CITY OF MIRAMAR PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: August 18, 2021

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

Temp. Reso. Number: TR7450

Item Description: Temp. Reso. #R7450, ACCEPTING AN ABSOLUTE BILL OF SALE AND EASEMENT FROM BOARDWALK 280 LLC, FOR WATER AND SEWER SYSTEM IMPROVEMENTS TO SERVE BOARDWALK 280; AUTHORIZING THE THE RELEASE OF LETTER OF CREDIT NO. 11957 IN THE AMOUNT OF \$434,596 AND ACCEPTING A ONE-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$102,091.25 FROM BOARDWALK 280 LLC. (City Engineer Salvador Zuniga)

Consent \boxtimes Resolution \square Ordinance \square Quasi-Judicial \square Public Hearing \square

Instructions for the Office of the City Clerk: Record the Absolute Bill of Sale and Easement in the public records of Broward County, Florida

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

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

Fiscal Impact: Yes \Box No \boxtimes

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 TR7450
 - Exhibit A:
 - Absolute Bill of Sale
 - Warranty
 - Waiver and Release of Lien
 - No Lien Affidavit
 - Easement
 - Opinion of Title
 - Maintenance Cash Bond
- Attachment(s)

- Attachment 1: Location Map
 Attachment 2: Service Agreement for Water and Sanitary Sewage Facilities



CITY OF MIRAMAR INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, City Manager

BY: Salvador Zuniga, City Engineer

DATE: August 12, 2021

RE: Temp. Reso. No. R7450, accepting an Absolute Bill of Sale and Easement from Boardwalk 280, LLC for the Water and Sewer System Improvements to serve Boardwalk 280

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. R7450, accepting an Absolute Bill of Sale and Easement from Boardwalk 280, LLC (the "Developer"), for the water and sewer system improvements (the "Improvements"), to serve Boardwalk 280. Accepting the Improvements includes the release of Letter of Credit in the amount of \$434,596 and receipt of a one-year Maintenance Bond in the amount of \$102,091.25, effective from the date of City Commission acceptance.

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

BACKGROUND: Boardwalk 280 (the "Project") is a residential development that is located west of Flamingo Road and north of Somerset Boulevard, as depicted in the location map attached hereto as Attachment 1. The Developer has completed construction of the Improvements to serve the Project. The actual cost of construction of the utility improvements is \$408,365. 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 \$102,091.25. The Developer has provided the required one-year Maintenance Bond and the Absolute Bill of Sale and Easements that are 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 Broward County Department of Health 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, City Engineer.

<u>DISCUSSION</u>: In order for the City to mainatin an intregral utility network that provides reliable water and sewer services to its residents, the City 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 the 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.

CITY OF MIRAMAR MIRAMAR, FLORIDA

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, ACCEPTING AN ABSOLUTE BILL OF SALE AND EASEMENT FROM BOARDWALK 280, LLC FOR THE WATER AND SEWER SYSTEM IMPROVEMENTS TO SERVE THE BOARDWALK 280 DEVELOPMENT; AUTHORIZING THE RELEASE OF LETTER OF CREDIT NO. 11957 IN THE AMOUNT OF \$434,596 AND ACCEPTING A ONE-YEAR MAINTENANCE CASH BOND IN THE AMOUNT OF \$102,091.25 FROM BOARDWALK 280, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Boardwalk 280, LLC (the "Developer") has installed water and sewer

system improvements (the "Improvements") to serve Boardwalk 280, residential development (the "Project") located west of Flamingo Road and north of Somerset Boulevard; and

WHEREAS, in accordance with Section 21-203, of the Miramar 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, all in accordance with Section 21-203, City Code, and the City's Service Agreement with the Developer for Water and Sanitary Sewage Facilities; and

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

WHEREAS, the Developer has requested from the City to release Letter of Credit No. 11957 in the amount of \$434,596.00, and to accept the required one-year Maintenance Cash Bond in the amount of \$102,091.25 for the maintenance of the Improvements; and

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

WHEREAS, the City Manager recommends acceptance from the Developer of the Improvements to serve the Project, and the associated Absolute Bill of Sale and Easement, as well as the release of Letter of Credit No. 11957 in the amount of \$434,596.00, and the acceptance of the required one-year Maintenance Cash Bond in the amount of \$102,091.25 for the maintenance of the Improvements; and

Reso. No. _____

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to accept the Improvements, Absolute Bill of Sale, and Easement from the Developer, for the Improvements to serve the Project, and to release Letter of Credit No. 11957 in the amount of \$434,596.00, and accept the required one-year Maintenance Cash Bond in the amount of \$102,091.25 for the maintenance of the Improvements.

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

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

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

Section 3: That it authorizes the release of Letter of Credit No. 11957 in the amount of 434,596.00 and accept the required one-year Maintenance Bond in the amount of \$102,091.25 for the maintenance of the Improvements.

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

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

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

PASSED AND ADOPTED this _____ day of _____, ____, ____,

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

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

City Attorney, Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration	Voted
Commissioner Winston F. Barnes	
Commissioner Maxwell B. Chambers	
Vice Mayor Yvette Colbourne	
Commissioner Alexandra P. Davis	
Mayor Wayne M. Messam	

EXHIBIT "A"

COMPOSITE EXHIBITS

Includes:

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

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

THIS INSTRUMENT PREPARED BY: Carlos J. Ballbe, P.E. BALLBE & ASSOCIATES, INC. 2737 N.E. 30th Place Fort Lauderdale, FL 33306

Property Appraiser's Parcel Identification No. 5140 29 14 0220

ABSOLUTE BILL OF SALE

THIS BILL OF SALE is made by BOARDWALK 280, LLC , a Florida Corporation (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): <u>Water and Sewer improvements</u> 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 water and sewer facilities built and constructed to serve BOARDWALK 280

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 _____ day of _____, 20²¹.

Signed, sealed and delivered in the presence of:

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	Miami	A	33186	
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Pfint Name: Uligna JARAMIIO Address: 9820 500 85th MIAMI, F. 33173

BOARDWAL	K 280, LLC.
a Florida	Corporation
(<u>II</u>
By:	
By: Name: Gere	rdo Aguirre
Title: Manag	er

STATE OF Florida COUNTY OF Miami-Dade

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State of Florida at Large My Commission Expires:

DESCRIPTION:

A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE NORTH 01'47'11" WEST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 74.60 FEET; THENCE NORTH 43'53'49" WEST, A DISTANCE OF 86.74 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01'46'03" EAST, A DISTANCE OF 117.49 FEET; THENCE SOUTH 44'38'32" WEST, A DISTANCE OF 25.37 FEET; THENCE SOUTH 89'37'50" WEST, A DISTANCE OF 367.74 FEET; THENCE NORTH 30'00'27" WEST, A DISTANCE OF 73.28 FEET; THENCE NORTH 68'07'57" EAST, A DISTANCE OF 20.20 FEET; THENCE SOUTH 30'00'27" EAST, A DISTANCE OF 26.81 FEET; THENCE NORTH 59'59'33" EAST, A DISTANCE OF 17.41 FEET; THENCE SOUTH 30'00'27" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 59'59'33" WEST, A DISTANCE OF 17.41 FEET; THENCE SOUTH 30'00'27" EAST, A DISTANCE OF 11.97 FEET; THENCE NORTH 89'37'50" EAST, A DISTANCE OF 176.37 FEET; THENCE NORTH 00'22'10" WEST, A DISTANCE OF 43.51 FEET; THENCE NORTH 89'54'29" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00'22'10" EAST, A DISTANCE OF 43.42 FEET; THENCE NORTH 89'37'50" EAST, A DISTANCE OF 7.86 FEET; THENCE NORTH 00'22'10" WEST, A DISTANCE OF 43.38 FEET; THENCE NORTH 89'54'29" EAST, A DISTANCE OF 20.01 FEET; THENCE SOUTH 00'22'10" EAST, A DISTANCE OF 43.28 FEET; THENCE NORTH 89"37'50" EAST, A DISTANCE OF 123.59 FEET; THENCE NORTH 44"38'32" EAST, A DISTANCE OF 8.52 FEET; THENCE NORTH 01"46'03" WEST, A DISTANCE OF 108.91 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY. FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE NORTH 01°47'11" WEST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 74.60 FEET; THENCE NORTH 43'53'49" WEST, A DISTANCE OF 86.74 FEET; THENCE SOUTH 01'46'03" EAST, A DISTANCE OF 117.49 FEET; THENCE SOUTH 44'38'32" WEST, A DISTANCE OF 25.37 FEET; THENCE SOUTH 89'37'50" WEST, A DISTANCE OF 367.74 FEET; THENCE NORTH 30'00'27" WEST, A DISTANCE OF 73.28 FEET; THENCE NORTH 68'07'57" EAST, A DISTANCE OF 20.20 FEET; THENCE NORTH 68'07'57" EAST, A DISTANCE OF 6.58 FEET; THENCE NORTH 89'37'51" EAST, A DISTANCE OF 17.62 FEET; THENCE NORTH 16"12'59" EAST, A DISTANCE OF 10.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 16"12'59" EAST, A DISTANCE OF 24.25 FEET; THENCE SOUTH 74"51'10" EAST, A DISTANCE OF 9.10 FEET; THENCE SOUTH 15'08'50" WEST, A DISTANCE OF 24.25 FEET; THENCE NORTH 74'51'10" WEST, A DISTANCE OF 9.54 FEET TO THE POINT OF BEGINNING.

DESCRIPTION CONTINUED ON SHEET 2

CAULFIELD & WHEELER, INC. DATE 04/19/21 CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING DRAWN BY RLF 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLOR DA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452 F.B./ PG. N/A SCALE AS SHOWN SOMERSET VILLAGE PLAT UTILITY EASEMENT JOB NO. 8193

SHEET 1 OF 6

DESCRIPTION: (CONTINUED)

TOGETHER WITH:

A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE NORTH 01'47'11" WEST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 74.60 FEET; THENCE NORTH 43'53'49" WEST, A DISTANCE OF 86.74 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 267.62 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88'13'26" WEST, A DISTANCE OF 43.99 FEET; THENCE NORTH 01'59'45" WEST, A DISTANCE OF 20.00 FEET; THENCE OF 20.00 FEET; THENCE OF 44.06 FEET; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

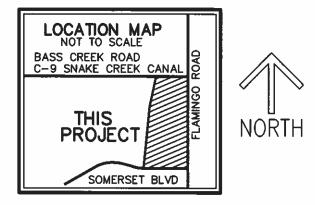
A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE NORTH 55'51'19" WEST, A DISTANCE OF 424.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 43.33 FEET; THENCE SOUTH 89'37'39" WEST, A DISTANCE OF 57.82 FEET; THENCE NORTH 01'37'42" EAST, A DISTANCE OF 20.01 FEET; THENCE NORTH 89'37'39" EAST, A DISTANCE OF 76.63 FEET; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 42.84 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 65.82 FEET; THENCE NORTH 49'47'45" EAST, A DISTANCE OF 65.82 FEET; THENCE NORTH 49'47'45" EAST, A DISTANCE OF 42.87, A DISTANCE OF 42.87, A DISTANCE OF 42.87, A DISTANCE OF 43.24 FEET; THENCE SOUTH 40'37'36" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 49'47'45" WEST, A DISTANCE OF 32.87 FEET; THENCE SOUTH 61'06'11" EAST, A DISTANCE OF 29.02 FEET; THENCE SOUTH 28'53'49" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 61'06'11" WEST, A DISTANCE OF 41.43 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 85.61 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

CAULFIELD & WHEELER, INC. CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452	DATE 04/19/21 DRAWN BY RLF F.B./ PG. N/A
SOMERSET VILLAGE PLAT UTILITY EASEMENT	SCALE AS SHOWN JOB NO. 8193

SHEET 2 OF 6



NOTES:

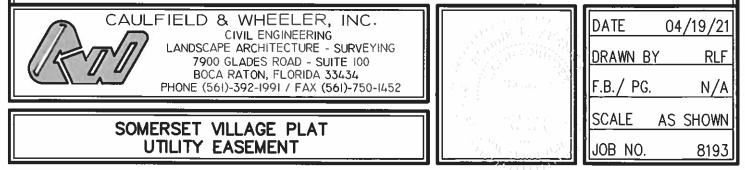
- 1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- 2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF PARCEL C SOMERSET VILLAGE HAVING A OF BEARING OF S01'47'11"E.
- 4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

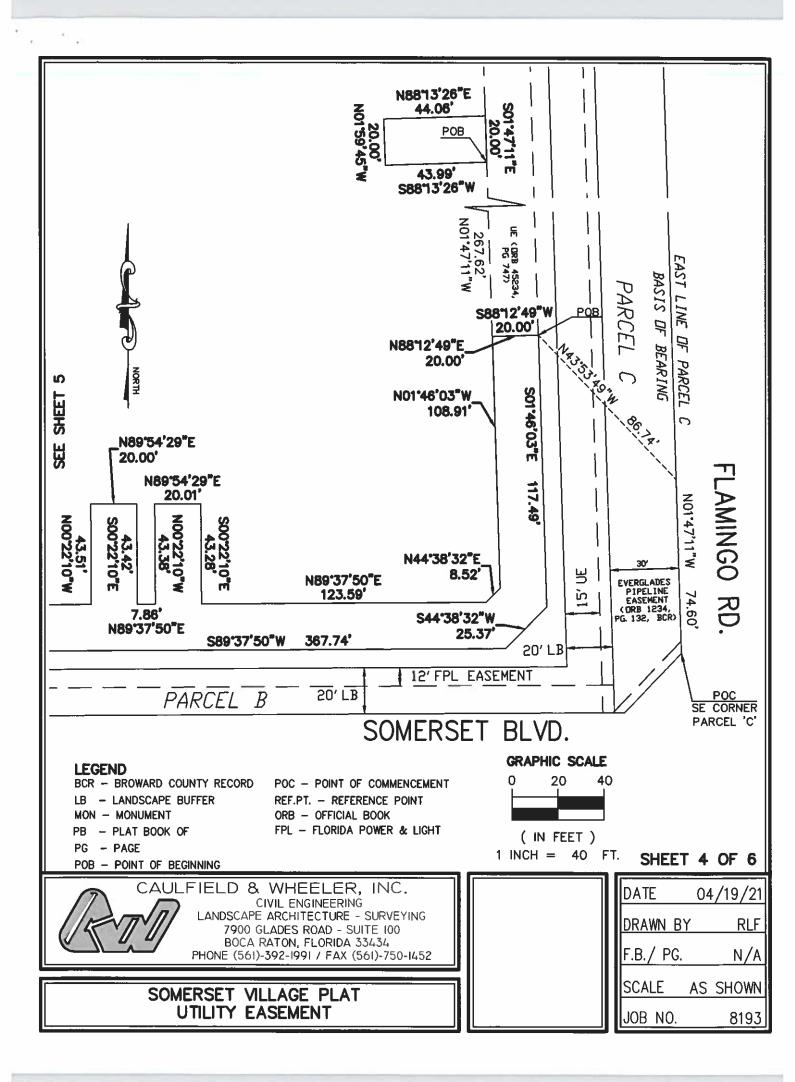
CERTIFICATE:

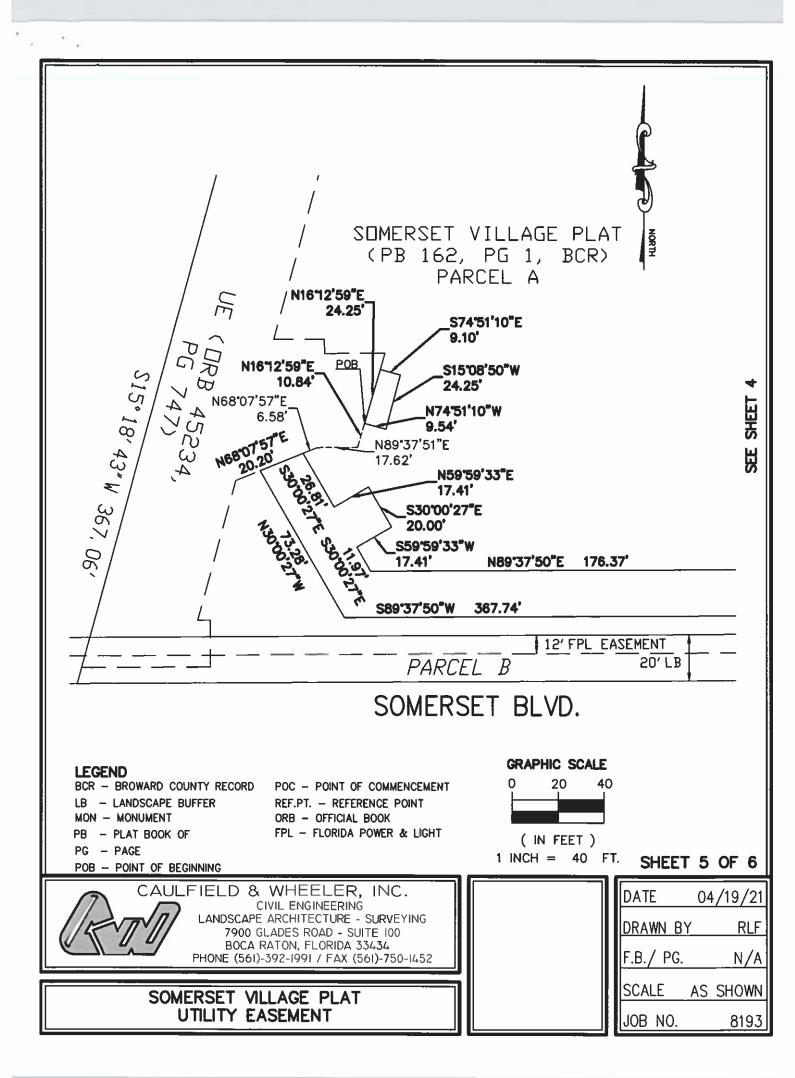
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 19, 2021. I FURTHER CERTIEY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUJES 472.027.

PROFESSIONAL SURVEYOR AND MAPPER #6272 STATE OF FLORIDA - LB #3591

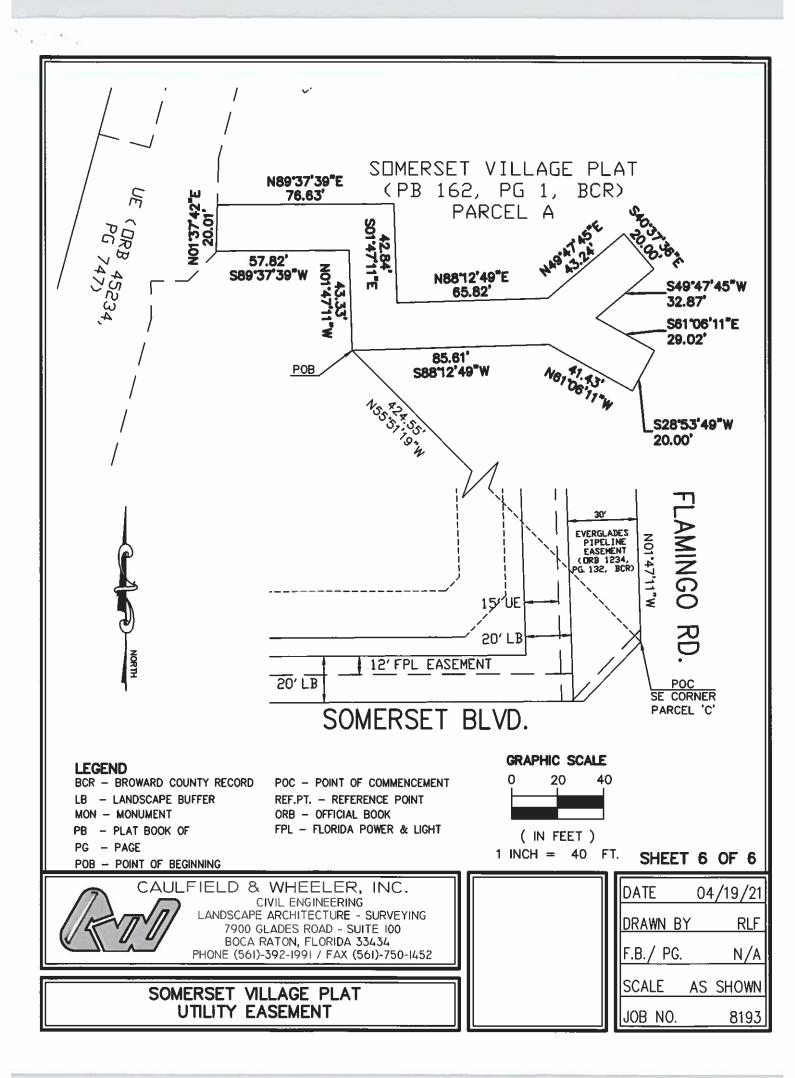
SHEET 3 OF 6







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DESCRIPTION:

A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE SOUTH 01'47'11" EAST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 494.30 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 58.00 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 16.68 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 6.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88'12'49" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 16.41 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 16.41 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING 5 PARCELS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE SOUTH 89'38'33" WEST, ALONG THE NORTH LINE OF SAID PARCEL 'A', A DISTANCE OF 70.27 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°21'27" EAST, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING "A"; THENCE SOUTH 89'38'33" WEST, A DISTANCE OF 160.43 FEET; THENCE SOUTH 80'18'36" WEST, A DISTANCE OF 78.78 FEET; THENCE SOUTH 13'46'25" WEST, A DISTANCE OF 62.39 FEET; THENCE SOUTH 01"47'11" EAST, A DISTANCE OF 90.20 FEET; THENCE SOUTH 44"20'40" EAST, A DISTANCE OF 29.42 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 36.10 FEET; THENCE SOUTH 01"47"11" EAST, A DISTANCE OF 111.16 FEET; THENCE SOUTH 88"12'49" WEST, A DISTANCE OF 3.61 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT "B"; THENCE SOUTH 01'55'03" EAST, A DISTANCE OF 39.86 FEET; THENCE NORTH 88'53'49" EAST, A DISTANCE OF 11.78 FEET; THENCE NORTH 43'12'45" EAST, A DISTANCE OF 33.96 FEET; THENCE SOUTH 46'47'15" EAST, A DISTANCE OF 5.52 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 2.89 FEET; THENCE NORTH 43'12'45" EAST, A DISTANCE OF 6.97 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 64.24 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 18.00 FEET; THENCE NORTH 01"47'11" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 18.00 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 61.88 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 6.50 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 31.13 FEET; THENCE SOUTH 88"12'49" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 01"47'11" EAST, A DISTANCE OF 31.13 FEET; THENCE SOUTH 88"12'49" WEST, A DISTANCE OF 44.82 FEET; THENCE NORTH 44'20'40" WEST, A DISTANCE OF 12.84 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 79.68 FEET; THENCE NORTH 13'46'25" EAST, A DISTANCE OF 46.54 FEET; THENCE NORTH 80'18'36" EAST, A DISTANCE OF 64.02 FEET; THENCE SOUTH 00"21"31" EAST, A DISTANCE OF 20.19 FEET; THENCE NORTH 89"38'29" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°21'31" WEST, A DISTANCE OF 20.19 FEET; THENCE NORTH 89'38'33" EAST, A DISTANCE OF 100.67 FEET; THENCE SOUTH 39'17'21" EAST, A DISTANCE OF 4.70 FEET; THENCE SOUTH 02'07'29" EAST, A DISTANCE OF 22.46 FEET; THENCE NORTH 66'25'42" EAST, A DISTANCE OF 21.54 FEET; THENCE NORTH 01'50'24" WEST, A DISTANCE OF 21.11 FEET; THENCE NORTH 39"17'21" WEST, A DISTANCE OF 21.23 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT SAID REFERENCE POINT "B"; THENCE SOUTH 88"12'49" WEST, A DISTANCE OF 138.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, SOUTH 88"12'49" WEST, A DISTANCE OF 27.26 FEET; THENCE NORTH 01"47'13" WEST, A DISTANCE OF 28.09 FEET; THENCE NORTH 88"12'44" EAST, A DISTANCE OF 27.26 FEET; THENCE SOUTH 01"47'16" EAST, A DISTANCE OF 28.09 FEET TO THE POINT OF BEGINNING.

