



SUBDIVISION RESURVEY APPLICATION

Subject Property Address: 767, 777 & 787 S. State Road 7

Subject Folio Number(s): 494101330010, 494101310011, 494101310010 & 494101310020

Description of Request:

Please see attached narrative.

AUTHORIZED AGENT INFORMATION

Name: Matthew H. Scott/Greenspoon Marder, LLP

Address: 200 E. Broward Blvd. Suite 1800 Fort Lauderdale, FL 33301

Phone Number: 954-333-4372

Email Address: matthew.scott@gmlaw.com

APPLICANT INFORMATION (IF DIFFERENT THAN THE PROPERTY OWNER)

Name: Saul Perez, Rez se Land, LLC

Address: 1000 Brickell Plaza 34104 Miami, FL 33131-383 UN

Phone Number: 305-562-4704

Email Address: saul@rezfl.com

PROPERTY OWNER INFORMATION

Name: 777 Properties, Inc.

Address: 541 S. State Road 7 #11 Margate, FL 33068

Phone Number: 954-390-7777

Email Address: michael@777properties.com



OWNER'S AUTHORIZATION AFFIDAVIT

I hereby certify that I am the owner or authorized signatory of the property located at 767, 777 & 787 S. State Road 7

being the subject property for this Subdivision Resurvey application, and I hereby grant authorization to Matthew H. Scott/Greenspoon Marder, LLP to file an application with the City of Margate for approval of the same.

Michael Shooster
Print owner's or authorized signatory name

Signature of owner or authorized signatory

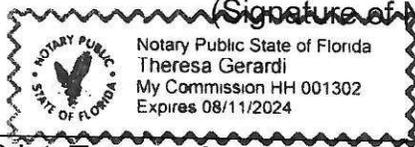
Owner/Agent Phone Number: 954-390-7777 Email Address: michael@777properties.com

Owner/Agent Address: 541 S. State Road 7 #11 Margate, FL 33068

STATE OF FLORIDA COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 9 day of APRIL, 2024 (year), by MICHAEL SHOOSTER (print name of person making statement).

(Signature of Notary Public - State of Florida)



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

Personally Known OR Produced Identification

Type of Identification Produced: _____

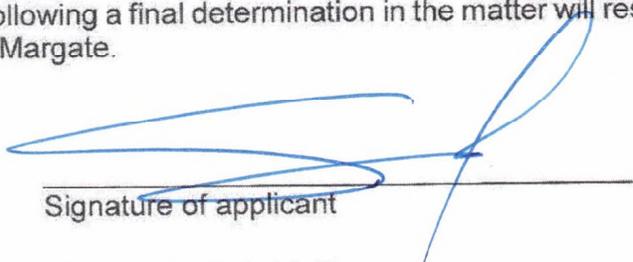


PUBLIC HEARING SIGN AGREEMENT

Subject Property Address: 767 & 777 S. State Road 7 and 787 S. State Road 7
Subject Folio Number(s): 494101330010, 494101310011, 494101310010 & 49410310020

Pursuant to the requirements set forth in §31-55 of the Code of the City of Margate, Florida, the applicants(s) for the public hearing for the application described above do(es) hereby agree that failure to remove the sign(s) within two (2) business days following a final determination in the matter will result in the forfeiture of the \$150 collected by the City of Margate.

Saul Perez
Print applicant's name


Signature of applicant

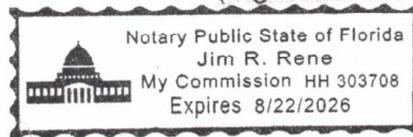
Manager
Print applicant's title

Rez se Land, LLC
Print applicant's organization/company

STATE OF FLORIDA COUNTY OF MIAMI-DADE

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 27th day of JUNE, 2023 (year), by SAULO PEREZ (print name of person making statement).


(Signature of Notary Public - State of Florida)



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

Personally Known OR Produced Identification

Type of Identification Produced: FL DL



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
777 PROPERTIES, INC.

