

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

Meeting Date: July 8, 2020

Presenter's Name and Title: Salvador Zuniga, Asst. City Engineer, on behalf of Engineering and Strategic Development.

Temp. Reso. Number: R7202

Item Description: Temp. Reso. No. R7202, ACCEPTING AN ABSOLUTE BILL OF SALE AND EASEMENT FROM MIRAMAR SQUARE, LLC, FOR THE WATER AND SEWER SYSTEM IMPROVEMENTS TO SERVE THE GROVE; AUTHORIZING THE RELEASE OF SURETY BOND NO. 3301213 IN THE AMOUNT OF \$225,098.75 AND ACCEPTING A ONE-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$45,394.82 FROM MIRAMAR SQUARE, LLC. (Asst. City Engineer Salvador Zuniga)

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

Instructions for the Office of the City Clerk:

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

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. R7202**
 - **Exhibit A: Composite Exhibits:**
 - **Absolute Bill of Sale**
 - **Warranty**
 - **Waiver & Release of Lien**
 - **No Lien Affidavit**
 - **Easement**
 - **Opinion of Title**
 - **Maintenance Bond**
- **Attachment(s)**
 - **Attachment 1: Location Map**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, City Manager

BY: Salvador Zuniga, Assistant City Engineer

DATE: July 1, 2020

RE: Temp. Reso. No. R7202, Accepting an Absolute Bill of Sale and Easement from Miramar Square, LLC. for the water and sewer system improvements to serve The Grove

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. R7202, accepting an Absolute Bill of Sale and Easement from Miramar Square, LLC. (the "Developer"), for the water and sewer system improvements (the "Improvements"), to serve The Grove. Accepting the Improvements includes the release of Surety Bond No. 3301213 in the amount of \$225,098.75 and receipt of a one-year Maintenance Bond in the amount of \$45,394.82, effective from the date of City Commission acceptance.

ISSUE: In accordance with Section 21-203, City Code, the Developer must provide an Easement and transfer the ownership of these utility improvements to the City.

BACKGROUND: The Grove (the "Project") is a commercial development consisting of 4 buildings of approximately 26,526 square feet within a total site area of 5.6 acres, located East of Flamingo Road & South of Miramar Boulevard, 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 \$181,579.28. As per the Service Agreement for Water and Sanitary Sewage Facilities, the Developer is required to provide a one-year Maintenance Bond in the amount of 25% of the actual cost of construction, which equates to \$45,394.82. The Developer has provided the required one-year Maintenance Bond along with the Absolute Bill of Sale and Easements 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 found to be acceptable by the Florida Department of Environmental Protection and Broward County Environmental Protection and Growth Management Department.

These Improvements will become the property of the City upon the City Commission's acceptance of the Absolute Bill of Sale. A one-year maintenance period by the Developer will begin effective from the date of City Commission acceptance. The maintenance responsibility of the City will begin after successful completion of the one-year maintenance period.

The Project Manager for this Project is Salvador Zuniga, Assistant 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. This is required by City Code and agreed beforehand with developers prior to approval of their site plan.

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. R7202
02/20/20
06/30/20

**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 MIRAMAR SQUARE, LLC, FOR THE WATER AND SEWER SYSTEM IMPROVEMENTS TO SERVE THE GROVE; AUTHORIZING THE RELEASE OF SURETY CASH BOND IN THE AMOUNT OF \$225,098.75 AND ACCEPTING A ONE-YEAR MAINTENANCE CASH BOND IN THE AMOUNT OF \$45,394.82 FROM MIRAMAR SQUARE, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miramar Square, LLC. (the “Developer”) has installed water and sewer system improvements (the “Improvements”) to serve The Grove (the “Project”), a commercial development located east of Flamingo Road & south of Miramar Boulevard; and

WHEREAS, in accordance with Section 21-203, City Code, the Developer must provide an Easement and transfer ownership of the Improvements to the City; and

WHEREAS, the Developer has submitted an Absolute Bill of Sale for transfer of ownership of the Improvements and required Easement, all in accordance with Section 21-203, City Code; and

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

Reso. No. _____

Temp. Reso. No. R7202

02/20/20

06/30/20

WHEREAS, the Developer has requested the City release the Surety Bond in the amount of \$225,098.75, and to accept the required one-year Maintenance Bond in the amount of \$45,394.82 for the maintenance of the Improvements; and

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

WHEREAS, the City Manager recommends acceptance from the Developer, of the Improvements to serve the Project, and the associated Absolute Bill of Sale and Easement, as well as the release of Surety Bond No. 3301213 in the amount of \$225,098.75, and the acceptance of the required one-year Maintenance Bond in the amount of \$45,394.82 for the maintenance of the Improvements; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to accept the Improvements, Absolute Bill of Sale, and Easement from the Developer, for the Improvements to serve the Project, and to release Surety Bond No. 3301213 in the amount of \$225,098.75, and accept the required one-year Maintenance Bond in the amount of \$45,394.82 for the maintenance of the Improvements.

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

Reso. No. _____

Temp. Reso. No. R7202
02/20/20
06/30/20

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 Easement with said conveyance to be made by the documents in the form attached hereto as Exhibit “A”, together with any non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That it authorizes the release of Surety Bond No. 3301213 in the amount of \$225,098.75 and accept the required one-year Maintenance Bond in the amount of \$45,394.82 for the maintenance of the Improvements.

Section 4: That the Absolute Bill of Sale, Easements shall be recorded in the Public Records of Broward County, Florida, with the actual cost of recording and the actual recording to be accomplished by the Developer with the original of the recorded documents returned to Engineering and Strategic Development.

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

Temp. Reso. No. R7202
02/20/20
06/30/20

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

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Maxwell B. Chambers

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
Vice Mayor Maxwell B. Chambers
Commissioner Yvette Colbourne
Commissioner Alexandra P. Davis
Mayor Wayne M. Messam

Voted

EXHIBIT “A”

COMPOSITE EXHIBITS

Includes:

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

ABSOLUTE BILL OF SALE

THIS INSTRUMENT RETURN TO:

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

THIS INSTRUMENT PREPARED BY:

Maria Juliana Ayalde, Esq.
Law Office of Maria Juliana PA
15800 Pines Blvd. Suite 205
Pembroke Pines, FL 33027

Property Appraiser's Parcel
Identification No. **514025-11-0010**

ABSOLUTE BILL OF SALE

THIS BILL OF SALE is made by Miramar Square, LLC, a Florida Limited Liability Company (Grantor) to the City of Miramar, a municipality organized under the laws of the State of Florida (Grantee).

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants, bargains, sells, delivers, and transfers to grants, bargains, sells, and transfers to Grantee and Grantee's successors and assigns, forever the following goods and chattels (the Personalty): Water and Sewer improvements upon that certain real property located in the City of Miramar, Broward County, Florida, as shown on the attached onsite **Exhibit A** and which Personalty is more particularly described in the attached onsite **Exhibit B**, which exhibits are hereby incorporated in this instrument by this reference, all water and sewer facilities built and constructed to serve *The Grove - ON SITE IMPROVEMENTS*.

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

Grantor represents, covenants, and warrants to Grantee and Grantee's successors and assigns that Grantor is the lawful owner of the Personalty; that the Personalty is free from all liens and encumbrances; that Grantor has good right to sell the Personalty, and that

Grantor will warrant and defend the sale of the Personalty against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal by and its authorized this 16 day of March, 2019.

Signed, sealed and delivered
in the presence of:

[Signature]
Print Name: EMILIANO RIVERO
Address: 2340 PINE NEEDLE CT
PEMBROKE PINES 33026

[Signature]
Print Name: RENATA CAMPOS
Address: 15964 SW 15th St
Pembroke Pines, 33027

Miramar Square, LLC, a Florida Limited
Liability Company

By: [Signature]
Victor E Taurizano, Authorized Manager
of Miramar Square, LLC.

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me
this 16th day of March 2020, 2019, Victor E Taurizano, as Authorized Manager
on behalf of the company. He is personally known to me or did produce
_____ as identification.

[Signature]
NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 4/13/2023

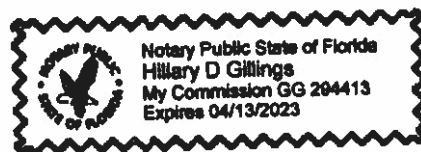


Exhibit "A"

Tract A, GROVE PLAT, a subdivision according to the plat thereof recorded at Plat Book 183, Pages 5 and 6, in the Public Records of Broward County, Florida

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT A
LEGAL DESCRIPTION OF
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A CITY OF MIRAMAR UTILITY EASEMENT BEING A PORTION OF PARCEL A, GROVE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183, PAGES 5 AND 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY NORTHWEST CORNER OF SAID PARCEL A;

THENCE S.43°57'25"W., A DISTANCE OF 33.44 FEET;

THENCE S.01°49'55"E. ALONG THE WEST LINE OF SAID PARCEL A, A DISTANCE OF 156.90 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 15.01 FEET TO A POINT ON THE EASTERLY SIDELINE OF A 12 FOOT WIDE UTILITY EASEMENT AS SHOWN ON ON SAID GROVE PLAT, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N.89°44'56"E. A DISTANCE OF 93.49 FEET;

THENCE N.00°15'04"W. A DISTANCE OF 17.67 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 20.00 FEET;

THENCE S.00°15'04"E. A DISTANCE OF 16.64 FEET;

THENCE N.46°56'53"E. A DISTANCE OF 16.15 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 67.67 FEET;

THENCE N.00°15'04"W. A DISTANCE OF 95.78 FEET;

THENCE N.44°44'56"E. A DISTANCE OF 33.39 FEET;

THENCE S.45°15'04"E. A DISTANCE OF 20.00 FEET;

THENCE S.44°44'56"W. A DISTANCE OF 25.11 FEET;

THENCE S.00°15'04"E. A DISTANCE OF 34.61 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 19.67 FEET;

THENCE S.00°15'04"E. A DISTANCE OF 20.00 FEET;

THENCE S.89°44'56"W. A DISTANCE OF 9.67 FEET;

THENCE S.00°15'04"E. A DISTANCE OF 32.89 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 175.66 FEET;

THENCE N.00°15'04"W. A DISTANCE OF 20.67 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 20.00 FEET;

THENCE S.00°15'04"E. A DISTANCE OF 20.75 FEET;

THENCE N.90°00'00"E. A DISTANCE OF 35.44 FEET;

THENCE S.01°49'58"E. A DISTANCE OF 66.72 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 10.00 FEET;

THENCE S.01°49'58"E. A DISTANCE OF 56.80 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 43.01 FEET TO THE EAST LINE OF SAID PARCEL A;

THENCE S.01°49'55"E. ALONG SAID EAST LINE, A DISTANCE OF 40.02 FEET;

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY
1. REVISED PER CITY COMMENTS	12/13/19	DRL

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
COPYRIGHT©2019

DATE: Dec 13, 2019

RICHARD G. CRAWFORD Jr.

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
11/06/19	DRL	RGC	N/A

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 5

SKETCH NO.
18-8675_COMUE

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT A
LEGAL DESCRIPTION OF
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION: CONTINUED

THENCE S.89°44'56"W. A DISTANCE OF 43.01 FEET;
THENCE S.01°49'58"E. A DISTANCE OF 61.31 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 182.41 FEET;
THENCE S.00°15'04"E. A DISTANCE OF 18.00 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 45.38 FEET;
THENCE N.00°15'04"W. A DISTANCE OF 18.00 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 217.66 FEET;
THENCE S.00°15'02"E. A DISTANCE OF 34.23 FEET;
THENCE S.89°44'58"W. A DISTANCE OF 18.05 FEET TO THE EASTERLY SIDELINE LINE OF SAID 12 FOOT WIDE UTILITY EASEMENT;
THENCE N.01°49'55"W. ALONG SAID EASTERLY LINE, A DISTANCE OF 54.25 FEET;
THENCE N.89°44'56"E. A DISTANCE OF 181.05 FEET;
THENCE N.00°15'04"W. A DISTANCE OF 7.67 FEET;
THENCE N.89°44'56"E. A DISTANCE OF 20.00 FEET;
THENCE S.00°15'04"E. A DISTANCE OF 7.67 FEET;
THENCE N.89°44'56"E. A DISTANCE OF 20.13 FEET;
THENCE N.00°15'04"W. A DISTANCE OF 7.67 FEET;
THENCE N.89°44'56"E. A DISTANCE OF 37.92 FEET;
THENCE S.00°15'04"E. A DISTANCE OF 7.67 FEET;
THENCE N.89°44'56"E. A DISTANCE OF 175.33 FEET;
THENCE N.01°49'58"W. A DISTANCE OF 97.79 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 23.33 FEET;
THENCE N.00°15'04"W. A DISTANCE OF 18.31 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 252.58 FEET;
THENCE S.00°15'04"E. A DISTANCE OF 53.99 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 21.00 FEET;
THENCE N.00°15'04"W. A DISTANCE OF 77.99 FEET;
THENCE N.89°44'56"E. A DISTANCE OF 295.74 FEET;
THENCE N.01°49'58"W. A DISTANCE OF 44.96 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 301.47 FEET;
THENCE S.46°56'53"W. A DISTANCE OF 2.30 FEET;
THENCE S.00°15'09"E. A DISTANCE OF 17.44 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 20.00 FEET;
THENCE N.00°15'09"W. A DISTANCE OF 7.00 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 110.94 FEET TO A POINT ON THE EASTERLY SIDELINE LINE OF SAID 12 FOOT WIDE UTILITY EASEMENT;
THENCE N.01°49'55"W. ALONG SAID EASTERLY LINE A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA AND CONTAINING 0.92 ACRES (39,924 SQUARE FEET), MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON S.89°44'49"E., ALONG THE NORTH LINE OF PARCEL A, AS SHOWN ON THE PLAT OF GROVE PLAT, RECORDED IN PLAT BOOK 185, PAGES 5 AND 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEETS 2 OF 3 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

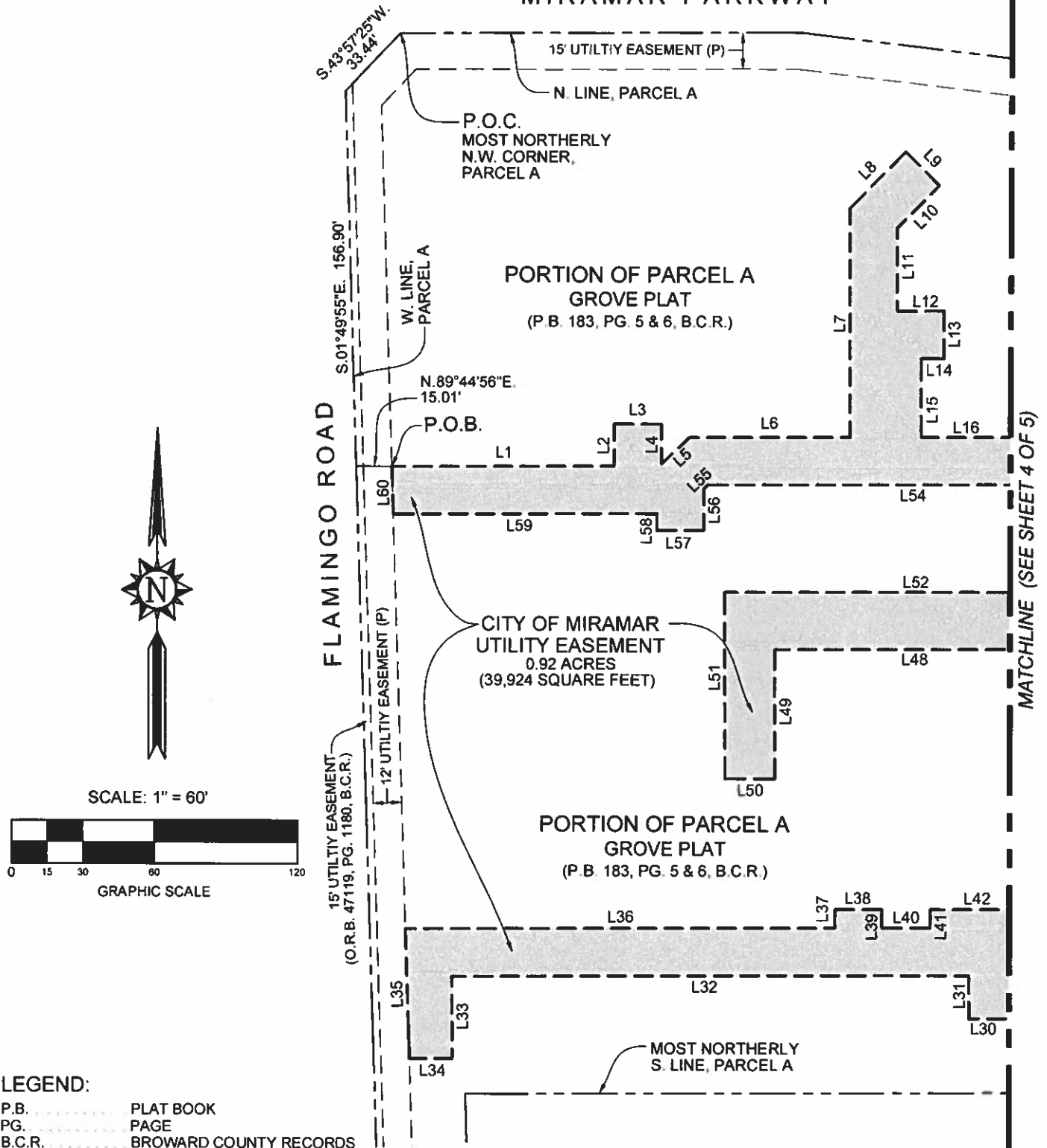
Tel. (954) 585-0997

Fax (954) 585-3927

NOTE:
SEE SHEETS 1 AND 2 OF 5 FOR THE
LEGAL DESCRIPTION OF THE
PROPERTY SHOWN GRAPHICALLY
HEREON.

