NORTH MIAMI
FLORIDA
776 N.E. 125 Street, North Miami, Florida 33161

Council Report

To: The Honorable Mayor and City Council

From: Maxine Calloway, Community Planning & Development Director

Date: January 8, 2013

Subject: Request for Brownfield Designation, 1600 NE 123 Street

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A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, DESIGNATING A FORMER GAS STATION SITE LOCATED AT 1600 NE 123 STREET, IN THE CITY OF NORTH MIAMI, AS A "BROWNFIELD AREA" PURSUANT TO SECTION 376.80(2)(B), FLORIDA STATUTES, FOR THE REHABILITATION AND ECONOMIC DEVELOPMENT OF THE SITE, IN ACCORDANCE WITH THE FLORIDA BROWNFIELDS REDEVELOPMENT ACT, AND CONSISTENT WITH THE INTENT OF THE CITY'S COMPREHENSIVE PLAN; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO DO ALL THINGS NECESSARY TO EFFECTUATE THE BROWNFIELD AREA DESIGNATION; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

RECOMMENDATION

That the City Council adopts the proposed resolution and designate the property located at 1600 NE 123 Street as a Brownfield Area, pursuant to Section 376.80(2)(B), Florida Statues and authorize the City Manager to notify the Florida Department of Environmental Protection of said designation.

BACKGROUND

Goal 9 of the City's Comprehensive Plan provides that the City shall "strive to create an economic environment that will enhance the economic prosperity of local businesses and attract new business while improving the quality of life for all of its citizens". Further, Policy 6D.1 of the Comprehensive Plan additionally states that the City should "protect its natural resources, soils, native vegetation, fisheries, and marine and wildlife habitats".

As revealed in the attached contamination map, obtained from Miami Dade County (Department of Economic Resources) a large portion of the lands along North Miami's commercial corridors are presently contaminated. With the Commercial Districts occupying over 4% of the City's total land area it is critical that North Miami establish policies procedures that protect the environmental quality of those areas to ensure the lands are viable for existing and future development.

To that end, Section 376.80, Florida Statutes, grants the City the authority to designate property by Resolution as a "Brownfield Area", in order to provide for the property's environmental remediation and redevelopment, and to promote economic development and revitalization to the affected area. Per State law, a Brownfield site is defined as *"any real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination."* In essence, these contaminated sites are often underutilized lands that are hindered from development (or redevelopment) due to the fact that "a physical, chemical, biological, or radioactive substance is present on site, which may result in adverse effects to human health or the environment or which may create further contamination to the area's groundwater.

INTENT & PURPOSE

On December 4, 2012, Land South Partners I, LLC ("Land South"), filed an application with the City Community Planning & Development Department, requesting the designation of a contaminated parcel of land, formerly used as gas station, located at 1600 NE 123rd Street, consisting of approximately thirteen thousand six hundred fifty square feet (13,650'), or approximately 0.31 acres in size ("Brownfield Site"), as more depicted in attached Exhibit A (site survey drawing). Land South has acquired and will take full ownership of the Brownfield Site, and intends to rehabilitate and redevelop the subject property in order to improve it for commercial and/or retail service use with a particular emphasis on retail banking.

STAFF ANALYSIS

Per the requirements of Section 376.80 (2)(b), F.S. in determining the possible designation of a site as a Brownfield area the local government must ensure that the following criteria has been met. Based on staff's analysis, staff has determined and finds that the Brownfield Site qualifies for designation as a Brownfield area, because the following requirements have been satisfied:

1. Land South owns and/or controls the real estate parcels proposed for designation and has agreed to rehabilitate and redevelop the parcels;

2. The rehabilitation and redevelopment of the Brownfield Site will increase economic productivity in the area and Land South has provided assurances that the redevelopment of the site will result in the creation of at least five (5) new permanent full time jobs;

3. The redevelopment of the Brownfield Site is consistent with the City's Comprehensive Plan and is a permissible use under the City's Land Development Regulations;

4. Proper notice of the proposed rehabilitation of the Brownfield Site has been provided to neighbors and nearby residents, and Land South has provided those receiving notice the opportunity to provide comments and suggestions regarding the rehabilitation; and

5. Land South has provided reasonable assurances that it has sufficient financial resources to implement and complete a rehabilitation agreement and redevelopment plan.

CONCLUSION

City administration believes the current request is environmentally responsible and serves as a positive model to showcase how property owners can work towards cleaning up and transforming underutilized contaminated sites into viable economic engines. As proposed, the Brownfield Designation further advances the intent of the Comprehensive Plan in that it establishes a mechanism that serves to protect North Miami's natural resources while

enhancing the economic prosperity of local businesses and improving the quality of life for all of its citizens. As such, staff recommends approval of the proposed resolution.

Attachments

1) Resolution
2) Site Survey
3) Public Notice
4) Letter of Intent
5) Miami Dade Contamination Map

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, DESIGNATING A FORMER GAS STATION SITE LOCATED AT 1600 NE 123 STREET, IN THE CITY OF NORTH MIAMI, AS A "BROWNFIELD AREA" PURSUANT TO SECTION 376.80(2)(B), FLORIDA STATUTES, FOR THE REHABILITATION AND ECONOMIC DEVELOPMENT OF THE SITE, IN ACCORDANCE WITH THE FLORIDA BROWNFIELDS REDEVELOPMENT ACT, AND CONSISTENT WITH THE INTENT OF THE CITY'S COMPREHENSIVE PLAN; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO DO ALL THINGS NECESSARY TO EFFECTUATE THE BROWNFIELD AREA DESIGNATION; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, Goal 9 of the City of North Miami ("City") Comprehensive Plan ("Comprehensive Plan") provides that City shall "strive to create an economic environment that will enhance the economic prosperity of local businesses and attract new business while improving the quality of life for all of its citizens"; and

WHEREAS, Policy 6D.1 of the Comprehensive Plan provides that the City should protect its natural resources, soils, native vegetation, fisheries, and marine and wildlife habitats; and

WHEREAS, the Section 376.80, Florida Statutes, grants the City the authority to designate property by Resolution as a "brownfield area", in order to provide for the property's environmental remediation and redevelopment, and to promote economic development and revitalization to the affected area; and

WHEREAS, on December 4, 2012, Land South Partners I, LLC ("Land South"), filed an application with the City Community Planning & Development Department, requesting the designation of a contaminated parcel of land, formerly used as gas station, located at 1600 NE 123rd Street, consisting of approximately thirteen thousand six hundred fifty square feet (13,650'), or approximately 0.31 acres in size ("Brownfield Site"), as more particularly described in the attached Exhibits A and B; and

WHEREAS, Land South has acquired and will take full ownership of the Brownfield Site, and intends to rehabilitate and redevelop the subject property in order to improve it for commercial and/or retail service use with a particular emphasis on retail banking, which will greatly improve the area's employment prospect and boost economic activity; and

WHEREAS, the City administration has reviewed Land South's request and has determined that it satisfies the intent of the Comprehensive Plan as well as the relevant criteria that apply in designating a brownfield area, as specified in Section 376.80(2)(b), Florida Statutes, and has determined and finds that the Brownfield Site qualifies for designation as a brownfield area, because the following requirements have been satisfied:

1. Land South owns and/or controls the real estate parcels proposed for designation and has agreed to rehabilitate and redevelop the parcels;
2. The rehabilitation and redevelopment of the Brownfield Site will increase economic productivity in the area and Land South has provided assurances that the redevelopment of the site will result in the creation of at least five (5) new permanent full time jobs;
3. The redevelopment of the Brownfield Site is consistent with the City's Comprehensive Plan and is a permissible use under the City's Land Development Regulations;
4. Proper notice of the proposed rehabilitation of the Brownfield Site has been provided to neighbors and nearby residents, and Land South has provided those receiving notice the opportunity to provide comments and suggestions regarding the rehabilitation; and
5. Land South has provided reasonable assurances that it has sufficient financial resources to implement and complete a rehabilitation agreement and redevelopment plan.

WHEREAS, the City desires to notify the Florida Department of Environmental Protection designating the Brownfield Site as a brownfield area to further its rehabilitation and redevelopment, in accordance with Sections 376.77 through 376.85, Florida Statues; and

WHEREAS, the applicable procedure set forth under Section 376.80(1), Florida Statutes, and the notice requirement under Section 166.041(3)(c)2, Florida Statutes, have been followed; and

WHEREAS, the Mayor and City Council have determined that the proposed brownfield area designation on the subject property is in the best interest of the City, and advantageous to the public health, safety and welfare.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Property Designation.** The Mayor and City Council of the City of North Miami, Florida, hereby, designate a former gas station site located at 1600 NE 123 Street, in the City of North Miami as a Brownfield Area pursuant to Section 376.80(2)(b), Florida Statutes, for the rehabilitation and economic development of the site, in accordance with the Florida Brownfields Redevelopment Act, and consistent with the intent of the City's Comprehensive Plan, attached hereto as "Exhibit A" and "Exhibit B".

Section 2. **Authority of City Manager and City Attorney.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to do all things necessary to effectuate the Brownfield Area designation.

Section 3. **Effective Date**. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of January, 2013.

_____
ANDRE D. PIERRE, ESQ.
MAYOR

ATTEST:

_____
MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
REGINE M. MONESTIME
CITY ATTORNEY

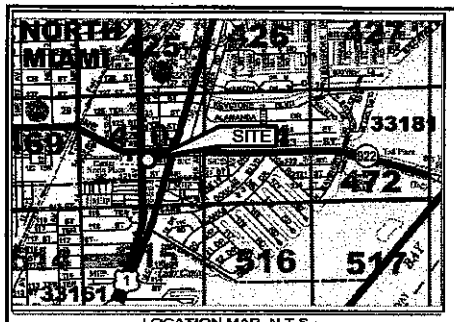
SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Andre D. Pierre, Esq.	_____ (Yes)	_____ (No)
Vice Mayor Marie Erlande Steril	_____ (Yes)	_____ (No)
Councilperson Michael R. Blynn, Esq.	_____ (Yes)	_____ (No)
Councilperson Scott Galvin	_____ (Yes)	_____ (No)
Councilperson Jean R. Marcellus	_____ (Yes)	_____ (No)



LOCATION MAP N.T.S.

20 0 20 40 60

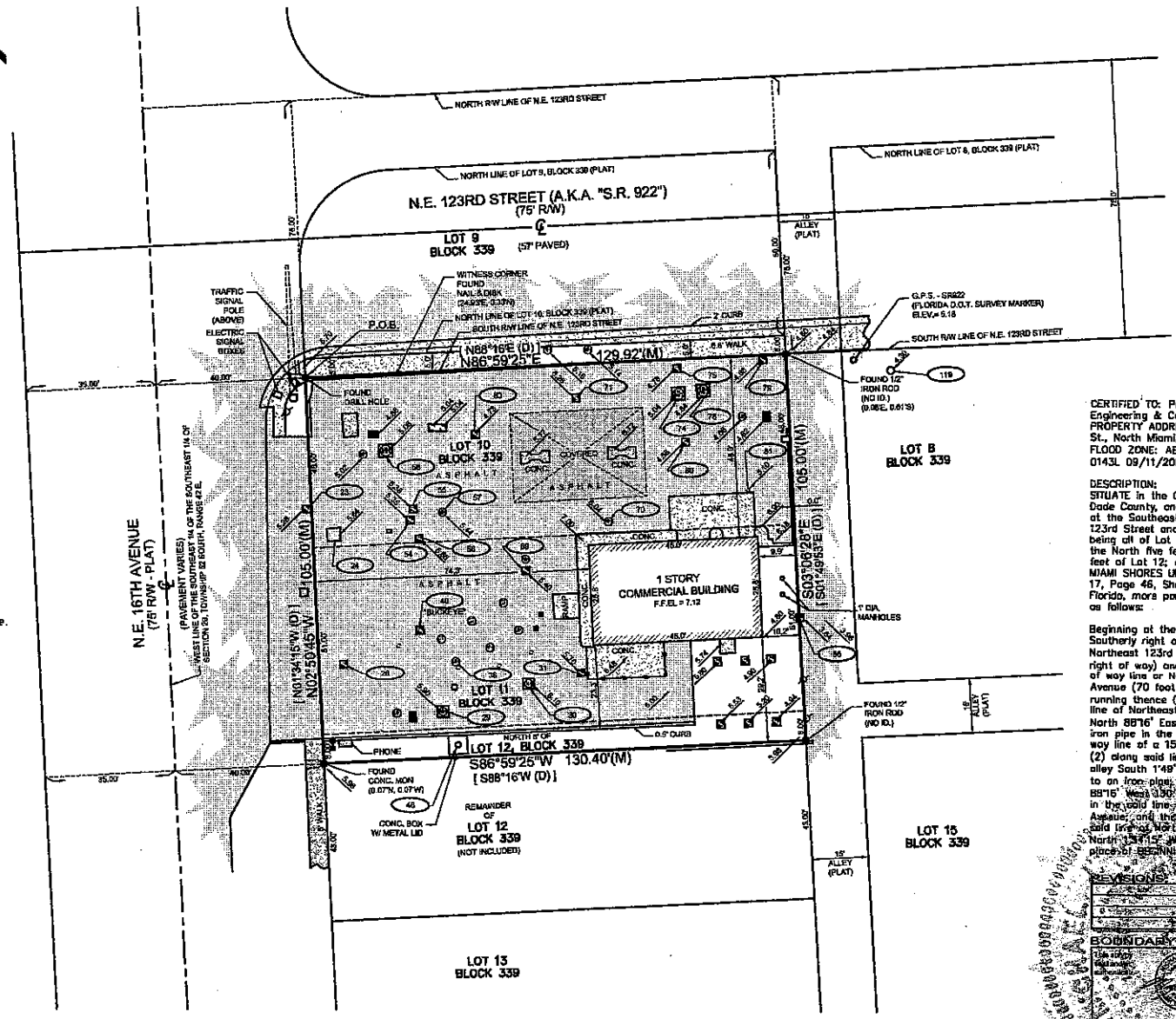
Scale 1" = 20'

PointNo.	Northing(Y)	Easting(X)	Elev(Z)
23	566251.2580	930317.7586	5.28
24	566244.3731	930324.9920	5.64
26	566209.4704	930327.7556	
29	566196.1274	930354.6322	5.90
30	566203.9839	930377.7410	6.10
31	566207.3056	930391.9726	5.70
40	566218.7399	930348.3745	
46	566187.0977	930358.6839	6.44
54	566248.4184	930345.5561	5.35
55	566251.4030	930346.3179	5.38
56	566243.2626	930347.9802	5.66
57	566259.4929	930354.2952	5.44
58	566267.1179	930338.9276	5.08
63	566271.5892	930363.0341	4.73
69	566237.8738	930376.8100	5.40
70	566248.2351	930399.2821	6.04
71	566281.5709	930390.3065	5.26
74	566282.7900	930418.0218	5.04
75	566289.6032	930417.5128	4.78
76	566283.6685	930424.7587	4.84
79	566292.0796	930440.8077	4.68
80	566269.0283	930419.9602	4.58
81	566256.9479	930437.0754	6.10
86	566222.5641	930451.2213	3.64
119	566289.3680	930475.3947	4.30

Point	lat	long
23	25.532073	-80.095803 =(25°53'20.73" -80°09'58.03")TYP.
24	25.532066	-80.095795
26	25.532031	-80.095792
29	25.532018	-80.095763
30	25.532025	-80.095737
31	25.532029	-80.095722
40	25.532040	-80.095770
46	25.532009	-80.095758
54	25.532070	-80.095772
55	25.532073	-80.095772
56	25.532064	-80.095770
57	25.532072	-80.095763
58	25.532088	-80.095780
63	25.532092	-80.095753
69	25.532059	-80.095738
70	25.532069	-80.095714
71	25.532102	-80.095723
74	25.532103	-80.095693
75	25.532110	-80.095693
76	25.532104	-80.095685
79	25.532112	-80.095668
80	25.532090	-80.095691
81	25.532077	-80.095672
86	25.532043	-80.095657
119	25.532109	-80.095630

SURVEY NOTES:
1.) Lands shown hereon were not abstracted by this Office for easements, rights-of-way, or other instruments of record.
2.) Elevations shown hereon are based on N.A.V.D. 88.
a) Originating benchmark = Miami-Dade County benchmark "A-19-R". Elevation = 3.24' (N.A.V.D. 88).
3.) Bearings and coordinates shown hereon are based on the State Plane Coordinate System, Florida East Zone, North American Datum (N.A.D) 1983 (adjustment of 1990). The bearing basis for this survey is the West line of the SE ¼ of Section 29, T.52 S., R. 42 E., bearing = N.02°41'38"W.
4.) This firms "Certificate of Authorization" number is "LB 6838".

TABULAR DATA:
ZONING LAND USE: 110 - SHOPPING CENTERS, COMMERCIAL, STADIUMS, TRACKS (per Miami Dade property appraiser)
ZONING: C-2BW - BUSINESS REWTALIZATION EXTENSIVE (per Miami-Dade property appraiser).
AREA: 0.314 acres or 13,667 square feet
FOLIO: 08-2228-001-0591



CERTIFIED TO: Progressive Engineering & Construction, Inc.
PROPERTY ADDRESS: 1600 NE 123rd St., North Miami, FL 33161
FLOOD ZONE: AE (FIRM 120655 - 0143L 09/11/2009)

DESCRIPTION:
SITUATE in the City of North Miami, Dade County, and State of Florida, at the Southeast corner of N.E. 123rd Street and 16th Avenue, and being all of Lot 11; Lot 10, less the North five feet; the North eight feet of Lot 12; all of Block 339, MIAMI SHORES UNIT A, Plat Book 17, Page 46, Sheet 3, Dade County, Florida, more particularly described as follows:

Beginning at the intersection of the Southerly right of way line of Northeast 123rd Street (75 foot right of way) and the Easterly right of way line of Northeast 16th Avenue (70 foot right of way), running thence (1) along the said line of Northeast 123rd Street North 88°16' East 129.92 feet to an iron pipe in the Westerly right of way line of a 15 foot alley; thence (2) along said line of said 15 foot alley South 1°49'53" East 105 feet to an iron pipe; thence (3) South 88°16' West 130.40' to an iron pipe in the said line of Northeast 16th Avenue; and thence (4) along the said line of Northeast 16th Avenue North 1°34'15" West 105.00 feet to the place of BEGINNING.

REVISIONS:

BOUNDARY SURVEY

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Registered Land Surveyor, Florida Certificate No. 4146
MICHAEL J. MILLER Major

LEGEND:

CALC.	= CALCULATED	PI	= PLAT	P.I.	= POINT OF INTERSECTION		= ASPHALT PAVEMENT
C.B.S.	= CONCRETE BLOCK STRUCTURE	R	= RADIUS	P.O.C.	= POINT OF COMMENCEMENT		= CONCRETE PAVEMENT
CONC. MON.	= CONCRETE MONUMENT	Δ	= CENTRAL ANGLE	P.O.B.	= POINT OF BEGINNING		= PARKING BLOCK
CONC.	= CONCRETE	L	= ARC LENGTH	R/W	= RIGHT OF WAY		
D.E.	= DRAINAGE EASEMENT	CHB	= CHORD BEARING		= CHAIN LINK FENCE		
U.E.	= UTILITY EASEMENT	N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM		= WOOD FENCE		
P.B.	= POOL EQUIPMENT	O.R.B.	= OFFICIAL RECORD BOOK		= METAL FENCE		= WOOD POWER POLE
F.E.B.	= FIBERGLASS EQUIPMENT	P.B.	= PLAT BOOK		= CENTERLINE		= WATER METER
EL	= ELEVATION	P.C.	= POINT OF CURVATURE		= EASEMENT		= FIRE HYDRANT
BRG	= BEARING REFERENCE	P.T.	= POINT OF TANGENCY		= COVERED		= CATCH BASIN
IN	= INVERT	P.R.C.	= POINT OF REVERSE CURVATURE		= OVERHEAD WIRES		= SANITARY MANHOLE
M	= MEASURED	P.C.C.	= POINT OF COMPOUND CURVATURE		= LOT LINE		

SCALE:	1" = 20'
DRAWN BY:	PICARD (C)
FIELD WK:	MJM. / B.M.
DATE:	11/27/2012

MILLER LAND SURVEYING
1121 LAKE AVENUE
LAKE WORTH, FLORIDA 33460
PHONE: (561) 586-2869 - FAX: (561) 582-0151
www.millersurveying.com
e-mail: millersurveying@aol.com

FIELD BOOK:	
PREV. JOB NO.:	
JOB NO.:	Y121024
	M - 3433

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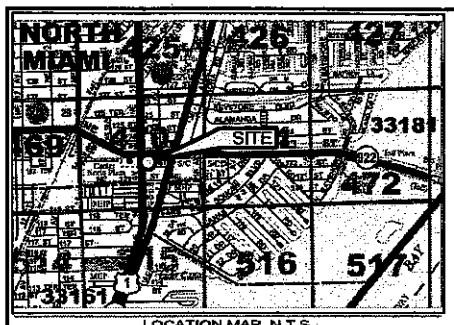

