



miamidade.gov

Water and Sewer
PO Box 330316 • 3575 S. Lejeune Road
Miami, Florida 33233-0316
T 786-268-5360 F 786-268-5150

MEMORANDUM

DATE: August 17, 2022

TO: Property Accounting Supervisor
Controller Division

FROM: Raymond Chirino *Ray Chirino*
New Business Section
Utilities Development Division

SUBJECT: Conveyance of Facilities Identified Below

Transmitted herewith is the Absolute Bill of Sale (ABOS), Materials Cost Breakdown and other supporting documentation for the following project:

Agreement Name:	WHITE COURSE PARK
Agreement Number:	30967
Water Approval:	N/A
Sewer Approval:	DS2021-30967
ABOS Date:	08.08.2022
Maintenance Bond Expiration:	08.08.2023
Warranty Expiration:	08.08.2023
Oversizing/ASP Credit?:	N/A

Any original documents requiring recordation, such as grants of easement and deeds, will be sent via separate cover upon receipt from the Clerk of Courts.

Should you have any questions, please advise.

ABSOLUTE BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, CITY OF DORAL, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, hereinafter called GRANTOR which term shall include the singular or plural as the context shall require, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid and delivered by MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the GRANTEE, its successors and assigns, the following:

All water and/or sewer facilities built and constructed to serve White Course Park, DW/WB 20 - _____, and/or DS/SB 20 - 30967 ID# 30967 located in Section 22-53-40, Miami-Dade County, Florida, as shown on Exhibit "A" attached hereto and made a part hereof and as more particularly described on Exhibit "B" attached hereto and made a part hereof.

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

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this 8th day of August, 2022

CITY OF DORAL, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

ATTEST:

[Signature]
Signature
Connie Diaz, City Clerk

By:

[Signature]
Signature
Hernan Organvitez, Acting City Manager

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by Hernan Organvitez, as Acting City Manager and Connie Diaz as City Clerk, of CITY OF DORAL, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA.

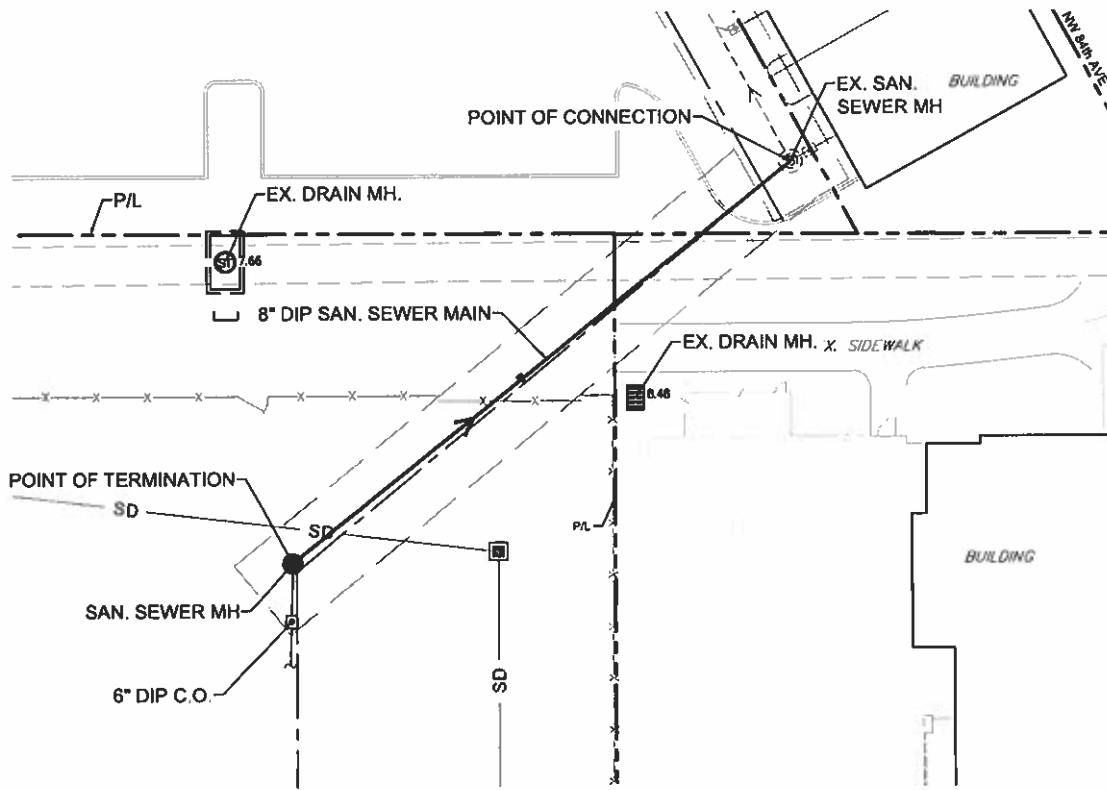
They are personally known to me.