EXHIBIT "A"
SKETCH OF DESCRIPTION
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

MIRAMAR PARKWAY



LEGEND:

P.B. PLAT BOOK
PG. PAGE
B.C.R. BROWARD COUNTY RECORDS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
L1 LINE 1 (REFER TO LINE TABLE)

SHEET 3 OF 5

SKETCH NO.
18-8675 COMUE

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

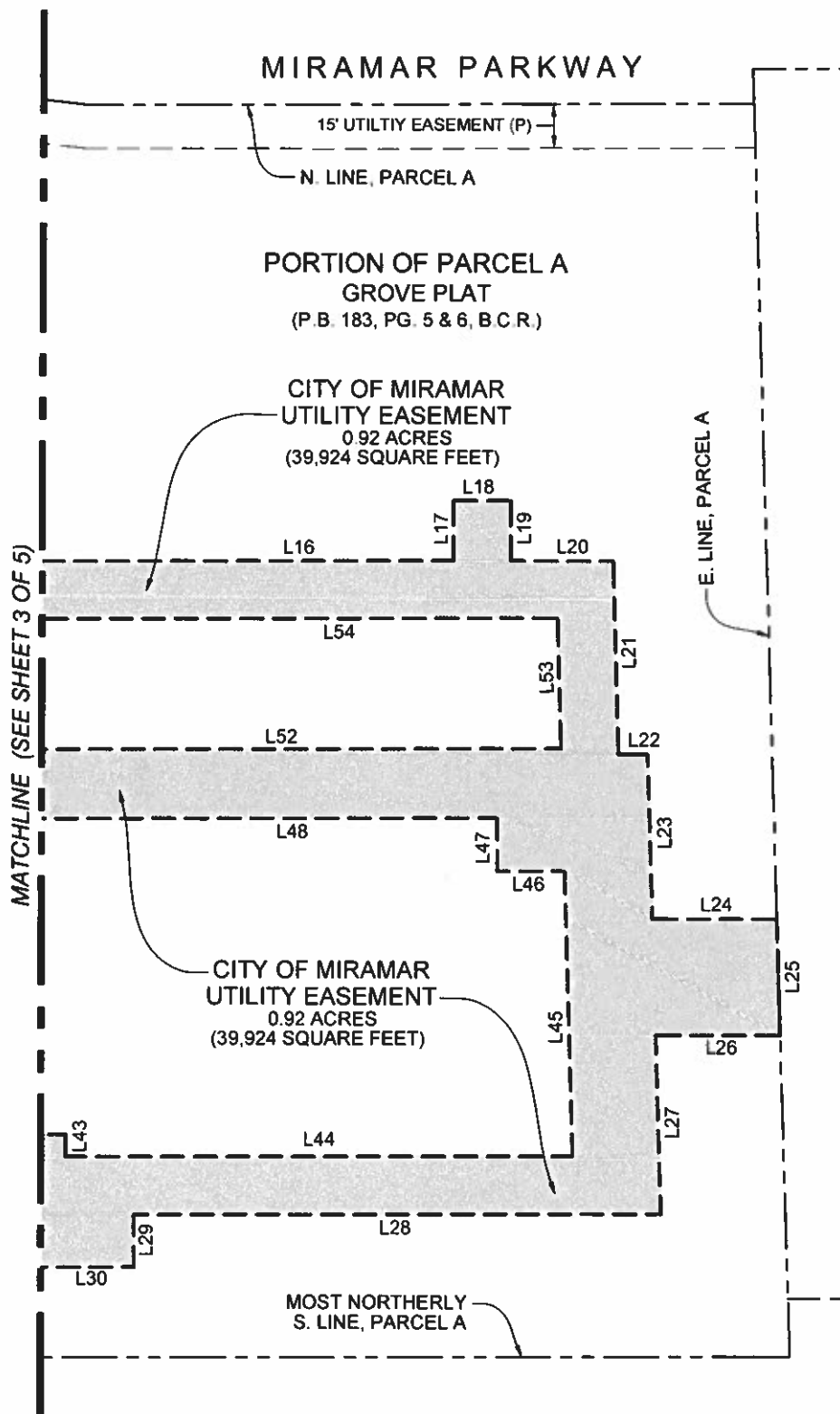
SURVEYORS - MAPPERS
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Tel. (954) 585-0997

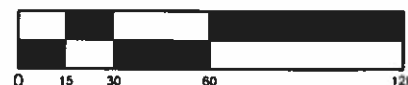
Fax (954) 585-3927

EXHIBIT "A"
SKETCH OF DESCRIPTION
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

NOTE:
SEE SHEETS 1 AND 2 OF 5 FOR THE
LEGAL DESCRIPTION OF THE
PROPERTY SHOWN GRAPHICALLY
HEREON.



SCALE: 1" = 60'



GRAPHIC SCALE

LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
L1	LINE 1 (REFER TO LINE TABLE)

SHEET 4 OF 5

SKETCH NO.
18-8675 COMUE

4341 S.W. 62nd AVE.
Davie, Florida 33314



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EXHIBIT "A"
SKETCH OF DESCRIPTION
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N.89°44'56"E.	93.49'
L2	N.00°15'04"W.	17.67'
L3	N.89°44'56"E.	20.00'
L4	S.00°15'04"E.	16.64'
L5	N.46°56'53"E.	16.15'
L6	N.89°44'56"E.	67.67'
L7	N.00°15'04"W.	95.78'
L8	N.44°44'56"E.	33.39'
L9	S.45°15'04"E.	20.00'
L10	S.44°44'56"W.	25.11'
L11	S.00°15'04"E.	34.61'
L12	N.89°44'56"E.	19.67'
L13	S.00°15'04"E.	20.00'
L14	S.89°44'56"W.	9.67'
L15	S.00°15'04"E.	32.89'
L16	N.89°44'56"E.	175.66'
L17	N.00°15'04"W.	20.67'
L18	N.89°44'56"E.	20.00'
L19	S.00°15'04"E.	20.75'
L20	N.90°00'00"E.	35.44'
L21	S.01°49'58"E.	66.72'
L22	N.89°44'56"E.	10.00'
L23	S.01°49'58"E.	56.80'
L24	N.89°44'56"E.	43.01'
L25	S.01°49'55"E.	40.02'
L26	S.89°44'56"W.	43.01'
L27	S.01°49'58"E.	61.31'
L28	S.89°44'56"W.	182.41'
L29	S.00°15'04"E.	18.00'
L30	S.89°44'56"W.	45.38'

LINE TABLE		
LINE	BEARING	DISTANCE
L31	N.00°15'04"W.	18.00'
L32	S.89°44'56"W.	217.66'
L33	S.00°15'02"E.	34.23'
L34	S.89°44'58"W.	18.05'
L35	N.01°49'55"W.	54.25'
L36	N.89°44'56"E.	181.05'
L37	N.00°15'04"W.	7.67'
L38	N.89°44'56"E.	20.00'
L39	S.00°15'04"E.	7.67'
L40	N.89°44'56"E.	20.13'
L41	N.00°15'04"W.	7.67'
L42	N.89°44'56"E.	37.92'
L43	S.00°15'04"E.	7.67'
L44	N.89°44'56"E.	175.33'
L45	N.01°49'58"W.	97.79'
L46	S.89°44'56"W.	23.33'
L47	N.00°15'04"W.	18.31'
L48	S.89°44'56"W.	252.58'
L49	S.00°15'04"E.	53.99'
L50	S.89°44'56"W.	21.00'
L51	N.00°15'04"W.	77.99'
L52	N.89°44'56"E.	295.74'
L53	N.01°49'58"W.	44.96'
L54	S.89°44'56"W.	301.47'
L55	S.46°56'53"W.	2.30'
L56	S.00°15'09"E.	17.44'
L57	S.89°44'56"W.	20.00'
L58	N.00°15'09"W.	7.00'
L59	S.89°44'56"W.	110.94'
L60	N.01°49'55"W.	20.01'

EXHIBIT "B"
ACTUAL COST OF CONSTRUCTION

PROJECT NAME: The Grove - Onsite

DEVELOPER: Miramar Square LLC

	Description	Quantity	Unit	Unit Price	Cost
DRAINAGE					
Pipe	15" RCP		LF		
TOTAL					
STRUCTURES					
	Curb Inlet (P-6)		EA		
TOTAL					
SEWER	GRAV Sewer 0-6 cut - 8"	417	LF	\$36.00	\$15,012.00
	GRAV Sewer 6-8 cut - 8"	56	LF	\$36.00	\$2,016.00
	Manhole 0-6 cut	4	EA	\$2,912.47	\$11,649.88
TOTAL					\$28,677.88
WATER	6" Class 51 DIP Water Main w/ fittings	119	LF	\$64.32	\$7,654.08
	8" Class 51 DIP Water Main w/ fittings	1682	LF	\$43.34	\$72,897.88
	1" PE Water Service Tubing	1	EA	\$2,382.97	\$2,382.97
	1-1/2" PE Water Service Tubing	3	EA	\$3,076.40	\$9,229.20
	2" PE Water Service Tubing	3	LF	\$3,419.31	\$10,257.90
	6" Gate Valve	6	EA	\$1,233.17	\$7,399.02
	8" Gate Valve	11	EA	\$1,572.86	\$17,301.46

	4" Gate Valve	1	EA	\$948.02	\$948.02
	Fire Hydrant Assembly	6	EA	\$3,224.16	\$19,344.96
	Double Detector Check Valve	1	EA	\$5,485.91	\$5,485.91
TOTAL					\$152,901.40
PAVING	2.5" Type SP-9.5 with Prime		SY		
	4" Limerock Pad for Type "F" Curb		SY		
	8" Limerock Base		SY		
	12" Compacted Subgrade		SY		
	Type "D" Curb & Gutter		LF		
	Type "F" Curb & Gutter		LF		
	6" Sidewalk w/ Ramps		SY		
	Pavement Markings & Signage		LS		
TOTAL					
	TOTAL PROJECT COST				\$181,579.28

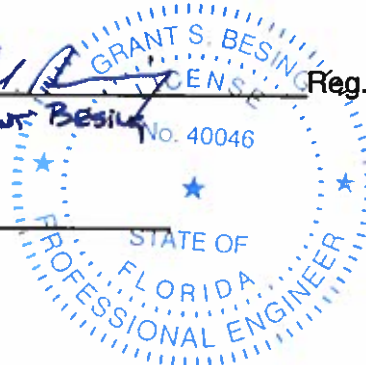
CERTIFICATE

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: 3/17/20 Project Engineer: Grant S. Besing Reg. No. 40046

Public Improvement Maintenance Bond:

Cost = \$181,579.28 X 25% = \$45,394.82



WARRANTY

WARRANTY

THIS WARRANTY made this _____ day of _____, 2019, by *Miramar Square, LLC*, a Florida Limited Liability Company (hereinafter referred to as "Warrantor"), whose address is 2730 SW 3rd Ave, Suite 202, Miami, FL 33129, 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 Drainage, structures, sewer, water, and paving improvements (hereinafter the "Facilities") to serve *The Grove*;

WHEREAS, the Facilities includes onsite and offsite improvements on *The Grove*.

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:

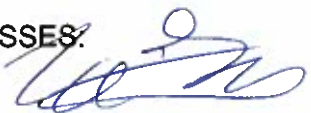
1. That each of the foregoing recitals is incorporated herein and acknowledged by the Warrantor to be true and correct in all respects. That all the above described Facilities accepted by the City have been constructed in accordance with construction plans and specifications previously approved by and 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.

Miramar Square, LLC a Florida
Limited Liability Company.

WITNESSES:


Print Name: EMILIANO REYNOSO
Address: 2340 PINE NEEDLE CT.
P. PINE 33026


Print Name: Penelope Campos
Address: 15964 SW 15th St.
Penbroke Pines 33027

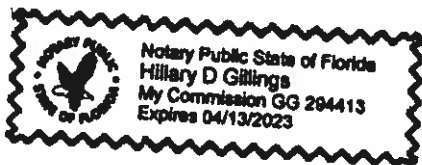
By: 
Print Name: VICTOR E TAURIZANO
Title: AUTHORIZED MANAGER

(CORPORATE SEAL)

STATE OF Florida)
COUNTY OF Broward)

THE FOREGOING INSTRUMENT was acknowledged before me this 16 day of March, 2020, 2019, by Victor Taurizano as Authorized Member of Miramar Square, LLC, a Florida Limited Liability Company on behalf of the Limited Liability Company. He/she, personally known to me () or has produced _____, as identification.

SEAL



My Commission Expires: 4/13/2023


NOTARY PUBLIC

Hillary Gillingham
Print or Type Name of Notary Public

Exhibit "A"

Tract A, GROVE PLAT, a subdivision according to the plat thereof recorded at Plat Book 183,
Pages 5 and 6, in the Public Records of Broward County, Florida

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT A
LEGAL DESCRIPTION OF
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A CITY OF MIRAMAR UTILITY EASEMENT BEING A PORTION OF PARCEL A, GROVE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183, PAGES 5 AND 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY NORTHWEST CORNER OF SAID PARCEL A;

THENCE S.43°57'25"W., A DISTANCE OF 33.44 FEET;

THENCE S.01°49'55"E. ALONG THE WEST LINE OF SAID PARCEL A, A DISTANCE OF 156.90 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 15.01 FEET TO A POINT ON THE EASTERLY SIDELINE OF A 12 FOOT WIDE UTILITY EASEMENT AS SHOWN ON ON SAID GROVE PLAT, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N.89°44'56"E. A DISTANCE OF 93.49 FEET;

THENCE N.00°15'04"W. A DISTANCE OF 17.67 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 20.00 FEET;

THENCE S.00°15'04"E. A DISTANCE OF 16.64 FEET;

THENCE N.46°56'53"E. A DISTANCE OF 16.15 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 67.67 FEET;

THENCE N.00°15'04"W. A DISTANCE OF 95.78 FEET;

THENCE N.44°44'56"E. A DISTANCE OF 33.39 FEET;

THENCE S.45°15'04"E. A DISTANCE OF 20.00 FEET;

THENCE S.44°44'56"W. A DISTANCE OF 25.11 FEET;

THENCE S.00°15'04"E. A DISTANCE OF 34.61 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 19.67 FEET;

THENCE S.00°15'04"E. A DISTANCE OF 20.00 FEET;

THENCE S.89°44'56"W. A DISTANCE OF 9.67 FEET;

THENCE S.00°15'04"E. A DISTANCE OF 32.89 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 175.66 FEET;

THENCE N.00°15'04"W. A DISTANCE OF 20.67 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 20.00 FEET;

THENCE S.00°15'04"E. A DISTANCE OF 20.75 FEET;

THENCE N.90°00'00"E. A DISTANCE OF 35.44 FEET;

THENCE S.01°49'58"E. A DISTANCE OF 66.72 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 10.00 FEET;

THENCE S.01°49'58"E. A DISTANCE OF 56.80 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 43.01 FEET TO THE EAST LINE OF SAID PARCEL A;

THENCE S.01°49'55"E. ALONG SAID EAST LINE, A DISTANCE OF 40.02 FEET;

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY
1. REVISED PER CITY COMMENTS	12/13/19	DRL

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
COPYRIGHT©2019

DATE: Dec 13, 2019

RICHARD G. CRAWFORD Jr.

