



**IRREVOCABLE STAND-BY COMMERCIAL
LETTER OF CREDIT NO. 265**

January 29, 2025

BENEFICIARY:

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

GENTLEMEN:

WE HEREBY AUTHORIZE YOU TO DRAW ON AMERICAN NATIONAL BANK (THE "BANK"), LOCATED AT 4301 NORTH FEDERAL HIGHWAY, OAKLAND PARK, FLORIDA 33308 BY ORDER OF FIRST BAPTIST CHURCH OF SOUTHWEST BROWARD (THE "PRINCIPAL") UP TO AN AGGREGATE AMOUNT OF ONE MILLION FORTY-SIX THOUSAND EIGHT HUNDRED NINETY-FOUR U.S. DOLLARS AND TWENTY CENTS (\$1,046,894.20), UNITED STATES, AVAILABLE BY YOUR DRAFTS AT SIGHT, ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT, ENDORSED ON THE REVERSE HEREOF BY THE NEGOTIATING PARTY AS "DRAWN UNDER AMERICAN NATIONAL BANK IRREVOCABLE LETTER OF CREDIT NO. 265" AND WITH THE AMOUNT REQUIRED STATED. IT MUST ALSO BE ACCOMPANIED BY YOUR SIGNED STATEMENT FROM AN AUTHORIZED REPRESENTATIVE OF BENEFICIARY THAT FUNDS ARE REQUIRED DUE TO DEFAULT IN PERFORMANCE OF CERTAIN OBLIGATIONS OR FAILURE TO PAY SUMS, ON THE PART OF PRINCIPAL AGREED UPON BY AND BETWEEN THE BENEFICIARY AND PRINCIPAL, FOR THE CONSTRUCTION OR MAINTENANCE OF IMPROVEMENTS, WHICH IMPROVEMENTS MAY CONSIST OF, BUT ARE NOT LIMITED TO, PAVING, CURB AND GUTTER GRADING, EXCAVATION, EMBANKMENT, DRAINAGE CULVERST, AND APPURTENANCES, OR OTHER SIMILAR IMPROVEMENTS. PARTIAL DRAWINGS ARE PERMITTED HEREUNDER. SUCH STATEMENT MUST ENUMERATE THE AMOUNTS PAYABLE BY YOU FOR THE ACCOUNT OF THE ABOVE-NAMED PRINCIPAL.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE.

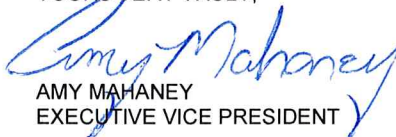
IT IS A CONDITION OF THIS LETTER OF CREDIT THAT BENEFICIARY ACKNOWLEDGES THAT, IN THE EVENT THE DISTRICT IS REQUIRED TO FORECLOSE A LIEN ON THE IMPROVEMENTS, BANK SHALL NOT BE LIABLE FOR PAYMENT OF ANY COSTS OR ATTORNEY'S FEES INCURRED IN CONNECTION WITH SUCH FORECLOSURE OR COLLECTION PROCEEDINGS AND THAT BANK'S LIABILITY IS LIMITED TO FUNDING UNDER THIS LETTER OF CREDIT. IT IS A FURTHER CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE IN EFFECT FOR ONE (1) YEAR FROM THIS DATE AND DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM ITS EXPIRATION DATE OR FROM ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY SUCH EXPIRATION DATE WE SHALL NOTIFY YOU BY REGISTERED/COURIER MAIL THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD. UPON RECEIPT BY YOU OF SUCH NOTICE YOU MAY DRAW HEREUNDER, WITHIN THE THEN APPLICABLE EXPIRATION DATE AND FOR THE THEN AVAILABLE AMOUNT, WITHOUT HAVING INCURRED LIABILITY BY REASON OF HAVING EXECUTED YOUR BONDS OR UNDERTAKINGS, BY MEANS OF DRAFTS DRAWN BY YOU ON US AT SIGHT ACCOMPANIED BY YOUR WRITTEN CERTIFICATION THAT THE AFORESAID BONDS OR UNDERTAKINGS ARE STILL OUTSTANDING, THAT THE PROCEEDS OF THE DRAFT WILL BE RETAINED AND APPLIED BY YOU ONLY IN DISCHARGE OR REIMBURSEMENT OF LIABILITY, LOSS, COST, OR EXPENSE AS A RESULT OF YOUR EXECUTION OF SUCH BONDS OR UNDERTAKINGS, AND THAT IN THE EVENT YOUR LIABILITY UNDER YOUR BONDS OR UNDERTAKINGS IS SATISFIED YOU WILL REFUND TO US THE AMOUNT PAID LESS ANY AMOUNTS WHICH MAY HAVE BEEN PAID BY YOU IN THE MEANTIME UNDER YOUR BONDS OR UNDERTAKINGS.

