

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: November 17, 2025

Presenter's Name and Title: Salvador Zuniga, City Engineer, on behalf of Engineering and Strategic Development

Prepared By: Joseph Jardine, Civil Engineer III

Temp. Reso. Number: TR8544

Item Description: Temp. Reso. #R8544, ACCEPTING AN ABSOLUTE BILL OF SALE AND EASEMENT FROM STONEBROOK HOTEL LLC, FOR THE WATER SYSTEM IMPROVEMENTS TO SERVE TRU BY HILTON MIRAMAR; AUTHORIZING THE RELEASE OF SURETY LETTER OF CREDIT NO. SB-6259/22 IN THE AMOUNT OF \$136,295.34 AND ACCEPTING A ONE-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$19,512.08 FROM STONEBROOK HOTEL LLC. (City Engineer Salvador Zuniga)

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: The Absolute Bill of Sale and Easement shall be recorded in the Public Records of Broward County, Florida.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: none


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8544**
 - **Exhibit A (Composite Exhibits):**
 - **Absolute Bill of Sale**
 - **Warranty**
 - **Waiver and Release of Lien**
 - **No Lien Affidavit**
 - **Easement**
 - **Opinion of Title**
 - **Maintenance Bond**
- **Attachment(s)**
 - **Attachment 1: Location Map**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Salvador Zuniga, City Engineer

DATE: November 12, 2025

RE: Temp. Reso. No. 8544, Accepting an Absolute Bill of Sale and Easement for the water system improvements to serve Tru by Hilton Miramar.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8544, accepting an Absolute Bill of Sale and Easement from Stonebrook Hotel, LLC (the “Developer”) for the water system improvements (the “Improvements”), to serve Tru by Hilton Miramar. Accepting the Improvements includes the release of Surety letter of credit in the amount of \$136,295.34 and receipt of a one-year Maintenance Bond in the amount of \$19,512.08, effective from the date of City Commission acceptance.

ISSUE: In accordance with Section 21-203, City Code, and the City’s Service Agreement with the Developer for Water and Sanitary Sewage Facilities, the Developer must provide an Easement and transfer the ownership of these utility improvements to the City. City Commission approval is required for the acceptance of the utility improvements pursuant to Section 21-203, City Code.

BACKGROUND: Tru by Hilton Miramar (the “Project”) is a commercial development, located at the Northwest corner of Miramar Parkway and SW 145th Ave, as depicted in the location map attached hereto as Attachment 1. The Developer has completed construction of the Improvements to serve the Project. The actual cost of construction of the utility improvements is \$78,048.35. The Developer is required to provide a one-year Maintenance Bond in the amount of 25% of the actual cost of construction, which equates to \$19,512.08. The Developer has provided the required one-year Maintenance Bond, along with the Absolute Bill of Sale and Easement required for ownership transfer of the Improvements.

The Improvements were inspected and approved by the Engineering & Strategic Development staff and are recommended for acceptance by the City Commission. The Improvements were also certified through the Florida Department of Environmental Protection.

These Improvements will become the property of the City upon the City Commission's acceptance of the Absolute Bill of Sale. A one-year maintenance period by the Developer will begin effective from the date of City Commission acceptance. The maintenance responsibility of the City will begin after successful completion of the one-year maintenance period.

The Project Manager for this Project is Salvador Zuniga, City Engineer.

DISCUSSION: In order for the City to maintain an integral utility network that provides reliable water and sewer services to the residents, it must own and maintain the water and sewer main distribution lines that service a development, including proper easements and/or land transfer to access these utilities. This is required by City Code and agreed beforehand with developers prior to approval of their site plan, via the execution of a water and sewer agreement..

ANALYSIS: The improvements will become part of the City's overall utility network; and therefore become an asset to the City. No costs are incurred by the City for the construction or acceptance of the improvements, except for future maintenance costs upon completion of the one-year maintenance period.

Temp. Reso. No. 8544

9/29/25

11/10/25

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, ACCEPTING AN ABSOLUTE BILL OF SALE AND EASEMENT FROM STONEBROOK HOTEL, LLC, FOR THE WATER SYSTEM IMPROVEMENTS TO SERVE TRU BY HILTON MIRAMAR; AUTHORIZING THE RELEASE OF SURETY LETTER OF CREDIT NO. SB-6259/22 IN THE AMOUNT OF \$136,295.34 AND ACCEPTING A ONE-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$19,512.08 FROM STONEBROOK HOTEL, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Stonebrook Hotel, LLC (the “Developer”) has installed water system improvements (the “Improvements”) to serve Tru by Hilton Miramar (the “Project”), a commercial development, located at the northwest corner of Miramar Parkway and SW 145th Ave; and

WHEREAS, in accordance with Section 21-203, City Code, and the City’s Service Agreement with the Developer for Water and Sanitary Sewage Facilities, the Developer must provide an Easement and transfer ownership of the Improvements to the City; and

WHEREAS, the Developer has submitted an Absolute Bill of Sale for transfer of ownership of the Improvements and required Easements from Stonebrook Hotel, LLC (the “Easement”), all in accordance with Section 21-203, City Code and the City’s Service Agreement with the Developer for Water and Sanitary Sewage Facilities; and

WHEREAS, pursuant to Section 21-203, City Code, formal City Commission acceptance of the Absolute Bill of Sale and Easement is required for the conveyance to be effective; and

Reso. No. _____

WHEREAS, the Developer has provided a one-year Maintenance Bond in the amount of \$19,512.08 for the maintenance of the Improvements; and

WHEREAS, the one-year maintenance period will begin on the date of City Commission acceptance; and

WHEREAS, the City Manager recommends acceptance from the Developer of the Improvements to serve the Project and the associated Absolute Bill of Sale and Easement, as well as the release of Surety letter of credit No. SB-6259/22 in the amount of \$136,295.34, and the acceptance of the required one-year Maintenance Bond in the amount of \$19,512.08 for the maintenance of the Improvements; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to accept the Improvements, Absolute Bill of Sale, and Easement for the Improvements to serve the Project, and to release Surety letter of credit No. SB-6259/22 in the amount of \$136,295.34, and accept the required one-year Maintenance Bond in the amount of \$19,512.08 for the maintenance of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it accepts from Developer the Improvements installed to serve the Project, and the related Absolute Bill of Sale and Easements with said conveyance to be made by the documents in the form attached hereto as Exhibit “A,” together with any non-8555 NIST Compliance Cybersecurity Services

Temp. Reso. No. 8544

9/29/25

11/10/25

Section 3: That it authorizes the release of Surety Bond No. SB-6259/22 in the amount of \$136,295.34 and accept the required one-year Maintenance Bond in the amount of \$19,512.08 for the maintenance of the Improvements.

Section 4: That the Absolute Bill of Sale and Easement shall be recorded in the Public Records of Broward County, Florida, with the actual cost of recording to be paid by the Developer with the original of the recorded documents returned to the City.

Section 5: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 6: That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 8544

9/29/25

11/10/25

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Carson Edwards	_____
Mayor Wayne M. Messam	_____

EXHIBIT "A"

COMPOSITE EXHIBITS

Includes:

- Absolute Bill of Sale
- Warranty
- Waiver and Release of Lien
- No Lien Affidavit
- Easement
- Opinion of Title
- Maintenance Bond

THIS INSTRUMENT RETURN TO:
Denise Gibbs, City Clerk
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

THIS INSTRUMENT PREPARED BY:

Stonebrook Hotel LLC

Property Appraiser's Parcel
Identification No. 514822040025

ABSOLUTE BILL OF SALE

THIS BILL OF SALE is made by Stonebrook Hotel LLC
_____, a Florida LLC Corporation (Grantor) to the City of Miramar, a
municipality organized under the laws of the State of Florida (Grantee).

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants, bargains, sells, delivers, and transfers to grants, bargains, sells, and transfers to Grantee and Grantee's successors and assigns, forever the following goods and chattels (the Personalty): water main extension upon that certain real property located in the City of Miramar, Broward County, Florida, as shown on the attached Exhibit A and which Personalty is more particularly described in the attached Exhibit B, which exhibits are hereby incorporated in this instrument by this reference, all water and sewer facilities built and constructed to serve Tru by Hilton Miramar

TO HAVE AND TO HOLD the same unto Grantee and Grantee's successors and assigns forever.

Grantor represents, covenants, and warrants to Grantee and Grantee's successors and assigns that Grantor is the lawful owner of the Personalty; that the Personalty is free from all liens and encumbrances; that Grantor has good right to sell the Personalty, and that Grantor will warrant and defend the sale of the Personalty against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal by and its authorized this 16 day of August, 2024

Signed, sealed and delivered in the presence of:

Stonebroke Hotel LLC
a Florida Corporation

[Signature]
Print Name: Eclipe Machado
Address: 8777 NW 47th Dr.
Local Springs, FL, 33067

[Signature]
Print Name: Robt Imperato
Address: 4911 NE 25th Ave
LHP, FL 33064

By: [Signature]
Name: DILIP PATEL
Title: Managing Partner

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 16 day of August, 2024, by Dilip Patel, as _____ of _____, on behalf of the company. He/She is personally known to me or did produce _____ as identification.

[Signature]
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

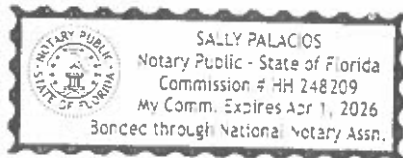


EXHIBIT "A"

UTILITY EASEMENT

SECTION 27, TOWNSHIP 51 S, RANGE 41 E
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA



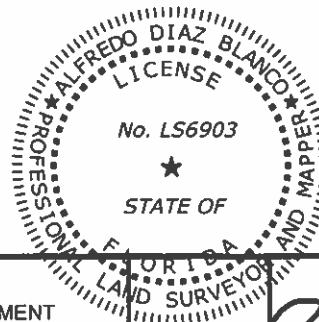
LOCATION MAP
NOT TO SCALE

ABBREVIATIONS

Ⓢ	CENTERLINE
Ⓟ	PROPERTY LINE
Ⓜ	MONUMENT LINE
R/W	RIGHT-OF-WAY
PG.	PAGE
PB.	PLAT BOOK

Alfredo
Diaz

Digitally signed
by Alfredo Diaz
Date: 2024.08.21
15:35:29 -04'00'



<table border="1"> <thead> <tr> <th>No.</th> <th>DATE</th> <th>REVISION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	No.	DATE	REVISION											UTILITY EASEMENT LOCATION MAP	SEAL By: Alfredo Diaz, LS 8903 State of Florida	DRAWN BY: A.H.	SHEET: 1 OF 3 SHEETS
	No.	DATE	REVISION														
CHECKED BY: A.D.																	
DATE: 08-20-2024																	
SCALE: AS-SHOWN JOB No: 240820																	

EASEMENT LEGAL DESCRIPTION

Strip of Land laying within a portion of Parcel "B" of Section 27, township 51 South, Range 41 East, as recorded in PLAT BOOK 166-18 of the public records of Broward County, Florida, more particularly described as follows:

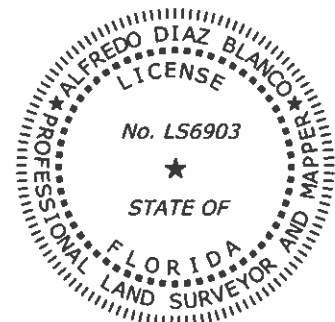
Commence at the SW Corner of Parcel ID# 514022040025, 14505-14575 SW 27th Way Miramar, Florida 33027 thence run S86°20'36"E along the South Line of said Parcel for a distance of 14.06 feet, thence run said point also being the POINT OF BEGINNING of the Utility Easement, thence run N22°22'06"E for a distance of 47.74 feet, thence run N00°00'10"E for a distance of 203.47 feet, thence run N22°28'16"E for a distance of 6.59 feet, thence run N00°00'10"E for a distance of 82.30 feet, thence run N89°58'01"E for a distance of 170.11 feet, thence run N44°25'04"E for a distance of 20.92 feet, thence run S89°59'51"E for a distance of 9.37 feet to a point lying on the east Property line of the Parcel, thence run S00°00'00"E along said Line for a distance of 19.01 feet, thence run S44°25'04"W for a distance of 28.18 feet, thence run S00°00'09"W for a distance of 161.98 feet, thence run S89°59'50"E for a distance of 19.73 feet to a point lying on the east Property line of the Parcel, thence run S00°00'00"E along said Line for a distance of 20.00 feet, thence run N89°59'50"W for a distance of 10.59 feet, thence run S0°00'10"W for a distance of 7.46 feet, thence run N89°59'50"W for a distance of 29.14 feet, thence run N00°00'09"E for a distance of 193.53 feet, thence run N89°59'55"W for a distance of 103.22 feet, thence run S00°01'24"W for a distance of 20.89 feet, thence run N89°58'25"W for a distance of 20.00 feet, thence run N00°01'24"E for a distance of 20.90 feet, thence run S89°58'01"W for a distance of 11.19 feet, thence run S00°00'10"W for a distance of 46.87 feet, thence run N89°53'06"E for a distance of 34.84 feet, thence run S00°00'10"W for a distance of 20.00 feet, thence run S89°53'34"W for a distance of 35.08 feet, thence run S22°28'16"W for a distance of 5.96 feet, thence run S00°00'10"W for a distance of 132.99 feet, thence run S89°58'36"E for a distance of 24.48 feet, thence run S00°01'35"W for a distance of 20.00 feet, thence run N89°58'36"W for a distance of 24.47 feet, thence run S00°00'10"W for a distance of 50.46 feet, thence run S22°22'06"W for a distance of 44.92 feet, to a point laying on the South property Line of the Property, said Point also being the POINT OF TERMINATION of the Easement.

The side Lines of this Easement has to be lengthened and/or shortening to form a closed geometric figure.

The intent of this Easement description is to encompass the recently installed Water and Sewer Lines and the related facilities.

All of the above laying and being in CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

Containing 16,376.72 square feet, approximately.



No.	DATE	REVISION	PEGASUS LAND SURVEYORS INC. 9551 NW 26th Place Sunrise, Florida 33322 Ph. 305-409-9291 <small>Certificate of Authorization LBS 0025</small>	UTILITY EASEMENT LEGAL DESCRIPTION	SEAL By: Alfredo Diaz, LS 6903 State of Florida	DRAWN BY: A.H. CHECKED BY: A.D. DATE: 08-20-2024 SCALE: AS-SHOWN JOB No: 240820	SHEET: 3 OF 3 SHEETS
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SEWER	GRAV Sewer 0-6 cut - 8"		LF			
	GRAV Sewer 6-8 cut - 8"		LF			
	GRAV Sewer 8-10 cut - 8"		LF			
	GRAV Sewer 10-12 cut - 8"		LF			
	Manhole 0-6 cut		EA			
	Manhole 6-8 cut		EA			
	Manhole 8-10 cut		EA			
	Manhole 10-12 cut		EA			
	12" Force Main Dip		LF			
	4" Force Main PVC C900 DR18		LF			
	6" Force Main PVC C900 DR18		LF			
	8" Force Main PVC C900 DR18		LF			
	12" Force Main PVC C900 DR18		LF			
	Misc. Fittings		TN			
	Air Release Valve		EA			
	Pump Station		EA			
TOTAL						
WATER	6" C-900 DR-18 PVC Water Main		LF			
	8" C-900 DR-18 PVC Water Main		LF			
	12" C-900 DR-18 PVC Water Main		LF			
	6" Class 51 DIP Water Main	716	LF	\$55.43		\$39,687.88
	8" Class 51 DIP Water Main	32	LF	\$54.63		\$3,223.17
	12" Class 51 DIP Water Main		LF			
	1-1/2 PD Water Service Tubing		LF			
	2" PE Water Service Tubing		LF			
	6" Gate Valve	3	EA	\$1,267.37		\$3,802.11
	8" Gate Valve	2	EA	\$1,634.61		\$3,269.24

	12" Gate Valve		EA		
	Fire Hydrant Assembly	3	EA	\$4,135.63	\$12,406.89
	Eclipse Model #88 Sample		EA		
	Air Release Valve and Vault		EA		
	Ductile Iron Fittings	3.0	TN	\$2,443.97	\$7,331.92
	6" x 6" Tapping Sleeve & Valve		EA		
	8" x 6" Tapping Sleeve & Valve		EA		
	8" x 8" Tapping Sleeve & Valve	1	EA	\$8,327.14	\$8,327.14
	12" x 6" Tapping Sleeve & Valve				
	12" x 8" Tapping Sleeve & Valve				
	12" x 12" Tapping Sleeve & Valve		EA		
TOTAL					\$78,048.35
PAVING	1-1/4" Type S-1 with Prime		SY		
	3/4" type S-3 Asphalt w/Tack		SY		
	8" Limerock Base		SY		
	12" Compacted Subgrade		SY		
	Type AD@ Curb & Gutter		LF		
	Type AF@ Curb & Gutter		LF		
	Type IV Traffic Separator		LF		
	Pavement Marking & Signage		LS		
	Thermoplastic		LS		
TOTAL					
	TOTAL PROJECT COST				\$78,048.35

CERTIFICATE

I hereby certify that this cost is true and correct to the best of my knowledge and belief and represents the total site development costs for project.

Date: 9-18-2024 Project Engineer: Susan C Holland Reg. No. 41831

Public Improvement Maintenance Bond:

Cost = \$78,048.35 X 25% = \$19,512.08

Susan
C
Holland
d

Digitally signed by Susan C Holland Date: 2024.09.18 14:19:30 -0400



WARRANTY
(Corporate)

THIS WARRANTY made this _____ day of _____, 20____, by Stonebrook Hotel LLC, a Florida Corporation (hereinafter referred to as "Warrantor"), whose address is 1500 SE 5th Avenue Dania Beach, FL 33004, to the City of Miramar, a Florida Municipal Corporation (hereinafter referred to as "City"), whose address is 2300 Civic Center Place, Miramar, Florida 33025.

RECITALS:

WHEREAS, the Warrantor has constructed or caused to be constructed the Water Main Extension improvements (hereinafter the "Facilities") to serve Tru by Hilton Miramar (name of Project);

WHEREAS, the Facilities are located upon real property described in Exhibit "A," attached hereto and by this reference incorporated herein; and more particularly described in Exhibit "B";

WHEREAS, the Warrantor is willing to warrant to the City the quality of materials and workmanship of the certain portions of the above described facilities for a period of 365 calendar days, commencing from the date of acceptance of those certain portions of the Facilities by the City described below;

WHEREAS, the City is willing to accept those portions of the above described Facilities up to and including water meters if, among other things, Warrantor executes this Warranty of performance; and

WHEREAS, the Warrantor affirms that it is the owner of the Facilities.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Warrantor warrants and agrees as follows:

1. That each of the foregoing recitals is incorporated herein and acknowledged by the Warrantor to be true and correct in all respects. That all the above described Facilities accepted by the City have been constructed in accordance with construction plans and specifications previously approved by and on file in the City.

2. That the Warrantor shall at no cost to the City maintain all parts of the above described Facilities accepted by the City in proper operation for a period of 365 days following the date of their acceptance by the City. Further, the Warrantor hereby warrants to the City that there are no defects, patent, latent, or otherwise, of materials or workmanship in the above referred to Facilities.

3. This Warranty shall be binding on the Warrantor, its successors, and assigns.

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

Stonebrook Hotel LLC [Name of Corporation], a Florida Corporation [insert name of state of incorporation]

WITNESSES:

Betty Stael
Print Name: Betty Stael
Address: 2814 SW 183rd Ave
Miramar, FL 33029


Ray Bajaj
Print Name: Ray Bajaj
Address: 191 SW 19th St
Dania Beach FL, 33004

By: [Signature]
Print Name: Dilip Patel
Title: Managing Member

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD)

THE FOREGOING INSTRUMENT was acknowledged before me this 13 day of August, 2025, by DILIP PATEL as Managing Member of Stonebrook Hotel LLC, a FLORIDA CORPORATION, on behalf of the OWNER. He/she personally known to me (X) or has produced _____, as identification.

SEAL  **PATRICIA MARY MOLINA**
Notary Public
State of Florida
Comm# HH517562
Expires 4/17/2028
My Commission Expires: 04/17/2028

NOTARY PUBLIC
Patricia Mary Molina
Print or Type Name of Notary Public
Patricia Mary Molina

EXHIBIT "A"

UTILITY EASEMENT

SECTION 27, TOWNSHIP 51 S, RANGE 41 E
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA



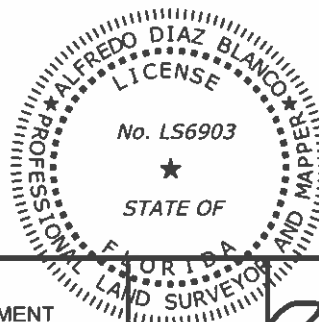
LOCATION MAP
NOT TO SCALE

ABBREVIATIONS

CL	CENTERLINE
P	PROPERTY LINE
M	MONUMENT LINE
R/W	RIGHT-OF-WAY
PG.	PAGE
PB.	PLAT BOOK

Alfredo
Diaz

Digitally signed
by Alfredo Diaz
Date: 2024.08.21
15:35:29 -04'00'



No.	DATE	REVISION

PEGASUS LAND SURVEYORS INC.