Filing Information

Document Number	P94000006479
FEI/EIN Number	65-0479721
Date Filed	01/21/1994
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/04/2018
Event Effective Date	NONE

Principal Address

541 S STATE RD 7
Ste 11
MARGATE, FL 33068

Changed: 04/24/2020

Mailing Address

541 S STATE RD 7
Ste 11
MARGATE, FL 33068

Changed: 04/24/2020

Registered Agent Name & Address

SHOOSTER, FRANK
541 S STATE RD 7
Ste 11
MARGATE, FL 33068

Name Changed: 04/24/2020

Address Changed: 04/24/2020

Officer/Director Detail

Name & Address

Title P

SHOOSTER, MICHAEL
 541 S STATE RD 7
 Ste 11
 MARGATE, FL 33068

Title S

SHOOSTER, MICHAEL
 541 S STATE RD 7
 Ste 11
 MARGATE, FL 33068

Title VP

SHOOSTER, STEPHEN
 541 S STATE RD 7
 Ste 11
 MARGATE, FL 33068

Title VP

LEUCHTER, WENDY
 541 S STATE RD 7
 Ste 11
 MARGATE, FL 33068

Annual Reports

Report Year	Filed Date
2020	04/24/2020
2021	03/15/2021
2022	01/21/2022

Document Images

01/21/2022 – ANNUAL REPORT	View image in PDF format
03/15/2021 – ANNUAL REPORT	View image in PDF format
04/24/2020 – ANNUAL REPORT	View image in PDF format
04/26/2019 – ANNUAL REPORT	View image in PDF format
09/04/2018 – Amendment	View image in PDF format
03/01/2018 – ANNUAL REPORT	View image in PDF format
03/13/2017 – ANNUAL REPORT	View image in PDF format
03/24/2016 – ANNUAL REPORT	View image in PDF format
09/04/2015 – Amendment	View image in PDF format
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01/30/2013 – ANNUAL REPORT	View image in PDF format
03/20/2012 – ANNUAL REPORT	View image in PDF format
03/14/2011 -- ANNUAL REPORT	View image in PDF format
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03/17/2006 – ANNUAL REPORT	View image in PDF format
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04/17/1998 – ANNUAL REPORT	View image in PDF format
01/28/1997 – ANNUAL REPORT	View image in PDF format
02/23/1996 – ANNUAL REPORT	View image in PDF format
02/14/1995 – ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
REZ SE LAND, LLC

Filing Information

Document Number	L22000291148
FEI/EIN Number	NONE
Date Filed	06/28/2022
Effective Date	06/27/2022
State	FL
Status	ACTIVE

Principal Address

1000 BRICKELL PLAZA
4104
MIAMI, FL 33131-383 UN

Mailing Address

1000 BRICKELL PLAZA
4104
MIAMI, FL 33131-383 UN

Registered Agent Name & Address

REZ VENTURES, LLC
1000 BRICKELL PLAZA, MIAMI, FL, USA
4104
MIAMI, FL 33131

Authorized Person(s) Detail

Name & Address

Title MGR

REZ VENTURES LLC
1000 BRICKELL PLAZA
MIAMI, FL 33133, FL 33155 UN

Annual Reports

No Annual Reports Filed

Document Images

[06/28/2022 – Florida Limited Liability](#)

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Florida Department of State, Division of Corporations



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
REZ VENTURES, LLC

Filing Information

Document Number	L18000037410
FEI/EIN Number	84-2735185
Date Filed	02/09/2018
Effective Date	02/09/2018
State	FL
Status	ACTIVE

Principal Address

1000 Brickell Plaza
4104
MIAMI, FL 33131

Changed: 06/30/2020

Mailing Address

1000 Brickell Plaza
4104
MIAMI, FL 33131

Changed: 06/30/2020

Registered Agent Name & Address

PEREZ, SAULO R
1000 Brickell Plaza
#4104
MIAMI, FL 33131

Address Changed: 06/30/2020

Authorized Person(s) Detail

Name & Address

Title MGR

PEREZ, SAULO R
1000 Brickell Plaza
4104
MIAMI, FL 33131

Annual Reports

Report Year	Filed Date
2020	06/30/2020
2021	05/03/2021
2022	05/01/2022

Document Images

05/01/2022 – ANNUAL REPORT	View image in PDF format
05/03/2021 – ANNUAL REPORT	View image in PDF format
06/30/2020 – ANNUAL REPORT	View image in PDF format
04/30/2019 – ANNUAL REPORT	View image in PDF format
02/09/2018 – Florida Limited Liability	View image in PDF format



INSTR # 101196203
OR BK 31884 PG 1060
 RECORDED 07/23/2001 11:42 AM
 COMMISSION
 BROWARD COUNTY
DOC STMP-D 7,000.00
 DEPUTY CLERK 1037

This Instrument was prepared by:
James N. Bush, Esq.
 4900 SW 64th Avenue
 Davie, Florida 33314

