

**PROPOSED**

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD  
2 COUNTY, FLORIDA, ACCEPTING AN EASEMENT RELATED TO THE PROVISION OF  
3 WATER AND WASTEWATER SERVICES, OVER, ACROSS, UNDER, AND THROUGH  
4 REAL PROPERTY LOCATED IN THE CITY OF POMPANO BEACH FLORIDA; AND  
5 PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

6  
7 WHEREAS, QR East Pompano IC I LLC, a Florida limited liability company  
8 ("Grantor"), is the owner of certain property located in the City of Pompano Beach, Florida  
9 ("Property"), which Property is more particularly described in the legal description and  
10 sketch made subject to the Easement agreement in Attachment 1;

11 WHEREAS, Broward County, Florida ("County"), requested from Grantor a  
12 nonexclusive and perpetual easement over, across, under, and through the Property for  
13 water mains, wastewater force mains, reclaimed water mains, and/or any other water and  
14 wastewater installations that may be required for purposes of providing water supply  
15 service for domestic, commercial, industrial, or other uses and for the collection of  
16 domestic, commercial, industrial, or other kinds of wastewater to and from the Property  
17 and other parcels of real property that may or may not abut and be contiguous to the  
18 Property ("Easement");

19 WHEREAS, Grantor is willing to grant such Easement to the County as provided  
20 in the Easement agreement in Attachment 1; and

21 WHEREAS, the Board of County Commissioners of Broward County, Florida  
22 ("Board"), has determined that acceptance of the Easement serves a public purpose and  
23 is in the best interest of the County, NOW, THEREFORE,

24 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
25 BROWARD COUNTY, FLORIDA:

26 Section 1. The recitals set forth in the preamble to this Resolution are true,  
27 accurate, and incorporated by reference herein as though set forth in full hereunder.

28 Section 2. The Board hereby accepts the Easement as provided in the  
29 Easement agreement attached to this Resolution as Attachment 1.

30 Section 3. The Easement agreement in Attachment 1 shall be properly  
31 recorded in the Official Records of Broward County, Florida.

32 Section 4. Severability.

33 If any portion of this Resolution is determined by any court to be invalid, the invalid  
34 portion will be stricken, and such striking will not affect the validity of the remainder of this  
35 Resolution. If any court determines that this Resolution, in whole or in part, cannot be  
36 legally applied to any individual, group, entity, property, or circumstance, such  
37 determination will not affect the applicability of this Resolution to any other individual,  
38 group, entity, property, or circumstance.



39 | Section 5. Effective Date.

40 | This Resolution is effective upon adoption.

ADOPTED this            day of            , 2024.      **PROPOSED**

Approved as to form and legal sufficiency:  
Andrew J. Meyers, County Attorney

By: /s/ Christina A. Price 01/29/2024  
Christina A. Price (date)  
Assistant County Attorney

By: /s/ Annika E. Ashton 01/29/2024  
Annika E. Ashton (date)  
Deputy County Attorney

Attachment 1

Return to:  
Broward County Water and  
Wastewater Services Engineering Division  
2555 West Copans Road  
Pompano Beach, Florida 33069

Prepared by:  
Margarita Jaramillo  
Broward County Water and Wastewater Services  
2555 West Copans Road  
Pompano Beach, Florida 33068  
and Approved as to form by:  
Christina A. Blythe  
Assistant County Attorney

Folio Number: 484213400010

**EASEMENT**

This Easement, is made this 5 day of October, 2023 ("Effective Date"), by QR East Pompano IC I LLC, a limited liability company ("Grantor") whose address is 666 Burrard Street, Vancouver BC, V6C 2X8, in favor of Broward County, a political subdivision of the State of Florida ("Grantee"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301. Grantor and Grantee are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

(Wherever used herein the terms, "Grantor" and "Grantee" shall include heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires).

**RECITALS**

- A. Grantor is the fee simple owner of the following property located in Broward County, Florida (the "Property"):

**See Exhibit A with accompanying sketch of description attached hereto and made a part hereof**

- B. Grantee desires a nonexclusive and perpetual easement over, across, under, and through the Easement Area, as defined in Section 2, for water mains, wastewater force mains, reclaimed water mains, and/or for any other water and wastewater installations which may be required for the purpose of providing water supply service for domestic, commercial, industrial, or other use and for the collection of domestic, commercial, industrial, or other kinds of wastewater to and from properties, inclusive of the Property, which may or may not abut or be contiguous to the easement ("Easement").

- C. Grantor is willing to grant the Easement to Grantee under the terms herein.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, and the sum of one dollar (\$1.00), and other good and valuable consideration, the sufficiency of which are hereby acknowledged, Grantor hereby declares as follows:

1. The recitals set forth above are true and accurate, and fully incorporated by reference herein.
2. Grantor hereby grants unto Grantee, its licensees, agents, and independent contractors the Easement together with any incidental or necessary appurtenances thereto ("Easement Area"), which Easement Area is further described in **Exhibit A** attached hereto and made a part hereof.
3. Grantor agrees that no obstructions that would interfere with the maintenance or improvement of Grantee's facilities may be placed in the Easement Area without Grantee's prior consent.
4. Grantee shall, at its sole cost and expense, restore the surface of the Easement Area to the same condition which existed prior to the commencement of Grantee's access, maintenance, or repair to the Easement Area.
5. Grantor retains the right to engage in any activities on, over, under, across, or through the Easement Area and shall, for its own purpose, utilize the Property in any manner that does not unreasonably interfere with the Easement.
6. This Easement may be amended, altered, or modified only by written agreement between the Parties, or their heirs, assigns, or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.
7. This Easement shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This Easement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Easement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Easement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of residency or other jurisdictional device.
9. Grantee, at its own expense, shall record this fully executed Easement in its entirety in the Official Records of Broward County, Florida.



IN WITNESS WHEREOF, the undersigned has signed and sealed this Instrument on the respective date under its signature and certifies that he/she has the authority to execute this Instrument.

