

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

Meeting Date: June 12, 2023

Presenter's Name and Title: Salvador Zuniga, City Engineer

Prepared By: Joseph Jardine, Civil Engineer III

Temp. Reso. Number: TR7894

Item Description: Temp. Reso. #R7894, ACCEPTING AN ABSOLUTE BILL OF SALE AND EASEMENT FROM ANR HOTELS INC., FOR THE WATER SYSTEM IMPROVEMENTS TO SERVE HOLIDAY INN EXPRESS AND SUITES; ACCEPTING A ONE-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$30,167.50 FROM ANR HOTELS INC. (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: No Fiscal Impact


Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR7894
 - Exhibit A:
 - Absolute Bill of Sale
 - Warranty
 - Waiver and Release of Lien
 - No Lien Affidavit
 - Easement
 - Opinion of Title for Easement
 - Maintenance Cash Bond
- Attachment(s)
 - Attachment 1: Location Map
 - Attachment 2: Service Agreement for Water and Sanitary Sewage Facilities for Holiday Inn Express and Suites



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Salvador Zuniga, City Engineer

DATE: June 1, 2023

RE: Temp. Reso. No. 7894, Accepting an Absolute Bill of Sale and Easement from ANR Hotels, Inc., for the water system improvements to serve Holiday Inn Express and Suites

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. R7894, accepting an Absolute Bill of Sale and Easement from ANR Hotels, Inc. (the "Developer"), for the water system improvements (the "Improvements"), to serve Holiday Inn Express and Suites. Accepting the Improvements includes the receipt of a one-year Maintenance Bond in the amount of \$30,168, effective from the date of City Commission acceptance.

ISSUE: In accordance with City Code Section 21-203, 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 City Code Section 21-203.

BACKGROUND: Holiday Inn Express and Suites (the "Project") is located west of SW 145th Avenue & South of Progressive Way, 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 \$120,670. As per the Service Agreement for Water and Sanitary Sewage Facilities, 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 \$30,167. The Developer has provided the required one-year Maintenance Bond, along with the Absolute Bill of Sale and Easements required for ownership transfer of the Improvements.

The Improvements were inspected and approved by Engineering & Strategic Development staff and are recommended for acceptance by the City Commission. The Improvements were also certified by 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 for the City will begin after successful completion of the one-year maintenance period.

DISCUSSION: In order for the City to maintain an integral utility network that provides reliable water and sewer services to all stakeholders, 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 Sanitary Sewage Facilities 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. 7894
5/9/23
5/31/23

**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 ANR HOTELS, INC., FOR THE WATER SYSTEM IMPROVEMENTS TO SERVE HOLIDAY INN EXPRESS AND SUITES; ACCEPTING A ONE-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$30,167.50 FROM ANR HOTELS, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, ANR Hotels, Inc. (the “Developer”) has installed water system improvements (the “Improvements”) to serve Holiday Inn Express and Suites (the “Project”), a commercial development, located west of SW 145th Avenue & south of Progressive Way; and

WHEREAS, in accordance with City Code 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 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

Reso. No. _____

Temp. Reso. No. 7894
5/9/23
5/31/23

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

WHEREAS, the Developer has provided a one-year Maintenance Bond in the amount of \$30,167 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 acceptance of the one-year Maintenance Bond in the amount of \$30,167 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 from the Developer, for the Improvements to serve the Project, and to accept the required one-year Maintenance Cash Bond in the amount of \$30,167 for the maintenance of the Improvements.

Temp. Reso. No. 7894
5/9/23
5/31/23

**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 Easement with said conveyance to be made by the documents in the form attached hereto as Exhibit “A”, together with any non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That it accepts the required one-year Maintenance Bond in the amount of \$30,167 for the maintenance of the Improvements.

Section 4: That the Absolute Bill of Sale, Easements shall be recorded in the Public Records of Broward County, Florida, with the actual cost of recording and the actual recording to be accomplished by the Developer with the original of the recorded documents returned to Engineering & Strategic Development.

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. 7894
5/9/23
5/31/23

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Alexandra P. Davis

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

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne
Vice Mayor Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Reso. No. _____

EXHIBIT “A”

COMPOSITE EXHIBITS

Includes:

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

THIS INSTRUMENT RETURN TO:

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

THIS INSTRUMENT PREPARED BY:

Michael Gai
Sun-Tech Engineering, Inc
4577 Nob Hill Road Suite 102
Sunrise, Florida 33351

Property Appraiser's Parcel
 Identification No. 514022040021

ABSOLUTE BILL OF SALE

THIS BILL OF SALE is made by ANR Hotels, Inc.
, a Florida 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 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 paving and drainage facilities built and constructed to serve Holiday Inn Express and Suites.

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 24 day of APRIL, 2022

Signed, sealed and delivered
in the presence of:

ANR Hotels, Inc.,
a Florida Corporation

Print Name: Michael G. G.
Address: 4577 N. 103rd Ave. Suite 102
SUNRISE, FL 33351
Craig Macaulay
Print Name: Craig Macaulay
Address: 4577 N. 103rd Ave. Suite 102
SUNRISE, FL 33351

By: Ramubhai Patel
Name: Ramubhai Patel
Title: President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me
this 24 day of APRIL, 2022, by RAMUBHAI PATEL, as PRESIDENT of
ANR HOTELS, on behalf of the
company. He/She is personally known to me or did produce
as identification.



Andrew Venneman
Comm. #HH095676
Expires: Feb. 21, 2025
Bonded Thru Aaron Notary

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

SURVEYOR'S NOTES:

1. The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
2. This is not a Land Survey.
3. Measurements shown hereon are expressed in U.S. survey feet and decimal parts thereof.
4. The bearings shown hereon are based on the South line of Parcel "B", TRAMMELL CROW INDUSTRIAL CENTER, Plat Book 166, Page 18, having a bearing of North 89°41'12" East.
5. This drawing is not valid unless bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper. Unsigned copies may be provided for information purposes only.
6. Radius Professional Surveyor & Mapper, LLC reserved the right to utilize any and all information obtained in the preparation of this sketch for any other purposes.
7. The undersigned Surveyor has not been provided a current title commitment or abstract of matters affecting boundary or title to the subject property. It is possible that there are instruments which affect the subject property which are unknown to the reviewing Surveyor.
8. Radius Professional Surveyor & Mapper, LLC. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB.7733, pursuant to the provisions of Chapter 472, Florida Statutes.
9. Some features may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled dimensions.
10. This sketch and description consists of 3 sheets and each sheet shall not be considered full, valid and complete unless attached to each other.
11. Sources of information used in the preparation of this map of survey are as follows:
 - a) Plat of Trammell Crow Industrial Center, Plat Book 166, Page 18;
 - b) Water & Sewer Plan prepared by Sun-Tech Engineering, Inc., Job No. 16-3769.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that the herein captioned Sketch of Description is true and correct to the best of my knowledge and belief, as prepared under my direction, supervision and responsible charge. I further certify that this sketch meets the Minimum Technical Standards as set forth by the Florida board of Professional Surveyors and Mappers in Chapter 5j-17.051, Florida administrative code pursuant to Section 472-027, Florida Statutes.

Radius Professional Surveyor & Mapper, LLC
Date of Preparation: March 16, 2022



5/29/2023

MICHAEL D. KLIMKIEWICZ, P.S.M.
Professional Surveyor and Mapper
Florida Registration No. 6611

Date

DATE	REVISION	BY	CHK.	3769ST sklw-s.dwg	
				JOB No.:	16-3769ST
				(561)961-4066	
				30 PINEHURST LANE	
				BOCA RATON, FL 33431	

Radius
PROFESSIONAL SURVEYOR & MAPPER, LLC
LICENSED BUSINESS No. LB7733



LEGAL DESCRIPTION Utility Easement

An easement lying over and across 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 along the South line of said Parcel "B", North 89°41'12" East, 686.33 feet; thence North 00°18'48" West, 177.38 feet to the **POINT OF BEGINNING**; thence continue, North 00°18'48" West, 210.39 feet; thence North 90°00'00" East, 20.00 feet; thence South 00°18'48" East, 45.28 feet; thence North 89°41'12" East, 87.42 feet; thence North 44°41'12" East, 11.31 feet; thence North 89°41'12" East, 50.28 feet; thence South 00°00'00" East, 5.95 feet; thence North 90°00'00" East, 29.01 feet; thence South 45°18'48" East, 2.67 feet; thence North 89°41'12" East, 58.25 feet; thence South 45°18'48" East, 60.01 feet; thence South 00°18'48" East, 83.38 feet; thence North 89°41'12" East, 62.00 feet; thence North 00°18'48" West, 113.93 feet; thence North 67°11'12" East, 22.33 feet; thence South 82°56'16" East, 10.44 feet to a point on the arc of a non-tangent curve with a radial line through said point bearing North 84°02'15" West; thence southwesterly along the arc of said curve being concave to the southeast, having a radius of 2032.00 feet, a central angle of 00°28'30", an arc distance of 16.85 feet; thence South 67°11'12" West, 9.98 feet; thence South 00°18'48" East, 120.57 feet; thence South 89°41'12" West, 82.00 feet; thence South 00°18'48" East, 21.16 feet; thence South 89°41'12" West, 46.28 feet; thence North 00°18'48" West, 20.00 feet; thence North 89°41'12" East, 26.28 feet; thence North 00°18'48" West, 85.10 feet; thence North 45°18'48" West, 11.72 feet; thence South 44°41'12" West, 6.46 feet; thence North 45°18'48" West, 20.00 feet; thence North 44°41'12" East, 6.46 feet; thence North 45°18'48" West, 9.73 feet; thence South 00°18'48" East, 21.59 feet; thence South 89°41'12" West, 20.00 feet; thence North 00°18'48" West, 23.00 feet; thence South 89°41'12" West, 39.66 feet; thence North 45°18'48" West, 11.31 feet; thence South 89°41'12" West, 56.59 feet; thence South 44°41'12" West, 11.31 feet; thence South 89°41'12" West, 84.49 feet; thence South 00°18'48" East, 23.92 feet; thence South 89°41'12" West, 11.21 feet; thence South 00°18'48" East, 101.08 feet; thence North 89°41'12" East, 12.55 feet; thence South 00°18'48" East, 20.00 feet; thence South 89°41'12" West, 32.55 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Miramar, Broward County, Florida and containing 18,068 square feet, 0.4148 acres, more or less.

THIS DRAWING IS NOT VALID WITHOUT SHEETS 1 & 3

Radius

PROFESSIONAL SURVEYOR & MAPPER, LLC
LICENSED BUSINESS No. LB7733



3769ST W-S.dwg

JOB No.:

16-3769ST

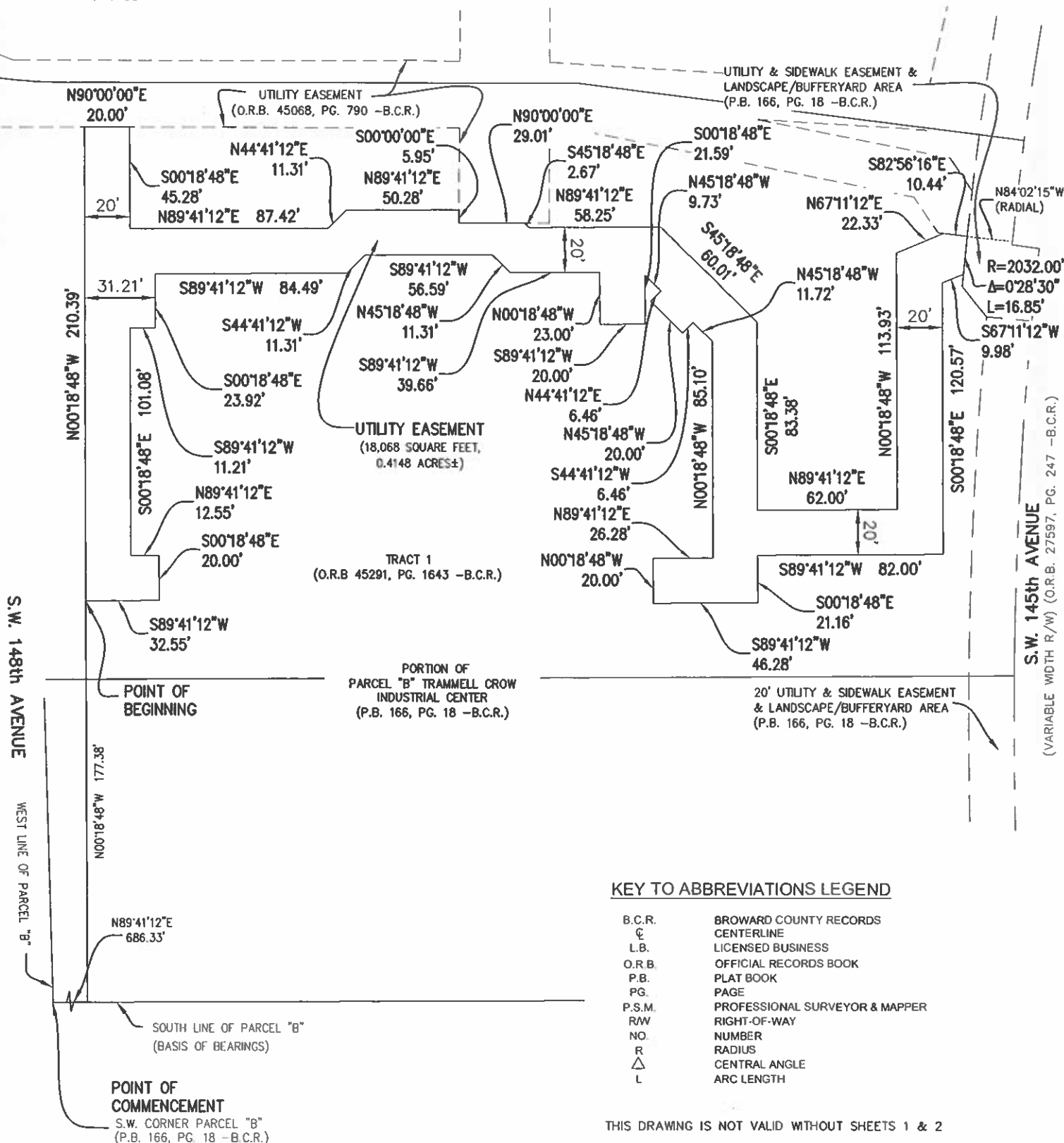
(561)961-4066

30 PINEHURST LANE
BOCA RATON, FL 33431

0 30 60

GRAPHIC SCALE IN FEET

1" : 60'