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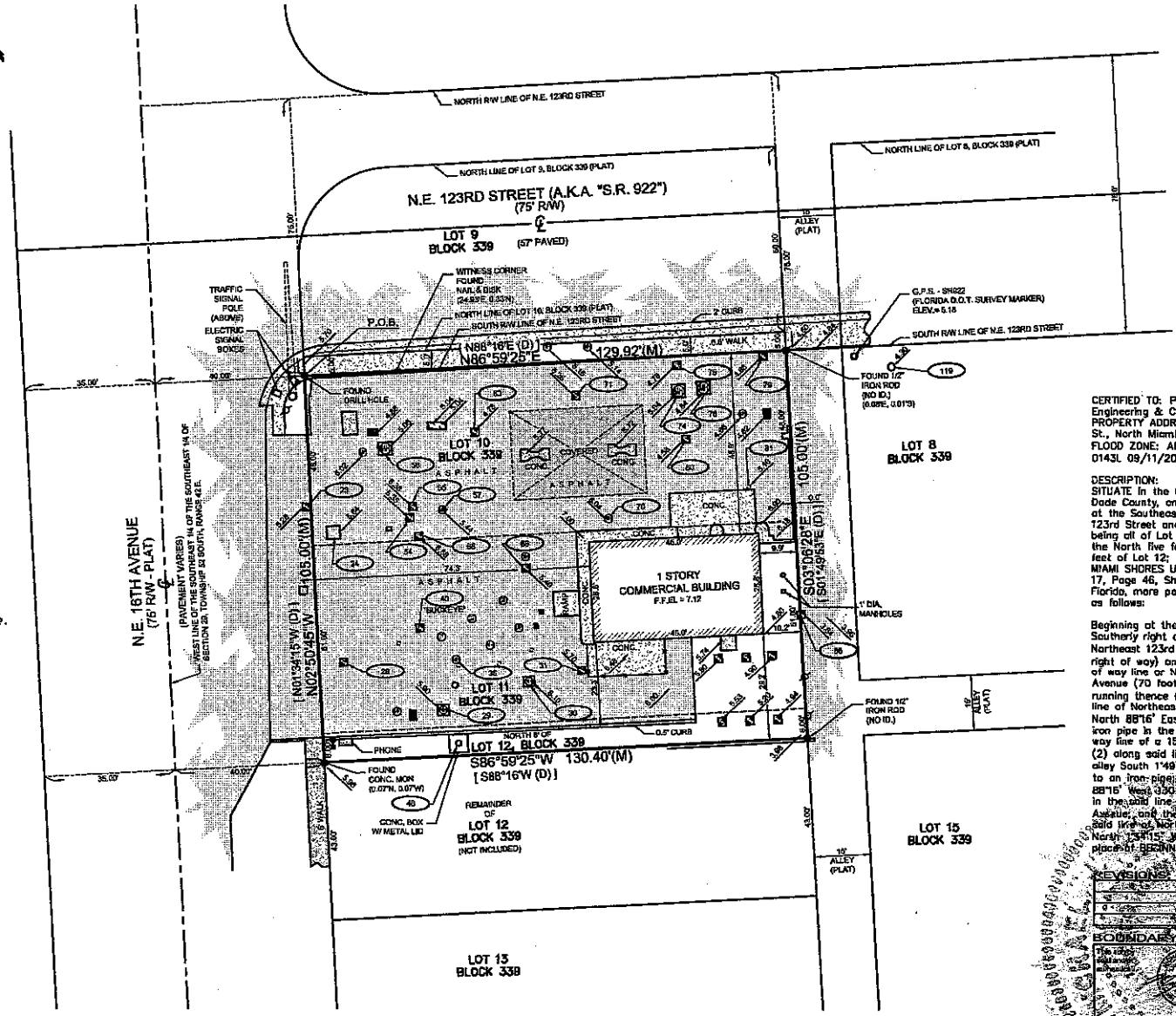

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REVISIONS

BOUNDARY SURVEY

Registered Surveyor, Florida License No. 4434
MICHAEL J. MILLER #4434

LEGEND:

CALC.	= CALCULATED	(P)	= PLAT	P.I.	= POINT OF INTERSECTION
C.B.S.	= CONCRETE BLOCK STRUCTURE	Δ	= DELTA	P.O.C.	= POINT OF COMMENCEMENT
CONC. MON.	= CONCRETE MONUMENT	Δ	= CENTRAL "DELTA" ANGLE	P.O.B.	= POINT OF BEGINNING
CONC.	= CONCRETE	L	= ARC LENGTH	R/W	= RIGHT OF WAY
D.E.	= DRAINAGE EASEMENT	CH.B.	= CHORD BEARING		= CHAIN LINK FENCE
U.E.	= UTILITY EASEMENT	N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM		= WOOD FENCE
P.B.	= PLAT BOOK	O.R.B.	= OFFICIAL RECORD BOOK		= METAL FENCE
* P.B.L.	= PROPERTY BOUNDARY LINE	P.B.	= PLAT BOOK		= CENTERLINE
EL.	= ELEVATION	P.C.	= POINT OF CURVATURE		= EASEMENT
R.U.	= REMAINS UNENCIPHERED	P.T.	= POINT OF TANGENCY		= COVERED
(R)	= RADIAL	P.R.C.	= POINT OF REVERSE CURVATURE		= OVERHEAD LINES
(M)	= MEASURED	P.C.C.	= POINT OF COMPOUND CURVATURE		= LOT LINE

= ANTENNA / WAVEGUIDE
= CONCRETE FLAGPOLE
= FIXED CENTER FLAGPOLE
= WOOD POWER POLE
= WATER METER
= FIRE HYDRANT
= CATCH BASIN
= SANITARY MANHOLE

SCALE:	1" = 20'
DRAWN BY:	PICARD (C)
FIELD WK:	M.M. / S.M.
DATE:	11/27/2012

MILLER LAND SURVEYING
1121 LAKE AVENUE
LAKE WORTH, FLORIDA 33460
PHONE: (561) 586-2669 - FAX: (561) 582-0151
www.millersurveying.com
e-mail: millersurveying@aol.com

LB #6838

PREP.	
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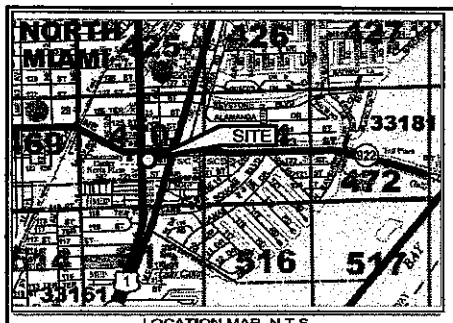

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24	566244.3731	930324.9920	5.64
26	566209.4704	930327.7556	
29	566196.1274	930354.6322	5.90
30	566203.9839	930377.7410	6.10
31	566207.3056	930391.9726	5.70
40	566218.7399	930348.3745	
46	566187.0977	930358.6839	6.44
54	566248.4184	930345.5561	5.35
55	566251.4036	930346.3179	5.38
56	566243.2626	930347.9803	5.66
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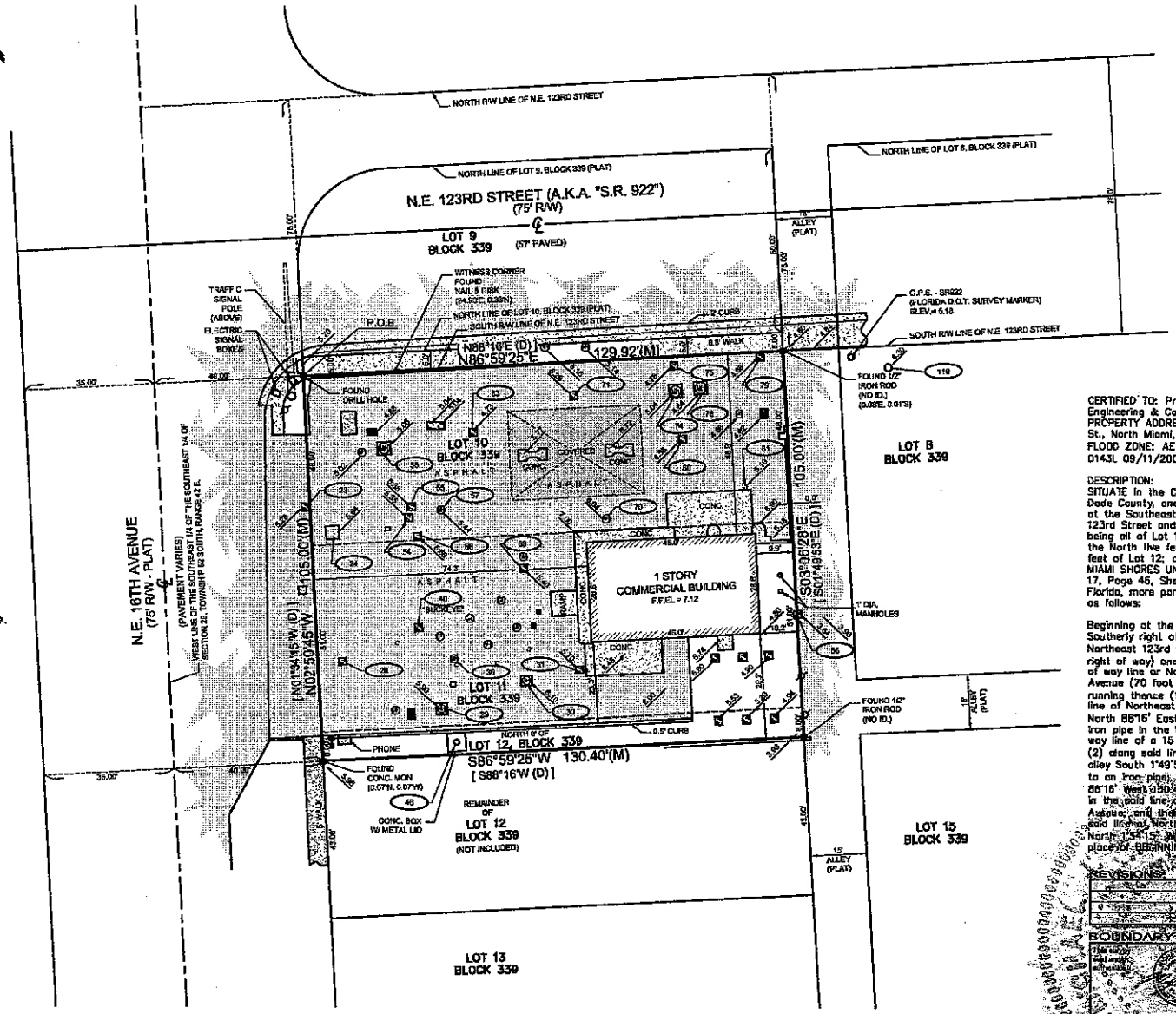
69	566237.8738	930376.8108	5.40
70	566248.2351	930399.2821	6.04
71	566281.5709	930380.3065	5.26
74	566282.7300	930418.0218	5.04
75	566289.6032	930417.5128	4.75
76	566283.6685	930424.7687	4.84
79	566292.0796	930440.8077	4.68
80	566269.8283	930419.9602	4.58
81	566256.9479	930437.0754	6.10
86	566222.5641	930451.2213	3.64
119	566289.3680	930475.3947	4.30

Point	lat	long
23	25.532073	-80.095803 =(25°53'20.73" -80°09'58.03")???
24	25.532066	-80.095795
26	25.532031	-80.095792
29	25.532018	-80.095763
30	25.532025	-80.095737
31	25.532029	-80.095722
40	25.532040	-80.095770
46	25.532009	-80.095758
54	25.532070	-80.095772
55	25.532073	-80.095772
56	25.532064	-80.095770
57	25.532072	-80.095763
58	25.532088	-80.095780
63	25.532092	-80.095753
69	25.532059	-80.095738
70	25.532069	-80.095714
71	25.532102	-80.095723
74	25.532103	-80.095693
75	25.532110	-80.095693
76	25.532104	-80.095685
79	25.532112	-80.095668
80	25.532090	-80.095691
81	25.532077	-80.095672
86	25.532043	-80.095657
119	25.532109	-80.095630

SURVEY NOTES:
1.) Lands shown hereon were not abstracted by this Office for easements, rights-of-way, or other instruments of record.
2.) Elevations shown hereon are based on N.A.V.D. 88.
a) Originating benchmark = Miami-Dade County benchmark "A-19-R". Elevation = 3.24' (N.A.V.D. 88).
3.) Bearings and coordinates shown hereon are based on the State Plane Coordinate System, Florida East Zone, North American Datum (N.A.D) 1983 (adjustment of 1990). The bearing basis for this survey is the West line of the SE ¼ of Section 29, T.52 S., R. 42 E., bearing = N.02°41'38"W.
4.) This firms "Certificate of Authorization" number is "LB 6838".

TABULAR DATA:
ZONING LAND USE: 110 - SHOPPING CENTERS, COMMERCIAL, STADIUMS, TRACKS (per Miami Dade property appraiser)
ZONING: C-2BN - BUSINESS REVITALIZATION EXTENSIVE (per Miami-Dade property appraiser).
AREA: 0.314 acres or 13,667 square feet
FOLIO: 06-2228-001-0591



CERTIFIED TO: Progressive Engineering & Construction, Inc.
PROPERTY ADDRESS: 1600 NE 123rd St., North Miami, FL 33161
FLOOD ZONE: AE (FIRM 120655 - 0143L 09/11/2009)

DESCRIPTION:
SITUATE in the City of North Miami, Dade County, and State of Florida, at the Southeast corner of N.E. 123rd Street and 16th Avenue, and being all of Lot 11; Lot 10, less the North five feet; the North eight feet of Lot 12; all of Block 339, MIAMI SHORES UNIT A, Plat Book 17, Page 46, Sheet 3, Dade County, Florida, more particularly described as follows:

Beginning at the intersection of the Southerly right of way line of Northeast 123rd Street (75 foot right of way) and the Easterly right of way line or Northeast 16th Avenue (70 foot right of way), running thence (1) along the said line of Northeast 123rd Street North 88°16' East 129.92 feet to an iron pipe in the Westerly right of way line of a 15 foot alley; thence (2) along said line of said 15 foot alley South 1°49'53" East 105 feet to an iron pipe; thence (3) South 86°16' West 130.40' to an iron pipe in the said line of Northeast 16th Avenue; and thence (4) along the said line of Northeast 16th Avenue North 1°34'15" West 105 feet to the place of BEGINNING.

REVISIONS:

BOUNDARY SURVEY

Registered Land Surveyor, Florida Certificate No. 4451
MICHAEL J. MILLER (4434 &

LEGEND:

CALC.	= CALCULATED	PT	= PLAT	P.I.	= POINT OF INTERSECTION
C.B.S.	= CONCRETE BLOCK STRUCTURE	R	= RADIUS	P.O.C.	= POINT OF COMMENCEMENT
CONC. MON.	= CONCRETE MONUMENT	Δ	= CENTRAL "DELTA" ANGLE	P.O.B.	= POINT OF BEGINNING
CONC.	= CONCRETE	L	= ARC LENGTH	R/W	= RIGHT OF WAY
D.E.	= DRAINAGE EASEMENT	CHB.	= CHORD BEARING		= CHAIN LINK FENCE
U.E.	= UTILITY EASEMENT	N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM		= WOOD FENCE
P.B.	= POOL EQUIPMENT	O.R.V.	= OFFICIAL RECORDS BOOK		= METAL FENCE
T.P.E.	= TELEPHONE EQUIPMENT	P.B.	= PLAT BOOK		= CENTERLINE
EL.	= ELEVATION	P.C.	= POINT OF CURVATURE		= EASEMENT
BRG	= BEARING REFERENCE	P.T.	= POINT OF TANGENCY		= CONFIRED
(D)	= DEED	P.R.C.	= POINT OF REVERSE CURVATURE		= OVERHEAD LINES
(M)	= MEASURED	P.C.C.	= POINT OF COMPOUND CURVATURE		= LOT LINE

= ASPHALT PAVEMENT
= CONCRETE PATIOS
= WAIT/BUSS SHELTER
= WOOD FORCH/HELL
= WATER METER
= FIRE HYDRANT
= CATCHBASIN
= UTILITY MANHOLE

SCALE:	1" = 20'
DRAWN BY:	PICARD (C)
FIELD WK:	MJM. / B.M.
DATE:	11/27/2012

MILLER LAND SURVEYING

1121 LAKE AVENUE
LAKE WORTH, FLORIDA 33460
PHONE: (561) 586-2669 - FAX: (561) 582-0151
www.millersurveying.com
e-mail: millersurveying@aol.com

REFERENCES:	DRFT
PREF.	
JOB NO.	121024
JOB NO.	M - 3433

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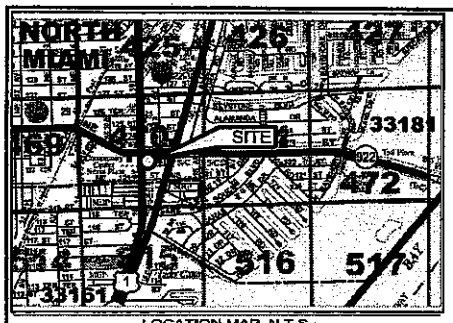

LOCATION MAP N.T.S.

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Scale 1" = 20'

PointNo.	Northing(Y)	Easting(X)	Elev(Z)
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57	566250.4929	930354.2952	5.44
58	566267.1179	930338.9276	5.08
63	566271.5492	930365.0341	4.73
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70	566248.2351	930389.2821	6.04
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Point	lat	long
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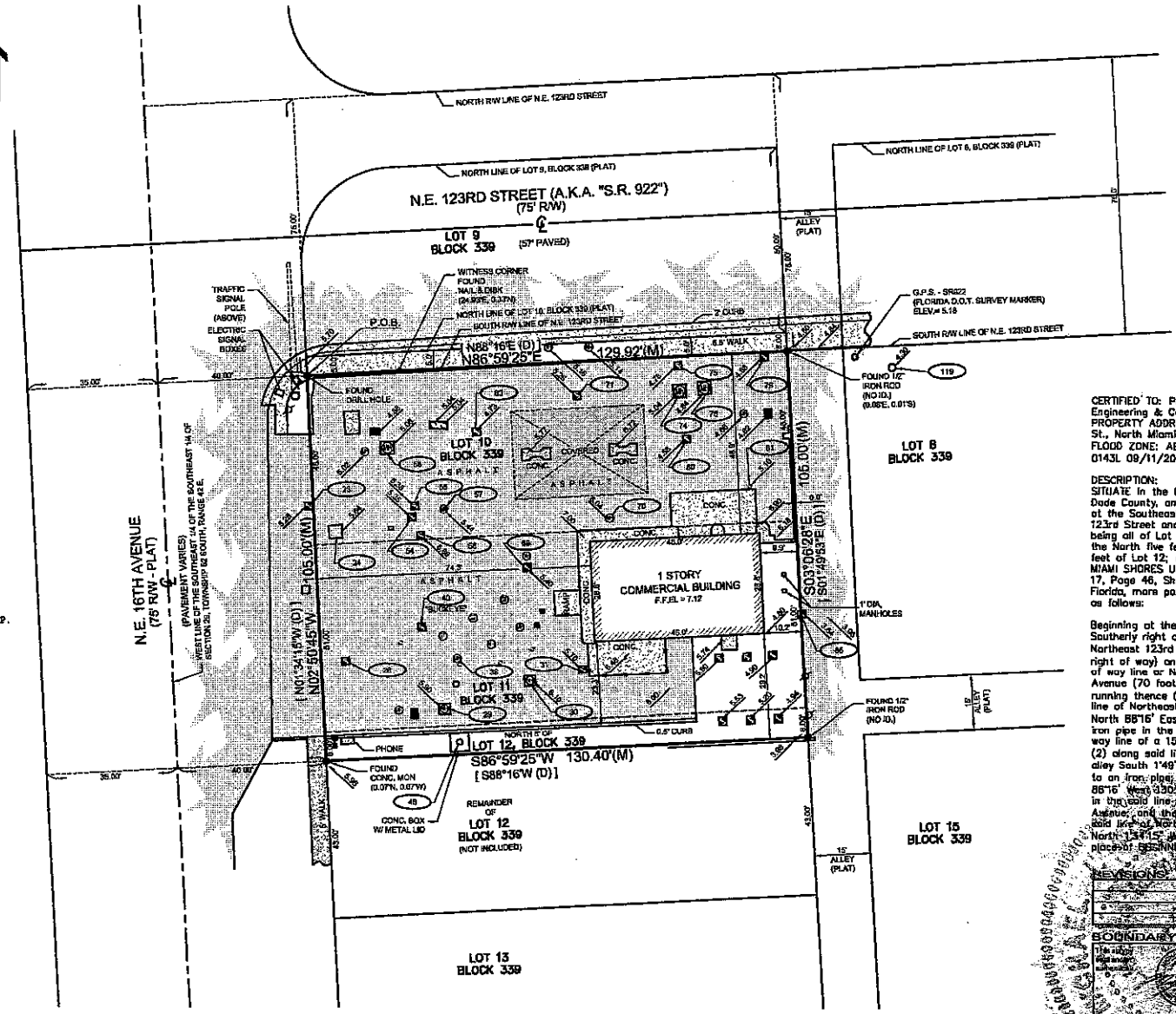
119	25.532109	-80.095630

SURVEY NOTES:
1.) Lands shown hereon were not abstracted by this Office for easements, rights-of-way, or other instruments of record.
2.) Elevations shown hereon are based on N.A.V.D. 88.
a) Originating benchmark = Miami-Dade County benchmark "A-19-R". Elevation = 3.24' (N.A.V.D. 88).
3.) Bearings and coordinates shown hereon are based on the State Plane Coordinate System, Florida East Zone, North American Datum (N.A.D) 1983 (adjustment of 1990). The bearing basis for this survey is the West line of the SE ¼ of Section 29, T.52 S., R. 42 E., bearing = N.02°41'38"W.
4.) This firms "Certificate of Authorization" number is "LB 6838".

TABULAR DATA:
ZONING LAND USE: 110 - SHOPPING CENTERS, COMMERCIAL, STADIUMS, TRACKS (per Miami Dade property appraiser)
ZONING: C-2BW - BUSINESS REVITALIZATION EXTENSIVE (per Miami-Dade property appraiser).
AREA: 0.314 acres or 13,667 square feet
FOLIO: 08-2228-001-0591



CERTIFIED TO: Progressive Engineering & Construction, Inc.
PROPERTY ADDRESS: 1600 NE 123rd St., North Miami, FL 33181
FLOOD ZONE: AE (FIRM 120655 - 0143L 09/11/2009)

DESCRIPTION:
SITUATE in the City of North Miami, Dade County, and State of Florida, at the Southeast corner of N.E. 123rd Street and 16th Avenue, and being all of Lot 11; Lot 10, less the North five feet; the North eight feet of Lot 12; all of Block 339, MIAMI SHORES UNIT A, Plat Book 17, Page 46, Sheet 3, Dade County, Florida, more particularly described as follows:

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REVISIONS

BOUNDARY SURVEY

Registered Land Surveyor, Florida Certificate No. MICHAEL J. MILLER #4084

LEGEND:

CALC.	= CALCULATED	PI	= PLAT	PI	= POINT OF INTERSECTION		= AIR/WELL HYDRANT
C.B.S.	= CONCRETE BLOCK STRUCTURE	R	= RADIUS	P.C.C.	= POINT OF COMPOUND CURVATURE		= CONCRETE HANDHOLE
CONC. MON.	= CONCRETE MONUMENT	Δ	= CENTRAL "DELTA" ANGLE	P.O.B	= POINT OF BEGINNING		= FIRE/WATER HYDRANT
CONC.	= CONCRETE	L	= ARC LENGTH	R/W	= RIGHT OF WAY		= WOOD POWER POLE
D.B.	= DRAINAGE EASEMENT	CHD.	= CHORD BEARING		= CHAIN LINK FENCE		= WATER METER
U.E.	= UTILITY EASEMENT	N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM		= WOOD FENCE		= FIRE HYDRANT
P.O.L.	= POOL EASEMENT	O.R.B.	= OFFICIAL RECORDS BOOK		= METAL FENCE		= CATCH BASIN
F.P.L.	= FLORIDA POWER & LIGHT EASEMENT	P.B.	= PLAT BOOK		= CENTER LINE		= INVERT MANHOLE
EL	= ELEVATION	P.C.	= POINT OF CURVATURE		= EASEMENT		
BR/L	= BEARING REFERENCE	P.T.	= POINT OF TANGENCY		= COVERED		
SI	= STUD	P.R.C.	= POINT OF REVERSE CURVATURE		= OVERHEAD LINES		
M	= MEASURED	P.C.C.	= POINT OF COMPOUND CURVATURE		= LOT LINE		

SCALE:	1" = 20'
DRAWN BY:	PICARD (C)
FIELD WK:	M.M. / B.M.
DATE:	11/27/2012

MILLER LAND SURVEYING
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LAKE WORTH, FLORIDA 33460
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www.millersurveying.com
e-mail: millersurveying@aol.com

REFERENCE DOCUMENTS
FIELD BOOK NO.
JOB NO. Y121024
M - 3433

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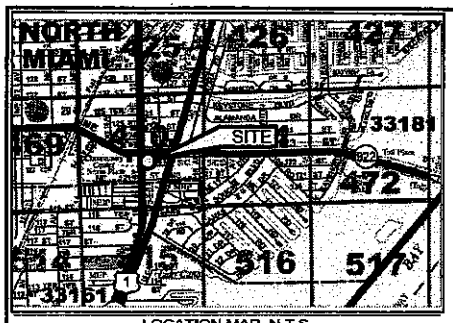

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4.) This firm's "Certificate of Authorization" number is "LB 6838".