SHEET 1 OF 5

CAULFIELD & WHEELER, INC. CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452	DATE 10/29/2020 DRAWN BY RLF F.B./ PG. N/A
SUMERSET VILLAGE PLAT UTILITY EASEMENT	SCALE AS SHOWN JOB NO. 8193

DESCRIPTION CONTINUED:

AND

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COMMENCING AT THE NORTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE SOUTH 01"47'11" EAST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 244.70 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 88"12'49" WEST, A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, SOUTH 88"12'49" WEST, A DISTANCE OF 44.09 FEET; THENCE SOUTH 01"54"56" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88"12'49" EAST, A DISTANCE OF 44.05 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT "C"; THENCE NORTH 01"47"11" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

AND

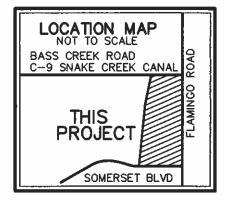
COMMENCING AT SAID REFERENCE POINT "C"; THENCE SOUTH 01*47'11" EAST, A DISTANCE OF 60.24 FEET TO THE POINT OF BEGINNING "C"; THENCE SOUTH 43'09'24" WEST, A DISTANCE OF 17.15 FEET; THENCE SOUTH 01'48'54" EAST, A DISTANCE OF 44.06 FEET; THENCE SOUTH 46'50'36" EAST, A DISTANCE OF 17.08 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT 'D'; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 68.27 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT SAID REFERENCE POINT 'D'; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 9.14 FEET TO THE POINT OF BEGINNING 'D'; THENCE SOUTH 88'12'46" WEST, A DISTANCE OF 41.36 FEET; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88'12'46" EAST, A DISTANCE OF 41.36 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

SHEET 2 OF 5 CAULFIELD & WHEELER, INC. DATE 10/29/2020 CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING DRAWN BY RLF 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 F.B./ PG. N/A PHONE (561)-392-1991 / FAX (561)-750-1452 SCALE AS SHOWN SUMERSET VILLAGE PLAT UTILITY EASEMENT JOB NO. 8193



NOTES:

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- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF PARCEL C SOMERSET VILLAGE HAVING A OF BEARING OF SO1'47'11"E.
- 4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

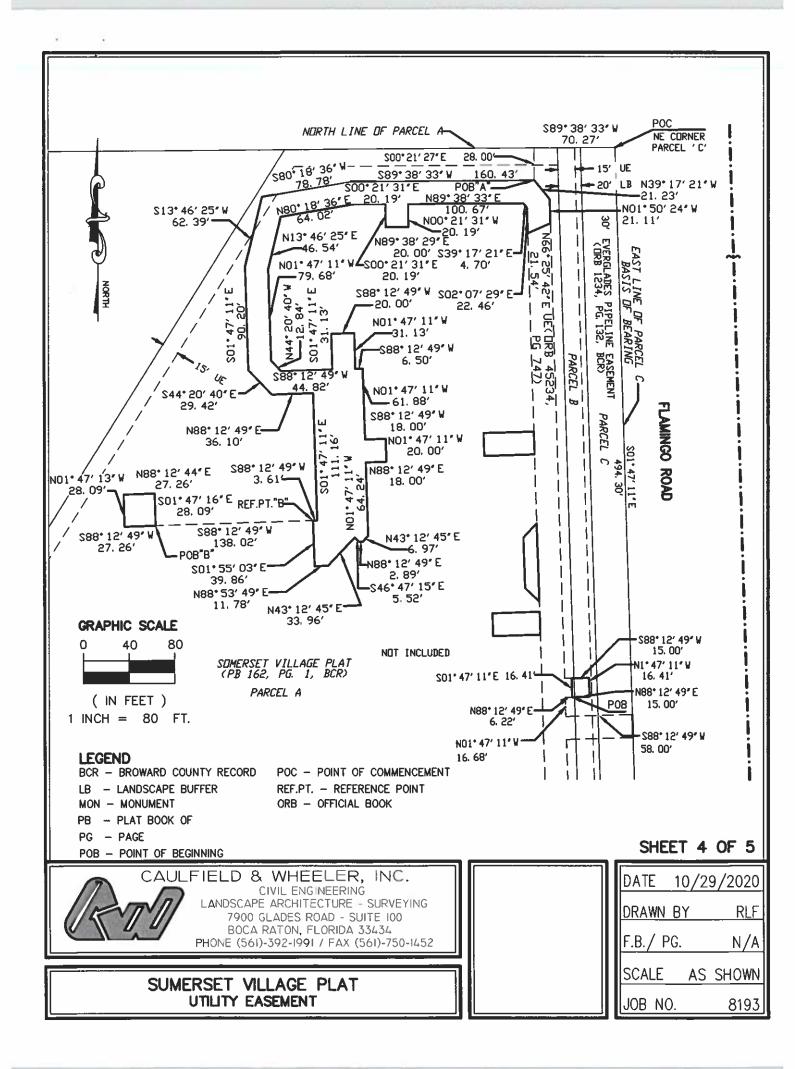
CERTIFICATE:

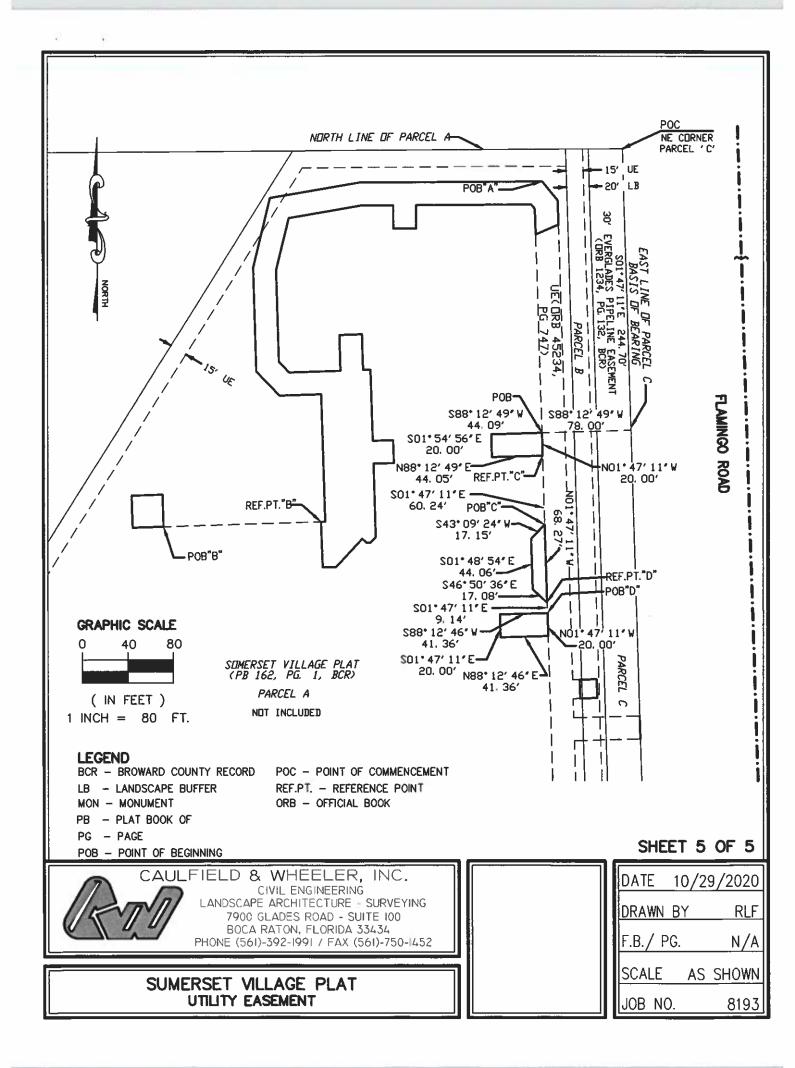
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON OCTOBER 29, 2020. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM PROFESSIONAL SURVEYOR AND MAPPER #6272 STATE OF FLORIDA - LB #3591

SHEET 3 OF 5

CAULFIELD & WHEELER, INC. CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452	DATE 10/29/2020 DRAWN BY RLF F.B./ PG. N/A
SUMERSET VILLAGE PLAT UTILITY EASEMENT	SCALE AS SHOWN JOB NO. 8193





PROJECT NAME: BOARDWALK 280

DEVELOPER: BOARDWALK 280, LLC

DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
SEWAGE COLLECTION SYSTEM				
8" SDR26 P.V.C. (0/6 Cut)	123	LF	\$25.00	\$3,075.00
8" SDR26 P.V.C. (6/8 Cut)	42	LF	\$30.00	\$1,260.00
8" SDR26 P.V.C. (8/10 Cut)	128	LF	\$35.00	\$4,480.00
4' Dia. Manhole (0'/6' Cut)	2	EA	\$2,875.00	\$5,750.00
4' Dia. Manhole (6'/8' Cut)	1	EA	\$3,500.00	\$3,500.00
4' Dia. Manhole (8'/10' Cut)	3	EA	\$4,000.00	\$12,000.00
4' Dia. Manhole (10'/12' Cut)	1	EA	\$4,500.00	\$4,500.00
6" SDR26 P.V.C. Single lateral	7	EA	\$1,250.00	\$8,750.00
6" Cleanouts	7	EA	\$500.00	\$3,500.00
Connect to ex. Manhole	8	EA	\$6,500.00	\$52,000.00
Rainstoppers	7	EA	\$250.00	\$1,750.00
Sewer cleaning, testing, televise	1	LS	\$6,750.00	\$6,750.00
SUBTOTAL SEWAGE COLLECTION	SYSTEM =			<u>\$107,315.00</u>
				÷
WATER DISTRIBUTION SYSTEM				
4" DIP Pipe	370	LF	\$25.00	\$9,250.00
6" DIP Pipe	205	LF	\$30.00	\$6,150.00
8" DIP Pipe	1,250	LF	\$40.00	\$50,000.00
4" Gate Valve & Box	13	EA	\$750.00	\$9,750.00
6" Gate Valve & Box	5	EA	\$1,000.00	\$5,000.00
8" Gate Valve & Box	2	EA	\$1,250.00	\$2,500.00
Fire Hydrant w/ Mega Lug	7	EA	\$3,800.00	\$26,600.00
Sample points	12	EA	\$500.00	\$6,000.00
8" x 6" Tapping sleeve	1	EA	\$15,000.00	\$15,000.00
Fill & Flush connections	6	EA	\$1,300.00	\$7,800.00
Water mainn fittings	1	LS	\$40,000.00	\$40,000.00
1" Single water service:	2	EA	\$1,500.00	\$3,000.00
2" Single water service:	8	EA	\$2,500.00	\$20,000.00
Connect to ex. water main	10	EA	\$3,750.00	\$37,500.00
Cut tee into existing 8" water main	9	EA	\$5,000.00	\$45,000.00
Pavement Restoration	200	SY	\$50.00	\$10,000.00
Water main testing	1	LS	\$7,500.00	\$7,500.00
SUBTOTAL WATER DISTRIBUTION	<u>SYSTEM =</u>			<u>\$301,050.00</u>
TOTAL PROJECT COST =	IN BALLEE	11/1		\$408,365.00



5/5/2021

WARRANTY (Corporate)

THIS WARRANTY made this _____ day of ______, 20²¹, by BOARDWALK 280, LLC _____,a Florida Corporation ______ (hereinafter referred to as "Warrantor"), whose

address is <u>9900 S.W. 107th Avenue, Suite 103, Miami, FL 33176</u> 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 improvements (hereinafter the "Facilities") to serve BOARDWALK 280- (name of Project);

PHASE ONE

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; February

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.

2.

	Boardwalk 280,	LLC.	[Name of
	Corporation], a		Corporation
	[insert name of s	tate of incorpor	ation]
WITNESSES: Milman S Print Name: YOUANDA HERNANDE 2. Address: World Sw 121 Ter Miami, FL 33186	February By:	Terardo Aguirre	
Diana hamilto	Title: Manag	jer	
Mana Jaromi AT	(0000000	Florida	
Print Name: Iihong JARAMICUD . Address: 9820 500 854751.	(CORPORAT	E SEAL)	
MiOmi, Fl 33173.			
STATE OF <u>Florida</u>) COUNTY OF <u>Miami-Dade</u>)			
, on	behalf of the	280, UL	as , a . (He)she ,
personally known to me () or has pridentification.			, as
SEAL Notary Public-State of Florida Commission # GG 325624 My Commission Expires August 15, 2023	NOTARY PU MQ	Sain	
My Comi nission Expires.	Print on Type	Name of Nota	ry Public

DESCRIPTION:

A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE NORTH 01'47'11" WEST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 74.60 FEET; THENCE NORTH 43'53'49" WEST, A DISTANCE OF 86.74 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01'46'03" EAST, A DISTANCE OF 117.49 FEET; THENCE SOUTH 44'38'32" WEST, A DISTANCE OF 25.37 FEET; THENCE SOUTH 89'37'50" WEST, A DISTANCE OF 367.74 FEET; THENCE NORTH 30'00'27" WEST, A DISTANCE OF 73.28 FEET; THENCE NORTH 68'07'57" EAST, A DISTANCE OF 20.20 FEET; THENCE SOUTH 30'00'27" EAST, A DISTANCE OF 26.81 FEET; THENCE NORTH 59'59'33" EAST, A DISTANCE OF 17.41 FEET; THENCE SOUTH 30'00'27" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 59'59'33" WEST, A DISTANCE OF 17.41 FEET; THENCE SOUTH 30'00'27" EAST, A DISTANCE OF 11.97 FEET; THENCE NORTH 89'37'50" EAST, A DISTANCE OF 176.37 FEET; THENCE NORTH 00'22'10" WEST, A DISTANCE OF 43.51 FEET; THENCE NORTH 89'54'29" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00'22'10" EAST, A DISTANCE OF 43.42 FEET; THENCE NORTH 89'37'50" EAST, A DISTANCE OF 7.86 FEET; THENCE NORTH 00'22'10" WEST, A DISTANCE OF 43.38 FEET; THENCE NORTH 89'54'29" EAST, A DISTANCE OF 20.01 FEET; THENCE SOUTH 00'22'10" EAST, A DISTANCE OF 43.28 FEET; THENCE NORTH 89'37'50" EAST, A DISTANCE OF 123.59 FEET; THENCE NORTH 44'38'32" EAST, A DISTANCE OF 8.52 FEET; THENCE NORTH 01"46'03" WEST, A DISTANCE OF 108.91 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY. FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE NORTH 01°47'11" WEST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 74.60 FEET; THENCE NORTH 43'53'49" WEST, A DISTANCE OF 86.74 FEET; THENCE SOUTH 01'46'03" EAST, A DISTANCE OF 117.49 FEET; THENCE SOUTH 44'38'32" WEST, A DISTANCE OF 25.37 FEET; THENCE SOUTH 89'37'50" WEST, A DISTANCE OF 367.74 FEET; THENCE NORTH 30'00'27" WEST, A DISTANCE OF 73.28 FEET; THENCE NORTH 68'07'57" EAST, A DISTANCE OF 20.20 FEET; THENCE NORTH 68'07'57" EAST, A DISTANCE OF 6.58 FEET; THENCE NORTH 89'37'51" EAST, A DISTANCE OF 17.62 FEET; THENCE NORTH 16"12'59" EAST, A DISTANCE OF 10.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 16"12'59" EAST, A DISTANCE OF 24.25 FEET; THENCE SOUTH 74"51'10" EAST, A DISTANCE OF 9.10 FEET; THENCE SOUTH 15'08'50" WEST, A DISTANCE OF 24.25 FEET; THENCE NORTH 74'51'10" WEST, A DISTANCE OF 9.54 FEET TO THE POINT OF BEGINNING.

DESCRIPTION CONTINUED ON SHEET 2

CAULFIELD & WHEELER, INC. DATE 04/19/21 CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING DRAWN BY RLF 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLOR DA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452 F.B./ PG. N/A SCALE AS SHOWN SOMERSET VILLAGE PLAT UTILITY EASEMENT JOB NO. 8193

SHEET 1 OF 6

DESCRIPTION: (CONTINUED)

TOGETHER WITH:

A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE NORTH 01'47'11" WEST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 74.60 FEET; THENCE NORTH 43'53'49" WEST, A DISTANCE OF 86.74 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 267.62 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88'13'26" WEST, A DISTANCE OF 43.99 FEET; THENCE NORTH 01'59'45" WEST, A DISTANCE OF 20.00 FEET; THENCE OF 20.00 FEET; THENCE OF 44.06 FEET; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

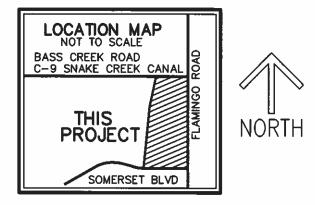
A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE NORTH 55'51'19" WEST, A DISTANCE OF 424.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 43.33 FEET; THENCE SOUTH 89'37'39" WEST, A DISTANCE OF 57.82 FEET; THENCE NORTH 01'37'42" EAST, A DISTANCE OF 20.01 FEET; THENCE NORTH 89'37'39" EAST, A DISTANCE OF 76.63 FEET; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 42.84 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 65.82 FEET; THENCE NORTH 49'47'45" EAST, A DISTANCE OF 65.82 FEET; THENCE NORTH 49'47'45" EAST, A DISTANCE OF 42.87, A DISTANCE OF 42.87, A DISTANCE OF 42.87, A DISTANCE OF 43.24 FEET; THENCE SOUTH 40'37'36" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 49'47'45" WEST, A DISTANCE OF 32.87 FEET; THENCE SOUTH 61'06'11" EAST, A DISTANCE OF 29.02 FEET; THENCE SOUTH 28'53'49" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 61'06'11" WEST, A DISTANCE OF 41.43 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 85.61 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

CAULFIELD & WHEELER, INC. CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452	DATE 04/19/21 DRAWN BY RLF F.B./ PG. N/A
SOMERSET VILLAGE PLAT UTILITY EASEMENT	SCALE AS SHOWN JOB NO. 8193

SHEET 2 OF 6



NOTES:

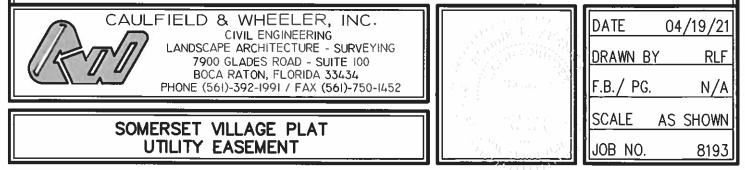
- 1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- 2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF PARCEL C SOMERSET VILLAGE HAVING A OF BEARING OF S01'47'11"E.
- 4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

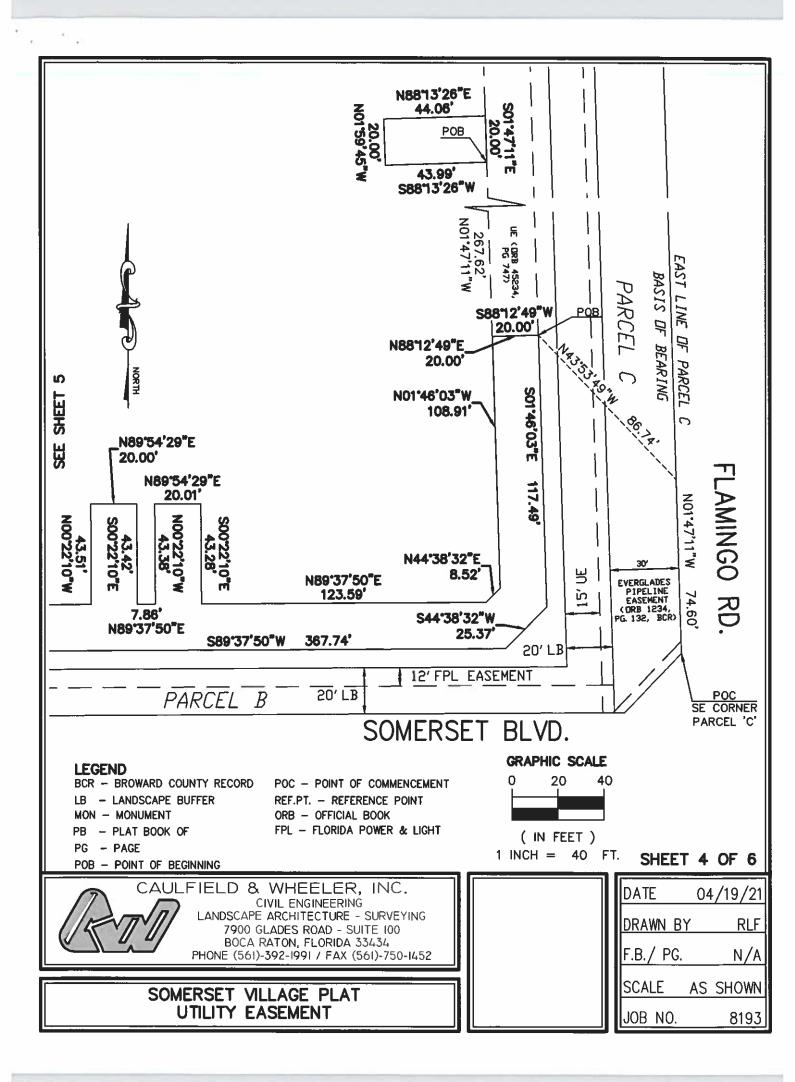
CERTIFICATE:

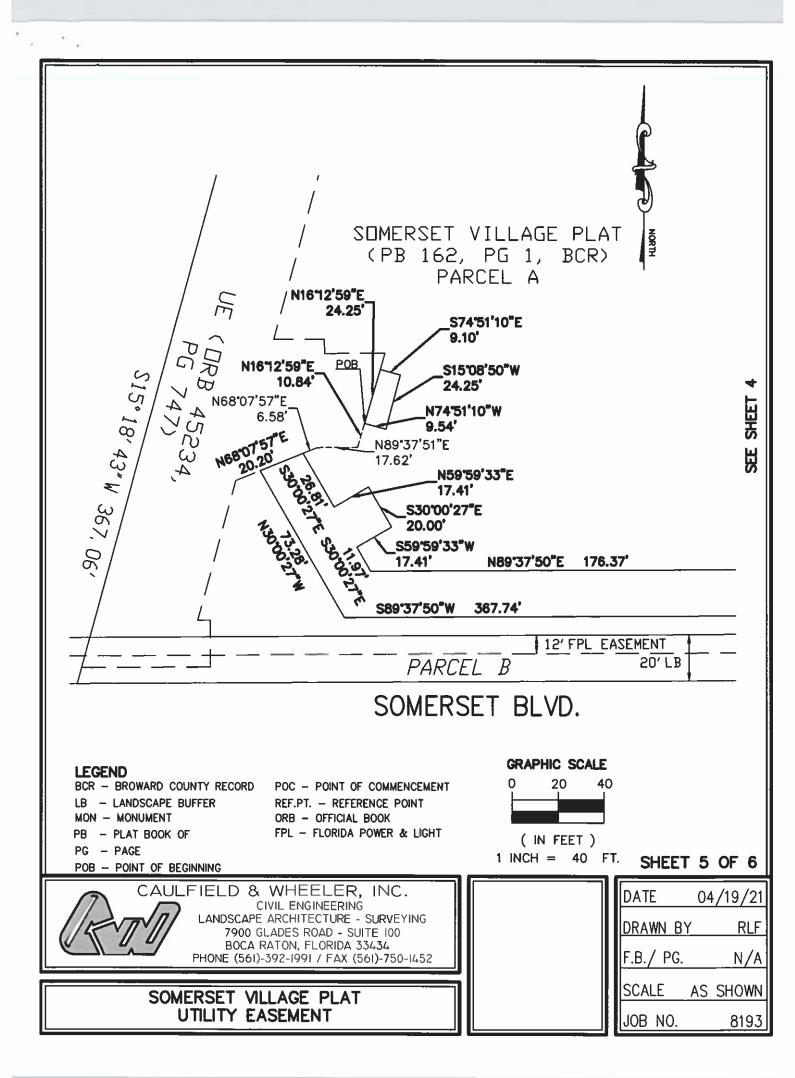
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 19, 2021. I FURTHER CERTIEY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUJES 472.027.

