

This instrument prepared by or under the supervision of
(and after recording return to):
Seymour N. Singer, Esq.
Seymour N. Singer, P.A.
7401 Wiles Road, Suite 230
Coral Springs, Florida 33067

Property Appraiser’s Parcel I.D.#:

CONDOMINIUM SPECIAL WARRANTY DEED

THIS CONDOMINIUM SPECIAL WARRANTY DEED (this “Deed”), dated as of this _____ day of _____, 20____, is between MIRABELLA 26, LLC, a Florida limited liability company (“Grantor”), whose mailing address is 20500 West Dixie Highway, Aventura, Florida 33180, and _____ (“Grantee”), whose mailing address is _____.

WITNESSETH:

Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, conveys and sells to Grantee, and Grantee’s heirs, successors and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to wit:

The Condominium Parcel known as Unit _____ in MIRABELLA PLAZA, A COMMERCIAL CONDOMINIUM, according to its Declaration of Condominium (“Declaration”) and all exhibits thereto, recorded in Instrument No. _____, of the Public Records of Broward County, Florida, as the same may be amended, modified or restated from time to time (the “Property”).

Grantee, by accepting this Deed and by agreement with Grantor, hereby expressly assumes and agrees to be bound by and to comply with all the conditions, covenants, provisions and terms contained in the Declaration, including, without limitation, the obligation to pay for the maintenance and operation of the Condominium by way of assessments levied or imposed upon the Property. Grantee expressly acknowledges the existence of the matters more particularly described on **Exhibit “A”** attached to and made a part of this Deed, and hereby expressly assumes and agrees to be bound by and to comply with all of those matters, including, without limitation, the obligation to pay for the maintenance and operation of the Common Areas described in the Declaration and all exhibits and supplements thereto by way of assessments levied or imposed upon the Property and with all zoning ordinances, restrictions, prohibitions and other requirements imposed by governmental authority against the Property.

TO HAVE AND TO HOLD the Property in fee simple forever.

AND Grantor specially warrants the Property conveyed by this Deed; and that Grantor and Grantor’s successors and assigns will forever warrant and defend the Property for Grantee and Grantee’s successors and assigns, from and against the claims and demands of Grantor and all persons claiming by, through, or under Grantor, but not against the claims and demands of any others.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed in its name, and to be affixed with its corporate seal, by its duly authorized officers, the day and year first above written.

WITNESSES:

Sign

Print Name

Sign

Print Name

MIRABELLA 26, LLC, a Florida limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA)

) ss.:

COUNTY OF _____)

Before me this ____ day of _____, 2015 personally appeared _____, the _____ of Mirabella 26, LLC, a Florida limited liability company, on behalf of such company. He is personally known to me or has produced _____ as identification.

[NOTARY SEAL]

Notary Public

Typed, printed or stamped name of Notary Public

State of Florida

My Commission Expires:

WITNESSES:

Sign

Print Name

Sign

Print Name

Sign

Print Name

Sign

Print Name

STATE OF FLORIDA)
) ss.:
COUNTY OF _____)

Before me this ____ day of _____, 2015 personally appeared _____
_____, who is personally known to me or have
produced _____ as identification.

[NOTARY SEAL]

ACCEPTED BY GRANTEE:

Name: _____
Title: _____

Name: _____
Title: _____

Notary Public

Typed, printed or stamped name of Notary Public
State of Florida
My Commission Expires:

STATE OF FLORIDA)
) ss.:
COUNTY OF _____)

Before me this ____ day of _____, 2015 personally appeared _____
_____, who is personally known to me or have
produced _____ as identification.

[NOTARY SEAL]

Notary Public

Typed, printed or stamped name of Notary Public
State of Florida
My Commission Expires:

