



City of Coral Gables Planning Division Application

305.460.5211

planning@coralgables.com

www.coralgables.com

Application request

The undersigned applicant(s)/agent(s)/property owner(s) request City of Coral Gables consideration and review of the following application(s) (please check all that apply):

- ☐ Abandonment and Vacations
- ☐ Annexation
- ☒ Comprehensive Plan Map Amendment - Small Scale
- ☐ Comprehensive Plan Map Amendment - Large Scale
- ☐ Comprehensive Plan Text Amendment
- ☐ Conditional Use - Administrative Review
- ☐ Conditional Use with Site Plan
- ☐ Conditional Use without Site Plan
- ☐ Coral Gables Mediterranean Architectural Design Special Locational Site Plan
- ☐ Development Agreement
- ☐ Development of Regional Impact
- ☐ Development of Regional Impact - Notice of Proposed Change
- ☐ Mixed Use Site Plan
- ☐ Planned Area Development Designation and Site Plan
- ☐ Planned Area Development Major Amendment
- ☐ Restrictive Covenants and/or Easements
- ☐ Separation/Establishment of a Building Site
- ☐ Site Plan
- ☐ Subdivision Review for a Tentative Plat and Variance
- ☐ Transfer of Development Rights Receiving Site Plan
- ☐ University Campus District Modification to the Adopted Campus Master Plan
- ☒ Zoning Code Map Amendment
- ☐ Zoning Code Text Amendment
- ☐ Other: _____

General information

Street address of the subject property: 627 and 635 Anastasia Ave Coral Gables Florida 33134

Property/project name: Terraces at Anastasia

Legal description: Lot(s) 15,16,17 and 18

Block(s) 33 Section (s) Coral Gables Biltmore

Property owner(s): The Terraces at Anastasia LLC

Property owner(s) mailing address: 3750 S Dixie Hwy, Penthouse suite 1 Miami Florida 33133305

Telephone: Business 305-323-6863

Fax _____

Other 305-746-0880

Email jorge.lopez3@cornerstonegrp.com.



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Applicant(s)/agent(s): Joe Jimenez

Applicant(s)/agent(s) mailing address: 2020 Salzedo Street Ste 102 Coral Gables Florida 22134

Telephone: Business 305-905-5302

Fax _____

Other _____

Email joe@jmz-group.com

Property information

Current land use classification(s): Religious or Institutional

Current zoning classification(s): MF3 and Special Use

Proposed land use classification(s) (if applicable): Multi-Family Low Density

Proposed zoning classification(s) (if applicable): Multi-Family 3

Supporting information (to be completed by Planning Staff)

A Preapplication Conference is required with the Planning Division in advance of application submittal to determine the information necessary to be filed with the application(s). Please refer to the Planning Division Development Review Process Handbook, Section 3.0, for an explanation of each item. If necessary, attach additional sheets to application. The Planning Division reserves the right to request additional information as necessary throughout the entire review process.

- ☐ Aerial.
- ☒ Affidavit providing for property owner's authorization to process application.
- ☐ Annexation supporting materials.
- ☐ Application fees.
- ☒ Application representation and contact information.
- ☐ Appraisal.
- ☐ Architectural/building elevations.
- ☐ Art in Public Places plan or statement.
- ☐ Building floor plans.
- ☐ Comprehensive Plan analysis.
- ☐ Comprehensive Plan text amendment justification.
- ☐ Concurrency impact statement.
- ☐ Encroachments plan.
- ☐ Environmental assessment.
- ☐ Historic contextual study and/or historical significance determination.
- ☐ Landscape plan.
- ☐ Lighting plan.
- ☐ Massing model and/or 3D computer model.
- ☐ City of Coral Gables Annual Registration Application and Issue Application Lobbyist forms.
- ☐ Ordinances, resolutions, covenants, development agreements, etc. previously granted for the property.
- ☐ Parking study.
- ☒ Photographs of property, adjacent uses and/or streetscape.
- ☐ Plat.



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- ☒ Property owners list, notification radius map and two sets of labels.
- ☒ Property survey and legal description.
- ☐ Public Realm Improvements Plan for mixed use projects.
- ☐ Public school preliminary concurrency analysis (residential land use/zoning applications only).
- ☐ Sign master plan.
- ☒ Site plan and supporting information.
- ☒ Statement of use and/or cover letter.
- ☐ Streetscape master plan.
- ☐ Traffic accumulation assessment.
- ☐ Traffic impact statement.
- ☐ Traffic impact study.
- ☐ Traffic stacking analysis.
- ☐ Utilities consent.
- ☐ Utilities location plan.
- ☐ Vegetation survey.
- ☐ Video of the subject property.
- ☒ Warranty Deed.
- ☐ Zoning Analysis (Preliminary).
- ☐ Zoning Code text amendment justification.
- ☐ Other: _____

Application submittal requirements

1. Hard copies. The number of application binders to be submitted shall be determined by Staff at the preapplication meeting. The application shall include all the items identified in the preapplication meeting.
2. Digital media copy. One (1) thumb-drive of the entire application including all items identified in the Preapplication Conference. Each document shall be separated into PDF files (i.e., application; site plan, landscape plan; etc.). Please include a "Table of Contents" identifying all PDF file name(s). Each PDF file size shall not exceed 10 MB.

Applicant/agent/property owner affirmation and consent

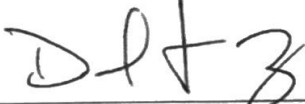
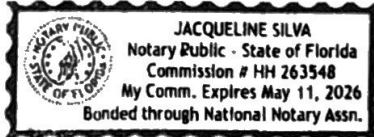
(I) (We) affirm and certify to all of the following:

1. Submission of the following:
 - a. Warranty deed/tax record as proof of ownership for all properties considered as a part of the application request; or
 - b. Authorized as the applicant(s)/agent(s) identified herein to file this application and act on behalf of all current property owner(s) and modify any valid City of Coral Gables entitlements in effect during the entire review process.
2. This request, application, application supporting materials and all future supporting materials complies with all provisions and regulations of the Zoning Code, Comprehensive Land Use Plan and Code of Ordinances of the City of Coral Gables unless identified and approved as a part of this application request or other previously approved applications. Applicant understands that any violation of these provisions renders the application invalid.
3. That all the information contained in this application and all documentation submitted herewith is true to the best of (my) (our) knowledge and belief.
4. Understand that the application, all attachments and fees become a part of the official records of the City of Coral Gables and are not returnable.



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5. Failure to provide the information necessary pursuant to the established time frames included but not limited to application submittal, submission of revised documents, etc. for review by City Staff and the designated reviewing entity may cause application to be deferred without further review until such time the requested information is submitted.
6. All representatives of the application have registered with and completed lobbyist forms for the City of Coral Gables City Clerk's office.
7. Understand that under Florida Law, all the information submitted as part of the application are public records.
8. Additional costs in addition to the application fees may be assessed associated with the review of applications by the City. These are costs that may be incurred by the applicant due to consultant fees paid by City to review the application. The types of reviews that could be conducted may include but are not limited to the following: property appraisals; traffic impact analyses; vegetation/environmental assessments; archeological/historic assessments; market studies; engineering studies or reports; and legal fees. Such fees will be assessed upon finalization of the City application review.

