



AGENDA

**REGULAR MEETING OF THE STUART CITY COMMISSION
NOVEMBER 25, 2024
AT 5:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

CITY COMMISSION

**Mayor Campbell Rich
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Laura Giobbi
Commissioner Sean Reed**

ADMINISTRATIVE

**City Manager, Michael J. Mortell
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel**

Agenda items are available on our website at <http://www.cityofstuart.us>
Phone: (772) 288-5306. Fax: (772) 288-5305. E-mail: mkindel@ci.stuart.fl.us

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation to attend this meeting should contact the City's ADA coordinator at 772-288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.

(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

CONSENT CALENDAR

1. MERGE OF BOA TO LPA ADVISORY BOARD (RC):

RESOLUTION No. 119-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MERGER OF THE CITY'S BOARD OF ADJUSTMENT WITH THE CITY'S LOCAL PLANNING AGENCY; AUTHORIZING THE TRANSFER OF THE DUTIES AND RESPONSIBILITIES OF THE CITY'S BOARD OF ADJUSTMENT TO THE CITY'S LAND PLANNING AGENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

2. AWARD ITB 2024-108: CITY OF STUART VETERANS MEMORIAL PARK PHASE-4 AMPHITHEATER PROJECT (RC):

RESOLUTION No. 121-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF INVITATION TO BID #2024-108, CITY OF STUART'S VETERANS MEMORIAL PARK PHASE 4 AMPHITHEATER PROJECT TO MCTEAGUE CONSTRUCTION CO INC. OF STUART, FLORIDA, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$2,557,284.40; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

3. OCEAN EAST MALL FINAL PLAT (RC):

RESOLUTION No. 125-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A PLAT TITLED "OCEAN EAST MALL" BEING A PLAT OF A PARCEL OF LAND LYING SOUTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 38 SOUTH, RANGE 41 EAST CITY OF STUART, MARTIN COUNTY, FLORIDA, AS SET FORTH IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 110 PAGE 355, MARTIN COUNTY, FLORIDA PUBLIC RECORDS, CONTAINING 11.24 ACRES, MORE OR LESS PREPARED BY ELIZABETH A. LINDSAY, FLORIDA PROFESSIONAL LAND SURVEYOR FLORIDA REGISTRATION NO. 4724; LICENSED BUSINESS NO. 6852 FOR OCEAN EAST MALL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

4. EXTENSION OF ZONING IN PROGRESS (RC):

RESOLUTION No. 120-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, EXTENDING THE "ZONING IN PROGRESS" UNDER SECTION 1.04.04, STUART LAND DEVELOPMENT CODE, AS AUTHORIZED IN RESOLUTION 95-2024, AS IT RELATES TO NEW DEVELOPMENT WITH THE EXCEPTION FOR SINGLE-FAMILY DWELLINGS, REQUESTS THAT DO NOT INCREASE THE DENSITY OR INTENSITY OF AN EXISTING USE OR STRUCTURE, OR ANY COMMERCIAL PROJECT THAT DOES NOT INCLUDE A RESIDENTIAL COMPONENT AND THAT DOES NOT INCREASE THE SQUARE FOOTAGE OF ANY STRUCTURE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

5. OPIOID SETTLEMENT EXPENDITURES, AED'S AND PSA (RC):

RESOLUTION No. 122-2024: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 3 TO THE FISCAL YEAR 2025 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FROM THE OPIOID SETTLEMENT TO PURCHASE AUTOMATED EXTERNAL DEFIBRILLATORS, OTHER FIRST AID SUPPLIES, AND CREATING A PUBLIC SERVICE ANNOUNCEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

6. SHOP WITH A COP EXPENDITURE (RC):

RESOLUTION No. 123-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 4 TO THE FISCAL YEAR 2025 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR SHOP WITH A COP; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

7. LEGISLATIVE PRIORITIES FOR THE 2025 LEGISLATIVE SESSION (RC):

RESOLUTION No. 116-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE ADOPTION OF LEGISLATIVE PRIORITIES FOR THE 2025 LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

DISCUSSION AND DELIBERATION

ADJOURNMENT

WHAT IS CIVILITY? Civility is caring about one's identity, needs and beliefs without degrading someone else's in the process. Civility is more than merely being polite. Civility requires staying "present" even with those persons with whom we have deep-rooted and perhaps strong disagreements. It is about constantly being open to hear, learn, teach and change. It seeks common ground as a beginning point for dialogue. It is patience, grace, and strength of character. Civility is practiced in our City Hall.

PUBLIC COMMENT: If a member of the public wishes to comment upon ANY subject matter, including quasi-judicial matters, please submit a Request to Speak form. These forms are available in the back of the Commission Chambers, and should be given to the City Clerk prior to introduction of the item number you would like to address.

CONSENT CALENDAR: Those matters included under the Consent Calendar are self-explanatory, non-

controversial, and are not expected to require review or discussion. All items will be enacted by one motion. If discussion on an item is desired by any City Commissioner that item may be removed by a City Commissioner from the Consent Calendar and considered separately. If an item is quasi-judicial it may be removed by a Commissioner or any member of the public from the Consent Calendar and considered separately.

QUASI-JUDICIAL HEARINGS: Some of the matters on the Agenda may be "quasi-judicial" in nature. City Commissioners will disclose all ex-parte communications, and may be subject to voir dire by any interested party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment without being sworn. Unsworn testimony will be given appropriate weight and credibility by the City Commission.

INVOCATION: Any invocation that may be offered at the opening of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

City Commission

Meeting Date: 11/25/2024

Prepared by: Mary Kindel

Title of Item:

MERGE OF BOA TO LPA ADVISORY BOARD (RC):

RESOLUTION No. 119-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MERGER OF THE CITY'S BOARD OF ADJUSTMENT WITH THE CITY'S LOCAL PLANNING AGENCY; AUTHORIZING THE TRANSFER OF THE DUTIES AND RESPONSIBILITIES OF THE CITY'S BOARD OF ADJUSTMENT TO THE CITY'S LAND PLANNING AGENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Historically, the Board of Adjustment held meetings monthly. Slowly, the City has identified and resolved the situations where it was necessary to grant waivers to the code in order for property owners to be deemed in compliance with the code. As a result, the demand for Board of Adjustment meetings has dropped to approximately one or two per year. Board members feel like they are given an appointment that really doesn't mean anything because of how little the board convenes. Members of the BOA may become disengaged due to the lack of participation. As a result, staff is recommending that the City Commission merge the responsibilities of the Board of Adjustment with the LPA. The City Commission will still appoint the LPA members, but when there is an issue that requires a Board of Adjustment hearing, it can just be added as an additional agenda item to the LPA agenda.

The Local Planning Agency (LPA) serves as an advisory board on planning and zoning matters, makes recommendations and regularly reviews items such as comprehensive plan amendments, zoning changes, and land use considerations.

The City recommends merging the BOA with the LPA to provide greater consistency in the review of zoning and planning matters, utilizing the LPA's established meeting schedule, and enhancing board efficiency. Staff believes combining the roles and responsibilities of the BOA with the LPA will streamline the process, reduce administrative redundancies, and ensure that the variance and appeal requests are reviewed in a timely and efficient manner by a volunteer board with experience reviewing projects.

Funding Source:

N/A

Recommended Action:

Approve Resolution No. 119-2024.

ATTACHMENTS:

1. R119-2024 BOA LPA Merge



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 119-2024

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA AUTHORIZING
THE MERGER OF THE CITY'S BOARD OF
ADJUSTMENT WITH THE CITY'S LAND PLANNING
AGENCY; AUTHORIZING THE TRANSFER OF THE
DUTIES AND RESPONSIBILITIES OF THE CITY'S
BOARD OF ADJUSTMENT TO THE LOCAL
PLANNING AGENCY; PROVIDING FOR CONFLICT;
PROVIDING FOR SEVERABILITY; PROVIDING AN
EFFECTIVE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the City's Board of Adjustment (BOA) is a quasi-judicial board of the City consisting of five members. The BOA's duties and responsibilities are to hear and consider applications for variances, appeals, and other matters as designated by local ordinance; and

WHEREAS, the BOA meets as-needed and has not met on a regular basis due to lack of sufficient agenda items, with as few as one or two meetings scheduled in a year; and

WHEREAS, the City's Local Planning Agency (LPA) serves as an advisory board on planning and zoning matters, makes recommendations and regularly reviews items such as comprehensive plan amendments, zoning changes, and land use considerations; and

WHEREAS, merging the BOA with the LPA would provide greater consistency in the review of zoning and planning matters, utilizing the LPA's established meeting schedule and enhancing board efficiency; and

WHEREAS, combining the roles and responsibilities of the BOA with the LPA is anticipated to streamline processes, reduce administrative redundancies, and ensure that the variance and appeal requests are reviewed in a timely and efficient manner; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA that:**

SECTION 1: The foregoing recitals are hereby ratified and incorporated as if fully set forth herein.

SECTION 2: The City Commission hereby ratifies the merger of the BOA with the LPA, with all responsibilities, duties, and authorities of the BOA being transferred to the LPA.

SECTION 3: If any resolution(s), or parts thereof, is in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

SECTION 4: The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is declared unconstitutional by a court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

SECTION 5: This merger shall take effect on December 31, 2024.

SECTION 6: The City Clerk shall notify and provide the appointee information regarding the merger to applicable advisory board members.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

CAMPBELL RICH, MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2024.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

City Commission

Meeting Date: 11/25/2024

Prepared by: Holly Vath

Title of Item:

AWARD ITB 2024-108: CITY OF STUART VETERANS MEMORIAL PARK PHASE-4 AMPHITHEATER PROJECT (RC):

RESOLUTION No. 121-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF INVITATION TO BID #2024-108, CITY OF STUART'S VETERANS MEMORIAL PARK PHASE 4 AMPHITHEATER PROJECT TO MCTEAGUE CONSTRUCTION CO INC. OF STUART, FLORIDA, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$2,557,284.40; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

History of Memorial Park - Prior to the redesign and development of Memorial Park, the space regularly flooded and had a cement drainage ditch cutting through the middle that would regularly overflow when it rained. In 2007/2008, the City Commission created a group named "The Friends of Memorial Park". The group consisted of local stakeholders that participated in extensive community workshops and meetings which led to the design of a multi-phase renovation of the park. The design was completed in 2009. The first phase was funded in 2010 and began construction in 2011. The entire design was adopted and approved by the City Commission. The reason it was designed in phases was due to funding. It was the intent of the Commission back in 2009, that the park would be completed as funding opportunities became available. The restoration of the park also included extensive landscaping on East Ocean Blvd., as well as a raised pedestrian median as a gateway entrance. The City has reached the final phase of the park, which includes a performing arts amphitheater as well as additional pedestrian paths and extensive landscaping.

This solicitation for this phase was advertised in the Palm Beach Post, and released simultaneously on OpenGov Procurement and DemandStar, who collectively notified three thousand four hundred fifty-six (3,456) potential bidders. One hundred twenty-two (122) potential bidders downloaded the bid specifications and plans. Five (5) bids were received by the bid opening of 3:00 pm on October 28, 2024.

The Engineer of record Culpepper & Terpening Inc. recommends award to the lowest responsive, responsible bidder, for the total of two million five hundred fifty-seven thousand two hundred eighty-four dollars and forty cents (\$2,557,284.40). Staff has reviewed the funding mechanisms available and recommends approval by the City Commission. The funding would come from 810-563 ARPA funds; Infrastructure tax; Municipal impact fees and the CRA. The CRA portion of the funding will require a budget amendment from the CRA which will be presented as a separate agenda item.

Funding Source:

810-563 ARPA
Infrastructure tax
CRA
Municipal facility impact fees

Recommended Action:

Approve Resolution 121-2024

ATTACHMENTS:

1. Resolution 121-2024
2. McTeague Contract
3. Contract - Exhibit A -ITB 2024-108
4. Contract - Exhibit B - ITB 2024-108
5. Contract - Exhibit D - ITB 2024-108



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION 121-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF INVITATION TO BID #2024-108, CITY OF STUART'S VETERANS MEMORIAL PARK PHASE 4 AMPHITHEATRE PROJECT TO MCTEAGUE CONSTRUCTION CO INC OF STUART, FLORIDA, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$2,557,284.40; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart entered into the competitive Invitation to Bid process in order to solicit qualified construction contractors for the City of Stuart's Veterans Memorial Park Phase-4 Amphitheatre Project (the "Project"); and

WHEREAS, the work will consist of furnishing all transportation, labor, materials, tools, equipment, services, permits, utilities and all other items which are necessary or appurtenant to construct and complete the entire project and construct the project designated in the Contract Documents, in accordance with the plans and specifications and subject to the requirements of the Contract Documents, and to leave the site in a neat and presentable condition.

WHEREAS, McTeague Construction Co Inc. responded to the Invitation to Bid and it was the lowest, most responsive and responsible bidder with a total unit price of \$2,557,284.40; and

WHEREAS, the City of Stuart desires to enter into an agreement with McTeague Construction Co Inc for the work under the Project; and

WHEREAS, the City Commission deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents of the City of Stuart and the public at large.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The foregoing recitals are hereby ratified, confirmed and incorporated herein.

SECTION 2: The City Commission hereby approves the award of Invitation to Bid #2024-108, the City's Veterans Memorial Park Phase-4 Amphitheatre Project, to McTeague Construction Co Inc.

SECTION 3: The City Commission hereby authorizes the City Manager to execute the contract subsequent to final review and approval by the City Attorney.

SECTION 4: This resolution shall become effective immediately upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

CAMPBELL RICH, MAYOR
SEAN REED, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
LAURA GIOBBI, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

Resolution No. 121-2024

Award ITB 2024-108: City of Stuart Veterans Memorial Park Phase-4 Amphitheatre Project

ADOPTED this 25th day of November, 2024.

ATTEST:

CITY OF STUART, FLORIDA

MARY R. KINDEL
CITY CLERK

CAMPBELL RICH, MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY



“UNIT PRICE CONTRACT”

CONTRACTOR: **McTeague Construction Co. Inc.**

PROJECT: **ITB 2024-108: City of Stuart Veterans Memorial Park Phase-4 Amphitheatre**

CONTRACT FOR SERVICES

THIS UNIT PRICE CONTRACT, hereinafter “Contract,” made and entered into the **25th of November, 2024** by and between **McTeague Construction Co. Inc.** hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions, and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a Contract with Contractor for provision of City of Stuart Veterans Memorial Park Phase-4 Amphitheatre by the Contractor and the payment for those services by City as set forth below. The City will be using American Rescue Plan Act funding and therefore all services must be in compliance with all reporting and hiring requirements pursuant to the Act.

II. SCOPE OF SERVICES

Section 1. Services

The Contractor shall provide services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to construct City of Stuart Veterans Memorial Park Phase-4 Amphitheatre as provided on the approved schedule, hereinafter referred to as “Services.” Contractor shall work with City staff in advising the City regarding the Services as rendered. The Services will be those customarily attendant to construct City of Stuart Veterans Memorial Park Phase-4 Amphitheatre, as provided in the detailed scope of services to be performed and schedule of fees for those services and as described in the solicitation, specification, bid plans (Contractor’s response to ITB #2024-108). All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations including all reporting requirements necessary to comply with the allocation of ARPA funding.

Section 2. Extra Work by Change Order

If Extra work is found necessary or desirable by the City arising out of or causing the modification of the specification or plans, an order for extra work shall be made and valid only by an executed Change Order. All work so ordered must be performed by the Contractor. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined as follows:

A. By such applicable unit prices, if any, as are set forth in the Contract; or

B. If no such unit prices are set forth, then by a lump sum or other unit price mutually agreed upon by the City and the Contractor; or

C. If no such unit prices are set forth in the Contract, and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed, and the cost shall be determined as follows:

- 1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon, to which shall be added an amount equal to 15% of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.
- 2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site and previously approved delivery point as established by original receipted bills. No percentage or extra charge shall be added to this cost.
- 3) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage or extra charge shall be added to this sum.
- 4) The Contractor's profit shall be computed by adding 10% of the sum of Items 2 and 3. The total cost of performing this extra work shall be the sum of Items 1, 2, 3, and 4. Records of extra work done, if any, shall be reviewed at the end of each day by the Contractor and the City's Engineer of Record, duplicate copies of accepted records made and signed by both the Contractor and the City's Engineer of Record, and one copy retained by each.

D. Claim for payment for extra work shall be submitted by the Contractor upon a verified statement supported by receipted bills. Such statements shall be submitted for the current contract payment for the month in which the extra work was done. No claim for extra work shall be allowed unless the same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Time of Performance

Upon award of this Contract by Resolution of the City's Board of Commissioners or Upon Emergency approval by City Manager, the effective date of this Contract shall be date of execution of this Contract by both City and Contractor. The Contractor shall began work within ten (10) calendar days after delivery of written Notice to Proceed, hereinafter "NTP", issued by Project Manager for the City to the Project Manager for the Contractor. All performance of the Contract Services shall be completed within **three hundred sixty-five (365) calendar days** of the date of issuance of the NTP. Commencement of the Contract Work by the Contractor shall be deemed a waiver of the issuance of the NTP and shall constitute the "Date of Commencement" for purposes of the completion deadline.

1.2 Liquidated Damages

The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the Contract Services is not completed within the time frame specified herein. The City and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Contract Services is not completed timely. Accordingly, instead of requiring any such proof, the City and Contractor agree that the Contractor shall pay to the City, as damages for non-completion of the work within the time stipulated for its completion, one hundred dollars (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every day thereafter, which exceeds the stipulated time for its completion, This amount is fixed and determined by the parties hereto as liquidated damages that the City will suffer by reason of such default, and not by way of penalty.

The City is hereby authorized to deduct any and all liquidated damages from the payments due to the Contractor which may be due or become due said Contractor for the work under this Contract, or as much thereof as the City may, at its own option, deem just and reasonable.

In addition to the liquidated damages hereinabove, the Contractor shall be responsible for reimbursing the City all expenses related to third party consultants in administering the Project beyond the Final Completion Date specified in this Contract.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

City will compensate Contractor for these Services in accordance with Contractor's pricing schedule formalized in "Price Proposal Form" to this Contract **not to exceed two million five hundred fifty seven thousand two hundred eighty four dollars and forty cents (\$2,557,284.40).**

2.2 Invoices

In accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70 *et. seq.*, Contractor shall submit periodic invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be certified by Contractor, detailed and itemized, and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

2.3 Payment

The City shall make progress payments to the Contractor on the basis of the approved partial payment request recommended by the Engineer of Record. The City shall retain five percent (5%) of the payment amount due to the Contractor until final completion and acceptance of all the work to be performed by the Contractor under the Contract Documents. Payment for Services rendered is due within thirty (30) days of receipt and approval of invoice by City. Payment is delinquent thirty (30) days following receipt and approval of invoice by City.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer of Record will promptly make such inspection and when the Engineer of Record finds the work acceptable under the terms of this Contract and the Contract is fully performed, the Engineer of Record will promptly issue a final

completion certificate stating that the work provided for in this Contract has been completed, and acceptance by the City under terms and conditions hereof is recommended and the entire balance found to be due to the Contractor, will be paid to the Contractor by the City following City Commission approval of the final Contract payment.

The acceptance by the contractor of final payment shall be and shall operate as a release to the City from all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with the work under this Contract and for every act and neglect of the City and others related to or arising out of the work. Any payment, however, final or otherwise, shall not release the Contractor or its surety(s) from any obligations under the Contract Documents or the Payment and Performance Bonds.

Section 3. Guarantee and Warranty

The Contractor guarantees to repair, replace, or otherwise make good to the satisfaction of the City any defects in workmanship or material appearing in the work within twelve (12) months after the day the work is accepted by the Project Manager of the City. Contractor further guarantees the successful performance of the work for the Services intended. Neither inspection nor payment, including final payment by the City shall relieve the Contractor from his/her or its obligations to do and complete the work in accordance with this Contract. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the Contract Price shall be made therefore, or in the alternative, the City may sue for damages, or both. If the manufacture of materials provides a warranty or guarantee which is longer than twelve (12) months, the Contractor agrees to fully assist the City in making a claim for such warranty or guarantee. If the City deems it inexpedient to require the Contractor to correct deficient installation or repairs, an equitable deduction from the contract price shall be made therefore, in the alternative, the City may seek mediation or sue for damages, or both.

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records including electronic records of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Contract. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Contract Work and shall bear all losses resulting to the Contractor because of bad weather, or because of errors or omissions in the bid on the Contract price, or as otherwise provided in the Contract Documents, because of any other causes whatsoever.

The Contractor shall assign a supervisory employee of the Contractor (the Contractor's "Project Manager") and identify to the City all assigned personnel working on the Contract. The Contractor's Project Manager is responsible to keep the City informed of the Contractor's activities and to have in place an electronic communication method (cellphone, radio, etc.) available at all times which can be used by the City's Engineer of Record, the City's Designated Representative, or the City's Project Manager to contact the Contractor's Project Manager. The Project Manager shall be responsible for overseeing all work performed by the Contractor, unless and until a replacement Project Manager is made by the Contractor and the City is informed of same by the Contractor in writing. If at any time the Project Manager is replaced during the term of this Contract, the Contractor must provide complete updated contact information and detailed information as requested, which may include a completed IRS Form I-9, and which must be approved by the City. Any change in Contractor's assigned personnel must also be provided in writing by the Contractor, and the City may reject any assigned personnel, for just cause given to the Contractor.

The Contractor is responsible to submit a proposed schedule to the City consisting of planned work to be accomplished. The City's Engineer of Record, or his/her designee, shall have approval authority over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the City's Project Manager, or his/her designee. The City reserves the right to change the schedule, with adequate notification, so the best benefit of the work can be achieved by the City, and to ensure reimbursement or replacement for loss or damage to property caused by negligence of the Contractor or any subcontractors.

5.3 Equipment

All equipment to be utilized by the Contractor to perform the Project, as detailed herein must be approved by the City's Engineer of Record or his/her designee. The Contractor specifically agrees to remove and replace any equipment judged by the City to be inadequate, dangerous, or poorly operating, or excessively noisy or dirty, or in any other material way disturbing to the public health, safety, or welfare.

5.4 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business), including those maintained electronically, and requested by City. Refusal to do so shall constitute a material breach of this contract and cause for cancellation of the Contract, and dismissal of any litigation.

5.5 Business Operations

A. Hours of Operation: Unless otherwise directed by the City's Project Manager, the Contractor shall abide by the following schedule, and that all services required are provided between the hours of 7:00 AM and 5:00 PM local time. All work performed outside of these hours of operation must be approved in advanced by the City's Project Manager or his/her designee.

B. Weather Conditions: Upon approval by or at the direction of the City's Project Manager or his/her designee, the Contractor shall cease operations of Services during inclement weather conditions, or other environmental conditions which may adversely affect the Contract Work or the health, safety, and welfare of the individual's working on the Project.

C. Observed Holidays: The City observes New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day & Day After, and Christmas Eve & Day. No work shall be permitted on-site on those days without the express written consent of the City's Project Manager.

5.6 Public Safety and Convenience

In the Contractor's use of streets and public or private parking lots for the work to be done under these specifications, shall conform to all City, county, state and federal laws and regulations as applicable. The Contractor shall at all times conduct the Contract Work to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of Contract Work, and to cause the least amount of inconvenience to the general public and the residents in the vicinity of the Contract Work. The Contractor shall ensure the protection of persons and property, in a manner satisfactory to the City's Project Manager or his/her designee. There shall be no obstruction of the public travel lanes between the hours of 7:00-9:00 am and 4:00-6:00 pm without approval of the City's Project Manager.

5.7 Protection of Property

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner. The Contractor shall at all times guard against damage or loss to the property of the City, including but not limited to safeguard sidewalks, curbing, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor, which shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor.

Section 6. Termination

6.1 Termination for Convenience

The City or the Contractor may terminate this Contract upon thirty (30) day's written notice to the other party. In the event of any termination for convenience, the Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

6.2 Termination for Cause

The City may terminate this Contract for cause, as provided in this section, upon seven (7) days written notice whenever the City shall determine that the Contractor has failed to meet the performance requirement(s) of the Contract. If the Contractor is adjudged bankrupt or makes a general assignment for the benefit of his/her/its creditors, or if a receiver is appointed by a court of competent jurisdiction on account of Contractor's insolvency, or if Contractor fails to provide properly skilled personnel, or the proper Contract Work or Service in the sole discretion of the City, then the City can, terminate this Contract, without prejudice to any other right or remedy.

Section 7. **Project Managers**

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is the Engineer of Record or his/her designee, who is so designated to the Contractor.

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is:

Contact Name

Contact Number

Email Address

Section 8. **Indemnification of City**

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold the City, its officials, employees and agents harmless from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent they may be caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor. Contractor shall separately obtain, maintain, and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 9. **Insurance.**

9.1. Requirements

Contractor shall procure and maintain insurance, in the amounts required in Section 4.5 of the Invitation to Bid. The City by and through its Risk Manager or City Attorney, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Financial Strength Rating (FSR) of at least A or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review a copy of Contractor's most recent annual report, or audited financial statement, or corporate tax return. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements.

9.2 Certificate of Insurance

The Contractor shall cause a Certificate of Insurance to be issued to the City, naming the "City of Stuart, Florida, its officials, employees and agents" as Named Insureds for all insurances pertaining. Such

insurance must contain a provision for notification of the City 30 days in advance of any material change or cancellation. Certificates of all insurance required from the Contractor shall be attached to this Contract, made a part thereof, and shall be subject to the City's approval for adequacy.

Section 10. Miscellaneous

10.1 Venue in Martin County

Jurisdiction a venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

10.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

10.3 Attorney's Fees and Costs

In the event the event of a breach or default in the performance of any of the terms, covenants and conditions of this Contract, requiring a legal action to enforce the terms of the Contract, including without limitation, damages, specific performance, injunction, or any other legal action, the prevailing party shall be entitled to all reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

10.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

10.5 Contract Amendment

The City reserves the right to delete, add or revise locations under this proposal at any time during the Contract term when and where deemed necessary. If any locations are added or deleted from the contract, the unit prices and rates quoted shall be used to determine the adjusted contract price.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

10.6 Contractual Authority

By signing this Contract, the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the Contractor that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. If a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of “apparent authority,” or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

10.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under Section 768.20, Florida Statutes, as amended from time to time.

10.8 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, and assigns, if any.

10.9 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet, or transferred to another party by either the City or the Contractor without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Contractor from employing such independent Contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

10.10 Other Entity Use

The Contractor may be requested to convey its proposal prices, contract terms and conditions, to other municipalities or other governmental agencies within the State of Florida, and such requests shall be reasonably honored by the Contractor.

10.11 Inspection

The Project will be inspected by the City’s Engineer of Record and the Project Manager (if a separate Project Manager is so appointed) for the City and will be rejected if it is not to conformity with the Contract provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for final inspection on a definite date, at least two (2) calendar days thereafter, which shall be stated in such notice.

10.12 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than the Contractor and the City.

10.13 Miscellaneous

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the Contract.

10.14. Non-Appropriation

This Contract shall be deemed effective, and continuing, only to the extent of the annual appropriations available and made by the City Commission.

Section 11. Public Records

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: In compliance with Section 119.12, Florida Statutes, if the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at atcityclerk@ci.stuart.fl.us City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL 34994.

Furthermore, in compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph 2 above if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 12. Scrutinized Companies List

Pursuant to Sections 287.135, 215.4725, and 215.473, Florida Statutes prohibiting agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria; Contractor hereby certifies that it does not contract for such goods or services in any amount whatsoever, at the time of submitting to this ITB; and agrees that it shall not contract for such goods or services through the term of this Contract, including any renewals or extensions.

By signature on this Contract, Contractor certifies and attests, under penalty of perjury, that firm is not on any list, engaged in any business operations, or participating in any activities as specified in this section. If firm is found to be in violation of this Section, the Contract shall be terminated; and submission of such a false certification may subject Contractor to civil penalties, attorney's fees, and costs.