EXHIBIT A

Additional Title Matters

1. Real estate and tangible personal property taxes and special assessments affecting the Property for the current year and subsequent years, which are not yet due and payable.
2. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
3. Terms, provisions, restrictive covenants, conditions, reservations, rights, duties and easements contained in Declaration of Condominium of Mirabella Plaza, a Commercial Condominium, and any Exhibits annexed thereto ("Declaration"), including all amendments and modifications thereto, including, but not limited to, provisions for a private charge or assessments, recorded in Book _____, Page _____ .
4. Restrictions, dedications and easements as contained on the Plat of The Waldman Plat recorded in Plat Book 153, Page 35; as affected by Agreement for Amendment of Notation on Plat recorded in Official Records Book 35799, Page 318; as further affected by Resolution No. 05-09, vacating and abandoning a 60 foot wide Drainage Easement and a 40 foot wide Drainage Easement, as recorded in Official Records Book 38836, Page 448; as further affected by Amendment to Non-vehicular Access Lines as recorded in Official Records Book 39682, Page 547; as further affected by Resolution No. 2005-827, as recorded in Official Records Book 41017, Page 1307; as amended by Partial Release and Vacation of Drainage Easements (The Waldman Plat) recorded in Official Records Book 44499, page 441; as further affected by Resolution 08-168, recorded in Official Records Book 45439, Page 16; all of the Public Records of Broward County, Florida.
5. Reservation(s) as set forth in Deeds recorded in Dade Deed Book 46 Page 240, Deed Book 470, Page 160, Deed Book 475, Page 1 and Deed Book 631, Page 155.
6. Easement granted to Hollywood Reclamation District recorded in Official Records Book 10110, Page 996, as affected by Partial Release and Vacation of Drainage Easements recorded in Official Records Book 44499, Page 441.
7. Ordinance No. 88-49 by Broward County recorded in Official Records Book 15795, Page 62.
8. Right of Way easement granted to Southern Bell Telephone and Telegraph Company recorded in Official Records Book 17051, page 917.
9. Deeds - Grants of Utility and Access Easements recorded in Official Records Book 18516, Page 447 and Official Records Book 18516, Page 452; Deed - Grant of Bicycle Path recorded in Official Records Book 17391, Page 305; and Easement recorded in Official Records Book 42932, Page 435; as amended by Resolution No. 08-168 recorded in Official Records Book 45439, page 12, all in favor of The City of Miramar.
10. Ordinance No. 91-6 by the City of Miramar recorded in Official Records Book 17946, Page 262.
11. Utility and Access Easement granted to the City of Miramar recorded in Official Records Book 18516, Page 447.
12. Utility and Access Easement granted to the City of Miramar recorded in Official Records Book 18516, Page 452.
13. Resolution by The City of Miramar recorded in Official Records Book 18931, Page 978.
14. Terms, conditions, and provisions of Road Impact Agreements with Broward County, recorded in Official Records Book 19100, Page 667, and Official Records Book 35799, Page 361.
15. Assignment of Developer Rights recorded in Official Records Book 19292, Page 634.
16. Terms, conditions, and provisions of Agreement for Traffic Signalization with Broward County and The City of Miramar, recorded in Official Records Book 20465, Page 879.
17. Ordinance No. 03-06 by the City of Miramar recorded in Official Records Book 34260, Page 1494.
18. Terms, conditions, and provisions of Park Agreement - Fee in Lieu of Land with The City of Miramar, recorded in Official Records Book 34392, Page 1722.
19. Declaration of Restrictive Covenants recorded in Official Records Book 34650, Page 470.
20. Terms, conditions, and provisions of Road Impact Fee Agreement with Broward County, recorded in Official Records Book 35799, Page 346.