[Signature]
NOTARY PUBLIC

Vilmar Villafane
PRINT NAME

GG982951
SERIAL NUMBER





THIS IS NOT AN AS-BUILT
THIS IS NOT A SURVEY

LEGEND

GRAVITY MAIN / FORCE MAIN - EXISTING	-----	GRAVITY MAIN / FORCE MAIN - ABANDONED	-----
GRAVITY MAIN / FORCE MAIN - NEW	-----	CHECK VALVE BURIED	-----
MANHOLE - EXISTING	⊗	CHECK VALVE IN MANHOLE	⊗
MANHOLE - NEW	●	PUMP STATION	⊗
SEWER LATERAL	---	GENERATOR HOUSING	⊗
GATE VALVE / PLUG VALVE - EXISTING	⊗	CLEAN OUT	○

SEWER FACILITIES EXHIBIT "A" OF ABSOLUTE BILL OF SALE

PROJECT NAME: WHITE COURSE PARK
 PROJECT LOCATION: NW 41 STREET & NW 84TH AVENUE, Miami, FL 33166
 CONTRACTOR: RUIZ TRANS DEVELOPMENT CORP.

DATE: 06/24/2022 AGREEMENT ID #: 30967 DS-2021-30967-1



EXHIBIT B

**Miami-Dade Water and Sewer Department
Wastewater Bill of Materials /Cost Breakdown For Donation Projects**

Agreement ID#: 30967 **SEDS** DS-2021-30967
 Project Name: WHITE COURSE PARK
 Project Location: 8429 NW 41 Street, Doral, FL 33166
 Contractor: Ruiz Trans Development Corp.
 Inspector: JUAN OCAMPO

	TYPE/Material	SIZE	Quantity		Minimum Unit Cost	Actual Unit Cost	Total Cost
Gravity Sewer Mains SSSTRGRAV	PVC /D.I.P.	8"	108.15	L.F.	\$26.00 / \$191.00	\$191.00	\$20,656.65
	PVC /D.I.P.	10"	0	L.F.	\$38.00 / \$208.00	\$0.00	\$0.00
	PVC /D.I.P.	12"	0	L.F.	\$45.00 / \$225.00	\$0.00	\$0.00
Service Laterals: SSSTRLATER	PVC /D.I.P.	6"	11.99	L.F.	\$50.00 / \$200.00	\$200.00	\$2,398.00
Manholes: SSSTRGRAV	Precast Conc.		1	Each	\$7,200.00	\$7,200.00	\$7,200.00
**Local Force Mains: SSSTRFMLOC	D.I.P.	4"	0	L.F.	\$55.00	\$55.00	\$0.00
	D.I.P.	6"	0	L.F.	\$60.00	\$60.00	\$0.00
	D.I.P.	8"	0	L.F.	\$70.00	\$70.00	\$0.00
	D.I.P.	12"	0	L.F.	\$90.00	\$90.00	\$0.00
**Local Pump Station: PSSTRLOCAL PSEQPLOC	Structure		0	Each	\$42,000.00	\$42,000.00	\$0.00
	Equipment		0	Each	\$277,000.00	\$277,000.00	\$0.00
*Regional Force Main: SSSTRFMREG	D.I.P.	16"	0	L.F.	\$200.00	\$200.00	\$0.00
	D.I.P.	20"	0	L.F.	\$250.00	\$250.00	\$0.00
	D.I.P.	24"	0	L.F.	\$300.00	\$300.00	\$0.00
*Regional Pump Station: PSSTRREGNL PSEQPREG	***Structure		0	Each	\$203,800.00	\$203,800.00	\$0.00
	***Equipment		0	Each	\$307,000.00	\$307,000.00	\$0.00
Housing & Generator: PLEQPPWRPD			125KW		\$58,000.00		
Valves: SSSTRFMLOC	Plug	6"	0	Each	\$2,230.00	\$2,230.00	\$0.00
	Plug	8"	0	Each	\$3,000.00	\$3,000.00	\$0.00
	Plug	12"	0	Each	\$4,750.00	\$4,750.00	\$0.00
	Plug	16"	0	Each	\$5,000.00	\$5,000.00	\$0.00
Bond Amount (WASD) \$ 15,127.32					Total Project Cost \$		\$ 30254.65