KEY TO ABBREVIATIONS LEGEND

B.C.R.	BROWARD COUNTY RECORDS
CL	CENTERLINE
L.B.	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
R/W	RIGHT-OF-WAY
NO.	NUMBER
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH

THIS DRAWING IS NOT VALID WITHOUT SHEETS 1 & 2

Radius

 PROFESSIONAL SURVEYOR & MAPPER, LLC
 LICENSED BUSINESS No. LB7733


3769ST W-S.dwg

JOB No.:

16-3769ST

(561)961-4066

30 PINEHURST LANE

BOCA RATON, FL 33431

EXHIBIT B
HOLIDAY INN EXPRESS AND SUITES
CERTIFIED FINAL COST

WATER DISTRIBUTION SYSTEM

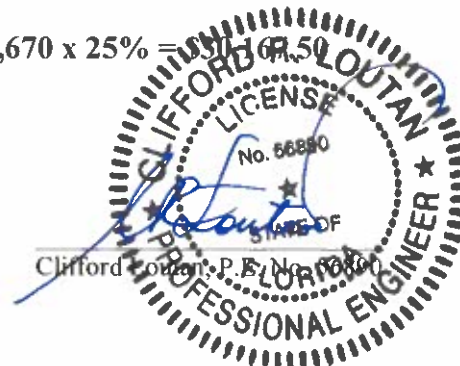
ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
8" DIP WM	882	LF	\$57	\$50,274
6" DIP WM	86	LF	\$46	\$3,956
4" PVC WM	30	LF	\$23	\$690
6" Gate Valves	3	EA	\$1,200	\$3,600
8" Gate Valves	7	EA	\$1,600	\$11,200
4" Gate Valves	1	EA	\$1,050	\$1,050
Fire Hydrant	4	EA	\$3,100	\$12,400
3" Water Meter Service	1	EA	\$4,300	\$4,300
Fittings	1	LS	\$10,300	\$10,300
12"x8" TSV	1	EA	\$9,300	\$9,300
8"x8" TSV	1	EA	\$7,600	\$7,600
			Sub Total	\$114,670

REUSE

2" Tapping Saddle	1	EA	\$2,500	\$2,500
2" Meter and Box	1	EA	\$3,500	\$3,500
			Sub Total	\$6,000

Total \$120,670

BOND REQUIRED \$120,670 x 25% = \$30,167.50



WARRANTY
(Corporate)

THIS WARRANTY made this _____ day of _____, 20____, by
ANR Hotels Inc., a Florida Corporation
(hereinafter referred to as "Warrantor"), whose address is 9481 Grand Estates Way
Boca Raton, Florida 33496, 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
_____ improvements (hereinafter the "Facilities") to serve Holiday Inn Express and
Suites (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.

ANR Hotels, Inc. [Name of
Corporation], a Florida Corporation
[insert name of state of incorporation]

WITNESSES:


Print Name: MICHAEL GRAY
Address: 4577 N.W. 6th Rd #102
SUNRISE, FL 33351


Print Name: Craig Macaulay
Address: 4577 N.W. 6th Rd #102
Sunrise, FL 33351

By: 
Print Name: Ramubhai Patel
Title: President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD)

THE FOREGOING INSTRUMENT was acknowledged before me this 24 day of
APRIL, 20 22, by RAMUBHAI PATEL as
PRESIDENT of ANR HOTELS, INC. a
on behalf of the CORPORATION. He/she ,
personally known to me (X) or has produced _____, as
identification.

SEAL



Andrew Venneman
Comm. #HH095676
Expires: Feb. 21, 2025
Bonded Thru Aaron Notary

My Commission Expires:

NOTARY PUBLIC



Print or Type Name of Notary Public

ANDREW VENNEMAN

SURVEYOR'S NOTES:

1. The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
2. This is not a Land Survey.
3. Measurements shown hereon are expressed in U.S. survey feet and decimal parts thereof.
4. The bearings shown hereon are based on the South line of Parcel "B", TRAMMELL CROW INDUSTRIAL CENTER, Plat Book 166, Page 18, having a bearing of North 89°41'12" East.
5. This drawing is not valid unless bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper. Unsigned copies may be provided for information purposes only.
6. Radius Professional Surveyor & Mapper, LLC reserved the right to utilize any and all information obtained in the preparation of this sketch for any other purposes.
7. The undersigned Surveyor has not been provided a current title commitment or abstract of matters affecting boundary or title to the subject property. It is possible that there are instruments which affect the subject property which are unknown to the reviewing Surveyor.
8. Radius Professional Surveyor & Mapper, LLC. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB.7733, pursuant to the provisions of Chapter 472, Florida Statutes.
9. Some features may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled dimensions.
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 - a) Plat of Trammell Crow Industrial Center, Plat Book 166, Page 18;
 - b) Water & Sewer Plan prepared by Sun-Tech Engineering, Inc., Job No. 16-3769.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that the herein captioned Sketch of Description is true and correct to the best of my knowledge and belief, as prepared under my direction, supervision and responsible charge. I further certify that this sketch meets the Minimum Technical Standards as set forth by the Florida board of Professional Surveyors and Mappers in Chapter 5j-17.051, Florida administrative code pursuant to Section 472-027, Florida Statutes.

Radius Professional Surveyor & Mapper, LLC

Date of Preparation: March 16, 2022




5/9/2023

MICHAEL D. KLIMKIEWICZ, P.S.M.

Date

Professional Surveyor and Mapper

Florida Registration No. 6611

DATE	REVISION	BY	CHK.	 PROFESSIONAL SURVEYOR & MAPPER, LLC LICENSED BUSINESS No. LB7733	3769ST sk1w-s.dwg
					JOB No.: 16-3769ST
					(561)961-4066
					30 PINEHURST LANE
					BOCA RATON, FL 33431

LEGAL DESCRIPTION Utility Easement

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THIS DRAWING IS NOT VALID WITHOUT SHEETS 1 & 3

Radius

PROFESSIONAL SURVEYOR & MAPPER, LLC
LICENSED BUSINESS No. LB7733



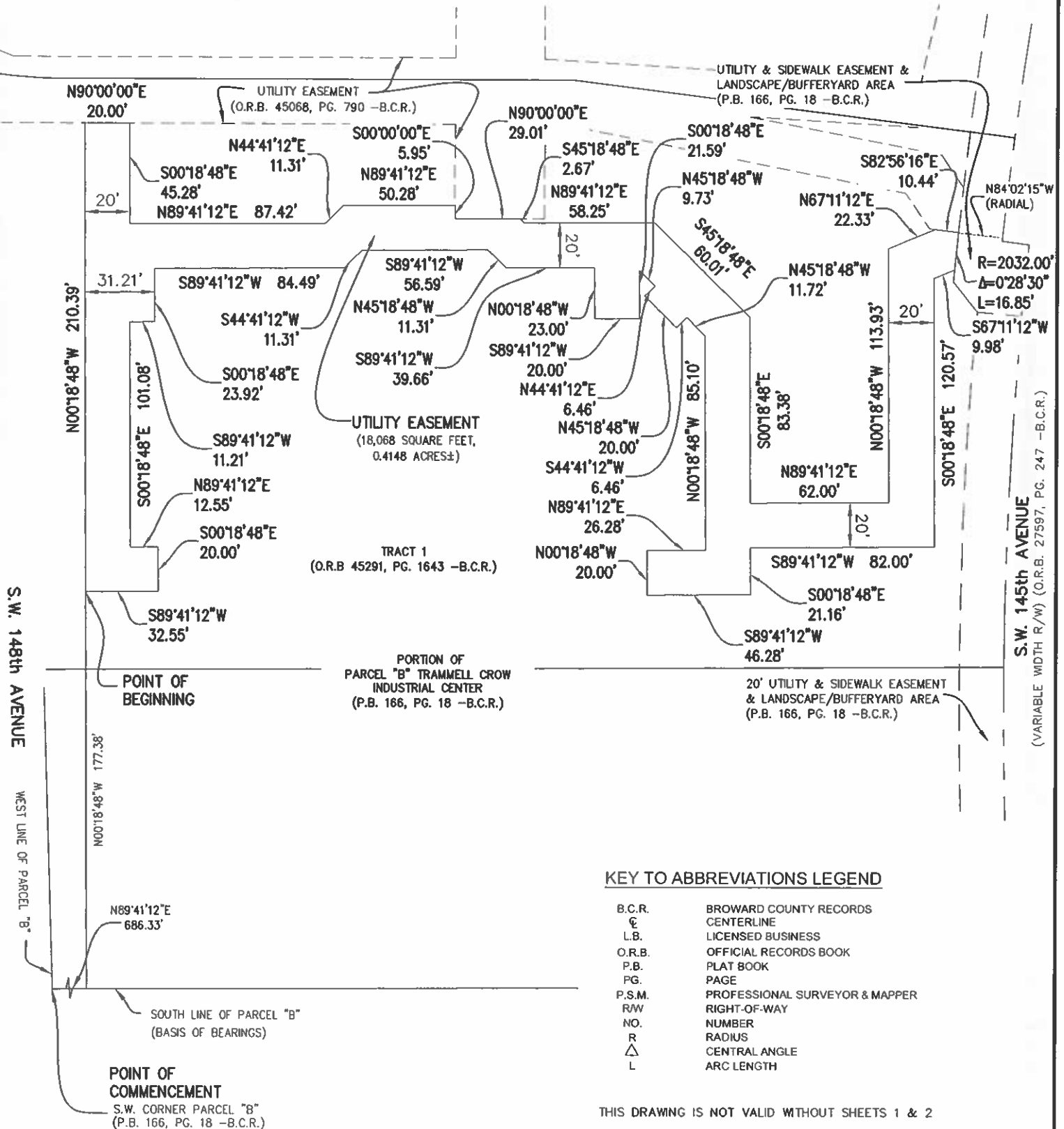
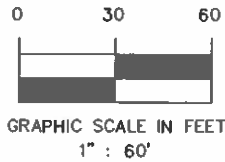
3769ST W-S.dwg

JOB No.:

16-3769ST

(561)961-4066

30 PINEHURST LANE
BOCA RATON, FL 33431



KEY TO ABBREVIATIONS LEGEND

B.C.R.	BROWARD COUNTY RECORDS
CL	CENTERLINE
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Certificate of Auth. #7097/LB 7019
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EXHIBIT B
HOLIDAY INN EXPRESS AND SUITES
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WATER DISTRUBUTION SYSTEM

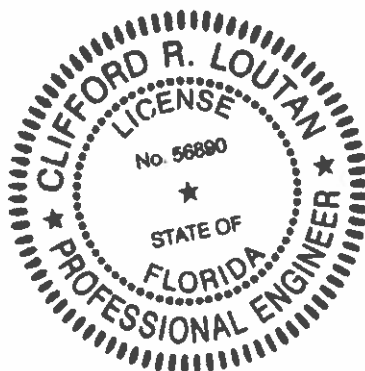
ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
8" DIP WM	882	LF	\$57	\$50,274
6" DIP WM	86	LF	\$46	\$3,956
4" PVC WM	30	LF	\$23	\$690
6" Gate Valves	3	EA	\$1,200	\$3,600
8" Gate Valves	7	EA	\$1,600	\$11,200
4" Gate Valves	1	EA	\$1,050	\$1,050
Fire Hydrant	4	EA	\$3,100	\$12,400
3" Water Meter Service	1	EA	\$4,300	\$4,300
Fittings	1	LS	\$10,300	\$10,300
12"x8"TSV	1	EA	\$9,300	\$9,300
8"x8' TSV	1	EA	\$7,600	\$7,600
Sub Total				\$114,670

REUSE

2" Tapping Saddle	1	EA	\$2,500	\$2,500
2" Meter and Box	1	EA	\$3,500	\$3,500
Sub Total				\$6,000

Total \$120,670

BOND REQUIRED \$120,670 x 25% = \$30,167.50



Clifford Loutan
Clifford Loutan, P.E. No. 56890

WAIVER AND RELEASE OF LIEN
(Corporate)

KNOW ALL MEN BY THESE PRESENTS, that Ryan Incorporated Southern 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:

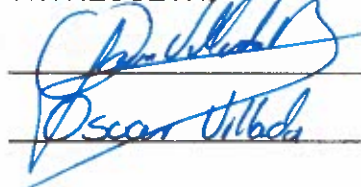
All facilities built and constructed to serve Holiday Inn and Suites Miramar located in the City of Miramar, Broward County, Florida as shown on Exhibit "A" attached hereto and made a part hereof and as more particularly described on Exhibit "B" attached hereto and made a part hereof.

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 4/27/22 (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 27th day of APRIL, 20 22.