Property owner(s) signature(s): 	Property owner(s) print name: DANIEL LOPEZ
Property owner(s) signature(s): 	Property owner(s) print name: JORGE LUIS LOPEZ
Property owner(s) signature(s):	Property owner(s) print name:
Address: 3750 South Dixie Hwy PH Miami Florida 33133	
Telephone: 305-746-0880	Fax:
Email: daniel.lopez@cornerstonegrp.com	
NOTARIZATION	
STATE OF FLORIDA/COUNTY OF The foregoing instrument was acknowledged before me this <u>18</u> day of <u>August</u> <u>2006</u> by <u>Daniel Lopez</u> (Signature of Notary Public - State of Florida) <u>Jorge Luis Lopez</u>	
 Jacqueline Silva	
(Print, Type or Stamp Commissioned Name of Notary Public) ☒ Personally Known OR ☐ Produced Identification; Type of Identification Produced _____	



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Contract Purchaser(s) Signature:		Contract Purchaser(s) Print Name:	
Contract Purchaser(s) Signature:		Contract Purchaser(s) Print Name:	
Address:			
Telephone:	Fax:	Email:	
NOTARIZATION			
STATE OF FLORIDA/COUNTY OF _____			
The foregoing instrument was acknowledged before me this _____ day of _____ by _____			
(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 _____			
Applicant(s)/Agent(s) Signature:		Applicant(s)/Agent(s) Print Name:	
		Joe Jimenez	
Address: 2020 Salgado St. #102 Coral Gables FL 33134			
Telephone: 305-5302	Fax: —	Email: joe@jimz-group.com	
NOTARIZATION			
STATE OF FLORIDA/COUNTY OF _____			
The foregoing instrument was acknowledged before me this 12 th day of August by Joe Jimenez			
(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 _____			

September 2014



LOBBYIST REGISTRATION CERTIFICATE
CITY OF CORAL GABLES
CITY CLERK'S OFFICE

405 Biltmore Way - Coral Gables, FL 33134
305-460-5210 cityclerk@coralgables.com

LOBBYIST NAME: Joe Jimenez

LOBBYIST ADDRESS: 2020 Salzedo Street, Suite 102, Coral Gables, FL 33134

PRINCIPAL NAME: Joe Jimenez

PRINCIPAL ADDRESS: 2020 Salzedo Street, Coral Gables, FL 33134

PRINCIPAL ISSUE: AIPP Approval; Site Plan Revision; New Construction; FLUM Amendment, Zoning Map Amendment, new construction

REGISTERED DATE: 6/26/2025

EXPIRATION DATE: 12/31/2025

State of Florida, City of Coral Gables
I HEREBY CERTIFY, that the foregoing is an official copy
of a lobbyist record electronically filed in this office.

This 6th day of June AD 2025

Billy Y Urquia, City Clerk

OATH

I do solemnly swear that all facts contained on this Annual Lobbyist Registration form and principal

are true and correct; and that I have read and am familiar with the Ordinance 2017-44 of the Code of City of Coral Gables.



ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.



5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.



DEFENSE OF COVERED CLAIMS

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

First American Title Insurance Company

Sally F. Tyler, President

Lisa W. Cornehl, Secretary

For Reference:

File #: 25-0140

Loan #: N/A

Policy #: 50140212-0262303e

Issued By:

Clear Title Services, Inc.

1111 Kane Concourse, Suite 209
Bay Harbor Islands, FL 33154



EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.



CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i.
 - (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.



- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be



necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

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

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

- a. *To Pay or Tender Payment of the Amount of Insurance*
To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.
- b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*
 - i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or





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

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
 - i. the Amount of Insurance; or
 - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.





10. REDUCTION OR TERMINATION OF INSURANCE

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

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

16. CHOICE OF LAW AND CHOICE OF FORUM

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



The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

18. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*
- c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.



Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Issuing Agent: Clear Title Services, Inc.

Issuing Office: 1111 Kane Concourse, Suite 209
Bay Harbor Islands, FL 33154

Issuing Office's ALTA® Registry ID: 1048214

Issuing Office File Number: 25-0140

Property Address: 627 Anastasia Avenue, Coral Gables, FL 33134 and 635 Anastasia Avenue, Coral Gables, FL 33134

SCHEDULE A

Name and Address of Title Insurance Company: First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707

Policy Number: 50140212-0262303e

Amount of Insurance: \$4,500,000.00

Date of Policy: July 17, 2025 at 02:36pm or recording date of the insured instrument, whichever is later

1. The Insured is:
THE TERRACES AT ANASTASIA, LLC, a Florida Limited Liability Company
2. The estate or interest in the Land insured by this policy is:
Property 1: Fee Simple
Property 2: fee simple
3. The Title is vested in:
THE TERRACES AT ANASTASIA, LLC, a Florida Limited Liability Company
4. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

Clear Title Services, Inc.

By: _____
Authorized Signatory



SCHEDULE B

Policy Number: 50140212-0262303e

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.
2. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of CORAL GABLES COUNTRY CLUB SECTION PART SIX, as recorded in Plat Book 20, Page(s) 1, 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).
3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of CORAL GABLES BILTMORE SECTION, as recorded in Plat Book 20, Page(s) 28, 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).
4. Rear and side lot utility easement reservations as set forth in Article 16 in Deeds recorded in Deed Book 877, at Page 274; Deed Book 877, at Page 276; Deed [Book 1109, at Page 467](#) ; Deed [Book 1217, at Page 259](#) ; Deed [Book 1217, at Page 265](#) ; Deed [Book 1268, at Page 370](#) ; Deed [Book 1304, at Page 9](#) ; and Deed [Book 1305, at Page 433](#) .
5. Easement granted to South Atlantic Telephone and Telegraph Company, filed April 3, 1926, in Deed [Book 839, at Page 106](#) , as assigned to Southern Bell Telephone and Telegraph Company by Deed, filed December 31, 1924, in Deed [Book 506, at Page 37](#) .
6. Easement granted to Utilities Land Company, filed April 2, 1926, in Deed [Book 939, at Page 433](#) , as assigned to Consumers Water Company by Deed, filed September 24, 1926, in Deed [Book 1004, at Page 499](#) .
7. Easement granted to Utilities Land Company, filed April 2, 1926, in Deed [Book 939, at Page 435](#) , as assigned to Florida Power and Light Company, by Deed filed September 24, 1926, in Deed [Book 1004, at Page 496](#) .



8. Declaration of Restrictive Covenant, filed October 10, 1984, in Official Records [Book 12291, at Page 1257](#).
9. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
10. Survey prepared by Survey Pros, Inc., dated March 10, 2025, under Job No. 250312338 (as to Lots 15 & 16) & 250312337 (as to Lots 17 & 18), shows the following:
(As to Lots 15 & 16)
 - a. Fence ownership is not determined.
 - b. Overhead Utility Line encroaches on the North side.
 - c. Asphalt encroaches on the South and West side.
(As to Lots 17 & 18)
 - a. Fence ownership is not determined.
 - b. Overhead Utility Line encroaches on the North side.
 - c. Asphalt encroaches on the South and East side.
 - d. overhead utility lines run from northerly property line to two story C.B.S. not located within a recorded easement (as to lot 18); AND overhead utility lines along northerly and westerly property lines not located within a recorded easement; 3' easements along the West and East side lot lines of lot 18; 3' easement runs through covered area and asphalt on the East side lot line of Lot 18; overhead utility line along westerly property lines encroaches onto property adjacent to the west (as to lot 17); The 3' easement runs through the existing building.
11. Conditions and Restrictions as contained in the Special Warranty Deed recorded July 17, 2025, in Official Records Book 34853, Page 4829, Public Records of Miami-Dade County, Florida.
12. Note: All of the recording information contained herein refers to the Public Records of MIAMI-DADE 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.