Parcel ID Number: **19101-33-00100,**
19101-31-00200, 19101-01-00310

Record and return to:
 1794 Ferdinand & Sullivan, P.A.
 100 W. Cypress Creek Rd., Ste. 910
 Ft. Lauderdale, FL 33309
 c/o TRI-COUNTY COURTHOUSE COURTIERS WILL CALL



TRUSTEE'S DEED

This Indenture, Made this **11th** Day of July, 2001 Between WILMINGTON TRUST COMPANY, as Successor Trustee of the 1957 MARGARET WOODSON FISHER TRUST, (Taxpayers identification number -

grantors* whose post office address is 1100 North Market Street, Wilmington, DE 19890-0001

and 777 Properties, Inc., a Florida corporation, grantees*

whose postoffice address is 777 South State Road 7, Margate, Fl. 33063

*"grantor and grantee" are used for singular or plural, as context requires

Witnesseth: that the grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Broward County, Florida

EXHIBIT "A" ATTACHED

Subject to: (1) Zoning and/or restrictions and probitions imposed by governmental authority;
 (2) taxes for the year 2001 and subsequent years.

Grantor does hereby fully warrant title to said real property and will defend the same against the lawful claims of all persons whomsoever.

Where used herein the terms "GRANTOR", "GRANTEE", "TRUSTEE", "CO-TRUSTEE (S)", shall be construed as singular or plural as the context requires. The term "TRUSTEE" shall include the terms "CO-TRUSTEE(S)" or "CO-TRUSTEE(S)" or "SUCCESSOR TRUSTEE(S)" as the context requires.

Pursuant to the provision of section 689.071, Florida Statues, WILMINGTON TRUST, as TRUSTEE, shall have the power and authority either to protect, conserve and to sell or to lease, or to encumber, or otherwise to manage and dispose of the real property conveyed by this deed.

EXHIBIT "A"
LEGAL DESCRIPTION

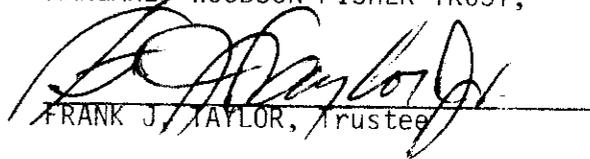
The South one-half (S1/2) of Parcel "A", 441 SOUTH LTD., II, according to the plat thereof recorded in Plat Book 124, Page 41, of the public records of Broward County, Florida;

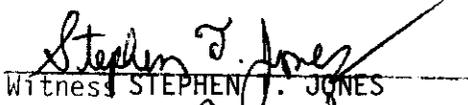
TOGETHER WITH: Parcel "A", THE FOREST, according to the plat thereof recorded in Plat Book 129, Page 16, of the Public Records of Broward County, Florida;

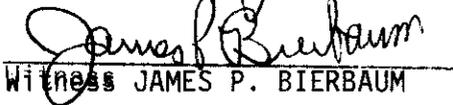
AND ALSO TOGETHER WITH: The South 672.85 feet (as measured at right angles) of Parcel "C", less the East 1957.03 feet thereof (as measured on the South line), SUBDIVISION OF SECTION 1, TOWNSHIP 49 SOUTH, RANGE 41 EAST, according to the plat thereof recorded in Plat Book 26, Page 21, of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

WILMINGTON TRUST COMPANY, as
Successor Trustee for of the 1957
MARGARET WOODSON FISHER TRUST,


FRANK J. TAYLOR, Trustee


Witness STEPHEN J. JONES


Witness JAMES P. BIERBAUM

STATE OF DELAWARE)
COUNTY OF **NEW CASTLE**)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

FRANK J. TAYLOR, as Trustee

who is personally known to me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of July A.D. 2001.


Notary Public, State of Delaware


Printed Signature

SUSANNE P. FOOTE
NOTARY PUBLIC

My Commission Expires September 30, 2002

My Commission expires:



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No:

AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through:

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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First American

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No:

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: CalAtlantic National Title Solutions LLC

Issuing Office:

ALTA Universal ID:

Loan ID Number:

Commitment Number:

Issuing Office File Number:

Property Address: State Road 7, Margate, FL

Revision Number:

SCHEDULE A

1. Commitment Date: June 11, 2021 @ 8:00 AM

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy

Proposed Insured:

Proposed Policy Amount: \$

(b) 2006 ALTA® Loan Policy

Proposed Insured:

Proposed Policy Amount: \$

(c) 2006 ALTA® Loan Policy

Proposed Insured:

Proposed Policy Amount: \$

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. The Title is, at the Commitment Date, vested in:
777 Properties, Inc., a Florida corporation

5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

By: _____
Authorized Signatory

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First American

Schedule BI

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance

Company File No:

Issuing Office File Number:

SCHEDULE B-I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed conveying the land from 777 Properties, Inc., a Florida corporation, to Lennar Homes, LLC, a Florida limited liability company. In connection with said deed, we will further require: i) Certified copy of a Board of Directors resolution setting forth the terms, conditions and consideration for which the corporation is authorized to convey its property. The resolution must further identify the officers authorized to execute the deed and other closing documents on behalf of the corporation; ii) Certified incumbency certificate showing the identity of the officers authorized to execute the conveyance on behalf of the corporation; iii) The corporation must have been formed prior to the date the corporation acquired title to the land; iv) Certificate from the Secretary of State of the state of origin of said corporation's current good standing; v) If the property constitutes all or substantially all of the corporation's assets and the sale is not in the usual and regular course of the corporation's business, the Company shall further require shareholder approval for the transaction obtained in compliance with the State's statutory requirements; and vi) The Company reserves the right to amend the commitment, including but limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.
5. Surveyor's Affidavit certified to First American Title Insurance Company prepared by a Florida registered land surveyor acceptable to the Company, stating that the land described in Schedule "A" lies completely within the boundaries of the land described in that certain Trustee's Deed recorded in [Book 31884, Page 1060](#).
6. Confirmation that the mortgage satisfaction recorded under Instrument No. [117033573](#) was validly executed and delivered by the holder of the referenced mortgage. (See Underwriting Bulletin FL-562)

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7. NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.
8. In relation to the Notice of Commencement recorded March 24, 2021, under Instrument No. [117146010](#), the Company requires completion of the following: (1) Owner's Affidavit identifying all parties who gave notice to owner. (2) Contractor's Final Affidavit, together with Final Waiver and Release of Liens from each of the subcontractors and materialmen who gave notice to owner or are listed as unpaid in the Contractor's Final Affidavit. (3) Termination of Notice of Commencement in compliance with 713.132, F.S. (1993). (4) Final lien waiver and release from the General Contractor. The Company reserves the right to make additional requirements based upon its evaluation of lien exposure.
9. If the amount of insurance to be issued exceeds the authority of the agent under the existing Agency Agreement with the Company, the Company requires that the agent obtain specific underwriting approval from First American.
10. Proof of payment of all City of Margate assessments and/or impact fees.
11. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
12. An Affidavit in form acceptable to First American Title Insurance Company and executed by or on behalf of the current record owner(s) of the subject property stating: (a) that there are no parties in possession of the subject property other than said current record owner(s); (b) that there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (c) there are no unrecorded assessments which are due and payable and all sewer and water bills are paid through the date of this Affidavit; and (d) that there have been no improvements made to or upon the subject property within the ninety (90) day period last past (from the date of such affidavit) for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed; must be furnished to First American Title Insurance, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment. Said Affidavit must contain the legal description of the captioned property.
13. Survey prepared by a registered land surveyor dated no more than 90 days prior to the closing date of subject transaction and certified to the proposed insured(s), First American Title Insurance Company, and all other parties in interest, meeting the minimum standards for ALTA/NSPS surveys. The Company reserves the right to make such additional requirements as it may deem necessary.
14. Proof of payment of taxes and assessments for the year 2020, and prior years, plus any penalties and interest.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2020 taxes show **PAID**. The gross amount is \$68,586.42 for Tax Identification No. 494101-31-0020.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2020 taxes show **PAID**. The gross amount is \$17,554.71 for Tax Identification No. 494101-33-0010.

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First American

Schedule BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance

Company File No:

Issuing Office File Number:

SCHEDULE B-II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. 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.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Intentionally deleted.
8. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.

