

**PROGRAM SECTION  
INSTITUTIONAL CONTROL  
PRE-ATTORNEY-REVIEW CHECKLIST**

OGC #

15-0193

FILE NAME:

(aka Simeon International Inc) Sunshine #158

FAC ID/PROJ. #:

138841203

PROGRAM AREA:

PRP

Project Manager:

David Shapiro-Miami Dade  
Susan Fields-DEP/PRP

Phone:

(305) 372-6700  
(850) 245-8828

Location:

Miami-Dade ENV. Monitoring + Restoration



ICOR - OGC REVIEW REQUEST - DRC PACKAGE



ALDOCS UPLOAD OF ICOR



FDEP CONTRACT/PROJECT/SITE MANAGER'S TRANSMITTAL MEMO TO OGC

Includes



CONTRACT/PROJECT/SITE MANAGER'S CHECKLIST



R/C DRAFTER'S TRANSMITTAL OF DRAFT R/C



DRAFT RESTRICTIVE COVENANT



EXHIBIT A

incorporated in Recital A



EXHIBIT B

E.C.M.P.



EXHIBIT



EXHIBIT



DEEDS TO THE PROPERTY



TITLE SEARCH REPORT

dated 9-4-15



EXHIBIT OF LEGAL DESCRIPTION SEARCHED

pg 2 of T5R



DEEDS BACK TO ROOT OF TITLE



ENCUMBRANCES (EASEMENTS, LIENS, ETC)



COUNTY PROPERTY APPRAISER INFORMATION (VERIFICATION)

Verified 11-12-15



RELATED PARTIES OR DEP CASES



NOTICE SENT TO EASEMENT HOLDER OR BANK



MISCELLANEOUS



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 11/12/2015

Property Information	
Folio:	01-3131-013-0010
Property Address:	4701 NW 7 ST Miami, FL 33126-2201
Owner	SIMEON INTERNATIONAL INC % RAIMUNDO PADRON
Mailing Address	13347 SW 142 TERR MIAMI, FL 33186-8342
Primary Zone	6100 COMMERCIAL - NEIGHBORHOOD
Primary Land Use	2626 SERVICE STATION : SERVICE STATION - AUTOMOTIVE
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	3,606 Sq.Ft
Lot Size	26,136 Sq.Ft
Year Built	1969



Assessment Information			
Year	2015	2014	2013
Land Value	\$993,168	\$993,168	\$743,000
Building Value	\$125,309	\$50,000	\$50,000
XF Value	\$17,017	\$0	\$0
Market Value	\$1,135,494	\$1,043,168	\$793,000
Assessed Value	\$959,530	\$872,300	\$793,000

Benefits Information				
Benefit	Type	2015	2014	2013
Non-Homestead Cap	Assessment Reduction	\$175,964	\$170,868	
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
.60 AC M/L PHILLIPS TRACT PB 86-10 TRACT A LOT SIZE 26136 SQ FT OR 11913-1750 0983 6	

Taxable Value Information			
	2015	2014	2013
<b>County</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$959,530	\$872,300	\$793,000
<b>School Board</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,135,494	\$1,043,168	\$793,000
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$959,530	\$872,300	\$793,000
<b>Regional</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$959,530	\$872,300	\$793,000

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
08/01/1983	\$600,000	11913-1750	Other disqualified
10/01/1982	\$413,000	11598-1916	Sales which are qualified
07/01/1981	\$280,000	11159-1375	Sales which are qualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



# INSTITUTIONAL CONTROL TRANSMITTAL

- ☒ DECLARATION OF RESTRICTIVE COVENANT  
☐ MEMORANDUM OF AGREEMENT for RESTRICTIVE COVENANT  
☐ RESTRICTIONS RELYING ON LOCAL GOV'T ORDINANCE  
☐ OTHER: \_\_\_\_\_

The following information is required to open a case in OGC:

PARTY/CLIENT NAME: Simeon International Inc.  
(this is the name of the PROPERTY OWNER **executing** the document)

FACILITY/SITE ID: 138841203  
(FAC ID; COM\_/PROJ#)

FILE NAME: Sunshine #158  
(if referred to by a specific project or the prior owner reference, i.e.: Former Joe's Junk Shop)

SITE NAME: 4701 NW 7<sup>th</sup> Street, Miami  
(should be the physical address or location for these matters)

PROGRAM AREA: Petroleum Restoration Program

DISTRICT: \_\_\_\_\_

COUNTY: Miami-Dade

PROJECT/SITE MANAGER: Susan Fields  
(DEP staff)

PROJECT/SITE MANAGER: Wilbur Mayorga  
(DELEGATED Program staff, if any)

RELATED CASE(s) #: \_\_\_\_\_  
(if any – may be enforcement matter, or prior DRC)

Parcel ID # if known: 01-3131-013-0010

**THE DRC PACKAGE DOCUMENTS:** The IC Package should be scanned in to the division/district Oculus as a single document. The email to the Agency Clerk requesting OGC review of the IC Package should contain the Oculus link to the IC package to be reviewed.

## **DRC PACKAGE OCULUS INFO & LINK:**

[http://depedms.dep.state.fl.us:80/Oculus/servlet/shell?command=getEntity&\[guid=11.3112571.1\]&\[profile=Enforcement Legal\]](http://depedms.dep.state.fl.us:80/Oculus/servlet/shell?command=getEntity&[guid=11.3112571.1]&[profile=Enforcement Legal])

EMAIL completed form to: **LEA CRANDALL, AGENCY CLERK**  
[Agency\\_Clerk@dep.state.fl.us](mailto:Agency_Clerk@dep.state.fl.us)

## Memorandum

# Florida Department of Environmental Protection

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TO: Dan Blackwell/Mary Stewart  
Office of General Counsel Mail Station 35

FROM: Michael G. Pennington, P.E., Petroleum Cleanup Section 2  
Petroleum Restoration Program, Mail Station 4545

DATE: April 2, 2015

SUBJECT: Sunshine #158  
4701 NW 7<sup>th</sup> Street, Miami, Miami-Dade County  
FDEP Facility ID 138841203

I have completed the review of the proposal for No Further Action (NFA) with Conditions proposal dated November 1, 2013 prepared by Handex Consulting & Remediation, LLC, for the discharge discovered on January 13, 2000 at this facility.

**Contact Information (see December 29, 2014 Memo from Wilbur Mayorga with Miami-Dade County)**

**Rationale:**

The Division has determined that the requirements of Rule 62-780.680, F.A.C. have been met for this discharge, provided:

- The attached draft restrictive covenant is finalized and recorded to ensure the engineering control is maintained.
- An engineering control maintenance plan should be made an exhibit to the restrictive covenant.

It is the *Division's* opinion that the restrictions proposed in the Draft Declaration are adequate to ensure that the remaining contamination will not pose an unacceptable risk to human health. Therefore, based solely on technical review, the *Division* recommends approval of NFAC with the proposed restrictions. If questions or concerns should arise from the DEP's technical review of this matter, I request that you first contact me at 850 245-8851.

Attachments: Restrictive Covenant Checklist and supporting documents

cc: Susan Fields, PRP, PCS4



## ATTACHMENT 5: DECLARATION OF RESTRICTIVE COVENANT CHECKLIST

Does site meet statutory and rule requirements that allow an SRCO with conditions?  
Yes X No     

What restrictions are necessary to reduce or eliminate the risk of exposure? Consider all affected media (i.e., groundwater, soil, surface water, and/or sediments), and determine which type of restrictions are required for each affected medium.

The following technical checklist applies to RMO II sites, which most commonly have contaminated groundwater and/or soil. For RMO III sites, please explain in the cover memo for the RC package how the rule criteria are met and what restrictions are being proposed for the source property and any other affected properties. Decisions for RMO III contaminated sites are very site-specific and may be based on risk assessment analysis or include properties other than the source property; therefore, these sites do not lend themselves to a simple checklist for the technical aspects of site closure. Additionally, the checklist below is a shortened summary of the details provided in Subsection 62-780.680(2), F.A.C. Please refer to the rule for the specific criteria that must be met.

If **groundwater** is contaminated:

No Is an interim control proposed?;

OR

Yes (a) Is the plume stable or shrinking?

Yes (b) Is the plume contained within the property boundaries?

Yes (c) Is the plume less than ¼ acre in size? If not, then which of the following alternative scenarios applies (check one or more, as applicable):

☐ groundwater meets low yield or poor quality designation. Please refer to guidance available at

[http://www.dep.state.fl.us/waste/quick\\_topics/publications/wc/Guidance\\_for\\_Evaluation\\_of\\_Low\\_Yield\\_Poor\\_Quality\\_Criteria.pdf](http://www.dep.state.fl.us/waste/quick_topics/publications/wc/Guidance_for_Evaluation_of_Low_Yield_Poor_Quality_Criteria.pdf);

☐ an engineering control (EC) prevents plume migration. If an EC is used, e.g., a slurry wall, it should be in place and PE-certified, and it should be identified on an exhibit to the RC (usually Exhibit B) that is a Survey showing the size and location of the EC including State Plane Coordinates or geographical coordinates for four corners.

☐ plume affects or may potentially affect *only* a marine surface water body.

No (d) Does the Property currently include stormwater swales, stormwater detention or retention facilities or ditches? If so, the PRSR should include an exhibit to the RC (usually Exhibit B) that is a survey map identifying the size and location of the existing stormwater features. The RC should include language stating that these existing stormwater features should not

be altered, modified or expanded without prior FDEP Division of Waste Management approval in writing, followed by a recorded amendment to the RC.

If **soil** is contaminated:

- Yes (a) **Direct Exposure** criteria have been met. Check one or more of the following, as applicable:
- ☐ The Chapter 62-777, F.A.C., commercial/industrial SCTLs are met;
  - ☒ An engineering control (EC) prevents direct exposure to contaminated soils (which may exceed the commercial/industrial SCTLs with an EC) [See \*Note below];
  - ☐ The soil meets alternative SCTLs using site-specific soil properties;
  - ☐ Soil concentrations of the site-specific fractions of TRPHs do not exceed the Chapter 62-777, F.A.C., commercial/industrial SCTLs for the TRPH fractions;
  - ☐ The 95% UCL approach is utilized to calculate average soil contaminant concentrations. If the 95% UCL approach is used, please describe this in the cover memo and include the exposure unit and parcel size.
- Yes (b) **Leachability** criteria have been met. Check one or more of the following, as applicable:
- ☐ Soil contaminant concentrations do not exceed the alternative leachability-based SCTLs established pursuant to Ch. 62-777, F.A.C., Figure 8;
  - ☐ Direct leachability testing was used to meet rule criteria (e.g., SPLP or TCLP); please refer to guidance at [http://www.dep.state.fl.us/waste/quick\\_topics/publications/wc/GuidanceforDeterminingLeachabilitybySPLPAnalysisDraftVersion1-8.pdf](http://www.dep.state.fl.us/waste/quick_topics/publications/wc/GuidanceforDeterminingLeachabilitybySPLPAnalysisDraftVersion1-8.pdf);
  - ☒ An EC that prevents water infiltration has been implemented (e.g., an *impervious* cap such as a concrete slab, parking lot, building foundation, etc.) [See \*Note below];
  - ☐ The soil meets alternative SCTLs using site-specific soil properties;
  - ☐ Soil concentrations of the site-specific fractions of TRPHs do not exceed the alternative leachability-based SCTLs for the TRPH fractions;
  - ☐ PRSR has demonstrated, based on site-specific conditions and at least a year of groundwater monitoring data that contaminants will not leach at concentrations that exceed the rule criteria.

**\*Note:** If an EC is used to address either Direct Exposure or Leachability for soil contamination, it must be in place and PE-certified, and it should be identified on an exhibit to the RC (usually Exhibit B) that is a Survey showing the size and location of the EC and including State Plane Coordinates or geographical coordinates for four corners.

       If soil contamination presents a Direct Exposure threat, and the PRSR is not utilizing an EC, then the Land Use Restriction language listing the prohibited uses is included in the RC.

Yes If the PRSR has elected to use an EC to prevent exposure to contaminated soil, then the Land Use Restriction language has been deleted from the RC.

Restriction Location: Entire Property \_\_\_\_\_ Portion of Property \_\_\_\_\_

Why are these restrictions adequate? (Found in letter to owner preliminarily agreeing to use of conditional SRCO.)  
\_\_\_\_\_

SRCO will be issued after RC recorded (Final RC). X, or  
SRCO will *not* be issued after RC recorded (Interim RC). \_\_\_\_\_

~~If a restrictive covenant is appropriate, the following supporting documents should be~~ \_\_\_\_\_  
provided to the FDEP OGC:

Copy of the deed is included. Yes X No \_\_\_\_\_

Does the name of the owner/grantee on the deed match the name of the person who claims to be the property owner? Yes X No \_\_\_\_\_

Property ownership confirmed on county internet web site. Yes X No \_\_\_\_\_

Legal description of the entire property (Exhibit A to covenant) is included even if only a portion of the property will be encumbered/restricted. Yes X No \_\_\_\_\_

If only a portion of the parcel will be restricted, then:

A Specific Purpose Survey, Boundary Survey or Sketches to Accompany Descriptions (as defined under Chapter 5J-17, F.A.C.) prepared using the minimum technical standards (MTS)(collectively referred to as a "Survey") should be provided, and it should include four corners labeled with the State Plane Coordinates (SPC) system or geographical coordinates, clearly labeling the attachment as Exhibit "B," and labeling the encumbered area on the attachment as "restricted area" or another phrase that tracks the RC language] (Exhibit B to covenant).

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

Title Report is included [Title search commences with instrument constituting root of title under Marketable Record Title Act (MRTA) that is at least 30 years old and includes review of all subsequently recorded instruments, and prior recorded instruments that are not eliminated by MRTA.] Yes X No \_\_\_\_\_

Tax Lien information – either that lien has been removed or copy of lien—is included.  
Yes \_\_\_\_\_ No \_\_\_\_\_ N/A X

Easements are included (list of any easements & copies of recorded easements.)



Yes ☒ No ☐ N/A ☐

A Diagram of the location of the easements in relation to the restricted area is included.

Yes ☒ No ☐ N/A ☐

Leases – copies of all recorded leases, subleases and assigned leases are included.

Yes ☒ No ☐ N/A ☐

UCC Liens – copies of and releases from any liens are included.

Yes ☒ No ☐ N/A ☐

A completed and signed Subordination or Joinder and Consent is included only for any  
liens, leases, easements or other encumbrances that are in material conflict with  
the provisions of the RC. Yes ☐ No ☐ N/A ☒

A completed and signed Subordination of Mortgage is included only for each financial  
institution or lender of existing mortgages for which a material conflict exists with  
the provisions of the RC. Yes ☐ No ☐ N/A ☒

Is 95% UCL analysis used? Yes ☐ No ☒

If yes, what is the exposure unit and parcel size? \_\_\_\_\_

Has the PRSR provided actual notice of the proposed IC/EC to all mortgagors and  
holders of liens, leases or other encumbrances on the property?

Yes ☒ No ☐

Has the PRSR published constructive notice regarding use of IC/EC based upon  
preliminary approval of the Conditional No Further Action Proposal?

Yes ☐ No ☒

If yes, where \_\_\_\_\_ and when  
\_\_\_\_\_?

Has the 30-day comment period elapsed? Yes ☐ No ☐

Cover memo to Tallahassee is included. Yes ☒ No ☐

Site/Project Mgr. Name David B. Shapiro. P.G. Miami Dade DERM

Address 701 NW 1st Court, 4th Floor, Miami, FL. 33136-3912

Email ShapiD@miamidade.gov

Phone 305-372-6700

Prop. Owner Rep. Name Alfredo Sampayo Sesto, Simeon International Inc.

Address 13347 SW 142nd Terrace, Miami, FL 33186

Email anaestra@telmexmail.com  
Phone 305-634-6865

Prop. Owner Name Same as above  
Address \_\_\_\_\_  
Email \_\_\_\_\_  
Phone \_\_\_\_\_

Contractor Name HCR SE LLC  
Address 6555 Powerline Road, #309, Fort Laudrdale, FL. 33309  
Email IMartin@Handexmail.com  
Phone 954-681-4077 X 1357


**MAIL:**

- District-lead sites – mail directly to FDEP OGC Tallahassee.
- Contracted-local-government-lead sites – mail directly to the FDEP Local Program Coordinator who will contact the appropriate Tallahassee technical support for review prior to OGC review.

# Memorandum



TO: Susan Fields  
FDEP/Petroleum Restoration Program

FROM: Wilbur Mayorga, P.E., Chief   
Environmental Monitoring and Restoration  
Miami-Dade Department of Regulatory and Economic Resources

DATE: December 29, 2014

SUBJECT: SRCO with Conditions Package  
DEP Facility ID# 13/8841203 (RER Permit UT-0844/File-3196)  
4701 NW 7<sup>th</sup> Street, Miami, Miami-Dade County  
Discharge Date: January 13, 2000

The Miami-Dade County Department of Regulatory and Economic Resources (RER) has reviewed documentation related to a Site Rehabilitation Completion Order (SRCO) with Conditions recommendation for the above-referenced facility, which has a *petroleum* discharge dated January 13, 2000. The request for the SRCO with Conditions contains the information required in the FDEP *Institutional Controls Procedures Guidance Document* dated November 2013. Herein I have provided a rationale for the RER concurrence with the SRCO with Conditions recommendation.

#### Contact Information:

##### RER:

Wilbur Mayorga, P.E., Chief, Environmental Monitoring and Restoration, RER  
(305) 372-6700  
MayorW@miamidade.gov

##### Source Property Owner:

Simeon International, Inc.  
([anaestra@telmexmail.com](mailto:anaestra@telmexmail.com))  
(305) 634-6865

##### Property Owner's Representative:

Raimundo Padron  
Minorca Plaza  
13347 SW 142<sup>nd</sup> Terrace  
Miami, Florida 33186

##### Consultant:

Isabel Martin, P.E., Handex Consulting and Remediation - SE, LLC.  
(954) 681-4077, ext. 1357  
([IMartin@handexmail.com](mailto:IMartin@handexmail.com))



Susan Fields  
13/8841203  
December 29, 2014  
Page 2

Other Responsible Party involved in the clean up

Maximo Alvarez, President, Sunshine Gasoline Distributors, Inc.  
1650 NW 87<sup>th</sup> Avenue  
Doral, Florida 33172

Remaining contamination consists of VOAs and PAHs in the groundwater to the southeast of the dispenser islands and VOAs, PAHs and TRPH in the soils near the same location.

Rationale:

RER has determined that the requirements of Rule 62-780.680(2), F.A.C. have been met for the above referenced discharge.

- Free Floating petroleum (FFP) was detected in MW-8, a fuel dispenser compliance well, and in the soils immediately adjacent to MW-8. The soils contaminated with petroleum chemicals of concern at concentrations that exceeded Soil Cleanup Target Levels remained in inaccessible areas of the dispensers and product piping within the facility. The Restrictive Covenant shall apply to the full property. To reduce the risk of exposure to the remaining contaminated soils (above residential and commercial/industrial Soil Cleanup Target Levels) an engineering control is proposed in the Draft Declaration of Restrictive Covenant for the dispenser area. The property is currently being used as a retail gasoline distribution station. While it is proposed that excavation can occur on the parcel in the future, the Draft Declaration provides that the soils must be properly disposed in accordance with Chapter 62-780, F.A.C., and that the risk of exposure be minimized to workers.
- The groundwater contamination is limited to MW-8 in the eastern area of the fuel dispensers.

It is the opinion of RER that the restrictions proposed in the Draft Declaration are adequate to ensure that remaining contamination has the appropriate engineering controls to prevent direct exposure and leachability to groundwater.

Please note that the Exhibit B Engineering Control Plan (approved by RER on April 24, 2014) and the Draft Declaration and were re-submitted December 9, 2014. The Title Search was received October 8, 2014. Constructive Notice has not been published for this facility at this time.

If you have any questions, contact David B. Shapiro of RER at (305) 372-6700.

WM/dbb

Attachments: Draft Declaration of Restrictive Covenant and Engineering Control Plan  
Title Search, Warranty Deed, Lien and financial encumbrances  
Restrictive Covenant Checklist

pc: FDEP file – 13/8841203

This instrument prepared by:  
Handex Consulting and Remediation-Southeast, LLC  
6555 Powerline Road, Suite 309  
Fort Lauderdale, Florida 33309

### **DECLARATION OF RESTRICTIVE COVENANT**

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Simeon International Inc. as property owner (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

### **RECITALS**

A. GRANTOR is the fee simple owner of that certain real property situated in the county of Miami-Dade, State of Florida, more particularly described in in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Property").

### **Exhibit "A"**

#### **Legal Description of Restricted Property**

Tract "A" of: "PHILLIP'S TRACT" according to the Plat Thereof as Recorded in Plat Book 86, Page 10 of the Public Records of Miami-Dade County, Florida.

B. The FDEP Facility Identification Number for the Property is 13/8841203. The facility name at the time of this Declaration is Sunshine #158. This Declaration addresses the discharge of petroleum products that was reported to the FDEP on January 13, 2000.