Section 13. Exhibits

The following Exhibits are attached to and made a part of this Contract:

Exhibit A - "Proposal as Submitted by Respondent and Accepted by City"

Exhibit B - "Original Invitation to Bid as Issued by City, including all Addenda"

Exhibit C - "Performance and Payment Bond"

Exhibit D- "Certificate of Insurance"

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MORTELL
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT
CITY ATTORNEY

CONTRACTOR

Michael H McTeague
Michael H McTeague (Nov 7, 2024 11:13 EST)

(Signature)

Michael H McTeague

Printed Name

President

Title

City of Stuart ITB 2024-108 Veterans Mem. Park Phase-4 Amphitheatre

Final Audit Report

2024-11-07

Created:	2024-11-07
By:	Holly Vath (hvath@ci.stuart.fl.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA32Vx-LOB7tBEAPfqZ_ZowELnD7ursh0

"City of Stuart ITB 2024-108 Veterans Mem. Park Phase-4 Amphitheatre" History

-  Document created by Holly Vath (hvath@ci.stuart.fl.us)
2024-11-07 - 3:25:28 PM GMT
-  Document emailed to mike@mcteagueconstruction.com for signature
2024-11-07 - 3:25:34 PM GMT
-  Email viewed by mike@mcteagueconstruction.com
2024-11-07 - 4:10:04 PM GMT
-  Signer mike@mcteagueconstruction.com entered name at signing as Michael H McTeague
2024-11-07 - 4:13:32 PM GMT
-  Document e-signed by Michael H McTeague (mike@mcteagueconstruction.com)
Signature Date: 2024-11-07 - 4:13:34 PM GMT - Time Source: server
-  Agreement completed.
2024-11-07 - 4:13:34 PM GMT

McTeague Construction CO						
Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total	
101-1A	MOBILIZATION/GENERAL CONDITIONS/BONDS/PERMIT FEES	LS	1	\$210,000.00	\$210,000.00	
101-1B	PRE-CONSTRUCTION VIDEO	LS	1	\$750.00	\$750.00	
101-1C	CONSTRUCTION SURVEY LAYOUT & RECORD DRAWINGS	LS	1	\$22,400.00	\$22,400.00	
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$10,000.00	\$10,000.00	
104-10-3	SEDIMENT BARRIER	LF	925	\$2.50	\$2,312.50	
104-15	SOIL TRACKING PREVENTION DEVICE	EA	1	\$14,500.00	\$14,500.00	
104-18	INLET PROTECTION SYSTEM	EA	14	\$250.00	\$3,500.00	
110-1-1	CLEARING & GRUBBING (INCLUDING FICUS TREE)	AC	1.55	\$18,300.00	\$28,365.00	
110-4-10	REMOVAL OF EXISTING CONCRETE (STAGE & PAVERS)	SY	860	\$45.60	\$39,216.00	
120-1	EXCAVATION & EMBANKMENT (SITE)	LS	1	\$18,000.00	\$18,000.00	
120-6	EMBANKMENT (BERMS)	CY	440	\$25.00	\$11,000.00	
160-4	TYPE B STABILIZATION (12" THICK)	SY	2230	\$24.50	\$54,635.00	
285-740	CRUSHED CONCRETE BASE (8" THICK)	SY	2080	\$24.50	\$50,960.00	
400-11	CONCRETE CLASS NS - GRAVITY WALL (WITH STEEL)	CY	18.2	\$450.00	\$8,190.00	
425-1-559	INLET DT BOTTOM TYPE E, MODIFY (CORE FOR PIPE)	EA	1	\$3,500.00	\$3,500.00	
425-10	YARD INLET	EA	3	\$5,800.00	\$17,400.00	
430-175-115	PIPE CULVERT, HDPE, 15" ROUND	LF	112	\$94.65	\$10,600.80	
515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	140	\$98.00	\$13,720.00	
520-2-4	CONCRETE CURB, TYPE D	LF	84	\$40.00	\$3,360.00	
520-2-102	CONCRETE CURB, HEADER (12" WIDE)	LF	2087	\$50.00	\$104,350.00	
526-1-1	PAVERS, ARCHITECTURAL, DRIVEWAY	SY	2080	\$71.00	\$147,680.00	
570-1-1	PERFORMANCE TURF - BIMINI BERMUDA SOD	SF	36000	\$8.00	\$28,800.00	
580-1-1	LANDSCAPE COMPLETE - NATIVE AREA- 1 GALLON 30" OC	LS	1	\$14,200.00	\$14,200.00	
580-1-2	LANDSCAPE COMPLETE - DECORATIVE AREA- 3 GALLON 30" OC	LS	1	\$22,775.00	\$22,775.00	
580-1-3	LANDSCAPE COMPLETE - DECORATIVE ACCENTS- 7 TO 15 GALLON	LS	1	\$8,600.00	\$8,600.00	
580-1-4	LANDSCAPE COMPLETE - TREES INSTALLED	LS	1	\$77,100.00	\$77,100.00	
580-1-5	LANDSCAPE COMPLETE - TREES TRANSPLANTED	LS	1	\$15,730.00	\$15,730.00	
580-1-6	LANDSCAPE COMPLETE - MULCH	CY	195	\$76.74	\$14,964.30	
590-70	IRRIGATION SYSTEM	LS	1	\$14,300.00	\$14,300.00	
630-2-11A	1" CONDUIT (F&I) (IN TRENCH)(LIGHTING & POWER)	LF	2400	\$15.75	\$37,800.00	
630-2-11B	2" CONDUIT (F&I) (IN TRENCH)(LIGHTING & POWER)	LF	344	\$18.70	\$6,432.80	
635-2-11	PULL BOX (F&I) (INGROUND MOUNT)	EA	10	\$695.00	\$6,950.00	
715-1-11	CONDUCTOR (F&I) (INSULATED) (NO. 10)	LF	38400	\$1.08	\$41,472.00	
715-1-15	CONDUCTOR (F&I) (INSULATED) (NO. 3/0)	LF	1729	\$14.00	\$24,206.00	
715-11A	LUMINAIRE (F&I) (PATH LIGHT)	EA	8	\$2,050.00	\$16,400.00	
715-11B	LANDSCAPE LIGHTING	EA	31	\$1,100.00	\$34,100.00	
715-516-116	LIGHTING POLE COMPLETE (F&I)	EA	8	\$10,450.00	\$83,600.00	
715-7-11A	ELECTRICAL SERVICE & RISER	EA	1	\$136,570.00	\$136,570.00	
715-7-11B	POWER PEDESTAL	EA	3	\$5,115.00	\$15,345.00	
1050-3123	3" SANITARY SERVICE LINE	LF	40	\$25.00	\$1,000.00	
1050-3126	6" SANITARY SERVICE LINE	LF	130	\$25.00	\$3,250.00	
1060-11211	UTILITY STRUCTURE, BELOW GROUND, F&I, SANITARY CLEANOUT	EA	4	\$1,450.00	\$5,800.00	
1080-21102	2" POTABLE WATER SERVICE - COMPLETE (2" POLY LINE, 2" METER, CORP STOP)	LS	1	\$9,000.00	\$9,000.00	
1080-21400	UTILITY FIXTURE, IRR VALVE, RELOCATE	EA	1	\$1,500.00	\$1,500.00	
1080-21500	UTILITY FIXTURE, VALVE, ADJUST	EA	6	\$500.00	\$3,000.00	
1644-1	RELOCATE FIRE HYDRANT	EA	1	\$5,000.00	\$5,000.00	
2000-1	STAGE CONSTRUCTION	LS	1	\$62,700.00	\$62,700.00	
2000-2	STAGE RAMP	LS	1	\$67,000.00	\$67,000.00	
2000-3	STAGE STAIRS	LS	4	\$23,925.00	\$95,700.00	
2000-4	ENTRY FEATURE - SEAT WALL	LS	2	\$202,450.00	\$404,900.00	
2000-5	ENTRY FEATURE - ARCH	LS	1	\$52,400.00	\$52,400.00	
2000-6	WASTE RECEPTACLE	EA	3	\$135.00	\$405.00	
2000-7	BENCHES	EA	3	\$1,670.00	\$5,010.00	
2000-8	BIKE RACK	EA	1	\$335.00	\$335.00	
2000-9	REMOVEABLE BOLLARDS AT DRIVEWAY	EA	5	\$2,300.00	\$11,500.00	
2000-10	STAGE CANOPY	LS	1	\$121,000.00	\$121,000.00	
2000-12	BUILDING/FOUNDATION	LS	1	\$314,000.00	\$314,000.00	
2000-13	FPL POWER (ALLOWANCE)	LS	1	\$20,000.00	\$20,000.00	
Total					\$2,557,284.40	

MCTEAGUE CONSTRUCTION CO INC

624 SE Central Parkway Stuart Fl 34994

(772) 276-6100 phone

Mike@McTeagueConstruction.com

TRANSMITTAL

Date: 10/28/2024

To: City of Stuart – Procurement Office

Project ITB 2024-108 City of Stuart Veterans Memorial Park – Phase 4 Amphitheatre

From: McTeague Construction – Michael McTeague

Bid Proposal Package -

Project ITB 2024-108 City of Stuart Veterans Memorial Park – Phase 4 Amphitheatre

McTeague Construction Co Inc
624 SE Central Parkway Stuart Fl 34994
(772) 286-6100 phone (772) 286-7130 fax
McTeagueConstruction.com

City of Stuart
Procurement Department
301 SE Ocean Blvd Suite #200
Stuart Fl 34994

Regarding: ITB 2024-108 – City of Stuart Veterans Memorial Park Phase – 4 Amphitheatre

CERTIFICATION

The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of ninety (90) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive, and no further evaluation of the proposal will occur.

Addendum #1 - 10/04/2024

Addendum #2 – 10/07/2024

Addendum #3 – 10/17/2024

I do hereby confirm the above information as valid and true:

McTeague Construction

 10/22/24
Michael McTeague - President



City of Stuart

SAFETY STANDARDS CERTIFICATION

The undersigned bidder hereby certifies that he or she has or will thoroughly familiarize him or herself with the contents of the City of Stuart Safety Standards. The Bidder further certifies that he or she either has or will submit a fully executed copy of those same Safety Standards to the City for inclusion in the City's official public record prior to commencing any work on this project.

Signed, Sealed and Witnessed in the Presence of:

DATE: 10/19/24

FOR: McTeague Construction co

(Firm Name)

BY: [Signature]

(Signature)

President

(Title)

[Signature]

(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this 19 day of October 2024,

known to me, or identified as Michael McTeague

in the City of Stuart, County of Martin, State of florida.

Signed: [Signature] Notary Public

My Commission Expires: Sept 6, 2028

(Affix Seal)



Jennifer McTeague
Comm.: HH 582464
Expires: Sep. 6, 2028
Notary Public - State of Florida



City of Stuart

REFERENCE FORM

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name: Martin County			
Address 2990 SE Dixie Hwy			
City	Stuart	State	FL Zip Code
Contact Name: Shawn Brady		Title:	
Phone No: 772-320-3061		Fax:	Email: sbrady@martin.fl.us
Date of Service or Contract Period: 2023		Location leighton park	
Summary of Services Performed renovation Governmental or Private			

#2 REFERENCES

Company/Entity Name: City fo Port St Lucie			
Address 121 SW Port ST Lucie Blvd			
City	Port St Lucie	State	FL Zip Code 34984
Contact Name: Frank Knott		Title:	
Phone No: 772-618-5440		Fax:	Email: fknott@cityofpsl.com
Date of Service or Contract Period: 2022		Location torino project	
Summary of Services Performed paving and dranlageGovernmental or Private			

#3 REFERENCES

Company/Entity Name: Martin County			
Address 2401 SE monterery Rd			
City	Stuart	State	fl Zip Code 34996
Contact Name: George Stokus		Title: Assistant County Administrator	
Phone No: 772-221-2352		Fax:	Email:
Date of Service or Contract Period: 2022		Location airport	
Summary of Services Performed new custom facility Governmental or Private			

Company Name _____



City of
Stuart

SCHEDULE OF SUBCONTRACTORS PARTICIPATION

If proposers are subcontracting, this information is to be submitted with their submittal response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, and type of work to be performed and percentage of work that may be provided by Subcontractor.

Name of Subcontractor: <u>P.R. Local Elect</u>	
Contact Name: <u>Pierre Leblanc</u>	
Address, City, State, Zip, Phone: <u>2850 Curtis Kings Blvd Ft Pierce fl</u> <u>561-644-7944</u>	
Type of Work to be Performed: <u>Electric</u>	
License No. <u>EC13012965</u>	Percentage of Work <u>20 %</u>
Name of Subcontractor: <u>Daves Plumbing</u>	
Contact Name: <u>David Husnander</u>	
Address, City, State, Zip, Phone: <u>499 SE Seville st</u> <u>stuart fl 34994 772-287-8128</u>	
Type of Work to be Performed: <u>plumbing</u>	
License No. <u>CFC 051625</u>	Percentage of Work <u>6 %</u>
Name of Subcontractor: <u>Gary Roberts Nursery and Landscape</u>	
Contact Name: <u>Bud roberts</u>	
Address, City, State, Zip, Phone: <u>437 Rouse Rd Ft Pierce Fl 34946</u> <u>772-460-2696</u>	
Type of Work to be Performed: <u>landscape</u>	
License No. _____	Percentage of Work <u>5 %</u>

Company Name McTeague Construction Co



City of
Stuart

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA

by: Michael H McTeague President

(print individual's name and title)
for: McTeague Construction Co

(print name of entity submitting sworn statement)
whose business address is: 624 SE Central parkway

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-2296929

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ____-____-____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The



City of Smart

term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this 19 day of October, 2024.

Personally known XX OR Produced Identification _____

Type of Identification _____

Notary Public – State of Florida

My Commission Expires: Sept 6, 2028

SEAL OR STAMP



Jennifer McTeague
Comm.: HH 582464
Expires: Sep. 6, 2028
Notary Public - State of Florida

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Stuart for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

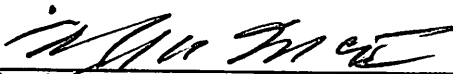
This Certification is submitted by Michael H McTeague
(Individual's Name)

Of McTeague Construction Co
(Name of Company)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

10/19/24

Date


Signature

**Public Entity Crimes Form
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

McTeague Construction Co

Company Name

Signature

Michael H McTeague President

Name and title (Print or Type)

10/19/24

Date



Menu

[Home](#) / [Business Operations](#) / [State Purchasing](#) / [State Agency Resources](#) / [Vendor Registration and Vendor Lists](#) / [Suspended Vendor List](#)

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to [section 287.1351, Florida Statutes](#).



Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	<u>Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance</u> [ 575.8 kB]
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	<u>Notice of Default - Club Tex, Inc.</u> [ 111.8 kB]
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	<u>Notice of Default - Correctional Consultants, LLC</u> [ 85.9 kB]
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	<u>Notice of Default - iColor Printing and Mailing, Inc.</u> [ 320.2 kB]
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	<u>Notice of Default - Visual Image Design Firm, LLC</u> [ 1.8 MB]



STATE BOARD OF ADMINISTRATION
OF FLORIDA

1801 HERMITAGE BOULEVARD, SUITE 100
TALLAHASSEE, FLORIDA 32308
(850) 488-4406

POST OFFICE BOX 13300
32317-3300

RON DESANTIS
GOVERNOR
CHAIR

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

ASHLEY MOODY
ATTORNEY GENERAL

CHRIS SPENCER
EXECUTIVE DIRECTOR

Protecting Florida's Investments Act
"Scrutinized Companies" Chapter 287.135, Florida Statutes

Chapter 287.135, Florida Statutes was created effective July 1, 2011, and prohibits a company on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List from bidding on, submitting a proposal for, or entering into or renewing a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:

Sudan:

1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:

1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's Investments Act and Chapter 215.473 as it relates to the identification of "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

The table on the following pages provides the **List of Prohibited Investments (Scrutinized Companies)**. This list is updated as part of the *Protecting Florida's Investments Act (PFIA)* and the *Global Governance Mandates Quarterly Report*, upon review and approval by the Trustees of the State Board of Administration.

September 24, 2024
Page 2

Table 7: List of Prohibited Investments (Scrutinized Companies)

(New companies are highlighted and in bold.)

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
Aviation Industry Corporation of China (AVIC)	Sudan	China	September 24, 2019	Yes
AviChina Industry & Technology	Sudan	China	June 4, 2019	Yes
AVIC International Finance Ltd	Sudan	China	September 24, 2019	Yes
AVIC International Holdings Ltd (formerly listed as AVIC International)	Sudan	China	June 4, 2019	Yes
Bank of Kunlun Co Ltd	Sudan & Iran	China	March 7, 2018	Yes
Chennai Petroleum Corp Ltd	Sudan	India	September 19, 2007	Yes
China BlueChemical Ltd	Iran	China	March 19, 2013	Yes
China National Petroleum Corporation (CNPC)	Sudan & Iran	China	December 11, 2012	Yes
China Oilfield Services Ltd	Iran	China	June 16, 2011	Yes
China Petrochemical Corporation (Sinopec Group)	Sudan & Iran	China	December 3, 2019	Yes
China Petroleum & Chemical Corp (CPCC) Sinopec	Sudan & Iran	China	September 19, 2007	Yes
China Petroleum Engineering Corp	Sudan & Iran	China	March 7, 2018	Yes
China Railway Group Limited	Iran	China	September 24, 2024	Yes
Cirrus Aircraft Ltd	Sudan	Cayman Islands	September 24, 2024	Yes
CNOOC Ltd	Iran	China	June 16, 2011	Yes
CNOOC Energy Technology & Services Ltd	Iran	China	June 15, 2021	Yes
CNOOC Finance Limited	Iran	China	September 24, 2013	Yes
CNOOC Nexen Finance	Iran	Canada	October 17, 2017	Yes
CNPC Capital Company Limited	Sudan & Iran	China	June 14, 2017	Yes
CNPC Finance HK Ltd	Sudan & Iran	China	March 26, 2024	Yes
CNPC General Capital Ltd	Sudan & Iran	China	June 26, 2012	Yes
CNPC Global Capital Limited	Sudan & Iran	China	December 15, 2020	Yes
CNPC HK Overseas Capital Ltd	Sudan & Iran	China	June 16, 2011	Yes
COSL Finance (BVI) Limited	Iran	China	September 24, 2013	Yes
COSL Singapore Capital Ltd	Iran	Singapore	December 4, 2018	Yes

September 24, 2024
Page 3

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
Daqing Huake Group Co Ltd	Sudan	China	March 25, 2008	Yes
Egypt Kuwait Holding Co. SAE	Sudan	Kuwait	January 13, 2009	Yes
Engen Botswana	Sudan & Iran	Botswana	March 24, 2015	Yes
Engineers India Limited	Iran	India	September 24, 2024	Yes
FACC AG	Sudan	Austria	June 4, 2019	Yes
Gazprom	Iran	Russia	September 19, 2007	Yes
Gazprom Neft	Iran	Russia	September 16, 2008	Yes
Gazprom Promgaz	Iran	Russia	June 4, 2019	Yes
GPN Capital SA	Iran	Luxembourg	June 4, 2019	Yes
Harbin Electric Co. Ltd.	Sudan	China	September 19, 2007	Yes
Hindustan Petroleum Corporation Ltd	Sudan & Iran	India	June 13, 2018	Yes
Indian Oil Corp Ltd (IOCL)	Sudan & Iran	India	September 19, 2007	Yes
IndOil Global BV	Sudan & Iran	India	September 24, 2024	Yes
Japan Post Bank Co Ltd	Iran	Japan	September 24, 2024	Prior to 9/23/2025
Jiangxi Hongdu Aviation	Sudan	China	September 19, 2007	Yes
Kimanis Power Sdn Bhd	Sudan	Malaysia	September 24, 2024	Yes
KLCC Property Holdings Bhd	Sudan & Iran	Malaysia	April 14, 2009	Yes
Kunlun Energy Company Ltd.	Sudan & Iran	Hong Kong	September 19, 2007	Yes
Lanka IOC Ltd	Sudan	India	September 19, 2007	Yes
Managem SA	Sudan	Morocco	November 9, 2010	Yes
Mangalore Refinery & Petrochemicals Ltd	Sudan & Iran	India	September 19, 2007	Yes
Malaysia Marine & Heavy Engineering Holdings Bhd	Sudan & Iran	Malaysia	March 18, 2014	Yes
MISC Bhd	Sudan & Iran	Malaysia	September 19, 2007	Yes
Moscow Integrated Power Co PJSC	Iran	Russia	September 24, 2024	Yes
Mosenergo	Iran	Russia	September 16, 2008	Yes
Norinco International Cooperation Ltd	Iran	China	September 24, 2024	Yes

September 24, 2024
Page 4

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
OGK-2 PJSC	Iran	Russia	September 24, 2024	Yes
Oil India Ltd	Sudan	India	September 18, 2012	Yes
Oil & Natural Gas Corp (ONGC)	Sudan & Iran	India	September 19, 2007	Yes
ONGC Videsh Limited (OVL)	Sudan & Iran	India	March 18, 2014	Yes
Pengerang LNG Two Sdn Bhd	Sudan	Malaysia	September 24, 2024	Yes
Perseus Mining Ltd	Sudan	Australia	August 23, 2022	Yes
PetroChina	Sudan & Iran	China	September 19, 2007	Yes
Petrolia Nasional (Petronas)	Sudan & Iran	Malaysia	September 19, 2007	Yes
Petronas Capital Limited	Sudan & Iran	Malaysia	September 19, 2007	Yes
Petronas Chemicals Bhd	Sudan & Iran	Malaysia	June 16, 2011	Yes
Petronas Chemicals Derivatives Sdn Bhd	Sudan	Malaysia	September 24, 2024	Yes
Petronas Chemicals Glycols Sdn Bhd	Sudan	Malaysia	September 24, 2024	Yes
Petronas Chemicals Olefins Sdn Bhd	Sudan	Malaysia	September 24, 2024	Yes
Petronas Dagangan Bhd	Sudan & Iran	Malaysia	September 19, 2007	Yes
Petronas Gas Berhad	Sudan & Iran	Malaysia	September 19, 2007	Yes
Petronas Global Sukuk	Sudan & Iran	Malaysia	August 2, 2016	Yes
Power Construction Corporation of China Ltd	Iran	China	September 24, 2024	Yes
Putrajaya Management Sdn Bhd	Sudan & Iran	Malaysia	March 18, 2014	Yes
Sberbank Russia PJSC	Iran	Russia	September 24, 2024	Prior to 9/23/2025
Sinopec Capital 2013 Ltd	Sudan & Iran	China	September 24, 2013	Yes
Sinopec Century Bright Capital Investment Ltd	Sudan & Iran	China	December 3, 2019	Yes
Sinopec Engineering Group Co Ltd	Sudan & Iran	China	March 18, 2014	Yes
Sinopec Group Overseas Development 2018 Ltd	Sudan & Iran	China	December 15, 2020	Yes
Sinopec Group Overseas Development 2017 Ltd	Sudan & Iran	China	September 11, 2019	Yes
Sinopec Group Overseas Development 2016 Ltd	Sudan & Iran	China	August 2, 2016	Yes
Sinopec Group Overseas Development 2015 Ltd	Sudan & Iran	China	December 15, 2020	Yes

September 24, 2024
Page 5

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
Sinopec Group Overseas Development 2013 Ltd	Sudan & Iran	China	March 18, 2014	Yes
Sinopec Kantons Holdings Ltd	Sudan & Iran	Bermuda	September 19, 2007	Yes
Sinopec Oilfield Equipment Corporation	Sudan & Iran	China	April 14, 2009	Yes
Sinopec Oilfield Service Corp	Sudan & Iran	China	March 25, 2008	Yes
Sinopec Shanghai Petrochemical	Sudan & Iran	China	September 19, 2007	Yes
Societe Metallurgique D'imiter	Sudan	Morocco	November 9, 2010	Yes
Territorial Generating Company No 1	Iran	Russia	June 4, 2019	Yes
VINCI SA	Iran	France	September 24, 2024	Prior to 9/23/2025
# of Prohibited Investments	85	-	-	

The following companies were removed from the PFIA Prohibited Investments List this quarter.

Removed Company	Country of Incorporation
Sinopec Group Overseas Development 2012 Ltd	China

Detail by Entity Name

Florida Profit Corporation ✓

MCTEAGUE CONSTRUCTION CO., INC ✓

Exhibit A - Page 18

Filing Information

Document Number

G37357 ✓

FEI/EIN Number

59-2296929

Date Filed

05/06/1983

State

FL

Status

ACTIVE ✓

Principal Address

624 SE CENTRAL PARKWAY
STUART, FL 34994

Changed: 03/15/2007

Mailing Address

624 SE CENTRAL PARKWAY
STUART, FL 34994

Changed: 03/15/2007

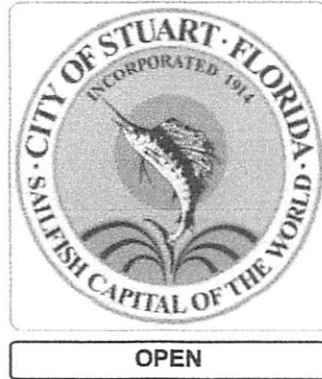
Registered Agent Name & Address

MCTEAGUE, MICHAEL H
624 SE CENTRAL PARKWAY
STUART, FL 34994

Address Changed: 03/15/2007

Officer/Director Detail

Name & Address



CITY OF STUART VETERANS MEMORIAL PARK PHASE-4 AMPHITHEATRE

Last updated by Addendum #3 on Oct 17, 2024 8:23 AM

Invitation To Bid

Public Works

90900, 91000, 91200, 91300, 91400, 96800

Project ID: ITB 2024-108

Release Date: Thursday, September 12, 2024

Due Date: Monday, October 28, 2024 3:00pm

Posted Thursday, September 12, 2024 12:00am

All dates & times in Eastern Time

Draft Response

Events RSVP ▼

No Bid

Time Remaining: 5 days, 22 hours, 12 minutes

Addenda & Official Notices

Addenda & Notices issued following the posting of the project

<u>All</u>	4
<u>Addenda</u>	3
<u>Notices</u>	1

Addendum #1

Oct 4, 2024 10:23 PM

Revised Plans and Specifications

Memorial Park Phase 4 Stage Building Plans, R1, 2024.10.03.pdf

-  [Memorial_Park_Phase_4_Bid_Civil_Plans_Sheets_1_-_11,_R1,_2024.09.30.pdf](#)
-  [Memorial_Park_Phase_4_HS_+_LA-LA1,_R1,_2024.10.02.pdf](#)
-  [Memorial_Park_Phase_4_HS_+_LA-SP1,_R1,_2024.10.02.pdf](#)
-  [Memorial_Park_Phase_4_-_Improvement_Project,_Attachment_A_-_Tech_Specs,_R1_2024.10.02.pdf](#)
-  [CO1119C_BN_SM_Black_1.jpg](#)
-  [COVINGTON_SERIES_BENCHES.pdf](#)
-  [Elkay_Water_Fountain.pdf](#)
-  [LR305P_LR305R.pdf](#)
-  [LR305P_TR_YD_Black_5.jpg](#)

Addendum #2

Oct 7, 2024 9:29 AM

Geotechnical report

-  [Appendix-A,_Geotechnical_Report_08-17-09_as_prepared_by_AACE.pdf](#)

Addendum #3

Oct 17, 2024 8:23 AM

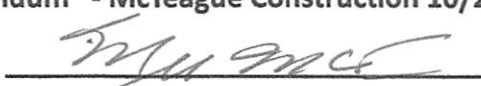
Martin County Davis Bacon Requirements

-  [Davis_Bacon_Wage_Requirements_Building_Martin_County.pdf](#)



Acknowledgement of Addendum - McTeague Construction 10/22/2024

Michael McTeague -


President





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MCTEAGUE, MICHAEL HAGAN SR

MCTEAGUE CONSTRUCTION CO., INC.
624 SE CENTRAL PARKWAY
STUART FL 34994

LICENSE NUMBER: CGC1522608

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/07/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





BUSINESS TAX RECEIPT BTR-9620



Business: MCTEAGUE CONSTRUCITON CO
INC

Fictitious Name (if any):

Corporate Name: McTeague Construction

Location: 624 SE CENTRAL PKWY , STUART

Issued to: MICHAEL MCTEAGUE

Primary License# (if any): CGC1522608

Expires: September 30, 2025

Class	Description
120014	Contractor Office

To learn more, scan this barcode or visit stuartfl.viewpointcloud.com/#!/records/372486

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

McTeague Construction Co., Inc.
624 SE Central Parkway
Stuart, FL 34994

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Stuart
121 Southwest Flagler Avenue
Stuart, FL 34994

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

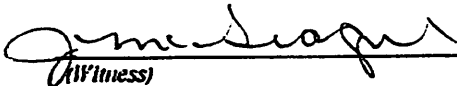
Veterans Memorial Park Phase 4 - Amphitheatre ITB-2024-108-0-2024/HV

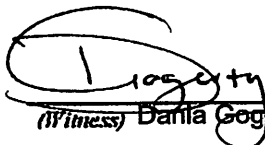
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of October, 2024


(Witness)


(Witness) Darla Gogerty

McTeague Construction Co., Inc.

(Principal)

(Seal)

By: 

(Title)

United States Fire Insurance Company

(Surety)

By: 

(Title) Jarrett Merlucci

Attorney-in-Fact

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

00927

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

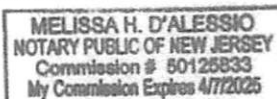
Matthew E. Lubin

Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 28th day of October 20 24

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay

Michael C. Fay, Senior Vice President





CERTIFICATE OF LIABILITY INSURANCE

Exhibit A - Page 25
DATE (MM/DD/YYYY)
06/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Patriot Growth Insurance Services, LLC 8382 Baymeadows Road, Suite #2 Jacksonville FL 32256		CONTACT NAME: Certificate Dept PHONE (A/C, No, Ext): (800) 563-5467 FAX (A/C, No): (904) 530-5003 E-MAIL ADDRESS: certificates@insuresig.com	
INSURED McTeague Construction Co Inc 624 Se Central Pkwy Stuart FL 34994-3970		INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Insurance Company INSURER B: Auto-Owners Insurance Company INSURER C: Insurance Company of the West INSURER D: Westchester Surplus INSURER E: INSURER F:	
		NAIC # 10190 18988	

COVERAGES

CERTIFICATE NUMBER: CL246637927

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			72618708	07/10/2024	07/10/2025	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			4380812601	04/03/2024	04/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB			4290093201	07/10/2024	07/10/2025	EACH OCCURRENCE \$ 1,000,000
	☐ RETENTION \$ 10,000						AGGREGATE \$ 1,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WFL507825300	06/08/2024	06/08/2025	☒ PER STATUTE ☐ OTHER
			E.L. EACH ACCIDENT \$ 500,000				
			E.L. DISEASE - EA EMPLOYEE \$ 500,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				
D	Contractors Pollution			G48685961	07/17/2024	07/17/2025	Occurrence 1,000,000
			Aggregate 2,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Carpentry / Construction / State of Florida

CERTIFICATE HOLDER

CANCELLATION

City of Stuart 121 SW Flagler Avenue Stuart FL 34994	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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PROPOSAL CHECKLIST FORM

All proposals shall be submitted in the format identified. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. This form is to be submitted with proposal package.

- | | |
|--|---|
| 1. Letter of Transmittal | Yes ☒ No ☐ |
| 2. Certifications | Yes ☒ No ☐ |
| 3. Safety Standards Certification | Yes ☒ No ☐ |
| 4. References Form | Yes ☒ No ☐ |
| 5. Schedule of Subcontractors Participation | Yes ☒ No ☐ |
| 6. Sworn Statement Pursuant | Yes ☒ No ☐ |
| 7. Drug-Free Workplace Certificate | Yes ☒ No ☐ |
| 8. Public Entity Crimes | Yes ☒ No ☐ |
| 9. Suspended Vendor List | Yes ☒ No ☐ |
| 10. Scrutinized List of Prohibited Companies | Yes ☒ No ☐ |
| 11. Additional Data is submitted (Optional) | Yes ☐ No ☒ |
| 12. Proof that Firm name is registered with State of Florida | Yes ☒ No ☐ |
| 13. Acknowledgment of addendum & submission with ITB | Yes ☒ No ☐ |
| 14. Submit a copy of all Licenses, Certificates, Registrations, Permits etc. | Yes ☒ No ☐ |
| 15. Submit 10% bond guarantee, if total exceeds \$50,000 | Yes ☒ No ☐ |
| 16. Submit any data in reference to Contract Performance | Yes ☐ No ☒ |
| 17. Evidence of Insurance | Yes ☒ No ☐ |

COMPANY NAME: McTEAGUE Construction



INVITATION TO BID

ITB 2024-108

CITY OF STUART VETERANS MEMORIAL PARK PHASE-4 AMPHITHEATRE

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RELEASE DATE: September 12, 2024

DEADLINE FOR QUESTIONS: October 11, 2024

RESPONSE DEADLINE: October 28, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/stuartfl>

City of Stuart
INVITATION TO BID
CITY OF STUART VETERANS MEMORIAL PARK PHASE-4 AMPHITHEATRE

I.	Advertisement
II.	Introduction.....
III.	Instructions to Bidders.....
IV.	General Information
V.	ARPA Terms and Conditions.....
VI.	Scope of Work
VII.	Pricing Proposal
VIII.	Vendor Questionnaire.....

Attachments:

A - ARPA Davis Bacon Wage Requirements Heavy April 2024

B - Memorial Park Phase 4 - Improvement Project Attachment A - Tech Specs
2024.09.05

C - Memorial Park Phase 4 Stage Building Bid Plans, 2024.09.05

D - Memorial Park Phase 4 Site Infrastructure Bid Plans, 2024.09.04

E - Memorial Park Phase 4 Exhibit B Stage Building Bid Specifications, 2024.09.03
(1)

F - Contract Draft ITB 2024-108 Veterans

1. Advertisement

CITY OF STUART

ITB 2024-108

CITY OF STUART VETERANS MEMORIAL PARK PHASE-4 AMPHITHEATRE

Advertisement

The City encourages E-Bidding through OpenGov Procurement at

<https://procurement.opengov.com/portal/stuartfl>. CITY OF STUART VETERANS MEMORIAL PARK PHASE-4 AMPHITHEATRE will be received by the City of Stuart at the Procurement Office, 301 SE Ocean Blvd., Suite 204, Stuart, Florida, 34994, until Monday, October 28, 2024 at 3:00 pm.

A Non-Mandatory pre bid meeting will be held at Annex Conference Room 300 SW Saint Lucie Blvd. Stuart, Florida 34994 at 11:00 am, Thursday, September 26, 2024.

If submitting via mail than please submit an original, two (2) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart, and marked "ITB 2024-108, CITY OF STUART VETERANS MEMORIAL PARK PHASE-4 AMPHITHEATRE. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened

A complete bid package can be obtained by contacting the Procurement Office at 772-288-5320, purchasing@ci.stuart.fl.us or from OpenGov Procurement at <https://procurement.opengov.com/portal/stuartfl> or by calling (800) 711-1712. The City of Stuart is not responsible for the content of any bid package received through any 3rd party bid service or any source.

Mail/Overnight/Hand Deliver Submittal Responses to:

Procurement Office

301 SE Ocean Blvd., Suite 204

Stuart, Florida 34994

Mark outside of envelope: ITB 2024-108, CITY OF STUART VETERANS MEMORIAL PARK PHASE-4 AMPHITHEATRE

Published: Thursday, September 12, 2024

2. Introduction

2.1. Summary

The project will generally consist of the construction of an outdoor Amphitheater with a Green Room to support the stage area on City-owned land located on the western portion of the City of Stuart Veteran Memorial Park on the southwest corner of SE Ocean Boulevard and SE Georgia Avenue in the City of Stuart.

The Amphitheater will be an outdoor event complex, which will include a covered stage area, Green Room, lawn seating, entry monument with plaza area, brick paver walkways and other park amenities.

Associated infrastructure will include access roads, driveways and site utilities (potable water service, sanitary sewer service, drainage, power, and irrigation).

2.2. Background

The Stuart Veteran Memorial Park is located on the southwest corner of SE Ocean Boulevard and SE Georgia Avenue in Stuart, Martin County, Florida (within Section 4, Township 38 South, Range 41 East). The park is further bordered by the City of Stuart Water Reclamation Facility to the south and by the Martin County courthouse to the west.

