

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

Meeting Date: November 13, 2019

Presenter's Name and Title: Bissy Vempala, City Engineer, on behalf of Engineering Services.

Temp. Reso. Number: R6996

Item Description: Temp. Reso. No. R6996, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A TRAFFIC SIGNALIZATION AGREEMENT BETWEEN THE CITY OF MIRAMAR AND MIRAMAR PARK PLACE ASSOCIATES, LLC, MIRAMAR RED RD WEST OWNER, LLC AND MIRAMAR RED RD EAST OWNER, LLC, FOR THE DESIGN AND INSTALLATION OF A TRAFFIC SIGNAL AT THE 100' ACCESS OPENING ON MIRAMAR PARKWAY FOR THE ALTMAN DEVELOPMENT PLAT. (City Engineer Bissy Vempala)

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

Instructions for the Office of the City Clerk: Agreement to be signed on the Dais. The fully executed agreement shall be recorded in the Public Records of Broward County, Florida, with the cost of recording and actual recording to be accomplished by the Developer.

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 of the City Commission).

Fiscal Impact: Yes ☐ No ☒

REMARKS:


Content:

- Agenda Item Memo from the Interim City Manager to City Commission
- Resolution TR No. R6996
 - Exhibit A: Traffic Signalization Agreement
- Attachment(s)
 - Attachment 1: Location Map



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, City Manager 

BY: Bissy Vempala, City Engineer

DATE: November 7, 2019

RE: Temp. Reso. No. R6996, approving and authorizing the City Manager to execute a Traffic Signalization Agreement with Miramar Park Place Associates, LLC, Miramar Red Rd West Owner, LLC and Miramar Red Rd East Owner, LLC for the design and installation of a traffic signal at the 100' access opening on Miramar Parkway for the Altman Development Plat

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. R6996, approving and authorizing the execution of the proposed Traffic Signalization Agreement between City of Miramar and Miramar Park Place Associates, LLC, a Florida Limited Liability Company; Miramar Red Rd West Owner, LLC, a Delaware Limited Liability Company; and Miramar Red Rd East Owner, LLC, a Delaware Limited Liability Company (the "Developer") for the design and installation of a traffic signal at the 100' access opening on Miramar Parkway for the Altman Development Plat.

ISSUE: In accordance with the conditions for site plan approval for the Altman Development (the "Project"); the Developers must enter into a Traffic Signalization Agreement with the City. City Commission approval is required to approve and authorize the City Manager to execute the proposed Traffic Signalization Agreement.

BACKGROUND: On November 28, 2018, by the adoption of Reso. No. 19-50, the City Commission approved the site plan for the Project. One of the conditions of the site plan approval required that the Developer enter into a Traffic Signalization Agreement for the design and installation of a traffic signal at the 100' access opening on Miramar Parkway, if warranted and approved by the Broward County Traffic Engineering Division.

The Engineer's estimated cost for the design and installation of the traffic signal at this intersection is \$698,535.12. The City requires a security of 125% of the estimated project cost, which equates to \$873,168.90. The Developer shall secure its obligation by posting a Letter of Credit (LOC) in the amount of \$873,168.90, prior to obtaining a building permit.

This LOC shall remain in effect for two more years after completion (build-out) of the Project. The Developer shall notify the City when the Project is built-out and conduct a traffic signal warrant study at the end of the two years after build-out. In the event that a traffic signal is not warranted by the end of the two years, the Developer shall be released from its obligations set forth in the Agreement, and the City shall return the security (LOC) to the Developer.

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

Temp. Reso. No. R6996
7/10/19
11/5/19

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A TRAFFIC SIGNALIZATION AGREEMENT BETWEEN THE CITY OF MIRAMAR AND MIRAMAR PARK PLACE ASSOCIATES, LLC, MIRAMAR RED RD WEST OWNER, LLC AND MIRAMAR RED RD EAST OWNER, LLC FOR THE DESIGN AND INSTALLATION OF A TRAFFIC SIGNAL AT THE 100' ACCESS OPENING ON MIRAMAR PARKWAY FOR THE ALTMAN DEVELOPMENT PLAT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miramar Park Place Associates LLC, a Florida Limited Liability Company; Miramar Red Rd West Owner LLC, a Delaware Limited Liability Company; and Miramar Red Rd East Owner, LLC, a Delaware Limited Liability Company, the property owners/developers (the "Developer") for Altman Development ("the Project"), located North of Miramar Parkway and West of Red Road; and

WHEREAS, on November 28, 2018, by the adoption of Resolution No. 19-50, the City Commission approved the site plan for the Project; and

WHEREAS, conditions of the site plan approval required the Developer to enter into a Traffic Signalization Agreement (the "Agreement") with the City for the design and installation of a traffic signal at the 100' access opening on Miramar Parkway, if warranted and approved by the Broward County Traffic Engineering Division; and

Reso. No. _____

Temp. Reso. No. R6996
7/10/19
11/5/19

WHEREAS, the Engineer's estimated cost for the design and installation of the traffic signal at this intersection is \$698,535.12; and

WHEREAS, the City requires a security of 125% of the estimated project cost, which equates to \$873,168.90; and

WHEREAS, pursuant to the terms of the Agreement, the Developer shall fund the total cost of the design and installation of the traffic signal, if warranted and approved by the Broward County Traffic Engineering Division; and

WHEREAS, in the event a traffic signal warrant is not met within two years of completion of the Project, the Developer shall be released from its obligations set forth in the Agreement, and the City shall return the posted security to the Developer.

WHEREAS, the Developer shall post the security with the City in the form of a letter of credit in the amount of \$873,168.90, which represents 125% of the estimated project cost; and

WHEREAS, the City Manager recommends that the City Commission approve and authorize the City Manager to execute the proposed Agreement with the Developer, in the form attached hereto as Exhibit "A"; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve and authorize the City Manager to execute the proposed Agreement with the Developer, in the form attached hereto as Exhibit "A".

Temp. Reso. No. R6996
7/10/19
11/5/19

**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 are made a specific part of this Resolution.

Section 2: That the proposed Agreement between the City and the Developer is approved.

Section 3: That the City Manager is authorized to execute the proposed Agreement between the City and the Developer, in the form attached hereto as Exhibit “A”, together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5: That the fully executed Agreement shall be recorded in the Public Records of Broward County, Florida, with the cost of recording and the actual recording to be accomplished by the Developer with the original of the recorded document returned to the City’s Engineering Services Division.

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

Temp. Reso. No. R6996
7/10/19
11/5/19

PASSED AND ADOPTED this _____ day of November, 2019.

Mayor, Wayne M. Messam

Vice Mayor, Alexandra P. Davis

ATTEST:

City Clerk, Denise A. Gibbs

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

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne
Vice Mayor, Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Reso. No. _____

EXHIBIT "A"

Return recorded copy to:
City of Miramar
Office of the City Attorney
200 E. Broward Blvd.
Suite 1900
Fort Lauderdale, Florida 33301

Document prepared by:
Diane D. Karst, Esq.
Nelson Mullins Broad and Cassel
1905 NW Corporate Blvd, Suite 310
Boca Raton, FL 33431

NOTICE: PURCHASERS, GRANTEEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PERFORMED.

TRAFFIC SIGNALIZATION AGREEMENT

This is an Agreement, made and entered into by and between:

The City of Miramar, a Florida Municipal Corporation, created and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY."

AND

Miramar Park Place Associates, LLC, a Florida limited liability company, hereinafter referred to as "Property Owner/Developer,"

AND

Miramar Red Rd West Owner, LLC, its successors and assigns, hereinafter referred to as "Property Owner/Developer,"

AND

Miramar Red Rd East Owner, LLC, its successors and assigns, hereinafter referred to as "Property Owner/Developer,"

WHEREAS, Chapter 5, Article IX, Subsection 5-182(c), Broward County Code of Ordinances, requires that access to trafficways be designed to facilitate the safe and efficient movement of vehicles; and

WHEREAS, PROPERTY OWNER/DEVELOPER has submitted to the CITY Application No. 1707842 for Plat approval in connection with the development of Altman Development Miramar, hereinafter referred to as the "Project," the location of which is fully described in the legal description attached hereto as Exhibit "A" and by this reference said Exhibit "A" is made a part hereof; and

WHEREAS, through Resolution No 19-50, approval of the Plat for the Project by the City Commission, the PROPERTY OWNER/DEVELOPER is required to enter into a Traffic Signalization Agreement with the CITY for the design and installation of traffic signal(s) at the 100' access opening on Miramar Parkway leading to the Project, if warranted and approved by the Broward County Traffic Engineering Division; and

WHEREAS, the PROPERTY OWNER/DEVELOPER agrees to secure this obligation by posting a letter of credit in the amount of 125% of the cost of the design and installation of traffic signal(s); and

WHEREAS, in the interest of promoting safe and efficient access to roadways and movement of vehicles, the CITY has agreed to hold the above described security of PROPERTY OWNER/DEVELOPER in the form of a letter of credit in the amount more fully described below and in the cost estimate attached as Exhibit "B" and by this reference is made a part hereof, as contribution towards the design and installation of the traffic signal(s) required as a condition of plat approval.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the parties hereby agree as follows:

- A. The above recitals and representations are true and correct and are incorporated herein.
- B. TRAFFIC SIGNAL DESIGN AND INSTALLATION OBLIGATION.

