

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

Meeting Date: February 23, 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: 8616

Item Description: Temp. Reso. #R8616, ACCEPTING AN ABSOLUTE BILL OF SALE AND EASEMENT FROM SAFEGUARD PROPERTIES LLC, FOR THE WATER SYSTEM IMPROVEMENTS TO SERVE SAFEGUARD STORAGE MIRAMAR; AUTHORIZING THE RELEASE OF SURETY CASH BOND IN THE AMOUNT OF \$235,566.65 AND ACCEPTING A ONE-YEAR MAINTENANCE CASH BOND IN THE AMOUNT OF \$27,280.83 FROM SAFEGUARD PROPERTIES LLC. (City Engineer Salvador Zuniga)

Consent Resolution Ordinance Quasi-Judicial Public Hearing

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

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

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

Fiscal Impact: Yes No

REMARKS: None.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8616**
 - **Exhibit A (Composite Exhibits):**
 - **Absolute Bill of Sale**
 - **Warranty**
 - **Waiver and Release of Lien**
 - **No Lien Affidavit**
 - **Easement**
 - **Opinion of Title**
 - **Maintenance Cash 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: February 12, 2026

RE: Temp. Reso. No. 8616 Accepting an Absolute Bill of Sale and Easement for the water system improvements to serve Safeguard Storage Miramar

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8616, accepting an Absolute Bill of Sale and Easement from Safeguard Properties, LLC (the “Developer”) for the water system improvements (the “Improvements”), to serve Safeguard Storage Miramar. Accepting the Improvements includes the release of Surety cash bond in the amount of \$235,566.65 and receipt of a one-year Maintenance Cash Bond in the amount of \$27,280.83, 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 acceptance of the utility improvements pursuant to Section 21-203 of the City Code.

BACKGROUND: Safeguard Storage Miramar (the “Project”) is a commercial development, located at the Northeast corner of University Drive and Florida’s Turnpike, 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 \$109,123.32. 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 \$27,280.83. 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 City's maintenance responsibility will begin upon 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. 8616

1/5/26

2/10/26

**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 SAFEGUARD PROPERTIES, LLC FOR THE WATER SYSTEM IMPROVEMENTS TO SERVE SAFEGUARD STORAGE MIRAMAR; AUTHORIZING THE RELEASE OF THE SURETY CASH BOND IN THE AMOUNT OF \$235,566.65 AND ACCEPTING A ONE-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$27,280.83 FROM SAFEGUARD PROPERTIES, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Safeguard Properties, LLC (“Developer”) has installed water system improvements (the “Improvements”) to serve Safeguard Storage Miramar (“Project”), a commercial development, located at the northeast corner of University Drive and Florida’s Turnpike; 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 from Safeguard Properties, LLC (“Easement”), 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. 8616

1/5/26

2/10/26

WHEREAS, the Developer has provided a one-year Maintenance Cash Bond in the amount of \$27,280.83 for the maintenance of the Improvements; and

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

WHEREAS, the City Manager recommends acceptance from the Developer, of the Improvements to serve the Project, and the associated Absolute Bill of Sale and Easement, as well as the release of Surety cash bond in the amount of \$235,566.65, and the acceptance of the required one-year Maintenance Cash Bond in the amount of \$27,280.83 for the maintenance of the Improvements; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to accept the Improvements, Absolute Bill of Sale, and Easement for the Improvements to serve the Project, and to release Surety Cash Bond in the amount of \$235,566.65, and accept the required one-year Maintenance Cash Bond in the amount of \$27,280.83 for the maintenance of the Improvements.

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

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

Section 2: That it accepts from Developer the Improvements installed to serve the Project, and the related Absolute Bill of Sale and Easements with said conveyance to be made by the documents in the form attached hereto as Exhibit “A;” together with any non-

Temp. Reso. No. 8616

1/5/26

2/10/26

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 Cash Bond in the amount of \$235,566.65 and accept the required one-year Maintenance Cash Bond in the amount of \$27,280.83 for the maintenance of the Improvements.

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

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

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

Temp. Reso. No. 8616

1/5/26

2/10/26

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

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

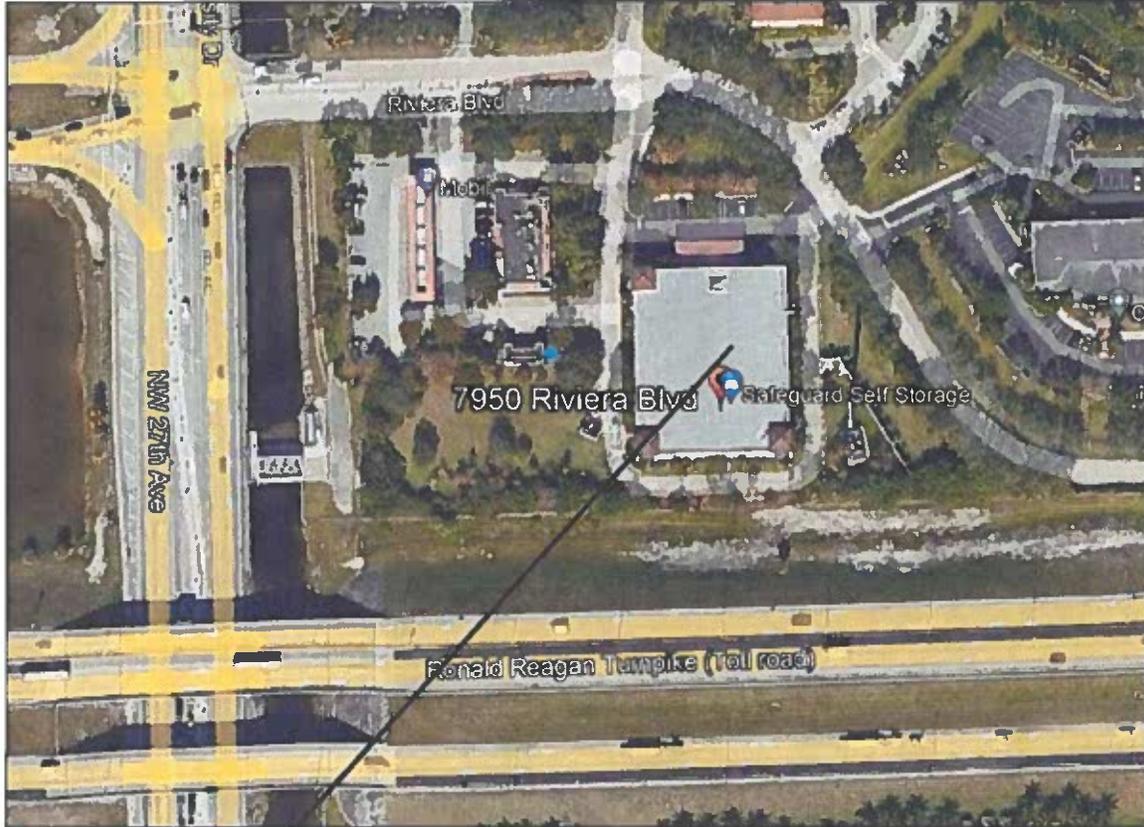
EXHIBIT "A"
COMPOSITE EXHIBITS

Includes:

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

Exhibit "A"

**SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.**



LOCATION MAP

NOT TO SCALE



**SITE
LOCATION**

SURVEY NOTES AND QUALIFICATIONS:

1. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid
2. Bearings shown hereon are relative to the plat of MIRAMAR PARK FIFTH ADDITION, PB 92, PG 50, BCR.
3. Data shown hereon was compiled from instruments of record and does not constitute a field survey as such.

LEGEND

- BCR - BROWARD County Records
- ORB - Official Records Book
- PB - plat book
- PG - page
- POB - point of beginning
- POC - point of commencement
- PSM - professional surveyor and mapper
- SQFT - square feet

PREPARED FOR:

**MIKE CARTER CONSTRUCTION
435 12TH STREET W.
BRADENTON, FL 34205**



**Scott J
Douglass**
Digitally signed by
Scott J. Douglass
Date: 2025.06.05
11:06:06 -0400

For the Firm: **Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532**

**PREPARED BY:
DOUGLASS, LEAVY & ASSOCIATES INC.**
PROFESSIONAL SURVEYORS & MAPPERS
7914 WILES ROAD
CORAL SPRINGS, FLORIDA 33067
OFFICE: (954) 344-7994 FAX: (954) 344-2836
Licensed Business No. 6727

REVISIONS:	Description	Date	Fb/Pg
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DRAWING DATA:
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Checked: SD
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SHEET: 1/4

**SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.**

WATER MAIN LEGAL DESCRIPTION:

PORTION OF TRACT A "MIRAMAR PARK FIFTH ADDITION" ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOH 92, PAGE 50 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27 TOWNSHIP 51 SOUTH, RANGE 41 EAST THENCE N00°23'48"E ALONG THE WEST LINE OF SECTION 27 TOWNSHIP 51 SOUTH, RANGE 41 EAST A DISTANCE OF 415.00 FEET; THENCE S89°40'43"E A DISTANCE OF 20.00 FEET; THENCE N00°23'48"E A DISTANCE OF 136.33 FEET; THENCE S89°09'59"E A DISTANCE OF 56.59 FEET TO THE POINT OF BEGINNING.

THENCE S89°09'59"E A DISTANCE OF 20.00 FEET; THENCE S00°00'00"E A DISTANCE OF 11.93 FEET; THENCE N90°00'00"E A DISTANCE OF 201.39 FEET; THENCE N00°43'00"E A DISTANCE OF 63.51 FEET; THENCE S89°09'59"E A DISTANCE OF 10.00 FEET; THENCE N00°50'01"E A DISTANCE OF 42.60 FEET; THENCE S89°40'40"E A DISTANCE OF 9.98 FEET; THENCE S00°51'38"W A DISTANCE OF 105.92 FEET; THENCE S00°14'04"W A DISTANCE OF 93.56 FEET; THENCE N89°53'29"E A DISTANCE OF 13.71 FEET; THENCE N00°06'31"W A DISTANCE OF 14.68 FEET; THENCE N89°53'00"E A DISTANCE OF 20.00 FEET; THENCE S00°06'31"E A DISTANCE OF 14.69 FEET THENCE N89°53'29"E A DISTANCE OF 136.35 FEET; THENCE N00°24'22"E A DISTANCE OF 152.55 FEET; THENCE N57°03'57"E A DISTANCE OF 12.98 FEET; THENCE S29°41'05"E A DISTANCE OF 20.03 FEET; THENCE S57°03'57"W A DISTANCE OF 1.06 FEET; THENCE S00°24'22"W A DISTANCE OF 161.59 FEET; THENCE S89°53'29"W A DISTANCE OF 210.00 FEET; THENCE N00°14'04"E A DISTANCE OF 93.61 FEET; THENCE N90°00'00"W A DISTANCE OF 221.11 FEET; THENCE N00°00'00"E A DISTANCE 32.22 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DORAL, IN SECTION 30, TOWNSHIP 53 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, AND CONTAINING 15,796.7432+/- SQUARE FEET (0.363+/- ACRES).