C. The discharge of petroleum products on the Property is documented in the following reports that are incorporated by reference.

1. *Site Assessment Report* dated October 25, 2001 submitted by Petro-Hydro Inc.
2. *Site Assessment Report Addendums* dated May 17, 2002, March 6, 2003, February 27, 2004, August 26, 2004, and March 24, 2005 submitted by Petro Hydro Inc.
3. *747 Station Exxon – Proposed NFAC Soil Assessment & Quarterly Monitoring Program Modification* dated August 14, 2012 submitted by HCR.
4. *Groundwater Monitoring Report, Y1Q4/Groundwater Sampling Plan in Support of No Further Action with Conditions* dated November 1, 2013 submitted by HCR.

D. The reports noted in Recital C set forth the nature and extent of the contamination as described in Recital C that is located on the Property. These reports confirm that contaminated soil and groundwater as defined in Chapter 62-780 Florida Administrative Code (F.A.C.), exists on the Property. Also, these reports document that groundwater contamination does not exist beyond the Property boundary, and that groundwater contamination does not exceed ¼ acre, and groundwater contamination is not migrating. This declaration imposes restrictions on the area of soil and groundwater contamination.

E. It is the intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. The FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. The FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of petroleum products' chemicals of concern increase above the levels approved in the order, or if a subsequent discharge occurs at the property, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP facility number 13/8841203 can be found by contacting the appropriate FDEP district office or bureau.



G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that an Order be obtained and that the Property be held subject to certain restrictions all of which are more particularly hereinafter set forth.

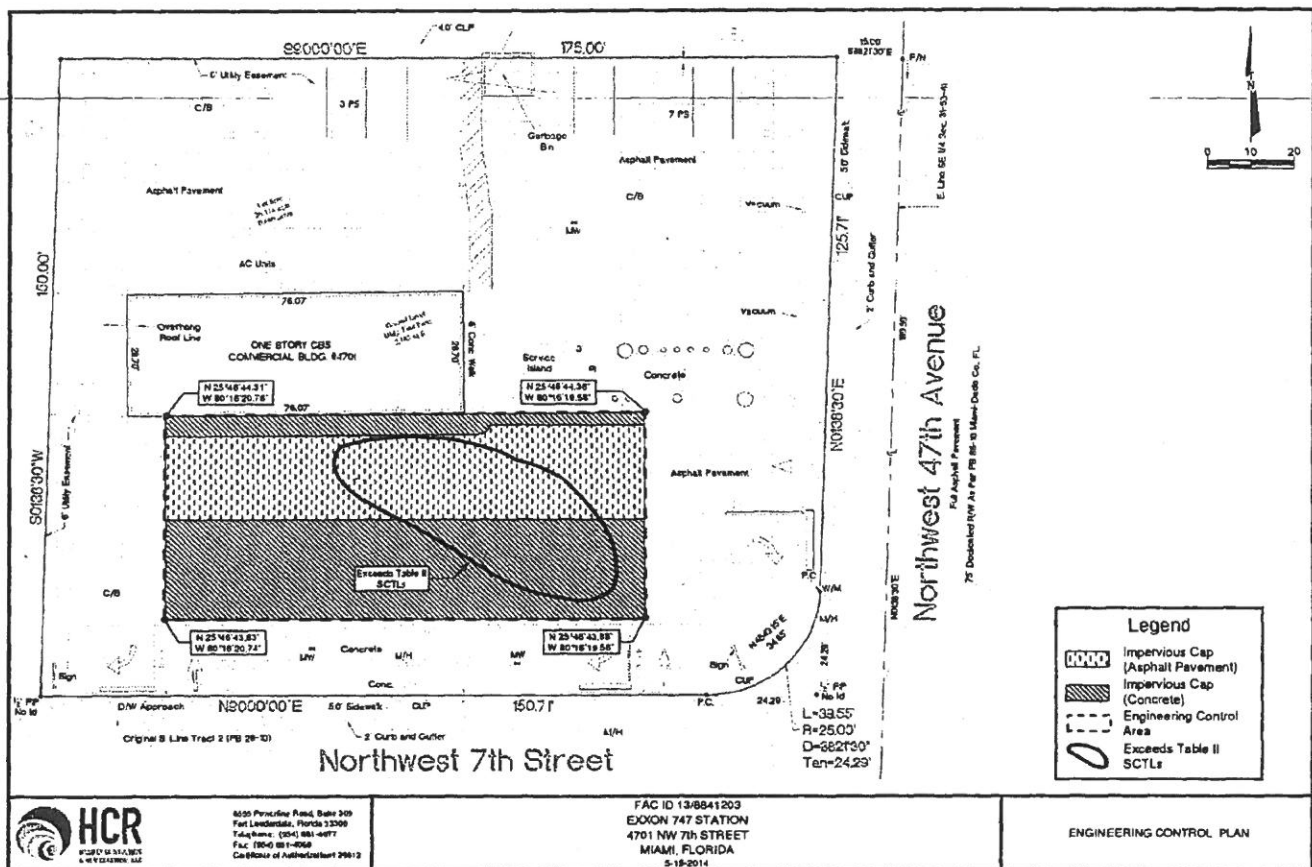
NOW, THEREFORE, to induce the FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes the following restrictions and requirements:
  - a. There shall be no use of the groundwater under the Property. There shall be no drilling for water conducted on the Property, nor shall any wells be installed on the Property, other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Property. For any dewatering activities, a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.
  - b. The area of soil contamination as located on the Property shall be permanently covered and maintained with an impermeable material that prevents human exposure and prevents water infiltration (hereinafter referred to as "the Engineering Control"). An Engineering Control Maintenance Plan (ECMP) relating to FDEP Facility No. 13/8841203 dated May, 2014, prepared by HCR, has been approved and is included as "Exhibit B". The ECMP specifies the frequency of inspections and monitoring for the Engineering Control and the criteria for determining when the Engineering Control has failed. The Engineering Control shall be maintained in accordance with the ECMP as it may be amended upon the prior written consent of the Department. The ECMP, as amended, relating to FDEP Facility No. 13/8841203, can be found by contacting the appropriate FDEP district office or Tallahassee program area.
  - c. Excavation and construction below the impermeable material Engineering control is not prohibited on the soil contamination area provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C., and any other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities, a plan pre-approved by FDEP's Division of Waste Management must be in place to address and ensure the appropriate

handling, treatment, and disposal of any extracted groundwater that may be contaminated. Nothing in this Declaration shall prevent, limit or restrict any excavation or construction at or below the surface outside the boundary of the "Soil Contamination Area."

## Exhibit "B"

### Engineering Control Plan



### ENGINEERING CONTROL MAINTENANCE PLAN

The area subject to engineering control will be inspected annually to ensure the integrity of the surface cover is being maintained. Additionally, if any site activities are conducted that may impact the surface cover, an inspection will be conducted at the conclusion of the site activities to ensure that the surface cover has not been compromised. A log of

the inspections and repairs shall be maintained and made available for review upon request. Should any inspection or observation document and degradation or breach of the ECP, it shall be repaired within 10 days of detection and said repairs shall be entered into the inspection and repair log. Should the property be sold or transferred, the engineering control plan will be maintained.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.
4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Property at reasonable times and with reasonable notice to the GRANTOR.
5. It is the intention of GRANTOR that this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to ~~and be binding upon and inure to the benefit of GRANTOR and FDEP~~, and to any and all parties hereafter having right, title or interest in the Property or any part thereof. The FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the FDEP to exercise its right in the event of the failure of the GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEPs rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and the FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If the GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, the GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Property portion hereof, to any heirs, successors, assigns or grantees, including without limitation, the conveyance of any security interest in said Property.
6. In order to ensure the perpetual nature of the Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the property, the GRANTOR agrees to notify in writing all proposed tenants of the Property of the existence and contents of the Declaration of Restrictive Covenant.
7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both GRANTOR and the FDEP and be recorded by GRANTOR and an amendment hereto.



8. If any provision of the Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.
  9. GRANTOR covenants and represents that on the date of execution of this Declaration that the GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration or a joiner and consent, or subordination of such interests, as applicable, is attached hereto.
-

IN WITNESS WHEREOF, SIMEON INTERNATIONAL INC. has executed this instrument, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR  
SIMEON INTERNATIONAL INC.

\_\_\_\_\_  
Alfredo Sampayo Sesto  
Simeon International Inc.  
13347 SW 142<sup>nd</sup> Terrace  
Miami, FL 33156

Signed, Sealed and delivered in the presence of:

\_\_\_\_\_  
Date \_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_.

Type of Identification Produced \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public  
Commission No. \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. \_\_\_\_\_.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Diane Pickett  
Program Administrator  
Petroleum Restoration Program  
Division of Waste Management  
2600 Blair Stone Road, Mail Station 4575,  
Tallahassee, Florida 32399-2400

Signed, sealed and delivered in the presence of:

Witness: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by \_\_\_\_\_ as representative for the Florida Department of Environmental Protection.

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_.  
Type of Identification Produced \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public

Commission No. \_\_\_\_\_

Commission Expires:

**EXHIBIT B**

**ENGINEERING CONTROL PLAN**



## ENGINEERING CONTROL PLAN

### SUNSHINE #158 (FORMER EXXON 747 STATION)

4701 NW 7<sup>th</sup> Street

Miami, Miami-Dade County, FL

FDEP Facility ID#13/8841203

Folio: 01-3131-013-0010

#### *Statement of Professional Certification*

I, Isabel Martin, P.E. #62562, certify that I currently hold an active license in the state of Florida and am competent through education and experience to provide the engineering service contained in this report. I further certify that, in my professional judgment, this report meets the requirements of Chapter 62-780 FAC, and was prepared by me or under my responsible charge. To the best of my knowledge, the engineering control is consistent with commonly accepted engineering practices, is appropriately designed for its intended purpose, and has been implemented.

Moreover, I certify that HCR holds an active certificate of authorization to provide the engineering service.

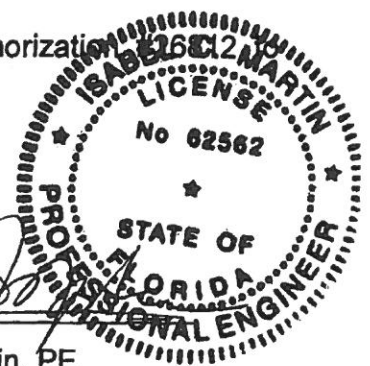
Reviewed by: 

Isabel Martin, PE

Senior Project Engineer

Florida License # 62562

Date Signed: 5/15/14





## **ENGINEERING CONTROL PLAN**

### **SUNSHINE #158 (FORMER EXXON 747 STATION)**

**4701 NW 7<sup>th</sup> Street**

**Miami, Miami-Dade County, FL**

**FDEP Facility ID#13/8841203**

**Folio: 01-3131-013-0010**

## **1.0 INTRODUCTION**

Handex Consulting and Remediation, LLC-SE (HCR) has prepared this Engineering Control Plan (ECP) for the Sunshine #158 (Former 747 Station) site (UT-844 / File 3196) located at 4701 NW 7<sup>th</sup> Street, Miami, Miami-Dade County, Florida with FDEP Facility ID No. 13/8841203.

## **2.0 SITE HISTORY**

The site is currently an active retail BP gas station. A search within the Florida Department of Environmental Protection (FDEP) Storage Tank/Contaminated Facility database indicated the site contains two 12,000-gallon double-walled fiberglass Underground Storage Tanks (USTs). One of the USTs is used to store regular unleaded gasoline and the other UST is compartmentalized to store both diesel fuel and super unleaded gasoline.

A Discharge Report Form (DRF) was filed for the site in 2000 due to Free Floating Product (FFP) discovered in an onsite well. Site assessment activities were conducted in the vicinity of the former waste oil tank and the area of the FFP. Site assessment reports (SARs) were submitted to the Department of permitting, environment and regulatory affairs (PERA, formerly known as DERM) and an approval letter was issued in May 2005. A source removal report was submitted in January 2006, and PERA agreed with the recommendation in the report to conduct quarterly groundwater monitoring and to remove the FFP.

In 2007, FFP was not present at the site and several monitoring wells in the vicinity of the well previously known to contain FFP were sampled to determine groundwater concentrations. PERA correspondence in January 2009 requested additional assessment activities to determine the extent of groundwater contamination. The requested activities were conducted and documented in a report submitted in January 2010. PERA correspondence dated March 3, 2010 approved the report and a Natural Attenuation Monitoring (NAM) status was issued for the site.

FFP was again detected in MW-8 in April 2010. FFP recovery activities were conducted in addition to quarterly monitoring activities. Tank and line tests were conducted in June 2010. The results indicated that the tanks tested tight and the lines passed inspection,

indicating the source of the FFP was unknown. In PERA correspondence dated March 8, 2011, the NAM status was rescinded and a SAR was requested.

HCR was subcontracted by Floval in 2011 to conduct LPH recovery and groundwater sampling activities to satisfy PERA's request of an approvable Site Assessment Report (SAR). However, since an approvable SAR was already prepared for the subject site, HCR recommended a Limited Site Assessment Report (LSAR) be prepared for the site. Assessment activities were conducted by HCR prior to tank upgrade activities from May through November 2011, and were documented in an LSAR that was submitted on December 6, 2011. The LSAR was approved on January 25, 2012, and PERA agreed with the recommendation of groundwater monitoring in support of a No Further Action with Conditions.

A Groundwater Monitoring Plan modification was requested in August 2012 because several of the approved wells (MW-5, MW-6, and MW-8) were destroyed during a recent upgrade of the petroleum storage system. Monitoring wells MW-9, MW-D, MW-E, MW-F and replacement well MW-8R were proposed for monitoring and agreed to by RER. The contaminants of concern and the frequency remain unchanged. Amended Groundwater Monitoring Plan Approval in Support of a No Further Action with Conditions was issued on August 14, 2012.

Groundwater samples have been collected quarterly for a one year period as specified within the Monitoring Program Modification Proposal in support of NFAC criteria as set forth in the approval order issued by RER on August 14, 2012. Four quarterly sampling events have been completed by HCR, on November 6, 2012, February 12, 2013, June 27, 2013, and September 30, 2013. The analytical results of the groundwater samples collected during this year indicated that the groundwater plume is stable and/or shrinking therefore HCR requested a Site Rehabilitation Completion Order With No Further Action With Controls (NAFC) be prepared for the site.

The groundwater sampling plan in support of NAFC was considered complete and approved in regulatory correspondence dated November 18, 2013. RER requested the submittal of a declaration of restrictive covenant (DRC) and an engineering control plan (ECP). A copy of the November 2013 approval letter is included in **Appendix A**. The draft DRC was submitted on May 13, 2014 and this report details the requested ECP.

## **2.1 SOIL ASSESSMENT SUMMARY**

On September 30, 2013, HCR advanced soil borings SB-A, SB-B, SB-C, SB-D and SB-E at the site. The soil borings were advanced in one-foot increments to a depth of approximately two feet below land surface (BLS) using a decontaminated stainless steel hand auger. Soil samples SB-A, SB-B, SB-C, SB-D and SB-E, representing the bottom depths of each soil boring were collected for laboratory analyses of PAHs by EPA Method 8270, soil samples collected from soil boring SB-C were also analyzed for BTEX/MTBE by EPA Method 8260 and for total recoverable petroleum hydrocarbons (TRPH) by FL-PRO.

Laboratory analytical results indicated soil samples collected from soil boring SB-C contained concentrations of benzene that exceeded Table II Soil Cleanup Target Levels (SCTLs) for leachability based on groundwater criteria. Laboratory analytical results for all other soil samples collected indicated concentrations that were below the Table II SCTLs or below laboratory method detection limits (MDL).

Previously petroleum impacted soils were documented in the proximity of the fuel dispensers located south of the building. Soil concentrations exceeding Table II SCTLs for leachability and exceeding direct exposure for residential and commercial target levels were found in soil assessment completed in November 2011.

**Appendix B** includes historical **Table 4** summarizing OVA readings, **Tables 5 and 6** summarizing soil laboratory analytical data and **Figure 4** illustrating the soil concentrations and petroleum impacted area at the site.

### **3.0 ENGINEERING CONTROL PLAN**

Based on information collected for the site over the years and summarized in this report, petroleum impacted soils exist in the top two feet surficial soil layers above cleanup target levels; therefore, in order to obtain NFAC an ECP is needed.

#### **3.1 EXPOSURE PATHWAYS AND ENGINEERING CONTROLS**

Engineering controls are intended to eliminate or control contaminant exposure and migration such that human health, public safety and the environment are protected. The following presents an evaluation for the different exposure pathways and the engineering control measures recommended.

##### **Air Exposure Pathway Evaluation and Control Measures**

Exposure routes include inhalation and explosive hazards. No ambient vapors have been detected at the site. Based on documented petroleum impacted soils at the site, HCR recommends implementing a dust monitoring program in the event of any future excavation work is planned in the defined impacted area. Air monitoring is recommended to ensure dust control devices and/or measures are effective in reducing exposure due to airborne from petroleum impacted dust.

##### **Surface Water Exposure Pathway Evaluation and Control Measures**

Exposure routes include ingestion and dermal contact. No surface water bodies have been identified at the site. HCR recommends that no additional surface water bodies such as natural ponds, drainage ditches, storm water retention, etc. be installed or allowed to naturally form onsite.

##### **Groundwater Exposure Pathway Evaluation and Control Measures**

Exposure routes include ingestion and dermal contact. No potable water supply or irrigation wells are installed onsite. Based on the documented petroleum impacted groundwater at the site, no potable water supply or irrigation wells should be installed at the site with the exception of permitted monitoring wells due to the potential of ingestion

or dermal contact. Also due to the risk of migrating petroleum impacts from the impacted groundwater onto non-impacted soils and/or non-impacted groundwater. HCR recommends abandoning all existing onsite monitoring wells that are not needed for monitoring and/or compliance purposes.

#### **Surficial Soil Exposure Pathway Evaluation and Control Measures**

Exposure routes include ingestion, dermal contact, inhalation, and leaching to groundwater. Petroleum impacted soils were identified in the top two feet of soil at the site; however, the impacted areas are covered with sealed concrete and asphalt surfaces. HCR recommends maintaining the sealed surfaces and implementing the engineering control management plan proposed in this report to prevent the exposure.

#### **Subsurficial Soil Exposure Pathway Evaluation and Control Measures**

Exposure routes include ingestion, dermal contact, inhalation and leaching to groundwater. There is no petroleum impacts documented in the surficial soils; however, HCR recommends maintaining the sealed surfaces, no installation of any structure or surface body in the area of the impacted soils, no excavation work of any kind to prevent soil any vertical transfer from the impacted soils to the non-impacted soils and to prevent any infiltration during rain events.

The proposed engineering control boundaries, encompassing the areas of documented soil contamination, are shown on a figure included in **Appendix C**.

### **3.2 ENGINEERING CONTROL MANAGEMENT PLAN**

The area subject to engineering control will be inspected annually to ensure the integrity of the surface cover is being maintained. Additionally, if any site activities are conducted that may impact the surface cover; an inspection will be conducted at the conclusion of the site activities to ensure that the surface cover has not been compromised.

A log of the inspections and repairs shall be maintained and made available for review by RER upon request. Should any inspection or observation document any degradation or breach of the ECP, it shall be repaired within 10 days of detection and said repairs shall be entered into the inspection and repair log. Should the property be sold or transferred, the engineering control management plan will be maintained.

**APPENDIX B**

**HISTORICAL SOIL TABLES AND FIGURES**



**TABLE 4  
SUMMARY OF TOXIC VAPOR ANALYZER SCREENING**

**747 Station  
4701 NW 7th Street  
Miami, Florida  
FDEP No. 13/8841203**

SAMPLE ID	DATE	DEPTH (feet)	UNFILTERED (ppm)	FILTERED (ppm)	NET (ppm)
SB-1	11/2/2011	0-2	144	130	14
SB-2	11/02/11	0-2	363	153	210
SB-3	11/2/2011	0-2	3390	1655	1735
SB-4	11/02/11	0-2	>10,000	>10,000	>10,000
SB-5	11/2/2011	0-2	126	99	27
SB-6	11/02/11	0-2	181	128	53
SB-7	2/27/2013	0-1	1.13	-	1.13
		1-2	0.71	-	0.71
SB-8	2/27/2013	0-1	0.38	-	0.38
		1-2	2.37	-	2.37
SB-9	2/27/2013	0-1	1.15	-	1.15
		1-2	0.07	-	0.07
SB-10	2/27/2013	0-1	0.1	-	0.1
		1-2	1.11	-	1.11
SB-A	9/30/2013	0-1	0.25	-	0.25
		1-2	0.33	-	0.33
SB-B	9/30/2013	0-1	0.5	-	0.5
		1-2	1.2	-	1.2
SB-C	9/30/2013	0-1	0.5	-	0.5
		1-2	100	70	30
SB-D	9/30/2013	0-1	0.59	-	0.59
		1-2	1.23	-	1.23

PPM = Parts Per Million. NM = Not Measured. Net = Unfiltered - Filtered.