WITNESSETH:


Oscar Vilchik


Ryan Incorporated Southern

Name of Corporation

By: 

Name: JOSEPH M. BURKE

Title: PRESIDENT

DATE	REVISION	BY	CHK.	 <p>Radius PROFESSIONAL SURVEYOR & MAPPER, LLC LICENSED BUSINESS No. LB7733</p>	3769ST sklw-s.dwg
					JOB No.: 16-3769ST
					(561)961-4066
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LICENSED BUSINESS No. LB7733



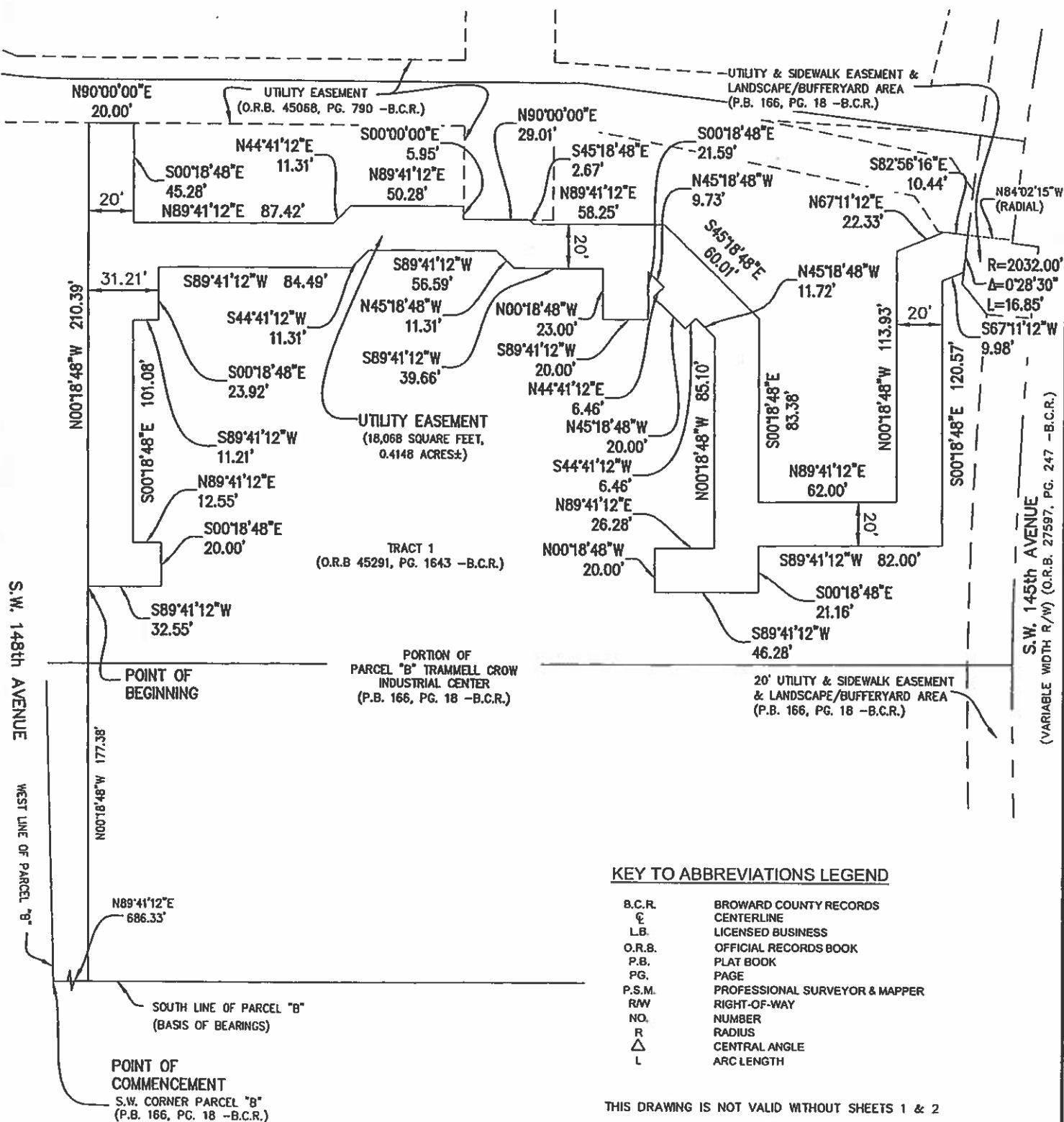
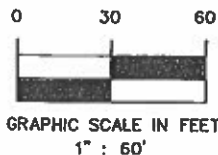
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Sub Total \$6,000

Total **\$120,670**

BOND REQUIRED \$120,670 x 25% = \$30,167.50

Clifford Loutan, P.E. No. 56890

NO LIEN AFFIDAVIT
(Corporate)

NO LIEN AFFIDAVIT

STATE OF Florida)
) ss
COUNTY OF Broward)

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


1. Affiant is the President [insert office held by affiant] of ANR Hotels, Inc.
_____ (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 2022.
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', materialmen's 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:




Craig Macawley

Craig Macawley

Craig Macawley

ANR Hotels, Inc.
(insert Name of Corporation), a _____
Florida Corporation [insert name
of state of incorporation]


By: 

Ramubhai Patel
Individually, and on behalf of the
Corporation

SWORN TO AND SUBSCRIBED before me this 16 day of
MARCH, 20 23.



Andrew Venneman
Comm. #HH095676
Expires: Feb. 21, 2025
Bonded Thru Aaron Notary



Notary Public, State of Florida
At Large

EXHIBIT A

SURVEYOR'S NOTES:

1. The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
2. This is not a Land Survey.
3. Measurements shown hereon are expressed in U.S. survey feet and decimal parts thereof.
4. The bearings shown hereon are based on the South line of Parcel "B", TRAMMELL CROW INDUSTRIAL CENTER, Plat Book 166, Page 18, having a bearing of North 89°41'12" East.
5. This drawing is not valid unless bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper. Unsigned copies may be provided for information purposes only.
6. Radius Professional Surveyor & Mapper, LLC reserved the right to utilize any and all information obtained in the preparation of this sketch for any other purposes.
7. The undersigned Surveyor has not been provided a current title commitment or abstract of matters affecting boundary or title to the subject property. It is possible that there are instruments which affect the subject property which are unknown to the reviewing Surveyor.
8. Radius Professional Surveyor & Mapper, LLC. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB.7733, pursuant to the provisions of Chapter 472, Florida Statutes.
9. Some features may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled dimensions.
10. This sketch and description consists of 3 sheets and each sheet shall not be considered full, valid and complete unless attached to each other.
11. Sources of information used in the preparation of this map of survey are as follows:
 - a) Plat of Trammell Crow Industrial Center, Plat Book 166, Page 18;
 - b) Water & Sewer Plan prepared by Sun-Tech Engineering, Inc., Job No. 16-3769.


SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that the herein captioned Sketch of Description is true and correct to the best of my knowledge and belief, as prepared under my direction, supervision and responsible charge. I further certify that this sketch meets the Minimum Technical Standards as set forth by the Florida board of Professional Surveyors and Mappers in Chapter 5j-17.051, Florida administrative code pursuant to Section 472-027, Florida Statutes.


Radius Professional Surveyor & Mapper, LLC
Date of Preparation: March 16, 2022

MICHAEL D. KLIMKIEWICZ, P.S.M. _____ Date
Professional Surveyor and Mapper
Florida Registration No. 6611

DATE	REVISION	BY	CHK.	



Radius
PROFESSIONAL SURVEYOR & MAPPER, LLC
LICENSED BUSINESS No. LB7733



JOB No.: 3769ST sklw-s.dwg
16-3769ST
(561)961-4066
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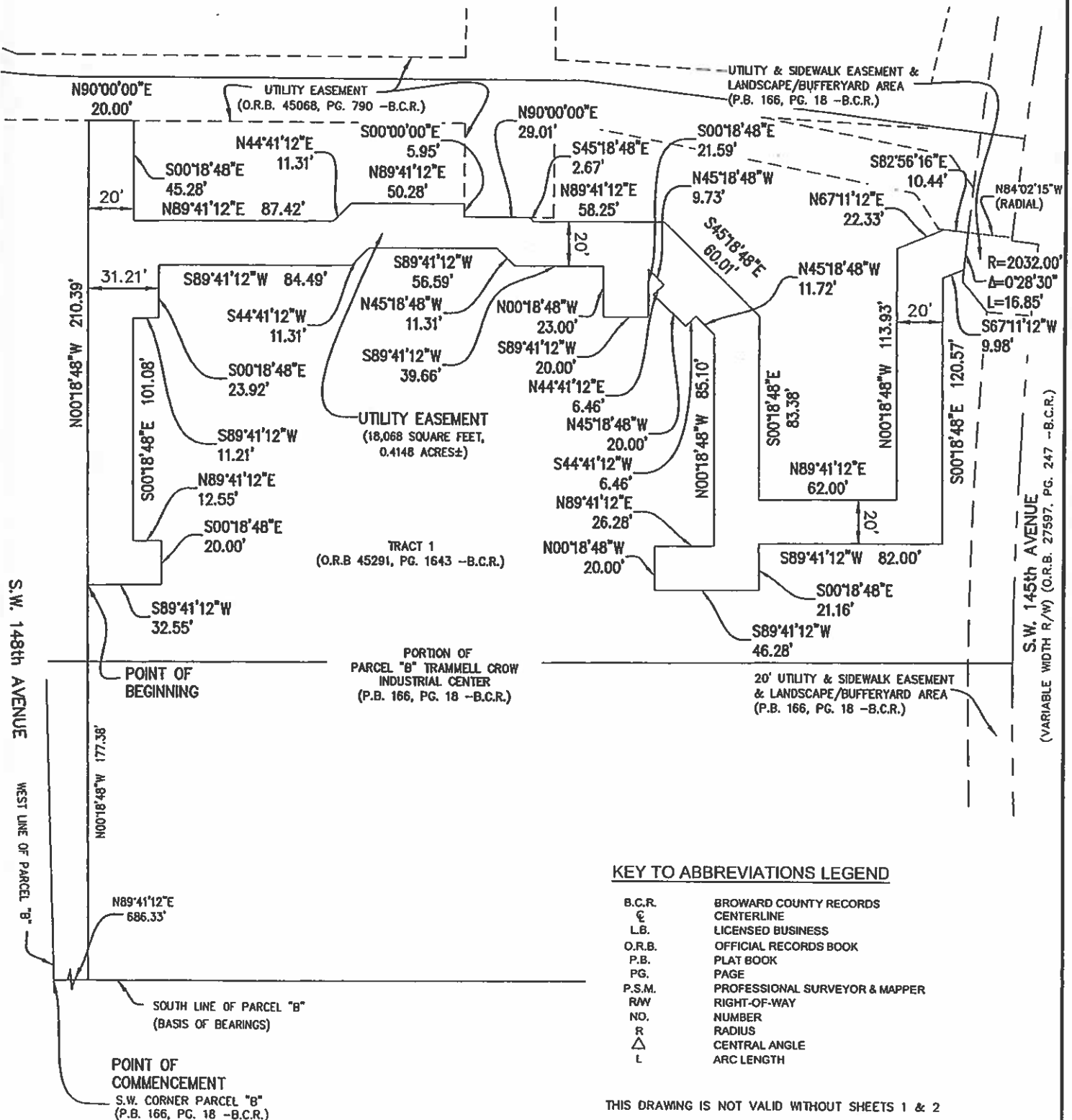
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THIS INSTRUMENT RETURN TO:

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

THIS INSTRUMENT PREPARED BY:

Michael Gai
Sun-Tech Engineering, Inc.
4577 Nob Hill Road Suite 102
Sunrise, Florida 33351

Part of Property Appraiser's Parcel
 Identification No. _____

EASEMENT

THIS EASEMENT (the Easement) is made this 24TH day of APRIL
 20_22_, by _____ ANR Hotels Inc. _____
 _____, ("Grantor") whose address is
9481 Grand Estates Way Boca Raton, FL. 33496 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:
 - 2.1 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.
 - 2.2 Vehicular and pedestrian ingress and egress to the Easement Property for the purposes outlined in this Section.
 - 2.3 Said Easement Property is together with all the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.
 - 2.4 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.
 - 2.5 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.
 - 2.6 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:

ANR Hotels Inc.

Print Name: MICHAEL GRI
Address: 4577 N. 13th Ave. Suite 102
SUNRISE, FL 33351

Craig Macaulay
Print Name: Craig Macaulay
Address: 4577 N. 13th Ave. Suite 102
Sunrise, FL 33351

By: Ramubhai Patel
Ramubhai Patel President
Address: 9481 Grand Estates Way
Boca Raton, Florida 33496

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24 day of APRIL, 2022, by RAMUBHAI PATEL, as President of ANR HOTELS, INC., on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.



Andrew Venneman
Comm. #HH095676
Expires: Feb. 21, 2025
Bonded Thru Aaron Notary

AV
Notary Public
State of Florida at Large
My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT

SURVEYOR'S NOTES:

1. The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
2. This is not a Land Survey.
3. Measurements shown hereon are expressed in U.S. survey feet and decimal parts thereof.
4. The bearings shown hereon are based on the South line of Parcel "B", TRAMMELL CROW INDUSTRIAL CENTER, Plat Book 166, Page 18, having a bearing of North 89°41'12" East.
5. This drawing is not valid unless bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper. Unsigned copies may be provided for information purposes only.
6. Radius Professional Surveyor & Mapper, LLC reserved the right to utilize any and all information obtained in the preparation of this sketch for any other purposes.
7. The undersigned Surveyor has not been provided a current title commitment or abstract of matters affecting boundary or title to the subject property. It is possible that there are instruments which affect the subject property which are unknown to the reviewing Surveyor.
8. Radius Professional Surveyor & Mapper, LLC is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB.7733, pursuant to the provisions of Chapter 472, Florida Statutes.
9. Some features may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled dimensions.
10. This sketch and description consists of 3 sheets and each sheet shall not be considered full, valid and complete unless attached to each other.
11. Sources of information used in the preparation of this map of survey are as follows:
 - a) Plat of Trammell Crow Industrial Center, Plat Book 166, Page 18;
 - b) Water & Sewer Plan prepared by Sun-Tech Engineering, Inc., Job No. 16-3769.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that the herein captioned Sketch of Description is true and correct to the best of my knowledge and belief, as prepared under my direction, supervision and responsible charge. I further certify that this sketch meets the Minimum Technical Standards as set forth by the Florida board of Professional Surveyors and Mappers in Chapter 5j-17.051, Florida administrative code pursuant to Section 472-027, Florida Statutes.