Scott J. Douglass
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Date: 2025.06.06 11:06:25 -04:00

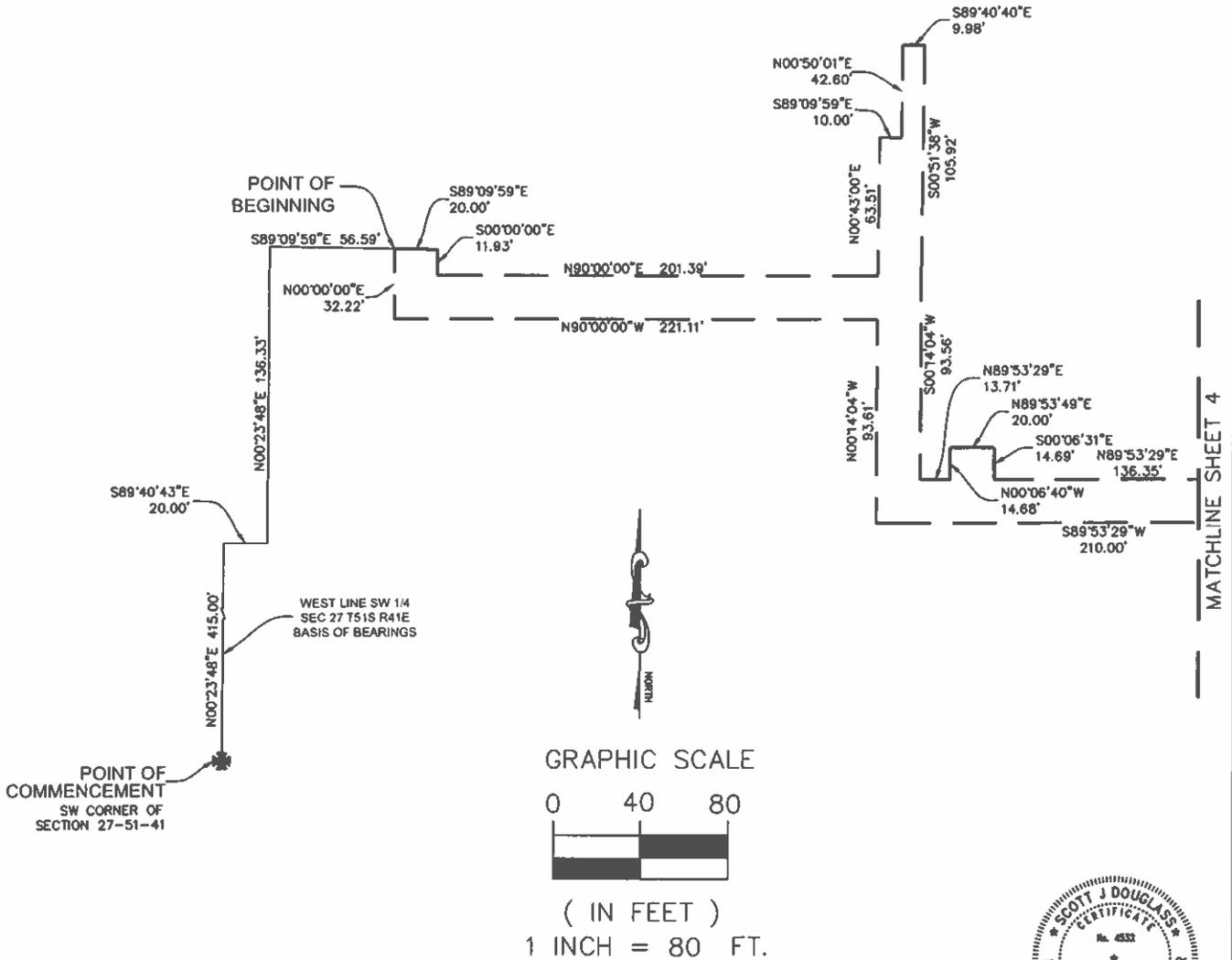
For the Firm: Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

PREPARED BY:
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CORAL SPRINGS, FLORIDA 33067
OFFICE: (954) 344-7994 FAX: (954) 344-2836
Licensed Business No. 8727

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CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
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For the Firm: **Scott J. Douglass**
Professional Surveyor & Mapper
Florida Registration No 4532

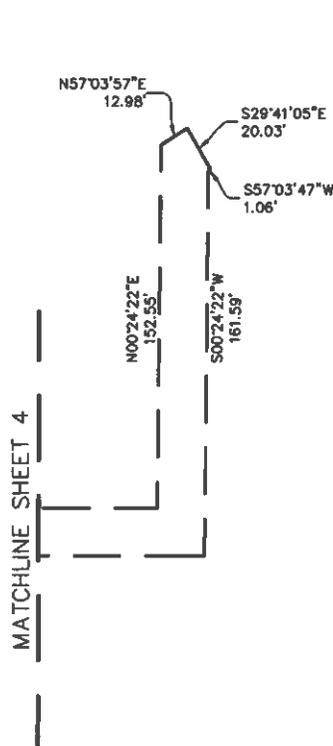
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Scott J. Douglass
Date: 2025.06.05
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PREPARED BY:
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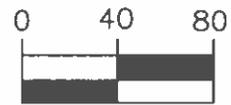
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**SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.**



GRAPHIC SCALE



(IN FEET)

1 INCH = 80 FT.



Scott J. Douglass
Digitally signed by
Scott J. Douglass
Date: 2025.06.06
11:07:01 -0400

For the Firm:

Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No. 4532

PREPARED BY:
DOUGLASS, LEAVY & ASSOCIATES INC.
PROFESSIONAL SURVEYORS & MAPPERS
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REVISIONS:	Description	Date	Fb/Pg
REVISION		DATE	Fb/Pg

DRAWING DATA:
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fb/pg source: N/A
Drafter: MF
Checked: SD
CADD dwg no: 22019EASE
SHEET: 4/4

EXHIBIT "B"
ACTUAL COST OF CONSTRUCTION

PROJECT NAME: Safe Guard Miramar

DEVELOPER: _____

	Description	Quantity	Unit	Unit Price	Cost	Total
SITE PREP	Clearing & Grubbing		SF			
	Excavation		CY			
	Filling		CY			
DRAINAGE						
TOTAL						
Pipe	15" RCP		LF			
	18" RCP		LF			
	21" RCP		LF			
	24" RCP		LF			
	30" RCP		LF			
	36" RCP		LF			
	42" RCP		LF			
	48" RCP		LF			
TOTAL						
STRUCTURES	Headwalls		EA			
	Curb Inlet		EA			
	Swale Inlet		EA			
	Catch Basin		EA			
	Pollution Retardant Basin		EA			
TOTAL						

SEWER	GRAV Sewer 0-6 cut - 6"		LF			
	GRAV Sewer 6-8 cut - 8"		LF			
	GRAV Sewer 8-10 cut - 8"		LF			
	GRAV Sewer 10-12 cut - 8"		LF			
	Manhole 0-6 cut		EA			
	Manhole 6-8 cut		EA			
	Manhole 8-10 cut		EA			
	Manhole 10-12 cut		EA			
	12" Force Main Dip		LF			
	4" Force Main PVC C900 DR18		LF			
	6" Force Main PVC C900 DR18		LF			
	8" Force Main PVC C900 DR18		LF			
	12" Force Main PVC C900 DR18		LF			
	Misc. Fittings		LS			
	Air Release Valve		EA			
	Pump Station		EA			
TOTAL						
WATER	6" C-900 DR-18 PVC Water Main		LF			
	8" C-900 DR-18 PVC Water Main		LF			
	12" C-900 DR-18 PVC Water Main		LF			
	6" Class 51 DIP Water Main	60	LF	58.56		3,513.60
	8" Class 51 DIP Water Main	868	LF	69.79		60,577.72
	12" Class 51 DIP Water Main		LF			
	1-1/2 PD Water Service Tubing		LF			
	2" PE Water Service Tubing	100	LF	36.00		3,600.00
	6" Gate Valve	3	EA	1,950.00		5,850.00
	8" Gate Valve	2	EA	2,578.00		5,156.00

	12" Gate Valve		EA			
	Fire Hydrant Assembly	2	EA	5,500.00		11,000.00
	Eclipse Model #88 Sample		EA			
	Air Release Valve and Vault		EA			
	Ductile Iron Fittings		TN			
	6" x 6" Tapping Sleeve & Valve		EA			
	8" x 6" Tapping Sleeve & Valve		EA			
	8" x 8" Tapping Sleeve & Valve	2	EA	9,713.00		19,426.00
	12" x 6" Tapping Sleeve & Valve					
	12" x 8" Tapping Sleeve & Valve					
	12" x 12" Tapping Sleeve & Valve		EA			
TOTAL						109,123.32
PAVING	1-1/4" Type S-1 with Prime		SY			
	3/4" type S-3 Asphalt w/Tack		SY			
	8" Limerock Base		SY			
	12" Compacted Subgrade		SY			
	Type AD@ Curb & Gutter		LF			
	Type AF@ Curb & Gutter		LF			
	Type IV Traffic Separator		LF			
	Pavement Marking & Signage		LS			
	Thermoplastic		LS			
TOTAL						109,123.32
	TOTAL PROJECT COST					

CERTIFICATE

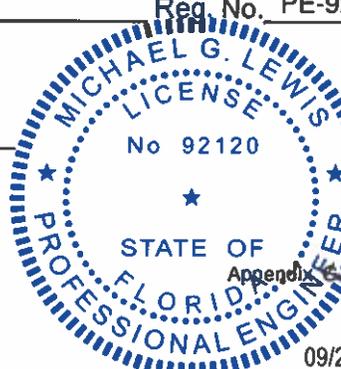
I hereby certify that this cost is true and correct to the best of my knowledge and belief and represents the total site development costs for project.

Date: 08/26/2025 Project Engineer: Michael G. Lewis

Reg. No. PE-92120

Public Improvement Maintenance Bond:

Cost = 109,123.32 X 25% = \$27,280.83



Digitally signed by
Michael G Lewis
Date: 2025.09.22
09:28:27-04'00'

Land Development Process & Procedures Manual
October 1, 1998 (Rev. 12/1)

This item has been digitally signed
and sealed by Michael G. Lewis, P.E.
on the date adjacent to the seal.

Signature must be verified on any
electronic copies

Page 3 of 3
Appendix (E-14) Actual Cost

09/22/2025

WARRANTY
(Corporate)

THIS WARRANTY made this _____ day of _____, 20____, by Safeguard Properties LLC, a Florida LLC (hereinafter referred to as "Warrantor"), whose address is 3384 Peachtree Road NE Ste 400 Atlanta, GA 30326, 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 main improvements (hereinafter the "Facilities") to serve Safeguard Storage Miramar (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.

Safeguard Properties LLC [Name of Corporation], a Corporation [insert name of state of incorporation]

WITNESSES:

[Signature]
Print Name: Mike Adams
Address: 435 12th St W
Bradenton, FL 34205

[Signature]
Print Name: James Booth
Address: 435 12th St W
Bradenton, FL 34205

By: [Signature]
Print Name: James Goonan
Title: EVP

(CORPORATE SEAL)

STATE OF FL)
COUNTY OF Manatee)

THE FOREGOING INSTRUMENT was acknowledged before me this 19 day of September, 2025, by James Goonan as of Safeguard Properties LLC, a on behalf of the He/she personally known to me (checked) or has produced identification.

SEAL: Chantal Deshaies
Comm.: HH 702601
Expires: Aug. 17, 2029
Notary Public - State of Florida

My Commission Expires:

[Signature]
NOTARY PUBLIC
Chantal Deshaies
Print or Type Name of Notary Public

Exhibit "A"

**SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.**



**SITE
LOCATION**

LOCATION MAP
NOT TO SCALE



SURVEY NOTES AND QUALIFICATIONS:

1. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid
2. Bearings shown hereon are relative to the plat of MIRAMAR PARK FIFTH ADDITION, PB 92, PG 50, BCR.
3. Data shown hereon was compiled from instruments of record and does not constitute a field survey as such.