**TABLE 5  
SUMMARY OF SOIL ANALYSES:  
BTEX, MTBE, Arsenic and TRPH**

**747 Station  
4701 NW 7th Street  
Miami, Florida  
FDEP No. 13/8841203**

Sample Location	Date	Benzene	Toluene	Ethyl-Benzene	Total Xylenes	MTBE	Arsenic	TRPH
<b>Residential Target Level</b>		1.2	7500	1500	5900	4400	2.1	460
<b>Commercial Target Level</b>		1.7	60000	8400	40000	24000	12	2700
<b>Leachability Target Level</b>		0.007	0.5	0.6	0.2	0.2	29	340
SB-1	11/02/11	0.00034 U	0.00079 U	0.011	0.00093 U	0.00058 U	NS	98
SB-2	11/02/11	0.00063 I	0.00075 U	0.0073	0.00089 U	0.00055 U	NS	190
SB-3	11/02/11	0.00041 U	0.00096 U	0.00049 U	0.0011 U	0.00070 U	NS	200
SB-4	11/02/11	8.7	1.6 I	350	1400	0.56 I	NS	5800
SB-5	11/02/11	NS	NS	NS	NS	NS	3.2	NS
SB-6	11/02/11	NS	NS	NS	NS	NS	2.3	NS
SB-8	02/27/13	0.0010 U	0.0011 U	0.0010 U	0.0031 U	0.0010 U	NS	4.1 IV
SB-C	09/30/13	0.0080	0.0016 U	0.010	0.0099 I	0.0014 U	NS	160

NOTE: Results reported in milligrams per liter (mg/L). "NS" = not sampled. "MTBE" = methyl tertiary butyl ether.  
BDL denotes below laboratory detection limits. "Residential Target Level" refers to Table II, Soil Cleanup Target Levels (Direct Exposure Residential), "Commercial Target Level" refers to Table II, Soil Cleanup Target Levels (Direct Exposure Commercial/Industrial), "Leachability Target Level" refers to Table II, Soil Cleanup Target Levels (Leachability Based on Groundwater Criteria) of FDEP Chapter 62-777 F.A.C., effective April 17, 2005.  
The qualifier "I" indicates the laboratory reported value was inbetween the MDI and POL.

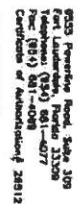


TABLE 6  
SUMMARY OF SOIL ANALYSES:  
PAHs by EPA Method 8310

747 Station  
4701 NW 7th Street  
Miami, Florida  
FDEP No. 13B641203

Sample Location	Date	Acenaph- thene	Acenaph- thylene	Anthra- cene	Benzo(a) Anthracene	Benzo(a)- Pyrene	Benzo(b)- Fluoranthene	Benzo(g,h,j)- Perylene	Benzo(k)- Fluoranthene	Chrysene	Dibenz(a,h)- Anthracene	Fluor- anthene	Fluor- ene	Indeno(1,2,3-c,d) Pyrene	1-Methyl Naphthalene	2-Methyl Naphthalene	Naphth- alene	Phen- anthrene	Pyrene
Direct Exposure Residential		2400	1800	21000	0.1*	0.1*	0.1*	2500	0.1*	0.1*	0.1*	3200	2600	0.1*	200	210	55	2200	2400
Direct Exposure Commercial/Industrial		20000	20000	300000	0.7**	0.7**	0.7**	52000	0.7**	0.7**	0.7**	59000	33000	0.7**	1800	2100	300	36000	45000
Leachability Based on Groundwater Criteria		2.1	27	2500	0.8	8	2.4	32000	24	77	0.7	1200	160	6.6	3.1	8.5	1.2	250	680
SB-1	11/02/11	0.00067 U	0.00061 U	0.00076 U	0.0014 I	0.0024 I	0.0036 I	0.0032 I	0.0012 I	0.0019 I	0.0019 I	0.00071 I	0.00090 U	0.0030 I	0.0026 I U	0.00060 U	0.00060 U	0.00051 U	0.00060 U
SB-2	11/02/11	0.0079 I	0.012	0.026	0.21	0.19	0.29	0.079	0.096	0.22	0.023	0.39	0.017	0.093	0.11	0.18	0.21	0.10	0.36
SB-3	11/02/11	0.0020 I	0.00071 U	0.0034 I	0.0085 I	0.0084 I	0.016	0.0056 I	0.0055 I	0.011	0.0029 I	0.028	0.0070 U	0.0065 I	0.011	0.0018 I	0.0094	0.0093	0.033
SB-4	11/02/11	0.31 I	0.063 U	0.41 I	0.074 U	0.081	0.11 U	0.13 U	0.077 U	0.10 I	0.078 U	0.30 I	1.2	0.13 U	36	71	70	1.1	0.30 I
SB-6	02/27/13	0.00060 U	0.00055 U	0.0040 I	0.049	0.065	0.094	0.047	0.034	0.06	0.011	0.066	0.00054 U	0.047	0.00055 U	0.00054 U	0.00054 U	0.016	0.068
SB-A	09/30/13	0.0027 I	0.0045 I	0.029	0.074	0.076	0.11	0.041	0.041	0.074	0.012	0.16	0.0060 I	0.047	0.0018 I	0.0026 I	0.0028 I	0.048	0.12
SB-B	09/30/13	0.015	0.0026 U	0.020	0.032	0.035	0.065	0.017	0.021	0.034	0.0065 I	0.076	0.026	0.017	0.0027 I	0.0029 I	0.0046 I	0.11	0.063
SB-C	09/30/13	0.0044 I	0.0074 U	0.0024 U	0.0039 I	0.0071 I	0.013	0.0059 I	0.0050 I	0.0047 I	0.0064 U	0.0068 V	0.0016 I	0.0043 I	0.020	0.023	0.017	0.011	0.0078 V
SB-D	09/30/13	0.0022 U	0.0022 U	0.0022 U	0.0022 U	0.0022 U	0.0022 U	0.0022 U	0.0022 U	0.0022 U	0.0022 U	0.0014 U	0.0014 U	0.0022 U	0.0014 U	0.0014 U	0.0014 U	0.0022 U	0.0014 U
SB-E	09/30/13	0.0023 U	0.0023 U	0.0023 U	0.0049 I	0.0065 I	0.010	0.0024 I	0.0040 I	0.0053 I	0.0023 U	0.0092 V	0.0015 U	0.0030 I	0.0015 U	0.0015 U	0.0015 U	0.0027 I	0.0061 V

NOTES:  
All results reported in milligrams per kilogram (mg/kg).  
"PAHs" denotes Polynuclear Aromatic Hydrocarbons. "TPH" denotes Total Recoverable Petroleum Hydrocarbons.  
"Direct Exposure Residential" refers to Chapter 62-777 F.A.C. Table II Soil Cleanup Target Levels (SCTLs), Direct Exposure Residential Target Levels.  
"Direct Exposure Commercial/Industrial" refers to Chapter 62-777 F.A.C. Table II Soil Cleanup Target Levels, Direct Exposure Commercial Target Levels.  
"Leachability Based on Groundwater Criteria" refers to Chapter 62-777 F.A.C. Table II Soil Cleanup Target Levels, Leachability Based on Groundwater Criteria Target Levels.  
"-" indicates that each concentration must be converted to benzo(a) pyrene (BaP) equivalent using the "BaP Conversion Table".  
\* All SCTLs are from Chapter 62-777, F.A.C. effective April 17, 2005.  
"I" - Result is between the Practical Quantitative Limit (PQL) and the Method Detection Limit (MDL).  
"U" - The compound was analyzed for but not detected.  
"V" - Estimated value (The LCS recovered low for 1-Methylnaphthalene & 2-Methylnaphthalene).  
BOLD numbers indicate Table II SCTL exceedance.



NOTE: THIS SITE PLAN IS BASED UPON A DRAWING BY FLOYD OIL CORPORATION, DATED OCTOBER 2010. ALL DIMENSIONS AND LOCATIONS ARE APPROXIMATE

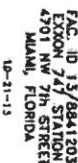
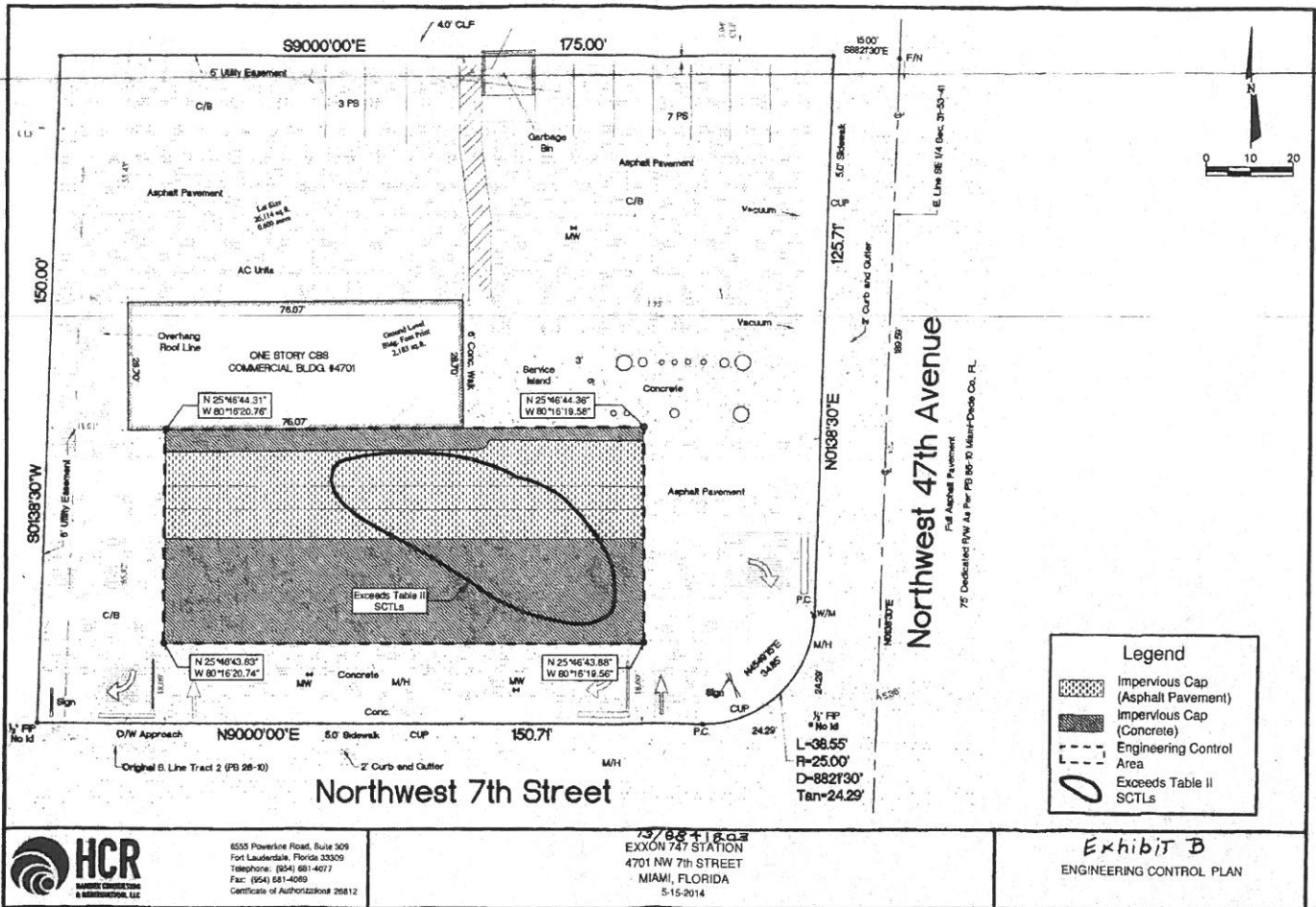


FIGURE 4  
DISTRIBUTION OF BTEX+MTBE, PAHs  
TRPH AND ARSENIC IN SOIL





**ATTACHMENT C**  
**Title Search**

# TITLE SEARCH REPORT

**Fund File Number:** 226140

*The information contained in this title search is being furnished by Attorneys' Title Fund Services, LLC. If this report is to be used by a title insurance agent for evaluation and determination of insurability by the agent prior to the issuance of title insurance, then the agent shall have liability for such work.*

**Provided For:** Howard B. Nadel

**Agent's File Reference:** 293 (LAR)

**After an examination of this search the Agent must:**

- A. Evaluate all instruments, plats and documents contained in the report.**
- B. Include in the Commitment under Schedule B, any additional requirements and/or exceptions you find necessary from your analysis of the surveys, prior title evidence or other relevant information from the transaction.**
- C. Verify the status of corporations and limited partnerships and other business entities with the appropriate governmental agency or other authority.**
- D. Determine whether the property has legal access.**
- E. Determine if any unpaid municipal taxes or assessments exist, which are not recorded in the Official Records Books of the county.**
- F. Determine whether any portion of the property is submerged or artificially filled, if the property borders a body of water, and if riparian or littoral rights exist.**
- G. The information provided herein does not include a search of federal liens and judgment liens filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:
  - (a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and**
  - (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)****

**Prepared Date:** September 4, 2015

**Attorneys' Title Fund Services, LLC**

**Prepared by:** Mario Gonzalez Pena, Commercial Examiner

**Phone Number:** (800) 432-0094 x6180

## TITLE SEARCH REPORT

**Fund File Number:** 226140

**Effective Date of approved base title information:** July 17, 1981

**Effective Date of Search:** August 25, 2015 at 11:00 PM

**Apparent Title Vested in:**

Simeon International Inc.

**Description of real property to be insured/foreclosed situated in Miami-Dade County, Florida.**

Tract "A" PHILLIP'S TRACT, according to the Plat thereof, as recorded in Plat Book 86, at Page 10, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 31, Township 53 South, Range 41 East of Dade County, Florida, thence run West along the South line of said Section 31, being the centerline of NW 7th Street, for a distance of 190.00 feet, thence run N 1° 38'30" E, parallel to the East line of said Section 31, for a distance of 40.02 feet to a point on the North Right-of-Way line of N.W. 7th Street, being the Point of Beginning.

From said Point of Beginning, thence run East, along the North Right-of-Way line of N.W. 7th Street and along a line 40 feet North of and parallel to the South line of said Section 31, for a distance of 150.71 feet to a point of curvature of a circular curve to the left, thence run Northeasterly along the arc of said curve to the left, having for its elements a central angle of 88° 21'30", a radius of 25 feet, for an arc distance of 38.55 feet to the point of tangency of said curve, thence run N 1° 38'30" E, along the proposed West Right-of-Way line of N.W. 47th Avenue, being a line 15 feet West of and parallel to the East line of said Section 31, for a distance of 125.71 feet, thence run West, parallel to the South line of said Section 31, for a distance of 175.00 feet, thence run S 1° 38'30" W, parallel to the East line of said Section 31, for a distance of 150.00 feet to the Point of Beginning.

**Muniments of Title, including bankruptcy, foreclosure, quiet title, probate, guardianship and incompetency proceedings, if any, recorded in the Official Records Books of the county:**

1. Special Warranty Deed from Reproco, Inc. to Aldo Sanchez and Ileana A. Sanchez, recorded July 17, 1981, in O.R. Book 11159, Page 1375, Public Records of Miami-Dade County, Florida.
2. Warranty Deed from Aldo Sanchez and Ileana A. Sanchez to 47 Service Station, Inc., recorded October 28, 1982, in O.R. Book 11598, Page 1916, Public Records of Miami-Dade County, Florida.
3. Warranty Deed from 47 Service Station, Inc. to Alfredo Sampayo, recorded August 30, 1983, in O.R. Book 11891, Page 2336, Public Records of Miami-Dade County, Florida.
4. Quit Claim Deed from Alfredo Sampayo to Simeon International Inc., recorded September 21, 1983, in O.R. Book 11913, Page 1750, Public Records of Miami-Dade County, Florida.  
Note: Deed is lacking the joiner of spouse of grantor and/or non homestead clause

**Mortgages, Assignments and Modifications:**

## TITLE SEARCH REPORT

**Fund File Number:** 226140

1. Florida Real Estate Mortgage and Assignment of Leases and Rents and Security Agreement to First Bank of Miami, mortgagee(s), recorded under O.R. Book 27953, Page 2352, Public Records of Miami-Dade County, Florida.
2. UCC Financing Statement recorded in O.R. Book 27953, Page 2370, Public Records of Miami-Dade County, Florida.

### ***Other Property Liens:***

1. Taxes and assessments for the year 2014.

### ***Restrictions/Easements:***

1. All matters contained on the Plat of PHILLIP'S TRACT, as recorded in Plat Book 86, Page 10, Public Records of Miami-Dade County, Florida.
2. Rights of the lessees under unrecorded leases.

### ***Other Encumbrances:***

1. Judgments and/or liens against Simeon International Inc., or a similar name, certified copies of which are recorded in the following Books and Pages: . O.R. Book 26691, Page 1517, O.R. Book 26691, Page 13, O.R. Book 25844, Page 4349, O.R. Book 25638, Page 4545, O.R. Book 25458, Page 2573, O.R. Book 25143, Page 1778, O.R. Book 24842, Page 199 Public Records of Miami-Dade County, Florida.

## REAL PROPERTY TAX INFORMATION ATTACHED

### ***Proposed Insured:***

None

***A 20-year name search was not performed on the proposed insured. It is the agent's responsibility to obtain a name search if a loan policy to be issued based on this product is other than a 100% purchase money mortgage.***

## STANDARD EXCEPTIONS

***Unless satisfactory evidence is presented to the agent eliminating the need for standard exceptions, the following should be made a part of any commitment or policy.***

## TITLE SEARCH REPORT

*Fund File Number: 226140*

1. *Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.*
2. *Rights or claims of parties in possession not shown by the public records.*
3. *Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.*
4. *Easements or claims of easements not shown by the public records.*
5. *Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*
6. *Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
7. *Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:*
  - (a) *Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and*
  - (b) *Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)*
8. *Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.*

*The report does not cover bankruptcies or other matters filed in the Federal District Courts of Florida.*

*In foreclosure proceedings, title should be examined between the effective date of this report and the recording of the lis pendens to assure that all necessary and proper parties are joined. Consideration should be given to joining as defendants any persons in possession, other than the record owner, and any parties, other than those named herein, known to the plaintiff or the plaintiff's attorney and having or claiming an interest in the property.*



## TITLE SEARCH REPORT

*Fund File Number: 226140*

*Prior to issuance of any policy of title insurance underwritten by Old Republic National Title Insurance Company, the agent must obtain and evaluate a title search for the period between the effective date of this Title Search Report and the recording date(s) of the instrument(s) on which the policy is based.*

*If this product is not used for the purpose of issuing a policy, then the maximum liability for incorrect information is \$1,000.*

*Note: The Agent is responsible for obtaining underwriting approval on any commitment prepared from this product in the amount of \$1,000,000.00 or more.*

## SPECIAL WARRANTY DEED

11159 1375

KNOW ALL MEN BY THESE PRESENTS:

THAT REPROCO, INC. a Delaware corporation,

Grantor, in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other valuable considerations, in hand paid, the receipt of which is hereby

acknowledged, does hereby grant, bargain, sell and convey unto ALDO SANCHEZ and  
ILEANA A. SANCHEZ, his wife, of 4701 N. W. 7th Street  
Miami, Florida 33126

Grantee, the following real property and premises, situate in the County of \_\_\_\_\_

Dade , State of Florida , to wit:

Tract "A", Phillips' Tract, according to the Plat thereof as recorded in Plat Book 86, page 10, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 31, Township 53 South, Range 41 East of Dade County, Florida, thence run West, along the South line of said Section 31, being the centerline of N. W. 7th Street, for a distance of 190.00 feet; thence run N 1° 33' 30" E, parallel to the East line of said Section 31, for a distance of 40.02 feet to a point on the North Right-of-Way line of N. W. 7th Street, being the Point of Beginning.

From said Point of Beginning, thence run East, along the North Right-of-Way line of N. W. 7th Street and along a line 40 feet North of and parallel to the South line of said Section 31, for a distance of 150.71 feet to a point of curvature of a circular curve to the left; thence run Northeasterly along the arc of said curve to the left, having for its elements a central angle of 88° 21' 30", a radius of 25 feet, for an arc distance of 38.55 feet to the point of tangency of said curve; thence run N 1° 38' 30" E, along the proposed West Right-of-Way line of N. W. 47th Avenue, being a line 15 feet West of and parallel to the East line of said Section 31, for a distance of 125.71 feet; thence run West, parallel to the South line of said Section 31, for a distance of 175.00 feet; thence run S 1° 38' 30" W, parallel to the East line of said Section 31, for a distance of 150.00 feet to the Point of Beginning

together with all improvements thereon and the appurtenances thereunto belonging, and warrants the title only against the claim of every person whomsoever claiming by, through or under Grantor. This deed is subject to all taxes and questions of survey, zoning ordinances, restrictions and easements of record or in place.