 9551 NW 26th Place
 Sunrise, Florida 33322
 Ph. 305-409-9291
Certificate of Authorization LSR 0025

UTILITY EASEMENT
LOCATION MAP

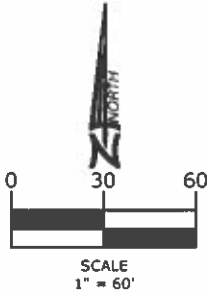
SEAL

By: 
 Alfredo Diaz, LS 6903
 State of Florida

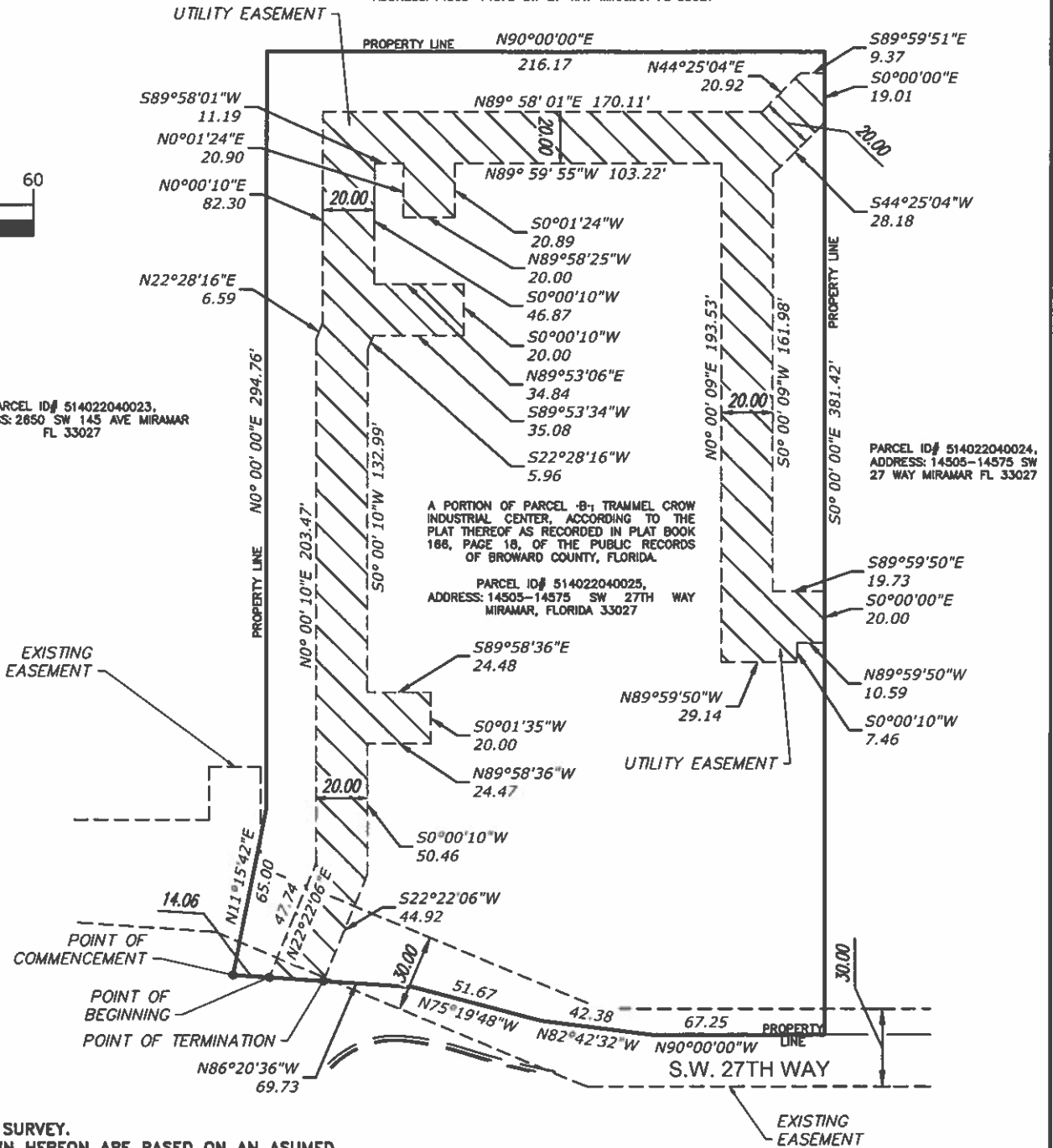
DRAWN BY: A.H.	SHEET: 1 OF 3 SHEETS
CHECKED BY: A.D.	
DATE: 08-20-2024	
SCALE: AS-SHOWN JOB No: 240820	

UTILITY EASEMENT

PARCEL ID# 514022040024,
ADDRESS: 14505-14575 SW 27 WAY MIRAMAR FL 33027



PARCEL ID# 514022040023,
ADDRESS: 2650 SW 145 AVE MIRAMAR
FL 33027

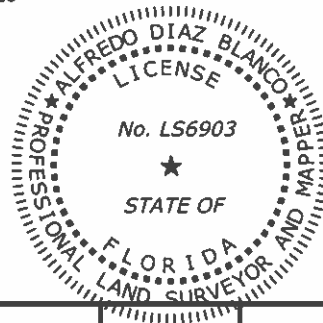


NOTES:

- THIS IS NOT A SURVEY.
- BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN ALONG THE EAST PROPERTY LINE OF PARCEL ID# 514022040025 AS SHOWN ON PLAT BOOK 166 PAGE 18 OF THE BROWARD COUNTY PUBLIC RECORDS. (N0°00'00"E)

ABBREVIATIONS

Ⓞ	CENTERLINE
Ⓟ	PROPERTY LINE
Ⓜ	MONUMENT LINE
R/W	RIGHT-OF-WAY
PG	PAGE
PB	PLAT BOOK



No.	DATE	REVISION	<p>9551 NW 26th Place Sunrise, Florida 33322 Ph. 305-409-9291 Certificate of Authorization LBR 8025</p>	UTILITY EASEMENT SKETCH	By: Alfredo Diaz, LS 6903 State of Florida	DRAWN BY: A.H. CHECKED BY: A.D. DATE: 08-20-2024 SCALE: AS-SHOWN JOB No: 240820	SHEET: 2 OF 3 SHEETS

EASEMENT LEGAL DESCRIPTION

Strip of Land laying within a portion of Parcel "B" of Section 27, township 51 South, Range 41 East, as recorded in PLAT BOOK 166-18 of the public records of Broward County, Florida, more particularly described as follows:

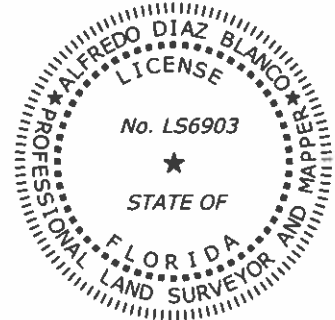
Commence at the SW Corner of Parcel ID# 514022040025, 14505-14575 SW 27th Way Miramar, Florida 33027 thence run S86°20'36"E along the South Line of said Parcel for a distance of 14.06 feet, thence run said point also being the POINT OF BEGINNING of the Utility Easement, thence run N22°22'06"E for a distance of 47.74 feet, thence run N00°00'10"E for a distance of 203.47 feet, thence run N22°28'16"E for a distance of 6.59 feet, thence run N00°00'10"E for a distance of 82.30 feet, thence run N89°58'01"E for a distance of 170.11 feet, thence run N44°25'04"E for a distance of 20.92 feet, thence run S89°59'51"E for a distance of 9.37 feet to a point lying on the east Property line of the Parcel, thence run S00°00'00"E along said Line for a distance of 19.01 feet, thence run S44°25'04"W for a distance of 28.18 feet, thence run S00°00'09"W for a distance of 161.98 feet, thence run S89°59'50"E for a distance of 19.73 feet to a point lying on the east Property line of the Parcel, thence run S00°00'00"E along said Line for a distance of 20.00 feet, thence run N89°59'50"W for a distance of 10.59 feet, thence run S0°00'10"W for a distance of 7.46 feet, thence run N89°59'50"W for a distance of 29.14 feet, thence run N00°00'09"E for a distance of 193.53 feet, thence run N89°59'55"W for a distance of 103.22 feet, thence run S00°01'24"W for a distance of 20.89 feet, thence run N89°58'25"W for a distance of 20.00 feet, thence run N00°01'24"E for a distance of 20.90 feet, thence run S89°58'01"W for a distance of 11.19 feet, thence run S00°00'10"W for a distance of 46.87 feet, thence run N89°53'06"E for a distance of 34.84 feet, thence run S00°00'10"W for a distance of 20.00 feet, thence run S89°53'34"W for a distance of 35.08 feet, thence run S22°28'16"W for a distance of 5.96 feet, thence run S00°00'10"W for a distance of 132.99 feet, thence run S89°58'36"E for a distance of 24.48 feet, thence run S00°01'35"W for a distance of 20.00 feet, thence run N89°58'36"W for a distance of 24.47 feet, thence run S00°00'10"W for a distance of 50.46 feet, thence run S22°22'06"W for a distance of 44.92 feet, to a point laying on the South property Line of the Property, said Point also being the POINT OF TERMINATION of the Easement.

The side Lines of this Easement has to be lengthened and/or shortening to form a closed geometric figure.

The intent of this Easement description is to encompass the recently installed Water and Sewer Lines and the related facilities.

All of the above laying and being in CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

Containing 16,376.72 square feet, approximately.



No.	DATE	REVISION	PEGASUS LAND SURVEYORS INC. 9551 NW 26th Place Sunrise, Florida 33322 Ph. 305-409-9291 <small>Certificate of Authorization LBS #025</small>	UTILITY EASEMENT LEGAL DESCRIPTION	SEAL By: Alfredo Diaz, LS 6903 State of Florida	DRAWN BY: A.H. CHECKED BY: A.D. DATE: 08-20-2024 SCALE: AS-SHOWN JOB No: 240820	SHEET: 3 OF 3 SHEETS
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EXHIBIT "B"
ACTUAL COST OF CONSTRUCTION

PROJECT NAME: — Tru Hilton - Miramar

DEVELOPER: _____

	Description	Quantity	Unit	Unit Price	Cost	Total
SITE PREP	Clearing & Grubbing		Acre			
	Excavation		CY			
	Filling		CY			
DRAINAGE						
TOTAL						
Pipe	15" RCP		LF			
	18" RCP		LF			
	21" RCP		LF			
	24" RCP		LF			
	30" RCP		LF			
	36" RCP		LF			
	42" RCP		LF			
	48" RCP		LF			
TOTAL						
STRUCTURES	Headwalls		EA			
	Curb Inlet		EA			
	Swale Inlet		EA			
	Manhole		EA			
	Pollution Retardant Basin		EA			
TOTAL						

SEWER	GRAV Sewer 0-6 cut - 8"		LF			
	GRAV Sewer 6-8 cut - 8"		LF			
	GRAV Sewer 8-10 cut - 8"		LF			
	GRAV Sewer 10-12 cut - 8"		LF			
	Manhole 0-6 cut		EA			
	Manhole 6-8 cut		EA			
	Manhole 8-10 cut		EA			
	Manhole 10-12 cut		EA			
	12" Force Main Dip		LF			
	4" Force Main PVC C900 DR18		LF			
	6" Force Main PVC C900 DR18		LF			
	8" Force Main PVC C900 DR18		LF			
	12" Force Main PVC C900 DR18		LF			
	Misc. Fittings		TN			
	Air Release Valve		EA			
	Pump Station		EA			
TOTAL						
WATER	6" C-900 DR-18 PVC Water Main		LF			
	8" C-900 DR-18 PVC Water Main		LF			
	12" C-900 DR-18 PVC Water Main		LF			
	6" Class 51 DIP Water Main	716	LF	\$55.43		\$39,687.88
	8" Class 51 DIP Water Main	32	LF	\$54.63		\$3,223.17
	12" Class 51 DIP Water Main		LF			
	1-1/2 PD Water Service Tubing		LF			
	2" PE Water Service Tubing		LF			
	6" Gate Valve	3	EA	\$1,267.37		\$3,802.11
	8" Gate Valve	2	EA	\$1,634.61		\$3,269.24

	12" Gate Valve		EA			
	Fire Hydrant Assembly	3	EA	\$4,135.63		\$12,406.89
	Eclipse Model #88 Sample		EA			
	Air Release Valve and Vault		EA			
	Ductile Iron Fittings	3.0	TN	\$2,443.97		\$7,331.92
	6" x 6" Tapping Sleeve & Valve		EA			
	8" x 6" Tapping Sleeve & Valve		EA			
	8" x 8" Tapping Sleeve & Valve	1	EA	\$8,327.14		\$8,327.14
	12" x 6" Tapping Sleeve & Valve					
	12" x 8" Tapping Sleeve & Valve					
	12" x 12" Tapping Sleeve & Valve		EA			
TOTAL						\$78,048.35
PAVING	1-1/4" Type S-1 with Prime		SY			
	3/4" type S-3 Asphalt w/Tack		SY			
	8" Limerock Base		SY			
	12" Compacted Subgrade		SY			
	Type AD@ Curb & Gutter		LF			
	Type AF@ Curb & Gutter		LF			
	Type IV Traffic Separator		LF			
	Pavement Marking & Signage		LS			
	Thermoplastic		LS			
TOTAL						
	TOTAL PROJECT COST					\$78,048.35

CERTIFICATE

I hereby certify that this cost is true and correct to the best of my knowledge and belief and represents the total site development costs for project.