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First American

Schedule BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance

Company File No:

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

9. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of "441 SOUTH, LTD., II", as recorded in Plat [Book 124, Page\(s\) 41](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
10. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of "THE FOREST", as recorded in Plat [Book 129, Page\(s\) 16](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
11. Terms and conditions of the Developer Agreement and Addendum attached thereto, between 1957 Margaret Woodson Fisher Trust and the City of Margate, recorded in [Book 11858, Page 375](#); as affected by Assignments of Developer Rights recorded in [Book 12236, Page 200](#); [Book 18709, Page 902](#); [Book 19275, Page 960](#); and [Book 32244, Page 1880](#).
12. Declaration of Restrictions recorded in [Book 13126, Page 295](#); as amended by Resolution and Amendment attached thereto, recorded in [Book 37150, Page 557](#).
13. Water Distribution Easement granted to the City of Margate recorded in [Book 14001, Page 862](#).
14. Sewer Easement granted to the City of Margate recorded in [Book 14001, Page 864](#).
15. Water Distribution Easement granted to the City of Margate recorded in [Book 16358, Page 338](#).
16. Sewer Easement granted to the City of Margate recorded in [Book 16358, Page 342](#).

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Note: All of the recording information contained herein refers to the Public Records of Broward County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

Searched by: Sheri Goodrich/Senior Commercial Title Examiner - 954-839-2910 - sgoodrich@firstam.com

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Form 5030012 (5-16-17)	Page 9 of 10	ALTA Commitment for Title Insurance (8-1-16) with Florida Modifications Florida
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First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No:

Issuing Office File Number:

The land referred to herein below is situated in the County of Broward, State of Florida, and described as follows:

A PORTION OF PARCEL "A", "441 SOUTH, LTD., II", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, PAGE 41, AND A PORTION OF PARCEL "A", "THE FOREST", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT [BOOK 129, PAGE 16](#), ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A", "441 SOUTH, LTD., II"; THENCE SOUTH 89°39'06" WEST ALONG THE SOUTH LINE THEREOF AND THE SOUTH LINE OF SAID PARCEL "A", "THE FOREST", A DISTANCE OF 1,272.10 FEET; THENCE NORTH 01°42'29" WEST ALONG THE WEST LINE OF THE EAST 265.00 FEET OF SAID PARCEL "A", "THE FOREST", A DISTANCE OF 322.07 FEET; THENCE NORTH 89°39'06" EAST, A DISTANCE OF 265.07 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID PARCEL "A", "THE FOREST"; THENCE SOUTH 01°42'29" EAST ALONG SAID EAST LINE, A DISTANCE OF 3.14 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF A 30' PUBLIC INGRESS, EGRESS, UTILITY & DRAINAGE EASEMENT, AS RECORDED IN SAID PLAT [BOOK 124, PAGE 41](#); THENCE SOUTH 84°46'37" EAST ALONG SAID SOUTH LINE OF SAID EASEMENT, A DISTANCE OF 229.80 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 17°50'32"; THENCE EASTERLY ALONG SAID SOUTH LINE OF SAID EASEMENT AND ALONG THE ARC A DISTANCE OF 168.16 FEET TO A POINT OF TANGENCY; THENCE NORTH 77°22'51" EAST ALONG SAID SOUTH LINE OF SAID EASEMENT, A DISTANCE OF 157.65 FEET; THENCE SOUTH 89°54'51" EAST, A DISTANCE OF 220.44 FEET TO A POINT OF INTERSECTION WITH SAID SOUTH LINE OF SAID 30' PUBLIC INGRESS, EGRESS, UTILITY & DRAINAGE EASEMENT, AS RECORDED IN SAID PLAT [BOOK 124, PAGE 41](#), AND A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID SOUTH EASEMENT LINE AND ALONG THE ARC OF SAID CURVE WHOSE CHORD BEARS SOUTH 64°58'25" EAST, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 12°20'13", AN ARC DISTANCE OF 66.75 FEET TO A POINT OF TANGENCY; THENCE SOUTH 57°48'19" EAST ALONG SAID SOUTH LINE OF SAID EASEMENT, A DISTANCE OF 32.19 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 205.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTH LINE OF SAID EASEMENT AND ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 10°08'07", A DISTANCE OF 36.26 FEET; THENCE SOUTH 67°56'26" EAST, A DISTANCE OF 98.75 FEET; THENCE SOUTH 82°30'38" EAST, A DISTANCE OF 28.70 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID PARCEL "A", "441 SOUTH, LTD., II"; THENCE SOUTH 01°42'29" EAST ALONG SAID EAST LINE, A DISTANCE OF 233.04 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA.