*Regional- Sewer pump station serving several neighborhoods with other stations pumping to it & force mains to Treatment Plant.
 **Local- gravity systems, lift stations & small pump stations in local areas, force mains carrying flows from lift stations to regional.
 ***Equipment- pump, motor/engine, piping, valves, electrical lines, switches, hoist, ect. Structure- walls & support for equipment

The back of this document may be used to write in additional information if needed.

Certified by contractor: Signature: Company: Ruiz Trans Development Corp.
 Date: 04/26/2022 Print: Rick Ruiz Title: President

Type, size & quantity inspected by: Signature:
 Date: 6/29/2022 Print: JUAN C. OCAMPO

Received by New Business Rep: Signature:
 Date: 08/12/22 Print: Raymond Chirino

FINAL WAIVER AND RELEASE OF LIEN - DEVELOPER

State of Florida
County of Miami-Dade

_____, having been duly sworn, deposes and says as follows. To wit:

1. I, **Hernan Organvitez**, as Acting City Manager of **CITY OF DORAL, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA** (hereinafter called "the Developer"), with the right to execute this final waiver and release of lien.
2. For the consideration of amount of ten dollars (\$10.00), the Developer hereby waives and releases all liens, lien rights, claims or demands of every kind whatsoever which the Developer now has on the construction of certain donated improvements, situated in Miami Dade County, Florida, described as:

All water & sewer facilities built, constructed and installed to serve **White Course Park, DW/WB 20 _____**, and/or **DS/SB 20 24-30917** ID# 30967 located in Section **11-33-70**, Miami Dade County, Florida, as shown on **Exhibit "A"** attached hereto and made a part hereof as more particularly described on **Exhibit "B"** attached hereto and made a part hereof.
3. Developer understands that this is a waiver and release of lien which the Developer has against the facilities described herein. Developer acknowledges that is has been paid in full for all work related to the water & sewer facilities described above.
4. Payments in full have heretofore been paid by the Developer to all persons, firms and corporations supplying labor, materials, equipment and supplies, used directly or indirectly by the Developer, or any subcontractor in the prosecution of the work provided on water & sewer facilities described herein.
5. There are no claims, demands or liens of any kind attributable to any action taken by the Developer in connection with the work described above which would cause, create or constitute a charge or lien against said Miami-Dade County or the Members of the Board of County Commissioners.
6. The undersigned warrants that no assignment of liens or claims, nor the right to perfect a lien, such as the Notice to Owner provision under Section 713.06 (2)(a) of the Florida Statutes, against improvements described or listed herein, has been or will be made, and that no claims are outstanding by subcontractors and/or vendors to the Developer.
7. The Developer hereby agrees to indemnify and hold harmless Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Miami-Dade County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of work by the Developer or its employees, agents, servants, partners, principals, contractors or subcontractors. Developer hereby agrees to pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Miami-Dade County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.
8. Developer hereby waives and releases all claims of any sort as it may have against Miami-Dade County, at law or equity, arising out of the construction of the above water & sewer improvements.