GRANTOR DOES NOT WARRANT EITHER EXPRESSLY OR IMPLIEDLY, THE CONDITION OR FITNESS OF THE PROPERTY CONVEYED HEREUNDER. ANY SUCH WARRANTY BEING HEREBY EXPRESSLY NEGATED. GRANTEE BY ACCEPTANCE HEREOF ACKNOWLEDGES THAT HE HAS MADE A COMPLETE INSPECTION OF THE ABOVE DESCRIBED REAL PROPERTY AND ANY IMPROVEMENTS AND/OR EQUIPMENT LOCATED THEREON AND IS IN ALL RESPECTS SATISFIED THEREWITH AND ACCEPTS THE SAME "AS IS".

TO HAVE AND TO HOLD said described premises unto the said Grantee, their successors, heirs and assigns forever.

SIGNED AND DELIVERED this 11 day of July, 1981.

WITNESSES:

REPROCO, INC.

By

Vice President:

ATTEST:

Assistant Secretary

This instrument prepared by:  
 Ralph W. Shelburne  
 Phillips Petroleum Company  
 P. O. Box 4833  
 Atlanta, GA 30302



STATE OF FLORIDA  
 DOCUMENTARY STAMP TAX  
 DEPT. OF REVENUE  
 JUL 17 1981  
 \$261.00

STATE OF FLORIDA  
 DOCUMENTARY STAMP TAX  
 DEPT. OF REVENUE  
 JUL 17 1981  
 \$999.00

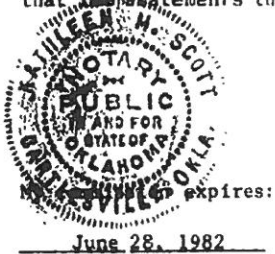
Dade  
 County

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF WASHINGTON )

Before me, Kathleen M. Scott, a Notary Public in and for the state and county aforesaid and residing therein, and duly commissioned, sworn and authorized in said State and in said County to take acknowledgments,

on this 5th day of June, 1981, personally appeared

Betty H. Dalrymple and Bertha Lanckriet, whose names as Vice President and Assistant Secretary, respectively, of REPROCO, INC., a corporation, are signed to the foregoing instrument and personally known to me and known to me to be such officers and who being by me duly sworn did say that they are such officers on behalf of such corporation and that said instrument is executed on behalf of such corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of such corporation by authority of its Board of Directors and by the authority of the bylaws of said corporation and the authorization of said corporation, and said persons, being informed of the contents of said instrument, duly acknowledged the execution of said instrument as such officers as their free and voluntary acts and deeds and the free and voluntary act and deed of such corporation for the uses, purposes and consideration therein stated and declared that the statements therein contained are true, and I do so certify.



Kathleen M. Scott  
Notary Public  
Bartlesville, Oklahoma

RECORDED IN OFFICIAL RECORDS BOOK  
OF BARTLESVILLE, OKLAHOMA  
RECORD VERIFIED  
RICHARD P. BRINKER,  
CLERK CIRCUIT COURT

1982 OCT 28 PM 2:53

870246003

WARRANTY DEED  
INDIVID. TO INDIVID

11598 1916

RAMCO FORM 01

This Warranty Deed Made the 2<sup>ND</sup> day of OCTOBER A D 1982 by

ALDO SANCHEZ and ILEANA A. SANCHEZ, his wife,

hereinafter called the grantor, to

47 SERVICE STATION, INC., a Florida corporation,

whose postoffice address is 4701 N.W. 7th Street, Miami, Florida 33126  
hereinafter called the grantee.

Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations.

**Witnesseth:** That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, re-mises, releases, conveys and confirms unto the grantee, all that certain land situate in Dade County, Florida, viz:

SEE ATTACHED FOR LEGAL DESCRIPTION

1. Mortgage dated July 14, 1981, in favor of METROPOLITAN FUEL OIL COMPANY in the original principal amount of \$239,400.00 having an unpaid balance of \$197,369.66, which mortgage Grantees herein assume and agree to pay.

2. Conditions, restrictions, limitations and easements of record.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

**To Have and to Hold,** the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1981.

**In Witness Whereof,** the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

STATE OF FLORIDA  
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

ALDO SANCHEZ and ILEANA A. SANCHEZ

to me known to be the persons described in and who executed the foregoing instrument and have acknowledged before me that they executed the same.

WITNESS my hand and official seal this

OCTOBER

This instrument prepared by:  
HERBERT JAY COHEN, P.A.  
Address 9400 S. DADELAND BLVD. SUITE 300  
MIAMI, FLORIDA 33156

SPACE BELOW FOR RECORDERS USE

11598-50  
11598-50  
11598-50

10/28/82

9/10

11598 1917

LEGAL DESCRIPTION

Tract "A," PHILLIP'S TRACT, according to the Plat thereof, as recorded in Plat Book 86, at Page 10, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 31, Township 53 South, Range 41 East of Dade County, Florida, thence run West, along the South line of said Section 31, being the centerline of N.W. 7th Street, for a distance of 190.00 feet; thence run N 1°38'30" E, parallel to the East line of said Section 31, for a distance of 40.02 feet to a point on the North Right-of-Way line of N.W. 7th Street, being the Point of Beginning.

From said Point of Beginning, thence run East, along the North Right-of-Way line of N.W. 7th Street and along a line 40 feet North of and parallel to the South line of said Section 31, for a distance of 150.71 feet to a point of curvature of a circular curve to the left; thence run Northeasterly along the arc of said curve to the left, having for its elements a central angle of 88°21'30", a radius of 25 feet, for an arc distance of 38.55 feet to the point of tangency of said curve; thence run N 1°38'30" E, along the proposed West Right-of-Way line of N.W. 47th Avenue, being a line 15 feet West of and parallel to the East line of said Section 31, for a distance of 125.71 feet; thence run West, parallel to the South line of said Section 31, for a distance of 175.00 feet; thence run S 1°38'30" W, parallel to the East line of said Section 31, for a distance of 150.00 feet to the Point of Beginning.

RECORDED IN PLAT BOOK 86  
PAGE 10  
JUN 10 1917  
R. H. BARNETT, C. L. R.  
S. H. BARNETT, C. L. R.

2,700.00

1983 AUG 30 PM 1:03

83R239380

WARRANTY DEED  
FROM CORPORATION

OFF REC 11891 PG 2336

RAMCO FORM 33

**This Warranty Deed** Made and executed the 29th day of August A. D. 1983 by  
47 Service Station, Inc., a Florida corporation  
a corporation existing under the laws of Florida, and having its principal place of  
business at 4701 N.W. 7th Street, Miami, Florida, 33126  
hereinafter called the grantor, to

Alfredo Sampayo 2600 DOUGLAS ROAD, SUITE 603 CORAL  
whose postoffice address is GABLES, FLORIDA 33137

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and  
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth:** That the grantor, for and in consideration of the sum of \$ 10.00 and other  
valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,  
alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Dade  
County, Florida, viz:

SEE ATTACHED LIST FOR LEGAL DESCRIPTION

2700.00 Documentary Stamps Collected

Dade County  
Richard P. Brinkner  
Clerk, Circuit & County Courts

By John H. P. [Signature] 8/30/83

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any  
wise appertaining.

**To Have and to Hold,** the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee  
simple; that it has good right and lawful authority to sell and convey said land, that it hereby fully war-  
rants the title to said land and will defend the same against the lawful claims of all persons whomsoever;  
and that said land is free of all encumbrances

**In Witness Whereof**

(CORPORATE SEAL)

the grantor has caused these presents to  
be executed in its name, and its corporate seal to be hereunto affixed, by its  
proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

Vincenzo Passariello  
Signed, sealed and delivered in the presence of:

47 Service Station, Inc.

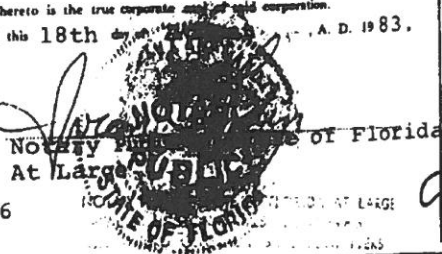
By Jose Claudio Passariello President

STATE OF FLORIDA  
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,  
personally appeared Jose Claudio Passariello and Vincenzo Passariello

well known to me to be the President and Secretary respectively of the corporation named as grantor  
in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily  
under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.  
WITNESS my hand and official seal in the County and State last aforesaid this 18th day of August, A. D. 1983.

This Instrument prepared by: Luis Medina  
Address 3899 N.W. 7th St.  
Miami, Florida 33126





LEGAL DESCRIPTION

Tract "A," PHILLIP'S TRACT, according to the Plat thereof, as recorded in Plat Book 86, at Page 10, of the Public Records of Dade County, Florida, being more particularly described as follows:

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From said Point of Beginning, thence run East, along the North Right-of-Way line of N.W. 7th Street and along a line 40 feet North of and parallel to the South line of said Section 31, for a distance of 150.71 feet to a point of curvature of a circular curve to the left; thence run Northeasterly along the arc of said curve to the left, having for its elements a central angle of 88°21'30", a radius of 25 feet, for an arc distance of 38.55 feet to the point of tangency of said curve; thence run N 1°38'30" E, along the proposed West Right-of-Way line of N.W. 47th Avenue, being a line 15 feet West of and parallel to the East line of said Section 31, for a distance of 125.71 feet; thence run West, parallel to the South line of said Section 31, for a distance of 175.00 feet; thence run S 1°38'30" W, parallel to the East line of said Section 31, for a distance of 150.00 feet to the Point of Beginning.

1983 SEP 21 PM 12:12

83R263407

QUIT-CLAIM DEED

RAMCO FORM 8

OFF REC 11913 PC 1750

**This Quit-Claim Deed**, Executed this 14 day of September, A.D. 1983, by  
ALFREDO SAMPAYO

first party, to SIMBON INTERNATIONAL, INC.

whose postoffice address is 4701 N.W. 7th Street, Miami, Florida

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**Witnesseth**, That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Dade State of Florida, to-wit:

SEE ATTACHED LIST FOR LEGAL DESCRIPTION.

0.45 Documentary Stamps Collected  
Dade County  
Richard P. Brinker  
Clerk, Circuit & County Courts  
By R. V. [Signature] 9/21/83

**To Have and to Hold** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

**In Witness Whereof**, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

[Signature]

ALFREDO SAMPAYO

STATE OF FLORIDA,  
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

ALFREDO SAMPAYO

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this  
September A.D. 19 83

[Signature]  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR. 3, 1984  
BONDED THROUGH MIROSKI ASSURANCE, INC.

This Instrument prepared by:  
Address

STEVEN S. KIROU, P.A.  
2600 Douglas Road, Suite 603  
Coral Gables, FL 33134  
(305) 448-0770

900

LEGAL DESCRIPTION

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RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA.  
RECORD VERIFIED  
RICHARD P. BRINKER  
CLERK CIRCUIT COURT



State of Florida  
Department of Revenue  
NOTICE OF TAX LIEN



CFN 20060908362  
OR Bk 24842 Pg 0199: (1pg)  
RECORDED 08/22/2006 08:06:34  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA  
LAST PAGE

UT Account No.: 2636307

Lien No.: 06-078282

SIMEON CORPORATION  
10 NW 125TH AVE  
MIAMI, FL 33182

CLERK OF CIRCUIT COURT  
POST OFFICE BOX 011711  
FLAGLER STATION  
MIAMI, FL 33101-1711

Pursuant to the provisions of Section 443.141(3)(a) and (g) Florida Statutes, known as the lien provisions of the Florida Unemployment Compensation Law, notice is hereby given that the above named employer is liable for the payment of unemployment tax to the Florida Department of Revenue. Pursuant to the provisions of said law, the following tax, interest, penalties, and fees which after demand for payment thereof remain unpaid, and that by virtue of the above mentioned law, the amount of said taxes together with interest, penalties, and other costs that may accrue in addition thereto, constitute a lien in favor of STATE OF FLORIDA DEPARTMENT OF REVENUE upon the title to and interest, whether legal or equitable, in any real property, chattels real, or personal property of said employer. Interest on unpaid tax will continue to accrue at 12 percent per annum until paid in full.

Please record this tax lien which has been prepared by a public officer other than a notary public. Send your invoice and docketing information to:  
**FLORIDA DEPARTMENT OF REVENUE**  
**UT COLLECTIONS**  
**1379 BLOUNTSTOWN HIGHWAY**  
**TALLAHASSEE, FL 32304-2716**

Periods for which taxes, interest, penalties, and fees have been assessed, and the amounts thereof, are as follows:

Q/YR	TAX DUE	INTEREST AS OF 08/31/2006	PENALTY DUE	SERVICE DUE	FILING FEE
1/2004		209.31	150.00		
2/2004		189.18	150.00		
3/2004		95.16	150.00		
4/2004		9.29	150.00		
1/2005			150.00		
2/2005			150.00		
TOTAL AMOUNT OF TAX LIEN					20.00
					1,422.94

Witness my hand and official seal in this City of TALLAHASSEE, LEON County, Florida,

this 12TH day of AUGUST, 2006



Jim Zingale, Executive Director  
Department of Revenue  
State of Florida

This Instrument Prepared by:

Authorized Agent

UCT-18LC  
N. 07/04



State of Florida  
Department of Revenue  
NOTICE OF TAX LIEN



CFN 2006R1275448  
OR Bk 25143 Ps 1778; (1ps)  
RECORDED 12/01/2006 08:57:21  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA  
LAST PAGE

UT Account No.: 2636307

Lien No.: 06-115029

SIMEON CORPORATION  
10 NW 125TH AVE  
MIAMI, FL 33182

CLERK OF CIRCUIT COURT  
POST OFFICE BOX 011711  
FLAGLER STATION  
MIAMI, FL 33101-1711

Pursuant to the provisions of Section 443.141(3)(a) and (g) Florida Statutes, known as the lien provisions of the Florida Unemployment Compensation Law, notice is hereby given that the above named employer is liable for the payment of unemployment tax to the Florida Department of Revenue. Pursuant to the provisions of said law, the following tax, interest, penalties, and fees which after demand for payment thereof remain unpaid, and that by virtue of the above mentioned law, the amount of said taxes together with interest, penalties, and other costs that may accrue in addition thereto, constitute a lien in favor of STATE OF FLORIDA DEPARTMENT OF REVENUE upon the title to and interest, whether legal or equitable, in any real property, chattels real, or personal property of said employer. Interest on unpaid tax will continue to accrue at 12 percent per annum until paid in full.

Please record this tax lien which has been prepared by a public officer other than a notary public. Send your invoice and docketing information to:  
FLORIDA DEPARTMENT OF REVENUE  
UT COLLECTIONS  
1379 BLOUNTSTOWN HIGHWAY  
TALLAHASSEE, FL 32304-2716

Periods for which taxes, interest, penalties, and fees have been assessed, and the amounts thereof, are as follows:

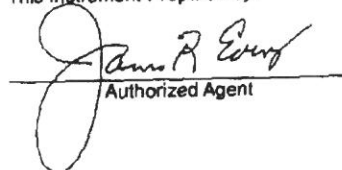
Q/YR	TAX DUE	INTEREST AS OF 11/30/2006	PENALTY DUE	SERVICE DUE	FILING FEE
1/2005		78.01			
2/2005		13.13			
3/2005		9.03	125.00		
4/2005		10.91	50.00		
1/2006	1,909.93	114.60	75.00		20.00
TOTAL AMOUNT OF TAX LIEN					2,405.61

Witness my hand and official seal in this City of TALLAHASSEE, LEON County, Florida,

this 4TH day of NOVEMBER, 2006

Jim Zingale, Executive Director  
Department of Revenue  
State of Florida

This Instrument Prepared by:

  
Authorized Agent



UCT-18LC  
N. 07/04







State of Florida  
Department of Revenue  
NOTICE OF TAX LIEN



CFN 2007R0514808  
OR Bk 25638 Pg 4545 (1pg)  
RECORDED 05/22/2007 11:49:04  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA  
LAST PAGE

UT Account No.: 2636307

Lien No.: 07-027649

SIMEON CORPORATION  
10 NW 125TH AVE  
MIAMI, FL 33182

CLERK OF CIRCUIT COURT  
POST OFFICE BOX 011711  
FLAGLER STATION  
MIAMI, FL 33101-1711

Pursuant to the provisions of Section 443.141(3)(a) and (g) Florida Statutes, known as the lien provisions of the Florida Unemployment Compensation Law, notice is hereby given that the above named employer is liable for the payment of unemployment tax to the Florida Department of Revenue. Pursuant to the provisions of said law, the following tax, interest, penalties, and fees which after demand for payment thereof remain unpaid, and that by virtue of the above mentioned law, the amount of said taxes together with interest, penalties, and other costs that may accrue in addition thereto, constitute a lien in favor of STATE OF FLORIDA DEPARTMENT OF REVENUE upon the title to and interest, whether legal or equitable, in any real property, chattels real, or personal property of said employer. Interest on unpaid tax will continue to accrue at 12 percent per annum until paid in full.

Please record this tax lien which has been prepared by a public officer other than a notary public. Send your invoice and docketing information to:  
FLORIDA DEPARTMENT OF REVENUE  
UT COLLECTIONS  
1379 BLOUNTSTOWN HIGHWAY  
TALLAHASSEE, FL 32304-2716

Periods for which taxes, interest, penalties, and fees have been assessed, and the amounts thereof, are as follows:

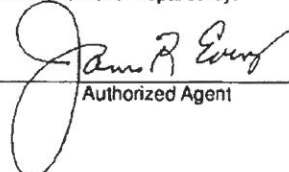
Q/YR	TAX DUE	INTEREST AS OF 05/31/2007	PENALTY DUE	SERVICE DUE	FILING FEE
3/2006	995.71	59.74	75.00		20.00
TOTAL AMOUNT OF TAX LIEN					1,150.45

Witness my hand and official seal in this City of TALLAHASSEE, LEON County, Florida,

this 5TH day of MAY, 2007

Jim Zingale, Executive Director  
Department of Revenue  
State of Florida

This Instrument Prepared by:

  
Authorized Agent



UCT-18LC  
N. 07/04



State of Florida  
Department of Revenue  
NOTICE OF TAX LIEN



CFN 2007R0789267  
OR Bk 25844 Pg 4349; (1pg)  
RECORDED 08/09/2007 09:48:59  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA  
LAST PAGE

UT Account No.: 2636307

Lien No.: 07-062713

SIMEON CORPORATION  
10 NW 125TH AVE  
MIAMI, FL 33182

CLERK OF CIRCUIT COURT  
POST OFFICE BOX 011711  
FLAGLER STATION  
MIAMI, FL 33101-1711

Pursuant to the provisions of Section 443.141(3)(a) and (g) Florida Statutes, known as the lien provisions of the Florida Unemployment Compensation Law, notice is hereby given that the above named employer is liable for the payment of unemployment tax to the Florida Department of Revenue. Pursuant to the provisions of said law, the following tax, interest, penalties, and fees which after demand for payment thereof remain unpaid, and that by virtue of the above mentioned law, the amount of said taxes together with interest, penalties, and other costs that may accrue in addition thereto, constitute a lien in favor of STATE OF FLORIDA DEPARTMENT OF REVENUE upon the title to and interest, whether legal or equitable, in any real property, chattels real, or personal property of said employer. Interest on unpaid tax will continue to accrue at 12 percent per annum until paid in full.

Please record this tax lien which has been prepared by a public officer other than a notary public. Send your invoice and docketing information to:  
**FLORIDA DEPARTMENT OF REVENUE**  
**UT COLLECTIONS**  
**1379 BLOUNTSTOWN HIGHWAY**  
**TALLAHASSEE, FL 32304-2716**

Periods for which taxes, interest, penalties, and fees have been assessed, and the amounts thereof, are as follows:

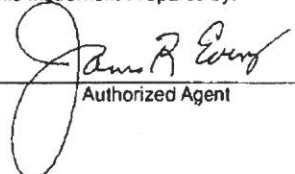
Q/YR	TAX DUE	INTEREST AS OF 08/31/2007	PENALTY DUE	SERVICE DUE	FILING FEE
4/2006	746.78	44.81	75.00		20.00
TOTAL AMOUNT OF TAX LIEN					886.59

Witness my hand and official seal in this City of TALLAHASSEE, LEON County, Florida,

this 27TH day of JULY, 2007

Jim Zingale, Executive Director  
Department of Revenue  
State of Florida

This Instrument Prepared by:

  
Authorized Agent



UCT-18LC  
N. 07/04



**STATE OF FLORIDA  
DEPARTMENT OF REVENUE  
WARRANT**



**CFN 2008R1012938**  
 DR Bk 26691 Pg 0013 (1pg)  
 RECORDED 12/18/2008 12:03:25  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA  
 LAST PAGE

**SIMEON CORPORATION  
 PO BOX 22651  
 HIALEAH FL 33002-2651**

**Warrant Number : 1000000101796  
 Contract Object : 13171413  
 Re: Warrant issued under Chapter  
 220, 221, Florida Statutes**

THE STATE OF FLORIDA  
 TO ALL AND SINGULAR, THE CLERKS OF THE CIRCUIT COURTS AND  
 ALL AND SINGULAR, THE SHERIFFS OF THE STATE OF FLORIDA  
 WARRANT FOR COLLECTION OF DELINQUENT CORPORATE INCOME TAX.

