

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 SEWER EASEMENTS, RELEASE OF PERFORMANCE IMPROVEMENT BOND AND ACCEPTING MAINTENANCE 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

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 co-obligee 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:

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.

Section 4: 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 _____, 2022.

GREG ROSS
Mayor

ATTEST:

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

PNC Bank, National Association
International Trade Product Delivery
500 First Avenue - 2nd Floor
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-02-T

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

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

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

ATTENTION: JAMES MOLASCHI,
 ASSISTANT UTILITIES
 DIRECTOR

IRREVOCABLE STANDBY LETTER OF CREDIT

OUR REFERENCE: 18133206-00-000
 AMOUNT: USD \$1,225,601.30
 ISSUE DATE: JUNE 03, 2020
 EXPIRY DATE: JUNE 03, 2021
 EXPIRY PLACE: OUR COUNTERS

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.

PNC Bank, National Association
International Trade Product Delivery
500 First Avenue - 2nd Floor
Pittsburgh, PA 15219
Mail Stop: P7-PF5C-02-T

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

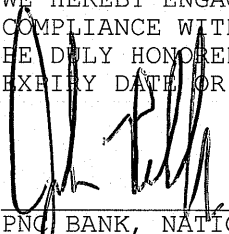


IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT FOR AN ADDITIONAL PERIOD OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE, UNLESS WE NOTIFY YOU IN WRITING BY CERTIFIED MAIL, OR OVERNIGHT COURIER, SENT TO YOU AT THE ABOVE ADDRESS AT LEAST 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 ME, 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 DATE OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE.



PNC BANK, NATIONAL ASSOCIATION
INTERNATIONAL TRADE PRODUCT DELIVERY

PNC Bank, National Association
International Trade Product Delivery
500 First Avenue - 2nd Floor
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-02-T

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

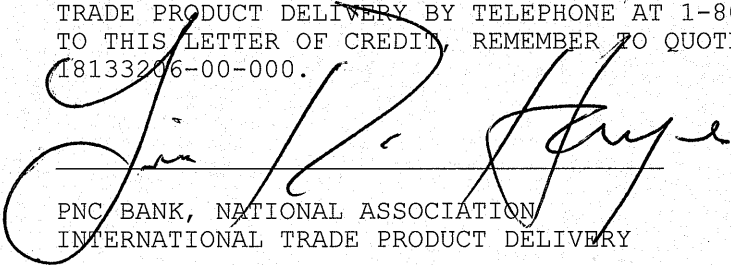
NON EXTENSION NOTICE

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

Exhibit "A"

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;

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.

Exhibit "B"

MONTERRA ACTIVE ADULT RESIDENCES-CITY OF COOPER CITY				
CTA PROJECT #10-0026-008-03				
ENGINEER'S COST ESTIMATE				
CENTRAL BROWARD WATER CONTROL DISTRICT				
EARTHWORK				
ITEM	TOTAL	UNIT	UNIT COST	TOTAL COST
CLEAR AND GRUB SITE	6.65	AC	\$1,000.00	\$6,650.00
TOTAL EARTHWORK				\$6,650.00
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	5,308	SY	\$4.00	\$21,232.00
PAVING (PARKING STALLS)				
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	\$18.00	\$23,454.00
12" STABILIZED SUBGRADE	1,303	SY	\$4.00	\$5,212.00
VEHICULAR PAVERS (PARKING STALLS)				
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	\$4.00	\$6,296.00
CONCRETE SIDEWALK (4" THICK WITH 12" COMPACTED SUBGRADE)	1,510	SY	\$45.00	\$67,950.00
CONCRETE SIDEWALK (VEHICULAR LOADING AREA) (6" THICK WITH 12" STABILIZED SUBGRADE)	44	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	\$8.00	\$2,200.00
12" HEADER CURB	115	LF	\$20.00	\$2,300.00
24" HEADER CURB	63	LF	\$40.00	\$2,520.00
TOTAL PAVING				\$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
CORE EXISTING STRUCTURE AND CONNECT	1	EA	\$500.00	\$500.00
ADJUST EXISTING RIM ELEVATION	1	EA	\$500.00	\$500.00
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	\$25.00	\$4,075.00
10" PVC ROOF DRAIN	123	LF	\$30.00	\$3,690.00
12" PVC ROOF DRAIN	82	LF	\$35.00	\$2,870.00
15" PVC ROOF DRAIN	84	LF	\$40.00	\$3,360.00
TOTAL DRAINAGE				\$259,403.00

PNC Bank, National Association
International Trade Product Delivery
500 First Avenue - 2nd Floor
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-02-T

Client Care: 1-800-582-4689
SWIFT Address: PNCCUS33



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

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

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

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:

"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:

PNC Bank, National Association
International Trade Product Delivery
500 First Avenue - 2nd Floor
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-02-T

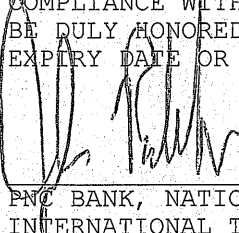
Client Care: 1-800-682-4689
SWIFT Address: PNCCUS33



"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).