LEGEND

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- ORB - Official Records Book
- PB - plat book
- PG - page
- POB - point of beginning
- POC - point of commencement
- PSM - professional surveyor and mapper
- SQFT - square feet

PREPARED FOR:

**MIKE CARTER CONSTRUCTION
435 12TH STREET W.
BRADENTON, FL 34205**



**Scott J
Douglass**
Digitally signed by
Scott J Douglass
Date: 2025.06.06
11:06:05 -0400

For the Firm:

**Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532**

**PREPARED BY:
DOUGLASS, LEAVY & ASSOCIATES INC.
PROFESSIONAL SURVEYORS & MAPPERS
7014 VILES ROAD
CORAL SPRINGS, FLORIDA 33067
OFFICE: (954) 344-7004 FAX: (954) 344-2030
Licensed Business No. 0727**

REVISIONS:	Description	Date	Fb/Pg
REVISION		DATE	FB/PG

**DRAWING DATA:
Drawing date: 06/06/2025
fb/pg source: N/A
Drafted: MF
Checked: SD
CADD dwg no: 22010EASE
SHEET: 1/4**

**SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.**

WATER MAIN LEGAL DESCRIPTION:

PORTION OF TRACT A "MIRAMAR PARK FIFTH ADDITION" ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOH 92, PAGE 50 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27 TOWNSHIP 51 SOUTH, RANGE 41 EAST THENCE N00°23'48"E ALONG THE WEST LINE OF SECTION 27 TOWNSHIP 51 SOUTH, RANGE 41 EAST A DISTANCE OF 415.00 FEET; THENCE S89°40'43"E A DISTANCE OF 20.00 FEET; THENCE N00°23'48"E A DISTANCE OF 136.33 FEET; THENCE S89°09'59"E A DISTANCE OF 56.59 FEET TO THE POINT OF BEGINNING.

THENCE S89°09'59"E A DISTANCE OF 20.00 FEET; THENCE S00°00'00"E A DISTANCE OF 11.93 FEET; THENCE N90°00'00"E A DISTANCE OF 201.39 FEET; THENCE N00°43'00"E A DISTANCE OF 63.51 FEET; THENCE S89°09'59"E A DISTANCE OF 10.00 FEET; THENCE N00°50'01"E A DISTANCE OF 42.60 FEET; THENCE S89°40'40"E A DISTANCE OF 9.98 FEET; THENCE S00°51'38"W A DISTANCE OF 105.92 FEET; THENCE S00°14'04"W A DISTANCE OF 93.56 FEET; THENCE N89°53'29"E A DISTANCE OF 13.71 FEET; THENCE N00°06'31"W A DISTANCE OF 14.68 FEET; THENCE N89°53'00"E A DISTANCE OF 20.00 FEET; THENCE S00°06'31"E A DISTANCE OF 14.69 FEET THENCE N89°53'29"E A DISTANCE OF 136.35 FEET; THENCE N00°24'22"E A DISTANCE OF 152.55 FEET; THENCE N57°03'57"E A DISTANCE OF 12.98 FEET; THENCE S29°41'05"E A DISTANCE OF 20.03 FEET; THENCE S57°03'57"W A DISTANCE OF 1.06 FEET; THENCE S00°24'22"W A DISTANCE OF 161.59 FEET; THENCE S89°53'29"W A DISTANCE OF 210.00 FEET; THENCE N00°14'04"E A DISTANCE OF 93.61 FEET; THENCE N90°00'00"W A DISTANCE OF 221.11 FEET; THENCE N00°00'00"E A DISTANCE 32.22 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DORAL, IN SECTION 30, TOWNSHIP 53 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, AND CONTAINING 15,796.7432+/- SQUARE FEET (0.363+/- ACRES).



Scott J
Douglass

Digitally signed by
Scott J Douglass
Date: 2025.06.06
11:08:25 -04:00

For the Firm:

Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

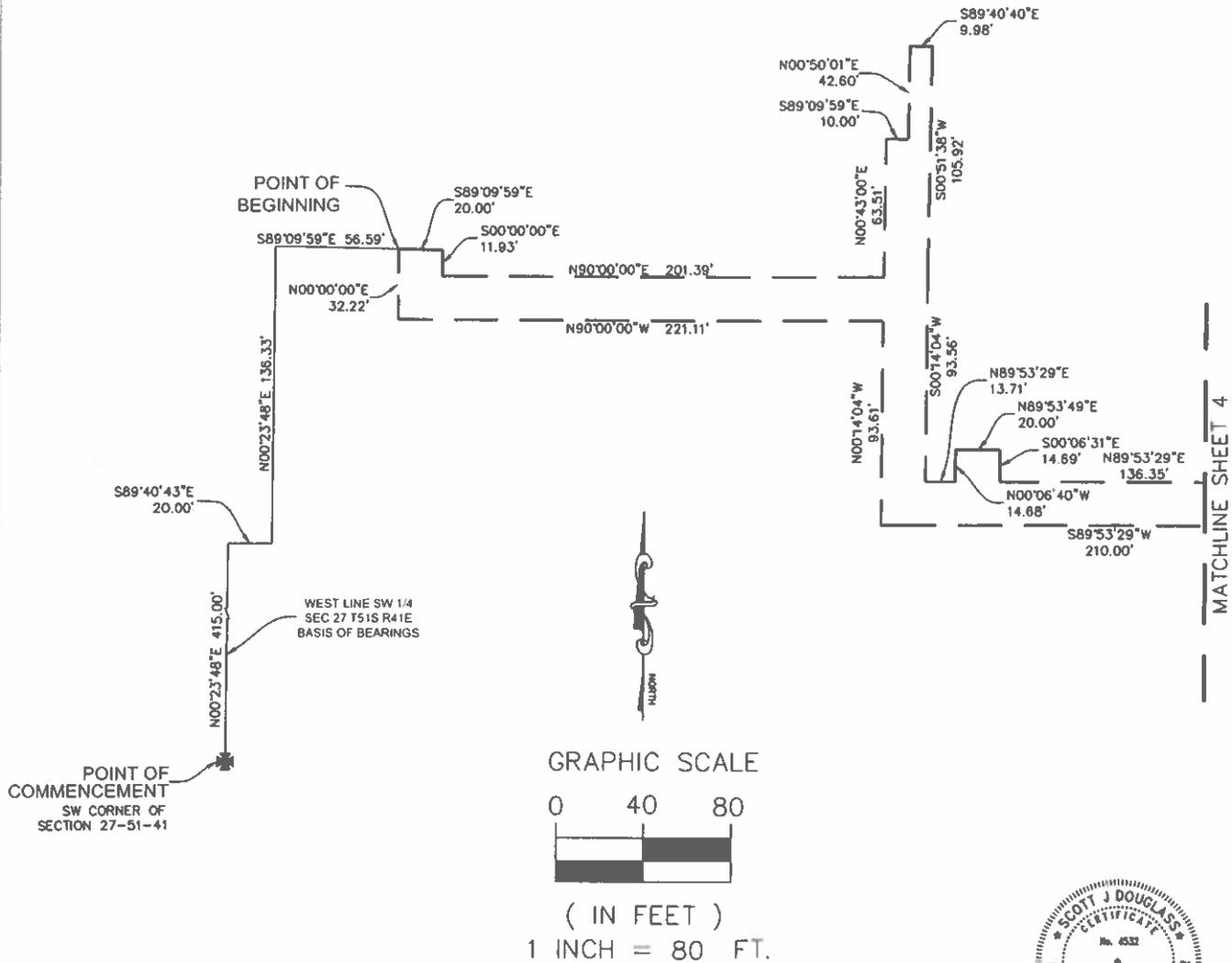
PREPARED BY:
DOUGLASS, LEAVY & ASSOCIATES INC.
PROFESSIONAL SURVEYORS & MAPPERS
7814 WILES ROAD
CORAL SPRINGS, FLORIDA 33067
OFFICE: (954) 344-7994 FAX: (954) 344-2836
Licensed Business No. 6727

REVISIONS:	Description	Date	Fb/Pg
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Checked: SD
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SHEET: 2/4

**SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.**



Scott J. Douglas
Professional Surveyor & Mapper
Florida Registration No 4532

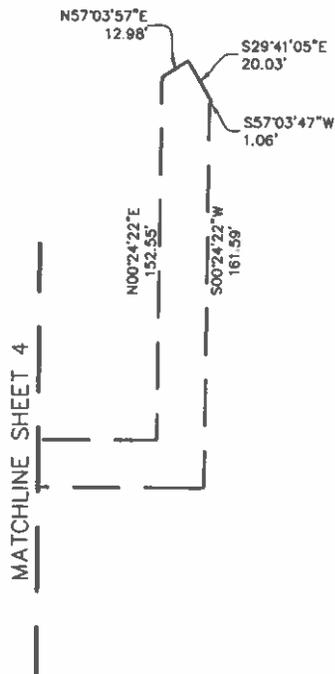
Digitally signed by
Scott J Douglas
Date: 2025.06.05
11:06:43 -0400

PREPARED BY:
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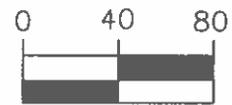
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SAFEGUARD SELF STORAGE
 WATER MAIN EASEMENT
 MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
 SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
 CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
 750 RIVIERA BLVD.



GRAPHIC SCALE



(IN FEET)
 1 INCH = 80 FT.



Scott J. Douglass
 Digitally signed by Scott J. Douglass
 Date: 2025.06.06 11:07:01 -0400

For the Firm:

Scott J. Douglass
 Professional Surveyor & Mapper
 Florida Registration No. 4532

PREPARED BY:
DOUGLASS, LEAVY & ASSOCIATES INC.
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 7914 WILES ROAD
 CORAL SPRINGS, FLORIDA 33067
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REVISION	Description	Date	Fb/Pg

DRAWING DATA:
 Drawing date: 06/06/25
 fb/pg source: N/A
 Drafter: MF
 Checked: SD
 CADD dwg no: 22019EASE
SHEET: 4/4

EXHIBIT "B"
ACTUAL COST OF CONSTRUCTION

PROJECT NAME: Safe Guard - Miramar

DEVELOPER: _____

	Description	Quantity	Unit	Unit Price	Cost	Total
SITE PREP	Clearing & Grubbing		SF			
	Excavation		CY			
	Filling		CY			
DRAINAGE						
TOTAL						
Pipe	15" RCP		LF			
	18" RCP		LF			
	21" RCP		LF			
	24" RCP		LF			
	30" RCP		LF			
	36" RCP		LF			
	42" RCP		LF			
	48" RCP		LF			
TOTAL						
STRUCTURES	Headwalls		EA			
	Curb Inlet		EA			
	Swale Inlet		EA			
	Catch Basin		EA			
	Pollution Retardant Basin		EA			
TOTAL						

SEWER	GRAV Sewer 0-6 cut - 6"		LF			
	GRAV Sewer 6-8 cut - 8"		LF			
	GRAV Sewer 8-10 cut - 8"		LF			
	GRAV Sewer 10-12 cut - 8"		LF			
	Manhole 0-6 cut		EA			
	Manhole 6-8 cut		EA			
	Manhole 8-10 cut		EA			
	Manhole 10-12 cut		EA			
	12" Force Main Dip		LF			
	4" Force Main PVC C900 DR18		LF			
	6" Force Main PVC C900 DR18		LF			
	8" Force Main PVC C900 DR18		LF			
	12" Force Main PVC C900 DR18		LF			
	Misc. Fittings		LS			
	Air Release Valve		EA			
	Pump Station		EA			
TOTAL						
WATER	6" C-900 DR-18 PVC Water Main		LF			
	8" C-900 DR-18 PVC Water Main		LF			
	12" C-900 DR-18 PVC Water Main		LF			
	6" Class 51 DIP Water Main	60	LF	58.56		3,513.60
	8" Class 51 DIP Water Main	868	LF	69.79		60,577.72
	12" Class 51 DIP Water Main		LF			
	1-1/2 PD Water Service Tubing		LF			
	2" PE Water Service Tubing	100	LF	36.00		3,600.00
	6" Gate Valve	3	EA	1,950.00		5,850.00
	8" Gate Valve	2	EA	2,578.00		5,156.00

	12" Gate Valve		EA			
	Fire Hydrant Assembly	2	EA	5,500.00		11,000.00
	Eclipse Model #88 Sample		EA			
	Air Release Valve and Vault		EA			
	Ductile Iron Fittings		TN			
	6" x 6" Tapping Sleeve & Valve		EA			
	8" x 6" Tapping Sleeve & Valve		EA			
	8" x 8" Tapping Sleeve & Valve	2	EA	9,713.00		19,426.00
	12" x 6" Tapping Sleeve & Valve					
	12" x 8" Tapping Sleeve & Valve					
	12" x 12" Tapping Sleeve & Valve		EA			
TOTAL						109,123.32
PAVING	1-1/4" Type S-1 with Prime		SY			
	3/4" type S-3 Asphalt w/Tack		SY			
	8" Limerock Base		SY			
	12" Compacted Subgrade		SY			
	Type AD@ Curb & Gutter		LF			
	Type AF@ Curb & Gutter		LF			
	Type IV Traffic Separator		LF			
	Pavement Marking & Signage		LS			
	Thermoplastic		LS			
TOTAL						109,123.32
	TOTAL PROJECT COST					

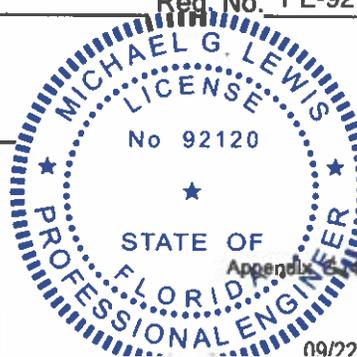
CERTIFICATE

I hereby certify that this cost is true and correct to the best of my knowledge and belief and represents the total site development costs for project.

