

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

**Meeting Date:** November 4, 2020

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

**Temp. Reso. Number:** R7288

**Item Description:** Temp. Reso. No. R7288, ACCEPTING AN ABSOLUTE BILL OF SALE, EASEMENT AND WARRANTY DEED FOR WASTEWATER PUMP STATION PARCEL FROM FC MIRAMAR PHASE II, LLC, FOR THE WATER, SEWER AND REUSE WATER SYSTEM IMPROVEMENTS TO SERVE CATALINA AT MIRAMAR; AUTHORIZING THE RELEASE OF SURETY BOND NO. K15775236 IN THE AMOUNT OF \$1,954,626.62 AND ACCEPTING A ONE-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$370,564.31 FROM FC MIRAMAR PHASE II, 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. R7288**
  - **Exhibit A: Composite Exhibits:**
    - **Absolute Bill of Sale**
    - **Warranty**
    - **Waiver & Release of Lien**
    - **No Lien Affidavit**
    - **Easement**
    - **Opinion of Title for Easement**
    - **Warranty Deed**
    - **Opinion of Title for Warranty Deed**
    - **Maintenance Bond**

- **Attachment(s)**
  - **Attachment 1: Location Map**
  - **Attachment 2: Service Agreement for Water and Sanitary Sewage Facilities**



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Vernon E. Hargray, City Manager 

**BY:** Bissy Vempala, City Engineer

**DATE:** October 29, 2020

**RE:** Temp. Reso. No. R7288, Accepting an Absolute Bill of Sale, Easement and Warranty Deed for Wastewater Pump Station Parcel from FC Miramar Phase II, LLC for the water, sewer and reuse water system improvements to serve Catalina at Miramar

**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. R7288, accepting an Absolute Bill of Sale, Easement and Warranty Deed for Wastewater Pump Station Parcel from FC Miramar Phase II, LLC (the "Developer"), for the water, sewer and reuse water system improvements (the "Improvements"), to serve Catalina at Miramar. Accepting the Improvements includes the release of Surety Bond No. K15775236 in the amount of \$1,954,626.62 and receipt of a one-year Maintenance Bond in the amount of \$370,564.31, effective from the date of the City Commission's acceptance.

**ISSUE:** In accordance with Section 21-203 of the City Code and the City's Service Agreement with the Developer for Water and Sanitary Sewage Facilities, the Developer must provide an Easement, Warranty Deed for pump station parcel and transfer the ownership of these utility improvements to the City. City Commission approval is required for the acceptance of the utility improvements pursuant to Section 21-203, City Code.

**BACKGROUND:** Catalina at Miramar (the "Project") is a residential development consisting of 300 apartment units on a 32.94-acre site, located west of Red Road and south of the Homestead Extension of Florida's Turnpike, as depicted in the location map attached hereto as Attachment 1. The Developer has completed construction of the Improvements to serve the Project. The actual cost of the construction of the utility improvements is \$1,482,257.25. 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 \$370,564.31. The Developer has provided the

required one-year Maintenance Bond, along with the Bill of Sale, Easement and Warranty Deed for Wastewater Pump Station Parcel 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, including proper easements and/or land transfer to access these utilities. This is required by City Code and agreed beforehand with developers prior to approval of their site plan, via the execution of a water and sewer agreement.

**ANALYSIS:** The improvements will become part of the City's overall utility network; and therefore become an asset to the City. No costs are incurred by the City for the construction or acceptance of the improvements, except for future maintenance costs upon completion of the one-year maintenance period.

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**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, EASEMENT AND WARRANTY DEED FOR WASTEWATER PUMP STATION PARCEL FROM FC MIRAMAR PHASE II, LLC, FOR THE WATER, SEWER AND REUSE WATER SYSTEM IMPROVEMENTS TO SERVE CATALINA AT MIRAMAR; AUTHORIZING THE RELEASE OF SURETY BOND NO. K15775236 IN THE AMOUNT OF \$1,954,626.62 AND ACCEPTING A ONE-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$370,564.31 FROM FC MIRAMAR PHASE II, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, FC Miramar Phase II, LLC. (the “Developer”) has installed water, sewer and reuse water system improvements (the “Improvements”) to serve Catalina at Miramar (the “Project”), a residential development located west of Red Road and south of the Homestead Extension of Florida’s Turnpike; and

**WHEREAS**, in accordance with Section 21-203 of the City Code and the City’s Service Agreement with the Developer for Water and Sanitary Sewage Facilities, the Developer must provide an Easement and transfer ownership of the Improvements to the City; and

**WHEREAS**, the Developer has submitted an Absolute Bill of Sale for transfer of ownership of the Improvements and required Easement and a Warranty Deed for a wastewater pump station parcel, all in accordance with Section 21-203 of the City Code and the City’s Service Agreement with the Developer for Water and Sanitary Sewage Facilities; and

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

**WHEREAS**, the Developer has requested that the City release Surety Bond No. K15775236 in the amount of \$1,954,626.62, and to accept the required one-year Maintenance Cash Bond in the amount of \$370,564.31 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 associated Absolute Bill of Sale, Easement and Warranty Deed, as well as the release of Surety Bond No. K15775236 in the amount of \$1,954,626.62, and the acceptance of the required one-year Maintenance Bond in the amount of \$370,564.31 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, Easement and Warranty Deed from the Developer, for the Improvements to serve the Project, and to release Surety Bond No. K15775236 in the amount of \$1,954,626.62, and accept the required one-year Maintenance Bond in the amount of \$370,564.31 for the maintenance of the Improvements.

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

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

**Section 2:** That it accepts from the Developer the Improvements installed to serve the Project, and the related Absolute Bill of Sale, Easement and Warranty Deed for Pump Station Parcel with said conveyance to be made by the documents in the form attached hereto as Exhibit “A”, together with any non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

**Section 3:** That it authorizes the release of Surety Bond in the amount of \$1,954,626.62 and accept the required one-year Maintenance Bond in the amount of \$370,564.31 for the maintenance of the Improvements.

**Section 4:** That the Absolute Bill of Sale, Easements and Warranty Deed for pump station parcel 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 the City’s 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.

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**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**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reso. No. \_\_\_\_\_



# EXHIBIT "A"

## COMPOSITE EXHIBITS

Includes:

- Absolute Bill of Sale
- Warranty
- Waiver and Release of Lien
- No Lien Affidavit
- Easement
- Opinion of Title for Easement
- Warranty Deed
- Opinion of Title for Warranty Deed
- 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:**

Michael Gai  
Sun-Tech Engineering, Inc.  
4577 Nob Hill Road Suite 102  
Sunrise, Florida 33351

Property Appraiser's Parcel  
Identification No. 514036030014

### ABSOLUTE BILL OF SALE

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

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

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

Grantor represents, covenants, and warrants to Grantee and Grantee's successors and assigns that Grantor is the lawful owner of the Personalty; that the Personalty is free from all liens and encumbrances; that Grantor has good right to sell the Personalty, and that Grantor will warrant and defend the sale of the Personalty against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal by and its

authorized this 30 day of June, 2020

Signed, sealed and delivered  
in the presence of:

FC Miramar Phase II, LLC,  
a Florida Limited Liability Company

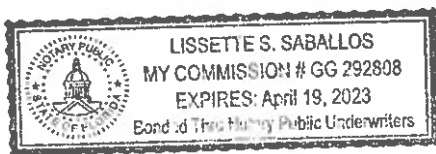
[Signature]  
Print Name: Lissette Saballos  
Address: 2199 Ponce de Leon Blvd  
Ste #201, Coral Gables, FL 33134

[Signature]  
Print Name: Michael J. Getz  
Address: 2199 Ponce de Leon Blvd  
#201, Coral Gables, FL 33134

[Signature]  
By: \_\_\_\_\_  
Name: Juan Porro  
Title: Vice President

STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me  
this 30 day of June, 2020, by Juan C. Porro, as Vice President of  
FC Miramar Phase II, LLC, on behalf of the  
company. He/She is personally known to me or did produce  
\_\_\_\_\_ as identification.



[Signature]  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: April 19, 2023

**SURVEYOR'S NOTES**

1. The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
2. Measurements shown hereon are expressed in U.S. survey feet and decimal parts thereof.
3. The bearings shown hereon are based on the West line of the northwest 1/4 of Section 25-51-40, North 1°49'55" West.
4. This drawing is not valid unless bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper. Unsigned copies may be provided for information purposes only.
5. Sun-Tech Engineering, Inc. reserved the right to utilize any and all information obtained in the preparation of this sketch for any other purposes.
6. The undersigned Surveyor has not been provided a current title commitment or abstract of matters affecting boundary or title to the subject property. It is possible that there are instruments which affect the subject property which are unknown to the reviewing Surveyor.
7. Sun-Tech Engineering, Inc. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB.7019, pursuant to the provisions of Chapter 472, Florida Statutes.
8. Some features may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled dimensions.
9. This sketch and description consists of 7 sheets and each sheet shall not be considered full, valid and complete unless attached to each other.
10. Sources of information used in the preparation of this map of survey are as follows:
  - A. Record plat entitled SNAKE CREEK RESIDENTIAL, Plat Book 179, Page 163, Broward County Public Records.

**SURVEYOR'S CERTIFICATION**

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

Sun-Tech Engineering, Inc.

Date of Preparation: March 23, 2020

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

*3.24.2020*  
 Date

DATE	REVISION	BY	CHK.



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

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

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

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JOB No.:

17-3845

**DESCRIPTION - Utility Easement**

An easement lying over and across a portion of Parcel 'A', **SNAKE CREEK RESIDENTIAL**, according to the Plat thereof, as recorded in Plat Book 179, Page 163 of the Public Records of Broward County, Florida, being more particularly described as follows:

**COMMENCE** at the most northerly northwest corner of said Parcel 'A'; thence along the North line of said Parcel 'A', South 1°47'10" East, 583.49 feet; thence North 89°39'20" East, 149.31 feet; thence along said line, South 81°47'28" East, 201.71 feet; thence along said line, North 89°39'20" East, 865.50 feet; thence South 00°20'40" East, 34.27 feet to the **POINT OF BEGINNING**; thence North 89°45'09" East, 249.23 feet to a point hereinafter referred to as **REFERENCE POINT B**; thence North 00°14'51" West, 12.00 feet; thence North 89°45'09" East, 20.00 feet; thence South 00°14'51" East, 12.00 feet; thence North 89°45'09" East, 606.62 feet; thence North 00°14'51" West, 12.00 feet; thence North 89°45'09" East, 20.00 feet; thence South 00°14'51" East, 12.00 feet; thence North 89°45'09" East, 130.05 feet; thence South 86°24'56" East, 146.16 feet; thence North 3°35'04" East, 12.00 feet; thence South 86°24'56" East, 20.00 feet; thence South 3°35'04" West, 12.00 feet; thence South 86°24'56" East, 174.89 feet; thence North 3°35'04" East, 12.00 feet; thence South 86°24'56" East, 20.00 feet; thence South 3°35'04" West, 12.00 feet; thence South 86°24'56" East, 232.51 feet to point hereinafter referred to as **REFERENCE POINT C**; thence South 00°14'51" East, 62.44 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 16.08 feet; South 00°14'51" East, 45.55 feet; thence North 89°45'09" East, 6.64 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 6.64 feet; South 00°14'51" East, 38.71 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 16.08 feet; South 00°14'51" East, 55.42 feet; thence North 89°45'09" East, 6.64 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 6.64 feet; South 00°14'51" East, 44.50 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 16.08 feet; South 00°14'51" East, 75.68 feet; thence South 44°45'09" West, 53.60 feet; thence South 45°14'51" East, 16.02 feet; thence South 3°18'47" West, 13.51 feet; thence North 86°41'13" West, 20.00 feet; thence North 3°18'47" East, 4.49 feet; thence North 45°14'51" West, 7.00 feet; thence South 44°45'09" West, 69.05 feet; thence South 89°45'09" West, 14.14 feet; thence South 44°45'09" West, 28.28 feet; thence South 89°45'09" West, 98.69 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 68.33 feet; thence South 00°14'51" East, 7.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 7.00 feet; thence South 89°45'09" West, 64.39 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.00 feet to point hereinafter referred to as **REFERENCE POINT A**; thence South 89°45'09" West, 216.65 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 64.04 feet to point hereinafter referred to as **REFERENCE POINT D**; thence South 22°44'51" East, 10.87 feet; thence South 67°15'09" West, 20.00 feet; thence North 22°44'51" West, 19.16 feet; thence South 89°43'58" West, 3.60 feet; thence South 00°14'51" East, 59.47 feet; thence North 89°45'09" East, 2.46 feet; thence South 00°14'51" East, 30.00 feet; thence South 89°45'09" West, 2.46 feet; thence South 00°14'51" East, 4.45 feet; thence North 89°45'09" East, 10.00 feet; thence South 00°14'51" East, 1.08 feet to a point on the North line of that certain Access and Utility Easement as shown in Official Records Instrument No. 115218669, of the Public Records of Broward County, Florida; thence along said line, South 89°45'09" West, 147.70 feet; thence along said line, South 84°33'19" West, 77.28 feet; thence along said line, South 89°45'09" West, 160.64 feet; thence North 00°14'51" West, 83.90 feet; thence South 89°45'09" West, 15.31 feet; thence North 00°14'51" West, 18.10 feet; thence South 89°45'09" West, 70.44 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 39.28 feet; thence South 00°14'51" East, 102.00 feet to a point on the aforesaid North line of that certain Access and Utility Easement; thence along said line, South 89°45'09" West, 66.62 feet; thence North 00°14'51" West, 10.00 feet; thence North 89°45'09" East, 46.62 feet; thence North 00°14'51" West, 92.00 feet; thence South 89°45'09" West, 81.03 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 44.32 feet; thence South 00°14'51" East, 7.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 7.00 feet; thence South 89°45'09" West, 58.16 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 48.27 feet; thence South 00°14'51" East, 20.13 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 4.55 feet; thence South 89°45'09" West, 49.73 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 36.07 feet; thence North 00°14'51" West, 15.59 feet; thence South 89°45'09"

THIS DRAWING IS NOT VALID WITHOUT SHEETS 1 & 3-7



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

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

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

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JOB No.:

17-3845

**DESCRIPTION** - Utility Easement continued

West, 20.00 feet; thence North 00°14'51" West, 85.77 feet; thence South 89°45'09" West, 7.00 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 7.00 feet; thence North 00°14'51" West, 56.31 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence North 00°14'51" West, 91.84 feet; thence South 89°45'09" West, 7.00 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 7.00 feet; thence North 00°14'51" West, 61.67 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence North 00°14'51" West, 45.50 feet; thence South 89°45'09" West, 7.00 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 7.00 feet; thence North 00°14'51" West, 22.00 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 37.17 feet; thence South 89°45'09" West, 36.08 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 36.08 feet; thence North 00°14'51" West, 42.58 feet to the Point of Beginning.

**TOGETHER WITH:**

**COMMENCE** at aforesaid **REFERENCE POINT A**; thence South 19°25'40" West, 97.70 feet to the **POINT OF BEGINNING**; thence South 00°14'51" East, 10.00 feet to a point on the North line of the aforesaid Access and Utility Easement as shown in Official Records Instrument No. 115218669, of the Public Records of Broward County, Florida; thence along said line, South 89°45'09" West, 30.00 feet; thence North 00°14'51" West, 10.00 feet; thence North 89°45'09" East, 30.00 feet to the Point of Beginning.

**LESS AND EXCEPT THEREFROM:**

**COMMENCE** at aforesaid **REFERENCE POINT B**; thence South 63°00'07" West, 44.43 feet to the **POINT OF BEGINNING**; thence North 89°45'09" East, 176.68 feet; thence South 00°14'51" East, 26.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 26.08 feet; thence North 89°45'09" East, 104.23 feet; thence South 00°14'51" East, 62.84 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 139.11 feet; thence South 89°45'09" West, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 11.72 feet; thence South 89°45'09" West, 21.39 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 21.39 feet; thence South 00°14'51" East, 22.75 feet; thence South 89°45'09" West, 16.40 feet; thence South 44°45'09" West, 17.09 feet; thence South 45°14'31" East, 20.00 feet; thence North 44°45'09" East, 8.81 feet; thence North 89°45'09" East, 8.12 feet; thence South 00°14'51" East, 19.56 feet; thence South 89°45'09" West, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 186.86 feet; thence South 89°45'09" West, 133.50 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 86.50 feet; thence North 00°14'51" West, 7.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 7.00 feet; thence South 89°45'09" West, 106.75 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 63.64 feet; thence North 00°14'51" West, 13.70 feet; thence South 89°45'09" West, 20.07 feet; thence North 00°14'51" West, 173.17 feet; thence North 89°45'09" East, 16.09 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 16.09 feet; thence North 00°14'51" West, 18.58 feet; thence North 89°45'09" East, 24.32 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 24.32 feet; thence North 00°14'51" West, 21.94 feet; thence North 89°45'09" East, 26.26 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 26.26 feet; thence North 00°14'51" West, 19.57 feet; thence North 89°45'09" East, 16.08 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 172.45 feet; thence North 89°45'09" East, 20.47 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 20.47 feet; thence North 00°14'51" West, 3.42 feet; thence North 89°45'09" East, 169.55 feet; thence South 00°14'51" East, 26.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 26.08 feet to the Point of Beginning.

**LESS AND EXCEPT THEREFROM:**

**COMMENCE** at aforesaid **REFERENCE POINT C**; thence South 44°40'26" West, 56.65 feet to the **POINT OF BEGINNING**; thence South 00°14'51" East, 66.70 feet; thence South 89°45'09" West, 16.08 feet; thence South 00°14'51" East, 20.00

THIS DRAWING IS NOT VALID WITHOUT SHEETS 1-2 &amp; 4-7



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17-3845

feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 204.71 feet; thence South 89°45'09" West, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 62.06 feet; thence North 45°14'51" West, 4.09 feet; thence South 44°45'09" West, 20.00 feet; thence South 45°14'51" East, 8.54 feet; thence South 44°45'09" West, 93.35 feet; thence North 00°14'51" West, 1.58 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 7.87 feet; thence South 89°45'09" West, 57.92 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 216.61 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 64.37 feet; thence North 00°14'51" West, 7.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 7.00 feet; thence South 89°45'09" West, 64.44 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 101.28 feet; thence North 67°44'51" West, 9.20 feet; thence North 45°14'51" West, 92.16 feet; thence South 89°45'09" West, 91.86 feet; thence North 45°14'51" West, 108.07 feet; thence North 44°45'09" East, 6.21 feet; thence North 45°14'51" West, 20.00 feet; thence South 44°45'09" West, 6.21 feet; thence North 45°14'51" West, 5.05 feet; thence South 89°45'09" West, 7.90 feet; thence North 00°14'51" West, 31.91 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 31.91 feet; thence South 89°45'09" West, 78.48 feet; thence North 00°14'51" West, 47.18 feet; thence North 89°45'09" East, 98.28 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 98.28 feet; thence North 00°14'51" West, 132.92 feet; thence North 89°45'09" East, 16.08 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 109.45 feet; thence North 89°45'09" East, 13.40 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 13.40 feet; thence North 00°14'51" West, 10.46 feet; thence North 89°45'09" East, 92.42 feet; thence South 00°14'51" East, 26.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 26.08 feet; thence North 89°45'09" East, 130.84 feet; thence South 00°14'51" East, 26.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 26.08 feet; thence North 89°45'09" East, 61.84 feet; thence South 00°14'51" East, 10.00 feet; thence North 89°45'09" East, 80.74 feet; thence South 00°14'51" East, 16.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 16.08 feet; thence North 89°45'09" East, 68.59 feet; thence South 86°24'56" East, 60.99 feet; thence South 3°35'04" West, 16.08 feet; thence South 86°24'56" East, 20.00 feet; thence North 3°35'04" East, 16.08 feet; thence South 86°24'56" East, 124.67 feet; thence South 3°35'04" West, 16.11 feet; thence South 86°24'56" East, 20.00 feet; thence North 3°35'04" East, 16.11 feet; thence South 86°24'56" East, 154.51 feet; thence South 3°35'04" West, 16.08 feet; thence South 86°24'56" East, 20.00 feet; thence North 3°35'04" East, 16.08 feet; thence South 86°24'56" East, 134.78 feet; thence South 3°35'04" West, 12.69 feet; thence South 86°24'56" East, 20.38 feet to the Point of Beginning.

**LESS AND EXCEPT THEREFROM:**

**COMMENCE** at aforesaid **REFERENCE POINT D**; thence North 30°35'58" West, 34.19 feet to the **POINT OF BEGINNING**; thence South 22°15'09" West, 10.28 feet; thence South 89°45'09" West, 24.04 feet; thence South 00°14'51" East, 79.50 feet; thence South 89°45'09" West, 7.54 feet; thence South 00°14'51" East, 29.00 feet; thence South 89°45'09" West, 327.76 feet; thence North 00°14'51" West, 61.65 feet; thence North 89°45'09" East, 36.08; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 26.08 feet; thence North 00°14'51" West, 6.85 feet; thence North 89°45'09" East, 10.00 feet; thence North 00°14'51" West, 97.49 feet; thence North 89°45'09" East, 16.08; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 48.43 feet; thence North 89°45'09" East, 16.43 feet; thence North 00°14'51" West, 16.91 feet; thence North 89°45'09" East, 81.67 feet; thence South 45°14'51" East, 133.12 feet; thence North 89°45'09" East, 63.81 feet; thence South 00°14'51" East, 7.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 7.08 feet; thence North 89°45'09" East, 8.06 feet; thence South 45°14'51" East, 9.07 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 16.72 feet; thence North 44°45'09" East, 2.50 feet; thence South 45°14'51" East, 48.84 feet to the Point of Beginning.

Said lands lying and situate in the City of Miramar, Broward County, Florida, and containing 4.3276 acres (188,509 square feet) in aggregate, more or less.

THIS DRAWING IS NOT VALID WITHOUT SHEETS 1-3 & 5-7



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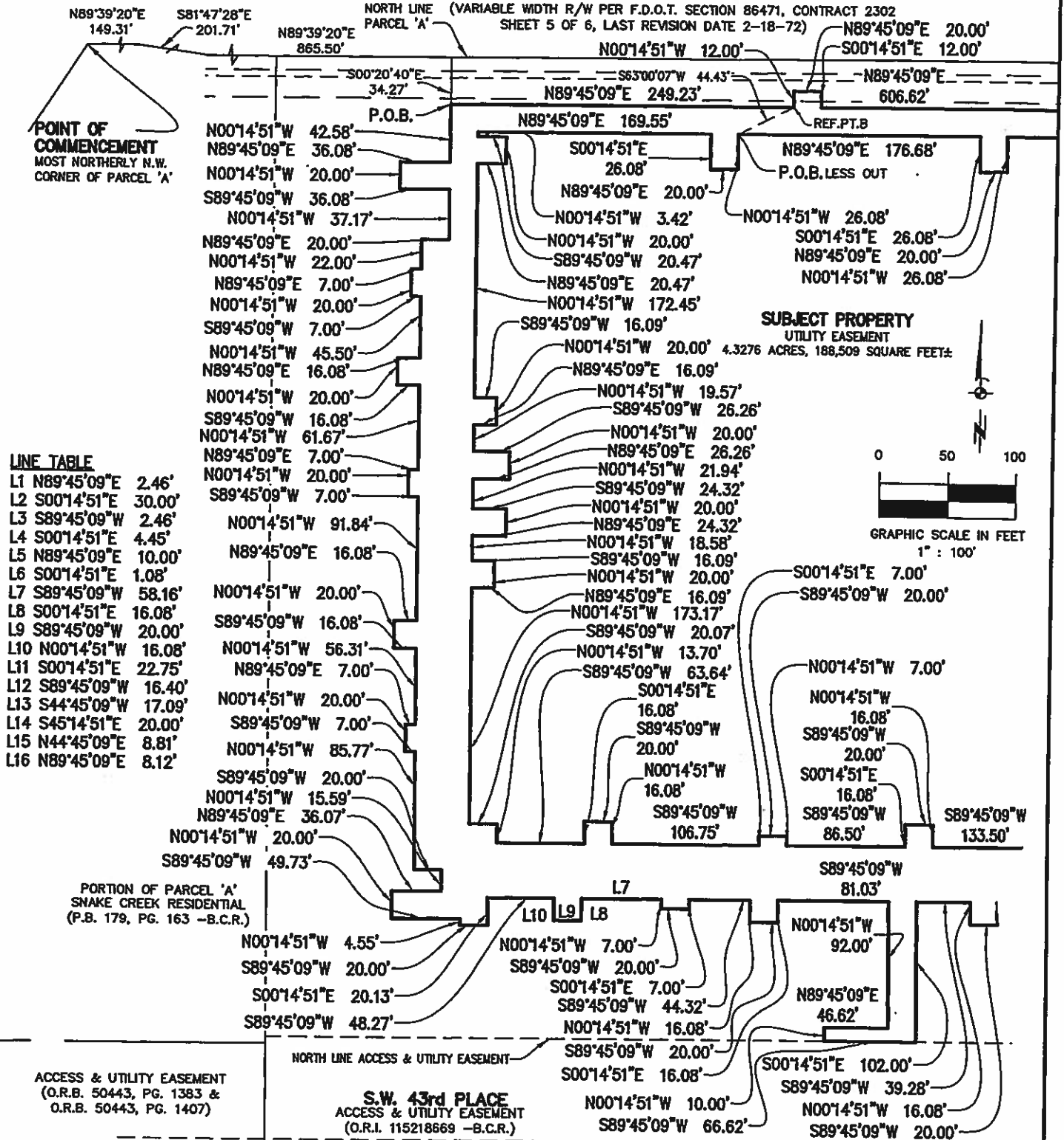
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JOB No.:

17-3845



## HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE

(VARIABLE WIDTH R/W PER F.D.O.T. SECTION 86471, CONTRACT 2302  
SHEET 5 OF 6, LAST REVISION DATE 2-18-72)

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B.C.R. BROWARD COUNTY RECORDS  
D.C.R. MIAMI-DADE COUNTY RECORDS  
L.B. LICENSED BUSINESS  
O.R.B. OFFICIAL RECORDS BOOK  
P.B. PLAT BOOK  
PG. PAGE  
P.S.M. PROFESSIONAL SURVEYOR & MAPPER  
F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION

NO. NUMBER  
R RADIUS  
Δ CENTRAL ANGLE  
L ARC LENGTH  
RW RIGHT-OF-WAY  
NVAL NON-VEHICULAR ACCESS LINE  
O.R.I. OFFICIAL RECORDS INSTRUMENT  
P.O.B. POINT OF BEGINNING

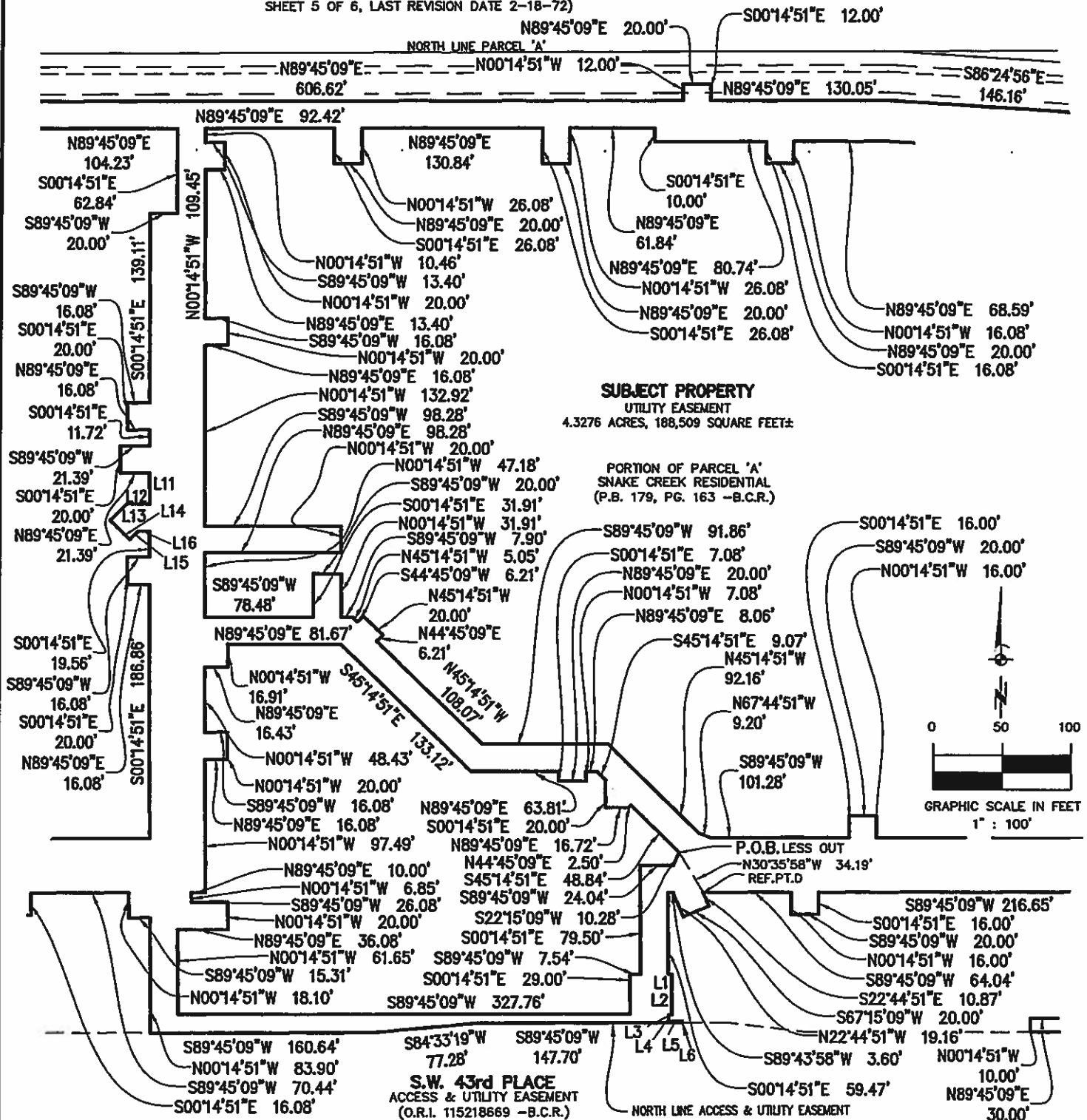
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JOB No.:

17-3845



**HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE**  
(VARIABLE WIDTH R/W PER F.D.O.T. SECTION 88471, CONTRACT 2302  
SHEET 5 OF 6, LAST REVISION DATE 2-18-72)



