RESOLUTION NO. 23-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE RELEASE OF CASH WARRANTY BONDS ASSOCIATED WITH MONTERRA ACTIVE ADULT RESIDENCES DEVELOPMENT PROJECT FOR THE PROPERTY GENERALLY LOCATED AT 3991 NW 82ND AVENUE, COOPER CITY, FLORIDA; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at their regular meeting on May 24, 2022, the City Commission approved and accepted the complete easement dedication package, released the improvement performance bonds and accepted cash warranty (maintenance) bonds from Monterra MF, LLC (the "Developer") for the project known as Monterra Active Adult Residence Development ("Project"), generally located at 3991 NW 82nd Avenue, Cooper City ("City"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the required warranty period of one year for the Project has expired and all improvements have been found to be acceptable and working to the satisfaction to the City and Central Broward Water Control District, a co-obligee for paving and drainage improvements, whose letter of release is attached hereto as Exhibit B; and

WHEREAS, Pursuant to Sec. 24-82, the Developer is requesting release of two (2) cash warranty bonds in the form of certified checks in the amounts of \$306,400.33 and \$45,438.80 respectively; representing 25% of the improvement performance bonds, copies of which are attached hereto as Exhibit C; and

WHEREAS, the City Engineer and staff are recommending the release of both cash warranty bonds; and

WHEREAS, the City Commission finds that releasing the cash warranty bonds are in the best interests of the citizens and residents of the City of Cooper City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto and incorporated herein and made a part hereof.

Section 2: That the City Commission hereby approves and accepts the water, sanitary sewer, paving and drainage improvements.

Section 3: That the cash warranty bonds in the form of cashier's checks in the amounts of \$306,400.33 and \$45,438.80 respectively, valid for one year from the date of issuance, are hereby released by the City Commission.

<u>Section 4</u>: That the appropriate City officials are hereby authorized and directed to take any and all actions necessary to effectuate the intent of this Resolution .

Section 5: Conflicts. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 6: Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 7: Effective Date. This Resolution shall become effective upon its passage and adoption by the City Commission.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this _____ day of _____, 2023.

GREG ROSS Mayor

ATTEST:

Ryan Eggleston City Manager

TEDRA ALLEN City Clerk

ROLL CALL

Mayor Ross	
Commissioner Green	
Commissioner Shrouder	
Commissioner Katzman	
Commissioner Mallozzi	

APPROVED AS TO LEGAL FORM:

JACOB G. HOROWITZ City Attorney

INSTR # 118199821 Recorded 06/09/22 at 10:00 AM Broward County Commission 39 Page(s) #1

RESOLUTION NO. 22-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND ACCEPTING THE OWNERSHIP OF THE WATER AND SANITARY SEWER IMPROVEMENTS, DEDICATION OF WATER AND SANITARY RELEASE OF PERFORMANCE EASEMENTS, SEWER MAINTENANCE IMPROVEMENT BOND AND ACCEPTING BOND ASSOCIATED WITH MONTERRA ACTIVE ADULT **RESIDENCES DEVELOPMENT PROJECT FOR THE PROPERTY** GENERALLY LOCATED AT 3991 NW 82ND AVENUE, COOPER CITY, FLORIDA; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS **RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR** SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at their regular meeting on November 19, 2019, the City Commission gave final approval to Monterra MF, LLC (the "Developer") the development plans for the project known as Monterra Active Adult Residence Development ("Project"), generally located at 3991 NW 82nd Avenue, Cooper City ("City"); and

WHEREAS, the project included construction of 1,652 feet of water mains and 417 feet of sanitary sewer mains and related appurtenances with the condition that upon successful completion of construction and acceptance by the City, the Developer will dedicate necessary easements for proper maintenance; and

WHEREAS, pursuant to Section 24-82 of the City Code, a developer is required to furnish a Performance Improvement Bond in amount of 110% of certified construction cost prepared by a professional registered engineer in the State of Florida and replace it with a Maintenance Bond in an amount no less than 25% of the original Performance Improvement Bond upon successful completion of the project and its acceptance by resolution of the City Commission; and

WHEREAS, on or about June 3, 2020, PNC Bank issued the Developer two (2) Performance Improvement Bonds in the form of two (2) irrevocable letters of credit in the amounts of \$1,225,601.30 and \$181,755.20; and

(00512392.1 3451-0000000)

City of Cooper City 9090 S.W. 50 Place Cooper City, FL 33328-0910 WHEREAS, the irrevocable letter of credit in the amount of \$1,225,601.30, attached hereto as Exhibit A, was issued to Central Broward Water Control District ("District") with the City as a coobligee for paving and drainage improvements, and \$181,755.20, attached hereto as Exhibit B, to the City for water and sanitary sewer improvements; and

WHEREAS, the aforementioned improvements for the Project have been completed according to the approved plans and acceptable to the City and District; and

WHEREAS, the District, through its letter, dated May 11, 2022, attached hereto as Exhibit C, has confirmed that it has no objection to releasing the Performance Improvement Bond and accepting a cash Maintenance Bond in the amount of 25% of the Performance Improvement Bond; and

WHEREAS, the Developer is requesting release of two (2) aforementioned irrevocable letters of credits issued by PNC Bank and in exchange, is submitting Cash Maintenance Bonds in the form of certified checks in the amounts of \$\$306,400.33 and \$45,438.80 respectively, representing 25% of the Performance Improvement Bonds copies of which are attached hereto as Exhibit D and Exhibit E; and

WHEREAS, a complete easement dedication package consisting of bill of sale, transferring ownership of water and sewer improvements, opinion of title, joinder and consent of mortgagee, and legal description, including sketch of the easements, are attached hereto as Exhibit F; and

WHEREAS, The City Engineer and staff are recommending approval and acceptance of the complete easement dedication package, release of Performance Improvement Bonds and acceptance of Cash Maintenance Bonds; and

WHEREAS, the City Commission finds that approving and accepting the aforementioned complete easement dedication package, releasing the Performance Improvement Bonds and accepting Cash Maintenance Bonds are in the best interests of the citizens and residents of the City of Cooper City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

City of Cooper City 9090 S.W. 50 Place Cooper City, FL 33328-0910

(00512392 1 3451 0000000)

Section 1: Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto and incorporated herein and made a part hereof.

Section 2: That the City Commission hereby approves and accepts the water, sanitary sewer, paving and drainage improvements, and dedication of water and sanitary sewer utility easements for Monterra Active Adult Residence Development ("Project").

Section 3: That the Performance Improvement Bonds in the form of two (2) irrevocable Letters of Credit issued by PNC Bank in the amounts of \$1,225,601.30 and \$181,755.20 are hereby released and in exchange, cash Maintenance Bonds in the form of cashier's checks in the amounts of \$306,400.33 and \$45,438.80 respectively, valid for one from the date of issuance, are hereby accepted by the City Commission.

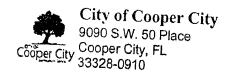
<u>Section 4</u>: That the appropriate City officials are hereby authorized and directed to take any and all actions necessary to effectuate the intent of this Resolution .

Section 5: Conflicts. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 6: Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 7: Effective Date. This Resolution shall become effective upon its passage and adoption by the City Commission.

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(00512392 1 3451-0000000)

PASSED AND ADOPTED this <u>H</u> day of <u>May</u> 622. GREG Mayor TTEST: kΰ TEDRA ALLEN

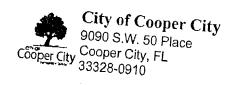
City Clerk

ROLL CALL

Mayor Ross Commissioner Pulcini Commissioner Meltzer Commissioner Green Commissioner Shrouder



APPROVED AS TO LEGAL FORM: JACOB G/HOROWITZ City Attorney



(00512392.1.3451.0000000)

Client Care: 1-800-682-4689 SWIFT Address: PNCCUS33



BENEFICIARY: CENTRAL BROWARD WATER CONTROL DISTRICT ATTN: MICHAEL CROWLEY, DISTRICT MANAGER 8020 STIRLING ROAD (DAVIE) HOLLYWOOD, FL 33024

CITY OF COOPER CITY

11791 SW 49TH STREET COOPER CITY, FL 33330

ATTENTION: JAMES MOLASCHI, ASSISTANT UTILITIES DIRECTOR APPLICANT: MONTERRA MF, LLC 2020 SALZEDO STREET SUITE 200 CORAL GABLES, FL 33134

ad the

IRREVOCABLE STANDBY LETTER OF CREDIT

18133206-00-000 USD \$1,225,601.30 JUNE 03, 2020 JUNE 03, 2021 OUR COUNTERS

OUR REI	FERENCE:
AMOUNT	:
ISSUE	DATE:
EXPIRY	DATE:
EXPIRY	PLACE:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. 18133206-00-000 IN YOUR FAVOR FOR THE ACCOUNT OF MONTERRA MF, LLC UP TO THE AGGREGATE AMOUNT OF USD 1,225,601.30 (ONE MILLION TWO HUNDRED TWENTY FIVE THOUSAND SIX HUNDRED ONE AND 30/100 UNITED STATES DOLLARS) AVAILABLE FOR PAYMENT AT SIGHT AT OUR COUNTERS AT 500 FIRST AVENUE, SECOND FLOOR, P7-PFSC-02-T, PITTSBURGH, PA 15219, ATTENTION: STANDBY LETTERS OF CREDIT BY PRESENTATION OF A DATED STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CENTRAL BROWARD WATER CONTROL DISTRICT AND THE CITY OF COOPER CITY READING AS FOLLOWS:

"I, (STATE NAME AND TITLE OF EACH BENEFICIARY), HEREBY CERTIFY THAT I AM A REPRESENTATIVE OF CENTRAL BROWARD WATER CONTROL DISTRICT AND THE CITY OF COOPER CITY AUTHORIZED TO EXECUTE THIS STATEMENT AND DEMAND PAYMENT OF USD (INSERT AMOUNT) UNDER PNC BANK, NATIONAL ASSOCIATION LETTER OF CREDIT NO. 18133206-00-000. I FURTHER CERTIFY THAT THE AMOUNT OF OUR DEMAND REPRESENTS THE AMOUNT DUE US AS A RESULT OF THE FAILURE OF MONTERRA MF, LLC TO COMPLETE IMPROVEMENTS WHICH MAY CONSIST OF, BUT ARE NOT NECESSARILY LIMITED TO PAVING, CURB AND GUTTER GRADING, EXCAVATION, EMBANKMENT, DRAINAGE CULVERTS, AND APPURTENANCES, OR OTHER SIMILAR IMPROVEMENTS."

THIS LETTER OF CREDIT EXPIRES AT THIS OFFICE WITH OUR CLOSE OF BUSINESS AT 5:00 P.M. EASTERN TIME ON JUNE 03, 2021.

Page 1 of 2

18133206-00-000 City of Cooper City 9090 S.W. 50 Place Cooper City, FL 33328-0910

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Client Care: 1-800-682-4689 SWIFT Address: PNCCUS33

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT FOR AN ADDITIONAL PERIOD OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE, UNLESS WE NOTIFY YOU IN WRITING BY CERTIFIED MAIL, OR OVERNIGHT COURIER, SENT TO YOU AT THE ABOVE ADDRESS AT LEAST THIRTY (30) DAYS PRIOR TO THE THEN CURRENT EXPIRY DATE, NOTIFYING YOU THAT WE ELECT NOT TO FURTHER EXTEND THIS LETTER OF CREDIT FOR AN ADDITIONAL PERIOD OF ONE YEAR. UPON RECEIPT OF SUCH NOTICE, YOU MAY DRAW HEREUNDER BY PRESENTATION OF YOUR DATED STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE READING AS FOLLOWS:

"I, (STATE NAME AND TITLE OF EACH BENEFICIARY), HEREBY CERTIFY THAT I AM A REPRESENTATIVE OF CENTRAL BROWARD WATER CONTROL DISTRICT AND THE CITY OF COOPER CITY AUTHORIZED TO EXECUTE THIS STATEMENT AND DEMAND PAYMENT OF USD (INSERT AMOUNT) UNDER PNC BANK, NATIONAL ASSOCIATION LETTER OF CREDIT NO. 18133206-00-000. I FURTHER CERTIFY THAT THE AMOUNT OF THIS DRAWING REPRESENTS FUNDS DUE US AS WE HAVE BEEN NOTIFIED THAT PNC BANK, NATIONAL ASSOCIATION HAS ELECTED NOT TO FURTHER EXTEND THIS LETTER OF CREDIT, AND WE HAVE NOT RELEASED MONTERRA MF, LLC FROM THEIR OBLIGATIONS TO US."