WE ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED ON DELIVERY OF DOCUMENTS AS SPECIFIED IF PRESENTED AT THIS OFFICE ON OR BEFORE **JANUARY 28, 2026**, OR ANY AUTOMATICALLY EXTENDED DATE AS HEREIN SET FORTH. WE HEREBY ENGAGE WITH YOU THAT ALL DRAFTS DRAWN AND PRESENTED AS ABOVE SPECIFIED WILL BE DULY HONORED BY US.

THE INSTALLATION OF IMPROVEMENT OR PAYMENT OF ALL MONIES FOR PRINCIPAL'S PROPERTY AND ACCEPTANCE BY BENEFICIARY OF ALL IMPROVEMENTS REQUIRED OR MONIES DUE REQUIRED BY THE PLAN CONDITIONS AND SITE PLAN APPROVAL CONDITIONS PURSUANT TO THE MAINTENANCE AGREEMENT BETWEEN BENEFICIARY AND PRINCIPAL SHALL BE A RELEASE OF ALL OBLIGATIONS UNDER THIS LETTER OF CREDIT.

UNLESS OTHERWISE EXPRESSLY STATED, THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1998 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500. IF THIS CREDIT EXPIRES DURING AN INTERRUPTION OF BUSINESS AS DESCRIBED IN ARTICLE 17 OF SAID PUBLICATION 500, THE BANK HEREBY SPECIFICALLY AGREES TO EFFECT PAYMENT IF THIS CREDIT IS DRAWN AGAINST WITHIN 30 DAYS AFTER THE RESUMPTION OF BUSINESS.

YOURS VERY TRULY,


AMY MAHANEY
EXECUTIVE VICE PRESIDENT

PLEASE RETURN TO:
CITY OF COOPER CITY
City Clerk's Office
P.O. Box 290910
Cooper City, FL 33329-0910

CITY OF COOPER CITY
SUBDIVIDER'S COMPLETION BOND

KNOW ALL MEN BY THESE PRESENTS:

That First Baptist Church of Southwest Broward, Inc., a Florida Not for Profit Corporation, hereinafter called "Principal", whether one or more, and American National Bank, a National Banking Association duly authorized to operate within the State of Florida, hereinafter called "Surety", are held and firmly bound unto the CITY OF COOPER CITY, being a political subdivision of the State of Florida, hereinafter called the "City," for the use of said City 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 water distribution systems, fire protection, sewage collection and transition systems, 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 full sum of One Million Forty-Six Thousand Eight Hundred Ninety-Four U.S. Dollars and Twenty Cents (\$1,046,894.20), lawful money of the United States of America. Said sum being one hundred ten percent (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 City, 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.

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 City, 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 Surety shall remain bound under this Bond), 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 June 28, 2025 and shall pay all costs as incurred and billed by the City in connection with the investigation, approval, and inspection of the improvements referred to in Exhibit "A" hereof; then the Principal of this Bond shall promptly repair or replace any of said improvements to the original condition required by said City 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 City, then this obligation shall be void, otherwise remaining in full force and effect. And the Surety on this Bond, 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 Bond, 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 Bond shall be for the use and benefit of the City 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 City, 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 City in the manner authorized by law.