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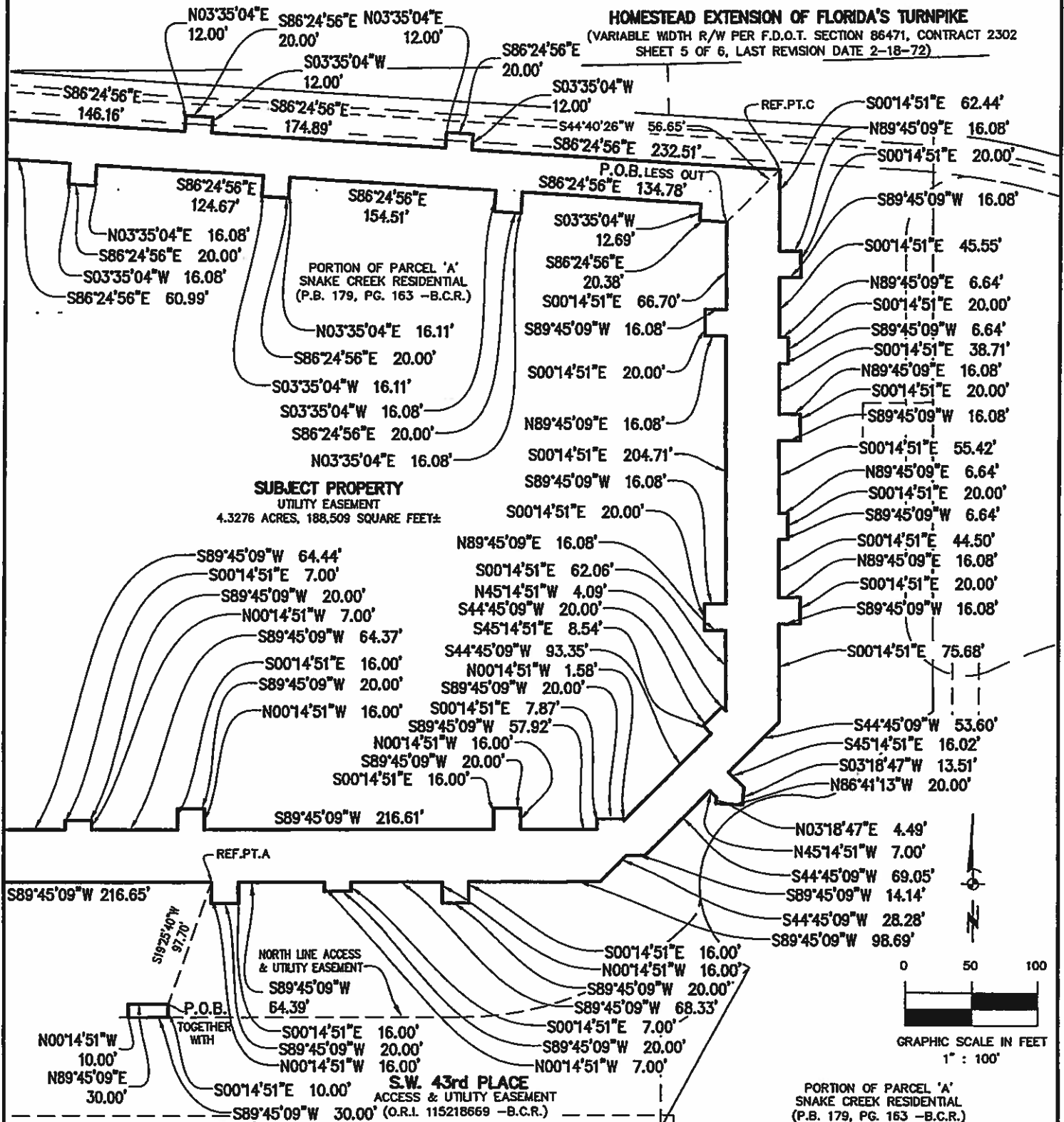
NO. NUMBER  
R RADIUS  
Δ CENTRAL ANGLE  
L ARC LENGTH  
R/W RIGHT-OF-WAY  
NVAL NON-VEHICULAR ACCESS LINE  
O.R.I. OFFICIAL RECORDS INSTRUMENT  
P.O.B. POINT OF BEGINNING

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JOB No.:

**17-3845**

# HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE (VARIABLE WIDTH R/W PER F.D.O.T. SECTION 86471, CONTRACT 2302 SHEET 5 OF 6, LAST REVISION DATE 2-18-72)



THIS DRAWING IS NOT VALID WITHOUT SHEETS 1-7



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P.B. PLAT BOOK  
PG. PAGE  
P.S.M. PROFESSIONAL SURVEYOR & MAPPER  
F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION

NO. NUMBER  
R RADIUS  
Δ CENTRAL ANGLE  
L ARC LENGTH  
R/W RIGHT-OF-WAY  
NVAL NON-VEHICULAR ACCESS LINE  
O.R.I. OFFICIAL RECORDS INSTRUMENT  
P.O.B. POINT OF BEGINNING

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**EXHIBIT "B"**  
**CATALINA AT MIRAMAR**  
**CERTIFIED FINAL COST**

**WATER DISTRIBUTION SYSTEM**

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
8" DIP WM	5,030	LF	\$39.05	\$196,421.50
6" DIP WM	605	LF	\$34.05	\$20,600.25
4" DIP WM	70	LF	\$33.05	\$2,313.50
4" Gate Valves	37	EA	\$1,100	\$40,700
6" GV	29	EA	\$1,400	\$40,600
8" Gate Valves	14	EA	\$1,500	\$21,000
Fire Hydrant	29	EA	\$3,050	\$88,450
2" Water Service	2	EA	\$3,700	\$7,400
1-1/2" Water Meter Service	35	EA	\$880	\$30,800
5/8"x3/4" Water Service	1	EA	\$880	\$880
Fittings	1	LS	\$85,180	\$85,180
Tie into Exist WM	2	EA	\$2,350	\$4,700
2-1/2" Fire Service	36	EA	\$4,000	\$144,000
4" DDCV	1	EA	\$6,850	\$6,850
			<b>Sub Total</b>	<b>\$689,895.25</b>

**SANITARY COLLECTION SYSTEM**

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
8" PVC(0-6'Cut)	988	LF	\$28	\$27,664
8" PVC (6-8'Cut)	1286	LF	\$29	\$37,294
8" PVC(8-10'Cut)	806	LF	\$33	\$26,598
8" PVC(10-12'Cut)	768	LF	\$40	\$30,720
8" PVC (12-14' Cut)	75	LF	\$50	\$3,750
8" DIP (10-12' Cut)	24	LF	\$110	\$2,640
Manholes (0-6'Depth)	6	EA	\$3,200	\$19,200
Manholes (6-8" Depth)	5	EA	\$3,700	\$18,500
Manholes (8-10' Depth)	5	EA	\$4,100	\$20,500
Manholes (10-12' Depth)	2	EA	\$4,800	\$9,600
Manholes (12-14' Depth)	1	EA	\$5,800	\$5,800
Sewer Lateral	38	EA	\$2,720	\$103,360
6" DIP FM	55	LF	\$100	\$5,500
MJ&Fittings	1	LS	\$2,920	\$2,920

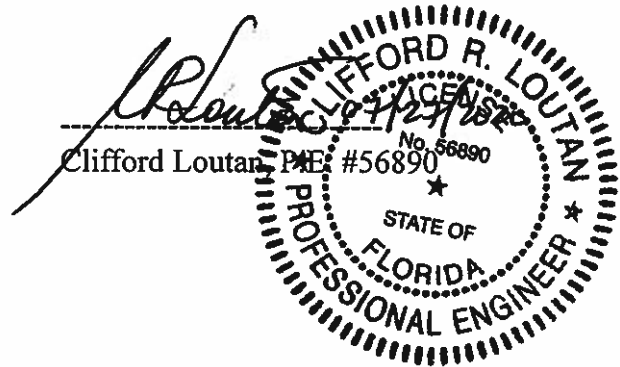
Lift Station	1	LS	\$450,000	\$450,000
Tapping sleeve W/Valve	1	EA	\$14,550	\$14,550
Sub-Total				\$778,596

#### REUSE LINE

6" Meter	1	EA	\$10,850	\$10,850
6" DIP	25	LF	\$42.64	\$1,066
Tie into existing	1	EA	\$1,500	\$1,500
MJ&Fittings	LS	LS	\$350	\$350
Sub-Total				\$13,766

**GRAND TOTAL**     **\$1,482,257.25**

**Maintenance Bond Amount**     **\$1,482,257.25 X 25% = \$370,564.31**



# WARRANTY

## WARRANTY

THIS WARRANTY made this \_\_\_\_ day of \_\_\_\_\_, 20 20, by  
FC Miramar Phase II, LLC, a Florida Limited Liability Company  
(hereinafter referred to as "Warrantor"), whose  
address is 2199 Ponce DeLeon Blvd. Suite 201 Coral Gables, Florida 33134  
to the City of Miramar, a Florida Municipal Corporation (hereinafter referred to as "City"),  
whose address is 2300 Civic Center Place, Miramar, Florida 33025.

### RECITALS:

WHEREAS, the Warrantor has constructed or caused to be constructed the  
Water, sewer and reuse improvements (hereinafter the "Facilities") to serve  
Catalin At Miramar (name of Project);

WHEREAS, the Facilities are located upon real property described in Exhibit "A,"  
attached hereto and by this reference incorporated herein; and more particularly described in  
Exhibit "B";

WHEREAS, the Warrantor is willing to warrant to the City the quality of materials and  
workmanship of the certain portions of the above described facilities for a period of 365  
calendar days, commencing from the date of acceptance of those certain portions of the  
Facilities by the City described below;

WHEREAS, the City is willing to accept those portions of the above described  
Facilities up to and including water meters if, among other things, Warrantor executes this  
Warranty of performance; and

WHEREAS, the Warrantor affirms that it is the owner of the Facilities.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other  
valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the  
Warrantor warrants and agrees as follows:

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

2. That the Warrantor shall at no cost to the City maintain all parts of the above  
described Facilities accepted by the City in proper operation for a period of 365 days  
following the date of their acceptance by the City. Further, the Warrantor hereby warrants to  
the City that there are no defects, patent, latent, or otherwise, of materials or workmanship in  
the above referred to Facilities.

3. This Warranty shall be binding on the Warrantor, its successors, and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Warranty by its duly authorized officers or representatives on the day and year above written.

FC Miramar Phase II, LLC

A Florida Limited Liability Company

WITNESSES:

[Signature]  
Print Name: Lissette Saballos  
Address: 2199 Ponce de Leon  
Blvd, Ste # 201, Coral Gables  
FL 33134

[Signature]  
Print Name: Michael J. Geb  
Address: 2199 Ponce de Leon Blvd  
Ste # 201, Coral Gables, FL 33134

[Signature]  
By: \_\_\_\_\_  
Print Name: Juan Porro  
Title: Vice President

STATE OF Florida )  
COUNTY OF Miami-Dade )

THE FOREGOING INSTRUMENT was acknowledged before me this 30 day of June, 2020, by Juan Porro as Vice President of FC Miramar Phase II, LLC, a Florida Limited Liability Company, on behalf of the \_\_\_\_\_. He/she, personally known to me (☒) or has produced \_\_\_\_\_, as identification.

SEAL

NOTARY PUBLIC

My Commission Expires:

[Signature]  
Print or Type Name of Notary Public

Lissette Saballos



**SURVEYOR'S NOTES**

1. The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
2. Measurements shown hereon are expressed in U.S. survey feet and decimal parts thereof.
3. The bearings shown hereon are based on the West line of the northwest 1/4 of Section 25-51-40, North 1°49'55" West.
4. This drawing is not valid unless bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper. Unsigned copies may be provided for information purposes only.
5. Sun-Tech Engineering, Inc. reserved the right to utilize any and all information obtained in the preparation of this sketch for any other purposes.
6. The undersigned Surveyor has not been provided a current title commitment or abstract of matters affecting boundary or title to the subject property. It is possible that there are instruments which affect the subject property which are unknown to the reviewing Surveyor.
7. Sun-Tech Engineering, Inc. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB.7019, pursuant to the provisions of Chapter 472, Florida Statutes.
8. Some features may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled dimensions.
9. This sketch and description consists of 7 sheets and each sheet shall not be considered full, valid and complete unless attached to each other.
10. Sources of information used in the preparation of this map of survey are as follows:
  - A. Record plat entitled SNAKE CREEK RESIDENTIAL, Plat Book 179, Page 163, Broward County Public Records.

**SURVEYOR'S CERTIFICATION**

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

Sun-Tech Engineering, Inc.  
Date of Preparation: March 23, 2020

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

*3.24.2020*  
Date



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**17-3845**

**DESCRIPTION - Utility Easement**

An easement lying over and across a portion of Parcel 'A', **SNAKE CREEK RESIDENTIAL**, according to the Plat thereof, as recorded in Plat Book 179, Page 163 of the Public Records of Broward County, Florida, being more particularly described as follows:

**COMMENCE** at the most northerly northwest corner of said Parcel 'A'; thence along the North line of said Parcel 'A', South 1°47'10" East, 583.49 feet; thence North 89°39'20" East, 149.31 feet; thence along said line, South 81°47'28" East, 201.71 feet; thence along said line, North 89°39'20" East, 865.50 feet; thence South 00°20'40" East, 34.27 feet to the **POINT OF BEGINNING**; thence North 89°45'09" East, 249.23 feet to a point hereinafter referred to as **REFERENCE POINT B**; thence North 00°14'51" West, 12.00 feet; thence North 89°45'09" East, 20.00 feet; thence South 00°14'51" East, 12.00 feet; thence North 89°45'09" East, 606.62 feet; thence North 00°14'51" West, 12.00 feet; thence North 89°45'09" East, 20.00 feet; thence South 00°14'51" East, 12.00 feet; thence North 89°45'09" East, 130.05 feet; thence South 86°24'56" East, 146.16 feet; thence North 3°35'04" East, 12.00 feet; thence South 86°24'56" East, 20.00 feet; thence South 3°35'04" West, 12.00 feet; thence South 86°24'56" East, 174.89 feet; thence North 3°35'04" East, 12.00 feet; thence South 86°24'56" East, 20.00 feet; thence South 3°35'04" West, 12.00 feet; thence South 86°24'56" East, 232.51 feet to point hereinafter referred to as **REFERENCE POINT C**; thence South 00°14'51" East, 62.44 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 16.08 feet; South 00°14'51" East, 45.55 feet; thence North 89°45'09" East, 6.64 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 6.64 feet; South 00°14'51" East, 38.71 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 16.08 feet; South 00°14'51" East, 55.42 feet; thence North 89°45'09" East, 6.64 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 6.64 feet; South 00°14'51" East, 44.50 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 16.08 feet; South 00°14'51" East, 75.68 feet; thence South 44°45'09" West, 53.60 feet; thence South 45°14'51" East, 16.02 feet; thence South 3°18'47" West, 13.51 feet; thence North 86°41'13" West, 20.00 feet; thence North 3°18'47" East, 4.49 feet; thence North 45°14'51" West, 7.00 feet; thence South 44°45'09" West, 69.05 feet; thence South 89°45'09" West, 14.14 feet; thence South 44°45'09" West, 28.28 feet; thence South 89°45'09" West, 98.69 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 68.33 feet; thence South 00°14'51" East, 7.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 7.00 feet; thence South 89°45'09" West, 64.39 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.00 feet to point hereinafter referred to as **REFERENCE POINT A**; thence South 89°45'09" West, 216.65 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 64.04 feet to point hereinafter referred to as **REFERENCE POINT D**; thence South 22°44'51" East, 10.87 feet; thence South 67°15'09" West, 20.00 feet; thence North 22°44'51" West, 19.16 feet; thence South 89°43'58" West, 3.60 feet; thence South 00°14'51" East, 59.47 feet; thence North 89°45'09" East, 2.46 feet; thence South 00°14'51" East, 30.00 feet; thence South 89°45'09" West, 2.46 feet; thence South 00°14'51" East, 4.45 feet; thence North 89°45'09" East, 10.00 feet; thence South 00°14'51" East, 1.08 feet to a point on the North line of that certain Access and Utility Easement as shown in Official Records Instrument No. 115218669, of the Public Records of Broward County, Florida; thence along said line, South 89°45'09" West, 147.70 feet; thence along said line, South 84°33'19" West, 77.28 feet; thence along said line, South 89°45'09" West, 160.64 feet; thence North 00°14'51" West, 83.90 feet; thence South 89°45'09" West, 15.31 feet; thence North 00°14'51" West, 18.10 feet; thence South 89°45'09" West, 70.44 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 39.28 feet; thence South 00°14'51" East, 102.00 feet to a point on the aforesaid North line of that certain Access and Utility Easement; thence along said line, South 89°45'09" West, 66.62 feet; thence North 00°14'51" West, 10.00 feet; thence North 89°45'09" East, 46.62 feet; thence North 00°14'51" West, 92.00 feet; thence South 89°45'09" West, 81.03 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 44.32 feet; thence South 00°14'51" East, 7.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 7.00 feet; thence South 89°45'09" West, 58.16 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 48.27 feet; thence South 00°14'51" East, 20.13 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 4.55 feet; thence South 89°45'09" West, 49.73 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 36.07 feet; thence North 00°14'51" West, 15.59 feet; thence South 89°45'09"

THIS DRAWING IS NOT VALID WITHOUT SHEETS 1 & 3-7



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17-3845



**DESCRIPTION - Utility Easement continued**

West, 20.00 feet; thence North 00°14'51" West, 85.77 feet; thence South 89°45'09" West, 7.00 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 7.00 feet; thence North 00°14'51" West, 56.31 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence North 00°14'51" West, 91.84 feet; thence South 89°45'09" West, 7.00 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 7.00 feet; thence North 00°14'51" West, 61.67 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence North 00°14'51" West, 45.50 feet; thence South 89°45'09" West, 7.00 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 7.00 feet; thence North 00°14'51" West, 22.00 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 37.17 feet; thence South 89°45'09" West, 36.08 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 36.08 feet; thence North 00°14'51" West, 42.58 feet to the Point of Beginning.

**TOGETHER WITH:**

**COMMENCE** at aforesaid **REFERENCE POINT A**; thence South 19°25'40" West, 97.70 feet to the **POINT OF BEGINNING**; thence South 00°14'51" East, 10.00 feet to a point on the North line of the aforesaid Access and Utility Easement as shown in Official Records Instrument No. 115218669, of the Public Records of Broward County, Florida; thence along said line, South 89°45'09" West, 30.00 feet; thence North 00°14'51" West, 10.00 feet; thence North 89°45'09" East, 30.00 feet to the Point of Beginning.

**LESS AND EXCEPT THEREFROM:**

**COMMENCE** at aforesaid **REFERENCE POINT B**; thence South 63°00'07" West, 44.43 feet to the **POINT OF BEGINNING**; thence North 89°45'09" East, 176.68 feet; thence South 00°14'51" East, 26.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 26.08 feet; thence North 89°45'09" East, 104.23 feet; thence South 00°14'51" East, 62.84 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 139.11 feet; thence South 89°45'09" West, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 11.72 feet; thence South 89°45'09" West, 21.39 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 21.39 feet; thence South 00°14'51" East, 22.75 feet; thence South 89°45'09" West, 16.40 feet; thence South 44°45'09" West, 17.09 feet; thence South 45°14'31" East, 20.00 feet; thence North 44°45'09" East, 8.81 feet; thence North 89°45'09" East, 8.12 feet; thence South 00°14'51" East, 19.56 feet; thence South 89°45'09" West, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 186.86 feet; thence South 89°45'09" West, 133.50 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 86.50 feet; thence North 00°14'51" West, 7.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 7.00 feet; thence South 89°45'09" West, 106.75 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 63.64 feet; thence North 00°14'51" West, 13.70 feet; thence South 89°45'09" West, 20.07 feet; thence North 00°14'51" West, 173.17 feet; thence North 89°45'09" East, 16.09 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 16.09 feet; thence North 00°14'51" West, 18.58 feet; thence North 89°45'09" East, 24.32 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 24.32 feet; thence North 00°14'51" West, 21.94 feet; thence North 89°45'09" East, 26.26 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 26.26 feet; thence North 00°14'51" West, 19.57 feet; thence North 89°45'09" East, 16.08 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 172.45 feet; thence North 89°45'09" East, 20.47 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 20.47 feet; thence North 00°14'51" West, 3.42 feet; thence North 89°45'09" East, 169.55 feet; thence South 00°14'51" East, 26.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 26.08 feet to the Point of Beginning.

**LESS AND EXCEPT THEREFROM:**

**COMMENCE** at aforesaid **REFERENCE POINT C**; thence South 44°40'26" West, 56.65 feet to the **POINT OF BEGINNING**; thence South 00°14'51" East, 66.70 feet; thence South 89°45'09" West, 16.08 feet; thence South 00°14'51" East, 20.00

THIS DRAWING IS NOT VALID WITHOUT SHEETS 1-2 &amp; 4-7



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**DESCRIPTION** - Utility Easement continued

feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 204.71 feet; thence South 89°45'09" West, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 62.06 feet; thence North 45°14'51" West, 4.09 feet; thence South 44°45'09" West, 20.00 feet; thence South 45°14'51" East, 8.54 feet; thence South 44°45'09" West, 93.35 feet; thence North 00°14'51" West, 1.58 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 7.87 feet; thence South 89°45'09" West, 57.92 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 216.61 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 64.37 feet; thence North 00°14'51" West, 7.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 7.00 feet; thence South 89°45'09" West, 64.44 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 101.28 feet; thence North 67°44'51" West, 9.20 feet; thence North 45°14'51" West, 92.16 feet; thence South 89°45'09" West, 91.86 feet; thence North 45°14'51" West, 108.07 feet; thence North 44°45'09" East, 6.21 feet; thence North 45°14'51" West, 20.00 feet; thence South 44°45'09" West, 6.21 feet; thence North 45°14'51" West, 5.05 feet; thence South 89°45'09" West, 7.90 feet; thence North 00°14'51" West, 31.91 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 31.91 feet; thence South 89°45'09" West, 78.48 feet; thence North 00°14'51" West, 47.18 feet; thence North 89°45'09" East, 98.28 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 98.28 feet; thence North 00°14'51" West, 132.92 feet; thence North 89°45'09" East, 16.08 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 109.45 feet; thence North 89°45'09" East, 13.40 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 13.40 feet; thence North 00°14'51" West, 10.46 feet; thence North 89°45'09" East, 92.42 feet; thence South 00°14'51" East, 26.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 26.08 feet; thence North 89°45'09" East, 130.84 feet; thence South 00°14'51" East, 26.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 26.08 feet; thence North 89°45'09" East, 61.84 feet; thence South 00°14'51" East, 10.00 feet; thence North 89°45'09" East, 80.74 feet; thence South 00°14'51" East, 16.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 16.08 feet; thence North 89°45'09" East, 68.59 feet; thence South 86°24'56" East, 60.99 feet; thence South 3°35'04" West, 16.08 feet; thence South 86°24'56" East, 20.00 feet; thence North 3°35'04" East, 16.08 feet; thence South 86°24'56" East, 124.67 feet; thence South 3°35'04" West, 16.11 feet; thence South 86°24'56" East, 20.00 feet; thence North 3°35'04" East, 16.11 feet; thence South 86°24'56" East, 154.51 feet; thence South 3°35'04" West, 16.08 feet; thence South 86°24'56" East, 20.00 feet; thence North 3°35'04" East, 16.08 feet; thence South 86°24'56" East, 134.78 feet; thence South 3°35'04" West, 12.69 feet; thence South 86°24'56" East, 20.38 feet to the Point of Beginning.

**LESS AND EXCEPT THEREFROM:**

**COMMENCE** at aforesaid **REFERENCE POINT D**; thence North 30°35'58" West, 34.19 feet to the **POINT OF BEGINNING**; thence South 22°15'09" West, 10.28 feet; thence South 89°45'09" West, 24.04 feet; thence South 00°14'51" East, 79.50 feet; thence South 89°45'09" West, 7.54 feet; thence South 00°14'51" East, 29.00 feet; thence South 89°45'09" West, 327.76 feet; thence North 00°14'51" West, 61.65 feet; thence North 89°45'09" East, 36.08; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 26.08 feet; thence North 00°14'51" West, 6.85 feet; thence North 89°45'09" East, 10.00 feet; thence North 00°14'51" West, 97.49 feet; thence North 89°45'09" East, 16.08; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 48.43 feet; thence North 89°45'09" East, 16.43 feet; thence North 00°14'51" West, 16.91 feet; thence North 89°45'09" East, 81.67 feet; thence South 45°14'51" East, 133.12 feet; thence North 89°45'09" East, 63.81 feet; thence South 00°14'51" East, 7.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 7.08 feet; thence North 89°45'09" East, 8.06 feet; thence South 45°14'51" East, 9.07 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 16.72 feet; thence North 44°45'09" East, 2.50 feet; thence South 45°14'51" East, 48.84 feet to the Point of Beginning.

Said lands lying and situate in the City of Miramar, Broward County, Florida, and containing 4.3276 acres (188,509 square feet) in aggregate, more or less.

THIS DRAWING IS NOT VALID WITHOUT SHEETS 1-3 & 5-7



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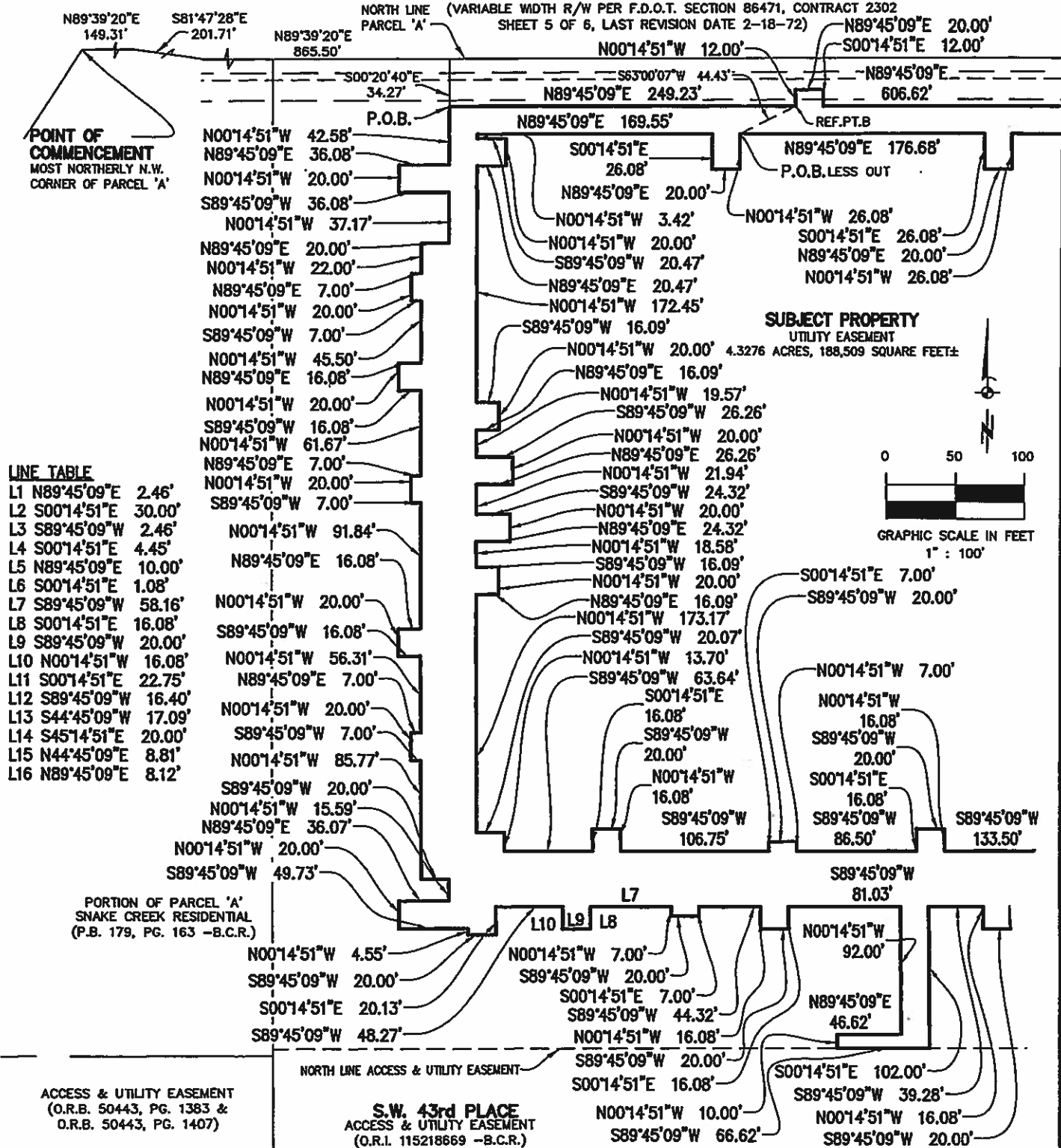
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JOB No.:

17-3845

## HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE

(VARIABLE WIDTH R/W PER F.D.O.T. SECTION 86471, CONTRACT 2302  
SHEET 5 OF 6, LAST REVISION DATE 2-18-72)

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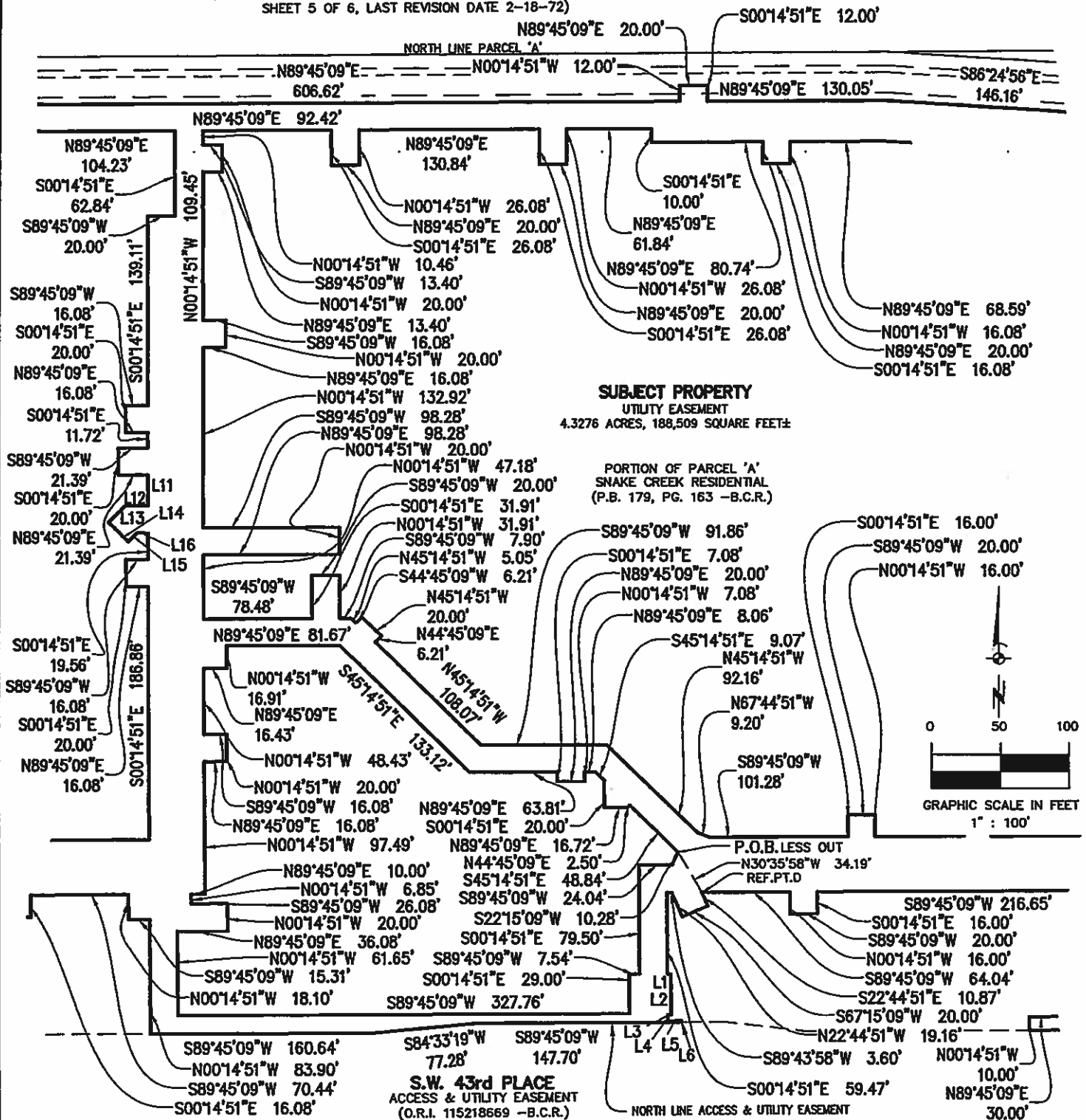
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JOB No.:

17-3845

**HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE**  
(VARIABLE WIDTH R/W PER F.D.O.T. SECTION 86471, CONTRACT 2302  
SHEET 5 OF 6, LAST REVISION DATE 2-18-72)

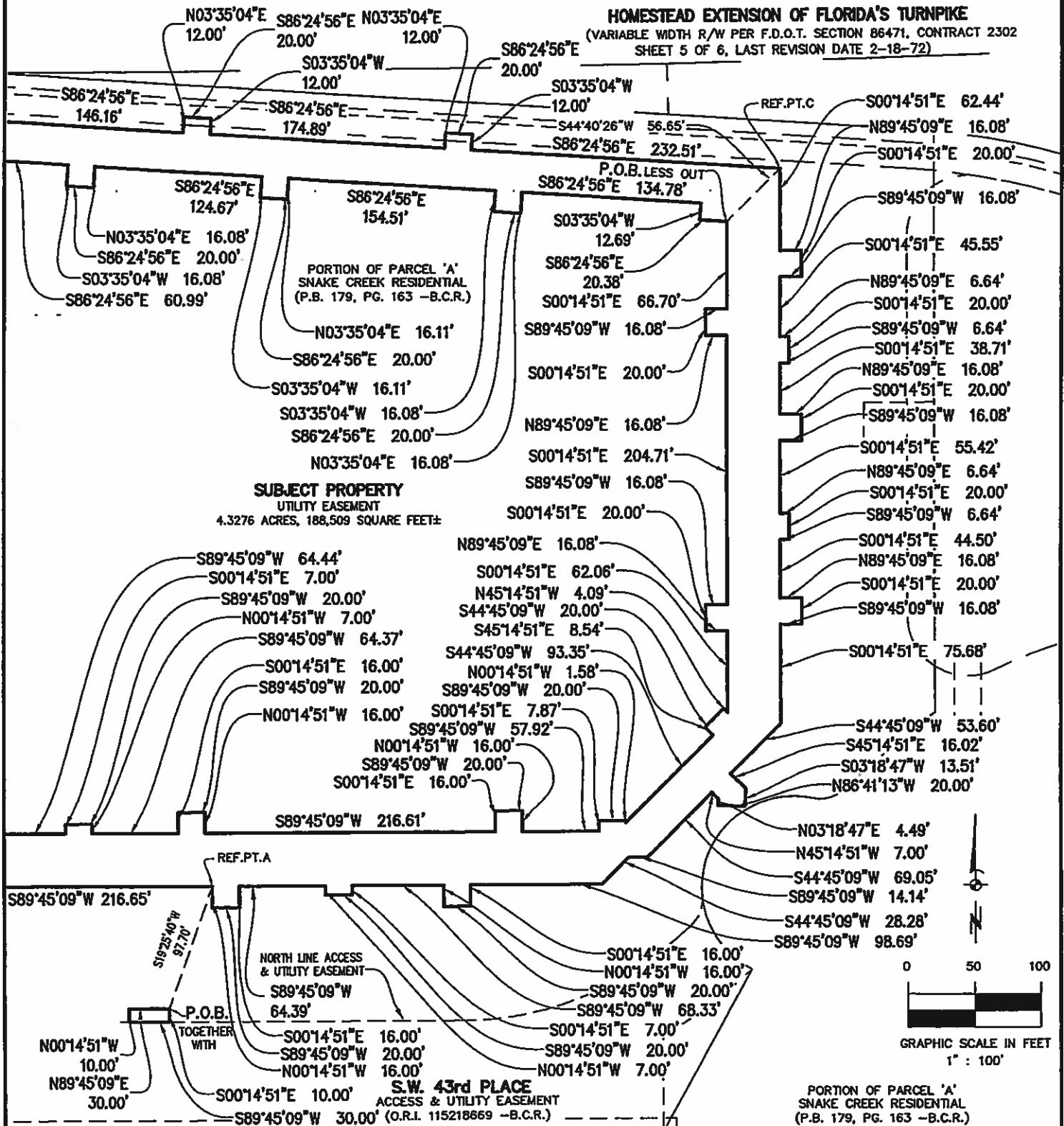


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**17-3845**

## HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE

(VARIABLE WIDTH R/W PER F.D.O.T. SECTION 86471, CONTRACT 2302  
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## KEY TO ABBREVIATIONS LEGEND

B.C.R. BROWARD COUNTY RECORDS  
D.C.R. MIAMI-DADE COUNTY RECORDS  
L.B. LICENSED BUSINESS  
O.R.B. OFFICIAL RECORDS BOOK  
P.B. PLAT BOOK  
PG. PAGE  
P.S.M. PROFESSIONAL SURVEYOR & MAPPER  
F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION

NO. NUMBER  
R RADIUS  
Δ CENTRAL ANGLE  
L ARC LENGTH  
R/W RIGHT-OF-WAY  
NVAL NON-VEHICULAR ACCESS LINE  
O.R.I. OFFICIAL RECORDS INSTRUMENT  
P.O.B. POINT OF BEGINNING

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JOB No.:

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**EXHIBIT "B"**  
**CATALINA AT MIRAMAR**  
**CERTIFIED FINAL COST**

**WATER DISTRIBUTION SYSTEM**

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
8" DIP WM	5,030	LF	\$39.05	\$196,421.50
6" DIP WM	605	LF	\$34.05	\$20,600.25
4" DIP WM	70	LF	\$33.05	\$2,313.50
4" Gate Valves	37	EA	\$1,100	\$40,700
6" GV	29	EA	\$1,400	\$40,600
8" Gate Valves	14	EA	\$1,500	\$21,000
Fire Hydrant	29	EA	\$3,050	\$88,450
2" Water Service	2	EA	\$3,700	\$7,400
1-1/2" Water Meter Service	35	EA	\$880	\$30,800
5/8"x3/4" Water Service	1	EA	\$880	\$880
Fittings	1	LS	\$85,180	\$85,180
Tie into Exist WM	2	EA	\$2,350	\$4,700
2-1/2" Fire Service	36	EA	\$4,000	\$144,000
4" DDCV	1	EA	\$6,850	\$6,850
			<b>Sub Total</b>	<b>\$689,895.25</b>

**SANITARY COLLECTION SYSTEM**

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
8" PVC(0-6'Cut)	988	LF	\$28	\$27,664
8" PVC (6-8'Cut)	1286	LF	\$29	\$37,294
8" PVC(8-10'Cut)	806	LF	\$33	\$26,598
8" PVC(10-12'Cut)	768	LF	\$40	\$30,720
8" PVC (12-14' Cut)	75	LF	\$50	\$3,750
8" DIP (10-12' Cut)	24	LF	\$110	\$2,640
Manholes (0-6'Depth)	6	EA	\$3,200	\$19,200
Manholes (6-8" Depth)	5	EA	\$3,700	\$18,500
Manholes (8-10' Depth)	5	EA	\$4,100	\$20,500
Manholes (10-12' Depth)	2	EA	\$4,800	\$9,600
Manholes (12-14' Depth)	1	EA	\$5,800	\$5,800
Sewer Lateral	38	EA	\$2,720	\$103,360
6" DIP FM	55	LF	\$100	\$5,500
MJ&Fittings	1	LS	\$2,920	\$2,920

Lift Station	1	LS	\$450,000	\$450,000
Tapping sleeve W/Valve	1	EA	\$14,550	\$14,550
		Sub-Total		\$778,596

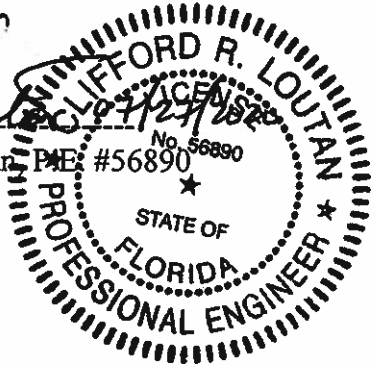
#### REUSE LINE

6" Meter	1	EA	\$10,850	\$10,850
6" DIP	25	LF	\$42.64	\$1,066
Tie into existing	1	EA	\$1,500	\$1,500
MJ&Fittings	LS	LS	\$350	\$350
		Sub-Total		\$13,766

**GRAND TOTAL     \$1,482,257.25**

**Maintenance Bond Amount     \$1,482,257.25 X 25% = \$370,564.31**

*Clifford R. Loutan*  
 \_\_\_\_\_  
 Clifford Loutan, P.E. #56890



**WAIVER AND RELEASE OF LIEN**  
(Corporate)

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

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

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

It being the understanding of the undersigned that this is a Waiver and Release of Lien which the undersigned has against the premises described herein, only to the extent of the payments specified and only for materials furnished or work done up until June 25 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 25 day of June, 2020.

WITNESSETH:

Jennifer Taksier  
Jennifer Taksier

Downrite Engineering, Corp

Name of Corporation

By: Sam LoBue  
Name: Sam LoBue  
Title: President



**SURVEYOR'S NOTES**

1. The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
2. Measurements shown hereon are expressed in U.S. survey feet and decimal parts thereof.
3. The bearings shown hereon are based on the West line of the northwest 1/4 of Section 25-51-40, North 1°49'55" West.
4. This drawing is not valid unless bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper. Unsigned copies may be provided for information purposes only.
5. Sun-Tech Engineering, Inc. reserved the right to utilize any and all information obtained in the preparation of this sketch for any other purposes.
6. The undersigned Surveyor has not been provided a current title commitment or abstract of matters affecting boundary or title to the subject property. It is possible that there are instruments which affect the subject property which are unknown to the reviewing Surveyor.
7. Sun-Tech Engineering, Inc. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB.7019, pursuant to the provisions of Chapter 472, Florida Statutes.
8. Some features may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled dimensions.
9. This sketch and description consists of 7 sheets and each sheet shall not be considered full, valid and complete unless attached to each other.
10. Sources of information used in the preparation of this map of survey are as follows:
  - A. Record plat entitled SNAKE CREEK RESIDENTIAL, Plat Book 179, Page 163, Broward County Public Records.

**SURVEYOR'S CERTIFICATION**

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

**Sun-Tech Engineering, Inc.**

Date of Preparation: March 23, 2020

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

*3.24.2020*  
 Date

DATE	REVISION	BY	CHK.



**Sun-Tech**  
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 Phone (954) 777-3123  
 Fax (954) 777-3114

3845SK13w-s.dwg

JOB No.:

17-3845

**DESCRIPTION - Utility Easement**

An easement lying over and across a portion of Parcel 'A', SNAKE CREEK RESIDENTIAL, according to the Plat thereof, as recorded in Plat Book 179, Page 163 of the Public Records of Broward County, Florida, being more particularly described as follows:

**COMMENCE** at the most northerly northwest corner of said Parcel 'A'; thence along the North line of said Parcel 'A', South 1°47'10" East, 583.49 feet; thence North 89°39'20" East, 149.31 feet; thence along said line, South 81°47'28" East, 201.71 feet; thence along said line, North 89°39'20" East, 865.50 feet; thence South 00°20'40" East, 34.27 feet to the **POINT OF BEGINNING**; thence North 89°45'09" East, 249.23 feet to a point hereinafter referred to as **REFERENCE POINT B**; thence North 00°14'51" West, 12.00 feet; thence North 89°45'09" East, 20.00 feet; thence South 00°14'51" East, 12.00 feet; thence North 89°45'09" East, 606.62 feet; thence North 00°14'51" West, 12.00 feet; thence North 89°45'09" East, 20.00 feet; thence South 00°14'51" East, 12.00 feet; thence North 89°45'09" East, 130.05 feet; thence South 86°24'56" East, 146.16 feet; thence North 3°35'04" East, 12.00 feet; thence South 86°24'56" East, 20.00 feet; thence South 3°35'04" West, 12.00 feet; thence South 86°24'56" East, 174.89 feet; thence North 3°35'04" East, 12.00 feet; thence South 86°24'56" East, 20.00 feet; thence South 3°35'04" West, 12.00 feet; thence South 86°24'56" East, 232.51 feet to point hereinafter referred to as **REFERENCE POINT C**; thence South 00°14'51" East, 62.44 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 16.08 feet; South 00°14'51" East, 45.55 feet; thence North 89°45'09" East, 6.64 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 6.64 feet; South 00°14'51" East, 38.71 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 16.08 feet; South 00°14'51" East, 55.42 feet; thence North 89°45'09" East, 6.64 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 6.64 feet; South 00°14'51" East, 44.50 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 16.08 feet; South 00°14'51" East, 75.68 feet; thence South 44°45'09" West, 53.60 feet; thence South 45°14'51" East, 16.02 feet; thence South 3°18'47" West, 13.51 feet; thence North 86°41'13" West, 20.00 feet; thence North 3°18'47" East, 4.49 feet; thence North 45°14'51" West, 7.00 feet; thence South 44°45'09" West, 69.05 feet; thence South 89°45'09" West, 14.14 feet; thence South 44°45'09" West, 28.28 feet; thence South 89°45'09" West, 98.69 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 68.33 feet; thence South 00°14'51" East, 7.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 7.00 feet; thence South 89°45'09" West, 64.39 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.00 feet to point hereinafter referred to as **REFERENCE POINT A**; thence South 89°45'09" West, 216.65 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 64.04 feet to point hereinafter referred to as **REFERENCE POINT D**; thence South 22°44'51" East, 10.87 feet; thence South 67°15'09" West, 20.00 feet; thence North 22°44'51" West, 19.16 feet; thence South 89°43'58" West, 3.60 feet; thence South 00°14'51" East, 59.47 feet; thence North 89°45'09" East, 2.46 feet; thence South 00°14'51" East, 30.00 feet; thence South 89°45'09" West, 2.46 feet; thence South 00°14'51" East, 4.45 feet; thence North 89°45'09" East, 10.00 feet; thence South 00°14'51" East, 1.08 feet to a point on the North line of that certain Access and Utility Easement as shown in Official Records Instrument No. 115218669, of the Public Records of Broward County, Florida; thence along said line, South 89°45'09" West, 147.70 feet; thence along said line, South 84°33'19" West, 77.28 feet; thence along said line, South 89°45'09" West, 160.64 feet; thence North 00°14'51" West, 83.90 feet; thence South 89°45'09" West, 15.31 feet; thence North 00°14'51" West, 18.10 feet; thence South 89°45'09" West, 70.44 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 39.28 feet; thence South 00°14'51" East, 102.00 feet to a point on the aforesaid North line of that certain Access and Utility Easement; thence along said line, South 89°45'09" West, 66.62 feet; thence North 00°14'51" West, 10.00 feet; thence North 89°45'09" East, 46.62 feet; thence North 00°14'51" West, 92.00 feet; thence South 89°45'09" West, 81.03 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 44.32 feet; thence South 00°14'51" East, 7.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 7.00 feet; thence South 89°45'09" West, 58.16 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 48.27 feet; thence South 00°14'51" East, 20.13 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 4.55 feet; thence South 89°45'09" West, 49.73 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 36.07 feet; thence North 00°14'51" West, 15.59 feet; thence South 89°45'09"

THIS DRAWING IS NOT VALID WITHOUT SHEETS 1 & 3-7



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JOB No.:

17-3845

**DESCRIPTION - Utility Easement continued**

West, 20.00 feet; thence North 00°14'51" West, 85.77 feet; thence South 89°45'09" West, 7.00 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 7.00 feet; thence North 00°14'51" West, 56.31 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence North 00°14'51" West, 91.84 feet; thence South 89°45'09" West, 7.00 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 7.00 feet; thence North 00°14'51" West, 61.67 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence North 00°14'51" West, 45.50 feet; thence South 89°45'09" West, 7.00 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 7.00 feet; thence North 00°14'51" West, 22.00 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 37.17 feet; thence South 89°45'09" West, 36.08 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 36.08 feet; thence North 00°14'51" West, 42.58 feet to the Point of Beginning.

**TOGETHER WITH:**

**COMMENCE** at aforesaid **REFERENCE POINT A**; thence South 19°25'40" West, 97.70 feet to the **POINT OF BEGINNING**; thence South 00°14'51" East, 10.00 feet to a point on the North line of the aforesaid Access and Utility Easement as shown in Official Records Instrument No. 115218669, of the Public Records of Broward County, Florida; thence along said line, South 89°45'09" West, 30.00 feet; thence North 00°14'51" West, 10.00 feet; thence North 89°45'09" East, 30.00 feet to the Point of Beginning.

**LESS AND EXCEPT THEREFROM:**

**COMMENCE** at aforesaid **REFERENCE POINT B**; thence South 63°00'07" West, 44.43 feet to the **POINT OF BEGINNING**; thence North 89°45'09" East, 176.68 feet; thence South 00°14'51" East, 26.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 26.08 feet; thence North 89°45'09" East, 104.23 feet; thence South 00°14'51" East, 62.84 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 139.11 feet; thence South 89°45'09" West, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 11.72 feet; thence South 89°45'09" West, 21.39 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 21.39 feet; thence South 00°14'51" East, 22.75 feet; thence South 89°45'09" West, 16.40 feet; thence South 44°45'09" West, 17.09 feet; thence South 45°14'31" East, 20.00 feet; thence North 44°45'09" East, 8.81 feet; thence North 89°45'09" East, 8.12 feet; thence South 00°14'51" East, 19.56 feet; thence South 89°45'09" West, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 186.86 feet; thence South 89°45'09" West, 133.50 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 86.50 feet; thence North 00°14'51" West, 7.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 7.00 feet; thence South 89°45'09" West, 106.75 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 63.64 feet; thence North 00°14'51" West, 13.70 feet; thence South 89°45'09" West, 20.07 feet; thence North 00°14'51" West, 173.17 feet; thence North 89°45'09" East, 16.09 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 16.09 feet; thence North 00°14'51" West, 18.58 feet; thence North 89°45'09" East, 24.32 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 24.32 feet; thence North 00°14'51" West, 21.94 feet; thence North 89°45'09" East, 26.26 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 26.26 feet; thence North 00°14'51" West, 19.57 feet; thence North 89°45'09" East, 16.08 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 172.45 feet; thence North 89°45'09" East, 20.47 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 20.47 feet; thence North 00°14'51" West, 3.42 feet; thence North 89°45'09" East, 169.55 feet; thence South 00°14'51" East, 26.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 26.08 feet to the Point of Beginning.

**LESS AND EXCEPT THEREFROM:**

**COMMENCE** at aforesaid **REFERENCE POINT C**; thence South 44°40'26" West, 56.65 feet to the **POINT OF BEGINNING**; thence South 00°14'51" East, 66.70 feet; thence South 89°45'09" West, 16.08 feet; thence South 00°14'51" East, 20.00

THIS DRAWING IS NOT VALID WITHOUT SHEETS 1-2 &amp; 4-7



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JOB No.:

17-3845

**DESCRIPTION** - Utility Easement continued

feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 204.71 feet; thence South 89°45'09" West, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 62.06 feet; thence North 45°14'51" West, 4.09 feet; thence South 44°45'09" West, 20.00 feet; thence South 45°14'51" East, 8.54 feet; thence South 44°45'09" West, 93.35 feet; thence North 00°14'51" West, 1.58 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 7.87 feet; thence South 89°45'09" West, 57.92 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 216.61 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 64.37 feet; thence North 00°14'51" West, 7.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 7.00 feet; thence South 89°45'09" West, 64.44 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 101.28 feet; thence North 67°44'51" West, 9.20 feet; thence North 45°14'51" West, 92.16 feet; thence South 89°45'09" West, 91.86 feet; thence North 45°14'51" West, 108.07 feet; thence North 44°45'09" East, 6.21 feet; thence North 45°14'51" West, 20.00 feet; thence South 44°45'09" West, 6.21 feet; thence North 45°14'51" West, 5.05 feet; thence South 89°45'09" West, 7.90 feet; thence North 00°14'51" West, 31.91 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 31.91 feet; thence South 89°45'09" West, 78.48 feet; thence North 00°14'51" West, 47.18 feet; thence North 89°45'09" East, 98.28 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 98.28 feet; thence North 00°14'51" West, 132.92 feet; thence North 89°45'09" East, 16.08 feet; thence North 00°14'51" West, 109.45 feet; thence North 89°45'09" East, 13.40 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 13.40 feet; thence North 00°14'51" West, 10.46 feet; thence North 89°45'09" East, 92.42 feet; thence South 00°14'51" East, 26.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 26.08 feet; thence North 89°45'09" East, 130.84 feet; thence South 00°14'51" East, 26.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 26.08 feet; thence North 89°45'09" East, 61.84 feet; thence South 00°14'51" East, 10.00 feet; thence North 89°45'09" East, 80.74 feet; thence South 00°14'51" East, 16.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 16.08 feet; thence North 89°45'09" East, 68.59 feet; thence South 86°24'56" East, 60.99 feet; thence South 3°35'04" West, 16.08 feet; thence South 86°24'56" East, 20.00 feet; thence North 3°35'04" East, 16.08 feet; thence South 86°24'56" East, 124.67 feet; thence South 3°35'04" West, 16.11 feet; thence South 86°24'56" East, 20.00 feet; thence North 3°35'04" East, 16.11 feet; thence South 86°24'56" East, 154.51 feet; thence South 3°35'04" West, 16.08 feet; thence South 86°24'56" East, 20.00 feet; thence North 3°35'04" East, 16.08 feet; thence South 86°24'56" East, 134.78 feet; thence South 3°35'04" West, 12.69 feet; thence South 86°24'56" East, 20.38 feet to the Point of Beginning.

**LESS AND EXCEPT THEREFROM:**

**COMMENCE** at aforesaid **REFERENCE POINT D**; thence North 30°35'58" West, 34.19 feet to the **POINT OF BEGINNING**; thence South 22°15'09" West, 10.28 feet; thence South 89°45'09" West, 24.04 feet; thence South 00°14'51" East, 79.50 feet; thence South 89°45'09" West, 7.54 feet; thence South 00°14'51" East, 29.00 feet; thence South 89°45'09" West, 327.76 feet; thence North 00°14'51" West, 61.65 feet; thence North 89°45'09" East, 36.08; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 26.08 feet; thence North 00°14'51" West, 6.85 feet; thence North 89°45'09" East, 10.00 feet; thence North 00°14'51" West, 97.49 feet; thence North 89°45'09" East, 16.08; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 48.43 feet; thence North 89°45'09" East, 16.43 feet; thence North 00°14'51" West, 16.91 feet; thence North 89°45'09" East, 81.67 feet; thence South 45°14'51" East, 133.12 feet; thence North 89°45'09" East, 63.81 feet; thence South 00°14'51" East, 7.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 7.08 feet; thence North 89°45'09" East, 8.06 feet; thence South 45°14'51" East, 9.07 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 16.72 feet; thence North 44°45'09" East, 2.50 feet; thence South 45°14'51" East, 48.84 feet to the Point of Beginning.

Said lands lying and situate in the City of Miramar, Broward County, Florida, and containing 4.3276 acres (188,509 square feet) in aggregate, more or less.

THIS DRAWING IS NOT VALID WITHOUT SHEETS 1-3 & 5-7



**Sun-Tech**  
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Engineers - Planners - Surveyors

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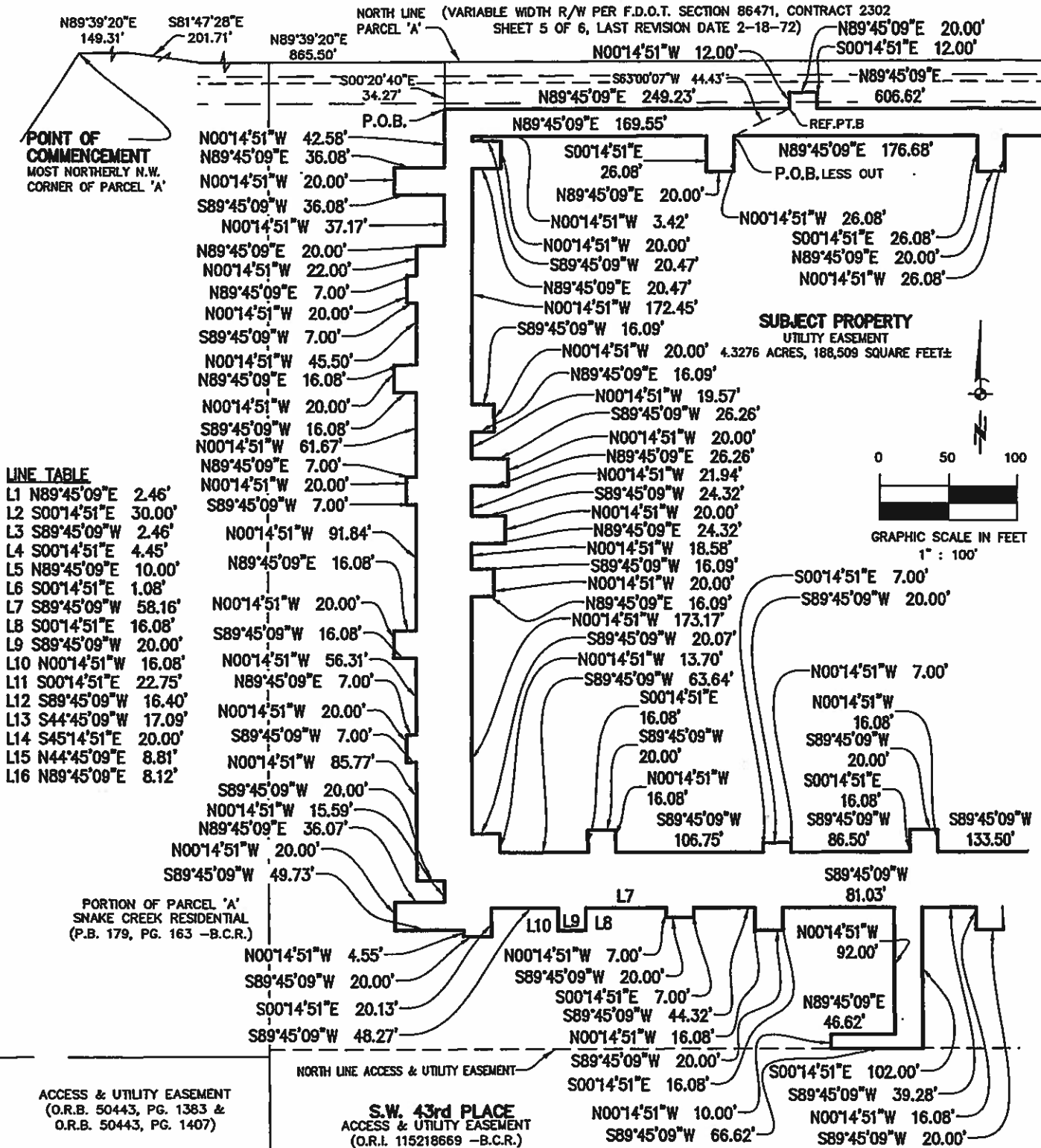
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Fax (954) 777-3114

38455k13w-a.dwg

JOB No.:

17-3845

## HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE

(VARIABLE WIDTH R/W PER F.D.O.T. SECTION 86471, CONTRACT 2302  
SHEET 5 OF 6, LAST REVISION DATE 2-18-72)

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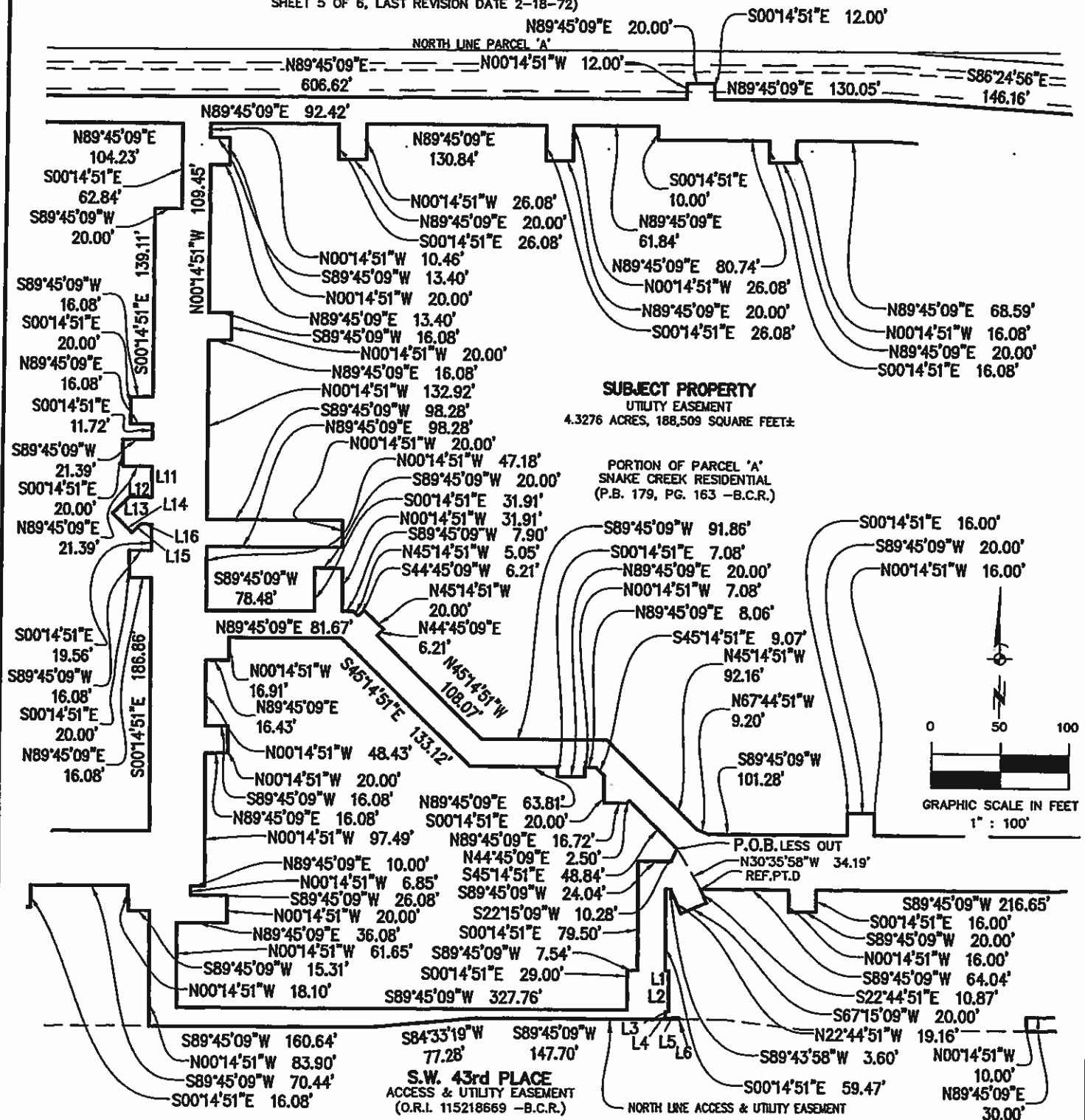
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JOB No.:

17-3845

**HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE**  
(VARIABLE WIDTH R/W PER F.D.O.T. SECTION 86471, CONTRACT 2302  
SHEET 5 OF 6, LAST REVISION DATE 2-18-72)