Date: 08/26/2025 Project Engineer: Michael G. Lewis Reg. No. PE-92120

Public Improvement Maintenance Bond:

Cost = 109,123.32 X 25% = \$27,280.83



Digitally signed by Michael G Lewis
Date: 2025.09.22 09:28:27-04'00'

This item has been digitally signed and sealed by Michael G. Lewis, P.E. on the date adjacent to the seal.

Signature must be verified on any

WAIVER AND RELEASE OF LIEN
(Corporate)

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

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

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

It being the understanding of the undersigned that this is a Waiver and Release of Lien which the undersigned has against the premises described herein, only to the extent of the payments specified and only for materials furnished or work done up until 7/12/2025 (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 18 day of September, 2025.

WITNESSETH:

[Signature]

Mike Carter Construction
Name of Corporation

By: [Signature]

Name: Mike Adams

Title: President

Exhibit "A"

**SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.**



**SITE
LOCATION**

LOCATION MAP
NOT TO SCALE



SURVEY NOTES AND QUALIFICATIONS:

1. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid
2. Bearings shown hereon are relative to the plat of MIRAMAR PARK FIFTH ADDITION, PB 92, PG 50, BCR.
3. Data shown hereon was compiled from instruments of record and does not constitute a field survey as such.

LEGEND

- BCR - BROWARD County Records
- ORB - Official Records Book
- PB - plat book
- PG - page
- POB - point of beginning
- POC - point of commencement
- PSM - professional surveyor and mapper
- SQFT - square feet

PREPARED FOR:

MIKE CARTER CONSTRUCTION
435 12TH STREET W.
BRADENTON, FL 34205



Scott J
Douglass

Digitally signed by
Scott J. Douglass
Date: 2025.06.06
11:06:06 -0400
For the Firm:
Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

PREPARED BY:
DOUGLASS, LEAVY & ASSOCIATES INC.
PROFESSIONAL SURVEYORS & MAPPERS
7914 VILES ROAD
CORAL SPRINGS, FLORIDA 33067
OFFICE: (954) 344-7994 FAX: (954) 344-2636
Licensed Business No. 6727

REVISIONS:	Description	Date	Fb/Pg
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DRAWING DATA:
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SHEET: 1/4

**SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
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CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.**

WATER MAIN LEGAL DESCRIPTION:

PORTION OF TRACT A "MIRAMAR PARK FIFTH ADDITION" ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOH 92, PAGE 50 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27 TOWNSHIP 51 SOUTH, RANGE 41 EAST THENCE N00°23'48"E ALONG THE WEST LINE OF SECTION 27 TOWNSHIP 51 SOUTH, RANGE 41 EAST A DISTANCE OF 415.00 FEET; THENCE S89°40'43"E A DISTANCE OF 20.00 FEET; THENCE N00°23'48"E A DISTANCE OF 136.33 FEET; THENCE S89°09'59"E A DISTANCE OF 56.59 FEET TO THE POINT OF BEGINNING.

THENCE S89°09'59"E A DISTANCE OF 20.00 FEET; THENCE S00°00'00"E A DISTANCE OF 11.93 FEET; THENCE N90°00'00"E A DISTANCE OF 201.39 FEET; THENCE N00°43'00"E A DISTANCE OF 63.51 FEET; THENCE S89°09'59"E A DISTANCE OF 10.00 FEET; THENCE N00°50'01"E A DISTANCE OF 42.60 FEET; THENCE S89°40'40"E A DISTANCE OF 9.98 FEET; THENCE S00°51'38"W A DISTANCE OF 105.92 FEET; THENCE S00°14'04"W A DISTANCE OF 93.56 FEET; THENCE N89°53'29"E A DISTANCE OF 13.71 FEET; THENCE N00°06'31"W A DISTANCE OF 14.68 FEET; THENCE N89°53'00"E A DISTANCE OF 20.00 FEET; THENCE S00°06'31"E A DISTANCE OF 14.69 FEET THENCE N89°53'29"E A DISTANCE OF 136.35 FEET; THENCE N00°24'22"E A DISTANCE OF 152.55 FEET; THENCE N57°03'57"E A DISTANCE OF 12.98 FEET; THENCE S29°41'05"E A DISTANCE OF 20.03 FEET; THENCE S57°03'57"W A DISTANCE OF 1.06 FEET; THENCE S00°24'22"W A DISTANCE OF 161.59 FEET; THENCE S89°53'29"W A DISTANCE OF 210.00 FEET; THENCE N00°14'04"E A DISTANCE OF 93.61 FEET; THENCE N90°00'00"W A DISTANCE OF 221.11 FEET; THENCE N00°00'00"E A DISTANCE 32.22 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DORAL, IN SECTION 30, TOWNSHIP 53 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, AND CONTAINING 15,796.7432+/- SQUARE FEET (0.363+/- ACRES).



Scott J
Douglass
Digitally signed by
Scott J. Douglass
Date: 06/25/06
11:04:25 -04:00

For the Firm:

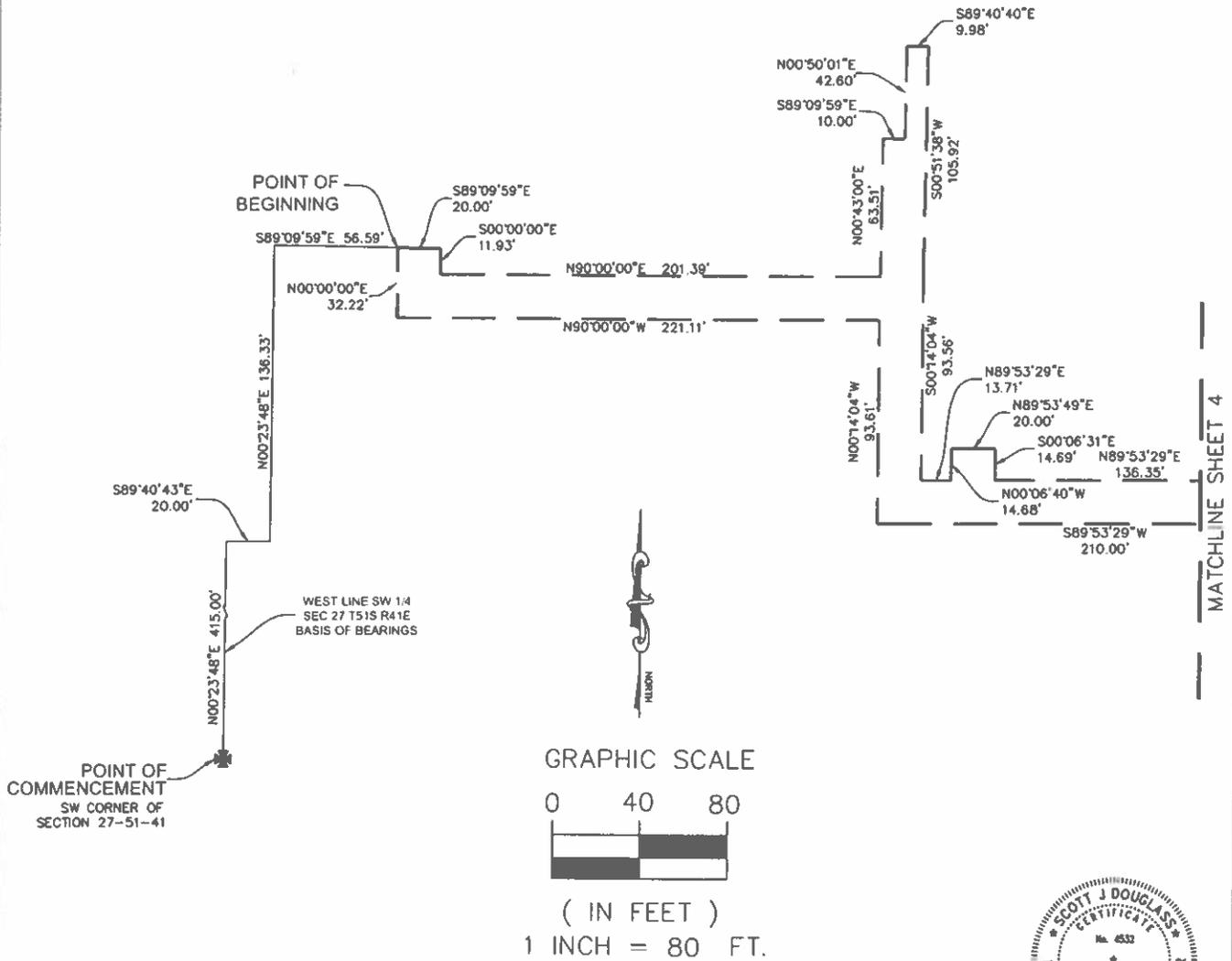
Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No. 4532

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OFFICE: (954) 344-7994 FAX: (954) 344-2636
Licensed Business No. 6727

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REVISION		DATE	FB/Pg

DRAWING DATA:
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**SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.**



Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

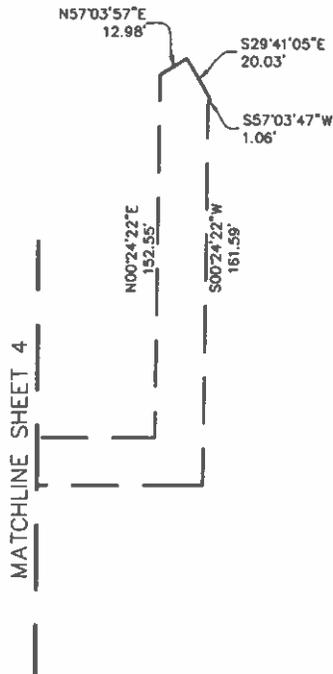
Digitally signed by
Scott J. Douglass
Date: 2025.06.06
11:06:43 -04'00'

PREPARED BY:
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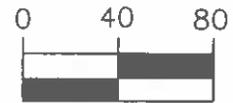
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SAFEGUARD SELF STORAGE
 WATER MAIN EASEMENT
 MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
 SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
 CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
 750 RIVIERA BLVD.



GRAPHIC SCALE



(IN FEET)
 1 INCH = 80 FT.