TABULAR DATA:
ZONING LAND USE: 110 – SHOPPING CENTERS, COMMERCIAL, STADIUMS, TRACKS (per Miami Dade property appraiser)
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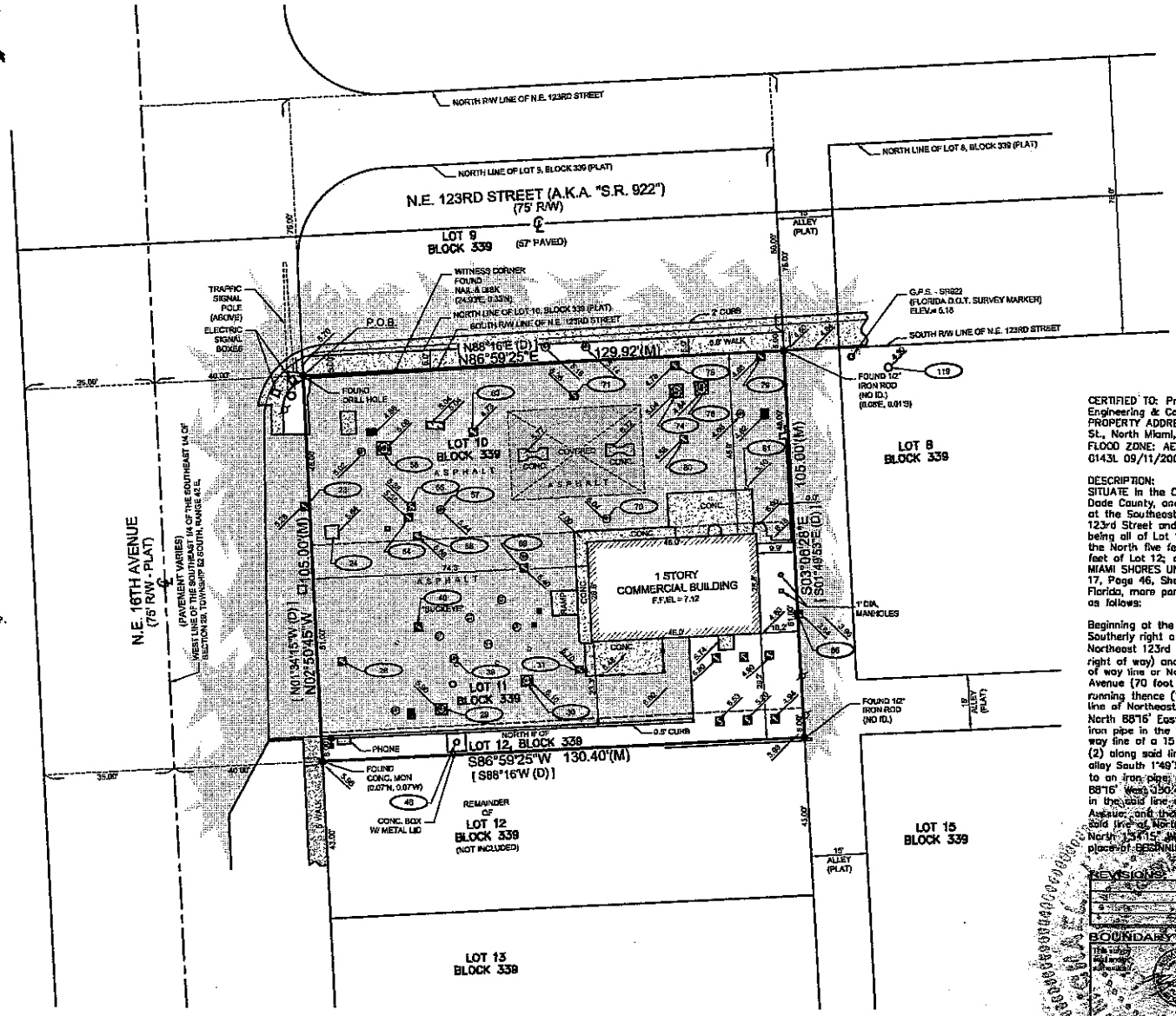

CERTIFIED TO: Progressive Engineering & Construction, Inc.
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REVISIONS

BOUNDARY SURVEY

Registered Land Surveyor, Florida Certificate No. MICHAEL J. MILLER (LB#6838-C)

LEGEND:

CALC.	CALCULATED	PLAT	POINT OF INTERSECTION
C.B.S.	CONCRETE BLOCK STRUCTURE	RADIUS	POINT OF COMMENCEMENT
CONC. MON.	CONCRETE MONUMENT	CENTRAL "DELTA" ANGLE	POINT OF BEGINNING
CONC.	CONCRETE	ARC LENGTH	R/S OF WAY
D.B.	DRAINAGE EASEMENT	CATCH BASIN	CHAIN LINK FENCE
U.E.	UTILITY EASEMENT	NATIONAL GEODETIC VERTICAL DATUM	WOOD FENCE
P.B.	POOL EASEMENT	OFFICIAL RECORDS BOOK	METAL FENCE
F.F.E.	FINISHED FLOOR ELEVATION	FLAT ROOF	CENTERLINE
EL.	ELEVATION	POINT OF CURVATURE	BASEBOARD
BR/BG	BEARING REFERENCE	POINT OF TANGENCY	COVERED
SQ	SQUARE	FOUND 5/8" IRON ROD PLAS CAP LB 6838	CHECKERBOARD
(M)	MEASURED	FOUND BY COMMISSIONER OF PLAT	LOT LINE

ASPHALT PAVEMENT
CONCRETE FLOATWORK
PAVER BRICK PATTERN
WOOD PORCH/DECK
WATER METER
FIRE HYDRANT
CATCHBASIN
SPRINKLER HANDLE

SCALE:	1" = 20'
DRAWN BY:	PICARD (C)
FIELD WK:	M.M. / D.M.
DATE:	11/27/2012

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REFERENCE SURVEY	
PREP.	
JOB NO.S:	
JOB NO.	121024
M - 3433	

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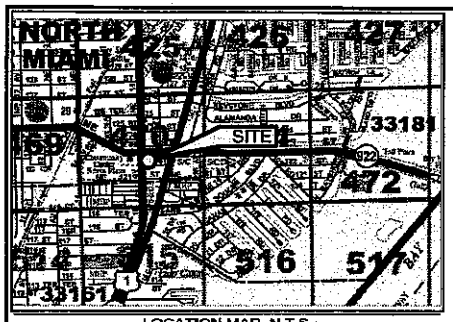

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79	566292.0796	930440.8077	4.68
80	566269.8283	930419.9602	4.58
81	566256.9479	930437.0754	6.10
86	566222.5641	930451.2213	3.64
119	566289.3680	930475.3947	4.30

Point	Lat	Long
23	25.532073	-80.095803 =(25°53'20.73" -80°09'58.03")TYP.
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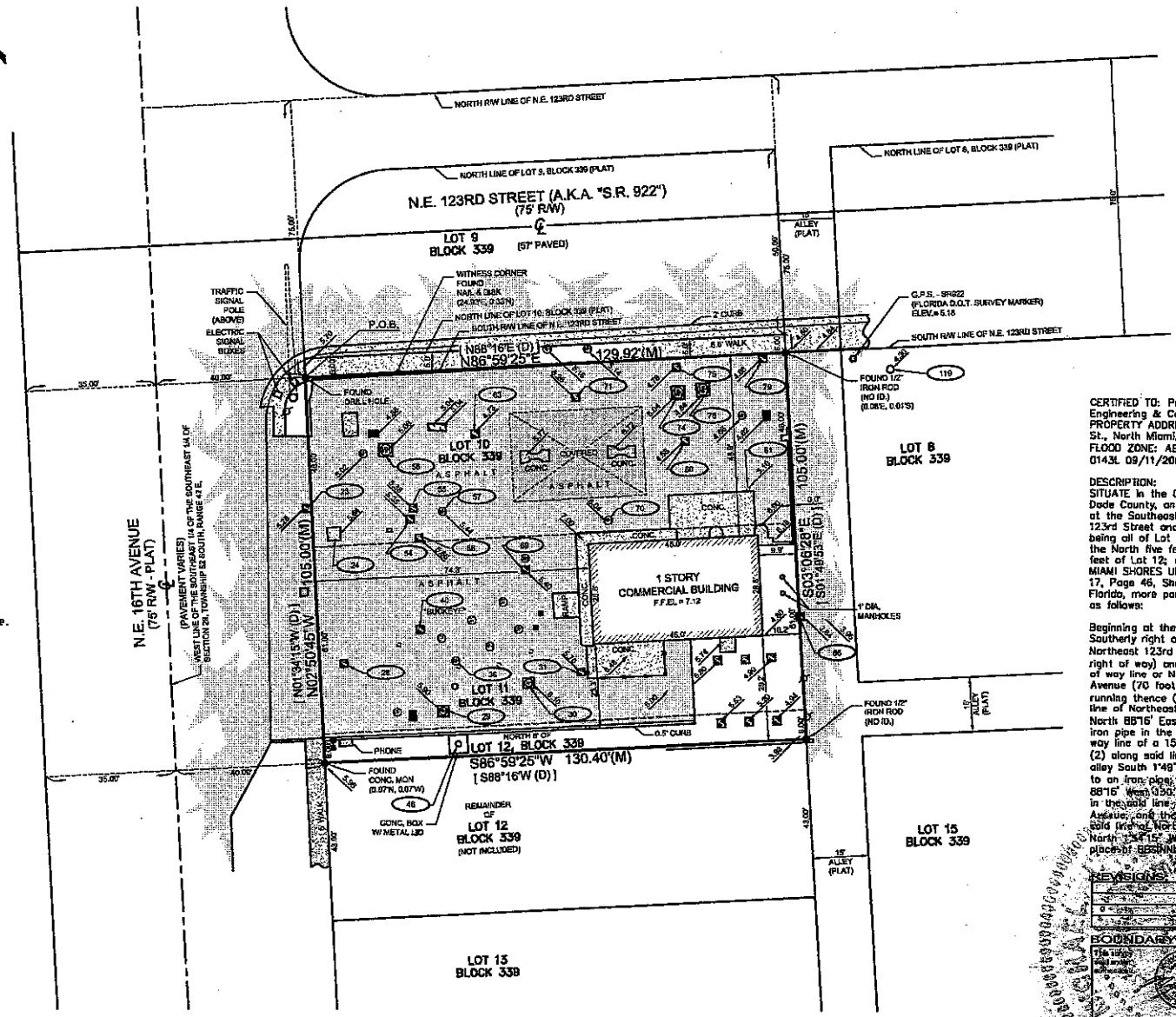
26	25.532031	-80.095792
29	25.532018	-80.095763
30	25.532025	-80.095737
31	25.532029	-80.095722
40	25.532040	-80.095770
46	25.532009	-80.095758
54	25.532070	-80.095772
55	25.532073	-80.095772
56	25.532064	-80.095770
57	25.532072	-80.095763
58	25.532088	-80.095780
63	25.532092	-80.095753
69	25.532059	-80.095738
70	25.532069	-80.095714
71	25.532102	-80.095723
74	25.532103	-80.095693
75	25.532110	-80.095693
76	25.532104	-80.095685
79	25.532112	-80.095668
80	25.532090	-80.095691
81	25.532077	-80.095672
86	25.532043	-80.095657
119	25.532109	-80.095636

SURVEY NOTES:
1.) Lands shown hereon were not abstracted by this Office for easements, rights-of-way, or other instruments of record.
2.) Elevations shown hereon are based on N.A.V.D. 88.
a.) Originating benchmark = Miami-Dade County benchmark "A-19-R". Elevation = 3.24' (N.A.V.D. 88).
3.) Bearings and coordinates shown hereon are based on the State Plane Coordinate System, Florida East Zone, North American Datum (N.A.D) 1983 (adjustment of 1990). The bearing basis for this survey is the West line of the SE ¼ of Section 20, T.52 S., R. 42 E., bearing = N.02°41'38"W.
4.) This firms "Certificate of Authorization" number is "LB 6838".

TABULAR DATA:
ZONING LAND USE: 110 - SHOPPING CENTERS, COMMERCIAL, STADIUMS, TRACKS (per Miami Dade property appraiser)
ZONING: C-2BN - BUSINESS REVITALIZATION EXTENSIVE (per Miami-Dade property appraiser).
AREA: 0.314 acres or 13,667 square feet
FOLIO: 08-2228-001-0591



CERTIFIED TO: Progressive Engineering & Construction, Inc.
PROPERTY ADDRESS: 1500 NE 123rd St., North Miami, FL 33181
FLOOD ZONE: AE (FIRM 120655 - 0143L 09/11/2009)

DESCRIPTION:
SITUATE in the City of North Miami, Dade County, and State of Florida, at the Southeast corner of N.E. 123rd Street and 16th Avenue, and being all of Lot 11; Lot 10, less the North five feet; the North eight feet of Lot 12; all of Block 339, MIAMI SHORES UNIT A, Plat Book 17, Page 46, Sheet 3, Dade County, Florida, more particularly described as follows:

Beginning at the intersection of the Southerly right of way line of Northeast 123rd Street (75 foot right of way) and the Easterly right of way line or Northeast 16th Avenue (70 foot right of way), running thence (1) along the said line of Northeast 123rd Street North 88°16' East 129.92 feet to an iron pipe in the Westerly right of way line of a 15 foot alley; thence (2) along said line of said 15 foot alley South 1°49'53" East 105 feet to an iron pipe; thence (3) South 88°16' West 130.40' to an iron pipe in the said line of Northeast 16th Avenue; and thence (4) along the said line of Northeast 16th Avenue North 1°34'15" West 105.00 feet to the place of BEGINNING.

REVISIONS:

BOUNDARY SURVEY

Registered Land Surveyor, Florida Certificate No. LS5142 - MILLER LAND SURVEYING

LEGEND:

CALC.	= CALCULATED	BP	= PLAT	P.I.	= POINT OF INTERSECTION
C.B.S.	= CONCRETE BLOCK STRUCTURE	R	= RADIUS	P.O.C.	= POINT OF COMMENCEMENT
CONC. MON.	= CONCRETE MONUMENT	Δ	= CENTRAL "DELTA" ANGLE	P.O.B.	= POINT OF BEGINNING
CONC.	= CONCRETE	L	= ARC LENGTH	R/W	= RIGHT OF WAY
C.B.	= CHORDAL BEARING	CHD.	= CHORD BEARING		= CHAIN LINK FENCE
U.E.	= UTILITY EASEMENT	N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM		= WOOD FENCE
P.B.	= PLAT BOOK	O.R.B.	= OFFICIAL RECORD BOOK		= METAL FENCE
* P.B.	= UNRECORDED LOCAL LOCATION	P.B.	= PLAT BOOK		= CENTERLINE
EL	= ELEVATION	P.C.	= POINT OF CURVATURE		= EASEMENT
(B.R.)	= BEARING REFERENCE	P.T.	= POINT OF TANGENCY		= COVERED
(D)	= DISC	P.R.C.	= POINT OF REVERSE CURVATURE		= OVERHEAD LINES
(M)	= MEASURED	P.C.C.	= POINT OF COMPOUND CURVATURE		= LOT LINE

	= ASPHALT PAVEMENT		= WOOD POWER POLE
	= CONCRETE PAVEMENT		= WATER METER
	= MAHOGANY PAVEMENT		= FIRE HYDRANT
	= WOOD PAVEMENT		= CATCH BASIN
	= BRICK PAVEMENT		= SANITARY MANHOLE

SCALE:	1" = 20'
DRAWN BY:	PICARD (C)
FIELD WK:	M.M. / B.M.
DATE:	11/27/2012

MILLER LAND SURVEYING
1121 LAKE AVENUE
LAKE WORTH, FLORIDA 33460
PHONE: (561) 586-2668 - FAX: (561) 582-0151
www.millersurveying.com
e-mail: millersurveying@aol.com

REFERENCE DRAWING:
FIELD:
JOB NO.:
JOB ENG.: Y121024
M - 3433

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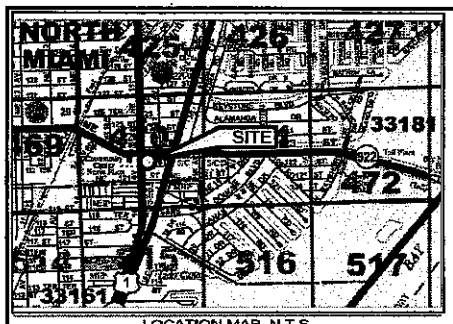

LOCATION MAP N.T.S.

20 0 20 40 60

Scale 1" = 20'

PointNo.	Northing(Y)	Easting(X)	Elev(Z)
23	566251.2580	930317.7586	5.28
24	566244.3731	930324.9920	5.64
26	566209.4704	930327.7556	
29	566196.1274	930354.6322	5.90
30	566203.9839	930377.7410	6.10
31	566207.3056	930391.9726	5.70
40	566218.7399	930348.3745	
46	566187.0977	930358.6839	6.44
54	566248.4184	930345.5561	5.35
55	566251.4030	930346.3179	5.38
56	566243.2626	930347.9802	5.66
57	566250.4929	930354.2952	5.44
58	566267.1179	930338.9276	5.08
63	566271.5892	930363.0341	4.73
69	566237.8738	930376.8108	5.40
70	566248.2351	930399.2821	6.04
71	566281.5709	930390.3065	5.26
74	566282.7900	930418.0218	5.04
75	566289.6032	930417.5128	4.78
76	566283.6685	930424.7687	4.84
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Point	lat	long
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SURVEY NOTES:
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2.) Elevations shown hereon are based on N.A.V.D. 88.
a) Originating benchmark = Miami-Dade County benchmark "A-19-R". Elevation = 3.24' (N.A.V.D. 88).
3.) Bearings and coordinates shown hereon are based on the State Plane Coordinate System, Florida East Zone, North American Datum (N.A.D) 1983 (adjustment of 1990). The bearing basis for this survey is the West line of the SE ¼ of Section 29, T.52 S., R. 42 E., bearing = N.02°41'38"W.
4.) This firm "Certificate of Authorization" number is "LB 6838".

TABULAR DATA:
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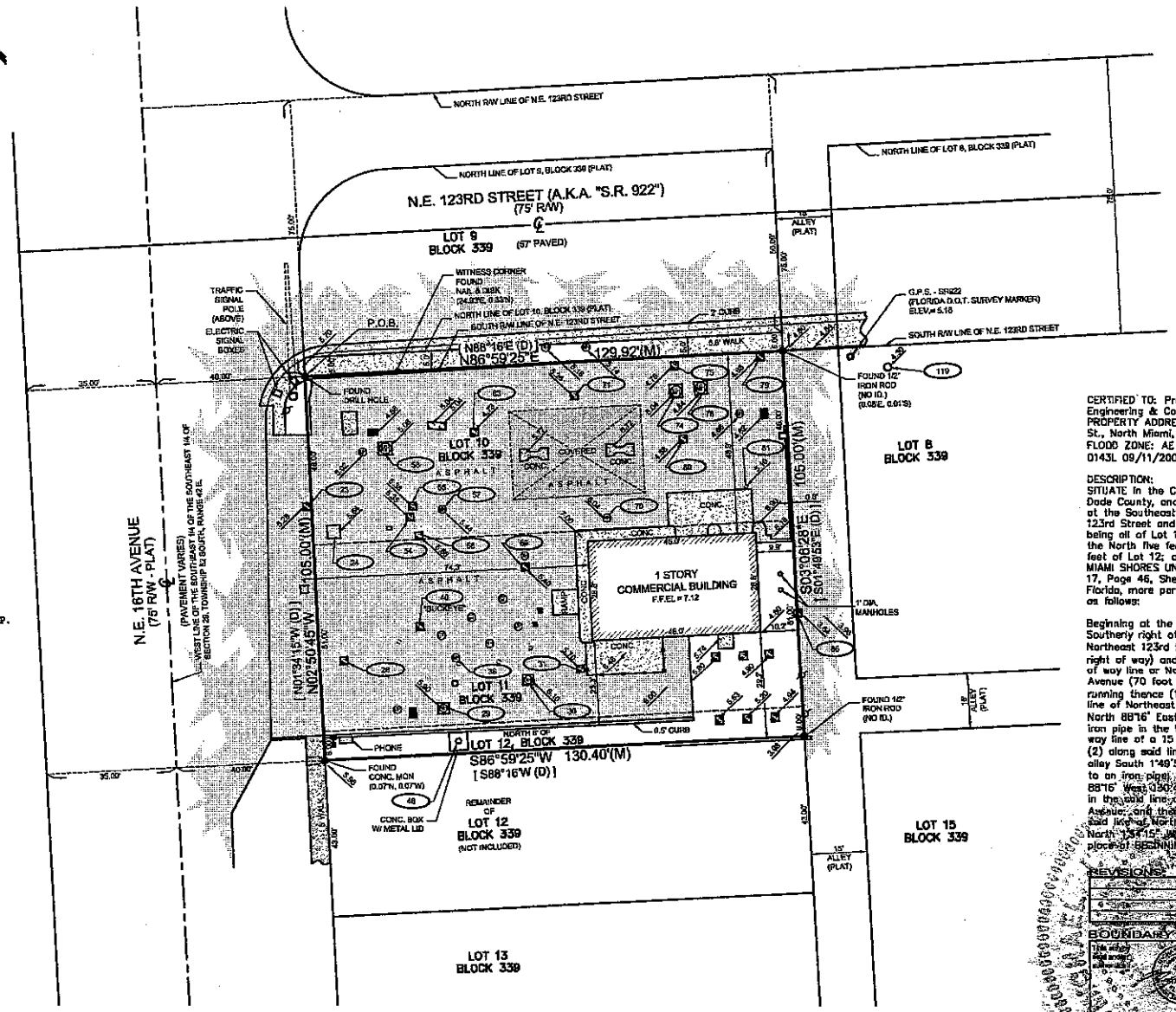
ZONING: C-2SW - BUSINESS REVITALIZATION EXTENSIVE (per Miami-Dade property appraiser).
AREA: 0.314 acres or 13,667 square feet
FOLIO: 08-2228-001-0591