The PROPERTY OWNER/DEVELOPER shall guarantee the payment of the total cost of the design and installation of traffic signal(s) at the 100' access opening on Miramar Parkway leading to Project, upon a finding by the Broward County Traffic Engineering Division that such signal(s) is warranted, in accordance with the conditions and time frames set forth in this Agreement.

The bond required herein shall be posted and maintained by Miramar Red Rd West Owner, LLC, who shall be the primary contact for correspondence with the City, on behalf of the three Owners. Contact information for Miramar Red Road West Owner, LLC, is Jeffery Roberts at Altman Development Company, LLC, 1515 S. Federal Highway, Suite 300, Boca Raton, Florida 33432, Phone number 561.237.1347, email jroberts@altmancos.com.

C. FORM OF SECURITY.

- (1) Prior to the PROPERTY OWNER/DEVELOPER obtaining a building permit for construction of any portion of the Project, PROPERTY OWNER/DEVELOPER shall provide a form of security acceptable to the CITY in the form of a letter of credit, in the amount of eight hundred seventy three thousand, one hundred sixty eight and 90/100 Dollars (\$873,168.90), which represents 125% of the estimated cost of the design and installation of required traffic signal(s), as is set forth in the attached Exhibit "B". As used in this Agreement, the term "design" includes all engineering, design, and permitting costs. The term "installation" includes the cost of installation of the traffic signal(s) and all related equipment, as well as the costs of obtaining said signal(s) and related equipment. If any portion of the Project is secured by a lien, the CITY shall not issue building permits for construction of a principal building within that portion of the Project until such time as PROPERTY OWNER/DEVELOPER has complied with this Agreement, or until the PROPERTY OWNER/DEVELOPER has secured a joinder and consent from the holder of said lien right subordinating its lien interests to that of the CITY under this Agreement, whichever event may first occur. The letter of credit must be issued and maintained with a financial institution reasonably acceptable to the CITY which has an office at all times with the State of Florida.
- (2) If the actual cost for the design and installation of the traffic signal exceeds the estimated cost per Exhibit "B" and the amount of the letter of credit provided by the PROPERTY OWNER/DEVELOPER is lower than the total actual cost of design and installation of the traffic signal(s), the PROPERTY OWNER/DEVELOPER shall be required to provide, at the request of the CITY, the balance of the total actual cost in cash or other form agreeable to the CITY. In the event PROPERTY OWNER/DEVELOPER fails to remit to the CITY the required amount within 30 days of written demand by the CITY, the CITY may maintain an action against the then PROPERTY OWNER/DEVELOPER in a court of competent jurisdiction for the difference between any sums obtained and amount due, including any amount in excess of the design and installation cost which may be due as a result of an increase of the traffic signal(s) as set forth in paragraph B above, plus costs and interest. Interest shall accrue from the due date at the rate of twelve per cent (12%) per annum. In the event City files an action against PROPERTY OWNER/DEVELOPER as set forth herein, the CITY shall be entitled to its attorney's fees and costs incurred in maintaining such action through and including any appellate proceedings or in any settlement of the trial or appellate proceedings.
- (3) PROPERTY OWNER/DEVELOPER shall ensure that the letter of credit remains valid and in full force and effect until the design and installation of the traffic signal(s) has been completed and all costs for said design and

installation of the traffic signal(s) have been paid by the PROPERTY OWNER/DEVELOPER, or it has been determined by the CITY that such traffic signal(s) is not required. Expiration of the letter of credit prior to PROPERTY OWNER/DEVELOPER's performance of such obligation, or notice to CITY that the security will expire or has been canceled or disaffirmed prior to PROPERTY OWNER/DEVELOPER's satisfaction of all obligations hereunder, shall constitute a material default of this Agreement.

- (4) In the event that the letter of credit provided to CITY expires, is canceled, or is disaffirmed, or that there is a material default of this Agreement or the obligations hereunder by the PROPERTY OWNER/DEVELOPER, the CITY shall send notice to PROPERTY OWNER/DEVELOPER, according to the notice provisions of this Agreement, and PROPERTY OWNER/DEVELOPER shall have thirty (30) days from the date of such notice to provide substitute security in a form acceptable to the CITY and meeting the requirements of this Agreement. If PROPERTY OWNER/DEVELOPER fails to provide acceptable substitute security, the CITY may record a document entitled "Notice of Lien for Installation of Traffic Signal Improvements," which shall constitute a lien on the PROPERTY described in Exhibit "A" for the amount due hereunder until fully paid, discharged, released, or barred by law. Said lien and any amounts due thereunder shall constitute the personal obligation of the then PROPERTY OWNER/DEVELOPER of the PROPERTY. Said lien may be enforced in the same as a lawsuit for foreclosure of a mortgage and payment of any personal obligation. To the extent that the failed security is attributable to an identified parcel or portion of the Project, the Notice of Lien for Required Improvements may be recorded against and apply only to such parcel or portion of the Project.
- (5) If the approved warrant study indicates that signalization is not needed at the pertinent location(s) or intersection(s) within two (2) years after all the final Certificates of Occupancy for the Project have been issued for all buildings within the Project, the PROPERTY OWNER/DEVELOPER shall be released from its obligations set forth in this Agreement, and the CITY shall return the security to the PROPERTY OWNER/DEVELOPER and record a release of this Agreement in the Public Record of Broward County, Florida. At its discretion, the CITY may request warrant studies at any time prior to final Certificate of Occupancy for all buildings.

D. RECORDATION. PROPERTY OWNER/DEVELOPER agrees that this Agreement shall be recorded in the Official Records of Broward County, Florida, against the PROPERTY described in Exhibit "A" to put subsequent purchasers, grantees, heirs, successors, and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully paid and performed.

E. ENFORCEMENT. Nothing herein shall prevent the CITY from enforcing the requirements of this Agreement against the owners, or their successors, or assigns in any part of the Project.

F. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the PROPERTY OWNER/DEVELOPER:

Miramar Red Road West Owner, LLC,
Jeffery Roberts
Altman Development Company, LLC
1515 S. Federal Highway
Boca Raton, FL 33432
Phone number 561.237.1347
Email: jroberts@altmancos.com

For the CITY:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, FL 33025

With a copy to:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, FL 33311
Telephone: (954) 768-9770

G. RELEASE. When all of the obligations set forth herein are fully paid and performed, the CITY, at the request of PROPERTY OWNER/DEVELOPER or its successor and assign, upon payment of any applicable fees, shall cause a release to be recorded in the Official Records of Broward County, Florida, evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel or portion of the Project, the CITY may grant a partial release of this Agreement for a specific parcel or portion of the Project for which this traffic signalization obligation has been satisfied.

- H. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida.
- I. CHANGES TO FORM AGREEMENT. PROPERTY OWNER/DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the City Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
- J. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
- K. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
- L. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
- M. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
- N. ASSIGNMENT AND ASSUMPTION. PROPERTY OWNER/DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the PROPERTY described in Exhibit "A." PROPERTY OWNER/DEVELOPER agrees for itself and its successors and assigns that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.
- O. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties to this Agreement.
- O.. COVENANTS RUNNING WITH THE LAND. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations)

hereof, it is the intention of the PROPERTY OWNER/DEVELOPER as Owner of the Property, that this Agreement shall constitute covenants running with the land and with title to the PROPERTY, or as an equitable servitude upon the land, as the case may be.