WITNESSETH:

CITY OF DORAL, A MUNICIPAL CORPORATION OF
THE STATE OF FLORIDA



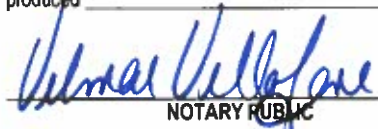
Signature
Connie Diaz, City Clerk

By: 

Signature
Hernan Organvitez, Acting City Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

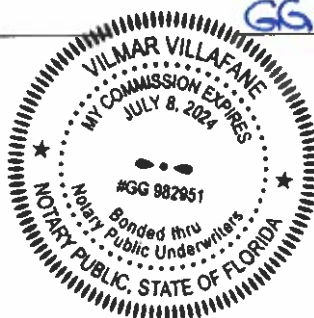
The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by **Hernan Organvitez**, as Acting City Manager, and **Connie Diaz**, as City Clerk of **CITY OF DORAL, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA**. They are personally known to me or have produced _____ as identification and did/did not take an oath.



NOTARY PUBLIC
Vilmar Villafane

Print name

GG 982951
SERIAL NUMBER



FINAL WAIVER AND RELEASE OF LIEN - CONTRACTOR

State of Florida
County of Miami-Dade

_____ , having been duly sworn, deposes and says as follows, To wit:

1. I am _____, President of _____, A Florida Corporation (hereinafter called "the Contractor"), with the right to execute this final waiver and release of lien.

2. For the consideration of amount of ten dollars (\$10.00), the Contractor has agreed to hereby waive, release, and quit claim all liens, lien rights, claims or demands of every kind whatsoever which the Contractor now has or may hereinafter have against or as a result of the construction of certain donated improvements, situated in Miami Dade County, Florida, described as:

All water and sewer facilities built, constructed and installed to serve White Course Park, DW/WB 20 - _____, and/or Ds/SB 2011 - 30967 ID# 30967 located in Section 12-4-40, Miami Dade County, Florida, as shown on Exhibit "A" attached hereto and made a part hereof as more particularly described on Exhibit "B" attached hereto and made a part hereof.

3. It being the understanding of the Contractor that this is a waiver and release of lien which the Contractor has against the facilities described herein. Contractor acknowledges that is has been paid in full for all work related to the water and sewer facilities described above.

4. Payments in full have heretofore been paid by the Contractor to all persons, firms and corporations supplying labor, materials, equipment and supplies, used directly or indirectly by the Contractor, or any subcontractor in the prosecution of the work provided on water and sewer facilities described herein.

5. There are no claims, demands or liens of any kind attributable to any action taken by the Contractor in connection with the work described above which would cause, create or constitute a charge or lien against said Miami-Dade County or the Members of the Board of County Commissioners.

6. The undersigned warrants that no assignment of liens or claims, nor the right to perfect a lien, such as the Notice to Owner provision under Section 713.06 (2)(a) of the Florida Statutes, against improvements described or listed herein, has been or will be made, and that no claims are outstanding by subcontractors and/or vendors to the Contractor.

7. The Contractor hereby agrees to indemnify and hold harmless Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Miami-Dade County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of work by the Contractor or its employees, agents, servants, partners, principals, contractors or subcontractors. Contractor hereby agrees to pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Miami-Dade County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

8. Contractor hereby waives and releases all claims of any sort as it may have against Miami-Dade County, at law or equity, arising out of the construction of the above water and sewer improvements.

WITNESSETH:

[Signature]

Signature
Jorge Lopez

Print name
[Signature]

Signature
Yesid Lopez

Print name


Waypoint Contracting, Inc. A Florida Corporation
By: [Signature] _____
Signature of President
KATRINA FRISCHBOLZ

Print name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by KATRINA FRISCHBOLZ as President, of Waypoint Contracting, Inc., INC., A Florida Corporation. He/She is personally known to me or have produced personally known as identification and did/did not take an oath.