The taxpayer named above in the County of Miami-dade, is indebted to the Florida Department of Revenue, State of Florida, in the following amounts:

<b>Tax</b>	<b>\$0.00</b>
<b>Penalty</b>	<b>\$600.00</b>
<b>Interest</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$600.00</b>
<b>Filing fee</b>	<b>\$0.00</b>
<b>Grand total</b>	<b>\$600.00</b>

For returns due on or before December 31, 1999, interest is due at the rate of 12% per annum. For returns due on or after January 1, 2000, a floating rate of interest applies in accordance with Section 213.235, Florida Statutes.

WITNESS my hand and official seal in this City of Miami, Miami-dade County, Florida, this 26th day of November, 2008.

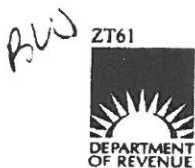
Lisa Echeverri, Executive Director  
 Department of Revenue, State of Florida



This Instrument Prepared by:

AUTHORIZED AGENT

PLEASE BILL TO:  
 MIAMI NORTH SERVICE CENTER  
 8175 NW 12TH ST STE 119  
 MIAMI FL 33126-1828  
 305-470-5001



Florida Department of Revenue  
Unemployment Tax  
NOTICE OF TAX LIEN  
November 26, 2008

CFN 2008R1013565  
OR 8k 26691 Pg 1517; (1pg)  
RECORDED 12/18/2008 13:33:13  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA  
LAST PAGE

ATTN ATTN: RECORDING DEPARTMENT  
DADE COUNTY CLERK OF COURT  
PO BOX 11711  
MIAMI FL 33101-1711

UT Account # : 2636307  
Business Partner # : 1992368  
Contract Object # : 14096288  
Lien # : 1000000101797

RE: SIMEON CORPORATION  
10 NW 125TH AVE  
MIAMI FL 33182-1246

Pursuant to the provisions of Section 443.141(3) (a) and (g) Florida Statutes, known as the lien provisions of the Florida Unemployment Compensation Law, notice is hereby given that the above named employer is liable for the payment of unemployment tax to the Florida Department of Revenue. Pursuant to the provisions of said law, the following tax, interest, penalties, and fees which after demand for payment thereof remain unpaid, and that by virtue of the above mentioned law, the amount of said taxes together with interest, penalties, and other costs that may accrue in addition thereto, constitute a lien in favor of STATE OF FLORIDA DEPARTMENT OF REVENUE upon the title to and interest, whether legal or equitable, in any real property, chattels real, or personal property of said employer. Interest on unpaid tax will continue to accrue at 12 percent per annum until paid in full.

Reporting Period	Tax Due	Interest As Of 11/26/2008	Penalty Due	Returned Item Fee	Filing Fee	Total Due
03/31/2006	0.00	18.84	0.00	0.00	20.00	38.84
06/30/2006	0.00	16.95	0.00	0.00	0.00	16.95
09/30/2006	0.00	9.82	0.00	0.00	0.00	9.82
12/31/2006	0.00	7.37	0.00	0.00	0.00	7.37
03/31/2007	3,835.38	581.30	75.00	0.00	0.00	4,491.68
06/30/2007	3,451.84	414.24	75.00	0.00	0.00	3,941.08
09/30/2007	2,934.06	268.17	75.00	0.00	0.00	3,277.23
12/31/2007	0.00	0.00	200.00	0.00	0.00	200.00
03/31/2008	0.00	0.00	125.00	0.00	0.00	125.00
06/30/2008	0.00	0.00	50.00	0.00	0.00	50.00
TOTAL AMOUNT OF TAX LIEN						12,157.97

Witness my hand and official seal in this City of Miami, Miami-Dade County, Florida,  
this 26th day of November, 2008.



Lisa Echeverri, Executive Director  
Department of Revenue  
State of Florida  
This Instrument Prepared by:

Authorized Agent

Please record this tax lien which has been prepared by a public officer other than a notary public. Send your invoice and docketing information to:

UT COLLECTIONS  
FLORIDA DEPARTMENT OF REVENUE  
1379 BLOUNTSTOWN HWY  
TALLAHASSEE FL 32304-2716

UCT-18LC  
R. 07/07



CFN 2012R0011693  
DR Bk 27953 Pgs 2352 - 2369: (18pgs)  
RECORDED 01/06/2012 13:52:33  
MTG DOC TAX 2,100.00  
INTANG TAX 1,200.00  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared By:  
Michael C. Slotnick, Esq.  
1255 West 49<sup>th</sup> Street  
Miami, Florida 33012

**FLORIDA REAL ESTATE MORTGAGE, ASSIGNMENT OF  
LEASES AND RENTS AND SECURITY AGREEMENT**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT ("**Mortgage**") is made and entered into as of November 21, 2011, by SIMEON INTERNATIONAL, INC., a Florida corporation ("**Mortgagor**"), whose address is 13347 SW 142<sup>nd</sup> Terrace, Miami, FL 33186, and FIRST BANK OF MIAMI, a Florida banking corporation ("**Mortgagee**"), having offices at 255 Aragon Avenue, 3<sup>rd</sup> Floor, Coral Gables, Florida 33134;

**WITNESSETH:**

WHEREAS, Mortgagor is justly and lawfully indebted to Mortgagee in the sum of \$600,000.00 ("**Loan**"), as evidenced by one certain promissory note executed by Mortgagor payable to the order of Mortgagee ("**Note**"), bearing the same date as this Mortgage and to be paid according to its terms; and

WHEREAS, Mortgagor and all makers, endorsers, sureties, guarantors, accommodation parties and all persons liable or to become liable with respect to the Loan are each included in the term "**Obligor**" as used in this Mortgage;

NOW, THEREFORE, to secure the payment of the Loan and such future or additional advances as may be made by Mortgagee, at its option and for any purpose, to Mortgagor or Mortgagor's permitted successor(s) in title, provided that all those advances are to be made within 20 years from the date of this Mortgage (the total amount of indebtedness 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 6 times the original principal amount of the Loan, plus interest and any disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest on those disbursements), and to secure the full and faithful performance of the covenants and agreements contained in the Note, this Mortgage and all other instruments and documents executed in connection with the Loan by Mortgagor and/or any other Obligor ("**Loan Documents**"), Mortgagor hereby grants, bargains, sells, conveys, assigns, transfers, mortgages, pledges, delivers, sets over, warrants and confirms to Mortgagee, and grants Mortgagee a security interest in:

All those certain lots, pieces, or parcels of land lying and being in Miami-Dade County, State of Florida ("**Property**"), together with the buildings and improvements now or hereafter situated thereon, said land being legally described as follows:

Tract "A", PHILLIP'S TRACT, according to the Plat thereof, as recorded in Plat Book 86, at Page 10, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 31, Township 53 South, Range 41 East of Miami-Dade County, Florida, thence run West, along the South line of said Section 31, being the centerline of N.W. 7<sup>th</sup> Street, for a distance of 190.00 feet; thence run N 1°38'30" E, parallel to the East line of said Section 31, for a distance of 40.02 feet to a point on the North Right-of-Way line of N.W. 7<sup>th</sup> Street, being the Point of Beginning.

NY


18

From said Point of Beginning, thence run East, along the North Right-of-Way line of N.W. 7<sup>th</sup> Street and along a line 40 feet North of and parallel to the South line of said Section 31, for a distance of 150.71 feet to a point of curvature of a circular curve to the left; thence run Northeasterly along the arc of said curve to the left, having for its elements a central angle of 88°21'30", a radius of 25 feet, for an arc distance of 38.55 feet to the point of tangency of said curve; thence run N 1°38'30" E along the proposed West Right-of Way line of N.W. 47<sup>th</sup> Avenue, being a line 15 feet West of and parallel to the East line of said Section 31, for a distance of 125.71 feet; thence run West, parallel to the South line of said Section 31, for a distance of 175.00 feet; thence run S 1°38'30" W, parallel to the East line of said Section 31, for a distance of 150.00 feet to the Point of Beginning.

TOGETHER WITH all and singular the tenements, hereditaments, easements, riparian rights and other rights now or hereafter belonging or appurtenant to the Property, and the rights (if any) in all adjacent roads, ways, streams, alleys, strips and gores, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of Mortgagor of, in and to the same and every part and parcel thereof;

TOGETHER WITH any and all tangible property (collectively, "**Equipment**") now or hereafter owned by Mortgagor and now or hereafter located at, affixed to, placed upon or used in connection with the Property or any present or future improvements thereon, including without limitation: all machinery, equipment, appliances, fixtures, conduits and systems for generating or distributing air, water, heat, air conditioning, electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage or garbage, or for fire prevention or extinguishing; all elevators, escalators, lifts and dumbwaiters; all motors, engines, generators, compressors, pumps, lift stations, tanks, boilers, water heaters, furnaces and incinerators; all furniture, furnishings, fixtures, appliances, installations, partitions, shelving, cabinets, lockers, vaults and wall safes; all carpets, carpeting, rugs, under padding, linoleum, tiles, mirrors, wall coverings, windows, storm doors, awnings, canopies, shades, screens, blinds, draperies and related hardware, chandeliers and light fixtures; all plumbing, sinks, basins, toilets, faucets, pipes, sprinklers, disposals, laundry appliances and equipment, and kitchen appliances and equipment; all alarm, safety, electronic, telephone, music, entertainment and communications equipment and systems; all janitorial, maintenance, cleaning, window washing, vacuuming, landscaping, pool and recreational equipment and supplies; and any other items of property, wherever kept or stored, if acquired by Mortgagor with the intent of incorporating them in and/or using them in connection with the Property or any improvements to the Property; together also with all additions thereto and replacements and proceeds thereof (Mortgagor hereby agreeing, with respect to all additions and replacements and proceeds, to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm their inclusion herein); all of which foregoing items described in this paragraph are hereby declared to be part of the real estate and encumbered by this Mortgage;

TOGETHER WITH (a) any and all awards or payments, including interest thereon and the right to receive the same, growing out of or resulting from any exercise of the power of eminent domain (including the taking of all or any part of the Premises, as defined hereinafter), or any alteration of the grade of any street upon which the Property abuts, or any other injury to, taking of, or decrease in the value of the Premises or any part thereof; (b) any unearned premiums on any hazard, casualty, liability, or other insurance policy carried for the benefit of Mortgagor and/or Mortgagee with respect to the Premises (as defined hereinafter); (c) all rights of Mortgagor in and to all supplies and materials delivered to or located upon the Property or elsewhere and used or usable in connection with the construction or refurbishing of improvements on the Property; and (d) all rights of Mortgagor in, to, under, by virtue of, arising from or growing out of any and all present or future contracts, instruments, accounts, insurance policies, permits, licenses, trade names, plans, appraisals, reports, paid fees, choses-in-action, subdivision restrictions or declarations or other intangibles whatsoever now or hereafter dealing with, affecting or concerning the Property, the improvements thereto, or any portion thereof or





interest therein, including but not limited to: (i) all contracts, plans and permits for or related to the Property or its development or the construction or refurbishing of improvements on the Property, (ii) any agreements for the provision of utilities to the Property, (iii) all payment, performance and/or other bonds, (iv) any contracts now existing or hereafter made for the sale by Mortgagor of all or any portion of the Property, including any deposits paid by any purchasers (howsoever such deposits may be held) and any proceeds of such sales contracts, including any purchase-money notes and mortgages made by such purchasers, and (v) any declaration of condominium, restrictions, covenants, easements or similar documents now or hereafter recorded against the title to all or any portion of the Property; and

TOGETHER WITH all of Mortgagor's rights to enter into any lease or lease agreement regarding all or any part of the Property, and all of Mortgagor's rights to encumber the Property further for debt, Mortgagor hereby (a) representing as a special inducement to Mortgagee to make the Loan that, as of the date hereof, there are no encumbrances to secure debt prior or junior to this Mortgage and (b) covenanting that there are to be none as of the date when this Mortgage is recorded;


TO HAVE AND TO HOLD the above-described and granted property, appurtenances and rights (referred to collectively in this Mortgage as "**Premises**") unto Mortgagee in fee simple forever.

PROVIDED, HOWEVER, that these presents are upon the condition that if Mortgagor (a) shall pay or cause to be paid to Mortgagee the principal and all interest payable in respect of the Loan and any future advance made under this Mortgage and any other sums secured by this Mortgage, at the time and in the manner stipulated in the Note or this Mortgage or any other Loan Document, all without any deduction or credit for taxes or other similar charges paid by Mortgagor, (b) shall punctually perform, keep and observe all and singular the covenants and promises in the Note and any future advance agreement(s), in any renewals, extensions or modifications thereof, and in this Mortgage or any other Loan Document expressed to be performed, kept and observed by and on the part of Mortgagor, and (c) shall not permit or suffer to occur any default under this Mortgage or any other Loan Document, then this Mortgage and all the interests and rights hereby granted, bargained, sold, conveyed, assigned, transferred, mortgaged, pledged, delivered, set over, warranted and confirmed shall cease, terminate and be void, but shall otherwise remain in full force and effect.

Mortgagor covenants with and warrants to Mortgagee: (a) that Mortgagor has good and marketable title to the Property, is lawfully seized and possessed of the Property in fee simple and has good right to sell and convey the same; (b) that the Premises are unencumbered; and (c) that Mortgagor shall forever warrant and defend the Premises unto Mortgagee against the lawful claims and demands of all persons whomsoever, and shall make such further assurances to perfect fee simple title to the Property in Mortgagor as Mortgagee may reasonably require. Mortgagor further covenants and agrees with Mortgagee as follows:

1. Mortgagor shall pay all sums due Mortgagee at the time and in the manner provided in the Note, this Mortgage, any other Loan Document or any instrument evidencing a future advance, and Mortgagor shall otherwise perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants contained in the Note, this Mortgage or any other Loan Document.

2. Mortgagor shall pay all taxes, assessments (whether general or special) and other charges whatsoever levied, assessed, placed or made against all or any part of the Premises or any interest of Mortgagee therein, or against the Note, this Mortgage, any Loan Document or any obligation thereunder. Mortgagor shall make such payment in full (and shall deliver to Mortgagee the paid receipts) upon the same first becoming due and payable. If Mortgagor shall fail, neglect or refuse to pay any such taxes, assessments or other charges as aforesaid, then Mortgagee at its option may pay the same, and any funds so advanced by Mortgagee shall bear interest, shall be paid and shall be secured as provided in paragraph 14.



3. (a) Mortgagor shall maintain property insurance with a reputable and highly rated insurance company or companies licensed in Florida and reasonably acceptable to Mortgagee, covering all buildings and improvements now or hereafter located on the Property and all the Equipment and all tangible personal property encumbered by this Mortgage, for an amount not less than their full insurable value on a replacement cost basis, without contribution or coinsurance (or with coinsurance and an agreed amount endorsement), for the benefit of Mortgagor and Mortgagee as their interests may appear, by policies on such terms, in such form and for such periods as Mortgagee shall require or approve from time to time, insuring with extended coverage and broad form coverage against loss or damage by fire, lightning, flood, windstorm, hail, aircraft, riot, vehicles, explosion, smoke, falling objects, weight of ice or snow or sleet, collapse, sudden tearing asunder, breakage of glass, freezing, electricity, sprinkler leakage, water damage, earthquake, vandalism and malicious mischief, theft, riot attending a strike, civil commotion, war risks (when and if war risk coverage is available), and when and to the extent required by Mortgagee, against any other risks. Regardless of the types or amounts of insurance required and approved by Mortgagee, Mortgagor shall assign and deliver to Mortgagee all policies of insurance which insure against any loss or damage to the Premises or any part thereof, as collateral and further security for the payment of the Loan, with loss payable to Mortgagee pursuant to a standard mortgage clause acceptable to Mortgagee. (b) If Mortgagor defaults in so insuring the Premises or any part thereof or in so assigning and delivering the policies, at its option Mortgagee may effect such insurance from year to year and pay the premiums therefor, and any such sums advanced by Mortgagee shall bear interest, shall be paid and shall be secured as provided in paragraph 14. (c) If Mortgagee receives any money for loss or damage by reason of such insurance, then Mortgagee at its option may retain such proceeds and apply them toward the payment of the Loan (in any order of priority Mortgagee may deem appropriate in its sole discretion), or Mortgagee may disburse them to Mortgagor, under such safeguards as Mortgagee shall deem appropriate in its sole discretion, for the reconstruction or restoration or repair of the damaged Premises, but Mortgagee shall not be obligated to see to the proper application by Mortgagor of any such disbursement. (d) Mortgagor shall obtain and carry general comprehensive liability insurance with a reputable and highly rated insurance company or companies licensed in Florida and reasonably acceptable to Mortgagee, which policy shall name both Mortgagor and Mortgagee as insureds, with initial limits of not less than One Million Dollars (\$1,000,000) as to personal injury or death, and Five Hundred Thousand Dollars (\$500,000) with respect to property damage (or such greater or different limits which Mortgagee may require from time to time) and on such terms, in such form and for such periods as Mortgagee shall approve from time to time. (e) Mortgagor shall obtain and carry rent insurance in favor of Mortgagee as loss payee covering against the loss of rents in the event the improvements on the Property are damaged, in an amount equal to or exceeding the annual rent roll for the insured improvements. (f) In the event of a foreclosure of this Mortgage, the purchaser of the Premises shall succeed to all the rights of Mortgagor in and to all policies of insurance required under this Mortgage, including any right to unearned premiums. (g) Not less than thirty (30) days prior to the expiration date of each policy required under this Mortgage, Mortgagor shall deliver to Mortgagee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Mortgagee. (h) Each policy of insurance required under this Mortgage shall be non-cancelable without at least thirty (30) days' advance written notice to Mortgagee.

4. At Mortgagee's option, Mortgagor shall pay to Mortgagee, together with and in addition to each regular installment of principal and/or interest payable under the Note, an amount deemed sufficient by Mortgagee to provide Mortgagee with funds in an escrow account sufficient to pay the taxes, assessments, insurance premiums and other charges next due at least 30 days before the date the same are due. In no event shall Mortgagee be liable for any interest on any such funds held in the escrow account. At least 30 days before the date the same are due, Mortgagor shall furnish to Mortgagee an official statement of the amount of said taxes, assessments, insurance premiums and other charges, and Mortgagee shall pay the same, but only if sufficient funds remain in the escrow account. In the event of any deficiency in the escrow account, Mortgagor shall upon notice from Mortgagee immediately deposit with Mortgagee such additional funds as Mortgagee may deem necessary to cure the deficiency, in its sole discretion. If

Mortgagee elects to pay any such taxes, assessments, insurance premiums or other charges notwithstanding the escrow account deficiency, then all sums advanced by Mortgagee in excess of the escrow account balance shall bear interest, shall be paid and shall be secured as provided in paragraph 14. An official receipt for such sums shall be conclusive evidence of Mortgagee's payment and of the validity of the tax, assessment, insurance premium or other charge so paid. In the event of any default under the Note or this Mortgage or any other Loan Document, Mortgagee at its option may apply any or all funds in the escrow account against the Loan or any other sums secured by this Mortgage, in any order of priority Mortgagee may deem appropriate in its sole discretion. At the time of any permitted transfer of the title to all of the Premises then encumbered by this Mortgage, the balance in the escrow account shall inure to the benefit of such transferee without any specific assignment of such funds. Upon payment in full of the Loan and all other sums secured by this Mortgage, the funds remaining in the escrow account (if any) shall be paid over to the record owner of the Premises encumbered by this Mortgage as of the date of such full payment.

5. Without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion, no building or other improvements covered by the lien of this Mortgage shall be removed, demolished or materially altered or enlarged (except as required in the event of fire, other casualty or condemnation). Notwithstanding the foregoing, Mortgagor shall have the right to remove and dispose of, free from the lien of this Mortgage, such Equipment as from time to time may become worn out or obsolete, provided that, simultaneously with or prior to such removal, Mortgagor shall have replaced any such Equipment with new Equipment (of at least the same quality as that of the replaced Equipment when it was new) which shall be free from any title retention or other security agreement or other encumbrance, and, by such removal and replacement, Mortgagor shall be deemed to have subjected such new Equipment to the lien of this Mortgage. Without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion, Mortgagor shall not undertake any development of the Property or any adjoining land owned or controlled by Mortgagor, nor construct any new improvements thereon, nor initiate or join in or consent to any new (or any change in any existing) private restrictive covenant, zoning ordinance, master plan, site plan, easement, or other public or private restrictions limiting or defining the uses which may be made of the Property, said adjoining land or any part thereof. Mortgagor shall complete and pay for any permitted development and/or improvements undertaken on the Property within a reasonable time after commencing the same.