2.3. Contact Information

Project Contact:

Marc Rogolino

U&E Project Manager

121 SW Flagler Ave.

Stuart, FL 34994

Email: mrogolino@ci.stuart.fl.us

Phone: [\(772\) 221-4700](tel:(772)221-4700)

Procurement Contact:

Holly Vath

Interim Purchasing

121 SW Flagler Avenue

Stuart, FL 34994

Email: hvath@ci.stuart.fl.us

Phone: [\(772\) 288-5320](tel:(772)288-5320)

Department:

Public Works

2.4. Timeline

Release Project Date	September 12, 2024
-----------------------------	--------------------

Invitation To Bid #ITB 2024-108

Title: CITY OF STUART VETERANS MEMORIAL PARK PHASE-4 AMPHITHEATRE

Pre-Proposal Meeting (Non-Mandatory)	September 26, 2024, 11:00am Annex Conference Room 300 SW Saint Lucie Blvd. Stuart, Florida 34994
Question Submission Deadline	October 11, 2024, 4:00pm
Proposal Submission Deadline	October 28, 2024, 3:00pm Microsoft Teams Meeting ID: 279 017 471 615 Passcode: L3aNcd Dial in by phone +1 872-242-8065,,778588029#

3. Instructions to Bidders

3.1. Submittal

Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format are subject to disqualification.

The City of Stuart is registered with OpenGov Procurement, you may submit your bid electronically by registering on the City's e-Procurement Portal <https://procurement.opengov.com/portal/stuartfl>. Otherwise, all bids must be submitted in a sealed envelope plainly marked on the outside with the invitation to bid number, date and time of opening.

If not submitting electronically then an original, two (2) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart by the due date and time. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement Office, 301 SE Ocean Blvd., Suite 204 Stuart, Florida 34994, not later than 3:00 pm, on the day and date shown above. Any received after this date and time will not be accepted or considered and will be returned unopened to the bidder. No telegraphic or facsimile offers will be considered.

3.2. City Representative

Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions from the time of the issuance of the solicitation or advertisement until such time as the agency provides notice of an intended decision or until thirty (30) days after opening 'the bids, whichever is earlier. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.

Holly Vath

Interim Purchasing

hvath@ci.stuart.fl.us

(772) 288-5320

3.3. Bid Opening

Bids will be opened and read aloud via Teams you may join by logging into:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 279 017 471 615

Passcode: L3aNcd

Dial in by phone[+1 872-242-8065](tel:+18722428065), [778588029#](tel:+18722428029)

Phone conference ID: 778 588 029#

3.4. Withdrawal of Bids

Bids may not be withdrawn for a period of 30 days after the public opening date.

3.5. Protest

Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in accordance with section 20 of the Procurement Manual, which can be found on the City of Stuart webpage.

3.6. Questions and Answers

The City will not respond to oral inquiries. Bidders shall submit all inquiries regarding this bid via the City's e-Procurement Portal, located at <https://secure.procurenow.com/portal/stuartfl>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries.

All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

Respondents may not contact any, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the e-procurement portal.

3.7. Addenda

<https://procurement.opengov.com/portal/stuartflo> register for an account via the City's e-Procurement Portal hosted by OpenGov Procurement. Once bidder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each bidder to periodically check the site for any addenda at <https://secure.procurenow.com/portal/stuartfl>.

3.8. Delivery

Product delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.

Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.

3.9. Right to Reject

The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.

3.10. Miscellaneous

<https://procurement.opengov.com/portal/stuartfl> the terms and conditions of this solicitation.

Please check your prices before submitting your bid, as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. Be sure your bid is signed.

All items quoted must be in compliance with the specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.

The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

Bids may be received up to but not later than Monday, October 28, 2024 at 3:00 pm via the City's e-Procurement Portal located at <https://secure.procurenow.com/portal/stuartfl>. The City's e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Stuart strongly recommends completing your response well ahead of the deadline.

Failure to comply with these instructions may result in disqualification of your bid.

4. General Information

4.1. Delays

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addenda submitted to the City.

4.2. Qualification Submission and Withdrawal

The City will receive all proposals at the following addresses:

The City prefers electronic submission of bids and proposals. Please submit electronic responses via the City e-Procurement Portal <https://procurement.opengov.com/portal/stuartfl>. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

If you would like to submit a paper copy please submit at the following address:

Stuart City Hall

Procurement Office

301 SE Ocean Blvd., Suite 204

Stuart, Florida 34994

To facilitate processing, please mark the outside of the envelope as follows: ITB 2024-108 **"CITY OF STUART VETERANS MEMORIAL PARK PHASE-4 AMPHITHEATRE"** The envelope shall also include the bidder's return address.

If not submitting electronically, respondents must submit one (1) original and two (2) copies of the proposal submittal with each marked "COPY", and **one (1) electronic copy (PDF format preferred) on a CD** in a sealed envelope marked as noted above. A bidder may submit the proposal by personal delivery, mail, or express shipping service.

THE CITY MUST RECEIVE ALL BIDS BY

3:00 pm ON Monday, October 28, 2024

Due to the irregularity of mail service, the City cautions bidders to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Office, as specified above, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5320, before proposal closing time. A proposal received by the City Procurement Office after the established deadline will be retained unopened.

Bidders may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Bidders may withdraw their submissions in person or by an authorized representative. Bidders and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives) and provide the City

with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

4.3. Addenda

<https://procurement.opengov.com/portal/stuartfl> register for an account via the City's e-Procurement Portal hosted by ProcureNow. Once bidder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each bidder to periodically check the site for any addenda at <https://secure.procurenow.com/portal/stuartfl>

4.4. Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

4.5. Insurance

Proof of the following insurance will be furnished by the successful bidder by certificate of insurance, which name the City of Stuart its offices, board members, employees, and agents as additional insured on general liability & automobile liability insurance policies. The policies must be specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. The City by and through risk management department and in cooperation with the contracting department, reserves the rights to review, modify reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A-VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not obligation, to review and request or audited financial statement.

All contractors, including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the professional and/or subcontractor providing such insurance.

Workers' Compensation: with limits equal to Florida statutory requirements. Employers' liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under federal workers compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided.

If the contractor maintains higher limits than the minimums shown above, the City of Stuart requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Management department.

Commercial General Liability: insurance, Occurrence Form – ISO CG 0001 or equivalent, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

- A. Each occurrence \$2,000,000
- B. Personal/advertising injury \$1,000,000
- C. Products/completed operations aggregate \$3,000,000
- D. General aggregate \$10,000,00
- E. Fire damage \$100,000 Any 1 fire
- F. Medical expense \$10,000 Any 1 person

An additional insured endorsement must be attached to the certificate of insurance and must include coverage for completed operations (ISO forms CG2010 & CG2037) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 10 years date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City of Stuart. Policy shall contain no exclusion for third party action-over claims (injury to subcontract workers). If applicable, there shall be no exclusion for EIFS. Coverage should extend to independent contractors and fellow employees. Contractual liability is to be included. Any cross-liability exclusion should not extend to Additional Insured's.

Any subcontractors or independent contractors utilized must list the City of Stuart as additional insured including completed operations (ISO Forms CG 2038 & CG 2037).

Business Auto Liability: Must cover any auto (all owned, hired, and non-owned autos) with limits of not less than \$1,000,000 per accident. In the event bidder does not own any automobiles, the City of Stuart will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

Insurance Requirements:— Fifteen (15) days prior to the commencement of any Work under the Contract Documents, a certificate of insurance shall be provided to the City of Stuart for review and approval. The certificate shall provide that: (a) City of Stuart as Owner and named as an additional insured on the commercial general liability, auto liability, and Contractor's Builders' Risk "All Risk" insurance policies; (b) the Contractor's insurance coverage shall be primary; and (c) City of Stuart as Owner and will be given thirty (30) days' notice prior to cancellation or modification of any required insurance and such notice shall be in writing by registered mail, return receipt requested and addressed to the City of Stuart. The Contractor shall be responsible to ensure that all subcontractors comply with all insurance requirements of the Contract Documents.

All coverage shall be maintained without interruption from the date of commencement of the Work and remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07 of the General Conditions. In addition, with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, such insurance shall remain in effect for at least two years after final

payment. Contractor shall furnish Owner and Engineer with evidence satisfactory to Owner of the continuation of such insurance at final payment and again one year thereafter, so that Owner is assured of such continuing coverage.

All insurers must be authorized to do business in Florida and have a Best Key Rating of A- VII.

Certificates of Insurance: The Proposer, upon notice of award, will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

- A. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
- B. Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- C. The City of Stuart and Consultant is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance, Business Automobile Liability Insurance, and Contractor's Builders Risk "All Risk" insurance policies.
- D. The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:
 - 1. City of Stuart 121S.W. Flagler Avenue Stuart, FL 34994
- E. No City Division, Department, or individual name should appear on the certificate. NO OTHER FORMAT WILL BE ACCEPTABLE.
- F. The "Acord" certification of insurance form should be used.

4.6. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

4.7. Suspended Vendor

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information or List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

4.8. Assignment & Subcontracting

The successful bidder will not be permitted to assign its contract with the City without obtaining prior written approval of the City of Stuart. If a vendor subcontracts any portion of a contract for any reason, the bidder must include, in writing the name and address of the Subcontractor. Name of the person to be contacted, include telephone number and extent of work to be performed. This information is to be submitted with bid response. If vendor should need to change subcontractor information, changes are subject to the approval by the City. The City reserves the right to reject a proposal of any bidder if the proposal names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award.

4.9. Public Records

Bids become “public records” and shall be subject to public disclosure consistent with Chapter 119.07 Florida Statutes. Document files may be examined, during normal working hours by appointment. Requested information in this ITB will not be considered confidential and/or proprietary.

PUBLIC RECORDS LAW: Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at cityclerk@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL. 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

- A. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
- B. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

4.10. Business Registration

Bidders seeking to do business with Martin County (that fall under the categories listed below) shall, before award of contract, be registered, or shall have applied for registration, with the Florida Department of State, Division of Corporations in accordance with the provisions of Chapter 607 and/or 620, Florida Statutes (<https://dos.myflorida.com/sunbiz/>): • Corporations [foreign or domestic]

- Limited Liability Companies (LLC)
- Non-profits

- **Partnerships**

Doing Business As [DBA] - If the Bidder's name stands apart from the owner's or partners' personal legal name, or the officially registered name of an LLC or corporation, the Bidder, before award of contract, shall be registered as a fictitious name with the Florida Division of Corporations in accordance with the provisions of Chapter 865, Florida Statutes. The above requirements are also applicable to all subcontractors proposed in the bid submittal.

4.11. Licenses

Bidders shall, at the time of submitting a bid in response to this solicitation, be licensed by the appropriate federal, state and local regulatory agencies as it relates to Bidders' profession or business. Bidder shall provide proof of certification and/or registration as a Contractor by the State of Florida applicable to the work required in the solicitation.

The above requirements are also applicable to all subcontractors proposed in the bid submittal.

4.12. Business Tax Receipt

Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the bid.

4.13. Other Governmental Entities

When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms, conditions, and prices of the bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

4.14. Contract Amendment

The City reserves the right to delete, add or revise locations under this proposal at any time during the contract term when and where deemed necessary. If any locations are added or deleted from the contract, the rate quoted shall be used to determine the adjusted contract price.

4.15. Non Exclusive Contract

CONTRACTOR agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

4.16. Estimated Quantities

It shall be understood and agreed that quantities designated herein are estimated only and may be increased or decreased in accordance with the actual requirements of the City. The City may require modifications and changes to this contract, as it relates to quantities, areas, frequency of services and specified services. The Contractor shall provide the City with the cost for such additional services. All rates shall be in accordance with the unit cost structure submitted by the contractor and accepted by the City.

4.17. Default

In the event that the Contractor cannot respond adequately to the needs of the City by reason of equipment failure or any other reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

4.18. Background Information

As part of the evaluation process, the City reserves the right, to require a Bidder to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Bidder, including past performance (experience) with the City by the Bidder or any of their Owners.

4.19. Competency of Respondents

Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this ITB and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

4.20. Extra Work

The City may, at any time by a written order and without notice to the sureties, require the performance of such extra work as it may find necessary or desirable arising out of the modification of the specification or plans. An order for extra work shall be valid only by an executed change order. All work so ordered must be performed by the Contractor. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined as follows:

- A. By such applicable unit prices, if any, as are set forth in the contract; or
- B. If no such unit prices are so set forth, then by a lump sum or other unit prices mutually agreed upon by the City and the Contractor; or
- C. If no such unit prices are so set forth in the contract and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed and the cost shall be determined as follows:

1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon, to which shall be added an amount equal to 15 per cent of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.

2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site and previously approved delivery point as established by original receipted bills. No percentage shall be added to this cost.

3) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.

4) The Contractor's profit shall be computed by taking 10% of the sum of Items 1 and 2. The total cost of performing this extra work shall be the sum of Items 1, 2, 3, and 4.

Records of extra work done, if any, shall be reviewed at the end of each day by the Contractor or his representative and the Engineer, duplicate copies of accepted records made and signed by both the Contractor or his representative and the Engineer, and one copy retained by each.

Claim for payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills.

Such statements shall be submitted for the current contract payment for the month in which the work was done. No claim for extra work shall be allowed unless the same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

4.21. Bond Guarantee

A proposal guarantee must be submitted with the proposal, **if the total amount proposed exceeds \$50,000**. The bond shall be in an amount equal to ten percent (10%) of the total amount. The guarantee may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, a Cashier's Check or a Certified Check (checks made payable to The City of Stuart). Purpose of the proposal guarantee is to assure the apparent low, responsive and responsible bidder will enter into a contract to provide the described services. Should the bidder not enter into a contract the proposal guarantee shall be retained by the City to defray the additional costs of either awarding to the second low, responsive and responsible bidder or re-advertise and re-solicit the project.

*If e-bidding, bidder shall upload a copy of the bond to OpenGov Procurement ([Procurement Portal \(opengov.com\)](https://opengov.com)) and submit the original bid bond to City of Stuart, Attn: Purchasing Division, 301 SE Ocean Blvd., Suite 204 Stuart, Florida 34994 within three (3) calendar days of the bid opening. Failure to provide bid bond may deem the bid non-responsive.

4.22. Payment & Performance Bonds

The successful bidder, when awarded a contract, will be required to furnish payment and performance bonds with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

4.23. Permits

The Contractor is responsible for applying for and obtaining any and all required building, demolition or excavation permits required by any municipality or county having jurisdiction over the conduct of the

work being pursued (to include the City of Stuart and Martin County). The Contractor should take every precaution that he is aware of the cost of all required permit fees and should include those costs in his bid in the appropriate item. All City permits will be a no fee permit.

4.24. Liquidated Damages

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one hundred dollars (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every day thereafter, which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty.

The party of the first part is hereby authorized to deduct the said sum (as specified above) from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

4.25. Suspension of Work Due to Weather

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspension shall be final and binding. During the suspension of the work for any cause, it must be suitably covered and protected so as to preserve it from injury by the weather or otherwise. If the Engineer shall so direct, the rubbish and surplus material shall be removed.

The Contractor shall not be entitled to any extension of time for delays resulting from weather unless the Contractor has requested, in writing, to the City by 11 am the day of the weather delay. If the Owner or Engineer orders the suspension of work due to inclement weather, the Contractor shall receive an extension of time for the full period when such suspension is in effect until the suspension is lifted by the Owner/Engineer.

5. ARPA Terms and Conditions

5.1. ARPA Definitions

The term “Professional”, as used throughout this document shall mean the Professional, Provider, Consultant, SubProfessional, etc., as applicable with respect to the Contract or Agreement.

The term “Contract” as used throughout this document shall mean the underlying contract or agreement, as applicable.

5.2. Compliance with Applicable Law and Regulations

Professional provides services that the City may apply to the State of Florida or the federal government for funds which will be used to pay Professional or reimburse the City for payments made to Professional. This amendment is in accordance with Code of Federal Regulations Section 2 CFR 200. The City and Professional agree that with respect to any services or work performed or provided by, Consultant, Professional or its Subprofessional’s under the Contract arising from or related to the American Rescue Plan Act (ARPA), the provisions set forth in this amendment (including requirements of registering on SAM.gov) (collectively, the “2CRF 200 Requirements”) shall apply. The ARPA Requirements shall only modify the Contract upon the provision by Professional of work or services required as a result of utilizing funds given from American Rescue Plan Act. The terms and conditions of the Contract and the ARPA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the ARPA Requirements, the ARPA Requirements shall govern and prevail.

Compliance with Applicable Law and Regulations

- A. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – (Section 1352, Title 31, U.S. Code prohibits recipients of federal funds--whether grants, contracts, cooperative agreements--from using those funds to lobby to obtain, extend, or modify a federal award.) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress

in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- C. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- D. Clean Air Act 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)
- E. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- F. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- G. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- H. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- I. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- J. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations

and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- K. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- L. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- M. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- N. Subpart C 200.116 Prohibition on certain telecommunications and video surveillance services or equipment.
 - 1. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications

equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 3. See Public Law 115-232, section 889 for additional information.
 4. See also § 200.471.

O. Domestic preferences for procurements

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
2. For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- P. 200.321 Contracting with small and minority business, women’s business enterprises, and labor surplus area firms.
 - 1. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - 2. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - e. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (2)(a) through (e) of this section.

6. Scope of Work

6.1. PURPOSE

The work to be done consists of furnishing all transportation, labor, materials, tools, equipment, services, permits, utilities and all other items which are necessary or appurtenant to construct and complete the entire project and construct the project designated in the Contract Documents, in accordance with the plans and specifications and subject to the requirements of the Contract Documents, and to leave the site in a neat and presentable condition. Contractor shall provide a detail construction schedule for review and approval. Contractor shall participate in the groundbreaking ceremony on a date selected by the City. At a minimum, Contractor shall provide shovels, and equipment onsite at groundbreaking ceremony.

All performance of the Contract Work shall be completed within three hundred sixty-five (365) calendar days of the date of issuance of the NTP.

6.2. START OF WORK AND TIME FOR COMPLETION

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a proposal response, successful respondent agrees to start the work within ten (10) days of issuance of Notice to Proceed. All performance of the Contract Work shall be completed within three hundred sixty-five (365) calendar days of the date of issuance of the NTP. Commencement of the Contract Work by the Contractor shall be deemed a waiver of the NTP and shall constitute the date of commencement for the purpose of the completion deadline.

6.3. LIQUIDATED DAMAGES

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one hundred dollars (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every day thereafter, which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty. The party of the first part is hereby authorized to deduct the said sum (as specified above) from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

6.4. SITE INSPECTION

A. It is the bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities.

B. The contractor is to verify to his own satisfaction the figures appearing in these specifications. The project, as described, at the prices proposed on the proposal form. After award, no extra charge or compensation will be allowed by the City as a result of differences between actual materials and labor,

unless by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor.

6.5. EQUIPMENT

All equipment to be utilized by the successful bidder to perform, as detailed herein must be approved by the Public Works Director; or his designee. The contractor specifically agrees to remove and replace any equipment judged by the City to be poorly operating excessively noisy or dirty or in any other meaningful way disturbing to the public welfare.

6.6. INSPECTION AND DIRECTION

The work will be conducted under the general direction of the Public Works Director or designee, and is subject to inspection to insure compliance with the terms of the bid. The Public Works Director or designee will make final inspection of the work covered by this contract when it is completed and finished in all respect in accordance with specifications and must be approved before payment is made. The contractor will notify the City upon completion of replacement, repair or maintenance and the City agrees to provide inspection of the reported work within two (2) working days following the report of work completion. Any work found to be unsatisfactory by the City shall be reported to the contractor within that same period. The contractor agrees to finish all work to the satisfaction of the City, at no additional cost, prior to receiving payment for such work.

6.7. INVOICING AND PAYMENT

The City requires a firm price for each contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through each contract term will be grounds for contract termination. Payment will be made upon completion and acceptance of the work, net 30 days.

6.8. BUSINESS OPERATIONS

A. Hours of Operation: Unless otherwise directed by the Public Works Director; or his designee, the successful Contractor(s) shall insure that the following schedule is adhered to and services as required must be scheduled to insure that all work occurs between the hours of 7:00 AM and 5:00 PM; All work performed outside of hours of operation must be approved in advanced by an authorized representative of the City.

B. Inclement Weather Conditions: Upon approval by the Public Works Director or designee, the Contractor may cease operations of services during inclement weather conditions.

C. Observed Holidays New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day & Day After, Christmas Eve & Day.

6.9. PUBLIC SAFETY AND CONVENIENCE

In the Contractor's use of streets and parking lots for the work to be done under these specifications, he/she shall conform to all Municipal, County, State and federal laws and regulations as applicable. The Contractor shall at all times so conduct his/her work so as to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of work, and inconvenience to the general public and the residents in the vicinity of the work, and

to ensure the protection of persons and property, in a manner satisfactory to the Public Works Director or appointed designee. There shall be no obstruction of the travel lanes between the hours of 7:00-9:00 am and 4:00-6:00 pm without approval from the Public Works Director or designee.

6.10. PROTECTION OF PROPERTY

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner. The Contractor shall at all times guard against damage or loss to the property of the City of Stuart, including but not limited to safeguard sidewalks, curbing, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor and shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City of Stuart may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or their agents.

6.11. TIME OF STARTING WORK

The work embraced in this contract shall be actively begun within ten days after notice has been given by the Engineer or Owner to commence construction. The work shall be carried on regularly and uninterruptedly with sufficient force to ensure its completion within the time specified in the bid. Days when weather conditions prevent the continuance of the work shall not be charged against the contract time. Failure to do so shall render the Contractor liable to the City of Stuart in the amount of one hundred dollars (\$100.00) as liquidated damages for each and every day's delay in commencing work. For reasons satisfactory to the Owner, said Owner may, at its own option, waive any claims on the Contractor for damages here referred to. The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project(s); and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

6.12. ACCESSIBILITY STANDARDS

In respect to the supply and/or installation of the services and/or items as outlined under this bid/contract; the Bidder/Contractor certifies that the work will be done or the item provided is in compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction. All applicable shop drawings will be submitted for review to ensure that the product or the work as required by this bid is in compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction.

6.13. SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspension shall be final and binding. During the suspension of the work for any cause, it must be suitably covered and protected so as to preserve it from injury by the weather or otherwise. If the Engineer shall so direct, the rubbish and surplus material shall be removed.

The Contractor shall not be entitled to any extension of time for delays resulting from weather unless the Contractor has requested, in writing, to the City by 11 am the day of the weather delay. If the Owner or Engineer orders the suspension of work due to inclement weather, the Contractor shall receive an extension of time for the full period when such suspension is in effect until the suspension is lifted by the Owner/Engineer.

6.14. CONTRACTOR'S UNDERSTANDING

The party of the second part hereby admits and agrees that he has carefully read and considered the instructions to bidders herewith, and that he has made his proposal and hereby makes this Contract with full knowledge and acquiescence therein.

6.15. SUBCONTRACTOR

The Contractor shall not sublet the whole or any part of the work without the written consent and approval of the Procurement & Contracting Services Manager. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Procurement Manager, a list of all subcontractors. No work shall be done by any subcontractor until such subcontractor has been officially approved by the Procurement Coordinator. A subcontractor not appearing on original list will not be approved without written request submitted to the Procurement Coordinator and approved by the Owner. In all cases, the Contractor shall give his personal attention to the work of the subcontractors and the subcontractor is liable to be discharged by the Engineer for neglect of duty, incompetence or misconduct.

6.16. CONTRACTOR DUTIES

- a.** Mobilization and demobilization.
- b.** Coordination and scheduling of utility work (FPL, etc.)
- c.** Maintenance of Traffic (pedestrian and vehicular)
- d.** Labor, materials, and equipment.
- e.** Tools, construction equipment, and fuel.
- f.** Electric, water and utilities required for construction.
- g.** Freight and sales tax.
- h.** Testing and laboratory services.
- i.** Surveying and field engineering.
- j.** Record Drawings in a format acceptable to the Engineer/Owner. Information will be used by the Engineer for any Permit Certification Requirements.
- k.** Compliance with all the conditions of the permits issued for this project.
- l.** Construction dewatering.

m. Labor, materials, and equipment required to install any Commercial or Customer Owned Electrical Services.

n. Any other incidental labor, materials, and equipment required to construct the project.

o. Maintain an accurate record of communication and coordination with utility owners for all scheduling, installation, and all other items.

WORK SEQUENCE

A. Sequence of work will be discussed with the Owner, Engineer, Contractor, and decided prior to the start of the project. The contractor shall proceed in a manner that is logical for the progression of work.

B. Certain areas may be assigned priority to accommodate Owner's needs.

C. Work shall only be performed during the authorized construction days/hours as specified by the City of Stuart.

CONTRACTORS RESPONSIBILITIES

1. Review and incorporate Owner-reviewed shop drawings, product data, and samples into the construction of the project.

2. Receive and unload products at site or off-site storage yard; inspect for completeness or damage jointly with Owner.

3. Repair or replace items damaged after receipt.

4. Arrange and pay for product delivery to site.

5. Handle, store, and install delivered products.

6. Submit claims for transportation damage and replace damaged, defective, or deficient items.

7. Arrange for manufacturers' warranties, inspections, and service.

CONTRACTOR'S USE OF THE PREMISES

A. All work shall be within the limits of the property as shown on the plans. Work beyond the limits of this project shall be coordinated closely with the City of Stuart during the construction.

B. Contractor shall be responsible for maintenance of traffic when working within the public rights-of-way.

C. The contractor shall maintain vehicular and pedestrian access to the driveway entrances to the greatest extent practical. Exceptions will be made on a case by case basis to facilitate the work.

PERMITS REQUIRED

A. Contractor shall prepare, submit and obtain the appropriate permits from the City of Stuart.

B. Contractor shall prepare and submit a Stormwater Pollution Prevention Plan and file a Notice of Intent (NOI) with the Florida Department of Environmental Protection in accordance with National Pollutant Discharge Elimination System (NPDES).

C. Contractor shall prepare, submit and obtain the appropriate dewatering permits from the South Florida Water Management District if required to construct the project.

D. Contractor shall prepare, submit and obtain the appropriate MOT permits from the City of Stuart.

6.17. ARPA Terms and Conditions

ARPA Definitions

The term “Professional”, as used throughout this document shall mean the Professional, Provider, Consultant, SubProfessional, etc., as applicable with respect to the Contract or Agreement.

The term “Contract” as used throughout this document shall mean the underlying contract or agreement, as applicable.

Compliance with Applicable Law and Regulations

Professional provides services that the City may apply to the State of Florida or the federal government for funds which will be used to pay Professional or reimburse the City for payments made to Professional. This amendment is in accordance with Code of Federal Regulations Section 2 CFR 200. The City and Professional agree that with respect to any services or work performed or provided by, Consultant, Professional or its Subprofessional’s under the Contract arising from or related to the American Rescue Plan Act (ARPA), the provisions set forth in this amendment (including requirements of registering on SAM.gov) (collectively, the “2CRF 200 Requirements”) shall apply. The ARPA Requirements shall only modify the Contract upon the provision by Professional of work or services required as a result of utilizing funds given from American Rescue Plan Act. The terms and conditions of the Contract and the ARPA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the ARPA Requirements, the ARPA Requirements shall govern and prevail.

Compliance with Applicable Law and Regulations

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – (Section 1352, Title 31, U.S. Code prohibits recipients of federal funds--whether grants, contracts, cooperative agreements--from using those funds to lobby to obtain, extend, or modify a federal award.) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition,

contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has

not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Subpart C 200.116 Prohibition on certain telecommunications and video surveillance services or equipment.

Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

Procure or obtain;

Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information.

See also § 200.471.

Domestic preferences for procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

200.321 Contracting with small and minority business, women’s business enterprises, and labor surplus area firms.

The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (2)(a) through (e) of this section.

7. Pricing Proposal

BID SCHEDULE

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
101-1A	MOBILIZATION/GENERAL CONDITIONS/BONDS/PERMIT FEES	LS	1		
101-1B	PRE-CONSTRUCTION VIDEO	LS	1		
101-1C	CONSTRUCTION SURVEY LAYOUT & RECORD DRAWINGS	LS	1		
102-1	MAINTENANCE OF TRAFFIC	LS	1		
104-10-3	SEDIMENT BARRIER	LF	925		
104-15	SOIL TRACKING PREVENTION DEVICE	EA	1		
104-18	INLET PROTECTION SYSTEM	EA	14		
110-1-1	CLEARING & GRUBBING (INCLUDING FICUS TREE)	AC	1.55		
110-4-10	REMOVAL OF EXISTING CONCRETE (STAGE & PAVERS)	SY	860		
120-1	EXCAVATION & EMBANKMENT (SITE)	LS	1		
120-6	EMBANKMENT (BERMS)	CY	440		
160-4	TYPE B STABILIZATION (12" THICK)	SY	2,230		
285-740	CRUSHED CONCRETE BASE (8" THICK)	SY	2,080		
400-11	CONCRETE CLASS NS - GRAVITY WALL (WITH STEEL)	CY	18.2		
425-1-559	INLET DT BOTTOM TYPE E, MODIFY (CORE FOR PIPE)	EA	1		
425-10	YARD INLET	EA	3		
430-175-115	PIPE CULVERT, HDPE, 15" ROUND	LF	112		

Invitation To Bid #ITB 2024-108

Title: CITY OF STUART VETERANS MEMORIAL PARK PHASE-4 AMPHITHEATRE

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	140		
520-2-4	CONCRETE CURB, TYPE D	LF	84		
520-2-102	CONCRETE CURB, HEADER (12" WIDE)	LF	2,087		
526-1-1	PAVERS, ARCHITECTURAL, DRIVEWAY	SY	2,080		
570-1-1	PERFORMANCE TURF - BIMINI BERMUDA SOD	SF	36,000		
580-1-1	LANDSCAPE COMPLETE - NATIVE AREA- 1 GALLON 30" OC	LS	1		
580-1-2	LANDSCAPE COMPLETE - DECORATIVE AREA- 3 GALLON 30" OC	LS	1		
580-1-3	LANDSCAPE COMPLETE - DECORATIVE ACCENTS- 7 TO 15 GALLON	LS	1		
580-1-4	LANDSCAPE COMPLETE - TREES INSTALLED	LS	1		
580-1-5	LANDSCAPE COMPLETE - TREES TRANSPLANTED	LS	1		
580-1-6	LANDSCAPE COMPLETE - MULCH	CY	195		
580-1-7	LANDSCAPE COMPLETE - BOULDERS	EA	25		
590-70	IRRIGATION SYSTEM	LS	1		
630-2-11A	1" CONDUIT (F&I) (IN TRENCH)(LIGHTING & POWER)	LF	2,400		
630-2-11B	2" CONDUIT (F&I) (IN TRENCH)(LIGHTING & POWER)	LF	344		
635-2-11	PULL BOX (F&I) (INGROUND MOUNT)	EA	10		
715-1-11	CONDUCTOR (F&I) (INSULATED) (NO. 10)	LF	38,400		

Invitation To Bid #ITB 2024-108

Title: CITY OF STUART VETERANS MEMORIAL PARK PHASE-4 AMPHITHEATRE

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
715-1-15	CONDUCTOR (F&I) (INSULATED) (NO. 3/0)	LF	1,729		
715-11A	LUMINAIRE (F&I) (PATH LIGHT)	EA	8		
715-11B	LANDSCAPE LIGHTING	EA	31		
715-516-116	LIGHTING POLE COMPLETE (F&I)	EA	8		
715-7-11A	ELECTRICAL SERVICE & RISER	EA	1		
715-7-11B	POWER PEDESTAL	EA	3		
1050-3123	3" SANITARY SERVICE LINE	LF	40		
1050-3126	6" SANITARY SERVICE LINE	LF	130		
1060-11211	UTILITY STRUCTURE, BELOW GROUND, F&I, SANITARY CLEANOUT	EA	4		
1080-21102	2" POTABLE WATER SERVICE - COMPLETE (2" POLY LINE, 2" METER, CORP STOP)	LS	1		
1080-21400	UTILITY FIXTURE, IRR VALVE, RELOCATE	EA	1		
1080-21500	UTILITY FIXTURE, VALVE, ADJUST	EA	6		
1644-1	RELOCATE FIRE HYDRANT	EA	1		
2000-1	STAGE CONSTRUCTION	LS	1		
2000-2	STAGE RAMP	LS	1		
2000-3	STAGE STAIRS	LS	4		
2000-4	ENTRY FEATURE - SEAT WALL	LS	2		
2000-5	ENTRY FEATURE - ARCH	LS	1		
2000-6	WASTE RECEPTACLE	EA	3		

Invitation To Bid #ITB 2024-108

Title: CITY OF STUART VETERANS MEMORIAL PARK PHASE-4 AMPHITHEATRE

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
2000-7	BENCHES	EA	3		
2000-8	BIKE RACK	EA	1		
2000-9	REMOVEABLE BOLLARDS AT DRIVEWAY	EA	5		
2000-10	STAGE CANOPY	LS	1		
2000-11	RAMP CANOPY	LS	1		
2000-12	BUILDING/FOUNDATION	LS	1		
2000-13	FPL POWER (ALLOWANCE)	LS	1		
TOTAL					

8. Vendor Questionnaire

8.1. [Proposal Checklist](#)

Please download the below documents, complete, and upload.