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PNC BANK, NATIONAL ASSOCIATION
INTERNATIONAL TRADE PRODUCT DELIVERY

PNC Bank, National Association
International Trade Product Delivery
500 First Avenue - 2nd Floor
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-02-T

Client Care: 1-800-682-4689
SWIFT Address: PNCCU533



APRIL 25, 2022

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

ATTENTION: JAMES MOLASCHI, ASSISTANT UTILITIES
DIRECTOR

NON EXTENSION NOTICE

OUR REFERENCE:	18133207-00-000
APPLICANT:	MONTEERRA MF, LLC
AMOUNT:	USD \$181,755.20
EXPIRY DATE:	JUNE 03, 2022
EXPIRY PLACE:	OUR COUNTERS

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

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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 18133207-00-000.


PNC BANK, NATIONAL ASSOCIATION
INTERNATIONAL TRADE PRODUCT DELIVERY

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

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

KNOW ALL MEN BY THESE PRESENTS:

That Monterra MF, LLC

PNC Bank, NA

Hereinafter called "Principal", whether one or more and _____, 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 one hundred eighty-one thousand seven hundred fifty-five dollars and twenty cents (\$181,755.20), 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 severally, firmly by these presents.

WHEREAS, the Bank has issued Letter of Credit No. 18133207-00-000 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

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.


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 shall submit a revised Subdivider's Letter of Credit based on the revised cost estimate. If 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.

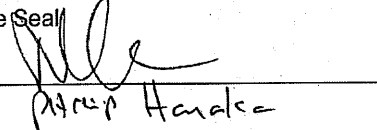
This agreement shall be governed by the laws of the State of Florida.

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 Seal
Attest: 

Principal
By: 
ANDY BUSH

Corporate Seal
Attest: 
Peter Hanaka

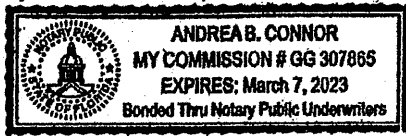
Bank
By: 
Michael Reale, Vice President

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgements, personally appeared Andy Burnham of Monterra ME, LLC, to me known to be the person described in and 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 9 day of June, 2020

My Commission Expires:



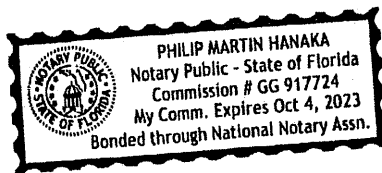
Andrea B. Connor
Notary Public

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgements, personally appeared Michael Rode of PNC Bank, to me known to be the person described in and 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 5th day of June, 2020

My Commission Expires:



Philip Hanaka
Notary Public

Exhibit L-1
July 2009



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

Re: Monterra Active Adult Residences LOC 18133206-00-000
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

CC: City of Cooper City
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 Monterra MF, LLC, as Principal, and by PNC Bank, NA as bank, to CENTRAL BROWARD WATER CONTROL DISTRICT (fka CENTRAL BROWARD DRAINAGE DISTRICT) being dated the 17 day of June, 2020, recorded in Official Records Book N/A Page #2, or Official Records Instrument No. 116557937 in the Office of the Country Administrator of Broward County, State of Florida, for the sum of 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:


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.

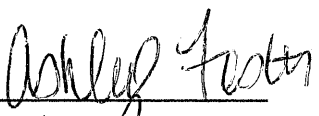
IN WITNESS WHEREOF, the said CENTRAL BROWARD WATER CONTROL DISTRICT has caused these presents to be executed in its name and its official seal affixed hereto by its proper officers thereunto duly authorized, the 12 day of May, 2022.

Corporate Seal
DISTRICT

CENTRAL BROWARD WATER CONTROL


BY: 
Secretary

Signed, sealed and delivered

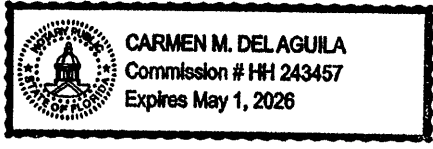
in the presence of: 
Ashley Foster

STATE OF FLORIDA
COUNTY OF BROWARD

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


(Signature of Notary Public - State of Florida)
Carmen Del Aguila
(Print, Type, or Stamp Commissioned Name of Notary Public)

X Personally Known
 Produced Identification
Type of Identification Produced _____



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 WATER CONTROL DISTRICT SUBDIVIDER'S COMPLETION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Monterra MF, LLC

Hereinafter called "Principal", whether one or more and WNC 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 CENTRAL BROWARD WATER CONTROL DISTRICT AND 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 one million two hundred twenty-five thousand six hundred one dollars & thirty cents (\$1,225,601.30) 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 severally, firmly by these presents.

WHEREAS, the Bank has issued Letter of Credit No. 18133206-00-000 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

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 N/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.

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 shall submit a revised Subdivider's Letter of Credit based on the revised cost estimate. If 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 4 day of JUNE, 2020.