- P. SEVERABILITY. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgement, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

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**TRAFFIC SIGNALIZATION AGREEMENT FOR ALTMAN DEVELOPMENT MIRAMAR
BETWEEN THE CITY OF MIRAMAR AND MIRAMAR PARK PLACE ASSOCIATES,
LLC, A FLORIDA LIMITED LIABILITY COMPANY**

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

CITY OF MIRAMAR, a Florida Municipal
Corporation

ATTEST:

By: _____
Vernon E. Hargray
City Manager

DATED: _____

Denise A. Gibbs, City Clerk

APPROVED AS TO FORM:

(CITY SEAL)

Weiss Serota Helfman
Cole & Bierman, P.L.

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Vernon E. Hargray, as City Manager of the City of Miramar, a Florida Municipal Corporation, on behalf of the municipal corporation. He is personally known to me or has produced _____ (type of identification) as identification.

Notary Public
State of Florida
My Commission Expires:

TRAFFIC SIGNALIZATION AGREEMENT FOR ALTMAN DEVELOPMENT MIRAMAR BETWEEN THE CITY OF MIRAMAR AND MIRAMAR RED RD WEST OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY

PROPERTY OWNER / DEVELOPER:

MIRAMAR RED RD WEST OWNER, LLC, a Delaware limited liability company

By: Miramar Red Rd West Holdings, LLC, a Delaware Limited Liability Company, its sole member

By: Miramar Red Rd Venture LLC, a Delaware Limited Liability Company, its sole member

By: Altis Miramar Manager LLC, a Florida Limited Liability Company, its manager

By: Apartment Development GP, LLC, a Florida Limited Liability company, its Manager

By: Old Tac, Inc., a Michigan Corporation, its Manager

Witnesses:



By:



Name: Timothy A. Peterson, its Chief Operating Officer and Vice-President

Dated: 11-1-19

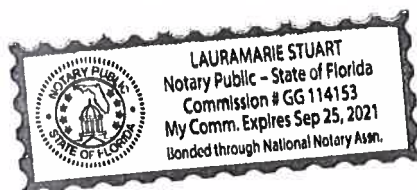
(Corporate Seal)

STATE OF FLORIDA)

**)SS

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 1st day of November, 2019, by Timothy A. Peterson, as Chief Operating Officer and Vice-President of Old Tac, Inc., a Michigan Corporation, as Manager of Apartment Development GP, LLC, a Florida limited liability company, as Manager of Altis Miramar Manager LLC, a Florida limited liability company, as Manager of Miramar Red Rd Venture LLC, a Delaware limited liability company, as sole member of Miramar Red Rd West Holdings, LLC, a Delaware limited liability company, as sole member of Miramar Red Rd West Owner, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ (type of identification) as identification.




Notary Public
State of Florida
My Commission Expires:

TRAFFIC SIGNALIZATION AGREEMENT FOR ALTMAN DEVELOPMENT MIRAMAR BETWEEN THE CITY OF MIRAMAR AND MIRAMAR RED RD EAST OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY

PROPERTY OWNER / DEVELOPER:

MIRAMAR RED RD EAST OWNER, LLC, a Delaware limited liability company

By: Miramar Red Rd East Holdings, LLC, a Delaware Limited Liability Company, its sole member

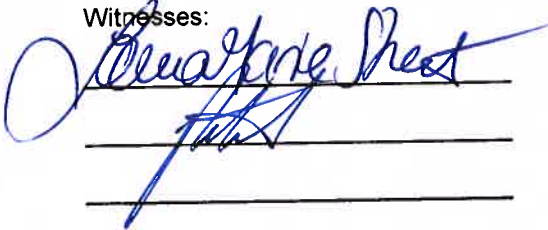
By: Miramar Red Rd Venture LLC, a Delaware Limited Liability Company, its sole member


By: Altis Miramar Manager LLC, a Florida Limited Liability Company, its manager

By: Apartment Development GP, LLC, a Florida Limited Liability company, its Manager

By: Old Tac, Inc., a Michigan Corporation, its Manager

Witnesses:



By: 

Name: Timothy A. Peterson, its Chief Operating Officer and

Vice-President
Dated: 11-1-19

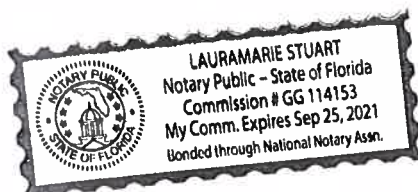
(Corporate Seal)

STATE OF FLORIDA)

**)SS

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 1st day of November, 2019, by Timothy A. Peterson, as Chief Operating Officer and Vice-President of Old Tac, Inc., a Michigan Corporation, as Manager of Apartment Development GP, LLC, a Florida limited liability company, as Manager of Altis Miramar Manager LLC, a Florida limited liability company, as Manager of Miramar Red Rd Venture LLC, a Delaware limited liability company, as sole member of Miramar Red Rd East Holdings, LLC, a Delaware limited liability company, as sole member of Miramar Red Rd East Owner, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ (type of identification) as identification.



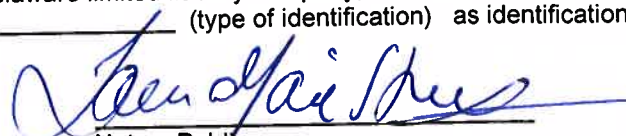

Notary Public
State of Florida
My Commission Expires:

EXHIBIT "A"

SKETCH & LEGAL DESCRIPTION

EXHIBIT "A"

SURVEYOR'S NOTES

1. The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
2. Measurements shown hereon are expressed in U.S. survey feet and decimal parts thereof.
3. The bearings shown hereon are based on the record plat MIRAMAR RESIDENTIAL PLAT and are relative to the South line of Section 25-51-40, bearing South 89°41'54" West.
4. This drawing is not valid unless bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper. Unsigned copies may be provided for information purposes only.
5. This sketch and description consists of 3 Sheets and each sheet shall not be considered full, valid and complete unless attached to each other.
6. Sun-Tech Engineering, Inc. reserved the right to utilize any and all information obtained in the preparation of this sketch for any other purposes.
7. The undersigned Surveyor has not been provided a current title commitment or abstract of matters affecting boundary or title to the subject property. It is possible that there are instruments which affect the subject property which are unknown to the reviewing Surveyor.
8. Sun-Tech Engineering, Inc. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB.7019, pursuant to the provisions of Chapter 472, Florida Statutes.
9. Some features may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled dimensions.
10. Sources of information utilized in the preparation of this sketch and description are as follows:
 - A. Record Plat entitled ALTMAN DEVELOPMENT MIRAMAR, Plat Book 183, Page 232, Broward County Records.
 - B. Record Plat entitled THE EVERGLADES SUGAR & LAND CO. SUBDIVISION OF SECTIONS 6,7,18,19,30 AND 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST AND THE EAST HALF OF TOWNSHIP 51 SOUTH, RANGE 40 EAST, Plat Book 2, Page 39, Miami-Dade County Records.
 - C. Record Plat entitled MIRAMAR RESIDENTIAL PLAT, Plat Book 175, Page 84, Broward County Records.

SURVEYOR'S CERTIFICATION

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

Sun-Tech Engineering, Inc.

Date of Preparation: February 21, 2018.

Donald L. Cooper 1.3.2019
 Donald L. Cooper, P.S.M.
 Professional Surveyor and Mapper
 Florida Registration No. 6269

Date

3813Sk4AltisWestrevPLAT.c

JOB No.:

16-3813

DATE	REVISION	BY	CHK.
7/3/2018	REVISED BOUNDARY	WV	DLC
1/02/2019	REVISE BDY & TO RECORD PLAT	WV	DLC



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

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

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

DESCRIPTION - Altis West

A parcel of land being a portion of Tract A, **ALTMAN DEVELOPMENT MIRAMAR**, according to the Plat thereof, as recorded in Plat Book 183, Page 232, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGIN at the southwest corner of said Tract A; thence along the westerly line of said Tract A, North 32°14'35" East, 1050.29 feet; thence South 57°45'25" East, 633.00 feet; thence North 32°14'35" East, 18.00 feet; thence South 57°45'25" East, 169.53 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears South 63°21'07" East); thence southwesterly along the arc of said curve being concave to the northwest, having a radius of 606.00 feet, a central angle of 27°46'15", an arc distance of 293.73 feet; thence tangent to said curve, South 54°25'08" West, 231.94 feet to a point on the arc of a tangent curve; thence southwesterly along the arc of said curve being concave to the southeast, having a radius of 119.00 feet, a central angle of 54°43'14", an arc distance of 113.65 feet; thence tangent to said curve, South 00°18'06" East, 16.62 feet to an intersection with the South line of said Tract A; thence along said line, South 89°41'54" West, 81.08 feet; thence along said line, South 00°18'06" East, 1.02 feet; thence along said line, South 89°41'54" West, 740.33 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Miramar, Broward County, Florida and containing 13.9338 acres, 606,958 square feet, more or less.