- [Checklist.pdf](#)

8.2. [Certification*](#)

The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of ninety (90) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive, and no further evaluation of the proposal will occur.

I do hereby confirm the above information as valid and true:

☐ Please confirm

*Response required

8.3. [Safety Standards Certification*](#)

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Safety Standards Certificat...](#)

*Response required

8.4. [References Form*](#)

Please download the below documents, complete, and upload.

- [Refernces_Form.pdf](#)

*Response required

8.5. [Schedule of Subcontractors Participation *](#)

Please download the below documents, complete, and upload.

- [Schedule of Subcontractors ...](#)

*Response required

8.6. Sworn Statement Pursuant to Section 287.133(3)(a)*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Sworn Statement Pursuant to...](#)

*Response required

8.7. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

- [Drug Free Work Cert.pdf](#)

*Response required

8.8. Public Entity Crimes*

Please download the below documents, complete, and upload.

- [Public Entity Crimes .pdf](#)

*Response required

8.9. Suspended Vendor List*

City of Stuart, FL will verify that your company name is not on this list:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/suspended_vendor_list

Please identify your legal company name here:

*Response required

8.10. Scrutinized List of Prohibited Companies List*

City of Stuart, FL will verify that your company name is not on this list:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/suspended_vendor_list

Please identify your legal company name here:

*Response required

8.11. Do you affirm and represent that you are registered with E-Verify System and are using same, and will continue to use the same as required by Section 448.095, Florida Statute?*

By entering into a contract with the City of Stuart, you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Further, by your entering into a contract, you affirm and represent that you are registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Fla. Stat. Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System

to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.”

*Response required

8.12. Compliance with ARPA Terms and Conditions*

By entering into a contract with the City of Stuart, you are obligated to comply with all provisions of ARPA terms and conditions. Please confirm

☐ Please confirm

*Response required



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Patriot Growth Insurance Services, LLC 8382 Baymeadows Road, Suite #2 Jacksonville FL 32256	CONTACT NAME: Certificate Dept PHONE (A/C, No, Ext): (800) 563-5467 FAX (A/C, No): (904) 530-5003 E-MAIL ADDRESS: certificates@insuresig.com																					
INSURED McTeague Construction Co Inc 624 Se Central Pkwy Stuart FL 34994-3970	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Southern-Owners Insurance Company</td> <td>10190</td> </tr> <tr> <td>INSURER B:</td> <td>Auto-Owners Insurance Company</td> <td>18988</td> </tr> <tr> <td>INSURER C:</td> <td>Insurance Company of the West</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td>Westchester Surplus</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Southern-Owners Insurance Company	10190	INSURER B:	Auto-Owners Insurance Company	18988	INSURER C:	Insurance Company of the West		INSURER D:	Westchester Surplus		INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER D:	Westchester Surplus																					
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL246637927**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY			72618708	07/10/2024	07/10/2025	EACH OCCURRENCE		
	☐ CLAIMS-MADE ☒ OCCUR						\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	☐ POLICY ☒ PROJECT ☐ LOC						MED EXP (Any one person)	\$ 10,000	
	OTHER:						PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COM/OP AGG	\$ 2,000,000	
								\$	
B	☒ AUTOMOBILE LIABILITY			4380812601	04/03/2024	04/03/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	☒ ANY AUTO							BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$
								\$	
A	☒ UMBRELLA LIAB ☒ OCCUR			4290093201	07/10/2024	07/10/2025	EACH OCCURRENCE	\$ 1,000,000	
	☐ EXCESS LIAB ☐ CLAIMS-MADE							AGGREGATE	\$ 1,000,000
	DED ☒ RETENTION \$ 10,000								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WFL507825300	06/08/2024	06/08/2025	☒ PER STATUTE ☐ OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N						E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A					E.L. DISEASE - EA EMPLOYEE	\$ 500,000
								E.L. DISEASE - POLICY LIMIT	\$ 500,000
D	Contractors Pollution			G48685961	07/17/2024	07/17/2025	Occurrence	1,000,000	
							Aggregate	2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Carpentry / Construction / State of Florida

CERTIFICATE HOLDER**CANCELLATION**

City of Stuart
121 SW Flagler Avenue

Stuart

FL 34994

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 11/25/2024

Prepared by: Kristopher McCrain

Title of Item:

OCEAN EAST MALL FINAL PLAT (RC):

RESOLUTION No. 125-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A PLAT TITLED "OCEAN EAST MALL" BEING A PLAT OF A PARCEL OF LAND LYING SOUTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 38 SOUTH, RANGE 41 EAST CITY OF STUART, MARTIN COUNTY, FLORIDA, AS SET FORTH IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 110 PAGE 355, MARTIN COUNTY, FLORIDA PUBLIC RECORDS, CONTAINING 11.24 ACRES, MORE OR LESS PREPARED BY ELIZABETH A. LINDSAY, FLORIDA PROFESSIONAL LAND SURVEYOR FLORIDA REGISTRATION NO. 4724; LICENSED BUSINESS NO. 6852 FOR OCEAN EAST MALL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

On April 29, 2024, the City of Stuart Development Department received applications for a Plat and Minor Development Plan, submitted by Kimley-Horn and Associates on behalf of Ocean East Capital Partners, LLC, to subdivide an 11.24 acre parcel of land and construct a convenient restaurant and drive-through.

On August 9, 2024, the City of Stuart Development Department received an application for Major Conditional Use approval, submitted by Kimley-Horn and Associates on behalf of Ocean East Capital Partners, LLC.

On September 23, 2024, the City of Stuart City Commission granted a Major Conditional Use, via Resolution Number 97-2024, to provide relief from certain provisions of the S.E. Ocean Boulevard Overlay Zone, as outlined under Land Development Code Section 3.03.02(B) –*Commercial & Multi-Family Section*.

The submitted Minor Development Plan application is under review with the Development Department and City staff. Prior to the issuance of a site permit or building permit for this development, approval of the Minor Development Plan application will be required from the Development Director.

Funding Source:

N/A

Recommended Action:

Staff recommends the City Commission approve the Final Plat for Ocean East Mall.

ATTACHMENTS:

1. Resolution 125-2024 Ocean East Mall Plat
2. Application
3. Agent Authorization
4. Plat
5. Boundary Survey
6. Special Warranty Deed

7. Title Docs - Recorded
8. Recorded Deed
9. Owners Policy and Deed
10. City Consultant Surveyor Approval Letter



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 125-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A PLAT TITLED "OCEAN EAST MALL" BEING A PLAT OF A PARCEL OF LAND LYING SOUTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 38 SOUTH, RANGE 41 EAST CITY OF STUART, MARTIN COUNTY, FLORIDA, AS SET FORTH IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 110 PAGE 355, MARTIN COUNTY, FLORIDA PUBLIC RECORDS, CONTAINING 11.24 ACRES, MORE OR LESS PREPARED BY ELIZABETH A. LINDSAY, FLORIDA PROFESSIONAL LAND SURVEYOR FLORIDA REGISTRATION NO. 4724; LICENSED BUSINESS NO. 6852 FOR OCEAN EAST MALL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on December 11, 1989, the City of Stuart City Commission adopted Ordinance Number 1174-89, adopting a Comprehensive Growth Management Plan as mandated by the Local Government Comprehensive Plan and Land Development Regulation Act, Chapter 163, Part II, Florida State Statutes, also known as the City of Stuart Comprehensive Plan,

WHEREAS, on December 11, 1972, the City of Stuart City Commission adopted Ordinance Number 551 for an Annexation into the City of Stuart limits and assigning the B-1 (Business, Limited) Zoning District.

WHEREAS, on April 29, 2024, the City of Stuart Development Department received applications for a Plat and Minor Development Plan, submitted by Kimley-Horn and Associates on behalf of Ocean East Capital Partners, LLC to subdivide the 11.24-acre parcel and construct a Convenience Restaurant and drive-through.

WHEREAS, on August 9, 2024, the City of Stuart Development Department received an application for Major Conditional Use approval, submitted by Kimley-Horn and Associates on behalf of Ocean East Capital Partners, LLC.

WHEREAS, on September 23, 2024, the City of Stuart City Commission granted a Major Conditional Use, via Resolution Number 97-2024, to provide relief from certain provisions of the S.E. Ocean Boulevard Overlay Zone outlined under Land Development Code Section 3.03.02(B) – Commercial & Multi-Family Section.

WHEREAS, the Minor Development Plan application is currently under review with the Development Department and shall require approval prior to the issuance of any site permits and building permits for the proposed convenience restaurant and drive-through.

WHEREAS, the Applicant has committed to the City that its development will comply with all development codes, plans, standards, and conditions approved by the City of Stuart City Commission; and that it will bind its successors in title to any such commitments made upon approval of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: That certain plat titled “Ocean East Mall”, being a plat of a parcel of land lying in the southeast one-quarter of section 3, township 38 south, range 41 east,

Resolution Number 125-2024; Ocean East Mall

within the City of Stuart, Martin County, Florida, prepared by Elizabeth A. Lindsay, Professional Land Surveyor, Florida Professional Registration No. 4724, initially filed with the City Development Department on April 29, 2024, is hereby approved by the City of Stuart City Commission as being in compliance with the platting requirements outlined under Chapter 177, Florida Statutes and local laws relative thereto.

SECTION 2: This Resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

CAMPBELL RICH, MAYOR
EULA R. CALRKE, VICE MAYOR
CHRISTOPHER COLLINS, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of _____, 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM

Resolution Number 125-2024; Ocean East Mall

AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY



City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: Km
Reviewed by: Km



Plat Application

Project ID# 224040008
(Staff Entry)

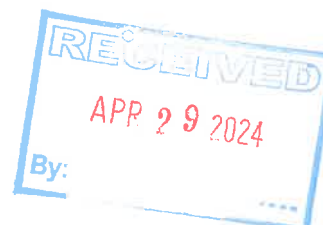
Pre-App Conference Date: April 11, 2023	Application Date: March 15, 2024
---	----------------------------------

SITE INFORMATION

Project Name: Ocean East Starbucks	Parcel ID#: 03-38-41-000-000-00-00100-7
Site Address: 2300 SE Ocean East Blvd, Stuart FL	
Subdivision:	Lot(s):
Site Acreage: 0.70 Acres created out of the 11.28 Acre parcel	Flood Zone/Base Flood Elevation: Zone X
Existing Zoning District / CRA Subdistrict (if applicable):	B-1 Limited Business
Current Comprehensive Plan Future Land Use Designation:	Commercial

PETITIONER INFORMATION

Property Owner: Ocean East Capital Partners, LLC	Phone Number / Email Address 305-779-3164/Alan Esquenazi
Property Owner's Mailing Address: 151 N Nob Hill Road #290 Plantation FL 33324	
Applicant (if not Owner):	Phone Number / Email Address:
Applicant's Mailing Address:	
Agent/Contact Person: Kristina Belt, P.E.	Phone Number / Email Address: kristina.belt@kimley-horn.com
Agent's Mailing Address: 445 24th Street, Suite 200, Vero Beach, FL 32960	
Surveyor: Adriana Santillana - FWH Architects	Engineer: Kristina Belt, P.E. - Kimley-Horn
Planner:	Attorney:



Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared _____

Who, being by me first duly sworn, on oath deposed and says:

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting approval of a _____ in the City of Stuart, FL.
3. That he/she has appointed Kristina Belt, P.E. to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: East Ocean Capital Partners, LLC

[Signature]
Signature of Owner:
151 Nob Hill Road #290

Street Address

P.O. Box

305-779-3164

Telephone Number

Alan.Esquenazi@colliers.com

Email Address:

Alan Esquenazi/Owner

By: Name/Title
Plantation, FL, 33324

City, State, Zip Code

City, State, Zip Code

Fax Number

STATE OF FLORIDA, COUNTY OF Indian River

Sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this

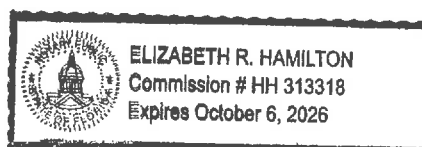
19th day of March, 2021 By Alan Esquenazi

Personally Known OR Produced Identification
Type of Identification Produced:

[Signature]
Notary Public

My Commission expires:

10/06/2026



Financial Responsibility Form

(Please Print or Type)

The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will be made prior to the receipt of the consultant comments.

Name: Alan Esquenazi
Title: Owner
Company: Ocean East Capital Partners, LLC
Company Address: 151 Nob Hill Road #290

City/State/Zip Code: Plantation/Florida/33324
Telephone Number: 305-779-3164
Facsimile Number:
Email Address (optional):

I hereby certify that all information contained herein is true and correct.

1. Signed this 17th day of MARCH, 2024.



Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

Application Requirements

Fee: \$852.00 *(this does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees)*

Submittal Requirements: A completed application form, the payment of fees, and a plat conforming to the requirements of F.S. Chapter 177, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed and by any other information required by the City Development Director.

Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application, including a recommendation from the Public Works Director. The City Commission is also required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.

Justification: Written justification supporting how the application is in compliance with the requirements of F.S. Chapter 177, the City's comprehensive plan, and the City's Land Development Regulations *(include additional pages if needed)*.

(over)

Date: 05/13/2024

RE: Applications for Permits and Approvals

TO: Whom it May Concern

Ocean East Capital Partners LLC (the "Owner") is in the process of obtaining required approvals located at 2300 SE Ocean Blvd. Stuart, FL 34994 (the "Site").

On behalf of the Owner, I hereby authorize Kimley-Horn and Associates, Inc. (the "Engineer"), the Applicant's consulting engineers, to act as agents of the Owner for the purpose of obtaining permits and approvals related to the renovation of the Site.

In such capacity, the Engineer's authority is expressly limited to signing and delivering applications for permits and approvals that are related to the renovation of the Site and to advancing nominal funds on the Owner's behalf as required to file such applications. The Engineer is not authorized to negotiate on the Owner's behalf or to bind or obligate the Owner in any manner whatsoever, including without limitation accruing any obligations on the Owner's behalf to pay for or construct improvements without additional authorization in writing from the Owner.

Sincerely,



Name: Alan Esquenazi

Title: MANAGER

Company: Ocean East Capital Partners LLC

NOTARY

County of Florida Indian River

State of Florida

The foregoing instrument was acknowledged before me this 13th day of May, 2024 by Alan Esquenazi of Ocean East Capital Partners LLC who is (personally known to me) or who has produced _____, as identification and who did not take an oath.

NOTARY PUBLIC:

My Commission Expires: 10/06/2026



Print Name: Elizabeth R. Hamilton





Recorded in Martin County, FL 10/25/2022 8:37 AM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: \$27.00 Deed Tax: \$63,893.90
CFN#2986362 BK 3342 PG 1973 PAGE 1 of 3

Prepared by and return to:
Harold L. Lewis, Esq.
Haber Law, P.A.
251 NW 23rd Street
Miami, FL 33127

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed this 24th day of October, 2022, by OCEAN EAST IMPROVEMENTS, LLC, a Delaware limited liability company, whose address is 565 Taxter Road, Suite 400, Elmsford, NY 10523 ("Grantor") to Ocean East Capital Partners, LLC, a Delaware limited liability company ("Grantee").

W I T N E S E T H:

THAT Grantor, for and in consideration of Ten and No/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantee, the following described property, situate and being in Martin County, Florida (the "Property")

SEE EXHIBIT "A" ATTACHED HERETO

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

THIS CONVEYANCE is subject to the following:

1. Taxes and assessments for the year 2022 and all subsequent years.
2. Zoning ordinances, restrictions, prohibitions and other requirements imposed by governmental authority.
3. Conditions, restrictions, reservations, limitations, easements and agreements of record, if any, but this reference shall not serve to reimpose same.

AND Grantor hereby covenants with Grantee that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Date: 05/13/2024

RE: Applications for Permits and Approvals

TO: Whom it May Concern

Ocean East Capital Partners LLC (the "Owner") is in the process of obtaining required approvals located at 2300 SE Ocean Blvd. Stuart, FL 34994 (the "Site").

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Sincerely,



Name: Alan Esquenazi

Title: MANAGER

Company: Ocean East Capital Partners LLC

NOTARY

County of Florida Indian River

State of Florida

The foregoing instrument was acknowledged before me this 13th day of May, 2024 by Alan Esquenazi of Ocean East Capital Partners LLC who is (personally known to me) or who has produced _____, as identification and who did not take an oath.

NOTARY PUBLIC:

My Commission Expires: 10/06/2026

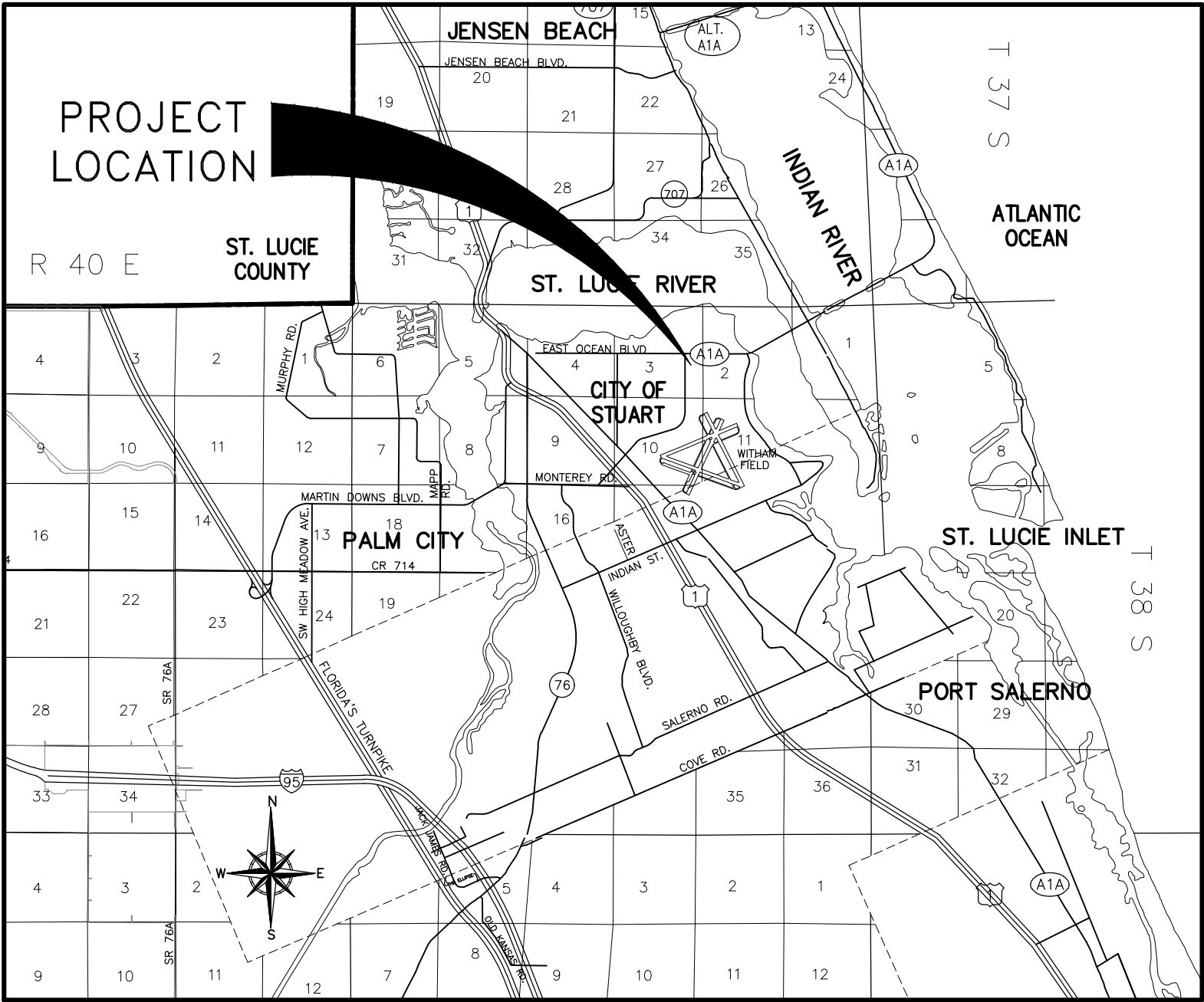


Print Name: Elizabeth R. Hamilton



P:\FL2011709-Kimley-Horn\24-07 east ocean mall\PLAT\24-04 OCEANS EAST PLAT REV1.dwg, 10/11/2024 8:54:50 AM, DWG To PDF.pc3, 1:1, EAL

OCEANS EAST MALL
BEING A PLAT OF A PARCEL OF LAND LYING IN THE SOUTHEAST
ONE-QUARTER OF SECTION 3, TOWNSHIP 38 SOUTH, RANGE 41 EAST
CITY OF STUART, MARTIN COUNTY, FLORIDA.
SHEET 1 OF 3



LOCATION SKETCH
NOT TO SCALE

CITY OF STUART APPROVAL

STATE OF FLORIDA
COUNTY OF MARTIN

THIS PLAT IS HEREBY APPROVED BY THE UNDERSIGNED ON THE DATE OR DATES INDICATED.

DATE: _____ CITY MAYOR
DATE: _____ CITY CLERK
DATE: _____ CITY ATTORNEY
DATE: _____ CITY ENGINEER
DATE: _____ CITY PLAT REVIEWER

TITLE CERTIFICATION

I, _____, A MEMBER OF THE _____ BAR, HEREBY CERTIFY THAT AS
OF _____, 2024:

RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT IS IN THE NAME OF THE PERSON(S),
CORPORATION(S), AND/OR OTHER ENTITY(IES) EXECUTING THE CERTIFICATE OF OWNERSHIP AND DEDICATION
HEREON.

ALL MORTGAGES HAVE BEEN SATISFIED OR RELEASED OF RECORD ENCUMBERING THE LAND DESCRIBED
HEREON.

ALL TAXES THAT ARE DUE AND PAYABLE PURSUANT TO SECTION 197.192 F.S. HAVE BEEN PAID.

DATED THIS _____ DAY OF _____, 2024

NAME: _____
ATTORNEY AT LAW, FLORIDA BAR NO. _____
ADDRESS: _____

CLERK'S RECORDING CERTIFICATE

I, CAROLYN TIMMANN, CLERK OF THE CIRCUIT
COURT OF MARTIN COUNTY, FLORIDA, HEREBY
CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN
PLAT BOOK _____, PAGE
_____, MARTIN COUNTY, FLORIDA,
PUBLIC RECORDS THIS _____ DAY OF
_____, 2024

CAROLYN TIMMANN

CIRCUIT COURT
MARTIN COUNTY, FLORIDA

BY _____
DEPUTY CLERK
FILE NO. _____

SUBDIVISION PARCEL CONTROL NUMBER

LEGEND

- Δ INDICATES DELTA (CENTRAL) ANGLE
⊙ INDICATES NO. 5 (5/8") IRON ROD AND CAP "BL LB 6852"
□ INDICATES SET 4"x4" CONCRETE MONUMENT WITH ALUMINUM DISK STAMPED "BETSY
LINDSAY, INC. LB 6852 PRM" [PERMANENT REFERENCE MONUMENT (PRM)] UNLESS
OTHERWISE NOTED
● INDICATES PERMANENT CONTROL POINT MAG NAIL AND DISK "BL PCP LB 6852"
○ INDICATES NO. 5 (5/8") IRON ROD AND BLUE CAP STAMPED "PRM BLI LB 6852"
[PERMANENT REFERENCE MONUMENT (PRM)] UNLESS OTHERWISE NOTED
A.K.A. INDICATES ALSO KNOWN AS
BL INDICATES BETSY LINDSAY, INC.
(C) INDICATES PER COMPUTED
C.C.R. INDICATES CERTIFIED CORNER RECORD
CM INDICATES CONCRETE MONUMENT
(D) INDICATES PER DEED
D.E. INDICATES DRAINAGE EASEMENT
IR&C INDICATES IRON ROD AND CAP
L INDICATES LENGTH OF ARC
LB INDICATES LICENSED BUSINESS
(M) INDICATES MEASURED
M.B. INDICATES MAP BOOK
NAD INDICATES NORTH AMERICAN DATUM
O.R.B. INDICATES OFFICIAL RECORDS BOOK
P.B. INDICATES PLAT BOOK
PCP INDICATES PERMANENT CONTROL POINT
PG. INDICATES PAGE
PRM INDICATES PERMANENT REFERENCE MONUMENT
P.O.B. INDICATES POINT OF BEGINNING
R INDICATES RADIUS
R/W INDICATES RIGHT OF WAY
SQ.FT. INDICATES SQUARE FEET
U.E. INDICATES UTILITY EASEMENT

GENERAL NOTES

A. BEARINGS, COORDINATES AND DISTANCES AS SHOWN HEREON REFERENCE GRID NORTH AND ARE BASED ON STATE PLANE
COORDINATES, NORTH AMERICAN DATUM OF 1983/1990 (NAD 83/90), FLORIDA EAST ZONE, U.S. SURVEY FEET, REFERENCE A
BEARING OF S89°56'50"E ALONG THE NORTH LINE OF SOUTHEAST ONE-QUARTER (SE 1/4) SECTION 3, TOWNSHIP 38 SOUTH,
RANGE 41 EAST.

B. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN
AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE
MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF
THIS COUNTY.

C. IN THE EVENT THAT THE CITY OF STUART DISTURBS THE SURFACE OF A PRIVATE STREET DUE TO MAINTENANCE, REPAIR
OR REPLACEMENT OF A PUBLIC IMPROVEMENT LOCATED THEREIN, THEN THE CITY SHALL BE RESPONSIBLE FOR RESTORING THE
STREET SURFACE TO THE EXTENT WHICH WOULD BE REQUIRED IF THE STREET WERE A PUBLIC STREET, IN ACCORDANCE WITH
COUNTY SPECIFICATIONS.

D. THERE SHALL BE NO BUILDINGS OR ANY OTHER KIND OF CONSTRUCTION OR PLACEMENT OF TREES OR SHRUBS IN OR ON
UTILITY AND/OR DRAINAGE EASEMENTS.

CERTIFICATE OF SURVEYOR AND MAPPER

I, ELIZABETH A. LINDSAY, HEREBY CERTIFY THAT THIS PLAT OF OCEANS EAST MALL AS SHOWN HEREON IS A TRUE AND
CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT SUCH SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION
AND SUPERVISION; THAT SUCH SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT
REFERENCE MONUMENTS HAVE BEEN PLACED, AS REQUIRED BY LAW; THAT PERMANENT CONTROL POINTS WILL BE SET FOR
THE REQUIRED IMPROVEMENTS WITHIN THE PLATTED LANDS; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL
OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND APPLICABLE ORDINANCES OF MARTIN COUNTY, FLORIDA

BY: _____
ELIZABETH A. LINDSAY
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 4724
LICENSED BUSINESS NO. 6852

DATE: _____

LEGAL DESCRIPTION

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL OF LAND LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF EAST OCEAN BOULEVARD
(STATE ROAD A-1-A); THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN
COUNTY, FLORIDA, LESS THE WEST 440 FEET THEREOF, AND LESS THE PARCEL CONVEYED TO JAMES N. BRUNER, AS SET FORTH IN INSTRUMENT
RECORDED IN OFFICIAL RECORDS BOOK 110 PAGE 355, MARTIN COUNTY, FLORIDA PUBLIC RECORDS.

ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE INTERSECTION WITH THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (N.E. ¼, S.E. ¼)
OF SECTION 3, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA AND THE SOUTHERLY RIGHT-OF WAY LINE OF STATE RD. A-1-A
(EAST OCEAN BOULEVARD); THENCE SOUTH 0°10'03" WEST, ALONG THE EAST LINE OF SAID NORTHEAST ONE-QUARTER OF THE SOUTHEAST
ONE-QUARTER, A DISTANCE OF 115.92 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID EAST LINE SOUTH 0°10'03" WEST, A
DISTANCE OF 483.81 FEET TO AN INTERSECTION WITH THE NORTH LINE OF A PARCEL CONVEYED TO JAMES N. BRUNER IN OFFICIAL RECORD BOOK
110, PAGE 355, THENCE NORTH 77°18'17" WEST ALONG SAID NORTH LINE A DISTANCE OF 910.72 FEET TO AN INTERSECTION WITH THE EAST LINE
OF THE WEST 440.00 FEET OF SAID NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (N.E. ¼ OF THE S.E. ¼) OF SAID SECTION 3,
THENCE NORTH 0°07'58" EAST ALONG SAID EAST LINE A DISTANCE OF 600.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF
WAY LINE OF SAID STATE ROAD A-1-A; THENCE SOUTH 77°17'31" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 7.68 FEET
TO THE EAST LINE OF THE WEST 447.50 FEET OF SAID NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (N.E. ¼ OF THE S.E. ¼)
OF SAID SECTION 3; THENCE SOUTH 0°07'58" WEST ALONG SAID LINE, A DISTANCE OF 231.90 FEET TO A POINT; THENCE SOUTH 89°38'42"
EAST A DISTANCE OF 100.00 FEET; THENCE NORTH 0°06'35" EAST A DISTANCE OF 210.00 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF
SAID STATE ROAD A-1-A; THENCE SOUTH 77°17'31" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 633.31 FEET TO A POINT
THENCE SOUTH 0°54'08" WEST A DISTANCE OF 140.31 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A CENTRAL
ANGLE OF 89°41'31" AND THE RADIUS OF 9.05 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 14.17 FEET TO
THE END OF SAID CURVE; THENCE SOUTH 88°46'46" EAST, A DISTANCE OF 156.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 489,434 SQUARE FEET OR 11.24 ACRES, MORE OR LESS.

PROPERTY ADDRESS: 2300 SE OCEAN BOULEVARD, STUART, FLORIDA
PARCEL ID: 03-38-41-000-000-00100-7

CERTIFICATE OF OWNERSHIP AND DEDICATION

OCEANS EAST CAPITAL PARTNERS LLC, A FLORIDA LIMITED LIABILITY COMPANY, BY AND THROUGH ITS UNDERSIGNED MANAGING MEMBER
DOES HEREBY CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND THAT THE OWNER DOES HEREBY
DEDICATE AS FOLLOWS:

1. ACCESS EASEMENT
THE ACCESS EASEMENT SHOWN ON THIS PLAT OF OCEANS EAST MALL AND DESIGNATED AS SUCH ON THE PLAT, IS HEREBY RESERVED TO
OCEANS EAST CAPITAL PARTNERS LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND/OR ASSIGNS FOR CROSS ACCESS
PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF THE OWNER OF PARCEL B, ITS SUCCESSORS AND/OR ASSIGNS WITHOUT
RECOURSE TO THE CITY OF STUART NOR MARTIN COUNTY.

THE CITY OF STUART HAS NO RESPONSIBILITY FOR CONSTRUCTION OR MAINTENANCE OF ANY IMPROVEMENTS CONSTRUCTED WITH THIS PLAT.