File No.: 25-0140

The Land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

Property 1: Lots 15 and 16, Block 33, CORAL GABLES BILTMORE SECTION, according to the Plat thereof, as recorded in Plat Book 20, at Page 28, of the Public Records of Miami-Dade County, Florida.

Property 2: Lots 17 and 18, Block 33, CORAL GABLES BILTMORE SECTION, according to the Plat thereof, as recorded in Plat Book 20, at Page 28, of the Public Records of Miami-Dade County, Florida.



First American Title™

**RESTRICTIONS, ENCROACHMENTS, MINERALS ENDORSEMENT – OWNER’S POLICY –
UNIMPROVED LAND**

(with Florida Modifications)

Issued by

First American Title Insurance Company

Attached to Policy No.: 50140212-0262303e

File No.: 25-0140

The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

The Company insures the insured against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B.
 - (a) Present violations on the land of any enforceable covenants, conditions or restrictions.
 - (b) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land; (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; or (iii) provides a right of reentry, possibility of reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions.
 - (c) Any encroachment onto the land of existing improvements located on adjoining land.
 - (d) Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
2. Damage to buildings constructed on the land after Date of Policy resulting from the future exercise of any right existing at Date of Policy to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraph 1(a), the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

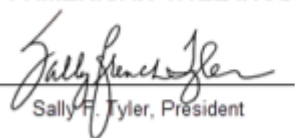
The failure to expressly except any matter delineated in paragraphs 1(a),(b) or (d) of this endorsement constitutes the Company's agreement to indemnify against loss or damage resulting from any matters delineated in paragraphs 1(a),(b) or (d) only and provides no coverage for any other matters set forth in the covenants, conditions and restrictions.

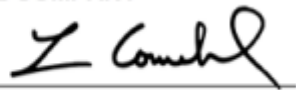
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

This endorsement shall not be valid or binding unless countersigned by a duly authorized officer or agent of the Company.

Date: **July 17, 2025**

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Sally F. Tyler, President

By: 
Lisa W. Cornehl, Secretary



By: _____
Authorized Countersignature



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Clear Title Services, Inc.

Issuing Office:

Issuing Office's ALTA® Registry ID:

Commitment Number: 110652367

Issuing Office File Number: 25-0140

Property Address: 627 ANASTASIA AVENUE, CORAL GABLES, FL 33134

Revision Number: 5

SCHEDULE A

1. Commitment Date: June 15, 2025 at 8:00 a.m.
2. Policy to be issued:
 - a. ☒ ALTA® Owner's Policy
Proposed Insured: THE TERRACES AT ANASTASIA, LLC, LLC, a Florida limited liability company
Proposed Amount of Insurance: \$5,000,000.00
The estate or interest to be insured: See Item 3 below
 - b. ☐ ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
 - c. ☐ ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

THE UNIVERSITY BAPTIST CHURCH OF CORAL GABLES, INC., a Florida non-profit corporation a/k/a
UNIVERSITY BAPTIST CHURCH OF CORAL GABLES, INC., a Florida non-profit corporation
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Clear Title Services, Inc.

By: _____
Authorized Signatory

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Issuing Office File Number: 25-0140

SCHEDULE B, PART 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 THE UNIVERSITY BAPTIST CHURCH OF CORAL GABLES, INC., a Florida non-profit corporation a/k/a UNIVERSITY BAPTIST CHURCH OF CORAL GABLES, INC., a Florida non-profit corporation, to THE TERRACES AT ANASTASIA, LLC, LLC, a Florida limited liability company. In connection with said deed, we will further require:
 - a) Production of a copy of the documents creating and governing ; e.g. articles of association, articles of incorporation and by-laws (the "Enabling Documents"), with an affidavit affixed thereto that they are true copies of the Enabling Documents and all amendments thereto, and that the Corporation has not been dissolved;
 - b) Certified copy of the resolution of the governing body of the corporation 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 document on behalf of the corporation;
 - c) Certified incumbency certificate showing the identity of the officers authorized to execute the conveyance on behalf of the corporation;
 - d) The Corporation must have been formed prior to the date of acquisition;
 - e) Current Certificate from the Secretary of State of the state of origin that said Corporation is active and current;
 - f) Satisfactory evidence of compliance with all requirements regarding conveying Corporation property contained in the Enabling Documents; and
 - g) The Company reserves the right to amend the commitment, including but not 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.

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5. 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.
6. 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.
7. This is a preliminary commitment that requires Company underwriting review and over-the-limit authorization. Accordingly, this commitment is not effective to bind the Company until the necessary approval is obtained and this Commitment may be subject to further requirements and/or exceptions as may then be deemed necessary.
8. 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.
9. Proof of payment of taxes and assessments for the year 2024, and prior years, plus any penalties and interest.
10. Satisfactory evidence must be furnished as to the proper organization of THE TERRACES AT ANASTASIA, LLC, a Florida limited liability company, prior to closing this transaction, together with proof as to the current status of said limited liability company in its state of origin. The Company reserves the right to make such additional requirements as it may deem necessary.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2024 taxes show **PAID**. The gross amount is \$280.00 for Tax Identification No. 03-4117-008-5210. (As to Lots 15 & 16)

Note: The following is for informational purposes only and is given without assurance or guarantee: 2024 taxes show **PAID**. The gross amount is \$280.00 for Tax Identification No. 03-4117-008-5220. (As to Lots 17 & 18)

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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.

NOTE: INTENTIONALLY DELETED.

NOTE: Florida Statutes, Sections 692.201-692.205, "Conveyances to Foreign Entities" (the "Statute"), effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. Pursuant to such Statute, at the time of purchase of real property in Florida, each Buyer must provide an Affidavit that the proposed Insured is not a foreign principal from a foreign country of concern that is restricted from acquiring the Land set forth on Schedule A. In compliance with the statute, Florida Real Estate Commission adopted Rule 61J2-10.200, F.A.C., which established the approved forms for such Affidavits (one for natural persons and one for entities). These affidavits will be provided upon request. Any loss or damage incurred as a result of a violation of this Statute is excluded from coverage under the terms of a title insurance policy. Further, the Company will not knowingly close or insure a transaction that violates this Statute.

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Issuing Office File Number: 25-0140

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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. Any minerals or mineral rights leased, granted or retained by current or prior owners, "without right of entry".
8. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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 CORAL GABLES COUNTRY CLUB SECTION PART SIX, as recorded in Plat Book 20, Page(s) 1, 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 CORAL GABLES BILTMORE SECTION, as recorded in Plat Book 20, Page(s) 28, 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. Rear and side lot utility easement reservations as set forth in Article 16 in Deeds recorded in Deed Book 877, at Page 274; Deed Book 877, at Page 276; Deed Book 1109, at Page 467; Deed Book 1217, at Page 259; Deed Book 1217, at Page 265; Deed Book 1268, at Page 370; Deed Book 1304, at Page 9; and Deed Book 1305, at Page 433.
12. Easement granted to South Atlantic Telephone and Telegraph Company, filed April 3, 1926, in Deed Book 839, at Page 106, as assigned to Southern Bell Telephone and Telegraph Company by Deed, filed December 31, 1924, in Deed Book 506, at Page 37.
13. Easement granted to Utilities Land Company, filed April 2, 1926, in Deed Book 939, at Page 433, as assigned to Consumers Water Company by Deed, filed September 24, 1926, in Deed Book 1004, at Page 499.
14. Easement granted to Utilities Land Company, filed April 2, 1926, in Deed Book 939, at Page 435, as assigned to Florida Power and Light Company, by Deed filed September 24, 1926, in Deed Book 1004, at Page 496.