Radius Professional Surveyor & Mapper, LLC
Date of Preparation: March 16, 2022

MICHAEL D. KLIMKIEWICZ, P.S.M. _____ Date
Professional Surveyor and Mapper
Florida Registration No. 6611

DATE	REVISION	BY	CHK.	3769ST skt1w-a.dwg	
				JOB No.:	16-3769ST
				(561)961-4066	30 PINEHURST LANE
					BOCA RATON, FL 33431

Radius
PROFESSIONAL SURVEYOR & MAPPER, LLC
LICENSED BUSINESS No. LB7733

LEGAL DESCRIPTION Utility Easement

An easement lying over and across 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:

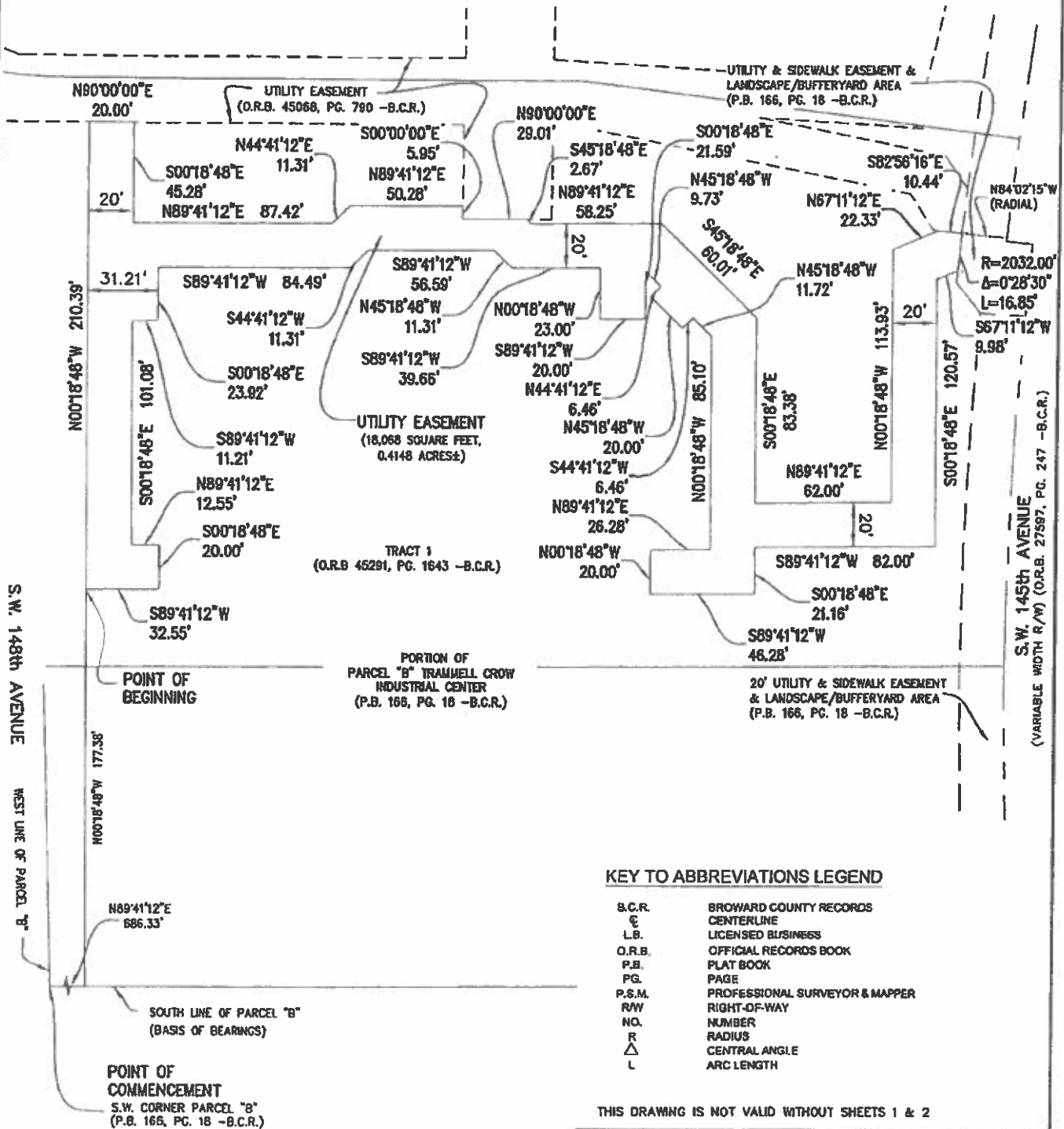
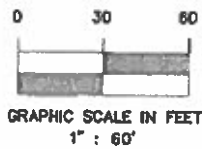
COMMENCE at the southwest corner of said Parcel "B"; thence along the South line of said Parcel "B", North 89°41'12" East, 686.33 feet; thence North 00°18'48" West, 177.38 feet to the POINT OF BEGINNING; thence continue, North 00°18'48" West, 210.39 feet; thence North 90°00'00" East, 20.00 feet; thence South 00°18'48" East, 45.28 feet; thence North 89°41'12" East, 87.42 feet; thence North 44°41'12" East, 11.31 feet; thence North 89°41'12" East, 50.28 feet; thence South 00°00'00" East, 5.95 feet; thence North 90°00'00" East, 29.01 feet; thence South 45°18'48" East, 2.67 feet; thence North 89°41'12" East, 58.25 feet; thence South 45°18'48" East, 60.01 feet; thence South 00°18'48" East, 83.38 feet; thence North 89°41'12" East, 62.00 feet; thence North 00°18'48" West, 113.93 feet; thence North 67°11'12" East, 22.33 feet; thence South 82°56'16" East, 10.44 feet to a point on the arc of a non-tangent curve with a radial line through said point bearing North 84°02'15" West; thence southwesterly along the arc of said curve being concave to the southeast, having a radius of 2032.00 feet, a central angle of 00°28'30", an arc distance of 16.85 feet; thence South 67°11'12" West, 9.98 feet; thence South 00°18'48" East, 120.57 feet; thence South 89°41'12" West, 82.00 feet; thence South 00°18'48" East, 21.16 feet; thence South 89°41'12" West, 46.28 feet; thence North 00°18'48" West, 20.00 feet; thence North 89°41'12" East, 26.28 feet; thence North 00°18'48" West, 85.10 feet; thence North 45°18'48" West, 11.72 feet; thence South 44°41'12" West, 6.46 feet; thence North 45°18'48" West, 20.00 feet; thence North 44°41'12" East, 6.46 feet; thence North 45°18'48" West, 9.73 feet; thence South 00°18'48" East, 21.59 feet; thence South 89°41'12" West, 20.00 feet; thence North 00°18'48" West, 23.00 feet; thence South 89°41'12" West, 39.66 feet; thence North 45°18'48" West, 11.31 feet; thence South 89°41'12" West, 56.59 feet; thence South 44°41'12" West, 11.31 feet; thence South 89°41'12" West, 84.49 feet; thence South 00°18'48" East, 23.92 feet; thence South 89°41'12" West, 11.21 feet; thence South 00°18'48" East, 101.08 feet; thence North 89°41'12" East, 12.55 feet; thence South 00°18'48" East, 20.00 feet; thence South 89°41'12" West, 32.55 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Miramar, Broward County, Florida and containing 18,068 square feet, 0.4148 acres, more or less.

THIS DRAWING IS NOT VALID WITHOUT SHEETS 1 & 3

Radius
PROFESSIONAL SURVEYOR & MAPPER, LLC
LICENSED BUSINESS No. LB7733

3769ST W-5.dwg
JOB No.: 16-3769ST
(561)961-4066
30 PINEHURST LANE
BOCA RATON, FL 33431



Radius

PROFESSIONAL SURVEYOR & MAPPER, LLC
LICENSED BUSINESS No. LB7733

3769ST W-S.dwg

JOB No.: 16-3769ST

(561)961-4066
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BOCA RATON, FL 33431

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 Abstract of Title or Policy of Title Insurance issued by Old Republic National Title Insurance Company updated as of April 19, 2022 and issued under No. MF6-8367998 covering the period from the beginning to the 19th day of April, 2022, at the hours of 8:00 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:

ANR Hotels, Inc., a Florida corporation

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):

Mortgage and Security Agreement in the amount of \$6,934,000.00 from ANR Hotels, Inc., a Florida corporation to Valley National Bank dated 9/27/2018 and recorded 10/1/2018 as Official Records Instrument Number 115354408, of the Public Records of Broward County, Florida.

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS & JUDGMENTS:**

None

3. **GENERAL EXCEPTIONS:**

- a. Taxes for 2022 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):

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

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

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 named ANR Hotels, Inc. is properly created as a corporation 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 party(ies) 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>
ANR Hotels, Inc.	Owner	N/A
Valley National Bank	Mortgagee	N/A

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

<u>NUMBER</u>	<u>COMPANY CERTIFYING</u>	<u>NO OF ENTRIES</u>	<u>PERIOD COVERED</u>
---------------	---------------------------	----------------------	-----------------------

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 25 day of April, 2022.

[Signature]
Name

Coker & Feiner
Firm Name

1404 S. Andrews Ave. Ft. Laud.
Address

338842
Florida Bar No.

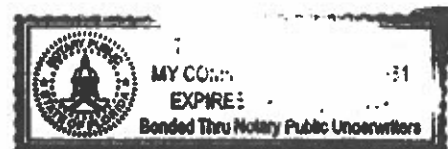
STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by physical presence this 25th day of April, 2022, by Richard G. Coker Jr. who (check one) [☒] is personally known to me or [☐] produced _____ as identification.

[Signature]
NOTARY PUBLIC, State of Florida

Print Name

My Commission Expires:



MORTGAGEE'S JOINDER AND CONSENT

STATE OF Florida)

COUNTY OF Indian River)

The undersigned hereby certifies that it is the holder of [a] Mortgage[s], upon the property described hereon and does hereby join in and consent to the dedication of the land described in said dedication by the owner thereof and agrees that its mortgage[s] which [is] [are] recorded in Official Record as Instrument No. 117722213 of the Public records of Broward County, Florida shall be subordinated to the dedication shown hereon

CORPORATION

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its [President] {Vice President] and its corporate seal to be affixed hereon by and with the authority of its Board of Directors this 22nd day of April 2022.

Valley National Bank

WITNESS: [Signature]
Print Name: Wendy Sheelin Perkins

BY: [Signature]
Print Name: Joseph L. Douse, Jr.
Title: Vice President

WITNESS [Signature]
Print Name: Joanna Brown

(CORPORATE SEAL)(If Available)

STATE OF Florida :
COUNTY OF Indian River : SS.

The foregoing Assignment of Mortgage was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 22 day of April, 2022, by Joseph Douse as Vice President of Valley National Bank, on behalf of the company. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

[Signature]
Notary Public

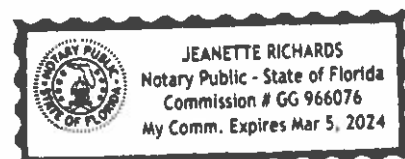


EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT

SURVEYOR'S NOTES:

1. The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
2. This is not a Land Survey.
3. Measurements shown hereon are expressed in U.S. survey feet and decimal parts thereof.
4. The bearings shown hereon are based on the South line of Parcel "B", TRAMMELL CROW INDUSTRIAL CENTER, Plat Book 166, Page 18, having a bearing of North 89°41'12" East.
5. This drawing is not valid unless bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper. Unsigned copies may be provided for information purposes only.
6. Radius Professional Surveyor & Mapper, LLC reserved the right to utilize any and all information obtained in the preparation of this sketch for any other purposes.
7. The undersigned Surveyor has not been provided a current title commitment or abstract of matters affecting boundary or title to the subject property. It is possible that there are instruments which affect the subject property which are unknown to the reviewing Surveyor.
8. Radius Professional Surveyor & Mapper, LLC. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB.7733, pursuant to the provisions of Chapter 472, Florida Statutes.
9. Some features may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled dimensions.
10. This sketch and description consists of 3 sheets and each sheet shall not be considered full, valid and complete unless attached to each other.
11. Sources of information used in the preparation of this map of survey are as follows:
 - a) Plat of Trammell Crow Industrial Center, Plat Book 166, Page 18;
 - b) Water & Sewer Plan prepared by Sun-Tech Engineering, Inc., Job No. 16-3769.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that the herein captioned Sketch of Description is true and correct to the best of my knowledge and belief, as prepared under my direction, supervision and responsible charge. I further certify that this sketch meets the Minimum Technical Standards as set forth by the Florida board of Professional Surveyors and Mappers in Chapter 5j-17.051, Florida administrative code pursuant to Section 472-027, Florida Statutes.

Radius Professional Surveyor & Mapper, LLC
 Date of Preparation: March 16, 2022

MICHAEL D. KLIMKIEWICZ, P.S.M. _____ Date
 Professional Surveyor and Mapper
 Florida Registration No. 6611

DATE	REVISION	BY	CHK.	3769ST sk1w-a.dwg	
				JOB No.:	16-3769ST
				(561)961-4066	
				30 PINEHURST LANE	
				BOCA RATON, FL 33431	

Radius
 PROFESSIONAL SURVEYOR & MAPPER, LLC
 LICENSED BUSINESS No. LB7733

LEGAL DESCRIPTION Utility Easement

An easement lying over and across 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 along the South line of said Parcel "B", North 89°41'12" East, 686.33 feet; thence North 00°18'48" West, 177.38 feet to the **POINT OF BEGINNING**; thence continue, North 00°18'48" West, 210.39 feet; thence North 90°00'00" East, 20.00 feet; thence South 00°18'48" East, 45.28 feet; thence North 89°41'12" East, 87.42 feet; thence North 44°41'12" East, 11.31 feet; thence North 89°41'12" East, 50.28 feet; thence South 00°00'00" East, 5.95 feet; thence North 90°00'00" East, 29.01 feet; thence South 45°18'48" East, 2.67 feet; thence North 89°41'12" East, 58.25 feet; thence South 45°18'48" East, 60.01 feet; thence South 00°18'48" East, 83.38 feet; thence North 89°41'12" East, 62.00 feet; thence North 00°18'48" West, 113.93 feet; thence North 67°11'12" East, 22.33 feet; thence South 82°56'16" East, 10.44 feet to a point on the arc of a non-tangent curve with a radial line through said point bearing North 84°02'15" West; thence southwesterly along the arc of said curve being concave to the southeast, having a radius of 2032.00 feet, a central angle of 00°28'30", an arc distance of 16.85 feet; thence South 67°11'12" West, 9.98 feet; thence South 00°18'48" East, 120.57 feet; thence South 89°41'12" West, 82.00 feet; thence South 00°18'48" East, 21.16 feet; thence South 89°41'12" West, 46.28 feet; thence North 00°18'48" West, 20.00 feet; thence North 89°41'12" East, 26.28 feet; thence North 00°18'48" West, 85.10 feet; thence North 45°18'48" West, 11.72 feet; thence South 44°41'12" West, 6.46 feet; thence North 45°18'48" West, 20.00 feet; thence North 44°41'12" East, 6.46 feet; thence North 45°18'48" West, 9.73 feet; thence South 00°18'48" East, 21.59 feet; thence South 89°41'12" West, 20.00 feet; thence North 00°18'48" West, 23.00 feet; thence South 89°41'12" West, 39.66 feet; thence North 45°18'48" West, 11.31 feet; thence South 89°41'12" West, 56.59 feet; thence South 44°41'12" West, 11.31 feet; thence South 89°41'12" West, 84.49 feet; thence South 00°18'48" East, 23.92 feet; thence South 89°41'12" West, 11.21 feet; thence South 00°18'48" East, 101.08 feet; thence North 89°41'12" East, 12.55 feet; thence South 00°18'48" East, 20.00 feet; thence South 89°41'12" West, 32.55 feet to the Point of Beginning.