CERTIFIED TO: Progressive Engineering & Construction, Inc.
PROPERTY ADDRESS: 1600 NE 123rd St., North Miami, FL 33181
FLOOD ZONE: AE (FIRM 120655 - 0143L 09/11/2009)

DESCRIPTION:
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REVISIONS:

BOUNDARY SURVEY

LEGEND:

CALC.	= CALCULATED	R7	= RULE	P.I.	= POINT OF INTERSECTION
C.B.S.	= CONCRETE BLOCK STRUCTURE	R	= RADIUS	P.O.C.	= POINT OF COMMENCEMENT
CONC. MON.	= CONCRETE MONUMENT	Δ	= CENTRAL "DELTA" ANGLE	P.O.B.	= POINT OF BEGINNING
CONC.	= CONCRETE	L	= ARC LENGTH	R/W	= RIGHT OF WAY
D.E.	= DRAINAGE EASEMENT	CHB.	= CHORD BEARING		= CHAIN LINK FENCE
U.E.	= UTILITY EASEMENT	N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM		= WOOD FENCE
P.B.	= PLAT BOOK	O.R.M.B.	= OFFICIAL RECORD BOOK		= METAL FENCE
* P.R.	= PREPARED LEGAL DESCRIPTION	P.B.	= PLAT BOOK		= CENTERLINE
EL.	= ELEVATION	P.C.	= POINT OF CURVATURE		= EASEMENT
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(M)	= MEASURED	P.R.C.	= POINT OF REVERSE CURVATURE		= OVERHEAD LINES
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= ASPHALT PAVEMENT
= CONCRETE PLANTER
= PARKING BLOCK MARKING
= WOOD POWER POLE
= WATER METER
= FIRE HYDRANT
= CATCH BASIN
= SANITARY MANHOLE

SCALE:	1" = 20'
DRAWN BY:	PICARD (C)
FIELD WK:	M.M. / B.M.
DATE:	11/27/2012

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REFERENCES:	
FIELD:	
JOB NOS.	
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M - 3433	

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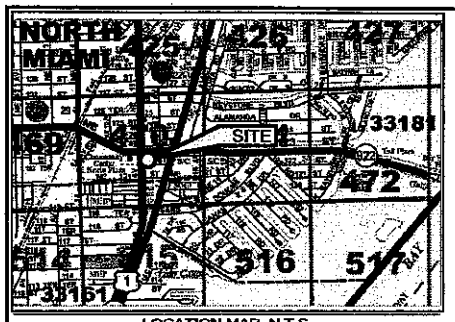

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Scale 1" = 20'

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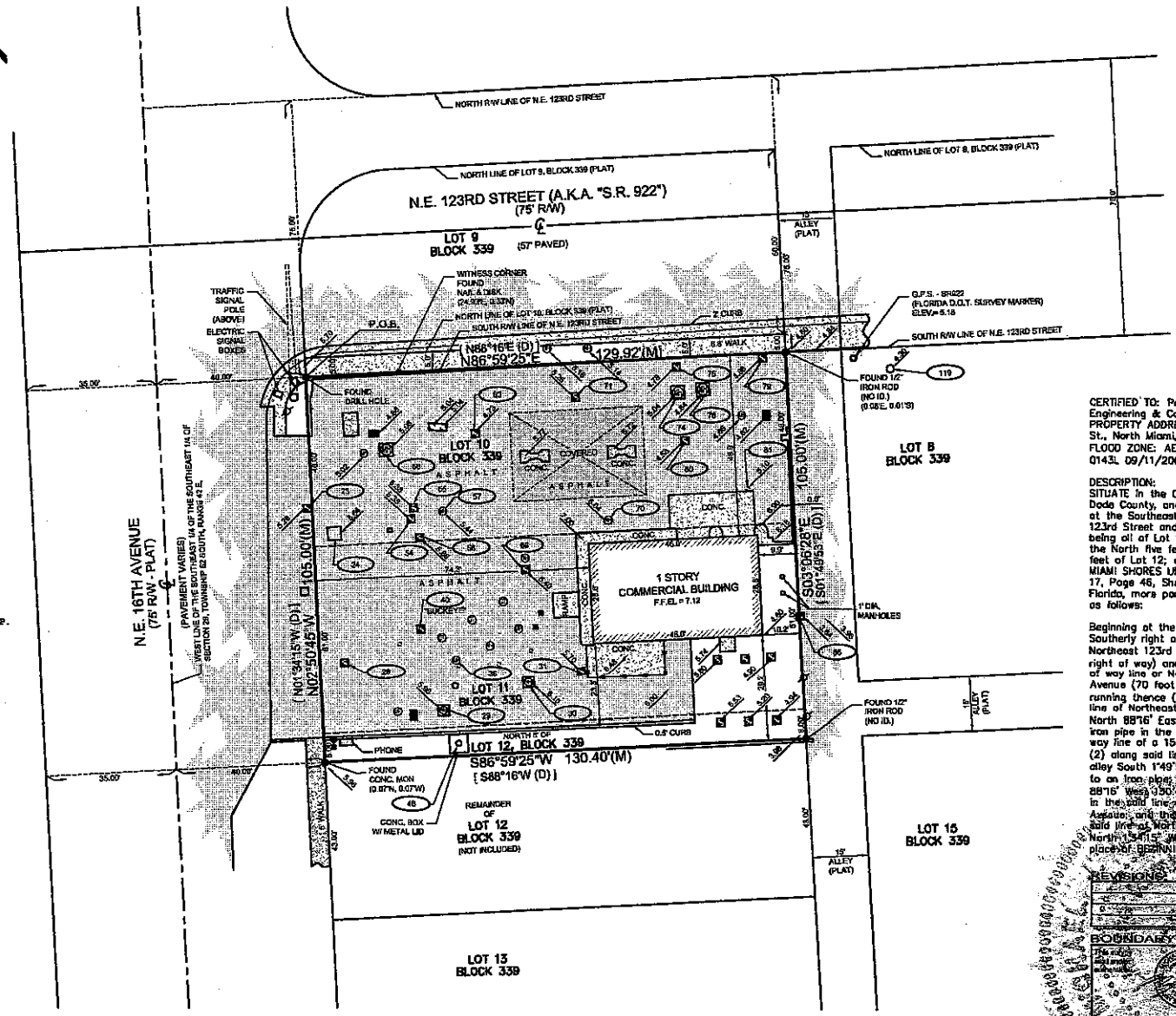

CERTIFIED TO: Progressive Engineering & Construction, Inc.
PROPERTY ADDRESS: 1600 NE 123rd St., North Miami, FL 33161
FLOOD ZONE: AE (FIRM 120655 - 0143L 09/11/2009)

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REVISIONS:

BOUNDARY SURVEY

LEGEND:

CALC. = CALCULATED	(P) = PLAT	PC = POINT OF CURVATURE	= ASPHALT PAVEMENT
C.B.S. = CONCRETE BLOCK STRUCTURE	R = RADIUS	P.O.C. = POINT OF COMMENCEMENT	= CONCRETE PAVEMENT
CONC. MON. = CONCRETE MONUMENT	Δ = CENTRAL/DELTA ANGLE	P.O.B. = POINT OF BEGINNING	= PAVER/BRICK PAVEMENT
CONC. = CONCRETE	L = ARC LENGTH	R/W = RIGHT OF WAY	= MANHOLE/MANHOLE
D.E. = DRAINAGE EASEMENT	CH.L. = CHORD BEARING	= CHAIN LINK FENCE	= WOOD FENCE
U.E. = UTILITY EASEMENT	N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM	= WOOD FENCE	= WATER METER
P.O.L. = POOL EQUIPMENT	O.R.B. = OFFICIAL RECORDS BOOK	= METAL FENCE	= FIRE HYDRANT
F.F.EL. = FINISHED FLOOR ELEVATION	P.B. = PLAT BOOK	= CONCRETE	= CATCH BASIN
EL. = ELEVATION	P.O.C. = POINT OF COMMENCEMENT	= ENCROACHMENT	= SANITARY MANHOLE
B.R./R.I. = BEARING REFERENCE	P.O.B. = POINT OF BEGINNING	= COVERED	
SQ. = SQUARE	P.R.C. = POINT OF REVERSE CURVATURE	= OVERHEAD LINES	
SUB. = SUBJECT	P.C.L. = POINT OF COMMON LINE	= LOT LINE	

SCALE:	1" = 20'
DRAWN BY:	PICARD (C)
FIELD WK:	M.M. / B.M.
DATE:	11/27/2012

MILLER LAND SURVEYING
1121 LAKE AVENUE
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e-mail: millersurveying@aol.com

Registered Surveyor, Florida Certificate No. MICHAEL J. MILLER PSM # 4

DATE:	11/27/2012
FIELD BK:	
PAGE:	
JOB NO.:	Y121024
JOB NO.:	M - 3433

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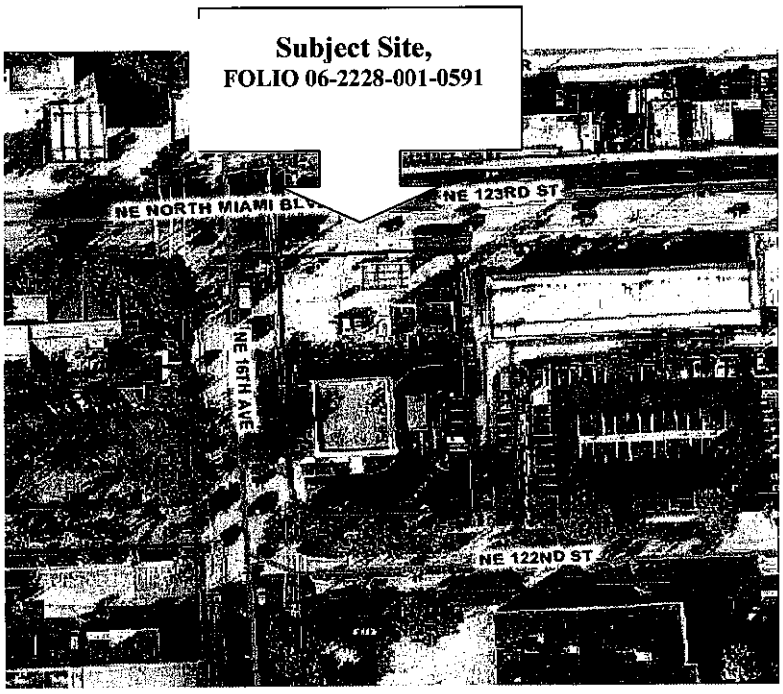
CITY OF NORTH MIAMI, FLORIDA

Notice of Public Hearing

NOTICE IS HEREBY GIVEN that the City of North Miami, Florida proposes to adopt the following resolution:

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, DESIGNATING A FORMER GAS STATION SITE LOCATED AT 1600 NE 123 STREET, IN THE CITY OF NORTH MIAMI, AS A "BROWNFIELD AREA" PURSUANT TO SECTION 376.80(2)(B), FLORIDA STATUTES, FOR THE REHABILITATION AND ECONOMIC DEVELOPMENT OF THE SITE, IN ACCORDANCE WITH THE FLORIDA BROWNFIELDS REDEVELOPMENT ACT, AND CONSISTENT WITH THE INTENT OF THE CITY'S COMPREHENSIVE PLAN; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO DO ALL THINGS NECESSARY TO EFFECTUATE THE BROWNFIELD AREA DESIGNATION; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES



A Public Hearing on this resolution will be heard by City Council on **January 8, 2013 at 7:00pm** in the Council Chambers of North Miami City Hall, Second Floor, 776 NE 125 Street, North Miami, Florida 33161. The location and folio number of the proposed Brownfield Area are as presented on the map above.

Members of the public are invited to attend the Public Hearings and provide oral or written comments on the matter. A copy of the application and report containing the Community Planning and Development Department's recommendation will be available for public review from Monday to Friday between the hours of 8:15 a.m. and 5:00 p.m. in the City Clerk's Office, City Hall. Written comments may be submitted to: City of North Miami, 776 N.E. 125th Street, North Miami, Florida 33161, Attn: Community Planning and Development Department. For questions, please call (305) 893-6511, Ext. 12182.

ANY PERSON WISHING TO APPEAL THE DECISION OF THE CITY COUNCIL WILL NEED A VERBATIM RECORD OF THE MEETING'S PROCEEDINGS, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED (SECTION 286.0105. F.S.).

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING SPECIAL ACCOMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK NO LATER THAN FOUR (4) DAYS PRIOR TO THE PROCEEDING. TELEPHONE (305) 893-6511, EXT. 2147, FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE OUR TDD LINE AT (305) 893-7936 FOR ASSISTANCE.

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.

Transactions, Due Diligence, Development, Brownfields, Cleanups & Compliance

One Southeast Third Avenue, Suite 2120
Miami, Florida 33131
Telephone: (305) 777-1680
Facsimile: (305) 777-1681
www.goldsteinenvlaw.com

Michael R. Goldstein, Esq.

Direct Dial: (305) 777-1682
Email: mgoldstein@goldsteinenvlaw.com

December 1, 2012

Via Email & U.S. Mail

Maxine Calloway, Esq., AICP
Director
Community Planning & Development Department
City of North Miami
North Miami, FL 33161

Re: Request for Brownfields Area Designation Pursuant to § 376.80(2)(b), Florida Statutes, of Former Corbo Oil Fuel Station Site, 1600 NE 123rd Street, North Miami, Florida 33181

Dear Ms. Calloway:

On behalf of Land South of MB, LLC ("Land South"), we are pleased to submit this request to the City of North Miami (the "City") to designate property located at 1600 NE 123rd Street, North Miami, Florida 33181, Folio No. 06-2228-001-0591, (the "Subject Property") a Brownfield Area pursuant to § 376.80(2)(b), Florida Statutes. Given the environmental conditions associated with the Subject Property and the risk and costs associated with returning it to beneficial use, the designation would be a critical first step in the road to economic revitalization and job creation.

In order to qualify for a brownfield area designation, the Florida Legislature established five statutory criteria:

1. whether the person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site;

2. whether the rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area;

3. whether redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and a permittable use under the applicable local land development regulations;

4. whether proper notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated and whether the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation; and

5. whether the person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the brownfield site.

Once satisfaction of these criteria is sufficiently demonstrated, the local government with jurisdiction over the proposed brownfield area is required by statute to effectuate the brownfield area designation. As reflected on the Statement of Eligibility enclosed as Attachment A, we believe that the Subject Property meets all five criteria and, accordingly, respectfully ask that you favorably consider this request and recommend its approval to the City Council. Of course, should you require any additional information in connection with this matter in order to render your recommendation, please do not hesitate to contact us. Thank you.

Very truly yours,

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.

Michael R. Goldstein
/mrg

cc: Land South of MB, LLC

Attachment A

Brownfield Area Designation Eligibility Statement

Former Corbo Oil Fuel Station Site
1600 NE 123rd Street, North Miami, Florida 33181 (the "Subject Property")

The proposed brownfield area is an approximately 13,650 square foot site formerly operated by Corbo Oil, Inc. ("Corbo Oil") on a parcel of land with a current address of 1600 NE 123rd Street, North Miami, Florida 33181, Folio No. 06-2228-001-0591, (the "Subject Property"), which the applicant, Land South of MB, LLC (the "Applicant"), proposes to redevelop for retail, commercial, or banking uses (the "Project"). In order to qualify for designation of the Subject Property as a brownfield area pursuant to § 376.80(2)(b), Florida Statutes, the Applicant must demonstrate compliance with five statutory criteria and also show that the property for which the designation is sought meets the definition of a "brownfield site" under § 376.79(3), Florida Statutes. We discuss each of the threshold statutory criteria in the following paragraphs and, where appropriate, reference and/or enclose supporting documentation. A complete copy of the designation statute, § 376.80, Florida Statutes, can be found as Exhibit A to this Eligibility Statement.

I. Five Statutory Criteria in Chapter 376.80(2)(b), Florida Statutes

1. Agreement to Redevelop the Brownfield Site. As the first requirement for designation, § 376.80(2)(b)(1), Florida Statutes, provides that "[a] person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site."

The Applicant satisfies this first criterion in that (i) a wholly-owned affiliate of the Applicant (Land South Partners I, LLC) owns the Mortgage and the Note for the Subject Property and thereby controls it; (ii) the Applicant is hereby requesting that the Subject Property be designated as a Brownfield Area; and (iii) the Applicant agrees to redevelop and rehabilitate the Subject Property. A copy of the Mortgage and Note and documentation of assignment to the Applicant's wholly-owned affiliate is enclosed as Exhibit B.

2. Economic Productivity. As the second requirement for designation, § 376.80(2)(b)(2), Florida Statutes, provides that "[t]he rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the rehabilitation agreement or an agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement shall not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004 or the creation of recreational areas, conservation areas, or parks."

The Applicant satisfies this second criterion in that development of the Project will result in major economic productivity for the area and create more than the minimum required number of new full-time equivalent positions. Specifically, the capital budget for the Project, inclusive of site development and construction costs; costs associated with fixtures, furnishings, equipment, and infrastructure; and payment of impact and professional fees, is estimated at $2.5 million. Based on the Applicant's experience with similar projects, the contemplated future uses at the Subject Property will generate no less than ten new permanent full-time and

part-time jobs unrelated to site development and construction, which is 200% of the statutory requirement. In addition, the Project is expected to increase the payment of real estate taxes within the area surrounding the Project site, as well as increase capital investment and redevelopment in the area, which, in turn, will be reinvested in the area to spark and support further productivity.

3. Consistency with Local Comprehensive Plan and Permittable Use under Local Land Development Regulations. As the third requirement for designation, § 376.80(2)(b)(3), Florida Statutes, states that "[t]he redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations."

The Subject Property is currently zoned C-2BW and has a future land use designation of Commercial/Office. The City of North Miami's comprehensive plan states the following about the Commercial/Office future land use category:

> *The purpose of this land use designation is to provide land area for business, office, retail, service and other commercial enterprises. Examples of such acceptable uses include the following: retail uses, including restaurants; offices and businesses; professional offices and businesses; community facilities such as schools, museums, places of worship, child and adult day care centers, nursing homes, governmental administration, police and fire protection facilities, and libraries; passive parks and open space; and nonprofit neighborhood social and recreational facilities. Approval of a comprehensive site development plan is required.*

The Applicant's plans for redevelopment consist of commercial, retail, and banking uses, which are all expressly permitted by the current zoning and encouraged by the City's comprehensive plan. The Applicant is currently conducting market research, speaking to potential tenants about leasing opportunities, and preparing a site plan for submittal to the City for public input and comment. Because the Subject Property will consist of retail, commercial, or banking uses, all of which are consistent with a Commercial/Office designation, per the City of North Miami's EAR-Based Comprehensive Plan Amendments (2007), Volume I: Policy 1.13.2, the "redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations." Accordingly, the Applicant meets this third criterion.

4. Public Notice and Comment. The four criterion for designation, § 376.80(2)(b)(4), Florida Statutes, requires that "[n]otice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated, and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subsection must be made in a newspaper of general circulation in the area, at least 16 square inches in size, and the notice must be posted in the affected area."

The Applicant satisfies this fourth criterion in that it contracted to post the requisite notice at the Subject Property and publish the requisite statutory notice in the Miami Herald. Notice by posting and publication will occur on November 29, 2012. In addition, the Applicant will hold a community meeting on December 4, 2012, at a publically accessible location in the vicinity of the Subject Property for the purpose of providing those receiving notice additional opportunity for comments and suggestions about rehabilitation. For a copy of

the notice to be posted and published as required by statute, please see Exhibit C. Evidence of actual posting and publication will also be provided to the City once both forms of notice have been completed.

5. **Reasonable Financial Assurance.** As the fifth requirement for designation, § 376.80(2)(b)(5), Florida Statutes, states that "[t]he person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan."

The Applicant satisfies this fifth criterion in that it has in hand the necessary capital to fund the equity portion of the estimated $2.5 million project budget as well as existing capital commitments to secure financing for the debt portion. In addition, the brownfields area designation, if granted, will provide the Applicant with an opportunity to pursue a modest but important contamination remediation related financial subsidy through an award of Voluntary Cleanup Tax Credits. The Applicant has assembled a top rated and highly credentialed team of environmental professionals with extensive experience in successfully pursuing this key economic incentive and is confident that the Voluntary Cleanup Tax Credits in the aggregate amount of 75% of the cost of remediation can ultimately be obtained. Also providing reasonable assurances that the Applicant has sufficient financial resources for the Project is the Applicant's previous track record of success with project development, including success with redevelopment related cost estimating, budgeting and financing. More specifically, the Applicant has previously completed two major redevelopment projects, one involving a 128,000 square foot health care processing center on 13.5 acres with a $7.5 million budget (which now employs 1,100 workers) and the other a 10,000 square foot commercial operation with a total project budget of $2 million (which now employs 45 workers). Finally, the Applicant has previously acquired a contaminated site for rehabilitation and redevelopment in Florida, successfully evaluated and responded to the environmental issues in accordance with all applicable law, successfully obtained a brownfields area designation, and initiated cleanup and redevelopment activities on time and on budget.[1] In sum, the Applicant's track record of success, its knowledge and experience with environmental matters generally and environmental remediation and redevelopment specifically, its strong financial position, and its team of highly qualified environmental professionals all taken together constitute reasonable assurance that sufficient financial resources exist to implement and complete the rehabilitation agreement and redevelopment plan.

II. Definition of "Brownfield Site" in Chapter 376.79(3), Florida Statutes

Because none of the five enumerated designation criteria expressly reference contamination as a specific element that an applicant must demonstrate in order to be eligible for a designation, such a requirement is typically inferred by virtue of the multiple references to the term "brownfield site" throughout Chapter 376.80(2)(b), Florida Statutes, which is defined at Chapter 376.79(3), Florida Statutes, to mean "real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination." Accordingly, as a final demonstration of eligibility, the Applicant should show that the property in question is impacted by either "actual" or "perceived"

[1] That project involved the acquisition of a closed Chevron station in Sun City Center, Florida, with approximately $660,000 in remediation costs, that the Applicant funded (and for which the Applicant successfully obtained Voluntary Cleanup Tax Credits from FDEP). As is planned for the Subject Property, the Sun City site is being redeveloped as a retail banking location (Chase) with a total budget of $2.4 million. Grand Opening is schedule for second quarter of 2013. The Applicant is confident that with the brownfields designation it can achieve the same measure of success with the Subject Property in the City of North Miami, transforming an abandoned, fallow, contaminated site in the City's urban core into a dynamic engine for reinvestment, and job creation, and enhanced tax revenues.

contamination and that such actual or perceived contamination "complicates" "expansion, redevelopment, or reuse" of the property in question. In this particular case, the facts powerfully attest to how actual contamination can sideline and marginalize an otherwise critical piece of property in the heart of a community for decades.