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
11/06/19	DRL	RGC	N/A

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 5

SKETCH NO.
18-8675-COMUE

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT A
LEGAL DESCRIPTION OF
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION: CONTINUED

THENCE S.89°44'56"W. A DISTANCE OF 43.01 FEET;
THENCE S.01°49'58"E. A DISTANCE OF 61.31 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 182.41 FEET;
THENCE S.00°15'04"E. A DISTANCE OF 18.00 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 45.38 FEET;
THENCE N.00°15'04"W. A DISTANCE OF 18.00 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 217.66 FEET;
THENCE S.00°15'02"E. A DISTANCE OF 34.23 FEET;
THENCE S.89°44'58"W. A DISTANCE OF 18.05 FEET TO THE EASTERLY SIDELINE LINE OF SAID 12 FOOT WIDE UTILITY EASEMENT;
THENCE N.01°49'55"W. ALONG SAID EASTERLY LINE, A DISTANCE OF 54.25 FEET;
THENCE N.89°44'56"E. A DISTANCE OF 181.05 FEET;
THENCE N.00°15'04"W. A DISTANCE OF 7.67 FEET;
THENCE N.89°44'56"E. A DISTANCE OF 20.00 FEET;
THENCE S.00°15'04"E. A DISTANCE OF 7.67 FEET;
THENCE N.89°44'56"E. A DISTANCE OF 20.13 FEET;
THENCE N.00°15'04"W. A DISTANCE OF 7.67 FEET;
THENCE N.89°44'56"E. A DISTANCE OF 37.92 FEET;
THENCE S.00°15'04"E. A DISTANCE OF 7.67 FEET;
THENCE N.89°44'56"E. A DISTANCE OF 175.33 FEET;
THENCE N.01°49'58"W. A DISTANCE OF 97.79 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 23.33 FEET;
THENCE N.00°15'04"W. A DISTANCE OF 18.31 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 252.58 FEET;
THENCE S.00°15'04"E. A DISTANCE OF 53.99 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 21.00 FEET;
THENCE N.00°15'04"W. A DISTANCE OF 77.99 FEET;
THENCE N.89°44'56"E. A DISTANCE OF 295.74 FEET;
THENCE N.01°49'58"W. A DISTANCE OF 44.96 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 301.47 FEET;
THENCE S.46°56'53"W. A DISTANCE OF 2.30 FEET;
THENCE S.00°15'09"E. A DISTANCE OF 17.44 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 20.00 FEET;
THENCE N.00°15'09"W. A DISTANCE OF 7.00 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 110.94 FEET TO A POINT ON THE EASTERLY SIDELINE LINE OF SAID 12 FOOT WIDE UTILITY EASEMENT;
THENCE N.01°49'55"W. ALONG SAID EASTERLY LINE A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA AND CONTAINING 0.92 ACRES (39,924 SQUARE FEET), MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON S.89°44'49"E. ALONG THE NORTH LINE OF PARCEL A, AS SHOWN ON THE PLAT OF GROVE PLAT, RECORDED IN PLAT BOOK 185, PAGES 5 AND 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEETS 2 OF 3 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

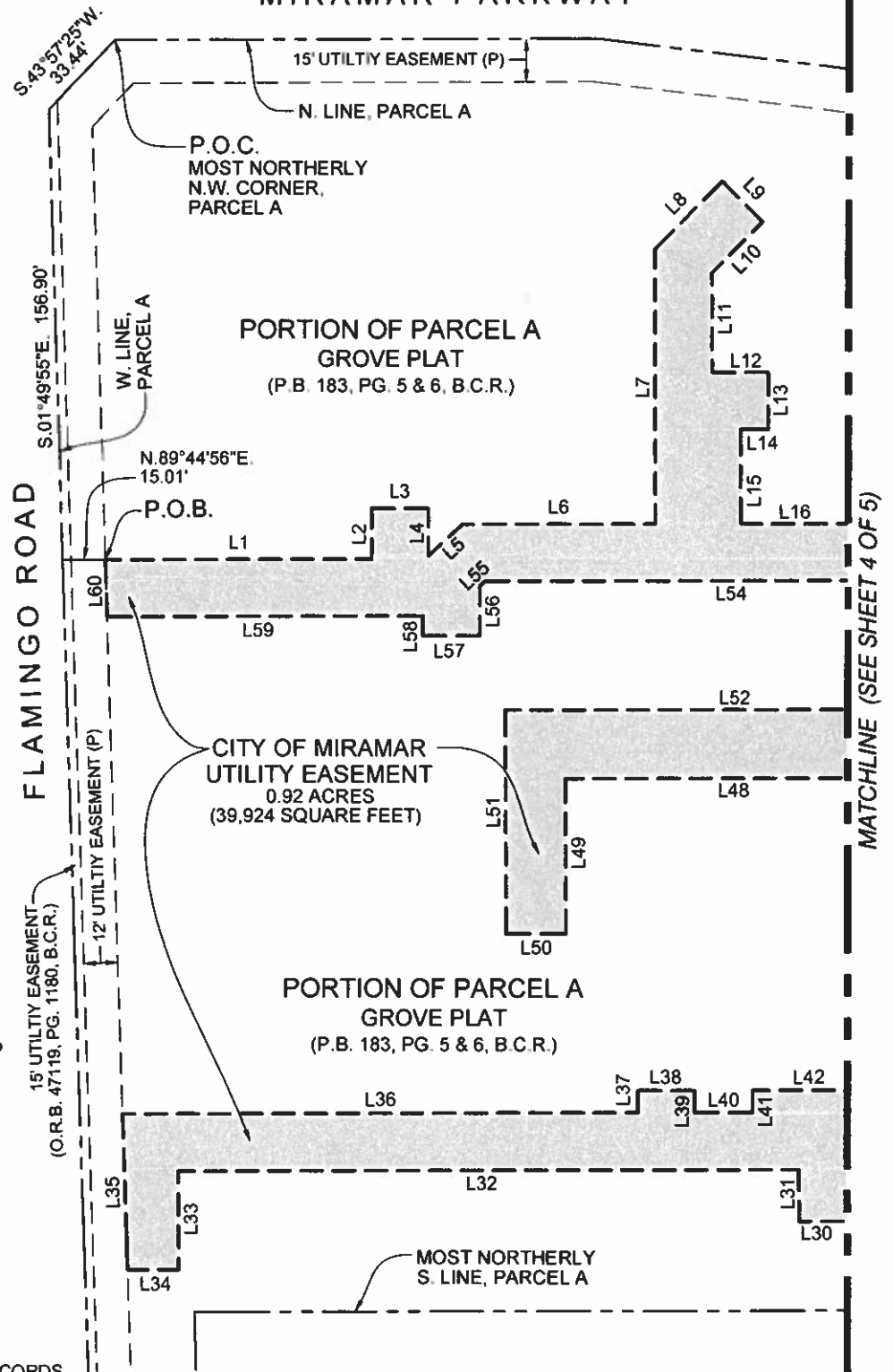
Tel. (954) 585-0997

Fax (954) 585-3927

NOTE:
SEE SHEETS 1 AND 2 OF 5 FOR THE
LEGAL DESCRIPTION OF THE
PROPERTY SHOWN GRAPHICALLY
HEREON.

EXHIBIT "A"
SKETCH OF DESCRIPTION
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

MIRAMAR PARKWAY



SCALE: 1" = 60'



GRAPHIC SCALE

LEGEND:

P.B. PLAT BOOK
PG. PAGE
B.C.R. BROWARD COUNTY RECORDS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
L1. LINE 1 (REFER TO LINE TABLE)

SHEET 3 OF 5

SKETCH NO.
18-8675 COMUE

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

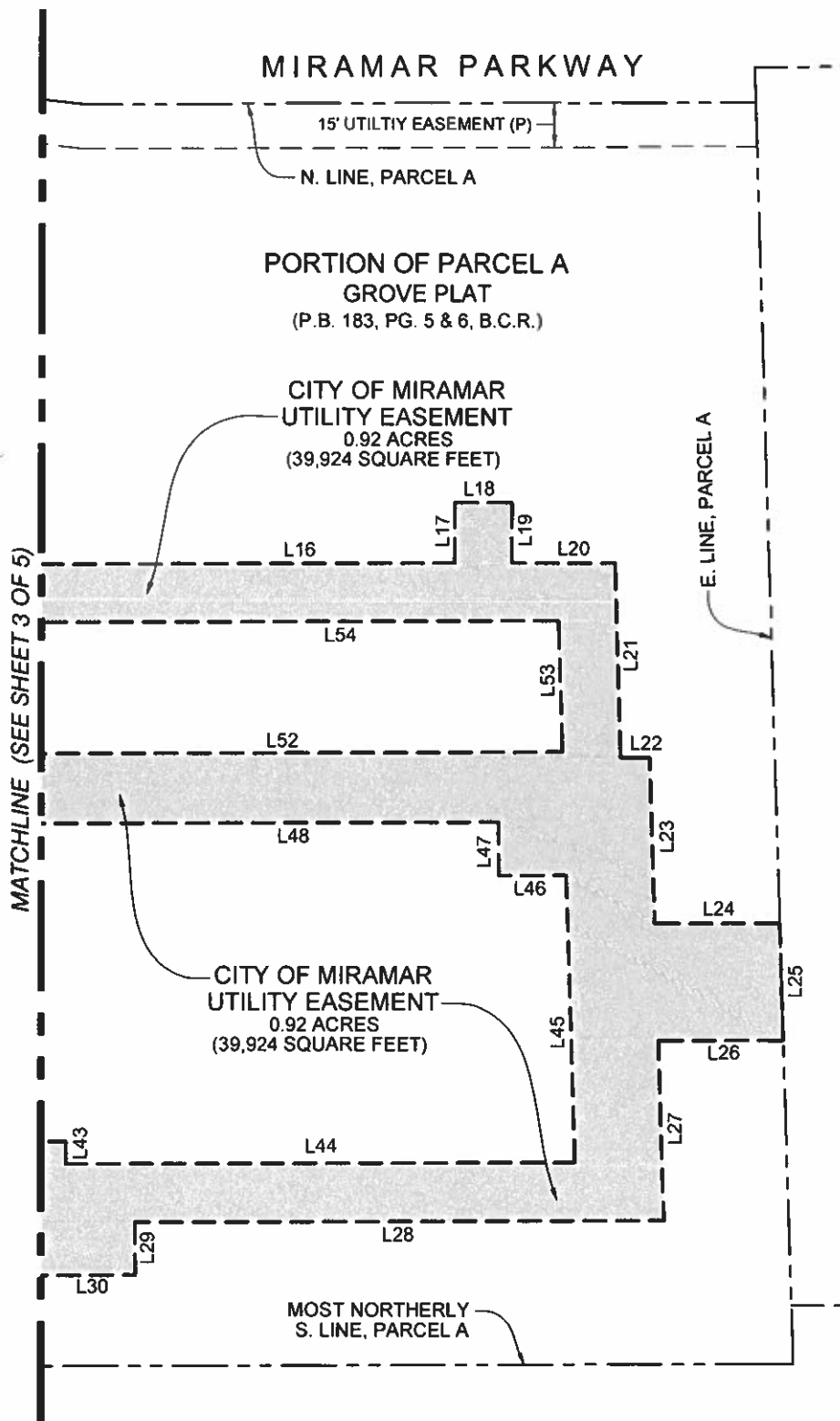
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EXHIBIT "A"
SKETCH OF DESCRIPTION
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

NOTE:
SEE SHEETS 1 AND 2 OF 5 FOR THE
LEGAL DESCRIPTION OF THE
PROPERTY SHOWN GRAPHICALLY
HEREON.



SCALE: 1" = 60'



LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
L1	LINE 1 (REFER TO LINE TABLE)

SHEET 4 OF 5

SKETCH NO.
18-8675 COMUE

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

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EXHIBIT "A"

**SKETCH OF DESCRIPTION
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA**

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N.89°44'56"E.	93.49'
L2	N.00°15'04"W.	17.67'
L3	N.89°44'56"E.	20.00'
L4	S.00°15'04"E.	16.64'
L5	N.46°56'53"E.	16.15'
L6	N.89°44'56"E.	67.67'
L7	N.00°15'04"W.	95.78'
L8	N.44°44'56"E.	33.39'
L9	S.45°15'04"E.	20.00'
L10	S.44°44'56"W.	25.11'
L11	S.00°15'04"E.	34.61'
L12	N.89°44'56"E.	19.67'
L13	S.00°15'04"E.	20.00'
L14	S.89°44'56"W.	9.67'
L15	S.00°15'04"E.	32.89'
L16	N.89°44'56"E.	175.66'
L17	N.00°15'04"W.	20.67'
L18	N.89°44'56"E.	20.00'
L19	S.00°15'04"E.	20.75'
L20	N.90°00'00"E.	35.44'
L21	S.01°49'58"E.	66.72'
L22	N.89°44'56"E.	10.00'
L23	S.01°49'58"E.	56.80'
L24	N.89°44'56"E.	43.01'
L25	S.01°49'55"E.	40.02'
L26	S.89°44'56"W.	43.01'
L27	S.01°49'58"E.	61.31'
L28	S.89°44'56"W.	182.41'
L29	S.00°15'04"E.	18.00'
L30	S.89°44'56"W.	45.38'

LINE TABLE		
LINE	BEARING	DISTANCE
L31	N.00°15'04"W.	18.00'
L32	S.89°44'56"W.	217.66'
L33	S.00°15'02"E.	34.23'
L34	S.89°44'58"W.	18.05'
L35	N.01°49'55"W.	54.25'
L36	N.89°44'56"E.	181.05'
L37	N.00°15'04"W.	7.67'
L38	N.89°44'56"E.	20.00'
L39	S.00°15'04"E.	7.67'
L40	N.89°44'56"E.	20.13'
L41	N.00°15'04"W.	7.67'
L42	N.89°44'56"E.	37.92'
L43	S.00°15'04"E.	7.67'
L44	N.89°44'56"E.	175.33'
L45	N.01°49'58"W.	97.79'
L46	S.89°44'56"W.	23.33'
L47	N.00°15'04"W.	18.31'
L48	S.89°44'56"W.	252.58'
L49	S.00°15'04"E.	53.99'
L50	S.89°44'56"W.	21.00'
L51	N.00°15'04"W.	77.99'
L52	N.89°44'56"E.	295.74'
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L58	N.00°15'09"W.	7.00'
L59	S.89°44'56"W.	110.94'
L60	N.01°49'55"W.	20.01'

EXHIBIT "B"
ACTUAL COST OF CONSTRUCTION

PROJECT NAME: The Grove - Onsite

DEVELOPER: Miramar Square LLC

	Description	Quantity	Unit	Unit Price	Cost
DRAINAGE					
Pipe	15" RCP		LF		
TOTAL					
STRUCTURES					
	Curb Inlet (P-6)		EA		
TOTAL					
SEWER	GRAV Sewer 0-6 cut - 8"	417	LF	\$36.00	\$15,012.00
	GRAV Sewer 6-8 cut - 8"	56	LF	\$36.00	\$2,016.00
	Manhole 0-6 cut	4	EA	\$2,912.47	\$11,649.88
TOTAL					\$28,677.88
WATER	6" Class 51 DIP Water Main w/ fittings	119	LF	\$64.32	\$7,654.08
	8" Class 51 DIP Water Main w/ fittings	1682	LF	\$43.34	\$72,897.88
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	6" Gate Valve	6	EA	\$1,233.17	\$7,399.02
	8" Gate Valve	11	EA	\$1,572.86	\$17,301.46

	4" Gate Valve	1	EA	\$948.02	\$948.02
	Fire Hydrant Assembly	6	EA	\$3,224.16	\$19,344.96
	Double Detector Check Valve	1	EA	\$5,485.91	\$5,485.91
TOTAL					\$152,901.40
PAVING	2.5" Type SP-9.5 with Prime		SY		
	4" Limerock Pad for Type "F" Curb		SY		
	8" Limerock Base		SY		
	12" Compacted Subgrade		SY		
	Type "D" Curb & Gutter		LF		
	Type "F" Curb & Gutter		LF		
	6" Sidewalk w/ Ramps		SY		
	Pavement Markings & Signage		LS		
TOTAL					
	TOTAL PROJECT COST				\$181,579.28

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: 3/17/20 Project Engineer: Grant S. Besinger Reg. No. 40046

Public Improvement Maintenance Bond:

Cost = \$181,579.28 X 25% = \$45,394.82

WAIVER AND RELEASE OF LIEN
(Corporate)

KNOW ALL MEN BY THESE PRESENTS, that G.D. Construction, LLC 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 onsite and offsite improvements, situated in the City of Miramar, Broward County, Florida, as described as:

All facilities built and constructed to serve THE GROVE - onsite and offsite improvements - 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 03/06/2020 (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.

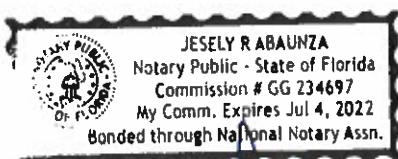
Dated this 6th day of March, 2020.

WITNESSETH:

Xioramys Reyes Cabrera X
Giomir Oirrobno Guirrobno

G.D. Construction, LLC.
Name of Corporation

By: [Signature]
Name: Eduardo S. Gorkh
Title: President



[Signature]

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT A
LEGAL DESCRIPTION OF
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A CITY OF MIRAMAR UTILITY EASEMENT BEING A PORTION OF PARCEL A, GROVE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183, PAGES 5 AND 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY NORTHWEST CORNER OF SAID PARCEL A;

THENCE S 43°57'25"W, A DISTANCE OF 33.44 FEET;

THENCE S 01°49'55"E, ALONG THE WEST LINE OF SAID PARCEL A, A DISTANCE OF 156.90 FEET;

THENCE N 89°44'56"E, A DISTANCE OF 15.01 FEET TO A POINT ON THE EASTERLY SIDELINE OF A 12 FOOT WIDE UTILITY EASEMENT AS SHOWN ON SAID GROVE PLAT, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 89°44'56"E, A DISTANCE OF 93.49 FEET;

THENCE N 00°15'04"W, A DISTANCE OF 17.67 FEET;

THENCE N 89°44'56"E, A DISTANCE OF 20.00 FEET;

THENCE S 00°15'04"E, A DISTANCE OF 16.64 FEET;

THENCE N 46°56'53"E, A DISTANCE OF 16.15 FEET;

THENCE N 89°44'56"E, A DISTANCE OF 67.67 FEET;

THENCE N 00°15'04"W, A DISTANCE OF 95.78 FEET;

THENCE N 44°44'56"E, A DISTANCE OF 33.39 FEET;

THENCE S 45°15'04"E, A DISTANCE OF 20.00 FEET;

THENCE S 44°44'56"W, A DISTANCE OF 25.11 FEET;

THENCE S 00°15'04"E, A DISTANCE OF 34.61 FEET;

THENCE N 89°44'56"E, A DISTANCE OF 19.67 FEET;

THENCE S 00°15'04"E, A DISTANCE OF 20.00 FEET;

THENCE S 89°44'56"W, A DISTANCE OF 9.67 FEET;

THENCE S 00°15'04"E, A DISTANCE OF 32.89 FEET;

THENCE N 89°44'56"E, A DISTANCE OF 175.66 FEET;

THENCE N 00°15'04"W, A DISTANCE OF 20.67 FEET;

THENCE N 89°44'56"E, A DISTANCE OF 20.00 FEET;

THENCE S 00°15'04"E, A DISTANCE OF 20.75 FEET;

THENCE N 90°00'00"E, A DISTANCE OF 35.44 FEET;

THENCE S 01°49'58"E, A DISTANCE OF 66.72 FEET;

THENCE N 89°44'56"E, A DISTANCE OF 10.00 FEET;

THENCE S 01°49'58"E, A DISTANCE OF 56.80 FEET;

THENCE N 89°44'56"E, A DISTANCE OF 43.01 FEET TO THE EAST LINE OF SAID PARCEL A;

THENCE S 01°49'55"E, ALONG SAID EAST LINE, A DISTANCE OF 40.02 FEET;

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY
1. REVISED PER CITY COMMENTS	12/13/19	DRL

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART.