Scott J. Douglass
 Digitally signed by
 Scott J. Douglass
 Date: 2025.06.06
 13:07:01 -0400

For the Firm:

Scott J. Douglass
 Professional Surveyor & Mapper
 Florida Registration No. 4532

PREPARED BY:
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REVISION		DATE	FB/PG

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 Drafter: MF
 Checked: SD
 CADD dwg no: 22019EASE
SHEET: 4/4

EXHIBIT "B"
ACTUAL COST OF CONSTRUCTION

PROJECT NAME: Safe Guard Miramar

DEVELOPER: _____

	Description	Quantity	Unit	Unit Price	Cost	Total
SITE PREP	Clearing & Grubbing		SF			
	Excavation		CY			
	Filling		CY			
DRAINAGE						
TOTAL						
Pipe	15" RCP		LF			
	18" RCP		LF			
	21" RCP		LF			
	24" RCP		LF			
	30" RCP		LF			
	36" RCP		LF			
	42" RCP		LF			
	48" RCP		LF			
TOTAL						
STRUCTURES	Headwalls		EA			
	Curb Inlet		EA			
	Swale Inlet		EA			
	Catch Basin		EA			
	Pollution Retardant Basin		EA			
TOTAL						

SEWER	GRAV Sewer 0-6 cut - 6"		LF			
	GRAV Sewer 6-8 cut - 8"		LF			
	GRAV Sewer 8-10 cut - 8"		LF			
	GRAV Sewer 10-12 cut - 8"		LF			
	Manhole 0-6 cut		EA			
	Manhole 6-8 cut		EA			
	Manhole 8-10 cut		EA			
	Manhole 10-12 cut		EA			
	12" Force Main Dip		LF			
	4" Force Main PVC C900 DR18		LF			
	6" Force Main PVC C900 DR18		LF			
	8" Force Main PVC C900 DR18		LF			
	12" Force Main PVC C900 DR18		LF			
	Misc. Fittings		LS			
	Air Release Valve		EA			
	Pump Station		EA			
TOTAL						
WATER	6" C-900 DR-18 PVC Water Main		LF			
	8" C-900 DR-18 PVC Water Main		LF			
	12" C-900 DR-18 PVC Water Main		LF			
	6" Class 51 DIP Water Main	60	LF	58.56		3,513.60
	8" Class 51 DIP Water Main	868	LF	69.79		60,577.72
	12" Class 51 DIP Water Main		LF			
	1-1/2 PD Water Service Tubing		LF			
	2" PE Water Service Tubing	100	LF	36.00		3,600.00
	6" Gate Valve	3	EA	1,950.00		5,850.00
	8" Gate Valve	2	EA	2,578.00		5,156.00

	12" Gate Valve		EA		
	Fire Hydrant Assembly	2	EA	5,500.00	11,000.00
	Eclipse Model #88 Sample		EA		
	Air Release Valve and Vault		EA		
	Ductile Iron Fittings		TN		
	6" x 6" Tapping Sleeve & Valve		EA		
	8" x 6" Tapping Sleeve & Valve		EA		
	8" x 8" Tapping Sleeve & Valve	2	EA	9,713.00	19,426.00
	12" x 6" Tapping Sleeve & Valve				
	12" x 8" Tapping Sleeve & Valve				
	12" x 12" Tapping Sleeve & Valve		EA		
TOTAL					109,123.32
PAVING	1-1/4" Type S-1 with Prime		SY		
	3/4" type S-3 Asphalt w/Tack		SY		
	8" Limerock Base		SY		
	12" Compacted Subgrade		SY		
	Type ADe Curb & Gutter		LF		
	Type AF@ Curb & Gutter		LF		
	Type IV Traffic Separator		LF		
	Pavement Marking & Signage		LS		
	Thermoplastic		LS		
TOTAL					109,123.32
	TOTAL PROJECT COST				

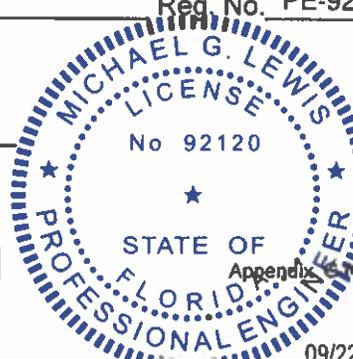
CERTIFICATE

I hereby certify that this cost is true and correct to the best of my knowledge and belief and represents the total site development costs for project.

Date: 08/26/2025 Project Engineer: Michael G. Lewis Reg. No. PE-92120

Public Improvement Maintenance Bond:

Cost = 109,123.32 X 25% = \$27,280.83



Digitally signed by
Michael G Lewis
Date: 2025.09.22
09:28:27-04'00'

NO LIEN AFFIDAVIT
(Corporate)

STATE OF Florida)
) ss
 COUNTY OF Manatee)

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

1. Affiant is the VP [insert office held by affiant] of Safeguard Properties LLC (the "Corporation").

2. That the Corporation is the owner of the following described property, to wit:

See Exhibit "A" attached hereto and by this reference incorporated herein.

3. That the above described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for real estate and personal property taxes for the year 2025.

4. That within the past ninety (90) days there have been no improvement, alterations, or repairs to the above described property for which the costs thereof remain unpaid, and that within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid.

5. That there are no mechanic's, material-men's, or laborer's liens against the above described property. That there are no construction, mechanics', materialmans' or laborers' liens filed against the Property or any portion thereof; that there have been no repairs, improvements or other work done to or labor, materials or services bestowed upon the Property or any portion thereof for which any or all of the cost of the same remains unpaid; and that no person, firm or corporation is entitled to a construction lien against the Property or any portion thereof under Chapter 713 of the Florida Statutes.

6. That the personal property contained on said property or on the said premises, and which, if any, is being sold to the purchaser(s) mentioned below, is also free and clear of all liens, encumbrances, claims and demands whatsoever.

7. That the corporation, in the operation of said property, complied in all respects with the Sales Tax Law of the State of Florida and all other taxation laws of state and federal government.

8. That Affiant knows of no violations of City or County Ordinances, or State or Federal law pertaining to the above described property.

9. That no person, firm or corporation has any interest, claim of possession, or contract right with respect to the Property or any portion thereof, and there are no facts known to Affiant which would give rise to such a claim being asserted against the Property or any portion thereof.

10. That there are no unsatisfied judgments or any federal, state or county tax deficiencies, which are a lien against the Property or any portion thereof.

11. That there is no pending litigation or dispute involving or concerning the location of the boundaries of the Property or any portion thereof.

- 12. That this Affidavit is made for the purpose of inducing the City of Miramar, a Florida Municipal Corporation, to accept transfer of said property from Affiant.
- 13. That no judgment or decree has been entered in any court of this state or the United States against said Affiant which remains unsatisfied.
- 14. Affiant further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he/she has read, or has heard read to them, the full facts of this Affidavit and understand its context.

WITNESSES:

[Signature]

Safeguard Properties LLC
 (insert Name of Corporation), a _____
 Corporation [insert name
 of state of incorporation]

By: [Signature]
 Individually, and on behalf of the
 Corporation

SWORN TO AND SUBSCRIBED before me this 19 day of
September, 2025.

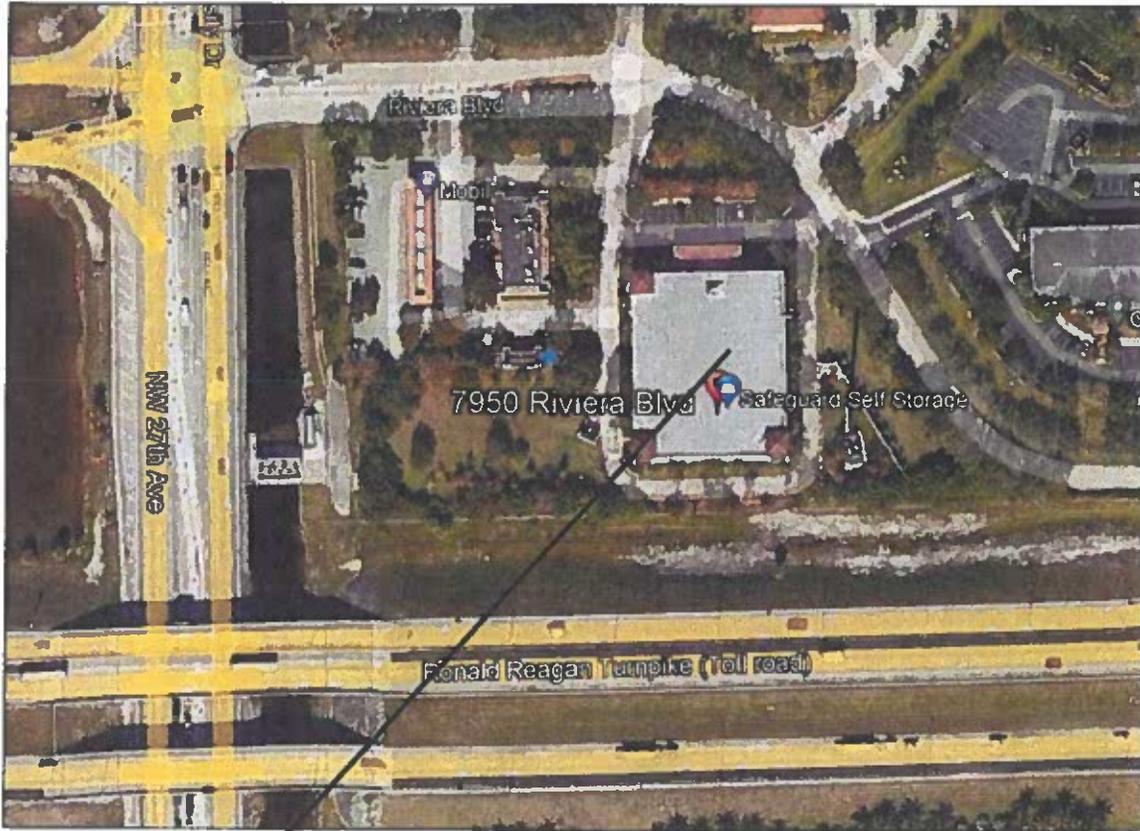
[Signature]
 Notary Public, State of Florida
 At Large



Chantal Deshaies
 Comm.: HH 702601
 Expires: Aug. 17, 2029
 Notary Public - State of Florida

Exhibit "A"

**SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.**



**SITE
LOCATION**

LOCATION MAP
NOT TO SCALE



SURVEY NOTES AND QUALIFICATIONS:

1. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid
2. Bearings shown hereon are relative to the plat of MIRAMAR PARK FIFTH ADDITION, PB 92, PG 50, BCR.
3. Data shown hereon was compiled from instruments of record and does not constitute a field survey as such.

LEGEND

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- ORB - Official Records Book
- PB - plat book
- PG - page
- POB - point of beginning
- POC - point of commencement
- PSM - professional surveyor and mapper
- SQFT - square feet

PREPARED FOR:

MIKE CARTER CONSTRUCTION
435 12TH STREET W.
BRADENTON, FL 34205



Scott J
Douglass
Digitally signed by
Scott J Douglass
Date: 2025.06.06
11:06:06 -04'00'

For the Firm:

Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

PREPARED BY:
DOUGLASS, LEAVY & ASSOCIATES INC.
PROFESSIONAL SURVEYORS & MAPPERS
7914 VIDAS ROAD
CORAL SPRINGS, FLORIDA 33067
OFFICE: (954) 344-7994 FAX: (954) 344-2836
Licensed Business No. 6727

REVISIONS:	Description	Date	Fb/Pg
REVISION		DATE	FB/PG

DRAWING DATA:
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fb/pg source: N/A
Drafter: MF
Checked: SD
CADD dwg no: 22019EASE
SHEET: 1/4

**SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.**

WATER MAIN LEGAL DESCRIPTION:

PORTION OF TRACT A "MIRAMAR PARK FIFTH ADDITION" ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOH 92, PAGE 50 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27 TOWNSHIP 51 SOUTH, RANGE 41 EAST THENCE N00°23'48"E ALONG THE WEST LINE OF SECTION 27 TOWNSHIP 51 SOUTH, RANGE 41 EAST A DISTANCE OF 415.00 FEET; THENCE S89°40'43"E A DISTANCE OF 20.00 FEET; THENCE N00°23'48"E A DISTANCE OF 136.33 FEET; THENCE S89°09'59"E A DISTANCE OF 56.59 FEET TO THE POINT OF BEGINNING.

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SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DORAL, IN SECTION 30, TOWNSHIP 53 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, AND CONTAINING 15,796.7432+/- SQUARE FEET (0.363+/- ACRES).