A Brief History of Contamination at the Subject Property

Since the mid-1980s the Subject Property has been operated exclusively as a retail fueling station. In March 1988, the Miami-Dade County Department of Environmental Resources Management ("DERM")[2] issued a Notice of Violation ("NOV") and Orders for Corrective Action to Mobil Oil Corporation ("Mobil") due to the documentation of petroleum contamination above allowable state standards in groundwater. The NOV also cited evidence of "uncontrolled spillage" and "discharge of oil and grease to the ground and or groundwater as a result of overflows from an oil water separator." [3] To partially address the NOV, Mobil engaged contractors to undertake a preliminary level of contamination assessment and response, which included the issuance of a Contamination Assessment Report ("CAR") on August 6, 1990, a CAR Addendum on December 20, 1990, and a Remedial Action Plan ("RAP") on March 11, 1991. The RAP was approved for implementation on May 26, 1992, along with a subsequent RAP modification on November 10, 1993. Although the RAP was never fully implemented to completion, a preliminary response action was conducted, resulting in the removal of 34.67 tons of petroleum contaminated soil between November 1988 and January 1990 and the removal of 55 gallons of contaminated waste water in December 1988. A copy of the groundwater and soil contamination plume maps from the CAR Addendum showing exceedances of allowable state standards across the entire property remaining at the Subject Property after conclusion of the preliminary response action can be found at Exhibit D. We have also included a groundwater contamination plume map from January 1995 (approximately thirty-one months after initial approval of RAP and startup of remediation activities) showing the persistence of groundwater impacts at the Subject Property. See Exhibit E. In sum, notwithstanding the fact that the RAP was partially implemented by Mobil, significant contamination from over 20 years ago remains in place and will require further assessment and remediation by the Applicant in order to allow redevelopment to occur.[4]

Complication of Redevelopment and Reuse

As the Applicant marshals its resources to move the Project forward, contamination conditions associated with the Subject Property will continue to significantly complicate

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[2] DERM is the predecessor to today's Miami-Dade County Department of Regulatory and Economic Resources ("RER").

[3] At the time, Mobil maintained three fiberglass underground storage tanks ("USTs") at the Subject Property for sale of unleaded gasoline. Other records reviewed indicated up to four USTs, including one 8,000 gallon unleaded gasoline UST, one 6,000 gallon unleaded gasoline UST, one 10,000 gallon unleaded gasoline UST, and one 550 gallon waste oil tank.

[4] In approximately December 1992, Corbo Oil purchased the Subject Property and continued to operate it as a retail fueling station. In May 2010, Corbo entered into a Consent Order with FDEP as a result of failing to upgrade the USTs at the Subject Property by December 31, 2009, pursuant to applicable state and federal law. Corbo had previously entered into a similar Consent Agreement with RER on April 15, 2009, which was subsequently amended on July 26, 2012, to extend the deadline to convert the single wall tanks at the Subject Property to double wall tanks by March 1, 2014.

redevelopment and reuse by adding layers of time and expense, imposing a host of design and construction changes, and increasing the Applicant's exposure to environmental and regulatory liability. We discuss each of these three complicating factors in the paragraphs that follow.

Additional Costs for Contamination Cleanup. The Applicant's technical and legal consultants project between $500,000 to $1 million in additional assessment, remediation, legal, construction, and health & safety related costs to address groundwater and soil contamination conditions. These are costs that would not be incurred but for the contamination conditions documented at the Subject Property to date and make the Project inherently more risky and objectively and demonstrably less profitable for the Applicant and the Applicant's investors and lenders.

Additional Costs for Contamination Related Design Changes. Furthermore, the nature of the contamination and the risk of exposure to regulatory and third party liability will have a material impact on the design and schedule for construction, adding to the cost and uncertainty related to the Project. For example, the excavation and management of soil during construction activities will be subject to a level of environmental review and scrutiny that wouldn't otherwise apply to a clean site, will limit design and soil disposal options, and will add major costs to the construction budget. Similarly, the dewatering of groundwater at the Subject Property during construction will be subject to a level of environmental review and scrutiny that wouldn't apply to a clean site and add further expense to the Project and delay the schedule for completion. Other types of land use and operational restrictions will likely need to be agreed to, which, in turn, will limit the types of end-users that can utilize the Subject Property and narrow the Applicant's development options.

Added Exposure to Environmental and Regulatory Liability. Finally, the investigation and remediation of contamination itself adds major complexity and ongoing risk as it demands close and ongoing oversight by FDEP and Miami-Dade County RER with uncertain endpoints. Possible exposure to regulatory agency liability as well as third party liability creates risk not only for the Applicant but for the Applicant's end-users and tenants, who will require assurances and indemnities in order to be willing and able to locate at the Subject Property, invest capital, and create jobs. This, in itself, promises to be a difficult, lengthy, and expensive process with an uncertain outcome.

Based on all the foregoing – the underlying contamination conditions; the likely impacts that the contamination conditions will have on construction design, schedule and budget; the uncertainty that contamination risk and potential liability create for the Applicant and the Applicant's investors, lenders, end-users, and tenants; and the vast and interrelated complexity that all the foregoing creates for redevelopment and reuse - the Subject Property clearly falls within the definition of "brownfield site" as set forth in Chapter 376.79(3), Florida Statutes.

III. Conclusion

The Applicant has demonstrated that it meets the five statutory criteria for designation of the Subject Property as a brownfield area as set forth at Chapter 376.80(2)(b), Florida Statutes, including the key requirement at Chapter 376.79(3), Florida Statutes, incorporated

by reference at Chapter 376.80(2)(b), Florida Statutes, that the property for which the designation is sought meets the definition of a "brownfield site."

Exhibit A

Select Year: 2011 Go

The 2011 Florida Statutes

Title XXVIII	Chapter 376	View Entire Chapter
NATURAL RESOURCES; CONSERVATION, RECLAMATION, AND USE	POLLUTANT DISCHARGE PREVENTION AND REMOVAL	

376.80 Brownfield program administration process.--

(1) A local government with jurisdiction over the brownfield area must notify the department of its decision to designate a brownfield area for rehabilitation for the purposes of ss. 376.77-376.86. The notification must include a resolution, by the local government body, to which is attached a map adequate to clearly delineate exactly which parcels are to be included in the brownfield area or alternatively a less-detailed map accompanied by a detailed legal description of the brownfield area. If a property owner within the area proposed for designation by the local government requests in writing to have his or her property removed from the proposed designation, the local government shall grant the request. For municipalities, the governing body shall adopt the resolution in accordance with the procedures outlined in s. 166.041, except that the notice for the public hearings on the proposed resolution must be in the form established in s. 166.041(3)(c)2. For counties, the governing body shall adopt the resolution in accordance with the procedures outlined in s. 125.66, except that the notice for the public hearings on the proposed resolution shall be in the form established in s. 125.66(4)(b)2.

(2)(a) If a local government proposes to designate a brownfield area that is outside community redevelopment areas, enterprise zones, empowerment zones, closed military bases, or designated brownfield pilot project areas, the local government shall adopt the resolution and conduct the public hearings in accordance with the requirements of subsection (1), except at least one of the required public hearings shall be conducted as close as reasonably practicable to the area to be designated to provide an opportunity for public input on the size of the area, the objectives for rehabilitation, job opportunities and economic developments anticipated, neighborhood residents' considerations, and other relevant local concerns. Notice of the public hearing must be made in a newspaper of general circulation in the area and the notice must be at least 16 square inches in size, must be in ethnic newspapers or local community bulletins, must be posted in the affected area, and must be announced at a scheduled meeting of the local governing body before the actual public hearing. In determining the areas to be designated, the local government must consider:

1. Whether the brownfield area warrants economic development and has a reasonable potential for such activities;
2. Whether the proposed area to be designated represents a reasonably focused approach and is not overly large in geographic coverage;
3. Whether the area has potential to interest the private sector in participating in rehabilitation; and
4. Whether the area contains sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes.

(b) A local government shall designate a brownfield area under the provisions of this act provided that:

1. A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site;

2. The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement shall not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004 or the creation of recreational areas, conservation areas, or parks;

3. The redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations;

4. Notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated, and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subparagraph must be made in a newspaper of general circulation in the area, at least 16 square inches in size, and the notice must be posted in the affected area; and

5. The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the brownfield site.

(c) The designation of a brownfield area and the identification of a person responsible for brownfield site rehabilitation simply entitles the identified person to negotiate a brownfield site rehabilitation agreement with the department or approved local pollution control program.

(3) When there is a person responsible for brownfield site rehabilitation, the local government must notify the department of the identity of that person. If the agency or person who will be responsible for the coordination changes during the approval process specified in subsections (4), (5), and (6), the department or the affected approved local pollution control program must notify the affected local government when the change occurs.

(4) Local governments or persons responsible for rehabilitation and redevelopment of brownfield areas must establish an advisory committee or use an existing advisory committee that has formally expressed its intent to address redevelopment of the specific brownfield area for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. Such advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. The person responsible for brownfield site rehabilitation must notify the advisory committee of the intent to rehabilitate and redevelop the site before executing the brownfield site rehabilitation agreement, and provide the committee with a copy of the draft plan for site rehabilitation which addresses elements required by subsection (5). This includes disclosing potential reuse of the property as well as site rehabilitation activities, if any, to be performed. The advisory committee shall review any proposed redevelopment agreements prepared pursuant to paragraph (5)(i) and provide comments, if appropriate, to the board of the local government with jurisdiction over the brownfield area. The advisory committee must receive a copy of the executed brownfield site rehabilitation agreement. When the person

responsible for brownfield site rehabilitation submits a site assessment report or the technical document containing the proposed course of action following site assessment to the department or the local pollution control program for review, the person responsible for brownfield site rehabilitation must hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

(5) The person responsible for brownfield site rehabilitation must enter into a brownfield site rehabilitation agreement with the department or an approved local pollution control program if actual contamination exists at the brownfield site. The brownfield site rehabilitation agreement must include:

(a) A brownfield site rehabilitation schedule, including milestones for completion of site rehabilitation tasks and submittal of technical reports and rehabilitation plans as agreed upon by the parties to the agreement.

(b) A commitment to conduct site rehabilitation activities under the observation of professional engineers or geologists who are registered in accordance with the requirements of chapter 471 or chapter 492, respectively. Submittals provided by the person responsible for brownfield site rehabilitation must be signed and sealed by a professional engineer registered under chapter 471, or a professional geologist registered under chapter 492, certifying that the submittal and associated work comply with the law and rules of the department and those governing the profession. In addition, upon completion of the approved remedial action, the department shall require a professional engineer registered under chapter 471 or a professional geologist registered under chapter 492 to certify that the corrective action was, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by the department.

(c) A commitment to conduct site rehabilitation in accordance with department quality assurance rules.

(d) A commitment to conduct site rehabilitation consistent with state, federal, and local laws and consistent with the brownfield site contamination cleanup criteria in s. 376.81, including any applicable requirements for risk-based corrective action.

(e) Timeframes for the department's review of technical reports and plans submitted in accordance with the agreement. The department shall make every effort to adhere to established agency goals for reasonable timeframes for review of such documents.

(f) A commitment to secure site access for the department or approved local pollution control program to all brownfield sites within the eligible brownfield area for activities associated with site rehabilitation.

(g) Other provisions that the person responsible for brownfield site rehabilitation and the department agree upon, that are consistent with ss. 376.77-376.86, and that will improve or enhance the brownfield site rehabilitation process.

(h) A commitment to consider appropriate pollution prevention measures and to implement those that the person responsible for brownfield site rehabilitation determines are reasonable and cost-effective, taking into account the ultimate use or uses of the brownfield site. Such measures may include improved inventory or production controls and procedures for preventing loss, spills, and leaks of hazardous waste and materials, and include goals for the reduction of releases of toxic materials.

(i) Certification that the person responsible for brownfield site rehabilitation has consulted with the local government with jurisdiction over the brownfield area about the proposed redevelopment of the brownfield site, that the local government is in agreement with or approves the proposed redevelopment, and that the proposed redevelopment complies with applicable laws and requirements

for such redevelopment. Certification shall be accomplished by referencing or providing a legally recorded or officially approved land use or site plan, a development order or approval, a building permit, or a similar official document issued by the local government that reflects the local government's approval of proposed redevelopment of the brownfield site; providing a copy of the local government resolution designating the brownfield area that contains the proposed redevelopment of the brownfield site; or providing a letter from the local government that describes the proposed redevelopment of the brownfield site and expresses the local government's agreement with or approval of the proposed redevelopment.

(6) Any contractor performing site rehabilitation program tasks must demonstrate to the department that the contractor:

(a) Meets all certification and license requirements imposed by law; and

(b) Will conduct sample collection and analyses pursuant to department rules.

(7) During the cleanup process, if the department or local program fails to complete review of a technical document within the timeframe specified in the brownfield site rehabilitation agreement, the person responsible for brownfield site rehabilitation may proceed to the next site rehabilitation task. However, the person responsible for brownfield site rehabilitation does so at its own risk and may be required by the department or local program to complete additional work on a previous task. Exceptions to this subsection include requests for "no further action," "monitoring only proposals," and feasibility studies, which must be approved prior to implementation.

(8) If the person responsible for brownfield site rehabilitation fails to comply with the brownfield site rehabilitation agreement, the department shall allow 90 days for the person responsible for brownfield site rehabilitation to return to compliance with the provision at issue or to negotiate a modification to the brownfield site rehabilitation agreement with the department for good cause shown. If an imminent hazard exists, the 90-day grace period shall not apply. If the project is not returned to compliance with the brownfield site rehabilitation agreement and a modification cannot be negotiated, the immunity provisions of s. 376.82 are revoked.

(9) The department is specifically authorized and encouraged to enter into delegation agreements with local pollution control programs approved under s. 403.182 to administer the brownfield program within their jurisdictions, thereby maximizing the integration of this process with the other local development processes needed to facilitate redevelopment of a brownfield area. When determining whether a delegation pursuant to this subsection of all or part of the brownfield program to a local pollution control program is appropriate, the department shall consider the following. The local pollution control program must:

(a) Have and maintain the administrative organization, staff, and financial and other resources to effectively and efficiently implement and enforce the statutory requirements of the delegated brownfield program; and

(b) Provide for the enforcement of the requirements of the delegated brownfield program, and for notice and a right to challenge governmental action, by appropriate administrative and judicial process, which shall be specified in the delegation.

The local pollution control program shall not be delegated authority to take action on or to make decisions regarding any brownfield site on land owned by the local government. Any delegation agreement entered into pursuant to this subsection shall contain such terms and conditions necessary to ensure the effective and efficient administration and enforcement of the statutory requirements of the

brownfield program as established by the act and the relevant rules and other criteria of the department.

(10) Local governments are encouraged to use the full range of economic and tax incentives available to facilitate and promote the rehabilitation of brownfield areas, to help eliminate the public health and environmental hazards, and to promote the creation of jobs and economic development in these previously run-down, blighted, and underutilized areas.

(11)(a) The Legislature finds and declares that:

1. Brownfield site rehabilitation and redevelopment can improve the overall health of a community and the quality of life for communities, including for individuals living in such communities.

2. The community health benefits of brownfield site rehabilitation and redevelopment should be better measured in order to achieve the legislative intent as expressed in s. 376.78.

3. There is a need in this state to define and better measure the community health benefits of brownfield site rehabilitation and redevelopment.

4. Funding sources should be established to support efforts by the state and local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, to evaluate the community health benefits of brownfield site rehabilitation and redevelopment.

(b) Local governments may and are encouraged to evaluate the community health benefits and effects of brownfield site rehabilitation and redevelopment in connection with brownfield areas located within their jurisdictions. Factors that may be evaluated and monitored before and after brownfield site rehabilitation and redevelopment include, but are not limited to:

1. Health status, disease distribution, and quality of life measures regarding populations living in or around brownfield sites that have been rehabilitated and redeveloped.

2. Access to primary and other health care or health services for persons living in or around brownfield sites that have been rehabilitated and redeveloped.

3. Any new or increased access to open, green, park, or other recreational spaces that provide recreational opportunities for individuals living in or around brownfield sites that have been rehabilitated and redeveloped.

4. Other factors described in rules adopted by the Department of Environmental Protection or the Department of Health, as applicable.

(c) The Department of Health may and is encouraged to assist local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, in evaluating the community health benefits of brownfield site rehabilitation and redevelopment.

History.—s. 4, ch. 97-277; s. 3, ch. 98-75; s. 11, ch. 2000-317; s. 2, ch. 2004-40; s. 44, ch. 2005-2; s. 7, ch. 2006-291; s. 5, ch. 2008-239.

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Exhibit B

CFN 2012R0726210
OR Bk 28309 Pgs 4615 - 4616; (2pgs)
RECORDED 10/11/2012 15:52:11
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Thomas M. Clark, Esquire
Thomas M. Clark, P.A.
2400 E. Commercial Blvd. #820
Ft. Lauderdale, FL 33308

ASSIGNMENT OF MORTGAGE AND OTHER DOCUMENTS

THIS ASSIGNMENT OF MORTGAGE AND OTHER DOCUMENTS, is made this 4th day of October, 2012, between **Stonehenge Financial Services Corporation**, a Georgia corporation whose mailing address is 580 West Crossville Rd., Suite 202, Roswell, GA 30075 (the "Assignor") and **Land South Partners 1, LLC**, a South Carolina limited liability company, whose mailing address is P.O. Box 3470, Myrtle Beach, SC 29578 (the "Assignee")

FOR TEN DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, sets over and transfers to the Assignee, all of the Assignor's right, title and interest in, to that the following mortgage documents collectively referred to herein, from time to time, as the "Mortgage," and the obligations described therein and the moneys due and to become due thereunder:

1. Mortgage Deed and Security Agreement dated June 24, 2008, as recorded on July 1, 2008, in Official Records Book 26458, Page 4675, of the Public Records of Miami-Dade County, Florida. Said Mortgage was assigned by Home Equity Mortgage Corporation, a Florida corporation to Sun American Bank, a Florida banking corporation by that certain Collateral Assignment of Mortgage dated October 16, 2007 and recorded December 26, 2008 in O.R. Book 26699, Page 3, of the Public Records of Miami-Dade County; as further assigned by Michael I. Goldberg in his capacity as Receiver for Home Equity Mortgage Corporation, a Florida corporation to Sun America Bank f/k/a Pan American Bank, a Florida banking corporation by that certain Assignment of Note, Mortgage and Other Loan Documents dated June 3, 2009 and recorded September 15, 2009 in O.R. Book 27013, Page 2009, of the Public Records of Miami-Dade County, Florida; and as further assigned by Federal Deposit Insurance Corporation as Receiver for Sun American Bank to First-Citizens Bank & Trust Company, a Florida banking corporation by that certain Assignment of Note, Mortgage, and Related Security Instruments without Recourse (Florida) dated June 9, 2010 and recorded July 19, 2010 in O.R. Book 27355, Page 4640, of the Public Records of Miami-Dade County, Florida and as further assigned to Land South of MB, LLC, a South Carolina limited liability company by Assignment of Mortgage and Other Documents dated as of September 26, 2012 and as further assigned to Assignor by Assignment of Mortgage and Other Documents dated October 3, 2012.

2. Assignment of Rents, Leases and Profits dated June 24, 2008 recorded on July 1, 2008, in Official Records Book 26458, Page 4687, of the Public Records of Miami-Dade County, Florida.

3. UCC-1 Financing Statement recorded on July 1, 2008 in Official Records book 26458, Page 4692, of the Public Records of Miami-Dade County, Florida

ASSIGNOR, warrants that it is the sole legal and equitable owner of the Mortgage, Assignment of Leases Rents and Profits, UCC-1 Financing Statement, and Note secured thereby, with full power and authority to sell same.

Assignor has not pledged or granted a security interest in the Note, Mortgage, Assignment of Leases Rents and Profits, UCC-1 Financing Statement and Assignor's interest therein is free of liens, security interest and encumbrances.

IN WITNESS WHEREOF, this Assignment of Mortgage and Other Documents has been duly executed and delivered by the Assignor as of the date hereof,

Signed, sealed and delivered
in the presence of:

ASSIGNOR:

Stonehenge Financial Services Corporation

By: Stephen Hutchison
Name:
Title: Vice President

(corporate seal)

STEPHANIE T. MORGAN NOTARY PUBLIC GEORGIA EXPIRES August 21, 2016 FULTON COUNTY

STATE OF GEORGIA)
) s.s.
COUNTY OF Fulton)

THE FOREGOING INSTRUMENT was acknowledged before me this 4th day of October, 2012 by Stephen Hutchison Vice President of **Stonehenge Financial Services Corporation**, a Georgia corporation, on behalf of said corporation. He/she is personally known to me or produced i.d. (drivers license) as identification.

Notary Public, State of Georgia

CFN 2012R0726209
OR Bk 28309 Pgs 4613 - 4614; (2pgs)
RECORDED 10/11/2012 15:52:11
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Thomas M. Clark, Esquire
Thomas M. Clark, P.A.
2400 E. Commercial Blvd. #820
Ft. Lauderdale, FL 33308

ASSIGNMENT OF MORTGAGE AND OTHER DOCUMENTS

THIS ASSIGNMENT OF MORTGAGE AND OTHER DOCUMENTS, is made this 3rd day of October, 2012, between **LAND SOUTH OF MB, LLC**, a South Carolina limited liability company whose mailing address is P. O. Box 3470 Myrtle Beach, SC 33432 (the "Assignor") and **STONEHENGE FINANCIAL SERVICES CORPORATION**, a Georgia corporation, whose mailing address is 580 W. Crossville Rd., Suite 202, Roswell, GA 30075 (the "Assignee")

FOR TEN DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, sets over and transfers to the Assignee, all of the Assignor's right, title and interest in, to that the following mortgage documents collectively referred to herein, from time to time, as the "Mortgage," and the obligations described therein and the moneys due and to become due thereunder:

1. Mortgage Deed and Security Agreement dated June 24, 2008, as recorded on July 1, 2008, in Official Records Book 26458, Page 4675, of the Public Records of Miami-Dade County, Florida. Said Mortgage was assigned by Home Equity Mortgage Corporation, a Florida corporation to Sun American Bank, a Florida banking corporation by that certain Collateral Assignment of Mortgage dated October 16, 2007 and recorded December 26, 2008 in O.R. Book 26699, Page 3, of the Public Records of Miami-Dade County; as further assigned by Michael I. Goldberg in his capacity as Receiver for Home Equity Mortgage Corporation, a Florida corporation to Sun America Bank f/k/a Pan American Bank, a Florida banking corporation by that certain Assignment of Note, Mortgage and Other Loan Documents dated June 3, 2009 and recorded September 15, 2009 in O.R. Book 27013, Page 2009, of the Public Records of Miami-Dade County, Florida; and as further assigned by Federal Deposit Insurance Corporation as Receiver for Sun American Bank to First-Citizens Bank & Trust Company, a Florida banking corporation by that certain Assignment of Note, Mortgage, and Related Security Instruments without Recourse (Florida) dated June 9, 2010 and recorded July 19, 2010 in O.R. Book 27355, Page 4640, of the Public Records of Miami-Dade County, Florida and as further assigned to Land South of MB, LLC, a South Carolina limited liability company by Assignment of Mortgage and Other Documents dated as of September 26, 2012.