[Signature]

NOTARY PUBLIC

Geena Esquijarosa

Print name
Comm# HR235736
Expires 3/3/2026

HH235736

SERIAL NUMBER

I.D. # 30967_White Course Park

*NOTE: The title search period for this original Opinion must cover the time period to within 30 days prior to submittal of signed water and sewer agreements or an assignment. FOR WARRANTY DEEDS, EASEMENTS, COVENANTS AND UNITIES OF TITLE, THE OPINION MUST COVER THE TIME PERIOD THROUGH THE DATE OF EXECUTION OF THE DEED, EASEMENT, COVENANT OR UNITY.

**MIAMI-DADE COUNTY
MIAMI-DADE WATER AND SEWER DEPARTMENT
OPINION OF TITLE**

To: MIAMI DADE COUNTY, a political subdivision of the State of Florida.

With the understanding that this original opinion of Title is furnished to MIAMI-DADE COUNTY, FLORIDA, as an inducement for execution of an agreement covering the real property hereinafter described or for acceptance of a warranty deed, easement, covenant or unity of title, as applicable, it is hereby certified that I (we) have examined the City records for CITY OF DORAL (or the Property"), as described below:

I have searched the Miami Dade County Property Appraiser Public Records and certain City of Doral Municipal Records through and including the date of July 11, 2022, at 11:00 p.m, concerning the facility named **CITY OF DORAL WHITE COURSE PARK FACILITY** located at: 8429 N.W. 41st Street, Doral, FL 33166, having the following Folio Number: **35-3022-000-0110 & 35-3022-002-0014**, and described as follows:

- A portion of, REVISED PLAT OF ORIZABA, according to the Plat thereof, recorded in Plat Book 43, Page 71, of the Public Records of Miami-Dade County, Florida and a portion of the Southeast ¼ of the Southwest ¼ of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida and a portion of the right-of-way for N.W. 84 Avenue, which lies within the South ¾ of the Southwest ¼ of said Section 22, as shown on said Plat, of, Revised Plat of Orizaba, as closed vacated and abandoned pursuant to Resolution 1403-70, as recorded in Official Records Book 7051, Page 585, of the Public Records of Miami-Dade County Florida. Being more particularly described as follows;

Begin at the Southeast corner of Tract "A" of White View Subdivision, according to the Plat thereof, recorded in Plat Book 157, Page 18, of the Public Records of Miami-Dade County, Florida; thence North 11°14'24" West, along the Easterly boundary of said Tract "A", of White View Subdivision, for a distance of 379.22 feet; thence North 62°37'18" East for a distance of 100.79 feet; thence North 27°22'42" West for a distance of 20.00 feet; thence North 62°37'18" East for a distance of 28.64 feet; thence South 88°14'24" East for a distance of 228.65 feet; thence South 01°45'38" West for a distance of 450.00 feet to its intersection with a line 80.00 feet North of and parallel to the South line of the Southwest ¼ of said Section 22, said line also being coincident with the North right-of-way line of NW 41st Street; thence North 88°14'24" West, along the last described line for a distance of 246.65 feet to the Point of Beginning,

Basing my (our) opinion on said complete abstract or title policy covering said period I (we) am (are) of the opinion that on the last mentioned date the fee simple title to the above described real property was vested in: **CITY OF DORAL, a Florida Municipal Corporation.**

Subject to the following liens, encumbrances and other exceptions:

GENERAL EXCEPTIONS

1. All taxes for the year in which this opinion is rendered, unless noted below that such taxes have been paid.
2. Rights of persons other than the above owners who are in possession.
3. Facts that would be disclosed upon accurate survey.
4. Any unrecorded labor, mechanics or materialmen's liens.
5. Zoning and other restrictions imposed by governmental authority


SPECIAL EXCEPTIONS

- No special exceptions exist
- Special exceptions (indicate details on separate sheet attached hereto as Exhibit "A")

None of the exceptions listed above will restrict the use of the property for the purposes set forth in the water and sewer agreement, assignment, warranty deed, easement, covenant and unity of title, as applicable.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice law in the State of Florida, and am a member in good standing of the Florida Bar.