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

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

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

Not valid without sheet 1 and 3.

3813Sk4AltisWestrevPLAT.dwg

JOB No.:

16-3813

SURVEYOR'S NOTES

1. The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
2. Measurements shown hereon are expressed in U.S. survey feet and decimal parts thereof.
3. The bearings shown hereon are based on the record plat MIRAMAR RESIDENTIAL PLAT and are relative to the South line of Section 25-51-40, bearing South 89°41'54" West.
4. This drawing is not valid unless bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper. Unsigned copies may be provided for information purposes only.
5. This sketch and description consists of 3 Sheets and each sheet shall not be considered full, valid and complete unless attached to each other.
6. Sun-Tech Engineering, Inc. reserved the right to utilize any and all information obtained in the preparation of this sketch for any other purposes.
7. The undersigned Surveyor has not been provided a current title commitment or abstract of matters affecting boundary or title to the subject property. It is possible that there are instruments which affect the subject property which are unknown to the reviewing Surveyor.
8. Sun-Tech Engineering, Inc. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB.7019, pursuant to the provisions of Chapter 472, Florida Statutes.
9. Some features may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled dimensions.
10. Sources of information utilized in the preparation of this sketch and description are as follows:
 - A. Record Plat entitled ALTMAN DEVELOPMENT MIRAMAR, Plat Book 183, Page 232, Broward County, Records.
 - B. Record Plat entitled THE EVERGLADES SUGAR & LAND CO. SUBDIVISION OF SECTIONS 6,7,18,19,30 AND 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST AND THE EAST HALF OF TOWNSHIP 51 SOUTH, RANGE 40 EAST, Plat Book 2, Page 39, Miami-Dade County Records.
 - C. Record Plat entitled MIRAMAR RESIDENTIAL PLAT, Plat Book 175, Page 84, Broward County Records.

SURVEYOR'S CERTIFICATION

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

Sun-Tech Engineering, Inc.

Date of Preparation: February 21, 2018.

Donald L. Cooper
 Donald L. Cooper, P.S.M.

Professional Surveyor and Mapper
 Florida Registration No. 6269

1/3/2019
 Date

3813Sk5AltisEastrevPLAT.dwg

JOB No.:

16-3813

DATE	REVISION	BY	CHK.
7/3/2018	REVISED BOUNDARY	VV	DLC
1/02/2019	REVISE BDY & TO RECORD PLAT	VV	DLC

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DESCRIPTION - Altis East

A parcel of land being a portion of Tract A, **ALTMAN DEVELOPMENT MIRAMAR**, according to the Plat thereof as recorded in Plat Book 183, Page 232, of the Public Records of Broward County, Florida, **AND** a portion of Tracts 3, 29 and 30 of **THE EVERGLADES SUGAR & LAND CO. SUBDIVISION OF SECTIONS 6,7,18,19,30 AND 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST AND THE EAST HALF OF TOWNSHIP 51 SOUTH, RANGE 40 EAST**, being in Section 25, Township 51 South, Range 40 East, according to the Plat thereof as recorded in Plat Book 2, Page 39, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the most northerly corner of said Tract A, said point being on the arc of a curve with a radial line through said point bearing North 37°30'51" East; thence along the easterly line of said Tract A and southeasterly along the arc of said curve being concave to the southwest, having a radius of 1537.02 feet, a central angle of 00°15'44", an arc distance of 7.03 feet to the **POINT OF BEGINNING**; thence along said line and continuing along the arc of said curve being concave to the southwest, having a radius of 1537.02 feet, a central angle of 24°17'18", an arc distance of 651.56 feet; thence South 60°27'41" West, 4.26 feet to a point on the arc of a tangent curve; thence southwesterly along the arc of said curve being concave to the southeast, having a radius of 102.00 feet, a central angle of 37°46'08", an arc distance of 67.24 feet; thence tangent to said curve, South 22°41'33" West, 50.91 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears South 86°10'02" West); thence southeasterly along the arc of said curve being concave to the northeast, having a radius of 114.00 feet, a central angle of 13°13'20", an arc distance of 26.31 feet; thence tangent to said curve, South 17°03'18" East, 23.65 feet to a point on the arc of a tangent curve; thence southerly along the arc of said curve being concave to the West, having a radius of 381.00 feet, a central angle of 26°03'03", an arc distance of 173.23 feet to a point of compound curvature; thence southwesterly along the arc of said curve being concave to the northwest, having a radius of 606.00 feet, a central angle of 17°39'08", an arc distance of 186.70 feet; thence North 57°45'25" West, 169.53 feet; thence South 32°14'35" West, 18.00 feet; thence North 57°45'25" West, 633.00 feet to an intersection with the westerly line of aforesaid Tract A; thence along said line, North 32°14'35" East, 6.02 feet; thence North 57°45'10" West, 3.76 feet; thence North 29°15'16" West, 52.74 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears North 77°44'06" West); thence northeasterly along the arc of said curve being concave to the southeast, having a radius of 48.00 feet, a central angle of 19°58'41", an arc distance of 16.74 feet; thence tangent to said curve, North 32°14'35" East, 302.56 feet; thence North 77°14'35" East, 62.07 feet to a point on the arc of a tangent curve; thence northeasterly along the arc of said curve being concave to the northwest, having a radius of 55.00 feet, a central angle of 45°00'00", an arc distance of 43.20 feet; thence tangent to said curve North 32°14'35" East, 253.84 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Miramar, Broward County, Florida and containing 10.1100 acres, 440,390 square feet, more or less.



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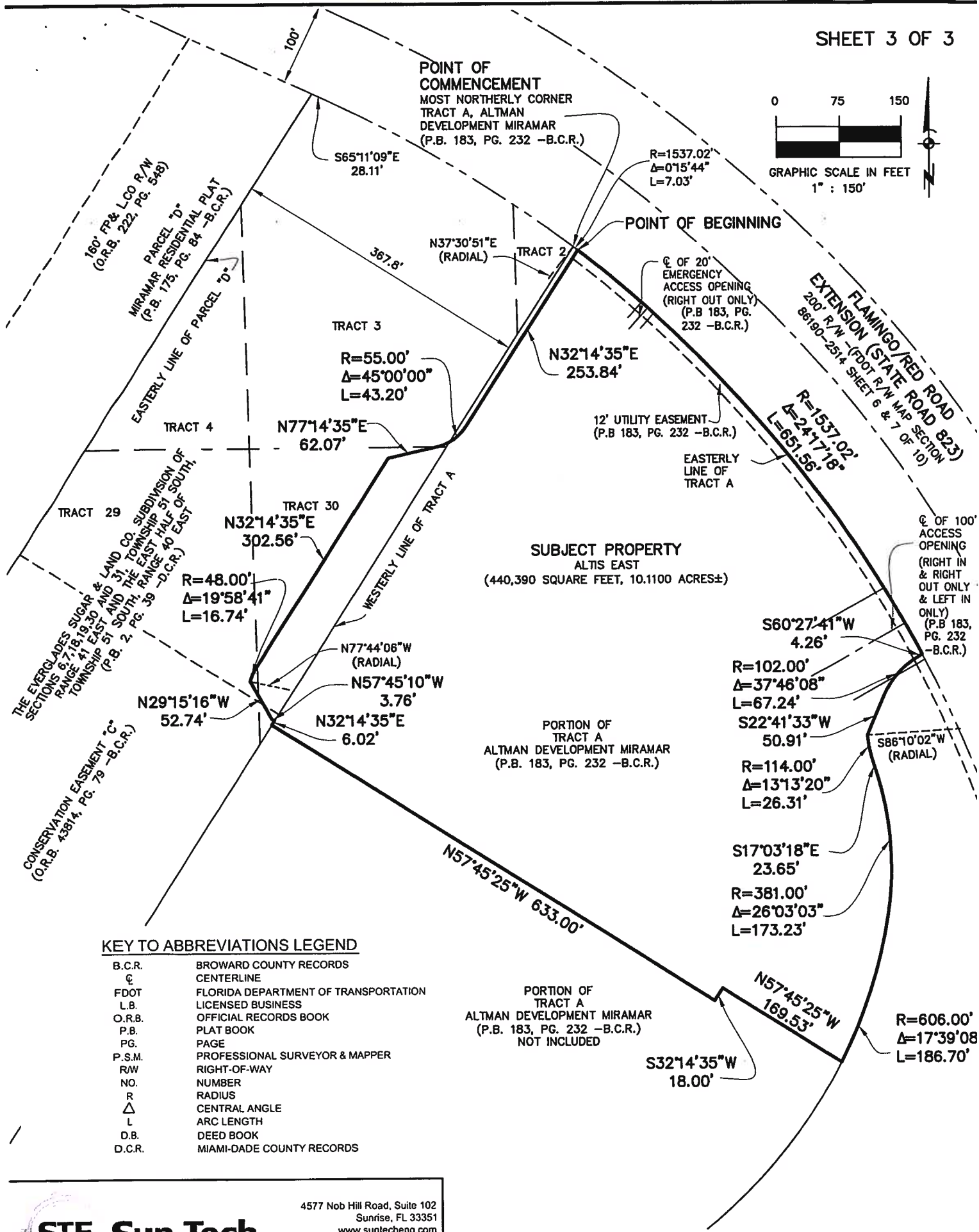
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Fax (954) 777-3114