Date: 9-18-2024 Project Engineer: Susan C Holland Reg. No. 41831

Public Improvement Maintenance Bond:

Cost = \$78,048.35 X 25% = \$19,512.08

Susan
C
Holland
d

Digitally
signed by
Susan C
Holland
Date:
2024.09.18
14:19:30
-0400'



WAIVER AND RELEASE OF LIEN
(Corporate)

KNOW ALL MEN BY THESE PRESENTS, that Elite Engineering and Construction in consideration of payment in the sum of \$10.00 (Ten and No/100 Dollars), receipt of which is hereby acknowledged, and other valuable considerations and benefits to the undersigned accruing, does hereby waive, release and quit claim all liens, lien rights, claims or demands of every kind whatsoever which the undersigned now has, or may hereinafter have, against certain improvements, situated in the City of Miramar, Broward County, Florida, as described as:

All facilities built and constructed to serve Tru Hilton - Miramar located in the City of Miramar, Broward County, Florida as shown on Exhibit "A" attached hereto and made a part hereof and as more particularly described on Exhibit "B" attached hereto and made a part hereof.

on account of work and labor performed, and/or materials furnished in, to, or in the improvements above described, or any part thereof.

It being the understanding of the undersigned that this is a Waiver and Release of Lien which the undersigned has against the premises described herein, only to the extent of the payments specified and only for materials furnished or work done up until 8/19/2024 (Date). The undersigned warrants that no assignment of said liens or claims, nor the right to perfect a lien against said improvements, by virtue of the accrual of said payment, has or will be made, and that the undersigned has the right to execute this Waiver and Release, and that all laborers employed by the undersigned, and all bills for materials and supplies furnished by others to the undersigned in connection with the construction of said improvements, to the extent of the payment herein referred to, have been fully paid.

Dated this 19th day of August, 2024.

WITNESSETH:

Lisbeth Jurado

Lisbeth Jurado

Elite Engineering and Construction

Name of Corporation

By: *Manuel A. Carbon*

Name:

Manuel A. Carbon

Title:

MGRM

EXHIBIT "A"

UTILITY EASEMENT

SECTION 27, TOWNSHIP 51 S, RANGE 41 E
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA



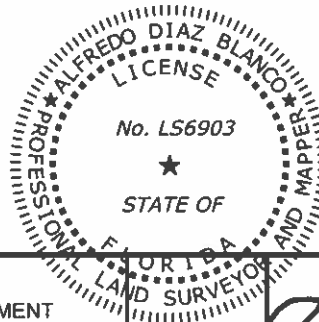
LOCATION MAP
NOT TO SCALE

ABBREVIATIONS

Ⓒ	CENTERLINE
Ⓐ	PROPERTY LINE
Ⓜ	MONUMENT LINE
R/W	RIGHT-OF-WAY
PG	PAGE
PB	PLAT BOOK

Alfredo
Diaz

Digitally signed
by Alfredo Diaz
Date: 2024.08.21
15:35:29 -04'00'




No.	DATE	REVISION

PEGASUS LAND SURVEYORS INC.

 9551 NW 26th Place
 Sunrise, Florida 33322
 Ph. 305-409-9291
Certificate of Authorization LBR 8025

UTILITY EASEMENT
LOCATION MAP

SEAL

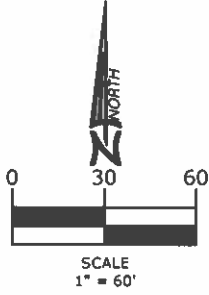
By: 
 Alfredo Diaz, LS 6903
 State of Florida

DRAWN BY: A.H.
CHECKED BY: A.D.
DATE: 08-20-2024
SCALE: AS-SHOWN
JOB No: 240820

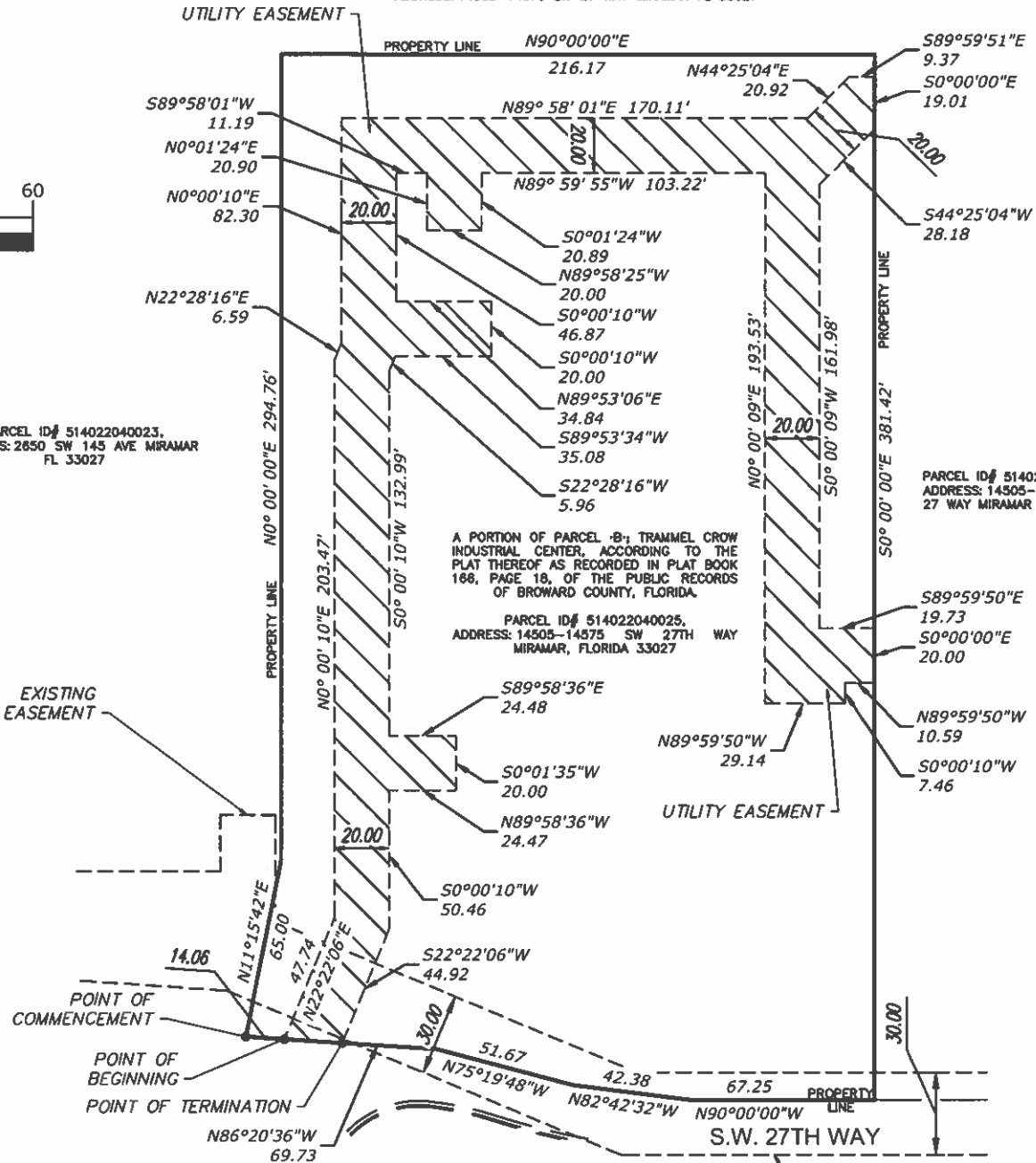
SHEET:
1
OF
3
SHEETS

UTILITY EASEMENT

PARCEL ID# 514022040024,
ADDRESS: 14505-14575 SW 27 WAY MIRAMAR FL 33027



PARCEL ID# 514022040023,
ADDRESS: 2650 SW 145 AVE MIRAMAR
FL 33027

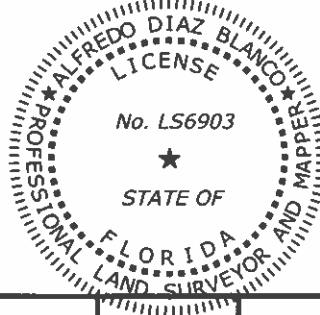


NOTES:

- THIS IS NOT A SURVEY.
- BEARINGS SHOWN HEREON ARE BASED ON AN ASUMED MERIDIAN ALONG THE EAST PROPERTY LINE OF PARCEL ID# 514022040025 AS SHOWN ON PLAT BOOK 166 PAGE 18 OF THE BROWARD COUNTY PUBLIC RECORDS. (N0°00'00"E)

ABBREVIATIONS

Ⓢ	CENTERLINE
Ⓟ	PROPERTY LINE
Ⓜ	MONUMENT LINE
R/W	RIGHT-OF-WAY
PG	PAGE
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No.	DATE	REVISION

PEGASUS LAND SURVEYORS INC.

9551 NW 26th Place
Sunrise, Florida 33322
Ph. 305-409-9291
Certificate of Authorization LSR 8025

UTILITY EASEMENT
SKETCH

By: 
Alfredo Diaz, LS 6903
State of Florida

DRAWN BY: A.H.	SHEET: 2
CHECKED BY: A.D.	OF 3
DATE: 08-20-2024	SHEETS
SCALE: AS-SHOWN	
JOB No: 240820	

EASEMENT LEGAL DESCRIPTION

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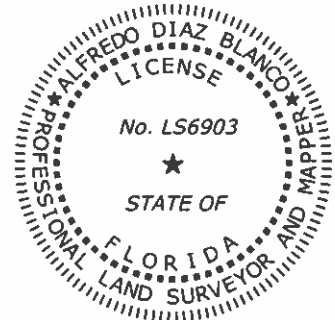
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All of the above laying and being in CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

Containing 16,376.72 square feet, approximately.