2. Assignment of Rents, Leases and Profits dated June 24, 2008 recorded on July 1, 2008, in Official Records Book 26458, Page 4687, of the Public Records of Miami-Dade County, Florida.

3. UCC-1 Financing Statement recorded on July 1, 2008 in Official Records book 26458, Page 4692, of the Public Records of Miami-Dade County, Florida

ASSIGNOR, warrants that it is the sole legal and equitable owner of the Mortgage, Assignment of Leases Rents and Profits, UCC-1 Financing Statement, and Note secured thereby, with full power and authority to sell same.

Assignor has not pledged or granted a security interest in the Note, Mortgage, Assignment of Leases Rents and Profits, UCC-1 Financing Statement and Assignor's interest therein is free of liens, security interest and encumbrances.

IN WITNESS WHEREOF, this Assignment of Mortgage and Other Documents has been duly executed and delivered by the Assignor as of the date hereof,

Signed, sealed and delivered in the presence of:

ASSIGNOR:

LAND SOUTH OF MB, LLC, a Florida banking corporation

BY: _____
Name: Carey E. Graham
Title: Mng Member

(corporate seal)

STATE OF South Carolina)
) s.s.
COUNTY OF Horry)

THE FOREGOING INSTRUMENT was acknowledged before me this 3rd day of October, 2012 by Carey E. Graham as Managing Member of LAND SOUTH OF MB, LLC, a South Carolina limited liability company, on behalf of said company. He/she is personally known to me or produced Drivers License as identification.

Deborah Demmons
Notary Public, State of Florida

DEBORAH DEMMONS
Notary Public, State of South Carolina
MY COMMISSION EXPIRES JANUARY 24, 2021

CFN 20120726208
OR Bk 28309 Pgs 4611 - 4612; (2pgs)
RECORDED 10/11/2012 15:52:11
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Thomas M. Clark, Esquire
Thomas M. Clark, P.A.
2400 E. Commercial Blvd. #820
Ft. Lauderdale, FL 33308

ASSIGNMENT OF MORTGAGE AND OTHER DOCUMENTS

THIS ASSIGNMENT OF MORTGAGE AND OTHER DOCUMENTS, is made this 26 day of September, 2012, between **First-Citizens Bank & Trust Company**, a Florida banking corporation whose mailing address is 1200 North Federal Hwy, Suite 111-B Boca Raton, FL 33432 (the "Assignor") and **Land South of MB, LLC**, a South Carolina limited liability company, whose mailing address is P.O. Box 3470, Myrtle Beach, SC 29578 (the "Assignee")

FOR TEN DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, sets over and transfers to the Assignee, all of the Assignor's right, title and interest in, to that the following mortgage documents collectively referred to herein, from time to time, as the "Mortgage," and the obligations described therein and the moneys due and to become due thereunder:

1. Mortgage Deed and Security Agreement dated June 24, 2008, as recorded on July 1, 2008, in Official Records Book 26458, Page 4675, of the Public Records of Miami-Dade County, Florida. Said Mortgage was assigned by Home Equity Mortgage Corporation, a Florida corporation to Sun American Bank, a Florida banking corporation by that certain Collateral Assignment of Mortgage dated October 16, 2007 and recorded December 26, 2008 in O.R. Book 26699, Page 3, of the Public Records of Miami-Dade County; as further assigned by Michael I. Goldberg in his capacity as Receiver for Home Equity Mortgage Corporation, a Florida corporation to Sun America Bank f/k/a Pan American Bank, a Florida banking corporation by that certain Assignment of Note, Mortgage and Other Loan Documents dated June 3, 2009 and recorded September 15, 2009 in O.R. Book 27013, Page 2009, of the Public Records of Miami-Dade County, Florida; and as further assigned by Federal Deposit Insurance Corporation as Receiver for Sun American Bank to First-Citizens Bank & Trust Company by that certain Assignment of Note, Mortgage, and Related Security Instruments without Recourse (Florida) dated June 9, 2010 and recorded July 19, 2010 in O.R. Book 27355, Page 4640, of the Public Records of Miami-Dade County, Florida

2. Assignment of Rents, Leases and Profits dated June 24, 2008 recorded on July 1, 2008, in Official Records Book 26458, Page 4687, of the Public Records of Miami-Dade County, Florida.

3. UCC-1 Financing Statement recorded on July 1, 2008 in Official Records book 26458, Page 4692, of the Public Records of Miami-Dade County, Florida

ASSIGNOR, warrants that it is the sole legal and equitable owner of the Mortgage, Assignment of Leases Rents and Profits, UCC-1 Financing Statement, and Note secured thereby, with full power and authority to sell same.

Assignor has not pledged or granted a security interest in the Note, Mortgage, Assignment of Leases Rents and Profits, UCC-1 Financing Statement and Assignor's interest therein is free of liens, security interest and encumbrances.

IN WITNESS WHEREOF, this Assignment of Mortgage and Other Documents has been duly executed and delivered by the Assignor as of the date hereof,

Signed, sealed and delivered in the presence of:

ASSIGNOR:

First-Citizens Bank & Trust Company, a Florida banking corporation

BY:
Name: FRANCISCO ESCALANTE
Title: SVP

(corporate seal)

STATE OF FLORIDA)
COUNTY OF Palm Beach) s.s.
)

THE FOREGOING INSTRUMENT was acknowledged before me this 26th day of September, 2012 by Francisco J. Escalante, Sr. Vice President of First-Citizens Bank & Trust Company, a Florida banking corporation, on behalf of said corporation. He/she is personally known to me or produced _____ as identification.

Notary Public, State of Florida

G:\TMCData\Files\Graham\Corbo Oil\1577.034 First Citizens Assignment.doc

JENNIFER MOEN
Notary Public - State of Florida
My Comm. Expires Sep 13, 2013
Commission # DD 924814
Bonded Through National Notary Assn.

CFN 20080541490
OR Bk 26458 Pgs 4675 - 4686; (12pgs)
RECORDED 07/01/2008 13:56:52
MTG DOC TAX 3,675.00
INTANG TAX 2,100.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

THIS IS A BALLOON MORTGAGE AND THE FINAL PAYMENT OR THE BALANCE DUE UPON MATURITY IS $1,062,250.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

INITIALS

MORTGAGE DEED AND SECURITY AGREEMENT

LOAN#: C07034627

THIS MORTGAGE DEED AND SECURITY AGREEMENT (herein "Mortgage") is made and entered into this day 24 of JUNE, 2008, between the Mortgagor, CORBO OIL INC., A FLORIDA CORPORATION (herein "Mortgagor") which term as used herein shall include the Borrower's heirs, personal Representative, successors, legal representatives and assigns, either voluntary by act of the parties or involuntary by operation of law and shall devote the singular and/or plural, and the masculine and/or feminine and natural and/or artificial persons, whenever and wherever the context so requires or admits and HOME EQUITY MORTGAGE CORPORATION, a Florida Corporation, its successors and/or assigns,7333 CORAL WAY, MIAMI, FL 33155 (herein "Mortgagee") which terms as used herein shall include Mortgagee's successors, legal representatives and assigns, including all subsequent assigns, either voluntary by act of the parties or involuntary by operation of law.

WITNESSETH

WHEREAS, MORTGAGOR(S) is indebted to MORTGAGEE in the principal sum of ONE MILLION FIFTY THOUSAND AND NO/100 U.S. DOLLARS, ($1,050,000.00), which indebtedness is evidenced by their duly executed Note of even date.

To Secure to Mortgagee (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of herein contained, Mortgagor(s) does hereby mortgage, grant and convey to Mortgagee the following described property located in the County of MIAMI-DADE State of Florida

SEE EXHIBIT "A" ATTACHED HERETO.

THIS IS A FIRST MORTGAGE

(herein the "Property"): 1600 N.E. 123 STREET, MIAMI, FLORIDA 33161

TOGETHER WITH all structures, buildings and improvements now or hereafter located on the Property.

TOGETHER WITH all and singular the tenements, easements, riparian and other rights thereunto now of hereafter belonging or in anyway appertaining; and the rights, if any, in all adjacent roads, ways, streams and alleys; and the reversion or or reversions, remainders, rents, issues and profits thereof; and also all the estate, right, title interest, property, claim and demand whatsoever of the Mortgagors(s) of, in and to the same and of, in and to very part and parcel thereof.

Initials

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TOGETHER WITH all machinery, apparatus, equipment, fittings, fixtures and personal property of every kind and nature whatsoever, and products thereof (hereinafter sometimes collectively called the "Equipment"), now or hereafter situated on or attached to said Property or any part thereof and used or usable in connection with any construction and/or present or future operation of said foregoing, all heating, lighting, laundry, incinerating and power equipment; engines, pipes, pumps, tanks, motors, conduits, switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens, storm door(s) and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, It is understood and agreed that all Equipment is part and parcel of the Property and appropriated to the use thereof and whether affixed or annexed to the Property or not, shall, for the purpose of this Mortgage, be deemed conclusively to be real estate and mortgaged hereby; and, Mortgagor(s) agrees to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm the paramount and superior first lien of this Mortgage on any Equipment.

TOGETHER WITH (a) any and all awards or payments, including interest thereon and the right of receive the same, growing out of or as a result of any exercise of the right of eminent domain, including the taking of said Property or payment for alteration of the grade of any street upon which said Property abuts, or may other injury to, taking of, or decrease in the value of said Property to the extent of all amount which may be owing on the indebtedness secured by this Mortgage at the date of receipt of any such award or payment by Mortgagor(s) and the reasonable attorney's fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment; (b) any unearned premiums on any hazard, casualty, liability, or other insurance policy carried by Mortgagor(s) for the benefit of Mortgagee and/or the mortgaged Property; (c) Mortgagor's rights under any and all contracts, permits, licenses, plans or intangibles now or hereafter dealing with, affecting or concerning said Property, including, but not limited to, all contracts of Mortgagor for or related to the construction of improvements on or upon the Property and all of Mortgagor's rights from or arising out of such contracts, including performance and/or materialmen's bonds and any other related choses-in-action; and (d) Mortgagor's rights in and to supplies and materials delivered to or located upon the Property and used in connection with the construction of improvements thereon.

TOGETHER WITH all of Mortgagor's rights further to encumber said Property for debt except by such encumbrance which by its actual terms and specifically expressed intent shall be and at all times remain subject and subordinate to (a) any and all tenancies in existence when such encumbrances become effective and (b) any tenancies thereafter created. Mortgagor(s) hereby represents as a special inducement to Mortgagee to make this loan, that as of the date hereof there are no encumbrances to secure debt junior to this Mortgage and Mortgagor(s) covenants there are to be none as of the date hereof and as of the date when this Mortgage is recorded, except in the case of encumbrances having the prior written approval of Mortgagee, which approval shall not be unreasonably withheld.

TOGETHER WITH all of Mortgagor's rights to enter into any lease or lease agreements which would create any tenancy that is or may become subordinate in any respect to any mortgage other than this Mortgage.

TO HAVE AND TO HOLD the above-described and granted Property, tenements, hereditaments, appurtenances and rights thereunto belonging and the rents issues and profits thereof (hereafter collectively called the "Premises") unto the Mortgagee in fee simple forever.

BORROWER hereby covenants with Mortgagee that Mortgagor(s) is indefeasibly seized with the absolute and fee simple title to the
Premises and has full power and lawful authority to sell, convey, transfer and mortgage the same; that it shall be lawful at any time hereafter for Lender to peaceably and quietly enter upon, have, hold and enjoy said Property and every part thereof; that this Mortgage is and will remain a valid and enforceable first lien on the Property; that said Property is free and discharged from all liens, encumbrances and claims of any kind, including taxes and assessments;; and that Mortgagor(s) hereby fully warrants unto Mortgagee the title to said Property and will defend the same against the lawful claims and demands of all persons whomsoever.

If any of the Property is deemed to be personal property under the Uniform Commercial Code, this Mortgage shall constitute a Security Agreement and a granting by Mortgagor(s) of a security interest in such Property to Mortgagee to secure the payment of the indebtedness secured by this Mortgage.

NOW, THEREFORE, the condition of this Mortgage is such that if Mortgagor(s) shall well and truly pay unto Mortgagee, the indebtedness evidenced by the Note of even date herewith, made by Mortgagor and payable to Mortgagee in the principal sum stated herein. Dollars with interest as therein stated and any other indebtedness of the Mortgagor to Mortgagee of any nature and shall perform, comply with and abide by each and every one of the stipulations, agreements, conditions

INITIALS

and covenants contained and set forth in this Mortgage and in the Note secured hereby, then this Mortgage and the estate hereby created shall cease and be null and void.

MORTGAGOR(S) does hereby covenant and agree:

1. To perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants contained and set forth on said Note and this Mortgage and Security Agreement.

2. To permit, commit or suffer no waste and to maintain the improvements at all times in a state of good repair and condition; to comply with, or cause to be complied with, all Statutes, ordinances and requirements of any governmental or other authority relating to the Property; not to do or permit to be done to said Property anything that will alter or change the use and character of said Property or in any way impair or weaken the security of the this Mortgage. That in case of the refusal, neglect or inability of Mortgagor(s) to repair and maintain said Property, Mortgagee may, at its option and sole discretion, make such repairs or cause the same to be made and advance monies for said purpose with the repayment of such sums being secured by this Mortgage.

3. To permit no building fixtures or personal property or other property now or hereafter encumbered by the lien of this Mortgage to be removed, demolished or materially altered, without the prior written consent of Mortgagee.

4. To promptly pay and discharge any and all license fees or similar charges, together with any penalties and interest thereon, which may be imposed by the jurisdiction in which the Premises are situated for the use of vaults, chutes, areas and other space beyond the lot line and under or abutting the public sidewalks in front of or adjoining the Premises; and to promptly cure any violation of law and comply with any order of said jurisdiction in respect to the repair, replacement or conditions of the sidewalks or curbs in front of or adjoining the Premises. If Borrower shall default in making such violations, with the amount of such payment and the expenses incurred by Mortgagee in obtaining such discharge and in curing any such violation being secured by this Mortgage and becoming a lien on the Property; Mortgagor(s) shall repay the amount of any such payment and expenses to Mortgagee, together
with interest thereon at the delinquent Note rate, within fifteen (15) days after demand for said payment is made by Mortgagee to Mortgagor(s).

5. To notify, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Premises or any portion thereof, Mortgagee of the pendency of such proceedings. Mortgagee shall have the right to participate in any such proceedings and Mortgagor(s) from time to time, will deliver to Mortgagee all instruments requested by it to permit such participation.

6. To continue, notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Property by any public or quasi-public authority or corporation, to pay interest as provided in the Note until any such award or payment shall have been actually received by Mortgagee and any reduction in the principal sum resulting from the application by Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt; said award or payment may be applied, in such proportions and priority as Mortgagee in Mortgagee's sole discretion may elect, to the payment of principal, whether or not then due and payable, or any sums secured by this Mortgage and/or to payment to Mortgagor(s), on such terms as Mortgagee may specify, to be used for the sole purpose of altering, restoring or rebuilding any part of the Property which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade or other injury to the Property. If prior to the receipt by Mortgagee of such award or payment to the extent of the Mortgage debt remaining unsatisfied after such sale of the Property, with legal interest thereon, whether or not a Deficiency Judgment on this Mortgage shall have been sought or recovered or denied and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

7. To furnish to Mortgagee, within thirty (30) days after a request by Mortgagee to do so, a written statement containing the names of all lessees of the Premises, the terms of their respective leases, the spaces occupied and the rentals paid; Mortgagor, upon request of Mortgagee, shall deliver to Mortgagee an assignment in recordable form, of all lessor's interest in said leases, together with proof of due service of a copy of said assignment on each lessee.

8. That Mortgagor(s) hereby assigns to Mortgagee the rents, issues and profits of the Property as further security for the payment of the indebtedness secured hereby and Mortgagor grants to Mortgagee the right to enter the Property for the purpose of collecting the same and to let the Property, or any part thereof, and to apply said rents, issues, and profits, after payment of all necessary charges and expenses, on account of said indebtedness; that this assignment and grant shall continue in effect until the indebtedness secured by this Mortgage is paid, but Mortgagor(s) shall be entitled to collect and receive said rents, issues, and profits, until the occurrence of a default

INITIALS

by Mortgagor(s) under the terms and provisions hereof; that Mortgagor(s) agrees to use said rents, issues and profits in payment of principal and/or interest payable pursuant to the Note, and in payment of all taxes, assessments, water rates, sewer rents and other charges on or against the Property; that such right of Mortgagor(s) to collect and receive said rents, issues and profits may be revoked by Mortgagee upon any default by Mortgagors under the terms and provisions of this Mortgage by giving not less than five (5) days written notice of such revocation to Mortgagor(s); that Mortgagor(s) shall not have the right or power, as against the holder of this Mortgage without its consent, to cancel, assign, abridge or otherwise modify tenancies or leases of the Property, or any part thereof, now or hereafter in existence, or to accept pre-payments of installments of rent to become due thereunder for a period of more than one (1) month in advance; that, in respect of any such lease which now or at any time is covered by such restriction, Mortgagors will (a) fulfill or perform each and every term, covenant and provision of any such lease to be fulfilled or performed by the lessor thereunder; (b) give prompt notice to Mortgagee of any notice received by Mortgagors or default by the lessor thereunder, together with a complete copy of any such notice; and, (c) enforce, short of termination thereof, the performance or observance of each and every term, covenant, and provision of any such lease by the lessee thereunder to be performed or observed; and, that in the event of any default under this Mortgage, Mortgagors will pay monthly in advance to Mortgagee, or to any receiver appointed to collect said rents, issues and profits, the fair and reasonable rental value for the use and occupation of such payment, will vacate and surrender possession of such part of the Property to Mortgagee or to said receiver and in default thereof, Mortgagors may be evicted by summary proceedings or otherwise.

9. That Mortgagors(s) will, at the cost of Mortgagors, and without expenses to Lender, do, execute, acknowledge, and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers, and assurances as Mortgagee shall from time to time require, for the better assuring, conveying, assigning, transferring, and confirming unto Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Mortgagor(s) may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention of facilitating the performance of the terms of this Mortgage or for filing, registering, or recording this Mortgage and, on demand, will execute and deliver, and hereby authorizes Lender to execute in the name of Mortgagors to the extent it may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof upon the taxed or personal property.

10. (a) That Mortgagors forthwith upon the execution and delivery of this Mortgage and thereafter from time to time, will cause this Mortgage, and any security instrument creating a lien or evidencing the lien hereof upon the mixed or personal property; and, each instrument or further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the interest therein of the Mortgagee in the Property.

(b) That Mortgagors will pay all filing, registration or recording fees, and all expenses incident to the preparation, execution, and acknowledgment of this Mortgage, any mortgage supplemental hereto, and further advance hereunder, any security instrument with respect to the chattels, and any instrument of further assurance, and all federal, state, county, and municipal stamp taxes and other taxes, duties, imposts, assessments, and charges arising out of or in connection with the execution and delivery of the Note, this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the chattels or any instrument or further assurance.

11. That, if Mortgagors or any party consisting Borrower is a corporation, the execution and delivery of this Mortgage has been duly authorized by the Board of Directors of such corporation; and that, if required by the Articles of Incorporation of such corporation, the execution and delivery of this Mortgage has been duly consented to by the stockholder of such corporation. Mortgagor(s), if a corporation, will do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges as a business or stock corporation under the laws of the state of its incorporation and will comply with all regulations, rules ordinances statutes, orders and decrees of any Governmental Authority or court applicable to Mortgagors or to the Property or any part thereof.

12. That Mortgagors, from time to time when the same shall become due, will pay and discharge all taxes of every kind and nature (including, but not limited to, real and personal property taxes and income, franchise, withholding profits and gross receipt taxes), all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents, and charges, and all other public charges whether of a like or different nature, imposed upon or assessed against it or the Property or any part thereof or upon the revenues, rents, issues, income and profits of the Property or arising in respect to the occupancy, use or possession thereof, Mortgagor(s) shall deliver to Mortgagee receipts evidencing the payment of all such taxes, assessments, levies, fees, rents, and other public charges imposed upon or assessed against it or the Property or the revenues, rents, issues, income or profits thereof at least thirty (30) days before any such payment would become delinquent under the law then in force governing such payments.

INITIALS

Nothing in this Paragraph 12, shall require the payment or discharge of any obligation imposed upon Mortgagor(s) by this Paragraph so long as the Mortgagor(s) shall, in good faith and at its own expenses, contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection thereof or other realization thereon and the sale or forfeiture of the Premises or any part thereof to satisfy the same; provided however, that during such contest Mortgagor(s) shall, at the option of Mortgagee as obligee assuring the discharge by Mortgagor(s) of its obligations hereunder and the payment of any additional charge, penalty or expenses arising out of or incurred as a result of any such contest; and provide, further, however, that if at any time payment of any obligation imposed upon Mortgagor(s) shall become necessary to prevent the delivery of a Tax Deed conveying the Property or any portion thereof because of non-payment, then Mortgagor(s) shall pay the same in sufficient time to prevent the delivery of such Tax Deed, anything in this Paragraph to the contrary notwithstanding.

13. That Mortgagor(s) will pay, from time to time when the same shall become due, all claims and demands of mechanics lienors materialmen, laborers, and others which, if unpaid, might result in, or permit the creation of, a lien on the Property, whether paramount or subordinate to this Mortgage, or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom and in general will do or cause to be done everything necessary so that the first lien of this Mortgage shall be fully preserved, at the cost of Mortgagor(s), without expense to Mortgagee.

14. That Mortgagor(s) will keep adequate records and books of account in accordance with generally accepted accounting principles and will permit Mortgagee, by its agents, accountant, and attorneys, to visit and inspect the Premises and/or its principal place of business and examine its records and books of account and to discuss its affairs, finances, and accounts with the officers of Mortgagor(s), at such reasonable time as may be requested by Mortgagee.

In lieu of the above, the Mortgagee may request a current operation and/or financial statements of the Mortgagor and/or its personal Guarantor, which statements shall be delivered to the Mortgagee within thirty (30) days of its request.