Not valid without sheet 1 and 3.

3813Sk5AltisEastrevPLAT.d

JOB No.:

16-3813



SURVEYOR'S NOTES

1. The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
2. Measurements shown hereon are expressed in U.S. survey feet and decimal parts thereof.
3. The bearings shown hereon are based on the record plat MIRAMAR RESIDENTIAL PLAT and are relative to the South line of Section 25-51-40, bearing South 89°41'54" West.
4. This drawing is not valid unless bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper. Unsigned copies may be provided for information purposes only.
5. Sun-Tech Engineering, Inc. reserved the right to utilize any and all information obtained in the preparation of this sketch for any other purposes.
6. The undersigned Surveyor has not been provided a current title commitment or abstract of matters affecting boundary or title to the subject property. It is possible that there are instruments which affect the subject property which are unknown to the reviewing Surveyor.
7. Sun-Tech Engineering, Inc. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB.7019, pursuant to the provisions of Chapter 472, Florida Statutes.
8. Some features may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled dimensions.
9. Sources of information utilized in the preparation of this sketch and description are as follows:
 - A. Record Plat entitled ALTMAN DEVELOPMENT MIRAMAR, Plat Book 183, Page 232, Broward County Records.
 - B. Record Plat entitled THE EVERGLADES SUGAR & LAND CO. SUBDIVISION OF SECTIONS 6,7,18,19,30 AND 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST AND THE EAST HALF OF TOWNSHIP 51 SOUTH, RANGE 40 EAST, Plat Book 2, Page 39, Miami-Dade County Records.
 - C. Record Plat entitled MIRAMAR RESIDENTIAL PLAT, Plat Book 175, Page 84, Broward County Records.

SURVEYOR'S CERTIFICATION

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

Sun-Tech Engineering, Inc.

Date of Preparation: October 25, 2017.

DATE	REVISION	BY	CHK.
2/21/2018	REVISED BOUNDARY	VV	DLC
5/29/2018	REVISED BOUNDARY	VV	DLC
1/02/2019	REVISED TO RECORD PLAT	VV	DLC

Donald L. Cooper 1.3.2019
 Donald L. Cooper, P.S.M. Date
 Professional Surveyor and Mapper
 Florida Registration No. 6269

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3813Sk2retailREV-PLAT.dwg
 JOB No.:
 16-3813

DESCRIPTION - Retail Area

A parcel of land being a portion of Tract A, **ALTMAN DEVELOPMENT MIRAMAR**, according to the Plat thereof, as recorded in Plat Book 183, Page 232, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the most northerly corner of said Tract A, said point being on the arc of a curve with a radial line through said point bearing North 37°30'51" East; thence along the easterly line of said Tract A and southeasterly along the arc of said curve being concave to the southwest, having a radius of 1537.02 feet, a central angle of 24°33'02", an arc distance of 658.59 feet to the **POINT OF BEGINNING**; thence along said line and continuing southeasterly along the arc of said curve being concave to the southwest, having a radius of 1537.02 feet, a central angle of 26°10'29", an arc distance of 702.16 feet; thence along said easterly line and tangent to said curve, South 1°45'39" East, 253.95 feet to a corner of said Tract A; thence along the South line of said Tract A, the following six (6) courses and distances, South 43°58'07" West, 48.70 feet; thence South 89°41'54" West, 49.10 feet; thence North 00°18'06" West, 2.00 feet; thence South 89°41'54" West, 40.00 feet; thence South 00°18'06" East, 2.00 feet; thence South 89°41'54" West, 590.93 feet; thence North 00°18'06" West, 16.62 feet to a point on the arc of a tangent curve; thence northeasterly along the arc of said curve being concave to the southeast, having a radius of 119.00 feet, a central angle of 54°43'14", an arc distance of 113.65 feet; thence tangent to said curve, North 54°25'08" East, 231.94 feet to a point on the arc of a tangent curve; thence northeasterly along the arc of said curve being concave to the northwest, having a radius of 606.00 feet, a central angle of 45°25'23", an arc distance of 480.43 feet to a point of compound curvature; thence northerly along the arc of said curve being concave to the West, having a radius of 381.00 feet, a central angle of 26°03'03", an arc distance of 173.23 feet; thence tangent to said curve, North 17°03'18" West, 23.65 feet to a point on the arc of a tangent curve; thence northwesterly along the arc of said curve being concave to the northeast, having a radius of 114.00 feet, a central angle of 13°13'20", an arc distance of 26.31 feet; thence North 22°41'33" East, 50.91 feet to a point on the arc of a tangent curve; thence northeasterly along the arc of said curve being concave to the southeast, having a radius of 102.00 feet, a central angle of 37°46'08", an arc distance of 67.24 feet; thence tangent to said curve North 60°27'41" East, 4.26 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Miramar, Broward County, Florida and containing 7.0378 acres, 306,566 square feet, more or less.



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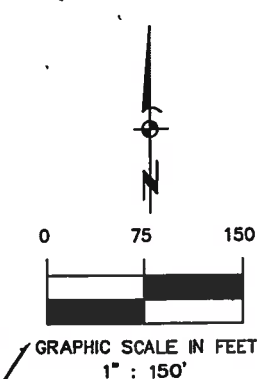
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3813Sk2retailREV-PLAT.dwg

JOB No.:

16-3813



POINT OF COMMENCEMENT
MOST NORTHERLY CORNER
TRACT A, ALTMAN
DEVELOPMENT MIRAMAR
(P.B. 183, PG. 232 -B.C.R.)

PORTION OF
TRACT A
ALTMAN DEVELOPMENT MIRAMAR
(P.B. 183, PG. 232 -B.C.R.)
NOT INCLUDED

N60°27'41"E
4.26'
R=102.00'
Δ=37°46'08"
L=67.24'
N22°41'33"E
50.91'
R=114.00'
Δ=13°13'20"
L=26.31'

N17°03'18"W
23.65'

R=381.00'
Δ=26°03'03"
L=173.23'

R=606.00'
Δ=45°25'23"
L=480.43'

PORTION OF
TRACT A
ALTMAN DEVELOPMENT MIRAMAR
(P.B. 183, PG. 232 -B.C.R.)

SUBJECT PROPERTY

RETAIL AREA
306,566 SQUARE FEET, 7.0378 ACRES±)

R=119.00'
Δ=54°43'14"
L=113.65'
Q OF 100' ACCESS
OPENING
(P.B. 183, PG. 232 -B.C.R.)

N00°18'06"W
16.62'

Q OF 50' ACCESS
OPENING
(P.B. 183, PG. 232 -B.C.R.)

12' UTILITY EASEMENT
(P.B. 183, PG. 232 -B.C.R.)

S89°41'54"W 590.93'

S89°41'54"W
40.00'

S43°58'07"W
48.70'

S00°18'06"E
2.00'

N00°18'06"W
2.00'

S89°41'54"W
49.10'
N01°45'39"W 98.03'

100' R/W - (D.B. 634, PG. 183 -B.C.R.)