Scott J
Douglass

Digitally signed by
Scott J. Douglass
Date: 2025.06.06
11:06:25 -0400

For the Firm:

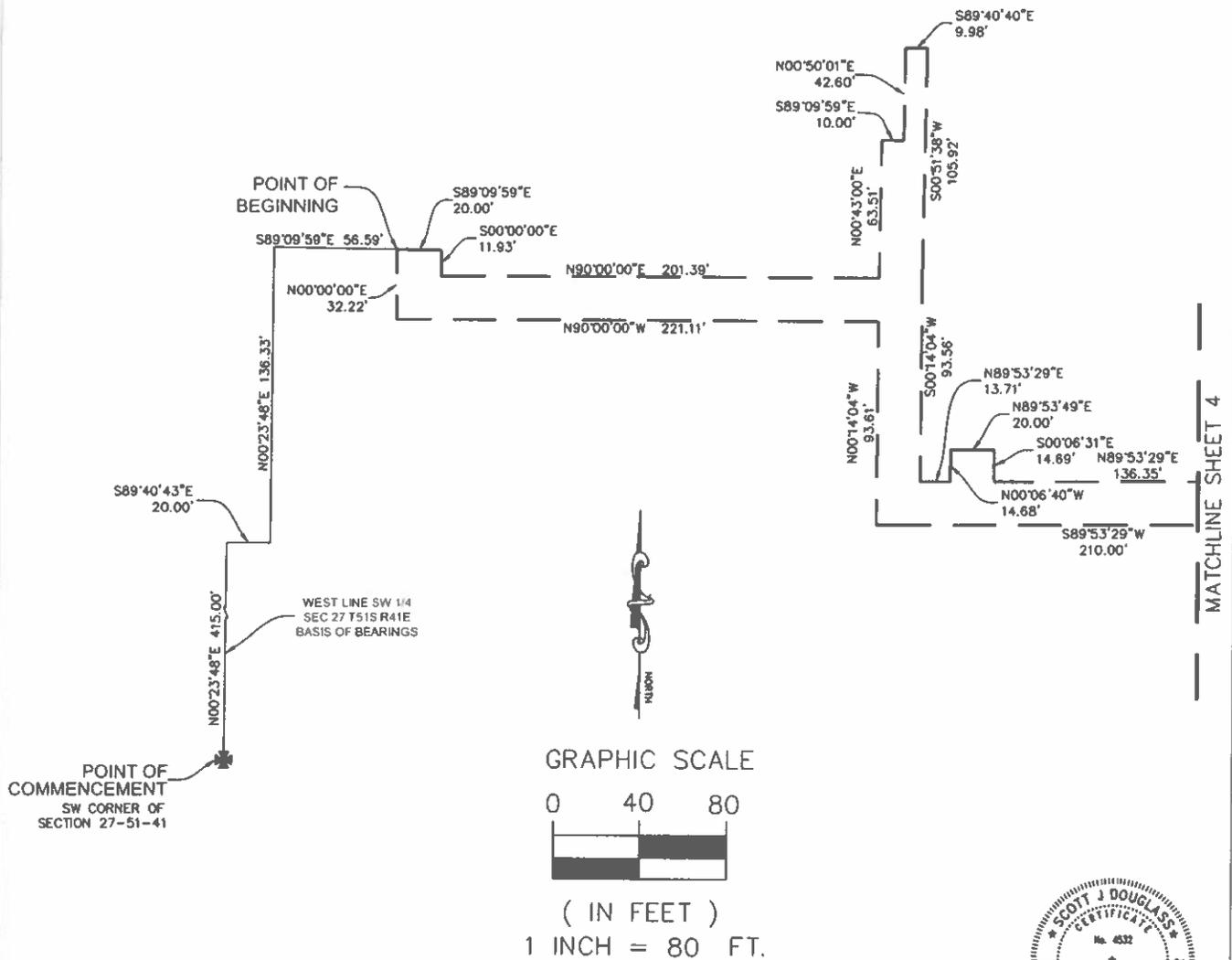
Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

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CORAL SPRINGS, FLORIDA 33067
OFFICE: (954) 344-7994 FAX: (954) 344-8636
Licensed Business No. 6727

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REVISION	DATE	FB/PG	

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CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.**



**Scott J
Douglass**
Digitally signed by
Scott J Douglass
Date: 2025.06.06
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For the Firm:

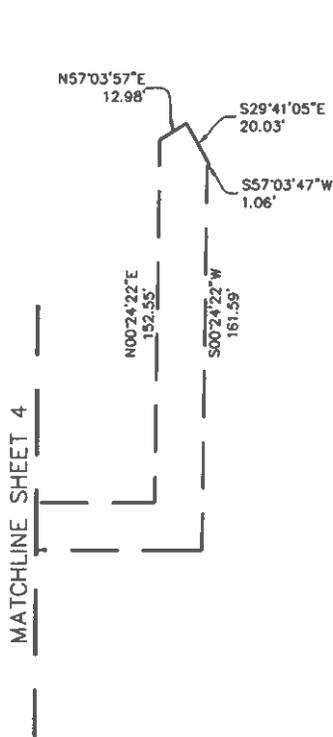
Scott J. Douglass
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OFFICE: (954) 344-7994 FAX: (954) 344-2630
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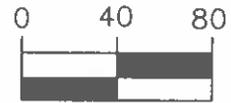
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 MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
 SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
 CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
 750 RIVIERA BLVD.



GRAPHIC SCALE



(IN FEET)
 1 INCH = 80 FT.



Scott J. Douglass
 Digitally signed by Scott J. Douglass
 Date: 2025.06.06 11:07:01 -04'00'

For the Firm:

Scott J. Douglass
 Professional Surveyor & Mapper
 Florida Registration No 4532

PREPARED BY:
DOUGLASS, LEAVY & ASSOCIATES INC.
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DRAWING DATA:
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 Fb/pg source: N/A
 Drafter: MF
 Checked: SD
 CADD dwg no: 22019EASE
SHEET: 4/4

THIS INSTRUMENT RETURN TO:
Denise Gibbs, City Clerk
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

THIS INSTRUMENT PREPARED BY:

Part of Property Appraiser's Parcel
Identification No. _____

EASEMENT

THIS EASEMENT (the Easement) is made this 2nd day of October
2025, by Safeguard Properties LLC

_____, ("Grantor") whose address is
3384 Peachtree Rd NE Ste 400 Atlanta GA 30326 to and in favor of the City of
Miramar, a Florida Municipal Corporation ("Grantee") whose address is 2300 Civic Center
Place, Miramar, Florida 33025.

RECITALS:

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

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/00 Dollars (\$10.00) in hand paid by Grantee to Grantor and other good and valuable consideration,

the receipt and sufficiency of which Grantor hereby acknowledges, Grantor agrees as follows:

1. Recitals. Each and all of the recitals is hereby incorporated herein by this reference.
2. Grant of Easement. Grantor does hereby grant, bargain, sell, alien, remise, release, confirm, and convey to Grantee an easement over, under, across and upon the Easement Property for the purpose of:
 - 2.1 Constructing, reconstructing, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing, connecting to, disconnecting from, and inspecting water transmission and distribution facilities and all appurtenances and/or equipment associated therewith, and/or sewage transmission and collection facilities and all appurtenances and/or equipment associated therewith, all as may be required by the Grantor.
 - 2.2 Vehicular and pedestrian ingress and egress to the Easement Property for the purposes outlined in this Section.
 - 2.3 Said Easement Property is together with all the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.
 - 2.4 Title and the legal description to the Property described on Exhibit "A" herein has neither been examined nor approved by the City of Miramar or the City Attorney.
 - 2.5 All covenants, terms, provisions, and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees, and assigns of the respective parties hereto.
 - 2.6 By delivery of this Easement Property, Grantor covenants not to interfere with the safe operation or maintenance of the facilities within the Easement Property.
3. Grantee's Use of Easement. Grantee shall have the right to do all things necessary, useful or convenient for the purposes outlined in Section 2 of this Easement. The rights herein granted to Grantee by Grantor specifically include: (a) the right of Grantee to control, inspect, alter, improve, maintain, install, connect to, disconnect from, repair, rebuild and remove said facilities within the Easement Property; (b) the right of Grantee to trim, cut, or remove plants, trees, fences, or structures from said Easement Property; and (c) the right of Grantee to have egress and ingress to said Easement Property for the purposes expressed in (a) and (b) immediately above.

4. Grantor's Use of Easement. Grantor shall have the right to make any use of this Easement that does not interfere with Grantee's use. Specifically, no other easement shall be granted that would allow the other easement holder to install anything that would run parallel with Grantee's water or sewer lines without prior written consent of the Grantee. Any easement crossing this Easement shall contain language prohibiting the easement holder from installing anything within eighteen inches of Grantee's water or sewer lines.
5. Perpetual Duration. This Easement shall be perpetual in duration, and shall not be changed, altered or amended except by a written instrument executed by Grantor and Grantee, or their respective heirs, successors or assigns.
6. Covenants of Grantor. Grantor hereby warrants and covenants that:
 - 6.1 Grantor is the owner of fee simple title to the Easement Property.
 - 6.2 Grantor has full right and lawful authority to grant and convey this Easement to Grantee.
 - 6.3 Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement.
 - 6.4 Grantor does hereby fully warrant the easement title to the said Easement Property and will defend the same against the lawful claims of all persons whomsoever.
7. Remedies for Breach. Grantor and/or Grantee shall each have the right to enforce the terms of this Easement and the rights and obligations created herein by all remedies provided under the laws of the State of Florida, including, without limitation, the right to sue for compensatory damages for breach or for injunction or specific performance. In the event that it is necessary for either Grantor and/or Grantee to file suit in order to enforce the terms hereof, then the prevailing party in such suit shall be entitled to receive reasonable attorney's fees and court costs in addition to any other award that the Court might make, from the non-prevailing party.
8. Covenant Running with the Land. This Easement and all conditions and covenants set forth herein are intended and shall be construed as covenants running with the land, binding upon and insuring to the benefit of Grantor or Grantee, or equitable servitudes on the land, as the case may be, and their respective heirs, successors and/or assigns, including, without limitation, all subsequent owners of the Easement Property and all persons claiming by, through and under them.

TO HAVE AND TO HOLD unto the same forever.

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

Signed, sealed and delivered in the presence of:

[Handwritten signature of Mike Adams]

Print Name: Mike Adams
Address: 435 12th St W
Bradenton, FL 34205

[Handwritten signature of James Booth]
Print Name: James Booth
Address: 435 12th St W
Bradenton, FL 34205

By: *[Handwritten signature of James Geonan]*
James Geonan
Address: 3384 Peachtree Rd NE Ste 400
Atlanta, GA 30326

STATE OF FL
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 2 day of October, 2008, by James Geonan, as President of EWP Safeguard Properties LLC, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

[Handwritten signature of Notary Public]