**GRANTOR**

Witness #1:

Jackie Guzman  
Signature

Jackie Guzman  
Print Name of Witness

Witness #2

[Signature]  
Signature

Luis Paer  
Print Name of Witness

QR East Pompano IC I LLC, a  
Business Name

Business Type

By [Signature]  
Signature

Jameson Weber  
Print Name

Vice President  
Title

5 day of October, 2023

**ACKNOWLEDGMENT**

NEW YORK  
STATE OF ~~FLORIDA~~  
COUNTY OF ~~BROWARD~~  
NEW YORK

Approved as to form by the Office of the Broward County Attorney

By: Christina A. Price  
Christina A. Price  
Assistant County Attorney

Digitally signed by Christina A. Price  
Date: 2024.01.29 17:05:27 -05'00'

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 5 day of October, 2023, by Jameson Weber of QR East Pompano IC I LLC, the Vice President, on behalf of QR East Pompano IC I LLC, a limited liability company, ☐ who is personally known to me or ☒ who has produced Ny Driver License as identification.

Notary Public:

[Signature]  
Signature: KRISTIN M. KAHLE  
Print Name:

NEW YORK  
State of ~~Florida~~  
My Commission Expires: 4/20/2025  
Commission Number: 01KA6204722

(Notary Seal)

KRISTIN M. KAHLE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01KA6204722  
Qualified in New York County  
My Commission Expires 04-20-2025

**EXHIBIT A**  
**EASEMENT**

Exhibit A

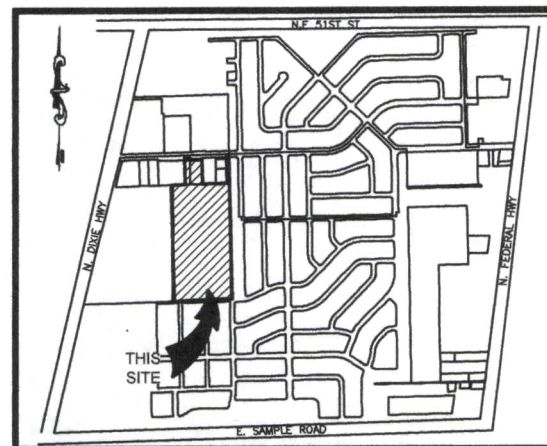


**LEGAL DESCRIPTION:**

A PORTION OF PARCELS "A" AND "B", POMPANO CROSSINGS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183, PAGES 234-238, BROWARD COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°08'35" EAST, ALONG THE EAST LINE OF SAID PARCEL "A", 1616.24 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A", THENCE SOUTH 88°18'50" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A", ALSO BEING THE NORTH RIGHT OF WAY LINE OF NEW YORK AVE, 728.29 FEET; THENCE NORTH 01°41'29" WEST, 1320.42 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL "A"; THENCE NORTH 88°18'50" EAST, ALONG SAID NORTHERLY LINE, 236.91 FEET TO THE EASTERNMOST WEST LINE OF SAID PARCEL "A"; THENCE NORTH 01°08'35" WEST, ALONG SAID WESTERLY LINE, 283.76 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "A" AND ALSO BEING THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 48TH STREET; THENCE ALONG SAID LINES FOLLOWING (2) TWO COURSES (1) THENCE NORTH 88°18'50" EAST, 60.00 FEET; (2) THENCE SOUTH 01°08'35" EAST, 6.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "B"; THENCE NORTH 88°18'50" EAST, ALONG THE NORTH LINE OF PARCEL "B" AND ALSO BEING THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 48TH STREET, 139.01 FEET; THENCE SOUTH 01°08'35" EAST, 277.76 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "B"; THENCE NORTH 88°18'50" EAST, ALONG SAID SOUTH LINE, 275.01 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "B"; THENCE NORTH 01°08'35" WEST, ALONG THE EAST LINE OF SAID PARCEL "B", 295.76 FEET TO A POINT ON THE NORTH LINE OF PARCEL "A"; THENCE NORTH 88°18'50" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 1,034,482 SQUARE FEET (23.75 ACRES), MORE OR LESS.

**LOCATION SKETCH**

NOT TO SCALE

**SURVEY NOTES:**

1. THE LEGAL DESCRIPTION SHOWN HEREON IS BASED ON THE SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 115608112, BROWARD COUNTY RECORDS.
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ENCRYPTED DIGITAL SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
3. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
4. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 88°15'50" EAST ALONG THE NORTH LINE OF PARCEL "B", POMPANO CROSSINGS, AS RECORDED IN PLAT BOOK 183, PAGES 234-238, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
6. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
7. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"=100' OR SMALLER.

**CERTIFICATION:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON OCTOBER 18, 2023 MEETS THE STANDARDS OF PRACTICE RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH &amp; ASSOCIATES INC.



A.M. LAZOWICK  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA REGISTRATION NO. 4105  
(FOR THE FIRM)

Digitally signed by Adolphine M  
Keith-Lazowick  
Date: 2023.10.19 15:24:36 -04'00'

**SKETCH & DESCRIPTION**

A PORTION OF PARCELS "A" AND "B"  
POMPANO CROSSINGS,  
PLAT BOOK 183, PAGES 234-238,  
BROWARD COUNTY PUBLIC RECORDS

CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA



301 EAST ATLANTIC BOULEVARD  
POMPANO BEACH, FLORIDA 33060-6643  
(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 4 OF 9