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (ISP98).

WE HEREBY ENGAGE WITH YOU THAT DRAWING(S) PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL HE DULY HONORED IF PRESENTED TO US AT THIS OFFICE ON OR BEFORE THE EXHIBY DATE OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE.

to de

PMC BANK, NATIONAL ASSOCIATION INTERNATIONAL TRADE PRODUCT DELIVERY

City of Cooper City 9090 S.W. 50 Place Cooper City, FL 33328-0910 18133206-00-000

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Page 2 of 2

Client Care: 1-800-682-4689 SWIFT Address: PNCCUS33



APRIL 25, 2022

CENTRAL BROWARD WATER CONTROL DISTRICT ATTN: MICHAEL CROWLEY, DISTRICT MANAGER 8020 STIRLING ROAD (DAVIE) HOLLYWOOD, FL 33024

CITY OF COOPER CITY

11791 SW 49TH STREET COOPER CITY, FL 33330

ATTENTION: JAMES MOLASCHI, ASSISTANT UTILITIES DIRECTOR

NON EXTENSION NOTICE

^hetagajil

OUR REFERENCE:18133206-00-000APPLICANT:MONTERRA MF, LLCAMOUNT:USD \$1,225,601.30EXPIRY DATE:JUNE 03, 2022EXPIRY PLACE:OUR COUNTERS

WE REFER TO THE SUBJECT LETTER OF CREDIT ISSUED IN YOUR FAVOR.

IN ACCORDANCE WITH THE TERMS OF THIS LETTER OF CREDIT, YOU ARE HEREBY NOTIFIED THAT WE DO NOT ELECT TO EXTEND THIS INSTRUMENT FOR ANY ADDITIONAL PERIOD OF TIME. THE CREDIT WILL, THEREFORE, EXPIRE AT OUR COUNTERS ON JUNE 03, 2022.

SHOULD YOU REQUIRE ANY ASSISTANCE, PLEASE CONTACT THE INTERNATIONAL TRADE PRODUCT DELIVERY BY TELEPHONE AT 1-800-682-4689. WHEN REFERRING TO THIS LETTER OF CREDIT, REMEMBER TO QUOTE OUR REFERENCE NUMBER 18133206-00-000.

PNC BANK, NATIONAL ASSOCIATION INTERNATIONAL TRADE PRODUCT DELIVERY

CC: MONTERRA MF, LLC 2020 SALZEDO STREET SUITE 200 CORAL GABLES, FL 33134 ATTENTION: ANDY BURNHAM



City of Cooper City 9090 S.W. 50 Place Cooper City, FL 33328-0910

~~/ A Exhibit

A PARCEL OF LAND BEING A PORTION OF PARCELS "B" AND "C-2", "MONTERRA PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 155 THRU 168, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL "C-2", SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.64°07'47"W.;

THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID PARCEL "C-2", ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 00 46'23" AND A RADIUS OF 2,964.79 FEET FOR AN ARC DISTANCE OF 40.00 FEET, TO A POINT ON A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL "C-2":

THENCE S.64'07'47"W., ALONG SAID PARALLEL LINE, A DISTANCE OF 223.80 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE S.64'07'47"W., ALONG SAID PARALLEL LINE, A DISTANCE OF 119.46 FEET, TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 95'21'55" AND A RADIUS OF 36.00 FEET FOR AN ARC DISTANCE OF 59.92 FEET, TO A POINT ON A NON-TANGENT LINE;

THENCE S.59 38'53"W., A DISTANCE OF 60.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.58 45'52"E.

THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 95'44'55" AND A RADIUS OF 36.00 FEET FOR AN ARC DISTANCE OF 60.16 FEET, TO A POINT OF COMPOUND CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 25'33'34" AND A RADIUS OF 645.00 FEET FOR AN ARC DISTANCE OF 287.73 FEET, TO A POINT ON ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.15'51'01"E.;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 55'11'27" AND A RADIUS OF 355.00 FEET FOR AN ARC DISTANCE OF 341.96 FEET, TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 17'06'00" AND A RADIUS OF 923.39 FEET FOR AN ARC DISTANCE OF 275.59 FEET, TO A POINT ON A NON-TANGENT LINE;

THENCE N.58°21'58"E., A DISTANCE OF 150.53 FEET;

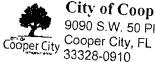
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THENCE N.31'38'02"W., A DISTANCE OF 52.47 FEET;

THENCE N.58'21'58"E., A DISTANCE OF 313.54 FEET;

THENCE N.31'38'02"W., A DISTANCE OF 614.11 FEET, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN COOPER CITY, BROWARD COUNTY, FLORIDA, CONTAINING 6.65 ACRES (289,736 SQUARE FEET), MORE OR LESS.



City of Cooper City 9090 S.W. 50 Place

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Exhibit "B"

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MONTERRA ACTIVE ADULT RESIDENCES-CITY OF COOPER CITY				
CTA PROJECT #10-0026-008-03				
ENGINEER'S COST ESTIMATE				
CENTRAL BROWARD WATER CONTROL DISTRICT			·	
		L		
EARTHWORK				
ITEM	TOTAL	UNIT	UNIT COST	TOTAL COST
CLEAR AND GRUB SITE	6.65	AC	\$1,000.00	\$6,650.00
	TOTAL EART	INORK		\$6,650.00
	TOTAL LAND			\$0,050.00
PAVING				
ITEM	TOTAL	UNIT	UNIT COST	TOTAL COST
PAVING (DRIVE AISLES)			· · · · · ·	
1" ASPHALT TYPE SP9.5 FRICTION COURSE	5,308	SY	\$12.00	\$63,696.00
1" ASPHALT TYPE SP9.5 STRUCTURAL COURSE	5,308	SY	\$12.00	\$63,696.00
8" LIMEROCK BASE	5,308	SY	\$18.00	\$95,544.00
12" STABILIZED SUBGRADE PAVING (PARKING STALLS)	5,308	SY	\$4.00	\$21,232.00
1" ASPHALT TYPE SP9.5 FRICTION COURSE	4,670	SY	\$12.00	\$56,040.00
1" ASPHALT TYPE SP9.5 STRUCTURAL COURSE	4,670	SY	\$12.00	\$56,040.00
6" LIMEROCK BASE	4,670	SY	\$15.00	\$70,050.00
12" STABILIZED SUBGRADE	4,670	SY	\$4.00	\$18,680.00
VEHICULAR PAVERS (DRIVE AISLES)				
3-1/8" PAVERS OVER 1-1/2" BEDDING SAND	1,303	SY	\$68.00	\$88,604.00
8" LIMEROCK BASE	1,303	SY SY	\$18.00	\$23,454.00 \$5,212.00
12" STABILIZED SUBGRADE VEHICULAR PAVERS (PARKING STALLS)	1,303	51	\$4.00	\$5,212.00
3-1/8" PAVERS OVER 1-1/2" BEDDING SAND	217	SY	\$68.00	\$14,756.00
6" LIMEROCK BASE	217	SY	\$15.00	\$3,255.00
12" STABILIZED SUBGRADE	217	SY	\$4.00	\$868.00
STABILIZED FIRE ACCESS ROAD				
2" OF #57 STONE	1,445	SY	\$20.00	\$28,900.00
6" LIMEROCK BASE	1,509	SY	\$15.00	\$22,635.00
12" STABILIZED SUBGRADE	1,574	SY SY	\$4.00	\$6,296.00 \$67,950.00
CONCRETE SIDEWALK (4" THICK WITH 12" COMPACTED SUBGRADE) CONCRETE SIDEWALK (VEHICULAR LOADING AREA) (6" THICK WITH 12" STABILIZED SUBGRA		SY	\$67.50	\$2,970.00
TYPE "D" CURB	5,109	LF	\$20.00	\$102,180.00
VALLEY GUTTER	72	LF	\$20.00	\$1,440.00
REMOVE EXISTING TYPE "F" CURB AND GUTTER	247	LF	\$10.00	\$2,470.00
REMOVE EXISTING CONCRETE SIDEWALK	48	SY	\$6.00	\$288.00
REMOVE EXISTING ASPHALT	239	SY	\$3.50	\$836.50
REMOVE EXISTING CHAIN LINK FENCE	275	LF LF	\$8.00 \$20.00	\$2,200.00 \$2,300.00
12" HEADER CURB	63		\$40.00	\$2,520.00
		<u>L</u>		\$2,020.00
	TOTAL PAVIN	G		\$824,112.50
DRAINAGE				
ITEM	TOTAL	UNIT	UNIT COST	TOTAL COST
TYPE C INLET 4' DIA.	12	EA	\$5,000.00	\$60,000.00
TYPE C INLET 5' DIA.	3	EA	\$6,000.00	\$18,000.00
TYPE C INLET 6' DIA.	2	EA	\$8,000.00	\$16,000.00 \$500.00
CORE EXISTING STRUCTURE AND CONNECT	1	EA EA	\$500.00	\$500.00
ADJUST EXISTING RIM ELEVATION CONVERT EXISTING CURB INLET TOP TO VALLEY GUTTER TOP	1	EA	\$1,000.00	\$1,000.00
18" HP STORM	714	LF	\$75.00	\$53,550.00
24" HP STORM	780	LF	\$80.00	\$62,400.00
30" HP STORM	197	LF	\$100.00	\$19,700.00
3" PVC CONDENSATE	48	LF	\$10.00	\$480.00
4" PVC ROOF DRAIN	6	LF	\$13.00	\$78.00
6" PVC ROOF DRAIN	660	LF	\$20.00	\$13,200.00
8" PVC ROOF DRAIN	163	LF LF	\$25.00 \$30.00	\$4,075.00 \$3,690.00
10" PVC ROOF DRAIN	123 82	LF	\$30.00	\$2,870.00
12" PVC ROOF DRAIN 15" PVC ROOF DRAIN	84	LF	\$40.00	\$3,360.00
	1		,	
	TOTAL DRAIN	AGE		\$259,403.00

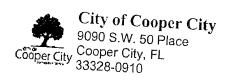


Cooper City of Cooper City 9090 S.W. 50 Place Cooper City, FL 33328-0910

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Exhibit j	3''			4
PAVEMENT MARKING AND SIGNING				
ITEM	TOTAL	UNIT	UNIT COST	TOTAL COST
6" DOUBLE YELLOW	73	LF	\$4.50	\$328.50
6" YELLOW 6'-10' SKIP	24	LF	\$2.25	\$54.00
6" WHITE 2'-4' SKIP	30	LF	\$2.25	\$67.50
24" WHITE STOP BAR	104	LF	\$8.00	\$832.00
12" SOLID WHITE	636	LF	\$4.00	\$2,544.00
4" SOLID WHITE	8,069	LF	\$1.50	\$12,103.50
4" SOLID BLUE	192	LF	\$1.50	\$288.00
BLUE HANDICAP SYMBOL	8	EA	\$100.00	\$800.00
FTP-21-06 HANDICAP SIGN (30" X 18")	8	EA	\$200.00	\$1,600.00
R1-1 "STOP" SIGN (30" X 30")	6	EA	\$250.00	\$1,500.00
R5-1 "DO NOT ENTER" SIGN (30" X 30")	4	EA	\$250.00	\$1,000.00
R8-3 "NO PARKING" SIGN (24" X 30")	2	EA	\$225.00	\$450.00
"EMERGENCY FIRE EXIT ONLY" SIGN (24" X 30")	2	EA	\$225.00	\$450.00
W11A-2 PEDESTRIAN CROSSING SIGN (30" X 30")	8	ËA	\$250.00	\$2,000.00
		MENT MARKIN	G AND SIGNING	\$24,017.50
\$\$\$1119111191 \$\$	SUM OF ALL	ITEMS LISTED	ABOVE	\$1,114,183.00
	BOND AMOU			\$1,225,601.30
5930 5 Nº 5930		\square	1	
STATE	OF HI			
Prepared By:		A	6-9-2	2020
Decreed Div				
Prepared By:	Chad E. Edwa	rde DE		
Craven Thompson and Associates, Inc.				
3563 N.W. 53rd Street, Fort Lauderdale FL 33309		vising Engineer		
Florida Licensed Engineering, Surveying & Mapping Business No. 271	IFIORIDA Regist	ration No. 5930		