No.	DATE	REVISION	PEGASUS LAND SURVEYORS INC. 9551 NW 26th Place Sunrise, Florida 33322 Ph. 305-409-9291 <small>Certificate of Authorization LSR 8825</small>	UTILITY EASEMENT LEGAL DESCRIPTION	SEAL 	DRAWN BY: A.H. CHECKED BY: A.D. DATE: 08-20-2024 SCALE: AS-SHOWN JOB No: 240820	SHEET: 3 OF 3 SHEETS
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SEWER	GRAV Sewer 0-6 cut - 8"		LF			
	GRAV Sewer 6-8 cut - 8"		LF			
	GRAV Sewer 8-10 cut - 8"		LF			
	GRAV Sewer 10-12 cut - 8"		LF			
	Manhole 0-6 cut		EA			
	Manhole 6-8 cut		EA			
	Manhole 8-10 cut		EA			
	Manhole 10-12 cut		EA			
	12" Force Main Dip		LF			
	4" Force Main PVC C900 DR18		LF			
	6" Force Main PVC C900 DR18		LF			
	8" Force Main PVC C900 DR18		LF			
	12" Force Main PVC C900 DR18		LF			
	Misc. Fittings		TN			
	Air Release Valve		EA			
	Pump Station		EA			
TOTAL						
WATER	6" C-900 DR-18 PVC Water Main		LF			
	8" C-900 DR-18 PVC Water Main		LF			
	12" C-900 DR-18 PVC Water Main		LF			
	6" Class 51 DIP Water Main	716	LF	\$55.43		\$39,687.88
	8" Class 51 DIP Water Main	32	LF	\$54.63		\$3,223.17
	12" Class 51 DIP Water Main		LF			
	1-1/2 PD Water Service Tubing		LF			
	2" PE Water Service Tubing		LF			
	6" Gate Valve	3	EA	\$1,267.37		\$3,802.11
	8" Gate Valve	2	EA	\$1,634.61		\$3,269.24

	12" Gate Valve		EA			
	Fire Hydrant Assembly	3	EA	\$4,135.63		\$12,406.89
	Eclipse Model #88 Sample		EA			
	Air Release Valve and Vault		EA			
	Ductile Iron Fittings	3.0	TN	\$2,443.97		\$7,331.92
	6" x 6" Tapping Sleeve & Valve		EA			
	8" x 6" Tapping Sleeve & Valve		EA			
	8" x 8" Tapping Sleeve & Valve	1	EA	\$8,327.14		\$8,327.14
	12" x 6" Tapping Sleeve & Valve					
	12" x 8" Tapping Sleeve & Valve					
	12" x 12" Tapping Sleeve & Valve		EA			
TOTAL						\$78,048.35
PAVING	1-1/4" Type S-1 with Prime		SY			
	3/4" type S-3 Asphalt w/Tack		SY			
	8" Limerock Base		SY			
	12" Compacted Subgrade		SY			
	Type AD@ Curb & Gutter		LF			
	Type AF@ Curb & Gutter		LF			
	Type IV Traffic Separator		LF			
	Pavement Marking & Signage		LS			
	Thermoplastic		LS			
TOTAL						
	TOTAL PROJECT COST					\$78,048.35

CERTIFICATE

I hereby certify that this cost is true and correct to the best of my knowledge and belief and represents the total site development costs for project.

Date: 9-18-2024 Project Engineer: Susan C Holland Reg. No. 41831

Public Improvement Maintenance Bond:

Cost = \$78,048.35 X 25% = \$19,512.08

Susan C Holland
 Digitally signed by Susan C Holland
 Date: 2024.09.18 14:19:30 -0400



NO LIEN AFFIDAVIT
(Corporate)

STATE OF Florida)
) ss
COUNTY OF Broward)

Before me, the undersigned authority, personally appeared Dilip Patel (Affiant), who being by me first duly sworn, on oath, deposes and says:

1. Affiant is the Managing Member [insert office held by affiant] of Stone brook Hotel LLC (the "Corporation").
2. That the Corporation is the owner of the following described property, to wit:

See Exhibit "A" attached hereto and by this reference incorporated herein.

3. That the above described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for real estate and personal property taxes for the year 2024.
4. That within the past ninety (90) days there have been no improvement, alterations, or repairs to the above described property for which the costs thereof remain unpaid, and that within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid.
5. That there are no mechanic's, material-men's, or laborer's liens against the above described property. That there are no construction, mechanics', materialmans' or laborers' liens filed against the Property or any portion thereof; that there have been no repairs, improvements or other work done to or labor, materials or services bestowed upon the Property or any portion thereof for which any or all of the cost of the same remains unpaid; and that no person, firm or corporation is entitled to a construction lien against the Property or any portion thereof under Chapter 713 of the Florida Statutes.
6. That the personal property contained on said property or on the said premises, and which, if any, is being sold to the purchaser(s) mentioned below, is also free and clear of all liens, encumbrances, claims and demands whatsoever.
7. That the corporation, in the operation of said property, complied in all respects with the Sales Tax Law of the State of Florida and all other taxation laws of state and federal government.
8. That Affiant knows of no violations of City or County Ordinances, or State or Federal law pertaining to the above described property.
9. That no person, firm or corporation has any interest, claim of possession, or contract right with respect to the Property or any portion thereof, and there are no facts known to Affiant which would give rise to such a claim being asserted against the Property or any portion thereof.
10. That there are no unsatisfied judgments or any federal, state or county tax deficiencies, which are a lien against the Property or any portion thereof.
11. That there is no pending litigation or dispute involving or concerning the location of the boundaries of the Property or any portion thereof.

12. That this Affidavit is made for the purpose of inducing the City of Miramar, a Florida Municipal Corporation, to accept transfer of said property from Affiant.
13. That no judgment or decree has been entered in any court of this state or the United States against said Affiant which remains unsatisfied.
14. Affiant further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he/she has read, or has heard read to them, the full facts of this Affidavit and understand its context.

WITNESSES:

[Signature]
[Signature]

Stonebank Hold LLC
 (insert Name of Corporation), a _____
FLORIDA Corporation [insert name
 of state of incorporation]

By: [Signature]
 Individually, and on behalf of the
 Corporation

August, 20 24 SWORN TO AND SUBSCRIBED before me this 16th day of

[Signature]
 Notary Public, State of Florida
 At Large

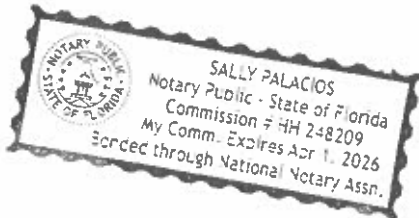


EXHIBIT "A"

UTILITY EASEMENT

SECTION 27, TOWNSHIP 51 S, RANGE 41 E
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA



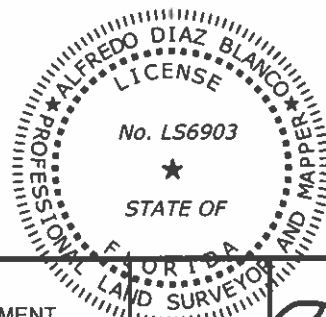
LOCATION MAP
NOT TO SCALE

ABBREVIATIONS

☉	CENTERLINE
Ⓜ	PROPERTY LINE
—	MONUMENT LINE
—	RIGHT-OF-WAY
PG.	PAGE
PB.	PLAT BOOK

Alfredo
Diaz

Digitally signed
by Alfredo Diaz
Date: 2024.08.21
15:35:29 -04'00'




No.	DATE	REVISION

PEGASUS LAND SURVEYORS INC.

 9551 NW 26th Place
 Sunrise, Florida 33322
 Ph. 305-409-9291
Certificate of Authorization 18F 0025

UTILITY EASEMENT
LOCATION MAP

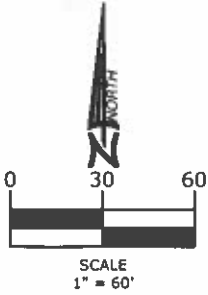
SEAL

By: 
 Alfredo Diaz, LS 6903
 State of Florida

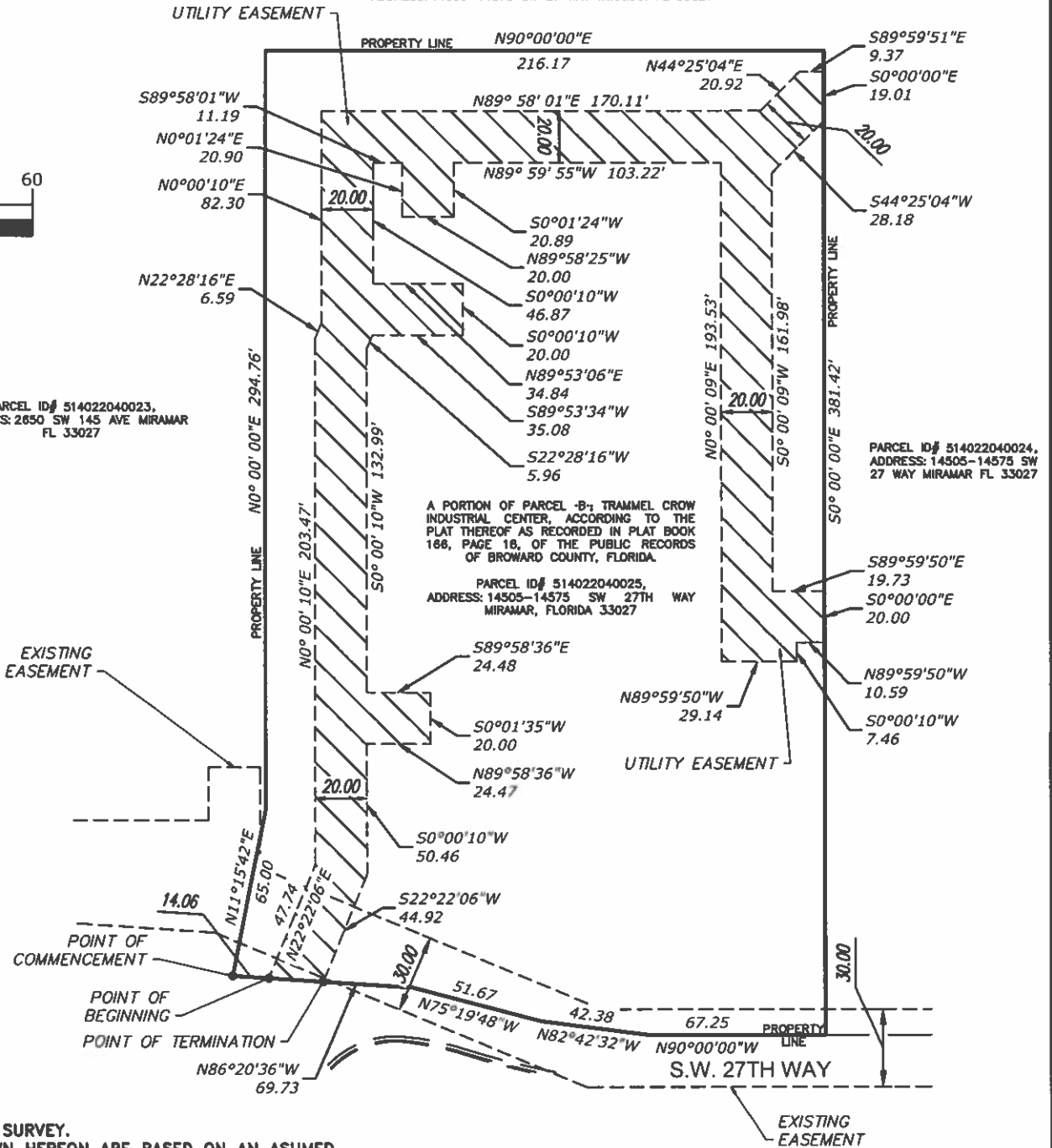
DRAWN BY: A.H.	SHEET: 1 OF 3 SHEETS
CHECKED BY: A.D.	
DATE: 08-20-2024	
SCALE: AS-SHOWN JOB No: 240820	

UTILITY EASEMENT

PARCEL ID# 514022040024,
ADDRESS: 14505-14575 SW 27 WAY MIRAMAR FL 33027



PARCEL ID# 514022040023,
ADDRESS: 2650 SW 145 AVE MIRAMAR
FL 33027

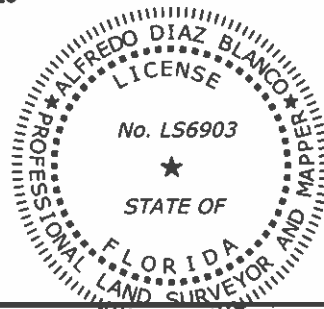


NOTES:

- THIS IS NOT A SURVEY.
- BEARINGS SHOWN HEREON ARE BASED ON AN ASUMED MERIDIAN ALONG THE EAST PROPERTY LINE OF PARCEL ID# 514022040025 AS SHOWN ON PLAT BOOK 166 PAGE 18 OF THE BROWARD COUNTY PUBLIC RECORDS. (N0°00'00"E)

ABBREVIATIONS

⊕	CENTERLINE
Ⓜ	PROPERTY LINE
Ⓜ	MONUMENT LINE
R/W	RIGHT-OF-WAY
PG	PAGE
PB	PLAT BOOK




No.	DATE	REVISION

PEGASUS LAND SURVEYORS INC.