DRAWING NO. 09844.00\_SKD\_PARCEL\_A\_EAST\_COMBINED

DATE 10/18/23

SCALE N/A

FIELD BK. N/A

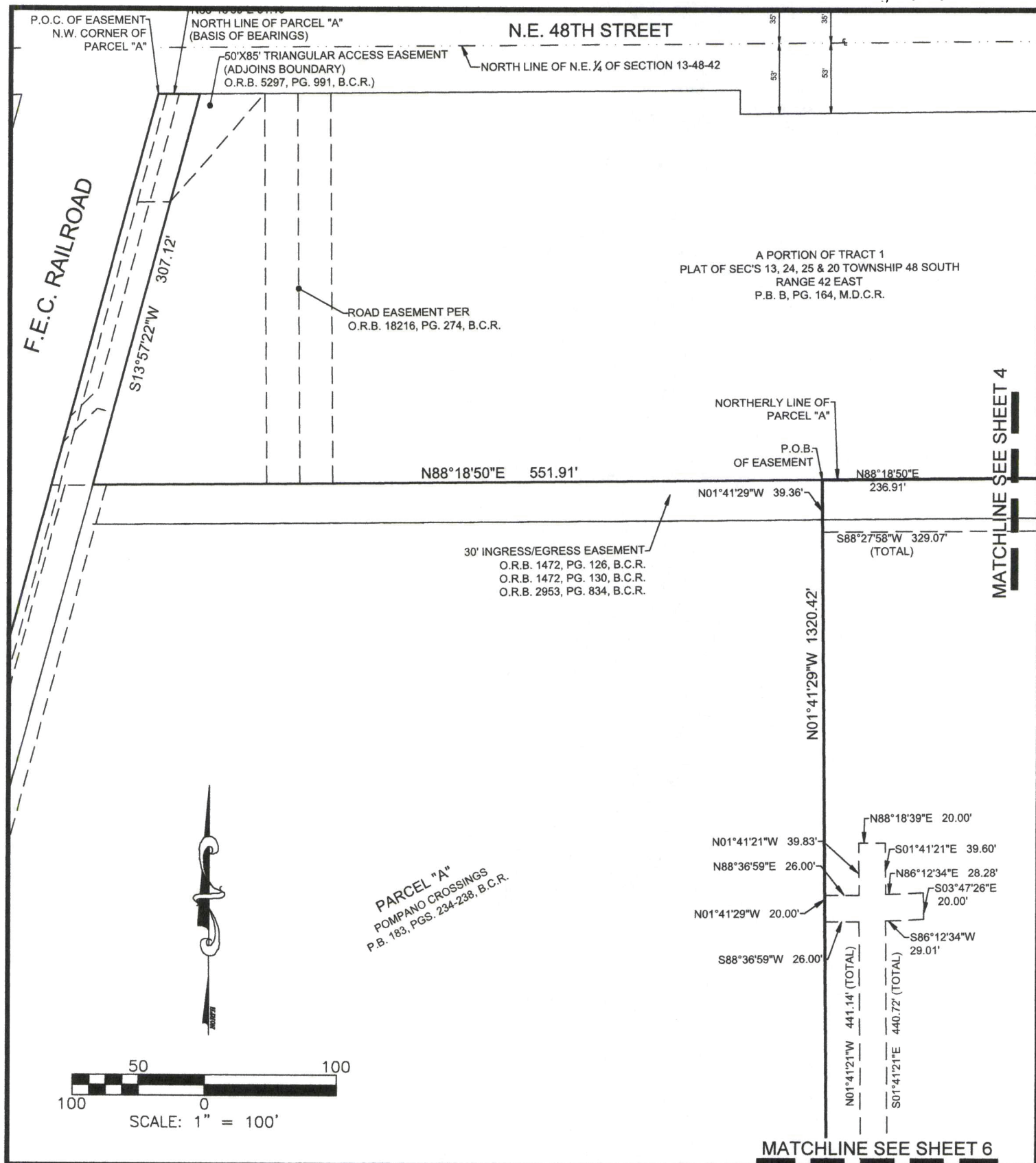
DWNG. BY ZH

CHK. BY A.M.L.

DATE REVISIONS







### SKETCH & DESCRIPTION

A PORTION OF PARCELS "A" AND "B"  
POMPAHO CROSSINGS,  
PLAT BOOK 183, PAGES 234-238,  
BROWARD COUNTY PUBLIC RECORDS

CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA



301 EAST ATLANTIC BOULEVARD  
POMPANO BEACH, FLORIDA 33060-6643  
(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 6 OF 9

DRAWING NO. 09844.00\_SKD\_PARCEL A\_EAST\_COMBINED

DATE 10/18/23

SCALE 1"=100'