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Client Care: 1-800-682-4689 SWIFT Address: PNCCUS33



BENEFICIARY: CITY OF COOPER CITY 11791 SW 49TH STREET COOPER CITY, FL 33330

and fi

MONTERRA MF, LLC 2020 SALZEDO STREET SUITE 200 CORAL GABLES, FL 33134

APPLICANT:

ATTENTION: JAMES MOLASCHI, ASSISTANT UTILITIES DIRECTOR

IRREVOCABLE STANDBY LETTER OF CREDIT

OUR REFERENCE:	18133207-00-000
AMOUNT:	USD \$181,755.20
ISSUE DATE:	JUNE 03, 2020
EXPIRY DATE:	JUNE 03, 2021
EXPIRY PLACE:	OUR COUNTERS
EXPIRY DATE:	

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. 18133207-00-000 IN YOUR FAVOR FOR THE ACCOUNT OF MONTERRA MF, LLC UP TO THE AGGREGATE AMOUNT OF USD 181,755.20 (ONE HUNDRED EIGHTY ONE THOUSAND SEVEN HUNDRED FIFTY FIVE AND 20/100 UNITED STATES DOLLARS) AVAILABLE FOR PAYMENT AT SIGHT AT OUR COUNTERS AT 500 FIRST AVENUE, SECOND FLOOR, P7-PFSC-02-T, PITTSBURGH, PA 15219, ATTENTION: STANDBY LETTERS OF CREDIT BY PRESENTATION OF A DATED STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE CITY OF COOPER CITY READING AS FOLLOWS:

47.⁹⁹⁰)

"I, (STATE NAME AND TITLE), HEREBY CERTIFY THAT I AM A REPRESENTATIVE OF THE CITY OF COOPER CITY AUTHORIZED TO EXECUTE THIS STATEMENT AND DEMAND PAYMENT OF USD (INSERT AMOUNT) UNDER PNC BANK, NATIONAL ASSOCIATION LETTER OF CREDIT NO. 18133207-00-000. I FURTHER CERTIFY THAT THE AMOUNT OF OUR DEMAND REPRESENTS THE AMOUNT DUE US AS A RESULT OF THE FAILURE OF MONTERRA MF, LLC TO COMPLETE IMPROVEMENTS WHICH MAY CONSIST OF, BUT ARE NOT NECESSARILY LIMITED TO PAVING, CURB AND GUTTER GRADING, EXCAVATION, EMBANKMENT, DRAINAGE CULVERTS, AND APPURTENANCES, OR OTHER SIMILAR IMPROVEMENTS."

THIS LETTER OF CREDIT EXPIRES AT THIS OFFICE WITH OUR CLOSE OF BUSINESS AT 5:00 P.M. EASTERN TIME ON JUNE 03, 2021.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT FOR AN ADDITIONAL PERIOD OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE, UNLESS WE NOTIFY YOU IN WRITING BY CERTIFIED MAIL, OR OVERNIGHT COURIER, SENT TO YOU AT THE ABOVE ADDRESS AT LEAST THIRTY (30) DAYS PRIOR TO THE THEN CURRENT EXPIRY DATE, NOTIFYING YOU THAT WE ELECT NOT TO FURTHER EXTEND THIS LETTER OF CREDIT FOR AN ADDITIONAL PERIOD OF ONE YEAR. UPON RECEIPT OF SUCH NOTICE, YOU MAY DRAW HEREUNDER BY PRESENTATION OF YOUR DATED STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE READING AS FOLLOWS:

Page 1 of 2

18133207-00-000

City of Cooper City 9090 S.W. 50 Place Cooper City, FL 33328-0910

Client Care: 1-800-682-4689 SWIFT Address: PNCCUS33

"I, (STATE NAME AND TITLE), HEREBY CERTIFY THAT I AM A REPRESENTATIVE OF THE CITY OF COOPER CITY AUTHORIZED TO EXECUTE THIS STATEMENT AND DEMAND PAYMENT OF USD (INSERT AMOUNT) UNDER PNC BANK, NATIONAL ASSOCIATION LETTER OF CREDIT NO. 18133207-00-000. I FURTHER CERTIFY THAT THE AMOUNT OF THIS DRAWING REPRESENTS FUNDS DUE US AS WE HAVE BEEN NOTIFIED THAT PNC BANK, NATIONAL ASSOCIATION HAS ELECTED NOT TO FURTHER EXTEND THIS LETTER OF CREDIT, AND WE HAVE NOT RELEASED MONTERRA MF, LLC FROM THEIR OBLIGATIONS TO US."

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (ISP98).

WE HEREBY ENGAGE WITH YOU THAT DRAWING(S) PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF PRESENTED TO US AT THIS OFFICE ON OR BEFORE THE EXPIRY PARE OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE.

a.y

DA:

PNC BANK, NATIONAL ASSOCIATION INTERNATIONAL TRADE PRODUCT DELIVERY

Page 2 of 2

18133207-00-000

Looper City

City of Cooper City 9090 S.W. 50 Place Cooper City, FL

33328-0910

PNC Bank, National Association International Trade Product Deliv 500 First Avenue - 2nd Floor Pittsburgh, PA 15219 Mail Stop: P7-PFSC-02-T	Client Care: 1-800- rery SWIFT Address: Pl	NCCUS33	PNC	
APRIL 25, 2022 CITY OF COOPER CITY 11791 SW 49TH STREET COOPER CITY, FL 33330 ATTENTION: JAMES MOLA DIRECTOR	SCHI, ASSISTANT UTI	LITIES		
	NON EXTENSION N	OTICE		
APPLICANT: MC AMOUNT: US EXPIRY DATE: JU	133207-00-000 DNTERRA MF, LLC SD \$181,755.20 DNE 03, 2022 JR COUNTERS			
	al de la constante de la consta La constante de la constante de			
WE REFER TO THE SUBJEC	1. 1. J. H.			
IN ACCORDANCE WITH THE NOTIFIED THAT WE DO NO ADDITIONAL PERIOD OF T COUNTERS ON JUNE 03, 2	OT ELECT TO EXTEND T FIME. THE CREDIT WI	HIS INSTRUMENT FU	OR ANI	
SHOULD YOU REQUIRE ANY TRADE PRODUCT DELIVERY TO THIS LETTER OF CHEI 18133297-00-000	Y BY TELEPHONE AT 1-	-800-682-4689. WF	LEN REPERRING	
	Thing			
PNC BANK, NATIONAL ASS INTERNATIONAL TRADE PI	SOCIATION RODUCT DELIVERY		***	
CC: MONTERRA MF, LLC 2020 SALZEDO STREI SUITE 200			<u>, (?)</u>	
CORAL GABLES, FL ATTENTION: ANDY B				

9090 S.W. 50 Place Cooper City Cooper City, FL 33328-0910

.

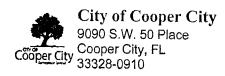
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EXHIBIT 'A'

P

MONTERRA ACTIVE ADULT RESIDENCES-CITY OF COOPER CITY			1	
CTA PROJECT #10-0026-008-03				
ENGINEER'S COST ESTIMATE				
FROM CURRENT SET DATED 3/11/20				
	1			
EARTHWORK				
ITEM	TOTAL	UNIT	UNIT COST	TOTAL COST
CLEAR AND GRUB SITE	6.65	AC	\$1,000.00	\$6,650.00
	TOTAL EARTI	HWORK		\$6,650.00
				1
PAVING				
ITEM	TOTAL	UNIT	UNIT COST	TOTAL COST
PAVING (DRIVE AISLES)				
1" ASPHALT TYPE SP9.5 FRICTION COURSE	5,308	SY	\$12.00	\$63,696.00
1" ASPHALT TYPE SP9.5 STRUCTURAL COURSE 8" LIMEROCK BASE	5,308 5,308	SY SY	\$12.00 \$18.00	\$95.544.00
12" STABILIZED SUBGRADE	5,308	SY SY	\$4.00	\$21,232.00
PAVING (PARKING STALLS)	0,000		¢ 1.00	VI.,201100
1" ASPHALT TYPE SP9.5 FRICTION COURSE	4,670	SY	\$12.00	\$56,040.00
1" ASPHALT TYPE SP9.5 STRUCTURAL COURSE	4,670	SY	\$12.00	\$56,040.00
6" LIMEROCK BASE	4,670	SY	\$15.00	\$70,050.00
12" STABILIZED SUBGRADE	4,670	SY	\$4.00	\$18,680.00
VEHICULAR PAVERS (DRIVE AISLES)	4 000	SY	\$68.00	\$88,604.00
3-1/8" PAVERS OVER 1-1/2" BEDDING SAND 8" LIMEROCK BASE	1,303	SY SY	\$18.00	\$23,454.00
12" STABILIZED SUBGRADE	1,303	SY	\$4.00	\$5,212.00
VEHICULAR PAVERS (PARKING STALLS)	1,000		\$1.00	
3-1/8" PAVERS OVER 1-1/2" BEDDING SAND	217	SY	\$68.00	\$14,756.00
6" LIMEROCK BASE	217	SY	\$15.00	\$3,255.00
12" STABILIZED SUBGRADE	217	SY	\$4.00	\$868.00
STABILIZED FIRE ACCESS ROAD				
2" OF #57 STONE	1,445	SY SY	\$20.00	\$28,900.00
6" LIMEROCK BASE 12" STABILIZED SUBGRADE	1,509	SY SY	\$15.00 \$4.00	\$22,635.00 \$6,296.00
CONCRETE SIDEWALK (4" THICK WITH 12" COMPACTED SUBGRADE)	1,574	SY SY	\$45.00	\$67,950.00
CONCRETE SIDEWALK (VEHICULAR LOADING AREA) (6" THICK WITH 12" STABILIZED SUBGRA		SY	\$67.50	\$2,970.00
TYPE "D" CURB	5,109	LF	\$20.00	\$102,180.00
VALLEY GUTTER	72	LF	\$20,00	\$1,440.00
REMOVE EXISTING TYPE "F" CURB AND GUTTER	247	LF	\$10.00	\$2,470.00
REMOVE EXISTING CONCRETE SIDEWALK	48	SY	\$6.00	\$288.00
REMOVE EXISTING ASPHALT	239	SY LF	\$3.50	\$836.50
REMOVE EXISTING CHAIN LINK FENCE 12" HEADER CURB	115		\$8.00	\$2,200.00
24" HEADER CURB	63		\$40.00	\$2,520.00
		<u>_</u>	0+0.00	
	TOTAL PAVIN	Ġ		\$824,112.50
			İ	
DRAINAGE				
ITEM	TOTAL	UNIT	UNIT COST	TOTAL COST
TYPE C INLET 4' DIA.	12	EĀ	\$5,000.00	\$60,000.00
TYPE C INLET 5' DIA.	3	EA	\$6,000.00	\$18,000.00
TYPE C INLET 6' DIA.	2	EA	\$8,000.00	\$16,000.00
CORE EXISTING STRUCTURE AND CONNECT ADJUST EXISTING RIM ELEVATION	1	EA	\$500.00	\$500.00
CONVERT EXISTING CURB INLET TOP TO VALLEY GUTTER TOP		EA EA	\$500.00	\$500.00 \$1,000.00
18" HP STORM	714		\$1,000.00	\$53,550.00
24" HP STORM	780	LF	\$80,00	\$62,400.00
30" HP STORM	197	LF	\$100.00	\$19,700.00
3" PVC CONDENSATE	48	LF	\$10.00	\$480.00
4" PVC ROOF DRAIN	6	LF	\$13.00	\$78.00
6" PVC ROOF DRAIN	660	LF	\$20.00	\$13,200.00
	163	LF	\$25.00	\$4,075.00
10" PVC ROOF DRAIN 12" PVC ROOF DRAIN	123	LF	\$30.00	\$3,690.00
15" PVC ROOF DRAIN	82	LF LF	\$35.00 \$40.00	\$2,870.00
	04		340.00	<i>43,300.0</i> 0
	TOTAL DRAIN	AGE		\$259,403.00
				,,