6. Mortgagor shall do everything necessary to maintain the Premises in good condition and repair, shall operate the Premises in a first-class manner, shall not commit or suffer any waste, impairment, abandonment or deterioration of the Premises, shall promptly pay all utility fees for services provided to the Premises, and shall comply with (or cause compliance with) all applicable restrictive covenants and all statutes, ordinances and requirements of any governmental authorities having jurisdiction over the Premises or the use thereof. In the event of any fire or other casualty loss or damage to all or any part of the Premises, Mortgagor shall notify Mortgagee within forty-eight (48) hours of such occurrence. Mortgagor shall promptly repair, restore, replace or rebuild any part of the Premises which may be damaged or destroyed by any casualty whatsoever or which may be affected by any condemnation, alteration of grade, or other public or quasi-public taking or injury. If Mortgagor shall fail, neglect or refuse to repair or maintain the Premises as aforesaid, then Mortgagee may at its option undertake such repairs or maintenance, and any funds advanced therefor by Mortgagee shall bear interest, shall be paid and shall be secured as provided in paragraph 14.

7. a. As further security for the repayment of the Loan, Mortgagor hereby assigns and transfers to Mortgagee all rents, income, issues and profits of the Premises and all right, title and interest of Mortgagor in and under all leases and tenancies and occupancy agreements of any nature whatsoever (and any extensions and renewals thereof) now or hereafter affecting the Premises (the "**Leases**"). Mortgagor hereby empowers Mortgagee, its agents or attorneys, to demand, collect, sue for, receive, settle, compromise and give acquittances for all of the rents that may become due under the Leases and to avail itself of and pursue all remedies for the enforcement of the Leases

and Mortgagor's rights thereunder that Mortgagor could have pursued but for this assignment. Mortgagee is hereby vested with full power and authority to use all measures, legal and equitable, deemed necessary or proper by Mortgagee to enforce this assignment, to collect the rents so assigned, and/or to cure any default and perform any covenant of Mortgagor as the landlord under any Leases, including without limitation the right to enter upon all or any part of the Units and to take possession thereof to the extent necessary to exercise such powers. Mortgagee shall have the right (but not the obligation) to advance any sums necessary to exercise such powers, which sums shall bear interest, shall be paid and shall be secured as provided in paragraph 14. Mortgagor hereby empowers Mortgagee to use and apply all such rents and other income of the Premises to the payment of the Loan and all interest thereon and any other indebtedness or liability of Mortgagor to Mortgagee, and to the payment of the costs of managing and operating the Premises, including without limitation: (i) taxes, special assessments, insurance premiums, damage claims, and the costs of maintaining, repairing, rebuilding, restoring and making rentable any or all of the Premises; (ii) all sums advanced by Mortgagee (with interest thereon) for the payment of such costs or for any other reason permitted by this Mortgage or any other Loan Document; and (iii) all costs, expenses and attorney's fees incurred by Mortgagee in connection with the enforcement of this Mortgage and/or any Lease; all in such order of priority as Mortgagee may deem appropriate in its sole discretion.

b. Mortgagee shall not be obliged to press any of the rights or claims of Mortgagor assigned hereby, nor to perform or carry out any of the obligations of the landlord under any Lease, and Mortgagee assumes no duty or liability whatsoever in connection with or arising from or growing out of the covenants of Mortgagor in any Lease. This Mortgage shall not operate to make Mortgagee responsible for the control, care, management or repair of all or any part of the Premises, nor shall it operate to make Mortgagee liable for (i) the performance or carrying out of any of the terms or conditions of any Lease, (ii) any waste of the Premises by any tenant or any other person, (iii) any dangerous or defective condition of the Premises, nor (iv) any negligence in the management, upkeep, repair or control of all or any part of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger. Mortgagor hereby indemnifies and holds Mortgagee harmless against any and all liability, loss, claim, damage, costs and attorney's fees whatsoever which Mortgagee may or might incur under any Lease or by reason of this assignment, and against any and all claims or demands whatsoever (and any related costs and attorney's fees) which may be asserted against Mortgagee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease. Nothing herein contained shall be construed as constituting Mortgagee a trustee or mortgagee in possession.

c. Mortgagor shall promptly deliver to Mortgagee a true, correct and complete copy of each Lease as and when Mortgagor shall enter into the same, and Mortgagor shall procure and deliver to Mortgagee estoppel letters or certificates from each tenant, in form and substance satisfactory to Mortgagee, within thirty (30) days after Mortgagee's request therefor. Mortgagor hereby represents and warrants to Mortgagee (and shall be deemed to have represented and warranted to Mortgagee upon and as of the date of delivering to Mortgagee a copy of each Lease), except as previously or concurrently disclosed to and approved by Mortgagee in writing: (i) that each such copy delivered (or to be delivered) to Mortgagee is true, correct and complete; (ii) that Mortgagor is the sole owner of the entire landlord's interest in each Lease and has not previously assigned or pledged any Lease or any interest therein to any person other than Mortgagee; (iii) that all the Leases are in full force and effect and have not been altered, modified or amended in any manner whatsoever; (iv) that each tenant thereunder has accepted that tenant's respective premises and is paying rent on a current basis; (v) that no default exists on the part of such tenants or on the part of Mortgagor as landlord in their respective performances of the terms, covenants, provisions and agreements contained in the Leases; (vi) that no rent has been paid by any of the tenants for more than two (2) months in advance; (vii) that Mortgagor is not indebted to any tenant in any manner whatsoever so as to give rise to any right of set-off against or reduction of the rents payable under any Lease; and (viii) that no payments of rents to accrue under any Lease has been or will be waived, released, reduced, discounted or otherwise discharged or




compromised by Mortgagor directly or indirectly, whether by assuming any tenant's obligations with respect to other premises or otherwise.

d. Mortgagor covenants and agrees with Mortgagee: (i) that each Lease shall remain in full force and effect irrespective of any merger of the interests of the landlord and tenant thereunder; (ii) that without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion, Mortgagor shall not terminate, modify or amend any Lease or any guaranty thereof, nor grant any concessions in connection therewith (either orally or in writing) nor accept any surrender or cancellation thereof, and that any attempted termination, modification, amendment, concession, surrender or cancellation without such written consent shall be null and void; (iii) that Mortgagor shall not collect more than two (2) months' rent, income and/or profits arising or accruing under any Lease in advance of the due date for the same, nor discount any future accruing rents, nor suffer or permit to arise in favor of any tenant any release of liability or any right to withhold payment of rent, nor take any action or permit any omission or exercise any right of election which would in any way impair the value of any Lease or diminish any tenant's liability thereunder or have the effect of terminating or shortening the stated term of any Lease; (iv) that Mortgagor shall perform all of Mortgagor's covenants and agreements as landlord under each Lease and shall promptly send Mortgagee copies of any notice of alleged default on the part of Mortgagor as landlord received from any tenant thereunder; (v) that if requested by Mortgagee, Mortgagor shall expeditiously and in good faith enforce the Leases and all remedies available to Mortgagor in case of default by the tenants thereunder; and (vi) that Mortgagor shall not execute any other assignment or pledge of any Lease or any interest therein or any of the rents thereunder, nor consent to any tenant's assignment of any Lease or any subletting thereunder, nor request, accept, consent to or agree to any subordination of any Lease to any mortgage other than this Mortgage now or hereafter affecting the Premises.

e. Although Mortgagor and Mortgagee intend that this instrument shall be a present assignment, it is expressly understood and agreed that so long as no default shall exist under the Note, this Mortgage or any other Loan Document, Mortgagor may collect assigned rents and profits for not more than two (2) months in advance of the accrual thereof, but upon the occurrence of any such default, or at any time during its continuance, all rights of Mortgagor to collect or receive rents or profits shall wholly terminate upon notice from Mortgagee. The tenants under all the Leases are hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by Mortgagee for the payment to Mortgagee of any rental or other sums which may be or thereafter become due under the Leases, or for the performance of any of the tenants' undertakings under the Leases, and none of them shall have any right or duty to inquire as to whether any default hereunder or under the Note or any Loan Document shall have actually occurred or is then existing.

8. Mortgagor shall not grant any other lien or mortgage on all or any part of the Premises or any interest therein, nor make any further assignment of the leases and rentals of the Premises, without the prior written consent of Mortgagee, which shall not be unreasonably withheld (in determining reasonable consent, Mortgagee may, among other things, rely upon its review and analysis of the impact of any junior encumbrance upon Mortgagee's first security interest and Mortgagor's ability to service the loan after assuming an additional debt; Mortgagee shall make, at its sole discretion, a determination to consent or not to consent to a junior lien, based on its own analysis or review of the Mortgagor's proposal); any such unpermitted lien or mortgage or assignment by Mortgagor shall entitle Mortgagee to accelerate the maturity of the Loan and foreclose this Mortgage. Any such other lien or mortgage or assignment shall be junior to this Mortgage and to all permitted tenancies now or hereafter affecting the Premises or any portion thereof and shall be subject to all renewals, extensions, modifications, releases, interest rate increases, future advances, changes or exchanges permitted by this Mortgage, all without the joinder or consent of such junior lienholder or mortgagee or assignee and without any obligation on Mortgagee's part to give notice of any kind thereto. Mortgagor shall maintain in good standing any other mortgage or encumbrance to secure debt affecting any part of the Premises from time to time and shall not commit or permit or suffer to occur any default thereunder, nor shall Mortgagor accept any future



advance under or modify the terms of any such mortgage or encumbrance which may then be superior to the lien of this Mortgage. Except for encumbrances permitted by Mortgagee, Mortgagor shall not commit or permit or suffer to occur any act or omission whereby any of the security represented by this Mortgage shall be impaired or threatened, or whereby any of the Premises or any interest therein shall become subject to any attachment, judgment, lien, charge or other encumbrance whatsoever, and Mortgagor shall immediately cause any such attachment, judgment, lien, charge or other encumbrance to be discharged or otherwise bonded or transferred to other security. Mortgagor shall not directly or indirectly do anything or take any action which might prejudice any of the right, title or interest of Mortgagee in or to any of the Premises or impose or create any direct or indirect obligation or liability on the part of Mortgagee with respect to any of the Premises.

9. Mortgagor shall not cause or permit or suffer to occur any of the following events without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion, and if any of the same shall occur without such consent, then Mortgagee shall have the right to accelerate the maturity of the Loan and foreclose this Mortgage: (a) if all or any portion of the legal or equitable title to all or any portion of the Premises or any interest therein shall in any manner whatsoever be sold, conveyed or transferred, either voluntarily or by operation of law; (b) if Mortgagor shall enter into any lease or other arrangement with any third party regarding the use or possession by such third party of all or any portion of the Premises (regardless of whether such lease or arrangement includes an option to purchase); (c) in the case of any portion of the Premises owned by a corporation (or a partnership or joint venture or trust or other business entity), if any stock or partnership interest (including, without limitation, any transfer of stock in a corporate partner) or joint venture interest or beneficial interest in such owner shall be transferred in any manner, or if such stock or partnership interest or joint venture interest or beneficial interest shall be assigned, pledged, hypothecated, mortgaged or otherwise encumbered; or (d) if Mortgagor shall pay, repay or distribute any funds to any guarantor of the Loan or any other person directly or indirectly related to Mortgagor (such as a stockholder, partner or beneficiary). Notwithstanding the above, Mortgagee, in its sole discretion, may allow an assumption of this Mortgage by a creditworthy purchaser of the Property, subject to such terms and conditions as the Lender may impose, including the payment of a 1% assumption fee and all other costs incurred by the Bank in connection with the assumption, including legal fees, recording, documentary stamps and any other costs.

10. From time to time and on demand, Mortgagor shall execute and deliver to Mortgagee (and pay the costs of preparing and recording) any further instruments required by Mortgagee to reaffirm, correct or perfect the evidence of the obligations secured hereby and the security interest of Mortgagee in all the property intended to be mortgaged hereby, including but not limited to mortgages, security agreements, financing statements, assignments and renewal and substitution notes.


11. Upon request made either personally or by mail, Mortgagor shall certify, by a duly acknowledged writing, to Mortgagee or to any proposed assignee of this Mortgage, the amount of principal and interest and other sums then owing on the Loan and whether any offsets or defenses exist against the payment of the Loan. Mortgagor shall provide such estoppel certificate within 5 days in the case of a personal request and within 10 days after Mortgagor's receipt of a mailed request. Mortgagor shall furnish to Mortgagee, within 90 days after the close of each fiscal year of Mortgagor, a complete financial statement of Mortgagor, including a statement of income and expenses and a balance sheet indicating net worth, prepared by an independent certified public accountant and prepared in accordance with generally accepted accounting principles, applied on a consistent basis and certified by Mortgagor as true and correct, together with copies of Mortgagor's income tax returns within 30 days of filing with the Internal Revenue Service. On demand, Mortgagor shall provide to Mortgagee executed counterparts of any such leases and convenient facilities for the audit and verification of any such statement. Mortgagor shall also promptly furnish to Mortgagee any financial or other information regarding Mortgagor or the Premises required by any Loan Document or which Mortgagee may reasonably request from time to time. During any period that Mortgagor fails to comply with the provisions of this paragraph, or any guarantor of the



Loan fails to deliver any financial documents required by the terms of the guaranty executed by such guarantor in favor of Mortgagee in connection with the Loan, and regardless of whether Mortgagee declares this Mortgage to be in default, the Note, without notice to Mortgagor, shall automatically bear interest at an augmented rate equal to 4% above the interest accrual rate which would otherwise then be in effect under the Note subject to any limitations on the interest rate set forth in the Note.

12. Whenever Mortgagor or Mortgagee are obliged to give notice to the other, such notice shall be in writing and shall be given personally or by prepaid certified mail (return receipt requested), in which latter case notice shall be deemed effectively made when the receipt is signed or when the attempted initial delivery is refused or cannot be made because of a change of address of which the sending party has not been notified. Any notice to Mortgagee shall be addressed to the attention of a vice-president or higher officer. Until the designated addresses are changed by notice given in accordance with this paragraph, notice to either party shall be sent to the respective address set forth on the first page of this Mortgage.

13. At Mortgagee's option, all of the principal and interest and other sums secured by this Mortgage shall immediately or at any time thereafter become due and payable without notice to any Obligor, and Mortgagee shall immediately have all the rights accorded Mortgagee by law and hereunder to foreclose this Mortgage or otherwise to enforce this Mortgage, the Note and any other Loan Document, upon the occurrence of any of the following defaults: (a) failure to pay any sum due under the Note and the expiration of the grace period (if any) provided in the Note for such payment; or (b) failure to repay any sum paid or advanced by Mortgagee under the terms of this Mortgage or any other Loan Document (with interest thereon), as provided in paragraph 14; or (c) failure to pay any tax, assessment, utility charge, or other charge against the Premises or any part thereof as and when required by this Mortgage; or (d) actual or threatened waste, impairment, abandonment, deterioration, removal, demolition, material alteration or enlargement of any building or other improvements on the Property, or the commencement of construction of any new building or other improvements on any part of the Property, in either case without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion; or (e) failure to obtain, assign, deliver or keep in force the policies of insurance required by this Mortgage or any other Loan Document; or (f) Mortgagor's failure or refusal to certify, within the time required by this Mortgage, the amount due under the Loan and whether any offsets or defenses exist against payment of the Loan; or (g) Mortgagor's filing for record, without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion, of any notice limiting the maximum principal amount that may be secured by this Mortgage to an amount less than the limit set forth in the future advance clause on the first page of this Mortgage; or (h) any sale, transfer (whether voluntary or by operation of law), pledge, hypothecation or further encumbrancing of all or any part of the Premises or any interest therein or any interest in Borrower, or the additional assignment of all or any part of the rents, income or profits arising therefrom, in either case without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion; or (i) Mortgagor's failure to remove any involuntary lien on the Premises or any part thereof within 20 days after its filing, or the filing of any suit against the Premises upon any claim or lien other than this Mortgage (whether superior or inferior to this Mortgage); or (j) Mortgagor's failure to comply within 10 days with a requirement, order or notice of violation of a law, ordinance, or regulation issued or promulgated by any political subdivision or governmental department claiming jurisdiction over the Premises or any operation conducted on the Property (or, if such order or notice provides a time period for compliance, Mortgagor's failure to comply within such period), or, in the case of a curable noncompliance requiring longer than the applicable time period for its cure, Mortgagor's failure to commence to comply with said order or notice within said period or failure thereafter to pursue such cure diligently to completion; or (k) the issuance of any order by the State of Florida, or any subdivision, instrumentality, administrative board or department thereof, declaring unlawful or suspending any operation conducted on the Premises; or (l) the filing by the United States of America or any instrumentality thereof in any court of competent jurisdiction of any notice of intention to acquire under the power of eminent domain any estate less than an estate in fee simple in the entire Property, or the recording by the State of Florida, any



instrumentality thereof or any other person with eminent domain powers, of a notice of taking of any estate less than an estate in fee simple in the entire Property; or (m) if any representation, warranty, affidavit, certificate or statement made or delivered to Mortgagee by or on behalf of any Obligor from time to time in connection with the Loan or this Mortgage or any other Loan Document shall prove false, incorrect or misleading in any respect deemed material by Mortgagee; or (n) the death or mental or physical incapacity of any Obligor who is a natural person, or the dissolution or merger or consolidation or termination of existence of any other Obligor, or the failure or cessation or liquidation of the business of any Obligor, or if the person(s) controlling any Obligor which is a business entity shall take any action authorizing or leading to the same; or (o) any other default by any Obligor in the payment of any indebtedness for borrowed money (whether direct or contingent and whether matured or accelerated) to Mortgagee or to any person whomsoever, or if any Obligor shall become insolvent or unable to pay such Obligor's debts as they become due; or (p) the disposition or transfer or exchange of all or substantially all of any Obligor's assets for less than fair market value, or the issuance of any levy, attachment, charging order, garnishment or other process against any property of any Obligor, or the filing of any lien against any such property (and the expiration of any grace period provided in any Loan Document for the discharge of such lien); or (q) if any Obligor shall make an assignment for the benefit of creditors, file a petition in bankruptcy, apply to or petition any tribunal for the appointment of a custodian, receiver, intervenor or trustee for such Obligor or a substantial part of such Obligor's assets, or if any Obligor shall commence any proceeding under any bankruptcy, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if any Obligor shall by act or omission approve, consent to or acquiesce in the filing of any such petition or application against such Obligor or the appointment of any such custodian, receiver, intervenor or trustee or the commencement of any such proceeding against such Obligor or the entry of an order for relief with respect to such Obligor, or if any such petition or application shall have been filed or proceeding commenced against any Obligor which remains undismissed for thirty (30) days or more or in which an order for relief is entered, or if any Obligor shall suffer any such appointment of a custodian, receiver, intervenor or trustee to continue undischarged for 30 days or more; or (r) if any Obligor shall have concealed, transferred, removed, or permitted to be concealed or transferred or removed, any part of such Obligor's property with intent to hinder, delay or defraud any of such Obligor's creditors, or if any Obligor shall have made or suffered a transfer of any of such Obligor's properties which may be invalid under any bankruptcy, fraudulent conveyance, preference or similar law, or if any Obligor shall have made any transfer of such Obligor's properties to or for the benefit of any creditor at a time when other creditors similarly situated have not been paid; or (s) the failure to obtain any permit, license, approval or consent from, or to make any filing with, any governmental authority (or the lapse or revocation or rescission thereof once obtained or made) which is necessary in connection with the Loan, any Loan Document or the enforcement thereof, or if it shall become unlawful for Mortgagee to make or maintain the Loan or for any Obligor to perform any of such Obligor's obligations under any Loan Document; or (t) the existence of any uncured default under any other mortgage or encumbrance affecting any part of the Premises then encumbered by this Mortgage, or Mortgagor's acceptance of any future advance under, or modification of the terms of, any such other mortgage or encumbrance which may then be superior to the lien of this Mortgage; or (u) Mortgagee's election to accelerate the maturity of the Loan under the provisions of any other Loan Document; or (v) if Mortgagor or any other Obligor shall fail to pay when due any indebtedness for borrowed money owing by Mortgagor or such other Obligor; or (w) any material adverse change in the financial condition of any Obligor; or (x) if any change or event shall occur which in Mortgagee's exclusive judgment impairs any security for the Loan, increases Mortgagee's risk in connection with the Loan, or indicates that any Obligor may be unable to perform such Obligor's obligations under any Loan Document; (y) the failure to pay Real Estate Taxes prior to the date the taxes become delinquent; (z) the failure within 30-days of request by the Mortgagee directed to the Mortgagor or to any Guarantor to provide financial information to the Mortgagee, including copies of Tax Returns, Financial Statements and, if applicable, Rent Rolls or (aa) any default in the observance or performance of any other covenant or agreement of any Obligor in this Mortgage or any other Loan Document, the occurrence of any other event prohibited by the terms of this Mortgage or any other Loan Document, or the violation of any other provision of this Mortgage or any other Loan

Document. No consent or waiver expressed or implied by Mortgagee with respect to any default under this Mortgage shall be construed as a consent or waiver with respect to any further default of the same or a different nature; and no consent or waiver shall be deemed or construed to exist by reason of any curative action initiated by Mortgagee or any other course of conduct or in any other manner whatsoever except by a writing duly executed by Mortgagee, and then only for the single occasion to which such writing is addressed. In order to accelerate the maturity of the Loan because of Mortgagor's failure to pay any tax, assessment, insurance premium, charge, liability, obligation or encumbrance upon the Premises as required by this Mortgage, or in order to accelerate because of any other default, Mortgagee shall not be required to pay the same or to advance funds to cure the default, notwithstanding Mortgagee's option under this Mortgage or any other Loan Document to do so; no such payment or advance by Mortgagee shall be deemed or construed a waiver of Mortgagee's right to accelerate the maturity of the Loan on account of such failure or other default.