SIGNED AND SEALED THIS _____ DAY OF _____, 2024, ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY ITS

OCEANS EAST CAPITAL PARTNERS LLC
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: _____ BY: _____
PRINTED NAME: _____ PRINTED NAME: _____

WITNESS: _____

PRINTED NAME: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MARTIN

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION THIS ____ DAY OF
_____, 2024, BY _____ HE/SHE (____) IS PERSONALLY KNOWN TO ME, OR (____) PRODUCED
_____, AS IDENTIFICATION, AND (____) DID (____) DID NOT TAKE AN OATH.
SWORN TO AND SUBSCRIBED TO BEFORE ME ON THIS _____ DAY OF _____, 2024.

SIGNATURE OF NOTARY PUBLIC

NAME OF NOTARY (PRINT OR TYPE)
MY COMMISSION EXPIRES: _____

NOTARY STAMP

ACCEPTANCE OF DEDICATIONS

OCEANS EAST CAPITAL PARTNERS LLC, A FLORIDA LIMITED LIABILITY COMPANY, DOES HEREBY ACCEPT OWNERSHIP AND DEDICATION
OF THE ACCESS EASEMENT AS SHOWN ON THIS PLAT OF OCEANS EAST MALL, HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR
SAME AS STATED HEREON.

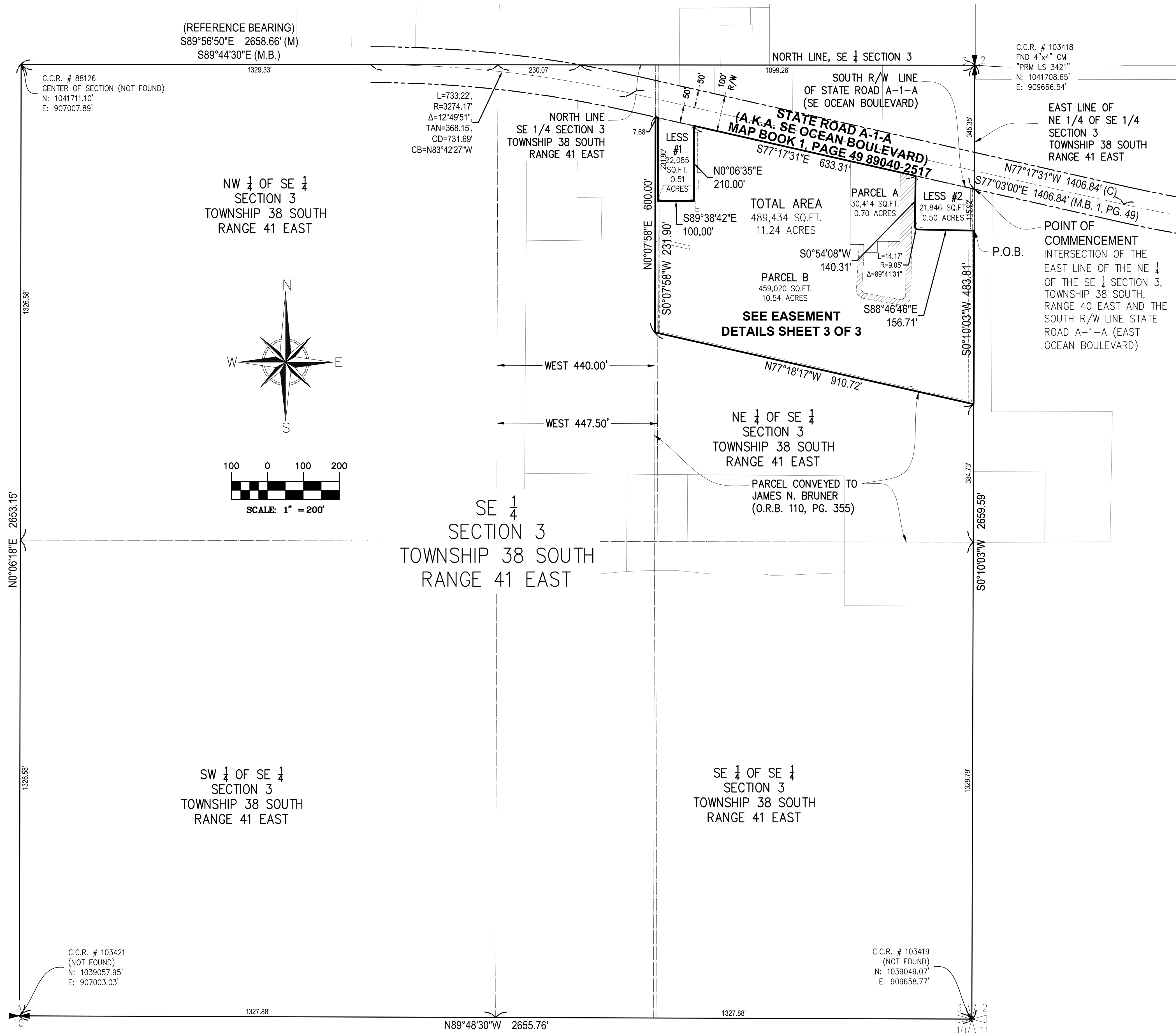
DATED THIS _____ DAY OF _____, 2024, OCEANS EAST CAPITAL PARTNERS LLC, A FLORIDA LIMITED LIABILITY
COMPANY.

WITNESS: _____ BY: _____
PRINTED NAME: _____ PRINTED NAME: _____
PRESIDENT

WITNESS: _____
PRINTED NAME: _____

SEAL	SEAL	SEAL	B BETSY LINDSAY A DIVISION OF HALEY WARD, INC. 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5933 FAX LICENSED BUSINESS NO. 6852 OCEANS EAST MALL SHEET 1 OF 3
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OCEANS EAST MALL
BEING A PLAT OF A PARCEL OF LAND LYING IN THE SOUTHEAST
ONE-QUARTER OF SECTION 3, TOWNSHIP 38 SOUTH, RANGE 41 EAST
CITY OF STUART, MARTIN COUNTY, FLORIDA.
SHEET 2 OF 3



- LEGEND**
- Δ INDICATES DELTA (CENTRAL) ANGLE
 - ⊙ INDICATES NO. 5 (5/8") IRON ROD AND CAP "BL LB 6852"
 - ⊞ INDICATES SET 4"x4" CONCRETE MONUMENT WITH ALUMINUM DISK STAMPED "BETSY LINDSAY, INC. LB 6852 PRM" [PERMANENT REFERENCE MONUMENT (PRM)] UNLESS OTHERWISE NOTED
 - INDICATES PERMANENT CONTROL POINT MAG NAIL AND DISK "BL PCP LB 6852"
 - INDICATES NO. 5 (5/8") IRON ROD AND BLUE CAP STAMPED "PRM BLI LB 6852" [PERMANENT REFERENCE MONUMENT (PRM)] UNLESS OTHERWISE NOTED
 - A.K.A. INDICATES ALSO KNOWN AS
 - BL INDICATES BETSY LINDSAY, INC.
 - (C) INDICATES PER COMPUTED
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 - D.E. INDICATES DRAINAGE EASEMENT
 - IR&C INDICATES IRON ROD AND CAP
 - L INDICATES LENGTH OF ARC
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 - O.R.B. INDICATES OFFICIAL RECORDS BOOK
 - P.B. INDICATES PLAT BOOK
 - PCP INDICATES PERMANENT CONTROL POINT
 - PC INDICATES PAGE
 - PRM INDICATES PERMANENT REFERENCE MONUMENT
 - P.O.B. INDICATES POINT OF BEGINNING
 - R INDICATES RADIUS
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 - U.E. INDICATES UTILITY EASEMENT

GENERAL NOTES

A. BEARINGS, COORDINATES AND DISTANCES AS SHOWN HEREON REFERENCE GRID NORTH AND ARE BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 1983/1990 (NAD 83/90), FLORIDA EAST ZONE, U.S. SURVEY FEET, REFERENCE A BEARING OF S89°56'50"E ALONG THE NORTH LINE OF SOUTHEAST ONE-QUARTER (SE 1/4) SECTION 3, TOWNSHIP 38 SOUTH, RANGE 41 EAST.

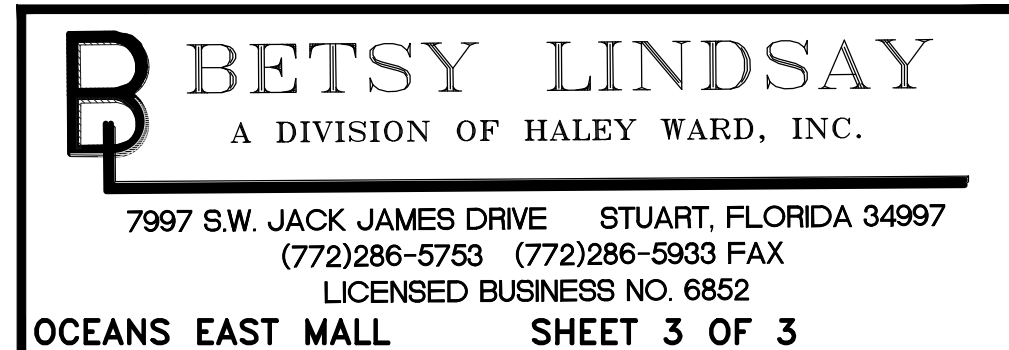
B. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

C. IN THE EVENT THAT THE CITY OF STUART DISTURBS THE SURFACE OF A PRIVATE STREET DUE TO MAINTENANCE, REPAIR OR REPLACEMENT OF A PUBLIC IMPROVEMENT LOCATED THEREIN, THEN THE CITY SHALL BE RESPONSIBLE FOR RESTORING THE STREET SURFACE TO THE EXTENT WHICH WOULD BE REQUIRED IF THE STREET WERE A PUBLIC STREET, IN ACCORDANCE WITH COUNTY SPECIFICATIONS.

D. THERE SHALL BE NO BUILDINGS OR ANY OTHER KIND OF CONSTRUCTION OR PLACEMENT OF TREES OR SHRUBS IN OR ON UTILITY AND/OR DRAINAGE EASEMENTS.

B BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852
OCEANS EAST MALL SHEET 2 OF 3

BEING A PLAT OF A PARCEL OF LAND LYING IN THE SOUTHEAST
ONE-QUARTER OF SECTION 3, TOWNSHIP 38 SOUTH, RANGE 41 EAST
CITY OF STUART, MARTIN COUNTY, FLORIDA.
SHEET 3 OF 3



THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATED IN MARTIN COUNTY, FLORIDA LYING SOUTH OF EAST OCEAN BOULEVARD, (STATE ROAD A-1-A); THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, LESS THE WEST 440 FEET THEREOF, SECTION 3, TOWNSHIP 38 SOUTH, RANGE 41 EAST, LESS PARCEL CONVEYED TO JAMES N. BRUNER, AS SET FORTH IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 110 PAGE 355, MARTIN COUNTY, FLORIDA PUBLIC RECORDS.

BEGIN AT THE INTERSECTION WITH THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (N.E. $\frac{1}{4}$, S.E. $\frac{1}{4}$) OF SECTION 3, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA AND THE SOUTHERLY RIGHT-OF WAY LINE OF STATE RD. A-1-A (EAST OCEAN BOULEVARD), THENCE SOUTH 02°09' WEST, ALONG THE EAST LINE OF SAID NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, A DISTANCE OF 603.00 FEET, THENCE NORTH 76°51'47" WEST, A DISTANCE OF 913.60 FEET TO THE EAST LINE OF THE WEST 440.00 FEET OF SAID NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (N.E. $\frac{1}{4}$, S.E. $\frac{1}{4}$) THENCE NORTH 03°37'46" EAST ALONG SAID EAST LINE A DISTANCE OF 600.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE THROUGH A-1-A; THENCE SOUTH 77°01'09" EAST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 910.97 FEET TO THE POINT OF BEGINNING

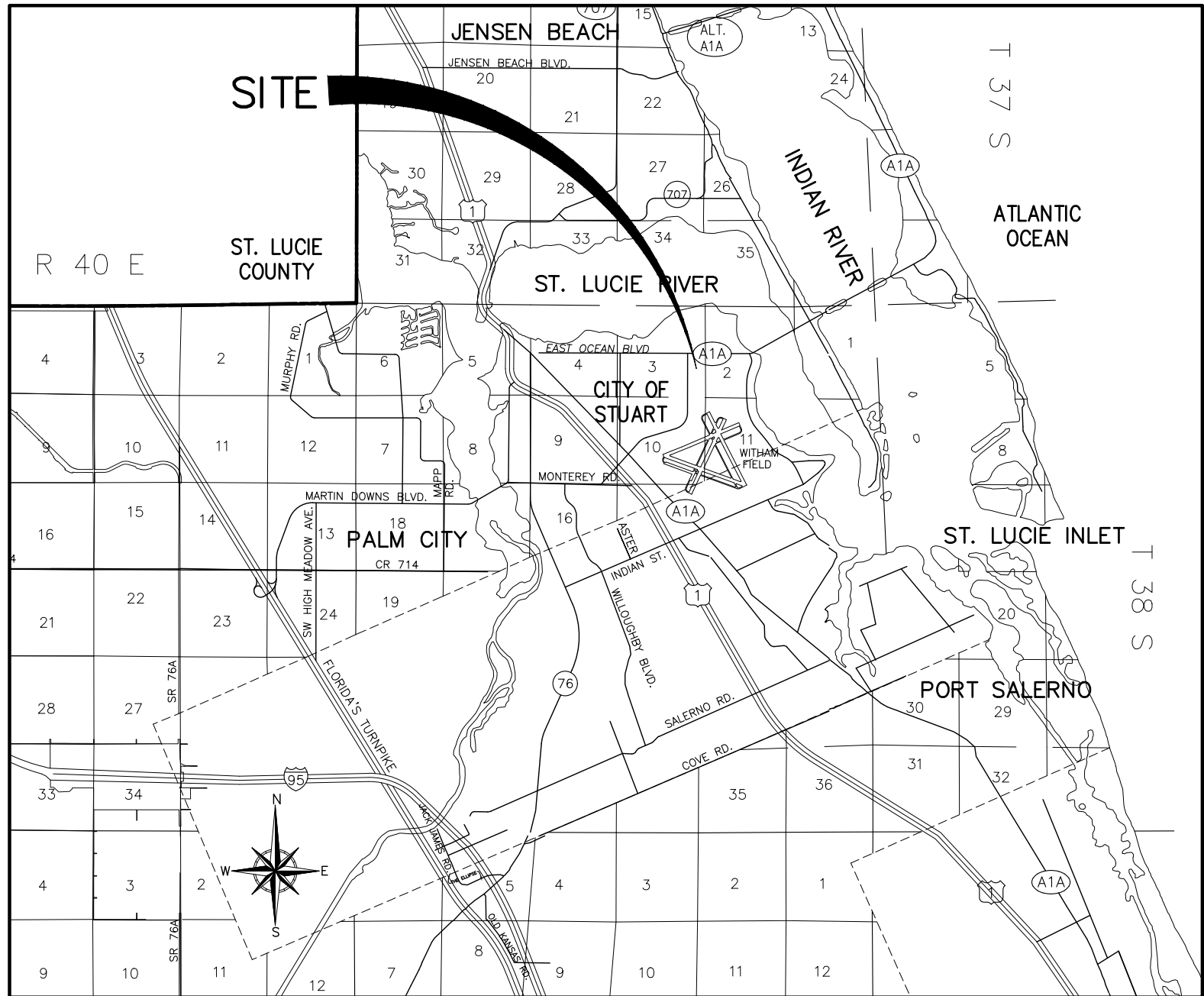
1. BEGIN WHERE THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, LESS THE WEST 447.50 FEET THERE OF SECTION 3, TOWNSHIP 38 SOUTH, RANGE 41 EAST, INTERSECTS THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE RD. A1A; THENCE RUN SOUTH 0° 37'46" WEST ALONG SAID WEST LINE A DISTANCE OF 231.90 FEET, THENCE RUN SOUTH 89°22'14" EAST A DISTANCE OF 100.00 FEET, THENCE RUN NORTH 0°37'46" EAST, A DISTANCE OF 210.00 FEET TO SAID RIGHT-OF-WAY LINE THENCE RUN NORTH 77°01'09" WEST, A DISTANCE OF 102.37 FEET TO THE POINT OF BEGINNING

PROPERTY ADDRESS: 2300 SE OCEAN BOULEVARD, STUART, FLORIDA
PARCEL ID: 03-38-41-000-00100-7

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL OF LAND LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF EAST OCEAN BOULEVARD (STATE ROAD A-1-A); THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, LESS THE WEST 440 FEET THEREOF, AND LESS THE PARCEL CONVEYED TO JAMES N. BRUNER, AS SET FORTH IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 110 PAGE 355, MARTIN COUNTY, FLORIDA PUBLIC RECORDS, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

PROPERTY ADDRESS: 2300 SE OCEAN BOULEVARD, STUART, FLORIDA
PARCEL ID: 03-38-41-000-00100-7

SHEET NO. 1
OF 6 SHEETS
PROJECT NO.
2011799_24-07



LOCATION MAP
(NOT TO SCALE)

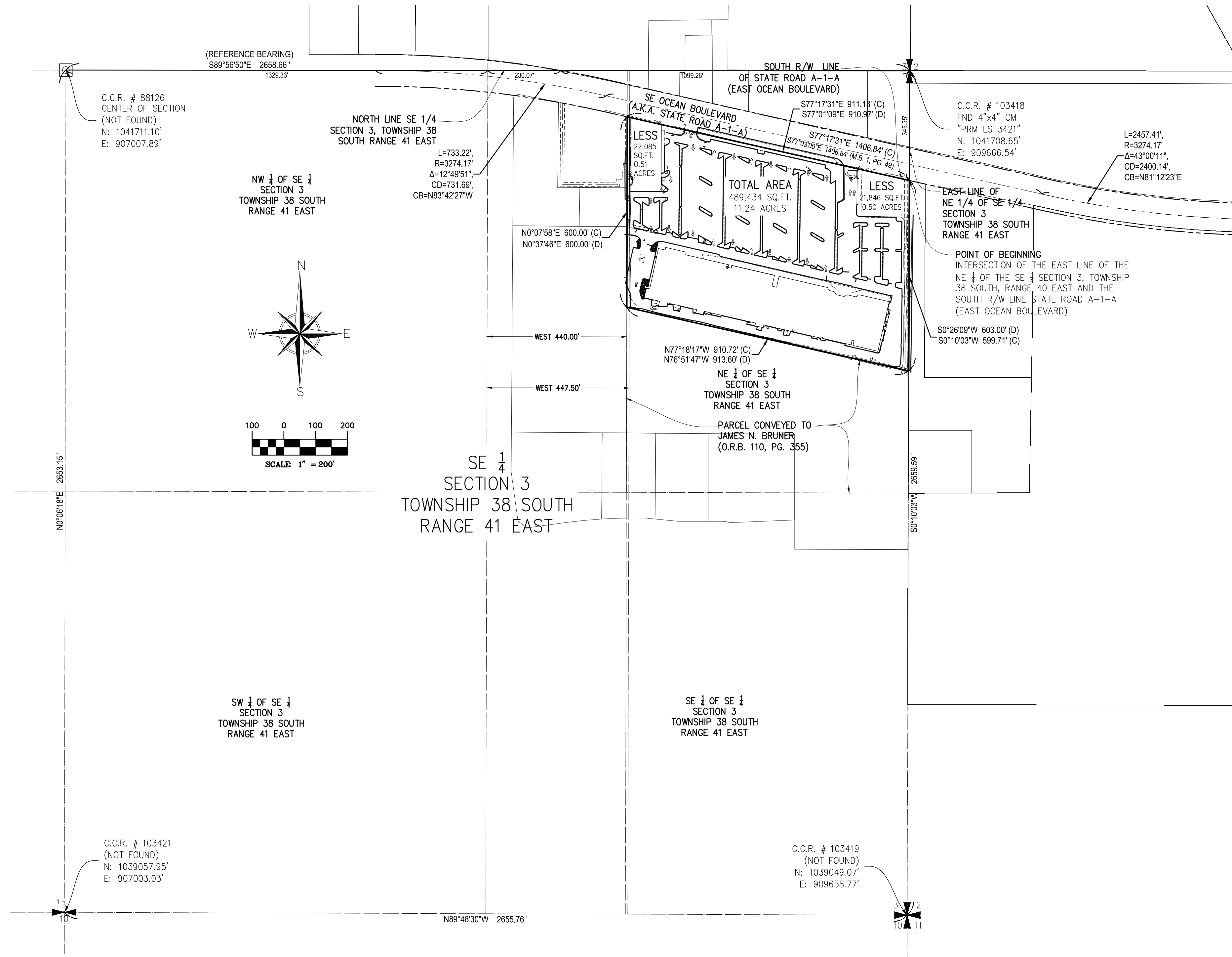
1. BEARINGS, COORDINATES AND DISTANCES AS SHOWN HEREON ARE REFERENCED TO GRID NORTH, BASED ON STATE PLANE COORDINATES, U.S. SURVEY FEET, NORTH AMERICAN DATUM OF 1983/2011 (N.A.D. 83/11). FLORIDA EAST ZONE, REFERENCE A BEARING OF S89°56'50"E. ALONG THE NORTH LINE OF THE SOUTH EAST QUARTER OF SECTION 3, TOWNSHIP 38 SOUTH, RANGE 41 EAST.
2. ELEVATIONS AS SHOWN HEREON REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88), REFERENCE NATIONAL GEODETIC SURVEY MARTIN COUNTY BENCHMARK "OCY D13", ELEVATION = 14.84 FEET AND "Y 517" ELEVATION = 7.27". THE TEMPORARY BENCHMARKS AS SHOWN ON THIS SURVEY ARE BASED ON A CLOSED LEVEL LOOP, WITH A VERTICAL CLOSURE OF 0.00. ELEVATIONS AS SHOWN HAVE BEEN MEASURED TO AN ESTIMATED VERTICAL POSITIONAL ACCURACY OF 0.05 FEET.
3. THIS SURVEY IS BASED ON A CLOSED GEOMETRIC FIGURE EXCLUDING A HORIZONTAL CLOSURE OF 1:10,000.
4. THERE WAS NO ATTEMPT TO LOCATE ANY SUBSURFACE FOUNDATIONS.
5. NO UNDERGROUND UTILITIES WERE LOCATED OR SHOWN HEREON.
6. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR UNLESS DIGITALLY SIGNED.
7. THIS SURVEY WAS DONE IN THE FIELD UTILIZING GLOBAL POSITIONING SYSTEM (G.P.S.) WITH REAL TIME KINEMATIC (R.T.K.) ALL DISTANCES GIVEN ARE GRID DISTANCES, THE SCALE FACTOR IS 1.00001252
8. THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE X, REFERENCE FEMA MAP COMMUNITY NO. 120165, PANEL 0153, SUFFIX H, EFFECTIVE DATE FEBRUARY 19, 2020. NO SEARCH FOR MAP MODIFICATIONS HAS BEEN DONE BY THIS SURVEYOR.
9. LAST DATE OF FIELD DATA ACQUISITION WAS CARRIED OUT ON JULY 25, 2024.
10. THIS SURVEY WAS DONE WITH THE BENEFIT OF A TITLE COMMITMENT CARRIED OUT BY FIRST AMERICAN TITLE INSURANCE COMPANY; REFERENCE CUSTOMER REFERENCE NUMBER: 2300 SE OCEAN BLVD; REFERENCE FIRST AMERICAN FILE NUMBER: 1062-6239328; DATED OCTOBER 25, 2022 AT 8:37 A.M. REFERENCE THE FOLLOWING EXCEPTIONS IN SCHEDULE B:
 8. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.
 - Easement for ingress and egress as set forth in Deed(s) recorded in Book 110, page 353 and Official Records Book 110, page 355 of the public records of Martin County, Florida.(RESPONSE: AFFECTS PARCEL, SHOWN ON SURVEY)
 9. Easement(s) granted to Florida Power & Light Company, recorded in Book 333, page 304, of the Public Records of Martin County, Florida. (RESPONSE: AFFECTS PARCEL, SHOWN ON SURVEY)
 10. Easement(s) granted to Florida Power & Light Company, recorded in Book 333, page 306, of the Public Records of Martin County, Florida. (RESPONSE: AFFECTS PARCEL, SHOWN ON SURVEY)
 11. Easement(s) granted to Florida Power & Light Company, recorded in Book 334, page 1675, of the Public Records of Martin County, Florida. (RESPONSE: AFFECTS PARCEL, SHOWN ON SURVEY)
 12. Right of Way Easement(s) granted to Southern Bell Telephone & Telegraph Company, recorded in Book 336, page 489, of the Public Records of Martin County, Florida. (RESPONSE: AFFECTS PARCEL, SHOWN ON SURVEY)
 13. Agreement with Florida Oil Company, a Division of Oxy Company, recorded in Book 338, page 548 of the public records of Martin County, Florida. (RESPONSE: SHOWN ON SURVEY, SUPERCEDED BY ORE 723, PG. 983)
 14. Boundary Adjustment and Exchange of Quit Claim Deeds recorded in Book 723, page 983 of the public records of Martin County, Florida. (RESPONSE: AFFECTS PARCEL, SHOWN ON SURVEY)
 15. Easement Agreement recorded in Book 723, page 1007, as amended under Amendment to Easement Agreement recorded in Book 2312, page 1069, of the public records of Martin County, Florida. (RESPONSE: AFFECTS PARCEL, SHOWN ON SURVEY)
 16. Utility Easement recorded in Book 1194, page 420 and corrected by Utility Easement recorded in Book 1243, page 2132 of the public records of Martin County, Florida. (RESPONSE: AFFECTS PARCEL, SHOWN ON SURVEY)
 17. Easement(s) granted to Florida Power & Light Company, recorded in Book 1555, page 2915, of the Public Records of Martin County, Florida. (RESPONSE: AFFECTS PARCEL, SHOWN ON SURVEY)
 18. Easement(s) granted to Florida Power & Light Company, recorded in Book 2312, page 1079, (RESPONSE: AFFECTS PARCEL, SHOWN ON SURVEY)
 19. Resolution No. 67-2012 granting special exception for the construction of 120 foot tall Stearns Telecommunications Tower within B-2 Zoning District recorded in Book 2603, page 1004. (RESPONSE: ENCUMBERS PARCEL, SHOWN ON SURVEY)
 20. Rights of tenants, as tenants only, under those certain lease agreements set forth on Exhibit B attached hereto.

I HEREBY CERTIFY THAT THE "BOUNDARY SURVEY" AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND CHARGE ON JANUARY 31, 2024 THROUGH JULY 25, 2024 AND SAID "BOUNDARY SURVEY" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "BOUNDARY SURVEY" COMPLIES WITH THE STANDARDS OF PRACTICE FOR "BOUNDARY SURVEY" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Digitally signed by
Elizabeth A. Lindsay
Date: 2024.10.07
16:24:46 -04'00'



THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT www.martin.fl.us/accessibility-feedback



<u>BURIED UTILITY LINETYPE LEGEND</u>	
— — — FM — — —	BURIED FORCE MAIN LINE
— — — SS — — — SS — — —	BURIED SANITARY SEWER LINE
— —	

SYMBOL LEGEND

- × 15.25 FIELD LOCATED POINT WITH ELEVATION (HARD SURFACES)
- × 15.2 FIELD LOCATED POINT WITH ELEVATION (SOFT SURFACES)
- ⊙ PINE TREE
- ⊙ OAK TREE
- ⊙ PALM TREE
- ⊙ SANITARY MANHOLE
- ⊙ CATCH BASIN
- ⊙ BOLLARD
- ⊙ GREASE MANHOLE
- ⊙ SIGN
- ⊙ CONCRETE LIGHT POLE
- ⊙ TELEPHONE RISER
- ⊙ FIBER OPTIC RISER
- ⊙ GATE VALVE
- ⊙ IRRIGATION CONTROL VALVE
- ⊙ FIRE HYDRANT
- ⊙ WATER METER
- ⊙ WOOD POLE
- ⊙ WELL
- ⊙ FIRE DEPARTMENT CONNECTION

ABBREVIATIONS

BL	BETSY LINDSAY, INC.
Δ	CENTRAL (DELTA) ANGLE
(C)	COMPUTED
(D)	PER DEED
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CD	CHORD DISTANCE
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
EL	ELEVATION
FND.	FOUND
HDPE	HIGH DENSITY POLYETHYLENE
INV.	INVERT
IR&C	IRON ROD & CAP
L	LENGTH
LB	LICENSED BUSINESS
M.B.	MAP BOOK
MNW	MAG NAIL & WASHER
NO.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
PK	PARKER KALON NAIL
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
PVC	POLY VINYL CHLORIDE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7987 SW JACK JAMES DRIVE
STUART, FLORIDA 34997
(772)286-5763
(772)286-5933 FAX
LICENSED BUSINESS NO. 6852

DATE	REVISIONS
04/19/2024	ADD UNDERGROUND UTILITY LINES
05/28/2024	ADD TEST HOLES PER INFRAMAP
07/25/2024	ADD ROAD CROWN ELEV.
09/19/2024	REVISE TITLE DATA
10/07/2024	REVISE EASEMENT DATA

DATE	01/31/2024
SCALE	AS SHOWN
FIELD BK.	MC 69
DRAWN BY	C.R.
CHECKED BY	E.A.L.