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15. Declaration of Restrictive Covenant, filed October 10, 1984, in Official Records Book 12291, at Page 1257.
16. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
17. Survey prepared by Survey Pros, Inc., dated March 10, 2025, under Job No. 250312338 (as to Lots 15 & 16) & 250312337 (as to Lots 17 & 18), shows the following:

(As to Lots 15 & 16)

- a. Fence ownership is not determined.
- b. Overhead Utility Line encroaches on the North side.
- c. Asphalt encroaches on the South and West side.

NOTE: This is a preliminary reading as the survey must be properly certified.

(As to Lots 17 & 18)

- a. Fence ownership is not determined.
- b. Overhead Utility Line encroaches on the North side.
- c. Asphalt encroaches on the South and East side.
- d. overhead utility lines run from northerly property line to two story C.B.S. not located within a recorded easement (as to lot 18); AND overhead utility lines along northerly and westerly property lines not located within a recorded easement; 3' easements along the West and East side lot lines of lot 18; 3' easement runs through covered area and asphalt on the East side lot line of Lot 18; overhead utility line along westerly property lines encroaches onto property adjacent to the west (as to lot 17); The 3' easement runs through the existing building.

NOTE: This is a preliminary reading as the survey must be properly certified.

Searched by: Marsol Torres/Commercial Title Examiner - - matorres@firstam.com

Note: All of the recording information contained herein refers to the Public Records of MIAMI-DADE 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.

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First American Title Insurance Company
PO Box 776123
Chicago, IL 60677-6123
Phn - (727)549-3200
Fax - (866)265-4386

July 02, 2025

Re: File #110652367

Property Address: 627 ANASTASIA AVENUE, CORAL GABLES, FL 33134

REISSUE CREDIT NOTICE

Issued by

First American Title Insurance Company

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

REFINANCE TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

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EXHIBIT A

The Land referred to herein below is situated in the County of MIAMI-DADE, State of Florida, and is described as follows:

Lots 15, 16, 17 and 18, Block 33, CORAL GABLES BILTMORE SECTION, according to the Plat thereof, as recorded in Plat Book 20, at Page 28, of the Public Records of Miami-Dade County, Florida.

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ALTA 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 EXTRACONTRACTUAL 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY


Sally F. Tyler, President


Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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; and
- f. Schedule B, Part II—Exceptions; and

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- 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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.

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- 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 IS 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 closing, settlement, escrow, or any other purpose.
- 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.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. ARBITRATION**
The Policy contains an arbitration clause as follows:
- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
 - b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*
 - c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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This Instrument Was Prepared By:
Arthur J. Menor, Esquire
Shutts & Bowen LLP
1100 CityPlace Tower
525 Okeechobee Blvd.
West Palm Beach, Florida 33401
Property Appraisers Parcel
Identification (Folio) Number:
03-4117-008-5210
03-4117-008-5220

After Recording Return to:
Andrew Feldman, Esq.
Clear Title Services, Inc.
1111 Kane Concourse, Suite 209
Bay Harbor Islands, FL 33154
File No.: 25-0140

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "**Deed**"), executed as of the 11th day of July, 2025, by **THE UNIVERSITY BAPTIST CHURCH OF CORAL GABLES, INC.**, a Florida not-for-profit corporation, a/k/a UNIVERSITY BAPTIST CHURCH OF CORAL GABLES, INC., a Florida not-for-profit corporation (the "**Grantor**"), whose mailing address is 624 Anastasia Avenue, Coral Gables, Florida 33134, to **THE TERRACES AT ANASTASIA, LLC**, a Florida limited liability company, whose mailing address is 3750 S. Dixie Highway, Suite Penthouse, Miami, Florida 33133 (the "**Grantee**").

WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, and sold to Grantee and Grantee's heirs and assigns forever, the real property situate, lying, and being in Miami-Dade County, Florida, and described in **EXHIBIT "A"** attached to this Deed (the "**Property**").

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

This conveyance is made subject to all matters of record.

And Grantor covenants with Grantee that, at the time of the delivery of this Deed the Property was free from all encumbrances made by Grantor, and that Grantor hereby specially warrants the title to the Property and will defend it against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise.

RESTRICTIVE COVENANT AS TO PROHIBITED USES

A. **Prohibited Uses.** Grantee shall not use the Property (or any portion thereof), permit or consent to the use of the Property (or any portion thereof), enter into any lease of the Property (or any portion thereof) permitting the use of the Property (or any portion thereof), or consent to any assignment or sublease of the Property (or any portion thereof) permitting the use of the Property (or any portion thereof) other than in accordance with applicable laws, and in addition, for any of the uses listed in **EXHIBIT "B"** attached to this Deed shall constitute a covenant running with the land.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:

THE UNIVERSITY BAPTIST CHURCH OF
CORAL GABLES, INC., a Florida not-for-profit
corporation



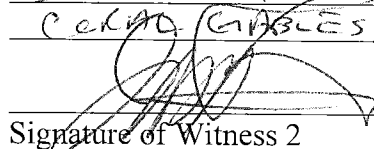
Signature of Witness 1

SANTHEZ, CARLOS,

Print name of Witness 1

Address of Witness 1:

595 BILTMORE WAY
CORAL GABLES 33134



Signature of Witness 2

Jose A. Rios, MD.

Print name of Witness 2

Address of Witness 2:

650 Valencia Ave, #304
Coral Gables, FL 33134

By: 

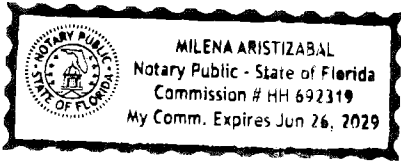
William W. White, President

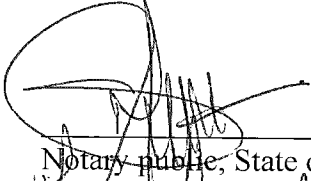
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of July, 2025, by WILLIAM W. WHITE, as President of THE UNIVERSITY BAPTIST CHURCH OF CORAL GABLES, INC., a Florida not-for-profit corporation, on its behalf, who ☐ is personally known to me or ☒ has produced DRIVER LICENSE as identification.