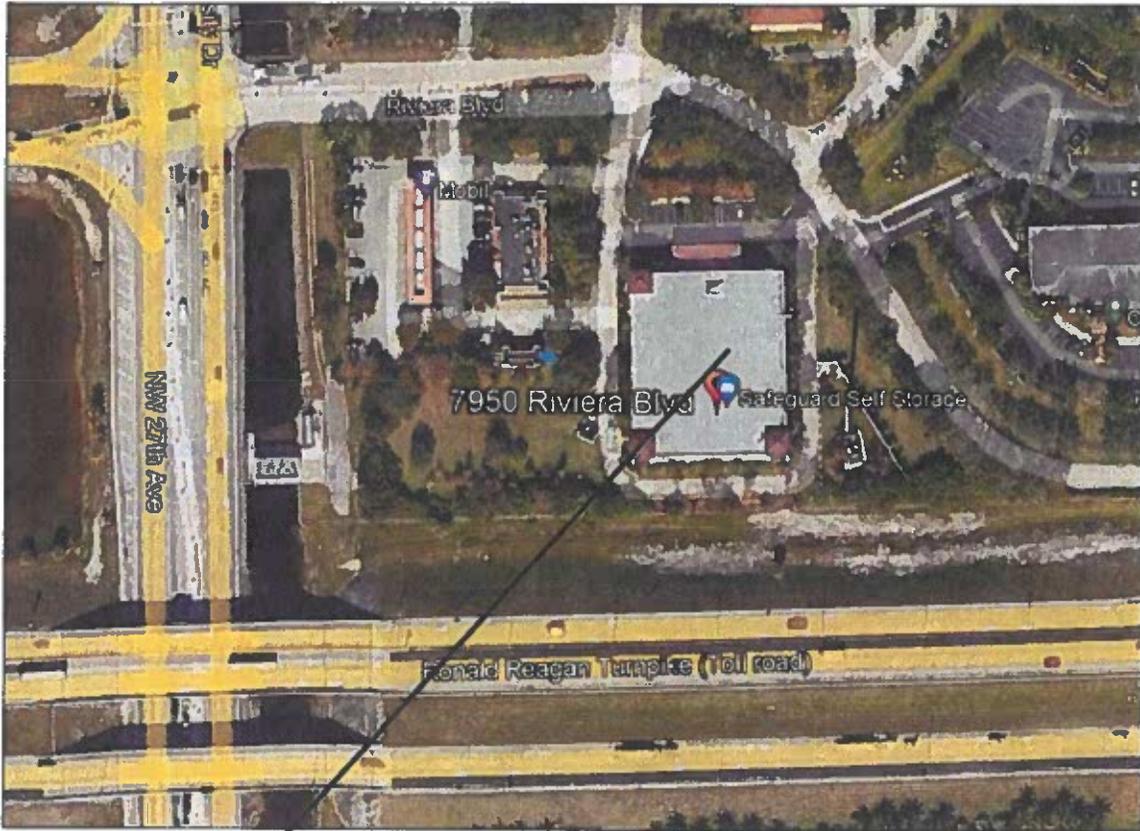
Notary Public
State of Florida at Wargo
My Commission Expires _____



Chantal Deshaies
Comm.: HH 702601
Expires: Aug. 17, 2029
Notary Public - State of Florida

Exhibit "A"

**SAFEGUARD SELF STORAGE
WATER MAIN EASEMENT
MIRAMAR PARK FIFTH ADDITION PB 92 PG 50
SECTION 27 TOWNSHIP 51 SOUTH RANGE 41 EAST
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.**



**SITE
LOCATION**

LOCATION MAP
NOT TO SCALE



SURVEY NOTES AND QUALIFICATIONS:

1. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid
2. Bearings shown hereon are relative to the plat of MIRAMAR PARK FIFTH ADDITION, PB 92, PG 50, BCR.
3. Data shown hereon was compiled from instruments of record and does not constitute a field survey as such.

LEGEND

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- ORB - Official Records Book
- PB - plat book
- PG - page
- POB - point of beginning
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- PSM - professional surveyor and mapper
- SQFT - square feet

PREPARED FOR:

MIKE CARTER CONSTRUCTION
435 12TH STREET W.
BRADENTON, FL 34205



Scott J
Douglass

Digitally signed by
Scott J Douglass
Date: 2025.06.06
11:06:06 -04'00'

For the Firm:

Scott J. Douglass
Professional Surveyor & Mapper
Florida Registration No 4532

PREPARED BY:
DOUGLASS, LEAVY & ASSOCIATES INC.
PROFESSIONAL SURVEYORS & MAPPERS
7914 VILES ROAD
CORAL SPRINGS, FLORIDA 33067
OFFICE: (954) 344-7994 FAX: (954) 344-2636
Licensed Business No. 6727

REVISIONS:	Description	Date	Fb/Pg
REVISION		DATE	FB/PG

DRAWING DATA:
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fb/pg source: N/A
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Checked: SD
CADD dwg no: 22019EASE
SHEET: 1/4

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CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
750 RIVIERA BLVD.**

WATER MAIN LEGAL DESCRIPTION:

PORTION OF TRACT A "MIRAMAR PARK FIFTH ADDITION" ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOH 92, PAGE 50 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Scott J
Douglass

Digitally signed by
Scott J Douglass
Date: 2025.06.26
11:06:25 -04:00

For the Firm:

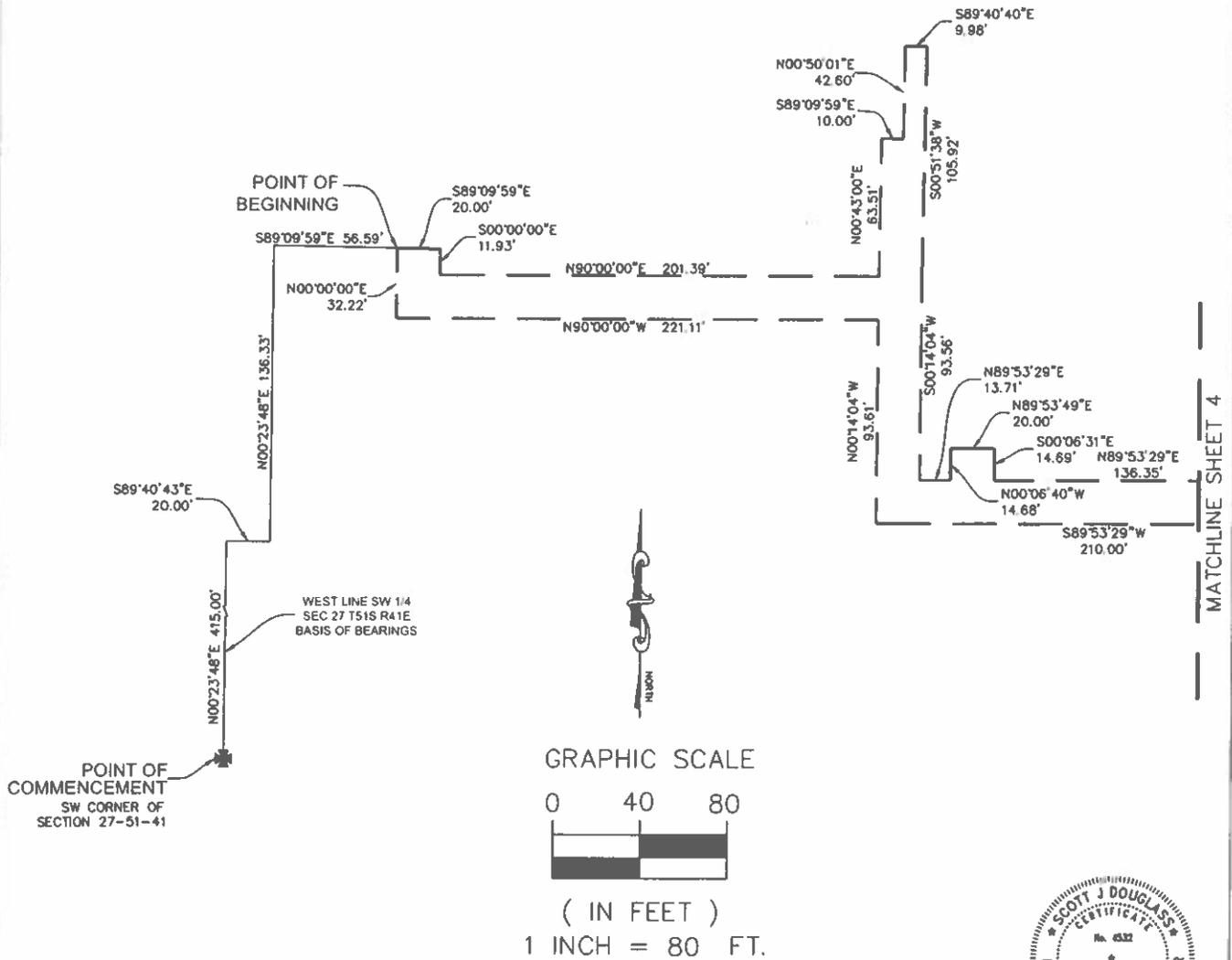
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750 RIVIERA BLVD.**



Scott J. Douglass
Digitally signed by Scott J. Douglass
Date: 2013.06.25 11:06:43 -0400

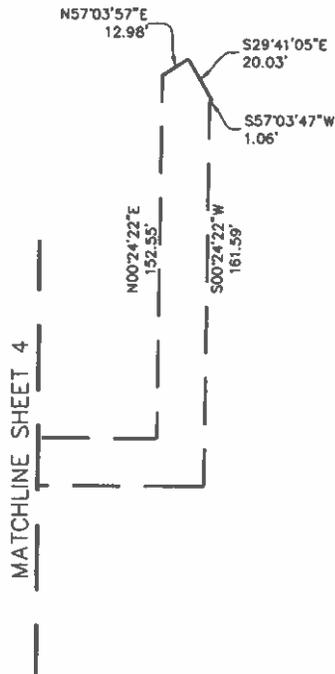
For the Firm: Scott J. Douglass
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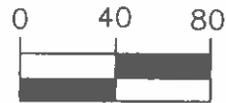
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 CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
 750 RIVIERA BLVD.



GRAPHIC SCALE



(IN FEET)
 1 INCH = 80 FT.



Scott J. Douglas
 Digitally signed by Scott J. Douglas
 Date: 2025.06.06 11:07:01 -04'00'

For the Firm:

Scott J. Douglas
 Professional Surveyor & Mapper
 Florida Registration No 4532

PREPARED BY:
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 PROFESSIONAL SURVEYORS & MAPPERS
 7914 VILES ROAD
 CORAL SPRINGS, FLORIDA 33067
 OFFICE: (904) 344-7994 FAX: (904) 344-2030
 Licensed Business No. 0727

REVISION	Description	Date	Fb/Pg

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SHEET: 4/4

OPINION OF TITLE

Broward County Land Development Code - Section 5-189(c)(3)
Florida Statutes Chapter 177

To: CITY OF MIRAMAR

With the understanding that this Opinion of Title is furnished to the City of Miramar, a Florida Municipal Corporation, as inducement for acceptance of that certain Easement given by the below referenced owner in favor of the City of Miramar, located on the real property, hereinafter described, it is hereby certified that the following report reflects a comprehensive search of the Public Records affecting the above described property covering the period from the beginning to the 3rd day of December, 2025, at the hour of 8:00 a.m. inclusive, of the following described property:

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

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

Safeguard Properties LLC, a Louisiana limited liability company by virtue of Special Warranty Deed recorded in Official Records Book 32022, Page 835, Public Records of Broward County, Florida.

1. RECORDED MORTGAGES (including but not limited to Assignments of Leases, Rents and Profits and UCC-1 Financing Statements):

NONE.

2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:

a) Notice of Commencement recorded on November 15, 2023 as Official Records Instrument No. 119230478, as amended by Amended Notice of Commencement recorded July 15, 2025 as Official Records Instrument No. 120323093.

3. GENERAL EXCEPTIONS:

- a. Taxes for 2025 and subsequent years and taxes or special assessments which are not shown as existing liens by the Public Records.
- b. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject property.

- c. Easements or claims of easements not shown by the Public Records.
- d. Rights or claims of parties in possession not shown by the public records.
- e. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
- f. Any adverse claim to all or any part of the land which is now under water or which has previously been under water but filled or exposed through the efforts of man.

4. SPECIAL EXCEPTIONS:

- 1. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
- 2. Restrictions and easements as shown on the plat Miramar Park Fifth Addition recorded in [Plat Book 92, Page 50](#), as affected by Resolution No. 01-231 REVISED of the City of Miramar vacating and abandoning platted easement recorded in [Official Records Book 32043, Page 1672](#).
- 3. Covenants, restrictions, terms, conditions and provisions contained in the Declaration of Covenants and Restrictions for the Fairway Business Center in [Official Records Book 25086, Page 249](#), as amended by the First Amendment to Declaration of Covenants and Restrictions for Fairway Business Center recorded in [Official Records Book 28580, Page 291](#).
- 4. Easement granted to the City of Miramar recorded in [Official Records Book 27368, Page 219](#).
- 5. Easement granted to the City of Miramar recorded in [Official Records Book 28833, Page 1024](#).
- 6. Easement granted to the City of Miramar recorded in [Official Records Book 28833, Page 1056](#).
- 7. Easement granted to the City of Miramar recorded in [Official Records Book 28833, Page 1065](#).
- 8. Non-Exclusive Drainage Easement granted to Fairway Business Center Association, Inc., a Florida not for profit corporation, recorded in [Official Records Book 28848, Page 541](#).
- 9. Declaration of Exclusive Use recorded by Allan Milledge, Trustee, in [Official Records Book 29463, Page 1663](#).