14. In the event of any default in the performance of any of Mortgagor's covenants or agreements contained in this Mortgage or any other Loan Document or the violation of any term thereof, Mortgagee shall have the right (but in no event the obligation) at its option to cure the default or take any other action Mortgagee deems necessary or desirable to protect its security (including without limitation the payment of any taxes, assessments, insurance premiums, charges, liens or encumbrances required of Mortgagor under this Mortgage), without thereby waiving any rights or remedies otherwise available to Mortgagee. If Mortgagee shall elect to advance at any time any sum(s) for the protection of its security or for any other reason permitted or provided by any of the terms of this Mortgage or any other Loan Document, then such sum(s) shall be deemed Loan funds, shall be secured by this Mortgage and shall bear interest until paid at the "Default Rate" provided in the Note commencing on the date they are advanced by Mortgagee. If advanced by Mortgagee before the (natural or accelerated) maturity date of the Loan, such sum(s) shall be due and payable by Mortgagor on such maturity date or ten (10) days after Mortgagor first learns of the advance, whichever is earlier, but if advanced after the (natural or accelerated) maturity date, such sum(s) shall be due and payable immediately. Mortgagee's lien on the Premises for such advances shall be superior to any right or title to, interest in, or claim upon all or any portion of the Premises junior to the lien of this Mortgage. Without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion, Mortgagor shall not file for record any notice limiting the maximum principal amount that may be secured by this Mortgage to an amount less than the limit set forth in the future advance clause on the first page of this Mortgage.

15. In any action to foreclose this Mortgage, or upon the actual or threatened waste to any part of the Premises, Mortgagee shall have the right to apply without notice for the appointment of a receiver of the Premises and the rents and profits thereof, and Mortgagee shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due Mortgagee or the solvency of any Obligor. To the extent permitted by law, Mortgagor hereby waives any right to object to the appointment of a receiver as aforesaid and expressly consents that such appointment shall be made as an admitted equity and as a matter of absolute right to Mortgagee.

16. The rights and remedies of Mortgagee under this Mortgage or any other Loan Document or applicable law shall be cumulative and concurrent and may be pursued separately, successively or together against any Obligor(s), the Premises, any other collateral for the Loan, or any one or more of the foregoing, all at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise, all to the maximum extent permitted by law. Mortgagee's pursuit of any remedy shall not preclude pursuit of any other remedy until Mortgagee shall have recovered all sums due Mortgagee, together with the appropriate interest thereon and all costs of collection, including attorney's fees and appellate attorney's fees, with interest thereon. Neither Mortgagor nor anyone claiming through or under Mortgagor shall set up, claim or seek to take advantage of any appraisal, valuation, stay, moratorium, extension, exemption or redemption laws, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the sale of the Premises. To the

maximum extent permitted by law, the Obligors, for themselves and all who may claim through or under any of them, hereby severally waive the benefit of all such laws and waive any and all rights to have the Premises or any other collateral for the Loan marshalled upon any foreclosure of this Mortgage or any other instrument securing the Loan, and hereby severally agree that the Premises and any such other collateral may be sold as an entirety or in such parcels, in such manner and in such order as Mortgagee in its sole discretion may elect. In the event that Mortgagor should seek protection under the U.S. Bankruptcy Code, or should Mortgagor be adjudicated a Debtor thereunder, Mortgagor hereby consents to relief from the automatic stay pursuant to 11 USC §362(d) to allow Mortgagee to proceed to, and obtain, a final judgment of foreclosure of this Mortgage, to complete a foreclosure sale pursuant thereto, to cause the issuance of a certificate of title pursuant thereto, and to otherwise take all such actions as Mortgagee may elect in its sole discretion in pursuance of the other rights and remedies available to Mortgagee in the case of a default under this Mortgage. Mortgagor hereby waives any protection under 11 U.S.C. §362(a).

17. Mortgagor shall pay any and all costs, expenses and attorney's fees incurred by Mortgagee (regardless of whether in connection with any action, proceeding or appeal) to sustain the lien of this Mortgage or its priority, to protect or enforce any of Mortgagee's rights under this Mortgage or under any other Loan Document, to recover any indebtedness secured hereby, to contest or collect any award or payment in connection with the taking or condemnation of all or any part of the Premises, or for any title examination or abstract preparation or title insurance policy relating to the Property, and all such sums shall bear interest, shall be paid and shall be secured as provided in paragraph 14.

18. Notwithstanding any taking by eminent domain, any alteration of the grade of any street, or any other injury to or decrease in value of the Premises or any portion thereof caused by any public or quasi-public authority or person, Mortgagor shall continue to pay interest on the Loan and all other sum(s) secured hereby until Mortgagee shall have actually received the award or payment for such taking or alteration or injury and shall have applied the same against the Loan. Mortgagee at its option may retain any such award or payment and apply all or part of the same toward payment of the Loan (in any order of priority Mortgagee may deem appropriate in its sole discretion), or Mortgagee may disburse all or part of such award or payment to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking or alteration or injury, or for any other purpose or object satisfactory to Mortgagee in its sole discretion. If all of the Property is so taken but the award or payment therefor received by Mortgagee is insufficient to pay in full all sums then secured by this Mortgage, then at Mortgagee's option the unpaid balance shall be immediately due and payable.

19. If at any time the State of Florida shall determine that the intangible tax paid in connection with this Mortgage is insufficient or that the documentary stamps affixed hereto are insufficient, and that additional intangible tax should be paid or that additional stamps should be affixed, then Mortgagor shall pay for the same, together with any interest or penalties imposed in connection with such determination, and Mortgagor hereby agrees to indemnify and hold Mortgagee harmless therefrom. If any such sums shall be advanced by Mortgagee, they shall bear interest, shall be paid and shall be secured as provided in paragraph 14.

20. If any federal, state or local law shall hereafter be enacted which (a) for the purpose of ad valorem taxation shall deduct the amount of any lien from the value of real property, or (b) shall impose on Mortgagee the payment of all or any part of the taxes or assessments or charges required to be paid hereunder by Mortgagor, or (c) shall change in any way the laws for the taxation of mortgages or debts secured thereby or Mortgagee's interest in the Premises, or shall change the manner of collecting such taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then upon demand Mortgagor shall pay such taxes or assessments or charges imposed on Mortgagee or shall reimburse Mortgagee therefor; provided, however, that if in the opinion of Mortgagee's counsel the requirement that Mortgagor make such payments might be unlawful or might result in the imposition of interest in excess of the maximum lawful




rate, then Mortgagee shall have the right to declare the Loan and all other sums secured hereby to be due and payable thirty (30) days after notice thereof to Mortgagor.

21 This Mortgage is a "security agreement" and creates a "security interest" in favor of Mortgagee as a "secured party" with respect to all property included in the Premises which is covered by the Uniform Commercial Code. Upon default under the Note, this Mortgage or any other Loan Document, Mortgagee may at its option pursue any and all rights and remedies available to a secured party with respect to any portion of the Premises so covered by the Uniform Commercial Code, or Mortgagee may at its option proceed as to all or any part of the Premises in accordance with Mortgagee's rights and remedies in respect of real property. Mortgagor and Mortgagee agree that the mention of any portion of the Premises in a financing statement filed in the records normally pertaining to personal property shall never derogate from or impair in any way their declared intention that all items of collateral described in this Mortgage are part of the real estate encumbered hereby to the fullest extent permitted by law, regardless of whether any such item is physically attached to the improvements or whether serial numbers are used for the better identification of certain items of Equipment. Specifically, the mention in any such financing statement of (a) the rights in or the proceeds of any insurance policy, (b) any award in eminent domain proceedings for a taking or for loss of value, (c) Mortgagor's interest as lessor in any present or future lease or right to income growing out of the use or occupancy of the Property or improvements thereto, whether pursuant to lease or otherwise, or (d) any other item included in the definition of the Premises, shall never be construed to alter any of the rights of Mortgagee as determined by this Mortgage or to impugn the priority of Mortgagee's lien and security interest with respect to the Premises; such mention in a financing statement is declared to be for the protection of Mortgagee in the event any court shall hold that notice of Mortgagee's priority of interest with respect to any such portion of the Premises must be filed in the Uniform Commercial Code records in order to be effective against or to take priority over any particular class of persons, including but not limited to the federal government and any subdivision or instrumentality of the federal government. This Mortgage or a carbon, photographic copy or other reproduction hereof or of any financing statement shall be sufficient as a financing statement.

22 Any payment made in accordance with the terms of the Note or this Mortgage by any person at any time liable for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage, by any subsequent owner of the Premises, or by any other person whose interest in the Premises might be prejudiced in the event of a failure to make such payment (or by any partner, stockholder, officer or director of any such person), shall be deemed, as between Mortgagee and all such persons who at any time may be so liable or may have an interest in the Premises, to have been made on behalf of all such persons. Mortgagee's acceptance of any payment which is less than full payment of all amounts then due and payable to Mortgagee, even if made by one other than the person liable therefor, shall not constitute a waiver of any rights or remedies of Mortgagee.

23 Mortgagor consents and agrees that, at any time and from time to time without notice, (a) Mortgagee and the owner(s) of any collateral then securing the Loan may agree to release, increase, change, substitute or exchange all or any part of such collateral, and (b) Mortgagee and any person(s) then primarily liable for the Loan may agree to renew, extend or compromise the Loan in whole or in part or to modify the terms of the Loan in any respect whatsoever. Mortgagor agrees that no such release, increase, change, substitution, exchange, renewal, extension, compromise or modification, no sale of the Premises or any part thereof, no forbearance on the part of Mortgagee, nor any other indulgence given by Mortgagee (whether with or without consideration) shall relieve or diminish in any manner the liability of any Obligor, nor adversely affect the priority of this Mortgage, nor limit or prejudice or impair any right or remedy of Mortgagee. All Obligors and all those claiming by, through or under any of them hereby jointly and severally waive any and all right to prior notice of, and any and all defenses or claims based upon, any such release, increase, change, substitution, exchange, renewal, extension, compromise, modification, sale, forbearance or indulgence.



24 This Mortgage shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, excepting only that federal law shall govern to the extent it may permit Mortgagee to charge, from time to time, interest on the Loan at a rate higher than may be permissible under applicable Florida law.

25 In no event shall any agreed to or actual exaction charged, reserved or taken as an advance or forbearance by Mortgagee as consideration for the Loan exceed the limits (if any) imposed or provided by the law applicable from time to time to the Loan for the use or detention of money or for forbearance in seeking its collection; Mortgagee hereby waives any right to demand any such excess. In the event that the interest provisions of the Note or any exactions provided for in the Note, this Mortgage or any other Loan Document shall result at any time or for any reason in an effective rate of interest that transcends the maximum interest rate permitted by applicable law (if any), then without further agreement or notice the obligation to be fulfilled shall automatically be reduced to such limit and all sums received by Mortgagee in excess of those lawfully collectible as interest shall be applied against the principal of the Loan immediately upon Mortgagee's receipt thereof, with the same force and effect as though the payor had specifically designated such extra sums to be so applied to principal and Mortgagee had agreed to accept such extra payment(s) as a premium-free prepayment or prepayments.

26 Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

27 Mortgagee and any persons authorized by Mortgagee shall have the right, from time to time at the discretion of Mortgagee, to enter and inspect the Premises. At any time after default under the terms of the Note, this Mortgage or any other Loan Document, if any of the buildings, improvements or Equipment now or hereafter located on or in the Property shall be unprotected or unguarded, or if any improved portion of the Property shall be allowed to remain vacant or deserted, then at its option Mortgagee may employ watchmen for the Property and expend any monies deemed necessary by Mortgagee to protect the Property and the buildings, improvements and Equipment thereon from waste, vandalism and other hazards, depredation or injury, and any sums expended by Mortgagee for such purpose shall bear interest, shall be paid and shall be secured as provided in paragraph 14.

28 Mortgagor agrees that the management of the Premises shall be conducted at all times by Mortgagor or by such other professional property management organization as Mortgagee shall approve in writing, which Mortgagee may grant or withhold in its sole discretion. At any time after default under the Note, this Mortgage or any other Loan Document, if Mortgagee shall determine in its sole discretion that the management or maintenance of the Premises is unsatisfactory, then Mortgagor shall employ as managing agent of the Premises such person(s) as Mortgagee may designate from time to time, at Mortgagor's sole expense and for the duration of the default. Any sums advanced by Mortgagee in connection with such managing agent shall bear interest, shall be paid and shall be secured as provided in paragraph 14.

29 Mortgagor shall deliver to Mortgagee or its designated agent any abstract or abstracts of title now owned or hereafter acquired by Mortgagee covering the Property as further security for the Loan, which abstract(s) shall remain in the possession of Mortgagee or its agent at all times until all sums secured by this Mortgage are paid in full. In the event of a foreclosure of this Mortgage or other transfer of title to the Premises, all right, title and interest of Mortgagor in and to such abstract(s) of title shall pass to the foreclosure purchaser or other transferee.

30 In the event Mortgagee shall be named as a party to any lawsuit brought at any time involving any Obligor or with respect to the Premises, this Mortgage or the Loan, or if Mortgagee shall incur any costs or expenses in connection with any lawsuit involving any Obligor or the Premises in which Mortgagee is not a party (i.e., if Mortgagee is called upon to produce documentation, information, or to provide testimony), then regardless of the type or merits of such lawsuit, Mortgagor shall defend



Mortgagee and indemnify and hold Mortgagee fully harmless from, and shall reimburse Mortgagee for any and all claims, demands, damages, liabilities, judgments, losses, costs, expenses and attorney's fees incurred by Mortgagee and arising out of or resulting from any such lawsuit or any appeal in connection therewith, including all internal costs for time incurred by Mortgagee's officers and other employees calculated at Mortgagee's standard rates (which are available to Mortgagor upon Mortgagor's request). This provision shall survive the satisfaction or other termination of this Mortgage.

31 Mortgagee is hereby subrogated (a) to the lien(s) of each and every mortgage, lien or other encumbrance on all or any part of the Premises which is fully or partially paid or satisfied out of the proceeds of the Loan, and (b) to the rights of the owner(s) and holder(s) of any such mortgage, lien or other encumbrance. The respective rights under and priorities of all such mortgages, liens or other encumbrances shall be preserved and shall pass to and be held by Mortgagee as security for the Loan, to the same extent as if they had been duly assigned by separate instrument of assignment and notwithstanding that the same may have been cancelled and satisfied of record.

32 In order to induce Mortgagee to make the Loan, Mortgagor represents and warrants that: (a) except as previously or concurrently disclosed in writing to Mortgagee, there are no actions, suits or proceedings pending or threatened against or affecting any Obligor or any portion of the Premises, or involving the validity or enforceability of this Mortgage or the priority of its lien, before any court of law or equity or any tribunal, administrative board or governmental authority, and no Obligor is in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; (b) the execution and delivery of the Note, this Mortgage and all other Loan Documents do not and shall not (i) violate any provisions of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award applicable to any Obligor, nor (ii) result in a breach of, or constitute a default under, any indenture, bond, mortgage, lease, instrument, credit agreement, undertaking, contract or other agreement to which any Obligor is a party or by which any of them or their respective properties may be bound or affected; (c) the Note, this Mortgage and all other Loan Documents constitute valid and binding obligations of the Obligor(s) executing the same, enforceable against such Obligor(s) in accordance with their respective terms; (d) all financial statements of the Obligors previously delivered to Mortgagee have been prepared in accordance with generally accepted accounting principles consistently applied and fairly present the correct respective financial conditions of the Obligors as of their respective dates, and the foregoing shall be true with respect to all financial statements of the Obligors delivered to Mortgagee hereafter; (e) there is no fact that the Obligors have not disclosed to Mortgagee in writing that could materially adversely affect their respective properties, businesses or financial conditions or the Premises or any other collateral for the Loan; (f) the Obligors have duly obtained all permits, licenses, approvals and consents from, and made all filings with, any governmental authority (and the same have not lapsed nor been rescinded or revoked) which are necessary in connection with the execution or delivery or enforcement of this Mortgage or any other Loan Document or the performance of any Obligor's obligations thereunder; (g) the proceeds of the Loan are not being used to purchase or carry any "margin stock" within the meaning of Regulation "U" of the Board of Governors of the Federal Reserve System, nor to extend credit to others for that purpose; and (h) each extension of credit secured by this Mortgage is exempt from the provisions of the Federal Consumers Credit Protection Act (Truth-in-Lending Act) and Regulation "Z" of the Board of Governors of the Federal Reserve System, because Mortgagor is a person fully excluded therefrom, and/or because said extension of credit is only for business or commercial purposes of Mortgagor and is not being used for personal, family, household or agricultural purposes. Mortgagor acknowledges and agrees that Mortgagee is relying on the representations and warranties in this Mortgage and all other Loan Documents as a precondition to making the Loan, and that all such representations and warranties shall survive the closing of the Loan and any bankruptcy proceedings.

33 If Mortgagor is a corporation, partnership or other business entity, then Mortgagor hereby represents and warrants, in order to induce Mortgagee to make the Loan, that: (a) Mortgagor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its creation and the state of Florida; (b) Mortgagor has all

requisite power and authority (corporate or otherwise) to conduct its business, to own its properties, to execute and deliver the Note and this Mortgage and all other Loan Documents, and to perform its obligations under the same; (c) the execution, delivery and performance of the Note, this Mortgage and all other Loan Documents have been duly authorized by all necessary actions (corporate or otherwise) and do not require the consent or approval of Mortgagor's stockholders (if a corporation) or of any other person or entity whose consent has not been obtained; and (d) the execution, delivery and performance of the Note, this Mortgage and all other Loan Documents do not and shall not conflict with any provision of Mortgagor's by-laws or articles of incorporation (if a corporation), partnership agreement (if a partnership) or trust agreement or other document pursuant to which Mortgagor was created and exists.

34. a Hazardous Waste. "Hazardous Waste" as used herein shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.

b Representations and Warranties. Mortgagor specifically represents and warrants that the use and operation of the Premises comply with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the Premises, and there are not now nor shall there be at any time any releases or discharges from the Premises.

c Indemnification. (i) Mortgagor hereby agrees to indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including attorneys' fees for attorneys of Mortgagee's choice, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Waste (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including attorney's fees for attorneys of Mortgagee's choice, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local "Superfund" or "Superlien" laws, and any and all other statutes, laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any hazardous waste), regardless of whether within Mortgagor's control. (ii) The aforesaid indemnification and hold harmless agreement shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this Mortgage or the indebtedness, and, without limiting the generality of the foregoing such obligations shall continue for the benefit of Mortgagee and any subsidiary of Mortgagee during and following any possession of the Premises hereby or any ownership of the Premises thereby, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.

d Notice of Environmental Complaint. If Mortgagor shall receive any notice of: (i) the happening of any material event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous Waste on the Land or Premises in connection with Mortgagor's operations thereon; or (ii) any complaint, order, citation or material notice with regard to air emissions, water discharges or any other environmental, health or safety matter affecting Mortgagor (an "Environmental Complaint") from any

person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of said notice.

e Mortgagee's Reserved Rights. In the event of receipt of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Premises or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint following receipt of any notice from any person or entity having jurisdiction asserting the existence of any Hazardous Waste or an Environmental Complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other action against Mortgagor and/or which, in Mortgagee's sole opinion, could jeopardize its security under this Mortgage. All reasonable costs and expenses incurred by Mortgagee in the exercise of any such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand.

f Environmental Audits. If Mortgagee shall have reason to believe that Hazardous Waste has been discharged on the Premises, Mortgagee shall have the right, in its sole discretion, to require Mortgagor to perform periodically to Mortgagee's satisfaction (but not more frequently than annually unless an Environmental Complaint shall be then outstanding), at Mortgagor's expense, an environmental audit and, if deemed necessary by Mortgagee, an environmental risk assessment of: (i) the Premises; (ii) hazardous waste management practices and/or (iii) Hazardous Waste disposal sites used by Mortgagor. Said audit and/or risk assessment must be by an environmental consultant satisfactory to Mortgagee. Should Mortgagor fail to perform any such environmental audit or risk assessment within thirty (30) days after Mortgagee's request, Mortgagee shall have the right to retain an environmental consultant to perform such environmental audit or risk assessment. All costs and expenses incurred by Mortgagee in the exercise of such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand.

g Breach. Any breach of any warranty, representation or agreement contained in this Section shall be an Event of Default and shall entitle Mortgagee to exercise any and all remedies provided in this instrument, or otherwise permitted by law.

35. In addition to the Loan, this Mortgage is given to secure any and all obligations and liabilities of Mortgagor and/or any other Obligor, to Mortgagee, including but not limited to any obligations and/or liabilities arising by virtue of any security agreement, promissory note or other agreement between Mortgagor and/or any other Obligor and Mortgagee, and for all other obligations of said parties to Mortgagee, whether contingent or absolute, direct or indirect, whether joint or several and regardless of however or whenever created. At the option of Mortgagee at any time, any or all of such indebtedness may be deemed a future advance made under this Mortgage.