PAVEMENT MARKING AND SIGNING		1		
	TOTAL	UNIT	UNIT COST	TOTAL COST
6" DOUBLE YELLOW	73	LF	\$4.50	\$328.50
6" YELLOW 6'-10' SKIP	24	LF	\$2.25	\$54.00
6" WHITE 2'-4' SKIP	30	LF	\$2.25	\$67.50
24" WHITE STOP BAR	104	LF	\$8.00	\$832.00
12" SOLID WHITE	636	LF	\$4.00	\$2,544.00
4" SOLID WHITE	8,069	LF	\$1.50	\$12,103.50
4" SOLID BLUE	192	LF	\$1.50	\$288.00
BLUE HANDICAP SYMBOL	8	EA	\$100,00	\$800.00
FTP-21-06 HANDICAP SIGN (30" X 18")	8	EA	\$200,00	\$1,600.00
R1-1 "STOP" SIGN (30" X 30")	6	EA EA	\$250.00 \$250.00	\$1,500.00 \$1,000.00
R5-1 "DO NOT ENTER" SIGN (30" X 30")	4	EA	\$250.00	\$1,000.00
R8-3 "NO PARKING" SIGN (24" X 30") "EMERGENCY FIRE EXIT ONLY" SIGN (24" X 30")	2	EA	\$225.00	\$450.00
W11A-2 PEDESTRIAN CROSSING SIGN (30" X 30")	8	EA	\$250.00	\$2,000.00
WITA-2 PEDESTRIAN CROSSING SIGN (30 X 30)		<u> </u>	φ200.00	\$2,000.00
· · · · · · · · · · · · · · · · · · ·	TOTAL PAVE	MENT MARKING	G AND SIGNING	\$24,017.50
	TOTALTATE		S AND CICILING	
WATER				
	TOTAL	UNIT	UNIT COST	TOTAL COST
ITEM FIRE HYDRANT ASSEMBLY (INCLUDES TEE AND GATE VALVE)	101AL	EA	\$5,000.00	\$20,000.00
BACTERIOLOGICAL SAMPLING POINT		EA	\$500.00	\$3,000.00
12" PVC WATER MAIN	1,490	LF	\$72.00	\$107,280.00
6" PVC WATER MAIN	121	LF	\$27.00	\$3,267.00
4" PVC WATER MAIN	41		\$20.00	\$820,00
4" METER	1	EA	\$2,000.00	\$2,000.00
4" BACKFLOW PREVENTER	1	EA	\$3,000.00	\$3,000.00
6" DOUBLE DETECTOR CHECK VALVE		EA	\$3,000,00	\$3,000.00
REMOVE EXISTING PLUG AND CONNECT TO EXISTING WATER MAIN	2	EA	\$1,500.00	\$3,000.00
12" PLUG WITH 2" BLOW-OFF	3	EA	\$750.00	\$2,250.00
12" GATE VALVE	5	EA	\$2,500.00	\$12,500.00
6" GATE VALVE	2	EA	\$1,200.00	\$2,400.00
4" GATE VALVE	1	EA	\$750.00	\$750.00
12" X 12" TEE	3	EA	\$1,600.00	\$4,800.00
12" X 6" TEE	1	EA	\$1,200.00	\$1,200.00
12" X 4" TEE	1	EA	\$800.00	\$800.00
FIRE DEPARTMENT CONNECTION	1	EA	\$1,500.00	\$1,500.00
12" 45 DEGREE BAND	4	EA	\$1,000.00	\$4,000.00
12" 11.25 DEGREE BEND	2	EA	\$800.00	\$1,600.00
	TOTAL WATE	R		\$177,167.00
SANITARY SEWER				
ITEM	TOTAL	UNIT	UNIT COST	TOTAL COST
MANHOLE 4' DIAMETER (8-10' DEPTH)	2	EA	\$5,000,00	\$10,000.00
8" PVC (8-10' DEPTH)	417	LF	\$60.00	
6" PVC SERVICE LINE	603	LF	\$15.00	
6" CLEANOUT	15	EA	\$200.00	
CORE EXISTING STRUCTURE AND CONNECT	1	EA	\$500.00	
PLUG INVERT	1	EA	\$500,00	\$500.00
		<u> </u>		
		1		
	TOTAL SANIT	ARY SEWER		\$48,065.00
		+		
	SUM OF ALL ITEMS LISTED ABOVE		\$1,339,415.00	
Prepared By:		1	-Chad-Everet	Digitally signed by Chad Everett Edwards
Craven Thompson and Associates, Inc.	Chad E. Edwa			Date: 2020.03.12
3563 N.W. 53rd Street, Fort Lauderdale FL 33309		ising Engineer		
Florida Licensed Engineering, Surveying & Mapping Business No. 271	Florida Registration No. 59306			11.45.15 -04 00



City of Cooper City 9090 S.W. 50 Place Cooper City 33328-0910

CITY OF COOPER CITY UTILITY/ENGINEERING DIVISION SUBDIVIDER'S COMPLETION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Monterra MF, LLC

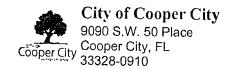
severally, firmly by these presents.

Hereinafter called "Principal", whether one or more and PNC Bank, NA

a corporation duly authorized to issue letters of credit within the State of Florida, hereinafter called "Bank", are held and firmly bound unto the CITY OF COOPER CITY, a political subdivision of the State of Florida, hereinafter called the "District", for the use of said District in connection with improvements described in Exhibit "A", attached hereto and incorporated herein in its entirety, (which improvements may consist of, but are not necessarily limited to paving, curb and gutter grading, excavation, embankment, drainage culverts, and appurtenances, or other similar improvements, whether specifically mentioned herein or not, and whether or not particularly described by any attached documents) in the sum of <u>one hundred eighty-one thousand seven hundred fifty-five dollars and twenty cents</u> (<u>\$181,755.20</u>), lawful money of the United States of America. Said sum being one hundred ten per cent (110%) of the estimated construction cost of the improvements described in Exhibit "A" and which shall be prepared by a registered professional engineer in the State of Florida. Said estimate being part of Exhibit "A", to be paid unto said District, its successors and assigns, to which payment well and truly to be made we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and

WHEREAS, the Bank has issued Letter of Credit No¹⁸¹³³²⁰⁷⁻⁰⁰⁻⁰⁰⁰ in the amount of \$ 181,755.20 dated June 03, 2020 on behalf of Principal, hereinafter called "Letter of Credit".

Exhibit L-1 July 2009



Page 1 of 4

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully comply with, carry out, construct, erect and build the improvements referred to in Exhibit "A" hereof, in accordance with the aforesaid regulations of the District, the plans, specifications and schedules covering said work, and such improved additions, amendments or alterations as may be made in the plans, specifications and schedules for said work (it being understood that the Principal shall remain bound under this Agreement although not informed of any such additions, amendments or alterations), and shall complete all of said work on or before _, and shall pay all costs as incurred and billed by the District in connection with the investigation, approval, and inspection of the improvements referred to in Exhibit "A" hereof; then the Principal of this Agreement shall promptly repair or replace any of said improvements to the original condition required by said District or any ordinances and regulations thereof, as amended, should the same because of defective material, engineering and/or faulty workmanship, require such repair or replacement within twelve (12) months after final inspection and approval of said improvements by the District, then this obligation shall be void, otherwise remaining in full force and effect. And the Principal on this Agreement, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the work or to the plans, specifications and schedules covering the same, or in the term or mode of payment for the same shall in any way affect the liability of payment under this Agreement, and it does hereby waive notice of any and all changes, extensions of time, alterations and additions to the work or to the plans, specifications and schedules covering said work.

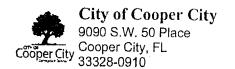
This Agreement shall be for the use and benefit of the District if it shall elect to proceed with said work upon the failure or refusal of the Principal to do so by the date hereinabove specified, or any subsequent extension date agreed to by the Principal and the District, or in the event the Principal for any reason fails to complete the improvements described in Exhibit "A" to this Agreement and may be enforced by the District in the manner authorized by law.

The Bank further agrees to notify the District a minimum of thirty (30) days prior to cancellation or termination of the Letter of Credit. The Principal further agrees to notify the District of any change in ownership of all or part of the property described in Exhibit "B" to this Agreement.

That the District will have the right and authority to enter upon and cross over the property described in Exhibit "B" hereto for the purpose of inspecting these improvements, and in the event that the District determines that the improvements are not being timely completed by the Principal, notice will be given by the District to the Principal and the Principal will be given a period of fifteen (15) days from and after the mailing of such notice within which to commence construction of the improvements or obtain from the District, in writing, an extension, for good cause shown, of the time within which the improvements will be completed, failing which the District may at its option complete the improvements described in Exhibit "A" for and on behalf of the Principal.

That in the event the District is required to complete the improvements described in Exhibit "A" on behalf of the Principal, then and in such event, the District shall be deemed to have a lien against the property described in Exhibit "B" which lien shall be inferior only to any existing first mortgage then encumbering said property, ad valorem taxes and such other liens, impositions and assessments as may be given priority by applicable statutes, and said liens shall be for all such costs incurred by the District together with interest thereon computed at ten per cent (10%) per annum. In the further event that the District is required to foreclose this lien, then and in such event, the District will be entitled to payment of any costs or attorney's fees incurred in connection with such foreclosure or collection proceedings, whether suit be brought or not; and the Principal and Bank, jointly and severally, shall be liable for same.

Exhibit L-1 July 2009



Page 2 of 4

Should the Principal subdivide the property described in Exhibit "B" hereto, the Principal's obligations under this Agreement to complete the improvements in Exhibit "A" shall devolve upon the individual purchasers of the subdivided parcels, their heirs, successors and assigns, and shall be a covenant to run with the land. Regardless of whether or not the Principal subdivides the property described in Exhibit "B" hereto, their obligation to complete the improvements described in Exhibit "A" hereto shall be binding upon its heirs, successors and assigns, regardless of how their heirs, successors or assigns came into ownership and shall be a covenant running with the land. If construction of the improvements described in Exhibit "A" attached hereto is not substantially commenced within one (1) year from the date of this Agreement, the Principal shall submit, prior to this one (1) year period, revised cost estimates to the District for review. Following this review, if the District so requires, the Principal fails to comply with this paragraph, this Agreement shall be null and void and of no further force and effect and all previous approvals of the District shall be cancelled effective one (1) year from the date of the Letter of Credit.

This agreement shall be governed by the laws of the State of Florida.

This agreement shall be placed upon the public records of Broward County, Florida, the Principal to bear the cost.

IN WITNESS WHEREOF, the Principal and Bank have caused these presents to be duly executed on this _____ day of ______, 20____.

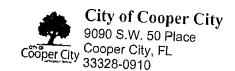
Corporate Attest

Corporate Seal Attest:

Princig B

Bank Bν

Exhibit L-1 July 2009



Page 3 of 4

STATE OF FLORIDA COUNTY OF BROWARD

who executed the foregoing Subdivider's Completion Agreement and acknowledged before me that they executed same.

WITNESS my hand and official seal in the County and State last aforesaid this <u>f</u> day of Jme , 2020. Blance

My Commission Expires:



STATE OF FLORIDA COUNTY OF BROWARD

personally appeared <u>Michael</u> <u>Kyle</u> of <u>We Barle</u>, to me known to be the person described in and who executed the foregoing Subdivider's Completion Agreement and acknowledged before me that they

WITNESS my hand and official seal in the County and State last aforesaid this dav of Vn+ ,2020

My Commission Expires:

executed the same.



Exhibit L-1 July 2009



City of Cooper City 9090 S.W. 50 Place Cooper City, FL 33328-0910

Notary Public

Page 4 of 4

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CENTRAL BROWARD WATER CONTROL DISTRICT

8020 STIRLING ROAD (DAVIE) HOLLYWOOD, FLORIDA 33024 TELEPHONE: (954) 432-5110 FAX: (954) 432-8603 E-Mail: districtmanager@centralbrowardwcd.org www.centralbrowardwcd.org

May 11, 2022

Fabio A. Rodriguez Vice President CC Residential 2020 Salzedo Street, Ste. 200 Coral Gables, FL 33134

Monterra Active Adult Residences LOC 18133206-00-000 Re: Release and Replace Cash Bond - \$ 306,400.33

Dear Mr. Rodriguez:

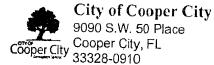
Please be advised that the As-built of the project Monterra Active Adult Residences was approved by the Board of Commissioners of the Central Broward Water Control District at their regularly scheduled meeting on Wednesday, October 23, 2019. Central Broward Water Control District has agreed to release the above-referenced Letter of Credit # 18133206-00-000 for the amount of \$1,225.601.30. This Letter of Credit has been replaced with Cash Bond which representing 25% of the released amount of \$ 306,400.33. The City of Cooper City will hold the cash bond, this security is joint with the City of Cooper City and subject to their approval. We strongly suggest that this release be recorded immediately.