DATE: Dec 13, 2019

RICHARD G. CRAWFORD Jr.

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

DATE OF SKETCH: DRAWN BY: CHECKED BY: FIELD BOOK:

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

CH NO.
-8675- COMUE

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

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EXHIBIT A
LEGAL DESCRIPTION OF
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION: CONTINUED

THENCE S 89°44'56"W. A DISTANCE OF 43.01 FEET;
THENCE S 01°49'58"E. A DISTANCE OF 61.31 FEET;
THENCE S 89°44'56"W. A DISTANCE OF 182.41 FEET;
THENCE S 00°15'04"E. A DISTANCE OF 18.00 FEET;
THENCE S 89°44'56"W. A DISTANCE OF 45.38 FEET;
THENCE N 00°15'04"W. A DISTANCE OF 18.00 FEET;
THENCE S 89°44'56"W. A DISTANCE OF 217.66 FEET;
THENCE S 00°15'02"E. A DISTANCE OF 34.23 FEET;
THENCE S 89°44'58"W. A DISTANCE OF 18.05 FEET TO THE EASTERLY SIDELINE LINE OF SAID 12 FOOT WIDE UTILITY EASEMENT;
THENCE N 01°49'55"W. ALONG SAID EASTERLY LINE, A DISTANCE OF 54.25 FEET;
THENCE N 89°44'56"E. A DISTANCE OF 181.05 FEET;
THENCE N 00°15'04"W. A DISTANCE OF 7.67 FEET;
THENCE N 89°44'56"E. A DISTANCE OF 20.00 FEET;
THENCE S 00°15'04"E. A DISTANCE OF 7.67 FEET;
THENCE N 89°44'56"E. A DISTANCE OF 20.13 FEET;
THENCE N 00°15'04"W. A DISTANCE OF 7.67 FEET;
THENCE N 89°44'56"E. A DISTANCE OF 37.92 FEET;
THENCE S 00°15'04"E. A DISTANCE OF 7.67 FEET;
THENCE N 89°44'56"E. A DISTANCE OF 175.33 FEET;
THENCE N 01°49'58"W. A DISTANCE OF 97.79 FEET;
THENCE S 89°44'56"W. A DISTANCE OF 23.33 FEET;
THENCE N 00°15'04"W. A DISTANCE OF 18.31 FEET;
THENCE S 89°44'56"W. A DISTANCE OF 252.58 FEET;
THENCE S 00°15'04"E. A DISTANCE OF 53.99 FEET;
THENCE S 89°44'56"W. A DISTANCE OF 21.00 FEET;
THENCE N 00°15'04"W. A DISTANCE OF 77.99 FEET;
THENCE N 89°44'56"E. A DISTANCE OF 295.74 FEET;
THENCE N 01°49'58"W. A DISTANCE OF 44.96 FEET;
THENCE S 89°44'56"W. A DISTANCE OF 301.47 FEET;
THENCE S 46°56'53"W. A DISTANCE OF 2.30 FEET;
THENCE S 00°15'09"E. A DISTANCE OF 17.44 FEET;
THENCE S 89°44'56"W. A DISTANCE OF 20.00 FEET;
THENCE N 00°15'09"W. A DISTANCE OF 7.00 FEET;
THENCE S 89°44'56"W. A DISTANCE OF 110.94 FEET TO A POINT ON THE EASTERLY SIDELINE LINE OF SAID 12 FOOT WIDE UTILITY EASEMENT;
THENCE N 01°49'55"W. ALONG SAID EASTERLY LINE A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA AND CONTAINING 0.92 ACRES
(39,924 SQUARE FEET), MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON S 89°44'49"E., ALONG THE NORTH LINE OF PARCEL A, AS SHOWN ON THE PLAT OF GROVE PLAT, RECORDED IN PLAT BOOK 185, PAGES 5 AND 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEETS 2 OF 3 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

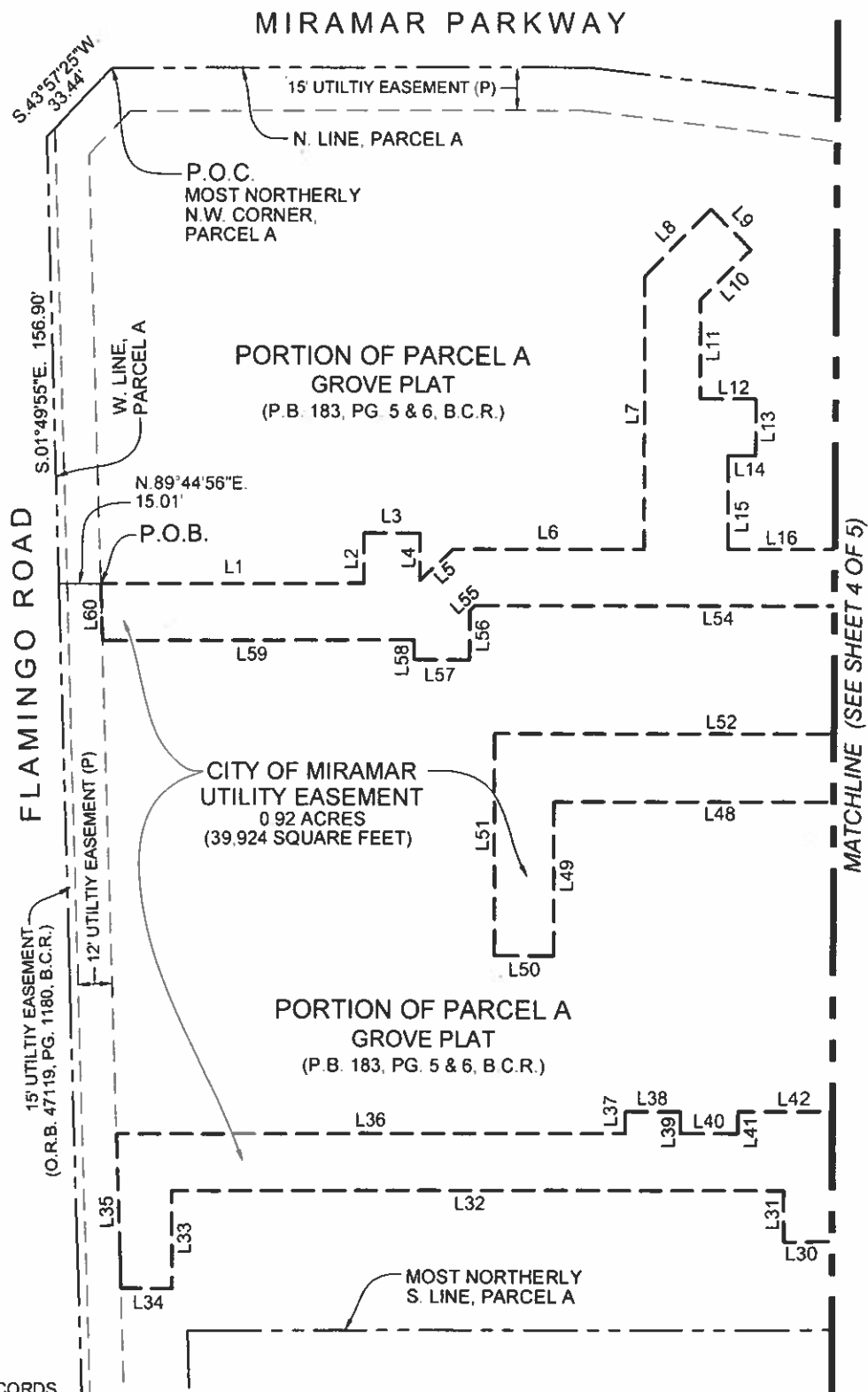
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

NOTE:
SEE SHEETS 1 AND 2 OF 5 FOR THE
LEGAL DESCRIPTION OF THE
PROPERTY SHOWN GRAPHICALLY
HEREON.

EXHIBIT "A"
SKETCH OF DESCRIPTION
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA



SCALE: 1" = 60'



GRAPHIC SCALE

LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

STONER & ASSOCIATES, INC.

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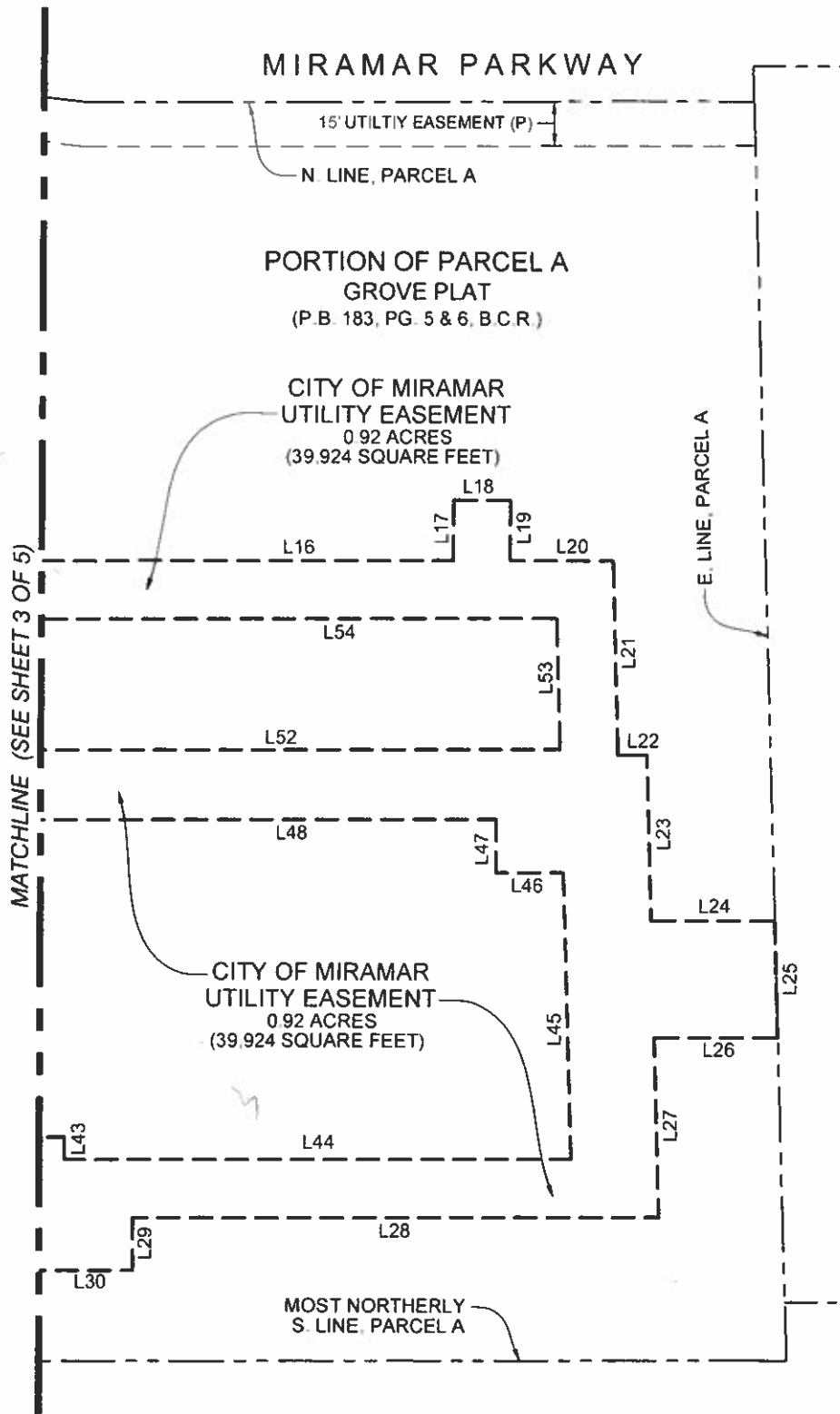
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SKETCH OF DESCRIPTION
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

NOTE:
SEE SHEETS 1 AND 2 OF 5 FOR THE
LEGAL DESCRIPTION OF THE
PROPERTY SHOWN GRAPHICALLY
HEREON.



SCALE: 1" = 60'



LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
L1	LINE 1 (REFER TO LINE TABLE)

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EXHIBIT "A"

**SKETCH OF DESCRIPTION
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA**

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°44'56"E	93.49'
L2	N 00°15'04"W	17.67'
L3	N 89°44'56"E	20.00'
L4	S 00°15'04"E	16.64'
L5	N 46°56'53"E	16.15'
L6	N 89°44'56"E	67.67'
L7	N 00°15'04"W	95.78'
L8	N 44°44'56"E	33.39'
L9	S 45°15'04"E	20.00'
L10	S 44°44'56"W	25.11'
L11	S 00°15'04"E	34.61'
L12	N 89°44'56"E	19.67'
L13	S 00°15'04"E	20.00'
L14	S 89°44'56"W	9.67'
L15	S 00°15'04"E	32.89'
L16	N 89°44'56"E	175.66'
L17	N 00°15'04"W	20.67'
L18	N 89°44'56"E	20.00'
L19	S 00°15'04"E	20.75'
L20	N 90°00'00"E	35.44'
L21	S 01°49'58"E	66.72'
L22	N 89°44'56"E	10.00'
L23	S 01°49'58"E	56.80'
L24	N 89°44'56"E	43.01'
L25	S 01°49'55"E	40.02'
L26	S 89°44'56"W	43.01'
L27	S 01°49'58"E	61.31'
L28	S 89°44'56"W	182.41'
L29	S 00°15'04"E	18.00'
L30	S 89°44'56"W	45.38'

LINE TABLE		
LINE	BEARING	DISTANCE
L31	N 00°15'04"W	18.00'
L32	S 89°44'56"W	217.66'
L33	S 00°15'02"E	34.23'
L34	S 89°44'58"W	18.05'
L35	N 01°49'55"W	54.25'
L36	N 89°44'56"E	181.05'
L37	N 00°15'04"W	7.67'
L38	N 89°44'56"E	20.00'
L39	S 00°15'04"E	7.67'
L40	N 89°44'56"E	20.13'
L41	N 00°15'04"W	7.67'
L42	N 89°44'56"E	37.92'
L43	S 00°15'04"E	7.67'
L44	N 89°44'56"E	175.33'
L45	N 01°49'58"W	97.79'
L46	S 89°44'56"W	23.33'
L47	N 00°15'04"W	18.31'
L48	S 89°44'56"W	252.58'
L49	S 00°15'04"E	53.99'
L50	S 89°44'56"W	21.00'
L51	N 00°15'04"W	77.99'
L52	N 89°44'56"E	295.74'
L53	N 01°49'58"W	44.96'
L54	S 89°44'56"W	301.47'
L55	S 46°56'53"W	2.30'
L56	S 00°15'09"E	17.44'
L57	S 89°44'56"W	20.00'
L58	N 00°15'09"W	7.00'
L59	S 89°44'56"W	110.94'
L60	N 01°49'55"W	20.01'

EXHIBIT "B"
ACTUAL COST OF CONSTRUCTION

PROJECT NAME: The Grove - Onsite

DEVELOPER: Miramar Square LLC

	Description	Quantity	Unit	Unit Price	Cost
DRAINAGE					
Pipe	15" RCP		LF		
TOTAL					
STRUCTURES					
	Curb Inlet (P-6)		EA		
TOTAL					
SEWER	GRAV Sewer 0-6 cut - 8"	417	LF	\$36.00	\$15,012.00
	GRAV Sewer 6-8 cut - 8"	56	LF	\$36.00	\$2,016.00
	Manhole 0-6 cut	4	EA	\$2,912.47	\$11,649.88
TOTAL					\$28,677.88
WATER	6" Class 51 DIP Water Main w/ fittings	119	LF	\$64.32	\$7,654.08
	8" Class 51 DIP Water Main w/ fittings	1682	LF	\$43.34	\$72,897.88
	1" PE Water Service Tubing	1	EA	\$2,382.97	\$2,382.97
	1-1/2" PE Water Service Tubing	3	EA	\$3,076.40	\$9,229.20
	2" PE Water Service Tubing	3	LF	\$3,419.31	\$10,257.90
	6" Gate Valve	6	EA	\$1,233.17	\$7,399.02
	8" Gate Valve	11	EA	\$1,572.86	\$17,301.46

	4" Gate Valve	1	EA	\$948.02	\$948.02
	Fire Hydrant Assembly	6	EA	\$3,224.16	\$19,344.96
	Double Detector Check Valve	1	EA	\$5,485.91	\$5,485.91
TOTAL					\$152,901.40
PAVING	2.5" Type SP-9.5 with Prime		SY		
	4" Limerock Pad for Type "F" Curb		SY		
	8" Limerock Base		SY		
	12" Compacted Subgrade		SY		
	Type "D" Curb & Gutter		LF		
	Type "F" Curb & Gutter		LF		
	6" Sidewalk w/ Ramps		SY		
	Pavement Markings & Signage		LS		
TOTAL					
	TOTAL PROJECT COST				\$181,579.28

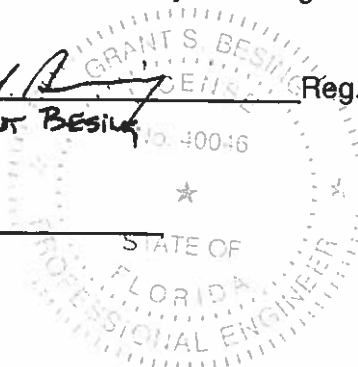
CERTIFICATE

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: 3/17/20 Project Engineer: *Grant S. Besing* Reg. No. 40046

Public Improvement Maintenance Bond:

Cost = \$181,579.28 X 25% = \$45,394.82



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.