10. Non-Exclusive Underground Utility Easement granted to Fairway Business Center Association, Inc., a Florida not-for-profit corporation, recorded in [Official Records Book 32022, Page 811](#), as assigned to the City of Miramar by Assignment of Easement Rights recorded in [Official Records Book 36912, Page 1034](#).
11. Non-Exclusive Access Easement granted to the Fairway Business Center Association, Inc., a Florida not-for-profit corporation, recorded in [Official Records Book 32022, Page 817](#).
12. Easement, terms, conditions and provisions as contained in Cross Access Easement Agreement by and between Safeguard Properties LLC, a Louisiana limited liability company, and Allan Milledge, Trustee, recorded in [Official Records Book 32022, Page 838](#).
13. Declaration of Restrictions recorded by Safeguard Storage Properties, LLC, a Delaware limited liability company, recorded in [Official Records Book 32647, Page 1777](#).
14. Easement granted to Florida Power & Light Company recorded in [Official Records Book 33785, Page 95](#).
15. Bill of Sale conveying all water and sewer facilities to the City of Miramar recorded in [Official Records Book 34636, Page 1240](#).
16. Easement granted to the City of Miramar recorded in [Official Records Book 34636, Page 1263](#).
17. Option and Ground Lease dated September 14, 2015, and the easement, terms, conditions and provisions contained therein, by and between Safeguard Properties, LLC, as Lessor, and Towercom VIII, LLC, as Lessee, recorded as [Official Records Instrument No. 114424893](#), the Lessee's interest assigned to Fengate Towers US I, LLC, a Delaware limited liability company, by Assignment and Assumption of Option and Ground Lease Agreement recorded as [Official Records Instrument No. 117837938](#); and as affected by Supplement dated February 16, 2016 by and between Towercom VIII, L.L.C., a Florida limited liability company, as Lessor, and Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, as Lessee, recorded as [Official Records Instrument No. 113530175](#).
18. Terms contained in Resolution No. 17-87 of the City Commission of the City of Miramar, Florida, recorded as [Official Records Instrument No. 116702924](#).
19. Terms, conditions and provisions of the Service Agreement for Water and Sanitary Sewage Facilities by and between the City of Miramar and Safeguard Storage

Properties, LLC, recorded as [Official Records Instrument No. 118834560](#).

20. Terms, conditions, covenants and provisions contained in the Revocable License Agreement to Encroach into Easement granted by the City of Miramar to Safeguard Storage Properties, LLC, recorded as [Official Records Instrument No. 119254209](#).
21. Easement, terms, conditions and provisions as contained in Mutual Non-Exclusive Access Easement by and between Safeguard Properties LLC, a Louisiana limited liability company, and the South Broward Drainage District, a political subdivision of the State of Florida, recorded as [Official Records Instrument No. 119552073](#), as affected by Indemnification Agreement by and between Bella Advertising, LLC and AllVision LLC and the South Broward Drainage District recorded as [Official Records Instrument No. 119552074](#).
22. Easement granted to Florida Power & Light recorded as [Official Records Instrument No. 120303365](#).
23. Declaration of Exclusive Use for the benefit of subject land recorded in [Official Records Book 32022, Page 823](#).
24. Resolution No. 96-144 regarding vacation and abandonment of Utopia Drive and Biscayne Drive recorded in [Official Records Book 26863, Page 579](#).
25. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.

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

[SIGNATURES ON FOLLOWING PAGE]

[THE REST OF THIS PAGE IS BLANK]

I HEREBY CERTIFY on this 11th day of December, 2025 that I have reviewed all the aforementioned encumbrances and exceptions and that, subject to the aforementioned General Exceptions, the terms and conditions of the Special Exceptions, none of the encumbrances and/or exceptions will restrict the use of the property for the purposes set forth in the subject easement.

Greenspoon Marder LLP

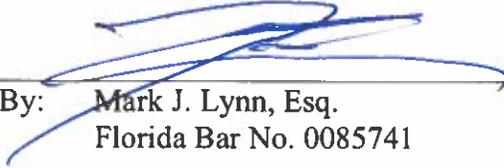

By: Mark J. Lynn, Esq.
Florida Bar No. 0085741

EXHIBIT "A"

Portions of Tracts A and D, "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, together with portion of the right of way for West Utopia Drive, as shown on said plat, all of the above being more particularly described as follows:

Commence at the Southwest corner of Section 27, Township 51 South, Range 41 East; thence run North 00 degrees 23 minutes 48 seconds East, along the West line of the Southwest 1/4 of said Section 27, for 415.00 feet; thence South 89 degrees 40 minutes 43 seconds East, for 20.00 feet to the Point of Beginning of the following described parcel of land; thence North 00 degrees 23 minutes 48 seconds East, along a line parallel with and 20.00 feet East of, as measured at right angles to, the West line of the Southwest 1/4 of said Section 27, for 136.33 feet; thence South 89 degrees 09 minutes 59 seconds East, for 278.01 feet; thence North 00 degrees 50 minutes 01 seconds East, at right angles to the last mentioned course, for 170.05 feet, to a point of curvature; thence Northerly and Northeasterly, along a circular curve to the right, having a radius of 62.50 feet and a central angle of 42 degrees 15 minutes 25 seconds, for an arc distance of 46.10 feet, to a point of reverse curvature; thence Northeasterly and Northerly, along a circular curve to the left, having a radius of 37.50 feet and a central angle of 42 degrees 15 minutes 25 seconds, for an arc distance of 27.66 feet to a point of tangency; thence North 00 degrees 50 minutes 01 seconds East, for 8.71 feet; thence South 89 degrees 09 minutes 59 seconds East, at right angles to the last mentioned course, for 11.32 feet to a point of curvature; thence Easterly and Southeasterly, along a circular curve to the right, having a radius of 187.00 feet and a central angle of 59 degrees 29 minutes 16 seconds, for an arc distance of 194.15 feet, to a point of tangency; thence South 29 degrees 40 minutes 43 seconds East, for 206.13 feet to a point of curvature; thence Southeasterly and Easterly, along a circular curve to the left, having a radius of 225.00 feet and a central angle of 47 degrees 53 minutes 55 seconds, for an arc distance of 188.10 feet, to a point on said curve and the point of intersection with the Southerly boundary line of said plat; thence North 89 degrees 40 minutes 43 seconds West, along the Southerly boundary of Tracts D, A and the Westerly prolongation thereof, for 728.70 feet to the POINT OF BEGINNING, lying and being in the City of Miramar, Broward County, Florida.

ALTERNATE SECURITY BY CASH BOND

MAINTENANCE BOND

CASH BOND GIVEN BY Safeguard Properties LLC

TO THE CITY OF MIRAMAR, FLORIDA (the "CITY")

I. This cash bond is hereby provided in lieu of a surety obligation (the "Security") for:

(Check applicable box to indicate security)

- Surety Bond for Improvements
- Maintenance Bond for Improvements
- Other Bond _____

II. Each of the terms, provisions, and conditions of the above indicated Security are hereby incorporated by reference and shall be binding upon the undersigned Principal to the same extent as provided in that certain (Surety Bond for Improvements, Maintenance Bond for Improvements, Other Bond) Security in the form attached hereto as Exhibit "A", except that the Surety referenced in such form shall not be applicable, and Principal shall not have any rights otherwise provided to a Surety.

III. This Cash Bond shall be effective upon receipt by City of cash (U.S. Dollars) or cashiers check or bank clearances of other check, and execution and acceptance hereof.

Witness my hand this 19 day of September, 2025.

PRINCIPAL

James Goonan

NAME OF PRINCIPAL

3384 Peachtree Rd NE Ste 400 Atlanta, GA 30326

Address

By: [Signature]
 President (Signature) EVP

[Signature]
Chantal Deshaies
 Name

Attest:



Chantal Deshaies
 Comm.: HH 702601
 Expires: Aug. 17, 2029
 Notary Public - State of Florida

Witnessed:
[Signature]
[Signature]

Accepted by City of Miramar this 12 day of December, 2025.

[Signature]
 City of Miramar

Payment Receipt / Deposit Form:

Engineering Services – DEPT # 55

Deposit Date: 12/17/2025 Batch #: _____
 Staff Name completing deposit (Print): Joseph Jardine
 Verification / date: _____
 Customer Name / Address: Safeguard Operations, LLC
3384 Peachtree Road NE, Suite 400, Atlanta, GA 30326, USA
 Description: Safeguard Storage Maintenance Cash Bond

<u>Account Name</u>	<u>Revenue Account #</u>	<u>Amount</u>
YOUR ACCOUNT NAME	YOUR ACCOUNT NUMBER	
Miscellaneous Revenue	001-00-000-000-000-369900	
Engineering Permits	410-55-565-000-000-329100	
8% Surcharge	001-41-404-000-000-322110	
Performance Bond	001-00-000-000-000-220102	\$27,280.83
Recording Fees	001-08-100-512-000-604931	
Impact Fees – Park	387-00-000-000-000-324611	
Impact Fees – Admin. Park	387-00-000-000-000-324611	
Impact Fees – Water	414-00-000-000-000-324210	
Impact Fees – Wastewater	414-00-000-000-000-324211	
Impact Fees – Water Dev.	414-00-000-000-000-324212	
Impact Fees – Wastewater Dev.	414-00-000-000-000-324213	
Developer Contribution	395-00-000-000-000-366202-52061	
	Total Deposit:	<u>\$27,280.83</u>
	Line A	Total Cash: _____
	Line B	Total checks/money orders: _____
	Line C	Total credit cards: _____
(if a refund was given this amount will not equal Total deposit)	Line D	Total revenue (add lines A-C): _____

<u>Account Name</u>	<u>Refund Account #</u>	<u>Amount</u>
	Total refunds:	_____
	Total deposit:	_____
	Total refunds:	_____
(This amount must be equal to the Total revenue)		Deposit minus refunds:

LOCATION MAP



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Attachment 2

5141 27 14 0091

SERVICE AGREEMENT FOR WATER AND SANITARY SEWAGE FACILITIES

FOR
Safeguard Miramar

This Service Agreement for Water and Sanitary Sewage Facilities (the "Agreement") is made and entered into this 25th day of April, 2023 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 Safeguard Properties, LLC (the "Developer") whose address is 3384 Peachtree Rd NE, Ste 400, Atlanta, GA 30326-1106. 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.

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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 2 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

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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 a 51,440 Square Foot storage building on the Property for a total of 2 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

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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.

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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

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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

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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.

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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.

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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

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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.

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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:

Dr. Roy L. Virgin,
City Manager
City of Miramar
2300 Civic Center Place
Miramar, FL 33025

For the Developer:

Stanley Bonilla
Safeguard Properties, LLC
3384 Peachtree Rd NE
Suite 400
Atlanta, GA 30326-1106

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

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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

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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

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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.

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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.

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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.

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

CITY OF MIRAMAR

DocuSigned by:
R. Virgin
6FC2075825F4418

ATTEST:

By _____
Dr. Roy L. Virgin
City Manager

DocuSigned by:
Denise Gibbs
CEB81DD8CDD34DB.

4/21/2023

Denise A. Gibbs, City Clerk
4/25/2023

DATED _____

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



Austin-Pamies Norris

City Attorney
Austin-Pamies Norris
Weeks Powell, PLLC

DEVELOPER:

Stanley Banilla

Witnesses

Joe Leon

[Signature]

By _____
Name: *Stanley Banilla*
Title: *SVP Development*
Dated: *2/10/2022*