Corporate Seal)
Attest: Andrew B. Cron

Corporate Seal
Attest: Philip HANAKA

Principal
By: ANDY BABINKER

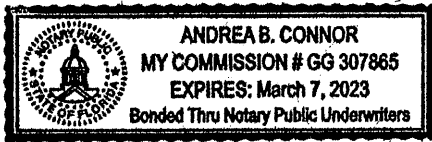
Bank
By: Michael Reale, Vice President

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgements, personally appeared Andy Burnham of Monterra MF, LLC, to me known to be the person described in and 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 9 day of June, 2020

My Commission Expires:



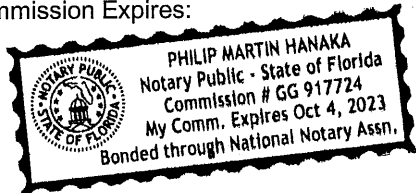
Andrea B. Connor
Notary Public

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgements, personally appeared Michael Rode of PNC Bank, to me known to be the person described in and 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 5th day of June, 2020

My Commission Expires:



Philip Martin Hanaka
Notary Public

Exhibit L-1
July 2009

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:

Marydora Pelaez
Signature
Marydora Pelaez
Print name
Samuel
Signature
Jo Ann Geisler
Print name

MONTERRA MF, LLC, a Florida Limited Liability Company

By: [Signature]
Signature
ANDY BURHAM
Print name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

On the 13 day of October, 2021, before me, the undersigned, personally appeared Andy Burham 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.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: 3.28.25



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;

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

SAID LANDS SITUATE AND BEING IN BROWARD COUNTY, FLORIDA.

**EXHIBIT B
Monterra Active Adult
Bill of Sale**

Description	Div	Cost of Materials			
		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	EA	\$ 270.00	\$ 1,620.00
12" PVC WATER MAIN	02-500 Utility Services	1,540.00	LF	\$ 36.00	\$ 55,440.00
6" PVC WATER MAIN	02-500 Utility Services	60.00	LF	\$ 31.50	\$ 1,890.00
4" PVC WATER MAIN	02-500 Utility Services	30.00	LF	\$ 36.00	\$ 1,080.00
4" METER BOX	02-500 Utility Services	-		\$ -	\$ -
4" BACKFLOW PREVENTER (RPZ)	02-500 Utility Services	1.00	EA	\$ 4,500.00	\$ 4,500.00
4" BUILDING RISER	02-500 Utility Services	1.00	EA	\$ 1,080.00	\$ 1,080.00
6" FIRE LINE	02-500 Utility Services	-		\$ -	\$ -
6" BUILDING RISER	02-500 Utility Services	-		\$ -	\$ -
6" DOUBLE DETECTOR CHECK VALVE	02-500 Utility Services	-		\$ -	\$ -
FIRE LINE FITTINGS	02-500 Utility Services	-		\$ -	\$ -
FIRE LINE CERT	02-500 Utility Services	-		\$ -	\$ -
REMOVE EXISTING PLUG AND CONNECT TO EXISTING WATER MAIN	02-500 Utility Services	2.00	EA	\$ 1,485.00	\$ 2,970.00
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	02-500 Utility Services	17.00	EA	\$ 1,080.00	\$ 18,360.00
12" X 6" TEE	02-500 Utility Services	-		\$ -	\$ -
12" X 4" TEE	02-500 Utility Services	3.00	EA	\$ 450.00	\$ 1,350.00
FIRE DEPARTMENT CONNECTION	02-500 Utility Services	-		\$ -	\$ -
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)	02-500 Utility Services	2.00	EA	\$ 3,500.00	\$ 7,000.00
8" PVC (8-10' DEPTH)	02-500 Utility Services	417.00	LF	\$ 35.00	\$ 14,595.00
8" PVC (10-12' DEPTH)	02-500 Utility Services	-		\$ -	\$ -
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	EA	\$ 500.00	\$ 2,500.00
SANITARY SEWER SERVICE CONNECTION TO EXISTING	02-500 Utility Services	1.00	LS	\$ 3,000.00	\$ 3,000.00
PRE/POST TV EX SWR @ CONNECTION	02-500 Utility Services	-		\$ -	\$ -
SEWER CERTIFICATION PER ASPHALT LIFT (2 TOTAL)	02-500 Utility Services	-		\$ -	\$ -
Rim Elevation Adjustment	02-500 Utility Services	-		\$ -	\$ -
Grand Total					\$ 195,075.00

Prepared By:
Impact Site Development
1700 South Dixie Highway #505
Boca Raton, FL 33432



Ricardo Franco
Date: 11/24/21

Exhibit "B"

FOR: CC RESIDENTIAL CONSTRUCTION, LLC

SKETCH AND DESCRIPTION
15' SANITARY SEWER EASEMENT

LEGAL DESCRIPTION:

A 15-FOOT WIDE SANITARY SEWER 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 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 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°07'47" 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:

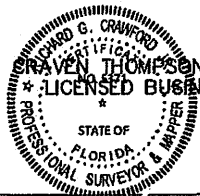
1. THE BEARINGS SHOWN HEREON ARE BASED ON SOUTH 64°07'47" WEST, ALONG THE NORTH BOUNDARY LINE OF PARCEL "C-2", "MONTERRA PLAT", RECORDED IN PLAT BOOK 175, PAGE 155 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
2. THE 15-FOOT-WIDE WATER MAIN EASEMENT SHOWN HEREON IS BASED ON AS-BUILTS MEASURED AND PROVIDED BY LANNES & GARCIA, CRAVEN-THOMPSON HAS NOT VERIFIED THE LOCATION OF THE NEWLY INSTALLED WATER MAIN BEING DESCRIBED HEREON.
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

- B.C.R. BROWARD COUNTY RECORD
- L ARC LENGTH
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- PG. PAGE
- R RADIUS
- Δ CENTRAL ANGLE



Digitally signed
by Richard G. Crawford Jr.
License Number #271

Date: 2021.10.18
08:05:15 -04'00'

RICHARD 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.