Should you require additional information, please call at 954-432-5110.

Sincerely

Michael Crowley **District Manager**

MC/cd Enclosures City of Cooper City CC: **PNC Bank**



Prepared By: Central Broward Water Control District 8020 Stirling Road Hollywood, FL 33024

Return to: Fabio A. Rodriguez Vice President CC Residential 2020 Salzedo Street, Ste. 200 Coral Gables, FL 33134

Project Name: Monterra Active Adult Residences

CBWCD Permit Number: W-371

RELEASE OF SUBDIVIDER'S COMPLETION AGREEMENT

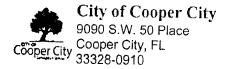
KNOW ALL MEN BY THESE PRESENTS:

That the CENTRAL BROWARD WATER CONTROL DISTRICT, a political subdivision existing under the laws of the State of Florida, the owner and holder of a certain Subdivider's Completion Agreement # 18133206-00-000 executed by <u>Monterra MF, LLC.</u> as Principal, and by <u>PNC Bank, NA</u> as bank, to CENTRAL BROWARD WATER CONTROL DISTRICT (fka CENTRAL BROWARD DRAINAGE DISTRICT) being dated the <u>17</u> day of <u>June</u>, 2020, recorded in Official Records Book <u>N/A</u> Page <u>#2</u>, or Official Records Instrument No. <u>116557937</u> in the Office of the Country Administrator of Broward County, State of Florida, for the sum of <u>one million two hundred twenty five thousand six hundred one dollars & thirty cents 30/100 Dollars (\$1,225,601.30) and certain promises and obligations set forth in said State and County described as follows, to wit:</u>

See attached

hereby acknowledges that all obligations under the aforestated Subdivider's Completion Agreement have been satisfied and that said Subdivider's Completion Agreement is hereafter of no force and effect.

Exhibit M-1 July 23, 2021



IN WITNESS WHEREOF, the said CENTRAL BROWARD WATER CONTROL DISTRICT has caused these presents to be executed in its name and its official seal affixed hereto by its proper officers thereunto duly authorized, the <u>12</u> day of <u>May</u>, <u>2022</u>.

Corporate Seal DISTRICT CENTRAL BROWARD WATER CONTROL

BY: Secretary

Signed, sealed and delivered

in the presence of:

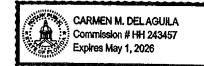
STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or □ online notarization, this <u>12</u> day of <u>May</u>, <u>2022</u>, by <u>Michael Crowley</u> as <u>District</u> <u>Manager</u> for CENTRAL BROWARD WATER CONTROL DISTRICT, a political subdivision of the State of Florida.

(Signature of Notary Public - State of Florida) M Mer

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known Produced Identification Type of Identification Produced



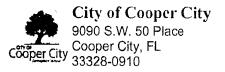


Exhibit M-1 July 23, 2021

Page 2 of 2

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Monterra Active Adult Residences

INSTR # 116557937 Recorded 06/17/20 at 10:49 AM Broward County Commission 9 Page(s) #2

Please return to: Central Broward Water Control District 8020 Stirling Road Hollywood, FL 33024

CENTRAL BROWARD WAT R CONTROL DISTRICT SUBDIVIDER'S (**FION** GREEMENT

KNOW ALL MEN BY THESE PRESEN

That Monterra MF, LLC

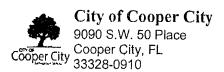
Hereinafter called "Pincipal", whether one or more and ANC Bark, NA

a corporation duly authorized b issue letter or credit within t e State of Florida, hereinafter called "Bank", are ARD WITER CONTROL DISTRICT AND THE GIT OF C Flor 2, hereinafter called the "District", for the use of said held and firmly bound u NTF L BRO tο COOPER CITY, a political the State ision in connection with improvements described in "xhibit "A", attached hereto and incorporated herein in its may consist of, but an not necessarily limited to paving, curb and gutter next, drainage culverts, and appurtenances, or other similar improvements, herein or not, and whether or not particularly described by any attached one million two hundred twenty-five thousand six hundred one dollars & thirty cents which entiret rovemer s mav grading, excav emb nkme whether specifica men cume ts) in

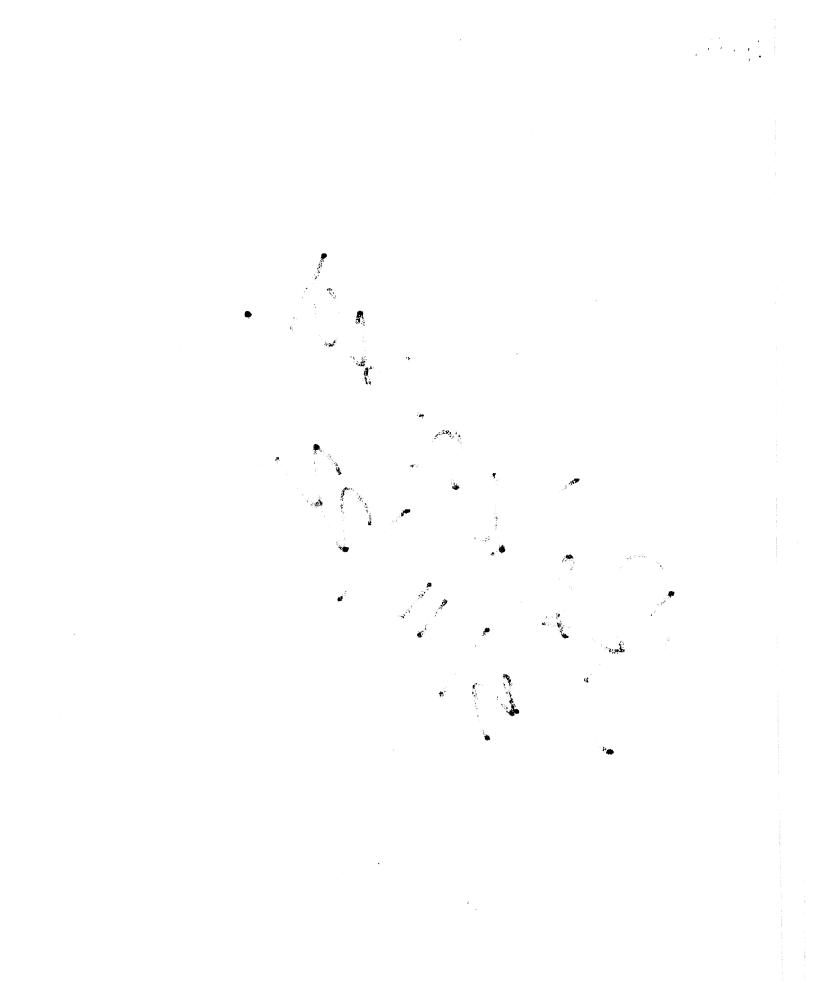
pioney of the United States of America. Said sum being one hundred ten per cent construction cost of the improvements described in Exhibit "A" and which shall be 601.30 awful (110 imated y a registered orepai professional engineer in the State of Florida. Said estimate being part of Exhibit "A", to said Disnict, its successors and assigns, to which payment well and truly to be made we bind be paid un ourselves, our representatives, successors and assigns, jointly and severally, firmly by heir perg hal these presents.

WHEREAS, the Bank has issued Letter of Credit No¹⁸¹³³²⁰⁶⁻⁰⁰⁻⁰⁰⁰ in the amount of \$ 1,225,601.30 dated June 03, 2020 on behalf of Principal, hereinafter called "Letter of Credit".

Exhibit L-1 July 2009



Page 1 of 4



NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully comply with, carry out, construct, erect and build the improvements referred to in Exhibit "A" hereof, in accordance with the aforesaid regulations of the District, the plans, specifications and schedules covering said work, and such improved additions, amendments or alterations as may be made in the plans, specifications and schedules for said work (it being understood that the Principal shall remain bound under this Agreement although not informed of any such additions, amendments or alterations), and shall complete all of said work on or before _______/ A_____, and shall pay a ____, and shall pay all costs as incurred and billed by the District in connection with the investigation, approval, and inspection of the improvements referred to in Exhibit "A" hereof; then the Principal of this Agreement shall promptly repair or replace any of said improvements to the original condition required by said District or any ordinances and regulations thereof, as amended, should the same because of defective material, engineering and/or faulty workmanship, require such repair or replacement within twelve (12) months after final inspection and approval of said improvements by the District, then this obligation shall be void, otherwise remaining in full force and effect. And the Principal on this Agreement, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the work or to the plans, specifications and schedules covering the same, or in the term or mode of payment for the same shall in any way affect the liability of payment under this Agreement, and it does hereby waive notice of any and all changes, extensions of time, alterations and additions to the work or to the plans, specifications and schedules covering said work.

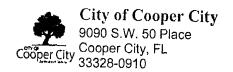
This Agreement shall be for the use and benefit of the District if it shall elect to proceed with said work upon the failure or refusal of the Principal to do so by the date hereinabove specified, or any subsequent extension date agreed to by the Principal and the District, or in the event the Principal for any reason fails to complete the improvements described in Exhibit "A" to this Agreement and may be enforced by the District in the manner authorized by law.

The Bank further agrees to notify the District a minimum of thirty (30) days prior to cancellation or termination of the Letter of Credit. The Principal further agrees to notify the District of any change in ownership of all or part of the property described in Exhibit "B" to this Agreement.

That the District will have the right and authority to enter upon and cross over the property described in Exhibit "B" hereto for the purpose of inspecting these improvements, and in the event that the District determines that the improvements are not being timely completed by the Principal, notice will be given by the District to the Principal and the Principal will be given a period of fifteen (15) days from and after the mailing of such notice within which to commence construction of the improvements or obtain from the District, in writing, an extension, for good cause shown, of the time within which the improvements will be completed, failing which the District may at its option complete the improvements described in Exhibit "A" for and on behalf of the Principal.

That in the event the District is required to complete the improvements described in Exhibit "A" on behalf of the Principal, then and in such event, the District shall be deemed to have a lien against the property described in Exhibit "B" which lien shall be inferior only to any existing first mortgage then encumbering said property, ad valorem taxes and such other liens, impositions and assessments as may be given priority by applicable statutes, and said liens shall be for all such costs incurred by the District together with interest thereon computed at ten per cent (10%) per annum. In the further event that the District is required to foreclose this lien, then and in such event, the District will be entitled to payment of any costs or attorney's fees incurred in connection with such foreclosure or collection proceedings, whether suit be brought or not; and the Principal and Bank, jointly and severally, shall be liable for same.

Exhibit L-1 July 2009



Page 2 of 4

Should the Principal subdivide the property described in Exhibit "B" hereto, the Principal's obligations under this Agreement to complete the improvements in Exhibit "A" shall devolve upon the individual purchasers of the subdivided parcels, their heirs, successors and assigns, and shall be a covenant to run with the land. Regardless of whether or not the Principal subdivides the property described in Exhibit "B" hereto, their obligation to complete the improvements described in Exhibit "A" hereto shall be binding upon its heirs, successors and assigns, regardless of how their heirs, successors or assigns came into ownership and shall be a covenant running with the land. If construction of the improvements described in Exhibit "A" attached hereto is not substantially commenced within one (1) year from the date of this Agreement, the Principal shall submit, prior to this one (1) year period, revised cost estimates to the District for review. Following this review, if the District so requires, the Principal fails to comply with this paragraph, this Agreement shall be null and void and of no further force and effect and all previous approvals of the District shall be cancelled effective one (1) year from the date of the Letter of Credit.

This agreement shall be governed by the laws of the State of Florida.

This agreement shall be placed upon the public records of Broward County, Florida, the Principal to bear the cost.

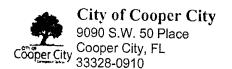
IN WITNESS WHEREOF, the Principal and Bank have caused these presents to be duly executed on this day of ______, 2022.

Corporate 8 Attest:

Corporate Attest:

Principa By: BUBNKK Bank By: Pror Leit cO

Exhibit L-1 July 2009



Page 3 of 4

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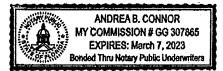
STATE OF FLORIDA COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgements, personally appeared _______ of personally appeared _

Monterra M , to me known to be the person described in and LC who executed the foregoing Subdivider's Completion Agreement and acknowledged before me that they executed same.