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THIS DRAWING IS NOT VALID WITHOUT SHEETS 1 & 3

Radius

PROFESSIONAL SURVEYOR & MAPPER, LLC
LICENSED BUSINESS No. LB7733

JS

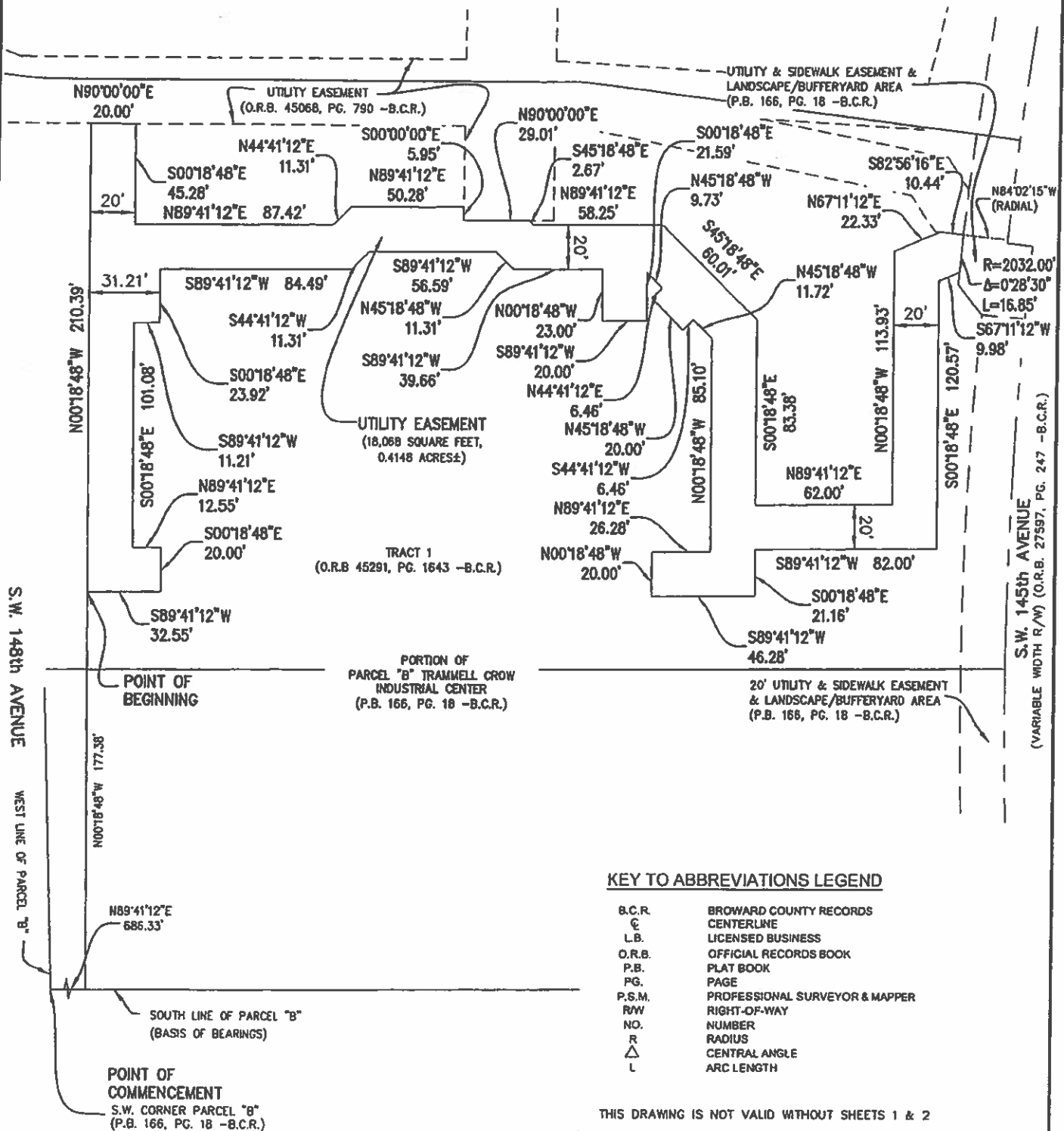
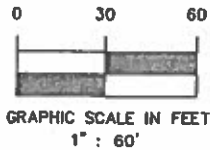
3769ST W-S.dwg

JOB No.:

16-3769ST

(561)961-4066

30 PINEHURST LANE
BOCA RATON, FL 33431



Radius

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LICENSED BUSINESS No. LB7733

JOB No.: 16-3769ST

(561)961-4066
30 PINEHURST LANE
BOCA RATON, FL 33431

EXHIBIT "B"

SPECIAL EXCEPTIONS

2. All matters contained on the Plat of TRAMMELL CROW INDUSTRIAL CENTER, as recorded in Plat Book 166, Page 18, as amended by Agreement for Amendment of Notation on Plat recorded in O.R. Book 31303, Page 844 and as amended by Agreement for Amendment of Notation on Plat recorded in O.R. Book 30576, Page 1586, O.R. Book 30574, Page 1832 and Resolution No. 00-188 abandoning platted Utility Easement recorded in O.R. Book 30513, Page 710, Public Records of Broward County, Florida.
3. Reservations for "Right of Ingress, egress, light, air and view" in favor of the Department of Transportation contained in document filed September 21, 1978 in O.R. Book 7783, Page 241, Public Records of Broward County, Florida. (Note: This exception affects the subject property and not 1-75)
4. Broward County Resolution No. 93-750 recorded July 30, 1993, in O.R. Book 20867, Page 145, Public Records of Broward County, Florida.
5. Terms and provisions of that Memorandum of Agreement with the City of Miramar filed December 30, 1995, recorded in O.R. Book 22990, Page 761; which provides notice of special assessments, Public Records of Broward County, Florida.
6. Easement recorded in O.R. Book 26179, Page 649, as modified in O.R. Book 30400, Page 1494, Public Records of Broward County, Florida.
7. Resolution recorded in O.R. Book 30513, Page 710, Public Records of Broward County, Florida.
8. Drainage Easements executed in favor of South Broward Drainage District recorded in O.R. Book 30851, Page 1199 and O.R. Book 30851, Page 1207, Public Records of Broward County, Florida.
9. Joint Form Deed of Conservation Easement recorded in O.R. Book 26629, Page 288, Public Records of Broward County, Florida.
10. Terms and provisions of that Master Utility Construction Agreement with City of Miramar recorded in O.R. Book 27888, Page 475, Public Records of Broward County, Florida.
11. Terms and provisions of that Agreement for Traffic Signalization with Broward County recorded in O.R. Book 29104, Page 423, Public Records of Broward County, Florida.
12. Resolution recorded in O.R. Book 31125, Page 1113, Public Records of Broward County, Florida.
13. Drainage Easement recorded in O.R. Book 31125, Page 1222, Public Records of Broward County, Florida.
14. Resolution recorded in O.R. Book 31370, Page 401, Public Records of Broward County, Florida.

15. Easement granted to the City of Miramar recorded in O.R. Book 34306, Page 1757, Public Records of Broward County, Florida.
16. Warranty Deed (for right of way purposes) to the City of Miramar recorded in O.R. Book 30400, Page 1498, amended in O.R. Book 43632, Page 1559, Public Records of Broward County, Florida.
17. Resolution recorded in O.R. Book 43662, Page 1250, Public Records of Broward County, Florida.
18. Service Agreement for Water and Sanitary Sewage Facilities recorded in O.R. Book 44012, Page 1723, Public Records of Broward County, Florida.
19. Easement in favor of Florida Power and Light Company recorded in O.R. Book 44552, Page 1089, Public Records of Broward County, Florida.
20. Easement in favor of Bellsouth recorded in O.R. Book 44552, Page 1095, Public Records of Broward County, Florida.
21. Drainage Easements recorded in O.R. Book 44875, Page 974, Public Records of Broward County, Florida.
22. Revocable License Agreement to Encroach into Easement recorded in O.R. Book 44950, Page 974, Public Records of Broward County, Florida.
23. Easement in favor of City of Miramar recorded in O.R. Book 45068, Page 790, Public Records of Broward County, Florida.
24. Declaration of Access Easement recorded in O.R. Book 45291, Page 1643, Public Records of Broward County, Florida.
25. Resolution No. 17-77 for application approving site plan for Five-Story Hotel recorded in Instrument Number I 14280552, Public Records of Broward County, Florida.
26. Traffic Signalization Agreement between City of Miramar and ANR Hotels, Inc., a Florida corporation recorded in Instrument Number I 14432316, Public Records of Broward County, Florida.
27. Service Agreement for Water and Sanitary Sewage Facilities for Holiday Inn Express and Suites recorded in Instrument Number 115180124, Public Records of Broward County, Florida.
28. Agreement for Amendment to Notation on Plat recorded on 9/10/2020 in Instrument No. 116722649 of the Public Records of Broward County, Florida.
29. Performance Bond recorded on 2/04/3021 in Instrument No. 117035707 of the Public Records of Broward County, Florida.

ALTERNATE SECURITY BY CASH BOND

MAINTENANCE CASH BOND

CASH BOND GIVEN BY ANR Hotels Inc.

TO THE CITY OF MIRAMAR, FLORIDA (the "CITY")

I. This cash bond is hereby provided in lieu of a surety obligation (the "Security")

for: (Check applicable box to indicate security)

() Surety Bond for Improvements

(X Maintenance Bond for Improvements

) Other Bond _____

II. Each of the terms, provisions, and conditions of the above indicated Security are hereby incorporated by reference and shall be binding upon the undersigned Principal to the same extent as provided in that certain (Surety Bond for Improvements, Maintenance Bond for Improvements, Other Bond) Security in the form attached hereto as Exhibit "A", except that the Surety referenced in such form shall not be applicable, and Principal shall not have any rights otherwise provided to a Surety.

III. This Cash Bond shall be effective upon receipt by City of cash (U.S. Dollars) or cashiers check or bank clearances of other check, and execution and acceptance hereof.

Witness my hand this 27th day of APRIL, 20 22

ANR Hotels, Inc.

NAME OF PRINCIPAL

9481 Grand Estates Way Boca Raton, Florida 33496

By: Ramubhai Patel
Ramubhai Patel President

Attest:

Name

MICHAEL GAI

Witnessed:

Accepted by City of Miramar this 11 day of May, 20 23

City of Miramar

Payment Receipt / Deposit Form:

Engineering Services – DEPT # 55

Deposit Date: 5/2/23 Batch #: _____
 Staff Name completing deposit (Print): Joseph Jardine
 Verification / date: _____
 Customer Name / Address: ANR Hotels Inc., D/B/A Holiday Inn Express & Suites,
9481 Grand Estates Way, Boca Raton, FL 33496
 Description: Holiday Inn Express & Suites Maintenance Cash Bond

<u>Account Name</u>	<u>Revenue Account #</u>	<u>Amount</u>
YOUR ACCOUNT NAME	YOUR ACCOUNT NUMBER	
Miscellaneous Revenue	001-00-000-000-000-369900	
Engineering Permits	410-55-565-000-000-329100	
8% Surcharge	001-41-404-000-000-322110	
Performance Bond	001-00-000-000-000-220102	\$30,167.50
Recording Fees	001-08-100-512-000-604931	
Impact Fees – Park	387-00-000-000-000-324611	
Impact Fees – Admin. Park	387-00-000-000-000-324611	
Impact Fees – Water	414-00-000-000-000-324210	
Impact Fees – Wastewater	414-00-000-000-000-324211	
Impact Fees – Water Dev.	414-00-000-000-000-324212	
Impact Fees – Wastewater Dev.	414-00-000-000-000-324213	
Total Deposit:		\$30,167.50
Line A	Total Cash:	
Line B	Total checks/money orders:	
Line C	Total credit cards:	
(if a refund was given this amount will not equal Total deposit)	Line D Total revenue (add lines A-C):	

<u>Account Name</u>	<u>Refund Account #</u>	<u>Amount</u>
Total refunds:		
Total deposit:		
Total refunds:		
(This amount must be equal to the Total revenue)		Deposit minus refunds:

City of Miramar
TOWN CENTER
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025
(954) 602-3000
Welcome

011100 0035 Shona P. 05/02/2023 10:47AM

MISCELLANEOUS

Description: PERFORMANCE
BOND (220102)

Reference 1: MAINTENANCE
BOND

Reference 2: JOSEPH J
PERFORMANCE BOND (220102)

2023 Item: 220102

1.0 @ 30,167.50

30,167.50

801-00-000-000-000-1041

00-

30,167.50D

001-00-000-000-000-2201

02-

30,167.50C

Payment Id: 1265543

30,167.50

Subtotal

30,167.50

Total

30,167.50

CHECK

Check Number 1343

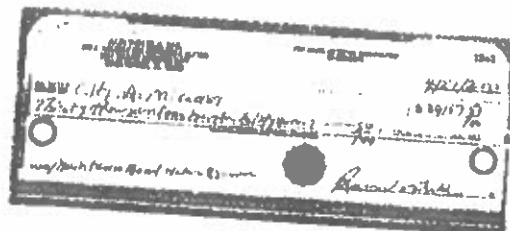
30,167.50

Change due

0.00

Paid by: ANR HOTELS INC

Comments: HOLIDAY INN
EXPRESS & SUITES
MAINTENANCE BOND



Thank you for your payment

CUSTOMER COPY

MAINTENANCE BOND FOR IMPROVEMENTS

MAINTENANCE BOND GIVEN BY: _____

AND _____

TO THE CITY OF MIRAMAR.