EAST OCEAN MALL
MARTIN COUNTY, FLORIDA
BOUNDARY SURVEY
KIMLEY HORN

SHEET NO.	2
OF 6 SHEETS	
PROJECT NO.	2011799_24-07

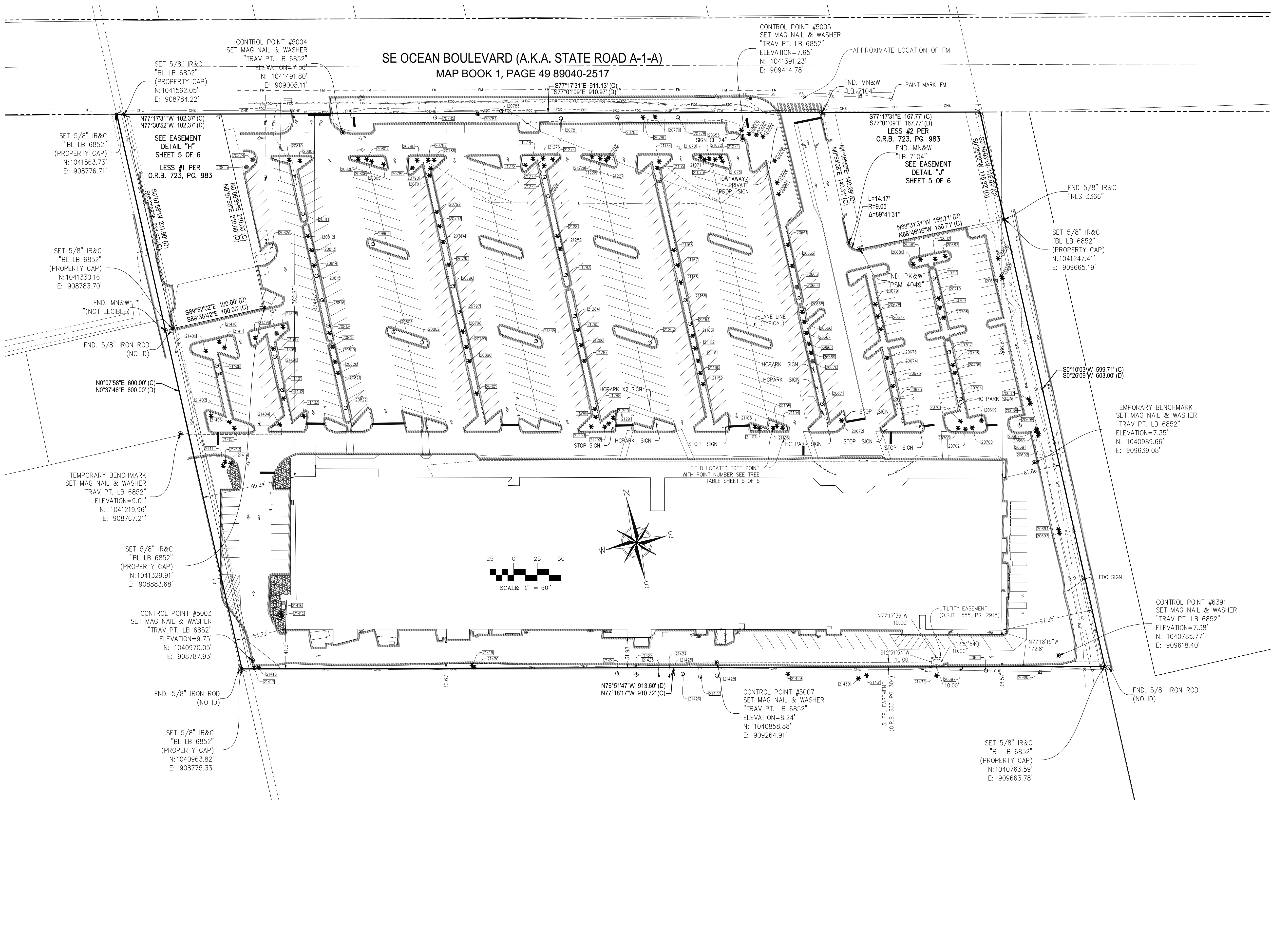
B Betsy Lindsay
A DIVISION OF HALEY WARD, INC.
7997 SW JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

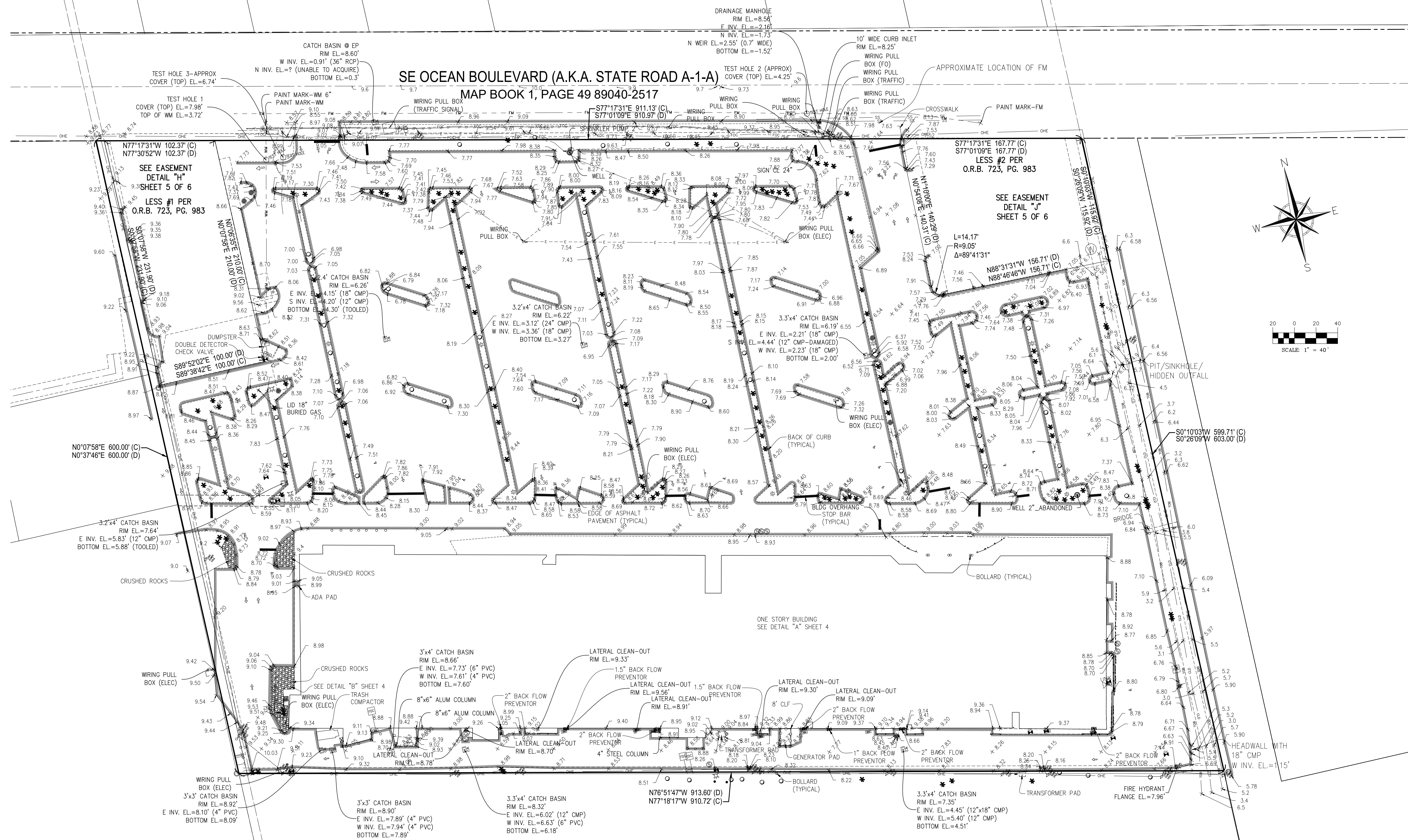
DATE	REVISIONS
04/19/2024	ADD UNDERGROUND UTILITY LINES
05/28/2024	ADD TEST HOLES PER INFRMAP
07/25/2024	ADD ROAD CROWN ELEV.
09/19/2024	REVISE TITLE DATA
10/07/2024	REVISE EASEMENT DATA

DATE 01/31/2024
SCALE 1"=50'
FIELD BK. MC 69
DRAWN BY C.R.
CHECKED BY E.A.L.

EAST OCEAN MALL
MARTIN COUNTY, FLORIDA
BOUNDARY SURVEY
KIMLEY HORN

SHEET NO. 3
OF 6 SHEETS
PROJECT NO.
2011799_24-07





BBETSY LINDSAY
A DIVISION OF HALEY WARD, INC.

7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

DATE	REVISIONS
04/19/2024	ADD UNDERGROUND UTILITY LINES
05/28/2024	ADD TEST HOLES PER INFRAMAP
07/25/2024	ADD ROAD CROWN ELEVATIONS
09/19/2024	REVISE TITLE DATA
10/07/2024	REVISE EASEMENT DATA

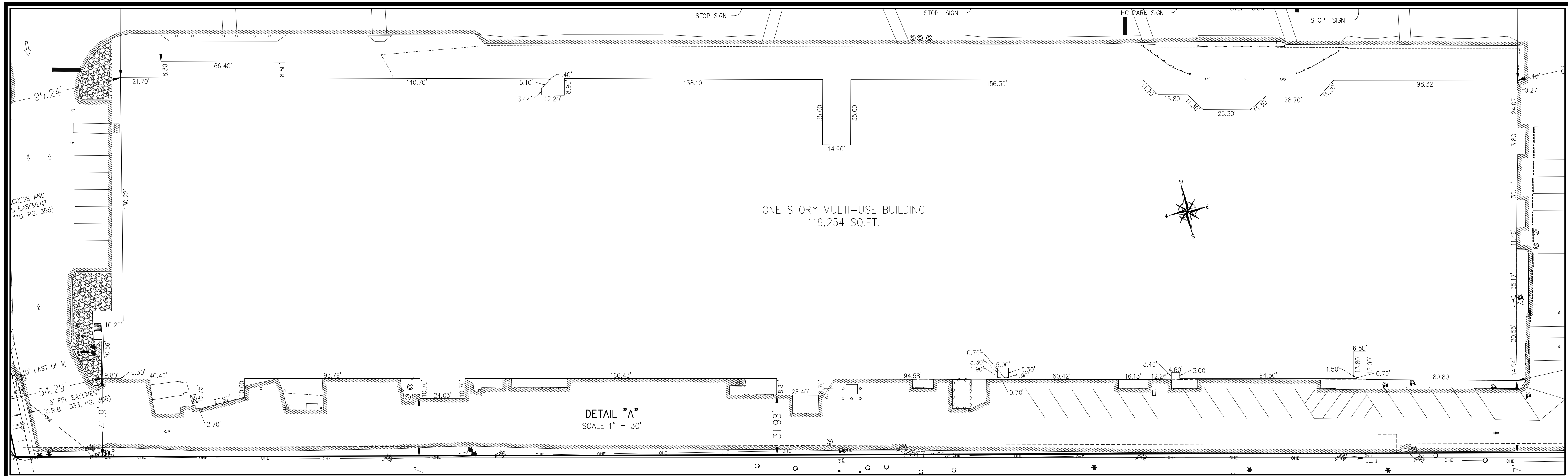
DATE 01/31/2024
SCALE 1"=50'
FIELD BK. MC 69
DRAWN BY C.R.
CHECKED BY E.A.L.

EAST OCEAN MALL
MARTIN COUNTY, FLORIDA

BOUNDARY SURVEY

KIMLEY HORN

SHEET NO. 4
OF 6 SHEETS
PROJECT NO.
2011799_24-07



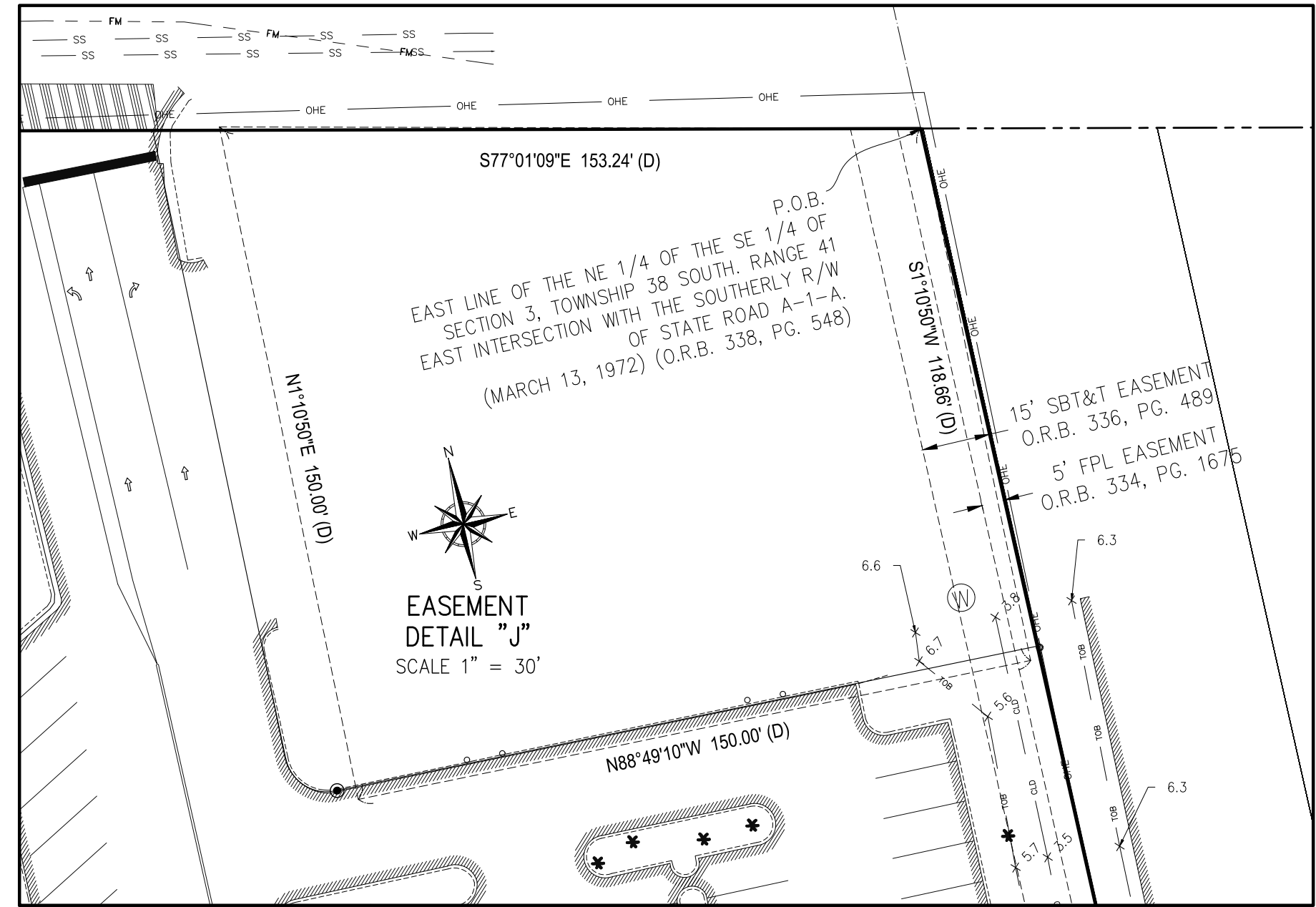
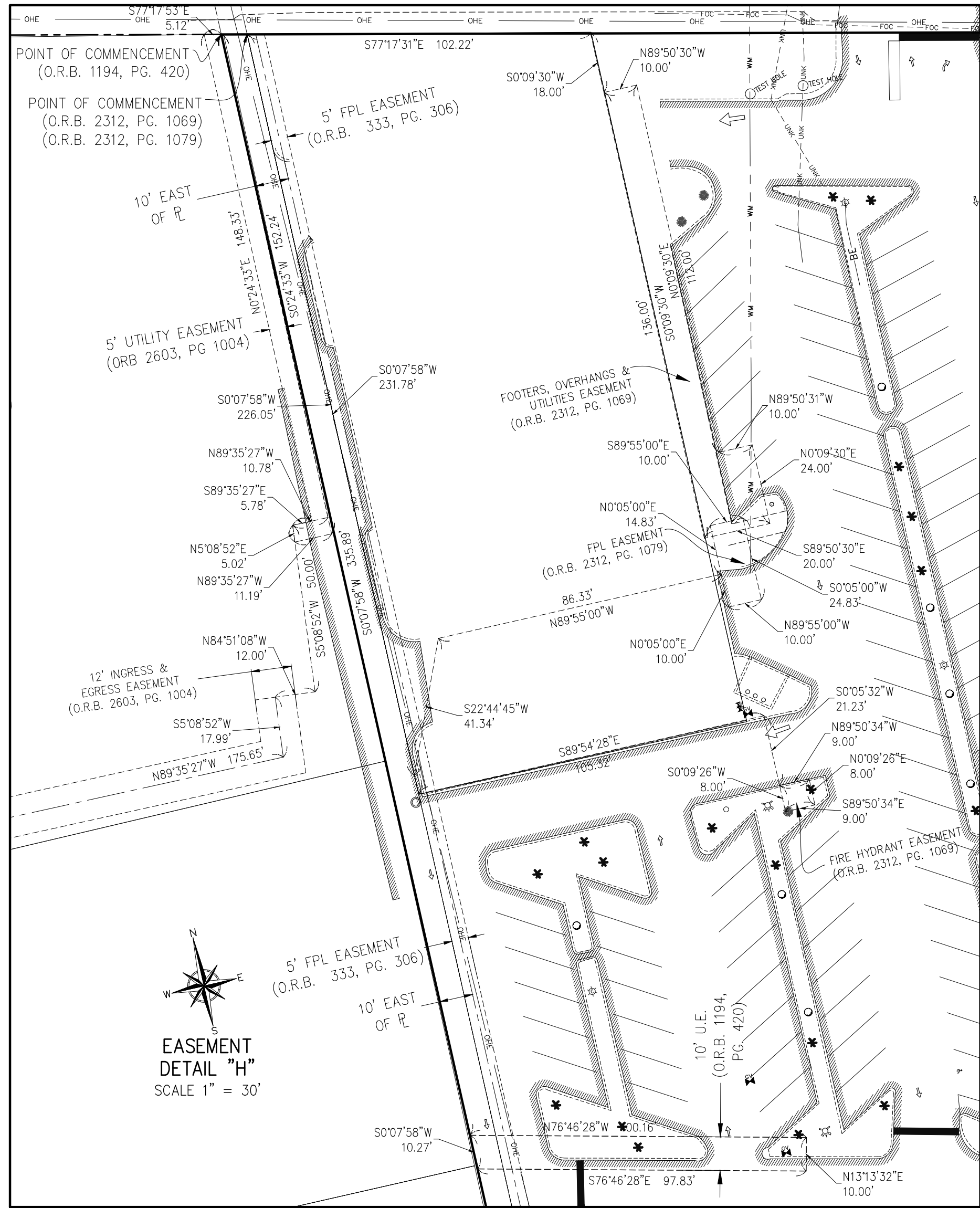
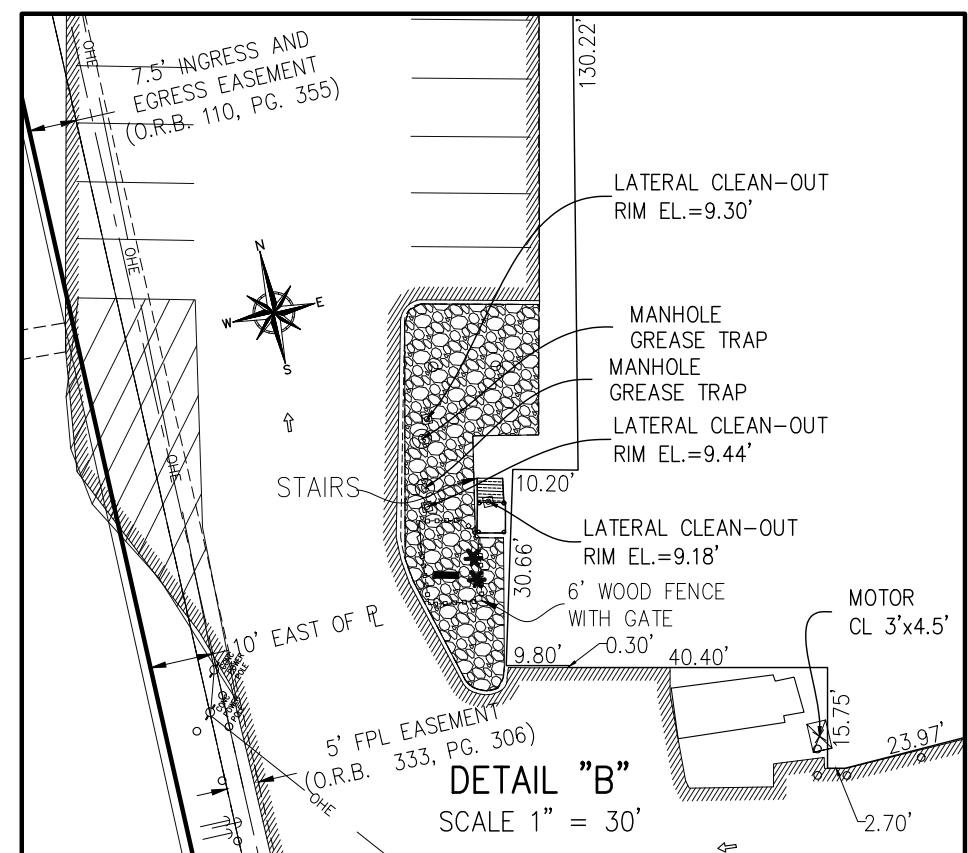
B Betsy Lindsay
A DIVISION OF HALEY WARD, INC.
7997 SW JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5763 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

DATE	REVISIONS
04/19/2024	ADD UNDERGROUND UTILITY LINES
05/28/2024	ADD TEST HOLES PER INFRAMP
07/25/2024	ADD ROAD CROWN ELEV.
09/19/2024	REVISE TITLE DATA
10/07/2024	REVISE EASEMENT DATA

DATE 01/31/2024
SCALE 1"=30'
FIELD BK. MC 69
DRAWN BY C.R.
CHECKED BY E.A.L.

EAST OCEAN MALL
MARTIN COUNTY, FLORIDA
BOUNDARY SURVEY
KIMLEY HORN

SHEET NO. 5
OF 6 SHEETS
PROJECT NO.
2011799_24-07



DETAILS

EAST OCEAN MALL TREE TABLE				
Point #	TYPE/DIA./CLEAR TRUNK	Northing	Easting	
20796	OAK_LAUREL12	1041307.66	909082.29	
20797	OAK_LAUREL11	1041280.02	909082.42	
20798	PALM9	1041258.95	909081.58	
20799	PALM11	1041242.29	909081.73	
20800	PALM8	1041227.08	909081.55	
20801	PALM9	1041191.90	909081.43	
20802	OAK6	1041257.29	909037.14	
20803	OAK6	1041274.42	909010.32	
20804	OAK6	1041369.94	909009.91	
20805	PALM10	1041449.72	909039.51	
20806	PALM10	1041455.43	909027.82	
20807	PALM10	1041458.66	909023.37	
20808	PALM10	1041461.13	909014.62	
20809	PALM8	1041472.64	908954.21	
20810	PALM8	1041476.14	908943.40	
20811	OAK_LAUREL10	1041417.70	908945.03	
21409	PALM11	1041299.25	908812.86	
21410	PALM11	1041305.46	908828.51	
21411	PALM11	1041298.36	908832.71	
21412	PALM10	1041176.75	908803.64	
21413	PALM11	1041180.64	908806.45	
20814	PALM8	1041361.86	908944.31	
20815	OAK6_LIKELY DIEING	1041350.42	908944.47	
20816	OAK_LAUREL9	1041324.18	908944.39	
20817	OAK_LAUREL6	1041296.68	908944.50	
20818	PALM12	1041288.65	908944.19	
21396	PALM8	1041305.68	908897.80	
21397	PALM_ROYAL10	1041300.67	908889.74	
21398	PALM11	1041301.05	908866.53	
21399	PALM10	1041286.06	908882.53	
21400	OAK8	1041277.08	908882.42	
21401	OAK12	1041241.18	908882.29	
21402	PALM10	1041232.14	908881.39	
21403	PALM12	1041209.06	908898.14	
21404	PALM12	1041206.35	908871.31	
21405	PALM11	1041213.32	908823.94	
21406	PALM11	1041220.40	908820.67	
21407	PALM10	1041230.99	908802.90	
21408	OAK11	1041281.61	908820.81	
21414	PALM9	1041178.20	908812.07	
21415	PALM12	1041008.68	908828.15	
21416	PALM14	1041012.07	908828.40	
21417	PALM11	1040961.80	908787.86	
21418	PALM11	1040961.24	908792.95	
21419	PALM12	1040913.51	909012.91	
21420	PALM12	1040910.94	909014.38	
21165	OAK_LAUREL9	1041238.91	909317.52	
20653	PALM7	1041400.76	909415.70	
21421	OAK20	1040870.88	909160.50	
21166	PALM8	1041258.24	909317.62	

EAST OCEAN MALL TREE TABLE				
Point #	TYPE/DIA./CLEAR TRUNK	Northing	Easting	
20654	PALM7	1041395.07	909422.53	
21422	OAK18	1040865.08	909180.06	
21167	PALM9	1041276.64	909318.28	
20655	PALM8	1041392.49	909429.97	
21423	PINE8	1040858.51	909202.61	
21424	PINE8	1040855.49	909213.33	
21425	OAK13	1040856.75	909217.87	
21426	OAK15	1040854.96	909227.72	
21427	OAK15	1040848.21	909245.10	
21428	OAK22	1040845.25	909262.57	
21429	PALM10	1040830.14	909335.83	
21430	PALM8	1040809.06	909407.28	
21431	PALM8	1040810.41	909416.47	
21432	PALM12	1040793.72	909488.66	
20656	PALM7	1041389.12	909436.43	
21168	PALM10	1041293.25	909317.76	
20658	PALM8	1041361.49	909442.73	
20659	PALM8	1041338.41	909440.16	
20660	PALM7	1041326.11	909439.10	
20661	PALM9	1041271.80	909436.53	
20662	PALM8	1041249.21	909436.12	
20663	PALM_ROYAL11	1041226.12	909436.03	
20664	OAK5	1041214.19	909435.20	
20665	PALM10	1041199.39	909435.34	
20666	PALM12	1041188.90	909435.25	
20667	PALM8	1041176.97	909434.78	
20668	PALM11	1041165.21	909434.75	
20669	PALM9	1041155.42	909435.04	
20670	PALM_ROYAL13	1041146.19	909434.75	
20671	OAK13	1041100.18	909434.66	
20672	PALM11	1041078.62	909450.34	
20673	OAK_LAUREL16	1041087.34	909511.33	
20674	OAK_LAUREL10	1041115.96	909512.59	
20675	PALM8	1041101.95	909511.31	
20676	PALM10	1041132.37	909511.92	
20677	PALM12	1041163.50	909512.24	
20678	PALM11	1041177.09	909512.34	
20679	PALM10	1041190.09	909512.56	
20680	PALM12	1041222.62	909561.07	
20681	PALM12	1041225.44	909569.49	
20682	PALM11	1041222.57	909584.73	
20683	PALM10	1041223.16	909595.79	
20684	PALM9	1041208.51	909649.74	
20685	PALM9	1041189.35	909649.01	
20686	PALM10	1041187.04	909649.41	
20687	PALM11	1041056.17	909648.26	
20688	PALM10	1041051.65	909648.75	
20689	PALM9	1041024.24	909649.26	
20690	PALM9	1041022.09	909648.43	
20691	PALM8	1041018.92	909650.17	

EAST OCEAN MALL TREE TABLE				
Point #	TYPE/DIA./CLEAR TRUNK	Northing	Easting	
20692	PALM7	1041017.11	909649.28	
20693	PALM7	1040911.54	909648.28	
20694	PALM11	1040915.51	909648.21	
20695	OAK13	1040772.88	909596.14	
21207	OAK6	1041203.59	909271.53	
20696	OAK13	1040787.27	909540.50	
20697	OAK14	1040795.68	909515.28	
20698	OAK32	1041031.45	909632.75	
20699	PALM11	1041045.41	909594.46	
20700	PALM9	1041040.44	909583.31	
20701	PALM11	1041049.77	909572.71	
20702	PALM10	1041040.77	909575.97	
20703	PALM10	1041043.26	909568.64	
20704	OAK_LAUREL16	1041072.40	909578.36	
20705	PALM10	1041101.04	909577.96	
20706	PALM10	1041109.27	909578.07	
20707	OAK_LAUREL15	1041123.30	909577.23	
20708	PALM8	1041160.38	909579.48	
20709	PALM8	1041171.50	909578.04	
20710	PALM8	1041181.23	909578.94	
20711	OAK_LAUREL16	1041202.86	909578.78	
20778	OAK8	1041428.77	909353.37	
21290	PALM12	1041134.78	909216.07	
20779	PALM7	1041434.87	909329.98	
21291	PALM10	1041129.94	909209.99	
20780	PALM8	1041437.05	909317.44	
21292	PALM14	1041127.64	909205.38	
20781	OAK12	1041455.13	909232.93	
21293	PALM14	1041131.12	909191.51	
20782	OAK12	1041443.17	909291.35	
20783	OAK22	1041476.52	909173.19	
20784	PALM7	1041479.56	909148.10	
20785	OAK18	1041485.58	909103.82	
20786	PALM8	1041441.99	909092.40	
20787	PALM13	1041443.51	909086.32	
20788	PALM9	1041445.76	909074.92	
20789	PALM11	1041439.31	909068.34	
20790	PALM11	1041434.71	909087.13	
20791	PALM10	1041427.39	909084.11	
20792	PALM8	1041388.20	909082.84	
20793	PALM9	1041372.75	909082.52	
20794	PALM10	1041355.85	909082.51	
20795	PALM10	1041331.12	909082.76	
20812	PALM11	1041393.51	908944.68	
20813	PALM12	1041378.25	908945.08	
20819	PALM10	1041273.91	908943.95	
20820	PALM9	1041258.05	908943.29	
20821	PALM9	1041245.75	908943.38	
20822	OAK_LAUREL10	1041207.74	908943.34	
20823	MAGNOLIA4	1041390.97	908905.32	

EAST OCEAN MALL TREE TABLE				
Point #	TYPE/DIA./CLEAR TRUNK	Northing	Easting	
21335	OAK6	1041231.73	909154.67	
20824	PALM_ROYAL14	1041485.06	908906.05	
20825	PALM_ROYAL18	1041478.91	908897.88	
21070	PALM12	1041382.87	909367.41	
21071	PALM10	1041379.16	909370.87	
21072	PALM8	1041378.81	909375.78	
21073	PALM11	1041376.72	909381.83	
21074	PALM11	1041377.65	909387.75	
21075	PALM11	1041373.46	909388.94	
21104	PALM10	1041084.73	909388.07	
21105	PALM8	1041087.73	909382.66	
21106	PALM9	1041087.02	909378.38	
21107	PALM9	1041089.59	909363.99	
21108	PALM10	1041092.03	909360.00	
21134	PALM6	1041387.67	909323.75	
21135	PALM10	1041381.67	909320.00	
21159	PALM9	1041148.37	909316.56	
21160	PALM9	1041160.60	909316.44	

Prepared by and return to:
Harold L. Lewis, Esq.
Haber Law, P.A.
251 NW 23rd Street
Miami, FL 33127

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed this __ day of October, 2022, by OCEAN EAST IMPROVEMENTS, LLC, a Delaware limited liability company, whose address is 565 Taxter Road, Suite 400, Elmsford, NY 10523 ("**Grantor**") to Ocean East Capital Partners, LLC, a Delaware limited liability company ("**Grantee**").

W I T N E S S E T H:

THAT Grantor, for and in consideration of Ten and No/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantee, the following described property, situate and being in Martin County, Florida (the "Property")

SEE EXHIBIT "A" ATTACHED HERETO

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

THIS CONVEYANCE is subject to the following:

1. Taxes and assessments for the year 2022 and all subsequent years.
2. Zoning ordinances, restrictions, prohibitions and other requirements imposed by governmental authority.
3. Conditions, restrictions, reservations, limitations, easements and agreements of record, if any, but this reference shall not serve to reimpose same.

AND Grantor hereby covenants with Grantee that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

OCEAN EAST IMPROVEMENTS, LLC,
a Delaware limited liability company

Manelina D. Watts
Print Name: Manelina D. Watts

By: First Man Ocean East Corp.,
a Delaware corporation, its Manager

Christine C. Jaykus
Print Name: Christine C. Jaykus

By: [Signature]
Name: Adam Ifshin
Title: President

STATE OF NEW YORK)
) ss:
COUNTY OF WESTCHESTER)

The foregoing instrument was acknowledged before me this 20 day of October, 2022, by means of [☒] physical presence or [] online notarization by Adam Ifshin, as President of First Man Ocean East Corp., a Delaware corporation, as Manager of Ocean East Improvements, LLC, a Delaware limited liability company, on behalf of the company. He [☒] is personally known to me or [] has produced _____ as identification.

Carolyn C. Whitsett
NOTARY PUBLIC

Carolyn C. Whitsett
(Print, Type or Stamp Commissioned Name of Notary Public)

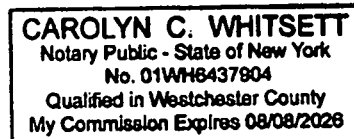


EXHIBIT "A"

LEGAL DESCRIPTION

The following described parcel of land situate in Martin County, Florida, lying South of East Ocean Boulevard (State Road A-1-A); The Northeast quarter of the Southeast quarter, Less the West 440 feet thereof, Section 3, Township 38 South, Range 41 East, LESS parcel conveyed to James N. Bruner, as set forth in instrument recorded in Official Records Book 110, page 355, Martin County, Florida public records.

Also described as follows:

Begin at the intersection with the East line of the Northeast one-quarter of the Southeast one-quarter (N.E. 1/4, S.E. 1/4) of Section 3, Township 38 South, Range 41 East, Martin County, Florida and the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West, along the East line of said Northeast one quarter of the Southeast one-quarter, a distance of 603.00 feet; thence North 76° 51' 47" West, a distance of 913.60 feet to the East line of the West 440.00 feet of said Northeast one-quarter of the Southeast one-quarter (N.E. 1/4 SE. 1/4), thence North 0° 37' 46" East, along said East line, a distance of 600.00 feet to the Southerly right-of-way line of said State Road A1A; thence South 77° 01' 09" East, along said right-of-way line a distance of 910.97 feet to the Point of Beginning.