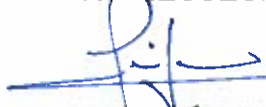
11. That there is no pending litigation or dispute involving or concerning the location of the boundaries of the Property or any portion thereof.


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 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:



Rolando Gerez


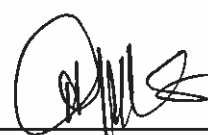
EMILIA
12/19/19

Miramar Square LLC, A Florida Limited Liability Company



By: VICTOR E TAURIZANO
Individually, and on behalf of the Company

SWORN TO AND SUBSCRIBED before me this 19th day of December, 2019.



Notary Public, State of Florida
At Large

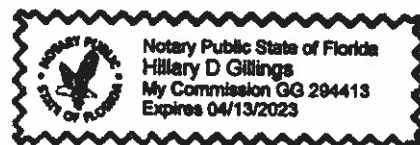


Exhibit "A"

Tract A, GROVE PLAT, a subdivision according to the plat thereof recorded at Plat Book 183, Pages 5 and 6, in the Public Records of Broward County, Florida

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THENCE S 44°44'56"W, A DISTANCE OF 25.11 FEET;

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THENCE N 89°44'56"E, A DISTANCE OF 20.00 FEET;

THENCE S 00°15'04"E, A DISTANCE OF 20.75 FEET;

THENCE N 90°00'00"E, A DISTANCE OF 35.44 FEET;

THENCE S 01°49'58"E, A DISTANCE OF 66.72 FEET;

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REVISIONS	DATE	BY
1. REVISED PER CITY COMMENTS	12/13/19	DRL

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DATE: Dec 13, 2019

RICHARD G. CRAWFORD Jr.

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY:	CHECKED BY:	FIELD BOOK:
11/20/19	DRL	BCC	N/A

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

ETCH NO.
8-8675 COMUE

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THENCE S.00°15'02"E. A DISTANCE OF 34.23 FEET;
THENCE S.89°44'58"W. A DISTANCE OF 18.05 FEET TO THE EASTERLY SIDELINE LINE OF SAID 12 FOOT WIDE UTILITY EASEMENT;
THENCE N.01°49'55"W. ALONG SAID EASTERLY LINE, A DISTANCE OF 54.25 FEET;
THENCE N.89°44'56"E. A DISTANCE OF 181.05 FEET;
THENCE N.00°15'04"W. A DISTANCE OF 7.67 FEET;
THENCE N.89°44'56"E. A DISTANCE OF 20.00 FEET;
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THENCE N.89°44'56"E. A DISTANCE OF 175.33 FEET;
THENCE N.01°49'58"W. A DISTANCE OF 97.79 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 23.33 FEET;
THENCE N.00°15'04"W. A DISTANCE OF 18.31 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 252.58 FEET;
THENCE S.00°15'04"E. A DISTANCE OF 53.99 FEET;
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THENCE N.00°15'04"W. A DISTANCE OF 77.99 FEET;
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THENCE N.01°49'58"W. A DISTANCE OF 44.96 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 301.47 FEET;
THENCE S.46°56'53"W. A DISTANCE OF 2.30 FEET;
THENCE S.00°15'09"E. A DISTANCE OF 17.44 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 20.00 FEET;
THENCE N.00°15'09"W. A DISTANCE OF 7.00 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 110.94 FEET TO A POINT ON THE EASTERLY SIDELINE LINE OF SAID 12 FOOT WIDE UTILITY EASEMENT;
THENCE N.01°49'55"W. ALONG SAID EASTERLY LINE A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA AND CONTAINING 0.92 ACRES
(39,924 SQUARE FEET), MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON S.89°44'49"E. ALONG THE NORTH LINE OF PARCEL A, AS SHOWN ON THE PLAT OF GROVE PLAT, RECORDED IN PLAT BOOK 185, PAGES 5 AND 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEETS 2 OF 3 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

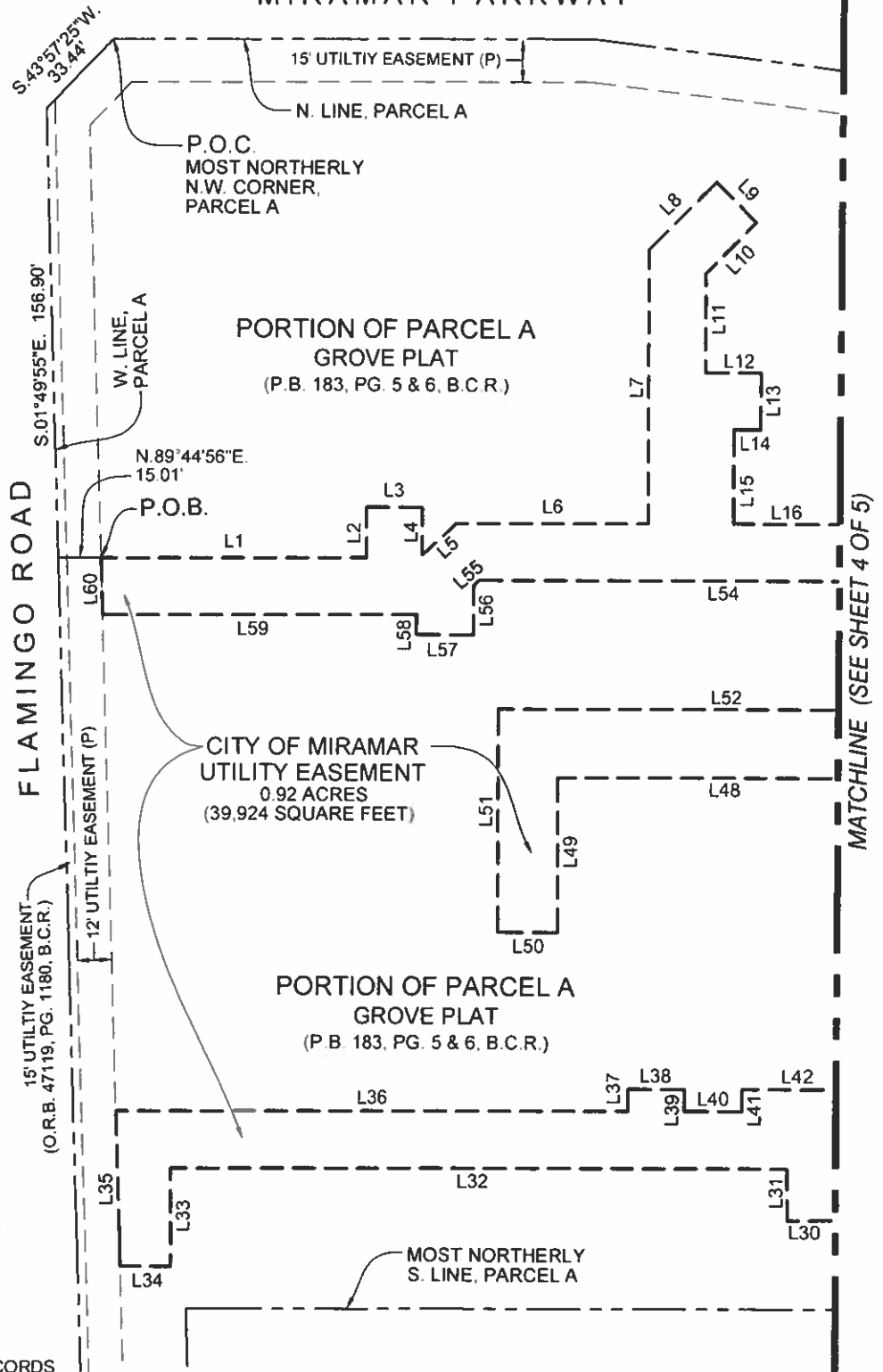
Tel. (954) 585-0997

Fax (954) 585-3927

NOTE:
SEE SHEETS 1 AND 2 OF 5 FOR THE
LEGAL DESCRIPTION OF THE
PROPERTY SHOWN GRAPHICALLY
HEREON.

EXHIBIT "A"
SKETCH OF DESCRIPTION
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

MIRAMAR PARKWAY



SCALE: 1" = 60'



GRAPHIC SCALE

LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
L1	LINE 1 (REFER TO LINE TABLE)

4341 S.W. 62nd AVE.
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SURVEYORS - MAPPERS

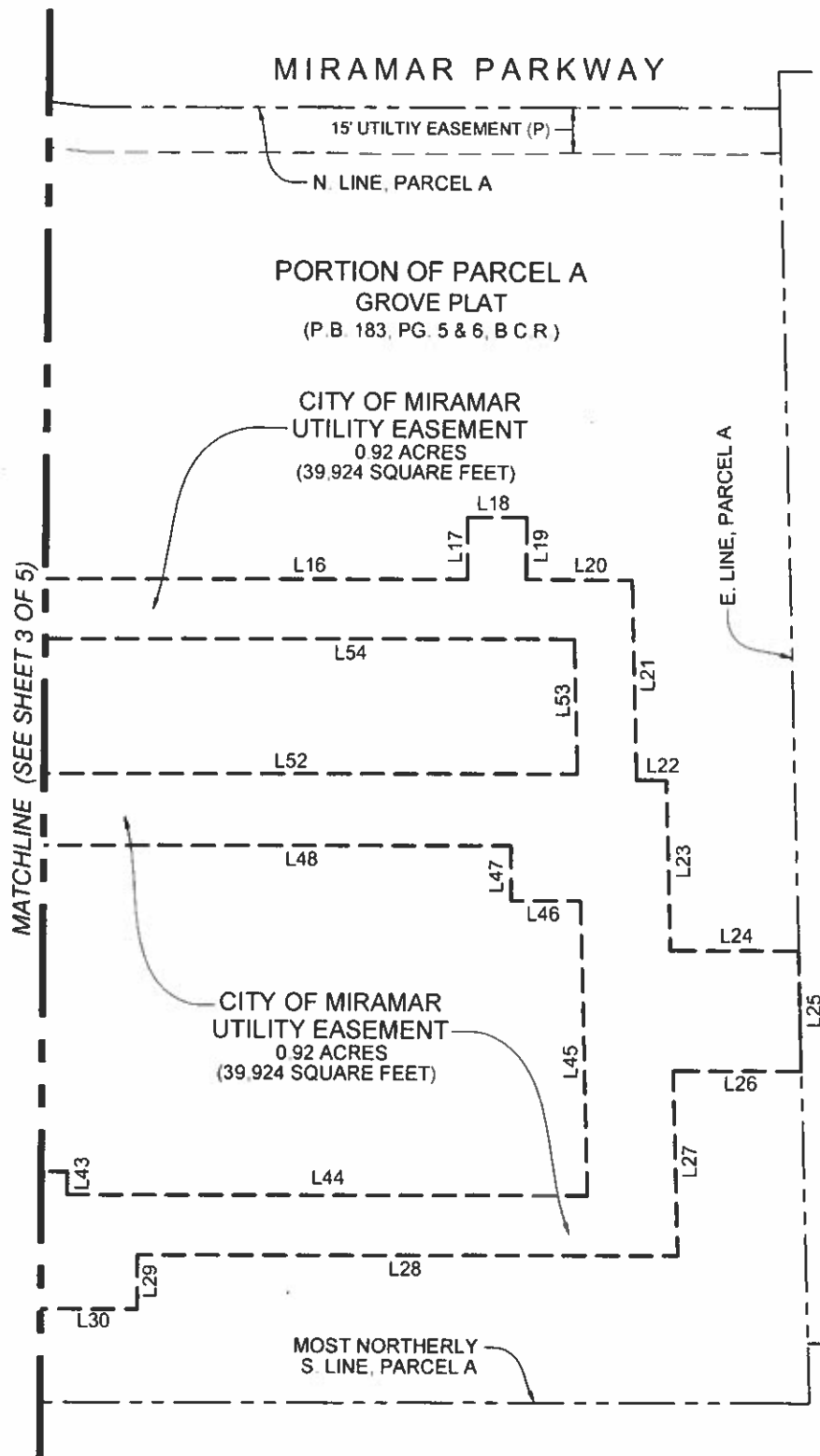
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EXHIBIT "A"
SKETCH OF DESCRIPTION
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

NOTE:
SEE SHEETS 1 AND 2 OF 5 FOR THE
LEGAL DESCRIPTION OF THE
PROPERTY SHOWN GRAPHICALLY
HEREON.



LEGEND:

P.B.	PLAT BOOK
PG	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
L1	LINE 1 (REFER TO LINE TABLE)



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EXHIBIT "A"

**SKETCH OF DESCRIPTION
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA**

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°44'56"E	93.49'
L2	N 00°15'04"W	17.67'
L3	N 89°44'56"E	20.00'
L4	S 00°15'04"E	16.64'
L5	N 46°56'53"E	16.15'
L6	N 89°44'56"E	67.67'
L7	N 00°15'04"W	95.78'
L8	N 44°44'56"E	33.39'
L9	S 45°15'04"E	20.00'
L10	S 44°44'56"W	25.11'
L11	S 00°15'04"E	34.61'
L12	N 89°44'56"E	19.67'
L13	S 00°15'04"E	20.00'
L14	S 89°44'56"W	9.67'
L15	S 00°15'04"E	32.89'
L16	N 89°44'56"E	175.66'
L17	N 00°15'04"W	20.67'
L18	N 89°44'56"E	20.00'
L19	S 00°15'04"E	20.75'
L20	N 90°00'00"E	35.44'
L21	S 01°49'58"E	66.72'
L22	N 89°44'56"E	10.00'
L23	S 01°49'58"E	56.80'
L24	N 89°44'56"E	43.01'
L25	S 01°49'55"E	40.02'
L26	S 89°44'56"W	43.01'
L27	S 01°49'58"E	61.31'
L28	S 89°44'56"W	182.41'
L29	S 00°15'04"E	18.00'
L30	S 89°44'56"W	45.38'

LINE TABLE		
LINE	BEARING	DISTANCE
L31	N 00°15'04"W	18.00'
L32	S 89°44'56"W	217.66'
L33	S 00°15'02"E	34.23'
L34	S 89°44'58"W	18.05'
L35	N 01°49'55"W	54.25'
L36	N 89°44'56"E	181.05'
L37	N 00°15'04"W	7.67'
L38	N 89°44'56"E	20.00'
L39	S 00°15'04"E	7.67'
L40	N 89°44'56"E	20.13'
L41	N 00°15'04"W	7.67'
L42	N 89°44'56"E	37.92'
L43	S 00°15'04"E	7.67'
L44	N 89°44'56"E	175.33'
L45	N 01°49'58"W	97.79'
L46	S 89°44'56"W	23.33'
L47	N 00°15'04"W	18.31'
L48	S 89°44'56"W	252.58'
L49	S 00°15'04"E	53.99'
L50	S 89°44'56"W	21.00'
L51	N 00°15'04"W	77.99'
L52	N 89°44'56"E	295.74'
L53	N 01°49'58"W	44.96'
L54	S 89°44'56"W	301.47'
L55	S 46°56'53"W	2.30'
L56	S 00°15'09"E	17.44'
L57	S 89°44'56"W	20.00'
L58	N 00°15'09"W	7.00'
L59	S 89°44'56"W	110.94'
L60	N 01°49'55"W	20.01'

EASEMENT

THIS INSTRUMENT RETURN TO:

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

THIS INSTRUMENT PREPARED BY:

Maria Juliana Ayalde, Esq.
Law Office of Maria Juliana Ayalde, PA
15800 Pines Blvd. Suite 205
Pembroke Pines, FL 33027

Part of Property Appraiser's Parcel
Identification No. **514025-11-0010**

EASEMENT

THIS EASEMENT (the Easement) is made this 15. day of NOVEMBER- 2019, by Miramar Square, LLC ("Grantor") whose address is 2730 SW 3rd Ave. Suite 202, Miami, FL 33129 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 1 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:


Print Name: Robert Gerson
Address: 1940 Wilson St,
Hollywood, FL 33020


Print Name: EMILIO REYNOSO
Address: 2340 PINE NEEDLE CT.
P. PINE 33026


By: Victor E. Taurizano, as Authorized
Manager of Miramar Square, LLC, a
Florida Limited Liability Company
Address: 2730 SW 3rd Ave Suite 202
Miami, FL 33129

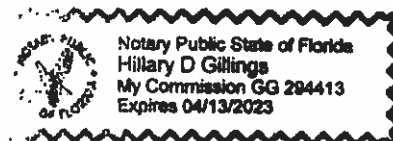
STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 12th day of
December, 2019, by Victor E Taurizano, as Authorized Manager of Miramar Square,
LLC, a Florida Limited Liability Company. He is personally known to me or has
produced _____ as identification.