SOUTH LINE OF THE N.E. 1/4
OF SECTION 25-51-40

KEY TO ABBREVIATIONS LEGEND

B.C.R.	BROWARD COUNTY RECORDS
Q	CENTERLINE
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
L.B.	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
R/W	RIGHT-OF-WAY
NO.	NUMBER
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
D.C.R.	MIAMI-DADE COUNTY RECORDS

3813Sk2retailREV-PLAT.dwg

JOB No.:

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EXHIBIT "B"

ENGINEER'S CERTIFIED COST ESTIMATE FOR THE TRAFFIC SIGNAL

June 20, 2019

Mike Gai
Principal

Sun-Tech Engineering, Inc. | 4577 Nob Hill Rd. Suite 102 | Sunrise, FL 33351



RE: Project Name: Altman Development
Signal Cost Certification

Dear Mr. Gai,

CALTRAN Engineering group, Inc. (CALTRAN) completed the cost certification for the signal implementation at the intersection located on Miramar Parkway at Miramar Park Place located 100' opening west of Red Road in Broward County.

Based on this analysis, CALTRAN concluded that:

The signal component implementation for this specific location is estimated at cost of **\$698,535.12**. This cost is limited to signal component features and elements based on Florida Department of Transportation (FDOT) pay-item list Area 12 (Broward and Palm Beach Counties) shown in the next page. This signal cost was prepared considering the latest available roadway plans provided by Sun-Tech Engineering, Inc. The cost estimate components include costs for resurfacing and striping at the intersection; modifying ramps to account for crossings and cost estimates ratios for the signal design, post-design fees, the maintenance of traffic (MOT) cost and the Construction Engineering & Inspection (CE&I).

Engineer's Certification

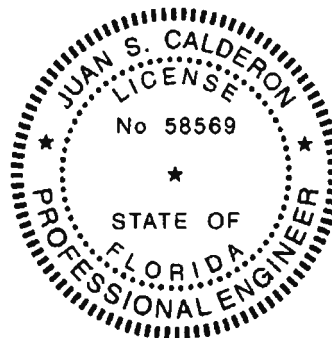
I, Juan S. Calderon, certify that I currently hold an active Professional Engineer's License in the State of Florida and I am competent through education and experience to provide engineering services in the civil and traffic engineering disciplines contained in this report. I further certify that this report was prepared by me, or under my responsible charge, as required by Chapter 61G15-18, F.A.C. and that all statements, conclusions and recommendations made herein are true and correct to the best of my knowledge and ability.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

Juan S Calderon
2019.06.20 13:26:43 -04'00'

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED SIGNED AND
SEALED AND THE SIGNATURE MUST
BE VERIFIED ON ANY ELECTRONIC
COPIES.



CALTRAN ENGINEERING GROUP
790 NW 107 AVENUE, Suite 200
MIAMI, FL 33172

CERTIFICATE OF AUTHORIZATION 29379
JUAN S. CALDERON, P.E. NO. 58569

ITEM	PAY ITEM	DESCRIPTION	UNITS	AVERAGE UNIT COST	QUANTITY	TOTAL AMOUNT
PAY ITEMS						
SIGNALIZATION						
1	630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	\$19.52	2000	\$39,040.00
2	632 7 1	SIGNAL CABLE, NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	\$5,198.33	1	\$5,198.33
3	635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	\$635.57	21	\$13,346.97
4	635 2 12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	\$1,186.52	1	\$1,186.52
5	639 1 122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	\$3,295.84	1	\$3,295.84
6	639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	\$5.50	20	\$110.00
7	639 3 11	ELECTRICAL SERVICE DISCONNECT F&I POLE MOUNT	EA	\$758.64	1	\$758.64
8	641 2 12	PRESTRESSED CONCRETE POLE, F&I TYPE P-8 SERVICE POLE	EA	\$1,448.31	1	\$1,448.31
9	646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	\$1,060.72	4	\$4,362.88
10	649 2 110	STEEL MAST ARM ASSEMBLY, F&I 60'	EA	\$37,849.78	1	\$37,849.78
11	649 2 115	STEEL MAST ARM ASSEMBLY, F&I 70'	EA	\$45,051.50	3	\$135,154.50
12	650 1 14	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	\$873.87	8	\$6,990.96
13	650 1 18	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION STRAIGHT, 1 WAY	AS	\$1,183.33	2	\$2,366.66
14	653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	\$767.51	4	\$3,070.04
15	660 4 11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	EA	\$10,123.65	1	\$10,123.65
16	660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	EA	\$3,741.17	6	\$22,447.02
17	665 1 11	PEDESTRIAN DETECTOR, F&I STANDARD	EA	\$361.77	4	\$1,207.08
18	670 5 122	TRAF CTL, ASSEM, F&I 170.2 PREEM PLANS	AS	\$29,000.00	1	\$29,000.00
19	684 1 1	MANAGED FIELD ETHERNET SWITCH, F&I (THE ALCATEL-LUCENT OMNISWITCH 6865 MODEL OS6865-P16X)	EA	\$5,594.48	1	\$5,594.48
20	700 5 21	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	\$2,574.95	4	\$10,299.80
SUB-TOTAL SIGNALIZATION ITEMS						\$332,619.24
ROADWAY						
21	110 4 10	REMOVAL OF EXISTING CONCRETE	SY	\$24.00	49	\$1,180.41
24	327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	\$2.22	4427.4	\$9,828.83
25	337 7 82	ASPHALT CONCRETE FRICTION COURSE TRAFFIC C, FC-R-5, PG 76-22	TN	\$144.64	243.5	\$35,219.84
26	520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	\$21.49	697	\$14,763.63
27	522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	\$44.29	171	\$7,573.59
28	527 2	DETECTABLE WARNINGS	SF	\$27.50	53.4	\$1,468.50
SUB-TOTAL ROADWAY ITEMS						\$70,034.80
SIGNING AND MARKINGS						
29	700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	\$378.57	6	\$2,271.42
30	710 90	PAINTED PAVEMENT MARKINGS FINAL SURFACE	LS	\$1.00	\$1,104.61	\$1,104.61
31	711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	LF	\$2.23	302.4	\$674.35
32	711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	\$10.05	388.2	\$3,936.61
33	711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/6-10 GAP EXTENSION, 6"	GM	\$1,250.32	0.008	\$10.00
34	711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	\$58.00	6	\$336.00
35	711 14180	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	\$248.12	3	\$744.36
36	711 14170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	\$103.36	3	\$310.08
37	711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	\$3,827.00	0.178	\$681.21
38	711 16131	THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	GM	\$1,240.73	0.19	\$235.74
39	711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	\$3,899.14	0.116	\$452.30
SUB-TOTAL SIGNING AND MARKINGS ITEMS						\$13,140.88
Sub-Total						\$415,794.71
40	D	CONTINGENCY (20%)	LS	20%	\$	\$83,158.94
41	G	Design & Post-Design (10%)	LS	10%	\$	\$49,895.37
42	G	CEI (15%)	LS	15%	\$	\$74,843.05
43	H	MOT (15%)	LS	15%	\$	\$74,843.05
TOTAL CONSTRUCTION COST						\$698,535.12

CONSENT AND JOINDER OF MORTGAGEE

_____, a _____ Corporation, being the owner and holder of that certain: Mortgage in favor of the same and on Exhibit "A" to the Traffic Signalization Agreement to which this Consent and Joinder is, which Mortgage was recorded on _____, in Official Records Book _____, Page _____, Public Records of Broward County, Florida; Assignment of Leases, Rents and Profits in favor of the same and on the Property in Exhibit "A" referenced in the Traffic Signalization Agreement, which Assignment of Leases, Rents and Profits was recorded on _____, in Official Records Book _____, Page _____, Public Records of Broward County, Florida; UCC-1 Financing Statement in favor of the same and on Exhibit "A" in the Binding Lot Agreement for _____, which UCC-1 Financing Statement was recorded on _____, in Official Records Book _____, Page _____, Public Records of Brevard County, Florida; does hereby join in and consent to the foregoing Traffic Signalization Agreement, and agrees that the lien of the said Mortgage, Assignment of Leases, Rents, and Profits, and the UCC-1 Financing Statement, shall be subject and subordinate to the provisions of said Traffic Signalization Agreement; provided, however, that nothing herein shall be deemed to constitute a waiver of any rights reserved or granted to the Mortgagee (or similarly situated parties) in said instruments.