Maintenance bond given by _____,
as PRINCIPAL, a _____ existing under the laws of the State of
_____, of _____
(Address)
_____, City of _____
County of _____, State of _____

AND

_____, as SURETY, a surety company and/or
insurance company incorporated under the laws of the State of _____, or
a partnership pursuant to the laws of the State of _____ and authorized to
transact surety in the State of Florida.

TO

**THE CITY OF MIRAMAR, as OBLIGEE, a municipal corporation, pursuant to the
laws of the State of Florida.**

BY THIS BOND, We _____
as PRINCIPAL and _____
as SURETY, a corporation incorporated under the law of the State of _____,
or a _____ partnership under the laws of the State of _____
and authorized to do business in the State of Florida and on the list of surety companies
approved by the Treasurer of the United States, are bound to the City of Miramar, as the

OBLIGEE, hereinafter referred to as CITY, a municipal corporation pursuant to the laws of the State of Florida, in the full sum of _____ (United States Dollars) (\$_____), for payment of which PRINCIPAL and SURETY jointly and severally bind ourselves, our successors, assigns, and personal representatives.

SEALED with our Seals, signed and delivered this _____ day of _____, 20____.

WHEREAS, PRINCIPAL has applied to the City for acceptance of certain (Specify type of improvement: water, sewer, reuse, paving, drainage) subdivision improvements for _____; and
(Name of Project)

WHEREAS, the Code of the City of Miramar requires that adequate security be posted to insure prompt repair or replacement of those subdivision improvements accepted by the City, and

WHEREAS, PRINCIPAL is required to, within fifteen (15) calendar days of being notified by the City's Director of Public Works/Utilities, repair or replace damaged or defective subdivision improvements for _____ attached hereto and
(Name of Project) and incorporated herein,

NOW, THEREFORE, THE CONDITIONS OF THIS BOND are such that if PRINCIPAL;

1. Corrects defects or repairs damage to subdivision improvements in a timely manner as specified by the Director of Public Works/Utilities; and
2. Pays promptly all persons, firms and corporations that supply labor, materials and supplies used in the repair and replacement of the subdivision improvements, for a

period of twelve (12) continuous months from _____.
(Date of Acceptance)

3. At the end of the one year maintenance period, the sanitary sewer system shall be cleaned and televised. The storm sewer system shall be cleaned free of any accumulated sediment during said maintenance period. Then this Surety Bond shall be void; otherwise it remains in full force.

PRINCIPAL and SURETY jointly and severally understand, in the event the PRINCIPAL fails or refused to repair or replace damaged or defective subdivision improvements, the CITY has the right to recover the full amount of this Surety Bond for the purpose of the amount due to the CITY up to the face amount of the Bond by letter signed by the Director of Public Works/Utilities, or a designee, stating that the PRINCIPAL has defaulted on its obligation to complete the required repairs. PRINCIPAL and SURETY also understand, in the event the CITY elects to collect monies from SURETY and the funds recovered thereby prove insufficient to complete the repairs, the PRINCIPAL shall be liable hereunder to pay to the CITY upon the completion of the repairs the final total cost thereof, including but not limited to, engineering, legal, and contingent costs together with any damages, direct or consequential, which the CITY may sustain because of PRINCIPAL' S failure to comply with all of the requirements hereof.

In the event the CITY receives a Notice of Cancellation of this Surety Bond and a substitute form of security is not received by the CITY sixty (60) calendar days prior to the cancellation date, the PRINCIPAL shall be deemed in default and the provisions herein shall apply.

PRINCIPAL and SURETY jointly and severally understand and agree that the failure to complete the designated repairs within fifteen (15) calendar days after written notice from the CITY to do so, shall be deemed a default and refusal to comply with the requirements of this Maintenance Bond.

This Maintenance Bond shall remain in full force and effect for a period of one (1) year, beginning on _____ and ending _____
(Date of Acceptance)

IN WITNESS WHEREOF the PRINCIPAL has caused this Bond to be executed by its President and attested by its Secretary and its corporate seal to be affixed or by its general partner; the SURETY has caused this Bond to be executed in its name by its Attorney-In-Face duly authorized thereunto so to do, and its corporate seal to be affixed, all on the date first written above.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)

PRINCIPAL

ATTEST:

Secretary

President of PRINCIPAL

(SEAL)

WITNESSES:

General Partner

SURETY

SEAL

Signed, Sealed and Delivered

By: _____
As SURETY

In the Presence of:



LOCATION MAP

Folio # 514022040021

SERVICE AGREEMENT FOR WATER AND SANITARY SEWAGE FACILITIES

Holiday Inn ^{FOR} Express and Suites

This Service Agreement for Water and Sanitary Sewage Facilities (the "Agreement") is made and entered into this 28 day of June, 2018 by and between the City of Miramar, a municipal corporation of the State of Florida (the "City") whose address is 2300 Civic Center Place, Miramar, Florida and ANK Hotels Inc. dba Holiday Inn Express and Suites (the "Developer") whose address is 9481 Grand Estates Way Boca Raton, Florida - 33496. City and Developer shall collectively be referred to in this Agreement as the "Parties".

RECITALS

I. The Developer is the owner of real property in the City of Miramar, Broward County, Florida, as more particularly shown and described in the attached Exhibit "A" (the "Property").

II. The Property is suitable for development but is presently without water and sewer facilities.

III. The City owns and operates water and sewer systems throughout the City (the "City's Systems").

IV. The Developer, at its sole cost and expense, is willing to design, construct and install the necessary water mains, valves, fire hydrants, services, firelines, sewage pumping station, force main, gravity sewer mains, manholes, extensions, laterals and other appurtenances necessary to furnish water supply and sewage disposal service to the Property.

V. The City desires to allocate water and sewer treatment plant capacity, if available, for the Property, and to provide water service from the water transmission facilities and sewage disposal service through its sewage transmission facilities in the vicinity of the Property.

VI. Both the City and the Developer recognize that water is a natural resource of limited supply that must be regulated and controlled to assure an adequate supply for all members of the public and that this natural resource must only be the subject of a reasonable beneficial use so that the quantity used is necessary for economic and efficient utilization for a purpose and in a manner that is both reasonable and consistent with the public interest.

VII. Both the Developer and the City recognize that the supply of water and the collection and disposal of sewage by the City for the Property are subject to regulation, prohibition, limitation and restriction by local, state and federal governmental agencies.

VIII. The Developer recognizes and agrees that the City's obligations for the provision of water and for the collection and disposal of sewage for the Property are at all times subject to such governmental regulation, prohibition, limitation and restriction, and that these factors are beyond the control and responsibility of the City.

IX. The Developer recognizes and agrees that the City has existing engineering standards of construction for engineering design specifications, which may be amended from time to time and that must be complied with.

X. The City and the Developer desire to enter into this Agreement setting forth the mutual understandings and undertakings regarding the furnishing of water and sewer service for the Property.

XI. Developer has requested the reservation of 37 Equivalent Residential Connections pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, the Parties covenant and agree as follows:

A. Definitions.

1. *Department* means the City's Construction and Facilities Management Department.
2. *Director* means the Director of the City's Construction and Facilities Management Department or its authorized representative.
3. *Engineering Standards* means the construction and/or design specifications established by the City's Construction and Facilities Management Department, which are existing at the time of Project detailed engineering design.
4. *Equivalent Residential Connection ("ERC")* shall have the meaning set forth in the City's Code of Ordinances.
5. *On Site Private Facilities* means all water and sewer facilities not conveyed to the City and which are not located within dedicated rights of way or City owned easement areas, including but not limited to all plumbing facilities located on private property. Ownership by the City shall terminate at the outlet side of each water meter or at the property or easement line for sewage facilities.
6. *Plans and Specifications* means the plans, specifications and any other technical data necessary for the construction of the Water and Sewage

Facilities. The Plans and Specifications shall be prepared and certified by a Florida registered professional engineer.

7. *Water and Sewage Facilities* means all the necessary water and sewer facilities to serve the Property, including but not limited to any and all water mains, valves, fittings, fire hydrants, firelines, service connections, service lines, shutoffs, meter boxes, sewage pumping stations, force mains, gravity sewer mains, laterals, manholes, services and all appurtenances thereto necessary for a complete water and sewer system.

B. Proposed Use.

The Developer intends to construct a hotel consisting of 117 rooms on the Property for a total of 37 ERCs (the "Project").

C. Developer's Obligations.

1. **Design.** The Developer, at its sole cost and expense, shall be responsible for designing and preparing the Plans and Specifications in accordance with the existing or as amended Engineering Standards. The Plans and Specifications shall be approved in writing by the Director and by any other governmental entity whose approval is required. No work shall commence until the Plans and Specifications are approved in writing by the Director and a construction permit is issued.
2. **Construction and Installation.** The Developer, at its sole cost and expense, shall construct and install the Water and Sewage Facilities in accordance with the approved Plans and Specifications.
3. **Onsite Private Facilities.** The Developer, at its sole cost and expense, shall design, construct and install all Onsite Private Facilities. The Onsite Private Facilities shall be owned, operated repaired and maintained by the Developer, its successors and/or assigns, in good order and condition and in accordance with applicable City regulations. As part of the Onsite Private Facilities, Developer shall install cleanout on consumer's sewage service at the Property line or easement line in accordance with current Utility Standard Details. The City shall not be liable or responsible for any defects or repairs to the Onsite Private Facilities.
4. **Inspections.** The Developer, at its sole cost and expense, shall retain the services of a Florida registered professional engineer for the purposes of inspecting and supervising the construction and installation of the Water and Sewage Facilities to insure compliance with accepted civil engineering practices and the approved Plans and Specifications. Prior to conveying the Water and Sewer Facilities to the City, the engineer shall certify in writing

that the construction and installation of the Water and Sewage Facilities comply with accepted civil engineering practices and are in substantial conformance with the approved Plans and Specifications. The City shall have the right but not the obligation to make inspections of all the construction work performed by or for the Developer under the terms of this Agreement, including both onsite and offsite facilities, and regardless of whether or not the facilities will be subsequently owned by the City. Such inspections shall not be construed to constitute any guarantee on the part of the City as to materials or workmanship, nor shall they relieve the Developer of the responsibility for the proper construction of said facilities in accordance with the requirements of the approved Plans and Specifications, nor shall the inspections, if undertaken, abrogate any warranties made by the Developer as to the quality and condition of the materials and workmanship.

5. **Compliance with Applicable Laws.** The work to be performed by Developer pursuant to the provisions set forth herein shall be in accordance with all requirements of the regulatory agencies that have jurisdiction over the subject matter of this Agreement, as well as all applicable federal and state Statutes, County and City ordinances. The requirements of this paragraph shall govern regardless of any errors or omissions in the approved Plans and Specifications.
6. **Approvals and Permits.** The Developer or its agents, at its sole cost and expense, shall be fully responsible for obtaining all required approvals from all governmental agencies and for obtaining all necessary construction permits for all the Water and Sewage Facilities contemplated in the approved Plans and Specifications.
7. **Accuracy of Information.** The Developer shall furnish to the City accurate information with regard to all matters under this Agreement. The Developer shall be responsible for errors or changes in the information furnished to the City under this Agreement.
8. **Surety Bonds.** Developer shall post a surety bond in the amount of 125% of the Engineer's estimated construction cost of the work as shown on the approved Plans and Specifications, as a guaranty that the work will be completed in accordance with the approved Plans and Specifications. The surety bond shall be posted with a surety company acceptable to the City and that is authorized to write bonds of such character and amount under the laws of the State of Florida. The attorney-in-fact or other officer who signs a bond must file with such bond a certified copy of his power of attorney authorizing him to do so. A bond must be countersigned by the surety's Florida agent. In all such bonds, the City shall be named as "Obligee." A surety company must have a Best's Key Rating Guide General Policyholder's Rating of "A" or better and a Financial Category of Class "V" or better to be acceptable to the City.

D. Pre-construction Meeting.

Developer and/or his contractor shall arrange for and hold a pre-construction meeting with the Director or an authorized representative. Notification of said meeting shall be made in writing and received by the Parties 72 hours in advance of said meeting. The meeting shall be held at least 24 hours prior to start of each phase of construction. The meeting shall take place at the City or at a place convenient to the Director.

E. Engineers Present at Tests.

During construction and at the time when periodic inspections are required, to wit, at water and force main pressure testing, sewer lapping and at sewer exfiltration tests, the Director or his authorized representative may be present and Developer's engineer shall be present to observe and witness tests for determination of conformance to the approved Plans and Specifications. The Developer shall notify the City a minimum of 48 hours in advance of said tests so that the City may make the necessary arrangements for witnessing the test.

F. Conveyance of Water and Sewage Facilities to the City.

Upon completion and approval of the Water and Sewage Facilities contemplated herein for City ownership, the Developer shall, at no cost to the City:

1. Conveyance Documents.

- 1.1 Convey to the City, its successor or assigns all of the right, title and interest of the Developer in and to all Water and Sewage Facilities, free and clear of liens and encumbrances. Such conveyance shall be by Bill of Sale in a form provided by and approved by the City.
- 1.2 Deliver to the City a No Lien Affidavit in a form provided by and approved by the City.
- 1.3 Deliver to the City a Waiver and Release of Lien form all contractors, subcontractors and suppliers of materials or labor who might have acquired an interest in the Water and Sewage Facilities and/or the Property as a result of performing work, supplying materials or labor or otherwise. The Waiver and Release of Lien shall be in a form provided by and approved by the City.
- 1.4 Deliver to the City a Warranty on a form provided by and approved by the City warranting the Water and Sewage Facilities, the contents of

which Warranty are described hereinafter.