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

That the City 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 City determines that the improvements are not being timely completed by the Principal, notice will be given by the City to the Principal and Surety and the Principal and/or Surety 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 City, in writing, an extension, for good cause shown, of the time within which the improvements will be completed, failing which the City may at its option complete the improvements described in Exhibit "A" for and on behalf of the Principal and Surety.

Should the Principal subdivide the property described in Exhibit "B" hereto, the Principal's obligations under this Bond 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 completed within one (1) year from the date of this Bond, the Principal shall submit, prior to this one (1) year period, revised cost estimates to the City for review. Following this review, if the City so requires, the Principal shall submit a revised Subdivider's Bond based on the revised cost estimate. If the Principal fails to comply with this paragraph, the City shall be entitled to call this Bond and use the proceeds of same to complete the improvements described on Exhibit "A." That in the event the City is required to complete the improvements described in Exhibit "A" on behalf of the Principal and Surety, and in the event the proceeds of this Bond are insufficient to pay for the completion of such improvements, then and in such event the City 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 City to complete such improvements over and above the proceeds of the Bond, together with interest thereon computed at ten percent (10%) per annum. In the further event that the City is required to foreclose this lien, then and in such event, the City 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 shall be liable for same.

The Subdivider's Completion Bond shall be governed by the laws of the State of Florida, and the City Code of the City of Cooper City, Florida. Venue shall be in Broward County, Florida for any dispute.

The Subdivider's Completion Bond shall be placed of record upon the public records of Broward County, Florida, the Principal to bear the cost.

IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be duly executed on this 28th day of June 2024.

Corporate Seal

First Baptist Church of Southwest
Broward, Inc.

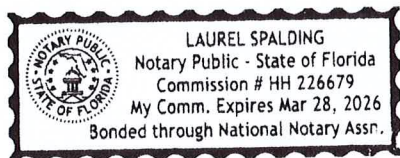
By: [Signature]
Matthew Sibert, Treasurer/Secretary

Witness: [Signature]
Print Name: Jeff Martin
Address: 4301 N. Federal, Oakland Park, FL

Witness: [Signature]
Print Name: Laurel Spalding
Address: 4301 N. Federal, Oakland Park, FL

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was sworn to, subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization on June 28, 2024, by Matthew Sibert, Treasurer/Secretary of First Baptist Church of Southwest Broward, Inc., a Florida not for profit Corporation.




NOTARY PUBLIC:

[Signature]
Print: Laurel Spalding
State of Florida at Large (Seal)
My Commission Expires:

_____ Personally Known or ✓ Identification Produced
Type of identification produced: FL DL

Corporate Seal

American National Bank

By: 
Amy Mahaney, EVP/Chief Lending Officer

Witness: 

Print Name: Jeff Martin

Address: 4301 N Federal Hwy, Oakland Park, FL

Witness: 

Print Name: Laurel Spalding

Address: 4301 N. Federal, Oakland Park, FL


STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was sworn to, subscribed, and acknowledged before me by means of
☒ physical presence or ☐ online notarization on June 28, 2024, by Amy Mahaney, EVP/Chief
Lending Officer of American National Bank, a National Banking Association.



NOTARY PUBLIC:


Print: Laurel Spalding
State of Florida at Large (Seal)
My Commission Expires:

✓ Personally Known or _____ Identification Produced
Type of identification produced: _____.

EXHIBIT "A"

Certified Cost Estimate

See Attachment



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

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

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

FIRST BAPTIST CHURCH OF SOUTWEST BROWARD EXPANSION COST ESTIMATE

EARTHWORK

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
Clear and Grub	1	LS	\$69,217	\$69,217
SWPP	1	LS	\$8,454	\$8,454
Grade Site	1	LS	\$16,000	\$16,000
Import Fill	12,100	CY	\$15.90	\$192,390
		Sub Total		\$286,061

DEMOLITION

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
Remove Curb	80	LF	\$15	\$1,200
Remove Fence	2140	LF	\$4.10	\$8,774
		Sub-Total		\$9,974