_____, a _____
Corporation

Sign: _____
Print Name: _____
Address: _____

Sign: _____
Print Name: _____
Address: _____

By: _____
_____, its
_____-President, whose
address is: _____

(SEAL)

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me, this _____ day of _____, 200____, by _____, as _____-President of _____, a _____ Corporation, on behalf of the corporation. He/She is personally known to me or has produced _____

as identification.

Notary Public
State of _____ at Large
My Commission expires:

THIS INSTRUMENT SHOULD
BE RETURNED TO:

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

LIMITED LIABILITY COMPANY AFFIDAVIT
For MIRAMAR PARK PLACE ASSOCIATES, LLC

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared David Coppa ("Affiant") having an address of 431 Fairway Drive – Suite 201, Deerfield Beach, Florida 33441, who after being first duly sworn by me, deposes and says:

1. That Miramar Park Place Associates, LLC, a Florida Limited Liability Company (the "Company") was formed pursuant to and in accordance with the laws of the State of Florida, as set forth in the Articles of Organization filed with the Florida Secretary of State on April 9, 2019, and the Operating Agreement (collectively, the "Company Organizational and Operating Documents") was adopted thereafter. That the Company is a manager-managed limited liability company, and any Manager of the Company acting alone has the authority to execute all conveyances, notes, mortgages, encumbrances and any other instruments of or affecting the Company property and to otherwise bind the Company.

2. That the Company's manager is DKC Manager, LLC, a Florida Limited Liability Company (hereinafter: "DKC") which was formed pursuant to and in accordance with the laws of the State of Florida, as set forth in the Articles of Organization filed with the Florida Secretary of State on November 19, 2015, and the Operating Agreement (collectively, the "DKC Organizational and Operating Documents") was adopted thereafter. That DKC is a manager-managed limited liability company, and any Manager of DKC acting alone has the authority to execute all conveyances, notes, mortgages, encumbrances and any other instruments of or affecting the Company property and to otherwise bind DKC.

3. That the Manager and Chief Executive Officer of DKC Manager, LLC, a Florida Limited Liability Company is David Coppa.

4. That the Company and DKC are presently in existence and in good standing under the laws of the State of Florida.

5. That the Company and DKC are registered with and authorized by the Florida Secretary of State to transact business in the State of Florida.

6. That the Company Organizational and Operating Documents and the DKC Organizational and Operating Documents are all in full force and effect and have not been amended, modified or revoked.

7. That neither the Company, DKC, nor David Coppa are a debtor in a bankruptcy proceeding.

8. This affidavit is given pursuant to Sections 605.0110 and 605.04074, Florida Statutes.

9. That this affidavit is given to induce reliance by the City of Miramar, a Florida Municipal Corporation, with regard to the execution of a Revocable License Agreement to Encroach Into Easement, Perpetual Landscape Maintenance Agreement, a Traffic Signalization Agreement, Bus Shelter Easement, Agreement for Traffic Control and Enforcement, and other development related agreements, all with the City of Miramar, which will encumber all of, or portions of real property owned by the Company, described as Tract A, Altman Development Miramar, according to the plat thereof, as recorded in Plat Book 183, Pages 232-233, Public Records of Broward County, FL.

FURTHER AFFIANT SAYETH NOT.


David Coppa

The foregoing instrument was sworn to and acknowledged before me this 4 day of November, 2019, by David Coppa, who is personally known to me or _____ who produced _____ as identification.


Notary Public
State of Florida
My Commission Expires:



THIS INSTRUMENT SHOULD
BE RETURNED TO:

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

LIMITED LIABILITY COMPANY AFFIDAVIT
For MIRAMAR RED RD EAST OWNER LLC

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Timothy A. Peterson ("Affiant") having an address of The Altman Companies, LLC, 1515 South Federal Highway, Boca Raton, FL 33432, who after being first duly sworn by me, deposes and says:

1. That Miramar Red Rd East Owner LLC, a Delaware Limited Liability Company (the "Company") was formed pursuant to and in accordance with the laws of the State of Delaware, as set forth in the Articles of Organization filed with the Delaware Secretary of State on April 25, 2019, and the Operating Agreement (collectively, the "Company Organizational and Operating Documents") was adopted thereafter. That the Company is a member-managed limited liability company, and any Member of the Company acting alone has the authority to execute all conveyances, notes, mortgages, encumbrances and any other instruments of or affecting the Company property and to otherwise bind the Company.
2. That the Company's sole Member is Miramar Red Rd East Holdings LLC, a Delaware Limited Liability Company (hereinafter: "Miramar Red Rd East Holdings") which was formed pursuant to and in accordance with the laws of the State of Delaware, as set forth in the Articles of Organization filed with the Delaware Secretary of State on April 25, 2019, and the Operating Agreement (collectively, the "Miramar Red Rd East Holdings Organizational and Operating Documents") was adopted thereafter. That Miramar Red Rd East Holdings is a member-managed limited liability company, and any Member of Miramar Red Rd East Holdings acting alone has the authority to execute all conveyances, notes, mortgages, encumbrances and any other instruments of or affecting the Company and to otherwise bind the Miramar Red Rd East Holdings.
3. That Miramar Red Rd East Holdings' sole Member is Miramar Red Rd Venture LLC, a Delaware Limited Liability Company (hereinafter: "Miramar Red Rd Venture") which was formed pursuant to and in accordance with the laws of the State of Delaware, as set forth in the Articles of Organization filed with the Delaware Secretary of State on April 25, 2019, and the Operating Agreement (collectively, the "Miramar Red Rd Venture Organizational and Operating Documents") was adopted thereafter. That Miramar

Red Rd Venture is a manager-managed limited liability company, and any Manager of Miramar Red Rd Venture acting alone has the authority to execute all conveyances, notes, mortgages, encumbrances and any other instruments of or affecting the Miramar Red Rd East Holdings and to otherwise bind the Miramar Red Rd Venture.

4. That Miramar Red Rd Venture's Manager is Altis Miramar Manager, LLC, a Florida Limited Liability Company (hereinafter: "Altis Miramar") which was formed pursuant to and in accordance with the laws of the State of Florida, as set forth in the Articles of Organization filed with the Florida Secretary of State on February 26, 2018, and the Operating Agreement (collectively, the "Altis Miramar Organizational and Operating Documents") was adopted thereafter. That Altis Miramar is a manager-managed limited liability company, and any Manager of Altis Miramar acting alone has the authority to execute all conveyances, notes, mortgages, encumbrances and any other instruments of or affecting Miramar Red Rd Venture and to otherwise bind the Altis Miramar.

5. That Altis Miramar's Manager is Apartment Development GP, LLC, a Florida Limited Liability Company (hereinafter: "Apartment Development") which was formed pursuant to and in accordance with the laws of the State of Florida, as set forth in the Articles of Organization filed with the Florida Secretary of State on January 18, 2006, and the Operating Agreement (collectively, the "Apartment Development Organizational and Operating Documents") was adopted thereafter. That Apartment Development is a manager-managed limited liability company, and any Manager of Apartment Development acting alone has the authority to execute all conveyances, notes, mortgages, encumbrances and any other instruments of or affecting the Altis Miramar and to otherwise bind the Apartment Development.

6. That Apartment Development's Manager is Old Tac, Inc., a Michigan Corporation (hereinafter: "Old Tac") which was formed pursuant to and in accordance with the laws of the State of Michigan, as set forth in the Articles of Incorporation filed with the Michigan Secretary of State on June 28, 1985, and the By-Laws (collectively, the "Old Tac Organizational and Operating Documents") was adopted thereafter. That Old Tac is a managed by officers and a board of directors, and the President or Vice-President has the authority to execute all conveyances, notes, mortgages, encumbrances and any other instruments of or affecting Apartment Development and to otherwise bind the Old Tac.

7. That Timothy A. Peterson is the Vice-President of Old Tac, Inc., a Michigan Corporation.

8. That the Company, Altis Miramar and Apartment Development, are all presently in existence and in good standing under the laws of the State of Florida, and that the Company, Miramar Red Rd East Holdings, and Miramar Red Rd Venture, are all presently in existence and in good standing under the laws of the State of Delaware. That Old Tac is presently in existence and in good standing under the laws of the State of Michigan.

8. That the Company, Altis Miramar, Apartment Development, and Old Tac, are all registered with and authorized by the Florida Secretary of State to transact business in the State of Florida.

9. That the Company Organizational and Operating Documents, the Miramar Red Rd East Holdings Organizational and Operating Documents, the Miramar Red Rd Venture Organizational and Operating Documents, the Altis Miramar Organizational and Operating Documents, the Apartment Development Organizational and Operating Documents, and the Old Tac Organizational and Operating Documents, are all in full force and effect and have not been amended, modified or revoked.