**KEY TO ABBREVIATIONS LEGEND**

THIS DRAWING IS NOT VALID WITHOUT SHEETS 1-5 & 7



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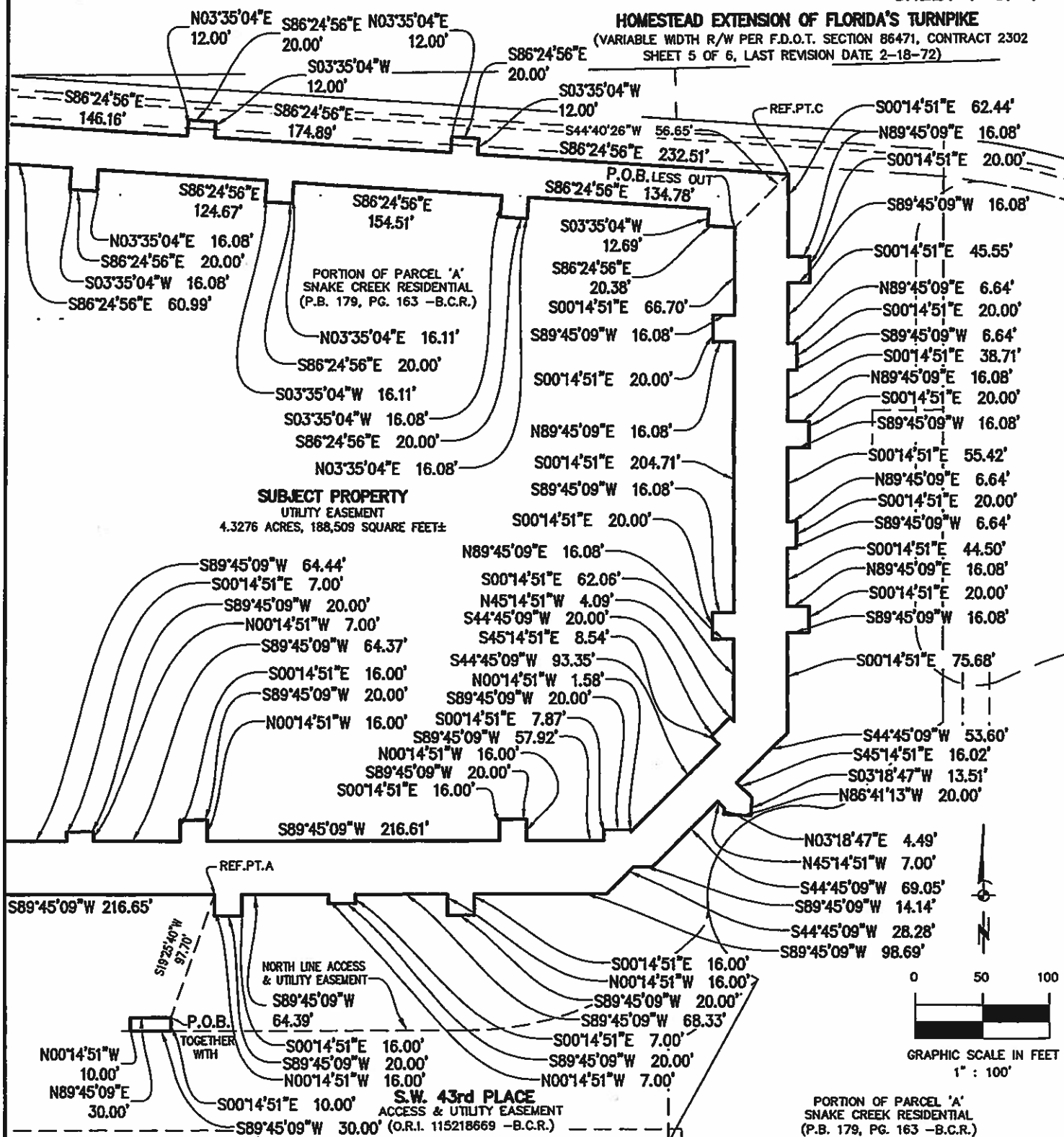
B.C.R. BROWARD COUNTY RECORDS  
D.C.R. MIAMI-DADE COUNTY RECORDS  
L.B. LICENSED BUSINESS  
O.R.B. OFFICIAL RECORDS BOOK  
P.B. PLAT BOOK  
PG. PAGE  
P.S.M. PROFESSIONAL SURVEYOR & MAPPER  
F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION

NO. NUMBER  
R RADIUS  
Δ CENTRAL ANGLE  
L ARC LENGTH  
R/W RIGHT-OF-WAY  
NVAL NON-VEHICULAR ACCESS LINE  
O.R.I. OFFICIAL RECORDS INSTRUMENT  
P.O.B. POINT OF BEGINNING

3845Sk13w-a.dwg

JOB No.:  
**17-3845**

## HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE

(VARIABLE WIDTH R/W PER F.D.O.T. SECTION 86471, CONTRACT 2302  
SHEET 5 OF 6, LAST REVISION DATE 2-18-72)

## KEY TO ABBREVIATIONS LEGEND

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**EXHIBIT "B"**  
**CATALINA AT MIRAMAR**  
**CERTIFIED FINAL COST**

**WATER DISTRUBUTION SYSTEM**

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
8" DIP WM	5,030	LF	\$39.05	\$196,421.50
6" DIP WM	605	LF	\$34.05	\$20,600.25
4" DIP WM	70	LF	\$33.05	\$2,313.50
4" Gate Valves	37	EA	\$1,100	\$40,700
6" GV	29	EA	\$1,400	\$40,600
8" Gate Valves	14	EA	\$1,500	\$21,000
Fire Hydrant	29	EA	\$3,050	\$88,450
2" Water Service	2	EA	\$3,700	\$7,400
1-1/2" Water Meter Service	35	EA	\$880	\$30,800
5/8"x3/4" Water Serice	1	EA	\$880	\$880
Fittings	1	LS	\$85,180	\$85,180
Tie into Exist WM	2	EA	\$2,350	\$4,700
2-1/2" Fire Service	36	EA	\$4,000	\$144,000
4" DDCV	1	EA	\$6,850	\$6,850
			Sub Total	<b>\$689,895.25</b>

**SANITARY COLLECTION SYSTEM**

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
8" PVC(0-6'Cut)	988	LF	\$28	\$27,664
8"PVC (6-8'Cut)	1286	LF	\$29	\$37,294
8" PVC(8-10'Cut)	806	LF	\$33	\$26,598
8" PVC(10-12'Cut)	768	LF	\$40	\$30,720
8" PVC (12-14' Cut)	75	LF	\$50	\$3,750
8" DIP (10-12' Cut)	24	LF	\$110	\$2,640
Manholes (0-6'Depth)	6	EA	\$3,200	\$19,200
Manholes (6-8" Depth)	5	EA	\$3,700	\$18,500
Manholes (8-10' Depth)	5	EA	\$4,100	\$20,500
Manholes (10-12' Depth)	2	EA	\$4,800	\$9,600
Manholes (12-14' Depth)	1	EA	\$5,800	\$5,800
Sewer Lateral	38	EA	\$2,720	\$103,360
6" DIP FM	55	LF	\$100	\$5,500
MJ&Fittings	1	LS	\$2,920	\$2,920



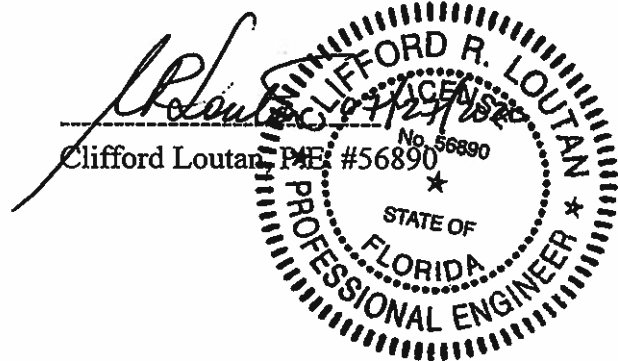
Lift Station	1	LS	\$450,000	\$450,000
Tapping sleeve W/Valve	1	EA	\$14,550	\$14,550
		Sub-Total		\$778,596

# REUSE LINE

6" Meter	1	EA	\$10,850	\$10,850
6" DIP	25	LF	\$42.64	\$1,066
Tie into existing	1	EA	\$1,500	\$1,500
MJ&Fittings	LS	LS	\$350	\$350
		Sub-Total		\$13,766

**GRAND TOTAL**      **\$1,482,257.25**


**Maintenance Bond Amount**      **\$1,482,257.25 X 25% = \$370,564.31**



3. That the above described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for real estate and personal property taxes for the year 2020.
4. That within the past ninety (90) days there have been no improvement, alterations, or repairs to the above described property for which the costs thereof remain unpaid, and that within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid.
5. That there are no mechanic's, material-men's, or laborer's liens against the above described property. That there are no construction, mechanics', materialmans' or laborers' liens filed against the Property or any portion thereof; that there have been no repairs, improvements or other work done to or labor, materials or services bestowed upon the Property or any portion thereof for which any or all of the cost of the same remains unpaid; and that no person, firm or corporation is entitled to a construction lien against the Property or any portion thereof under Chapter 713 of the Florida Statutes.
6. That the personal property contained on said property or on the said premises, and which, if any, is being sold to the purchaser(s) mentioned below, is also free and clear of all liens, encumbrances, claims and demands whatsoever.
7. That the corporation, in the operation of said property, complied in all respects with the Sales Tax Law of the State of Florida and all other taxation laws of state and federal government.
8. That Affiant knows of no violations of City or County Ordinances, or State or Federal law pertaining to the above described property.
9. That no person, firm or corporation has any interest, claim of possession, or contract right with respect to the Property or any portion thereof, and there are no facts known to Affiant which would give rise to such a claim being asserted against the Property or any portion thereof.
10. That there are no unsatisfied judgments or any federal, state or county tax deficiencies, which are a lien against the Property or any portion thereof.
11. That there is no pending litigation or dispute involving or concerning the location of

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

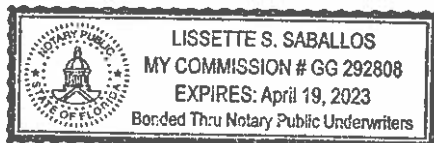
WITNESSES:

  
\_\_\_\_\_  
Michael J. Getz

  
\_\_\_\_\_  
FC Miramar Phase II, LLC  
A Florida Limited Liability Company

By: \_\_\_\_\_  
Juan Porro, Vice President  
Individually, and on behalf of the LLC

SWORN TO AND SUBSCRIBED before me this 30 day of  
June, 20 20.



  
\_\_\_\_\_  
Notary Public, State of Florida  
At Large

**SURVEYOR'S NOTES**

1. The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
2. Measurements shown hereon are expressed in U.S. survey feet and decimal parts thereof.
3. The bearings shown hereon are based on the West line of the northwest 1/4 of Section 25-51-40, North 1°49'55" West.
4. This drawing is not valid unless bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper. Unsigned copies may be provided for information purposes only.
5. Sun-Tech Engineering, Inc. reserved the right to utilize any and all information obtained in the preparation of this sketch for any other purposes.
6. The undersigned Surveyor has not been provided a current title commitment or abstract of matters affecting boundary or title to the subject property. It is possible that there are instruments which affect the subject property which are unknown to the reviewing Surveyor.
7. Sun-Tech Engineering, Inc. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB.7019, pursuant to the provisions of Chapter 472, Florida Statutes.
8. Some features may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled dimensions.
9. This sketch and description consists of 7 sheets and each sheet shall not be considered full, valid and complete unless attached to each other.
10. Sources of information used in the preparation of this map of survey are as follows:
  - A. Record plat entitled SNAKE CREEK RESIDENTIAL, Plat Book 179, Page 163, Broward County Public Records.

**SURVEYOR'S CERTIFICATION**

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

Sun-Tech Engineering, Inc.

Date of Preparation: March 23, 2020

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

*3.24.2020*  
 Date



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JOB No.:  
**17-3845**

**DESCRIPTION - Utility Easement**

An easement lying over and across a portion of Parcel 'A', **SNAKE CREEK RESIDENTIAL**, according to the Plat thereof, as recorded in Plat Book 179, Page 163 of the Public Records of Broward County, Florida, being more particularly described as follows:

**COMMENCE** at the most northerly northwest corner of said Parcel 'A'; thence along the North line of said Parcel 'A', South 1°47'10" East, 583.49 feet; thence North 89°39'20" East, 149.31 feet; thence along said line, South 81°47'28" East, 201.71 feet; thence along said line, North 89°39'20" East, 865.50 feet; thence South 00°20'40" East, 34.27 feet to the **POINT OF BEGINNING**; thence North 89°45'09" East, 249.23 feet to a point hereinafter referred to as **REFERENCE POINT B**; thence North 00°14'51" West, 12.00 feet; thence North 89°45'09" East, 20.00 feet; thence South 00°14'51" East, 12.00 feet; thence North 89°45'09" East, 606.62 feet; thence North 00°14'51" West, 12.00 feet; thence North 89°45'09" East, 20.00 feet; thence South 00°14'51" East, 12.00 feet; thence North 89°45'09" East, 130.05 feet; thence South 86°24'56" East, 146.16 feet; thence North 3°35'04" East, 12.00 feet; thence South 86°24'56" East, 20.00 feet; thence South 3°35'04" West, 12.00 feet; thence South 86°24'56" East, 174.89 feet; thence North 3°35'04" East, 12.00 feet; thence South 86°24'56" East, 20.00 feet; thence South 3°35'04" West, 12.00 feet; thence South 86°24'56" East, 232.51 feet to point hereinafter referred to as **REFERENCE POINT C**; thence South 00°14'51" East, 62.44 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 16.08 feet; South 00°14'51" East, 45.55 feet; thence North 89°45'09" East, 6.64 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 6.64 feet; South 00°14'51" East, 38.71 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 16.08 feet; South 00°14'51" East, 55.42 feet; thence North 89°45'09" East, 6.64 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 6.64 feet; South 00°14'51" East, 44.50 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 16.08 feet; South 00°14'51" East, 75.68 feet; thence South 44°45'09" West, 53.60 feet; thence South 45°14'51" East, 16.02 feet; thence South 3°18'47" West, 13.51 feet; thence North 86°41'13" West, 20.00 feet; thence North 3°18'47" East, 4.49 feet; thence North 45°14'51" West, 7.00 feet; thence South 44°45'09" West, 69.05 feet; thence South 89°45'09" West, 14.14 feet; thence South 44°45'09" West, 28.28 feet; thence South 89°45'09" West, 98.69 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 68.33 feet; thence South 00°14'51" East, 7.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 7.00 feet; thence South 89°45'09" West, 64.39 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.00 feet to point hereinafter referred to as **REFERENCE POINT A**; thence South 89°45'09" West, 216.65 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 64.04 feet to point hereinafter referred to as **REFERENCE POINT D**; thence South 22°44'51" East, 10.87 feet; thence South 67°15'09" West, 20.00 feet; thence North 22°44'51" West, 19.16 feet; thence South 89°43'58" West, 3.60 feet; thence South 00°14'51" East, 59.47 feet; thence North 89°45'09" East, 2.46 feet; thence South 00°14'51" East, 30.00 feet; thence South 89°45'09" West, 2.46 feet; thence South 00°14'51" East, 4.45 feet; thence North 89°45'09" East, 10.00 feet; thence South 00°14'51" East, 1.08 feet to a point on the North line of that certain Access and Utility Easement as shown in Official Records Instrument No. 115218669, of the Public Records of Broward County, Florida; thence along said line, South 89°45'09" West, 147.70 feet; thence along said line, South 84°33'19" West, 77.28 feet; thence along said line, South 89°45'09" West, 160.64 feet; thence North 00°14'51" West, 83.90 feet; thence South 89°45'09" West, 15.31 feet; thence North 00°14'51" West, 18.10 feet; thence South 89°45'09" West, 70.44 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 39.28 feet; thence South 00°14'51" East, 102.00 feet to a point on the aforesaid North line of that certain Access and Utility Easement; thence along said line, South 89°45'09" West, 66.62 feet; thence North 00°14'51" West, 10.00 feet; thence North 89°45'09" East, 46.62 feet; thence North 00°14'51" West, 92.00 feet; thence South 89°45'09" West, 81.03 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 44.32 feet; thence South 00°14'51" East, 7.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 7.00 feet; thence South 89°45'09" West, 58.16 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 48.27 feet; thence South 00°14'51" East, 20.13 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 4.55 feet; thence South 89°45'09" West, 49.73 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 36.07 feet; thence North 00°14'51" West, 15.59 feet; thence South 89°45'09"

THIS DRAWING IS NOT VALID WITHOUT SHEETS 1 & 3-7



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JOB No.:

17-3845

**DESCRIPTION** - Utility Easement continued

West, 20.00 feet; thence North 00°14'51" West, 85.77 feet; thence South 89°45'09" West, 7.00 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 7.00 feet; thence North 00°14'51" West, 56.31 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence North 00°14'51" West, 91.84 feet; thence South 89°45'09" West, 7.00 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 7.00 feet; thence North 00°14'51" West, 61.67 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence North 00°14'51" West, 45.50 feet; thence South 89°45'09" West, 7.00 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 7.00 feet; thence North 00°14'51" West, 22.00 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 37.17 feet; thence South 89°45'09" West, 36.08 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 36.08 feet; thence North 00°14'51" West, 42.58 feet to the Point of Beginning.

**TOGETHER WITH:**

**COMMENCE** at aforesaid **REFERENCE POINT A**; thence South 19°25'40" West, 97.70 feet to the **POINT OF BEGINNING**; thence South 00°14'51" East, 10.00 feet to a point on the North line of the aforesaid Access and Utility Easement as shown in Official Records Instrument No. 115218669, of the Public Records of Broward County, Florida; thence along said line, South 89°45'09" West, 30.00 feet; thence North 00°14'51" West, 10.00 feet; thence North 89°45'09" East, 30.00 feet to the Point of Beginning.

**LESS AND EXCEPT THEREFROM:**

**COMMENCE** at aforesaid **REFERENCE POINT B**; thence South 63°00'07" West, 44.43 feet to the **POINT OF BEGINNING**; thence North 89°45'09" East, 176.68 feet; thence South 00°14'51" East, 26.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 26.08 feet; thence North 89°45'09" East, 104.23 feet; thence South 00°14'51" East, 62.84 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 139.11 feet; thence South 89°45'09" West, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 11.72 feet; thence South 89°45'09" West, 21.39 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 21.39 feet; thence South 00°14'51" East, 22.75 feet; thence South 89°45'09" West, 16.40 feet; thence South 44°45'09" West, 17.09 feet; thence South 45°14'31" East, 20.00 feet; thence North 44°45'09" East, 8.81 feet; thence North 89°45'09" East, 8.12 feet; thence South 00°14'51" East, 19.56 feet; thence South 89°45'09" West, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 186.86 feet; thence South 89°45'09" West, 133.50 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 86.50 feet; thence North 00°14'51" West, 7.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 7.00 feet; thence South 89°45'09" West, 106.75 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 63.64 feet; thence North 00°14'51" West, 13.70 feet; thence South 89°45'09" West, 20.07 feet; thence North 00°14'51" West, 173.17 feet; thence North 89°45'09" East, 16.09 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 16.09 feet; thence North 00°14'51" West, 18.58 feet; thence North 89°45'09" East, 24.32 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 24.32 feet; thence North 00°14'51" West, 21.94 feet; thence North 89°45'09" East, 26.26 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 26.26 feet; thence North 00°14'51" West, 19.57 feet; thence North 89°45'09" East, 16.08 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 172.45 feet; thence North 89°45'09" East, 20.47 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 20.47 feet; thence North 00°14'51" West, 3.42 feet; thence North 89°45'09" East, 169.55 feet; thence South 00°14'51" East, 26.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 26.08 feet to the Point of Beginning.

**LESS AND EXCEPT THEREFROM:**

**COMMENCE** at aforesaid **REFERENCE POINT C**; thence South 44°40'26" West, 56.65 feet to the **POINT OF BEGINNING**; thence South 00°14'51" East, 66.70 feet; thence South 89°45'09" West, 16.08 feet; thence South 00°14'51" East, 20.00

THIS DRAWING IS NOT VALID WITHOUT SHEETS 1-2 &amp; 4-7



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JOB No.:

17-3845

feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 204.71 feet; thence South 89°45'09" West, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 62.06 feet; thence North 45°14'51" West, 4.09 feet; thence South 44°45'09" West, 20.00 feet; thence South 45°14'51" East, 8.54 feet; thence South 44°45'09" West, 93.35 feet; thence North 00°14'51" West, 1.58 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 7.87 feet; thence South 89°45'09" West, 57.92 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 216.61 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 64.37 feet; thence North 00°14'51" West, 7.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 7.00 feet; thence South 89°45'09" West, 64.44 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 101.28 feet; thence North 67°44'51" West, 9.20 feet; thence North 45°14'51" West, 92.16 feet; thence South 89°45'09" West, 91.86 feet; thence North 45°14'51" West, 108.07 feet; thence North 44°45'09" East, 6.21 feet; thence North 45°14'51" West, 20.00 feet; thence South 44°45'09" West, 6.21 feet; thence North 45°14'51" West, 5.05 feet; thence South 89°45'09" West, 7.90 feet; thence North 00°14'51" West, 31.91 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 31.91 feet; thence South 89°45'09" West, 78.48 feet; thence North 00°14'51" West, 47.18 feet; thence North 89°45'09" East, 98.28 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 98.28 feet; thence North 00°14'51" West, 132.92 feet; thence North 89°45'09" East, 16.08 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 109.45 feet; thence North 89°45'09" East, 13.40 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 13.40 feet; thence North 00°14'51" West, 10.46 feet; thence North 89°45'09" East, 92.42 feet; thence South 00°14'51" East, 26.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 26.08 feet; thence North 89°45'09" East, 130.84 feet; thence South 00°14'51" East, 26.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 26.08 feet; thence North 89°45'09" East, 61.84 feet; thence South 00°14'51" East, 10.00 feet; thence North 89°45'09" East, 80.74 feet; thence South 00°14'51" East, 16.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 16.08 feet; thence North 89°45'09" East, 68.59 feet; thence South 86°24'56" East, 60.99 feet; thence South 3°35'04" West, 16.08 feet; thence South 86°24'56" East, 20.00 feet; thence North 3°35'04" East, 16.08 feet; thence South 86°24'56" East, 124.67 feet; thence South 3°35'04" West, 16.11 feet; thence South 86°24'56" East, 20.00 feet; thence North 3°35'04" East, 16.11 feet; thence South 86°24'56" East, 154.51 feet; thence South 3°35'04" West, 16.08 feet; thence South 86°24'56" East, 20.00 feet; thence North 3°35'04" East, 16.08 feet; thence South 86°24'56" East, 134.78 feet; thence South 3°35'04" West, 12.69 feet; thence South 86°24'56" East, 20.38 feet to the Point of Beginning.

**LESS AND EXCEPT THEREFROM:**

**COMMENCE** at aforesaid **REFERENCE POINT D**; thence North 30°35'58" West, 34.19 feet to the **POINT OF BEGINNING**; thence South 22°15'09" West, 10.28 feet; thence South 89°45'09" West, 24.04 feet; thence South 00°14'51" East, 79.50 feet; thence South 89°45'09" West, 7.54 feet; thence South 00°14'51" East, 29.00 feet; thence South 89°45'09" West, 327.76 feet; thence North 00°14'51" West, 61.65 feet; thence North 89°45'09" East, 36.08; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 26.08 feet; thence North 00°14'51" West, 6.85 feet; thence North 89°45'09" East, 10.00 feet; thence North 00°14'51" West, 97.49 feet; thence North 89°45'09" East, 16.08; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 48.43 feet; thence North 89°45'09" East, 16.43 feet; thence North 00°14'51" West, 16.91 feet; thence North 89°45'09" East, 81.67 feet; thence South 45°14'51" East, 133.12 feet; thence North 89°45'09" East, 63.81 feet; thence South 00°14'51" East, 7.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 7.08 feet; thence North 89°45'09" East, 8.06 feet; thence South 45°14'51" East, 9.07 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 16.72 feet; thence North 44°45'09" East, 2.50 feet; thence South 45°14'51" East, 48.84 feet to the Point of Beginning.

Said lands lying and situate in the City of Miramar, Broward County, Florida, and containing 4.3276 acres (188,509 square feet) in aggregate, more or less.

THIS DRAWING IS NOT VALID WITHOUT SHEETS 1-3 & 5-7



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

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

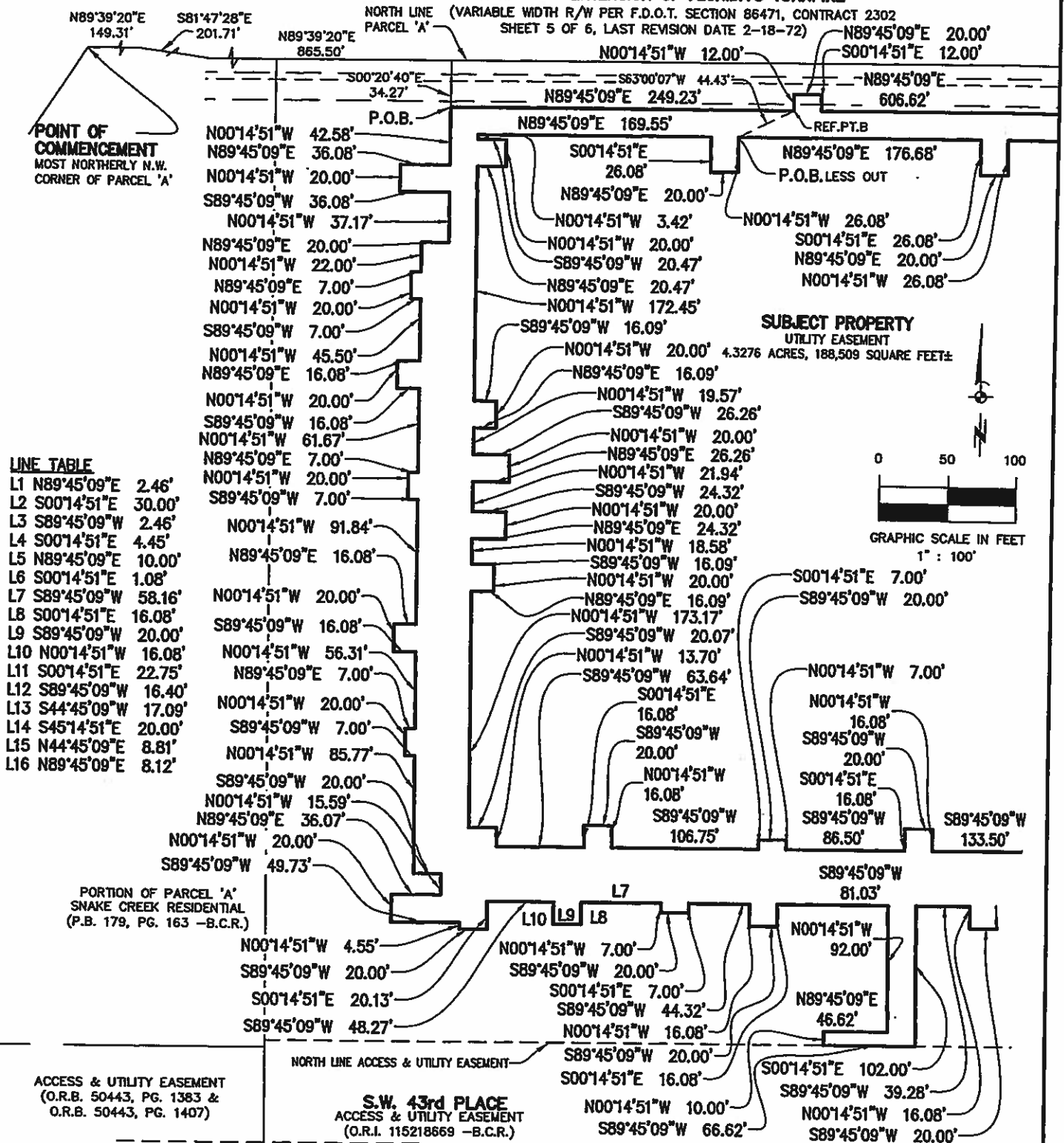
Certificate of Auth. #7097/LB 7019  
Phone (954) 777-3123  
Fax (954) 777-3114

384SSk13w-a.dwg

JOB No.:

17-3845

## HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE

(VARIABLE WIDTH R/W PER F.D.O.T. SECTION 86471, CONTRACT 2302  
SHEET 5 OF 6, LAST REVISION DATE 2-18-72)

THIS DRAWING IS NOT VALID WITHOUT SHEETS 1-4 &amp; 6-7



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Phone (954) 777-3123  
Fax (954) 777-3114

B.C.R. BROWARD COUNTY RECORDS  
D.C.R. MIAMI-DADE COUNTY RECORDS  
L.B. LICENSED BUSINESS  
O.R.B. OFFICIAL RECORDS BOOK  
P.B. PLAT BOOK  
PG. PAGE  
P.S.M. PROFESSIONAL SURVEYOR & MAPPER  
F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION

NO. NUMBER  
R RADIUS  
Δ CENTRAL ANGLE  
L ARC LENGTH  
R/W RIGHT-OF-WAY  
NVAL NON-VEHICULAR ACCESS LINE  
O.R.I. OFFICIAL RECORDS INSTRUMENT  
P.O.B. POINT OF BEGINNING