LESS AND EXCEPTING the following described parcels:

1. Begin where the West line of the Northeast quarter of the Southeast quarter, less the West 447.50 feet thereof, Section 3, Township 38 South, Range 41 East, intersects the Southerly right-of-way line of State Road A1A; thence run South 0° 37' 46" West, along said West line a distance of 231.90 feet; thence run South 89° 22' 14" East a distance of 100.00 feet; thence run North 0° 37' 46" East, a distance of 210.00 feet to said right-of-way line; thence run North 77° 01' 09" West, a distance of 102.37 feet to the Point of Beginning.

2. Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North 88° 31' 31" West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of 89° 41' 31" and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North 01° 10' 00" East, a distance of 140.29 feet to the Intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South 77° 01' 09" East, a distance of 167.77 feet to the Point of Beginning.

Real Estate Title Access, Inc.

Invoice

Real Estate Title Access, Inc.
13800 NW 14th Street
Suite 190
Sunrise, FL 33323
(800) 736-0094
(954) 217-1744
Obejon3@gmail.com

Date September 27, 2022
Terms (Due Upon Receipt)

Bill To: Nu World Title of Doral, LLC
10900 NW 25 St, #200
Doral, FL 33172

File No.	Agent No/Ref	Amount
649200AEO	2300/Ocean East Improvements, LLC	\$75.00
Property Information Report to be paid upon receipt		
Total		\$75.00

Search
Jon Oberlander

7
RETURN TO:
CHICAGO TITLE INSURANCE CO.
601 S. LAKE DESTINY DRIVE, SUITE 200
MAITLAND, FLORIDA 32751
1-800-804-0322

Record and Return To:
Ellen Sinreich
Vice President and General Counsel
DLC Management Corp.
580 White Plains Road, 3rd Floor
Tarrytown, NY 10591

INSTR # 1563358
OR BK 01634 PG 1367
RECORDED 04/04/2002 10:50 AM
MARSHA EWING
MARTIN COUNTY Florida
DOC TAX 77,000.00
RECORDED BY C Burkey

SPECIAL WARRANTY DEED

THIS INDENTURE is made, executed and delivered this 26th day of March, 2002, between **REGENCY OCEAN EAST PARTNERSHIP, LTD.**, a Florida limited partnership, Grantor, and **OCEAN EAST IMPROVEMENTS, LLC**, a Delaware limited liability company, Grantee, whose post office address is c/o DLC Management Corp., 580 White Plains Road, 3rd floor, Tarrytown, New York 10591;

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey to said Grantee, its heirs, legal representatives, successors and assigns forever, the following described land (the "Land"), situate, lying and being in the County of Martin, State of Florida:

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

Tax Folio Number 03-38-41-000-000-0010.0-7

together with all tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the Land (collectively, the "Property"), subject to the following permitted encumbrances (the "Permitted Encumbrances"):

1. Real estate taxes for the current year and subsequent years not yet due and payable;
2. Easements, covenants, conditions, restrictions and reservations described in Exhibit "B" attached hereto.

To have and to hold the Property in fee simple forever.

Subject to the foregoing Permitted Encumbrances, Grantor hereby fully warrants title to the Property and will defend same against the lawful claims of all persons whomsoever claiming by, through or under Grantor but none other.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in its name by its authorized representative the day and year first above written.

Signed, sealed and delivered
in the presence of:

Bary Agalas
Print Name: Bary Agalas

Marsha Isham
Print Name: Marsha Isham

REGENCY OCEAN EAST PARTNERSHIP,
LTD., a Florida limited partnership,

By: Regency Centers, L.P.
a Delaware limited partnership, Its general
partner

By: Regency Centers Corporation, a Florida
corporation, Its general partner

Bruce M. Johnson
By: Bruce M. Johnson
Executive
Its Vice President

Address:

121 West Forsyth Street, Suite 200
Jacksonville, Florida 32202

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26 day of March, 2002, by Bruce M. Johnson, the Executive Vice President, of Regency Centers Corporation, a Florida corporation, general partner of Regency Centers, L.P., a Delaware limited partnership, general partner of Regency Ocean East Partnership, Ltd., a Florida limited partnership, on behalf of the limited partnership, who is personally known to me or has produced _____ as identification and did take an oath.

Marsha Isham
Print Name: Marsha Isham
Notary Public
My Commission Expires: _____
Commission Number: _____



Marsha Isham
MY COMMISSION # CC875773 EXPIRES
November 30, 2003
BONDED THRU TROY FARM INSURANCE, INC.

JAX\543887_2

-2-

PARCEL ONE:

OR BK 01634 P6 1369

The following described parcel of land situate in Martin County, Florida, lying South of East Ocean Boulevard (State Road A-1-A); The Northeast quarter of the Southeast quarter, Less the West 440 feet thereof, Section 3, Township 38 South, Range 41 East, LESS parcel conveyed to James N. Bruner, as set forth in instrument recorded in Official Records Book 110, page 355, Martin County, Florida public records.

Also described as follows:

Begin at the intersection with the East line of the Northeast one-quarter of the Southeast one-quarter (N.E. 1/4, S.E. 1/4) of Section 3, Township 38 South, Range 41 East, Martin County, Florida and the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West, along the East line of said Northeast one-quarter of the Southeast one-quarter, a distance of 603.00 feet; thence North 76° 51' 47" West, a distance of 913.60 feet to the East line of the West 440.00 feet of said Northeast one-quarter of the Southeast one-quarter (N.E. 1/4 S.E. 1/4), thence North 0° 37' 46" East, along said East line, a distance of 600.00 feet to the Southerly right-of-way line of said State Road A1A; thence South 77° 01' 09" East, along said right-of-way line a distance of 910.97 feet to the Point of Beginning.

LESS AND EXCEPTING the following described parcels:

1. Begin where the West line of the Northeast quarter of the Southeast quarter, less the West 447.50 feet thereof, Section 3, Township 38 South, Range 41 East, intersects the Southerly right-of-way line of State Road A1A; thence run South 0° 37' 46" West, along said West line a distance of 231.90 feet; thence run South 89° 22' 14" East a distance of 100.00 feet; thence run North 0° 37' 46" East, a distance of 210.00 feet to said right-of-way line; thence run North 77° 01' 09" West, a distance of 102.37 feet to the Point of Beginning.
2. Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North 88° 31' 31" West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of 89° 41' 31" and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North 01° 10' 00" East, a distance of 140.29 feet to the intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South 77° 01' 09" East, a distance of 167.77 feet to the Point of Beginning.

PARCEL TWO:

Easement for the benefit of Parcel One above created in Official Records Book 110, page 352 public records of Martin County, Florida, over the following described lands:

That portion of the East 7.5 feet of the West 440 feet of the Northeast Quarter of the Southeast Quarter of Section 3, Township 38 South, Range 41 East, that lies between the Southerly right-of-way line of new State Road A1A and a point which is 650 feet South of said new State Road A1A.

PARCEL THREE

Easement for the benefit of Parcel One above reserved in Boundary Adjustment and exchange of Quit Claim Deeds, recorded in Official Records Book 723, page 983 public records of Martin County, Florida, over the Easterly 15 feet of the following described lands:

Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North 88° 31' 31" West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of 89° 41' 31" and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North 01° 10' 00" East, a distance of 140.29 feet to the intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South 77° 01' 09" East, a distance of 167.77 feet to the Point of Beginning.

EXHIBIT "B"

1. Easement for ingress and egress as set forth in Deed(s) recorded in Official Records Book 110, page 353 and Official Records book 110, page 355 of the public records of Martin County, Florida.
2. Easement(s) granted to Florida Power & Light Company recorded in Official Records Book 333, page 304 of the public records of Martin County, Florida.
3. Easement(s) granted to Florida Power & Light Company recorded in Official Records Book 333, page 306 of the public records of Martin County, Florida.
4. Easement(s) granted to Florida Power & Light Company recorded in Official Records Book 334, page 1675 of the public records of Martin County, Florida.
5. Right of Way Easement(s) granted to Southern Bell Telephone & Telegraph Company recorded in Official Records Book 336, page 489 of the public records of Martin County, Florida.
6. Agreement with Standard Oil Company, a division of Chevron Oil Company, recorded in Official Records Book 338, page 548 of the public records of Martin County, Florida.
7. Boundary Adjustment and Exchange of Quit Claim Deeds recorded in Official Records Book 723, page 983 of the public records of Martin County, Florida.
8. Easement Agreement recorded in Official Records Book 723, page 1007 of the public records of Martin County, Florida.
9. Utility Easement recorded in Official Records Book 1194, page 420 of the public records of Martin County, Florida.
10. Utility Easement recorded in Official Records Book 1243, page 2132 of the public records of Martin County, Florida.
11. Easement(s) granted to Florida Power & Light Company recorded in Official Records Book 1555, page 2915 of the public records of Martin County, Florida.

This Instrument Prepared By
and After Recording Return to:

81157378

93 FEB 10 PM 12:41

Barbara E. Overton, Esq.
Weil, Gotshal & Manges LLP
701 Brickell Avenue
Suite 2100
Miami, Florida 33131

21945-10

SPECIAL WARRANTY DEED

This Indenture, made as of the 31st day of January, 1995, between OCEAN EAST MAIL, INC., a Florida corporation having an address at Bent Tree Tower, 16479 Dallas Parkway, Suite 400, Dallas, Texas 75248 ("Grantor") and Regency Ocean East Partnership, Ltd., a Florida limited partnership, having an address at 121 W. Forsyth Street, Suite 200, Jacksonville, Florida 32202 ("Grantee").

W I T N E S S E T H :

That Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee all right, title and interest which Grantor has in the following-described real property and rights and interests in real property situate, lying and being in Martin County, Florida, to-wit:

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

(The foregoing real property together with all improvements and fixtures located thereon are sometimes collectively referred to herein as the "Property".)

Together with all of the right, title and interest of Grantor, if any, in and to the following as the same pertains to the Property: (a) all improvements and fixtures located thereon, and (b) all easements, rights-of-way, streets and other appurtenances.

To have and to hold, the same in fee simple forever.

MTFS02...:\RE\60\47660\0798\1595\DED1296J.370

DRCK1 1 6 0 PG1 2 0 7

The conveyance of the Property is subject only to those encumbrances set forth on Exhibit "B" attached hereto and incorporated herein by reference, without intending to reimpose same.

And Grantor hereby covenants with said Grantee that Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under said Grantor, but not otherwise.

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

Signed, Sealed and Delivered
in the Presence of:

OCEAN EAST MALL, INC., a Florida
corporation

JOE G. GORDON
Print Name: JOE G. GORDON
Charles L. Corneal, Jr.
Print Name: Charles L. Corneal, Jr.

By: David R. MacIntyre
Name: David R. MacIntyre
Title: Vice President
Bent Tree Tower
16479 Dallas Parkway
Suite 400
Dallas, Texas 75248

STATE OF Texas)
COUNTY OF Dallas) SS.:

The foregoing instrument was acknowledged before me this 22 day of January, 1996, by David R. MacIntyre as Vice President of OCEAN EAST MALL, INC., a Florida corporation, on behalf of said corporation. He is personally known to me or has produced identification.

My Commission Expires:

3-11-98

Jeanna L. Hall
Notary Public, State of Texas

[Notarial Seal]

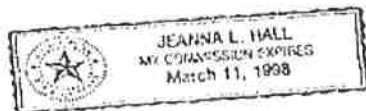


EXHIBIT "A"

The following described parcel of land situate in Martin County, Florida, lying South of East Ocean Boulevard, (State Road 11A), The Northeast quarter of the Southeast quarter, less the West 440 feet thereof, Section 3, Township 38 South, Range 41 East, LESS parcel conveyed to James M. Bruner, as set forth in instrument recorded in Official Records Book 110, Page 355, Martin County, Florida public records; TOGETHER with an easement described in deed recorded in Official Records Book 110, Page 352 public records of Martin County, Florida.

Also described as follows:

Begin at the intersection with the East line of the Northeast one quarter of the Southeast one quarter (NE 1/4, SE 1/4) of Section 3, Township 38 South, Range 41 East, Martin County, Florida and the Southerly right of way line of State Road 11A (East Ocean Boulevard) thence South 0°26'09" West along the East line of said Northeast one quarter of the Southeast one quarter a distance of 603.00 feet; thence North 76°51'47" West, a distance of 913.60 feet to the East line of the West 440.00 feet of said Northeast one quarter of the Southeast one quarter (NE 1/4 SE 1/4) thence North 0° 37'46" East along said East line a distance of 600.00

feet to the Southerly right of way line of said State Road 11A; thence South 77°01'09" East along said right of way line a distance of 910.97 feet to the Point of Beginning.

LESS AND EXCEPTING the following described parcels:

1. Begin where the West line of the Northeast quarter of the Southeast quarter, less the West 447.50 feet thereof, Section 3, Township 38 South, Range 41 East, intersects the Southerly right of way line of State Road 11A; thence run South 0° 37' 46" West along said West line a distance of 231.90 feet; thence run South 89° 22' 14" East a distance of 100.00 feet; thence run North 0° 37'46" East a distance of 210.00 feet to said right of way line; thence run North 77° 01'09" West a distance of 102.37 feet to the Point of Beginning.

2. Begin where the East line of the Northeast one quarter of the Southeast one quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right of way line of State Road 11A (East Ocean Boulevard), thence South 0° 26' 09" West along the East line of said Northeast one quarter of the Southeast one quarter a distance of 115.92 feet; thence North 88° 31' 31" West, a distance of 156.71 feet to the Point of Curvature of a curve to the right having a central angle of 89°41' 31" and a radius of 9.05 feet; thence Northwest along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North 1° 10' 00" East, a distance of 140.29 feet to the intersection thereof with the Southerly right of way line of State Road 11A (East Ocean Boulevard); thence South 77° 01' 09" East a distance of 167.77 feet to the Point of Beginning.

EXHIBIT 160 PG 209

EXHIBIT "B"

Permitted Encumbrances

All those matters set forth on Schedule B, Section 2 of Chicago Title Insurance Company Title Commitment No. 10-1287-10-000113 with an effective date of January 31, 1996.



3
RETURN TO:

CHICAGO TITLE INSURANCE CO.
601 S. LAKE DESTINY DRIVE, SUITE 200
MAITLAND, FLORIDA 32751
1-800-441-0766

PROPER DOCUMENTARY STAMP TAXES AND NON-RECURRING INTANGIBLES TAX
HAS BEEN PAID, AND EVIDENCE THEREOF HAS BEEN AFFIXED HERETO, UPON
THE PRINCIPAL AMOUNT OF THE FIXED RATE NOTE.

Loan No. V_26915

OCEAN EAST IMPROVEMENTS, LLC, as mortgagor
(Borrower)

to

JPMORGAN CHASE BANK, as mortgagee
(Lender)

MORTGAGE AND SECURITY AGREEMENT

Dated: March 27, 2002

PREPARED BY AND UPON
RECORDATION RETURN TO:

Rosenman & Colin LLP
401 South Tryon Street, Suite 2600
Charlotte, North Carolina 28202-1935

Attention: William P. McMillan, Esq.

INSTR # 1563359
OR BK 01634 PG 1371
RECORDED 04/04/2002 10:50 AM
MARSHA EDLING
NOTARY PUBLIC/Florida
DEED TAX 32,340.00
INT. TAX 18,480.00
RECORDED BY C. Burkey

JPMORGAN CHASE BANK

53055108.05

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (this "Security Instrument") is made as of the 27th day of March, 2002, by OCEAN EAST IMPROVEMENTS, LLC, a Delaware limited liability company, having its principal place of business at c/o DLC Management Corporation, 580 White Plains Road, 3rd Floor, Tarrytown, New York 10591, as mortgagor ("Borrower"), to JPMORGAN CHASE BANK, a New York banking corporation, having its principal place of business at 270 Park Avenue, New York, New York 10017, as mortgagee ("Lender").

RECITALS:

Borrower by its Fixed Rate Note of even date herewith given to Lender is indebted to Lender in the principal sum of \$9,240,000.00 in lawful money of the United States of America (such Fixed Rate Note, together with all extensions, renewals, modifications, substitutions and amendments thereof, shall collectively be referred to as the "Note"), with interest from the date thereof at the rates set forth in the Note, principal and interest to be payable in accordance with the terms and conditions provided in the Note, with a final maturity date of April 1, 2012.

Borrower desires to secure the payment of the Debt (as defined in Article 2) and the performance of all of its obligations under the Note and the Other Obligations (as defined in Article 2).

ARTICLE 1 - GRANTS OF SECURITY

Section 1.1 PROPERTY MORTGAGED. Borrower does hereby irrevocably, unconditionally and absolutely mortgage, grant, bargain, sell, pledge, enclose, assign, warrant, transfer and convey to Lender (with power of sale), and does hereby grant a first priority security interest to Lender in, the following property, rights, interests and estates now owned, or hereafter acquired, by Borrower (collectively, the "Property"):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "Land"), together with additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the development, ownership or occupancy of such real property, and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;

(b) Improvements. To the extent owned by Borrower and not the tenants under any of the Leases (hereinafter defined), the buildings, structures, fixtures, additions, accessions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land, including without limitation, all of Borrower's reversionary rights thereto (the "Improvements");

(c) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any

JPMORGAN CHASE BANK

53055108.05

nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) Fixtures and Personal Property. All machinery, equipment, goods, inventory, consumer goods, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future use, maintenance, enjoyment, operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements, and the right, title and interest of Borrower in and to any of the Personal Property (as hereinafter defined) which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above;

(e) Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "**Bankruptcy Code**") (individually, a "**Lease**"; collectively, the "**Leases**") and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents (including all tenant security and other deposits), additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(f) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(g) Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(h) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(i) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(j) Rights. The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(k) Agreements. All agreements, contracts (including purchase, sale, option, right of first refusal and other contracts pertaining to the Property), certificates, instruments, franchises, permits, licenses, approvals, consents, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property (including any Improvements or respecting any business or activity conducted on the Land and any part thereof) and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder;

(l) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(m) Accounts. All accounts, accounts receivable, escrows (including, without limitation, all escrows, deposits, reserves and impounds established pursuant to that certain Escrow Agreement for Reserves and Impounds of even date herewith between Borrower and Lender; hereinafter, the "Escrow Agreement"), documents, instruments, chattel paper, claims, reserves (including deposits) representations, warranties and general intangibles, as one or more of the foregoing terms may be defined in the Uniform Commercial Code, and all contract rights, franchises, books, records, plans, specifications, permits, licenses (to the extent assignable), approvals, actions, choses, claims, suits, proofs of claim in bankruptcy and causes of action which now or hereafter relate to, are derived from or are used in connection with the Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively called the "Intangibles"); and

(n) Other Rights. Any and all other rights of Borrower in and to the Property and any accessions, renewals, replacements and substitutions of all or any portion of the

Property and all proceeds derived from the sale, transfer, assignment or financing of the Property or any portion thereof.

Section 1.2 ASSIGNMENT OF RENTS. Borrower hereby absolutely and unconditionally assigns to Lender Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that this assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. Unless provided to the contrary in the Cash Management Agreement between Borrower and Lender of even date herewith (the "**Cash Management Agreement**"), all payments due under the Leases shall be paid directly by the tenants thereunder to an account controlled by the Lender when such amounts are due and payable. All such payments received in such account shall be applied as set forth in the Cash Management Agreement. The payment of amounts due under the Leases directly to an account controlled by Lender as required by the Cash Management Agreement, this Section 1.2 and by the Assignment of Leases and Rents shall not limit, reduce or otherwise affect Borrower's obligations to make payments of amounts due hereunder and under the other Loan Documents, unless pursuant to the terms of the Cash Management Agreement Lender has received and applied amounts sufficient to make such payments.

Section 1.3 DEFINITION OF PERSONAL PROPERTY. For purposes of this Security Instrument, the Property identified in Subsections 1.1(d) through 1.1(n), inclusive, shall be collectively referred to herein as the "**Personal Property**."

Section 1.4 PLEDGE OF MONIES HELD. Borrower hereby pledges to Lender any and all monies now or hereafter held by Lender, including, without limitation, any sums deposited in the Funds (as defined in the Escrow Agreement), all insurance proceeds described in Section 3.2 and condemnation awards or payments described in Section 3.4, as additional security for the Obligations until expended or applied as provided in this Security Instrument.

CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Lender, and the successors and assigns of Lender, forever;

PROVIDED, HOWEVER, these presents are upon the express condition that, if Borrower shall well and truly pay to Lender the Debt at the time and in the manner provided in the Note and this Security Instrument, shall well and truly perform the Other Obligations as set forth in this Security Instrument and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Note, these presents and the estate hereby granted shall cease, terminate and be void; provided however, that Borrower's obligation to indemnify and hold harmless Lender pursuant to the provisions hereof with respect to matters relating to any period of time during which this Security Instrument was in effect shall survive any such payment or release.

ARTICLE 2 - DEBT AND OBLIGATIONS SECURED

Section 2.1 DEBT. This Security Instrument and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the following, in such order of priority as Lender may determine in its sole discretion (the "**Debt**"):

(a) the payment of the indebtedness evidenced by the Note in lawful money of the United States of America;

(b) the payment of interest, default interest, late charges and other sums, as provided in the Note, this Security Instrument or the Other Loan Documents (as hereinafter defined);

(c) the payment of all other moneys agreed or provided to be paid by Borrower in the Note, this Security Instrument or the Other Loan Documents;

(d) the payment of all sums advanced pursuant to this Security Instrument to protect and preserve the Property and the lien and the security interest created hereby; and

(e) the payment of all sums advanced and costs and expenses incurred by Lender in connection with the Debt or any part thereof, any renewal, extension, or change of or substitution for the Debt or any part thereof, or the acquisition or perfection of the security therefor, whether made or incurred at the request of Borrower or Lender.

Section 2.2 OTHER OBLIGATIONS. This Security Instrument and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the following (the "Other Obligations"):

(a) the performance of all other obligations of Borrower contained herein;

(b) the performance of each obligation of Borrower contained in any other agreement given by Borrower to Lender which is for the purpose of further securing the obligations secured hereby, and any amendments, modifications and changes thereto; and

(c) the performance of each obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, this Security Instrument or the Other Loan Documents.

Section 2.3 DEBT AND OTHER OBLIGATIONS. Borrower's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively herein as the "Obligations".

Section 2.4 PAYMENTS. Unless payments are made in the required amount in immediately available funds at the place where the Note is payable, remittances in payment of all or any part of the Debt shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by Lender in funds immediately available at the place where the Note is payable (or any other place as Lender, in Lender's sole discretion, may have established by delivery of written notice thereof to Borrower) and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account

only, and the failure to pay the entire amount then due shall be and continue to be an Event of Default (as hereinafter defined).

ARTICLE 3 - BORROWER COVENANTS

Borrower covenants and agrees that:

Section 3.1 INCORPORATION BY REFERENCE. All the covenants, conditions and agreements contained in (a) the Note, and (b) all and any of the documents other than the Note or this Security Instrument now or hereafter executed by Borrower and/or others and by or in favor of Lender in connection with the creation of the Obligations, the payment of any other sums owed by Borrower to Lender or the performance of any Obligations (collectively the "**Other Loan Documents**"), are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein. The term "**Loan Documents**" as used herein shall individually and collectively refer to the Note, this Security Instrument and the Other Loan Documents; provided, however, that notwithstanding any provision of this Security Instrument to the contrary, the Obligations of the Borrower under that certain Environmental Indemnity Agreement of even date herewith executed by Borrower in favor of Lender (the "**Environmental Indemnity**") shall not be deemed or construed to be secured by this Security Instrument or otherwise restricted or affected by the foreclosure of the lien hereof or any other exercise by Lender of its remedies hereunder or under any other Loan Document, such Environmental Indemnity being intended by the signatories thereto to be its (or their) unsecured obligation.

Section 3.2 INSURANCE.

(a) Borrower shall obtain and maintain, and shall pay all premiums in accordance with Subsection 3.2(b) below for, insurance for Borrower and the Property providing at least the following coverages:

(i) comprehensive all risk insurance (including, without limitation, riot and civil commotion, vandalism, malicious mischief, water, fire, burglary and theft and without any exclusion for terrorism; provided that, with respect only to the requirement of no exclusion for terrorism, at the next policy renewal date following the date hereof, such insurance remains available to Borrower without such exclusion for terrorism at commercially reasonable rates) on the Improvements and the Personal Property and in each case (A) in an amount equal to 100% of the "Full Replacement Cost," which for purposes of this Security Instrument shall mean actual replacement value (exclusive of costs of excavations, foundations, underground utilities and footings) with a waiver of depreciation; (B) containing an agreed amount endorsement with respect to the Improvements and Personal Property waiving all co-insurance provisions; (C) providing that the deductible shall not exceed the lesser of \$10,000.00 or one percent (1%) of the face value of the policy; and (D) containing Demolition Costs, Increased Cost of Construction and "Ordinance or Law Coverage" or "Enforcement" endorsements in amounts satisfactory to Lender if any of the Improvements or the use of the Property shall at any time constitute legal non-conforming structures or uses or the ability to rebuild the Improvements is restricted or prohibited. The Full Replacement Cost may be redetermined from time to time by an appraiser or contractor designated and paid by

Lender or by an engineer or appraiser in the regular employ of the insurer. No omission on the part of Lender to request any such appraisals shall relieve Borrower of any of its obligations under this Subsection;

(ii) comprehensive general liability insurance against claims for personal injury, bodily injury, death or property damage occurring upon, in or about the Property, such insurance (A) to be on the so-called "occurrence" form with a combined single limit of not less than \$1,000,000.00 and not less than \$3,000,000.00 if the Property has one or more elevators, as well as liquor liability insurance in a minimum amount of \$2,000,000.00 if any part of the Property is covered by a liquor license and an aggregate coverage limit acceptable to Lender; (B) to continue at not less than the aforesaid limit until required to be changed by Lender in writing by reason of changed economic conditions making such protection inadequate; (C) to cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis; (3) independent contractors; (4) blanket contractual liability for all written and oral contracts; (5) contractual liability covering the indemnities contained in Article 11 hereof to the extent the same is available; and (D) to be without deductible;

(iii) business income insurance (A) with loss payable to Lender; (B) covering losses of income and Rents derived from the Property and any non-insured property on or adjacent to the Property resulting from any risk or casualty whatsoever; (C) containing an extended period of indemnity endorsement which provides that after the physical loss to the Improvements and Personal Property has been repaired, the continued loss of income will be insured until such income either returns to the same level it was at prior to the loss, or the expiration of eighteen (18) months from the date of the loss, whichever first occurs, and notwithstanding that the policy may expire prior to the end of such period; and (D) in an amount equal to 100% of the projected gross income from the Property for a period of eighteen (18) months. The amount of such business income insurance shall be determined by Lender prior to the date hereof and at least once each year thereafter based on Borrower's reasonable estimate of the gross income from the Property for the succeeding eighteen (18) month period. All insurance proceeds payable to Lender pursuant to this Subsection 3.2(a) shall be held by Lender and shall be applied to the obligations secured hereunder from time to time due and payable hereunder and under the Note; provided, however, that nothing herein contained shall be deemed to relieve Borrower of its obligations to pay the obligations secured hereunder on the respective dates of payment provided for in the Note except to the extent such amounts are actually paid out of the proceeds of such business income insurance;

(iv) at all times during which structural construction, repairs or alterations are being made by or on behalf of the Borrower with respect to the Improvements: (A) owner's contingent or protective liability insurance covering claims not covered by or under the terms or provisions of the above mentioned commercial general liability insurance policy; and (B) the insurance provided for in Subsection 3.2(a)(i) written in a so-called builder's risk completed value form (1) on a non-reporting basis, (2) against all risks insured against pursuant to Subsection 3.2(a)(i), (3) including

permission to occupy the Property, and (4) with an agreed amount endorsement waiving co-insurance provisions;

(v) workers' compensation insurance, subject to the statutory limits of the state in which the Property is located (if applicable);

(vi) comprehensive boiler and machinery insurance (without exclusion for explosion), if applicable, in amounts as shall be reasonably required by Lender and covering all boilers or other pressure vessels, machinery and equipment located at or about the Property (including, without limitation, electrical equipment, sprinkler systems, heating and air conditioning equipment, refrigeration equipment and piping);

(vii) if any portion of the Improvements is currently or at any time in the future located in a federally designated "special flood hazard area", flood hazard insurance in an amount equal to the lesser of (a) the outstanding principal balance of the Note, (b) the Full Replacement Cost, or (c) the maximum amount of such insurance available under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994, as each may be amended; and

(viii) such other insurance and in such amounts as Lender from time to time may reasonably request against such other insurable hazards which at the time are commonly insured against for property similar to the Property located in or around the region in which the Property is located, including, without limitation, earthquake insurance (in the event the Property is located in an area with a high degree of seismic activity), sinkhole insurance, mine subsidence insurance and environmental insurance.

(b) All insurance provided for in Subsection 3.2(a) hereof shall be obtained under valid and enforceable policies (the "Policies" or in the singular, the "Policy"), in such forms and, from time to time after the date hereof, in such amounts as may from time to time be reasonably satisfactory to Lender, issued by financially sound and responsible insurance companies authorized to do business in the state in which the Property is located as admitted or unadmitted carriers which, in either case, have been approved by Lender and which have a claims paying ability rating of A or better issued by Standard & Poor's Ratings Group or with a claims paying ability rating otherwise acceptable to Lender (each such insurer shall be referred to below as a "Qualified Insurer"). Such Policies shall not be subject to invalidation due to the use or occupancy of the Property for purposes more hazardous than the use of the Property at the time such Policies were issued. Not less than thirty (30) days prior to the expiration dates of the Policies theretofore furnished to Lender pursuant to Subsection 3.2(a), certified copies of the Policies marked "premium paid" or accompanied by a certificate of insurance or other evidence satisfactory to Lender of payment of the premiums due thereunder (the "Insurance Premiums"), shall be delivered by Borrower to Lender; provided, however, that in the case of renewal Policies, Borrower may furnish Lender with binders therefor to be followed by the original Policies when issued.

(c) Borrower shall not obtain (i) separate insurance concurrent in form or contributing in the event of loss with that required in Subsection 3.2(a) to be furnished by, or which may be reasonably required to be furnished by, Borrower, or (ii) any umbrella or blanket liability or casualty Policy unless, in each case, Lender, its successors and assigns, including any servicers, trustees or other designees of Lender are named as an additional insured therein as provided in this Security Instrument and such Policy is issued by a Qualified Insurer. If Borrower obtains separate insurance or an umbrella or a blanket Policy, Borrower shall notify Lender of the same and shall cause certified copies of each Policy to be delivered as required in Subsection 3.2(a). Any blanket insurance Policy shall specifically allocate to the Property the amount of coverage from time to time required hereunder and shall otherwise provide the same protection as would a separate Policy insuring only the Property in compliance with the provisions of Subsection 3.2(a).

(d) All Policies of insurance provided for or contemplated by Subsection 3.2(a) shall name Lender, its successors and assigns, including any servicers, trustees or other designees of Lender, and Borrower as the insured or additional insured, as their respective interests may appear, and in the case of property damage, boiler and machinery, and flood insurance, shall contain a so-called New York standard non-contributing Lender clause in favor of Lender providing that the loss thereunder shall be payable to Lender.

(e) All Policies of insurance provided for in Subsection 3.2(a) shall contain clauses or endorsements to the effect that:

(i) no act or negligence of Borrower, or anyone acting for Borrower, or of any tenant under any Lease or other occupant, or failure to comply with the provisions of any Policy which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as Lender is concerned;

(ii) the Policy shall not be materially changed (other than to increase the coverage provided on the Property thereby) or canceled without at least thirty (30) days' prior written notice to Lender and any other party named therein as an insured;

(iii) each Policy shall provide that the issuers thereof shall give written notice to Lender if the Policy has not been renewed thirty (30) days prior to its expiration; and

(iv) Lender shall not be liable for any Insurance Premiums thereon or subject to any assessments thereunder.

(f) Borrower shall furnish to Lender within ten (10) calendar days after Lender's request therefor, a statement certified by Borrower or a duly authorized officer of Borrower of the amounts of insurance maintained in compliance herewith, of the risks covered by such insurance and of the insurance company or companies which carry such

insurance and, if requested by Lender, verification of the adequacy of such insurance by an independent insurance broker or appraiser acceptable to Lender.