10. That neither the Company, Miramar Red Rd East Holdings, Miramar Red Rd Venture, Altis Miramar, Apartment Development, Old Tac, nor Timothy A. Peterson are a debtor in a bankruptcy proceeding.

11. This affidavit is given pursuant to Sections 605.0110 and 605.04074, Florida Statutes.

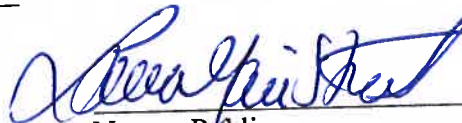
12. That this affidavit is given to induce reliance by the City of Miramar, a Florida Municipal Corporation, with regard to the execution of Perpetual Landscape Maintenance Agreement, a Traffic Signalization Agreement, a Park Agreement- Fee in Lieu of Land - Park Homes, Revocable License Agreement to Encroach into Easement, and other development related agreements, all with the City of Miramar, which will encumber all of, or portions of real property owned by the Company, described as Tract A, Altman Development Miramar, according to the plat thereof, as recorded in Plat Book 183, Pages 232-233, Public Records of Broward County, FL.

FURTHER AFFIANT SAYETH NOT.


Timothy A. Peterson

The foregoing instrument was sworn to and acknowledged before me this 15 day of November, 2019, by Timothy A. Peterson, who is personally known to me or _____ who produced _____ as identification.




Notary Public
State of Florida
My Commission Expires:

THIS INSTRUMENT SHOULD
BE RETURNED TO:

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

LIMITED LIABILITY COMPANY AFFIDAVIT
For MIRAMAR RED RD WEST OWNER LLC

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Timothy A. Peterson ("Affiant") having an address of The Altman Companies, LLC, 1515 South Federal Highway, Boca Raton, FL 33432, who after being first duly sworn by me, deposes and says:

1. That Miramar Red Rd West Owner LLC, a Delaware Limited Liability Company (the "Company") was formed pursuant to and in accordance with the laws of the State of Delaware, as set forth in the Articles of Organization filed with the Delaware Secretary of State on April 25, 2019, and the Operating Agreement (collectively, the "Company Organizational and Operating Documents") was adopted thereafter. That the Company is a member-managed limited liability company, and any Member of the Company acting alone has the authority to execute all conveyances, notes, mortgages, encumbrances and any other instruments of or affecting the Company property and to otherwise bind the Company.

2. That the Company's sole Member is Miramar Red Rd West Holdings LLC, a Delaware Limited Liability Company (hereinafter: "Miramar Red Rd West Holdings") which was formed pursuant to and in accordance with the laws of the State of Delaware, as set forth in the Articles of Organization filed with the Delaware Secretary of State on April 25, 2019, and the Operating Agreement (collectively, the "Miramar Red Rd West Holdings Organizational and Operating Documents") was adopted thereafter. That Miramar Red Rd West Holdings is a member-managed limited liability company, and any Member of Miramar Red Rd West Holdings acting alone has the authority to execute all conveyances, notes, mortgages, encumbrances and any other instruments of or affecting the Company and to otherwise bind the Miramar Red Rd West Holdings.

3. That Miramar Red Rd West Holdings' sole Member is Miramar Red Rd Venture LLC, a Delaware Limited Liability Company (hereinafter: "Miramar Red Rd Venture") which was formed pursuant to and in accordance with the laws of the State of Delaware, as set forth in the Articles of Organization filed with the Delaware Secretary of State on April 25, 2019, and the Operating Agreement (collectively, the "Miramar Red Rd Venture Organizational and Operating Documents") was adopted thereafter. That Miramar

Red Rd Venture is a manager-managed limited liability company, and any Manager of Miramar Red Rd Venture acting alone has the authority to execute all conveyances, notes, mortgages, encumbrances and any other instruments of or affecting the Miramar Red Rd West Holdings and to otherwise bind the Miramar Red Rd Venture.

4. That Miramar Red Rd Venture's Manager is Altis Miramar Manager, LLC, a Florida Limited Liability Company (hereinafter: "Altis Miramar") which was formed pursuant to and in accordance with the laws of the State of Florida, as set forth in the Articles of Organization filed with the Florida Secretary of State on February 26, 2018, and the Operating Agreement (collectively, the "Altis Miramar Organizational and Operating Documents") was adopted thereafter. That Altis Miramar is a manager-managed limited liability company, and any Manager of Altis Miramar acting alone has the authority to execute all conveyances, notes, mortgages, encumbrances and any other instruments of or affecting Miramar Red Rd Venture and to otherwise bind the Altis Miramar.

5. That Altis Miramar's Manager is Apartment Development GP, LLC, a Florida Limited Liability Company (hereinafter: "Apartment Development") which was formed pursuant to and in accordance with the laws of the State of Florida, as set forth in the Articles of Organization filed with the Florida Secretary of State on January 18, 2006, and the Operating Agreement (collectively, the "Apartment Development Organizational and Operating Documents") was adopted thereafter. That Apartment Development is a manager-managed limited liability company, and any Manager of Apartment Development acting alone has the authority to execute all conveyances, notes, mortgages, encumbrances and any other instruments of or affecting the Altis Miramar and to otherwise bind the Apartment Development.

6. That Apartment Development's Manager is Old Tac, Inc., a Michigan Corporation (hereinafter: "Old Tac") which was formed pursuant to and in accordance with the laws of the State of Michigan, as set forth in the Articles of Incorporation filed with the Michigan Secretary of State on June 28, 1985, and the By-Laws (collectively, the "Old Tac Organizational and Operating Documents") was adopted thereafter. That Old Tac is a managed by officers and a board of directors, and the President or Vice-President has the authority to execute all conveyances, notes, mortgages, encumbrances and any other instruments of or affecting Apartment Development and to otherwise bind the Old Tac.

7. That Timothy A. Peterson is the Vice-President of Old Tac, Inc., a Michigan Corporation, and is authorized to sign instrument and bind Old Tac.

8. That the Company, Altis Miramar and Apartment Development, are all presently in existence and in good standing under the laws of the State of Florida, and that the Company, Miramar Red Rd West Holdings, and Miramar Red Rd Venture, are all presently in existence and in good standing under the laws of the State of Delaware. That Old Tac is presently in existence and in good standing under the laws of the State of Michigan.

8. That the Company, Altis Miramar, Apartment Development, and Old Tac, are all registered with and authorized by the Florida Secretary of State to transact business in the State of Florida.

9. That the Company Organizational and Operating Documents, the Miramar Red Rd West Holdings Organizational and Operating Documents, the Miramar Red Rd Venture Organizational and Operating Documents, the Altis Miramar Organizational and Operating Documents, the Apartment Development Organizational and Operating Documents, and the Old Tac Organizational and Operating Documents, are all in full force and effect and have not been amended, modified or revoked.

10. That neither the Company, Miramar Red Rd West Holdings, Miramar Red Rd Venture, Altis Miramar, Apartment Development, Old Tac, nor Timothy A. Peterson, are a debtor in a bankruptcy proceeding.

11. This affidavit is given pursuant to Sections 605.0110 and 605.04074, Florida Statutes.

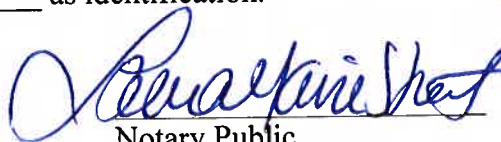
12. That this affidavit is given to induce reliance by the City of Miramar, a Florida Municipal Corporation, with regard to the execution of Revocable License Agreement To Encroach into Easement, Park Agreement – Fee in Lieu of Land – Altis Miramar, Perpetual Landscape Maintenance Agreement, a Traffic Signalization Agreement, and other development related agreements, all with the City of Miramar, which will encumber all of, or portions of real property owned by the Company, described as Tract A, Altman Development Miramar, according to the plat thereof, as recorded in Plat Book 183, Pages 232-233, Public Records of Broward County, FL.

FURTHER AFFIANT SAYETH NOT.



Timothy A. Peterson

The foregoing instrument was sworn to and acknowledged before me this 15th day of November, 2019, by Timothy A. Peterson, who is personally known to me or _____ who produced _____ as identification.



Notary Public
State of Florida
My Commission Expires:



LOCATION MAP