R:\SURVEY\2010\10-0026-001-20 UTILITY EASEMENTS\DRAWINGS\SKETCH_AND_DESC\10-0026-001-20

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

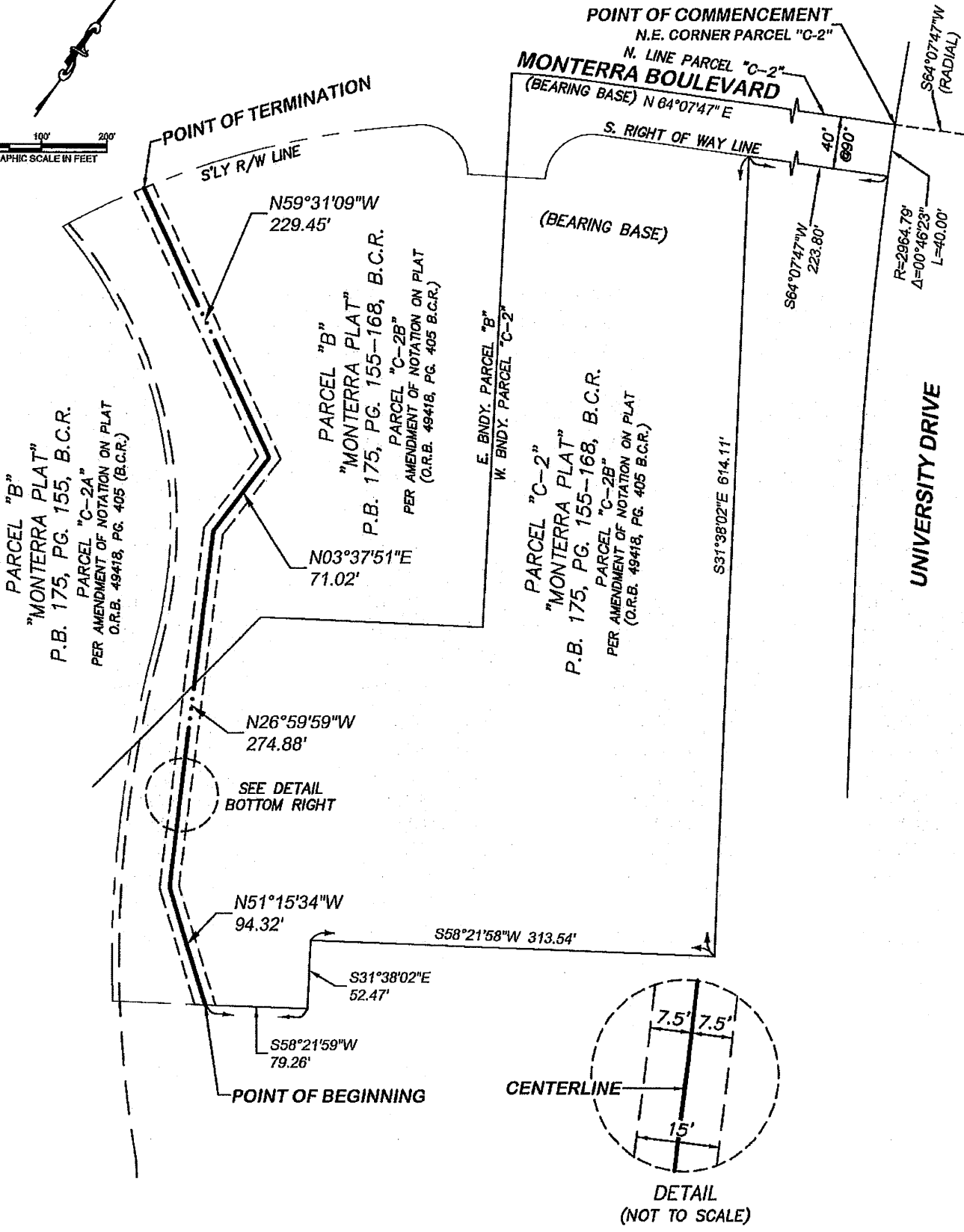
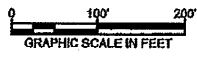
The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYOR'S
3563 N.W. 63RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-8409 TEL: (954) 739-8400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
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JOB NO.: 10-0026-001-20	SHEET 1 OF 2 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: RGC	DATED: 10-13-21

15' SANITARY SEWER EASEMENT



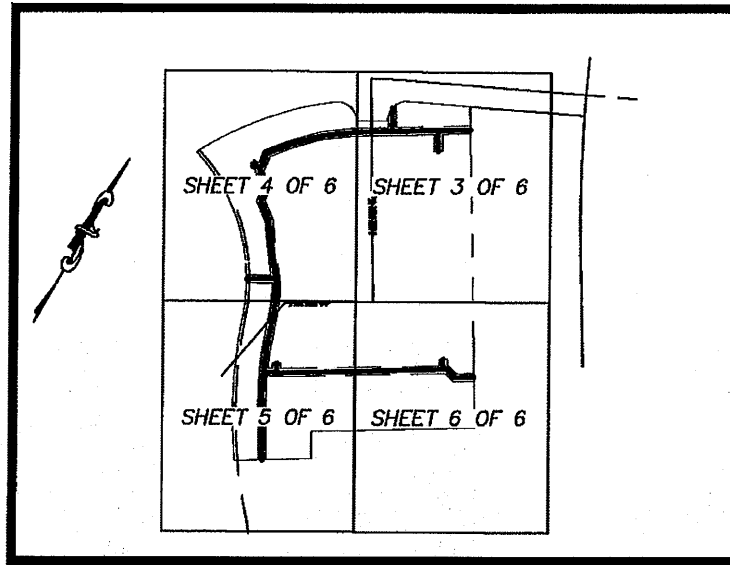
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JOB NO.: 10-0026-001-20	SHEET 2 OF 2 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: RC	DATED: 10-13-21