Respectfully submitted this 29 day of July, 2022.



Moises T Grayson, Esq.
Blaxberg Grayson Kukoff & Forteza, P.A.
25 SE. 2nd Ave., Suite 730 Miami, FL 33131

EXHIBIT "A"
SPECIAL EXCEPTIONS

1. Plat recorded on February 22, 1945 in Official Records Book No. 43, Page 71.
2. Internal Improvement Deed recorded on March 11, 1918, in Official Records Book No.: 176, Page 339.
3. Affidavit recorded on April 5, 1946 in Official Records Book 2663, Page 175.
4. Affidavit recorded on April 5, 1946 in Official Records Book 2663, Page 190.
5. Assignment of Easement recorded on July 16, 1947 in Official Records Book 2889, Page 298.
6. Rights in Reservations Deed No. 16571-A-403 recorded on March 25, 1950 in Official Records Book 1335, Page 99.
7. Rights in Reservations Deed No. 14 recorded on July 20, 1959 in Official Records Book 1540, Page 383.
8. Rights in Reservations Deed No. 16571 "A"-651 recorded on September 19, 1960 in Official Records Book 2262, Page 303.
9. Rights in Reservations Deed No. 14 (re-issued) recorded on October 23, 1960 in Official Records Book 2316, Page 448.
10. Resolution No. R-1403-70 recorded on December 7, 1970 in Official Records Book 7051, Page 585.
11. Resolution Publication recorded on December 29, 1970 in Official Records Book 7037, Page 920.
12. Dade County Disclaimer recorded on August 13, 1971 in Official Records Book 7333, Page 10.
13. Agreement for the Construction of Water Facilities and for the Provision of Water Service for Doral County Club recorded on May 11, 1978 in Official Records Book 10032, Page 1163.
14. Agreement for the Construction of Sanitary Sewage Facilities and for the Disposal of Sanitary Sewage for Doral Country Club recorded on May 11, 1978 in Official Records Book 10032, Page 1184.
15. Fill Slope Embankment Easement recorded on January 14, 1985 in Official Records Book 12382, Page 1182.
16. Before the Miami-Dade County Environmental Quality Control Board Order No. 00-12 recorded on July 7, 2000 in Official Records Book 19186, Page 1075.
17. Covenant Running with the Land in Favor of Miami-Dade County recorded on August 24, 2001 in Official Records Book 19864, Page 1209.
18. Master Development Agreement recorded on April 16, 2012 in Official Records Book 28074, Page 3582.
19. Master Development Agreement recorded on May 4, 2012 in Official Records Book 28099, Page 22.
20. Covenant of Corporation recorded on June 12, 2012 in Official Records Book 28147, Page 110.
21. Assignment and Assumption of Master Development Agreement recorded on April 26, 2016 in Official Records Book 30052, Page 607.
22. Declaration of Easements recorded on April 26, 2016 in Official Records Book 30052, Page 619.
23. Declaration of Easements recorded on April 26, 2016 in Official Records Book 30052, Page 642.
24. Declaration of Easements recorded on April 26, 2016 in Official Records Book 30052, Page 661.
25. Assignment and Assumption of Master Development Agreement recorded on April 27, 2016 in Official Records Book 30053, Page 1197.