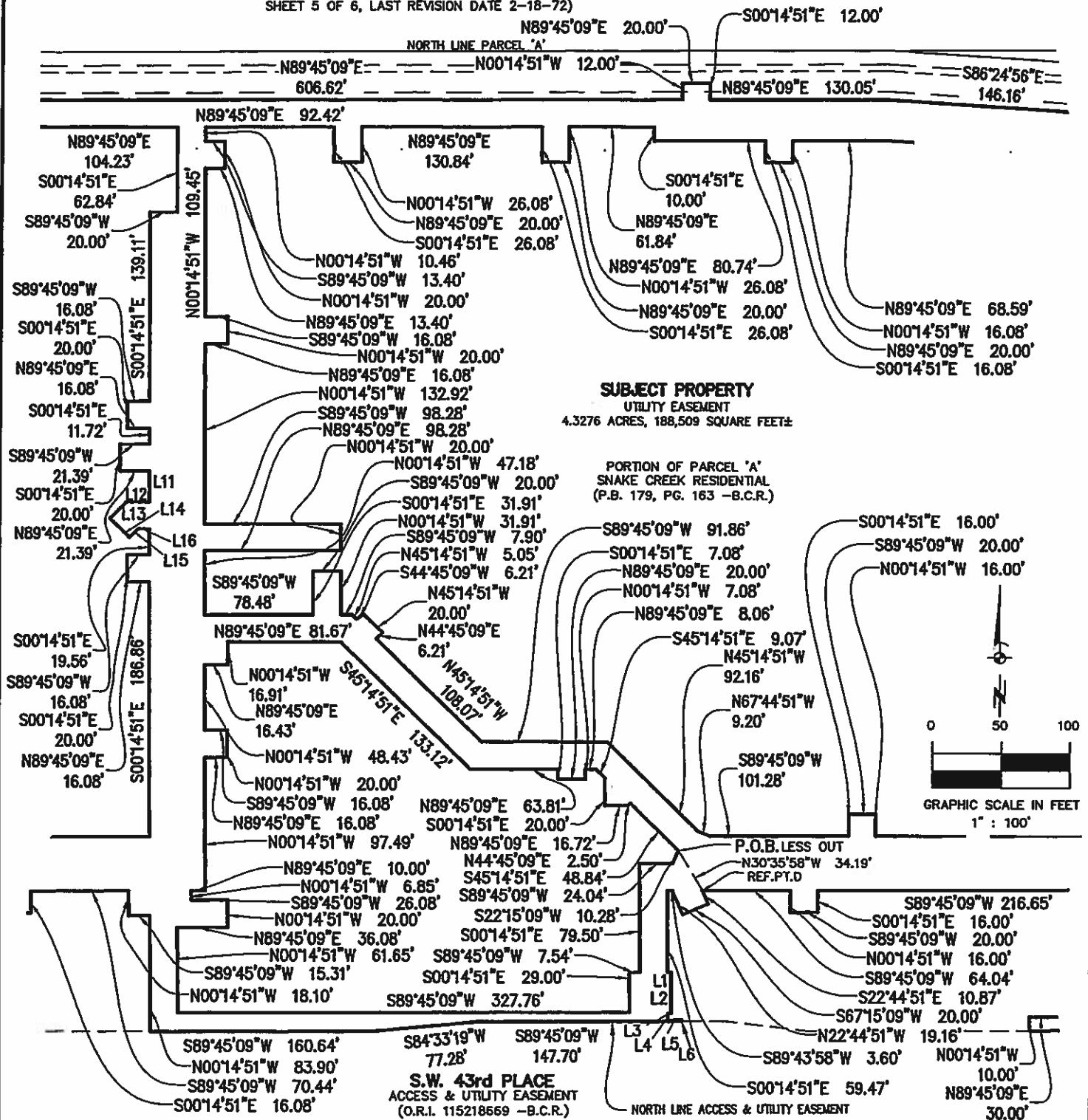
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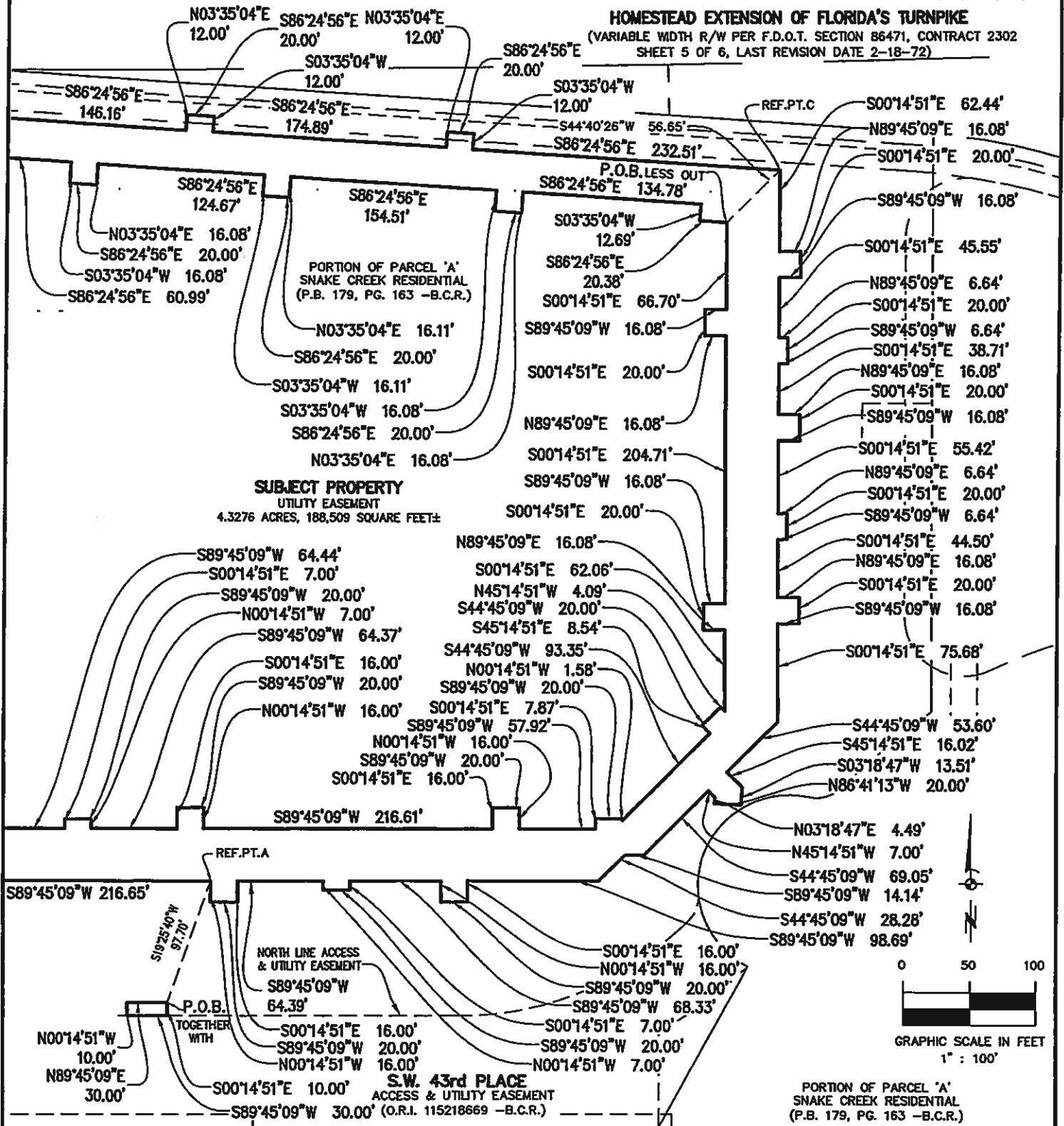
17-3845



**HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE**  
(VARIABLE WIDTH R/W PER F.D.O.T. SECTION 86471, CONTRACT 2302  
SHEET 5 OF 6, LAST REVISION DATE 2-18-72)



# HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE (VARIABLE WIDTH R/W PER F.D.O.T. SECTION 86471, CONTRACT 2302 SHEET 5 OF 6, LAST REVISION DATE 2-18-72)



**EXHIBIT "B"**  
**CATALINA AT MIRAMAR**  
**CERTIFIED FINAL COST**

**WATER DISTRUBUTION SYSTEM**

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
8" DIP WM	5,030	LF	\$39.05	\$196,421.50
6" DIP WM	605	LF	\$34.05	\$20,600.25
4" DIP WM	70	LF	\$33.05	\$2,313.50
4" Gate Valves	37	EA	\$1,100	\$40,700
6" GV	29	EA	\$1,400	\$40,600
8" Gate Valves	14	EA	\$1,500	\$21,000
Fire Hydrant	29	EA	\$3,050	\$88,450
2" Water Service	2	EA	\$3,700	\$7,400
1-1/2" Water Meter Service	35	EA	\$880	\$30,800
5/8"x3/4" Water Serice	1	EA	\$880	\$880
Fittings	1	LS	\$85,180	\$85,180
Tie into Exist WM	2	EA	\$2,350	\$4,700
2-1/2" Fire Service	36	EA	\$4,000	\$144,000
4" DDCV	1	EA	\$6,850	\$6,850
			<b>Sub Total</b>	<b>\$689,895.25</b>

**SANITARY COLLECTION SYSTEM**

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
8" PVC(0-6'Cut)	988	LF	\$28	\$27,664
8"PVC (6-8'Cut)	1286	LF	\$29	\$37,294
8" PVC(8-10'Cut)	806	LF	\$33	\$26,598
8" PVC(10-12'Cut)	768	LF	\$40	\$30,720
8" PVC (12-14' Cut)	75	LF	\$50	\$3,750
8" DIP (10-12' Cut)	24	LF	\$110	\$2,640
Manholes (0-6'Depth)	6	EA	\$3,200	\$19,200
Manholes (6-8" Depth)	5	EA	\$3,700	\$18,500
Manholes (8-10' Depth)	5	EA	\$4,100	\$20,500
Manholes (10-12' Depth)	2	EA	\$4,800	\$9,600
Manholes (12-14' Depth)	1	EA	\$5,800	\$5,800
Sewer Lateral	38	EA	\$2,720	\$103,360
6" DIP FM	55	LF	\$100	\$5,500
MJ&Fittings	1	LS	\$2,920	\$2,920

Lift Station	1	LS	\$450,000	\$450,000
Tapping sleeve W/Valve	1	EA	\$14,550	\$14,550
			Sub-Total	\$778,596

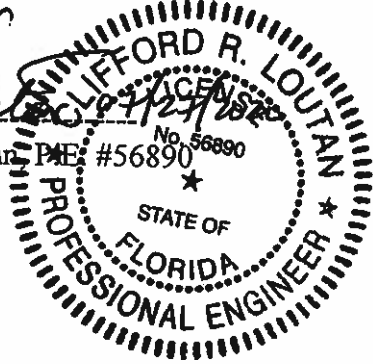
**REUSE LINE**

6" Meter	1	EA	\$10,850	\$10,850
6" DIP	25	LF	\$42.64	\$1,066
Tie into existing	1	EA	\$1,500	\$1,500
MJ&Fittings	LS	LS	\$350	\$350
			Sub-Total	\$13,766

**GRAND TOTAL     \$1,482,257.25**

**Maintenance Bond Amount     \$1,482,257.25 X 25% = \$370,564.31**

*Clifford R. Loutan*  
 Clifford Loutan, P.E. #56890



# EASEMENT

**THIS INSTRUMENT RETURN TO:**

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

**THIS INSTRUMENT PREPARED BY:**

Michael Gai  
Sun-Tech Engineering, Inc  
4577 Nob Hill Road Suite 102  
Sunrise, Florida 33351

Part of Property Appraiser's Parcel  
Identification No. 514036030014

## EASEMENT

THIS EASEMENT (the Easement) is made this 26<sup>th</sup> day of April,  
2020, by FC Miramar Phase II, LLC  
A Florida Limited Liability Company, ("Grantor") whose address is 2199  
Ponce DeLeon Blvd. Suite 201 Coral Gables, Florida 33134 to and in favor of the  
City of Miramar, a Florida Municipal Corporation ("Grantee") whose address is 2300 Civic  
Center Place, Miramar, Florida 33025.

## RECITALS:

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

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

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

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

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

TO HAVE AND TO HOLD unto the same forever.

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

Signed, sealed and delivered  
in the presence of:

FC Miramar Phase II, LLC  
A Florida Limited Liability Company

[Signature]  
Print Name: Lissette Saballos  
Address: 2199 Ponce De Leon Blvd  
Suite #201, Coral Gables, FL 33134

[Signature]  
Print Name: Michael S. Getz  
Address: 2199 Ponce De Leon Blvd  
Suite #201, Coral Gables, FL 33134

By: [Signature]  
Juan Porro Vice President  
Address: 2199 Ponce De Leon Blvd  
Suite 201 Coral Gables, Florida 33134

STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 30 day of June, 2020, by Juan Porro, as Vice-President of FC Miramar Phase II, LLC, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
State of Florida at Large  
My Commission Expires: April 19, 2023



## **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 \_\_\_\_\_ dated \_\_\_\_\_ and issued under No. \_\_\_\_\_ covering the period from the beginning to the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at the hours of \_\_\_\_\_, inclusive, of the following described property:

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

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

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

1. RECORDED MORTGAGES (including but not limited to Assignments of Leases, Rents, and Profits and UCC-1 Financing Statements):
  
  
  
  
  
  
  
  
  
  
2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS & JUDGMENTS:
  
  
  
  
  
  
  
  
  
  
3. GENERAL EXCEPTIONS:
  - a. Taxes for 20\_\_ 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 \_\_\_\_\_ is properly created as a \_\_\_\_\_ in the State of \_\_\_\_\_; 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.

<u>NAME</u>	<u>INTEREST</u>	<u>SPECIAL EXCEPTION NUMBER</u>
	Owner	
	Mortgagee	

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

<u>NUMBER</u>	<u>COMPANY CERTIFYING</u>	<u>NO OF ENTRIES</u>	<u>PERIOD COVERED</u>
---------------	---------------------------	----------------------	-----------------------

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Florida Bar No.

STATE OF FLORIDA       )  
                                      ) SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who (check one) ☐ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Print Name

My Commission Expires:

## JOINDER AND CONSENT OF MORTGAGEE

**REGIONS BANK, an Alabama banking corporation, herein called the "Mortgagee", the owner and holder of that certain Florida Real Estate Mortgage, Assignment Of Leases And Rents And Security Agreement in the sum of \$54,145,000.00 from FC MIRAMAR PHASE II, LLC, a Florida limited liability company, as Mortgagor, to REGIONS BANK, an Alabama banking corporation, as Mortgagee, dated 5/29/19 and recorded 5/31/2019 under Instrument Number 115840379 of the Public Records of Broward County, Florida, encumbering the property described in Exhibit A hereto, hereby joins and consents to the foregoing Easement from FC MIRAMAR PHASE II, LLC, a Florida limited liability company, as Grantor, to the CITY OF MIRAMAR, a Florida Municipal Corporation, as Grantee.**

Executed in the presence of the persons whose names appear below on this \_\_\_\_\_  
day of \_\_\_\_\_, 2020.

**REGIONS BANK,**  
an Alabama banking corporation

**WITNESSES:**

(Signature of Witness)

By: Marcedes Montalvo  
Print Name: Marcedes Montalvo  
Title: Senior Vice President

Daniela F. Frias  
(Print Name of Witness)

(Signature of Witness)

(Signature of Witness)

Palmer-Katko-Koppeier  
(Print Name of Witness)

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29<sup>th</sup> day of April, 2020 by Mercedes Montalvo, as Senior Vice President of Regions Bank, an Alabama banking corporation, , on behalf of the corporation. He/she ☒ is personally known to me or ☐ has produced as identification.



Print or Stamp Name: Rosa Miralles  
Notary Public, State of Florida at Large  
Commission No.: GG 229554  
My Commission Expires: June 18, 2022

**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 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 Insurance Company dated May 31, 2019 and issued under No. OF6-4192591 covering the period from the beginning to the 31<sup>st</sup> day of May, 2019, at the hours of 4:19 PM, inclusive, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-2 U1 covering the period from May 21, 2019 through June 24, 2019, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-3 U2 covering the period from June 25, 2019 through July 6, 2019, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-4 U3 covering the period from July 6, 2019 through July 26, 2019, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-5 U4 covering the period from July 27, 2019 through August 28, 2019, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-6 U5 covering the period from August 29, 2019 through September 30, 2019, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-7 U6 covering the period from October 1, 2019 through October 27, 2019, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-9 U7 covering the period from October 28, 2019 through November 25, 2019, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-10 U8 covering the period from November 26, 2019 through January 4, 2020, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-12 U9 covering the period from January 5, 2020 through January 30, 2020, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-13 U10 covering the period from January 31, 2020 through March 2, 2020, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-14 U11 covering the period from March 3, 2020 through April 11, 2020, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-15 U12 covering the period from April 12, 2020 through April 20, 2020, inclusive, of the following described real property:

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

Said lands situate lying and being in 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:

FC MIRAMAR PHASE II, LLC, a Florida limited liability company.

FCI Residential Corporation, a Florida corporation, as Manager of FC Miramar Phase II, LLC, a Florida limited liability company, is authorized to sign on behalf of FC Miramar Phase II, LLC, a Florida limited liability company. Juan C. Porro is authorized to sign as Vice-President on behalf of FCI Residential Corporation, a Florida corporation.

Subject to the following encumbrances, liens and other exceptions:

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

- a. Florida Real Estate Mortgage, Assignment Of Leases And Rents And Security Agreement in the sum of \$54,145,0000.00 from FC Miramar Phase II, LLC, a Florida limited liability company, to Regions Bank, an Alabama banking corporation, dated 5/29/19 and recorded 5/31/2019 under Instrument Number 115840379 of the Public Records of Broward County, Florida.
- b. UCC-1 Financing Statement from FC Miramar Phase II, LLC, a Florida limited liability company, to Regions Bank, an Alabama banking corporation, recorded 5/31/2019 under Instrument Number 115840380 of the Public Records of Broward County, Florida.
- c. Collateral Assignment Of Developer's Rights, Water And Sewer Connections And Impact Fee Credits from FC Miramar Phase II, LLC, a Florida limited liability company, to Regions Bank, an Alabama banking corporation, dated 5/29/19 recorded 5/31/2019 under Instrument Number 115840381 of the Public Records of Broward County, Florida.

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS & JUDGMENTS:**

None.

3. **GENERAL EXCEPTIONS:**

- a. Taxes for 2020 and subsequent years and taxes or special assessments which are not shown as existing liens in 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 efforts of man.

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

- I. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.

- II. Any lien provided by County Ordinance or by Chapter 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.
- III. Easements, dedications and all matters contained on the Plat of SNAKE CREEK RESIDENTIAL, as recorded in Plat Book 179, Page 163, together with Agreement for Amendment of Notation on Plat recorded in Instrument Number 112847995 and Instrument Number 115333336, Public Records of Broward County, Florida.
- IV. Right-of-Way Agreements with Florida Power & Light Company, as recorded in O.R. Book 222, Page 404 and O.R. Book 2222, Page 704, Public Records of Broward County, Florida.
- V. Agreement with Everglades Pipeline Company, as recorded in O.R. Book 1202, Page 31, together with Assignment and Assumption of Rights of Way recorded in O.R. Book 14340, Page 52 as affected by Encroachment Agreement recorded under Instrument Number 112882870, Public Records of Broward County, Florida.
- VI. South Broward Drainage District Resolution No. 2000-06, as recorded in O.R. Book 31125, Page 1113, Public Records of Broward County, Florida.
- VII. Traffic Concurrency Agreement with Broward County and the City of Miramar, as recorded in O.R. Book 33864, Page 1468, Public Records of Broward County, Florida, which contains restrictions and establishes fees and lien rights.
- VIII. Easements in favor of Florida Power & Light Company, as recorded in O.R. Book 41224, Page 928, and O.R. Book 41644, Page 397, Public Records of Broward County, Florida.
- IX. Educational Mitigation Agreement recorded in O.R. Book 42694, Page 1999 as amended under Instrument Number 115347076, Public Records of Broward County, Florida which contains conditions and establishes fees.
- X. City of Miramar Resolution No. 08-169, as recorded in O.R. Book 45439, Page 9, Public Records of Broward County, Florida.
- XI. Agreement in Lieu of Park Dedication, as recorded in O.R. Book 45439, Page 20, Public Records of Broward County, Florida, which contains conditions and establishes fees.
- XII. Service Agreement for Water and Sanitary Sewage Facilities for Snake Creek Residential Plat, as recorded in O.R. Book 47881, Page 366, together with Partial Release of Service Agreement recorded in O.R. Book 48119, Page 1428,

Public Records of Broward County, Florida, which contains conditions and establishes fees.

XIII. Security/Lien Agreement Installation of Required Improvements recorded in O.R. Book 47884, Page 1974 as affected by partial release recorded under Instrument Number 114132615, Public Records of Broward County, Florida.

XIV. Covenants, conditions, and restrictions for SNAKE CREEK HOMEOWNERS ASSOCIATION, INC., as recorded in O.R. Book 47913, Page 1069, amended in O.R. Book 50443, Page 1383, and in Instrument Number 113854921, and in Instrument Number 114470407, of the Public Records of Broward County, Florida, which contain conditions, easements and assessments and establishing lien rights.

XV. Traffic Signalization Agreement recorded in O.R. Book 48020, Page 103, Public Records of Broward County, Florida, which contains conditions.

XVI. Cost sharing for construction and signalization, maintenance and signage rights together with easements for ingress, egress, utilities, drainage and flowage purposes in common with others contained in Road Construction and Access, Utility, Drainage and Signage Easement Agreement recorded in O.R. Book 50443, Page 1407, Public Records of Broward County, Florida.

XVII. Ordinance amending Master Development Order for the East Miramar Areawide DRI recorded in O.R. Book 41611, Page 673, Public Records of Broward County, Florida.

XVIII. Rights, duties, obligations and easements contained in Road Construction, Access and Utility, and Drainage and Flowage Easement Agreement recorded in Instrument Number 114184277, Public Records of Broward County, Florida which establishes fees.

XIX. Terms, conditions and obligations contained in Access and Excavation Easement recorded in Instrument Number 114184278, Public Records of Broward County, Florida.

XX. Terms, conditions and obligations contained in Access and Excavation Easement recorded in Instrument Number 114184279, Public Records of Broward County, Florida.

XXI. Recorded Notice of Environmental Resource Permit recorded in Instrument Number 112776493, Public Records of Broward County, Florida.

XXII. Rights of tenants under unrecorded leases, if any.



- XXIII. Access and Utility Easement Agreement from Ansin Group, Ltd., a Florida limited partnership, to FC Miramar Phase II, LLC, a Florida limited liability company, recorded July 24, 2018 under Instrument Number 115218669, Public Records of Broward County, Florida.
- XXIV. Declaration of Restrictions by Ansin Group, Ltd., a Florida limited partnership recorded July 24, 2018 under Instrument Number 115218667, Public Records of Broward County, Florida, containing covenants.
- XXV. Deed Restrictions in Statutory Warranty Deed from Ansin Group, Ltd., a Florida limited partnership, to FC Miramar Phase II, LLC, a Florida limited liability company, recorded July 24, 2018 under Instrument Number 115218668, Public Records of Broward County, Florida.
- XXVI. Temporary Access, Excavation And Muck Removal Easement Agreement from FC Miramar Phase II, LLC, a Florida limited liability company, to Ansin Group, Ltd., a Florida limited partnership, recorded July 24, 2018 under Instrument Number 115218670, Public Records of Broward County, Florida.
- XXVII. Access And Utility Agreement recorded in O.R. Book 47913, Page 1102, of the Public Records of Broward County, Florida.
- XXVIII. Development Order of the City Of Miramar dated March 17, 1993, and Development Order for Increment II of the DRI enacted under Miramar Ordinance Number 02-16 adopted July 3, 2002 and recorded on July 22, 2002 in O.R. Book 33484, Page 1792, of the Public Records of Broward County, Florida.
- XXIX. Easement to the City Of Miramar for constructing, reconstructing, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing and inspecting water transmission and distribution facilities recorded in Instrument Number 114840846, Public Records of Broward County, Florida.
- XXX. Resolution No. 18-119 of the City of Miramar which approves the Proposed Site Plan for Catalina at Miramar recorded in Instrument Number 115148429, Public Records of Broward County, Florida.
- XXXI. Bill of Sale for water and sewer lines recorded in Instrument Number 115149579, Public Records of Broward County, Florida.
- XXXII. Park Agreement – Fee in Lieu of Land, Catalina at Miramar recorded under Instrument Number 115416950, Public Records of Broward County, Florida.
- XXXIII. Drainage Easement to South Broward Drainage District recorded in Instrument Number 113931985, Public Records of Broward County, Florida.

- XXXIV. Easement to the City of Miramar for utilities and vehicular and pedestrian ingress and egress recorded in Instrument Number 114840849, Public Records of Broward County, Florida.
- XXXV. Encroachments, encumbrances, violations, variations, or adverse circumstances, actually shown on the survey prepared by Sun-Tech Engineering, Inc., dated November 15, 2018, last revised on March 4, 2019 and June 4, 2019, bearing Job # 17-3845: Wire fence that runs along the west boundary encroaches into the platted Utility Easement and Landscape Buffer Easement along the north boundary line and the platted Utility Easement along the south boundary line and into the Utility Easement recorded under Instrument Number 114840846 and Drainage Easement No. 5 recorded under Instrument Number 113931985 and the Access and Utility Easement recorded under Instrument Number 115218669; wire fence near the east boundary encroaches into the platted Utility Easement and Landscape Buffer Easement along the north boundary line and the platted Utility Easement along the south boundary line and the Access and Utility Easement recorded under Instrument Number 115218669 and the Excavation Easement Area recorded under Instrument Number 115218670.
- XXXVI. City of Miramar Resolution No. 19-33 approving a conditional use permit for removal of fill recorded in Instrument Number 115535638, Public Records of Broward County, Florida.
- XXXVII. Any loss or damage by reason of any rights, easements, interests, claims, encroachment, encumbrance, violation, variation, adverse circumstances, overlaps, boundary line disputes, and any other matters which may exist by reason of, or reflected by, the matters and facts shown on the Survey prepared by Sun-Tech Engineering, Inc., dated 8/17/17, bearing Job # 17-3845.
- XXXVIII. Notice Of Commencement filed by FC Miramar Phase II, LLC, a Florida limited liability company, recorded 6/7/2019 under Instrument Number 115855576 of the Public Records of Broward County, Florida.
- XXXIX. Notice Of Commencement filed by FC Miramar Phase II, LLC, a Florida limited liability company, recorded 6/13/2019 under Instrument Number 115868552 of the Public Records of Broward County, Florida.
- XL. Notice Of Commencement filed by FC Miramar Phase II, LLC, a Florida limited liability company, recorded 6/13/2019 under Instrument Number 115868553 of the Public Records of Broward County, Florida.
- XLI. Service Agreement For Water And Sanitary Sewage Facilities between the City Of Miramar and FC Miramar Phase II, LLC, a Florida limited liability company,

recorded 7/11/2019 under Instrument Number 115921941 of the Public Records of Broward County, Florida.

XLII. Notice Of Commencement filed by FC Miramar Phase II, LLC, a Florida limited liability company, recorded 10/2/2019 under Instrument Number 116089007 of the Public Records of Broward County, Florida.

XLIII. Memorandum Of Ground Lease Agreement between FC Miramar Phase II, LLC, a Florida limited liability company, and EATMIRA II, LLC, a Florida limited liability company, recorded 12/26/2019 under Instrument Number 116256202 of the Public Records of Broward County, Florida.

XLIV. Underground Easement (Business) filed by FC Miramar Phase II, LLC, a Florida limited liability company, in favor of Florida Power & Light Company recorded 2/18/20 under Instrument Number 116355737 of the Public Records of Broward County, Florida.

XLV. Taxes for the year 2020 and subsequent years, which are not yet due and payable.]

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 FC MIRAMAR PHASE II, LLC, a Florida limited liability company, is a 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 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.

<u>NAME</u>	<u>INTEREST</u>	<u>SPECIAL EXCEPTION NUMBER</u>
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FC MIRAMAR PHASE II, LLC, a Florida limited liability company.	Owner.	Owner.
---	--------	--------

FCI Residential Corporation, a Florida corporation, as Manager of FC Miramar Phase II, LLC, a Florida limited liability company, is authorized to sign on behalf of FC Miramar Phase II, LLC, a Florida limited liability company. Juan C. Porro is authorized to sign as Vice-President on behalf of FCI Residential Corporation, a Florida corporation.

REGIONS BANK, an Alabama banking corporation	Mortgagee.	Mortgagee.
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The following is a description of the aforementioned abstract and its continuations:

<u>NUMBER</u>	<u>COMPANY CERTIFYING</u>	<u>NO OF ENTRIES</u>	<u>PERIOD COVERED</u>
OF6-4192591	Old Republic National Title Ins. Co.	1	Through 5/31/19
656805-2 U1	Attorneys' Title Fund Services, LLC	1	From 5/21/19 Through 6/24/19
656805-3 U2	Attorneys' Title Fund Services, LLC	1	From 6/25/19 Through 7/6/19
656805-4 U3	Attorneys' Title Fund Services, LLC	1	From 7/6/19 Through 7/26/19
656805-5 U4	Attorneys' Title Fund Services, LLC	1	From 7/27/19 Through 8/28/19
656805-6 U5	Attorneys' Title Fund Services, LLC	1	From 8/29/19 Through 9/30/19
656805-7 U6	Attorneys' Title Fund Services, LLC	1	From 10/1/19 Through 10/27/19
656805-9 U7	Attorneys' Title Fund Services, LLC	1	From 10/28/19 Through 11/25/19

656805-10 U8 Attorneys' Title Fund Services, LLC	1	From 11/26/19 Through 1/4/20
656805-12 U9 Attorneys' Title Fund Services, LLC	1	From 1/5/20 Through 1/30/20
656805-13 U10 Attorneys' Title Fund Services, LLC	1	From 1/31/20 Through 3/2/20
656805-14 U11 Attorneys' Title Fund Services, LLC	1	From 3/3/20 Through 4/11/20
656805-15 U12 Attorneys' Title Fund Services, LLC	1	From 4/12/20 Through 4/20/20

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 28<sup>th</sup> day of April, 2020.



FERNANDO J. PORTUONDO, ESQ.

Name

FERNANDO J. PORTUONDO, P.A.

Firm Name

2121 Ponce De Leon Boulevard

Suite 950

Coral Gables, FL 33134

Address

0062383

Florida Bar No.

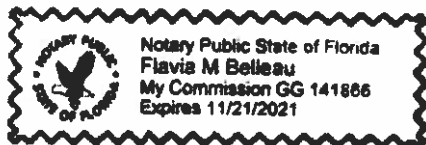
STATE OF FLORIDA            )  
  )   SS  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of April, 2020 by FERNANDO J. PORTUONDO, ESQ., who (check one) ☒ is personally known to me or ☐ has produced \_\_\_\_\_, as identification.

Flavia M. Belleau  
NOTARY PUBLIC, State of Florida

My Commission Expires:

Flavia M. Belleau  
Print Name



**SURVEYOR'S NOTES**

1. The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
2. Measurements shown hereon are expressed in U.S. survey feet and decimal parts thereof.
3. The bearings shown hereon are based on the West line of the northwest 1/4 of Section 25-51-40, North 1°49'55" West.
4. This drawing is not valid unless bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper. Unsigned copies may be provided for information purposes only.
5. Sun-Tech Engineering, Inc. reserved the right to utilize any and all information obtained in the preparation of this sketch for any other purposes.
6. The undersigned Surveyor has not been provided a current title commitment or abstract of matters affecting boundary or title to the subject property. It is possible that there are instruments which affect the subject property which are unknown to the reviewing Surveyor.
7. Sun-Tech Engineering, Inc. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB.7019, pursuant to the provisions of Chapter 472, Florida Statutes.
8. Some features may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled dimensions.
9. This sketch and description consists of 7 sheets and each sheet shall not be considered full, valid and complete unless attached to each other.
10. Sources of information used in the preparation of this map of survey are as follows:
  - A. Record plat entitled SNAKE CREEK RESIDENTIAL, Plat Book 179, Page 163, Broward County Public Records.

**SURVEYOR'S CERTIFICATION**

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

Sun-Tech Engineering, Inc.

Date of Preparation: March 23, 2020

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

*3.24.2020*  
 Date

DATE	REVISION	BY	CHK.