FOR: CC RESIDENTIAL CONSTRUCTION, LLC

SKETCH AND DESCRIPTION 15' WATERLINE EASEMENT



KEY MAP
(NOT TO SCALE)

NOTES:

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.

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

THIS SKETCH AND DESCRIPTION CONSISTS OF 6 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

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.



Digitally signed by
Richard G.

Crawford JR.
Date: 2021.10.18
08:06:56 -04'00'

RICHARD G. CRAWFORD, JR. - FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO 5371
STATE OF FLORIDA

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LEGEND

- B.C.R. BROWARD COUNTY RECORDS
- L ARC LENGTH
- O.R.B. OFFICAL RECORD BOOK
- P.B. PLAT BOOK
- PG. PAGE
- R RADIUS
- Δ CENTRAL ANGLE

R:\SURVEY\2010\10-0026-001-20 UTILITY EASEMENTS\DRAWINGS\SKETCH_AND_DESC\10-0026-001-20

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The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D

CRAVEN • THOMPSON & ASSOCIATES, INC.
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JOB NO.: 10-0026-001-20	SHEET 1 OF 6 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: RGC	DATED: 10/13/21

LEGAL DESCRIPTION: 15' WATERLINE EASEMENT

A 15-FOOT WIDE 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 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; 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 88.23 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" EAST, A DISTANCE OF 30.92 FEET TO REFERENCE POINT 'C'; THENCE CONTINUE SOUTH 06°52'43" EAST, A DISTANCE OF 5.47 FEET; THENCE SOUTH 45°20'09" EAST, A DISTANCE OF 40.31 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 CONTINUE 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:

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.

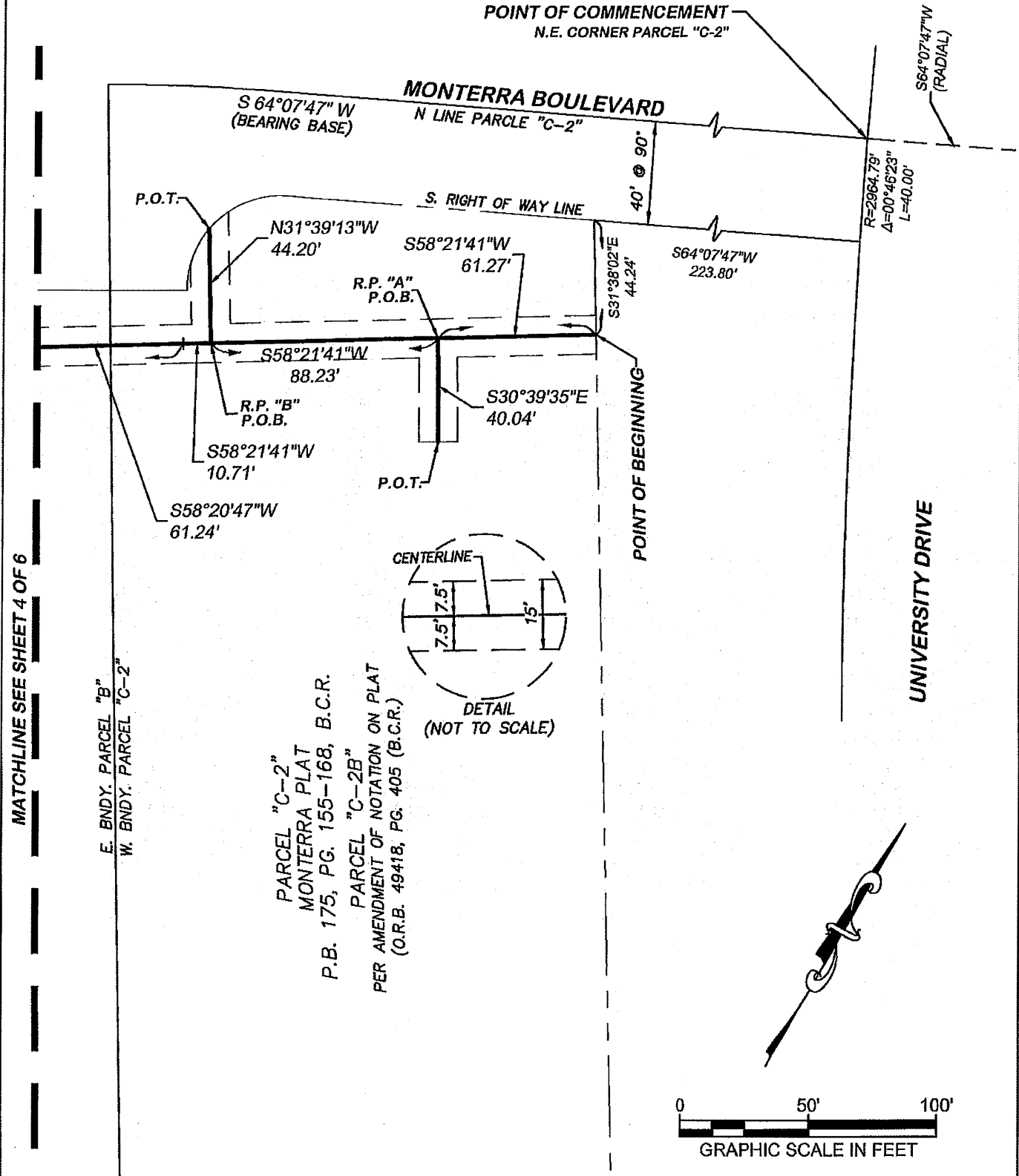
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 ENGINEERS PLANNERS SURVEYOR'S
 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-8409 TEL.: (954) 739-8400
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JOB NO.: 10-0026-001-20	SHEET 2 OF 6 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: RGC	DATED: 10/13/21