PAVING AND DRAINAGE

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
12" HDPE	77	LF	\$38	\$2,926
15" HDPE	233	LF	\$47	\$10,951
18" HDPE	53	LF	\$60	\$3,180
24" HDPE	315	LF	\$87	\$27,405
Type C Inlet	1	EA	\$3,390	\$3,390
4' Dia Inlet	1	EA	\$4,040	\$4,040
4' Dia Curb Inlet	3	EA	\$4,500	\$13,500
6' Dia Curb Inlet	1	EA	\$7,175	\$7,175

7' Dia Inlet	1	EA	\$10,130	\$10,130
Yard Drain	1	EA	\$1,850	\$1,850
24" PRB	1	EA	\$1,260	\$1,260
36" PRB	1	EA	\$1,960	\$1,960
Concrete Collar	2	EA	\$540	\$1,080
12" PVC	70	LF	\$52	\$3,640
Core and tie into exist MH	2	EA	\$1,980	\$3,960
Cut in Inlet	1	EA	\$5,650	\$5,650
Adjust Grate	1	EA	\$1,475	\$1,475
Sidewalk	4490	SF	\$7.70	\$34,573
Concrete Flumes	1	LS	\$4,550	\$4,550
Type "D" Curb	2,470	LF	\$17.60	\$43,472
HC Ramp	1	LS	\$10,560	\$10,560
Wheel stops	33	EA	\$55	\$1,815
1-1/2" Asp Dbl Course	4,360	SY	\$16.50	\$71,940
1" Asp	1,480	SY	\$11.30	\$16,724
8" Limerock Base	5,550	SY	\$15.20	\$84,360
12" Stabilized Subgrade	5,720	SY	\$7.30	\$41,756
Pav't Restoration	1	LS	\$3,920	\$3,920
			Sub-Total	\$417,242

SEWAGE COLLECTION SYSTEM

8" PVC	2821	LF	\$62.50	\$17,625
8" DIP	40	LF	\$187.50	\$7,500
Lateral	3	EA	\$2,320	\$6,960
Manhole	2	EA	\$4,825	\$9,650
Tie Into Existing MH	1	EA	\$4,030	\$4,030
Cleanouts	3	EA	\$765	\$2,295
Restoration	1	LS	\$5,900	\$5,900
			Sub Total	\$53,960

WATER DISTRIBUTION SYSTEM

8" DIP WM	80	LF	\$70	\$5,600
8" PVC WM	1200	LF	\$60	\$72,000
6" DIP WM	50	LF	\$60	\$3,000
MJ Fittings	1	LS	\$18,000	\$18,000
2" Water Meter Service	1	LS	\$5,125	\$5,125
8" x 8" TSV	1	EA	\$9,000	\$9,000
8" DDCV	1	EA	\$11,000	\$11,000
Fire Hydrant	1	EA	\$4,700	\$14,100
8" GV	10	EA	\$2,800	\$28,000
6" GV	3	EA	\$2,120	\$6,360
Connect to exist WM	1	EA	\$1,450	\$1,450
Sample Points	5	EA	\$750	\$3,750

2" BO	1	EA	\$1,200	\$1,200
Restoration	1	LS	\$5,900	\$5,900
		Sub total		\$184,485
Grand Total				\$951,722
Required Bond \$951,722 x 1.10				\$1,046,894.20

Clifford Loutan, P.E. No. 56890

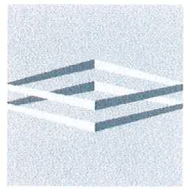
EXHIBIT "B"

Legal Description)