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OPINION OF TITLE

City of Margate Code - Section 40.402(A)(3)(i)(a)(4)
Florida Statutes Chapter 177

To: City of Margate

With the understanding that this Opinion of Title is furnished to City of Margate, as inducement for acceptance of a proposed plat covering the real property, hereinafter described, it is hereby certified that that certain Title Commitment issued by First American Title Insurance Company under Commitment No. 7222-6445607 reflects a comprehensive search of the Public Records affecting the below described property covering the period from the beginning to the 19th day of September, 2024, at the hour of 8:00 a.m., inclusive, of the following described property:

THE SOUTH ONE-HALF (1/2) OF PARCEL "A", 441 SOUTH, LTD., II, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 124, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

I am of the opinion that on the last mentioned dated, the fee simple title to the above-described real property was vested in:

Names of all Owner(s) of Record:

777 PROPERTIES, INC., a Florida corporation

Subject to the following:

Mortgage(s) of Record: NONE

List of easements and Rights-of-Way lying within the plat boundaries:

a) Restrictions, dedications, conditions, reservations, easements, and other matters shown on the plat of 441 SOUTH LTD., II, as recorded in Plat Book 124, Page(s) 41, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

b) Terms and Conditions of the City of Margate Developer Agreement recorded in Official Records Book 11858 at Page 375, as affected by Assignment of Developer Rights recorded in Official Records Book 12236 at Page 200; Official Records Book 18709 at Page 902; Official Records Book 19275 at Page 960; and Official Records Book 32244 at Page 1880.

c) Water Distribution Easement recorded in Official Records Book 14001 at Page 862.

d) Sewer Easement recorded in Official Records Book 14001 at Page 864.

All of the recording information contained herein refers to the Public Records of Broward County, Florida.

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 23rd day of September, 2024.



Christopher D. Castro, Esq.

Florida Bar No. 828351



February 27, 2023

Amanda Martinez, Land Planner
Dunay, Miskel & Backman, LLP
14 Southeast 4 Street, Suite 36
Boca Raton, Florida 33432

Via Email Only

Dear Ms. Martinez:

Re: Platting requirements for a parcel legally described as Parcel B, "Mini Mart Development Corp. Subdivision," according to the Plat thereof, as recorded in Plat Book 81, Page 49, of the Public Records of Broward County, Florida, together with Parcel A, "441 South, LTD., II," according to the Plat thereof, as recorded in Plat Book 124, Page 41, of the Public Records of Broward County, Florida, together with a portion of Parcel A, "The Forest," according to the Plat thereof, as recorded in Plat Book 129, Page 16, of the Public Records of Broward County, Florida. This parcel is generally located on the west side of State Road 7/U.S. 441, between Southwest 7 Street and Anderson Road, in the City of Margate.

This letter is in response to your request regarding the Broward County Land Use Plan's platting requirements for a proposed multi-family residential development on the above referenced parcel.

Planning Council staff has determined that replatting **would not be required** by Policy 2.13.1 of the Broward County Land Use Plan (BCLUP). Policy 2.13.1 would not require replatting of parcels included in plats approved by the Broward County Commission and recorded after June 4, 1953. Information from the Broward County Records, Taxes and Treasury Division indicates that the above referenced plats were recorded on January 25, 1974, August 16, 1985, and November 3, 1986, respectively. Land platted after June 4, 1953 may be divided by metes and bounds and developed in accordance with local regulations and the effective land use plan, unless local regulations are more restrictive and would require platting. The City of Margate's platting requirements should be investigated.

According to Article 4.4(A)(2) of the *Administrative Rules Document: BrowardNext*, compliance with the Broward County Trafficways Plan is required for all proposed development, but parcels that have been platted subsequent to June 4, 1953, are excepted and are subject to BCLUP Policy 2.17.6, which states:

In order to protect the transportation corridors identified on the Broward County Trafficways Plan, local governments shall require that development is set back from identified rights-of-way when issuing development orders while providing an administrative relief process to ensure such set back does not deny all beneficial use of the property proposed for development.

Amanda Martinez
February 27, 2023
Page Two

It is recommended that you contact Broward County's Urban Planning Division at 954-357-6666, to inquire about whether additional County review, such as a plat note modification, may be required.

The contents of this letter are not a judgment as to whether this development proposal complies with State or local vehicular access provisions, the Broward County Trafficways Plan, permitted uses and densities, local zoning, the land development regulations of the municipality or the development review requirements of the BCLUP, including concurrency requirements.

If you have any additional questions concerning the BCLUP's platting requirements, please contact Huda Ashwas at your convenience.

Respectfully,



Barbara Blake Boy
Executive Director

BBB:HHA

cc/email: Cale Curtis, City Manager
City of Margate

Elizabeth Taschereau, Director, Development Services
City of Margate