- 1.5 Deliver to the City all original manufacturers' warranties and/or operation manuals covering the Water and Sewage Facilities.
- 1.6 Deliver to the City one (1) complete set of mylar as-built drawings showing all the Water and Sewage Facilities, easements and rights-of-way as located by a Florida licensed surveyor, along with two prints of the as-built drawings sealed by a Florida licensed surveyor and certified by Developer's engineer of record. The as-built drawings shall also be submitted in a digital format compatible with the City's CAD system, and approved by the Director.
- 1.7 Deliver to the City the T.V. inspections of the gravity sewer system performed one month before the expiration of the warranty period described in Section F 3.1 of this Agreement.

2. Easements and Warranty Deeds.

- 2.1 Grant to the City, its successors and assigns, a perpetual easement and/or right of way on, over, under and across those portions of the Property necessary for the construction, installation, repair, relocation and/or maintenance of the Water and Sewage Facilities. Such Grant of Easements shall be in a form provided and approved by the City and shall be accompanied by i) an Opinion of Title in a form provided and approved by the City, prepared by a Florida licensed attorney or Florida licensed title company, indicating that title to the easement property vests in the Developer and indicating all lienors and/or mortgagees having an interest on the easement property, and ii) appropriate subordinating releases and/or satisfaction from subordinate lienors and/or mortgagees having an interest in the easement property.
- 2.2 Convey to the City, its successors and assigns, title to the lands where lift and/or pumping stations are located. Such conveyance shall be by Warranty Deed in a form provided by and approved by the City and accompanied by i) an Opinion of Title in a form provided by and approved by the City indicating that title to the property vests in the Developer and indicating all lienors and/or mortgagees having an interest on the property, and ii) appropriate releases and/or satisfaction from lienors and/or mortgagees having an interest in the property.

3. Warranties and Bonds.

- 3.1 Warrant that the Water and Sewage Facilities to be owned by the City

shall be free from any and all defects in materials and workmanship. The Developer also warrants that it shall be solely responsible for the repair of any damages to said facilities caused by persons in its employment. Said warranties shall remain in full force and effect for a period of one year from the date of final acceptance of the facilities by the City. In the event it becomes necessary to repair and/or replace any of the facilities during the initial one year period, then the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one year from the date of final acceptance by the City of those repairs and/or replacements.

- 3.2 Simultaneous with the conveyance of the Water and Sewage Facilities, the Developer shall deliver to the City an executed surety bond meeting the requirements of Section C.8. or letter of credit acceptable to the City in an amount equal to 25% of the actual cost of construction of the Water and Sewage Facilities, guaranteeing all work pursuant to this Agreement against any and all defects in material, equipment or construction for a period of one year following the date of final acceptance of the Water and Sewage Facilities by the City.

Upon demand by the City, the Developer shall correct or cause to be corrected all such defects that are discovered within the warranty period as set forth above, failing which the City may make such repairs and/or replacements of defective work and/or materials, and the Developer and/or its surety shall be liable to the City for all costs arising therefrom.

G. Final Acceptance of Water and Sewage Facilities by City.

1. For the acceptance of such water and sewer facilities, the City shall act through the City Manager in those instances where the easement is related to improvements that were dedicated by plat or other instrument that had been previously approved by the City Commission, and shall act through the City Commission in all other instances.
2. The Developer agrees that following final acceptance, the Water and Sewage Facilities installed by the Developer to be owned by the City pursuant to the terms of this Agreement shall at all times remain the sole, complete and exclusive property of the City under the City's exclusive control and operation.
3. Final acceptance may be accomplished for reasonable segments of the Water and Sewage Facilities upon written approval by the Director and so long as the Developer has complied with all terms and provisions of this Agreement with respect to such segments.

4. Prior to the issuance of the Certificate of Occupancy for the last building within this Project, the Developer shall clean the entire sanitary sewer system and shall provide the City with the T.V. inspections of the sewer system reflecting that such cleaning has been performed.
5. No Certificates of Occupancy shall be issued by the City until final acceptance of the Water and Sewage Facilities as provided for in this section.

H. City's Obligations.

1. The responsibility of the City to provide water and/or sewage disposal service under this Agreement shall be limited to:
 - 1.1 The property presently owned by Developer as described in Exhibit "A" to this Agreement; and
 - 1.2 The ERCs provided for in Section B of this Agreement.

I. Indemnification and Hold Harmless by Developer.

1. For ten dollars (\$10.00) and other good and valuable consideration paid by the City to the Developer, receipt of which is hereby acknowledged, the Developer agrees to indemnify and hold the City harmless forever from all damages, liability, cost and expense, including reasonable attorney's fees, related to negligence of the Developer, its officers, agents and employees and from any foreseeable damage to the Water and Sewage Facilities constructed by the Developer and conveyed to the City caused by negligence of the Developer, its officers, agents and employees. Indemnification shall include costs for physical repair of the City's system.
2. For ten dollars (\$10.00) and other good and valuable consideration paid to the Developer by the City, the Developer agrees to hold City harmless from any and all liability and/or damages for City's non-performance under this Agreement as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter in this Agreement, or from any discontinuation of water and sewage services as a result of the conditions specified in Section L of this Agreement. In the event of City's non-performance under this Section, this Agreement shall be null and void and not enforceable by either party with respect to those portions of Developer's Property for which City is prevented from performance.
3. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

J. Force Majeure.

Any temporary cessation or interruption of water and/or sewer services to the Property or the performance by the City of any of the obligations or conditions herein or from exercising its rights due to or resulting from this Agreement caused by a force majeure event or necessary maintenance work, breakdown of or damages to machinery, pumps or pipelines shall not constitute a breach of this Agreement, nor shall it impose liability upon the City by the Developer, its successors or assigns. The term "force majeure" means Acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies, blockades, wars, insurrections or riots; epidemics; landslides, earthquakes, fires, storms, floods, or washouts; governmental restraints, either federal, state or county, civil or military; civil disturbances; explosions; inability of City to obtain necessary materials, supplies, labor, or permits whether due to existing or future rules, regulations, orders, laws or proclamations, either federal, state or county, civil or military, or otherwise, and other causes beyond the control of either party, whether or not specifically enumerated herein.

K. Impact Fees.

Developer agrees that a condition to the City providing water and/or sewer service under this Agreement is the payment of water and sewer impact fees due pursuant to any City ordinance imposing such fees as may be adopted or amended by the City. Developer shall pay water and sewer impact fees in an amount as required by Chapter 21 "Utilities", Article V "Water and Sewer Impact Fees", or any other City ordinance imposing such fees in effect on the date such water and sewer impact fees are paid. Pursuant to Section 21-195(g) of the City Code of Ordinances, if the number of ERCs for any project has been determined under Section 21-195, the Director of Construction and Facilities Management may elect to audit the accuracy of the determination in the manner set forth in Section 21-195 (g). Any audit shall be based upon actual demand during the twelve-month period within three years of issuance of the certificate of occupancy, adjusted for the percentage of actual occupancy and use during each relevant period. If the audit concludes that the actual demand exceeds the number of ERCs previously determined under Section 21-195, the developer shall pay for the additional ERCs within 30 days of receiving the audit. If the audit concludes that the actual demand is less than the number of ERCs determined under Section 21-195, the City shall reimburse the developer for the difference. If the developer fails to make additional impact fee payments required under this paragraph, the City shall have the right to place a lien on the property in accordance with Paragraph X.

L. Conditions to Service by City.

City's obligations to provide water and sewage services to the Property under this

Agreement is conditioned upon and subject to:

1. Developer complying with all the terms and provisions of this Agreement and any and all applicable federal, state, county and City laws.
2. The City has entered into "Large Users Agreements" with the Cities of Hollywood and Pembroke Pines (the "Cities") and Miami Dade Water and Sewer Authority Department (the "County"), in which the Cities and the County have agreed to make future water and/or sewage treatment capacity available at the Cities' and the County's water and/or wastewater treatment plants. In the event the City cannot provide sufficient capacity, as a result of the Cities' and/or County's action, the City's sole obligation shall be to refund prepaid impact fees under Section K of this Agreement for those units for which the City is unable to provide service provided that Developer is not in default of this Agreement. Any and all fees, premium rates and/or charges imposed by the Cities and/or the County against the City under their respective agreements shall be passed along to the Developer, and the Developer by executing this Agreement agrees to pay these fees, premium rates and/or charges upon demand by the City.
3. In the event that the City cannot provide sufficient service as a result of the actions of any regulatory agency, then the City's sole obligation shall be to refund prepaid impact fees under Section K of this Agreement for those units for which the City is unable to provide capacity provided that Developer is not in default of this Agreement.

M. Assignment, Conveyances or Transfers of this Agreement.

The assignment, conveyance or transfer of Developer's rights and/or obligations under this Agreement shall be prohibited unless:

1. It is in writing in a form approved by the City Commission.
2. The City consents to and is a party to said assignment, conveyance or transfer and the assignee, conveyee or transferee agrees to abide by all the terms and provisions of this Agreement.
3. The Developer is not in default under this Agreement.

N. Transfer or Conveyance of Developer's Property.

1. In the event that Developer's Property or a portion thereof is transferred or conveyed by the Developer, the Developer shall remain liable to the City for all obligations under this Agreement unless released in writing by the City. Developer shall not be released as provided for herein if Developer is in default under this Agreement.

2. Developer shall fully disclose this Agreement to all purchasers of the Property or portions thereof.

O. Wellfield Protection.

Developer acknowledges that the Property [is/is not] within a Broward County Protected Well Field zone of influence per Broward County Ordinance 84-60 or within an existing or proposed well field zone of influence as determined by the Director. If Property is within said zone of influence, Developer agrees to limit uses of the property to those uses that are allowed by Broward County Ordinance 84-60, as it may be amended.

P. Prohibited Hazardous Materials.

Developer acknowledges that Broward County and the City of Miramar have ordinances that prohibit discharge of hazardous materials into the sanitary sewer system. (Broward County Ordinance 86-61 and Chapter 21 of Miramar City Code). Developer agrees not to discharge hazardous materials into the sanitary sewer system as defined by Broward County Ordinance 86-61 and Chapter 21 of the Miramar City Code, as they may be amended.

Q. Notices.

All notices hereunder must be in writing and shall validly given if hand delivered as follows (or to any other address that the party to be notified may have delivered to the other party by like notices):

For the City of Miramar:

Vernon E. Hargray
Interim City Manager
City of Miramar
2300 Civic Center Place
Miramar, FL 33025

For the Developer:

Ramubhai N. Patel
9481 Grand Estates Way.
Boca Raton, FL-33496

Notice so addressed and sent by prepaid certified mail return receipt requested, shall be deemed validly given when deposited in the United States mail.

R. Promulgation of Reasonable Rules of Service.

City shall have the right to promulgate, from time to time, reasonable rules and regulations relating to the furnishing of water and sewage services to consumers within the Property encompassed by this Agreement. Such rules and regulations may relate to but are not limited to rates, deposits and connection charges and the right to discontinue services under certain conditions. Subject to paragraph L.2., the water and sewer rates to be charged by City to said customers shall be the rates now or hereafter charged to other customers within the area of service of the City's Water and Sewer System. Developer acknowledges and agrees that rates are subject to change at any time by City.

S. Conditions on Fire Hydrant Use.

No water from City's water distribution system shall be used or disbursed by Developer, his employees or agents, through fire hydrants or water mains, or by any person, firm, corporation or agency, public or private, unless there has first been made adequate provisions for compensating the City for such water.

T. Exclusive Rights of City.

1. City shall have the exclusive right to furnish water and sewage services to consumers within the Property covered by this Agreement.
2. The City is empowered to require the owner or occupant of any land within the Developer's Property to enter into a written service contract or agreement for retail water, and/or sewer service under the standard terms and conditions as promulgated by the City.
3. The City reserves the right to make full use of the water and/or sewer facilities to be owned by the City as contemplated herein to serve other customers at any time.

U. Wells Prohibited Except for Irrigation.

Developer, its successors and assigns, and the owners and occupants of buildings on Developer's Property, shall not install or maintain any water wells except for irrigation purposes.

V. Prohibition Against Using City Water For Irrigation Purposes.

Use of City water shall be prohibited for irrigation purposes.

W. Default.

The occurrence of any of the following during this Agreement shall constitute a

default:

1. Developer's failure to pay when due any sums, fees, charges, costs or expenses which are payable under this Agreement;
2. Developer's failure in the performance or observance of any of the terms and conditions of this Agreement.
3. There shall be filed by or against Developer in any court or other tribunal pursuant to any governmental requirement, a petition in bankruptcy or insolvency proceedings or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Developer's Property, unless such petition shall be filed against Developer's and Developer shall in good faith promptly thereafter commence and diligently prosecute any and all proceedings appropriate to secure the dismissal of such petition and shall secure such dismissal within 30 days of its filing;
4. Developer shall be adjudicated a bankrupt or an insolvent or take the benefit of any federal reorganization or composition proceeding, make an assignment for the benefit of creditors, or take the benefit of an insolvency law;
5. A trustee in bankruptcy or a receiver shall be appointed or elected or had for Developer, whether under federal or state laws; or
6. Developer's interest under this Agreement shall be sold under any execution or process of law.

In the event of Developer's default under this Agreement, the City's obligations under this Agreement shall automatically terminate.

X. Remedies.

Should Developer be in default of this Agreement, it is agreed that the City shall be entitled to any and all remedies under Florida law, and in addition thereto, the City shall be entitled to any or all of the following remedies:

1. Any reserved plant capacity under this Agreement may be rescinded and forfeited.
2. The site plan for the Property is voidable by Resolution of the City Commission.
3. No final inspections shall be approved by the City.
4. No Certificate of Occupancy shall be issued by City for any development of

the Property.

5. The City shall have the right to charge interest at a rate equal to the maximum rate allowed by Florida law on any payments due to City from Developer that are not paid. The interest, when applicable, shall accrue from the due date of payment as provided in this Agreement.
6. The City shall be entitled to lien the Property and foreclose the lien in satisfaction of any payments due under this Agreement.

All remedies provided herein are cumulative.