FIELD BK.        N/A

DWNG. BY ZH

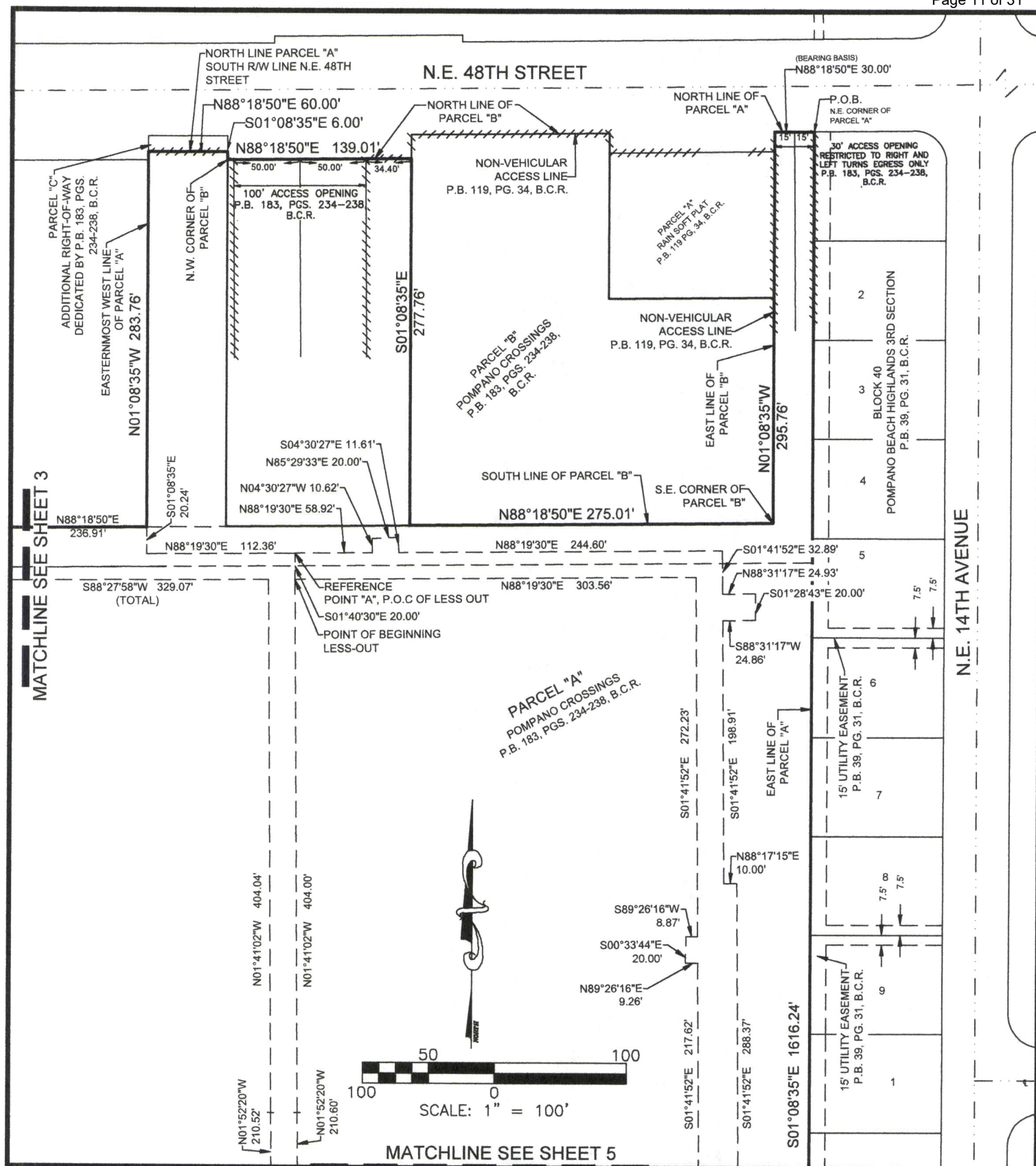
CHK. BY A.M.L

DATE	REVISIONS
------	-----------

## REVISIONS

[illegible]





### SKETCH & DESCRIPTION

A PORTION OF PARCELS "A" AND "B"  
POMPANO CROSSINGS,  
PLAT BOOK 183, PAGES 234-238,  
BROWARD COUNTY PUBLIC RECORDS

CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA



301 EAST ATLANTIC BOULEVARD  
POMPANO BEACH, FLORIDA 33060-6643  
(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 7 OF 9

DRAWING NO. 09844.00\_SKD\_PARCEL A\_EAST\_COMBINED

DATE 10/18/23

SCALE 1"=100'