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

4577 Nob Hill Road, Suite 102  
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 Fax (954) 777-3114

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JOB No.:  
**17-3845**

**DESCRIPTION** - Utility Easement

An easement lying over and across a portion of Parcel 'A', **SNAKE CREEK RESIDENTIAL**, according to the Plat thereof, as recorded in Plat Book 179, Page 163 of the Public Records of Broward County, Florida, being more particularly described as follows:

**COMMENCE** at the most northerly northwest corner of said Parcel 'A'; thence along the North line of said Parcel 'A', South 1°47'10" East, 583.49 feet; thence North 89°39'20" East, 149.31 feet; thence along said line, South 81°47'28" East, 201.71 feet; thence along said line, North 89°39'20" East, 865.50 feet; thence South 00°20'40" East, 34.27 feet to the **POINT OF BEGINNING**; thence North 89°45'09" East, 249.23 feet to a point hereinafter referred to as **REFERENCE POINT B**; thence North 00°14'51" West, 12.00 feet; thence North 89°45'09" East, 20.00 feet; thence South 00°14'51" East, 12.00 feet; thence North 89°45'09" East, 606.62 feet; thence North 00°14'51" West, 12.00 feet; thence North 89°45'09" East, 20.00 feet; thence South 00°14'51" East, 12.00 feet; thence North 89°45'09" East, 130.05 feet; thence South 86°24'56" East, 146.16 feet; thence North 3°35'04" East, 12.00 feet; thence South 86°24'56" East, 20.00 feet; thence South 3°35'04" West, 12.00 feet; thence South 86°24'56" East, 174.89 feet; thence North 3°35'04" East, 12.00 feet; thence South 86°24'56" East, 20.00 feet; thence South 3°35'04" West, 12.00 feet; thence South 86°24'56" East, 232.51 feet to point hereinafter referred to as **REFERENCE POINT C**; thence South 00°14'51" East, 62.44 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 16.08 feet; South 00°14'51" East, 45.55 feet; thence North 89°45'09" East, 6.64 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 6.64 feet; South 00°14'51" East, 38.71 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 16.08 feet; South 00°14'51" East, 55.42 feet; thence North 89°45'09" East, 6.64 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 6.64 feet; South 00°14'51" East, 44.50 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence South 89°45'09" West, 16.08 feet; South 00°14'51" East, 75.68 feet; thence South 44°45'09" West, 53.60 feet; thence South 45°14'51" East, 16.02 feet; thence South 3°18'47" West, 13.51 feet; thence North 86°41'13" West, 20.00 feet; thence North 3°18'47" East, 4.49 feet; thence North 45°14'51" West, 7.00 feet; thence South 44°45'09" West, 69.05 feet; thence South 89°45'09" West, 14.14 feet; thence South 44°45'09" West, 28.28 feet; thence South 89°45'09" West, 98.69 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 68.33 feet; thence South 00°14'51" East, 7.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 7.00 feet; thence South 89°45'09" West, 64.39 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.00 feet to point hereinafter referred to as **REFERENCE POINT A**; thence South 89°45'09" West, 216.65 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 64.04 feet to point hereinafter referred to as **REFERENCE POINT D**; thence South 22°44'51" East, 10.87 feet; thence South 67°15'09" West, 20.00 feet; thence North 22°44'51" West, 19.16 feet; thence South 89°43'58" West, 3.60 feet; thence South 00°14'51" East, 59.47 feet; thence North 89°45'09" East, 2.46 feet; thence South 00°14'51" East, 30.00 feet; thence South 89°45'09" West, 2.46 feet; thence South 00°14'51" East, 4.45 feet; thence North 89°45'09" East, 10.00 feet; thence South 00°14'51" East, 1.08 feet to a point on the North line of that certain Access and Utility Easement as shown in Official Records Instrument No. 115218669, of the Public Records of Broward County, Florida; thence along said line, South 89°45'09" West, 147.70 feet; thence along said line, South 84°33'19" West, 77.28 feet; thence along said line, South 89°45'09" West, 160.64 feet; thence North 00°14'51" West, 83.90 feet; thence South 89°45'09" West, 15.31 feet; thence North 00°14'51" West, 18.10 feet; thence South 89°45'09" West, 70.44 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 39.28 feet; thence South 00°14'51" East, 102.00 feet to a point on the aforesaid North line of that certain Access and Utility Easement; thence along said line, South 89°45'09" West, 66.62 feet; thence North 00°14'51" West, 10.00 feet; thence North 89°45'09" East, 46.62 feet; thence North 00°14'51" West, 92.00 feet; thence South 89°45'09" West, 81.03 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 44.32 feet; thence South 00°14'51" East, 7.00 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 7.00 feet; thence South 89°45'09" West, 58.16 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 48.27 feet; thence South 00°14'51" East, 20.13 feet; thence South 89°45'09" West, 20.00 feet; thence North 00°14'51" West, 4.55 feet; thence South 89°45'09" West, 49.73 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 36.07 feet; thence North 00°14'51" West, 15.59 feet; thence South 89°45'09"

THIS DRAWING IS NOT VALID WITHOUT SHEETS 1 & 3-7



**Sun-Tech**  
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Fax (954) 777-3114

3845SK13w-a.dwg

JOB No.:

17-3845



**DESCRIPTION - Utility Easement continued**

West, 20.00 feet; thence North 00°14'51" West, 85.77 feet; thence South 89°45'09" West, 7.00 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 7.00 feet; thence North 00°14'51" West, 56.31 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence North 00°14'51" West, 91.84 feet; thence South 89°45'09" West, 7.00 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 7.00 feet; thence North 00°14'51" West, 61.67 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence North 00°14'51" West, 45.50 feet; thence South 89°45'09" West, 7.00 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 7.00 feet; thence North 00°14'51" West, 22.00 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 37.17 feet; thence South 89°45'09" West, 36.08 feet; thence North 00°14'51" West, 20.00 feet; thence North 89°45'09" East, 36.08 feet; thence North 00°14'51" West, 42.58 feet to the Point of Beginning.

**TOGETHER WITH:**

**COMMENCE** at aforesaid **REFERENCE POINT A**; thence South 19°25'40" West, 97.70 feet to the **POINT OF BEGINNING**; thence South 00°14'51" East, 10.00 feet to a point on the North line of the aforesaid Access and Utility Easement as shown in Official Records Instrument No. 115218669, of the Public Records of Broward County, Florida; thence along said line, South 89°45'09" West, 30.00 feet; thence North 00°14'51" West, 10.00 feet; thence North 89°45'09" East, 30.00 feet to the Point of Beginning.

**LESS AND EXCEPT THEREFROM:**

**COMMENCE** at aforesaid **REFERENCE POINT B**; thence South 63°00'07" West, 44.43 feet to the **POINT OF BEGINNING**; thence North 89°45'09" East, 176.68 feet; thence South 00°14'51" East, 26.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 26.08 feet; thence North 89°45'09" East, 104.23 feet; thence South 00°14'51" East, 62.84 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 139.11 feet; thence South 89°45'09" West, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 11.72 feet; thence South 89°45'09" West, 21.39 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 21.39 feet; thence South 00°14'51" East, 22.75 feet; thence South 89°45'09" West, 16.40 feet; thence South 44°45'09" West, 17.09 feet; thence South 45°14'31" East, 20.00 feet; thence North 44°45'09" East, 8.81 feet; thence North 89°45'09" East, 8.12 feet; thence South 00°14'51" East, 19.56 feet; thence South 89°45'09" West, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 186.86 feet; thence South 89°45'09" West, 133.50 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 86.50 feet; thence North 00°14'51" West, 7.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 7.00 feet; thence South 89°45'09" West, 106.75 feet; thence North 00°14'51" West, 16.08 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.08 feet; thence South 89°45'09" West, 63.64 feet; thence North 00°14'51" West, 13.70 feet; thence South 89°45'09" West, 20.07 feet; thence North 00°14'51" West, 173.17 feet; thence North 89°45'09" East, 16.09 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 16.09 feet; thence North 00°14'51" West, 18.58 feet; thence North 89°45'09" East, 24.32 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 24.32 feet; thence North 00°14'51" West, 21.94 feet; thence North 89°45'09" East, 26.26 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 26.26 feet; thence North 00°14'51" West, 19.57 feet; thence North 89°45'09" East, 16.08 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 172.45 feet; thence North 89°45'09" East, 20.47 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 20.47 feet; thence North 00°14'51" West, 3.42 feet; thence North 89°45'09" East, 169.55 feet; thence South 00°14'51" East, 26.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 26.08 feet to the Point of Beginning.

**LESS AND EXCEPT THEREFROM:**

**COMMENCE** at aforesaid **REFERENCE POINT C**; thence South 44°40'26" West, 56.65 feet to the **POINT OF BEGINNING**; thence South 00°14'51" East, 66.70 feet; thence South 89°45'09" West, 16.08 feet; thence South 00°14'51" East, 20.00

THIS DRAWING IS NOT VALID WITHOUT SHEETS 1-2 &amp; 4-7



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38455k13w-s.dwg

JOB No.:

17-3845

**DESCRIPTION** - Utility Easement continued

feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 204.71 feet; thence South 89°45'09" West, 16.08 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 16.08 feet; thence South 00°14'51" East, 62.06 feet; thence North 45°14'51" West, 4.09 feet; thence South 44°45'09" West, 20.00 feet; thence South 45°14'51" East, 8.54 feet; thence South 44°45'09" West, 93.35 feet; thence North 00°14'51" West, 1.58 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 7.87 feet; thence South 89°45'09" West, 57.92 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 16.00 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 64.37 feet; thence North 00°14'51" West, 7.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 7.00 feet; thence South 89°45'09" West, 64.44 feet; thence North 00°14'51" West, 16.00 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 16.00 feet; thence South 89°45'09" West, 101.28 feet; thence North 67°44'51" West, 9.20 feet; thence North 45°14'51" West, 92.16 feet; thence South 89°45'09" West, 91.86 feet; thence North 45°14'51" West, 108.07 feet; thence North 44°45'09" East, 6.21 feet; thence North 45°14'51" West, 20.00 feet; thence South 44°45'09" West, 6.21 feet; thence North 45°14'51" West, 5.05 feet; thence South 89°45'09" West, 7.90 feet; thence North 00°14'51" West, 31.91 feet; thence South 89°45'09" West, 20.00 feet; thence South 00°14'51" East, 31.91 feet; thence South 89°45'09" West, 78.48 feet; thence North 00°14'51" West, 47.18 feet; thence North 89°45'09" East, 98.28 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 98.28 feet; thence North 00°14'51" West, 132.92 feet; thence North 89°45'09" East, 16.08 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 109.45 feet; thence North 89°45'09" East, 13.40 feet; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 13.40 feet; thence North 00°14'51" West, 10.46 feet; thence North 89°45'09" East, 92.42 feet; thence South 00°14'51" East, 26.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 26.08 feet; thence North 89°45'09" East, 130.84 feet; thence South 00°14'51" East, 26.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 26.08 feet; thence North 89°45'09" East, 61.84 feet; thence South 00°14'51" East, 10.00 feet; thence North 89°45'09" East, 80.74 feet; thence South 00°14'51" East, 16.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 16.08 feet; thence North 89°45'09" East, 68.59 feet; thence South 86°24'56" East, 60.99 feet; thence South 3°35'04" West, 16.08 feet; thence South 86°24'56" East, 20.00 feet; thence North 3°35'04" East, 16.08 feet; thence South 86°24'56" East, 124.67 feet; thence South 3°35'04" West, 16.11 feet; thence South 86°24'56" East, 20.00 feet; thence North 3°35'04" East, 16.11 feet; thence South 86°24'56" East, 154.51 feet; thence South 3°35'04" West, 16.08 feet; thence South 86°24'56" East, 20.00 feet; thence North 3°35'04" East, 16.08 feet; thence South 86°24'56" East, 134.78 feet; thence South 3°35'04" West, 12.69 feet; thence South 86°24'56" East, 20.38 feet to the Point of Beginning.

**LESS AND EXCEPT THEREFROM:**

**COMMENCE** at aforesaid **REFERENCE POINT D**; thence North 30°35'58" West, 34.19 feet to the **POINT OF BEGINNING**; thence South 22°15'09" West, 10.28 feet; thence South 89°45'09" West, 24.04 feet; thence South 00°14'51" East, 79.50 feet; thence South 89°45'09" West, 7.54 feet; thence South 00°14'51" East, 29.00 feet; thence South 89°45'09" West, 327.76 feet; thence North 00°14'51" West, 61.65 feet; thence North 89°45'09" East, 36.08; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 26.08 feet; thence North 00°14'51" West, 6.85 feet; thence North 89°45'09" East, 10.00 feet; thence North 00°14'51" West, 97.49 feet; thence North 89°45'09" East, 16.08; thence North 00°14'51" West, 20.00 feet; thence South 89°45'09" West, 16.08 feet; thence North 00°14'51" West, 48.43 feet; thence North 89°45'09" East, 16.43 feet; thence North 00°14'51" West, 16.91 feet; thence North 89°45'09" East, 81.67 feet; thence South 45°14'51" East, 133.12 feet; thence North 89°45'09" East, 63.81 feet; thence South 00°14'51" East, 7.08 feet; thence North 89°45'09" East, 20.00 feet; thence North 00°14'51" West, 7.08 feet; thence North 89°45'09" East, 8.06 feet; thence South 45°14'51" East, 9.07 feet; thence South 00°14'51" East, 20.00 feet; thence North 89°45'09" East, 16.72 feet; thence North 44°45'09" East, 2.50 feet; thence South 45°14'51" East, 48.84 feet to the Point of Beginning.

Said lands lying and situate in the City of Miramar, Broward County, Florida, and containing 4.3276 acres (188,509 square feet) in aggregate, more or less.

THIS DRAWING IS NOT VALID WITHOUT SHEETS 1-3 & 5-7



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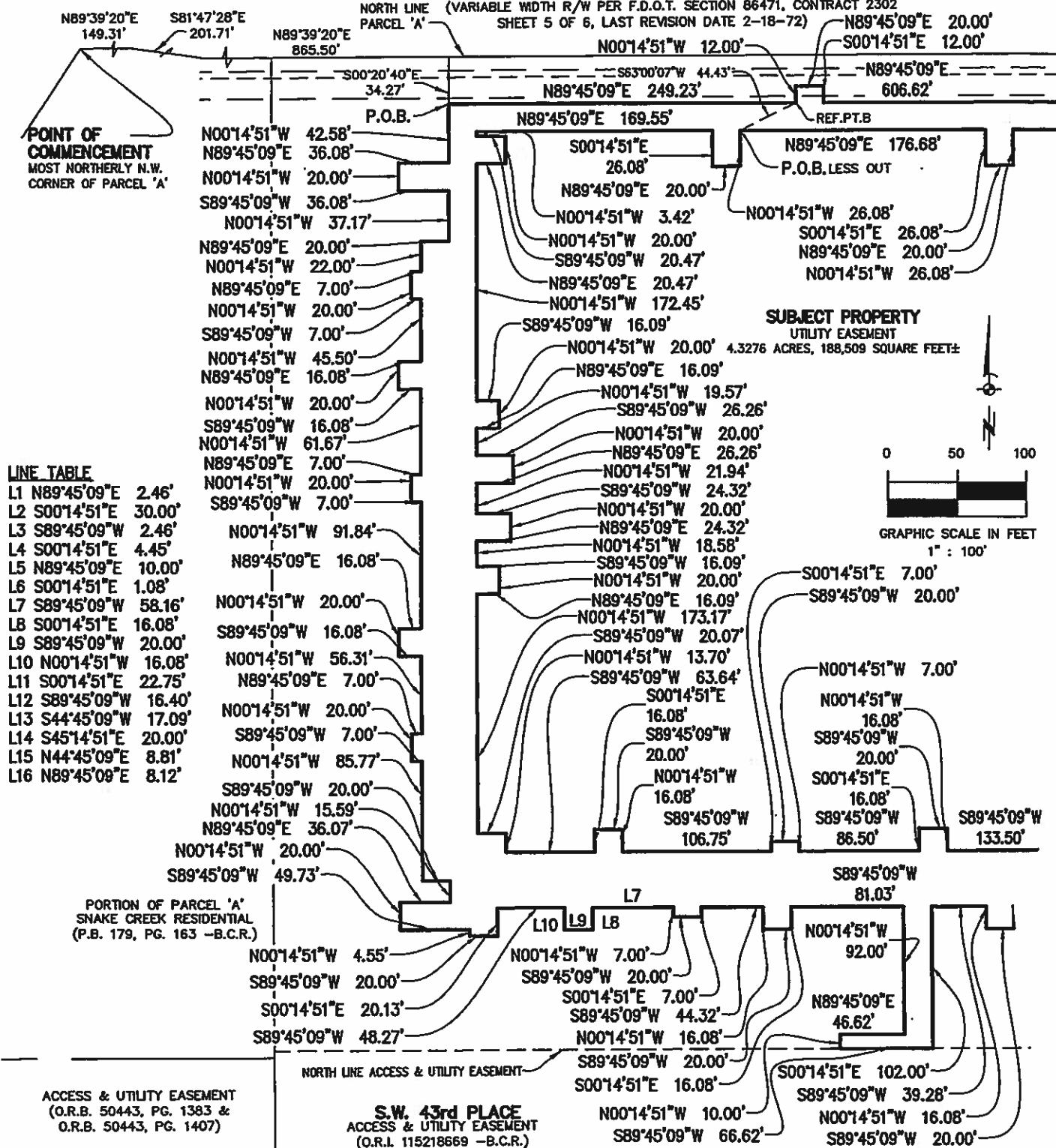
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www.suntecheng.com

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Phone (954) 777-3123  
Fax (954) 777-3114

3845Sk13w-s.dwg  
JOB No:

17-3845

## HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE

(VARIABLE WIDTH R/W PER F.D.O.T. SECTION 86471, CONTRACT 2302  
SHEET 5 OF 6, LAST REVISION DATE 2-18-72)

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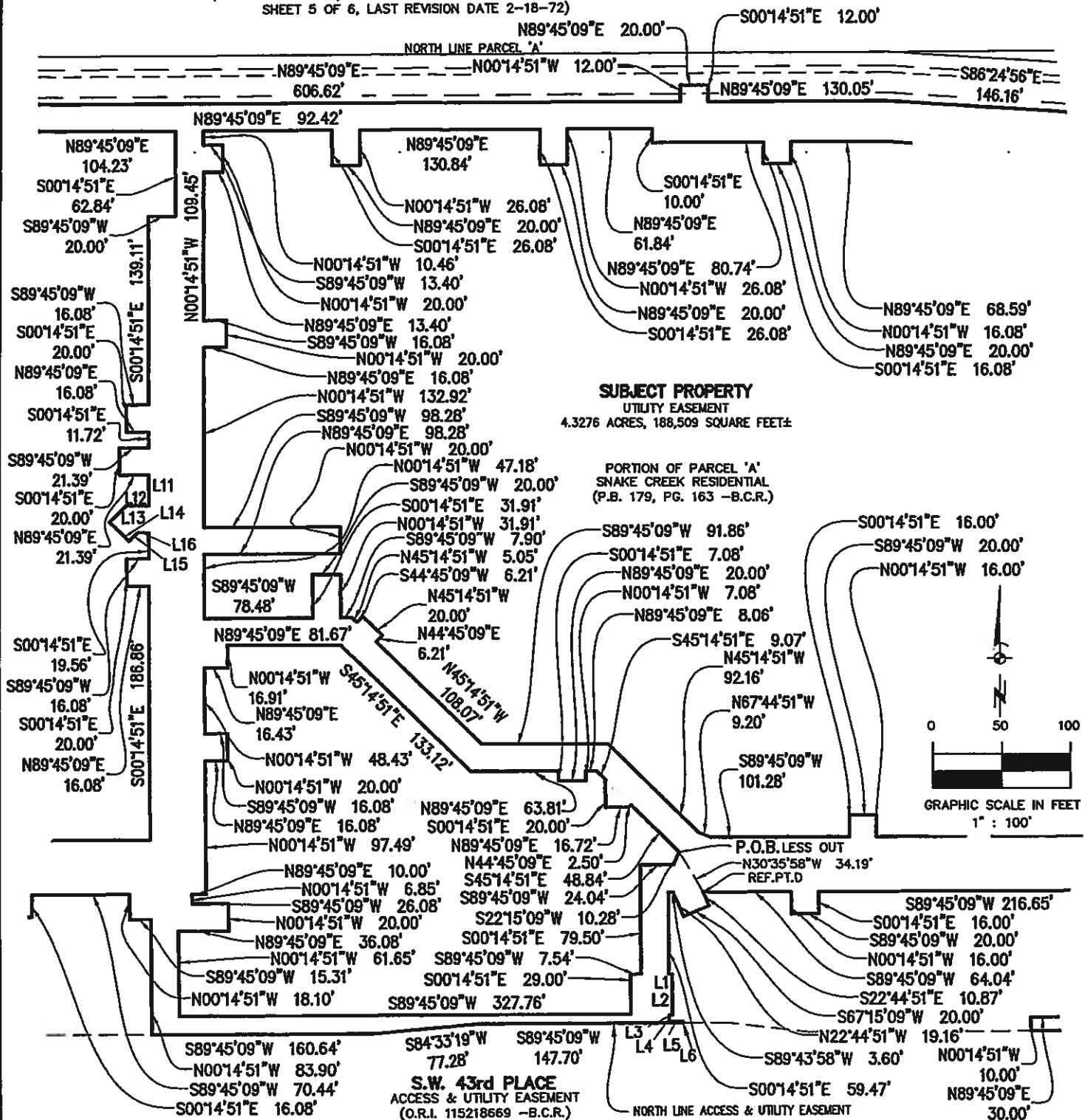
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JOB No.:

17-3845

**HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE**  
(VARIABLE WIDTH R/W PER F.D.O.T. SECTION 86471, CONTRACT 2302  
SHEET 5 OF 6, LAST REVISION DATE 2-18-72)



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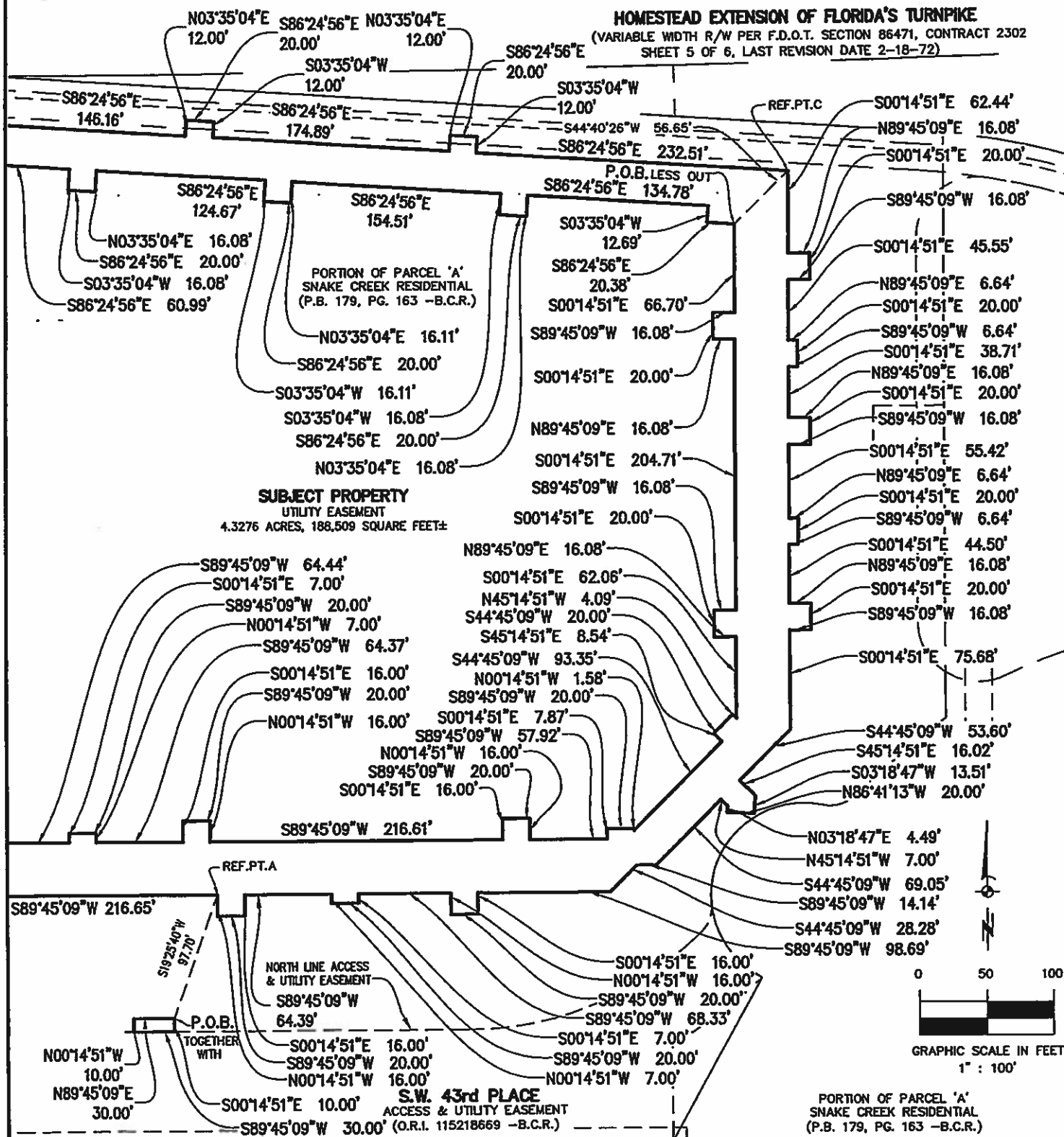
B.C.R. BROWARD COUNTY RECORDS  
D.C.R. MIAMI-DADE COUNTY RECORDS  
L.B. LICENSED BUSINESS  
O.R.B. OFFICIAL RECORDS BOOK  
P.B. PLAT BOOK  
P.G. PAGE  
P.S.M. PROFESSIONAL SURVEYOR & MAPPER  
F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION

NO. NUMBER  
R RADIUS  
△ CENTRAL ANGLE  
L ARC LENGTH  
R/W RIGHT-OF-WAY  
NVAL NON-VEHICULAR ACCESS LINE  
O.R.I. OFFICIAL RECORDS INSTRUMENT  
P.O.B. POINT OF BEGINNING

3845Sk13w-s.dwg

JOB No.:  
**17-3845**

# HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE (VARIABLE WIDTH R/W PER F.D.O.T. SECTION 86471, CONTRACT 2302 SHEET 5 OF 6, LAST REVISION DATE 2-18-72)



THIS DRAWING IS NOT VALID WITHOUT SHEETS 1-7



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Phone (954) 777-3123  
Fax (954) 777-3114

## KEY TO ABBREVIATIONS LEGEND

B.C.R.	BROWARD COUNTY RECORDS
D.C.R.	MIAMI-DADE COUNTY RECORDS
L.B.	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION

NO.	NUMBER
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
R/W	RIGHT-OF-WAY
NVAL	NON-VEHICULAR ACCESS LINE
O.R.I.	OFFICIAL RECORDS INSTRUMENT
P.O.B.	POINT OF BEGINNING

3845Sk13w-a.dwg

JOB No.:

17-3845

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

THIS INSTRUMENT PREPARED BY:  
Mike Gai

Sun-Tech Engineering, Inc  
4577 Nob Hill Road Suite 102  
Sunrise, Florida 33351

Property Appraiser's Parcel  
Identification No. 514036030014

**WARRANTY DEED**

THIS INDENTURE, made this 29<sup>th</sup> day of June, A.D. 2020, by and between FC Miramar Phase II, LLC, a Florida Limited Liability Company, having its principal address at 2199 Ponce DeLeon Blvd. Suite 201 Coral Gables, Florida 33134, as "Grantor" and, party of the first part, and the **CITY OF MIRAMAR**, a Florida Municipal Corporation, and its successors in interest, as "Grantee" and party of the second part, whose address is 2300 Civic Center Place, Miramar, FL 333025.

**WITNESSETH:**

THAT the said party of the first part as Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), to it in hand paid by the party of the second part as Grantee, the receipt whereof is hereby acknowledged, and other good and valuable considerations, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto the party of the second part as Grantee, its successors, and assigns in interests, forever, the following described real property, located and situate in the County of Broward, State of Florida, to wit:

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

The property described herein does not constitute the constitutional homestead of the Grantor herein.

TITLE TO THE PROPERTY DESCRIBED HEREIN HAS  
NEITHER BEEN EXAMINED OR APPROVED BY THE CITY  
OF MIRAMAR OR WEISS SEROTA HELFMAN COLE &  
BIERMAN, P.L., CITY ATTORNEY.

This deed is given subject to taxes accruing on or subsequent to January 1, 2020;

TOGETHER WITH ALL the tenements, hereditaments, and appurtenances  
thereto belonging or in anyway appertaining.

TO HAVE AND TO HOLD unto the same in fee simple forever.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully  
seized of said land in fee simple; that the Grantor has good right and lawful authority to  
sell and convey said land; that the Grantor does hereby fully warrant the title to the said  
land and will defend the same against the lawful claims of all persons whomsoever; and  
that said land is free of all encumbrances, except the encumbrance set forth above.

IN WITNESS WHEREOF, the said party of the first part, has executed this instrument the day and year first above written.

Signed, Sealed, Attested  
and Delivered in our presence:

[Signature]  
Print Name: Lisette Saballos  
Address: 2199 Ponce De Leon Blvd  
Ste # 201, Coral Gables, FL 33134

[Signature]  
Print Name: Michael J. Getz  
Address: 2199 Ponce De Leon Blvd  
Ste #201, Coral Gables, FL 33134

FC Miramar Phase II, LLC  
A Florida Limited Liability Company

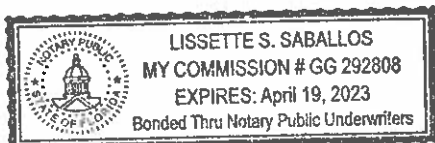
By: [Signature]  
Name: Juan Porro  
Title: Vice President

### ACKNOWLEDGMENT

STATE OF Florida )  
COUNTY OF Miami-Dade )

THE FOREGOING INSTRUMENT was acknowledged before me this 30 day of  
June, 2020, by Juan Porro as  
Vice-President of FC Miramar Phase II, LLC, a  
Florida limited liability company, on behalf of the                     . He/she,  
personally known to me (✓) or has produced                     , as  
identification.

SEAL



My Commission Expires: April 19, 2023

[Signature]  
NOTARY PUBLIC

Lisette Saballos  
Print or Type Name of Notary Public



**NO-LIEN, POSSESSION AND AFFIDAVIT**

STATE OF Florida )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, personally appeared ("Affiant") who being first duly sworn upon oath, deposes and says:

1. That the Affiant is the Vice President of FC Miramar Phase II, LLC, a Florida limited liability company (the "Grantor").

2. That the Grantor is the owner of fee simple title to the real property located in Broward County, Florida, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof ("Property").

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

4. 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.

5. 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.

6. That the Property is free and clear of all mortgages, liens, taxes, assessments, fees, and encumbrances whatsoever, except for real estate taxes accruing subsequent to \_\_\_\_\_, 20\_\_\_\_ [Date of Conveyance].

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

8. That there are no actions or proceedings now pending in any state or federal

court to which the Grantor is a party that would affect the Grantor and/or title to the Property or any portion thereof.

9. That the Grantor is not in bankruptcy or subject to bankruptcy, and there has been no action filed to place the Grantor in receivership.

10. That to the best of Affiant's knowledge there are no unrecorded easements or claims of easements affecting the Property or any portion thereof.

11. That the Property does not constitute all or substantially all of the assets of the Grantor.

12. That there are no matters pending against the Grantor that could give rise to a lien that would attach to the Property or any portion thereof between \_\_\_\_\_, 20\_\_\_\_, and the recording of the Deed or Easement from the Grantor to the City of Miramar, a Florida Municipal Corporation ("Grantee") and that the Grantor has not and will not execute any instrument that would adversely affect the title to or transfer of the Property or any portion thereof from the Grantor to Grantee.

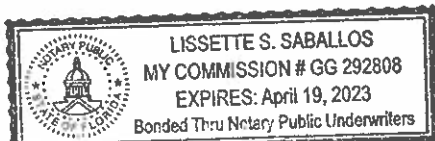
13. Affiant recognizes that Grantee is materially relying on the veracity of the contents of this Affidavit, and that this Affidavit is being given for the purpose of inducing Grantee to accept a dedication of the Property from the \_\_\_\_\_.

FURTHER AFFIANT SAYETH NAUGHT.

Type Name: Juan Porro  
Title: Vice President FC Miramar Phase II, LLC  
And Individually

Sworn to and subscribed before me this 30 day of June, 2020, who (check one) [☒] is personally known to me or [☐] has produced \_\_\_\_\_ as identification.