A PORTION OF PARCEL "A" OF "FBCCC", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 180, PAGE 193, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 87°48'47" EAST ALONG THE SOUTH LINE OF SAID PARCEL "A", ALSO BEING THE NORTH LINE OF PARCEL 1, "CEDARWOOD COMMERCIAL - SHERIDAN AND PALM", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 179, PAGE 18, OF SAID PUBLIC RECORDS AND CONTINUING ALONG THE NORTH LINE OF PARCEL 'B,' "SUNSHINE STORAGE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 174, PAGE 83, OF SAID PUBLIC RECORDS 575.29 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°07'48" WEST 315.83 FEET; THENCE NORTH 87°51'43" EAST 45.19 FEET; THENCE NORTH 42°51'58" EAST 62.30 FEET; THENCE NORTH 02°07'48" WEST 30.19 FEET TO A POINT ON THE SOUTHERLY NORTH LINE OF SAID PARCEL "A", ALSO BEING THE SOUTH LINE OF SAID PARCEL "B", "CHARTER SCHOOL - COOPER CITY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 180, PAGE 24, OF SAID PUBLIC RECORDS; THENCE NORTH 87°50'04" EAST ALONG SAID NORTH AND SOUTH LINE 224.66 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "B"; THENCE SOUTH 02°08'48" EAST 389.90 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF PARCEL "A", "FBCCC" AND NORTH LINE OF PARCEL 'B,' "SUNSHINE STORAGE"; THENCE SOUTH 87°48'47" WEST ALONG SAID NORTH AND SOUTH LINE 314.02 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF COOPER CITY, BROWARD COUNTY, FLORIDA AND CONTAINING 116,780 SQUARE FEET (2.6809 ACRES), MORE OR LESS.



**DUNAY
MISKEL
BACKMAN** LLP

Gary Dunay
Bonnie Miskel
Scott Backman
Eric Coffman

Hope Calhoun
Dwayne Dickerson
Ele Zachariades
Matthew H. Scott
Christina Bilenki

Nicole Jaeger
David F. Milledge
Jeffrey Schneider
Kristen Weiss
Sara Thompson

Writer's Direct Dial: (561) 405-3311
Email: Kweiss@dmblaw.com

December 8, 2022

OPINION OF TITLE

Re: 2700 N. Palm Avenue, Cooper City, FL 33024
Parcel ID: 5141 05 29 0010
County: Broward

With the understanding that this Opinion of Title ("**Opinion**") is being furnished to the Broward County Board of County Commissioners ("**County**") as an inducement for the County to provide its approval of a plat note amendment as it pertains to the real property described on the attached Exhibit "A" (the "**Property**"), and for no other purpose whatsoever, it is hereby certified that we have reviewed that certain Title Search Report bearing a Search Number 21-89089 (the "**Search Report**"), issued by National Title and Abstract Company, which Search Report covers the period of time between April 30, 1915 at 6:00 a.m. and January 18, 2022 at 2:30 pm ("**Search Report Date**") with respect to such Property, and such other additional information as may be necessary to deliver this Opinion to the County. We recognize that the County is relying on this Opinion with regard to its approval of the aforementioned plat note amendment. Based on our review of the Search Report, we are of the opinion that, as of the Search Report Date:

1. the Property was owned by First Baptist Church of Southwest Broward, Inc., a Florida not-for-profit corporation, formerly known as All-American Memorial Church, Inc. (see Articles of Amendment dated July 1, 1988), which was formerly known as Stirling Road Baptist Church, Inc. (see Articles of Amendment dated May 3, 1977), pursuant to that certain Warranty Deed from Beth W. Corporation to Stirling Road Baptist Church, Inc., recorded February 9, 1977 in Official Records Book 6903, Page 123.

2. the Property was encumbered by:

a. a certain Mortgage in favor of American National Bank, recorded July 24, 2015 in Official Records Book 50960, Page 1395, with Collateral Assignment of Rents and Contract Rights in Official Records Book 50969, Page 371, Modified in Official Records Instrument #113224322 and Collateral Assignment of Rents and Contract Rights in Official Records Instrument #113224323; and


b. a Revocable Stand-By Commercial Letter of Credit recorded August 15, 2014 in Official Records Book 51015, Page 1983.

3. the Property was further encumbered by those exceptions to title referenced on the attached Exhibit "B".

4. Ad Valorem real property taxes and assessments have been paid through 2021.

The County shall be entitled to rely upon this Opinion only for the purposes specifically set forth hereinabove.

Respectfully submitted as of the date first written above.