Notary Public
State of Florida at Large

My Commission Expires:



4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT A
LEGAL DESCRIPTION OF
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A CITY OF MIRAMAR UTILITY EASEMENT BEING A PORTION OF PARCEL A, GROVE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183, PAGES 5 AND 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY NORTHWEST CORNER OF SAID PARCEL A;

THENCE S.43°57'25"W., A DISTANCE OF 33.44 FEET;

THENCE S.01°49'55"E. ALONG THE WEST LINE OF SAID PARCEL A, A DISTANCE OF 156.90 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 15.01 FEET TO A POINT ON THE EASTERLY SIDELINE OF A 12 FOOT WIDE UTILITY EASEMENT AS SHOWN ON ON SAID GROVE PLAT, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N.89°44'56"E. A DISTANCE OF 93.49 FEET;

THENCE N.00°15'04"W. A DISTANCE OF 17.67 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 20.00 FEET;

THENCE S.00°15'04"E. A DISTANCE OF 16.64 FEET;

THENCE N.46°56'53"E. A DISTANCE OF 16.15 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 67.67 FEET;

THENCE N.00°15'04"W. A DISTANCE OF 95.78 FEET;

THENCE N.44°44'56"E. A DISTANCE OF 33.39 FEET;

THENCE S.45°15'04"E. A DISTANCE OF 20.00 FEET;

THENCE S.44°44'56"W. A DISTANCE OF 25.11 FEET;

THENCE S.00°15'04"E. A DISTANCE OF 34.61 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 19.67 FEET;

THENCE S.00°15'04"E. A DISTANCE OF 20.00 FEET;

THENCE S.89°44'56"W. A DISTANCE OF 9.67 FEET;

THENCE S.00°15'04"E. A DISTANCE OF 32.89 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 175.66 FEET;

THENCE N.00°15'04"W. A DISTANCE OF 20.67 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 20.00 FEET;

THENCE S.00°15'04"E. A DISTANCE OF 20.75 FEET;

THENCE N.90°00'00"E. A DISTANCE OF 35.44 FEET;

THENCE S.01°49'58"E. A DISTANCE OF 66.72 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 10.00 FEET;

THENCE S.01°49'58"E. A DISTANCE OF 56.80 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 43.01 FEET TO THE EAST LINE OF SAID PARCEL A;

THENCE S.01°49'55"E. ALONG SAID EAST LINE, A DISTANCE OF 40.02 FEET;

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY
1. REVISED PER CITY COMMENTS	12/13/19	DRL

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
COPYRIGHT©2019

DATE: Dec 13, 2019

RICHARD G. CRAWFORD JR.

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
11/06/19	DRL	RGC	N/A

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 5

SKETCH NO.
18-8675 COMUE

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
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EXHIBIT A
LEGAL DESCRIPTION OF
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION: CONTINUED

THENCE S.89°44'56"W. A DISTANCE OF 43.01 FEET;
THENCE S.01°49'58"E. A DISTANCE OF 61.31 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 182.41 FEET;
THENCE S.00°15'04"E. A DISTANCE OF 18.00 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 45.38 FEET;
THENCE N.00°15'04"W. A DISTANCE OF 18.00 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 217.66 FEET;
THENCE S.00°15'02"E. A DISTANCE OF 34.23 FEET;
THENCE S.89°44'58"W. A DISTANCE OF 18.05 FEET TO THE EASTERLY SIDELINE LINE OF SAID 12 FOOT WIDE UTILITY EASEMENT;
THENCE N.01°49'55"W. ALONG SAID EASTERLY LINE, A DISTANCE OF 54.25 FEET;
THENCE N.89°44'56"E. A DISTANCE OF 181.05 FEET;
THENCE N.00°15'04"W. A DISTANCE OF 7.67 FEET;
THENCE N.89°44'56"E. A DISTANCE OF 20.00 FEET;
THENCE S.00°15'04"E. A DISTANCE OF 7.67 FEET;
THENCE N.89°44'56"E. A DISTANCE OF 20.13 FEET;
THENCE N.00°15'04"W. A DISTANCE OF 7.67 FEET;
THENCE N.89°44'56"E. A DISTANCE OF 37.92 FEET;
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THENCE N.00°15'04"W. A DISTANCE OF 77.99 FEET;
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THENCE S.89°44'56"W. A DISTANCE OF 301.47 FEET;
THENCE S.46°56'53"W. A DISTANCE OF 2.30 FEET;
THENCE S.00°15'09"E. A DISTANCE OF 17.44 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 20.00 FEET;
THENCE N.00°15'09"W. A DISTANCE OF 7.00 FEET;
THENCE S.89°44'56"W. A DISTANCE OF 110.94 FEET TO A POINT ON THE EASTERLY SIDELINE LINE OF SAID 12 FOOT WIDE UTILITY EASEMENT;
THENCE N.01°49'55"W. ALONG SAID EASTERLY LINE A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA AND CONTAINING 0.92 ACRES (39,924 SQUARE FEET), MORE OR LESS.

NOTES:

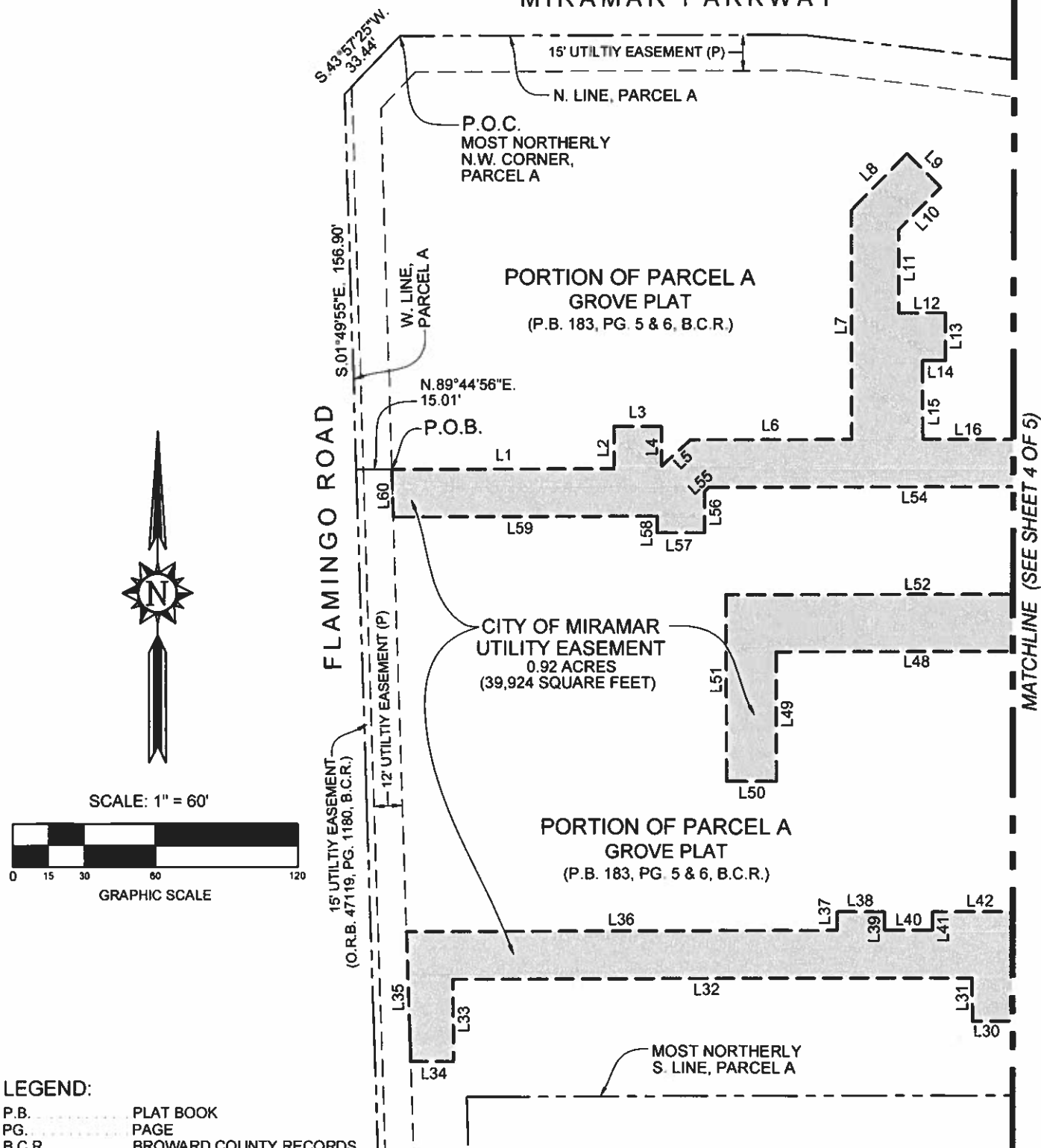
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4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEETS 2 OF 3 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

4341 S.W. 62nd AVE.
Davie, Florida 33314

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EXHIBIT "A"
SKETCH OF DESCRIPTION
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

MIRAMAR PARKWAY



LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
L1	LINE 1 (REFER TO LINE TABLE)

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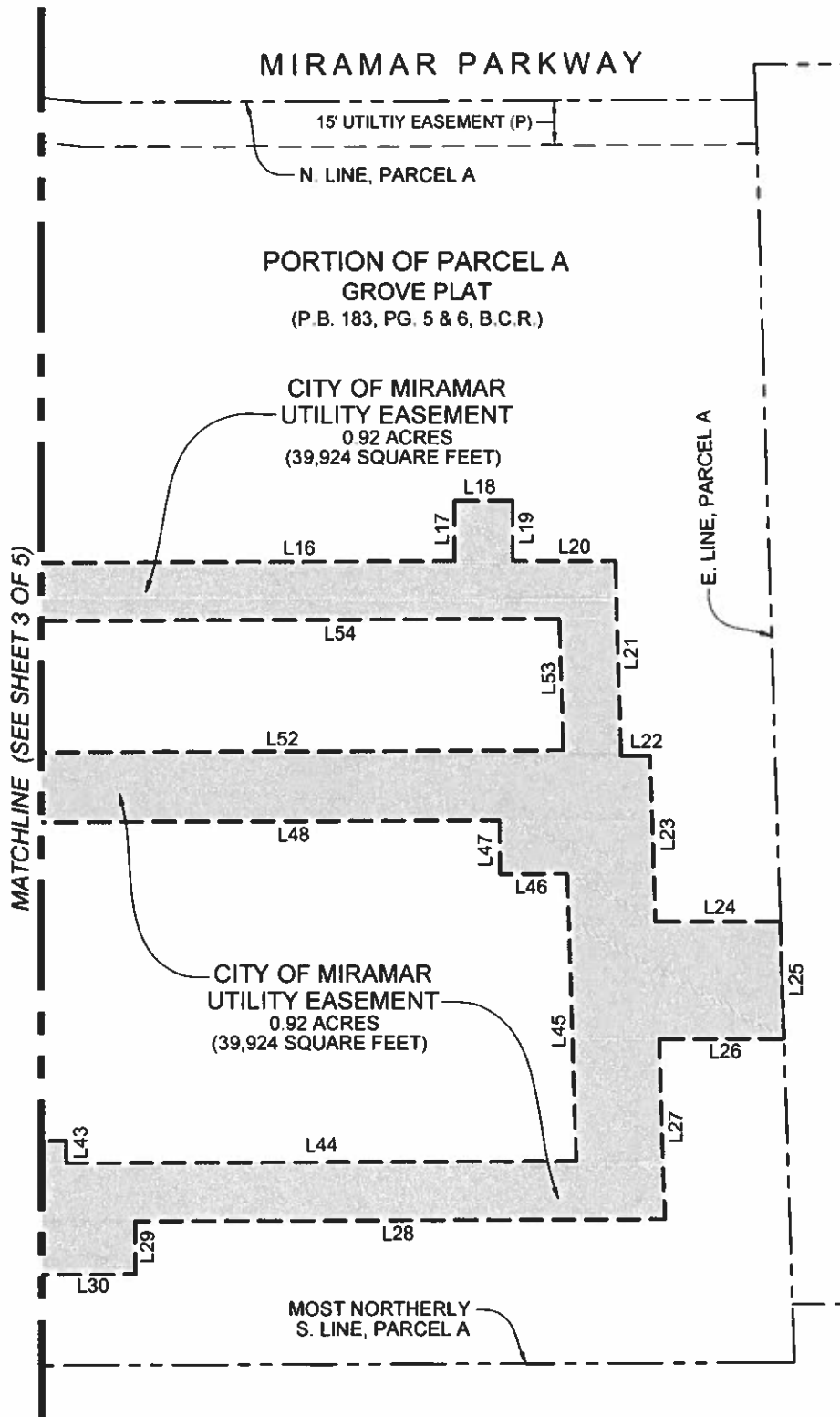
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CITY OF MIRAMAR UTILITY EASEMENT
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SEE SHEETS 1 AND 2 OF 5 FOR THE
LEGAL DESCRIPTION OF THE
PROPERTY SHOWN GRAPHICALLY
HEREON.



SCALE: 1" = 60'



LEGEND:

P.B. PLAT BOOK
PG. PAGE
B.C.R. BROWARD COUNTY RECORDS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
L1 LINE 1 (REFER TO LINE TABLE)

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"

**SKETCH OF DESCRIPTION
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA**

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N.89°44'56"E.	93.49'
L2	N.00°15'04"W.	17.67'
L3	N.89°44'56"E.	20.00'
L4	S.00°15'04"E.	16.64'
L5	N.46°56'53"E.	16.15'
L6	N.89°44'56"E.	67.67'
L7	N.00°15'04"W.	95.78'
L8	N.44°44'56"E.	33.39'
L9	S.45°15'04"E.	20.00'
L10	S.44°44'56"W.	25.11'
L11	S.00°15'04"E.	34.61'
L12	N.89°44'56"E.	19.67'
L13	S.00°15'04"E.	20.00'
L14	S.89°44'56"W.	9.67'
L15	S.00°15'04"E.	32.89'
L16	N.89°44'56"E.	175.66'
L17	N.00°15'04"W.	20.67'
L18	N.89°44'56"E.	20.00'
L19	S.00°15'04"E.	20.75'
L20	N.90°00'00"E.	35.44'
L21	S.01°49'58"E.	66.72'
L22	N.89°44'56"E.	10.00'
L23	S.01°49'58"E.	56.80'
L24	N.89°44'56"E.	43.01'
L25	S.01°49'55"E.	40.02'
L26	S.89°44'56"W.	43.01'
L27	S.01°49'58"E.	61.31'
L28	S.89°44'56"W.	182.41'
L29	S.00°15'04"E.	18.00'
L30	S.89°44'56"W.	45.38'

LINE TABLE		
LINE	BEARING	DISTANCE
L31	N.00°15'04"W.	18.00'
L32	S.89°44'56"W.	217.66'
L33	S.00°15'02"E.	34.23'
L34	S.89°44'58"W.	18.05'
L35	N.01°49'55"W.	54.25'
L36	N.89°44'56"E.	181.05'
L37	N.00°15'04"W.	7.67'
L38	N.89°44'56"E.	20.00'
L39	S.00°15'04"E.	7.67'
L40	N.89°44'56"E.	20.13'
L41	N.00°15'04"W.	7.67'
L42	N.89°44'56"E.	37.92'
L43	S.00°15'04"E.	7.67'
L44	N.89°44'56"E.	175.33'
L45	N.01°49'58"W.	97.79'
L46	S.89°44'56"W.	23.33'
L47	N.00°15'04"W.	18.31'
L48	S.89°44'56"W.	252.58'
L49	S.00°15'04"E.	53.99'
L50	S.89°44'56"W.	21.00'
L51	N.00°15'04"W.	77.99'
L52	N.89°44'56"E.	295.74'
L53	N.01°49'58"W.	44.96'
L54	S.89°44'56"W.	301.47'
L55	S.46°56'53"W.	2.30'
L56	S.00°15'09"E.	17.44'
L57	S.89°44'56"W.	20.00'
L58	N.00°15'09"W.	7.00'
L59	S.89°44'56"W.	110.94'
L60	N.01°49'55"W.	20.01'

Opinion of Title

TO: CITY OF MIRAMAR

With the understanding that this Opinion of Title is furnished to the City of Miramar, a Florida Municipal Corporation, as an inducement for execution of an agreement covering the real property, hereinafter described or for acceptance of a warranty deed, easement, covenant or unity of title, as applicable, it is hereby certified that I have examined a complete Abstract of Title or Policy of Title Insurance issued by Old Republic National Title dated November 20, 2019 and issued under No. 19135077 covering the period from the beginning to the 15 day of November, 2019, at the hours of 8 A.M., inclusive, of the following described property:

Tract A, GROVE PLAT, a subdivision according to the plat thereof recorded at Plat Book 183, Pages 5 and 6, in the Public Records of Broward County, Florida
I am of the opinion that on the last-mentioned date, the fee simple title to the above-described real property was vested in: Miramar Square, LLC, a Florida Limited Liability Company.