PROFESSIONAL SURVEYOR AND MAPPER #6272 STATE OF FLORIDA - LB #3591

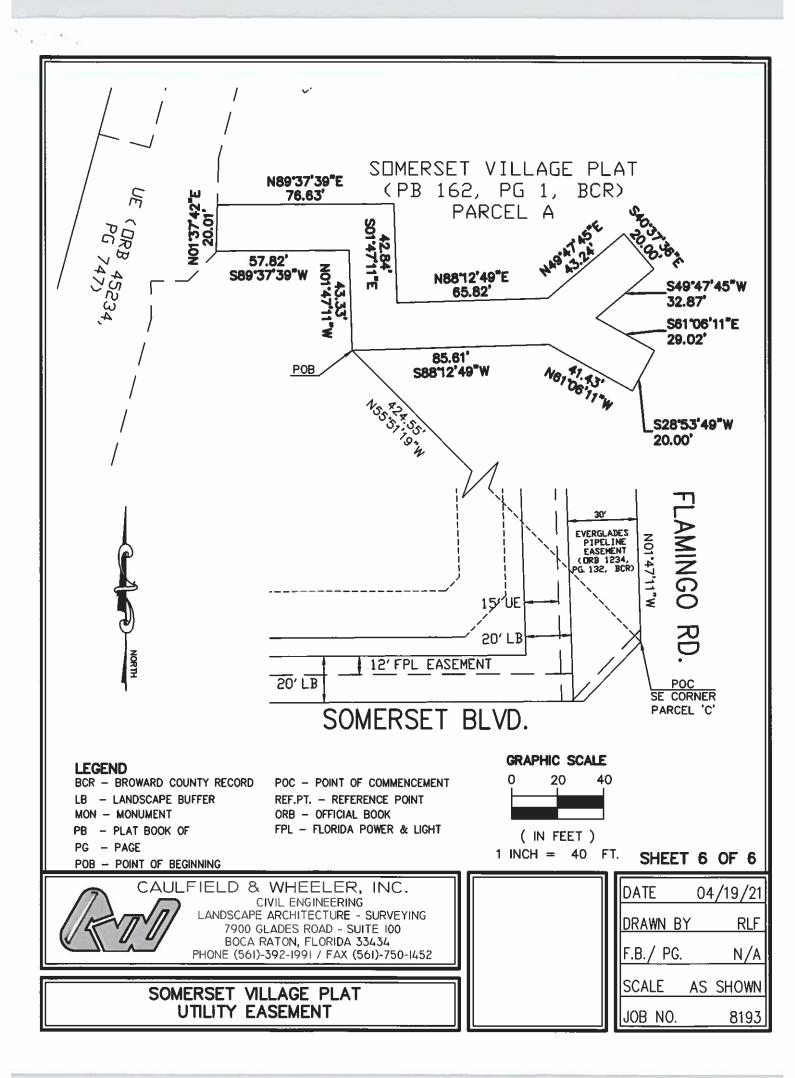
SHEET 3 OF 6







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DESCRIPTION:

A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE SOUTH 01'47'11" EAST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 494.30 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 58.00 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 16.68 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 6.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88'12'49" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 16.41 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 16.41 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING 5 PARCELS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE SOUTH 89'38'33" WEST, ALONG THE NORTH LINE OF SAID PARCEL 'A', A DISTANCE OF 70.27 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°21'27" EAST, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING "A"; THENCE SOUTH 89'38'33" WEST, A DISTANCE OF 160.43 FEET; THENCE SOUTH 80'18'36" WEST, A DISTANCE OF 78.78 FEET; THENCE SOUTH 13'46'25" WEST, A DISTANCE OF 62.39 FEET; THENCE SOUTH 01"47'11" EAST, A DISTANCE OF 90.20 FEET; THENCE SOUTH 44"20'40" EAST, A DISTANCE OF 29.42 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 36.10 FEET; THENCE SOUTH 01"47"11" EAST, A DISTANCE OF 111.16 FEET; THENCE SOUTH 88"12'49" WEST, A DISTANCE OF 3.61 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT "B"; THENCE SOUTH 01'55'03" EAST, A DISTANCE OF 39.86 FEET; THENCE NORTH 88'53'49" EAST, A DISTANCE OF 11.78 FEET; THENCE NORTH 43'12'45" EAST, A DISTANCE OF 33.96 FEET; THENCE SOUTH 46'47'15" EAST, A DISTANCE OF 5.52 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 2.89 FEET; THENCE NORTH 43'12'45" EAST, A DISTANCE OF 6.97 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 64.24 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 18.00 FEET; THENCE NORTH 01"47'11" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 18.00 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 61.88 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 6.50 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 31.13 FEET; THENCE SOUTH 88"12'49" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 01"47'11" EAST, A DISTANCE OF 31.13 FEET; THENCE SOUTH 88"12'49" WEST, A DISTANCE OF 44.82 FEET; THENCE NORTH 44'20'40" WEST, A DISTANCE OF 12.84 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 79.68 FEET; THENCE NORTH 13'46'25" EAST, A DISTANCE OF 46.54 FEET; THENCE NORTH 80'18'36" EAST, A DISTANCE OF 64.02 FEET; THENCE SOUTH 00"21"31" EAST, A DISTANCE OF 20.19 FEET; THENCE NORTH 89"38'29" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°21'31" WEST, A DISTANCE OF 20.19 FEET; THENCE NORTH 89'38'33" EAST, A DISTANCE OF 100.67 FEET; THENCE SOUTH 39'17'21" EAST, A DISTANCE OF 4.70 FEET; THENCE SOUTH 02'07'29" EAST, A DISTANCE OF 22.46 FEET; THENCE NORTH 66'25'42" EAST, A DISTANCE OF 21.54 FEET; THENCE NORTH 01'50'24" WEST, A DISTANCE OF 21.11 FEET; THENCE NORTH 39"17'21" WEST, A DISTANCE OF 21.23 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT SAID REFERENCE POINT "B"; THENCE SOUTH 88"12'49" WEST, A DISTANCE OF 138.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, SOUTH 88"12'49" WEST, A DISTANCE OF 27.26 FEET; THENCE NORTH 01"47'13" WEST, A DISTANCE OF 28.09 FEET; THENCE NORTH 88"12'44" EAST, A DISTANCE OF 27.26 FEET; THENCE SOUTH 01"47'16" EAST, A DISTANCE OF 28.09 FEET TO THE POINT OF BEGINNING.

SHEET 1 OF 5

CAULFIELD & WHEELER, INC. CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452	DATE 10/29/2020 DRAWN BY RLF F.B./ PG. N/A
SUMERSET VILLAGE PLAT UTILITY EASEMENT	SCALE AS SHOWN JOB NO. 8193

DESCRIPTION CONTINUED:

AND

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COMMENCING AT THE NORTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE SOUTH 01"47'11" EAST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 244.70 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 88"12'49" WEST, A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, SOUTH 88"12'49" WEST, A DISTANCE OF 44.09 FEET; THENCE SOUTH 01"54"56" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88"12'49" EAST, A DISTANCE OF 44.05 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT "C"; THENCE NORTH 01"47"11" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

AND

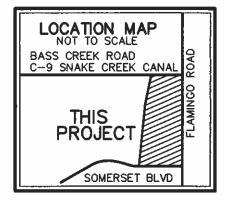
COMMENCING AT SAID REFERENCE POINT "C"; THENCE SOUTH 01*47'11" EAST, A DISTANCE OF 60.24 FEET TO THE POINT OF BEGINNING "C"; THENCE SOUTH 43'09'24" WEST, A DISTANCE OF 17.15 FEET; THENCE SOUTH 01'48'54" EAST, A DISTANCE OF 44.06 FEET; THENCE SOUTH 46'50'36" EAST, A DISTANCE OF 17.08 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT 'D'; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 68.27 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT SAID REFERENCE POINT 'D'; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 9.14 FEET TO THE POINT OF BEGINNING 'D'; THENCE SOUTH 88'12'46" WEST, A DISTANCE OF 41.36 FEET; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88'12'46" EAST, A DISTANCE OF 41.36 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

SHEET 2 OF 5 CAULFIELD & WHEELER, INC. DATE 10/29/2020 CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING DRAWN BY RLF 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 F.B./ PG. N/A PHONE (561)-392-1991 / FAX (561)-750-1452 SCALE AS SHOWN SUMERSET VILLAGE PLAT UTILITY EASEMENT JOB NO. 8193



NOTES:

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- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF PARCEL C SOMERSET VILLAGE HAVING A OF BEARING OF SO1'47'11"E.
- 4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

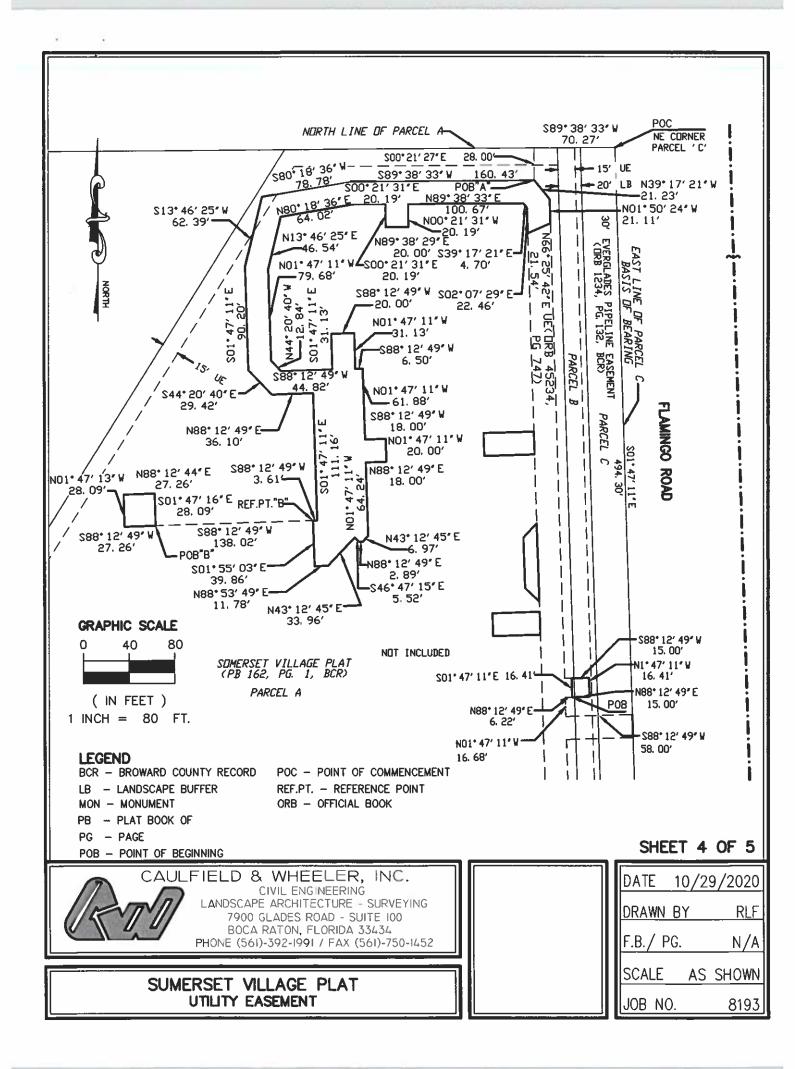
CERTIFICATE:

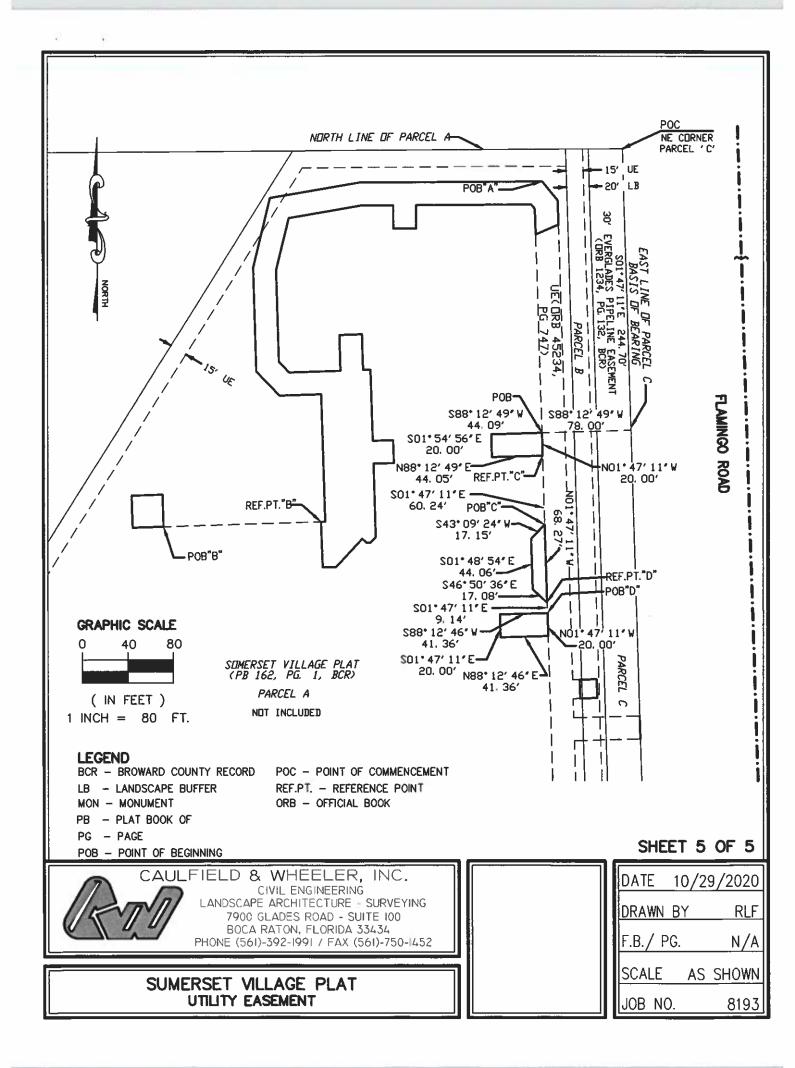
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON OCTOBER 29, 2020. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM PROFESSIONAL SURVEYOR AND MAPPER #6272 STATE OF FLORIDA - LB #3591

SHEET 3 OF 5

CAULFIELD & WHEELER, INC. CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452	DATE 10/29/2020 DRAWN BY RLF F.B./ PG. N/A
SUMERSET VILLAGE PLAT UTILITY EASEMENT	SCALE AS SHOWN JOB NO. 8193





PROJECT NAME: BOARDWALK 280

DEVELOPER: BOARDWALK 280, LLC

DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT	
SEWAGE COLLECTION SYSTEM					
8" SDR26 P.V.C. (0/6 Cut)	123	LF	\$25.00	\$3,075.00	
8" SDR26 P.V.C. (6/8 Cut)	42	LF	\$30.00	\$1,260.00	
8" SDR26 P.V.C. (8/10 Cut)	128	LF	\$35.00	\$4,480.00	
4' Dia. Manhole (0'/6' Cut)	2	EA	\$2,875.00	\$5,750.00	
4' Dia. Manhole (6'/8' Cut)	- 1	EA	\$3,500.00	\$3,500.00	
4' Dia. Manhole (8'/10' Cut)	3	EA	\$4,000.00	\$12,000.00	
4' Dia. Manhole (10'/12' Cut)	1	EA	\$4,500.00	\$4,500.00	
6" SDR26 P.V.C. Single lateral	. 7	EA	\$1,250.00	\$8,750.00	
6" Cleanouts	7	EA	\$500.00	\$3,500.00	
Connect to ex. Manhole	. 8	EA	\$6,500.00	\$52,000.00	
Rainstoppers	7	EA	\$250.00	\$1,750.00	
Sewer cleaning, testing, televise	1	LS	\$6,750.00	\$6,750.00	
				<i></i>	
SUBTOTAL SEWAGE COLLECTION	SYSTEM =			<u>\$107,315.00</u>	
WATER DISTRIBUTION SYSTEM					
4" DIP Pipe	370	LF	\$25.00	\$9,250.00	
6" DIP Pipe	205	LF	\$30.00	\$6,150.00	
8" DIP Pipe	1,250	LF	\$40.00	\$50,000.00	
4" Gate Valve & Box	13	EA	\$750.00	\$9,750.00	
6" Gate Valve & Box	5	EA	\$1,000.00	\$5,000.00	
8" Gate Valve & Box	2	EA	\$1,250.00	\$2,500.00	
Fire Hydrant w/ Mega Lug	7	EA	\$3,800.00	\$26,600.00	
Sample points	12	EA	\$500.00	\$6,000.00	
8" x 6" Tapping sleeve	1	EA	\$15,000.00	\$15,000.00	
Fill & Flush connections	6	EA	\$1,300.00	\$7,800.00	
Water mainn fittings	1	LS	\$40,000.00	\$40,000.00	
1" Single water service:	2	EA	\$1,500.00	\$3,000.00	
2" Single water service:	8	EA	\$2,500.00	\$20,000.00	
Connect to ex. water main	10	EA	\$3,750.00	\$37,500.00	
Cut tee into existing 8" water main	9	EA	\$5,000.00	\$45,000.00	
Pavement Restoration	200	SY	\$50.00	\$10,000.00	
Water main testing	1	LS	\$7,500.00	\$7,500.00	
SUBTOTAL WATER DISTRIBUTION SYSTEM = \$301,050.00					
TOTAL PROJECT COST =	IN BALLEE	2111		\$408,365.00	



5/5/2021

WAIVER AND RELEASE OF LIEN (Corporate)

KNOW ALL MEN BY THESE PRESENTS, that TRANS FLORIDA DEVELOPMENT 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 BOARDWALK 280 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 Ap(1) / U, 2021 (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 day of ARVI ,20 21 .

WITNESSETH

TRANS FLORIDA DEVELOPMENT CORP.