(NOTARY SEAL)





Notary public, State of Florida
Name: Milena Aristizabal
My commission expires: Jun 26 2029
Serial No.: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 15, 16, 17, and 18, Block 33, CORAL GABLES BILTMORE SECTION, according to the Plat thereof, as recorded in Plat Book 20, at Page 28, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

PROHIBITED USES

- (1) Any use which emits or results in strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse, other than the demolition of existing structures and construction of new townhouse units;
- (2) Any operation primarily used as a storage facility and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;
- (3) Any "second hand" store or "surplus" store, or a store primarily selling merchandise which is classed as "odd lot," "close out," "clearance," "discontinued," "cancellation," "second," "factory reject," "sample," "floor model," "demonstrator," "obsolescent," "over stock," "distressed," "bankruptcy," "fire sale" or "damaged";
- (4) Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);
- (5) Any dumping, disposing, incineration, or reduction of garbage (exclusive of trash compactors or trash containers located near the rear of any building);
- (6) Any fire sale, bankruptcy sale (unless pursuant to a court order), auction house operation, fictitious going-out-of-business sale, lost-our-lease sale or similarly advertised event;
- (7) Any laundry, dry cleaning, or laundromat;
- (8) Any automobile, truck, trailer, boat, or recreational vehicle sales, leasing, display or body shop repair operation;
- (9) Any bowling alley or skating rink;
- (10) Intentionally left blank;
- (11) Any mortuary or funeral home;
- (12) Any "Pornographic Use", which shall include, without limitation: (x) a store displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature; or (y) a store offering for exhibition, sale or rental video discs or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 or "X" or unrated by the Motion Picture Rating Association, or any successor thereto or massage parlor; or (z) a gentlemen's club or similar adult entertainment establishment;

- (13) Any so-called “head shop”, or other establishment selling or exhibiting drug-related paraphernalia;
- (14) Any bar, tavern, or other establishment selling alcoholic beverages for on- or off-premises consumption;
- (15) Any catering or banquet hall;
- (16) Any flea market, amusement or video arcade, pool or billiard hall, night club, discotheque, or dance hall;
- (17) Intentionally left blank;
- (18) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines; video poker/black-jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the occupant;
- (19) Any car wash, automobile repair shop, or any business servicing motor vehicles in any respect, including, without limitation, any quick lube oil change service, tire center or gasoline or service station or facility;
- (20) Any unlawful use;
- (21) Any pawn shop, gun shop, or tattoo parlor;
- (22) intentionally left blank;
- (23) Any carnival, amusement park or circus;
- (24) Any pain management clinic;
- (25) Any supermarket;
- (26) Intentionally left blank;
- (27) Any hotel/motel use;
- (28) Intentionally left blank;
- (29) Any veterinary office (including the incidental use for animal raising or boarding facilities);
- (30) Any karate center;
- (31) Any movie theater;

- (32) Intentionally left blank;
- (33) Any beauty parlor or nail salon;
- (34) Any health spa, exercise facility, or similar type business; or
- (35) Any use that is morally objectionable under prevailing community standards.

176

ORDINANCE NO. 2455

AN ORDINANCE AMENDING ORDINANCE NO. 1525, AS AMENDED, AND KNOWN AS THE "ZONING CODE", BY DEALING WITH A CHANGE OF ZONING ON LOT 9, LESS THE NORTH 20 FEET AND ALL OF LOTS 10, 11, 15, 16, 17 AND 18, BLOCK 33, BILTMORE SECTION, CORAL GABLES, DADE COUNTY, FLORIDA; AND REPEALING ALL ORDINANCES INCONSISTENT HERewith.

WHEREAS, an application was made for a change of zoning on Lot 9, less the North 20 feet and all of Lots 10 and 11, Block 33, Biltmore Section from D-10 Duplex Use (2127 minimum square foot floor area) to SD-10 Duplex Use (2127 minimum square foot floor area) and on Lots 15, 16, 17 and 18, Block 33, Biltmore Section from A-17 Apartment Use (3409 minimum square foot floor area) to SA-17 Apartment Use (3409 minimum square foot floor area). The letter symbol "S" to permit use for general Church purposes; and

WHEREAS, after notice of public hearing duly published and notification of all property owners of record within three hundred (300) feet, a public hearing was held before the Planning and Zoning Board of the City of Coral Gables on January 17, 1983 at which hearing all interested persons were afforded an opportunity to be heard; and

WHEREAS, the Planning and Zoning Board, at its regular meeting of January 17, 1983 recommended that the applicant's request be approved subject to a Unity of Title being filed tying all the Church property together as one tract of land;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. That Ordinance No. 1525, as amended, and known as the "Zoning Code", and in particular, that certain Use and Area Map Plate No. 6, attached thereto and by reference made a part thereof, shall be, and the same is hereby amended to show henceforth a change of zoning on Lot 9, less the North 20 feet and all of Lots 10 and 11, Block 33, Biltmore Section, from D-10 Duplex Use (2127 minimum square foot floor area) to SD-10 Duplex Use (2127 minimum square foot floor area) and on Lots 15, 16, 17 and 18, Block 33, Biltmore Section from A-17 Apartment Use (3409 minimum square foot floor area) to SA-17 Apartment Use (3409 minimum square foot floor area). The letter symbol "S" to permit use for general Church purposes.

SECTION 2. That such use and change of zoning shall be and the same is hereby subject to the following conditions and restrictions:

1. That the existing duplex residential structure located on Lot 9, less the North 20 feet and all of Lots 10 and 11, Block 33, Biltmore Section shall be maintained in its duplex residential character until Lot 8 and the North 20 feet of Lot 9, Block 33, Biltmore Section are purchased and changed architecturally by the University Baptist Church.
2. That a Unity of Title shall be filed incorporating Lot 9, less the north 20 feet and Lots 10, 11, 15, 16, 17 and 18, Block 33, Biltmore Section with the University Baptist Church located on Lots 1 through 18, inclusive, Block 116, Country Club Section Part 6, which shall be held together as one tract of land and providing that no part or parcel shall be conveyed or mortgaged separate or apart therefrom.

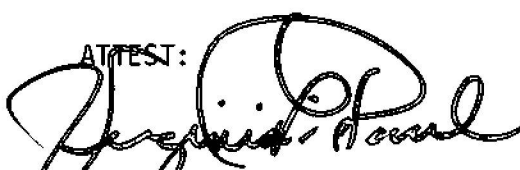
SECTION 3. That all ordinances or parts of ordinances inconsistent or in conflict herewith shall be and the same are hereby repealed insofar as there is conflict or inconsistency.

PASSED AND ADOPTED THIS EIGHTH DAY OF FEBRUARY, A.D., 1983.

APPROVED:


WILLIAM H. CHAPMAN
MAYOR

ATTEST:


VIRGINIA L. PAUL
CITY CLERK



August 26, 2025

VIA E-MAIL TRANSMISSION

Jennifer Garcia, AICP, CNU-A
City of Coral Gables
Planning & Zoning Director
Development Services
427 Biltmore Way, Coral Gables, FL 33134

Re: *Letter of Intent for Planning Board Conceptual Review of Developer's Request for a Comprehensive Plan Map and Zoning Code Map Amendment of 627 Anastasia Ave (Folio # 03-4117-008-5210) & 635 Anastasia Ave (Folio # 03-4117-008-5220) (collectively, the "Property")*

Dear Ms. Garcia:

This firm represents The Terraces at Anastasia, LLC (the "Developer") and this letter serves as the Developer's request for a Conceptual Review of its application for Small Scale Comprehensive Plan Map Amendment and Zoning Code Map Amendment of the Property. The Property is located on the northeast corner of Anastasia Avenue and Cardena Street. The Property's legal description is Coral Gables Biltmore Section, Block 33, Lots 15-18.

In 2025, the Developer purchased the Property from the University Baptist Church of Coral Gables. Each parcel of the Property current multifamily residential use, with two buildings consisting of eight units.

The Comprehensive Plan designates the Property as Religious or Institutional. The Zoning Map designates the Property as Special Use. Additionally, 627 Anastasia is also designated MF-3 by the Zoning Map. The Developer is proposing a Comprehensive Plan Map Amendment and Zoning Code Map Amendment classifying the Property as Multi-Family Low Density and MF-3 respectively. The proposed amendments are consistent with every other surrounding property on the same block.