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

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

a. Mortgage, Assignment of Leases and Rents and Security Agreement to Miramar Square Landings LLC, a Florida limited liability company recorded April 30, 2018 at Instr # 115044590

b. UCC Financing Statement recorded April 30, 2018 at Instr # 115044591

c. Notice of Commencement recorded January 7, 2019 at Instr # 115540191

d. Notice of Commencement recorded January 7, 2019 at Instr # 115540474

e. Notice of Commencement recorded June 4, 2019 at Instr # 115844838

f. Notice of Commencement recorded June 4, 2019 at Instr # 115844839

g. Notice of Commencement recorded June 4, 2019 at Instr # 115844840

2. RECORDED CONSTRUCTION LIENS & JUDGEMENTS:

None.

3. GENERAL EXCEPTIONS:

a. Taxes for 2019 and subsequent years and taxes or special assessments which are not shown as existing liens by the Public Records.

b. Rights or claims of parties in possession not shown by the public records.

c. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

d. Easements or claims of easements not shown by the Public Records.

e. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

f. Any adverse claim to all or any part of the land which is now under water or

which has previously been under water but filled or exposed through the efforts of man.

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

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

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions and that none of the encumbrances and/or exceptions listed above will restrict the use of the property for the purposes set forth in the agreement, assignment, warranty deeds, easement, covenant and unity of title, as applicable.

I FURTHER CERTIFY that if the agreement to be executed or conveyance to be made is being made by a legal entity that the entity named Miramar Square, LLC, is properly created as a Limited Liability Company in the State of Florida; that said legal entity's legal status is current and active; and that the legal entity is lawful empowered to execute the agreement or make the conveyance that is the subject of this transaction.

Therefore, it is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

NAME	INTEREST	SPECIAL EXCEPTION NUMBER
Owner	Miramar Square, LLC	

The following is a description of the aforementioned abstract and its continuations:

NUMBER	COMPANY CERTIFYING	NO OF ENTRIES	PERIOD COVERED
19135077	Old Republic National Title	1	3/2015 -11/15/19

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

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

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida, and a member in good standing of the Florida Bar.

Respectfully submitted, this 20 day of November, 2019.

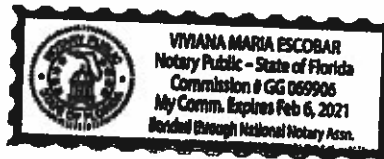

Maria Juliana Ayalde, Esq.
Law Office of Maria Juliana Ayalde, PA
15800 Pines Blvd. Suite 205
Pembroke Pines, FL 33027
Florida Bar No. 1017920

STATE OF FLORIDA)
) SS
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 20 day of
NOVEMBER, 2019, by Maria Juliana Ayalde who ☒
is personally known to me or ☐ produced _____
as identification.


NOTARY PUBLIC, State of Florida

VIVIANA M. ESCOBAR
Print Name
My Commission Expires:
February 6, 2021



Old Republic National Title Insurance Company
12751 New Brittany Blvd, Suite 500
Ft. Myers, FL 33907

TITLE SEARCH REPORT

This title search has been compiled at the request of:

ONE CONQUEST TITLE & ESCROW LLC
LUZ HELENA TORO
15800 Pines Blvd., Ste 205
Pembroke Pines, FL 33027

and is provided for review and examination by you or your staff for the sole purpose of preparing and issuing an Old Republic National Title Insurance Company commitment or policy. Only the results of a search of the record title are reflected herein.

After an examination and review of this search you must:

- A. Request written authorization from Old Republic National Title Insurance Company to issue the Commitment if the amount exceeds your Agency limits.
- B. Include in the Commitment under Schedule B, any additional requirements and/or exceptions you find necessary from your analysis of surveys, prior title evidence or other relevant aspects of the transaction.
- C. Verify the status of corporation and limited partnerships with the appropriate governmental agency or authorities.
- D. Determine whether legal access exists.
- E. Determine if any unpaid municipal taxes or assessments exists, which do not appear in the public records.
- F. Determine whether any portion of the property is submerged, or a body of water, and whether riparian or littoral rights exist.
- G. Determine that the transaction to be closed is bona fide and arms-length and does not violate any lender's instructions, underwriting guidelines or advice of this Company.

This Title Search is issued to the above name Agent in conjunction with an application for an Old Republic National Title Insurance Company title insurance commitment and/or title insurance policy.

Date: November 20, 2019


Authorized Signatory

**TITLE SEARCH REPORT
Schedule A**

The following title search has been compiled from the Public Records of Broward County, Florida through an effective date of November 15, 2019 at 11:00 P.M..

1. Policy or Policies to be Issued:

(a) ALTA OWNER'S POLICY (06/17/06) Amount:
(amended 10/17/92 with Florida Modifications)
Proposed Insured:

(b) ALTA LOAN POLICY (06/17/06) Amount:
(amended 10/17/92 with Florida Modifications)
Proposed Insured:

2. The estate or interest in the land described or referred to in this Report is Fee Simple.

3. Last grantee of record for the period searched:

Miramar Square, LLC, a Florida limited liability company

4. Requested legal descriptions searched:

Tract A, GROVE PLAT, a subdivision according to the plat thereof recorded at Plat Book 183, Pages 5 and 6, in the Public Records of Broward County, Florida.

TITLE SEARCH REPORT

Schedule B - Section 1

1. Deeds and Conveyances:

Special Warranty Deed recorded March 30, 2015 at Instr # 112894311

2. Unsatisfied Encumbrances:

Mortgage, Assignment of Leases and Rents and Security Agreement to Miramar Square Landings LLC, a Florida limited liability company recorded April 30, 2018 at Instr # 115044590
UCC Financing Statement recorded April 30, 2018 at Instr # 115044591
Notice of Commencement recorded January 7, 2019 at Instr # 115540191
Notice of Commencement recorded January 7, 2019 at Instr # 115540474
Notice of Commencement recorded June 4, 2019 at Instr # 115844838
Notice of Commencement recorded June 4, 2019 at Instr # 115844839
Notice of Commencement recorded June 4, 2019 at Instr # 115844840

A judgment search has been run on all parties in the chain of title covered by this report.

3. Unsatisfied Judgments/Liens:

Charges and assessments due any municipality for water, sewer and waste collection services, if any, due.

Pending association fees, Master Association Fees if any, due.

4. Taxes and Assessments:

Note: Taxes for the year 2019 in the amount of became a lien on the land January 1, 2019 and are due and payable on Nov. 1, 2019. Said taxes are Unpaid. Tax ID Number 514025-11-0010.

Lands lie within various county special assessment districts and municipal taxing districts and are subject to liens for unpaid special assessments by virtue of the ordinances and resolutions creating these districts. The special assessments are payable with the ad valorem taxes.

5. Miscellaneous Matters:

None

6. The following abstractor notes should also be reviewed before a commitment or policy is issued

Note: The following is for informational purposes only and will not appear in the policy to be issued: The following deed(s) affecting the land described in Schedule A hereof cover a minimum twenty-four month period prior to the effective date of this commitment:

Special Warranty Deed recorded March 30, 2015 at Instr # 112894311

SCHEDULE B - SECTION II**Schedule B- Section 2**

The following standard exceptions should be made a part of any Commitment, unless evidence is presented which would eliminate the need for same:

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.
7. General or special taxes and assessments required to be paid in the year 2020 and subsequent years.

Easements, restrictions and other matters affecting title searched:

8. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
9. Rights of tenants and/or parties in possession, and any parties claiming, by through or under said tenants or parties in possession, as to any unrecorded leases or rental agreements.
10. Easements, dedications, restrictions, reservations, setback(s) and other matters as stated and shown on the Plat of GROVE PLAT recorded in Plat Book 183, Pages 5 and 6.
11. Land development regulations as referenced in that Notice of Adoption of A Development Order by the City of Miramar, recorded in Official Records Book 20617, Page 239, as affected by Ordinance No. 06-11 recorded in Official Records Book 41611, Page 673.
12. Terms and provisions of that Agreement Relating to Regional Road Concurrency for Increment I, East Miramar Areawide DRI, recorded in Official Records Book 21205, Page 45.
13. Terms and provisions of that Sewer Agreement with the City of Miramar, recorded in Official Records Book 22903, Page 453.
14. Terms and provisions of that Certificate of Acknowledgment, recorded in Official Records Book 29095, Page 1627.
15. Terms and provisions of that Agreement For Purchase of Basic Water Infrastructure Rights with the City of Miramar, recorded in Official Records Book 29095, Page 1657.
16. Ordinance No. 02-16 by the City of Miramar Adopting a Development Order, recorded in Official Records Book 33484, Page 1792.

17. Terms and provisions and obligations, together with lien(s) in favor of the City of Miramar as contained in that Traffic Concurrency Agreement, recorded in Official Records Book 33864, Page 1468.
18. Declaration of Covenants and Restrictions for RRW Water Management Association, Inc., which includes provisions for assessments, recorded in Official Records Book 40018, Page 739, as amended by instruments recorded in Official Records Book 41003, Page 1499, Official Records Book 41507, Page 1907 and Official Records Book 44811, Page 1949, and as affected by that release which releases a portion thereof, recorded in Official Records Book 45892, Page 248, as corrected in Official Records Book 46221, Page 701.
19. Terms and provisions of that Agreement regarding future water and sewer line charges, by and between Cleghorn Shoe Corp., a Massachusetts corporation, Westbrooke Homes, a Florida general partnership, Ha-Len Martinique, LLC, a Florida limited liability company, Flamingo Cove, LLC, a Florida limited liability company, and Red Road Holdings LLC, a Delaware limited liability company, a Memorandum of Agreement of which was recorded on July 7, 2005 in Official Records Book 40018, Page 821.
20. Terms, provisions and obligations contained in that Agreement, regarding future compliance with non-site specific obligations under the DRI and Development Order and Traffic Concurrency Agreement, by Cleghorn Shoe Corp., a Massachusetts corporation, in favor of Westbrooke Homes, a Florida general partnership, Ha-Len Martinique, LLC, a Florida limited liability company, Flamingo Cove, LLC, a Florida limited liability company, and Red Road Holdings LLC, a Delaware limited liability company, a Memorandum of Agreement of which was recorded on July 7, 2005 in Official Records Book 40018, Page 842.
21. Restrictions imposed by that Declaration of Restrictive Covenants recorded in Official Records Book 41339, Page 684.
22. Easement(s), together with terms and provisions of, that Retention Lake Easement Agreement between Cleghorn Shoe Corp., a Massachusetts corporation, and Wal-Mart Stores East, L.P., a Delaware limited partnership, recorded in Official Records Book 41339, Page 692.
23. Easement(s), together with terms and provisions of, that Retention Lake Flowage Agreement between Cleghorn Shoe Corp., a Massachusetts corporation, and Wal-Mart Stores East, L.P., a Delaware limited partnership, recorded in Official Records Book 41339, Page 703.
24. Development Order for the East Miramar Areawide Development of Regional Impact, originally adopted on March 22, 1993, as amended, and as further amended pursuant to that Ordinance No. 06-II by the City of Miramar, recorded on March 10, 2006, in Official Records Book 41611, Page 673.
25. Terms and provisions of that Educational Mitigation Agreement between the South Broward Drainage District, the City of Miramar and Broward County, together with attachments thereto, recorded in Official Records Book 42694, Page 1999 and Amendment recorded September 26, 2018 at Instr # 115347076.
26. Terms, provisions and obligations contained in that Agreement, regarding future compliance with non-site specific obligations under the DRI and Development Order and Traffic Concurrency Agreement, by Cleghorn Shoe Corp., a Massachusetts corporation, in favor of Treo by Quantum, LLC, a Florida limited liability company, a Memorandum of Agreement of which was recorded on January 1, 2007 in Official Records Book 43405, Page 1717.
27. Terms and provisions of that Hold Harmless Agreement in favor of the City of Miramar, recorded in Official Records Book 43492, Page 157.
28. Joint Deed of Conservation Easement and Agreement in favor of South Florida Water Management District, recorded in Official Records Book 43814, Page 79.
29. Easement granted to the City of Miramar, recorded in Official Records Book 47119, Page 1180.

30. Declaration of Use Restrictions, recorded March 30, 2015 at Instr # 112894305.
31. Drainage, canal and reclamation rights in favor of The Trustees of the Internal Improvement Fund of the State of Florida, as reserved in (a) Deed No. 1153, recorded in Deed Book 55, Page 79; and (b) Deed No. 4415, recorded in Deed Book 118, Page 312; both as affected by that Corrective Release of Reservations recorded in Official Records Book 42643, Page 484.
32. Lake Maintenance Easement Agreement by and between Miramar Square, LLC, a Florida limited liability company and Cleghorn Shoe Corp., a Massachusetts corporation recorded March 30, 2015 at Instr # 112894312.
33. Drainage, Flowage and Storage Easement Agreement by and between Cleghorn Shoe Corp., a Massachusetts corporation and Miramar Square, LLC, a Florida limited liability company recorded March 30, 2015 at Instr # 112894313.
34. Resolution No. 15-162, recorded July 20, 2015 at Instr # 113120424.
35. Resolution No. 15-161, recorded July 20, 2015 at Instr # 113120425.
36. Resolution No. 15-160, recorded July 20, 2015 at Instr # 113120426.
37. Ordinance No. 15-14, recorded July 20, 2015 at Instr # 113120427.
38. Notice of Environmental Resource Permit recorded October 31, 2017 at Instr # 114695184.
39. Easement to Florida Power & Light Company recorded October 19, 2018 at Instr # 115395713.
40. Drainage Easement (The Grove) to South Broward Drainage District, a political subdivision of the State of Florida, recorded June 6, 2019 at Instr # 115853625.
41. Agreement (The Grove Sign) recorded June 6, 2019 at Instr # 115853626.
42. Maintenance and Indemnification Agreement (The Grove) September 9, 2019 at Instr # 116037746.
43. Permit Agreement (for Improvements within Easements located on property owner's property and adjacent water body property) recorded November 7, 2019 at Instr # 116162125.

ORT FILE NO. 19135077

AGENT FILE #: 12250 Miramar Blvd

REAL PROPERTY TAX INFORMATION

TAXES PAID THRU THE YEAR (S) 2018

TAX INFORMATION FOR THE YEAR 2019 AS FOLLOWS:

R.E.#	514025-11-0010
TOTAL ASSESSED VALUE:	\$2,708,800.00
GROSS TAX AMOUNT:	\$58,446.73
DUE OR PAID?:	Due
BACK TAXES?:	No

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT A
LEGAL DESCRIPTION OF
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A CITY OF MIRAMAR UTILITY EASEMENT BEING A PORTION OF PARCEL A, GROVE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183, PAGES 5 AND 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY NORTHWEST CORNER OF SAID PARCEL A;

THENCE S.43°57'25"W. A DISTANCE OF 33.44 FEET;

THENCE S.01°49'55"E. ALONG THE WEST LINE OF SAID PARCEL A, A DISTANCE OF 156.90 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 15.01 FEET TO A POINT ON THE EASTERLY SIDELINE OF A 12 FOOT WIDE UTILITY EASEMENT AS SHOWN ON ON SAID GROVE PLAT, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N.89°44'56"E. A DISTANCE OF 93.49 FEET;

THENCE N.00°15'04"W. A DISTANCE OF 17.67 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 20.00 FEET;

THENCE S.00°15'04"E. A DISTANCE OF 16.64 FEET;

THENCE N.46°56'53"E. A DISTANCE OF 16.15 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 67.67 FEET;

THENCE N.00°15'04"W. A DISTANCE OF 95.78 FEET;

THENCE N.44°44'56"E. A DISTANCE OF 33.39 FEET;

THENCE S.45°15'04"E. A DISTANCE OF 20.00 FEET;

THENCE S.44°44'56"W. A DISTANCE OF 25.11 FEET;

THENCE S.00°15'04"E. A DISTANCE OF 34.61 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 19.67 FEET;

THENCE S.00°15'04"E. A DISTANCE OF 20.00 FEET;

THENCE S.89°44'56"W. A DISTANCE OF 9.67 FEET;

THENCE S.00°15'04"E. A DISTANCE OF 32.89 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 175.66 FEET;

THENCE N.00°15'04"W. A DISTANCE OF 20.67 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 20.00 FEET;

THENCE S.00°15'04"E. A DISTANCE OF 20.75 FEET;

THENCE N.90°00'00"E. A DISTANCE OF 35.44 FEET;

THENCE S.01°49'58"E. A DISTANCE OF 66.72 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 10.00 FEET;

THENCE S.01°49'58"E. A DISTANCE OF 56.80 FEET;

THENCE N.89°44'56"E. A DISTANCE OF 43.01 FEET TO THE EAST LINE OF SAID PARCEL A;

THENCE S.01°49'55"E. ALONG SAID EAST LINE, A DISTANCE OF 40.02 FEET;

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY
1. REVISED PER CITY COMMENTS	12/13/19	DRL

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
COPYRIGHT©2019

DATE: Dec 13, 2019

RICHARD G. CRAWFORD Jr.