Name of Corporation

By: Name Title

A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE NORTH 01'47'11" WEST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 74.60 FEET; THENCE NORTH 43'53'49" WEST, A DISTANCE OF 86.74 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01'46'03" EAST, A DISTANCE OF 117.49 FEET; THENCE SOUTH 44'38'32" WEST, A DISTANCE OF 25.37 FEET; THENCE SOUTH 89'37'50" WEST, A DISTANCE OF 367.74 FEET; THENCE NORTH 30'00'27" WEST, A DISTANCE OF 73.28 FEET; THENCE NORTH 68'07'57" EAST, A DISTANCE OF 20.20 FEET; THENCE SOUTH 30'00'27" EAST, A DISTANCE OF 26.81 FEET; THENCE NORTH 59'59'33" EAST, A DISTANCE OF 17.41 FEET; THENCE SOUTH 30'00'27" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 59'59'33" WEST, A DISTANCE OF 17.41 FEET; THENCE SOUTH 30'00'27" EAST, A DISTANCE OF 11.97 FEET; THENCE NORTH 89'37'50" EAST, A DISTANCE OF 176.37 FEET; THENCE NORTH 00'22'10" WEST, A DISTANCE OF 43.51 FEET; THENCE NORTH 89'54'29" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00'22'10" EAST, A DISTANCE OF 43.42 FEET; THENCE NORTH 89'37'50" EAST, A DISTANCE OF 7.86 FEET; THENCE NORTH 00'22'10" WEST, A DISTANCE OF 43.38 FEET; THENCE NORTH 89'54'29" EAST, A DISTANCE OF 20.01 FEET; THENCE SOUTH 00'22'10" EAST, A DISTANCE OF 43.28 FEET; THENCE NORTH 89"37'50" EAST, A DISTANCE OF 123.59 FEET; THENCE NORTH 44"38'32" EAST, A DISTANCE OF 8.52 FEET; THENCE NORTH 01"46'03" WEST, A DISTANCE OF 108.91 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY. FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE NORTH 01°47'11" WEST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 74.60 FEET; THENCE NORTH 43'53'49" WEST, A DISTANCE OF 86.74 FEET; THENCE SOUTH 01'46'03" EAST, A DISTANCE OF 117.49 FEET; THENCE SOUTH 44'38'32" WEST, A DISTANCE OF 25.37 FEET; THENCE SOUTH 89'37'50" WEST, A DISTANCE OF 367.74 FEET; THENCE NORTH 30'00'27" WEST, A DISTANCE OF 73.28 FEET; THENCE NORTH 68'07'57" EAST, A DISTANCE OF 20.20 FEET; THENCE NORTH 68'07'57" EAST, A DISTANCE OF 6.58 FEET; THENCE NORTH 89'37'51" EAST, A DISTANCE OF 17.62 FEET; THENCE NORTH 16"12'59" EAST, A DISTANCE OF 10.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 16"12'59" EAST, A DISTANCE OF 24.25 FEET; THENCE SOUTH 74"51'10" EAST, A DISTANCE OF 9.10 FEET; THENCE SOUTH 15'08'50" WEST, A DISTANCE OF 24.25 FEET; THENCE NORTH 74'51'10" WEST, A DISTANCE OF 9.54 FEET TO THE POINT OF BEGINNING.

DESCRIPTION CONTINUED ON SHEET 2

CAULFIELD & WHEELER, INC. DATE 04/19/21 CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING DRAWN BY RLF 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLOR DA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452 F.B./ PG. N/A SCALE AS SHOWN SOMERSET VILLAGE PLAT UTILITY EASEMENT JOB NO. 8193

DESCRIPTION: (CONTINUED)

TOGETHER WITH:

A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE NORTH 01'47'11" WEST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 74.60 FEET; THENCE NORTH 43'53'49" WEST, A DISTANCE OF 86.74 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 267.62 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88'13'26" WEST, A DISTANCE OF 43.99 FEET; THENCE NORTH 01'59'45" WEST, A DISTANCE OF 20.00 FEET; THENCE OF 20.00 FEET; THENCE OF 44.06 FEET; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

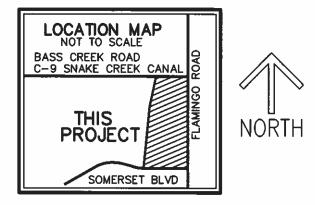
A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE NORTH 55'51'19" WEST, A DISTANCE OF 424.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 43.33 FEET; THENCE SOUTH 89'37'39" WEST, A DISTANCE OF 57.82 FEET; THENCE NORTH 01'37'42" EAST, A DISTANCE OF 20.01 FEET; THENCE NORTH 89'37'39" EAST, A DISTANCE OF 76.63 FEET; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 42.84 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 65.82 FEET; THENCE NORTH 49'47'45" EAST, A DISTANCE OF 65.82 FEET; THENCE NORTH 49'47'45" EAST, A DISTANCE OF 42.87, A DISTANCE OF 42.87, A DISTANCE OF 42.87, A DISTANCE OF 43.24 FEET; THENCE SOUTH 40'37'36" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 49'47'45" WEST, A DISTANCE OF 32.87 FEET; THENCE SOUTH 61'06'11" EAST, A DISTANCE OF 29.02 FEET; THENCE SOUTH 28'53'49" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 61'06'11" WEST, A DISTANCE OF 41.43 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 85.61 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

CAULFIELD & WHEELER, INC. CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452	DATE 04/19/21 DRAWN BY RLF F.B./ PG. N/A
SOMERSET VILLAGE PLAT UTILITY EASEMENT	SCALE AS SHOWN JOB NO. 8193

SHEET 2 OF 6

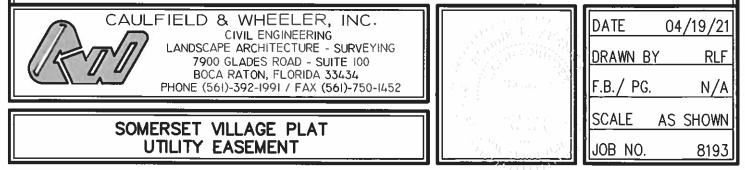


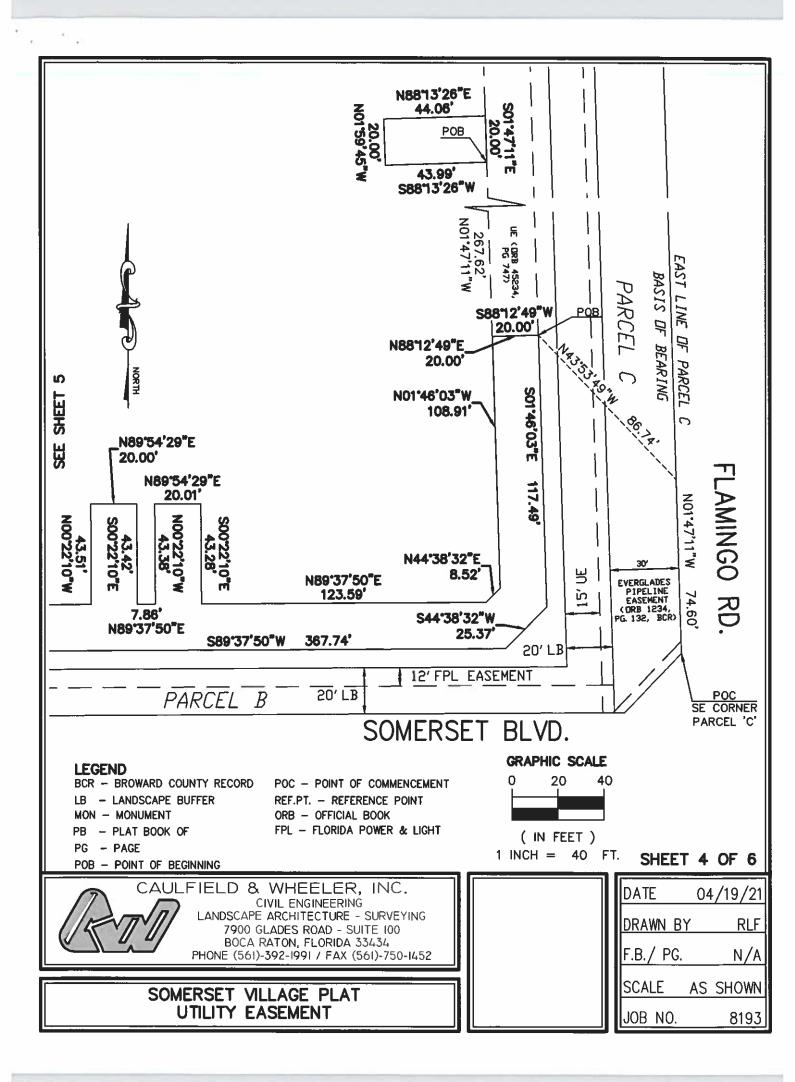
- 1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- 2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF PARCEL C SOMERSET VILLAGE HAVING A OF BEARING OF S01'47'11"E.
- 4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

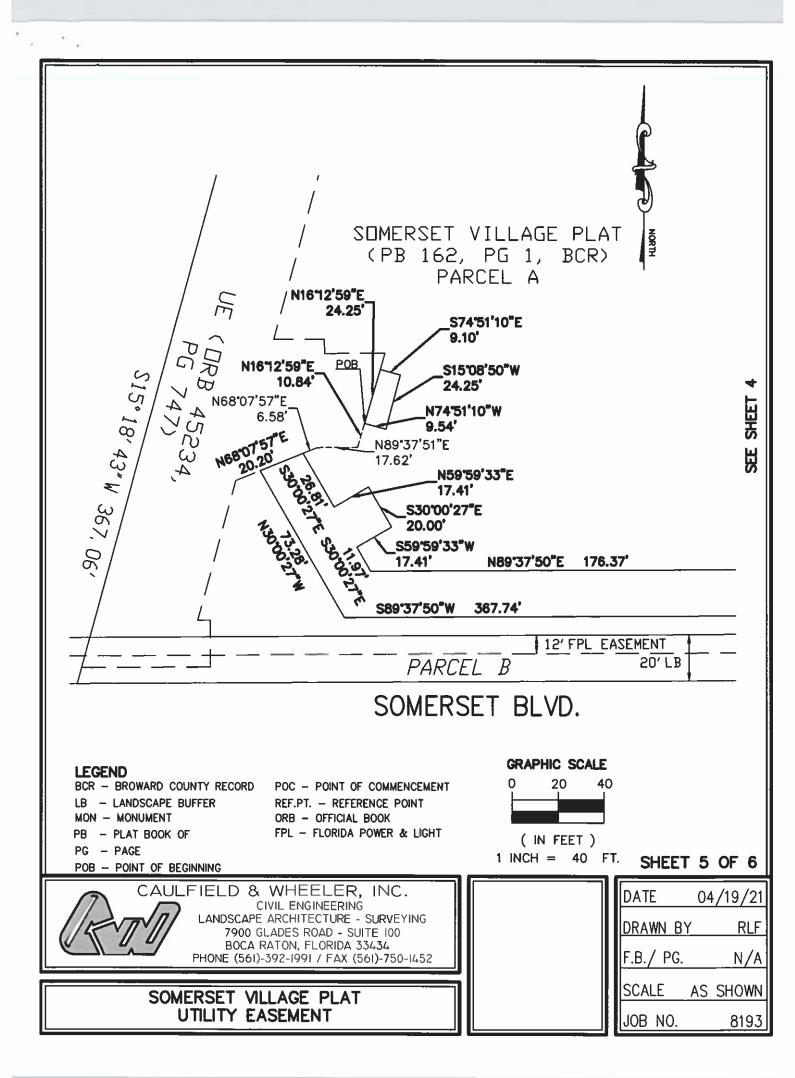
CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 19, 2021. I FURTHER CERTIEY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUJES 472.027.

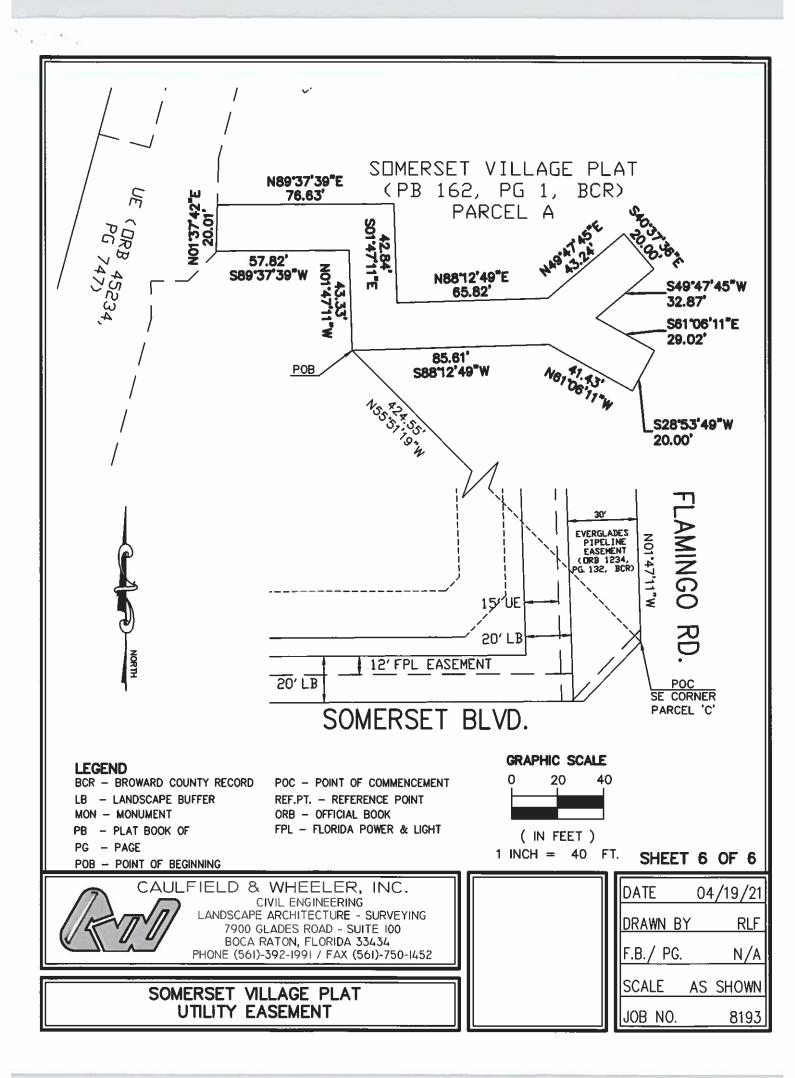
PROFESSIONAL SURVEYOR AND MAPPER #6272 STATE OF FLORIDA - LB #3591







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A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE SOUTH 01'47'11" EAST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 494.30 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 58.00 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 16.68 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 6.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88'12'49" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 16.41 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 16.41 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING 5 PARCELS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE SOUTH 89'38'33" WEST, ALONG THE NORTH LINE OF SAID PARCEL 'A', A DISTANCE OF 70.27 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°21'27" EAST, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING "A"; THENCE SOUTH 89'38'33" WEST, A DISTANCE OF 160.43 FEET; THENCE SOUTH 80'18'36" WEST, A DISTANCE OF 78.78 FEET; THENCE SOUTH 13'46'25" WEST, A DISTANCE OF 62.39 FEET; THENCE SOUTH 01"47'11" EAST, A DISTANCE OF 90.20 FEET; THENCE SOUTH 44"20'40" EAST, A DISTANCE OF 29.42 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 36.10 FEET; THENCE SOUTH 01"47"11" EAST, A DISTANCE OF 111.16 FEET; THENCE SOUTH 88"12'49" WEST, A DISTANCE OF 3.61 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT "B"; THENCE SOUTH 01'55'03" EAST, A DISTANCE OF 39.86 FEET; THENCE NORTH 88'53'49" EAST, A DISTANCE OF 11.78 FEET; THENCE NORTH 43'12'45" EAST, A DISTANCE OF 33.96 FEET; THENCE SOUTH 46'47'15" EAST, A DISTANCE OF 5.52 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 2.89 FEET; THENCE NORTH 43'12'45" EAST, A DISTANCE OF 6.97 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 64.24 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 18.00 FEET; THENCE NORTH 01"47'11" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 18.00 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 61.88 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 6.50 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 31.13 FEET; THENCE SOUTH 88"12'49" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 01"47'11" EAST, A DISTANCE OF 31.13 FEET; THENCE SOUTH 88"12'49" WEST, A DISTANCE OF 44.82 FEET; THENCE NORTH 44'20'40" WEST, A DISTANCE OF 12.84 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 79.68 FEET; THENCE NORTH 13'46'25" EAST, A DISTANCE OF 46.54 FEET; THENCE NORTH 80'18'36" EAST, A DISTANCE OF 64.02 FEET; THENCE SOUTH 00"21"31" EAST, A DISTANCE OF 20.19 FEET; THENCE NORTH 89"38'29" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°21'31" WEST, A DISTANCE OF 20.19 FEET; THENCE NORTH 89'38'33" EAST, A DISTANCE OF 100.67 FEET; THENCE SOUTH 39'17'21" EAST, A DISTANCE OF 4.70 FEET; THENCE SOUTH 02'07'29" EAST, A DISTANCE OF 22.46 FEET; THENCE NORTH 66'25'42" EAST, A DISTANCE OF 21.54 FEET; THENCE NORTH 01'50'24" WEST, A DISTANCE OF 21.11 FEET; THENCE NORTH 39"17'21" WEST, A DISTANCE OF 21.23 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT SAID REFERENCE POINT "B"; THENCE SOUTH 88"12'49" WEST, A DISTANCE OF 138.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, SOUTH 88"12'49" WEST, A DISTANCE OF 27.26 FEET; THENCE NORTH 01"47'13" WEST, A DISTANCE OF 28.09 FEET; THENCE NORTH 88"12'44" EAST, A DISTANCE OF 27.26 FEET; THENCE SOUTH 01"47'16" EAST, A DISTANCE OF 28.09 FEET TO THE POINT OF BEGINNING.

CAULFIELD & WHEELER, INC. CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452	DATE 10/29/2020 DRAWN BY RLF F.B./ PG. N/A
SUMERSET VILLAGE PLAT UTILITY EASEMENT	SCALE AS SHOWN JOB NO. 8193

DESCRIPTION CONTINUED:

AND

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COMMENCING AT THE NORTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE SOUTH 01"47'11" EAST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 244.70 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 88"12'49" WEST, A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, SOUTH 88"12'49" WEST, A DISTANCE OF 44.09 FEET; THENCE SOUTH 01"54"56" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88"12'49" EAST, A DISTANCE OF 44.05 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT "C"; THENCE NORTH 01"47"11" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

AND

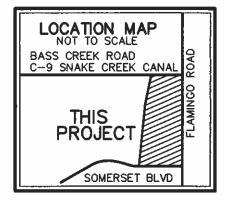
COMMENCING AT SAID REFERENCE POINT "C"; THENCE SOUTH 01*47'11" EAST, A DISTANCE OF 60.24 FEET TO THE POINT OF BEGINNING "C"; THENCE SOUTH 43'09'24" WEST, A DISTANCE OF 17.15 FEET; THENCE SOUTH 01'48'54" EAST, A DISTANCE OF 44.06 FEET; THENCE SOUTH 46'50'36" EAST, A DISTANCE OF 17.08 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT 'D'; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 68.27 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT SAID REFERENCE POINT 'D'; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 9.14 FEET TO THE POINT OF BEGINNING 'D'; THENCE SOUTH 88'12'46" WEST, A DISTANCE OF 41.36 FEET; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88'12'46" EAST, A DISTANCE OF 41.36 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

SHEET 2 OF 5 CAULFIELD & WHEELER, INC. DATE 10/29/2020 CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING DRAWN BY RLF 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 F.B./ PG. N/A PHONE (561)-392-1991 / FAX (561)-750-1452 SCALE AS SHOWN SUMERSET VILLAGE PLAT UTILITY EASEMENT JOB NO. 8193



.

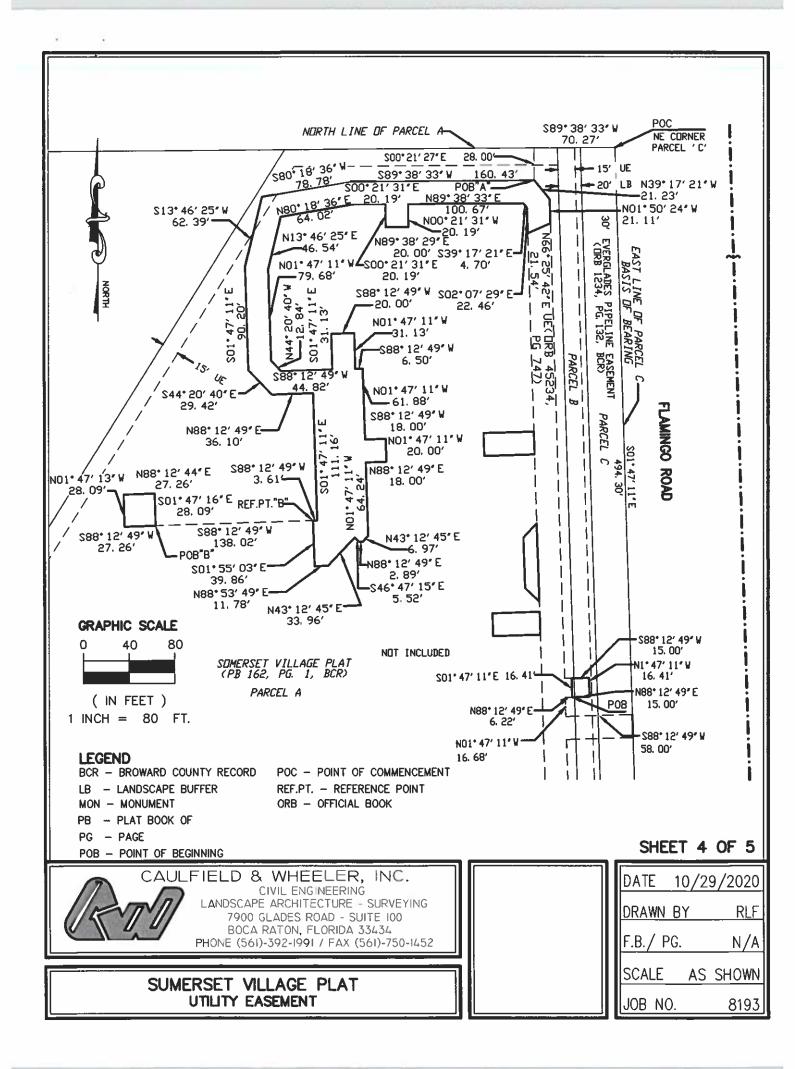
- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF PARCEL C SOMERSET VILLAGE HAVING A OF BEARING OF SO1'47'11"E.
- 4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