26. Memorandum of Tenants in Common Agreement recorded on April 27, 2016 in Official Records Book 30053, Page 1207.
27. Memorandum of Development Agreement recorded on April 27, 2016 in Official Records Book 30053, Page 1218.
28. Memorandum of Development Agreement recorded on May 4, 2016 in Official Records Book 30062, Page 93.
29. Recorded Notice of Environmental Resource Permit recorded on October 24, 2016 in Official Records Book 30278, Page 1764.
30. Amended and Restated Master Development Agreement for Downtown Doral South recorded on November 4, 2016, in Official Records Book 30296, Page 1525.
31. Declaration of Restrictive Easements recorded on January 6, 2017 in Official Records Book 30374, Page 4169.
32. Declaration of Restrictive Easements recorded on January 6, 2017 in Official Records Book 30374, Page 4245.
33. Notice of Establishment of the Downtown Doral South Community Development District recorded on January 9, 2017 in Official Records Book 30376, Page 2723.
34. Agreement for Water and Sanitary Sewer Facilities Between Miami-Dade County and CC Homes at Doral, LLC and CC-WCD TIC, LLC, and White Course Lennar, LLC recorded on January 13, 2017 in Official Records Book 30383, Page 3758.
35. Notice of Administrative Approval of an Extension to Development Order to the Downtown Doral South Mixed Use Planned Unit Development Project recorded on July 25, 2017 in Official Records Book 30627, Page 71.
36. Declaration of Easements recorded on March 26, 2018 in Official Records Book 30910, Page 2803.
37. Temporary Access Easement Agreement recorded on March 26, 2018 in Official Records Book 30910, Page 2882.
38. Development and Covenant Agreement recorded on March 26, 2018 in Official Records Book 30910, Page 2903.
39. Partial Release of Memorandum of Tenants in Common Agreement recorded on April 13, 2018 in Official Records Book 30939, Page 4090.
40. Partial Release of Memorandum of Development Agreement recorded on April 13, 2018 in Official Records Book 30939, Page 4094.
41. Memorandum of Agreement recorded on April 13, 2018 in Official Records Book 30939, Page 4100.
42. Memorandum of Agreement recorded on April 13, 2018 in Official Records Book 30939, Page 4106.
43. Declaration of Restrictions recorded on April 13, 2018 in Official Records Book 30939, Page 4112.
44. Notice and Acknowledgement Satisfying School Obligation Mutual Agreement for Downtown Doral South recorded on June 5, 2018 in Official Records Book 31001, Page 283.
45. Notice of Administrative Approval of an Extension to Development Order to the Downtown Doral South Planned Unit Development Project recorded on October 1, 2018 in Official Records Book 31163, Page 1118.
46. Notice of Financing Plan and Maintenance of Improvements Downtown Doral South Community Development District recorded on February 6, 2019 in Official Records Book 31315, Page 1281.

47. Storm Water Drainage and Flowage Easement recorded on March 25, 2019 in Official Records Book 31378, Page 2904.
48. Covenant Running with the Land recorded on May 7, 2019 in Official Records Book 31433, Page 122.
49. Partial Release of Declaration of Restrictive Covenants recorded on March 5, 2019 in Official Records Book 31353, Page 2202.
50. Storm Water Drainage and Flowage Easement recorded on March 25, 2019 in Official Records Book 31378, Page 2904.
51. Underground Easement recorded on May 24, 2019 in Official Records Book 31457, Page 1556.
52. Agreement for Water and Sanitary Sewer Facilities recorded on January 28, 2021, in Official Records Book 32318, Page 4529.
53. Unity of Title recorded on June 7, 2021, in Official Records Book 32550, Page 2955.
54. Unity of Title recorded on March 23, 2022, in Official Records Book 33081, Page 2964.
55. Grant of Easement recorded on March 30, 2022, in Official Records Book 33097, Page 1796.
56. First Amendment to Amended and Restated Master Development Agreement for Downtown Doral South, recorded on May 6, 2022, in Official Records Book 33174, Page 4636.
57. Addendum Number One to Agreement for Water and Sanitary Sewer Facilities between Miami-Dade County and City of Doral, recorded on May 19, 2022, in Official Records Book 33194, Page 2637.