WITNESS my hand and official seal in the County and State last aforesaid this <u>9</u> day of June , 2020

My Commission Expires:



STATE OF FLORIDA COUNTY OF BROWARD

My Commission Expires:

Hadcer Course

___, to me known to be the person described in and Puc 1SANK

who executed the foregoing Subdivider's Completion Agreement and acknowledged before me that they executed the same.

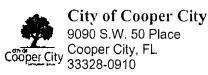
WITNESS my hand and official seal in the County and State last aforesaid this _____ day of June ,202 !

PHILIP MARTIN HANAKA

Notary Public - State of Florida Commission # GG 917724 My Comm. Expires Oct 4, 2023 Bonded through National Notary Assn

Notary Public

Exhibit L-1 July 2009



Page 4 of 4

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Exhibit "F"

JOINDER AND CONSENT OF MORTGAGEE

PNC BANK, NATIONAL ASSOCIATION ("<u>Mortgagee</u>") is the owner and holder of that certain Mortgage and Security Agreement dated June 3, 2020, recorded on June 5, 2020, from Monterra MF, LLC, a Florida limited liability company in favor of Mortgagee, which is recorded in the Official Records, Instrument Number 116538253 of the Public Records of Broward County, Florida (the "<u>Mortgage</u>") and does hereby join in and consent to the execution and recordation of the foregoing Grant of Easement (the "<u>Easement</u>") in favor of the City of Cooper City, a municipal corporation of the State of Florida, to which this Joinder and Consent of Mortgagee is attached.

This Joinder and Consent of Mortgagee shall be binding upon and shall inure to the benefit of the successors and assigns of the Mortgagee.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Easement, any of its terms or provisions, or the legal sufficiency thereof.

IN WITNESS	WHEREOF,	the undersigned	l has execute	d this Joinder	and Consent on t	his 00
day of	2022.					

MAR	PNC BANK, NATIONAL ASSOCIATION
Print Name: <u>Artificade</u> <u>Hoe</u> <u>Dominguez</u> Print Name: <u>Lisa</u> <u>Dominguez</u>	By: Name: <u>Christian C. Hafis</u> Title: <u>Assichut Vice</u> (Leute Date: [SEAL]
STATE OF FLORIDA) COUNTY OF PAIN fran) SS.: The foregoing instrument was acknowled	edged before me this 2 day of And
2022, by Chailing (. / Xets	as identification on behalf of the bank.
My commission expires:	NOTARY PUBLIC, State of Florida at Large
PHILIP MARTIN HANAKA Notary Public - State of Florida Commission # GG 917724 My Comm. Expires Oct 4, 2023 Bonded through National Notary Assn.	Print Name Philip Ifa I-
	City of Cooper City

City of Cooper City 9090 S.W. 50 Place Cooper City 33328-0910

Americas 91000520

WITNESSES:

BILL OF SALE

KNOW ALL BY THESE PRESENTS that MONTERRA MF, LLC, a Florida limited liability company (hereinafter called "GRANTOR"), which term shall include the singular or plural as the context shall require, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid and delivered by the CITY OF COOPER CITY, FLORIDA, a political subdivision of the State of Florida, hereinafter called "GRANTEE"), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto Grantee, its successors and assigns, the following:

All water and sewer facilities built and constructed to serve MONTERRA AA, located at 3991 NW 82 Avenue, Cooper City, 33024 in 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.

TO HAVE AND TO HOLD the same unto the GRANTEE, its successors and assigns forever. GRANTOR does covenant to and with the GRANTEE, its successors and assigns, that GRANTOR is the lawful owner of the above described; that said property is free from all encumbrances; that GRANTOR has good right to sell the same aforesaid; that the GRANTOR will warrant and defend the sale of the said property unto the GRANTEE, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

WITNESSETH: Print

MONTERRA ME, LLC, A Florida Limited Liability Company Signature BURNHAM 500 Print name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

On the 13 day of OCTOBET, 2021, before me, the undersigned, personally appeared Area Downas of MONTERRA MF, LLC, a Florida limited liability company, on behalf of the company, who acknowledged that he executed the foregoing instrument. He is personally known to me or has produced ______ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: 3. 20.2 S



KRYSTAL VAZQUEZ Commission # HH 087646 Expires March 28, 2025 Bonded Thru Budget Notary Services

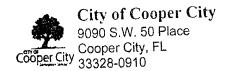


EXHIBIT "A" LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCELS "B" AND "C-2", "MONTERRA PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 155 THRU 168, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL "C-2", SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.64°07'47"W.:

THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID PARCEL "C-2", ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 00°46'23" AND A RADIUS OF 2,964.79 FEET FOR AN ARC DISTANCE OF 40.00 FEET, TO A POINT ON A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL "C-2";

THENCE S.64°07'47"W., ALONG SAID PARALLEL LINE, A DISTANCE OF 223.80 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE S.64°07'47"W., ALONG SAID PARALLEL LINE, A DISTANCE OF 119.46 FEET, TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 95°21'55" AND A RADIUS OF 36.00 FEET FOR AN ARC DISTANCE OF 59.92 FEET, TO A POINT ON A NON-TANGENT LINE;

THENCE S.59°38'53"W., A DISTANCE OF 60.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.58°45'52" E.;

THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 95°44'55" AND A RADIUS OF 36.00 FEET FOR AN ARC DISTANCE OF 60.16 FEET, TO A POINT OF COMPOUND CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 25°33'34" AND A RADIUS OF 645.00 FEET FOR AN ARC DISTANCE OF 287.73 FEET, TO A POINT ON ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.15°51'01" E.;

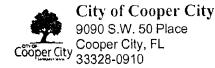
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 55°11'27" AND A RADIUS OF 355.00 FEET FOR AN ARC DISTANCE OF 341.96 FEET, TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 17°06'00" AND A RADIUS OF 923.39 FEET FOR AN ARC DISTANCE OF 275.59 FEET, TO A POINT ON A NON-TANGENT LINE;

THENCE N.58°21'58"E., A DISTANCE OF 150.53 FEET;

THENCE N.31°38'02"W., A DISTANCE OF 52.47 FEET;

THENCE N.58°21'58"E., A DISTANCE OF 313.54 FEET;



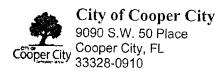


	EXHIBIT B				
Mor	iterra Active Ad	lult			
	Bill of Sale				
				Cost of Materials	
Description		Quantity	Units	Unit Price	Amount
WATER				+	
FIRE HYDRANT ASSEMBLY (INCLUDES TEE AND GATE VALVE)	02-500 Utility Services	4.00	EA	\$ 4,950.00	\$ 19,800.00
BACTERIOLOGICAL SAMPLING POINT	02-500 Utility Services	6.00	εA	\$ 270.00	
12" PVC WATER MAIN 6" PVC WATER MAIN	02-500 Utility Services 02-500 Utility Services	1,540.00	<u> </u>	\$ 36,00	
4" PVC WATER MAIN	02-500 Utility Services	60.00 30.00	 LF	\$ 31.50 \$ 36.00	
4" METER BOX	02-500 Utility Services	-		\$ -	\$ 1,080.00
4" BACKFLOW PREVENTER (RPZ)	02-500 Utility Services	1.00	EA	\$ 4,500.00	
4" BUILDING RISER	02-500 Utility Services	1.00	EA	\$ 1,080.00	a state of the second se
6" FIRE UNE	02-500 Utility Services	-		\$ -	\$ -
5" BUILDING RISER 5" DOUBLE DETECTOR CHECK VALVE	02-S00 Utility Services	· •		\$ -	\$ -
6" DOUBLE DETECTOR CHECK VALVE	02-500 Utility Services 02-500 Utility Services	•		\$	\$ -
FIRE LINE CERT	02-500 Utility Services	······		\$ <u>-</u>	\$ -
REMOVE EXISTING PLUG AND CONNECT TO EXISTING WATER MAIN	02-500 Utility Services	2.00	ĒA	\$ 1,485.00	
12" PLUG WITH 2" BLOW-OFF	02-500 Utility Services			\$ -	\$ -
12" GATE VALVE	02-500 Utility Services	10.00	EA	\$ 2,250.00	\$ 22,500.00
6" GATE VALVE	02-500 Utility Services	2.00	EA	\$ 1,350.00	\$ 2,700.00
4° GATE VALVE	02-500 Utility Services	1.00	EA	\$ 1,080.00	\$ 1,080.00
12" X 12" TEE 12" X 6" TEE	02-500 Utility Services	17.00	EA	\$ 1,080.00	\$ 18,360.00
12 X 6' 1EE 12" X 4" TEE	02-500 Utility Services	3.00	EA	\$ -	\$ -
FIRE DEPARTMENT CONNECTION	02-500 Utility Services 02-500 Utility Services		EA	\$ 450.00 \$ -	\$ 1,350.00 \$ -
12" 45 DEGREE BEND	02-500 Utility Services			\$ -	\$ -
12" 11.25 DEGREE BEND	02-500 Utility Services			\$ -	\$ -
FILL & FLUSH	02-500 Utility Services	1.00	EA	\$ 2,610.00	\$ 2,610.00
1st Lift Pressure Test & Certification	02-500 Utility Services				\$ -
· · · · · · · · · · · · · · · · · · ·				\$ -	\$ -
SANITARY		-		\$ -	\$ -
MANHOLE 4' DIAMETER (8-10' DEPTH) 8" PVC (8-10' DEPTH)	02-500 Utility Services	2.00	EA	\$ 3,500.00	\$ 7,000.00
8" PVC (10-12' DEPTH)	02-500 Utility Services 02-500 Utility Services	417.00	LF	\$ 35.00	\$ 14,595.00
6" PVC SERVICE LINE	02-500 Utility Services	600.00	LF	\$ 25.00	\$ - \$ 15,000.00
6" CLEANOUT	02-500 Utility Services	12.00	EA	\$ 833.33	\$ 10,000.00
UPGRADE EXISTING LIFT STATION	02-500 Utility Services	Excluded		\$ -	\$ -
CORE EXISTING STRUCTURE AND CONNECT	02-500 Utility Services	1.00	EA	\$ 6,000.00	\$ 6,000.00
PLUG INVERT	02-500 Utility Services			\$ -	\$ -
SANITARY SEWER SERVICE	02-500 Utility Services	5,00	EĄ	\$ 500.00	\$ 2,500.00
SANITARY SEWER SERVICE CONNECTION TO EXISTING PRE/POST TV EX SWR @ CONNECTION	02-500 Utility Services	1.00	(S	\$ 3,000.00	\$ 3,000.00
SEWER CERTIFICATION PER ASPHALT LIFT (2 TOTAL)	02-500 Utility Services 02-500 Utility Services			\$ - \$ -	\$ -
Rim Elevation Adjustment	02-500 Utility Services			\$ -	\$ \$
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		-			
Grand Total			940 Y Y Y Y Y Y Y Y Y Y	an ear statistica.	\$ 195,075.00
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Prepared By:					
mpact Site Development	·····				
1700 South Dixle Highway #505				-72	
Boca Raton, FL 33432					Ricardo Franco
			11 Jacob &		Date: 11/24/21
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City of Cooper City 9090 S.W. 50 Place Cooper City, FL 33328-0910

Exhibit "B"				
FOR: CC RESIDENTIAL CONSTRUCTION, LLC	SKETCH AND DESCRIPTION 15' SANITARY SEWER EASEMENT			

LEGAL DESCRIPTION:

A 15-FOOT WIDE SANITARY SEVER MAIN UTILITY EASEMENT BEING A PORTION OF PARCELS "B" AND "C-2", "MONTERRA PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 155 THRU 16B, SAID PARCEL ALSO BEING A PORTION OF PARCEL 'C-2A', ACCORDING TO THAT CERTAIN AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT, RECORDED IN OFFICIAL RECORDS BOOK 49418, PAGE 405, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE CENTERLINE OF SAID EASEMENT BEING MORE PARCEL VOID A DESCRIPTION OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL "C-2", SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 64'07'47" WEST, THENCE SOUTHE NAMERASI, A NAMERASI, AND A RADIAL LINE OF SAID PARCEL "C-2" ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 00'46'23" AND A RADIUS OF 2,964.79 FEET FOR AN ARC DISTANCE OF 40.00 FEET, TO A POINT ON A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL "C-2"; THENCE SOUTH 64'0747" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 223.80 FEET; THENCE SOUTH 31'38'02" EAST, A DISTANCE OF 614.11 FEET; THENCE SOUTH 58'21'58" WEST, A DISTANCE OF 313,54 FEET, THENCE SOUTH 31'38'02" EAST, A DISTANCE OF 52.47 FEET, THENCE SOUTH 58'21'59" WEST, A DISTANCE OF 79.26 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 51'15'34" WEST, A DISTANCE OF 94.32 FEET; THENCE NORTH 26'59'59' WEST, A DISTANCE OF 274.88 FEET; THENCE NORTH 03'37'51" EAST, A DISTANCE OF 71.02 FEET; THENCE NORTH 59'31'09" WEST, A DISTANCE OF 229.45 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE FOR MONTERRA BOULEVARD AND THE POINT OF TERMINATION OF SAID CENTERLINE.