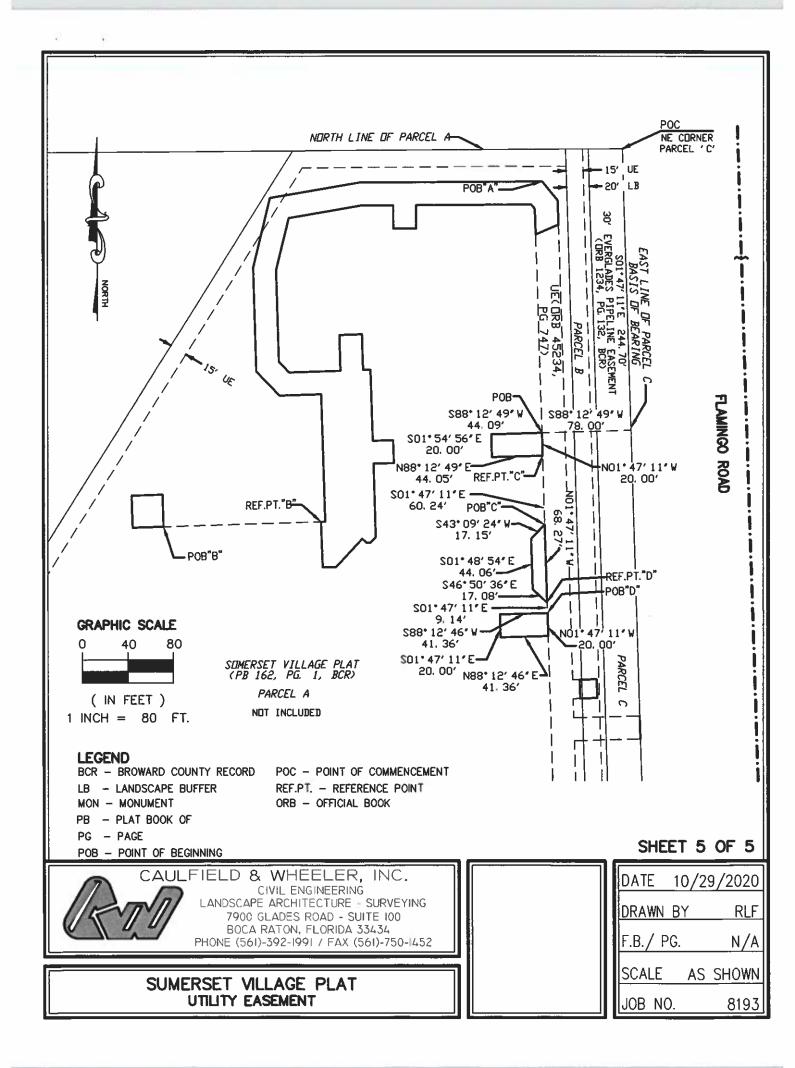
CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON OCTOBER 29, 2020. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM PROFESSIONAL SURVEYOR AND MAPPER #6272 STATE OF FLORIDA - LB #3591

CAULFIELD & WHEELER, INC. CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452	DATE 10/29/2020 DRAWN BY RLF F.B./ PG. N/A
SUMERSET VILLAGE PLAT UTILITY EASEMENT	SCALE AS SHOWN JOB NO. 8193

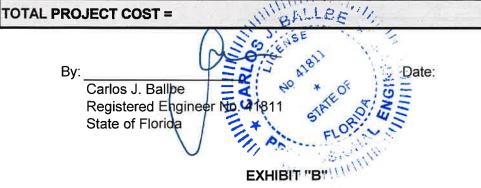




PROJECT NAME: BOARDWALK 280

DEVELOPER: BOARDWALK 280, LLC

DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
SEWAGE COLLECTION SYSTEM				
8" SDR26 P.V.C. (0/6 Cut)	123	LF	\$25.00	\$3,075.00
8" SDR26 P.V.C. (6/8 Cut)	42	LF	\$30.00	\$1,260.00
8" SDR26 P.V.C. (8/10 Cut)	128	LF	\$35.00	\$4,480.00
4' Dia. Manhole (0'/6' Cut)	2	EA	\$2,875.00	\$5,750.00
4' Dia. Manhole (6'/8' Cut)	1	EA	\$3,500.00	\$3,500.00
4' Dia. Manhole (8'/10' Cut)	3	EA	\$4,000.00	\$12,000.00
4' Dia. Manhole (10'/12' Cut)	1	EA	\$4,500.00	\$4,500.00
6" SDR26 P.V.C. Single lateral	7	EA	\$1,250.00	\$8,750.00
6" Cleanouts	7	EA	\$500.00	\$3,500.00
Connect to ex. Manhole	8	EA	\$6,500.00	\$52,000.00
Rainstoppers	7	EA	\$250.00	\$1,750.00
Sewer cleaning, testing, televise	1	LS	\$6,750.00	\$6,750.00
SUBTOTAL SEWAGE COLLECTION	SYSTEM =			<u>\$107,315.00</u>
WATER DISTRIBUTION SYSTEM				
4" DIP Pipe	370	LF	\$25.00	\$9,250.00
6" DIP Pipe	205	LF	\$30.00	\$6,150.00
8" DIP Pipe	1,250	LF	\$40.00	\$50,000.00
4" Gate Valve & Box	13	EA	\$750.00	\$9,750.00
6" Gate Valve & Box	5	EA	\$1,000.00	\$5,000.00
8" Gate Valve & Box	2	EA	\$1,250.00	\$2,500.00
Fire Hydrant w/ Mega Lug	7	EA	\$3,800.00	\$26,600.00
Sample points	12	EA	\$500.00	\$6,000.00
8" x 6" Tapping sleeve	1	EA	\$15,000.00	\$15,000.00
Fill & Flush connections	6	EA	\$1,300.00	\$7,800.00
Water mainn fittings	1	LS	\$40,000.00	\$40,000.00
1" Single water service:	2	EA	\$1,500.00	\$3,000.00
2" Single water service:	8	EA	\$2,500.00	\$20,000.00
Connect to ex. water main	10	EA	\$3,750.00	\$37,500.00
Cut tee into existing 8" water main	9	EA	\$5,000.00	\$45,000.00
Pavement Restoration	200	SY	\$50.00	\$10,000.00
Water main testing	1	LS	\$7,500.00	\$7,500.00
SUBTOTAL WATER DISTRIBUTION SYSTEM =				



5/5/2021

\$408,365.00

NO LIEN AFFIDAVIT (Corporate)

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

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

- 1. Affiant is the Manager [insert office held by affiant] of Boardwalk 280, LLC. (the "Corporation").
- 2. That the Corporation is the owner of the following described property, to wit:

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

- 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:

SWORN

By: Individually, and on behalf of the Corporation Gerardo Aguirre Manager this 14 AND SUBSCRIBED before me

Boardwalk 280, k

of state of incorporation1

Florida

(insert Name of Corporation), a

Corporation [insert name

day of

MARIA SAIZ Notary Public-State of Florida Commission # GG 325624 My Commission Expires August 15, 2023

TO

20 21

Notary Public, State of Florida At Large many Stiz

Land Development Process & Procedures Manual October 1, 1998 (Rev. 12/01, 01/17)

A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE NORTH 01'47'11" WEST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 74.60 FEET; THENCE NORTH 43'53'49" WEST, A DISTANCE OF 86.74 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01'46'03" EAST, A DISTANCE OF 117.49 FEET; THENCE SOUTH 44'38'32" WEST, A DISTANCE OF 25.37 FEET; THENCE SOUTH 89'37'50" WEST, A DISTANCE OF 367.74 FEET; THENCE NORTH 30'00'27" WEST, A DISTANCE OF 73.28 FEET; THENCE NORTH 68'07'57" EAST, A DISTANCE OF 20.20 FEET; THENCE SOUTH 30'00'27" EAST, A DISTANCE OF 26.81 FEET; THENCE NORTH 59'59'33" EAST, A DISTANCE OF 17.41 FEET; THENCE SOUTH 30'00'27" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 59'59'33" WEST, A DISTANCE OF 17.41 FEET; THENCE SOUTH 30'00'27" EAST, A DISTANCE OF 11.97 FEET; THENCE NORTH 89'37'50" EAST, A DISTANCE OF 176.37 FEET; THENCE NORTH 00'22'10" WEST, A DISTANCE OF 43.51 FEET; THENCE NORTH 89'54'29" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00'22'10" EAST, A DISTANCE OF 43.42 FEET; THENCE NORTH 89'37'50" EAST, A DISTANCE OF 7.86 FEET; THENCE NORTH 00'22'10" WEST, A DISTANCE OF 43.38 FEET; THENCE NORTH 89'54'29" EAST, A DISTANCE OF 20.01 FEET; THENCE SOUTH 00'22'10" EAST, A DISTANCE OF 43.28 FEET; THENCE NORTH 89'37'50" EAST, A DISTANCE OF 123.59 FEET; THENCE NORTH 44'38'32" EAST, A DISTANCE OF 8.52 FEET; THENCE NORTH 01"46'03" WEST, A DISTANCE OF 108.91 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY. FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE NORTH 01°47'11" WEST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 74.60 FEET; THENCE NORTH 43'53'49" WEST, A DISTANCE OF 86.74 FEET; THENCE SOUTH 01'46'03" EAST, A DISTANCE OF 117.49 FEET; THENCE SOUTH 44'38'32" WEST, A DISTANCE OF 25.37 FEET; THENCE SOUTH 89'37'50" WEST, A DISTANCE OF 367.74 FEET; THENCE NORTH 30'00'27" WEST, A DISTANCE OF 73.28 FEET; THENCE NORTH 68'07'57" EAST, A DISTANCE OF 20.20 FEET; THENCE NORTH 68'07'57" EAST, A DISTANCE OF 6.58 FEET; THENCE NORTH 89'37'51" EAST, A DISTANCE OF 17.62 FEET; THENCE NORTH 16"12'59" EAST, A DISTANCE OF 10.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 16"12'59" EAST, A DISTANCE OF 24.25 FEET; THENCE SOUTH 74"51'10" EAST, A DISTANCE OF 9.10 FEET; THENCE SOUTH 15'08'50" WEST, A DISTANCE OF 24.25 FEET; THENCE NORTH 74'51'10" WEST, A DISTANCE OF 9.54 FEET TO THE POINT OF BEGINNING.

DESCRIPTION CONTINUED ON SHEET 2

CAULFIELD & WHEELER, INC. DATE 04/19/21 CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING DRAWN BY RLF 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLOR DA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452 F.B./ PG. N/A SCALE AS SHOWN SOMERSET VILLAGE PLAT UTILITY EASEMENT JOB NO. 8193

DESCRIPTION: (CONTINUED)

TOGETHER WITH:

A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE NORTH 01'47'11" WEST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 74.60 FEET; THENCE NORTH 43'53'49" WEST, A DISTANCE OF 86.74 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 267.62 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88'13'26" WEST, A DISTANCE OF 43.99 FEET; THENCE NORTH 01'59'45" WEST, A DISTANCE OF 20.00 FEET; THENCE OF 20.00 FEET; THENCE OF 44.06 FEET; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

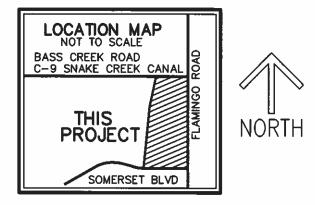
A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE NORTH 55'51'19" WEST, A DISTANCE OF 424.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 43.33 FEET; THENCE SOUTH 89'37'39" WEST, A DISTANCE OF 57.82 FEET; THENCE NORTH 01'37'42" EAST, A DISTANCE OF 20.01 FEET; THENCE NORTH 89'37'39" EAST, A DISTANCE OF 76.63 FEET; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 42.84 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 65.82 FEET; THENCE NORTH 49'47'45" EAST, A DISTANCE OF 65.82 FEET; THENCE NORTH 49'47'45" EAST, A DISTANCE OF 42.87, A DISTANCE OF 42.87, A DISTANCE OF 42.87, A DISTANCE OF 43.24 FEET; THENCE SOUTH 40'37'36" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 49'47'45" WEST, A DISTANCE OF 32.87 FEET; THENCE SOUTH 61'06'11" EAST, A DISTANCE OF 29.02 FEET; THENCE SOUTH 28'53'49" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 61'06'11" WEST, A DISTANCE OF 41.43 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 85.61 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

CAULFIELD & WHEELER, INC. CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452	DATE 04/19/21 DRAWN BY RLF F.B./ PG. N/A
SOMERSET VILLAGE PLAT UTILITY EASEMENT	SCALE AS SHOWN JOB NO. 8193

SHEET 2 OF 6

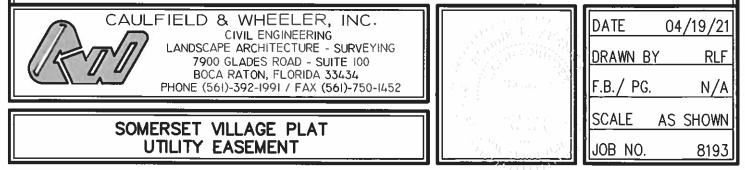


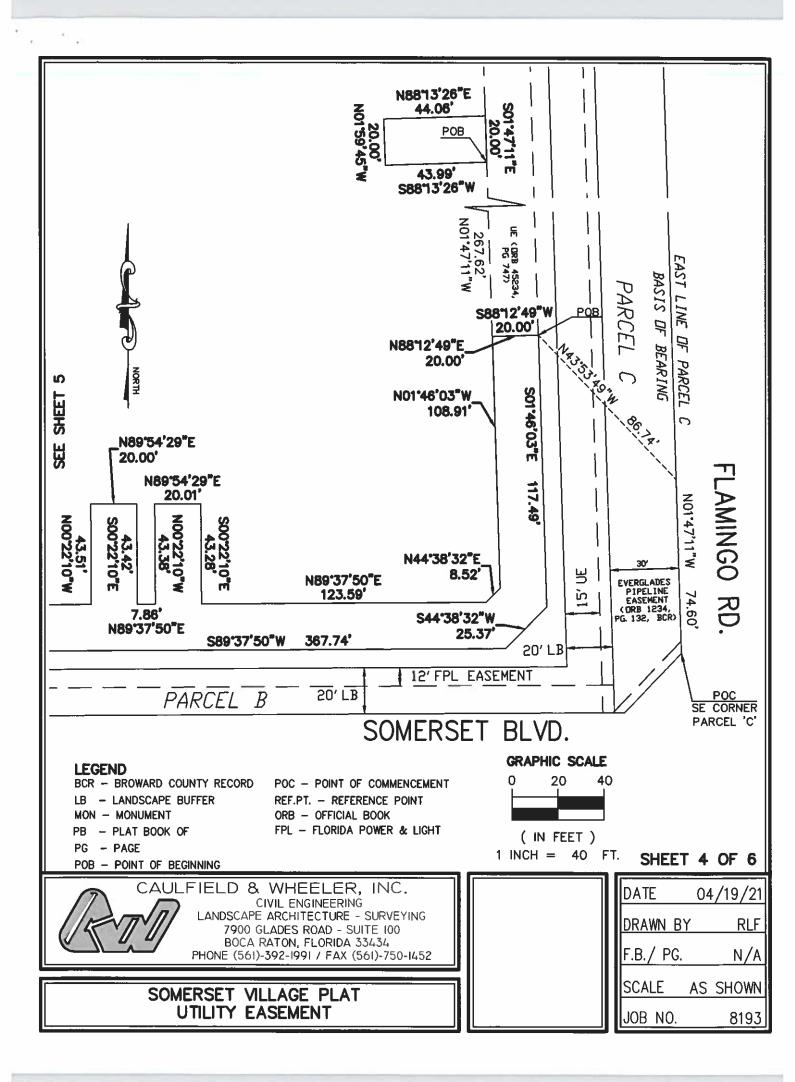
- 1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- 2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF PARCEL C SOMERSET VILLAGE HAVING A OF BEARING OF S01'47'11"E.
- 4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

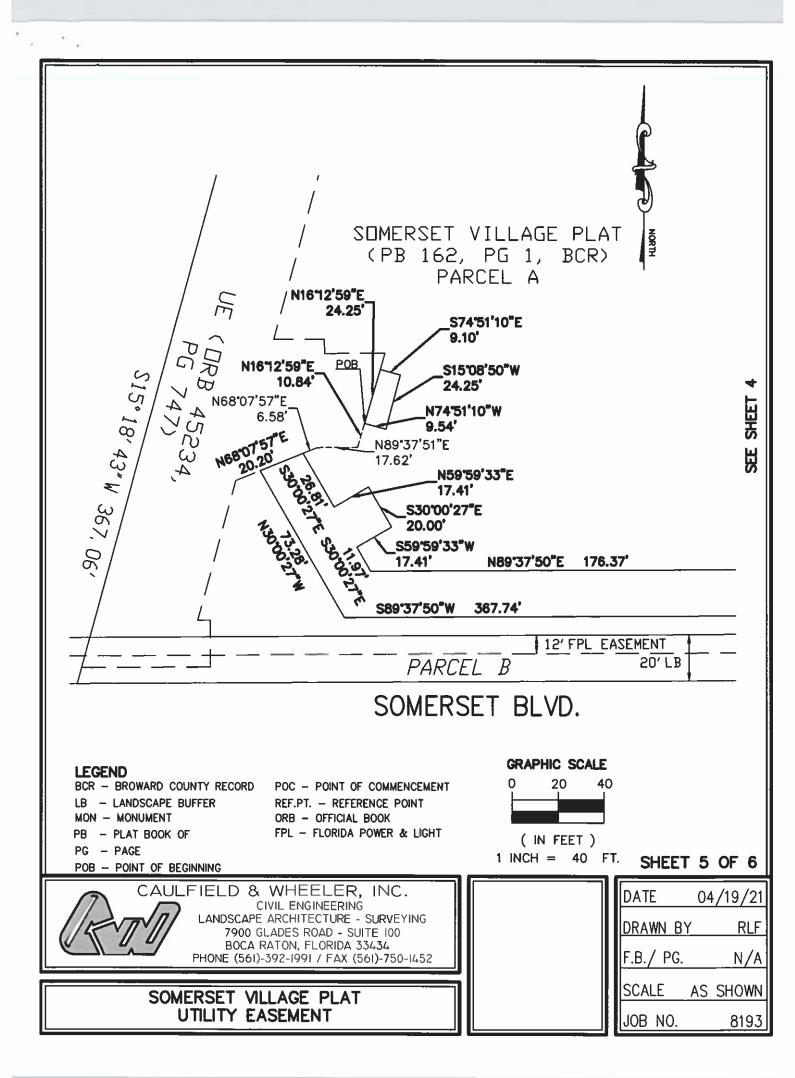
CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 19, 2021. I FURTHER CERTIEY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUJES 472.027.

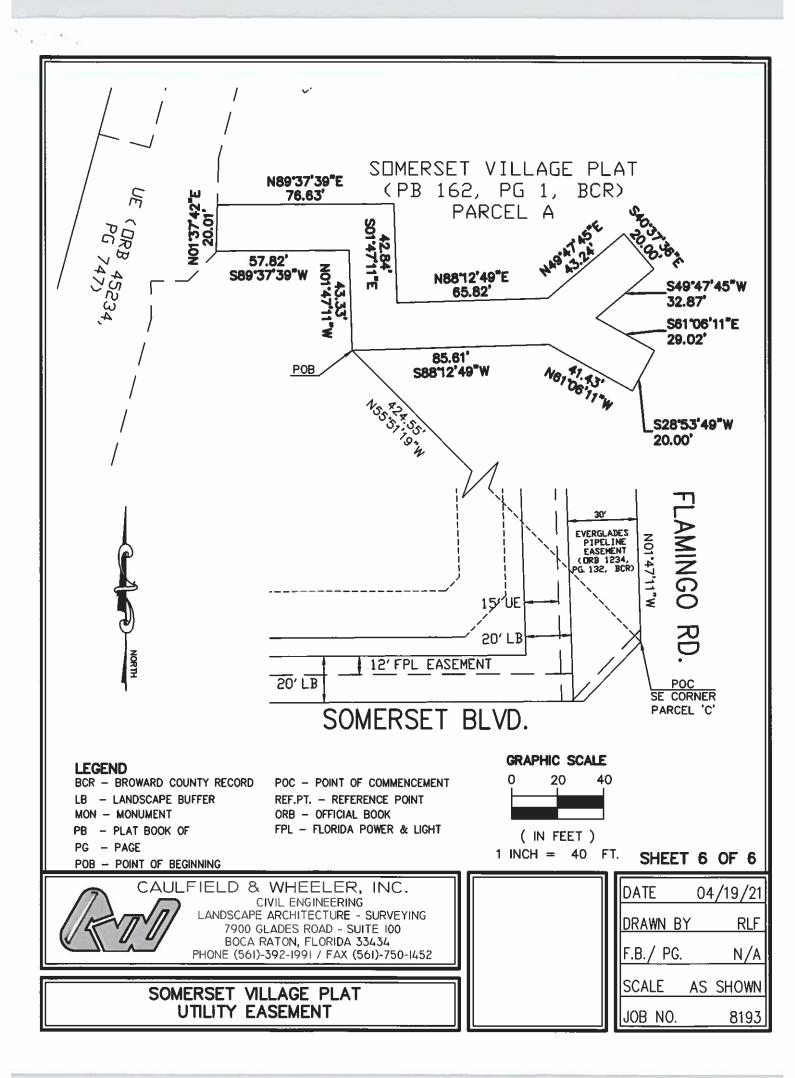
PROFESSIONAL SURVEYOR AND MAPPER #6272 STATE OF FLORIDA - LB #3591







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A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE SOUTH 01'47'11" EAST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 494.30 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 58.00 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 16.68 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 6.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88'12'49" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 16.41 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 16.41 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING 5 PARCELS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE SOUTH 89'38'33" WEST, ALONG THE NORTH LINE OF SAID PARCEL 'A', A DISTANCE OF 70.27 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°21'27" EAST, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING "A"; THENCE SOUTH 89'38'33" WEST, A DISTANCE OF 160.43 FEET; THENCE SOUTH 80'18'36" WEST, A DISTANCE OF 78.78 FEET; THENCE SOUTH 13'46'25" WEST, A DISTANCE OF 62.39 FEET; THENCE SOUTH 01"47'11" EAST, A DISTANCE OF 90.20 FEET; THENCE SOUTH 44"20'40" EAST, A DISTANCE OF 29.42 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 36.10 FEET; THENCE SOUTH 01"47"11" EAST, A DISTANCE OF 111.16 FEET; THENCE SOUTH 88"12'49" WEST, A DISTANCE OF 3.61 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT "B"; THENCE SOUTH 01'55'03" EAST, A DISTANCE OF 39.86 FEET; THENCE NORTH 88'53'49" EAST, A DISTANCE OF 11.78 FEET; THENCE NORTH 43'12'45" EAST, A DISTANCE OF 33.96 FEET; THENCE SOUTH 46'47'15" EAST, A DISTANCE OF 5.52 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 2.89 FEET; THENCE NORTH 43'12'45" EAST, A DISTANCE OF 6.97 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 64.24 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 18.00 FEET; THENCE NORTH 01"47'11" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 18.00 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 61.88 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 6.50 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 31.13 FEET; THENCE SOUTH 88"12'49" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 01"47'11" EAST, A DISTANCE OF 31.13 FEET; THENCE SOUTH 88"12'49" WEST, A DISTANCE OF 44.82 FEET; THENCE NORTH 44'20'40" WEST, A DISTANCE OF 12.84 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 79.68 FEET; THENCE NORTH 13'46'25" EAST, A DISTANCE OF 46.54 FEET; THENCE NORTH 80'18'36" EAST, A DISTANCE OF 64.02 FEET; THENCE SOUTH 00"21"31" EAST, A DISTANCE OF 20.19 FEET; THENCE NORTH 89"38'29" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°21'31" WEST, A DISTANCE OF 20.19 FEET; THENCE NORTH 89'38'33" EAST, A DISTANCE OF 100.67 FEET; THENCE SOUTH 39'17'21" EAST, A DISTANCE OF 4.70 FEET; THENCE SOUTH 02'07'29" EAST, A DISTANCE OF 22.46 FEET; THENCE NORTH 66'25'42" EAST, A DISTANCE OF 21.54 FEET; THENCE NORTH 01'50'24" WEST, A DISTANCE OF 21.11 FEET; THENCE NORTH 39"17'21" WEST, A DISTANCE OF 21.23 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT SAID REFERENCE POINT "B"; THENCE SOUTH 88"12'49" WEST, A DISTANCE OF 138.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, SOUTH 88"12'49" WEST, A DISTANCE OF 27.26 FEET; THENCE NORTH 01"47'13" WEST, A DISTANCE OF 28.09 FEET; THENCE NORTH 88"12'44" EAST, A DISTANCE OF 27.26 FEET; THENCE SOUTH 01"47'16" EAST, A DISTANCE OF 28.09 FEET TO THE POINT OF BEGINNING.