The Developer intends to develop the Property with eight townhomes fronting Anastasia Avenue with vehicular access from Cardena Street to a shared driveway lined with private garages.

Please do not hesitate to contact me with any questions you may have.

A handwritten signature in black ink, appearing to read 'Joe Jimenez'.

Joe Jimenez
JMZ Group

LEGEND

ABBREVIATIONS:

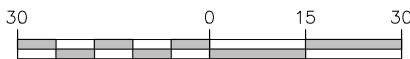
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GRAPHIC SCALE



MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

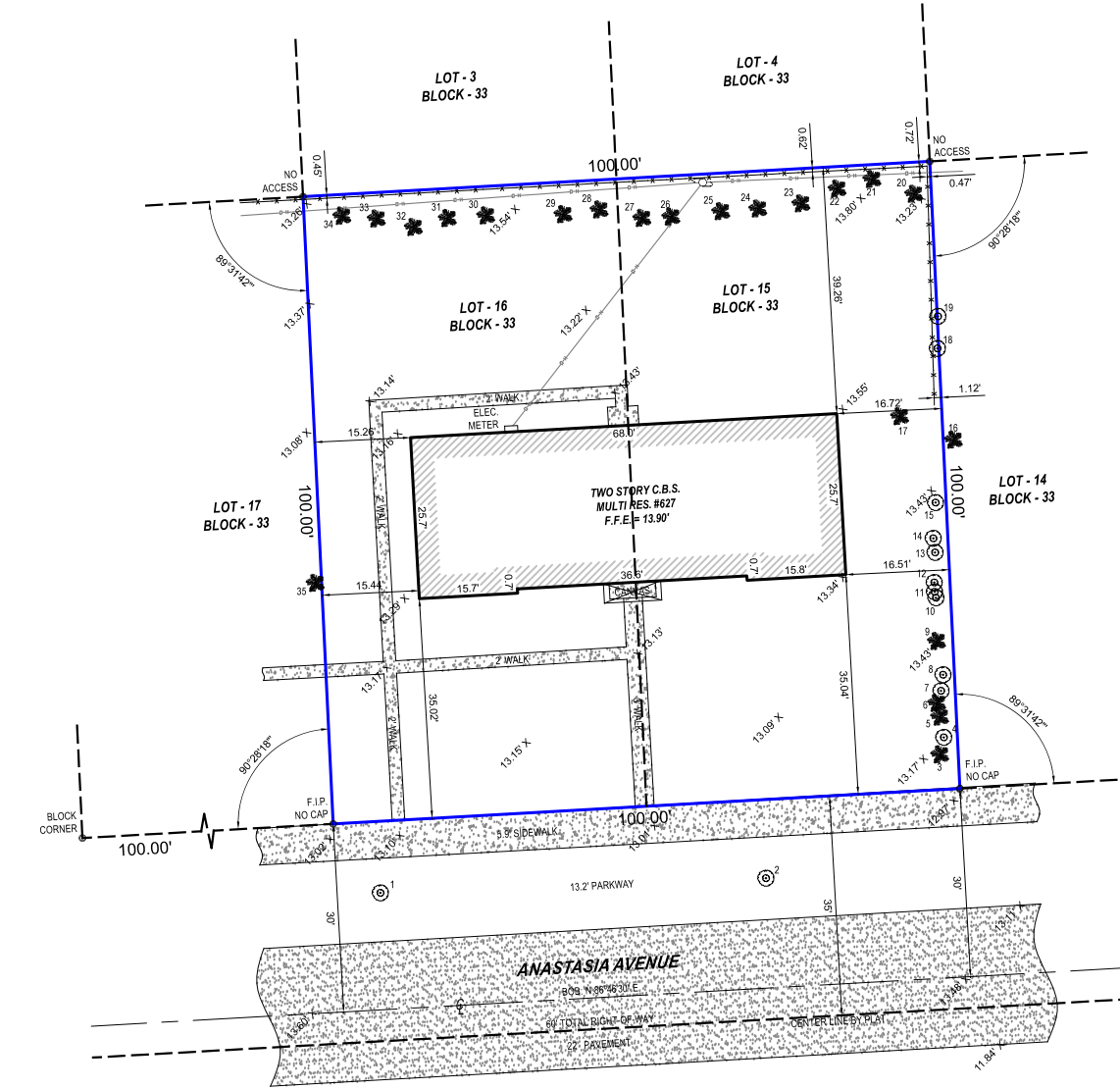
SCHEDULE B-II, EXCEPTIONS:

PREPARED BY: FIRST AMERICAN TITLE INSURANCE COMPANY
ISSUING OFFICE FILE NO.: 25-0140
COMMITMENT DATE: 02/27/2025

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TREE TABLE:

NO	COMMON NAME	DBH(ø)	HEIGHT	CANOPY
1	OAK	15"	35'	35'
2	MAHOGANY	36"	60'	60'
3	PALM	8"	20'	12'
4	TREE	8"	20'	15'
5	PALM	8"	20'	12'
6	PALM	3"	30'	6'
7	TREE	10"	30'	20'
8	TREE	8"	20'	15'
9	PALM	4"	30'	6'
10	TREE	8"	20'	15'
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15	TREE	10"	30'	20'
16	TREE	8"	25'	12'
17	TREE	4"	30'	6'
18	AVOCADO	24"	60'	40'
19	AVOCADO	12"	40'	25'
20	PALMS(10)	5"(ea)	30'(ea)	12'(ea)
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IN CASE OF A DISPUTE AN ARBORIST REPORT WILL GOVERN.

N. Del Vento

NICOLAS DEL VENTO
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA LIC. # 6945

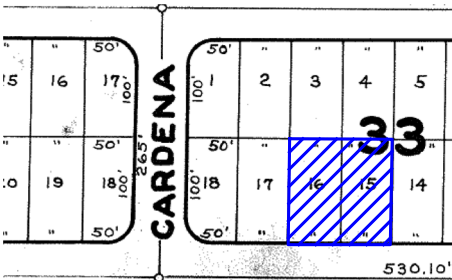
CERTIFICATE OF AUTHORIZATION # LB-8023

Survey Pros, Inc.

4348 SW 74TH AVENUE, MIAMI, FL. 33155
PH: (305) 767-6802 (main)
MIAMI-DADE | BROWARD | PALM BEACH | MONROE | HILLSBOROUGH | PINELLAS
www.survey-pros.com

LOCATION SKETCH:

NOT TO SCALE



PROPERTY ADDRESS:

627 ANASTASIA AVENUE, CORAL GABLES, FL. 33134

LEGAL DESCRIPTION:

LOTS 15 AND 16 IN BLOCK 33, OF CORAL GABLES, BILTMORE SECTION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 20, AT PAGE 28 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

FLOOD ZONE INFORMATION:

THE GRAPHICALLY DEPICTED BUILDING(S) SHOWN ON THIS MAP OF SURVEY IS WITHIN ZONE X BASE FLOOD ELEVATION N/A
COMMUNITY NAME & NUMBER CITY OF CORAL GABLES 120639
MAP & PANEL NUMBER 12086C0457 SUFFIX L

SURVEYOR'S NOTES:

1. ELEVATIONS WHEN SHOWN REFER TO 1929 NATIONAL GEODETIC VERTICAL DATUM (NGVD 1929).
2. NO ATTEMPT WAS MADE TO LOCATE FOOTINGS/FOUNDATIONS, OR UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED.
3. THE LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED IN REGARDS TO MATTERS OF INTEREST BY OTHER PARTIES, SUCH AS EASEMENTS, RIGHTS OF WAYS, RESERVATIONS, ETC. ONLY PLATTED EASEMENTS ARE SHOWN.
4. THIS SURVEY WAS PREPARED FOR AND CERTIFIED TO THE PARTY(IES) INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE WITHOUT WRITTEN CONSENT OF THIS FIRM.
5. ALL BOUNDARY LIMIT INDICATORS SET ARE STAMPED LB#8023.
6. THE BOUNDARY LIMITS ESTABLISHED ON THIS SURVEY ARE BASED ON THE LEGAL DESCRIPTION PROVIDED BY THE CLIENT OR ITS REPRESENTATIVE.
7. FENCE OWNERSHIP IS NOT DETERMINED. DIMENSIONS ARE TO THE INTERIOR PORTION OF THE FENCE.
8. ADDITIONS OR DELETIONS TO THIS SURVEY MAP AND/OR REPORT BY SOMEONE OTHER THAN THE SIGNING PARTY(IES) IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY(IES).
9. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. OTHERWISE THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY.
10. BEARINGS WHEN SHOWN ARE TO AN ASSUMED MERIDIAN AND BASED ON PLAT. THE CENTERLINE OF ANASTASIA AVENUE BEARS N 86°46'30" E.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY DIRECTION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTE.

CERTIFIED TO:

THE UNIVERSITY BAPTIST CHURCH OF CORAL GABLES, FL. A FLORIDA NON-PROFIT CORPORATION



DATE OF ORIGINAL FIELD WORK:
03/10/2025
JOB NUMBER: 250312338
DRAWN BY: ADRIEL
CAD FILE: THE UNIVERSITY
SHEET 1 OF 1
REVISION(S):

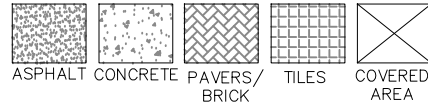
LEGEND

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GRAPHIC SCALE

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1"=30'

MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

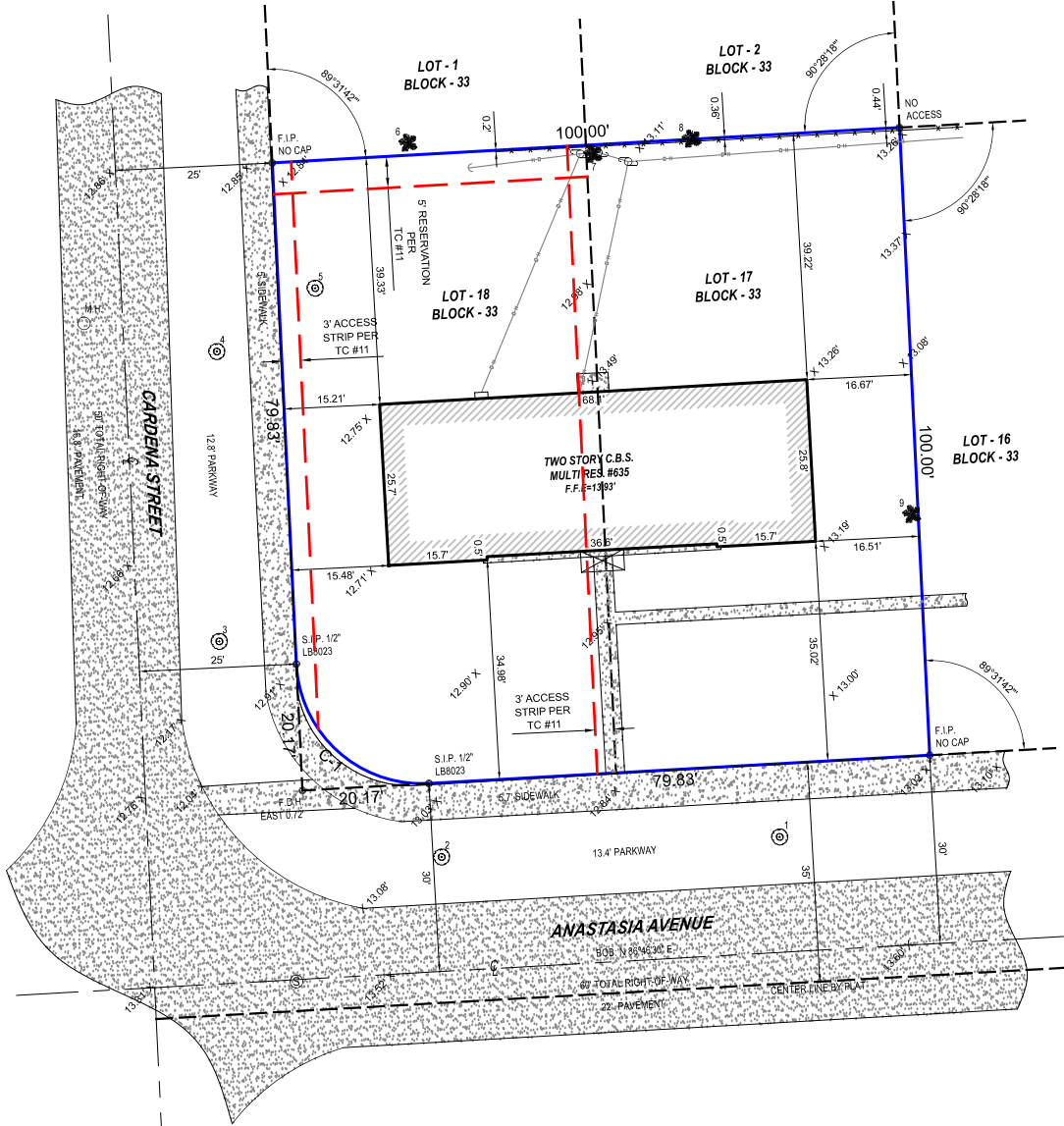
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ISSUING OFFICE FILE NO.: 25-0140
COMMITMENT DATE: 02/27/2025

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CURVE DETAILS:

C-1
R = 20'
AL = 31.58'
CL = 28.4'
CB = S 47°59'21" E
Δ = 90°28'17"



TREE TABLE:

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6	PALM	4"	30'	6'
7	PALM	4"	30'	6'
8	PALM	3"	20'	4'
9	PALM	4"	30'	8'

IN CASE OF A DISPUTE AN ARBORIST REPORT WILL GOVERN.

N. Del Vento

NICOLAS DEL VENTO
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA LIC. # 6945

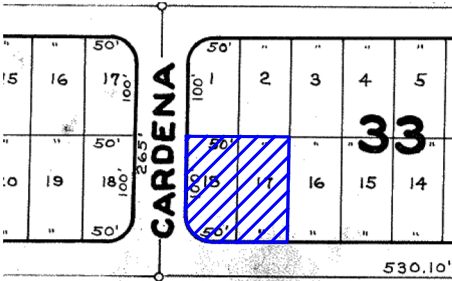
CERTIFICATE OF AUTHORIZATION # LB-8023

Survey Pros, Inc.