A handwritten signature in black ink, appearing to read "Kristen Weiss". The signature is fluid and cursive, with the first name "Kristen" and last name "Weiss" clearly distinguishable.

By: _____

Name: Kristen Weiss, Esq.

Title: Associate

Florida Bar No. 1030813

DUNAY, MISKEL AND BACKMAN LLP

14 SE 4th Street, Suite 36

Boca Raton, Florida 33432

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel "A", "FBCCC", according to the plat thereof, as recorded in Plat Book 180 at Page 193, of the Public Records of Broward County, Florida

EXHIBIT "B"
TITLE EXCEPTIONS

Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

Notice of Commencement recorded January 21, 2021 in Official Records Instrument #117001183.

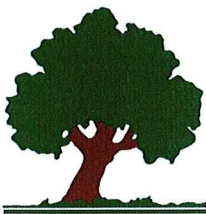
COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS:

1. All matters shown on the plat of "FBCCC" recorded August 30, 2013 in Plat Book 180 at Page 193.
2. Resolution by the Central Broward Drainage District recorded June 8, 1967 in Official Records Book 3438, Page 60.
3. General Affidavit by The Everglade Land Sales Company as the surviving Trustee recorded October 20, 1969 in Official Records Book 4051, Page 220.
4. Easement in favor of Florida Power & Light Company and Southern Bell Telephone & Telegraph dated July 24, 1978 and recorded in Official Records Book 7732, Page 673.
5. Developer Agreement by Beth H. Corporation for water and sewage services recorded June 15, 1981 in Official Records Book 9638, Page 124, with Modification and Extension Agreement in Official Records Book 9638, Page 137.
6. Quit-Claim Deeds to All American Memorial Church, Inc. recorded March 27, 1982 in Official Records Book 10212, Pages 668 & 669.
7. Reservations and Restrictive Covenants by All American Memorial Church, Inc. recorded October 15, 1982 in Official Records Book 10456, Page 742.
8. Ordinance of the city of Cooper City annexing a portion of land recorded February 4, 1987 in Official Records Book 14140, Page 945, Pre-Annexation Agreement in Official Records Book 14140, Page 948 and Petition for Voluntary Annexation in Official Records Book 14140, Page 966.
9. Eminent Domain Final Judgments recorded in Official Records Book 21081, Page 560 and Official Records Book 23042, Page 609.
10. Ordinance Amending the Broward County Comprehensive Plan recorded November 21, 2002 in Official Records Book 34145, Page 1891.
11. Declaration of Restrictive Covenants for Private Paved Roadways and Access recorded November 18, 2009 in Official Records Book 46676, Page 248.
12. Drainage Easement recorded October 14, 2010 in Official Records Book 47448, Page 1764.
13. Zoning Ordinance of the City of Cooper City recorded October 20, 2010 in Official Records Book 47464, Page 1300.
14. Perpetual Exclusive Easement by First Baptist Church of Southwest Broward, Inc. recorded July 26, 2011 in Official Records Book 48067, Page 484.
15. Shared Parking Agreement recorded July 26, 2011 in Official Records Book 48067, Page 493.

16. Resolution Accepting Deed to Broward County recorded February 15, 2012 in Official Records Book 48514, Page 49.
17. Easement in favor of the Central Broward Water Control District recorded February 25, 2013 in Official Records Book 49538, Page 1553.
18. Resolution issuing development order No.13-1 for the site plan No.1-11 recorded February 28, 2013 in Official Records Book 49551, Page 625.
19. Notice of Environmental Resource Or Surface Water Management Permit recorded May 10, 2013 in Official Records Book 49782, Page 719.
20. Easement in favor of TD Bank recorded June 20, 2013 in Official Records Book 49910, Page 525.
21. Drainage Easement Agreement with the Central Broward Water Control District recorded July 29, 2013 in Official Records Book 50027, Page 1043.
22. Maintenance Agreement with the Central Broward Water Control District recorded August 28, 2013 in Official Records Book 50119, Page 529.
23. Notice of a Security/Lien Agreement and Installation of Required Improvements recorded August 30, 2013 in Official Records Book 50127, Page 603.
24. Resolution authorizing the Mayor and City Clerk to execute a Water and Sewer Developer's Agreement recorded December 2, 2013 in Official Records Book 50370, Page 1323.
25. Resolution issuing a Development Order for Plat Amendment recorded December 31, 2014 in Official Records Book 51354, Page 1152.
26. Resolution issuing a Development Order for Site Plan Amendment recorded December 31, 2014 in Official Records Book 51354, Page 1228.
27. Resolution issuing a Conditional Use Petition recorded December 31, 2014 in Official Records Book 51354, Page 1286.