15. (a) That Mortgagor(s) will keep all real, mixed, and personal property now or hereafter encumbered by the lien of this Mortgage insured, as may be required from time to time by the Mortgagee, against loss by fire, windstorm, flood, and other hazards, casualties and contingencies and war risks, if available, including, during the course of any construction and/or development work builders all-risk completed value, non-reporting form insurance, for such periods and for not less than their full insurable value of such amounts as may be required by Mortgagee and to pay promptly when due all premiums for such insurance. The amounts of insurance required by Mortgagee shall be the minimum amounts for with said insurance shall be written and it shall be incumbent upon Mortgagor(s) to maintain such additional insurance as may be necessary to meet and comply fully with all co-insurance requirements contained in said policies to the end that said Mortgagor(s) is not a co-insurer thereunder. Insurance shall be written by a company or companies approved by Mortgagee and all policies and renewals thereof shall be held by Mortgagee. All detailed designations by Mortgagor(s) which are accepted by Mortgagee and all agreements between Mortgagor(s) and Mortgagee relating to insurance, now existing or hereafter made, shall be in writing and shall be a part of this Mortgage as fully as though set forth verbatim herein and shall govern both parties hereto and their successors and assigns. No lien upon any of said policies of insurance or upon any refund or return premium which may be payable on the cancellation or termination thereof, shall be paid to other than Mortgagee, except by proper endorsement affixed to such policy and approved by Mortgagee. Each policy of insurance shall be a clause satisfactory to Mortgagee making all loss or losses under such policy payable to Mortgagee as its interest may appear. In the event any sum or sums of money become payable thereunder Mortgagee shall have the option to receive and apply the same on account to the indebtedness hereby secured, or to permit Mortgagor(s) to receive it and use it, or any part thereof, without hereby waiving or impairing any equity, lien or right under and by virtue of this Mortgage. In event of loss or physical damage to the Property, Mortgagor(s) shall give immediate notice thereof by mail to Mortgagee and Mortgagee may make Proof of Loss if the same is not made promptly by Mortgagor(s). In the event of foreclosure of this Mortgage or other transfer of title to the Property in extinguishment of the indebtedness secured hereby, all right, title and interest of Mortgagor(s) in and to any insurance policies then in force shall pass to the purchaser or grantee.

(b) Mortgagor(s) shall currently deliver to Mortgagee notices of payment dates and proof of payment of premiums on all such insurance policies as well as such certificates and proof of insurance as Mortgagee shall reasonable request.

(c) Mortgagee shall have the right to require Mortgagor(s) to pay to Mortgagee, on the first day of each and every month, amounts necessary to assure the payment of all insurance premiums required to be paid by Mortgagor(s) as aforesaid. Such sums held by Mortgagee shall be non-interest bearing and shall be used by Mortgagee to pay insurance premiums as and when they become due.

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16. That no conveyance shall be made by Mortgagor(s) of the Property herein described, or any part thereof, without first obtaining the prior written consent of Mortgagee, and the grantee named in such conveyance shall agree to assume the payment of the obligation evidenced by said Note and contained in this Mortgage in accordance with their respective terms. Mortgagor(s) agrees not to permit the merger of Mortgagor(s) with any corporation or the conveyance or any of the capital stock in Mortgagor(s) without Mortgagee's prior written consent, which consent shall not be unreasonably withheld.

17. That Mortgagee may, at its option, and without waiving its right to accelerate the indebtedness hereby secured and to foreclose the same, pay either before or after delinquency any and all of those certain obligations required by the terms hereof to be paid by Mortgagor(s) for the protection of the mortgage security or for the collection of the indebtedness hereby secured. All sums so advanced or paid by Mortgagee shall be charged to the Mortgage account, and every payment so made shall bear interest from the date thereof at the delinquent rate specified in said Note, and become an integral part thereof, subject in all respects to the terms, conditions, and covenants of the aforesaid Note and this Mortgage as fully and to the same extent as though a part of the original indebtedness evidenced by said Note and secured by this Mortgage; provided, however, said sums shall be repaid to Mortgagee within fifteen (15) days after demand by Mortgagee to Mortgagor(s) for said payment.

18. That Mortgagor(s) shall pay all and singular the costs, charges, and expenses, including attorney's fees and Abstract costs, reasonable incurred or paid at any time by Mortgagee because of the failure of Mortgagor(s) to perform, comply with, and abide by each and every one of the stipulations, agreements, condition, and covenants of said Note and of this Mortgage or either.

19. That in order to accelerate the maturity of the indebtedness hereby secured because of the failure of Mortgagor(s) to pay any tax assessment, liability, obligation, or encumbrance upon said Property as herein provided, it shall not be necessary nor requisite that Mortgagee shall first pay the same.

20. That any failure by Mortgagee to insist upon the strict performance by Mortgagor(s) of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee not withstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor(s) of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor(s); that neither Mortgagor(s) nor any other person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage shall be relieved of the obligation by reason of the failure of Mortgagee comply with any request of Mortgagor(s) or of any other person so obligated, to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligations secured by this Mortgage, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the Property and Mortgagee extending the time of payment or modifying the terms of the Note or this Mortgage, without first having obtained the written consent of Mortgagor(s) or such other persons and, in the last mentioned event, Mortgagor(s) and all such other persons shall continue liable to make such payments, according to the terms of any such Agreement of Extension or Modification unless expressly released and discharged in writing by Mortgagee; that Mortgagee may release, regardless of consideration, any party liable upon or in respect to the Note, or any part of the security held for the indebtedness secured by this Mortgage without, as to any other party or as to the remainder of the security, in any way, impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinated lien; and, that Mortgagee may resort for the payment of the indebtedness secure by this Mortgage to any and other security therefore held by Mortgagee in such form and manner as Mortgagee may elect.

21. That if the Mortgagor(s) shall fail, neglect, or refuse for a period of 30 days fully and promptly to pay the amounts required to be paid by the Note hereby secured or the interest therein specified or any of the sums of money herein referred to or hereby secured, or otherwise duly, fully, and promptly to perform, execute, comply with and abide by each, every or any of the covenants, conditions or stipulations of this mortgage, the Note hereby secured or if Mortgagor(s) shall fail to promptly comply with all requirements of Federal, State, County, Municipal and other governmental authorities having jurisdiction over the Property or if Mortgagor(s) shall use the Property in such a way as to violate any governmental law, ordinance, rule, regulation, or requirement, or, if Mortgagor's use of the Property violates any enforceable restrictive covenant upon the use of the Property, or, if any certificate, statement, warranty, or audit representation heretofore or hereafter furnished by or on behalf of Mortgagor(s) pursuant to or in connection with this Mortgage (including, without limitation, representation and warranties contained herein) proves to have been materially false or to have omitted any substantial contingent or unliquidated liability or claim against Mortgagor(s), or, if there exists any present imposition of a lien upon the Property approved by Mortgagee, or, if Mortgagor(s) sell out in the ordinary course of business, all, or substantially all, of its assets, then upon the occurrence of any such events, without notice or demand, the said aggregate sum

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mentioned in said Note, less previous payments, if any, and any and all sums mentioned herein or secured hereby shall become due and payable forthwith or thereafter at the continuing option of Mortgagee as fully and completely as if said aggregate sums were originally stipulated to be paid at such time, anything in said Note or herein to the contrary notwithstanding, and Mortgagee shall be entitled thereupon or thereafter without notice or demand to institute suit at law or in equity to enforce the rights of Mortgagee herein to the contrary notwithstanding, and Mortgagee shall be entitled thereupon or thereafter without notice or demand to institute suit at law or in equity to enforce the rights of Mortgagee hereunder or under said Note. In the event of any default or breach on the part of Mortgagor(s) hereunder of under said Note, Mortgagee shall have the continuing option to enforce payment of all sums secured hereby by action at law or suit in equity to foreclose this Mortgage, either or both, concurrently or otherwise, and one action or suit shall not abate or be a bar to or waiver of Mortgagee's right to institute or maintain the provided said Mortgagee shall have only one payment and satisfaction of said indebtedness.

22. That in the event that Mortgagor(s) shall (1) consent to the appointment of a Receiver, Trustee or Liquidator of all or a substantial part of Mortgagor's assets; or (2) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, or, (3) make a general assignment for the benefit of creditors, or (4) file a petition or answer seeking reorganization or arrangement with creditors, or, to take advantage of any insolvency law, or, (5) file an answer admitting the material allegations of a petition filed against Mortgagor in any bankruptcy, reorganization or insolvency proceeding, or, (6) action shall be taken by Mortgagor(s) for the purpose of effecting any of the foregoing, or, (7) any order, judgment, or decree shall be entered upon any application of a creditor or Mortgagor(s) by a court of competent jurisdiction approving a petition seeking appointment of a Receiver or Trustee of all or a substantial part of Mortgagor's assets and such order, judgment, or decree shall continue unstated and in effect for any period of thirty (30) consecutive days, Mortgagee may declare the Note hereby secured forthwith due and payable, whereupon the principal of and the interest accrued on the NOTE and all other sums hereby secured shall become forthwith due and payable as if all of the said sums of money were originally stipulated to be paid on such day; and, thereupon Mortgagee without notice or demand, may prosecute a suit at law and/or in equity as if all monies secured hereby had matured prior to its institution.

23. That if foreclosure proceedings should be instituted against the Property covered by this Mortgage upon any other lien or claim whether alleged to be superior or junior to the lien of this Mortgage, or, if any federal tax lien or claim of lien for labor or materials be filed of record against borrower or the Property and not be removed by payment or bond within thirty (30) days from such filing, Lender may, at its option, declare this Mortgage and indebtedness secured hereby due and payable forthwith and may, at its option, proceed to foreclose this Mortgage.

24. That in the event of a suit being instituted to foreclose this Mortgage, Mortgagee shall, as a matter of right, be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a Receiver of all and singular the Property, and of all rents, income, profits, issues and revenues thereof from whatever source derived; and, thereupon it is hereby expressly covenanted and agreed that the court shall forthwith appoint such Receiver with the usual powers and duties of Receiver in like cases and said appointment shall be made by the court as a matter of strict right, and not discretion, to Mortgagee, and without reference to the solvency or insolvency of Mortgagor(s) or any other party defendant to such suit. Mortgagor hereby specifically waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents that such appointment shall be made as an admitted equity and as a matter of absolute right to Mortgagee: and agrees, that the same may be done without notice to Mortgagor(s). Mortgagor(s) further agrees that the receiver shall have all rights conferred by law, the right to complete any construction already commenced on the Premises and/or to make necessary to keep the Property in proper condition during the period of receivership. To this end, Mortgagor(s) agrees that the funds for said construction and/or repairs shall be drawn from the sums remaining to be disbursed under the Note secure by this Mortgage if any, or such other sums as may be advanced to the Receiver, all interest thereon at the annual rate set forth in the Note, hereinabove referred to and all costs, including reasonable attorneys' fees plus fees for appellate proceedings, if any, in connection with the aforesaid.

25. That during the continuance of any default hereunder, Mortgagee(s) personally, or by its agents or attorneys, may enter into and upon all or any part of the Premises, and each and every part thereof, and may exclude Mortgagor(s), its agents and officers wholly therefrom; and, having and holding the same may use, operate, manage, and control the Premises and conduct the business thereof, either personally or by its superintendents, managers, agents, employees, attorneys, or Receivers; and, upon every such entry, Mortgagee at the expenses of the Property or Mortgagor(s), from time to time, at the expenses of the Property or Mortgagor(s), Mortgagee may make all necessary or proper repairs, renewals, and replacements and such useful alterations, additions, betterment and improvements thereto and thereon as to it may seem advisable; and in every such case, Mortgagee shall have the right to manage and operate Property and to carry on the business thereof and exercise all rights and powers of the Mortgagor(s) or with respect thereto either in the name of Mortgagor(s) or otherwise as it shall deem best; and, Mortgagee shall be entitled to collect

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and receive all earning, revenues, rents, issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of Mortgagor(s); and, after deducting the expenses of conduction the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterment and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of Mortgagee and for all attorneys, counsel, agents, clerks and other employees by it properly engaged and employed, Mortgagee shall apply the monies arising as aforesaid, first, to the payment of the principal of the Note and the interest thereon and second, to the payment of any other sums required to be paid by Mortgagor(s) under this Mortgage.

26. That in case of proceedings by or against Mortgagor(s) in insolvency or bankruptcy or any proceedings for its reorganization or insolvency or bankruptcy or any proceedings for its reorganization or involving the liquidation of its assets, then, and in such case, Mortgagee shall be entitled to prove the whole amount of principal and interest due upon the Note to the full amount thereof, and all other payments, charges, and costs due under this Mortgage, without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Property; provided, however, that in no event shall Mortgagee receive a greater amount than such principal and interest and such other payments, charges and costs due under this Mortgage from the aggregate amount of the proceeds of the sale of the Property and the distribution from the state of Mortgagor(s).

27. That Mortgagee shall have the right, from time to time, to take action to recover any sums, whether interest, principal, or any installment of either, or any other sums required to be paid under the terms of this Mortgage, as the same become due, without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Mortgagor(s) existing at the time such earlier action was commenced. No remedy conferred upon or reserved to the Mortgagee herein, or in the Note is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given to Mortgagee now or hereafter existing at law or in equity or by Statute. No delay or omission of Mortgagee in exercising any right or power accruing upon any default herein, or in the Note, shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein; and, every power and remedy given by the Mortgage or the Note to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. Nothing in this Mortgage or in the Note shall affect the obligation of Mortgagor(s) to pay the principal of, and interest on, the Note in the manner and at the time and place therein respectively expressed.

28. That Mortgagor(s) will not at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of, any stay or extension or moratorium law; any exemption from execution or sale of the Property of any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage; nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Property, or any part thereof prior to any sale or sales thereof which may be made pursuant to any provisions herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor, after any such sale or sales, claim or exercise any right under any statute heretofore of hereafter enacted by any governmental authority or otherwise, to redeem the Property so sold or any part thereof; and, Mortgagor(s), hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Mortgagee but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. Mortgagor(s), for itself and all who claim under it, waives, to the extent that it lawfully may, all right to have the Property marshaled upon any foreclosure hereof.

29. That to the extent of the indebtedness of Mortgagor(s) to Mortgagee described herein or secured hereby, Mortgagee in hereby subrogated to the lien or liens and to the right of the owners and holders of each and every mortgage, lien or other encumbrance on the Premises which is paid and/or satisfied, in whole or in part, out of the proceeds of the loan described herein or secured hereby, and the respective liens of said mortgages, liens, or other encumbrances, shall be and the same and each of them hereby is preserved and shall pass to and be held by Mortgagee herein as security for the indebtedness to Mortgagee herein described or hereby secured to the same extent that it would have been preserved and would have been passed to and been held by Mortgagee had it been duly and regularly assigned, transferred, set over, and delivered unto Mortgagee by separate deed of assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention of the parties hereto that the same will be satisfied and cancelled of record by the holders thereof at or about the time of the recording of this Mortgage.

30. That in the event any one or more of the provisions contained in this Mortgage or in the Note shall, for any reason, be held to be inapplicable, invalid, illegal or unenforceable in any respect, such inapplicability, invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provisions of this Mortgage, but, this Mortgage shall be construed as if such inapplicable, invalid, illegal or unenforceable provisions had never been contained herein or therein.

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31. That all notices hereunder shall be in writing and shall be deemed to have been sufficiently given observed for all purposes when presented personally or sent by telegraph or by registered or certified mail and with return receipt requested to any party hereto at its address above stated or at such other address of which written notification has been given to the other party.

32. That all of the grants, covenants, terms, provisions, and conditions herein shall run with the land and shall apply to, bind, and inure to the benefit of the successors and assigns of Mortgagor(s) and the successors and assigns of Mortgagee.

33. That in order to more fully protect the security of this Mortgage and to insure the payment of real estate taxes, water and sewer charges and insurance premiums for all insurance applicable to the Property as more particularly set forth in Paragraph 16, supra, Mortgagor(s), if required by Mortgagee, at any time or from time to time, agrees to pay to Mortgagee on the first day of each month (in addition to paying the principal and interest herein provided for) a sum equal to 1/12th of the annual real estate taxes, water and sewer charges, and insurance premiums for all insurance applicable to the Property. Mortgagor(s) shall deposit at least thirty (30) days prior to the due date of any such real estate tax, water, or sewer charges, or insurance premiums such additional amounts as may be necessary to provide Mortgagee with sufficient funds in such deposit account to pay each such item at least thirty (30) days in advance of the due date thereof.

If any time the amount of real estate taxes, water, and sewer charges or insurance premiums are increased or Mortgagee receives information that same will be increased, and if the monthly deposits then being made by Mortgagor(s) for this purpose (if continued) would not make up a fund sufficient to pay such item thirty (30) days prior to its due date, said monthly deposits shall thereupon be increased and Mortgagor(s) shall deposit immediately with Mortgagee on demand additional sums so that the monies then on hand for the payment of said items plus the increased one-twelfth (1/12th) payments and such additional sums demanded shall be sufficient to enable Mortgagee to pay such items at least thirty (30) days before the same become due and payable. For the purpose of determining whether Mortgagee has on hand sufficient monies to pay any particular item at least thirty (30) days prior to the due date therefore, deposits for each item shall be treated separately, it being the intention that Mortgagee shall not be obligated to use monies deposited for the payment of an item not yet due and payable for the payment of an item that is due and payable.

Notwithstanding the foregoing, it is understood and agreed (a) that deposits provided for hereunder may be held by Mortgagee in a single bank account; and, (b) that Mortgagee at its option may, if Borrower fails to make any deposit required hereunder, use deposits for one item for the payment of another item then due and payable. All such deposits shall be held in escrow by Mortgagee and shall be applied by mortgagee to the payment of the said real estate taxes, water and sewer charges, and insurance premiums when the same become due and payable. The said deposits shall bear no interest. The whole of the said principal sum and the interest shall immediately become due and payable at the option of Mortgagee after failure of Mortgagor(s) to pay any of the aforesaid monthly deposits for ten (10) days or after failure of Mortgagor(s) to pay any of the aforesaid additional deposits for five (5) days, in which event all monies on hand in the deposit fund may, at the option of Mortgagee, be applied in reduction of the said principal sum.

Upon an assignment of this Mortgage, Mortgagee shall have the right to pay over the balance of such deposits in its possession to the assignee and Mortgagee shall thereupon be completely released from all liability with respect to such deposits and Mortgagor shall look solely to the assignee or transferee with respect thereto. This provision shall apply to every transfer of such deposits to a new assignee. Upon full Payment of the mortgage indebtedness and interest (or at any prior time at the election of the then holder of this Mortgage), the balance of the deposits in its possession shall be paid over to the record owner of the Premises at the time of payment and no other party shall have any right or claim thereto in any event.

34. That Mortgagor(s), shall, at the request of Mortgagee, furnish a written statement in recordable form of the amount owing on the obligation which this Mortgage secures and therein state whether or not Mortgagor(s) claims any defenses or off sets thereto.

35. That in the event the ownership of said Property or any part thereof becomes vested in a person other than Mortgagor(s), Mortgagee may, without notice to Mortgagor(s), deal with such successor of successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with Mortgagor(s), and may forebear to sue or may extend time for payment of the debt, secure hereby, without discharging or in any way affecting the liability of Mortgagors(s) hereunder or upon the debt hereby secured.

36. That this Mortgage cannot be changed orally and can be modified only in writing executed by the party or parties incurring obligations by virtue of the modification.

37. That any payments made by Mortgagor(s) in partial or complete discharge of the loan to an Agent other than the owner and holder of the Mortgage and Note of record, as reflected in the,

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Public Records of the jurisdiction in which the Property is situated, shall constitute a payment to Mortgagor's Agent and not to the owner and holder of said Note or its Agent. In this regard, it is understood that until said payment is actually in the possession of Mortgagee or its assign(s), as the case may be, who at that time is the owner and holder of record of said Mortgage and Note, said payment shall be deemed not to have been properly made, and Mortgagee shall not be required to release or discharge the Mortgage in satisfaction of the obligation pursuant to the provisions of said Mortgage and Note.

38. That this Mortgage also secures the payment of and includes all future, or further advances as shall be made by Lender herein or its successors or assigns, to and for the benefit of Mortgagor(s), Mortgagor's heirs, personal representatives, successors or assigns, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal sum of this Mortgage together with interest thereon and any and all disbursements made by Mortgagee for the payment of taxes, levies, or insurance(s) on the Property covered by the lien of this Mortgage with interest on such disbursement at the rate specified in the Note referred to in this Mortgage, and for reasonable attorney's fees and court costs incurred in the collection of any or all of such sums of money. Such future or further advances shall be wholly optional with the Lender, and the same shall bear interest at the same rate as specified in the Note referred to herein; unless said interest rate shall be modified by subsequent agreement. A Note evidencing each and every future advances shall be executed by a person or persons acceptable to Lender and delivered to Lender. All such Notes shall be of equal dignity and a default in the payment of any one indebtedness secured hereby.

39. That Mortgagor(s) hereby waives the right to demand a jury trial in the event Mortgagor(s) files any affirmative defense or counterclaim in any judicial proceeding on this Mortgage on the Note secured hereby or in the event Mortgagor(s) institutes legal proceedings under said Mortgage and/or Note.

40. That it is a specific condition of this Mortgage, a breach of which shall constitute a default hereunder, that Mortgagor(s) must obtain Mortgagee's prior approval (which approval, if granted, shall set forth the terms and conditions of such approval which shall be incorporated herein by reference as if fully set forth herein and which Mortgagor(s) agrees to bound by) of the following:

(a) If the project being financed is other than a condominium project; any conversion to a condominium project.

41. That no transfer, assignment, mortgaging or hypothecation of all or part of the security for this Mortgage, whether real or personal property, shall be made by Mortgagor(s) or by a Pledgor without having first obtained the prior written consent of Mortgagee. No dissolution of the corporate or Limited Partnership of Mortgagor(s) shall be suffered or permitted without said prior written consent of the capital stock of the corporate Mortgagor(s) which would have the effect of transferring voting control thereof from controlling stockholders at the time of execution of this Mortgage (except a transfer by reason of the death of a stockholder) shall be deemed to be a prohibited transfer by the corporate borrower unless the written consent of Mortgagee thereto is first obtained. With respect to any conveyance which Mortgagee shall consent hereunder, Transferee shall agree to assume the payment of the obligations evidenced by the aforesaid Note and all obligations contained in this Mortgage and the Construction Loan Agreement, if any, in accordance with their respective terms.