CAULFIELD & WHEELER, INC. CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452	DATE 10/29/2020 DRAWN BY RLF F.B./ PG. N/A
SUMERSET VILLAGE PLAT UTILITY EASEMENT	SCALE AS SHOWN JOB NO. 8193

DESCRIPTION CONTINUED:

AND

.

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE SOUTH 01"47'11" EAST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 244.70 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 88"12'49" WEST, A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, SOUTH 88"12'49" WEST, A DISTANCE OF 44.09 FEET; THENCE SOUTH 01"54"56" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88"12'49" EAST, A DISTANCE OF 44.05 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT "C"; THENCE NORTH 01"47"11" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

AND

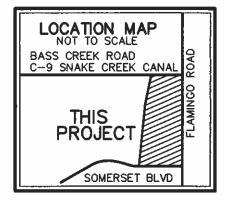
COMMENCING AT SAID REFERENCE POINT "C"; THENCE SOUTH 01*47'11" EAST, A DISTANCE OF 60.24 FEET TO THE POINT OF BEGINNING "C"; THENCE SOUTH 43'09'24" WEST, A DISTANCE OF 17.15 FEET; THENCE SOUTH 01'48'54" EAST, A DISTANCE OF 44.06 FEET; THENCE SOUTH 46'50'36" EAST, A DISTANCE OF 17.08 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT 'D'; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 68.27 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT SAID REFERENCE POINT 'D'; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 9.14 FEET TO THE POINT OF BEGINNING 'D'; THENCE SOUTH 88'12'46" WEST, A DISTANCE OF 41.36 FEET; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88'12'46" EAST, A DISTANCE OF 41.36 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

SHEET 2 OF 5 CAULFIELD & WHEELER, INC. DATE 10/29/2020 CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING DRAWN BY RLF 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 F.B./ PG. N/A PHONE (561)-392-1991 / FAX (561)-750-1452 SCALE AS SHOWN SUMERSET VILLAGE PLAT UTILITY EASEMENT JOB NO. 8193



.

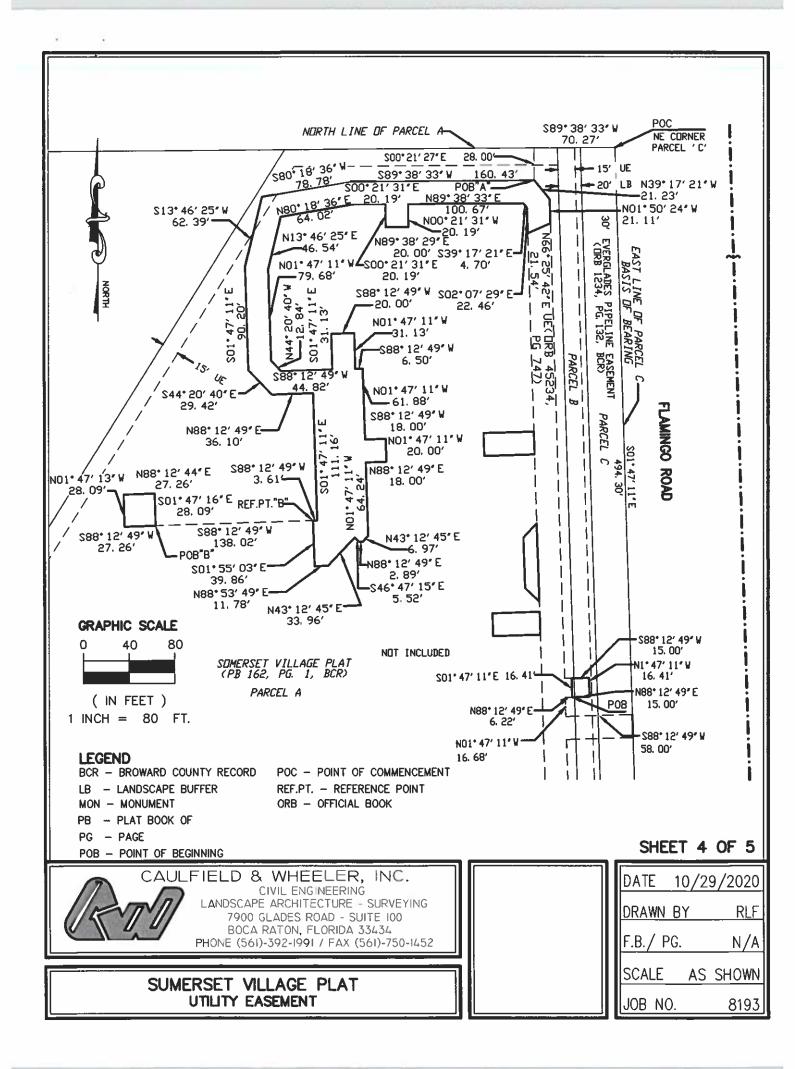
- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF PARCEL C SOMERSET VILLAGE HAVING A OF BEARING OF SO1'47'11"E.
- 4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

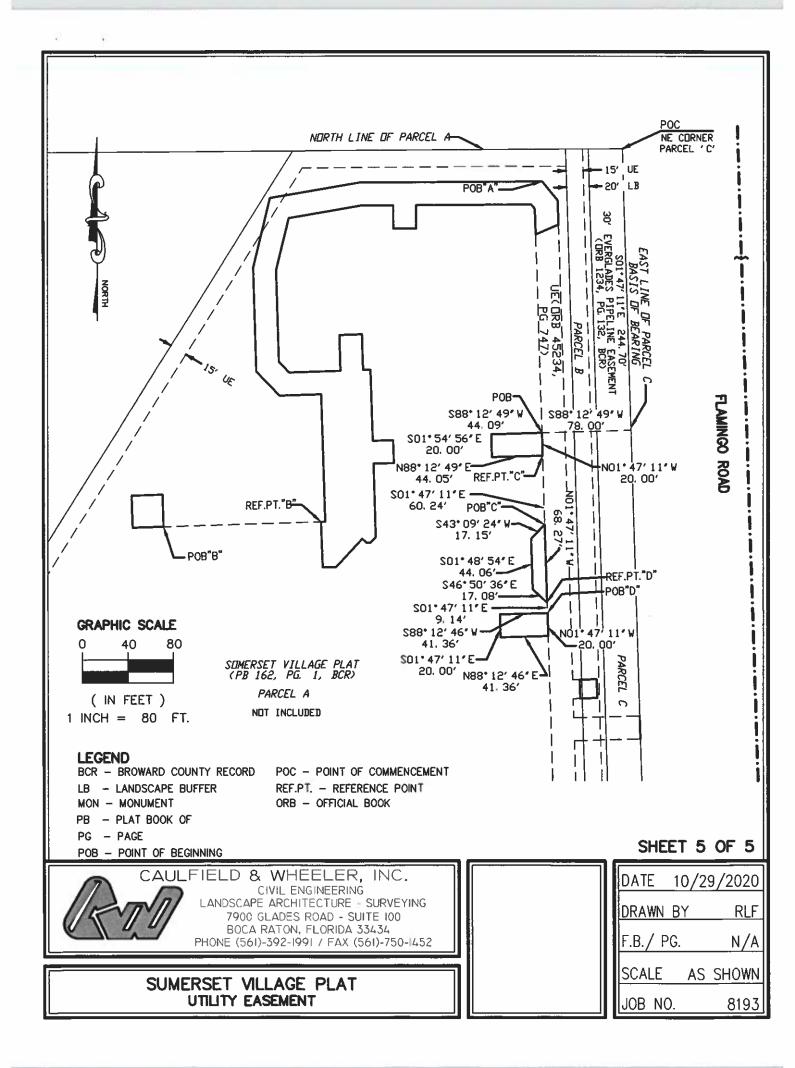
CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON OCTOBER 29, 2020. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM PROFESSIONAL SURVEYOR AND MAPPER #6272 STATE OF FLORIDA - LB #3591

CAULFIELD & WHEELER, INC. CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452	DATE 10/29/2020 DRAWN BY RLF F.B./ PG. N/A
SUMERSET VILLAGE PLAT UTILITY EASEMENT	SCALE AS SHOWN JOB NO. 8193





EASEMENT

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

THIS INSTRUMENT PREPARED BY: BALLBE & ASSOCIATES, INC. 2737 N.E. 30th Place Fort Lauderdale, FL 33306 (954) 491-7811

Part of Property Appraiser's Parcel Identification No.<u>5140 35 05 0012</u> & 5140 35 05 0013

EASEMENT

THIS EAS	EMENT (the Easement) is made this	19	day of	
20 <u>21</u> , by	BOARDWALK 280, LLC, A FLORIDA		ILITY COMPANY	
		, ("Gr	antor") whose address	s is
9900 S.W. 10	7TH AVENUE, SUITE 103, MIAMI FL 33176	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:

- 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. <u>Grantor's Use of Easement</u>. 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. <u>Perpetual Duration</u>. 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. <u>Covenants of Grantor</u>. 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. <u>Remedies for Breach</u>. 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. <u>Covenant Running with the Land</u>. 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 BOARDWALK 280, LC. A FLORIDA in the presence of: LIMITED LIABILITY COMPANY man Print Name: YOLANDA HERMAND Address: Lool SWILL TON И 14 m 33186 ONUU By: GERARDO AQUIRRE, MANAGER Print Name: Uluna voromin Address: 9820 SW 85th Street Address: 9900 S.W. 107TH AVENUE, Manie, 33173 SUITE 103, MIAMI FL 33176 STATE OF **FLORIDA** COUNTY OF MIAMI-DADE The foregoing instrument was acknowledged before me this 2021 by GERARDO AGUIRRE AS MANAG day of APRIL 2021 bv , as MANAGER of BOARDWALK 280, LLC , on behalf of the corporation. He/She is personally known to me or has produced 85 identification. MARIA SAIZ Notary Public Notary Public-State of Florida Commission # GG 325624 State of Florida at Large My Commission Expires My Commission Expires: August 15, 2023

Land Development Process & Procedures Manual October 1, 1998 (Rev. 2/05, 01/17)

A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE NORTH 01'47'11" WEST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 74.60 FEET; THENCE NORTH 43'53'49" WEST, A DISTANCE OF 86.74 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01'46'03" EAST, A DISTANCE OF 117.49 FEET; THENCE SOUTH 44'38'32" WEST, A DISTANCE OF 25.37 FEET; THENCE SOUTH 89'37'50" WEST, A DISTANCE OF 367.74 FEET; THENCE NORTH 30'00'27" WEST, A DISTANCE OF 73.28 FEET; THENCE NORTH 68'07'57" EAST, A DISTANCE OF 20.20 FEET; THENCE SOUTH 30'00'27" EAST, A DISTANCE OF 26.81 FEET; THENCE NORTH 59'59'33" EAST, A DISTANCE OF 17.41 FEET; THENCE SOUTH 30'00'27" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 59'59'33" WEST, A DISTANCE OF 17.41 FEET; THENCE SOUTH 30'00'27" EAST, A DISTANCE OF 11.97 FEET; THENCE NORTH 89'37'50" EAST, A DISTANCE OF 176.37 FEET; THENCE NORTH 00'22'10" WEST, A DISTANCE OF 43.51 FEET; THENCE NORTH 89'54'29" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00'22'10" EAST, A DISTANCE OF 43.42 FEET; THENCE NORTH 89'37'50" EAST, A DISTANCE OF 7.86 FEET; THENCE NORTH 00'22'10" WEST, A DISTANCE OF 43.38 FEET; THENCE NORTH 89'54'29" EAST, A DISTANCE OF 20.01 FEET; THENCE SOUTH 00'22'10" EAST, A DISTANCE OF 43.28 FEET; THENCE NORTH 89'37'50" EAST, A DISTANCE OF 123.59 FEET; THENCE NORTH 44'38'32" EAST, A DISTANCE OF 8.52 FEET; THENCE NORTH 01"46'03" WEST, A DISTANCE OF 108.91 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY. FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE NORTH 01°47'11" WEST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 74.60 FEET; THENCE NORTH 43'53'49" WEST, A DISTANCE OF 86.74 FEET; THENCE SOUTH 01'46'03" EAST, A DISTANCE OF 117.49 FEET; THENCE SOUTH 44'38'32" WEST, A DISTANCE OF 25.37 FEET; THENCE SOUTH 89'37'50" WEST, A DISTANCE OF 367.74 FEET; THENCE NORTH 30'00'27" WEST, A DISTANCE OF 73.28 FEET; THENCE NORTH 68'07'57" EAST, A DISTANCE OF 20.20 FEET; THENCE NORTH 68'07'57" EAST, A DISTANCE OF 6.58 FEET; THENCE NORTH 89'37'51" EAST, A DISTANCE OF 17.62 FEET; THENCE NORTH 1612'59" EAST, A DISTANCE OF 10.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 16'12'59" EAST, A DISTANCE OF 24.25 FEET; THENCE SOUTH 74'51'10" EAST, A DISTANCE OF 9.10 FEET; THENCE SOUTH 15'08'50" WEST, A DISTANCE OF 24.25 FEET; THENCE NORTH 74'51'10" WEST, A DISTANCE OF 9.54 FEET TO THE POINT OF BEGINNING.

DESCRIPTION CONTINUED ON SHEET 2

CAULFIELD & WHEELER, INC. DATE 04/19/21 CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING DRAWN BY RLF 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLOR DA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452 F.B./ PG. N/A SCALE AS SHOWN SOMERSET VILLAGE PLAT UTILITY EASEMENT JOB NO. 8193

DESCRIPTION: (CONTINUED)

TOGETHER WITH:

A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE NORTH 01'47'11" WEST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 74.60 FEET; THENCE NORTH 43'53'49" WEST, A DISTANCE OF 86.74 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 267.62 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88'13'26" WEST, A DISTANCE OF 43.99 FEET; THENCE NORTH 01'59'45" WEST, A DISTANCE OF 20.00 FEET; THENCE OF 20.00 FEET; THENCE OF 44.06 FEET; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

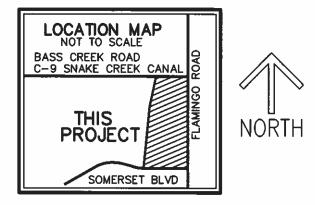
A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE NORTH 55'51'19" WEST, A DISTANCE OF 424.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 43.33 FEET; THENCE SOUTH 89'37'39" WEST, A DISTANCE OF 57.82 FEET; THENCE NORTH 01'37'42" EAST, A DISTANCE OF 20.01 FEET; THENCE NORTH 89'37'39" EAST, A DISTANCE OF 76.63 FEET; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 42.84 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 65.82 FEET; THENCE NORTH 49'47'45" EAST, A DISTANCE OF 65.82 FEET; THENCE NORTH 49'47'45" EAST, A DISTANCE OF 42.87, A DISTANCE OF 42.87, A DISTANCE OF 42.87, A DISTANCE OF 43.24 FEET; THENCE SOUTH 40'37'36" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 49'47'45" WEST, A DISTANCE OF 32.87 FEET; THENCE SOUTH 61'06'11" EAST, A DISTANCE OF 29.02 FEET; THENCE SOUTH 28'53'49" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 61'06'11" WEST, A DISTANCE OF 41.43 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 85.61 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

CAULFIELD & WHEELER, INC. CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452	DATE 04/19/21 DRAWN BY RLF F.B./ PG. N/A
SOMERSET VILLAGE PLAT UTILITY EASEMENT	SCALE AS SHOWN JOB NO. 8193

SHEET 2 OF 6

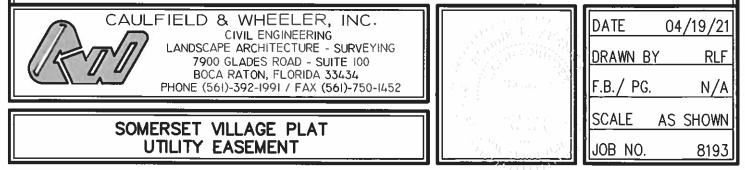


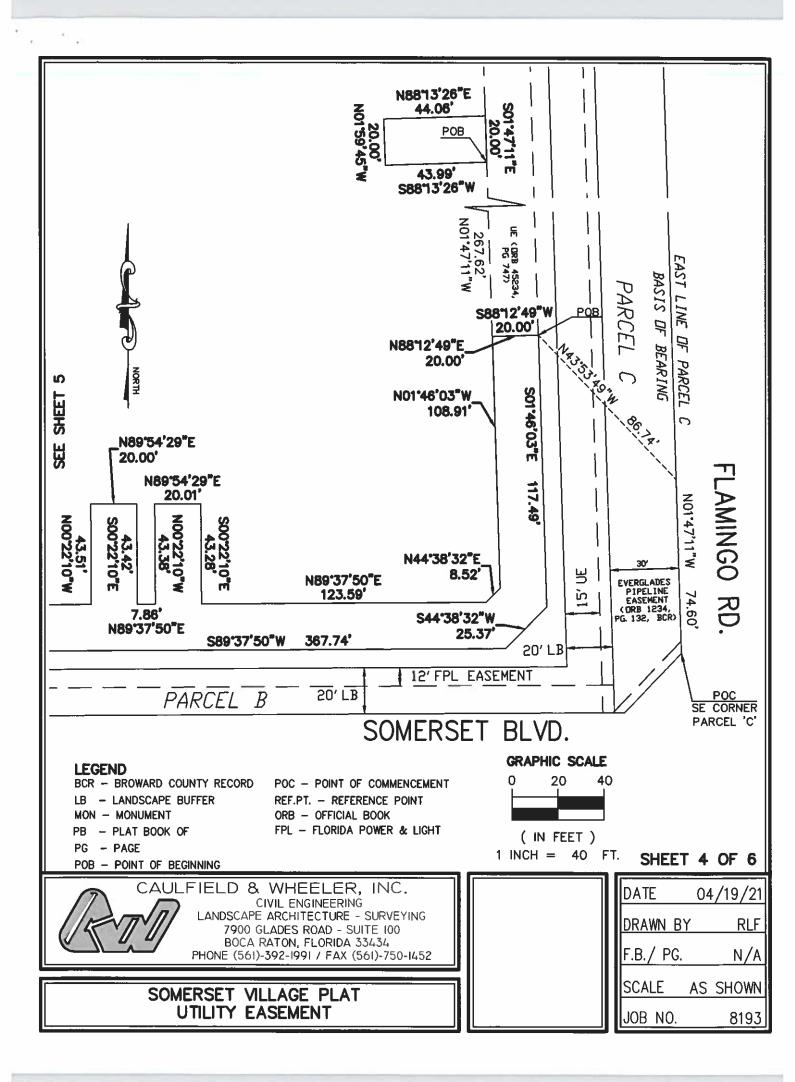
- 1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- 2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF PARCEL C SOMERSET VILLAGE HAVING A OF BEARING OF S01'47'11"E.
- 4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

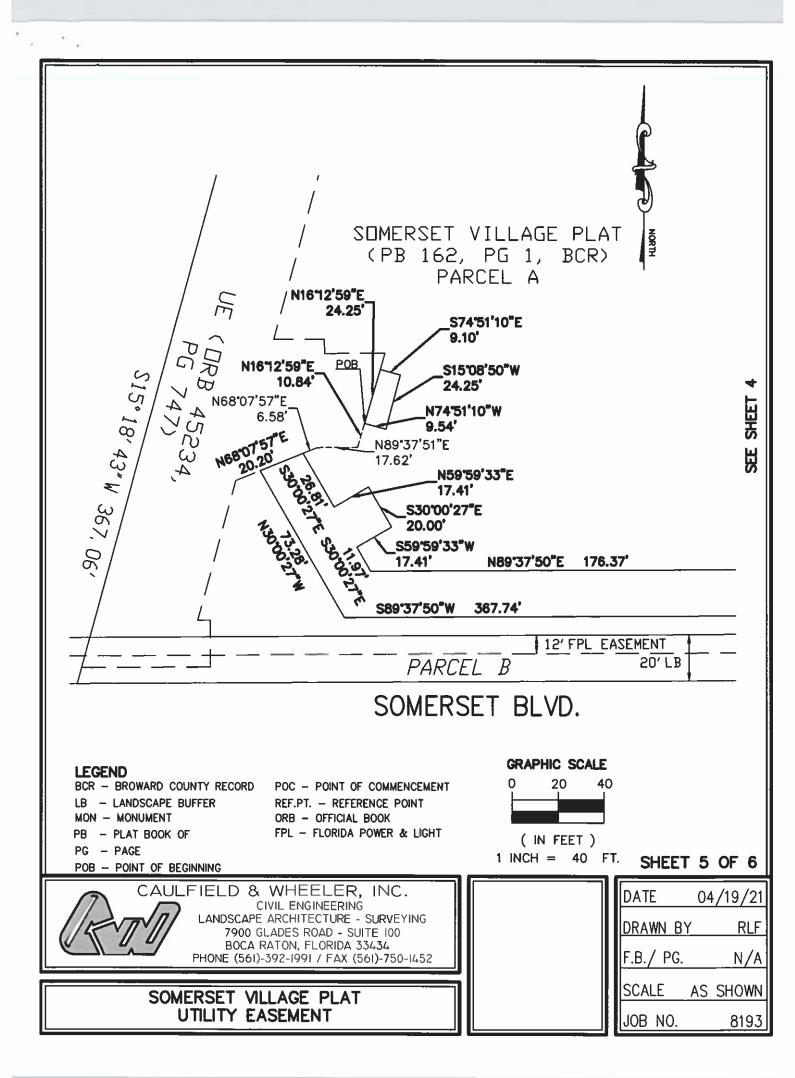
CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 19, 2021. I FURTHER CERTIEY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUJES 472.027.