FIELD BK. N/A

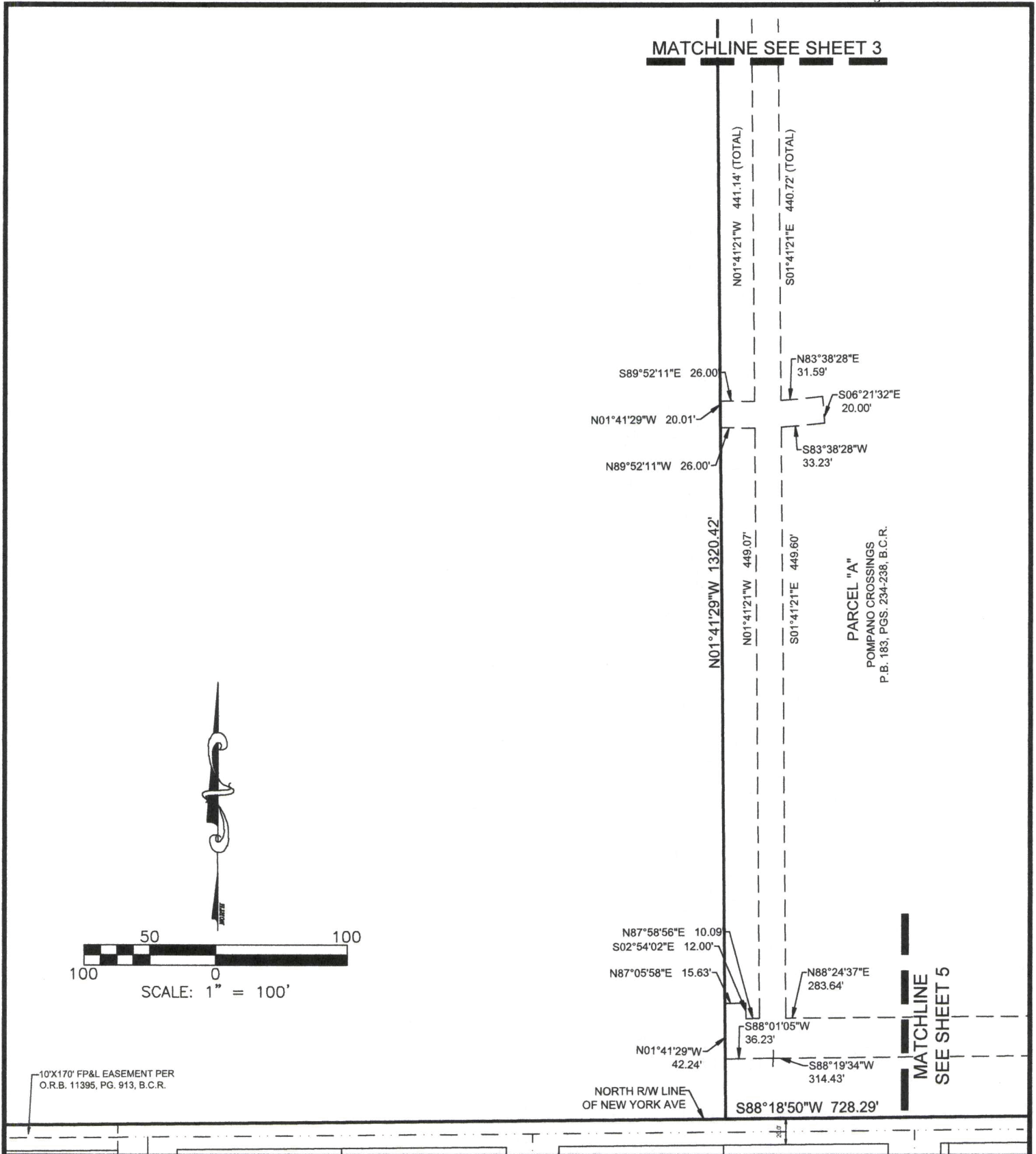
DWNG. BY ZH

CHK. BY A.M.L

DATE	REVISIONS
------	-----------





## SKETCH & DESCRIPTION

A PORTION OF PARCELS "A" AND "B"  
POMPANO CROSSINGS,  
PLAT BOOK 183, PAGES 234-238,  
BROWARD COUNTY PUBLIC RECORDS

CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA



301 EAST ATLANTIC BOULEVARD  
POMPANO BEACH, FLORIDA 33060-6643  
(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 9 OF 9

**DRAWING NO.** 09844.00\_SKD\_PARCEL A\_EAST\_COMBINED

DATE 10/18/23

SCALE 1"=100'

FIELD BK. N/A

DWNG. BY          ZH

CHK. BY A.M.L

DATE	REVISIONS
------	-----------

[illegible]



QuadReal Property Group,  
199 Bay Street, Suite 4900  
P.O. Box 373  
Toronto ON M5L 1G2  
Canada  
T 416-673-7444  
W [www.quadreal.com](http://www.quadreal.com)

October 11, 2023

Alicia Dunne, PE, PMP  
Project Manager  
Planning and Development Coordination Section  
Water and Wastewater Engineering Division  
2555 W. Copans Road,  
Pompano Beach, FL 33069

**RE: POMPANO CROSSINGS  
BCWWS/WWED PROJECT NO. 2595-105159  
BCUCP-19-003  
Keith Project No. 09844.M2**

**Subject: Owner Authorization Letter**

This letter will serve as a legal document authorizing Jameson Weber as representative for the entities QR EAST POMPANO IC I LLC AND QR EAST POMPANO IC II LLC. This should complete the required documentation for the permit close-out and ownership transfers for the WWS-approved number BCUCP-19-003.

We appreciate your assistance on this matter. Please do not hesitate to call should you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex Rand", is written over a horizontal line.

**Name: Alex Rand  
Title: Legal Counsel**

**OPINION OF TITLE**

Broward County Land Development Code - Section 5-189(c)(3)  
Florida Statutes Chapter 177

**To: Broward County Board of County Commissioners**

With the understanding that this Opinion of Title is furnished to the Broward County Board of County Commissioners, as inducement for acceptance of (i) Applications for Transfer – Water and Environmental Licensing Section, (ii) Broward County Utility Connection Permits, (iii) Easements, (iv) a Bill of Sale, (v) a Right of Entry and (vi) an Application for Transfer of a PWS Construction Permit covering the covering the real property hereinafter described (the “Real Property”), it is hereby certified that the following report reflects a comprehensive search of the Public Records affecting the Real Property, covering the period from the beginning to October 11, 2023 at 8:00 a.m., based upon our review of the Title Policy and the Owner and Encumbrance Property Information Report for the Real Property (attached as **Exhibits A-2 and A-3 respectively**), for all of the following described Real Property:

**Legal Description:**

See **Exhibit A-1**

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

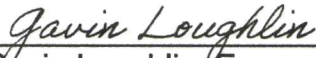
QR East Pompano IC I LLC;  
QR East Pompano IC II LLC; and  
QR East Pompano IC III LLC;

***There are no mortgages of record***

***A list of easements and rights-of way lying within the boundaries of the Real Property is attached as Exhibit B***

**I HEREBY CERTIFY** that the foregoing report reflects a comprehensive search of the Public Records of Broward County, Florida, affecting the above-described property. I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 17<sup>th</sup> day of October, 2023

  
\_\_\_\_\_  
Gavin Loughlin, Esq.  
Greenberg Traurig, P.A.  
Florida Bar No. 0034641



## **Exhibit A-1**

### **Real Property**

#### **PARCEL 1:**

A PORTION OF PARCELS "A" AND "B", POMPAÑO CROSSINGS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183, PAGES 234-238, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°08'35" EAST, ALONG THE EAST LINE OF SAID PARCEL "A", 1616.24 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 88°18'50" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A", ALSO BEING THE NORTH RIGHT OF WAY LINE OF NEW YORK AVE, 728.29 FEET; THENCE NORTH 01°41'29" WEST, 1320.42 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL "A"; THENCE NORTH 88°18'50" EAST, ALONG SAID NORTHERLY LINE, 236.91 FEET TO THE EASTERN MOST WEST LINE OF SAID PARCEL "A"; THENCE NORTH 01°08'35" WEST, ALONG SAID WESTERLY LINE, 283.76 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "A" AND ALSO BEING THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 48th STREET; THENCE ALONG SAID LINES THE FOLLOWING (2) TWO COURSES (1) THENCE NORTH 88°18'50" EAST, 60.00 FEET; (2) THENCE SOUTH 01°08'35" EAST, 6.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "B"; THENCE NORTH 88°18'50" EAST, ALONG THE NORTH LINE OF PARCEL "B" AND ALSO BEING THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 48th STREET, 139.01 FEET; THENCE SOUTH 01°08'35" EAST, 277.76 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "B"; THENCE NORTH 88°18'50" EAST, ALONG SAID SOUTH LINE, 275.01 FEET TO SOUTHEAST CORNER OF SAID PARCEL "B"; THENCE NORTH 01°08'35" WEST, ALONG THE EAST LINE OF SAID PARCEL "B", 295.76 FEET TO A POINT ON THE NORTH LINE OF PARCEL "A"; THENCE NORTH 88°18'50" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