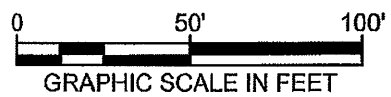
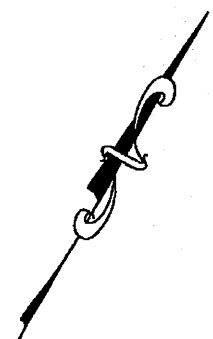
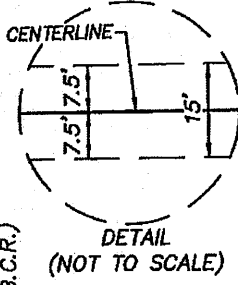
15' WATERLINE EASEMENT



MATCHLINE SEE SHEET 4 OF 6

E. BNDY. PARCEL "B"
W. BNDY. PARCEL "C-2"

PARCEL "C-2"
MONTERRA PLAT
P.B. 175, PG. 155-168, B.C.R.
PARCEL "C-2B"
PER AMENDMENT OF NOTATION ON PLAT
(O.R.B. 49418, PG. 405 (B.C.R.))

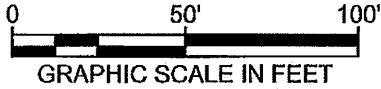
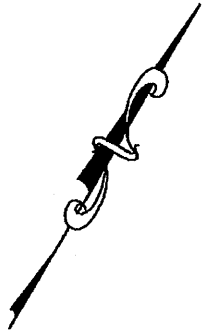


MATCHLINE SEE SHEET 6 OF 6

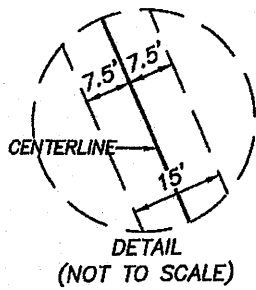
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<p>CRAVEN • THOMPSON & ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYOR'S 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-8409 TEL.: (954) 739-8400 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2021</p>	JOB NO.: 10-0026-001-20	SHEET 3 OF 6 SHEETS
	DRAWN BY: RY	F.B. N/A PG. N/A
	CHECKED BY: RGC	DATED: 10/13/21