4348 SW 74TH AVENUE, MIAMI, FL. 33155
PH: (305) 767-6802 (main)
MIAMI-DADE | BROWARD | PALM BEACH | MONROE | HILLSBOROUGH | PINELLAS
www.survey-pros.com

LOCATION SKETCH:

NOT TO SCALE



PROPERTY ADDRESS:

635 ANASTASIA AVENUE, CORAL GABLES, FL. 33134

LEGAL DESCRIPTION:

LOTS 17 AND 18 IN BLOCK 33, OF CORAL GABLES, BILTMORE SECTION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 20, AT PAGE 28 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

FLOOD ZONE INFORMATION:

THE GRAPHICALLY DEPICTED BUILDING(S) SHOWN ON THIS MAP OF SURVEY IS WITHIN ZONE X BASE FLOOD ELEVATION N/A
COMMUNITY NAME & NUMBER CITY OF CORAL GABLES 120639
MAP & PANEL NUMBER 12086C0457 SUFFIX L

SURVEYOR'S NOTES:

- ELEVATIONS WHEN SHOWN REFER TO 1929 NATIONAL GEODETIC VERTICAL DATUM (NGVD 1929).
- NO ATTEMPT WAS MADE TO LOCATE FOOTINGS/FOUNDATIONS, OR UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED.
- THE LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED IN REGARDS TO MATTERS OF INTEREST BY OTHER PARTIES, SUCH AS EASEMENTS, RIGHTS OF WAYS, RESERVATIONS, ETC. ONLY PLATTED EASEMENTS ARE SHOWN.
- THIS SURVEY WAS PREPARED FOR AND CERTIFIED TO THE PARTY(IES) INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE WITHOUT WRITTEN CONSENT OF THIS FIRM.
- ALL BOUNDARY LIMIT INDICATORS SET ARE STAMPED LB#8023.
- THE BOUNDARY LIMITS ESTABLISHED ON THIS SURVEY ARE BASED ON THE LEGAL DESCRIPTION PROVIDED BY THE CLIENT OR ITS REPRESENTATIVE.
- FENCE OWNERSHIP IS NOT DETERMINED. DIMENSIONS ARE TO THE INTERIOR PORTION OF THE FENCE.
- ADDITIONS OR DELETIONS TO THIS SURVEY MAP AND/OR REPORT BY SOMEONE OTHER THAN THE SIGNING PARTY(IES) IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY(IES).
- THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. OTHERWISE THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY.
- BEARINGS WHEN SHOWN ARE TO AN ASSUMED MERIDIAN AND BASED ON PLAT. THE CENTERLINE OF ANASTASIA AVENUE BEARS N 86°46'30" E.

SURVEYOR'S CERTIFICATION:

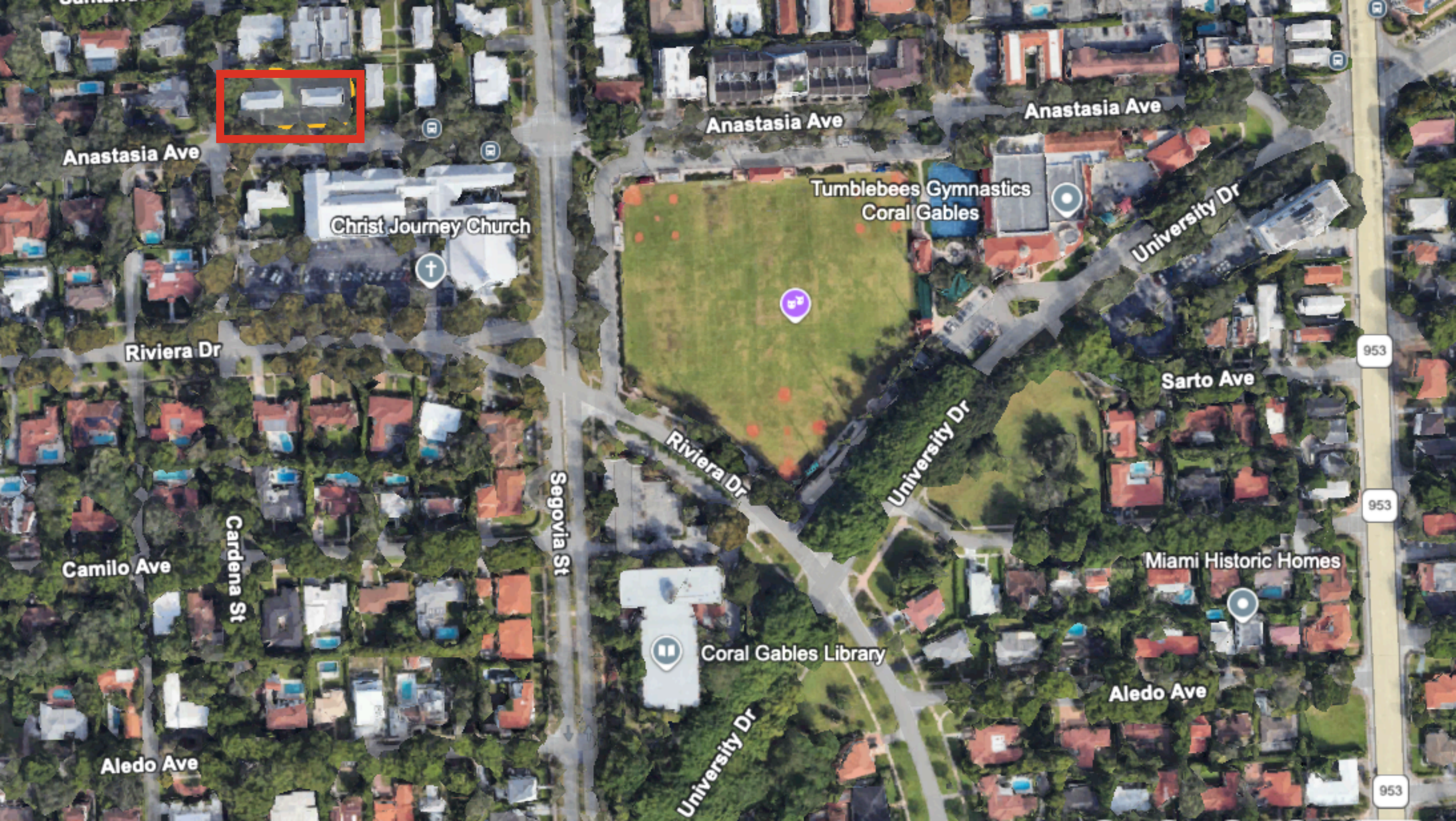
I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY DIRECTION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTE.

CERTIFIED TO:

THE UNIVERSITY BAPTIST CHURCH OF CORAL GABLES, FL. A FLORIDA NON-PROFIT CORPORATION



DATE OF ORIGINAL FIELD WORK:
03/10/2025
JOB NUMBER: 250312337
DRAWN BY: ADRIEL
CAD FILE: THE UNIVERSITY
SHEET 1 OF 1
REVISION(S):





Malaga Ave

Malaga Ave

MF3

MF3

MF3

MF3

MF3

MF3

S

Religious or
Institutional

Anastasia Ave

Religious or
Institutional

Riviera Dr

S

Opulence
Entertainment
Group

Romano Ave

Sarto Ave

Palmarito St

Riviera Dr

University Dr

S

S

S

S

Camilo Ave

Aledo Ave

SW 42nd Ave

Cadima Ave

Cadima Ave

Segovia St

Camilo Ave

Aledo Ave

Cardena St

Palmarito St

Camilo Ave

Hamel School
for Children

Anderson Rd

Photos of Property

- 635 Anastasia Front



- 627 Anastasia Front



Photos of Property

- 627 & 635 Alley



- 627 & 635 Streetscape