 9551 NW 28th Place
 Sunrise, Florida 33322
 Ph. 305-409-9291
Certificate of Authorization LSR# 8025

UTILITY EASEMENT
 SKETCH

SEAL

By: 
 Alfredo Diaz, LS 6903
 State of Florida

DRAWN BY: A.H.	SHEET: 2
CHECKED BY: A.D.	OF 3
DATE: 08-20-2024	SHEETS
SCALE: AS-SHOWN	
JOB No: 240820	

EASEMENT LEGAL DESCRIPTION

Strip of Land laying within a portion of Parcel "B" of Section 27, township 51 South, Range 41 East, as recorded in PLAT BOOK 166-18 of the public records of Broward County, Florida, more particularly described as follows:

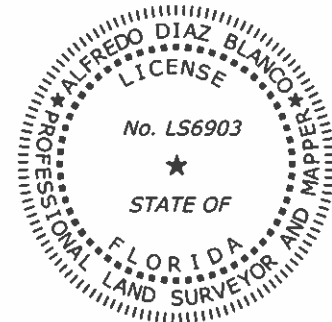
Commence at the SW Corner of Parcel ID# 514022040025, 14505-14575 SW 27th Way Miramar, Florida 33027 thence run S86°20'36"E along the South Line of said Parcel for a distance of 14.06 feet, thence run said point also being the POINT OF BEGINNING of the Utility Easement, thence run N22°22'06"E for a distance of 47.74 feet, thence run N00°00'10"E for a distance of 203.47 feet, thence run N22°28'16"E for a distance of 6.59 feet, thence run N00°00'10"E for a distance of 82.30 feet, thence run N89°58'01"E for a distance of 170.11 feet, thence run N44°25'04"E for a distance of 20.92 feet, thence run S89°59'51"E for a distance of 9.37 feet to a point lying on the east Property line of the Parcel, thence run S00°00'00"E along said Line for a distance of 19.01 feet, thence run S44°25'04"W for a distance of 28.18 feet, thence run S00°00'09"W for a distance of 161.98 feet, thence run S89°59'50"E for a distance of 19.73 feet to a point lying on the east Property line of the Parcel, thence run S00°00'00"E along said Line for a distance of 20.00 feet, thence run N89°59'50"W for a distance of 10.59 feet, thence run S0°00'10"W for a distance of 7.46 feet, thence run N89°59'50"W for a distance of 29.14 feet, thence run N00°00'09"E for a distance of 193.53 feet, thence run N89°59'55"W for a distance of 103.22 feet, thence run S00°01'24"W for a distance of 20.89 feet, thence run N89°58'25"W for a distance of 20.00 feet, thence run N00°01'24"E for a distance of 20.90 feet, thence run S89°58'01"W for a distance of 11.19 feet, thence run S00°00'10"W for a distance of 46.87 feet, thence run N89°53'06"E for a distance of 34.84 feet, thence run S00°00'10"W for a distance of 20.00 feet, thence run S89°53'34"W for a distance of 35.08 feet, thence run S22°28'16"W for a distance of 5.96 feet, thence run S00°00'10"W for a distance of 132.99 feet, thence run S89°58'36"E for a distance of 24.48 feet, thence run S00°01'35"W for a distance of 20.00 feet, thence run N89°58'36"W for a distance of 24.47 feet, thence run S00°00'10"W for a distance of 50.46 feet, thence run S22°22'06"W for a distance of 44.92 feet, to a point laying on the South property Line of the Property, said Point also being the POINT OF TERMINATION of the Easement.

The side Lines of this Easement has to be lengthened and/or shortening to form a closed geometric figure.

The intent of this Easement description is to encompass the recently installed Water and Sewer Lines and the related facilities.

All of the above laying and being in CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

Containing 16,376.72 square feet, approximately.



No.	DATE	REVISION	PEGASUS LAND SURVEYORS INC. 9551 NW 26th Place Sunrise, Florida 33322 Ph. 305-409-9291 <small>Certificate of Authorization LBS 9025</small>	UTILITY EASEMENT LEGAL DESCRIPTION	SEAL By: Alfredo Diaz, LS 6903 State of Florida	DRAWN BY: A.H. CHECKED BY: A.D. DATE: 08-20-2024 SCALE: AS-SHOWN JOB No: 240820	SHEET: 3 OF 3 SHEETS
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THIS INSTRUMENT RETURN TO:

Denise Gibbs, City Clerk
 City of Miramar
 2300 Civic Center Place
 Miramar, Florida 33025

THIS INSTRUMENT PREPARED BY:

Dilip Patel, Member
 Stonebrook Hotel LLC
 1500 S.E. 5 Ave.
 Dania Beach, FL 33004

Part of Property Appraiser's Parcel
 Identification No. 5140-2204-0024

EASEMENT

THIS EASEMENT (the Easement) is made this 16TH **day of September, 2025, by STONEBROOK HOTEL LLC, a Florida limited liability company, ("Grantor") whose address is 1500 S.E. 5 Ave., Dania Beach, FL 33004 to and in favor of the City of Miramar, a Florida Municipal Corporation ("Grantee") whose address is 2300 Civic Center Place, Miramar, Florida 33025.**

RECITALS:

- A Grantor is the owner of that certain real property located in Broward County, Florida, more particularly described on Exhibit "A" attached hereto and made a part of this Easement (the Easement Property).
- B Grantor wishes to grant an easement for utilities and vehicular and pedestrian ingress and egress over, under, across and upon the Easement Property;

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/00 Dollars (\$10.00) in hand paid by Grantee to Grantor and other good and valuable consideration,

the receipt and sufficiency of which Grantor hereby acknowledges, Grantor agrees as follows:

1. **Recitals.** Each and all of the recitals is hereby incorporated herein by this reference.
2. **Grant of Easement.** Grantor does hereby grant, bargain, sell, alien, remise, release, confirm, and convey to Grantee an easement over, under, across and upon the Easement Property for the purpose of:
 - 21 **Constructing, reconstructing, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing, connecting to, disconnecting from, and inspecting water transmission and distribution facilities and all appurtenances and/or equipment associated therewith, and/or sewage transmission and collection facilities and all appurtenances and/or equipment associated therewith, all as may be required by the Grantor.**
 - 22 **Vehicular and pedestrian ingress and egress to the Easement Property for the purposes outlined in this Section.**
 - 23 **Said Easement Property is together with all the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.**
 - 24 **Title and the legal description to the Property described on Exhibit "A" herein has neither been examined nor approved by the City of Miramar or the City Attorney.**
 - 25 **All covenants, terms, provisions, and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees, and assigns of the respective parties hereto.**
 - 26 **By delivery of this Easement Property, Grantor covenants not to interfere with the safe operation or maintenance of the facilities within the Easement Property.**
3. **Grantee's Use of Easement.** Grantee shall have the right to do all things necessary, useful or convenient for the purposes outlined in Section 2 of this Easement. The rights herein granted to Grantee by Grantor specifically include: (a) the right of Grantee to control, inspect, alter, improve, maintain, install, connect to, disconnect from, repair, rebuild and remove said facilities within the Easement Property; (b) the right of Grantee to trim, cut, or remove plants, trees, fences, or structures from said Easement Property; and (c) the right of Grantee to have egress and ingress to said Easement Property for the purposes expressed in (a) and (b) immediately above.

4. Grantor's Use of Easement. Grantor shall have the right to make any use of this Easement that does not interfere with Grantee's use. Specifically, no other easement shall be granted that would allow the other easement holder to install anything that would run parallel with Grantee's water or sewer lines without prior written consent of the Grantee. Any easement crossing this Easement shall contain language prohibiting the easement holder from installing anything within eighteen inches of Grantee's water or sewer lines.
5. Perpetual Duration. This Easement shall be perpetual in duration, and shall not be changed, altered or amended except by a written instrument executed by Grantor and Grantee, or their respective heirs, successors or assigns.
6. Covenants of Grantor. Grantor hereby warrants and covenants that:
 - 6.1 Grantor is the owner of fee simple title to the Easement Property.
 - 6.2 Grantor has full right and lawful authority to grant and convey this Easement to Grantee.
 - 6.3 Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement.
 - 6.4 Grantor does hereby fully warrant the easement title to the said Easement Property and will defend the same against the lawful claims of all persons whomsoever.
7. Remedies for Breach. Grantor and/or Grantee shall each have the right to enforce the terms of this Easement and the rights and obligations created herein by all remedies provided under the laws of the State of Florida, including, without limitation, the right to sue for compensatory damages for breach or for injunction or specific performance. In the event that it is necessary for either Grantor and/or Grantee to file suit in order to enforce the terms hereof, then the prevailing party in such suit shall be entitled to receive reasonable attorney's fees and court costs in addition to any other award that the Court might make, from the non-prevailing party.
8. Covenant Running with the Land. This Easement and all conditions and covenants set forth herein are intended and shall be construed as covenants running with the land, binding upon and insuring to the benefit of Grantor or Grantee, or equitable servitudes on the land, as the case may be, and their respective heirs, successors and/or assigns, including, without limitation, all subsequent owners of the Easement Property and all persons claiming by, through and under them.

TO HAVE AND TO HOLD unto the same forever.

IN WITNESS WHEREOF, Grantor has executed and delivered this Grant of Easement on the day and year written in the first paragraph of this Easement.

Signed, sealed and delivered in the presence of:

[Handwritten Signature]

Print Name: NIRMAL PATEL
Address: 12925 CURRIER ST
CARMEL, IN 46032

Re H Sloan
Print Name: Paul H Sloan III
Address: 4000 U 106th St Ste 125
Carmel IN 46032

STONEBROOK HOTEL LLC, a Florida limited liability company

By: *[Handwritten Signature]*
Dilip Patel, Member
Address: 1500 S.E. 5th Ave.

Dania Beach, FL 33004

Indiana PK III
STATE OF FLORIDA
PK III
COUNTY OF BROWARD *Hamilton*

The foregoing instrument was acknowledged before me this 16 day of September, 2025, by Dilip Patel, as Member of STONEBROOK HOTEL LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Florida Driver's License

Re H Sloan
Notary Public *Indiana PK III*
State of Florida at Large
My Commission Expires: 09/15/2031

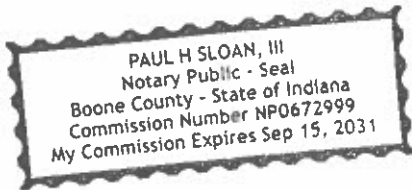


EXHIBIT "A"

UTILITY EASEMENT

SECTION 27, TOWNSHIP 51 S, RANGE 41 E
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA



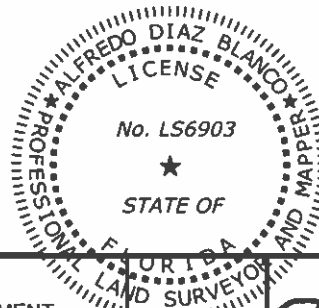
LOCATION MAP
NOT TO SCALE

ABBREVIATIONS

Ⓒ	CENTERLINE
Ⓐ	PROPERTY LINE
Ⓜ	MONUMENT LINE
R/W	RIGHT-OF-WAY
PG.	PAGE
PB.	PLAT BOOK

Alfredo
Diaz

Digitally signed
by Alfredo Diaz
Date: 2024.08.21
15:35:29 -04'00'




No.	DATE	REVISION

PEGASUS LAND SURVEYORS INC.