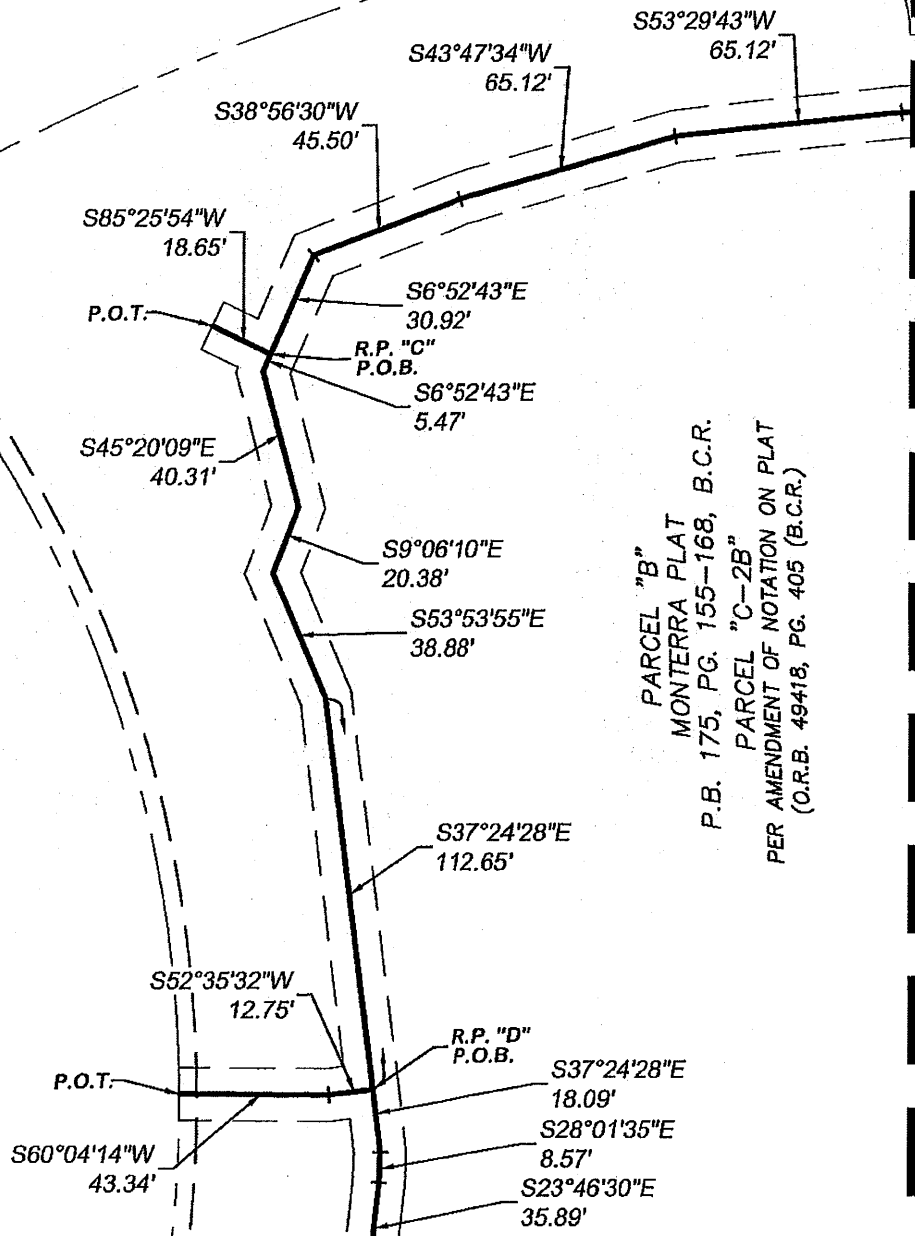
15' WATERLINE EASEMENT



MONTERRA BOULEVARD



PARCEL "B"
MONTERRA PLAT
P.B. 175, PG. 155, B.C.R.
PARCEL "C-2A"
PER AMENDMENT OF NOTATION ON PLAT
O.R.B. 49418, PG. 405 (B.C.R.)



PARCEL "B"
MONTERRA PLAT
P.B. 175, PG. 155-168, B.C.R.
PARCEL "C-2B"
PER AMENDMENT OF NOTATION ON PLAT
(O.R.B. 49418, PG. 405 (B.C.R.))

MATCHLINE SEE SHEET 3 OF 6

MATCHLINE SEE SHEET 5 OF 6

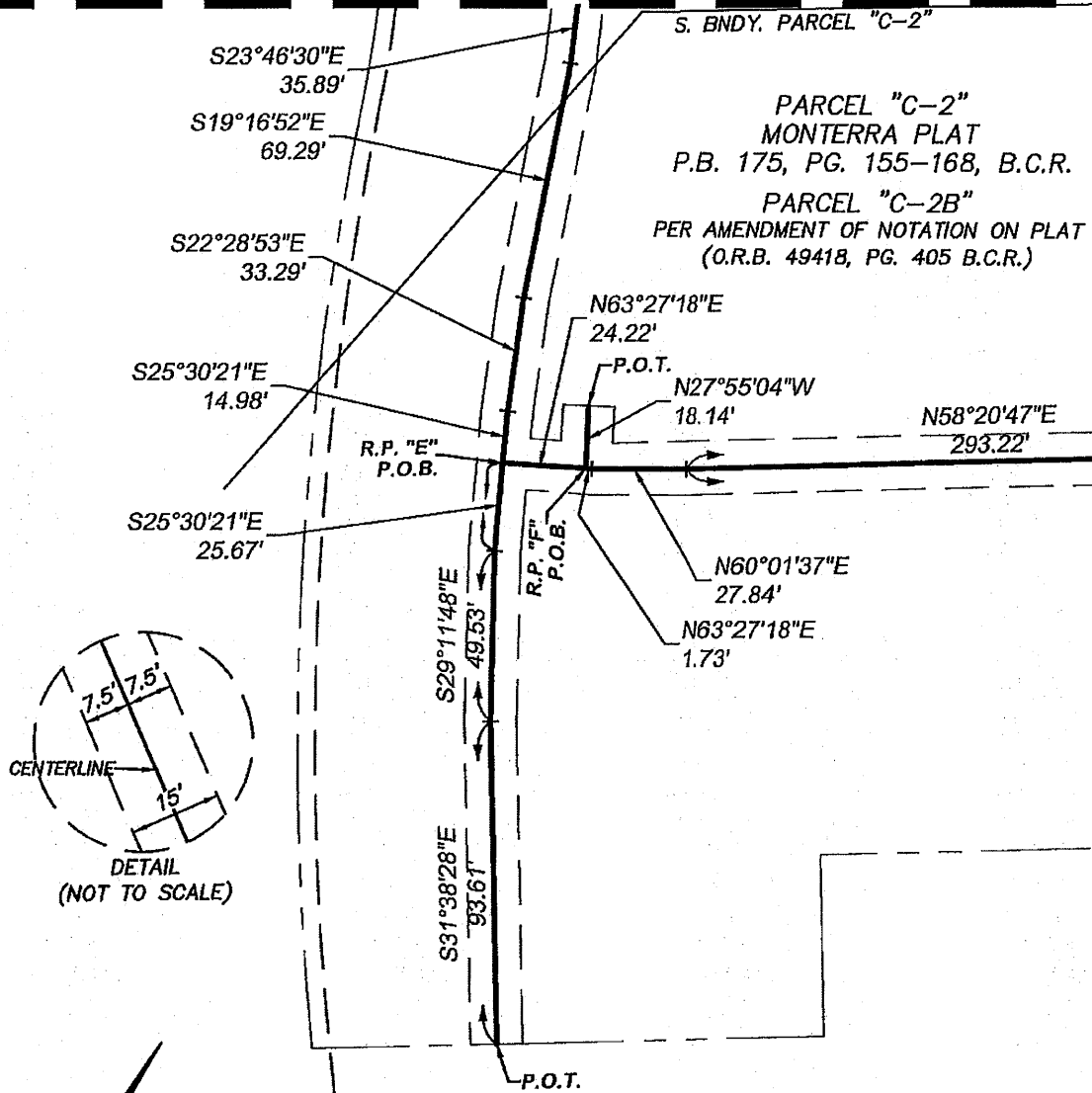
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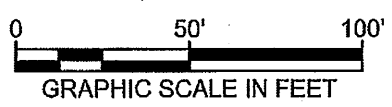
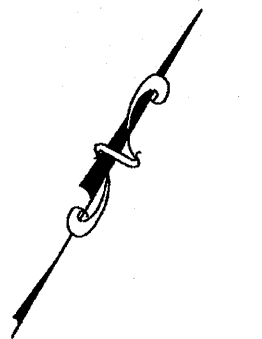
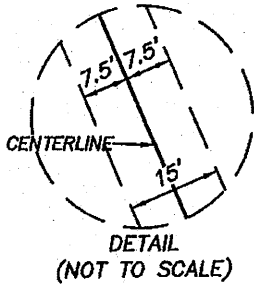
JOB NO.: 10-0026-001-20	SHEET 4 OF 6 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: RGC	DATED: 10/13/21