SEAL



My Commission Expires: April 19, 2023

NOTARY PUBLIC

Lissette Saballos  
Print or Type Name of Notary Public

### 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 \_\_\_\_\_ dated \_\_\_\_\_ and issued under No. \_\_\_\_\_ covering the period from the beginning to the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at the hour of \_\_\_\_\_, inclusive, of the following described property:

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

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

Subject to the following encumbrances, liens and other exceptions:

1. RECORDED MORTGAGES (including but not limited to Assignments of Leases, Rents, and Profits and UCC-1 Financing Statements):
2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:
3. GENERAL EXCEPTIONS:
  - a. Taxes for 20\_\_\_\_ 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 that 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 \_\_\_\_\_ is properly created as a \_\_\_\_\_ in the State of \_\_\_\_\_; 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.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
	Owner	
	Mortgagee	

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

<u>Number</u>	<u>Company Certifying</u>	<u>No. of Entries</u>	<u>Period Covered</u>
---------------	---------------------------	-----------------------	-----------------------

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Florida Bar No.: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

**DESCRIPTION** Lift Station Easement**EXHIBIT A'**

An Easement lying over and across a portion of Parcel 'A', **SNAKE CREEK RESIDENTIAL**, according to the Plat thereof, as recorded in Plat Book 179, Page 163 of the Public Records of Broward County, Florida, being more particularly described as follows:

**COMMENCE** at the northwest corner of Parcel 'B' as shown on said Plat; thence along the North line of said Parcel B, North 89°39'20" East, 688.74 feet to its intersection with the northwesterly line of said Parcel 'A'; thence along the North line of said Parcel 'A', the following four (4) courses; (1) North 32°15'08" East, 65.28 feet; (2) thence North 89°39'20" East, 149.31 feet; (3) South 81°47'28" East, 201.71 feet; (4) North 89°39'20" East, 738.56 feet; thence South 00°14'51" East, 676.39 feet; thence North 89°45'09" East, 965.22 feet to the **POINT OF BEGINNING**; thence continue North 89°45'09" East, 30.00 feet; thence South 00°14'51" East, 30.00 feet; thence South 89°45'09" West, 30.00 feet; thence North 00°14'51" West, 30.00 feet to the Point of Beginning

Said lands lying and situate in the City of Miramar, Broward County, Florida, and containing 0.0207 acres, (900 square feet) more or less.

**SURVEYOR'S NOTES**

- Measurements shown hereon are expressed in feet and decimal parts thereof.
- Sun-Tech Engineering, Inc. reserves the right to utilize any and all information obtained in the preparation of this Survey, including Sketch of Description for any other purposes.
- This drawing may not be reproduced in whole or in part without the permission of Sun-Tech Engineering, Inc. Additions or deletions to the Sketch by other than the signing party is prohibited without the written consent of the signing party.
- This drawing is not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
- This sketch and description consists of 2 Sheets and each sheet shall not be considered full, valid and complete unless attached to each other.
- The certification contained herein is applicable to the preparation date or latest revision date, whichever applicable.
- Sources of information used in the preparation of this Sketch and Description are as follows:
  - Plat of SNAKE CREEK RESIDENTIAL, Plat Book 179, Page 163;
  - Paving, Grading and Drainage Plan prepared by Sun-Tech Engineering, Inc., Job No. 17-3845.
- Sun-Tech Engineering, Inc. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Agriculture and Consumer Affairs and Professional Regulation, License No. LB.7019, pursuant to the provisions of Chapter 472, Florida Statutes.
- The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
- Bearings shown hereon are based on the Craven Thompson, Inc., Resurvey of all of Township 50 South, Range 40 East, (M.P.B. 6, Pg. 40), and are relative to the North line of Section 36-51-40, bearing South 89°39' 20" West.

**SURVEYOR'S CERTIFICATION**

DATE	REVISION	BY	CHK.

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

Sun-Tech Engineering, Inc.  
Date of Preparation: April 20, 2020.

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

7.27.2020

Date

3745SK14is.dwg

JOB No.:

17-3845



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

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

## KEY TO ABBREVIATIONS LEGEND

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

N.E. CORNER OF THE N.W. 1/4  
 CORNER OF SECTION 36-51-40

S89°39'20"W

NORTH LINE OF SECTION 36-51-40

## POINT OF COMMENCEMENT

N.W. CORNER OF  
 PARCEL 'B'

NORTH LINE PARCEL 'A'

**HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE**  
 (VARIABLE WIDTH R/W PER F.D.O.T. SECTION 86471, CONTRACT 2302  
 SHEET 5 OF 6, LAST REVISION DATE 2-18-72)

F.D.O.T. LIMITED  
 ACCESS LINE (TYP)

L1, L2, L3, L4, L5

15' UTILITY EASEMENT  
 25' LANDSCAPE BUFFER EASEMENT

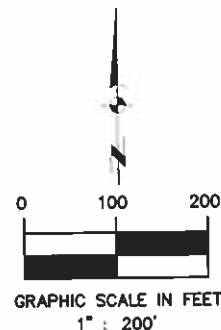
NORTH LINE PARCEL 'A'

NORTH LINE PARCEL 'B'

NORTHWESTERLY  
 LINE PARCEL 'A'

S00°14'51"E  
 676.39'

PORTION OF  
 PARCEL 'A'  
 SNAKE CREEK RESIDENTIAL  
 (P.B. 179, PG. 163 -B.C.R.)



**SUBJECT PROPERTY**  
 LIFT STATION EASEMENT  
 0.0207 ACRES, 900 SQUARE FEET±

POINT OF  
 BEGINNING

N89°45'09"E  
 965.22'

N89°45'09"E  
 30.00'

S00°14'51"E  
 30.00'

N00°14'51"W  
 30.00'

S89°45'09"W  
 30.00'

SOUTH LINE PARCEL 'A'

**S.W. 43rd PLACE  
 (FLAMINGO ROAD  
 ACCESS ROAD)**

ACCESS & UTILITY EASEMENT  
 (O.R.I. 115218669)

NOT VALID WITHOUT SHEET 1

## LINE TABLE

L1 N89°39'20"E 688.74'  
 L2 N32°15'08"E 65.28'  
 L3 N89°39'20"E 149.31'  
 L4 S81°47'28"E 201.71'  
 L5 N89°39'20"E 738.56'

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

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

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

3845Sx14LS.dwg

JOB No.:

**17-3845**

**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 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 Insurance Company dated May 31, 2019 and issued under No. OF6-4192591 covering the period from the beginning to the 31<sup>st</sup> day of May, 2019, at the hours of 4:19 PM, inclusive, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-2 U1 covering the period from May 21, 2019 through June 24, 2019, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-3 U2 covering the period from June 25, 2019 through July 6, 2019, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-4 U3 covering the period from July 6, 2019 through July 26, 2019, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-5 U4 covering the period from July 27, 2019 through August 28, 2019, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-6 U5 covering the period from August 29, 2019 through September 30, 2019, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-7 U6 covering the period from October 1, 2019 through October 27, 2019, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-9 U7 covering the period from October 28, 2019 through November 25, 2019, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-10 U8 covering the period from November 26, 2019 through January 4, 2020, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-12 U9 covering the period from January 5, 2020 through January 30, 2020, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-13 U10 covering the period from January 31, 2020 through March 2, 2020, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-14 U11 covering the period from March 3, 2020 through April 11, 2020, and an Attorneys' Title Fund Services, LLC computer title update no. 656805-15 U12 covering the period from April 12, 2020 through April 20, 2020, inclusive, of the following described real property:

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

Said lands situate lying and being in 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:

FC MIRAMAR PHASE II, LLC, a Florida limited liability company.

FCI Residential Corporation, a Florida corporation, as Manager of FC Miramar Phase II, LLC, a Florida limited liability company, is authorized to sign on behalf of FC Miramar Phase II, LLC, a Florida limited liability company. Juan C. Porro is authorized to sign as Vice-President on behalf of FCI Residential Corporation, a Florida corporation.



Subject to the following encumbrances, liens and other exceptions:

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

- a. Florida Real Estate Mortgage, Assignment Of Leases And Rents And Security Agreement in the sum of \$54,145,0000.00 from FC Miramar Phase II, LLC, a Florida limited liability company, to Regions Bank, an Alabama banking corporation, dated 5/29/19 and recorded 5/31/2019 under Instrument Number 115840379 of the Public Records of Broward County, Florida.
- b. UCC-1 Financing Statement from FC Miramar Phase II, LLC, a Florida limited liability company, to Regions Bank, an Alabama banking corporation, recorded 5/31/2019 under Instrument Number 115840380 of the Public Records of Broward County, Florida.
- c. Collateral Assignment Of Developer's Rights, Water And Sewer Connections And Impact Fee Credits from FC Miramar Phase II, LLC, a Florida limited liability company, to Regions Bank, an Alabama banking corporation, dated 5/29/19 recorded 5/31/2019 under Instrument Number 115840381 of the Public Records of Broward County, Florida.

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS & JUDGMENTS:**

None.

3. **GENERAL EXCEPTIONS:**

- a. Taxes for 2020 and subsequent years and taxes or special assessments which are not shown as existing liens in 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 efforts of man.

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

- I. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.

FJP

- II. Any lien provided by County Ordinance or by Chapter 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.
- III. Easements, dedications and all matters contained on the Plat of SNAKE CREEK RESIDENTIAL, as recorded in Plat Book 179, Page 163, together with Agreement for Amendment of Notation on Plat recorded in Instrument Number 112847995 and Instrument Number 115333336, Public Records of Broward County, Florida.
- IV. Right-of-Way Agreements with Florida Power & Light Company, as recorded in O.R. Book 222, Page 404 and O.R. Book 2222, Page 704, Public Records of Broward County, Florida.
- V. Agreement with Everglades Pipeline Company, as recorded in O.R. Book 1202, Page 31, together with Assignment and Assumption of Rights of Way recorded in O.R. Book 14340, Page 52 as affected by Encroachment Agreement recorded under Instrument Number 112882870, Public Records of Broward County, Florida.
- VI. South Broward Drainage District Resolution No. 2000-06, as recorded in O.R. Book 31125, Page 1113, Public Records of Broward County, Florida.
- VII. Traffic Concurrency Agreement with Broward County and the City of Miramar, as recorded in O.R. Book 33864, Page 1468, Public Records of Broward County, Florida, which contains restrictions and establishes fees and lien rights.
- VIII. Easements in favor of Florida Power & Light Company, as recorded in O.R. Book 41224, Page 928, and O.R. Book 41644, Page 397, Public Records of Broward County, Florida.
- IX. Educational Mitigation Agreement recorded in O.R. Book 42694, Page 1999 as amended under Instrument Number 115347076, Public Records of Broward County, Florida which contains conditions and establishes fees.
- X. City of Miramar Resolution No. 08-169, as recorded in O.R. Book 45439, Page 9, Public Records of Broward County, Florida.
- XI. Agreement in Lieu of Park Dedication, as recorded in O.R. Book 45439, Page 20, Public Records of Broward County, Florida, which contains conditions and establishes fees.
- XII. Service Agreement for Water and Sanitary Sewage Facilities for Snake Creek Residential Plat, as recorded in O.R. Book 47881, Page 366, together with Partial Release of Service Agreement recorded in O.R. Book 48119, Page 1428,

Public Records of Broward County, Florida, which contains conditions and establishes fees.

XIII. Security/Lien Agreement Installation of Required Improvements recorded in O.R. Book 47884, Page 1974 as affected by partial release recorded under Instrument Number 114132615, Public Records of Broward County, Florida.

XIV. Covenants, conditions, and restrictions for SNAKE CREEK HOMEOWNERS ASSOCIATION, INC., as recorded in O.R. Book 47913, Page 1069, amended in O.R. Book 50443, Page 1383, and in Instrument Number 113854921, and in Instrument Number 114470407, of the Public Records of Broward County, Florida, which contain conditions, easements and assessments and establishing lien rights.

XV. Traffic Signalization Agreement recorded in O.R. Book 48020, Page 103, Public Records of Broward County, Florida, which contains conditions.

XVI. Cost sharing for construction and signalization, maintenance and signage rights together with easements for ingress, egress, utilities, drainage and flowage purposes in common with others contained in Road Construction and Access, Utility, Drainage and Signage Easement Agreement recorded in O.R. Book 50443, Page 1407, Public Records of Broward County, Florida.

XVII. Ordinance amending Master Development Order for the East Miramar Areawide DRI recorded in O.R. Book 41611, Page 673, Public Records of Broward County, Florida.

XVIII. Rights, duties, obligations and easements contained in Road Construction, Access and Utility, and Drainage and Flowage Easement Agreement recorded in Instrument Number 114184277, Public Records of Broward County, Florida which establishes fees.

XIX. Terms, conditions and obligations contained in Access and Excavation Easement recorded in Instrument Number 114184278, Public Records of Broward County, Florida.

XX. Terms, conditions and obligations contained in Access and Excavation Easement recorded in Instrument Number 114184279, Public Records of Broward County, Florida.

XXI. Recorded Notice of Environmental Resource Permit recorded in Instrument Number 112776493, Public Records of Broward County, Florida.

XXII. Rights of tenants under unrecorded leases, if any.

- XXIII. Access and Utility Easement Agreement from Ansin Group, Ltd., a Florida limited partnership, to FC Miramar Phase II, LLC, a Florida limited liability company, recorded July 24, 2018 under Instrument Number 115218669, Public Records of Broward County, Florida.
- XXIV. Declaration of Restrictions by Ansin Group, Ltd., a Florida limited partnership recorded July 24, 2018 under Instrument Number 115218667, Public Records of Broward County, Florida, containing covenants.
- XXV. Deed Restrictions in Statutory Warranty Deed from Ansin Group, Ltd., a Florida limited partnership, to FC Miramar Phase II, LLC, a Florida limited liability company, recorded July 24, 2018 under Instrument Number 115218668, Public Records of Broward County, Florida.
- XXVI. Temporary Access, Excavation And Muck Removal Easement Agreement from FC Miramar Phase II, LLC, a Florida limited liability company, to Ansin Group, Ltd., a Florida limited partnership, recorded July 24, 2018 under Instrument Number 115218670, Public Records of Broward County, Florida.
- XXVII. Access And Utility Agreement recorded in O.R. Book 47913, Page 1102, of the Public Records of Broward County, Florida.
- XXVIII. Development Order of the City Of Miramar dated March 17, 1993, and Development Order for Increment II of the DRI enacted under Miramar Ordinance Number 02-16 adopted July 3, 2002 and recorded on July 22, 2002 in O.R. Book 33484, Page 1792, of the Public Records of Broward County, Florida.
- XXIX. Easement to the City Of Miramar for constructing, reconstructing, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing and inspecting water transmission and distribution facilities recorded in Instrument Number 114840846, Public Records of Broward County, Florida.
- XXX. Resolution No. 18-119 of the City of Miramar which approves the Proposed Site Plan for Catalina at Miramar recorded in Instrument Number 115148429, Public Records of Broward County, Florida.
- XXXI. Bill of Sale for water and sewer lines recorded in Instrument Number 115149579, Public Records of Broward County, Florida.
- XXXII. Park Agreement – Fee in Lieu of Land, Catalina at Miramar recorded under Instrument Number 115416950, Public Records of Broward County, Florida.
- XXXIII. Drainage Easement to South Broward Drainage District recorded in Instrument Number 113931985, Public Records of Broward County, Florida.

- XXXIV.Easement to the City of Miramar for utilities and vehicular and pedestrian ingress and egress recorded in Instrument Number 114840849, Public Records of Broward County, Florida.
- XXXV.Encroachments, encumbrances, violations, variations, or adverse circumstances, actually shown on the survey prepared by Sun-Tech Engineering, Inc., dated November 15, 2018, last revised on March 4, 2019 and and June 4, 2019, bearing Job # 17-3845: Wire fence that runs along the west boundary encroaches into the platted Utility Easement and Landscape Buffer Easement long the north boundary line and the platted Utility Easement along the south boundary line and into the Utility Easement recorded under Instrument Number 114840846 and Drainage Easement No. 5 recorded under Instrument Number 113931985 and the Access and Utility Easement recorded under Instrument Number 115218669; wire fence near the east boundary encroaches into the platted Utility Easement and Landscape Buffer Easement along the north boundary line and the platted Utility Easement along the south boundary line and the Access and Utility Easement recorded under Instrument Number 115218669 and the Excavation Easement Area recorded under Instrument Number 115218670.
- XXXVI.City of Miramar Resolution No. 19-33 approving a conditional use permit for removal of fill recorded in Instrument Number 115535638, Public Records of Broward County, Florida.
- XXXVII.Any loss or damage by reason of any rights, easements, interests, claims, encroachment, encumbrance, violation, variation, adverse circumstances, overlaps, boundary line disputes, and any other matters which may exist by reason of, or reflected by, the matters and facts shown on the Survey prepared by Sun-Tech Engineering, Inc., dated 8/17/17, bearing Job # 17-3845.
- XXXVIII.Notice Of Commencement filed by FC Miramar Phase II, LLC, a Florida limited liability company, recorded 6/7/2019 under Instrument Number 115855576 of the Public Records of Broward County, Florida.
- XXXIX.Notice Of Commencement filed by FC Miramar Phase II, LLC, a Florida limited liability company, recorded 6/13/2019 under Instrument Number 115868552 of the Public Records of Broward County, Florida.
- XL.Notice Of Commencement filed by FC Miramar Phase II, LLC, a Florida limited liability company, recorded 6/13/2019 under Instrument Number 115868553 of the Public Records of Broward County, Florida.
- XLI.Service Agreement For Water And Sanitary Sewage Facilities between the City Of Miramar and FC Miramar Phase II, LLC, a Florida limited liability company,

recorded 7/11/2019 under Instrument Number 115921941 of the Public Records of Broward County, Florida.

XLII. Notice Of Commencement filed by FC Miramar Phase II, LLC, a Florida limited liability company, recorded 10/2/2019 under Instrument Number 116089007 of the Public Records of Broward County, Florida.

XLIII. Memorandum Of Ground Lease Agreement between FC Miramar Phase II, LLC, a Florida limited liability company, and EATMIRA II, LLC, a Florida limited liability company, recorded 12/26/2019 under Instrument Number 116256202 of the Public Records of Broward County, Florida.

XLIV. Underground Easement (Business) filed by FC Miramar Phase II, LLC, a Florida limited liability company, in favor of Florida Power & Light Company recorded 2/18/20 under Instrument Number 116355737 of the Public Records of Broward County, Florida.

XLV. Taxes for the year 2020 and subsequent years, which are not yet due and payable.]

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 FC MIRAMAR PHASE II, LLC, a Florida limited liability company, is a 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 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.

<u>NAME</u>	<u>INTEREST</u>	<u>SPECIAL EXCEPTION NUMBER</u>
FC MIRAMAR PHASE II, LLC, a Florida limited liability company.	Owner.	Owner.
FCI Residential Corporation, a Florida corporation, as Manager of FC Miramar Phase II, LLC, a Florida limited liability company, is authorized to sign on behalf of FC Miramar Phase II, LLC, a Florida limited liability company. Juan C. Porro is authorized to sign as Vice-President on behalf of FCI Residential Corporation, a Florida corporation.		
REGIONS BANK, an Alabama banking corporation	Mortgagee.	Mortgagee.

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

<u>NUMBER</u>	<u>COMPANY CERTIFYING</u>	<u>NO OF ENTRIES</u>	<u>PERIOD COVERED</u>
OF6-4192591	Old Republic National Title Ins. Co.	1	Through 5/31/19
656805-2 U1	Attorneys' Title Fund Services, LLC	1	From 5/21/19 Through 6/24/19
656805-3 U2	Attorneys' Title Fund Services, LLC	1	From 6/25/19 Through 7/6/19
656805-4 U3	Attorneys' Title Fund Services, LLC	1	From 7/6/19 Through 7/26/19
656805-5 U4	Attorneys' Title Fund Services, LLC	1	From 7/27/19 Through 8/28/19
656805-6 U5	Attorneys' Title Fund Services, LLC	1	From 8/29/19 Through 9/30/19
656805-7 U6	Attorneys' Title Fund Services, LLC	1	From 10/1/19 Through 10/27/19
656805-9 U7	Attorneys' Title Fund Services, LLC	1	From 10/28/19 Through 11/25/19

656805-10 U8 Attorneys' Title Fund Services, LLC	1	From 11/26/19 Through 1/4/20
656805-12 U9 Attorneys' Title Fund Services, LLC	1	From 1/5/20 Through 1/30/20
656805-13 U10 Attorneys' Title Fund Services, LLC	1	From 1/31/20 Through 3/2/20
656805-14 U11 Attorneys' Title Fund Services, LLC	1	From 3/3/20 Through 4/11/20
656805-15 U12 Attorneys' Title Fund Services, LLC	1	From 4/12/20 Through 4/20/20

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<sup>th</sup> day of April, 2020.

  
\_\_\_\_\_  
FERNANDO J. PORTUONDO, ESQ.  
Name

\_\_\_\_\_  
FERNANDO J. PORTUONDO, P.A.  
Firm Name

\_\_\_\_\_  
2121 Ponce De Leon Boulevard  
Suite 950  
Coral Gables, FL 33134  
Address

\_\_\_\_\_  
0062383  
Florida Bar No.



STATE OF FLORIDA            )  
  )   SS  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of April, 2020 by FERNANDO J. PORTUONDO, ESQ., who (check one) ☒ is personally known to me or ☐ has produced \_\_\_\_\_, as identification.

Flavia M. Belleau  
NOTARY PUBLIC, State of Florida

My Commission Expires:

Flavia M. Belleau  
Print Name



## JOINDER AND CONSENT OF MORTGAGEE

**REGIONS BANK**, an Alabama banking corporation, herein called the “Mortgagee”, the owner and holder of that certain Florida Real Estate Mortgage, Assignment Of Leases And Rents And Security Agreement in the sum of \$54,145,0000.00 from **FC MIRAMAR PHASE II, LLC**, a Florida limited liability company, as Mortgagor, to **REGIONS BANK**, an Alabama banking corporation, as Mortgagee, dated 5/29/19 and recorded 5/31/2019 under Instrument Number 115840379 of the Public Records of Broward County, Florida, encumbering the property described in Exhibit A hereto, hereby joins and consents to the foregoing Deed from **FC MIRAMAR PHASE II, LLC**, a Florida limited liability company, as Grantor, to the **CITY OF MIRAMAR**, a Florida Municipal Corporation, as Grantee.

Executed in the presence of the persons whose names appear below on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**REGIONS BANK,**  
an Alabama banking corporation

**WITNESSES:**

(Signature of Witness)

**By:**

Print Name: Mercedes Montalvo  
Title: Senior Vice President

Daniela F. Frias  
(Print Name of Witness)


(Signature of Witness)

Patricia Kahoro Nguema  
(Print Name of Witness)

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29<sup>th</sup> day of April, 2020 by Mercedes Montalvo, as Senior Vice President of Regions Bank, an Alabama banking corporation, , on behalf of the corporation. He/she ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.



  
 Print or Stamp Name: Rosa Miralles  
 Notary Public, State of Florida at Large  
 Commission No.: GG 229554  
 My Commission Expires: June 18, 2022

**MAINTENANCE BOND FOR IMPROVEMENTS**BOND No.: K15480968MAINTENANCE BOND GIVEN BY: FC MIRAMAR PHASE II, LLCAND FEDERAL INSURANCE COMPANY

TO THE CITY OF MIRAMAR.

Maintenance bond given by FC MIRAMAR PHASE II, LLC,as PRINCIPAL, a Limited Liability Company existing under the laws of the State ofFlorida, of 2199 Ponce De Leon Blvd.

(Address)

Suite 201, City of Coral GablesCounty of Miami-Dade, State of Florida,

AND

FEDERAL INSURANCE COMPANY, as SURETY, a surety company and/or insurance company incorporated under the laws of the State of Indiana, or a partnership pursuant to the laws of the State of \_\_\_\_\_ 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 FC MIRAMAR PHASE II, LLCas PRINCIPAL and FEDERAL INSURANCE COMPANYas SURETY, a corporation incorporated under the law of the State of Indiana,

or a \_\_\_\_\_ partnership under the laws of the State of \_\_\_\_\_

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 **Three Hundred Seventy Thousand Five Hundred Sixty Four and 31/100** (United States Dollars) (**\$ 370,564.31**), 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 7<sup>th</sup> day of July, 2020.

WHEREAS, PRINCIPAL has applied to the City for acceptance of certain

**Water, Sewer and Reuse Improvements**  
(Specify type of improvement: water, sewer, reuse, paving, drainage)

subdivision improvements for **Catalina at Miramar**; 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 defective subdivision improvements for **Catalina at Miramar** 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 \_\_\_\_\_  
(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 \_\_\_\_\_ and ending \_\_\_\_\_  
(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:

**FC MIRAMAR PHASE II, LLC**

(SEAL)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President of PRINCIPAL

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
General Partner

**SURETY**

**FEDERAL INSURANCE COMPANY**

(SEAL)

Signed, Sealed and Delivered

By: \_\_\_\_\_

As SURETY

Anne Potter, Attorney-in-Fact

In the Presence of:

\_\_\_\_\_  
Francesca Kazmierczak

\_\_\_\_\_  
Sandra Diaz

**Power of Attorney**

**Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Anne Potter, Nancy Schnee, Valorie Spates and Beverly A. Woolford of Garden City, New York; Debra A. Deming, Sandra Diaz, Cynthia Farrell, Peter Healy, Pablo Garcia Horcajo, Francesca Kazmierczak, Kristine Mendez, Aklima Noorhassan and Frances Rodriguez of New York, New York

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 23<sup>rd</sup> day of May, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 23<sup>rd</sup> day of May, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS  
NOTARY PUBLIC OF NEW JERSEY  
No. 50072400  
Commission Expires November 22, 2022

*Rose Curtis*  
Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 7<sup>th</sup> day of July, 2020.



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



**FEDERAL INSURANCE COMPANY**  
**STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS**

Statutory Basis

JUNE 30, 2019

(in thousands)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments	\$ (476,782)	Outstanding Losses and Loss Expenses	\$ 6,750,802
United States Government, State and Municipal Bonds	4,811,955	Reinsurance Payable on Losses and Expenses	1,232,039
Other Bonds	5,021,431	Unearned Premiums	1,958,666
Stocks	32,020	Ceded Reinsurance Premiums Payable	377,358
Other Invested Assets	930,899	Other Liabilities	868,035
<b>TOTAL INVESTMENTS</b>	<b>10,319,513</b>	<b>TOTAL LIABILITIES</b>	<b>11,186,900</b>
Investments in Affiliates:		Capital Stock	20,880
Great Northern Ins. Co.	389,764	Paid-In Surplus	2,711,473
Vigilant Ins. Co.	337,205	Unassigned Funds	1,399,031
Chubb Indemnity Ins. Co.	177,261	<b>SURPLUS TO POLICYHOLDERS</b>	<b>4,131,484</b>
Chubb National Ins. Co.	178,671		
Chubb European Inv. Holdings, SLP	126,252		
Other Affiliates	89,644		
Premiums Receivable	1,432,840		
Other Assets	2,267,434		
<b>TOTAL ADMITTED ASSETS</b>	<b>\$ 15,318,384</b>	<b>TOTAL LIABILITIES AND SURPLUS</b>	<b>\$ 15,318,384</b>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At June 30, 2019, investments with a carrying value of \$609,132,062 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 30 th day of June, 2019.

Sworn before me this August 27, 2019

  
 Senior Vice President

  
 Notary Public

August 8, 2023  
 My commission expires

Commonwealth of Pennsylvania - Notary Seal  
 Diane Wright, Notary Public  
 Philadelphia County  
 My commission expires August 8, 2023  
 Commission number 1235745  
 Member, Pennsylvania Association of Notaries



## LOCATION MAP



Tax Folio number 514036030014

**SERVICE AGREEMENT FOR WATER AND SANITARY SEWAGE FACILITIES**

**FOR**

Catalina at Miramar

This Service Agreement for Water and Sanitary Sewage Facilities (the "Agreement") is made and entered into this 10 day of July, 2019 by and between the City of Miramar, a municipal corporation of the State of Florida (the "City") whose address is 2300 Civic Center Place, Miramar, Florida and FC Miramar Phase II, LLC. (the "Developer") whose address is 2199 Ponce de León Blvd. Suite 201 Coral Gables, FL 33134. City and Developer shall collectively be referred to in this Agreement as the "Parties".

**RECITALS**

I. The Developer is the owner of real property in the City of Miramar, Broward County, Florida, as more particularly shown and described in the attached Exhibit "A" (the "Property").

II. The Property is suitable for development but is presently without water and sewer facilities.

III. The City owns and operates water and sewer systems throughout the City (the "City's Systems").

IV. The Developer, at its sole cost and expense, is willing to design, construct and install the necessary water mains, valves, fire hydrants, services, firelines, sewage pumping station, force main, gravity sewer mains, manholes, extensions, laterals and other appurtenances necessary to furnish water supply and sewage disposal service to the Property.

V. The City desires to allocate water and sewer treatment plant capacity, if available, for the Property, and to provide water service from the water transmission facilities and sewage disposal service through its sewage transmission facilities in the vicinity of the Property.

VI. Both the City and the Developer recognize that water is a natural resource of limited supply that must be regulated and controlled to assure an adequate supply for all members of the public and that this natural resource must only be the subject of a reasonable beneficial use so that the quantity used is necessary for economic and efficient utilization for a purpose and in a manner that is both reasonable and consistent with the public interest.

VII. Both the Developer and the City recognize that the supply of water and the collection and disposal of sewage by the City for the Property are subject to regulation, prohibition, limitation and restriction by local, state and federal governmental agencies.

VIII. The Developer recognizes and agrees that the City's obligations for the provision of water and for the collection and disposal of sewage for the Property are at all times subject to such governmental regulation, prohibition, limitation and restriction, and that these factors are beyond the control and responsibility of the City.

IX. The Developer recognizes and agrees that the City has existing engineering standards of construction for engineering design specifications, which may be amended from time to time and that must be complied with.

X. The City and the Developer desire to enter into this Agreement setting forth the mutual understandings and undertakings regarding the furnishing of water and sewer service for the Property.

XI. Developer has requested the reservation of 154 Equivalent Residential Connections pursuant to this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, the Parties covenant and agree as follows:

**A. Definitions.**

1. *Department* means the City's Construction and Facilities Management Department.
2. *Director* means the Director of the City's Construction and Facilities Management Department or its authorized representative.
3. *Engineering Standards* means the construction and/or design specifications established by the City's Construction and Facilities Management Department, which are existing at the time of Project detailed engineering design.
4. *Equivalent Residential Connection ("ERC")* shall have the meaning set forth in the City's Code of Ordinances.
5. *On Site Private Facilities* means all water and sewer facilities not conveyed to the City and which are not located within dedicated rights of way or City owned easement areas, including but not limited to all plumbing facilities located on private property. Ownership by the City shall terminate at the outlet side of each water meter or at the property or easement line for sewage facilities.
6. *Plans and Specifications* means the plans, specifications and any other technical data necessary for the construction of the Water and Sewage

Facilities. The Plans and Specifications shall be prepared and certified by a Florida registered professional engineer.

7. *Water and Sewage Facilities* means all the necessary water and sewer facilities to serve the Property, including but not limited to any and all water mains, valves, fittings, fire hydrants, firelines, service connections, service lines, shutoffs, meter boxes, sewage pumping stations, force mains, gravity sewer mains, laterals, manholes, services and all appurtenances thereto necessary for a complete water and sewer system.

**B. Proposed Use.**

The Developer intends to construct 300 multi family apartments clubhouse, and a maintenance building on the Property for a total of 154 ERCs (the "Project").