21. Terms, conditions, and provisions of Unrecorded Lease Agreement dated March 4, 2003, by and between Miramar No. 1, L.L.C., a Florida limited liability company, as Lessor, and Walgreen Co., an Illinois corporation, as Lessee, a Memorandum of which is recorded in Official Records Book 34954, Page 272.
22. Terms, conditions, and provisions of Road Impact Fee Agreement with Broward County, recorded in Official Records Book 35799, Page 361.
23. Security Lien Agreement (Installation of Required Improvements) recorded May 20, 2005, in Official Records Book 39682, Page 563.
24. Service Agreement for Water and Sanitary Sewage Facilities with The City of Miramar recorded in Official Records Book 39861, Page 336.
25. Easement granted to Florida Power and Light Company recorded in Official Records Book 40621, Page 1843.
26. Easement granted to Florida Power and Light Company recorded in Official Records Book 41347, Page 1247.
27. Easement granted to Florida Power and Light Company recorded in Official Records Book 41347, Page 1255.
28. Agreement for Irrigation Lines with South Broward Drainage District recorded in Official Records Book 42049, Page 1779.
29. Boat Ramp/Lake Access Easements in favor of South Broward Drainage District recorded in Official Records Book 42049, Page 1790, Official Records Book 42049, Page 1794 and Official Records Book 42049, Page 1798.
30. Restrictions, covenants, conditions and easements, which include provisions for (i) an easement on the land; (ii) a lien for liquidated damages; and (iii) a private charge or assessments, as contained in that certain Declaration of Easements with Covenants, Conditions and Restrictions recorded June 19, 2007, in Official Records Book 42098, Page 1325, as may be subsequently amended ("Master Declaration"). NOTE: This exception omits any restriction, covenant, or condition based on race, color, religion, sex, handicap, familial status or national origin, if any, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.
31. Drainage Easements in favor of South Broward Drainage District recorded in Official Records Book 42894, Page 862, Official Records Book 42894, Page 866, Official Records Book 42894, Page 879, Official Records Book 42894, Page 889 and Official Records Book 42894, Page 897. (As to Land Description Parcel I)
32. Lake Maintenance Easements in favor of South Broward Drainage District recorded in Official Records Book 42894, Page 876, Official Records Book 42894, Page 886 and Official Records Book 42894, Page 893. (As to Land Description Parcel I)
33. Drainage Easements granted to South Broward Drainage District recorded in Official Records Book 42894, Page 889.(as to Land Description Parcels I and II)
34. Lake Easement as contained in Warranty Deed recorded in Official Records Book 43331, Page 876.
35. Revocable License to Encroach into Easement by the City of Miramar recorded in Official Records Book 43767, Page 1767. (as to Land Description Parcel II)
36. Restrictions, covenants, conditions and easements, which include provisions for (i) an easement on the land; (ii) a lien for liquidated damages; and (iii) a private charge or assessments, as contained in that certain Declaration of Easements with Covenants, Conditions and Restrictions recorded June 19, 2007, in Official Records Book 44211, Page 956, as may be subsequently amended ("Master Covenants"). NOTE: This exception omits any restriction, covenant, or condition based on race, color, religion, sex, handicap, familial status or national origin, if any, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.
37. Easements as contained in the lease from Miramar No. 1, L.L.C., a Florida limited liability company, as to an undivided 91% interest and Gene Haskin, as an undivided 9% interest to McDonald's USA, LLC, a Delaware limited liability company dated February 1, 2007 a memorandum of said lease being recorded in Official Records Book 44631, Page 1205, and Supplement to Lease recorded May 21, 2008 in Official Records Book 45387, page 153, and Amendment to Memorandum of lease and Amendment to Supplement to Lease recorded August 11, 2010, in Official Records Book 47297, Page 1500.
38. Covenant Not to Compete recorded September 20, 2007, in Official Records Book 44631, Page 1227, and amendment thereto recorded August 11, 2010, in Official records Book 47297, Page 1506.

39. Environmental Resource Permit Notice recorded November 19, 2007, in Official Records Book 44826, Page 690.
40. Parking Easement Declaration by and between Miramar No. 1, LLC, a Florida limited liability company and Gene Haskin and 2351 Palm Avenue, LLC, a New York limited liability company recorded in Official Records Book 45529, Page 608 and rerecorded to correct the legal description in Official Records Book 47003, pages 1162 and 1168.
41. Terms obligations and provisions of that certain Default Final Judgment in favor of South Florida Water Management District recorded in Official Records Book 47912, Page 176; as affected by Partial Satisfaction of Judgment recorded in Instrument #112747067 of the Public Records of Broward County, Florida.
42. Terms, conditions, and provisions of Notice of Environmental Resource or Surface Water Management Permit, recorded in Official Records Book 49297, Page 925.
43. Matters shown on Survey prepared by Richard H. Smith, Inc., Project No. 1520, dated March 5, 2015, as well as shown on Surveyor's Report(s) and Certification(s) executed by Richard H. Smith.
44. Rights or claims of Mirabella Townhome Association, Inc. which is in possession of the tot lot, outbuilding and pool located on portions of the land which are common areas.
45. All easements and other instruments with respect to the Property as may be recorded by Developer/Grantor under the Declaration. All laws, ordinance, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use, and environmental ordinances and regulations.
46. All laws, and all restrictions, covenants, conditions, limitations, matters, agreements, reservations, easements, terms and other provisions imposed by the Master Covenants, Master Declaration, Declaration or contained or referred to in any condominium document (and any other document that Grantor in its sole discretion believes to be necessary or appropriate) that are recorded, now or at any time on or after the date of this Deed by Grantor, in the Public Records of Broward County, Florida.

Notwithstanding the inclusion of any matter on this Exhibit "A," if such matter has been terminated of record, the inclusion of such matter on this Exhibit A shall not act to reestablish such matter.