15' WATERLINE EASEMENT

MATCHLINE SEE SHEET 4 OF 6



MATCHLINE SEE SHEET 6 OF 6



R:\SURVEY\2010\10-0026-001-20 UTILITY EASEMENTS\DRAWINGS\SKETCH_AND_DESC\10-0026-001-20

CRAVEN • THOMPSON & ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYOR'S
 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-8409 TEL.: (954) 739-8400
 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
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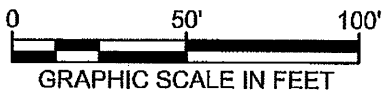
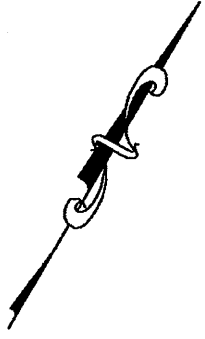
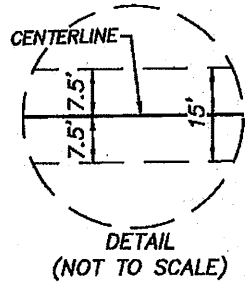
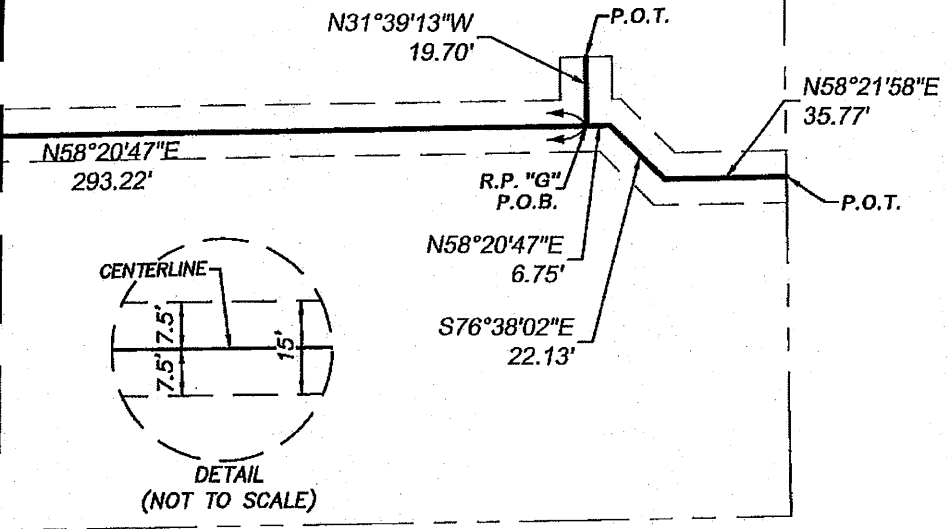
JOB NO.: 10-0026-001-20	SHEET 5 OF 6 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: RGC	DATED: 10/13/21

15' WATERLINE EASEMENT

MATCHLINE SEE SHEET 3 OF 6

PARCEL "C-2"
 MONTERRA PLAT
 P.B. 175, PG. 155-168, B.C.R.
 PARCEL "C-2B"
 PER AMENDMENT OF NOTATION ON PLAT
 (O.R.B. 49418, PG. 405 B.C.R.)

MATCHLINE SEE SHEET 5 OF 6



R:\SURVEY\2010\10-0026-001-20 UTILITY EASEMENTS\DRAWINGS\SKETCH_AND_DESC\10-0026-001-20
 WM ES&T
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JOB NO.: 10-0026-001-20	SHEET 6 OF 6 SHEETS
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