#### **PARCEL 2:**

A PORTION OF PARCEL "A", POMPAÑO CROSSINGS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183, PAGES 234-238, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 88°18'50" EAST, ALONG THE NORTH LINE OF SAID PARCEL "A", ALSO BEING THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 48th STREET, 31.15 FEET TO THE WESTERN MOST EAST LINE OF SAID PARCEL "A"; THENCE SOUTH 13°57'22" WEST, ALONG SAID EAST LINE, 307.12 FEET TO A POINT ON THE SOUTHERN MOST NORTH LINE OF PARCEL "A"; THENCE NORTH 88°18'50" EAST, ALONG SAID NORTH LINE, 551.91 FEET; THENCE SOUTH 01°41'29" EAST, 1320.42 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "A", ALSO BEING THE NORTH RIGHT OF WAY LINE OF NEW YORK AVE; THENCE SOUTH 88°18'50" WEST, ALONG SAID SOUTH LINE, 952.90 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 13°57'22" EAST, ALONG THE WEST LINE OF SAID PARCEL "A", ALSO BEING THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST (F.E.C.) RAILROAD, 1678.32 FEET TO THE POINT OF BEGINNING.

#### **PARCEL 3:**

A PORTION OF PARCEL "B", POMPAÑO CROSSINGS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183, PAGES 234-238, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERN MOST NORTHEAST CORNER OF SAID PARCEL "B"; THENCE SOUTH 01°08'35" EAST, ALONG THE EAST LINE OF SAID PARCEL "B", 170.76 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "B"; THENCE SOUTH 88°18'50" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "B", 275.01 FEET; THENCE NORTH 01°08'35" WEST, 295.76 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "B", ALSO BEING THE SOUTH RIGHT OF WAY LINE OF NE 48th STREET; THENCE NORTH 88°18'50" EAST, ALONG SAID NORTH LINE, 150.01 FEET TO THE NORTHERN MOST NORTHEAST CORNER OF SAID PARCEL "B"; THENCE SOUTH 01°08'35" EAST ALONG THE EASTERLY LINE OF PARCEL "B", 125.01 FEET TO THE SOUTHWEST CORNER OF PARCEL "A", RAIN SOFT PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 119, PAGE 34, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 88°18'50" EAST ALONG SOUTH LINE OF PARCEL "A", ALSO BEING THE NORTHERN LINE OF SAID PARCEL "B", 125.01 FEET TO THE POINT OF BEGINNING.

**Exhibit A-2**

**Title Policy**





## PROFORMA ALTA OWNER'S POLICY WITH FLORIDA MODIFICATIONS POLICY OF TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by the duly authorized officers as of the Date of Policy shown in Schedule A.

Countersigned by:

Stewart Title Guaranty Company  
Commercial Services (Tampa)  
3402 West Cypress Street  
Tampa, FL 33607  
Agent ID:



**Matt Morris**  
President and CEO

**Denise Carraux**  
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit [www.stewart.com](http://www.stewart.com). To make a claim, furnish written notice in accordance with Section 3 of the Conditions. For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.





### COVERED RISKS (Continued)

3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely; or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.





## EXCLUSIONS FROM COVERAGE - Continued

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) the term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
      - (2) if the grantee wholly owns the named Insured.
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent

- (g) that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This





## CONDITIONS (Continued)

obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

### 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable



## CONDITIONS (Continued)

Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

### 14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the

Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

### 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

### 17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

### 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at P.O. Box 2029, Houston, TX 77252.



## SCHEDULE A

**Name and Address of Title Insurance Company:** Stewart Title Guaranty Company  
P.O. Box 2029, Houston, TX 77252

**File No.:** 17000310446

**Policy No.:**

**Amount of Insurance:** \$4,100,000.00

**Address Reference:** 1300 Northeast 48th Street, Pompano Beach, FL 33064  
1280 Northeast 48th Street, Pompano Beach, FL 33064  
1250 Northeast 48th Street, Pompano Beach, FL 33064

**Premium:**

**Date of Policy:** "date and time of recording of deed"

**1. Name of Insured:**

IPT Dixieland Highway Industrial Park DC LLC, a Delaware limited liability company

**2. The estate or interest in the Land that is insured by this policy is:**

Fee Simple

**3. Title is vested in:**

IPT Dixieland Highway Industrial Park DC LLC, a Delaware limited liability company

**4. The Land referred to in this policy is described as follows:**

**SEE EXHIBIT "A" ATTACHED HERETO**

For Company Reference Purposes Only

According to insured representation or vesting instrument(s), the street address of the property is:

1300 Northeast 48th Street, Pompano Beach, FL 33064

1280 Northeast 48th Street, Pompano Beach, FL 33064

1250 Northeast 48th Street, Pompano Beach, FL 33064

County: Broward

PIN/Tax: 484213-01-0032, 484213-01-0033, 484213-01-0034, and 484213-01-0037

The Company does not represent or insure the above address is accurate.



## EXHIBIT "A" LEGAL DESCRIPTION

### Parcel 1 (Western Tract):

The West 150 feet of the east 305 feet of Tract 1 of the Subdivision of Section 13, Township 48 South, Range 42 East, lying East of the Florida East Coast Railway Right- of-Way, Less the North 35 feet thereof, according to the Plat thereof, as recorded in Plat [Book B, page 164](#), of the Public Records of Dade County, Florida, said land situate, lying and being in Broward County, Florida.

### Parcel 2 (Eastern Tract):

The East 155 feet of Lot 1, less the East 30 feet thereof and Less the North 35 feet thereof, Less the North 125 feet thereof, of the Subdivision of Section 13, Township 48 South, Range 42 East; according to the Plat thereof, as recorded in Plat [Book B, page 164](#), of the Public Records of Dade County, Florida, said land situate, lying and being in Broward County, Florida.