THE SIDELINES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND AT THE POINT OF BEGINNING AND THE POINT OF TERMINATION TO FORM A CLOSED GEOMETRIC FIGURE.

SAID EASEMENT SITUATE WITHIN THE CITY OF COOPER CITY, BROWARD COUNTY, FLORIDA, AND CONTAINING 10,045 SQUARE FEET, MORE OR LESS.

NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON SOUTH 64'07'47" WEST, ALONG THE NORTH BOUNDARY LINE OF PARCEL "C-2", "MONTERRA PLAT", RECORDED IN PLAT BOOK 175, PAGE 155 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

2. THE 15-FOOT-WIDE WATER MAIN EASEMENT SHOWN HEREON IS BASED ON AS-BUILTS MEASURED AND PROVIDED BY "LANNI GARCIA", CRAVEN-THOMSON HAS NOT VERIFIED THE LOCATION OF THE NEWLY INSTALLED WATER MAIN BEING DESCRIBED HEREON. AND PROVIDED BY LANNES &

3. THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

LEGEND

8.C.R.	BROWARD COUNTY RECORD
ักคล	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
R	RADIUS
Ä	CENTRAL ANGLE
~	

N 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
ERAVEN THOMPSON	sbysBichard Gc.
E HICENSED BUSE	abysBichars Gc. 35 NUMBER #271 Crawford JR.
STATE OF	
LORIDA DE LORIDA	Date: 2021.10.1
SURVE SURVE	08:05:15 -04'00'

WHUND G. CRAWS

Digitally signed

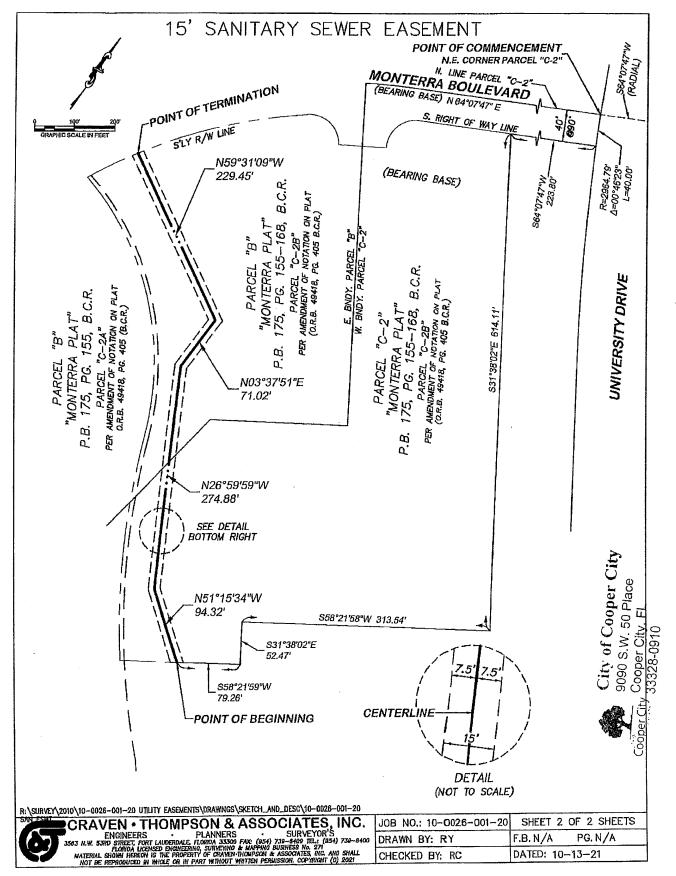
.10.18

MICHARD G. CRAWFORD, JR. - FOR THE FIRM PROFESSIONAL SURVEYOR AND MAPPER NO 5371 STATE OF FLORIDA THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

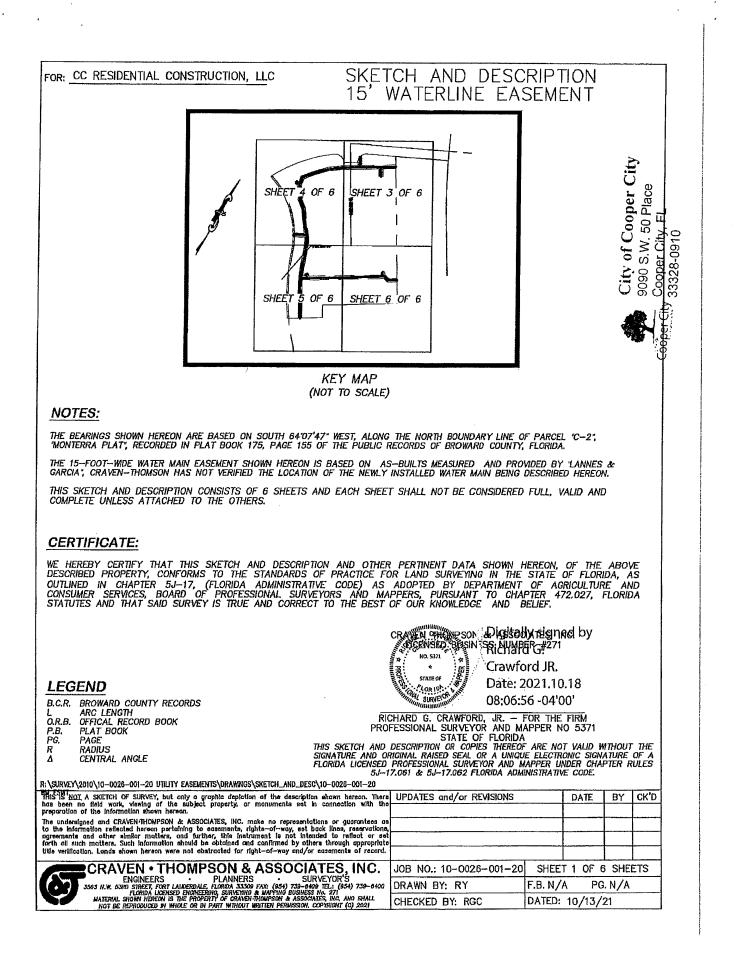
K. 2014/F1 / 2010 / 10-00/0-001-20 01011 EV2ENENT2 / DUVUNIO2 / 2015 / 01-00/020-001-20					
THS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, yiewing of the subject property, or monuments set in connection with the	UPDATES and/or REVISIONS		DATE	BY	CK'D
proparation of the intermation shown hereon. The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees are to the information reflected hereon pertaining to essements, rights—of—way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not initeded to reflect or set forth all such matters. Such information should be obtained and confirmed by others through oppropriate title verification. Lands shown hereon ware not abstracted for right—of—way and/or assements of recard.					
CRAVEN • THOMPSON & ASSOCIATES, INC.	JOB NO.: 10-0026-001-20	SHEET	1 OF 2	SHEE	ETS
ENGINEERS PLANNERS SURVEYOR'S	DRAWN BY: RY	F.B. N/A	PG	N/A	
3503 N.W. BJRD STREET, FORT LUDERDALE, FLORDA 33309 FAX: (B4) 733-4100 FLJ. (B34) 739-4100 FLORDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NG, 271 NATERAL SIGNIN HIRCEN IS THE PROPERTY OF CRAVEN THOMPSOUR & ASSOCIATES 402, AND (SHOL 2) NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WHITE BUSINESSION, SOPHWEAT (O LICEN, 2) 0	BUTCHEDTRY: RGC	DATED:	10-13-	21	
anan S.W. 50					

Cooper City, FL

Cooper City 33328-0910



.





City of Cooper City 9090 S.W. 50 Place Cooper City, FL 33328-0910

LEGAL DESCRIPTION: 15' WATERLINE EASEMENT

A 15-FOOT WDE WATER MAIN UTILITY EASEMENT BEING A PORTION OF PARCELS "B" AND "C-2", "MONTERRA PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 155 THRU 168, SAID PARCEL ALSO BEING A PORTION OF PARCELS "C-2A" AND "C-2B", ACCORDING TO THAT CERTAIN AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT, RECORDED IN OFFICIAL RECORDS BOOK 49418, PAGE 405. ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE CENTERLINES OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL "C-2", SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 64'07'47" WEST; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID PARCEL "C-2" ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF OD'46'23" AND A RADIUS OF 2,964.79 FEET FOR AN ARC DISTANCE OF 40.00 FEET, TO A POINT ON A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL "C-2"; THENCE S.64"0747"W., ALONG SAID PARALLEL LINE, A DISTANCE OF 223,80 FEET; THENCE SOUTH 31'38'02" EAST., A DISTANCE OF 44.24 FEET, TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE SOUTH 58'21'41" WEST, A DISTANCE OF 61.27 FEET TO REFERENCE POINT "A"; THENCE SOUTH 58'21'41" WEST, A DISTANCE OF BB.23 FEET TO REFERENCE POINT 'B'; THENCE CONTINUE SOUTH 58"21"41" WEST, A DISTANCE OF 10.71 FEET; THENCE SOUTH 58'20'47" WEST, A DISTANCE OF 61.24 FEET; THENCE SOUTH 53'29'43" WEST, A DISTANCE OF 65.12 FEET; THENCE SOUTH 43'47'34" WEST, A DISTANCE OF 65.12 FEET; THENCE SOUTH 38'56'30" WEST, A DISTANCE OF 45.50 FEET; THENCE SOUTH 06'52'43" 434734 WEST, A DISTANCE OF 65.12 FEET; HENCE SOUTH 05:37 HENCE SOUTH 05:243" EAST, A DISTANCE OF 52.54" EAST, A DISTANCE OF 52.54" EAST, A DISTANCE OF 40.31 FEET; THENCE SOUTH 09:06'10" EAST, A DISTANCE OF 20.38 FEET; THENCE SOUTH 09:06'10" EAST, A DISTANCE OF 20.38 FEET; THENCE SOUTH 53:53'55" EAST, A DISTANCE OF 38.88 FEET; THENCE SOUTH 37:24'28" EAST, A DISTANCE OF 112.65 TO FEET REFERENCE POINT 'D'; THENCE SOUTH 37'24'28" EAST, A DISTANCE OF 18.09 FEET; THENCE SOUTH 28'01'35" EAST, A DISTANCE OF 8.57 FEET; THENCE SOUTH 23'46'30" EAST, A DISTANCE OF 35.89 FEET; THENCE SOUTH 19'16'52" EAST, A DISTANCE OF 69.29 FEET; THENCE SOUTH 22'28'53" EAST, A DISTANCE OF 33.29 FEET; THENCE SOUTH 25'30'21" EAST, A DISTANCE OF 14.98 FEET TO REFERENCE POINT 'E'; THENCE CONTINUE SOUTH 25'30'21" EAST, A DISTANCE OF 25.67 FEET; THENCE SOUTH 29'11'48" EAST, A DISTANCE OF 49.53 FEET; THENCE SOUTH 31'38'28" EAST, A DISTANCE OF 93.61 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

TOGETHER WITH:

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BEGIN AT THE AFOREMENTIONED REFERENCE POINT "A"; THENCE SOUTH 30'39'35" EAST., A DISTANCE OF 40.04 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT 'B'; THENCE NORTH 31'39'13' WEST, A DISTANCE OF 44.20 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE FOR MONTERRA BOULEVARD AND THE POINT OF TERMINATION OF SAID CENTERLINE.

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT "C", THENCE SOUTH 85'25'54" WEST, A DISTANCE OF 18.65 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT 'D'; THENCE SOUTH 52'35'32" WEST, A DISTANCE OF 12.75 FEET; THENCE SOUTH 60'04'14" WEST, A DISTANCE OF 43.34 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "C-2B" AND THE POINT OF TERMINATION OF SAID CENTERLINE.