Y. Public Records.

1. Developer agrees to keep and maintain public records in Developer's possession or control in connection with Developer's performance under this Agreement. Developer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Developer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
2. Upon request from the City's custodian of public records, Developer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
4. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Developer shall be delivered by Developer to the City, at no cost to the City, within seven (7) days. All such records stored electronically by Developer shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Developer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
5. Any compensation due to Developer shall be withheld until all records are received as provided herein.
6. Developer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

7. IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

Z. Miscellaneous Provisions.

1. This Agreement constitutes the entire agreement between the parties for all matters contained herein and shall supersede all previous agreements or representations, whether oral or written, with respect to all matters contained herein. All prior agreements pertaining to any matters covered by this Agreement are canceled and declared of no force and effect.
2. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.
3. This Agreement shall be recorded by the City, at Developer's expense, among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of Developer's Property connected to or to be connected to said water and sewer systems of City upon notice of each and every one of the provisions herein to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real property in the Developer's Property connected to or to be connected to the water and sewer systems of the City shall be deemed conclusive evidence of the fact that the owners or occupants have consented to and accepted the Agreement herein and are bound thereby.
4. This Agreement constitutes a covenant running with the land and shall be binding on Developer, its successor or assigns as well as all future owners of the Property.
5. The headings and subheadings used throughout this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement, and the parties agree that they be disregarded in construing the provisions of this Agreement.
6. The recitals to this Agreement are true and correct and are incorporated as an integral and material part of this Agreement.

7. The signature of any person to this Agreement shall be deemed a personal warranty by that person that he has the power and authority to bind any corporation, partnership or other business entity for which he purports to act.
8. In the event of any disputes and/or litigation arising from this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs (including paralegals) through and including any appeals.
9. No waiver by City of any breach by Developer of any term or condition of this Agreement, and no failure by City to exercise any right or remedy with respect of any such breach, shall constitute a waiver or relinquishment for the future, or bar any right or remedy of City with respect to any other breach of such term or condition or any breach of any other term or condition of this Agreement. The receipt by City of any payments or any portion of a payment required under this Agreement shall not operate as a waiver or an accord and satisfaction of the rights of City to enforce the payment or portion of a payment then or subsequently due, to terminate this Agreement or to invoke any other appropriate remedy which City may select as provided by this Agreement or by law.
10. The City Attorney has approved the standard, pre-printed terms and conditions set forth in this Service Agreement for Water and Sanitary Sewage Facilities as to form and legal sufficiency. Accordingly, no modification of these terms and conditions shall be binding upon the City unless they are specifically endorsed and approved by the City Attorney.

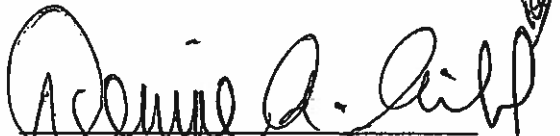
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

CITY OF MIRAMAR

ATTEST:

By:

Vernon E. Hargray,
Interim City Manager


Denise A. Gibbs, City Clerk


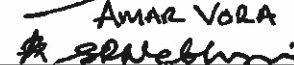
DATED: June 28, 2018

Approved as to legal form and
Sufficiency for the use of and reliance
by the City of Miramar only:


City Attorney
Weiss Serota Helfman Gole
& Bierman, P.L.

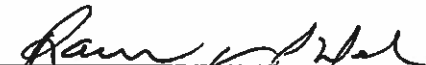
DEVELOPER:

Witnesses:


AMAR VORA

SARITA NEBHRAJANI

ANR Hotels, Inc/DBA
Holiday Inn Express

By:


Name: RAMURSHAN N. PATEL
Title: President
Dated: 8/22/17

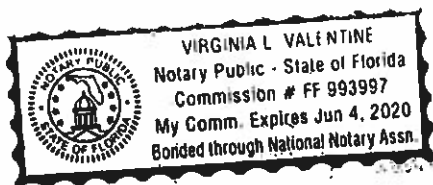
STATE OF Florida)
) ss:
COUNTY OF Broward)

Before me personally appeared Ramubhai N. Patel and _____
as President and _____
of ANR Hotels, Inc/AAA Holiday Inn Express
corporation, known to me to be the persons described in and who executed the foregoing
Agreement and acknowledged to and before me that they executed said Agreement for the
purposes therein expressed.

Witness my hand and official seal, this 22nd day of August, 2017.

Virginia L. Valentine
Notary Public
State of Florida at Large

My commission expires:



LEGAL DESCRIPTION**EXHIBIT "A"****SHEET 1 OF 2**

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, described as follows:

COMMENCE at the southwest corner of said Parcel "B"; thence along the West line of said Parcel "B", North 01°46'15" West 434.63 feet; thence North 90°00'00" East 523.24 feet; thence South 86°20'36" East 42.87 feet to the **POINT OF BEGINNING**; thence continue South 86°20'36" East 26.86 feet; thence South 75°19'48" East 51.67 feet to a point of curvature of a 165.00 foot radius curve concave to the North; thence easterly along said curve, through a central angle of 14°40'12", an arc distance of 42.25 feet to a point of tangency; thence North 90°00'00" East, 231.47 feet; thence towards the radius point of the next described curve, South 82°45'00" East 198.77 feet to a point on a 2012.00 foot radius curve concave to the East; thence southerly along said curve, also being the East line of said Parcel "B", through a central angle of 01°19'41", an arc distance of 46.64 feet to a point of non-tangency; thence along said East line, South 82°56'21" East 12.00 feet to a point on a 2000.00 foot radius non-tangent curve concave to the East whose radius point bears South 84°05'06" East; thence southerly along said curve and said East line, through a central angle of 05°27'18" an arc distance of 190.42 feet to a point of non-tangency; thence along a line parallel with and 142.57 feet North of the South line of said Parcel "B", South 89°41'12" West 445.84 feet; thence South 01°46'15" East 74.48 feet; thence along a line parallel with and 68.12 feet North of said South line, South 89°41'12" West 83.52 feet; thence North 00°18'48" West 5.75 feet; thence along a line parallel with and 73.87 feet North of said South line, South 89°41'12" West 16.12 feet; thence North 00°00'00" East 354.80 feet to the Point of Beginning.

Said lands situate, lying, and being in the City of Miramar, Broward County, Florida and containing 150,478 square feet (3.455 Acres) more or less.

SURVEYOR'S NOTES

1. Measurements shown hereon are expressed in feet and decimal parts thereof.
2. Sun-Tech Engineering, Inc. reserves the right to utilize any and all information obtained in the preparation of this Survey, including Sketch of Description for any other purposes.
3. This drawing may not be reproduced in whole or in part without the permission of Sun-Tech Engineering, Inc. Additions or deletions to the Sketch by other than the signing party is prohibited without the written consent of the signing party.
4. This drawing is not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
5. The certification contained herein is applicable to the preparation date or latest revision date, whichever applicable.
6. Some features shown hereon may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled measurements.
7. Sources of information used in the preparation of this Sketch and Description are as follows:
 - A. Plat of TRAMMELL CROW INDUSTRIAL CENTER, recorded in Plat Book 166, Page 18 of the Public Records of Broward County, Florida.
 - B. Site Plan prepared by Sun-Tech Engineering, Inc., project no. 16-3769.
8. Sun-Tech Engineering, Inc. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional Regulation, License No. LB.7019, pursuant to the provisions of Chapter 472, Florida Statutes.
9. The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
10. Bearings shown hereon are based on the record plat TRAMMELL CROW INDUSTRIAL CENTER, and are relative to the South line of Parcel "B", bearing North 89°41'12" East.
11. Parcel "B" is not shown in its entirety for the purposes of this Sketch of Description.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY that the herein captioned Sketch of Description is true and correct to the best of my knowledge and belief as prepared under my direction, supervision and responsible charge.

Sun-Tech Engineering, Inc.
Date of Preparation: April 3, 2017

Donald L. Cooper, P.S.M.
Professional Surveyor and Mapper
Date 8/22/2017

Florida Registration No. 6269

DATE	REVISION	BY	CHK.



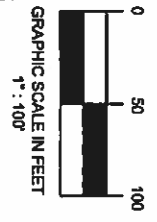
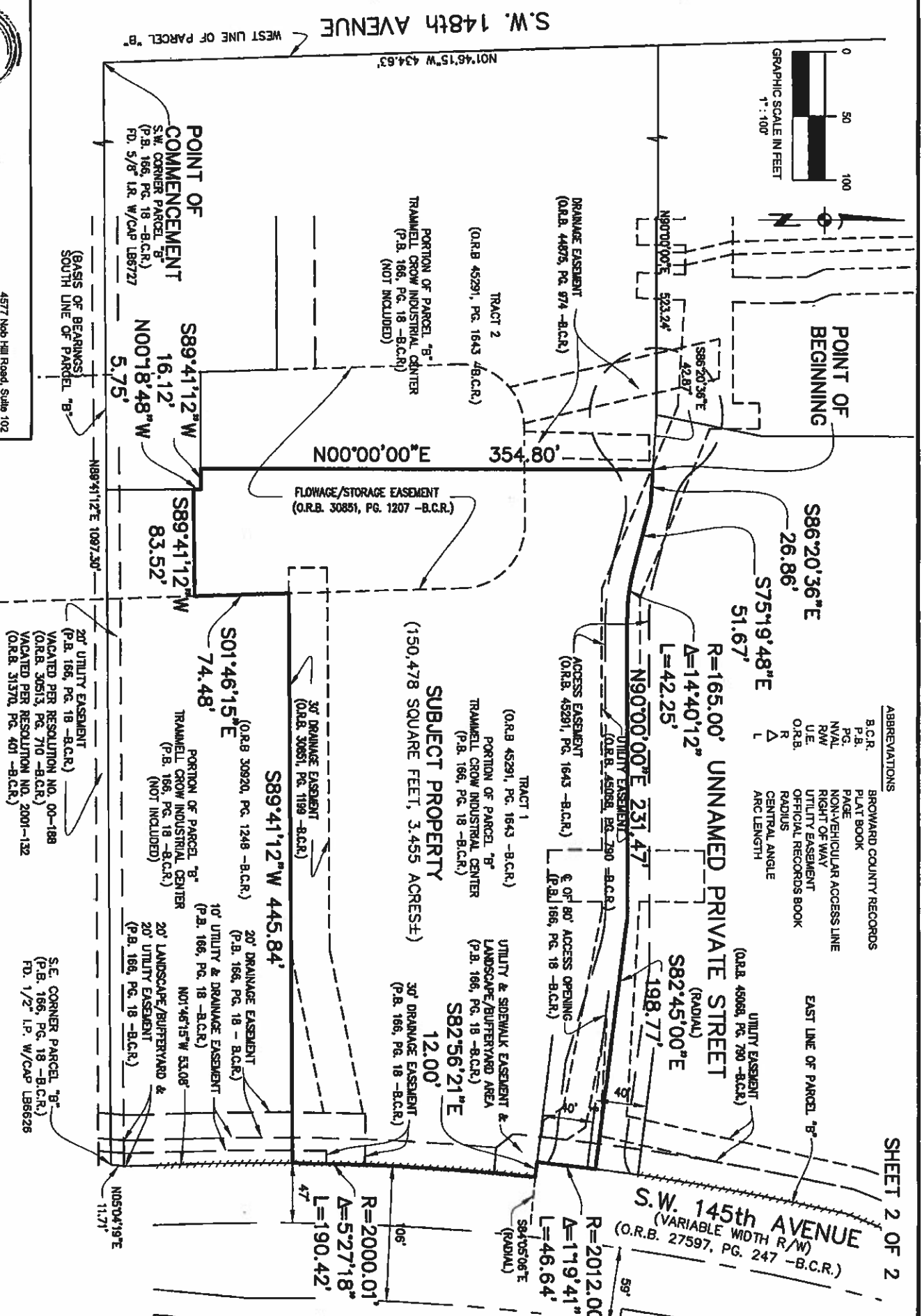
Sun-Tech
Engineering, Inc.
Engineers • Planners • Surveyors

4577 N.W. 11th Road, Suite 102
Sunrise, FL 33351
www.suntecheng.com
Certificate of Auth. #7087/LB 7019
Phone (954) 777-3123
Fax (954) 777-3114



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Fax (854) 777-5114



POINT OF BEGINNING

S86°20'36"E
26.86'

S75°19'48"E
51.67'

R=165.00' UNNAMED PRIVATE STREET
Δ=14°40'12"
L=42.25'

N90°00'00"E 231.47'

S82°45'00"E
(RADIUS)
198.77'

S.W. 145th AVENUE
(VARIABLE WIDTH R/W)
(O.R.B. 27597, PG. 247 -B.C.R.)

SHEET 2 OF 2

ABBREVIATIONS

B.C.R.	BROWARD COUNTY RECORDS
P.B.	PLAT BOOK
P.G.	PAGE
NVAL	NON-VEHICULAR ACCESS LINE
R/W	RIGHT OF WAY
U/E	UTILITY EASEMENT
O.R.B.	OFFICIAL RECORDS BOOK
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH

SUBJECT PROPERTY
(150,478 SQUARE FEET, 3.455 ACRES±)

S89°41'12"W 445.84'

S01°46'15"E
74.48'

PORTION OF PARCEL "B"
TRAMMEL CROW INDUSTRIAL CENTER
(P.B. 166, PG. 18 -B.C.R.)
(NOT INCLUDED)

10' UTILITY & DRAINAGE EASEMENT
(P.B. 166, PG. 18 -B.C.R.)

20' DRAINAGE EASEMENT
(P.B. 166, PG. 18 -B.C.R.)

20' LANDSCAPE/BUFFERYARD &
20' UTILITY EASEMENT
(P.B. 166, PG. 18 -B.C.R.)

20' UTILITY EASEMENT
(P.B. 166, PG. 18 -B.C.R.)

VACATED PER RESOLUTION NO. 00-188
(O.R.B. 30513, PG. 710 -B.C.R.)

VACATED PER RESOLUTION NO. 2001-132
(O.R.B. 31370, PG. 401 -B.C.R.)

37896bby.dwg
JOB NO.:
16-3769