### Parcel 3 (Middle Tract):

A portion of Tract 1 of the Subdivision of Section 13, Township 48 South, Range 42 East, recorded in Plat [Book B, page 164](#), of the Public Records of Dade County, Florida, being more particularly described as follows:

The West 139 feet of the East 444 feet of Tract 1, Section 13, Township 48 South, Range 42 East, Broward County, Florida, Less the North 35 feet thereof for road right-of-way for N.E. 48th Street, and Less the South 18 feet of the North 53 feet thereof, as additional road right-of-way for N.E. 48th Street. Said land situate in Broward County, Florida.

### ALSO:

The West 60 feet of the East 504 feet of Lot 1 of the Subdivision of Section 13, Township 48 South, Range 42 East, according to the Plat thereof, recorded in Plat [Book "B", Page 164](#), of the Public Records of Dade County, Florida; said lands situate, lying and being in Broward County, Florida, less the north 35 feet thereof.

## SCHEDULE B

File No.: 17000310446

Policy No.: PROFORMA

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes and assessments for the year 2017 and subsequent years, which are not yet due and payable.
2. All matters shown on the plat recorded in Plat [Book B, Page 164](#), of the Public Records of Broward County, Florida.
3. Resolution regarding water and sewer recorded in Official Records [Book 3843, Page 406](#), of the Public Records of Broward County, Florida.
4. Agreement between Broward County and Magnum World Enterprises, Inc. recorded in Official Records [Book 19949, Page 602](#), of the Public Records of Broward County, Florida.
5. Revocable License Agreement between the City of Pompano Beach and FCC Environmental, LLC recorded in Official Records [Book 48481, Page 1157](#), of the Public Records of Broward County, Florida.
6. Rights of tenants under any unrecorded leases.
7. Matters as shown on ALTA/NSPS Survey prepared by Keith & Associates, Inc. as Project Number 09844.00, dated June 14, 2017, last revised \_\_\_\_\_ as follows:
  - a. Overhead wires without benefit of apparent easement;
  - b. Encroachment of parking spaces;
  - c. Encroachment of concrete dumpster enclosure;
  - d. Encroachment of one story building in the northwest corner by approximately .3' and .2'; and
  - e. Encroachment of 6' chain link fence along the western boundary line.



**Exhibit A-3**

**Owner and Encumbrance Property Information Report for the Real Property**



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

600 W. Hillsboro Blvd. Ste 450

Deerfield Beach, FL 33441

Phone: 954-421-4599

Fax: 866-621-4839



**OWNER & ENCUMBRANCE PROPERTY INFORMATION REPORT**

Agent File No.:

File No: 23109459

Examiner - Kelly DeValle  
kdevalle@oldrepublictitle.com

Tusan Title, LLC  
5230 University Dr., #101D  
Davie, FL 33328  
Phone: 305-775-0779

ATTN: Johnathan Litan

THIS TITLE SEARCH IS AN OWNERSHIP AND ENCUMBRANCE SEARCH ONLY AND DOES NOT REFLECT TITLE DEFECTS OR OTHER MATTERS THAT WOULD BE SHOWN BY TITLE INSURANCE.

**Legal Description:**

**PARCEL 1:**

A PORTION OF PARCELS "A" AND "B", POMPAÑO CROSSINGS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183, PAGES 234-238, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°08'35" EAST, ALONG THE EAST LINE OF SAID PARCEL "A", 1616.24 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 88°18'50" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A", ALSO BEING THE NORTH RIGHT OF WAY LINE OF NEW YORK AVE, 728.29 FEET; THENCE NORTH 01°41'29" WEST, 1320.42 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL "A"; THENCE NORTH 88°18'50" EAST, ALONG SAID NORTHERLY LINE, 236.91 FEET TO THE EASTERN MOST WEST LINE OF SAID PARCEL "A"; THENCE NORTH 01°08'35" WEST, ALONG SAID WESTERLY LINE, 283.76 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "A" AND ALSO BEING THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 48th STREET; THENCE ALONG SAID LINES THE FOLLOWING (2) TWO COURSES (1) THENCE NORTH 88°18'50" EAST, 60.00 FEET; (2) THENCE SOUTH 01°08'35" EAST, 6.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "B"; THENCE NORTH 88°18'50" EAST, ALONG THE NORTH LINE OF PARCEL "B" AND ALSO BEING THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 48th STREET, 139.01 FEET; THENCE SOUTH 01°08'35" EAST, 277.76 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "B"; THENCE NORTH 88°18'50" EAST, ALONG SAID SOUTH LINE, 275.01 FEET TO SOUTHEAST CORNER OF SAID PARCEL "B"; THENCE NORTH 01°08'35" WEST, ALONG THE EAST LINE OF SAID PARCEL "B", 295.76 FEET TO A POINT ON THE NORTH LINE OF PARCEL "A"; THENCE NORTH

88°18'50" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

A PORTION OF PARCEL "A", POMPANO CROSSINGS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183, PAGES 234-238, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 88°18'50" EAST, ALONG THE NORTH LINE OF SAID PARCEL "A", ALSO BEING THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 48th STREET, 31.15 FEET TO THE WESTERN MOST EAST LINE OF SAID PARCEL "A"; THENCE SOUTH 13°57'22" WEST, ALONG SAID EAST LINE, 307.12 FEET TO A POINT ON THE SOUTHERN MOST NORTH LINE OF PARCEL "A"; THENCE NORTH 88°18'50" EAST, ALONG SAID NORTH LINE, 551.91 FEET; THENCE SOUTH 01°41'29" EAST, 1320.42 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "A", ALSO BEING THE NORTH RIGHT OF WAY LINE OF NEW YORK AVE; THENCE SOUTH 88°18'50" WEST, ALONG SAID SOUTH LINE, 952.90 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 13°57'22" EAST, ALONG THE WEST LINE OF SAID PARCEL "A", ALSO BEING THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST (F.E.C.) RAILROAD, 1678.32 FEET TO THE POINT OF BEGINNING.