RIGHT-OF-WAY:

1. Plat of "FBCCC" recorded August 30, 2013 in Plat Book 180 at Page 193.
2. Right of Way Agreement with Florida Power & Light Company recorded September 1, 1964 in Official Records Book 2866, Page 703.
3. Right-of-Way Warranty Deed to Broward County recorded February 15, 2012 in Official Records Book 48514, Page 55.



CITY OF
Cooper City
Someplace Special

James Curran, Mayor
Ryan C. Shrouder, Commissioner
Jeremy Katzman, Commissioner
Lisa Mallozzi, Commissioner
Jason Smith, Commissioner
Alex Rey, City Manager

DATE: February 05, 2025
TO: Irwin Williams, Chief Financial Officer
FROM: Joseph Kalinowski, Engineering Inspector/Plans Examiner 
SUBJECT: First Baptist Church Building Addition Contribution ERC and Permit Fees

Attached are two checks for The First Baptist Church water and sewer service and Engineering permit fees for their Building Addition Project.

Check #1047 in the amount of \$30,525.36 for water & sewer Equivalent Residential Connection (ERC) Contribution fees to be deposited in account/fund 450-000-366700-366, Contribution-Developers & Others

And check #1048 in the amount of \$48,061.10 for Engineering permit fees to be deposited in account/fund 450-000-349003-349, Fees-Engineering Inspection

Attachment: Check #1047 & Check #1048

Cc: Alex Rey, City Manager
Jennifer McMahon, Deputy City Manager
Akin Ozaydin, Utilities Director / City Engineer
Tena Granit, Assistant Finance Director

11791 SW 49th Street, Cooper City, Florida 33330 | 954-434-5519 | info@CooperCity.Gov | www.CooperCity.Gov



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EQUAL OPPORTUNITY EMPLOYER

**First Baptist Academy**2700 N. Palm Ave.
Cooper City, FL 33026
954-404-7706**American National Bank**
4301 N Federal Highway
Oakland Park, FL 33308
63-1197/670

1048

01/29/2025

PAY TO THE
ORDER OF

City of Cooper City

\$ **48,061.10

Forty-eight thousand sixty-one and 10/100***** DOLLARS

PROTECTED AGAINST FRAUD

City of Cooper City

MEMO

Engineering Permit Application

First Baptist Academy

01/29/2025

City of Cooper City

1048

48,061.10

ANB School Checking

Engineering Permit Application

48,061.10

First Baptist Academy

01/29/2025

City of Cooper City

1048

48,061.10

PAYMENT
RECORD**ANB School Checking**

Engineering Permit Application

48,061.10





First Baptist Academy
2700 N. Palm Ave.
Cooper City, FL 33026
954-404-7706

American National Bank
4301 N Federal Highway
Oakland Park, FL 33308
63-1197/670

1047

01/29/2025

PAY TO THE
ORDER OF City of Cooper City

\$ **30,525.36

Thirty thousand five hundred twenty-five and 36/100***** DOLLARS

PROTECTED AGAINST FRAUD

City of Cooper City



MEMO

Water and Sewer Developer s Agreement



First Baptist Academy

1047

01/29/2025

City of Cooper City

30,525.36

ANB School Checking

Water and Sewer Developer s Agreement

30,525.36

First Baptist Academy

1047

01/29/2025

City of Cooper City

30,525.36

PAYMENT
RECORD

ANB School Checking

Water and Sewer Developer s Agreement

30,525.36