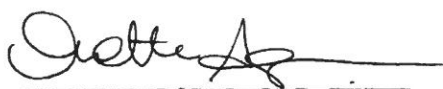
36. Whenever the context of any provision of this Mortgage shall so require, words in the singular shall include the plural, words in the plural shall include the singular, and pronouns of any gender shall include the other genders. Captions and headings in this Mortgage are for convenience only and shall not affect its interpretation. All references in this Mortgage to Exhibits, Schedules, paragraphs and subparagraphs refer to the respective subdivisions of this Mortgage, unless the reference expressly identifies another document. Wherever used in this Mortgage, unless the context clearly indicates a contrary intention or unless this Mortgage specifically provides otherwise: (a) the term "Mortgagor" shall mean "Mortgagor or any subsequent owner or owners of the Premises"; (b) the term "Mortgagee" shall mean "Mortgagee or any subsequent holder(s) of this Mortgage"; (c) the term "Note" shall mean "the Note, any renewal notes and any additional notes hereafter to be issued and secured by this Mortgage pursuant to the future advance provision hereof"; (d) the term "Loan" shall mean "the Loan and any future or additional advances made by Mortgagee from time to time for any reason permitted or provided by the terms of this Mortgage or any other Loan Document"; and (e) the term "person" shall mean "an individual, corporation, partnership, limited partnership, unincorporated association, joint stock corporation, joint venture or other legal entity".

37. Time is of the essence of all provisions of this Mortgage. Mortgagor hereby waives all right of homestead exemption (if any) in the Premises. If Mortgagor consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several, and wherever the term "Mortgagor" is used it shall be deemed to refer to such persons jointly and severally. If Mortgagor is a partnership, then all general partners in Mortgagor shall be liable jointly and severally for the covenants, agreements, undertakings and obligations of Mortgagor in connection with the Loan, notwithstanding any contrary provision of the partnership laws of the State of Florida. This Mortgage shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, and it shall inure to the benefit of Mortgagee and its successors and assigns and to the benefit of Mortgagor and Mortgagor's heirs, personal representatives and permitted successors and assigns. This Mortgage may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one instrument. This Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

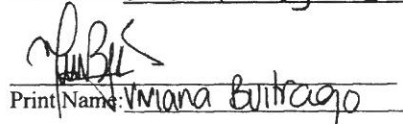
38. MORTGAGOR AND MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. MORTGAGOR ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE MORTGAGEE IN EXTENDING CREDIT TO THE MORTGAGOR, THAT THE MORTGAGEE WOULD NOT HAVE EXTENDED SUCH CREDIT WITHOUT THIS JURY TRIAL WAIVER, AND THAT MORTGAGOR HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER.

WITNESS the due execution hereof as of the date first above written.

Signed, sealed and delivered in  
the presence of these witnesses:




Print Name: Ivette Aguiar



Print Name: Mariana Bultrago

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

SIMEON INTERNATIONAL, INC.,  
a Florida corporation

By:   
ALFREDO SAMPAYO SESTO,  
President

Address: 13347 SW 142<sup>nd</sup> Terrace  
Miami, FL 33186

The foregoing instrument was acknowledged before me on November 21, 2011, by ALFREDO SAMPAYO SESTO, as President of SIMEON INTERNATIONAL, INC., a Florida corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced a Florida Driver's License, as identification.



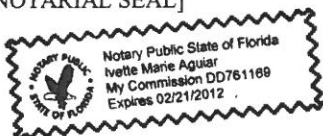
Notary Public, State of Florida

At Large

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]





STATE OF FLORIDA UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON Odoardo Sbarra, Executive Vice President, First Bank of Miami, (305) 444-1140	
B. SEND ACKNOWLEDGEMENT TO: Name Michael C. Slotnick, Esq. Address 1255 West 49th Street Address City/State/Zip Hialeah, FL 33012	

CFN 2012R0011694  
OR Bk 27953 Pgs 2370 - 2372 (3pgs)  
RECORDED 01/06/2012 13:52:33  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME Simeon International, Inc.				
1.b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1.c MAILING ADDRESS Line One 13347 SW 142nd Terrace		This space not available		
MAILING ADDRESS Line Two		CITY Miami	STATE FL	POSTAL CODE 33186 COUNTRY
1.d TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	1.e TYPE OF ORGANIZATION corporation	1.f JURISDICTION OF ORGANIZATION Florida	1.g ORGANIZATIONAL ID# G55103 <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME				
2.b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2.c MAILING ADDRESS Line One		This space not available		
MAILING ADDRESS Line Two		CITY	STATE	POSTAL CODE COUNTRY
2.d TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	2.e TYPE OF ORGANIZATION	2.f JURISDICTION OF ORGANIZATION	2.g ORGANIZATIONAL ID# <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME FIRST BANK OF MIAMI, a Florida banking corporation				
3.b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3.c MAILING ADDRESS Line One 255 Aragon Avenue, 3rd Floor		This space not available		
MAILING ADDRESS Line Two		CITY Coral Gables, FL	STATE FL	POSTAL CODE 33134 COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

5. ALTERNATE DESIGNATION (if applicable)	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR
	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING	<input type="checkbox"/> SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

<input checked="" type="checkbox"/> All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.
<input type="checkbox"/> Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

STANDARD FORM - FORM UCC-1 (REV.01/2009)

Filing Office Copy

Approved by the Secretary of State, State of Florida

**EXHIBIT "A" TO FINANCING STATEMENT  
(FORM UCC-1)**

The mortgage from the Debtor, granted as to that real property as identified herein, in favor of the Secured Party of even date herewith ("Mortgage") shall serve as the security agreement for this financing statement. This financing statement covers the following types and items of property: all of Debtor's property rights of any kind whatsoever, whether personal, mixed or otherwise, which are located at, or which are used in connection with or arise out of the conduct of the Debtor's business related to that certain parcel or real estate situate in Miami-Dade County, Florida and legally described as follows ("Property"):

Tract "A", PHILLIP'S TRACT, according to the Plat thereof, as recorded in Plat Book 86, at Page 10, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 31, Township 53 South, Range 41 East of Miami-Dade County, Florida, thence run West, along the South line of said Section 31, being the centerline of N.W. 7<sup>th</sup> Street, for a distance of 190.00 feet; thence run N 1°38'30" E, parallel to the East line of said Section 31, for a distance of 40.02 feet to a point on the North Right-of-Way line of N.W. 7<sup>th</sup> Street, being the Point of Beginning.

From said Point of Beginning, thence run East, along the North Right-of-Way line of N.W. 7<sup>th</sup> Street and along a line 40 feet North of and parallel to the South line of said Section 31, for a distance of 150.71 feet to a point of curvature of a circular curve to the left; thence run Northeasterly along the arc of said curve to the left, having for its elements a central angle of 88°21'30", a radius of 25 feet, for an arc distance of 38.55 feet to the point of tangency of said curve; thence run N 1°38'30" E along the proposed West Right-of-Way line of N.W. 47<sup>th</sup> Avenue, being a line 15 feet West of and parallel to the East line of said Section 31, for a distance of 125.71 feet; thence run West, parallel to the South line of said Section 31, for a distance of 175.00 feet; thence run S 1°38'30" W, parallel to the East line of said Section 31, for a distance of 150.00 feet to the Point of Beginning.

including without limitation the following:

- A. All buildings, structures and improvements now or hereafter situated upon the Property; the abstract of title covering the Property; all and singular the tenements, hereditaments, easements, and appurtenances belonging or in any way appertaining to the Property; the rents, issues, revenues and profits of the Property; all the estate, right, title, interest, and all claims and demands whatsoever, as well in law as in equity of the Debtor in and to the Property, and every part and parcel thereof; the hazard insurance policy covering the Property together with any and all extensions and replacements thereof, and any and all rights thereunder; and any and all rights of subrogation provided by the Mortgage, or arising thereunder; monies in any escrow accounts established or accrued pursuant to the Mortgage; any property or other thing for value acquired with or paid for by any future or further advances pursuant to the Mortgage;
- B. Any and all tangible property (collectively, the "Fixtures") now or hereafter owned by Debtor and now or hereafter located at, affixed to, placed upon or used in connection with the Property or any present or future improvements thereon, including without limitations: all appliances, fixtures, conduits and systems for generating or distributing air, water, heat, air conditioning, electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage or garbage, or for fire prevention or extinguishing; all elevators, escalators, lifts and dumb-waiters; all motors, engines, generators, compressors, pumps, lift stations, tanks, boilers, water heaters, furnaces and incinerators used or useful in connection with



any of the property described in this paragraph; all installations, partitions, shelving, cabinets, lockers, vaults and wall safes; all carpets, carpeting, rugs, under padding, linoleum, tiles, mirrors, wall coverings, windows, storm doors, awnings, canopies, shades, screens, blinds, draperies and related hardware, chandeliers and light fixtures; all plumbing, sinks, basins, toilets, faucets, pipes, sprinklers, disposals, laundry appliances, and kitchen appliances; all alarm, safety, electronic, telephone, music, entertainment and communications systems; all janitorial, maintenance, cleaning, window washings, vacuuming, landscaping, pool and recreational equipment and supplies; and any other items of property, wherever kept or stored, if acquired by Debtor with the intent of incorporating them in and/or using them in connection with the Property or any improvements to the Property; together also with all additions thereto and replacements and proceeds thereof;

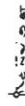
- C. (a) Any and all awards or payments, including interest thereon and the right to receive the same, growing out of or resulting from any exercise of the power of eminent domain (including the taking of all or any part of the Property and/or the Fixtures), or any alteration of the grade of any street upon which the Property abuts, or any other injury to, taking of, or decrease in the value of the Property and/or the Fixtures or any part thereof; (b) any unearned premiums on any hazard, casualty, liability, flood or other insurance policy carried for the benefit of Debtor and/or Secured Party with respect to the Property and/or the Fixtures together with the right to receive any payment, award of proceeds payable to Debtor under said insurance policies; (c) all rights of Debtor in and to all supplies and materials delivered to or located upon the Property or elsewhere and used or usable in connection with the construction or refurbishing of improvements on the Property; and (d) all rights of Debtor in, to, under, by virtue of, arising from or growing out of any and all present or future contracts, instruments, accounts, insurance policies, permits, licenses, tradenames, plans, appraisals, reports, paid fees, choses-in-action, subdivision restrictions or declaration or other intangibles whatsoever now or hereafter dealing with, affecting or concerning the Property, the improvements thereto, or any portion thereof or interest therein, including but not limited to: (i) all license and franchise agreements, and any and all modifications, amendments, extensions, renewals and substitution thereof, (ii) all liquor licenses, (iii) all governmental permits and/or licenses issued in connection with the use, operation and/or occupancy of any improvements on the Property and any business operations conducted thereon, (iv) all contracts, plans and permits for or related to the Property or its development or the construction or refurbishing of improvements on the Property, (v) any agreements for the provision of utilities to the Property, (vi) all payment, performance and/or other bonds, (vii) any contracts now existing or hereafter made for the sale by Debtor of all or any portion of the Property and/or the Fixtures, including any deposits paid by any purchasers (howsoever such deposits may be held) and any proceeds of such sales contracts, including any purchase money notes and mortgages made by such purchasers, and (viii) any declaration of condominium, restrictions, covenants, easements or similar documents now or hereafter recorded against the title to all or any portion of the Property; and
- D. All of Debtor's rights to enter into any lease agreement regarding all or any part of the Property, and all of Debtor's rights to encumber the Property further for debt.

Exhibit "A" - Page 2 of 2

01.98

DATE: SEPT. 1968

SCALE IN FEET



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 08-09-2007 BY SP6 BTJ/bjs

GPO : 1977 O - 570-011

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STRENGTH OF THE  
FIBER

THE UNIVERSITY OF CHICAGO

1. THE CHINESE WOMAN IN AMERICA

BEING THE CORNER OF N 7<sup>th</sup> STREET FOR A DISTANCE

How is becoming of the text A as given in the text

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1. The first part of the paper is devoted to a review of the literature on the topic of the role of the state in the development of the economy. It is found that the state has played a significant role in the development of the economy in many countries, particularly in the case of the United States. The state has been involved in the provision of public goods, the regulation of the economy, and the provision of social services. The role of the state has been particularly important in the case of the United States, where the state has been involved in the provision of public goods, the regulation of the economy, and the provision of social services. The role of the state has been particularly important in the case of the United States, where the state has been involved in the provision of public goods, the regulation of the economy, and the provision of social services.

Very favorable to the cause of our country, Sir. A

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THE EXPLANATIONS OF THE PROBLEMS OF THE ECONOMY ARE NOT THE SAME IN ALL COUNTRIES.

[illegible][illegible]

K.ATTORNS, THERE SUCCESSORS AND A. J. 12, THE UNIVERSITY OF CALIFORNIA

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LAST TRACT A, AS SHOWN ON THE AT, MAP, SHOWS  
CHURCH ONE BEHIND THE CHURCH BUILDING

RECEIVED FOR IMMIGRATION, BUREAU OF AIR CARRIER REGISTRATION

ATTN: AIR INFORMATION OF PUBLIC: LYN. TROB

STATE FUND TO BE HEREIN APPLICABLE AND ATTACHED TO BE

ATTN:ST  
Terry Waul, Sr.  
Terry Waul, Sr.  
BY [Signature]  
A-10086

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A further and more important subject is the "Mental Hygiene" movement.

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Please do not include any special characters in the name, address, and e-mail field such as #, &, hyphens, comma, dashes.

**We have moved. Our new address is:**  
**200 NW 2nd Ave, Miami, FL 33128**

The information contained herein does not constitute a title search or property ownership.





2015 2nd Quarter Tax Bills are Payable on September 1, 2015.

## Bill History — Real Estate Account At 4701 NW 7 ST, Miami 33126-2201

Real Estate Account #01-3131-013-0010

[Parcel details](#) [Latest bill](#) [Full bill history](#)

Amounts as of 09/02/2015

Bill	Balance		
 2014 Annual Bill	\$0.00	12/16/2014	Paid \$20,510.68 Receipt #ECHECK-15-084513
 2013 Annual Bill	\$0.00	03/25/2014	Paid \$21,878.96 Receipt #ECHECK-14-115092
			Processed Refund: Amount \$3,916.31 Refunding To sunshine gasoline
			Mailed To
			1650 nw 87 ave
			doral, FL 33172
			Correction 09/09/2014
			Refund Processed 09/15/2014
			Check Number 432872
			Refund Check Status Cleared
 2012 Annual Bill	\$0.00	12/04/2012	Paid \$18,155.67 Receipt #20121204-6014-0000301
			Effective 11/30/2012
			Processed Refund: Amount \$1,183.48 Refunding To SIMEON INTERNATIONAL INC % RAIMUNDO PADRON
			Mailed To
			13347 SW 142 TERR
			MIAMI, FL 33186-8342
			Correction 12/03/2013
			Refund Processed 03/31/2014
			Check Number 371871
			Refund Check Status Cleared
 2011 Annual Bill	\$0.00	11/29/2011	Paid \$18,847.00 Receipt #20111129-6000-0000143
			Processed Refund: Amount \$3,391.76 Refunding To SIMEON INTERNATIONAL INC
			Mailed To
			13347 SW 142 TERR
			MIAMI, FL 33186
			Correction 08/31/2012
			Refund Processed 11/01/2013
			Check Number 291273
			Refund Check Status Cleared
 2010 Annual Bill	\$0.00	11/24/2010	Paid \$17,706.64 Receipt #20101124-6003-0000171
 2009 Annual Bill	\$0.00	11/19/2009	Paid \$14,901.13 Receipt #20091119-1033-0000259
 2008 Annual Bill	\$0.00	01/02/2009	Paid \$15,073.21 Receipt #20090102-6004-0000311
			Effective 12/31/2008
 2007 Annual Bill	\$0.00	11/13/2007	Paid \$14,358.67 Receipt #20071113-1008-0000457
			Processed Refund: Amount \$1,055.57 Refunding To SIMEON INTERNATIONAL INC
			Mailed To
			13347 SW 142 TERR
			MIAMI, FL 33186
			Correction 03/13/2008
			Refund Processed 10/30/2008

			Check Number 2169995
			Refund Check Status Sent
 2006 Annual Bill	\$0.00	11/27/2006	Paid \$13,116.40 Receipt #20061127-1033-0000177
 2005 Annual Bill	\$0.00	11/25/2005	Paid \$13,658.29 Receipt #20051125-1027-0000025
Processed Refund:			Amount \$1,085.06 Refunding To SIMEON INTERNATIONAL INC
			Mailed To
			925 SW 122ND AVE
			MIAMI, FL 33184
			Correction 04/27/2006
			Refund Processed 06/19/2006
			Check Number 1158591
			Refund Check Status Sent
<b>Total Balance</b>	<b>\$0.00</b>		

Amounts as of 09/02/2015



# B BENNARDO LEVINE LLP

BUSINESS • LABOR & EMPLOYMENT  
REAL ESTATE • WILLS, TRUSTS & ESTATES

CRISTOFER A. BENNARDO<sup>1</sup>  
DANIEL R. LEVINE<sup>1</sup>  
LAURA J. COHEN<sup>1</sup>

<sup>1</sup>MEMBER FL AND PA BAR  
<sup>1</sup>BOARD CERTIFIED SPECIALIST  
IN LABOR & EMPLOYMENT LAW  
<sup>1</sup>LL.M. IN TAXATION

July 1, 2014

Isabel C. Martin, PE  
Handex Consulting & Remediation, LLC  
6555 Powerline Road, Suite 309  
Fort Lauderdale, FL 33309

Re: 4701 NW 7th St, Miami, FL 33126

Dear Isabel:

You have requested a title search of the above property.

The undersigned has reviewed the Chain of Title and the Public Records through May 8, 2014 and finds that the following described property is presently owned by Simeon International Inc., pursuant to that certain Quit Claim Deed recorded September 21, 1983, in Official Records Book 11913, Page 1750, of the Public Records of Miami-Dade County, Florida (copy enclosed as Exhibit A, attached hereto and made a part hereof) (the "Property"):

Parcel ID No.: 01-3131-013-0010

Parcel Description:

**See Attached Exhibit "A"**

As of May 8, 2014, the Property was encumbered by the following mortgage:

Florida Real Estate Mortgage and Assignment of Leases and Rents and Security Agreement to First Bank of Miami, mortgagee(s), recorded in Official Records Book 27953, Page 2352, of the Public Records of Miami-Dade County, Florida; and

UCC Financing Statement recorded in Official Records Book 27953, Page 2370, of the Public Records of Miami-Dade County, Florida.

The Property is further encumbered by the following:

Ad Valorem Real Property Tax and assessments for the year 2014 and subsequent years which are not yet due and payable;

All matters contained on the Plat of PHILLIP'S TRACT, as recorded in Plat Book 86, Page 10, of the Public Records of Miami-Dade County, Florida; and



Judgments and/or liens against Simeon International Inc., or a similar name, certified copies of which are recorded in the following Books and Pages: O.R. Book 26691, Page 1517, O.R. Book 26691, Page 13, O.R. Book 25844, Page 4349, O.R. Book 25638, Page 4545, O.R. Book 25458, Page 2573, O.R. Book 25143, Page 1778, O.R. Book 24842, Page 199, of the Public Records of Miami-Dade County, Florida.

This Title Search is prepared and provided to Handex Consulting & Remediation, LLC, for its purpose and for no other party. This search reflects only those matters as may appear on record and does not reflect possessory rights or matters that may appear on a survey of the property.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'CAB' or similar, written in a cursive style.

Cristofer A. Bennardo

**Exhibit "A"**

Tract "A" PHILLIP'S TRACT, according to the Plat thereof, as recorded in Plat Book 86, at Page 10, of the Public Records of Dade County, Florida, being more particularly described as follows: Commence at the Southeast corner of said Section 31, Township 53 South, Range 41 East of Dade County, Florida, thence run West along the South line of said Section 31, being the centerline of NW 7th Street, for a distance of 190.00 feet, thence run N 1° 38'30" E, parallel to the East line of said Section 31, for a distance of 40.02 feet to a point on the North Right-of-Way line of N.W. 7th Street, being the Point of Beginning.

From said Point of Beginning, thence run East, along the North Right-of-Way line of N.W. 7th Street and along a line 40 feet North of and parallel to the South line of said Section 31, for a distance of 150.71 feet to a point of curvature of a circular curve to the left, thence run Northeasterly along the arc of said curve to the left, having for its elements a central angle of 88° 21'30", a radius of 25 feet, for an arc distance of 38.55 feet to the point of tangency of said curve, thence run N 1° 38'30" E, along the proposed West Right-of-Way line of N.W. 47th Avenue, being a line 15 feet West of and parallel to the East line of said Section 31, for a distance of 125.71 feet, thence run West, parallel to the South line of said Section 31, for a distance of 175.00 feet, thence run S 1° 38'30" W, parallel to the East line of said Section 31, for a distance of 150.00 feet to the Point of Beginning.