WARRANTY

This Warranty hereby made and entered into this _____ day of _____, 20____, by _____, **A FLORIDA CORPORATION**, whose mailing address is: _____, who does hereby warrant to **MIAMI-DADE COUNTY ("COUNTY")** and the **MIAMI-DADE WATER AND SEWER DEPARTMENT ("DEPARTMENT")** the property described below to be free from defects in materials and workmanship for a period of one (1) year from the date hereof:

All water and/or sewer facilities built and constructed to serve **White Course Park, DW/WB 20 - _____, and/or DS/SB 20 - 30967 ID# 30967** located in Section **12-53-40**, Miami-Dade County, Florida, as shown on **Exhibit "A"** attached hereto and made a part hereof and as more particularly described on **Exhibit "B"** attached hereto and made a part hereof.

The undersigned shall at no cost to the **COUNTY** and **DEPARTMENT**, repair, replace or otherwise remedy such defects to the full and complete satisfaction of the **COUNTY** and the **DEPARTMENT**.

IN WITNESS WHEREOF, the undersigned has executed this warranty by its duly authorized officers or representatives on the day and year above written.

WITNESSETH:

Signature
Jorge Lopez
Print name


Signature
Yesid Lopez
Print name

Waypoint Contracting Inc.
A FLORIDA CORPORATION

By: _____
Signature of President
Katrina Frischholz
Print name

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by Katrina Frischholz as President of Waypoint Contracting, Inc., **A FLORIDA CORPORATION**. He/She is personally known to me or produced Personally known as identification and did/did not take an oath.

 **GEENA ESQUIJAROSA**
Notary Public
State of Florida
Comm# HH235736
Expires 3/3/2026

Geena Esquijarosa
PRINT NAME

HH235736
SERIAL NUMBER

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Waypoint Contracting, Inc.
_____ as Principal (s) (hereinafter called PRINCIPAL),
and FCCI Insurance Company a Florida corporation
with its principal place of business in 6300 University Parkway, Sarasota, FL 34240
_____, as Surety (hereinafter called SURETY) are held and firmly bound unto
Miami-Dade County, a political subdivision of the State of Florida, (hereinafter called
OBLIGEE), in the full and just sum of ^{Thirty Thousand Two Hundred Fifty Four and 65/100} _____ Dollars
(\$ 30,254.65), to the payment of which, well and truly to be made, the
PRINCIPAL and SURETY hereby bind themselves, their successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the Obligee and City of Doral have entered
into an Agreement dated January 26, 2021, for the
installation of certain water and/or sewer facilities generally described as _____
White Course Park, Agreement ID# 30967, #DS-2021-30967, and

WHEREAS, said facilities have been completed by the said PRINCIPAL and
accepted by the said OBLIGEE, said acceptance subject to the furnishing by the
PRINCIPAL of a Maintenance Bond in the sum herein set forth to hold the OBLIGEE
harmless from and against all expenses incurred in the replacement of any inferior
materials or faulty workmanship contained in the aforementioned facilities.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that
Waypoint Contracting, Inc. shall in all respects promptly and

faithfully perform and comply with the terms and conditions of said Agreement relative to the representations and warranties as to the condition of the materials and workmanship and shall further indemnify and hold harmless said OBLIGEE from and against all expenses incurred in the replacement of any inferior materials or faulty workmanship contained in the aforementioned facilities for a 1 year period commencing on the 4th day of August, 2022 then this obligation shall be voided, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, Principal has caused this instrument to be executed by its officials, duly authorized, this 4th day of August, 2022.

PRINCIPAL

Waypoint Contracting, Inc.
(Corporate Name)

ATTEST:

By: _____
Secretary

By: _____
President

SURETY

FCI Insurance Company

By: Michael A. Bonet
(Signature of Resident Florida Agent)

By: Michael A. Bonet
Title: Michael A. Bonet, Attorney-In-Fact



POWER OF ATTORNEY FOR RESIDENT FLORIDA AGENT MUST BE ATTACHED.



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Roy V. Fabry; Michael A. Bonet

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.



Dated this 4th day of August, 2022

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company