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY:	CHECKED BY:	FIELD BOOK
11/06/19	DRL	RGC	N/A

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 5

SKETCH NO.
18-8675 COMUE

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

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and Mapping Business No. 6633

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EXHIBIT A
LEGAL DESCRIPTION OF
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION: CONTINUED

THENCE S 89°44'56"W. A DISTANCE OF 43.01 FEET;
THENCE S 01°49'58"E. A DISTANCE OF 61.31 FEET;
THENCE S 89°44'56"W. A DISTANCE OF 182.41 FEET;
THENCE S 00°15'04"E. A DISTANCE OF 18.00 FEET;
THENCE S 89°44'56"W. A DISTANCE OF 45.38 FEET;
THENCE N 00°15'04"W. A DISTANCE OF 18.00 FEET;
THENCE S 89°44'56"W. A DISTANCE OF 217.66 FEET;
THENCE S 00°15'02"E. A DISTANCE OF 34.23 FEET;
THENCE S 89°44'58"W. A DISTANCE OF 18.05 FEET TO THE EASTERLY SIDELINE LINE OF SAID 12 FOOT WIDE UTILITY EASEMENT;
THENCE N 01°49'55"W. ALONG SAID EASTERLY LINE, A DISTANCE OF 54.25 FEET;
THENCE N 89°44'56"E. A DISTANCE OF 181.05 FEET;
THENCE N 00°15'04"W. A DISTANCE OF 7.67 FEET;
THENCE N 89°44'56"E. A DISTANCE OF 20.00 FEET;
THENCE S 00°15'04"E. A DISTANCE OF 7.67 FEET;
THENCE N 89°44'56"E. A DISTANCE OF 20.13 FEET;
THENCE N 00°15'04"W. A DISTANCE OF 7.67 FEET;
THENCE N 89°44'56"E. A DISTANCE OF 37.92 FEET;
THENCE S 00°15'04"E. A DISTANCE OF 7.67 FEET;
THENCE N 89°44'56"E. A DISTANCE OF 175.33 FEET;
THENCE N 01°49'58"W. A DISTANCE OF 97.79 FEET;
THENCE S 89°44'56"W. A DISTANCE OF 23.33 FEET;
THENCE N 00°15'04"W. A DISTANCE OF 18.31 FEET;
THENCE S 89°44'56"W. A DISTANCE OF 252.58 FEET;
THENCE S 00°15'04"E. A DISTANCE OF 53.99 FEET;
THENCE S 89°44'56"W. A DISTANCE OF 21.00 FEET;
THENCE N 00°15'04"W. A DISTANCE OF 77.99 FEET;
THENCE N 89°44'56"E. A DISTANCE OF 295.74 FEET;
THENCE N 01°49'58"W. A DISTANCE OF 44.96 FEET;
THENCE S 89°44'56"W. A DISTANCE OF 301.47 FEET;
THENCE S 46°56'53"W. A DISTANCE OF 2.30 FEET;
THENCE S 00°15'09"E. A DISTANCE OF 17.44 FEET;
THENCE S 89°44'56"W. A DISTANCE OF 20.00 FEET;
THENCE N 00°15'09"W. A DISTANCE OF 7.00 FEET;
THENCE S 89°44'56"W. A DISTANCE OF 110.94 FEET TO A POINT ON THE EASTERLY SIDELINE LINE OF SAID 12 FOOT WIDE UTILITY EASEMENT;
THENCE N 01°49'55"W. ALONG SAID EASTERLY LINE A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA AND CONTAINING 0.92 ACRES (39,924 SQUARE FEET), MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON S 89°44'49"E. ALONG THE NORTH LINE OF PARCEL A, AS SHOWN ON THE PLAT OF GROVE PLAT, RECORDED IN PLAT BOOK 185, PAGES 5 AND 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEETS 2 OF 3 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.



Fax (954) 585-3927

SKETCH NO.
18-8675 COMUE

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

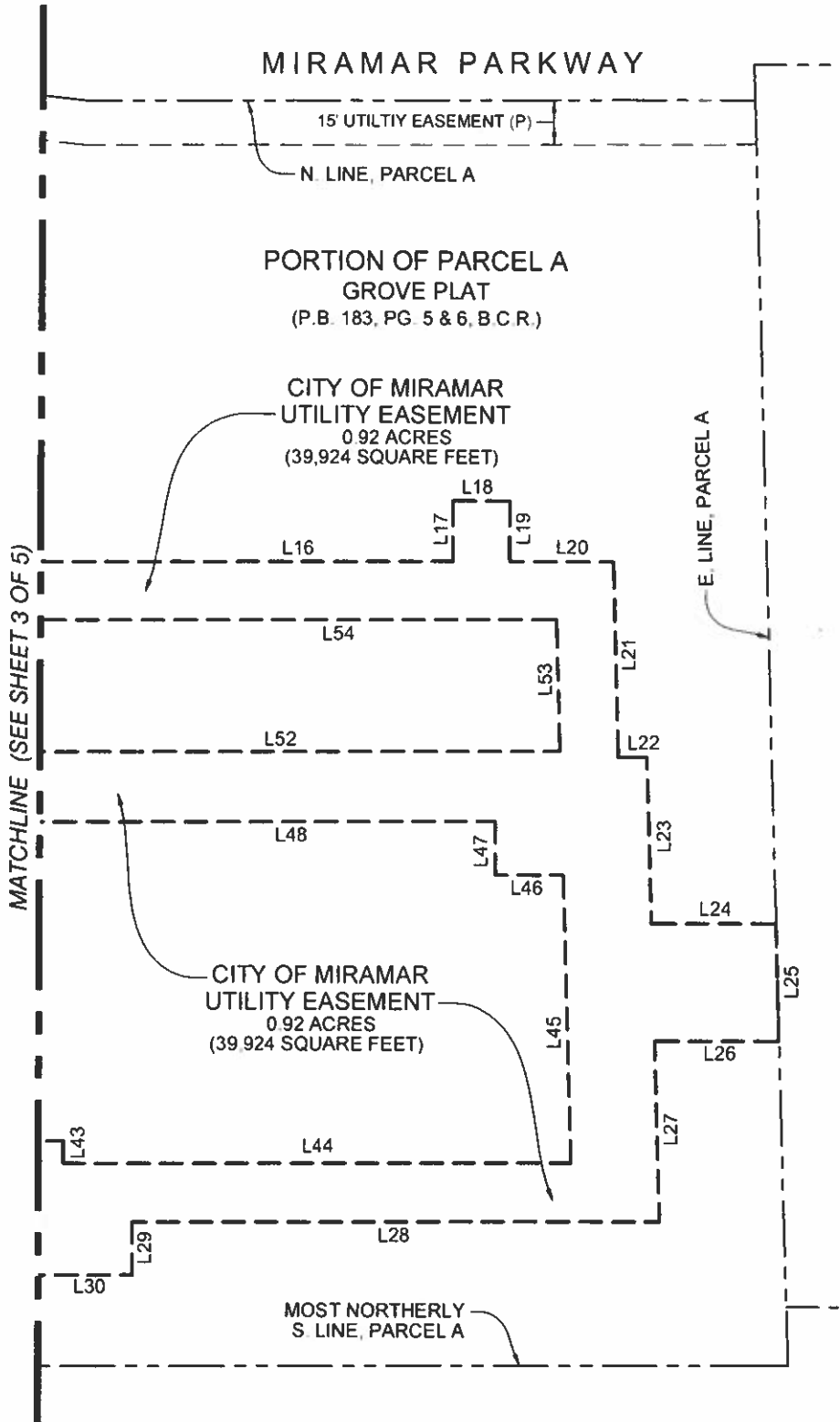
Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"

**SKETCH OF DESCRIPTION
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA**

NOTE:
SEE SHEETS 1 AND 2 OF 5 FOR THE
LEGAL DESCRIPTION OF THE
PROPERTY SHOWN GRAPHICALLY
HEREON.



SCALE: 1" = 60'



GRAPHIC SCALE

LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
L1	LINE 1 (REFER TO LINE TABLE)

SHEET 4 OF 5

SKETCH NO.
18-8675 COMUE

**STONER & ASSOCIATES, INC.**

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 66334341 S.W. 62nd AVE.
Davie, Florida 33314

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"

**SKETCH OF DESCRIPTION
CITY OF MIRAMAR UTILITY EASEMENT
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA**

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N.89°44'56"E	93.49'
L2	N.00°15'04"W	17.67'
L3	N.89°44'56"E	20.00'
L4	S.00°15'04"E	16.64'
L5	N.46°56'53"E	16.15'
L6	N.89°44'56"E	67.67'
L7	N.00°15'04"W	95.78'
L8	N.44°44'56"E	33.39'
L9	S.45°15'04"E	20.00'
L10	S.44°44'56"W	25.11'
L11	S.00°15'04"E	34.61'
L12	N.89°44'56"E	19.67'
L13	S.00°15'04"E	20.00'
L14	S.89°44'56"W	9.67'
L15	S.00°15'04"E	32.89'
L16	N.89°44'56"E	175.66'
L17	N.00°15'04"W	20.67'
L18	N.89°44'56"E	20.00'
L19	S.00°15'04"E	20.75'
L20	N.90°00'00"E	35.44'
L21	S.01°49'58"E	66.72'
L22	N.89°44'56"E	10.00'
L23	S.01°49'58"E	56.80'
L24	N.89°44'56"E	43.01'
L25	S.01°49'55"E	40.02'
L26	S.89°44'56"W	43.01'
L27	S.01°49'58"E	61.31'
L28	S.89°44'56"W	182.41'
L29	S.00°15'04"E	18.00'
L30	S.89°44'56"W	45.38'

LINE TABLE		
LINE	BEARING	DISTANCE
L31	N.00°15'04"W	18.00'
L32	S.89°44'56"W	217.66'
L33	S.00°15'02"E	34.23'
L34	S.89°44'58"W	18.05'
L35	N.01°49'55"W	54.25'
L36	N.89°44'56"E	181.05'
L37	N.00°15'04"W	7.67'
L38	N.89°44'56"E	20.00'
L39	S.00°15'04"E	7.67'
L40	N.89°44'56"E	20.13'
L41	N.00°15'04"W	7.67'
L42	N.89°44'56"E	37.92'
L43	S.00°15'04"E	7.67'
L44	N.89°44'56"E	175.33'
L45	N.01°49'58"W	97.79'
L46	S.89°44'56"W	23.33'
L47	N.00°15'04"W	18.31'
L48	S.89°44'56"W	252.58'
L49	S.00°15'04"E	53.99'
L50	S.89°44'56"W	21.00'
L51	N.00°15'04"W	77.99'
L52	N.89°44'56"E	295.74'
L53	N.01°49'58"W	44.96'
L54	S.89°44'56"W	301.47'
L55	S.46°56'53"W	2.30'
L56	S.00°15'09"E	17.44'
L57	S.89°44'56"W	20.00'
L58	N.00°15'09"W	7.00'
L59	S.89°44'56"W	110.94'
L60	N.01°49'55"W	20.01'

MAINTENANCE BOND

MAINTENANCE BOND FOR IMPROVEMENTS

Onsite - \$45,394.82

Offsite - \$20,870.15

Bond No.: 3301216

MAINTENANCE BOND GIVEN BY: MIRAMAR SQUARE LLC

AND FCCI Insurance Company

TO THE CITY OF MIRAMAR.

Maintenance bond given by MIRAMAR SQUARE LLC,
as PRINCIPAL, a L.L.C. existing under the laws of the State of
FLORIDA, of 2730 SW 3 AVENUE, SUITE 202
(Address)
City of MIAMI
County of DADE, State of FLORIDA

AND

FCCI Insurance Company, as SURETY, a surety company and/or
insurance company incorporated under the laws of the State of Florida, or
a partnership pursuant to the laws of the State of N/A and authorized to
transact surety in the State of Florida.

TO

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

BY THIS BOND, We MIRAMAR SQUARE LLC,
as PRINCIPAL and FCCI Insurance Company
as SURETY, a corporation incorporated under the law of the State of Florida,
or a N/A partnership under the laws of the State of N/A
and authorized to do business in the State of Florida and on the list of surety companies
approved by the Treasurer of the United States, are bound to the City of Miramar, as the

OBLIGEE, hereinafter referred to as CITY, a municipal corporation pursuant to the laws of the State of Florida, in the full sum of ^{SIXTY SIX THOUSAND TWO HUNDRED SIXTY FOUR AND NINETY SEVEN} (United States Dollars) (\$ 66,264.97), for payment of which PRINCIPAL and SURETY jointly and severally bind ourselves, our successors, assigns, and personal representatives.

SEALED with our Seals, signed and delivered this 15 day of May, 20 20.

WHEREAS, PRINCIPAL has applied to the City for acceptance of certain WATER & SEWER UTILITIES, MIRAMAR BLVD ROADWAY IMPROVEMENTS (Specify type of improvement: water, sewer, reuse, paving, drainage) THE GROVE - ONSITE AND subdivision improvements for OFFSITE IMPROVEMENTS; and (Name of Project)

WHEREAS, the Code of the City of Miramar requires that adequate security be posted to insure prompt repair or replacement of those subdivision improvements accepted by the City, and

WHEREAS, PRINCIPAL is required to, within fifteen (15) calendar days of being notified by the City's Director of Public Works/Utilities, repair or replace damaged or THE GROVE - ONSITE AND defective subdivision improvements for OFFSITE IMPROVEMENTS attached hereto and (Name of Project) and incorporated herein,

NOW, THEREFORE, THE CONDITIONS OF THIS BOND are such that if PRINCIPAL;

1. Corrects defects or repairs damage to subdivision improvements in a timely manner as specified by the Director of Public Works/Utilities; and
2. Pays promptly all persons, firms and corporations that supply labor, materials and supplies used in the repair and replacement of the subdivision improvements, for a

period of twelve (12) continuous months from July 8, 2020.
(Date of Acceptance)

3. At the end of the one year maintenance period, the sanitary sewer system shall be cleaned and televised. The storm sewer system shall be cleaned free of any accumulated sediment during said maintenance period. Then this Surety Bond shall be void; otherwise it remains in full force.

PRINCIPAL and SURETY jointly and severally understand, in the event the PRINCIPAL fails or refused to repair or replace damaged or defective subdivision improvements, the CITY has the right to recover the full amount of this Surety Bond for the purpose of the amount due to the CITY up to the face amount of the Bond by letter signed by the Director of Public Works/Utilities, or a designee, stating that the PRINCIPAL has defaulted on its obligation to complete the required repairs. PRINCIPAL and SURETY also understand, in the event the CITY elects to collect monies from SURETY and the funds recovered thereby prove insufficient to complete the repairs, the PRINCIPAL shall be liable hereunder to pay to the CITY upon the completion of the repairs the final total cost thereof, including but not limited to, engineering, legal, and contingent costs together with any damages, direct or consequential, which the CITY may sustain because of PRINCIPAL'S failure to comply with all of the requirements hereof.

In the event the CITY receives a Notice of Cancellation of this Surety Bond and a substitute form of security is not received by the CITY sixty (60) calendar days prior to the cancellation date, the PRINCIPAL shall be deemed in default and the provisions herein shall apply.

PRINCIPAL and SURETY jointly and severally understand and agree that the failure to complete the designated repairs within fifteen (15) calendar days after written notice from the CITY to do so, shall be deemed a default and refusal to comply with the requirements of this Maintenance Bond.

This Maintenance Bond shall remain in full force and effect for a period of one (1) year, beginning on July 8, 2020 and ending July 8, 2021
(Date of Acceptance)

IN WITNESS WHEREOF the PRINCIPAL has caused this Bond to be executed by its President and attested by its Secretary and its corporate seal to be affixed or by its general partner; the SURETY has caused this Bond to be executed in its name by its Attorney-In-Face duly authorized thereunto so to do, and its corporate seal to be affixed, all on the date first written above.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)

PRINCIPAL

ATTEST: *Santiago Garcia Menendez*

Secretary

Santiago
President of PRINCIPAL .Victor E Taurizano

(SEAL)



WITNESSES:

Renata Campos
Renata Campos

Santiago
General Partner

SURETY

SEAL

FCCI Insurance Company

Signed, Sealed and Delivered

By:

Layne A Holmes
As SURETY

Layne A Holmes, Attorney-In-Fact

In the Presence of:

Angel Garcia
JB



More than a policy. A promise.

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Michael A. Holmes; Michael E. Gorham; Layne A. Holmes; James F. Murphy

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$7,500,000): \$7,500,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25TH day of September, 2016.

Attest:

Craig Johnson
Craig Johnson, President
FCCI Insurance Company



Thomas A. Koval
Thomas A. Koval Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 15 day of May, 2020

Thomas A. Koval
Thomas A. Koval, Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary



LOCATION MAP