**C. Developer's Obligations.**

1. **Design.** The Developer, at its sole cost and expense, shall be responsible for designing and preparing the Plans and Specifications in accordance with the existing or as amended Engineering Standards. The Plans and Specifications shall be approved in writing by the Director and by any other governmental entity whose approval is required. No work shall commence until the Plans and Specifications are approved in writing by the Director and a construction permit is issued.
2. **Construction and Installation.** The Developer, at its sole cost and expense, shall construct and install the Water and Sewage Facilities in accordance with the approved Plans and Specifications.
3. **Onsite Private Facilities.** The Developer, at its sole cost and expense, shall design, construct and install all Onsite Private Facilities. The Onsite Private Facilities shall be owned, operated repaired and maintained by the Developer, its successors and/or assigns, in good order and condition and in accordance with applicable City regulations. As part of the Onsite Private Facilities, Developer shall install cleanout on consumer's sewage service at the Property line or easement line in accordance with current Utility Standard Details. The City shall not be liable or responsible for any defects or repairs to the Onsite Private Facilities.
4. **Inspections.** The Developer, at its sole cost and expense, shall retain the services of a Florida registered professional engineer for the purposes of inspecting and supervising the construction and installation of the Water and Sewage Facilities to insure compliance with accepted civil engineering practices and the approved Plans and Specifications. Prior to conveying the Water and Sewer Facilities to the City, the engineer shall certify in writing

that the construction and installation of the Water and Sewage Facilities comply with accepted civil engineering practices and are in substantial conformance with the approved Plans and Specifications. The City shall have the right but not the obligation to make inspections of all the construction work performed by or for the Developer under the terms of this Agreement, including both onsite and offsite facilities, and regardless of whether or not the facilities will be subsequently owned by the City. Such inspections shall not be construed to constitute any guarantee on the part of the City as to materials or workmanship, nor shall they relieve the Developer of the responsibility for the proper construction of said facilities in accordance with the requirements of the approved Plans and Specifications, nor shall the inspections, if undertaken, abrogate any warranties made by the Developer as to the quality and condition of the materials and workmanship.

5. **Compliance with Applicable Laws.** The work to be performed by Developer pursuant to the provisions set forth herein shall be in accordance with all requirements of the regulatory agencies that have jurisdiction over the subject matter of this Agreement, as well as all applicable federal and state Statutes, County and City ordinances. The requirements of this paragraph shall govern regardless of any errors or omissions in the approved Plans and Specifications.
6. **Approvals and Permits.** The Developer or its agents, at its sole cost and expense, shall be fully responsible for obtaining all required approvals from all governmental agencies and for obtaining all necessary construction permits for all the Water and Sewage Facilities contemplated in the approved Plans and Specifications.
7. **Accuracy of Information.** The Developer shall furnish to the City accurate information with regard to all matters under this Agreement. The Developer shall be responsible for errors or changes in the information furnished to the City under this Agreement.
8. **Surety Bonds.** Developer shall post a surety bond in the amount of 125% of the Engineer's estimated construction cost of the work as shown on the approved Plans and Specifications, as a guaranty that the work will be completed in accordance with the approved Plans and Specifications. The surety bond shall be posted with a surety company acceptable to the City and that is authorized to write bonds of such character and amount under the laws of the State of Florida. The attorney-in-fact or other officer who signs a bond must file with such bond a certified copy of his power of attorney authorizing him to do so. A bond must be countersigned by the surety's Florida agent. In all such bonds, the City shall be named as "Obligee." A surety company must have a Best's Key Rating Guide General Policyholder's Rating of "A" or better and a Financial Category of Class "V" or better to be acceptable to the City.

**D. Pre-construction Meeting.**

Developer and/or his contractor shall arrange for and hold a pre-construction meeting with the Director or an authorized representative. Notification of said meeting shall be made in writing and received by the Parties 72 hours in advance of said meeting. The meeting shall be held at least 24 hours prior to start of each phase of construction. The meeting shall take place at the City or at a place convenient to the Director.

**E. Engineers Present at Tests.**

During construction and at the time when periodic inspections are required, to wit, at water and force main pressure testing, sewer lamping and at sewer exfiltration tests, the Director or his authorized representative may be present and Developer's engineer shall be present to observe and witness tests for determination of conformance to the approved Plans and Specifications. The Developer shall notify the City a minimum of 48 hours in advance of said tests so that the City may make the necessary arrangements for witnessing the test.

**F. Conveyance of Water and Sewage Facilities to the City.**

Upon completion and approval of the Water and Sewage Facilities contemplated herein for City ownership, the Developer shall, at no cost to the City:

1. Conveyance Documents.
  - 1.1 Convey to the City, its successor or assigns all of the right, title and interest of the Developer in and to all Water and Sewage Facilities, free and clear of liens and encumbrances. Such conveyance shall be by Bill of Sale in a form provided by and approved by the City.
  - 1.2 Deliver to the City a No Lien Affidavit in a form provided by and approved by the City.
  - 1.3 Deliver to the City a Waiver and Release of Lien form all contractors, subcontractors and suppliers of materials or labor who might have acquired an interest in the Water and Sewage Facilities and/or the Property as a result of performing work, supplying materials or labor or otherwise. The Waiver and Release of Lien shall be in a form provided by and approved by the City.
  - 1.4 Deliver to the City a Warranty on a form provided by and approved by the City warranting the Water and Sewage Facilities, the contents of

which Warranty are described hereinafter.

- 1.5 Deliver to the City all original manufacturers' warranties and/or operation manuals covering the Water and Sewage Facilities.
- 1.6 Deliver to the City one (1) complete set of mylar as-built drawings showing all the Water and Sewage Facilities, easements and rights-of-way as located by a Florida licensed surveyor, along with two prints of the as-built drawings sealed by a Florida licensed surveyor and certified by Developer's engineer of record. The as-built drawings shall also be submitted in a digital format compatible with the City's CAD system, and approved by the Director.
- 1.7 Deliver to the City the T.V. inspections of the gravity sewer system performed one month before the expiration of the warranty period described in Section F 3.1 of this Agreement.

## 2. Easements and Warranty Deeds.

- 2.1 Grant to the City, its successors and assigns, a perpetual easement and/or right of way on, over, under and across those portions of the Property necessary for the construction, installation, repair, relocation and/or maintenance of the Water and Sewage Facilities. Such Grant of Easements shall be in a form provided and approved by the City and shall be accompanied by i) an Opinion of Title in a form provided and approved by the City, prepared by a Florida licensed attorney or Florida licensed title company, indicating that title to the easement property vests in the Developer and indicating all lienors and/or mortgagees having an interest on the easement property, and ii) appropriate subordinating releases and/or satisfaction from subordinate lienors and/or mortgagees having an interest in the easement property.
- 2.2 Convey to the City, its successors and assigns, title to the lands where lift and/or pumping stations are located. Such conveyance shall be by Warranty Deed in a form provided by and approved by the City and accompanied by i) an Opinion of Title in a form provided by and approved by the City indicating that title to the property vests in the Developer and indicating all lienors and/or mortgagees having an interest on the property, and ii) appropriate releases and/or satisfaction from lienors and/or mortgagees having an interest in the property.

## 3. Warranties and Bonds.

- 3.1 Warrant that the Water and Sewage Facilities to be owned by the City



shall be free from any and all defects in materials and workmanship. The Developer also warrants that it shall be solely responsible for the repair of any damages to said facilities caused by persons in its employment. Said warranties shall remain in full force and effect for a period of one year from the date of final acceptance of the facilities by the City. In the event it becomes necessary to repair and/or replace any of the facilities during the initial one year period, then the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one year from the date of final acceptance by the City of those repairs and/or replacements.

- 3.2 Simultaneous with the conveyance of the Water and Sewage Facilities, the Developer shall deliver to the City an executed surety bond meeting the requirements of Section C.8. or letter of credit acceptable to the City in an amount equal to 25% of the actual cost of construction of the Water and Sewage Facilities, guaranteeing all work pursuant to this Agreement against any and all defects in material, equipment or construction for a period of one year following the date of final acceptance of the Water and Sewage Facilities by the City.

Upon demand by the City, the Developer shall correct or cause to be corrected all such defects that are discovered within the warranty period as set forth above, failing which the City may make such repairs and/or replacements of defective work and/or materials, and the Developer and/or its surety shall be liable to the City for all costs arising therefrom.

**G. Final Acceptance of Water and Sewage Facilities by City.**

1. For the acceptance of such water and sewer facilities, the City shall act through the City Manager in those instances where the easement is related to improvements that were dedicated by plat or other instrument that had been previously approved by the City Commission, and shall act through the City Commission in all other instances.
2. The Developer agrees that following final acceptance, the Water and Sewage Facilities installed by the Developer to be owned by the City pursuant to the terms of this Agreement shall at all times remain the sole, complete and exclusive property of the City under the City's exclusive control and operation.
3. Final acceptance may be accomplished for reasonable segments of the Water and Sewage Facilities upon written approval by the Director and so long as the Developer has complied with all terms and provisions of this Agreement with respect to such segments.

4. Prior to the issuance of the Certificate of Occupancy for the last building within this Project, the Developer shall clean the entire sanitary sewer system and shall provide the City with the T.V. inspections of the sewer system reflecting that such cleaning has been performed.
5. No Certificates of Occupancy shall be issued by the City until final acceptance of the Water and Sewage Facilities as provided for in this section.

**H. City's Obligations.**

1. The responsibility of the City to provide water and/or sewage disposal service under this Agreement shall be limited to:
  - 1.1 The property presently owned by Developer as described in Exhibit "A" to this Agreement; and
  - 1.2 The ERCs provided for in Section B of this Agreement.

**I. Indemnification and Hold Harmless by Developer.**

1. For ten dollars (\$10.00) and other good and valuable consideration paid by the City to the Developer, receipt of which is hereby acknowledged, the Developer agrees to indemnify and hold the City harmless forever from all damages, liability, cost and expense, including reasonable attorney's fees, related to negligence of the Developer, its officers, agents and employees and from any foreseeable damage to the Water and Sewage Facilities constructed by the Developer and conveyed to the City caused by negligence of the Developer, its officers, agents and employees. Indemnification shall include costs for physical repair of the City's system.
2. For ten dollars (\$10.00) and other good and valuable consideration paid to the Developer by the City, the Developer agrees to hold City harmless from any and all liability and/or damages for City's non-performance under this Agreement as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter in this Agreement, or from any discontinuation of water and sewage services as a result of the conditions specified in Section L of this Agreement. In the event of City's non-performance under this Section, this Agreement shall be null and void and not enforceable by either party with respect to those portions of Developer's Property for which City is prevented from performance.
3. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

**J. Force Majeure.**

Any temporary cessation or interruption of water and/or sewer services to the Property or the performance by the City of any of the obligations or conditions herein or from exercising its rights due to or resulting from this Agreement caused by a force majeure event or necessary maintenance work, breakdown of or damages to machinery, pumps or pipelines shall not constitute a breach of this Agreement, nor shall it impose liability upon the City by the Developer, its successors or assigns. The term "force majeure" means Acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies, blockades, wars, insurrections or riots; epidemics; landslides, earthquakes, fires, storms, floods, or washouts; governmental restraints, either federal, state or county, civil or military; civil disturbances; explosions; inability of City to obtain necessary materials, supplies, labor, or permits whether due to existing or future rules, regulations, orders, laws or proclamations, either federal, state or county, civil or military, or otherwise, and other causes beyond the control of either party, whether or not specifically enumerated herein.

**K. Impact Fees.**

Developer agrees that a condition to the City providing water and/or sewer service under this Agreement is the payment of water and sewer impact fees due pursuant to any City ordinance imposing such fees as may be adopted or amended by the City. Developer shall pay water and sewer impact fees in an amount as required by Chapter 21 "Utilities", Article V "Water and Sewer Impact Fees", or any other City ordinance imposing such fees in effect on the date such water and sewer impact fees are paid. Pursuant to Section 21-195(g) of the City Code of Ordinances, if the number of ERCs for any project has been determined under Section 21-195, the Director of Construction and Facilities Management may elect to audit the accuracy of the determination in the manner set forth in Section 21-195 (g). Any audit shall be based upon actual demand during the twelve-month period within three years of issuance of the certificate of occupancy, adjusted for the percentage of actual occupancy and use during each relevant period. If the audit concludes that the actual demand exceeds the number of ERCs previously determined under Section 21-195, the developer shall pay for the additional ERCs within 30 days of receiving the audit. If the audit concludes that the actual demand is less than the number of ERCs determined under Section 21-195, the City shall reimburse the developer for the difference. If the developer fails to make additional impact fee payments required under this paragraph, the City shall have the right to place a lien on the property in accordance with Paragraph X.

**L. Conditions to Service by City.**

City's obligations to provide water and sewage services to the Property under this

----- Agreement is conditioned upon and subject to: -----

1. Developer complying with all the terms and provisions of this Agreement and any and all applicable federal, state, county and City laws.
2. The City has entered into "Large Users Agreements" with the Cities of Hollywood and Pembroke Pines (the "Cities") and Miami Dade Water and Sewer Authority Department (the "County"), in which the Cities and the County have agreed to make future water and/or sewage treatment capacity available at the Cities' and the County's water and/or wastewater treatment plants. In the event the City cannot provide sufficient capacity, as a result of the Cities' and/or County's action, the City's sole obligation shall be to refund prepaid impact fees under Section K of this Agreement for those units for which the City is unable to provide service provided that Developer is not in default of this Agreement. Any and all fees, premium rates and/or charges imposed by the Cities and/or the County against the City under their respective agreements shall be passed along to the Developer, and the Developer by executing this Agreement agrees to pay these fees, premium rates and/or charges upon demand by the City.
3. In the event that the City cannot provide sufficient service as a result of the actions of any regulatory agency, then the City's sole obligation shall be to refund prepaid impact fees under Section K of this Agreement for those units for which the City is unable to provide capacity provided that Developer is not in default of this Agreement.

**M. Assignment, Conveyances or Transfers of this Agreement.**

The assignment, conveyance or transfer of Developer's rights and/or obligations under this Agreement shall be prohibited unless:

1. It is in writing in a form approved by the City Commission.
2. The City consents to and is a party to said assignment, conveyance or transfer and the assignee, conveyee or transferee agrees to abide by all the terms and provisions of this Agreement.
3. The Developer is not in default under this Agreement.

**N. Transfer or Conveyance of Developer's Property.**

1. In the event that Developer's Property or a portion thereof is transferred or conveyed by the Developer, the Developer shall remain liable to the City for all obligations under this Agreement unless released in writing by the City. Developer shall not be released as provided for herein if Developer is in default under this Agreement.

2. Developer shall fully disclose this Agreement to all purchasers of the Property or portions thereof.

**O. Wellfield Protection.**

Developer acknowledges that the Property [is/is not] within a Broward County Protected Well Field zone of influence per Broward County Ordinance 84-60 or within an existing or proposed well field zone of influence as determined by the Director. If Property is within said zone of influence, Developer agrees to limit uses of the property to those uses that are allowed by Broward County Ordinance 84-60, as it may be amended.

**P. Prohibited Hazardous Materials.**

Developer acknowledges that Broward County and the City of Miramar have ordinances that prohibit discharge of hazardous materials into the sanitary sewer system. (Broward County Ordinance 86-61 and Chapter 21 of Miramar City Code). Developer agrees not to discharge hazardous materials into the sanitary sewer system as defined by Broward County Ordinance 86-61 and Chapter 21 of the Miramar City Code, as they may be amended.

**Q. Notices.**

All notices hereunder must be in writing and shall validly given if hand delivered as follows (or to any other address that the party to be notified may have delivered to the other party by like notices):

For the City of Miramar:

Vernon E. Hargray  
City Manager  
City of Miramar  
2300 Civic Center Place  
Miramar, FL 33025

For the Developer:

Alejandro Arellano  
FCI Residential Corporation  
2199 Ponce de Leon Blvd.  
Suite 201  
Coral Gables, FL 33134

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

**R. Promulgation of Reasonable Rules of Service.**

City shall have the right to promulgate, from time to time, reasonable rules and regulations relating to the furnishing of water and sewage services to consumers within the Property encompassed by this Agreement. Such rules and regulations may relate to but are not limited to rates, deposits and connection charges and the right to discontinue services under certain conditions. Subject to paragraph L.2., the water and sewer rates to be charged by City to said customers shall be the rates now or hereafter charged to other customers within the area of service of the City's Water and Sewer System. Developer acknowledges and agrees that rates are subject to change at any time by City.

**S. Conditions on Fire Hydrant Use.**

No water from City's water distribution system shall be used or disbursed by Developer, his employees or agents, through fire hydrants or water mains, or by any person, firm, corporation or agency, public or private, unless there has first been made adequate provisions for compensating the City for such water.

**T. Exclusive Rights of City.**

1. City shall have the exclusive right to furnish water and sewage services to consumers within the Property covered by this Agreement.
2. The City is empowered to require the owner or occupant of any land within the Developer's Property to enter into a written service contract or agreement for retail water, and/or sewer service under the standard terms and conditions as promulgated by the City.
3. The City reserves the right to make full use of the water and/or sewer facilities to be owned by the City as contemplated herein to serve other customers at any time.

**U. Wells Prohibited Except for Irrigation.**

Developer, its successors and assigns, and the owners and occupants of buildings on Developer's Property, shall not install or maintain any water wells except for irrigation purposes.

**V. Prohibition Against Using City Water For Irrigation Purposes.**

Use of City water shall be prohibited for irrigation purposes.

**W. Default.**

The occurrence of any of the following during this Agreement shall constitute a

default:

1. Developer's failure to pay when due any sums, fees, charges, costs or expenses which are payable under this Agreement;
2. Developer's failure in the performance or observance of any of the terms and conditions of this Agreement.
3. There shall be filed by or against Developer in any court or other tribunal pursuant to any governmental requirement, a petition in bankruptcy or insolvency proceedings or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Developer's Property, unless such petition shall be filed against Developer's and Developer shall in good faith promptly thereafter commence and diligently prosecute any and all proceedings appropriate to secure the dismissal of such petition and shall secure such dismissal within 30 days of its filing;
4. Developer shall be adjudicated a bankrupt or an insolvent or take the benefit of any federal reorganization or composition proceeding, make an assignment for the benefit of creditors, or take the benefit of an insolvency law;
5. A trustee in bankruptcy or a receiver shall be appointed or elected or had for Developer, whether under federal or state laws; or
6. Developer's interest under this Agreement shall be sold under any execution or process of law.

In the event of Developer's default under this Agreement, the City's obligations under this Agreement shall automatically terminate.

**X. Remedies.**

Should Developer be in default of this Agreement, it is agreed that the City shall be entitled to any and all remedies under Florida law, and in addition thereto, the City shall be entitled to any or all of the following remedies:

1. Any reserved plant capacity under this Agreement may be rescinded and forfeited.
2. The site plan for the Property is voidable by Resolution of the City Commission.
3. No final inspections shall be approved by the City.
4. No Certificate of Occupancy shall be issued by City for any development of

the Property.

5. The City shall have the right to charge interest at a rate equal to the maximum rate allowed by Florida law on any payments due to City from Developer that are not paid. The interest, when applicable, shall accrue from the due date of payment as provided in this Agreement.
6. The City shall be entitled to lien the Property and foreclose the lien in satisfaction of any payments due under this Agreement.

All remedies provided herein are cumulative.

**Y. Public Records.**

1. Developer agrees to keep and maintain public records in Developer's possession or control in connection with Developer's performance under this Agreement. Developer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Developer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
2. Upon request from the City's custodian of public records, Developer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
4. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Developer shall be delivered by Developer to the City, at no cost to the City, within seven (7) days. All such records stored electronically by Developer shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Developer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
5. Any compensation due to Developer shall be withheld until all records are received as provided herein.
6. Developer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.



7. IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, [dagibbs@miramarfl.gov](mailto:dagibbs@miramarfl.gov) OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

**Z. Miscellaneous Provisions.**

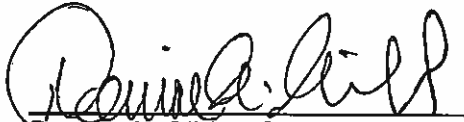
1. This Agreement constitutes the entire agreement between the parties for all matters contained herein and shall supersede all previous agreements or representations, whether oral or written, with respect to all matters contained herein. All prior agreements pertaining to any matters covered by this Agreement are canceled and declared of no force and effect.
2. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.
3. This Agreement shall be recorded by the City, at Developer's expense, among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of Developer's Property connected to or to be connected to said water and sewer systems of City upon notice of each and every one of the provisions herein to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real property in the Developer's Property connected to or to be connected to the water and sewer systems of the City shall be deemed conclusive evidence of the fact that the owners or occupants have consented to and accepted the Agreement herein and are bound thereby.
4. This Agreement constitutes a covenant running with the land and shall be binding on Developer, its successor or assigns as well as all future owners of the Property.
5. The headings and subheadings used throughout this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement, and the parties agree that they be disregarded in construing the provisions of this Agreement.
6. The recitals to this Agreement are true and correct and are incorporated as an integral and material part of this Agreement.

7. The signature of any person to this Agreement shall be deemed a personal warranty by that person that he has the power and authority to bind any corporation, partnership or other business entity for which he purports to act.
8. In the event of any disputes and/or litigation arising from this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs (including paralegals) through and including any appeals.
9. No waiver by City of any breach by Developer of any term or condition of this Agreement, and no failure by City to exercise any right or remedy with respect of any such breach, shall constitute a waiver or relinquishment for the future, or bar any right or remedy of City with respect to any other breach of such term or condition or any breach of any other term or condition of this Agreement. The receipt by City of any payments or any portion of a payment required under this Agreement shall not operate as a waiver or an accord and satisfaction of the rights of City to enforce the payment or portion of a payment then or subsequently due, to terminate this Agreement or to invoke any other appropriate remedy which City may select as provided by this Agreement or by law.
10. The City Attorney has approved the standard, pre-printed terms and conditions set forth in this Service Agreement for Water and Sanitary Sewage Facilities as to form and legal sufficiency. Accordingly, no modification of these terms and conditions shall be binding upon the City unless they are specifically endorsed and approved by the City Attorney.

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

**CITY OF MIRAMAR**

ATTEST:

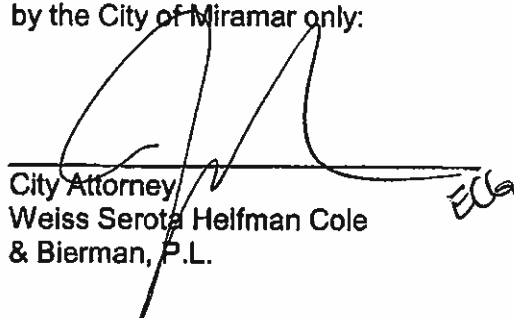
  
Denise A. Gibbs, City Clerk

By: 

Vernon E. Hargray, City Manager

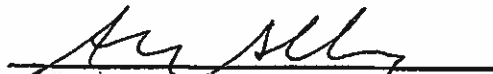
DATED: 6/27/2019

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

  
City Attorney  
Weiss Serota Helfman Cole  
& Bierman, P.L.

**DEVELOPER:**

Witnesses:

  
Alejandro Arellano

FC Miramar Phase II, L.L.C.

By: 

Name: Juan C. Porto

Title: Managing Member

Dated: 6/13/19

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

Before me personally appeared Juan C. Porro and \_\_\_\_\_  
\_\_\_\_\_, as managing member and  
\_\_\_\_\_ of FC Miramar Phase II, LLC a \_\_\_\_\_  
corporation, known to me to be the persons described in and who executed the foregoing  
Agreement and acknowledged to and before me that they executed said Agreement for the  
purposes therein expressed.

Witness my hand and official seal, this 13<sup>th</sup> day of June, 2019.

Lisette S. Saballos  
Notary Public  
State of Florida at Large

My commission expires:



**EXHIBIT "A"**

**SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY**

(See Attached)

**EXHIBIT A**

SHEET 1 OF 2

**DESCRIPTION FC Miramar Phase II**

A Parcel of Land, being a portion of Parcel 'A', **SNAKE CREEK RESIDENTIAL**, according to the Plat thereof, as recorded in Plat Book 179, Page 163 of the Public Records of Broward County, Florida, being more particularly described as follows:

**COMMENCE** at the northwest corner of Parcel 'B' as shown on said Plat; thence along the North line of said Parcel B, North 89°39'20" East, 688.74 feet to its intersection with the northwesterly line of said Parcel 'A'; thence along the North line of said Parcel 'A', the following four (4) courses; (1) North 32°15'08" East, 65.28 feet; (2) thence North 89°39'20" East, 149.31 feet; (3) South 81°47'28" East, 201.71 feet; (4) North 89°39'20" East, 738.56 feet to the **POINT OF BEGINNING**; thence along said line, continue North 89°39'20" East, 1154.04 feet; thence along said line, South 86°24'55" East, 689.55 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears North 3°41'50" East); thence along said line and southeasterly along the arc of said curve being concave to the southwest, having a radius of 606.00 feet, a central angle of 1°48'39", an arc distance of 19.15 feet; thence South 00°14'51" East, 442.38 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears North 35°27'32" West); thence southwesterly along the arc of said curve being concave to the southeast, having a radius of 335.00 feet, a central angle of 6°13'41", an arc distance of 36.41 feet; thence tangent to said curve, South 48°18'47" West, 54.59 feet to a point on the arc of a tangent curve; thence southwesterly along the arc of said curve being concave to the northwest, having a radius of 26.00 feet, a central angle of 53°52'49", an arc distance of 24.45 feet to a point of reverse curvature; thence southwesterly, southerly and southeasterly along the arc of said curve being concave to the southeast, having a radius of 69.00 feet, a central angle of 165°23'07", an arc distance of 199.17 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears South 43°21'03" East); thence southwesterly along the arc of said curve being concave to the northwest, having a radius of 359.59 feet, a central angle of 13°21'03", an arc distance of 83.79 feet; thence South 00°00'13" East, 72.69 feet to a corner of said Parcel 'A'; thence along the South line of said Parcel 'A', South 89°45'09" West, 1655.02 feet; thence North 00°14'51" West, 803.89 feet to the Point of Beginning.

Said lands lying and situate in the City of Miramar, Broward County, Florida, and containing 32.9396 acres, (1,434,848 square feet) more or less.

**SURVEYOR'S NOTES**

1. Measurements shown hereon are expressed in feet and decimal parts thereof.
2. Sun-Tech Engineering, Inc. reserves the right to utilize any and all information obtained in the preparation of this Survey, including Sketch of Description for any other purposes.
3. This drawing may not be reproduced in whole or in part without the permission of Sun-Tech Engineering, Inc. Additions or deletions to the Sketch by other than the signing party is prohibited without the written consent of the signing party.
4. This drawing is not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
5. The certification contained herein is applicable to the preparation date or latest revision date, whichever applicable.
6. Sources of information used in the preparation of this Sketch and Description are as follows:
  - A. Plat of SNAKE CREEK RESIDENTIAL, Plat Book 179, Page 163;
7. Sun-Tech Engineering, Inc. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Agriculture and Consumer Affairs and Professional Regulation, License No. LB.7019, pursuant to the provisions of Chapter 472, Florida Statutes.
8. The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
9. Bearings shown hereon are based on the Craven Thompson, Inc., Resurvey of all of Township 50 South, Range 40 East, (M.P.B. 6, Pg. 40), and are relative to the North line of Section 36-51-40, bearing South 89°39' 20" West.

**SURVEYOR'S CERTIFICATION**

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

Sun-Tech Engineering, Inc.  
Date of Preparation: May 3, 2018

Donald L. Cooper, P.S.M.  
Professional Surveyor and Mapper  
Florida Registration No. 2960

Date

6.7.2019

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JOB No.:



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

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

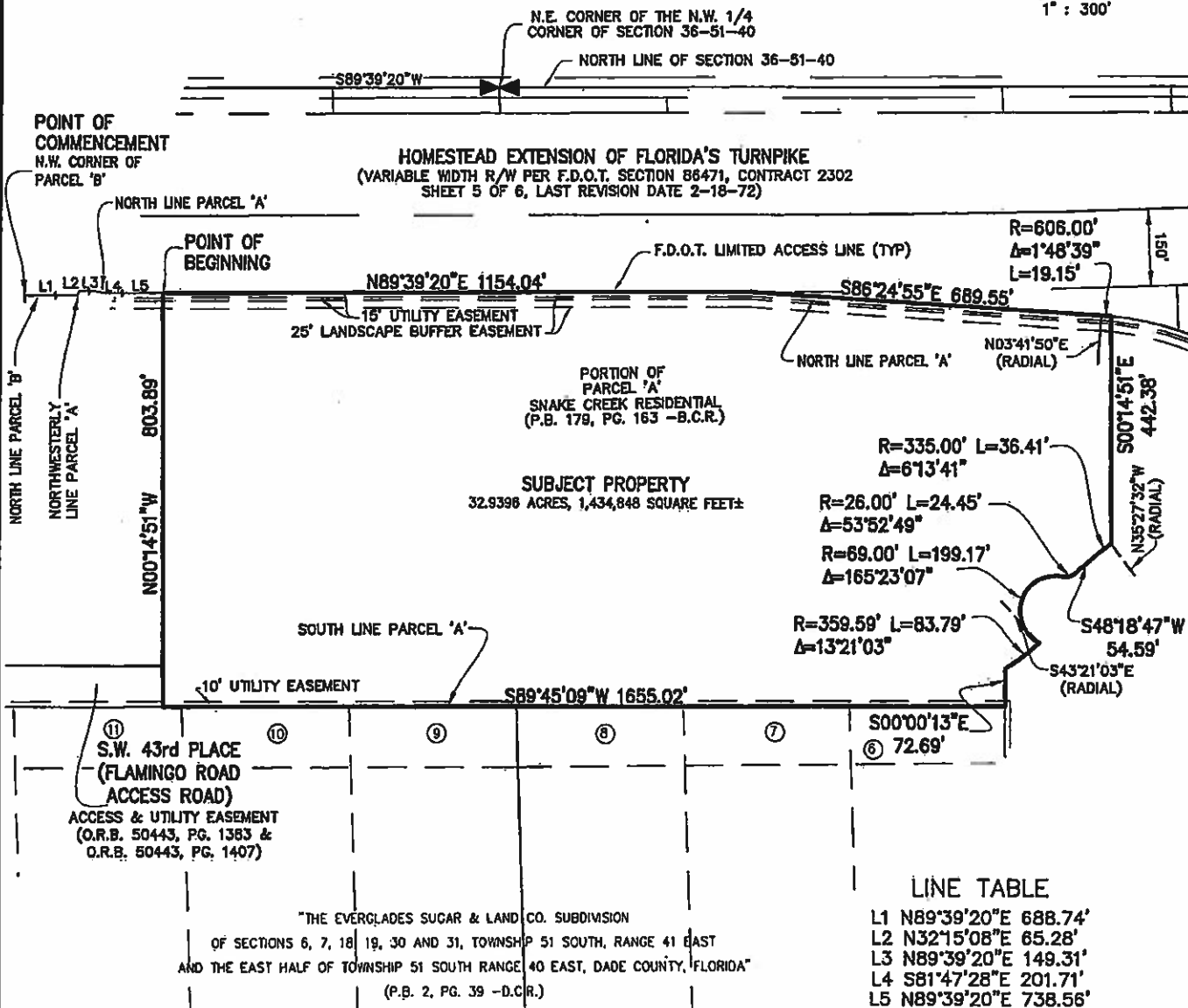
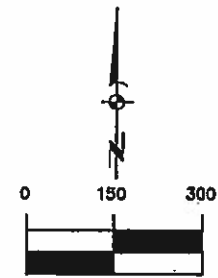
Certificate of Auth. #7097/LB 7019  
Phone (954) 777-3123  
Fax (954) 777-3114

**EXHIBIT A**

SHEET 2 OF 2

**KEY TO ABBREVIATIONS LEGEND**

B.C.R. BROWARD COUNTY RECORDS  
 F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION  
 L.B. LICENSED BUSINESS  
 O.R.B. OFFICIAL RECORDS BOOK  
 P.B. PLAT BOOK  
 PG. PAGE  
 P.S.M. PROFESSIONAL SURVEYOR & MAPPER  
 RW. RIGHT-OF-WAY  
 NO. NUMBER  
 R. RADIUS  
 Δ. CENTRAL ANGLE  
 L. ARC LENGTH



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JOB No.:

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