 9551 NW 26th Place
 Sunrise, Florida 33322
 Ph. 305-409-9291
Certificate of Authorization LB# 8025

UTILITY EASEMENT
LOCATION MAP

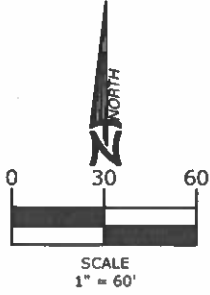
SEAL

By: 
 Alfredo Diaz, LS 6903
 State of Florida

DRAWN BY: A.H.	SHEET: 1 OF 3 SHEETS
CHECKED BY: A.D.	
DATE: 08-20-2024	
SCALE: AS-SHOWN JOB No: 240820	

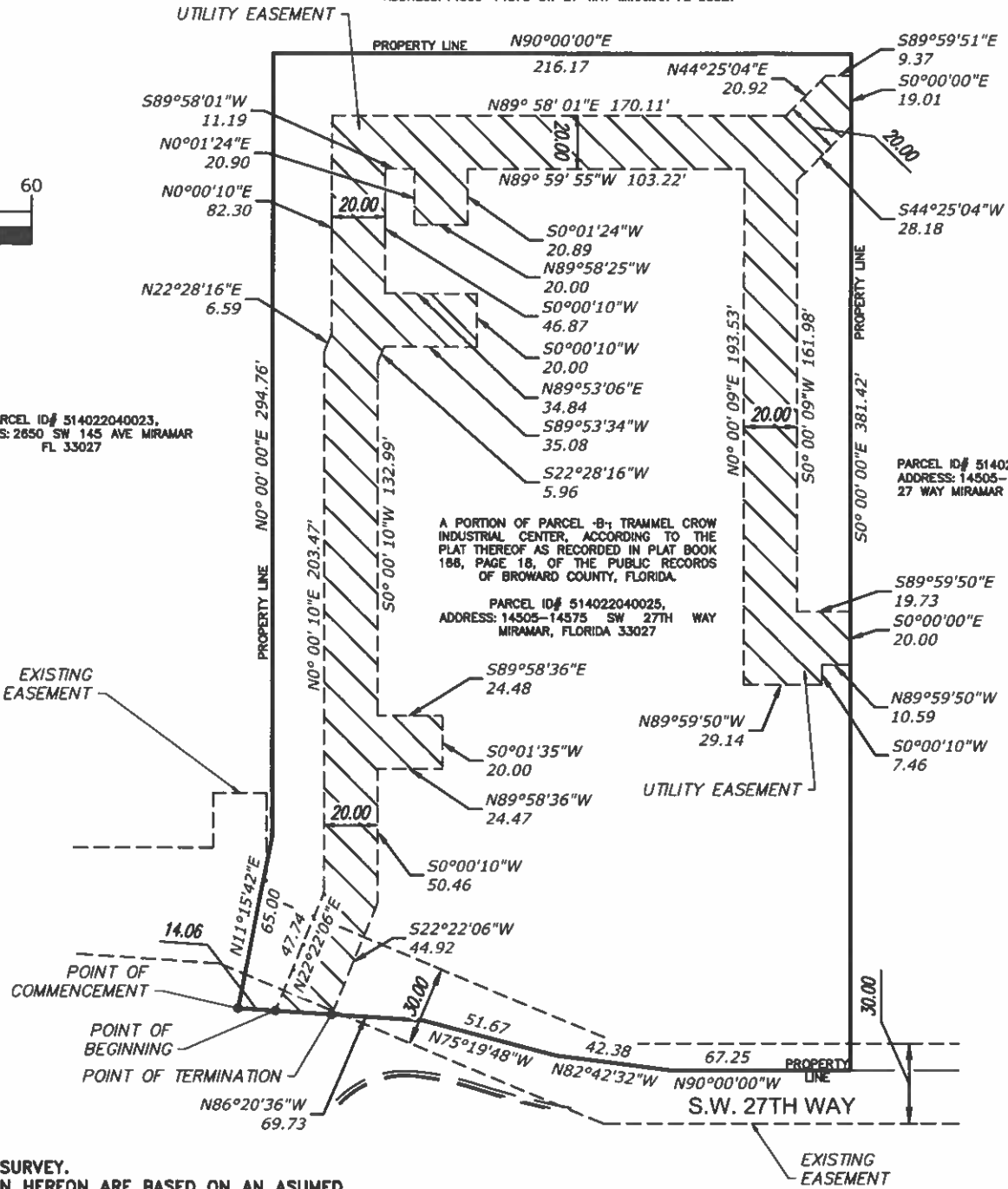
UTILITY EASEMENT

PARCEL ID# 514022040024,
ADDRESS: 14505-14575 SW 27 WAY MIRAMAR FL 33027



PARCEL ID# 514022040023,
ADDRESS: 2650 SW 145 AVE MIRAMAR
FL 33027

PARCEL ID# 514022040024,
ADDRESS: 14505-14575 SW
27 WAY MIRAMAR FL 33027



A PORTION OF PARCEL -B-, TRAMMEL CROW INDUSTRIAL CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 166, PAGE 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

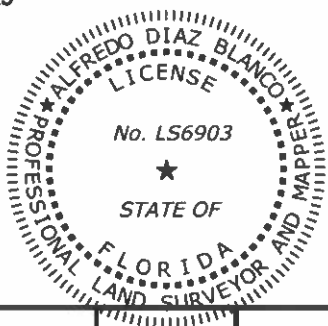
PARCEL ID# 514022040025,
ADDRESS: 14505-14575 SW 27TH WAY
MIRAMAR, FLORIDA 33027

NOTES:

- THIS IS NOT A SURVEY.
- BEARINGS SHOWN HEREON ARE BASED ON AN ASUMED MERIDIAN ALONG THE EAST PROPERTY LINE OF PARCEL ID# 514022040025 AS SHOWN ON PLAT BOOK 166 PAGE 18 OF THE BROWARD COUNTY PUBLIC RECORDS. (N0°00'00"E)

ABBREVIATIONS

⊕	CENTERLINE
▭	PROPERTY LINE
⊕	MONUMENT LINE
R/W	RIGHT-OF-WAY
PG.	PAGE
PB.	PLAT BOOK



No.	DATE	REVISION		UTILITY EASEMENT SKETCH	SEAL By:  Alfredo Diaz, LS 6903 State of Florida	DRAWN BY: A.H. CHECKED BY: A.D. DATE: 08-20-2024 SCALE: AS-SHOWN JOB No: 240820	SHEET: 2 OF 3 SHEETS

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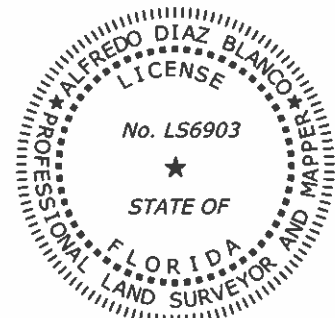
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The side Lines of this Easement has to be lengthened and/or shortening to form a closed geometric figure.

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All of the above laying and being in CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

Containing 16,376.72 square feet, approximately.



No.	DATE	REVISION	PEGASUS LAND SURVEYORS INC. 9551 NW 26th Place Sunrise, Florida 33322 Ph. 305-409-9291 <small>Certificate of Authorization LBS 18025</small>	UTILITY EASEMENT LEGAL DESCRIPTION	SEAL	By: Alfredo Diaz, LS 6903 State of Florida	DRAWN BY: A.H. CHECKED BY: A.D. DATE: 08-20-2024 SCALE: AS-SHOWN JOB No: 240820	SHEET: 3 OF 3 SHEETS
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OPINION OF TITLE

TO: CITY OF MIRAMAR

With the understanding that this Opinion of Title is furnished to the City of Miramar, a Florida Municipal Corporation, as an inducement for execution of an agreement covering the real property, hereinafter described or for acceptance of a warranty deed, easement, covenant or unity of title, as applicable, it is hereby certified that I have examined a complete Loan Policy of Title Insurance issued by Chicago Title Insurance Company dated March 29, 2022 and issued under Policy No. 7230709-228109747 covering the period from the beginning to the 29th day of March, 2022 at the hours of 11:43 am., inclusive, of the following described property:

See Exhibit "A" attached hereto and by this reference made a part hereof.

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

STONEBROOK HOTEL LLC, a Florida limited liability company, formerly known as Tru at Miramar LLC, a Florida limited liability company

Subject to the following encumbrances, liens, and other exceptions:

1. RECORDED MORTGAGES (including but not limited to Assignments of Leases, Rents, and Profits and UCC-1 Financing Statements):
 - a. Mortgage and Security Agreement dated March 28, 2022 in favor of Centennial Bank recorded under Instrument No. 118039250 of the Public Records of Broward County, Florida (the "Public Records"), as amended by that certain Note, Mortgage and Other Loan Documents Modification Agreement dated September 8, 2022, recorded under Instrument No.118393145 of the Public Records;
 - b. Collateral Assignment of Leases, Rents and Income dated March 28, 2022 in favor of Centennial Bank recorded under Instrument No. 118039251 of the Public Records; and
 - c. UCC-1 Financing Statement recorded on March 29, 2022 under Instrument No. 118039252 of the Public Records.

2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS & JUDGMENTS:

None

3. GENERAL EXCEPTIONS:

- a. Taxes for 2025 and subsequent years and taxes or special assessments which are not shown as existing liens by the Public Records.
- b. Rights or claims of parties in possession not shown by the Public Records.
- c. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- d. Easements or claims of easements not shown by the Public Records.
- e. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- f. Any adverse claim to all or any part of the land which is now under water or which has previously been under water but filled or exposed through the efforts of man.

4. SPECIAL EXCEPTIONS (including but not limited to easements): **See Exhibit "B" attached hereto and by reference made a part hereof**

All of the foregoing recorded in the Public Records of Broward County, Florida.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions and that none of the encumbrances and/or exceptions listed above will restrict the use of the property for the purposes set forth in the agreement, assignment, warranty deeds, easement, covenant and unity of title, as applicable.

I FURTHER CERTIFY that if the agreement to be executed or conveyance to be made is being made by a legal entity that the entity name Stonebrook Hotel LLC is properly created as a limited liability company in the State of Florida; that said legal entity's legal status is current and active; and that the legal entity is lawful empowered to execute the agreement or make the conveyance that is the subject of this transaction.

Therefore, it is my opinion that the following parties must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>NAME</u>	<u>INTEREST</u>	<u>SPECIAL EXCEPTION NUMBER</u>
Stonebrook Hotel LLC	Owner	
Centennial Bank	Mortgagee	

The following is a description of the aforementioned abstract and its continuations:

NUMBER COMPANY CERTIFYING NO OF ENTRIES PERIOD COVERED

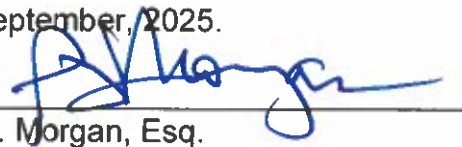
NONE

I HEREBY CERTIFY that the legal description in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

This opinion of title is for the exclusive reliance of the City of Miramar, a Florida Municipal Corporation, and its City Attorneys, but this opinion of title may be made available to other parties for informational purposes.