**PARCEL 3:**

A PORTION OF PARCEL "B", POMPANO CROSSINGS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183, PAGES 234-238, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERN MOST NORTHEAST CORNER OF SAID PARCEL "B"; THENCE SOUTH 01°08'35" EAST, ALONG THE EAST LINE OF SAID PARCEL "B", 170.76 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "B"; THENCE SOUTH 88°18'50" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "B", 275.01 FEET; THENCE NORTH 01°08'35" WEST, 295.76 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "B", ALSO BEING THE SOUTH RIGHT OF WAY LINE OF NE 48th STREET; THENCE NORTH 88°18'50" EAST, ALONG SAID NORTH LINE, 150.01 FEET TO THE NORTHERN MOST NORTHEAST CORNER OF SAID PARCEL "B"; THENCE SOUTH 01°08'35" EAST ALONG THE EASTERLY LINE OF PARCEL "B", 125.01 FEET TO THE SOUTHWEST CORNER OF PARCEL "A", RAIN SOFT PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 119, PAGE 34, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 88°18'50" EAST ALONG SOUTH LINE OF PARCEL "A", ALSO BEING THE NORTHERN LINE OF SAID PARCEL "B", 125.01 FEET TO THE POINT OF BEGINNING.

**Last Record Title Holder:**

IPT East Pompano IC I LLC, a Delaware limited liability company, as to Parcel 1, by virtue of Official Records Instrument No. 115608112, of the Public Records of Broward County, Florida.

IPT East Pompano IC II LLC, a Delaware limited liability company, as to Parcel 2, by virtue of Official Records Instrument No. 115608113, of the Public Records of Broward County, Florida.

IPT East Pompano IC III LLC, a Delaware limited liability company, as to Parcel 3, by virtue of Official Records Instrument No. 115608114, of the Public Records of Broward County, Florida.

**Documents of Record (copies attached):**

---



CONVEYANCE(S):

a. Warranty Deed dated June 29, 2017 by PCS Acquisition, LLC, a Michigan limited liability company, to IPT Dixieland Highway Industrial Park DC LLC, a Delaware limited liability company, recorded July 3, 2017 in Official Records Instrument No. 114479807, and re-recorded July 3, 2017 in Official Records Instrument No. 114480810, of the Public Records of Broward County, Florida.

b. Special Warranty Deed dated June 29, 2017 by HCC Corporation, LLC, a Delaware limited liability company, f/k/a FCC Environmental, LLC, to IPT Dixie Highway Industrial Park DC, LLC, a Delaware limited liability company, recorded July 3, 2017 in Official Records Instrument No. 114479965, of the Public Records of Broward County, Florida.

c. Corrective Warranty Deed dated August 14, 2017 by PCS Acquisition, LLC, a Michigan limited liability company, to IPT Dixie Highway Industrial Park DC LLC, a Delaware limited liability company, recorded August 15, 2017 in Official Records Instrument No. 114561336, of the Public Records of Broward County, Florida.

NOTE: Plat of POMPANO CROSSINGS recorded January 4, 2019 in Plat Book 183, Page 234, of the Public Records of Broward County, Florida.

d. Statutory Warranty Deed dated February 8, 2019 by IPT Dixie Highway Industrial Park DC LLC, a Delaware limited liability company, to IPT East Pompano IC I LLC, a Delaware limited liability company, recorded February 11, 2019 in Official Records Instrument No. 115608112, of the Public Records of Broward County, Florida.

e. Statutory Warranty Deed dated February 8, 2019 by IPT Dixie Highway Industrial Park DC LLC, a Delaware limited liability company, to IPT East Pompano IC II LLC, a Delaware limited liability company, recorded February 11, 2019 in Official Records Instrument No. 115608113, of the Public Records of Broward County, Florida.

f. Statutory Warranty Deed dated February 8, 2019 by IPT Dixie Highway Industrial Park DC LLC, a Delaware limited liability company, to IPT East Pompano IC III LLC, a Delaware limited liability company, recorded February 11, 2019 in Official Records Instrument No. 115608114, of the Public Records of Broward County, Florida.

ENCUMBRANCE(S):

a. Notice of Commencement recorded November 21, 2022 in Official Records Instrument No. 118529278, of the Public Records of Broward County, Florida.

b. Notice of Commencement recorded March 27, 2023 in Official Records Instrument No. 118754680, of the Public Records of Broward County, Florida.

c. Notice of Commencement recorded April 25, 2023 in Official Records Instrument No. 118811546, of the Public Records of Broward County, Florida.

d. Notice of Commencement recorded June 8, 2023 in Official Records Instrument No. 118909286, of the Public Records of Broward County, Florida.

Period Searched:

From August 15, 2017 to October 11, 2023 @ 8:00 a.m.

**Tax Information:**

Tax ID Numbers: 4842-13-40-0010 (Parcel 1), 4842-13-40-0020 (Parcel 2), 4842-13-40-0030 (Parcel 3)

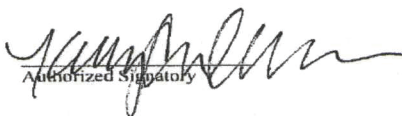
2022 Taxes are PAID

Back Taxes: NONE

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has not searched for, nor do we assume any liability as to any, restrictions, easements, reservations, conditions, or limitations of record, further this report does not cover any improvement or special assessments by any county or municipal governmental agency.

*This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.*

**Date: October 16, 2023**

  
Authorized Signatory

**Exhibit B**

**List of Encumbering Easements and Rights of Way**

**Agreement between Broward County and Magnum World Enterprises, Inc.  
recorded in Official Records Book 19949, Page 602, of the Public Records  
of Broward County, Florida**

**Revocable License Agreement between the City of Pompano Beach and  
FCC Environmental, LLC recorded in Official Records Book 48481, Page  
1157, of the Public Records of Broward County, Florida**