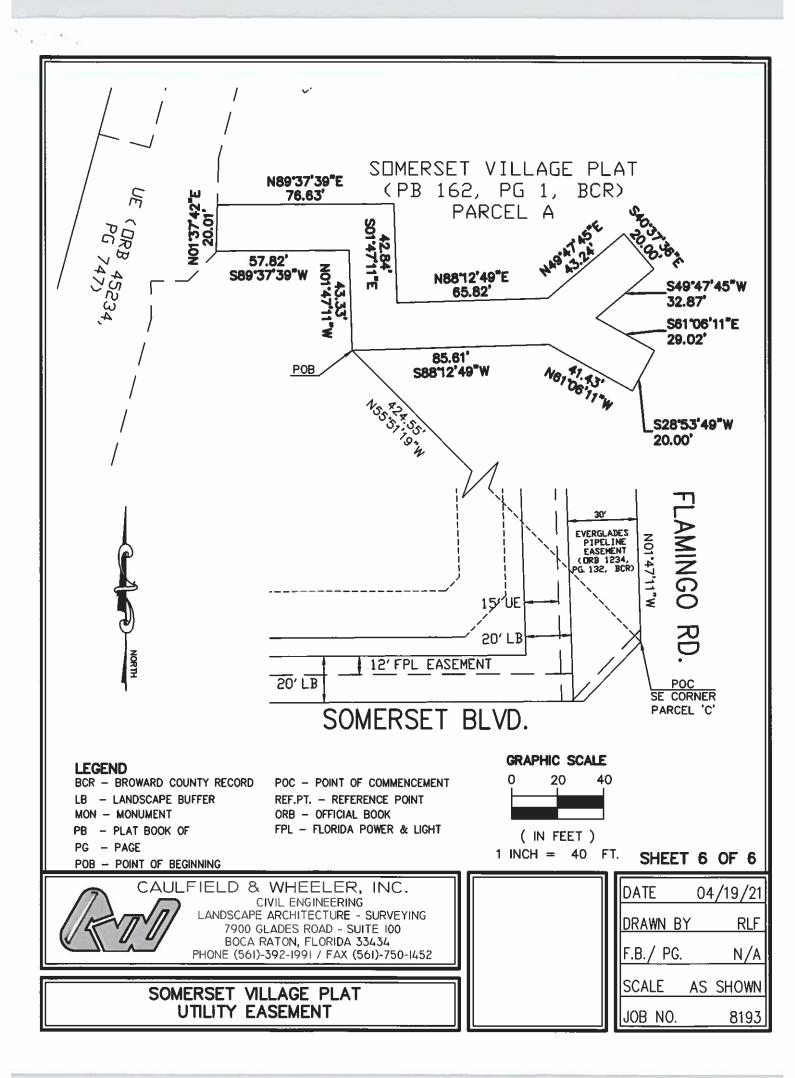
PROFESSIONAL SURVEYOR AND MAPPER #6272 STATE OF FLORIDA - LB #3591







lanera - m



DESCRIPTION:

A PORTION OF PARCEL 'A', SOMERSET VILLAGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 1, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE SOUTH 01'47'11" EAST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 494.30 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 58.00 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 16.68 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 6.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88'12'49" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 16.41 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 16.41 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING 5 PARCELS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE SOUTH 89'38'33" WEST, ALONG THE NORTH LINE OF SAID PARCEL 'A', A DISTANCE OF 70.27 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°21'27" EAST, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING "A"; THENCE SOUTH 89'38'33" WEST, A DISTANCE OF 160.43 FEET; THENCE SOUTH 80'18'36" WEST, A DISTANCE OF 78.78 FEET; THENCE SOUTH 13'46'25" WEST, A DISTANCE OF 62.39 FEET; THENCE SOUTH 01"47'11" EAST, A DISTANCE OF 90.20 FEET; THENCE SOUTH 44"20'40" EAST, A DISTANCE OF 29.42 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 36.10 FEET; THENCE SOUTH 01"47"11" EAST, A DISTANCE OF 111.16 FEET; THENCE SOUTH 88"12'49" WEST, A DISTANCE OF 3.61 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT "B"; THENCE SOUTH 01'55'03" EAST, A DISTANCE OF 39.86 FEET; THENCE NORTH 88'53'49" EAST, A DISTANCE OF 11.78 FEET; THENCE NORTH 43'12'45" EAST, A DISTANCE OF 33.96 FEET; THENCE SOUTH 46'47'15" EAST, A DISTANCE OF 5.52 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 2.89 FEET; THENCE NORTH 43'12'45" EAST, A DISTANCE OF 6.97 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 64.24 FEET; THENCE NORTH 88'12'49" EAST, A DISTANCE OF 18.00 FEET; THENCE NORTH 01"47'11" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 18.00 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 61.88 FEET; THENCE SOUTH 88'12'49" WEST, A DISTANCE OF 6.50 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 31.13 FEET; THENCE SOUTH 88"12'49" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 01"47'11" EAST, A DISTANCE OF 31.13 FEET; THENCE SOUTH 88"12'49" WEST, A DISTANCE OF 44.82 FEET; THENCE NORTH 44'20'40" WEST, A DISTANCE OF 12.84 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 79.68 FEET; THENCE NORTH 13'46'25" EAST, A DISTANCE OF 46.54 FEET; THENCE NORTH 80'18'36" EAST, A DISTANCE OF 64.02 FEET; THENCE SOUTH 00"21"31" EAST, A DISTANCE OF 20.19 FEET; THENCE NORTH 89"38'29" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°21'31" WEST, A DISTANCE OF 20.19 FEET; THENCE NORTH 89'38'33" EAST, A DISTANCE OF 100.67 FEET; THENCE SOUTH 39'17'21" EAST, A DISTANCE OF 4.70 FEET; THENCE SOUTH 02'07'29" EAST, A DISTANCE OF 22.46 FEET; THENCE NORTH 66'25'42" EAST, A DISTANCE OF 21.54 FEET; THENCE NORTH 01'50'24" WEST, A DISTANCE OF 21.11 FEET; THENCE NORTH 39"17'21" WEST, A DISTANCE OF 21.23 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT SAID REFERENCE POINT "B"; THENCE SOUTH 88"12'49" WEST, A DISTANCE OF 138.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, SOUTH 88"12'49" WEST, A DISTANCE OF 27.26 FEET; THENCE NORTH 01"47'13" WEST, A DISTANCE OF 28.09 FEET; THENCE NORTH 88"12'44" EAST, A DISTANCE OF 27.26 FEET; THENCE SOUTH 01"47'16" EAST, A DISTANCE OF 28.09 FEET TO THE POINT OF BEGINNING.

SHEET 1 OF 5

CAULFIELD & WHEELER, INC. CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452	DATE 10/29/2020 DRAWN BY RLF F.B./ PG. N/A
SUMERSET VILLAGE PLAT UTILITY EASEMENT	SCALE AS SHOWN JOB NO. 8193

DESCRIPTION CONTINUED:

AND

.

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 'C' SOMERSET VILLAGE PLAT; THENCE SOUTH 01"47'11" EAST, ALONG THE EAST LINE OF SAID PARCEL 'C', A DISTANCE OF 244.70 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 88"12'49" WEST, A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, SOUTH 88"12'49" WEST, A DISTANCE OF 44.09 FEET; THENCE SOUTH 01"54"56" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88"12'49" EAST, A DISTANCE OF 44.05 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT "C"; THENCE NORTH 01"47"11" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

AND

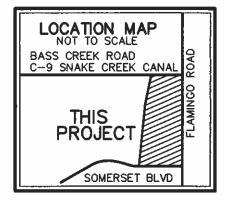
COMMENCING AT SAID REFERENCE POINT "C"; THENCE SOUTH 01*47'11" EAST, A DISTANCE OF 60.24 FEET TO THE POINT OF BEGINNING "C"; THENCE SOUTH 43'09'24" WEST, A DISTANCE OF 17.15 FEET; THENCE SOUTH 01'48'54" EAST, A DISTANCE OF 44.06 FEET; THENCE SOUTH 46'50'36" EAST, A DISTANCE OF 17.08 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT 'D'; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 68.27 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT SAID REFERENCE POINT 'D'; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 9.14 FEET TO THE POINT OF BEGINNING 'D'; THENCE SOUTH 88'12'46" WEST, A DISTANCE OF 41.36 FEET; THENCE SOUTH 01'47'11" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88'12'46" EAST, A DISTANCE OF 41.36 FEET; THENCE NORTH 01'47'11" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

SHEET 2 OF 5 CAULFIELD & WHEELER, INC. DATE 10/29/2020 CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING DRAWN BY RLF 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 F.B./ PG. N/A PHONE (561)-392-1991 / FAX (561)-750-1452 SCALE AS SHOWN SUMERSET VILLAGE PLAT UTILITY EASEMENT JOB NO. 8193



NOTES:

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- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF PARCEL C SOMERSET VILLAGE HAVING A OF BEARING OF SO1'47'11"E.
- 4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

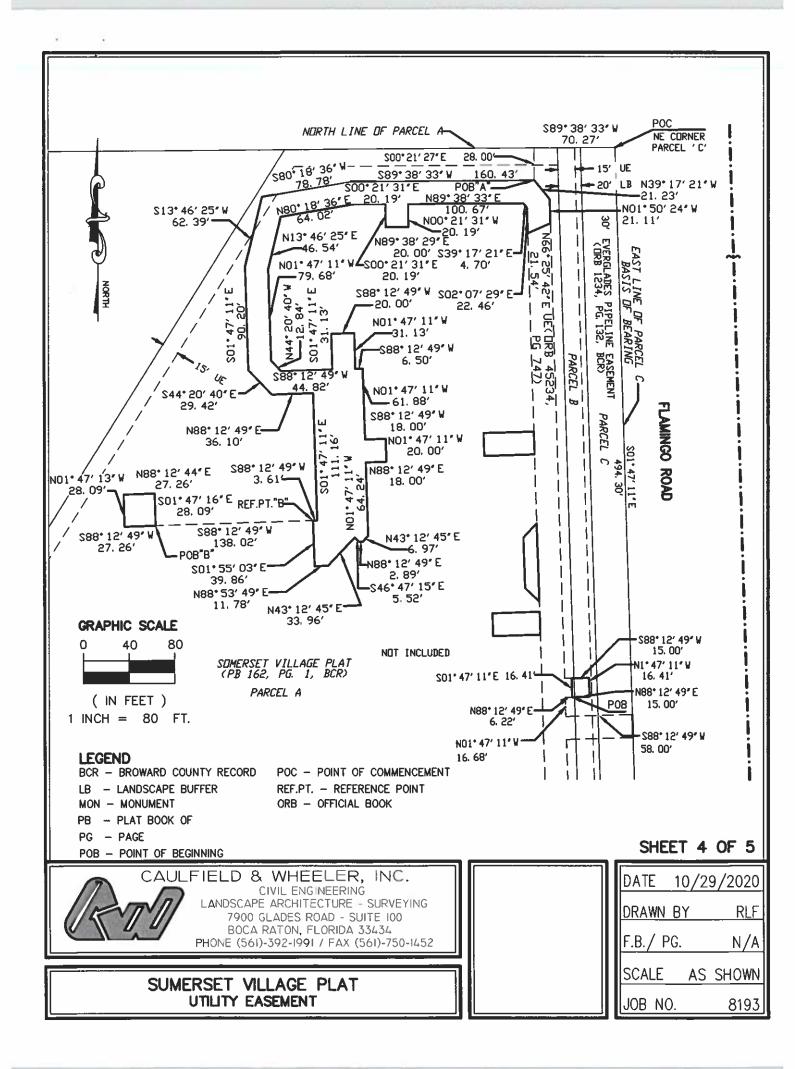
CERTIFICATE:

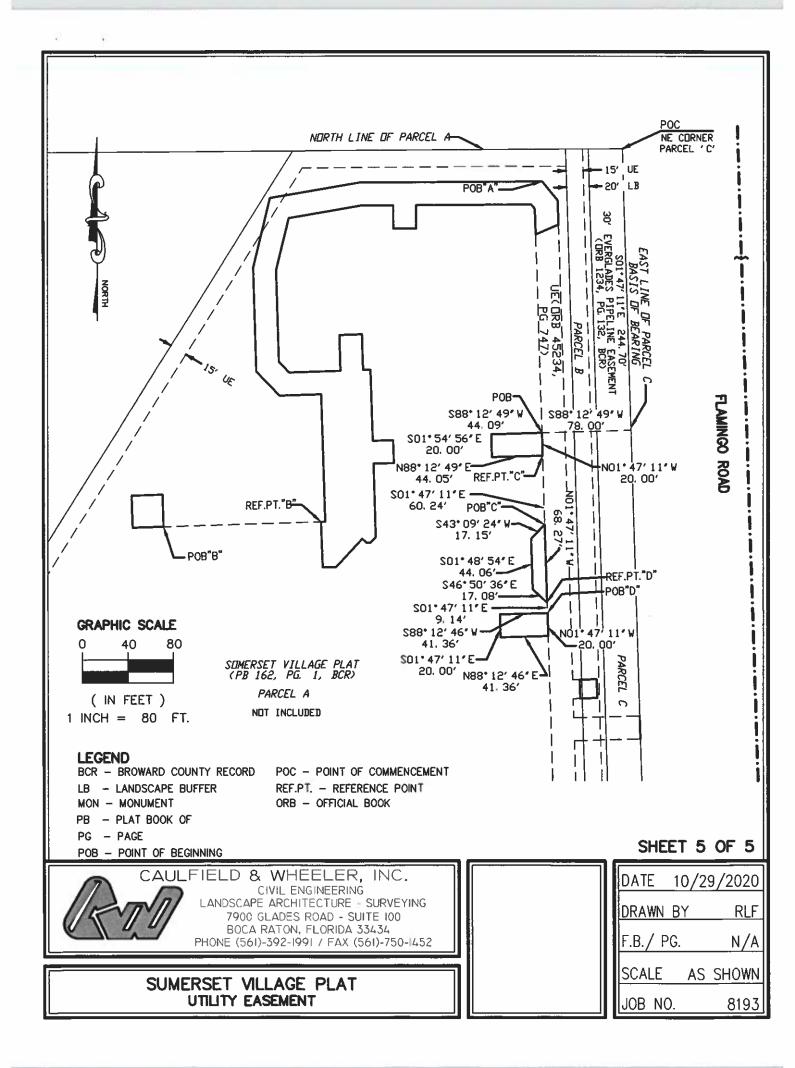
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON OCTOBER 29, 2020. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM PROFESSIONAL SURVEYOR AND MAPPER #6272 STATE OF FLORIDA - LB #3591

SHEET 3 OF 5

CAULFIELD & WHEELER, INC. CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452	DATE 10/29/2020 DRAWN BY RLF F.B./ PG. N/A
SUMERSET VILLAGE PLAT UTILITY EASEMENT	SCALE AS SHOWN JOB NO. 8193





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 the issuance of Certificates of Completion on the project know as Boardwalk 280 Apartments, it is hereby certified that I have examined a complete Abstract of Title or Policy of Title Insurance issued by Fidelity National Title Insurance Company, Owner's Policy Number 116259-1-43303.0001-2019.2730609-2166724456 dated May 16, 2019 and Fidelity National Title Insurance Company Property Information Report, File Number 9522551 covering the period from the beginning to the 26th day of May, 2021, at 11:00 p.m., inclusive, of the following described property.

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

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

Boardwalk 280, LLC, a Florida limited liability company by virtue of Special Warranty Deed, dated May 13, 2019, recorded May 13, 2019, under Instrument No. 11580087 and Special Warranty Deed, dated May 13, 2019, recorded May 13, 2019, under Instrument No. 11580089, both of the Public Records of Broward County, Florida

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. Mortgage, Assignment of Leases and Rents, and Security Agreement (Florida) executed by Boardwalk 280, LLC, a Florida limited liability company, in favor of Hunt Mortgage Capital, LLC and/or the Secretary of Housing and Urban Development, in the principal amount of \$42,000,000.00, dated May 1, 2019, recorded May 16, 2019 in Instrument Number 115807437, of the Public Records of Broward County, Florida.
 - b. UCC-1 Financing Statement naming Boardwalk 280, LLC, a Florida limited liability company, as debtor, Hunt Mortgage Capital, LLC, as secured party, and Secretary of Housing and Urban Development, as additional secured party, recorded May 16, 2019, under Instrument No. 115807439.
- 2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS & JUDGMENTS:
 - a. Notice of Commencement recorded June 23, 2020 as Instrument 116569034.
 - b. Notice of Commencement recorded December 9, 2020 as Instrument 116913377.

3. GENERAL EXCEPTIONS:

- a. Taxes for 2021 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):
 - a. Restrictions, dedications, covenants, conditions, easements and other matters as contained on the Plat of SOMERSET VILLAGE PLAT, recorded in Plat Book 162, at Page 1, as amended by Agreement for Amendment of Notation on Plat, recorded April 4, 2001, in Official Records Book 31446, at Page 1577, as amended by Agreement for Amendment of Notation on Plat, recorded April 5, 2005, in Official Records Book 39373, at Page 729, as amended by Agreement for Amendment of Notation on Plat, recorded April 5, 2005, in Official Records Book 39373, at Page 729, as amended by Agreement for Amendment of Notation on Plat, recorded April 20, 2006, in Official Records Book 41860, at Page 38, as amended by Agreement for Amendment of Notation on Plat, recorded October 10, 2006, in Official Records Book 42916, at Page 1639, as amended by Agreement to Non-Vehicular Access Lines, recorded June 15, 2006, in Official Records Book 42224, at Page, 529, and by Agreement for Amendment of Notation on Plat, recorded March 7, 2018 in Instrument No. 114934238.
 - b. Agreement in favor of the Everglades Pipeline Company, recorded May 29, 1958, in Official Records Book 1234, at Page 132.
 - c. City of Miramar Resolution No. 88-131, recorded July 19, 1988, in Official Records Book 15618, at Page 827.
 - d. Non-Exclusive Easement and Agreement, recorded August 3, 1988, in Official Records Book 15661, at Page 38.
 - e. Non-Exclusive Easements and Agreement, recorded August 3, 1988, in Official Records Book 15661, at Page 49.
 - f. City of Miramar Ordinance No. 88-31, recorded August 11, 1988, in Official Records Book 15687, at Page 160.
 - g. City of Miramar Ordinance No. 88-32, recorded August 11, 1988, in Official Records Book 15687, Page 167.
 - h. City of Miramar Ordinance No. 89-47, recorded September 1, 1989, in Official Records Book 16779, at Page 152.
 - Park and Recreational Impact Fee Agreement, dated May 6, 1992, recorded July 2, 1992, in Official Records Book 19643, at Page 489, as re-recorded as amended by Amendment, recorded November 29, 1993, in Official Records Book 21439, at Page 12, as amended by Second Amendment, recorded November 7, 1995, in Official Records Book 24119, at Page 539.
 - j. Easement granted to Florida Power and Light Company, recorded July 6, 1999, in Official Records Book 29629, at Page 603. (Parcel 2)
 - k. Easement granted to Florida Power and Light Company, recorded June 22, 2000, in Official Records Book 30610, at Page 1978. (Parcel 2)
 - L License to Encroachment into Easement with the City of Miramar, Florida, recorded November 3, 2000, in Official Records Book 30988, at Page 880. (Parcel 2)
 - m. South Broward Drainage District Resolution No. 2000-06, recorded December 21, 2000, in Official Records Book 31125, at Page 1113.
 - n. City of Miramar Ordinance No. 02-07, recorded January 4, 2002, in Official Records Book 32579, at Page 1965, and recorded January 9, 2002, in Official Records Book 32600, at Page 1992.
 - Restrictive Covenant and Development Agreement, dated August 20, 2002, recorded August 30, 2002, in Official Records Book 33719, at Page 1000, as modified by Modification of Restrictive Covenant and Development Agreement, recorded August 23, 2006, in Official Records Book 42648, at Page 730.