42. Should Mortgagor(s) or any other person sell or transfer all or any part of the real estate encumbered hereby or any interest therein without Mortgagee's prior written consent; or should same be transferred by operation of law; then at the time of any such transfer or transfers, the Mortgagee, at its option and in its sole discretion shall have the right to increase the rate of interest set forth in the Note or Notes secured hereby to the prevailing rate which Lender shall then be charging on new mortgage loans secured by real estate similar to that encumbered hereby. Any increase in interest rate pursuant hereto shall be effective as of the first day of the month next following the date of such transfer of title. Such increased rate shall be binding upon the successors in title and upon all subsequent transferees and upon Mortgagor(s). Mortgagee shall have the right to effect such rate increases upon each such transfer of title and waiver of this right in any other or subsequent instance. Nothing contained herein shall be construed as imposing upon Mortgagee any obligations whatsoever to reduce the interest rate, either below the original rate prescribed in said Note or Notes or below any increased rate.

43. If payment of interest due on the Note secured by this Mortgage, or of the real estate taxes, waste and sewer charges or insurance premiums payable on the Property, or any part of of any of the same shall not be made on, or prior to, the date on which it is due and payable, a late charge as contained in the Note on the sums so delinquent from the due dates as liquidated damages for Mortgagor's failure to make prompt payment and the late charges that accrued during any month shall be payable on the first day of the following month. The whole of the principal sum and interest shall become due at the option of Mortgagee if Mortgagor fails to pay late charges when

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EXHIBIT "A"

LEGAL DESCRIPTION

Situate in the City of North Miami, Miami-Dade County and State of Florida, at the Southeast corner of NE 123 Street and 16 Avenue, and being all of Lot 11 and Lot 10, less the North 5 feet; the North 8 feet of Lot 12, all of Block 339, MIAMI SHORES UNIT A, according to the Plat thereof, as recorded In Plat Book 17, at Page 46, Sheet 3, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Beginning at the intersection of the Southerly right of way Line of NE 123 Street (75 foot right of way) and the Easterly right of way line of NE 16 Avenue (70 foot right of way), running thence (1) along the said line of NE 123 Street North 88° 16 minutes East 129-92 feet to an iron pipe in the Westerly right of way line of a 15 foot alley; (2) along said line of said 15 foot alley South 1°49 minutes 53 seconds East 105 feet to an iron pipe; thence (3) South 88 degrees 16 minutes West 130.40 feet to an iron pipe in the said line of Northeast 16 Avenue; thence (4) along the said line of Northeast 16 Avenue North 1° 34 minutes 15 seconds West 05 feet of the place of Beginning. a/k/a 1600 NE 123 Street, Miami Shores, Fl 33154 Folio No. 06-2228-001-0591

REAL ESTATE NOTE

DATE June 24, 2008 LOAN AMOUNT $1,050,000.00
PROPERTY ADDRESS: 1600 NE 123rd STREET
CITY: NORTH MIAMI STATE: FL ZIP: 33181

FOR VALUED RECEIVED, I, promise to pay to the order of HOME EQUITY MORTGAGE CORP., ITS SUCCESSORS AND OR ASSIGNS, hereinafter referred to as "LENDER" of 7333 CORAL WAY, MIAMI, FL 33155 such other place as lender shall designate, the principal sum of ONE MILLION FIFTY THOUSAND DOLLARS AND NO/100 ("Principal"), together with interest on the unpaid principal balance on a daily basis from the date herein and payable as follows:

Interest at the rate of 14.00 percent per annum, on the unpaid principal balance shall be payable in equal monthly payments of $12,250.00 each, commencing on the 1ST day of AUGUST, 2008 and continuing on the 1ST day of each succeeding month thereafter until , JULY 1, 2010, when a final payment of all remaining unpaid principal and accrued but unpaid interest is due and payable.

PREPAYMENT PRIVILEGE: This note may be prepaid in whole or in part without premium or penalty.

LATE CHARGES AND OVERDUE PAYMENTS: IF THE NOTE HOLDER HAS NOT RECEIVED THE FULL AMOUNT OF ANY PAYMENT DUE, INCLUDING THE FINAL BALLOON PAYMENT, BY THE END OF FIVE (5) DAYS, AFTER THE DAY IT IS DUE, I/WE WILL PAY A LATE CHARGE TO THE NOTE HOLDER. THE AMOUNT OF THE CHARGE WILL BE TEN (10) PERCENT OF MY OVERDUE PAYMENT, BUT NOT LESS THAN $25.00 DOLLARS. I/WE WILL PAY THIS LATE CHARGE ONLY ONCE ON ANY LATE PAYMENT. IN THE EVENT OF A RETURN CHECK BY THE BANK FOR ANY REASON, MAKER SHALL PAY A CHARGE OF $50.00.

INITIAL

COLLATERAL: The debt evidenced by this note is secured by a mortgage (the "Mortgage") of this date which protects the lender from possible losses which might result from my default under this Note. The Mortgage describes the secured property and the rights of the lender with respect to that secured property.

DEFAULT: If we fail to pay when due any amount owed under this Note, or fail to fully perform any agreement, duty or undertaking of the Mortgage securing this Note, then we shall be in default. In that event, at the option of the Lender and without demand or notice of any kind, the total unpaid principal balance, together with accrued but unpaid interest, may become due and payable, with the principal balance then to bear interest at the highest contract rate permitted or allowed by the law. We agree to pay all costs of collection, including reasonable attorney's fees if collected by or through an attorney at law, whether or not suit is instituted.

INITIAL

Exhibit "B"

INTEREST REDUCTION: Lender shall not be entitled to receive any payment of interest which exceeds the maximum interest allowable under the laws. If Lender determines that it has charged or received interest in excess of the amount allowed by law, it shall refund the amount of any overcharge received, by either reducing the principal owed under this note or by making a payment to the borrower, at the sole option of lender.

FORBEARANCE: WE acknowledge and agree that the Lender does not waive any of its right under this note unless in writing signed by Lender, and no delay or omission in exercising any of its rights shall operate as a waiver by Lender of any rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion. The same shall also apply to all sureties, guarantors and endorsers, who hereby agree to any extension of time of payment and partial payment before, or after maturity.

BORROWERS' WAIVERS: WE waive our rights to require the Lender to do certain things. Those things are: (A) to demand payment of amounts due; (B) to give notice that amounts due have not been paid; and (C) to obtain an official certification of nonpayment.

RESPONSIBILITY OF PERSONS UNDER THIS NOTE: This note is the joint and several obligation of all borrowers, sureties, guarantors and endorsers, and is binding upon them, their successors and assigns.

APPLICABLE LAW: The laws of the State of Florida shall govern this note

APPLICATION OF PAYMENTS: All payments or partial prepayments received by Lender will be applied first to late charges, then to the repayment of advances made by the Lender under the terms of the Mortgage, then to costs of collection, if any, then to accrued by unpaid interest, with the remainder to be applied to unpaid principal.

RULES OF CONSTRUCTION: Wherever the context requires or permits, the singular "I" includes the plural and either gender; partnership, corporations and other legal entities, should such an entity execute this Note; endorsers, guarantors and sureties, unless their obligation is expressly limited or varied; and the heirs, legal representatives, successors and assigns of such parties. The word "Lender" includes the plural and the legal representatives, successors and assigns of Lender.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER: If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

SIGNED, SEALED AND DELIVERED THE DAY AND YEAR FIRST SHOWN ABOVE.

CORBO OIL, INC., A FLORIDA CORPORATION

GUILLERMO CORBO, President

Rider to Real Estate Note

Interest payable pursuant to this note is intended to be exempt from withholding to the extent permitted under the United States Internal Revenue Code of 1986, as amended (the "Code"). All references to the Code shall be deemed to include references to successor provisions and to regulations promulgated under the Code. The undersigned borrower(s) hereby appoint Lender (and such other parties as the Lender may thereafter appoint in its place, Lender and such other persons being referred to herein as the "Registrar") to maintain a register identifying the holder and beneficial owner of this note. Principal and interest under this note is payable only to the registered holder of this Note, as identified in the register maintained by the Registrar. The holder shall notify, the Registrar in writing of any transfer or change in beneficial ownership of this note and identify the transferee and new beneficial owner of this note, and the Registrar shall record such information in the register maintained by the Registrar. Any transfer of this note that is not made in conformity with the foregoing procedures shall not be valid and shall not be recognized by the Registrar. The holder agrees that it shall submit to the Registrar such documentation as may be required to comply with exemptions from withholding under the Code. Said documentation shall be submitted in such forms and at such times as may be required by the Code and requested by the Registrar. If the information on the foregoing documentation changes, the holder shall inform the Registrar of the new information within 5 business days. Failure to comply with the foregoing requirements may cause amounts payable pursuant to this note to be subject to withholding. The foregoing provisions are binding on any transferees of this note.

CORBO OIL, INC., A FLORIDA CORPORATION

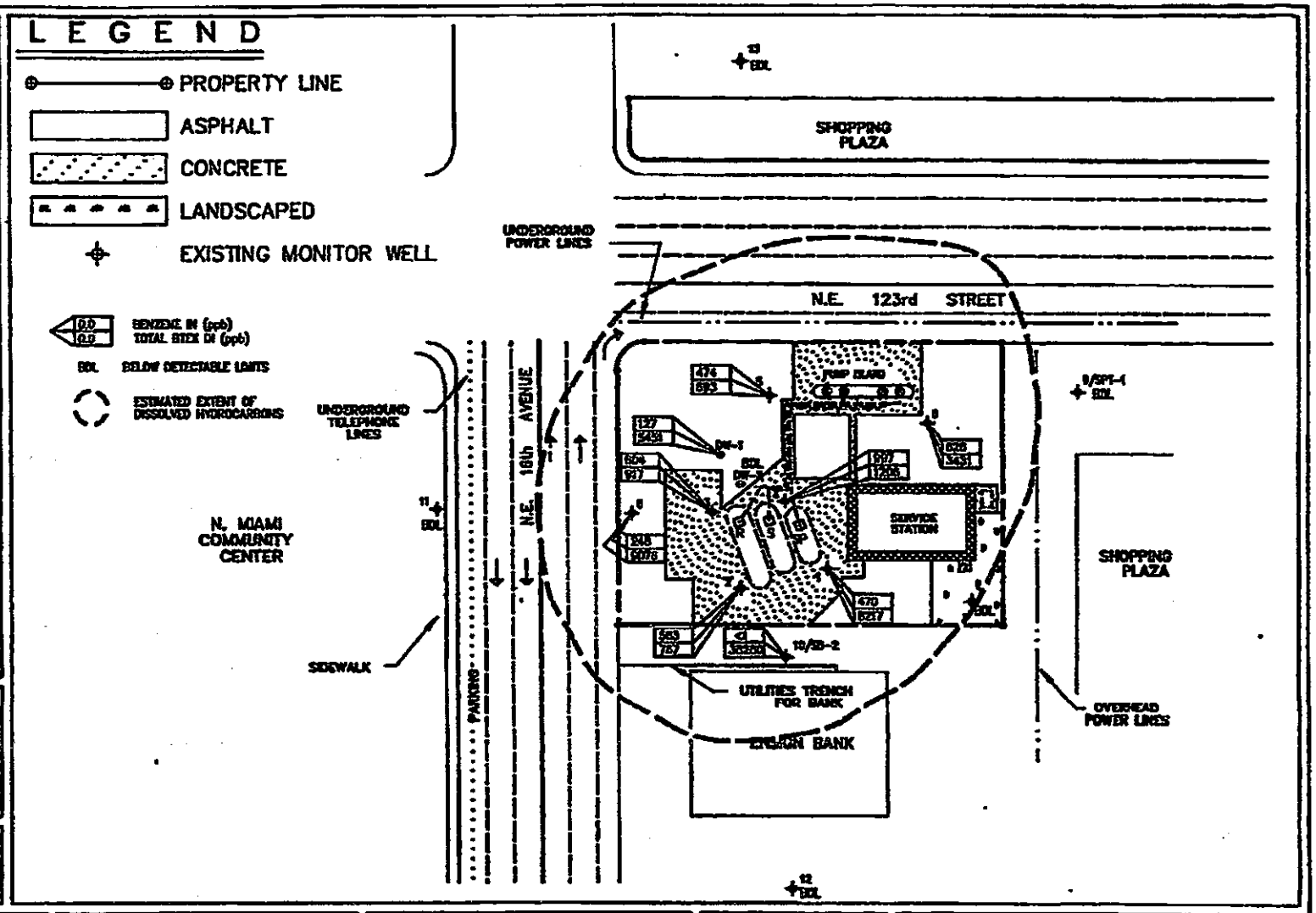
GUILLERMO CORBO, President

Exhibit C

NOTICE OF PROPOSED BROWNFIELD AREA DESIGNATION

REPRESENTATIVES OF LAND SOUTH OF MB, LLC, WILL HOLD A COMMUNITY MEETING ON DECEMBER 4, 2012, FROM 5:00 P.M. TO 6:30 P.M. FOR THE PURPOSE OF AFFORDING INTERESTED PARTIES THE OPPORTUNITY TO PROVIDE COMMENTS AND SUGGESTIONS ABOUT THE POTENTIAL DESIGNATION OF PROPERTY LOCATED AT 1600 NE 123RD STREET, NORTH MIAMI, FLORIDA 33181, AS A BROWNFIELD AREA PURSUANT TO §376.80(2)(B), FLORIDA STATUTES, AND ABOUT DEVELOPMENT AND REHABILITATION ACTIVITIES ASSOCIATED WITH THE POTENTIAL DESIGNATION. THE COMMUNITY MEETING WILL BE HELD AT THE BEST WESTERN PLUS WINDSOR INN, 12210 BISCAYNE BOULEVARD, NORTH MIAMI, FLORIDA 33181, AND IS FREE AND OPEN TO ALL MEMBERS OF THE PUBLIC. FOR MORE INFORMATION REGARDING THE COMMUNITY MEETING, INCLUDING DIRECTIONS, OR TO PROVIDE COMMENTS AND SUGGESTIONS AT ANY TIME BEFORE OF AFTER THE MEETING DATE, PLEASE CONTACT MICHAEL R. GOLDSTEIN BY TELEPHONE AT (305) 777-1682, BY U.S. MAIL AT THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A., 1 SE 3RD AVENUE, SUITE 2120, MIAMI, FLORIDA 33131, AND/OR BY E-MAIL AT MGOLDSTEIN@GOLDSTEINENVLAW.COM.

Exhibit D



DISSOLVED HYDROCARBON DISTRIBUTION MAP

JOB NUMBER: MOB-2221

FIGURE: 1

NORTH

SCALE IN FEET: 0 25 50 100

Cherokee GROUNDWATER CONSULTANTS, INC.

STATION NUMBER: N/A

DATE DRAWN: 11-2-90

DRAWN BY: E.L.H.

MOBIL OIL CORPORATION

1600 N.E. 123rd STREET
NORTH MIAMI,
DADE COUNTY, FLORIDA

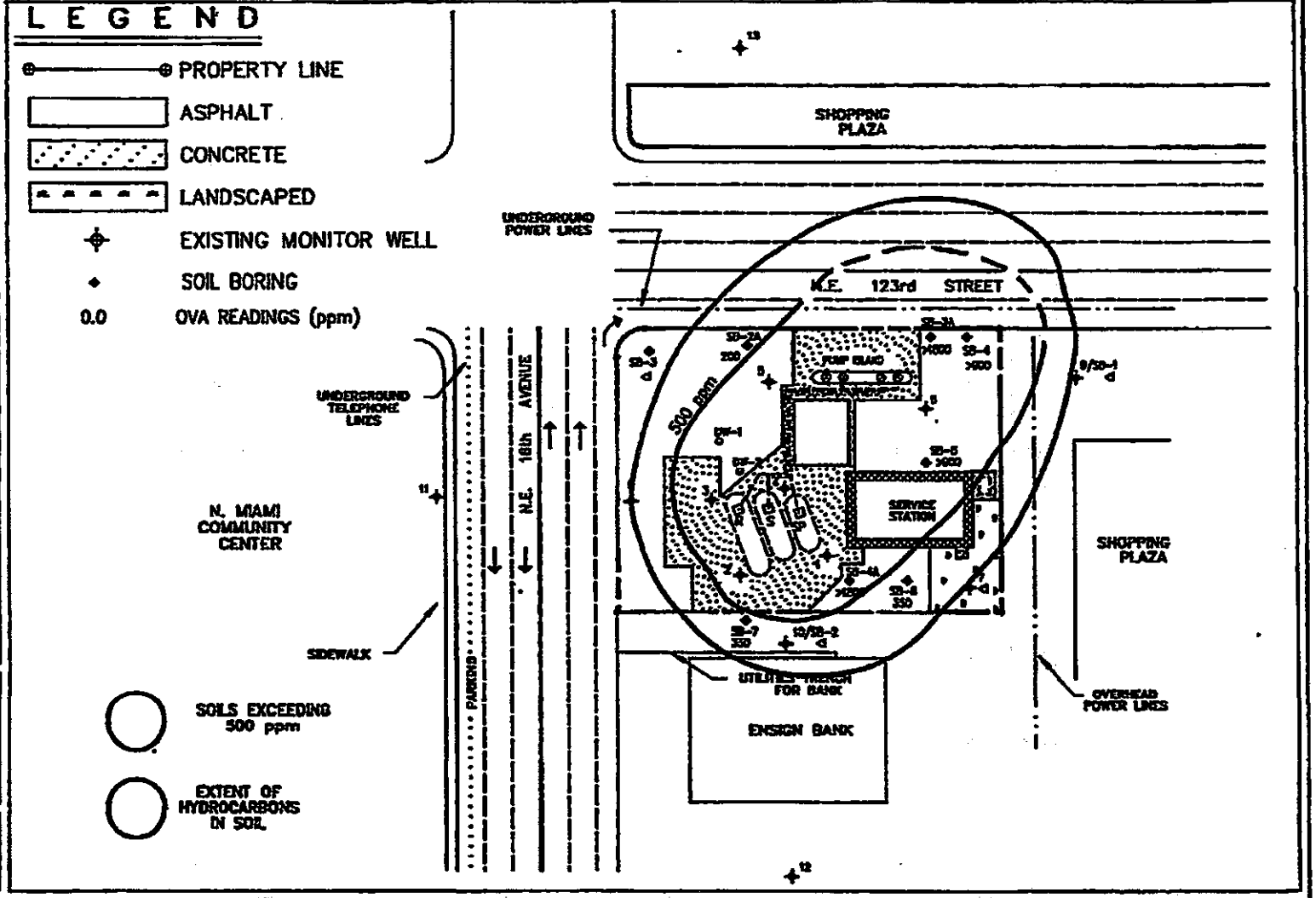
SOIL PLUME MAP

JOB NUMBER: MOB-2221

FIGURE: 2

LEGEND

- PROPERTY LINE
- ASPHALT
- CONCRETE
- LANDSCAPED
- EXISTING MONITOR WELL
- SOIL BORING
- 0.0 OVA READINGS (ppm)



NORTH

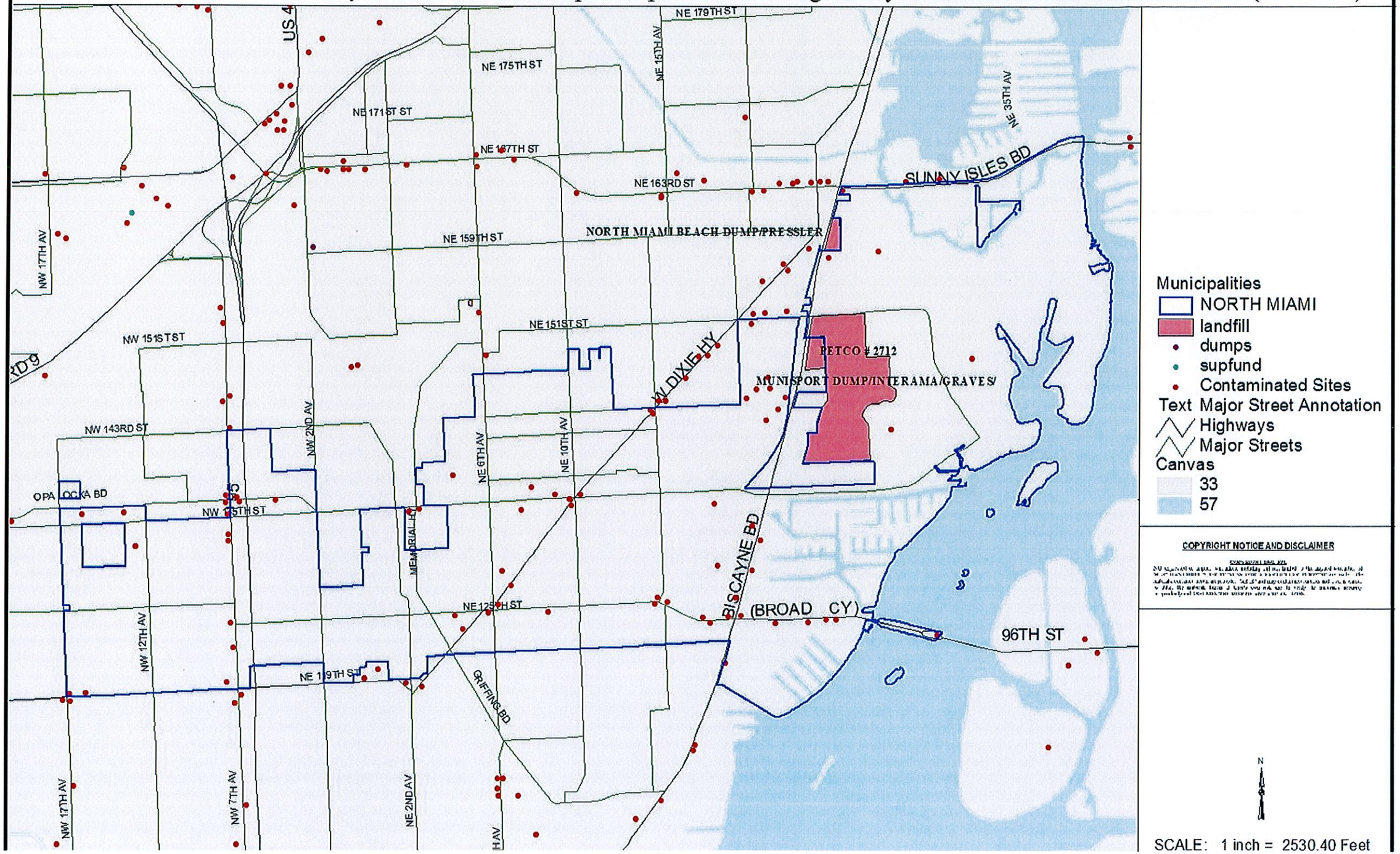
Mobil

SCALE IN FEET

0 25 50 100

Cherokee
GROUNDWATER CONSULTANTS, INC.

STATION NUMBER:	N/A
DATE DRAWN:	11-2-90
DRAWN BY:	E.L.H.

MOBIL OIL CORPORATION
1600 N.E. 123rd STREET
NORTH MIAMI,
DADE COUNTY, FLORIDA

Contaminated Sites in the City of North Miami as per Department of Regulatory & Economic Resources records (12-21-12)