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

Respectfully submitted, this 22d day of September, 2025.



Philip J. Morgan, Esq.
Brinkley Morgan
100 S.E. 3rd Ave., 23rd Floor
Fort Lauderdale, FL 33394
Florida Bar No. 175073

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22nd day of September, 2025, by PHILIP J. MORGAN, who is personally known to me or who has produced _____ as identification.

[Notary Seal]



Notary Public
Sandra K. Gonzalez

Name typed, printed or stamped
My Commission Expires: April 19 2026



EXHIBIT "A"

A portion of Parcel " B" , TRAMMELL CROW INDUSTRIAL CENTER, according to the Plat thereof as recorded in Plat Book 166, Page 18, of the Public Records of Broward County, Florida, being more particularly described as follows;

Commence at the Southwest corner of said Parcel " B" ; thence with a grid bearing of North $01^{\circ}46'15''$ West (basis of bearing) along the West line of the aforementioned Parcel " B" , a distance of 434.63 feet; thence North $90^{\circ}00'00''$ East, distance of 523.24 feet to the POINT OF BEGINNING being located 522.99 feet East of as measured at right angles to the aforementioned West line of Parcel "B" and 431.65 feet North of as measured at right angles to the South line of the aforementioned Parcel "B"; thence North $11^{\circ}15'42''$ East, a distance of 65.00 feet; thence North $00^{\circ}00'00''$ East, a distance of 294.76 feet to a point being located 546.76 feet East of as measured at right angles to the aforementioned West line of Parcel "B" and 238.73 feet South of as measured at right angles to the North line of the aforementioned Parcel "B"; thence North $90^{\circ}00'00''$ East, a distance of 216.17 feet to a point being located 762.83 feet East of as measured at right angles to the aforementioned West line of Parcel "B" and 239.82 feet South of as measured at right angles to the North line of the aforementioned Parcel "B"; thence South $00^{\circ}00'00''$ East, a distance of 381.42 feet to a point being located 751.04 feet East of as measured at right angles to the aforementioned West line of Parcel "B" and 407.49 feet North of as measured at right angles to the South line of the aforementioned Parcel "B"; thence North $90^{\circ}00'00''$ West, a distance of 67.25 feet to the Point of Curvature of a 165 foot radius curve to the right concave Northeasterly; thence along the arc of said curve through a central angle of $14^{\circ}40'12''$, for an arc distance of 42.25 feet to the Point of Tangency; thence North $75^{\circ}19'48''$ West, a distance of 51.67 feet; thence North $86^{\circ}20'36''$ West, a distance of 69.73 feet to the POINT OF BEGINNING.

EXHIBIT "B"

1. Restrictions, covenants, conditions, easements, dedication and other matters as contained on the Plat of Trammell Crow Industrial Center, recorded in Plat Book 166, Page 18, of the Public Records of Broward County, Florida, as amended by Agreement for Amendment of Notation on Plat recorded in Official Records Book 30574, Page 1832; by Agreement for Amendment of Notation on Plat recorded in Official Records Book 30576, Page 1586, and by Agreement for Amendment of Notation on Plat recorded in Official Records Book 31303, Page 844, and as further modified by Resolution No. 00-187 by the City of Miramar recorded in Official Records Book 30513, Page 720; by Resolution No. 2001-132 by the City of Miramar recorded in Official Records Book 31370, Page 401; by Resolution No. 2001-131 by the City of Miramar recorded in Official Records Book 31370, Page 407; by Agreement for Amendment of Notation on Plat recorded in Official Records Book 37768, Page 219; by Amendment to Nonvehicular Access Lines recorded in Official Records Instrument # 114007439; and by Agreement for Amendment of Notation on Plat recorded in Official Records Instrument No. 115635434; and further amended by Agreement for Amendment of Notation on Plat recorded in Instrument No. 116722649.
2. Terms, conditions, and provisions of General Notice of Lien for Water Treatment Plant Assessments, recorded in Official Records Book 21655, Page 102.
3. Terms, conditions, and provisions of Memorandum of Agreement, recorded in Official Records Book 22990, Page 761.
4. Terms, conditions, and provisions of General Notice of Lien for Wastewater Treatment Plant Assessments, recorded in Official Records Book 23012, Page 152.
5. Terms, conditions, and provisions of Traffic Concurrency Agreement, recorded in Official Records Book 25653, Page 559.
6. Terms, conditions, and provisions of Ordinance No. 0-97-14 by the Miramar City Commission, recorded in Official Records Book 25747, Page 780.
7. Terms, conditions, and provisions of Grant of Easement Agreement, recorded in Official Records Book 26179, Page 649.
8. Terms, conditions, and provisions of Joint Form Deed of Conservation Easement, recorded in Official Records Book 26629, Page 288, as modified by Amendment to Joint Form Deed of Conservation Easement recorded in Official Records Book 46761, Page 1286.
9. Terms, conditions, and provisions of Master Utility Construction Agreement, recorded in Official Records Book 27888, Page 475.
10. Terms, conditions, and provisions of Certificate of Acknowledgment, recorded in Official Records Book 29098, Page 966.
11. Terms, conditions, and provisions of Agreement for Traffic Signalization, recorded in Official Records Book 29104, Page 423.
12. Restrictions, covenants, conditions and easements, which include provisions for A. an easement on the land; B. a lien for liquidated damages; C. a private charge or assessments; D. an option to purchase; E. a right of first refusal, or, F. the prior approval of a future purchaser or occupant, as contained in that certain Declaration of Covenants

for Monarch Lakes Commercial Property as recorded in Official Records Book 36108, Page 404.

13. Terms, conditions, and provisions of Easement recorded in Official Records Book 45068, Page 790.
14. Terms, conditions, and provisions of Declaration of Access Easement recorded Official Records Book 45291, Page 1643.
15. Terms, conditions, and provisions of Notice of Agent of Record for Notice of Expiration of Findings of Adequacy, recorded in Official Records Book 29104, Page 436.
16. Terms, conditions, and provisions of Resolution No. 16-132 of City of Miramar, Florida, recorded in Official Records Instrument #113783945.
17. Terms, conditions, and provisions of Resolution No. 16-133 of the City of Miramar, Florida, recorded in Official Records Instrument #113783946.
18. Terms, conditions, and provisions of Recorded Notice of Environmental Resource Permit, recorded in Official Records Instrument # 113848468.
19. Terms, conditions, and provisions of Security/Lien Agreement Installation of Required Improvements, recorded in Official Records Instrument # 114007438.
20. Terms, conditions, and provisions of Service Agreement for Water and Sanitary Sewage Facilities, recorded in Official Records Instrument # 114133124.
21. Terms, conditions, and provisions of Easement to Florida Power & Light Company, recorded in Official Records Instrument #114537053.
22. Terms, conditions, and provisions of Drainage Easement Progressive Casualty Insurance Company to South Broward Drainage District, recorded in Official Records Instrument #115304200.
23. Resolution recorded in Instrument No. 116246780.
24. Maintenance and Indemnification Agreement between South Broward Drainage District, a political subdivision of the State of Florida and Progressive Casualty Insurance Company, an Ohio Corporation recorded in Instrument No. 116037747.
25. Maintenance and Indemnification Agreement between South Broward Drainage District, a political subdivision of the State of Florida and Stonebrook Hotel, LLC recorded in Instrument No. 119990275.



Date of Issue: October 22, 2024

DUPLICATE ORIGINALIRREVOCABLE STAND-BY LETTER OF CREDIT NO. SB-6562/24 AMOUNT: \$19,512.08

APPLICANT: Stonebrook Hotel, LLC.
1500 S.E. 5th Avenue
Dania Beach, FL 33004

BENEFICIARY: City of Miramar
Office of the City Manager
City Hall
2300 Civic Center Place
Miramar, Florida 33025

EXPIRY: 10/15/2025

We hereby authorize you to draw on Intercredit Bank, N.A., at 4725 S.W. 8th Street, Miami, FL 33134 By order of Stonebrook Hotel, LLC. and for the account of Stonebrook Hotel, LLC. up to an aggregate amount, in the United States funds of 19,512.08 Nineteen Thousand Five Hundred Twelve and 08/100 Dollars, available by your drafts at sight accompanied by:

- (1) The original Stand-by Letter of Credit No. SB-6562/24 dated October 22, 2024, and any amendments thereto.
- (2) A signed statement from the City Manager of the City of Miramar, or an authorized representative, that the drawing is due to default in performance of certain obligations or failure to pay sums, on the part of Stonebrook Hotel, LLC. agreed upon by and between the City of Miramar and Stonebrook Hotel, LLC. for Maintenance of the water Improvements for Tru by Hilton. Drafts must be drawn and negotiated not later than October 15, 2025.
- (3) Drafts must bear the clause: "Drawn under Letter of Credit No. SB-6562/24 of Intercredit Bank, N.A. not later than October 15, 2024.

This Letter of Credit shall be automatically renewed without an amendment for successive periods of one (1) year each unless we provide written notice to the City Clerk via registered mail, or special courier, that we elect not to renew the Letter of Credit for an additional period, which notice must be provided at least sixty (60) days prior to expiration of the original term hereof. Notice to the City that this Letter of Credit will expire prior to performance of the obligations of Developer/Applicant shall be deemed a default by Developer/Applicant subjecting the Letter of Credit to immediate draw by the City by way of draft presented prior to the then applicable expiry date in the manner described above.

- (4) This Letter of Credit expires on October 15, 2025 at our Office. Documents presented at this office after 2:00 P.M. (EST) will be considered as having been received on the following working day.

MAILING ADDRESS

P.O. Box 452808, Miami, FL 33245-2808 | Infobank: 1-844-229-6260 | SWIFT • BBITUS3M

Main Office396 Alhambra Circle, Suite 250
Coral Gables, Florida 33134
(305) 375-8442**Eighth Street**4725 S.W. 8th St.
Miami, Florida 33134
(305) 264-7211**Bird Road**8890 S.W. 40th St.
Miami, Florida 33165
(305) 229-0600**Doral**10015 N.W. 41 St., Suite 103
Doral, Florida 33178
(305) 436-5665**South Miami**1430 S. Dixie Hwy., Suite 104
Coral Gables, FL 33146
(305) 662-1414

www.intercreditbank.com • Online Banking Support: 1-866-602-4207 | 305-264-9193
24/7 Debit Cards and ATM Cards Support 1-844-819-0845

Intercredit Bank, National Association

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or agreement referred to herein or in which this Letter of Credit is referred to or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorser, and bona fide holders of all drafts drawn under an in compliance with the terms of this credit, that such drafts shall be duly honored upon presentation to the drawee.

The maintenance of the water improvements by Tru by Hilton. shall be a release of all obligations under this Letter of Credit.

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits" (2007 Revision) International Chamber of Commerce Brochure No. 600 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

AUTHORIZED SIGNATURE

INTERCREDIT BANK, N.A.

By: Margarita D. Menendez
Margarita D. Menendez, SVP/
Loan Operations Manager

BY: Maria Rosales
Maria Rosales
Bank Officer/Loan and L/C Department



LOCATION MAP