- p. Broward County Ordinance No. 2004-44, recorded December 28, 2004, in Official Records Book 38770, at Page 411.
- q. City of Miramar Ordinance No. 05-08, recorded February 10, 2005, in Official Records Book 39044, at Page 1412,
- r Service Agreement for Water and Sanitary Sewage Facilities for Boardwalk, recorded November 30, 2005, in Official Records Book 40986, at Page 844.
- S City of Miramar Ordinance No. 06-06, recorded December 19, 2005, in Official Records Book 41124, Page 134. (Parcel 2)
- t. Park Agreement Fee In Lieu of Land with the City of Miramar, recorded March 29, 2006, in Official Records Book 41719, at Page 1943.
- u. Agreement (For Irrigation Intake Lines) with the South Broward Drainage District, recorded December 27, 2006, in Official Records Book 43333, at Page 1105, as assigned and assumed by the Assignment and Assumption Agreement (For Irrigation Intake Lines) dated January 31, 2019, recorded February 4, 2019 under Instrument Number 115594334. (As to Parcel 1)
- v. Easement granted to Florida Power and Light Company, recorded April 19, 2007, in Official Records Book 43914, at Page 1800, as affected by the Partial Release of Easement, dated May 31, 2008, recorded June 05, 2018 under Instrument Number 115119340.
- w. Declaration of Restrictions, Covenants and Conditions for Boardwalk Master Association which provides for private assessments and/or liens, dated August 29, 2007, recorded October 2, 2007, in Official Records Book 44669, at Page 1520, as amended by First Amendment, recorded July 20, 2012, in Official Records Book 48929, at Page 1443, as affected by Assignment of Declarant's Rights, recorded December 26, 2012, in Official Records Book 49360, at Page 755, as affected by Assignment of Declarant's Rights, recorded December 26, 2012, in Official Records Book 49360, at Page 764, as affected by Corrective Assignment of Declarant's Rights, recorded December 26, 2012, in Official Records Book 49360, at Page 764, as affected by Corrective Assignment of Declarant's Rights, recorded February 1, 2013, in Official Records Book 49469, at Page 1692, as affected by Corrective Assignment of Declarant's Rights, recorded February 1, 2013, in Official Records Book 49469, at Page 1692, as affected by Amendment to the Declarant's Rights, recorded February 1, 2013, in Official Records Book 49469, at Page 1697, and amended by Amendment to the Declaration of Restrictions, Covenants and Conditions for Boardwalk Master Association recorded October 4, 2017 in Instrument No. 114641978, as further amended by that Certificate of Amendment to the Declaration of Restrictive Covenants and Conditions to Boardwalk Master Association dated February 6, 2019, recorded February 19, 2019 under Instrument 115623756.
- x. Easement granted to the City of Miramar, recorded April 1, 2008, in Official Records Book 45234, at Page 747, as affected by Resolution No. 18-125 of the City of Miramar recorded June 19, 2018 under Instrument Number 115148282 and b Unconditional and Irrevocable Waiver of Easement Rights recorded July 25, 2018 under Instrument Number 115220660.
- y. 20' Drainage Easement Parcel "A" Somerset Village Plat (Boardwalk) granted to the South Broward Drainage District, recorded July 10, 2008, in Official Records Book 45514, at Page 158; as affected by that Maintenance and Indemnification Agreement recorded November 24, 2020 under Instrument 116884841. (Parcel 1)
- z. Broward County Ordinance No. 2014-29, recorded September 26, 2014, in Official Records Book 51121, at Page 1418.
- aa. City of Miramar Planning and Zoning Board Resolution No. PZB 16-03, recorded June 29, 2016, under Instrument No. 113783713.
- bb. City of Miramar Ordinance No. 16-10, recorded June 29, 2016, under Instrument No. 113783941. (Parcel 1)
- cc. City of Miramar Ordinance No. 16-09, recorded June 29, 2016, under Instrument No. 113783942. (Parcel 2)

- dd. City of Miramar Resolution No. 16-140, recorded June 29, 2016, under Instrument No. 113783943.
- ee. City of Miramar Resolution No. 16-139, recorded June 29, 2016, under Instrument No. 113783944.
- ff. City of Miramar Resolution No. 16-138, recorded June 29, 2016, under Instrument No. 113783947, as amended by that Amendment to Resolution dated February 20, 2019, recorded March 14, 2019 under instrument 115673321.
- gg. City of Miramar Resolution No. 16-142, recorded June 29, 2016, under Instrument No. 113783951.
- hh, City of Miramar Resolution No. 16-141, recorded August 8, 2016, under Instrument No. 113856620.
- ii. Traffic Signalization Agreement with the City of Miramar, recorded September 12, 2016, under Instrument No. 113924579.
- jj. Park Agreement Fee in Lieu of Land recorded September 12, 2016 under Instrument No. 113924343.
- kk. Agreement for Traffic Control and Enforcement dated February 13, 2019, recorded May 13, 2019 under Instrument No. 115800082.
- II. U.S. Department of Housing and Urban Development Regulatory Agreement for Multifamily Projects dated May 1, 2019, recorded May 16, 2019 as Instrument 115807438.
- mm. Terms and conditions of the Parking Easement Agreement dated May 7, 2019, recorded May 14, 2019 under Instrument No. 115802106, as re-recorded May 14, 2019 under Instrument No. 115802565, and re-recorded May 14, 2019 under Instrument No. 115803439.
- nn. Terms and condition of the Reciprocal Easement Agreement for Ingress, Egress and Parking dated May 8, 2019, recorded May 13, 2019 under Instrument No. 115800085, as affected by that certain Scrivener's Affidavit recorded May 16, 2019 under Instrument 115808623.
- oo. Service Agreement for Water and Sanitary Sewage Facilities for Boardwalk 280 recorded June 3, 2019, under Instrument 115842617.
- pp. Grant of Easement in favor of Comcast Cable Communications Management, LLC recorded July 31, 2020, under Instrument 116643908.
- qq. Drainage Easement in favor of South Broward Drainage District recorded July 11, 2019 under Instrument 115921850, as affected by that Maintenance and Indemnification Agreement recorded November 24, 2020 under Instrument 116884841.
- rr. The following matters disclosed by survey prepared by Carnahan Proctor & Cross, dated May 2, 2018, under File No. 051004.01:
 - a) Asphalt parking and curb cuts encroach over the northwest boundary line of Parcel 1;
 - b) Curb cuts encroach over the east boundary line of Parcel 1;
 - c) Curb cuts encroach over northwest boundary line of Parcel 2; and
 - d) Curb cuts and asphalt located over easements throughout the property.

NOTE: All recording references in this form shall refer to the public records of Broward County, Florida, unless otherwise noted.

I FURTHER CERTIFY that the entity named Boardwalk 280, LLC, is properly created as a limited liability company in the State of Florida; that said legal entity's legal status is current and active; and that the legal entity is lawful empowered to execute the agreement or make the conveyance that is the subject of this transaction.

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

NUMBER	COMPANY CERTIFYING	PERIOD COVERED	
Owner's Policy Number 116259-1-43303.0001- 2019.2730609-2166724456	Fidelity National Title Insurance Company	Beginning to May 16, 2019	
Property Information Report File No. 952255	Fidelity National Title Insurance Company	May 16, 2019 to May 26, 2021	

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EXECUTION APPEARS ON FOLLOWING PAGE.

This opinion of title is for the exclusive reliance of the City of Miramar, a Florida Municipal Corporation, and its City Attorneys, in connection with the issuance of Certificates of Occupancy for the Project.

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 4 day of June 2021.

Brooke R. Perlyn

STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A. Firm Name

150 West Flagler Street, Sulte 2200 Miami, FL 33130 Address

Florida Bar No.79054

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

The foregoing instrument was acknowledged before me by means of [$\sqrt{}$] physical presence or [] online notarization this day of June, 2021, by Brooke R. Perlyn, who (check one) [$\sqrt{}$] is <u>personally known</u> to me or [] produced ______ as identification.



P	
A	
NOTARY PUBLIC, State of Florida	
Print Name: Chrustina Pour	
My Commission Expires: 8/2/2024	

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL1:

A PORTION OF PARCELS A, B, AND C, "SOMERSET VILLAGE PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162 AT PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL C; THENCE SOUTH 01°47'11" EAST, ALONG THE EAST LINE OF SAID PARCEL C, A DISTANCE OF 600.30 FEET; THENCE SOUTH 88°12'49" WEST, A DISTANCE OF 110.00 FEET; THENCE NORTH 01°47'11" WEST, A DISTANCE OF 25.01 FEET; THENCE SOUTH 88°12'49" WEST, A DISTANCE OF 307.66 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY, SOUTHWESTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 85°38'29", A DISTANCE OF 37.37 FEET; THENCE SOUTH 88°12'49" WEST, A DISTANCE OF 20.07 FEET; THENCE NORTH 01°47'11" WEST, A DISTANCE OF 23.09 FEET; THENCE SOUTH 88°12'49" WEST, A DISTANCE OF 4.00 FEET; THENCE NORTH 01°47'11" WEST, A DISTANCE OF 117.91 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY, NORTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88°12'49" WEST, A DISTANCE OF 57.20 FEET; THENCE SOUTH 88°12'49" WEST, A DISTANCE OF 57.20 FEET; THENCE NORTH 15°18'43" EAST, ALONG THE WEST LINE OF SAID PARCEL A, A DISTANCE OF 57.20 FEET; THENCE NORTH 32°14'37" EAST, ALONG SAID WEST LINE, A DISTANCE OF 476.51 FEET; THENCE NORTH 89°38'33" EAST, ALONG THE WEST LINE, A DISTANCE OF 288.35 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE AT THE AFORESAID REFERENCE POINT "A"; THENCE SOUTH 15°18'43" WEST, ALONG SAID WEST LINE OF PARCEL A, A DISTANCE. OF 127.91 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°47'11" EAST, A DISTANCE OF 49.65 FEET; THENCE SOUTH 88°12'49" WEST, A DISTANCE OF 15.27 FEET; THENCE NORTH 15°18'43" EAST, ALONG SAID WEST LINE, A DISTANCE OF 51.95 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PORTION OF PARCELS A, B, AND C, "SOMMERSET VILLAGE PLAT"; ACCORDING. TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, AT PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL C; THENCE SOUTH 01°47'11" EAST, ALONG THE EAST LINE OF SAID PARCEL C, A DISTANCE OF 835.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°47'11" EAST ALONG SAID EAST LINE OF PARCEL C, A DISTANCE OF 538.58 FEET; THENCE SOUTH 43°55"20". WEST, ALONG THE SOUTHEAST LINE OF SAID PARCEL C, A DISTANCE OF 35.79 FEET; THENCE SOUTH 89°37'51" WEST, ALONG THE SOUTH LINE OF SAID PARCEL C AND B, A DISTANCE OF 535.49 FEET; THENCE NORTH 15°18'43" EAST A DISTANCE OF 457.34 FEET; THENCE NORTH 01°38'28" WEST A DISTANCE OF 72.29 FEET; THENCE NORTH 18°13'13" EAST, A DISTANCE OF 651.55 FEET; THENCE NORTH 22°55'20" WEST, A DISTANCE OF 10.45 FEET; TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 67°04'40" EAST; THENCE NORTHERLY, NORTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 111°08'09", A DISTANCE OF 48.49 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88°12'49" EAST, A DISTANCE OF 272.11 FEET; TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 01°47'11" EAST; THENCE EASTERLY, SOUTHEASTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 272.11 FEET; TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 01°47'11" EAST; THENCE EASTERLY, SOUTHEASTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO A POINT; THENCE SOUTH 01°47'11" EAST, A DISTANCE OF 26.28 FEET TO A POINT; THENCE NORTH 88°12'49' EAST, A DISTANCE OF 92.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

NON-EXCLUSIVE, PERPETUAL EASEMENT RIGHTS RESERVED IN THAT SEVENTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR BOARDWALK AT VIZCAYA, A CONDOMINIUM, RECORDED JULY 20, 2012 IN OFFICIAL RECORDS BOOK 48929, PAGE 1412.

TOGETHER WITH:

NON-EXCLUSIVE INGRESS, EGRESS AND PARKING RIGHTS CONTAINED IN THAT RECIPROCAL EASEMENT AGREEMENT FOR INGRESS, EGRESS AND PARKING DATED MAY 8, 2019, RECORDED May 13, 2019 AS INSTRUMENT 115800085 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

EXCLUSIVE INGRESS, EGRESS AND PARKING RIGHTS CONTAINED IN THAT PARKING EASEMENT AGREEMENT DATED MAY 14, 2019, RECORDED MAY 14, 2019 AS INSTRUMENT 115802106, AS RE-RECORDED AS INSTRUMENT NO. 115802565, AND RE-RECORDED AS INSTRUMENT NO. 115803439 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

ALTERNATE SECURITY BY CASH BOND

CASH BOND GIVEN BY BOardwalk 280, LLC

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

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

(Check applicable box to indicate security)

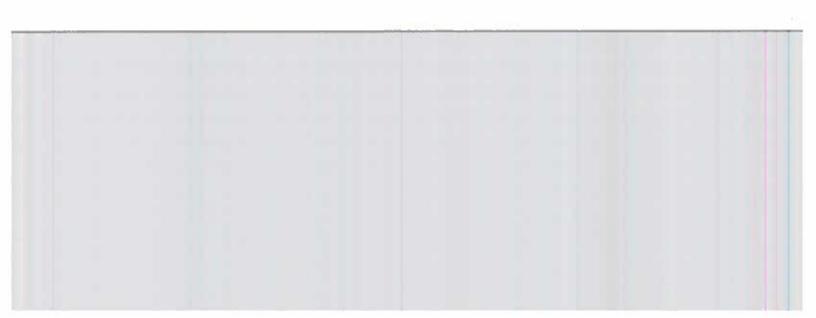
() Surety Bond for Improvements

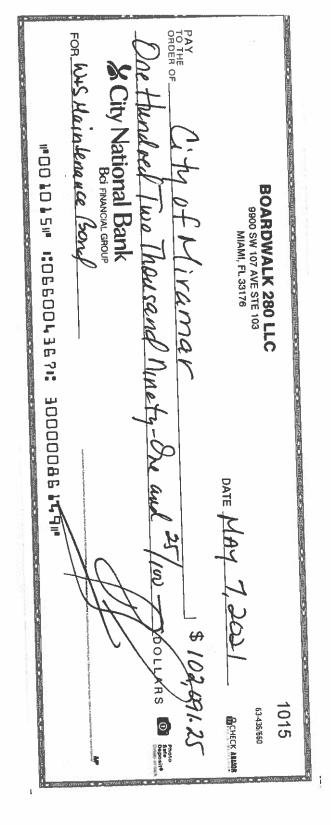
- 5 Maintenance Bond for Improvements
- () Other Bond

- Each of the terms, provisions, and conditions of the above indicated Security are hereby incorporated H. by reference and shall be binding upon the undersigned Principal to the same extent as provided in that certain (Surety Bond for Improvements, Maintenance Bond for Improvements, Other Bond) Security in the form attached hereto as Exhibit "A", except that the Surety referenced in such form shall not be applicable, and Principal shall not have any rights otherwise provided to a Surety.
- This Cash Bond shall be effective upon receipt by City of cash (U.S. Dollars) or cashiers check or ₩. bank clearances of other check, and execution and acceptance hereof.

Witness my hand this 11k day of MAY	, 20 <mark>2 </mark>
	PRINCIPAL
Charles Robertson Commission # G6313187 Expires: April 2, 2023 Bonded Thru Aaron Notary <u>Multiple Robertson</u> Name Witnessed: <u>Multiple Robertson</u>	NAME OF PRINCIPAL BOARDWALK 280 HC Address 99.00 Sup 107 ave Suite 103 Miani Morida 33176 By: President (Signature) (Manager)
Accepted by City of Miramar this	_ day of, 20

City of Miramar





ATTACHMENT 1



LOCATION MAP

Instr# 115842617 , Page 1 of 22, Recorded 06/03/2019 at 01:16 PM Broward County Commission

Folio No 514035050013 Folio No 514035050012

ATTACHMENT 2

SERVICE AGREEMENT FOR WATER AND SANITARY SEWAGE FACILITIES

FOR BOARDWALK 280

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 <u>146</u> 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. <u>Definitions</u>.

- 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. <u>Proposed Use</u>.

The Developer	intends	to	construct	280 Multifamily units	
including a Club House			_on the Prope	orty for a total of 146	ERCs
(the "Project").					

C. <u>Developer's Obligations</u>.

- 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. <u>Pre-construction Meeting.</u>

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. <u>Conveyance of Water and Sewage Facilities to the City.</u>

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 rightsof-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 li) 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. <u>City's Obligations</u>.

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

I. Indemnification and Hold Harmless by Developer.

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

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J. Force Majeure.

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

K. Impact Fees.

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

L. <u>Conditions to Service by City.</u>

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.

 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. <u>Notices</u>.

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:

For the Developer:

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

HECTOR GARCIA SOUTHERN HOME OF HOMESTEAD LLC. MIRAMAR MF LLC. 9900 SW 107TH AVE. MIAMI, FLORIDA 33176

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

R. <u>Promulgation of Reasonable Rules of Service</u>.

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. <u>Conditions on Fire Hydrant Use</u>.

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. <u>Exclusive Rights of City</u>.

- 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. <u>Wells Prohibited Except for Irrigation</u>.

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. <u>Default</u>.

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. <u>Remedies</u>.

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.

- 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 custodlan 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.

Land Development Process & Procedures Manual October 1, 1998 (Rev. 10/12/18) 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, <u>dagibbs@miramarfl.gov</u> OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

Z. <u>Miscellaneous Provisions</u>.

- 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 covared 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: Vernon E. Hargray, City Manager 109 719 DATED: Denise A. Gibbs, City Clerk 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: ねっててて Tus Farcia

SOUTHERN HOMES OF HOMESTEAD LLC.

MIRAMAR MF LLC. By: Name: Meuro Gercero Title: Office Santhan Hones Hampbeur Kurp. Mostant ' Dated:

Land Development Process & Procedures Manual October 1, 1998 (Rev. 10/12/16)

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STATE OF SS: COUNTY OF

ector you Before me personally appeared ____ and 28 and of Southerre. Somes Mant Corps

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 30 day of Upre

My commission expires:

Notary Public State of <u>Aluridas</u> at Large

CHRISTINE DICKINSON MY COMMISSION # FF 227031 EXPIRES: June 18, 2019 Bonded Thru Notary Public Underwrite

Land Development Process & Procedures Manual October 1, 1998 (Rev. 10/12/16)

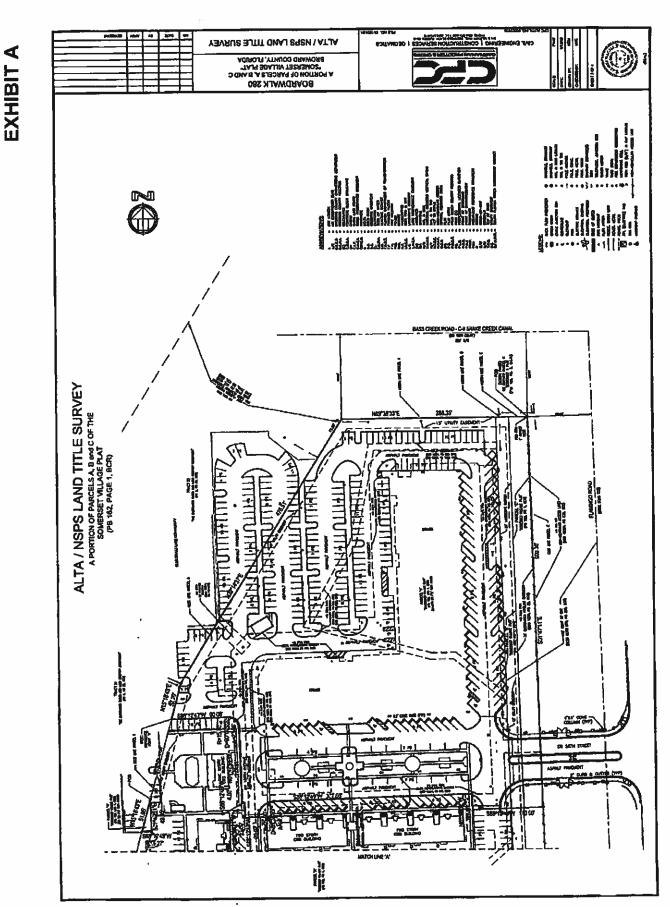
EXHIBIT A

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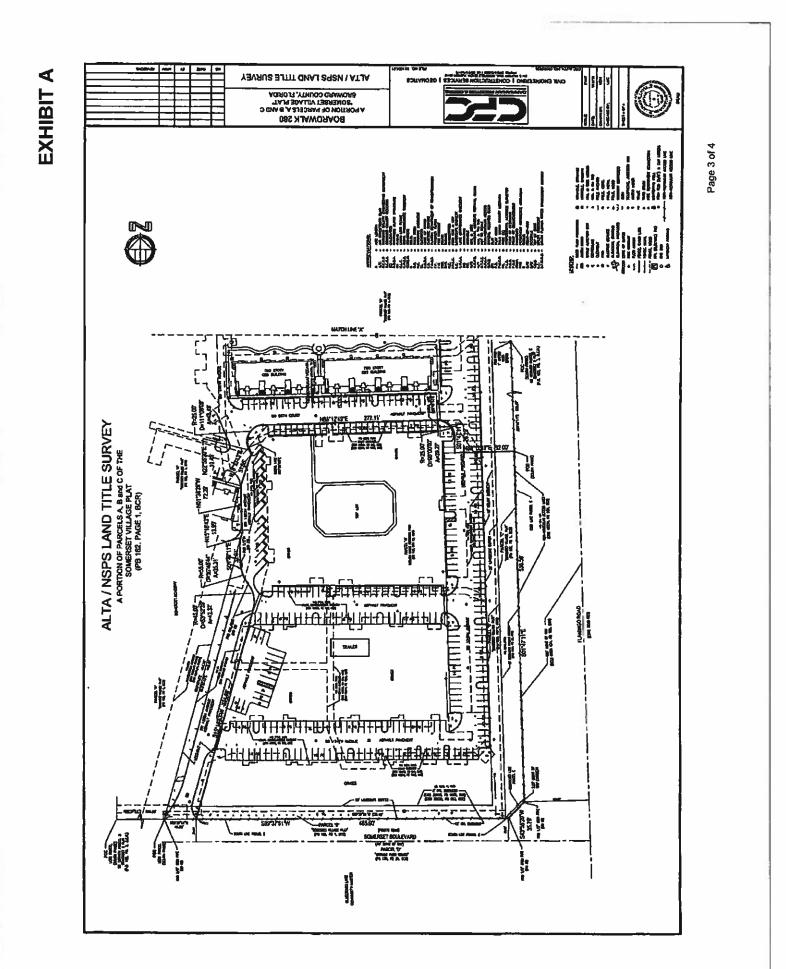
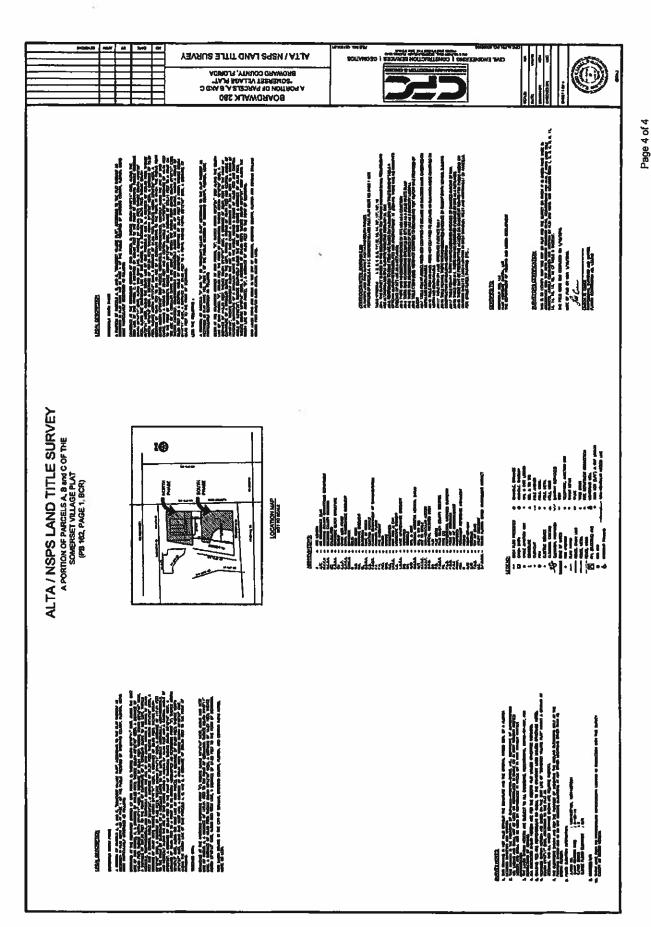


EXHIBIT A



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