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT 'E'; THENCE NORTH 63'27'18" EAST, A DISTANCE OF 24.22 FEET TO REFERENCE POINT F"; THENCE CONTINUE NORTH 63'27'18" EAST, A DISTANCE OF 1.73 FEET; THENCE NORTH 60'01'37" EAST, A DISTANCE OF 27.84 FEET; THENCE NORTH 58'20'47" EAST, A DISTANCE OF 293.22 FEET TO REFERENCE POINT "G"; THENCE CONTINUE NORTH 58'20'47" EAST, A DISTANCE OF 6.75 FEET; THENCE SOUTH 76'38'02" EAST, A DISTANCE OF 22.13 FEET; THENCE NORTH 58'21'58" EAST, A DISTANCE OF 35,77 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT "F"; THENCE NORTH 27'55'04" WEST, A DISTANCE OF 18.14 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

TOGETHER WITH:

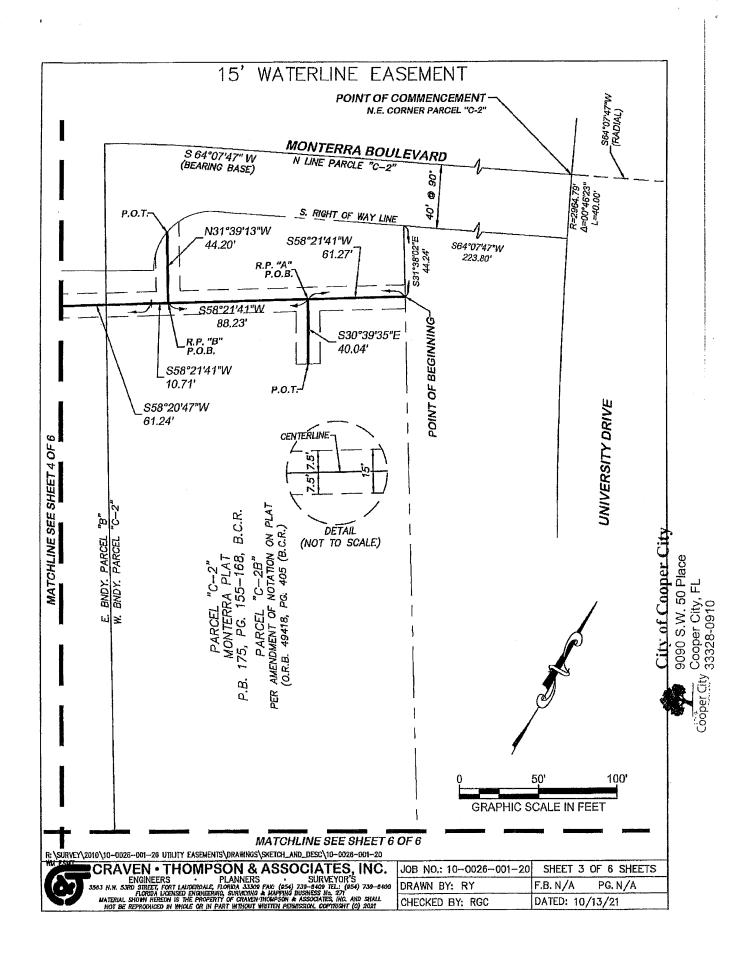
BEGIN AT THE AFOREMENTIONED REFERENCE POINT "G"; THENCE NORTH 31'39'13" WEST, A DISTANCE OF 19.70 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

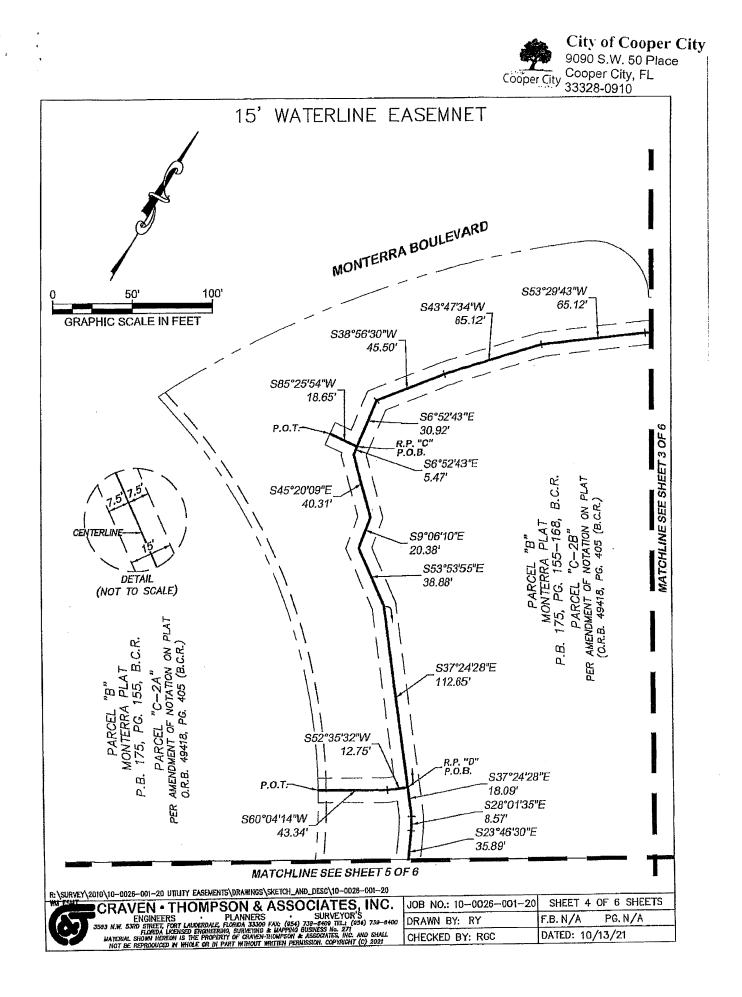
THE SIDELINES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND AT ALL POINTS OF TERMINUS AND POINTS OF BEGINNING TO FORM A CLOSE GEOMETRIC FIGURE.

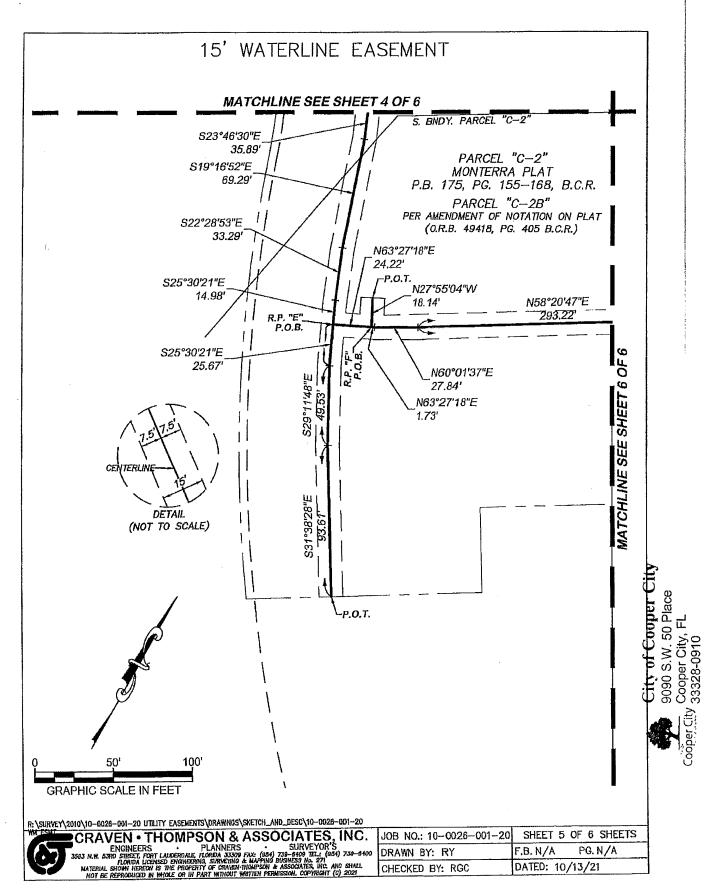
SAID EASEMENT SITUATE WITHIN THE CITY OF COOPER CITY, BROWARD COUNTY, FLORIDA, AND CONTAINING 23,323 SQUARE FEET, MORE OR LESS.

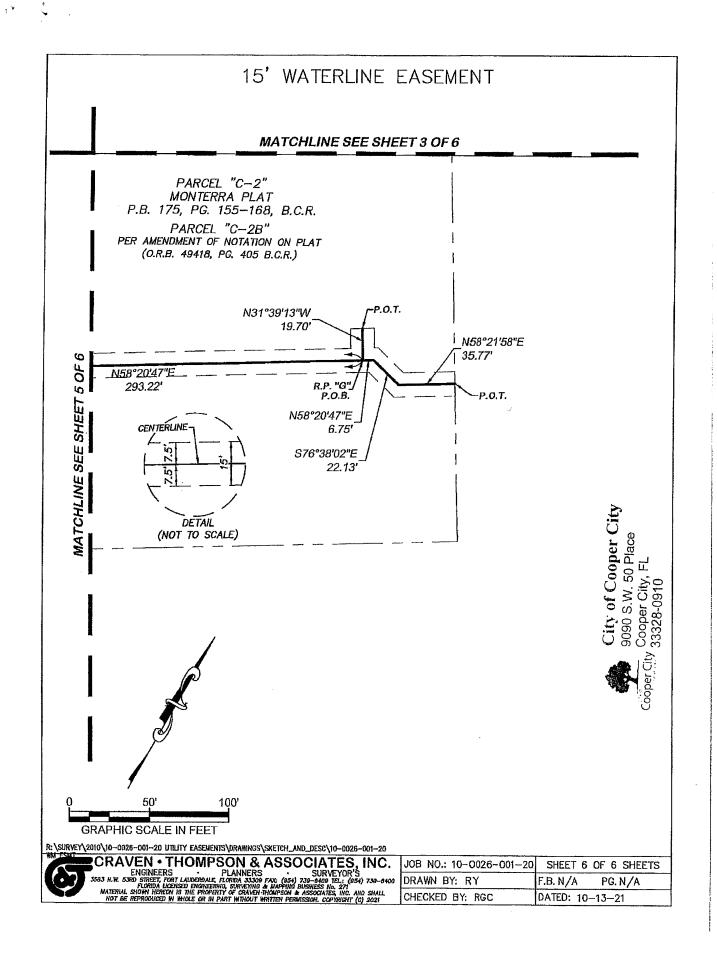
R	SURVEY\2010\10~0026-001-20	ITILITY EASEMENTS\DRAWINGS\SKETCH_AND_DESC\10-00	26-001-20

	JOB NO .: 10-0026-001-20	SHEET 2 OF 6 SHEETS
ENGINEERS PLANNERS SURVEYOR'S 3503 N.W. 5340 STREET, FORT LAUDEDALE, FLORIDA 33500 FAX: (954) 739-8400 TEL; (954) 739-8400 FLORIDA LICENSED ENGINEERING, SURVEYNO & MARYNN BUSINESS No. 271	DRAWN BY: RY	F.B. N/A PG. N/A
	CHECKED BY: RGC	DATED: 10/13/21













CENTRAL BROWARD WATER CONTROL DISTRICT

8020 STIRLING ROAD (DAVIE) HOLLYWOOD, FLORIDA 33024 TELEPHONE: (954) 432-5110 FAX: (954) 432-8603 E-Mail: districtmanager@centralbrowardwcd.org www.centralbrowardwcd.org

July 21, 2023

Chad E. Edwards, P.E. Senior Supervising Engineer Craven Thompson & Associates, Inc. 3563 NW 53rd Street Fort Lauderdale, FL 33309-6311

Release: Applicant: Cash Bond Release Amount: Monterra Active Adult Residences Monterra MF \$306,400.33

Dear Mr. Edwards:

Please be advised that the 1-YR Maintenance Bond release of the project Monterra Active Adult Residences was approved by the Board of Commissioners of the Central Broward Water Control District at their regularly scheduled meeting on Wednesday, June 28, 2023. Central Broward Water Control District has agreed to release the above-referenced letter of credit for the full amount of \$306,400.33

Should you require additional information, please call.

Sincerely

Jacké Sełb

District Manager

JS/cd