(g) If at any time Lender is not in receipt of written evidence that all insurance required hereunder is in full force and effect, Lender shall have the right but not the obligation, without notice to Borrower, to take such action as Lender deems necessary to protect its interest in the Property, including, without limitation, the obtaining of such insurance coverage as Lender in its sole discretion deems appropriate, and all expenses incurred by Lender in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by Borrower to Lender upon demand and until paid shall be secured by this Security Instrument and shall bear interest at the Default Rate (as hereinafter defined).

(h) If the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, Borrower shall give prompt notice thereof to Lender.

(i) In case of loss covered by Policies, Lender may either (1) settle and adjust any claim without the consent of Borrower, or (2) allow Borrower to agree with the insurance company or companies on the amount to be paid upon the loss; provided, that Borrower may adjust losses aggregating not in excess of \$100,000.00 if such adjustment is carried out in a competent and timely manner, and provided that in any case Lender shall and is hereby authorized to collect and receive any such insurance proceeds for disbursement as provided in clause (ii) below; and the expenses incurred by Lender in the adjustment and collection of insurance proceeds shall become part of the Debt and be secured hereby and shall be reimbursed by Borrower to Lender upon demand (unless deducted by and reimbursed to Lender from such proceeds).

(ii) In the event of any insured damage to or destruction of the Property or any part thereof (herein called an "Insured Casualty"), if (A) in the reasonable judgment of Lender, the Property can be restored within twelve (12) months after insurance proceeds are made available and at least twelve (12) months prior to the Maturity Date (as defined in the Note) to an economic unit not less valuable (including an assessment by Lender of the impact of the termination of any Leases due to such Insured Casualty) and not less useful than the same was prior to the Insured Casualty, and after such restoration will adequately secure the outstanding balance of the Debt, and (B) no Event of Default (hereinafter defined) shall have occurred and be then continuing, then the proceeds of insurance shall be applied to reimburse Borrower for the cost of restoring, repairing, replacing or rebuilding the Property or part thereof subject to Insured Casualty, as provided below; and Borrower hereby covenants and agrees forthwith to commence and diligently to prosecute such restoring, repairing, replacing or rebuilding; provided, however, in any event Borrower shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the net proceeds of insurance made available pursuant to the terms hereof (and if required by Lender, Borrower shall deposit the total thereof with Lender in advance).

(iii) Except as provided above, the proceeds of insurance collected upon any Insured Casualty shall, at the option of Lender in its sole discretion, be applied

to the payment of the Debt or applied to reimburse Borrower for the cost of restoring, repairing, replacing or rebuilding the Property or part thereof subject to the Insured Casualty, in the manner set forth below. Any such application to the Debt shall not be considered a voluntary prepayment requiring payment of the prepayment consideration provided in the Note, and shall not reduce or postpone any payments otherwise required pursuant to the Note, other than the final payment on the Note.

(iv) If proceeds of insurance, if any, are made available to Borrower for the restoring, repairing, replacing or rebuilding of the Property, Borrower hereby covenants to restore, repair, replace or rebuild the same to be of at least equal value and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with applicable law and plans and specifications reasonably approved by Lender in advance.

(v) If Borrower is entitled to reimbursement out of insurance proceeds held by Lender, such proceeds shall be disbursed from time to time upon Lender being furnished with (1) evidence satisfactory to it (which evidence may include inspection[s] of the work performed) that the restoration, repair, replacement and rebuilding covered by the disbursement has been completed in accordance with plans and specifications approved by Lender, (2) evidence satisfactory to it of the estimated cost of completion of the restoration, repair, replacement and rebuilding, (3) funds, or, at Lender's option, assurances satisfactory to Lender that such funds are available, sufficient in addition to the proceeds of insurance to complete the proposed restoration, repair, replacement and rebuilding, and (4) such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, bonds, plats of survey and such other evidences of cost, payment and performance as Lender may reasonably require and approve; and Lender may, in any event, require that all plans and specifications for such restoration, repair, replacement and rebuilding be submitted to and approved by Lender prior to commencement of work. With respect to disbursements to be made by Lender: (A) no payment made prior to the final completion of the restoration, repair, replacement and rebuilding shall exceed ninety percent (90%) of the value of the work performed from time to time; (B) funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds; and (C) at all times, the undisbursed balance of such proceeds remaining in the hands of Lender, together with funds deposited for that purpose or irrevocably committed to the satisfaction of Lender by or on behalf of Borrower for that purpose, shall be at least sufficient in the reasonable judgment of Lender to pay for the cost of completion of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien and the costs described in Subsection 3.2(h)(vi) below. Any surplus which may remain out of such insurance proceeds (and/or additional amounts deposited by Borrower at the direction of Lender as provided in the preceding sentence) held by Lender after payment of such costs of restoration, repair, replacement or rebuilding shall be paid to the Borrower. In no event shall Lender assume any duty or obligation for the adequacy, form or content of any such plans and specifications, nor for the performance, quality or workmanship of any restoration, repair, replacement and rebuilding.

(vi) Notwithstanding anything to the contrary contained herein, the proceeds of insurance reimbursed to Borrower in accordance with the terms and provisions of this Security Instrument shall be reduced by the reasonable costs (if any) incurred by Lender in the adjustment and collection thereof and in the reasonable costs incurred by Lender of paying out such proceeds (including, without limitation, reasonable attorneys' fees and costs paid to third parties for inspecting the restoration, repair, replacement and rebuilding and reviewing the plans and specifications therefor).

Section 3.3 PAYMENT OF TAXES, ETC.

(a) Borrower shall pay all taxes, assessments, water rates, sewer rents, governmental impositions, and other charges, including without limitation, vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Land, now or hereafter levied or assessed or imposed against the Property or any part thereof (the "Taxes"), all ground rents, maintenance charges and similar charges, now or hereafter levied or assessed or imposed against the Property or any part thereof (the "Other Charges"), and all charges for utility services provided to the Property as same become due and payable. Borrower will deliver to Lender, promptly upon Lender's request, evidence satisfactory to Lender that the Taxes, Other Charges and utility service charges have been so paid or are not then delinquent. Borrower shall not allow and shall promptly cause to be paid and discharged any lien or charge whatsoever which may be or become a lien or charge against the Property. Except to the extent sums sufficient to pay all Taxes and Other Charges have been deposited with Lender in accordance with the terms of this Security Instrument, upon Lender's request, Borrower shall furnish to Lender paid receipts for the payment of the Taxes and Other Charges prior to the date the same shall become delinquent.

(b) After prior written notice to Lender, Borrower, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any of the Taxes, provided that (i) no Event of Default has occurred and is continuing under the Note, this Security Instrument or any of the Other Loan Documents, (ii) such proceeding shall suspend the collection of the Taxes from Borrower and from the Property or Borrower shall have paid all of the Taxes under protest, (iii) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which Borrower is subject and shall not constitute a default thereunder, (iv) neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, terminated, canceled or lost, (v) Borrower shall have set aside and deposited with Lender adequate reserves for the payment of the Taxes, together with all interest and penalties thereon, unless Borrower has paid all of the Taxes under protest, and (vi) Borrower shall have furnished the security as may be required in the proceeding, or as may be requested by Lender to insure the payment of any contested Taxes, together with all interest and penalties thereon.

Section 3.4 CONDEMNATION. Borrower shall promptly give Lender notice of the actual or threatened commencement of any condemnation or eminent domain proceeding and shall deliver to Lender copies of any and all papers served in connection with such proceedings.

Lender is hereby irrevocably appointed as Borrower's attorney-in-fact, coupled with an interest, with exclusive power to collect, receive and retain any award or payment for said condemnation or eminent domain and to make any compromise or settlement in connection with such proceeding, subject to (i) Borrower's reasonable approval of such compromise or settlement provided an Event of Default has not occurred or is continuing, (ii) the right of Borrower to compromise and settle any condemnation (without the consent of Lender) in an amount equal to 5% or less of the Loan, and (iii) the provisions of this Security Instrument. Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise (including but not limited to any transfer made in lieu of or in anticipation of the exercise of such taking), Borrower shall continue to pay the Debt at the time and in the manner provided for its payment in the Note and in this Security Instrument and the Debt shall not be reduced until any award or payment therefor shall have been actually received and applied by Lender, after the deduction of expenses of collection, to the reduction or discharge of the Debt. Lender shall not be limited to the interest paid on the award by the condemning authority but shall be entitled to receive out of the award interest at the rate or rates provided herein or in the Note. Borrower shall cause the award or payment made in any condemnation or eminent domain proceeding, which is payable to Borrower, to be paid directly to Lender. Lender may apply any award or payment to the reduction or discharge of the Debt whether or not then due and payable (such application to be free from any prepayment consideration provided in the Note, except that if an Event of Default, or an event which with notice and/or the passage of time, or both, would constitute an Event of Default, has occurred and is continuing beyond any applicable notice and cure period, then such application shall be subject to the full prepayment consideration computed in accordance with the Note). If the Property is sold, through foreclosure or otherwise, prior to the receipt by Lender of the award or payment, Lender shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive the award or payment, or a portion thereof sufficient to pay the Debt.

Section 3.5 USE AND MAINTENANCE OF PROPERTY. Borrower shall cause the Property to be maintained and operated in a good and safe condition and repair and in keeping with the condition and repair of properties of a similar use, value, age, nature and construction. Borrower shall not use, maintain or operate the Property in any manner which constitutes a public or private nuisance or which makes void, voidable, or cancelable, or increases the premium of, any insurance then in force with respect thereto. The Improvements and the Personal Property shall not be removed, demolished or materially altered (except for normal replacement of the Personal Property with items of the same utility and of equal or greater value) without the prior written consent of Lender. Borrower shall, or as applicable, cause the tenant pursuant to the terms of a Lease to (i) promptly repair, replace or rebuild any part of the Property which may be destroyed by any casualty, or become damaged, worn or dilapidated or which may be affected by any proceeding of the character referred to in Section 3.4 hereof and (ii) complete and pay for any structure at any time in the process of construction or repair on the Land; provided, however, that Borrower's obligation to repair, replace or rebuild in regard to an Insured Casualty shall be subject to the availability of insurance proceeds pursuant to Section 3.2, above. Borrower shall not initiate, join in, acquiesce in, or consent to any change in any private restrictive covenant, zoning law or other public or private restriction, limiting or defining the uses which may be made of the Property or any part thereof. If under applicable zoning provisions the use of all or any portion of the Property is or shall become a nonconforming use, Borrower will not cause or permit the nonconforming use to be discontinued or abandoned

without the express written consent of Lender. Borrower shall not take any steps whatsoever to convert the Property, or any portion thereof, to a condominium or cooperative form of management.

Section 3.6 WASTE. Borrower shall not commit or suffer any waste of the Property or, without first obtaining such additional insurance as may be necessary to cover a proposed change in use of the Property, make any change in the use of the Property which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Property, or take any action that might invalidate or give cause for cancellation of any Policy, or do or permit to be done thereon anything that may in any way impair the value of the Property or the security of this Security Instrument. Borrower will not, without the prior written consent of Lender, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Land, regardless of the depth thereof or the method of mining or extraction thereof.

Section 3.7 COMPLIANCE WITH LAWS; ALTERATIONS.

(a) Borrower shall promptly comply with all existing and future federal, state and local laws, orders, ordinances, governmental rules and regulations or court orders affecting or which may be interpreted to affect the Property, or the use thereof, including, but not limited to, the Americans with Disabilities Act (the "ADA") (collectively "Applicable Laws").

(b) Notwithstanding any provisions set forth herein or in any document regarding Lender's approval of alterations of the Property, Borrower shall not alter the Property in any manner which would increase Borrower's responsibilities for compliance with Applicable Laws without the prior written approval of Lender. Lender's approval of the plans, specifications, or working drawings for alterations of the Property shall create no responsibility or liability on behalf of Lender for their completeness, design, sufficiency or their compliance with Applicable Laws. The foregoing shall apply to tenant improvements constructed by Borrower or by any of its tenants. Lender may condition any such approval upon receipt of a certificate of compliance with Applicable Laws from an independent architect, engineer, or other person acceptable to Lender.

(c) Borrower shall give prompt notice to Lender of the receipt by Borrower of any notice related to a violation of any Applicable Laws and of the commencement of any proceedings or investigations which relate to compliance with Applicable Laws.

(d) Borrower shall take appropriate measures to prevent and will not engage in or knowingly permit any illegal activities at the Property.

Section 3.8 BOOKS AND RECORDS.

(a) Borrower shall keep accurate books and records of account in accordance with sound accounting principles in which full, true and correct entries shall be promptly made with respect to Borrower, the Property and the operation thereof, and will permit all such books and records (including without limitation all contracts, statements, invoices, bills and claims for labor, materials and services supplied to Borrower for the

construction, repair or operation of the Improvements) to be inspected or audited and copies made by Lender and its representatives during normal business hours and at any other reasonable times upon reasonable advance notice. Borrower represents that its chief executive office is as set forth in the introductory paragraph of this Security Instrument and that all books and records pertaining to the Property are maintained at the Property or such other location as may be expressly disclosed to Lender in writing. Borrower will furnish, or cause to be furnished, to Lender on or before forty-five (45) calendar days after the end of each calendar quarter the following items, each certified by Borrower as being true and correct, in such format and in such detail as Lender or its servicer may request:

(i) a written statement (rent roll) dated as of the last day of each such calendar quarter identifying each of the Leases by the term, space occupied, rental required to be paid (including percentage rents and tenant sales), security deposit paid, any rental concessions, all rent escalations, any rents paid more than one (1) month in advance, any special provisions or inducements granted to tenants, any taxes, maintenance and other common charges paid by tenants, all vacancies and identifying any defaults or payment delinquencies thereunder; and

(ii) quarterly and year-to-date operating statements prepared for each calendar quarter during each such reporting period detailing the total revenues received, total expenses incurred, total cost of all capital improvements, total debt service and total cash flow.

(b) Within ninety (90) calendar days following the end of each calendar year, Borrower shall furnish a statement of the financial affairs and condition of the Borrower and the Property including a statement of profit and loss for the Property in such format and in such detail as Lender or its servicer may request, and setting forth the financial condition and the income and expenses for the Property for the immediately preceding calendar year prepared by an independent certified public accountant. Borrower shall deliver to Lender copies of all income tax returns, requests for extension and other similar items contemporaneously with its delivery of same to the Internal Revenue Service.

(c) Borrower will permit representatives appointed by Lender, including independent accountants, agents, attorneys, appraisers and any other persons, to visit and inspect during its normal business hours and at any other reasonable times after giving prior reasonable notice to Borrower any of the Property and to make photographs thereof, and to write down and record any information such representatives obtain, and shall permit Lender or its representatives to investigate and verify the accuracy of the information furnished to Lender under or in connection with this Security Instrument or any of the Other Loan Documents and to discuss all such matters with its officers, employees and representatives. Borrower will furnish to Lender at Borrower's expense all evidence which Lender may from time to time reasonably request as to the accuracy and validity of or compliance with all representations and warranties made by Borrower in the Loan Documents and satisfaction of all conditions contained therein. Any inspection or audit of the Property or the books and records of Borrower, or the procuring

of documents and financial and other information, by or on behalf of Lender, shall be at Borrower's expense and shall be for Lender's protection only, and shall not constitute any assumption of responsibility or liability by Lender to Borrower or anyone else with regard to the condition, construction, maintenance or operation of the Property, nor Lender's approval of any certification given to Lender nor relieve Borrower of any of Borrower's obligations.

(d) Prior to the transfer of the Loan by Lender pursuant to Section 16.1 hereof, Borrower shall deliver to Lender the reports required by Section 3.8(a) on a monthly basis. Such reports shall be delivered within twenty (20) calendar days after the end of each calendar month.

Section 3.9 PAYMENT FOR LABOR AND MATERIALS. Borrower will promptly pay when due all bills and costs for labor, materials, and specially fabricated materials incurred in connection with the Property and never permit to exist beyond the due date thereof in respect of the Property or any part thereof any lien or security interest, even though inferior to the liens and the security interests hereof, and in any event never permit to be created or exist in respect of the Property or any part thereof any other or additional lien or security interest other than the liens or security interests hereof, except for the Permitted Exceptions (as hereinafter defined).

Section 3.10 PERFORMANCE OF OTHER AGREEMENTS. Borrower shall observe and perform each and every term to be observed or performed or caused to be observed or performed by Borrower pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Property, or given by Borrower to Lender for the purpose of further securing an obligation secured hereby and any amendments, modifications or changes thereto.

ARTICLE 4 - SPECIAL COVENANTS

Borrower covenants and agrees that:

Section 4.1 PROPERTY USE. The Property shall be used only for a shopping center, and for no other use without the prior written consent of Lender, which consent may be withheld in Lender's sole and absolute discretion.

Section 4.2 ERISA.

(a) It shall not engage in any transaction which would cause any obligation, or action taken or to be taken, hereunder (or the exercise by Lender of any of its rights under the Note, this Security Instrument and the Other Loan Documents) to be a non-exempt (under a statutory or administrative class exemption) prohibited transaction under the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

(b) It shall deliver to Lender such certifications or other evidence from time to time throughout the term of the Security Instrument, as requested by Lender in its sole discretion, that (i) Borrower is not an "employee benefit plan" as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA, or a "governmental plan" within the meaning of Section 3(32) of ERISA; (ii) Borrower is not subject to state statutes

regulating investments and fiduciary obligations with respect to governmental plans; and
(iii) one or more of the following circumstances is true:

(i) Equity interests in Borrower are publicly offered securities, within the meaning of 29 C.F.R. § 2510.3-101(b)(2);

(ii) Less than twenty-five percent (25%) of each outstanding class of equity interests in Borrower are held by "benefit plan investors" within the meaning of 29 C.F.R. § 2510.3-101(d)(2); or

(iii) Borrower qualifies as an "operating company" or a "real estate operating company" within the meaning of 29 C.F.R. § 2510.3-101(c) or (e) or an investment company registered under The Investment Company Act of 1940.

Section 4.3 SINGLE PURPOSE ENTITY. Borrower covenants and agrees that it has not and shall not:

(a) engage in any business or activity other than the acquisition, ownership, operation and maintenance of the Property, and activities incidental thereto;

(b) acquire or own any material asset other than (i) the Property, and (ii) such incidental Personal Property as may be necessary for the operation of the Property;

(c) merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case Lender's consent;

(d) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of Borrower's Certificate of Formation and limited liability company operating agreement;

(e) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of Lender;

(f) commingle its assets with the assets of any of its partner(s), members, shareholders, affiliates, or of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in the Borrower permitted hereunder and properly accounted for;

(g) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Debt, except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt shall not exceed at any one time five percent (5%) of the outstanding Debt;

(h) allow any person or entity to pay its debts and liabilities (except a Guarantor or Indemnitor) or fail to pay its debts and liabilities solely from its own assets;

(i) fail to maintain its records, books of account and bank accounts separate and apart from those of the shareholders, partners, members, principals and affiliates of Borrower, the affiliates of a shareholder, partner or member of Borrower, and any other person or entity or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Property is actually owned by the Borrower;

(j) enter into any contract or agreement with any shareholder, partner, member, principal or affiliate of Borrower, any guarantor of all or a portion of the Debt (a "Guarantor") or any shareholder, partner, member, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any shareholder, partner, member, principal or affiliate of Borrower or Guarantor, or any shareholder, partner, member, principal or affiliate thereof;

(k) seek dissolution or winding up, in whole or in part;

(l) fail to correct any known misunderstandings regarding the separate identity of Borrower;

(m) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of the Borrower (except for a Guarantor or Indemnitor);

(n) make any loans or advances to any third party, including any shareholder, partner, member, principal or affiliate of Borrower, or any shareholder, partner, member, principal or affiliate thereof;

(o) fail to file its own tax returns, except as may be permitted by law or generally accepted accounting principles or to use separate contracts, purchase orders, stationary, invoices and checks;

(p) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the entity with which such other party is transacting business, or (ii) to suggest that Borrower is responsible for the debts of any third party (including any shareholder, partner, member, principal or affiliate of Borrower, or any shareholder, partner, member, principal or affiliate thereof);

(q) fail to allocate fairly and reasonably among Borrower and any third party (including, without limitation, any Guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;

(r) allow any person or entity to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;

(s) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(t) file a voluntary petition or otherwise initiate proceedings to have the Borrower or any general partner or managing member adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Borrower or any general partner or managing member, or file a petition seeking or consenting to reorganization or relief of the Borrower or any general partner or managing member as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Borrower or any general partner or managing member; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Borrower or any general partner or managing member or of all or any substantial part of the properties and assets of the Borrower or any general partner or managing member, or make any general assignment for the benefit of creditors of the Borrower or any general partner or managing member, or admit in writing the inability of the Borrower or any general partner or managing member to pay its debts generally as they become due or declare or effect a moratorium on the Borrower or any general partner or managing member debt or take any action in furtherance of any such action;

(u) share any common logo with or hold itself out as or be considered as a department or division of (i) any shareholder, partner, principal, member or affiliate of Borrower, (ii) any affiliate of a shareholder, partner, principal, member or affiliate of Borrower, or (iii) any other person or entity or allow any person or entity to identify the Borrower as a department or division of that person or entity; or

(v) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Borrower or the creditors of any other person or entity.

If Borrower is a limited partnership or a limited liability company, its sole general partner, manager or managing member (the "SPE Principal") of Borrower, as applicable, is and shall be at all times a corporation whose sole purpose shall be to act as manager of the Borrower and shall not engage in any business or activity other than activities which are incidental to the foregoing, including the management of the assets owned by the Borrower and such SPE Principal of Borrower will at all times comply, and will cause Borrower to comply, with each of the covenants, terms and provisions contained in Section 4.3(1) as if such representation, warranty or covenant was made directly by such SPE Principal.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

Section 5.1 BORROWER'S REPRESENTATIONS. Borrower represents and warrants to Lender that each of the representations and warranties set forth in that certain

Closing Certificate of even date herewith executed by Borrower in favor of Lender are true and correct as of the date hereof and are hereby incorporated and restated in this Security Instrument by this reference.

Section 5.2 WARRANTY OF TITLE. Borrower represents and warrants that it has good and marketable title to the Property and has the right to mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey the same and that Borrower possesses an unencumbered fee simple absolute estate in the Land and the Improvements and that it owns the Property free and clear of all liens, encumbrances and charges whatsoever except for those exceptions shown in the title insurance policy insuring the lien of this Security Instrument and having an effective date as of the date hereof (the "**Permitted Exceptions**"). Borrower shall, at its sole cost and expense, forever warrant, defend and preserve the title and the validity and priority of the lien of this Security Instrument and shall, at its sole cost and expense, forever warrant and defend the same to Lender against the claims of all persons whomsoever, subject only to the Permitted Exceptions.

Section 5.3 STATUS OF PROPERTY.

(a) No portion of the Improvements is located in an area identified by the Secretary of Housing and Urban Development or any successor thereto as an area having special flood hazards pursuant to the National Flood Insurance Act of 1968 or the Flood Disaster Protection Act of 1973, as amended, or any successor law, or, if located within any such area, Borrower has obtained and will maintain the insurance prescribed in Section 3.2 hereof.

(b) Borrower has obtained all necessary certificates, permits, licenses and other approvals, governmental and otherwise, necessary for the use, occupancy and operation of the Property and the conduct of its business (including, without limitation, certificates of completion and certificates of occupancy) and all required zoning, building code, land use, environmental and other similar permits or approvals, all of which are in full force and effect as of the date hereof and not subject to revocation, suspension, forfeiture or modification.

(c) The Property and the present and contemplated use and occupancy thereof are to the best knowledge of Borrower in full compliance with all Applicable Laws, including, without limitation, zoning ordinances, building codes, land use and environmental laws, laws relating to the disabled (including, but not limited to, the ADA) and other similar laws.

(d) The Property is served by all utilities required for the current or contemplated use thereof. All utility service is provided by public utilities and the Property has accepted or is equipped to accept such utility service.

(e) All public roads and streets necessary for service of and access to the Property for the current or contemplated use thereof have been completed, are serviceable and are physically and legally open for use by the public.

(f) The Property is served by public water and sewer systems.

(g) The Property is free from damage caused by fire or other casualty. There is no pending or, to the best knowledge of Borrower, threatened condemnation proceedings affecting the Property or any portion thereof.

(h) All costs and expenses of any and all labor, materials, supplies and equipment used in the construction of the Improvements have been paid in full and no notice of any mechanics' or materialmen's liens or of any claims of right to any such liens have been received.

(i) Borrower has paid in full for, and is the owner of, all furnishings, fixtures and equipment (other than tenants' property) used in connection with the operation of the Property, free and clear of any and all security interests, liens or encumbrances, except the lien and security interest created hereby.

(j) All liquid and solid waste disposal, septic and sewer systems located on the Property are to the best knowledge of Borrower in a good and safe condition and repair and in compliance with all Applicable Laws.

(k) All Improvements lie within the boundary of the Land.

Section 5.4 NO FOREIGN PERSON. Borrower is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and the related Treasury Department regulations, including temporary regulations.

Section 5.5 SEPARATE TAX LOT. The Property is assessed for real estate tax purposes as one or more wholly independent tax lot or lots, separate from any adjoining land or improvements not constituting a part of such lot or lots, and no other land or improvements is assessed and taxed together with the Property or any portion thereof.

ARTICLE 6 - OBLIGATIONS AND RELIANCES

Section 6.1 RELATIONSHIP OF BORROWER AND LENDER. The relationship between Borrower and Lender is solely that of debtor and creditor, and Lender has no fiduciary or other special relationship with Borrower, and no term or condition of any of the Note, this Security Instrument and the other Loan Documents shall be construed so as to deem the relationship between Borrower and Lender to be other than that of debtor and creditor.

Section 6.2 NO RELIANCE ON LENDER. The partners, members, principals and (if Borrower is a trust) beneficial owners of Borrower are experienced in the ownership and operation of properties similar to the Property, and Borrower and Lender are relying solely upon such expertise and business plan in connection with the ownership and operation of the Property. Borrower is not relying on Lender's expertise, business acumen or advice in connection with the Property.

Section 6.3 NO LENDER OBLIGATIONS.

(a) Notwithstanding the provisions of Subsections 1.1(e) and 1.1(f) or Section 1.2, Lender is not undertaking (i) any obligations under the Leases; or (ii) any obligations

with respect to such agreements, contracts, certificates, instruments, franchises, permits, trademarks, licenses and other documents.

(b) By accepting or approving anything required to be observed, performed or fulfilled or to be given to Lender pursuant to this Security Instrument, the Note or the Other Loan Documents, including without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, Lender shall not be deemed to have warranted, consented to, or affirmed the sufficiency, legality or effectiveness of same, and such acceptance or approval thereof shall not constitute any warranty or affirmation with respect thereto by Lender.

Section 6.4 **RELIANCE.** Borrower recognizes and acknowledges that in accepting the Note, this Security Instrument and the Other Loan Documents, Lender is expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in Article 5 and that certain Closing Certificate of even date herewith executed by Borrower, without any obligation to investigate the Property and notwithstanding any investigation of the Property by Lender; that such reliance existed on the part of Lender prior to the date hereof; that such warranties and representations are a material inducement to Lender in accepting the Note, this Security Instrument and the Other Loan Documents; and that Lender would not be willing to make the Loan (as hereinafter defined) and accept this Security Instrument in the absence of the warranties and representations as set forth in Article 5 and such Closing Certificate.

ARTICLE 7 - FURTHER ASSURANCES

Section 7.1 **RECORDING FEES.** Borrower will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Note, this Security Instrument, the Other Loan Documents, any note or mortgage supplemental hereto, any security instrument with respect to the Property and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Security Instrument, any mortgage supplemental hereto, any security instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 7.2 **FURTHER ACTS.** Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, require, for the better assuring, conveying, assigning, transferring, and confirming unto Lender the property and rights hereby mortgaged, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Security Instrument or for filing, registering or recording this Security Instrument, or for complying with all Applicable Laws. Borrower, on demand, will execute and deliver and hereby authorizes Lender to execute in the name of Borrower or without the signature of Borrower to

the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or other instruments, to evidence more effectively the security interest of Lender in the Property. Borrower grants to Lender an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Lender at law and in equity, including without limitation such rights and remedies available to Lender pursuant to this Section 7.2.

Section 7.3 CHANGES IN TAX, DEBT CREDIT AND DOCUMENTARY STAMP LAWS.

(a) If any law is enacted or adopted or amended after the date of this Security Instrument which imposes a tax, either directly or indirectly, on the Debt or Lender's interest in the Property, requires revenue or other stamps to be affixed to the Note, this Security Instrument, or the Other Loan Documents, or imposes any other tax or charge on the same, Borrower will pay the same, with interest and penalties thereon, if any. If Lender is advised by counsel chosen by it that the payment of tax by Borrower would be unlawful or taxable to Lender or unenforceable or provide the basis for a defense of usury, then Lender shall have the option, by written notice of not less than one hundred twenty (120) calendar days, to declare the Debt immediately due and payable.

(b) Borrower will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes or Other Charges assessed against the Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Property, or any part thereof, for real estate tax purposes by reason of this Security Instrument or the Debt. If such claim, credit or deduction shall be required by law, Lender shall have the option, by written notice of not less than one hundred twenty (120) calendar days, to declare the Debt immediately due and payable.

Section 7.4 CONFIRMATION STATEMENT.

(a) After request by Lender, Borrower, within ten (10) days, shall furnish Lender or any proposed assignee with a statement, duly acknowledged and certified, confirming to Lender (or its designee) (i) the amount of the original principal amount of the Note, (ii) the unpaid principal amount of the Note, (iii) the rate of interest of the Note, (iv) the terms of payment and maturity date of the Note, (v) the date installments of interest and/or principal were last paid, and (vi) that, except as provided in such statement, there are no defaults or events which with the passage of time or the giving of notice or both, would constitute an event of default under the Note or this Security Instrument; provided, however, Lender shall not be entitled hereunder to receive more than one (1) such statement in each calendar year.

(b) Subject to the provisions of the Leases, Borrower shall deliver to Lender, promptly upon request (but not more frequently than once annually so long as Borrower is not in default hereunder), duly executed estoppel certificates from any one or more lessees as required by Lender attesting to such facts regarding the Lease as Lender may require, including but not limited to attestations that each Lease covered thereby is in full force and effect with no defaults thereunder on the part of any party, that none of the

Rents have been paid more than one month in advance, and that the lessee claims no defense or offset against the full and timely performance of its obligations under the Lease.

(c) Upon any transfer or proposed transfer contemplated by Section 16.1 hereof, at Lender's request, Borrower, any Guarantors and any Indemnitors shall provide an estoppel certificate to the Investor (defined in Section 16.1) or any prospective Investor in such form, substance and detail as Lender, such Investor or prospective Investor may require.

Section 7.5 SPLITTING OF SECURITY INSTRUMENT. This Security Instrument and the Note shall, at any time until the same shall be fully paid and satisfied, at the sole election of Lender, be split or divided into two or more notes and two or more security instruments, each of which shall cover all or a portion of the Property to be more particularly described therein. To that end, Borrower, upon written request of Lender, shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered by the then owner of the Property, to Lender and/or its designee or designees substitute notes and security instruments in such principal amounts, aggregating not more than the then unpaid principal amount of Debt, and containing terms, provisions and clauses analogous to those contained herein and in the Note, and such other documents and instruments as may be required by Lender at Lender's cost and expense.

Section 7.6 REPLACEMENT DOCUMENTS. Upon receipt of an affidavit of an officer of Lender as to the loss, theft, destruction or mutilation of the Note or any Other Loan Document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Note or Other Loan Document, Borrower, at its expense, will issue, in lieu thereof, a replacement Note or Other Loan Document, dated the date of such lost, stolen, destroyed or mutilated Note or Other Loan Document in the same principal amount thereof and otherwise of like tenor.

ARTICLE 8 - DUE ON SALE/ENCUMBRANCE

Section 8.1 LENDER RELIANCE. Borrower acknowledges that Lender has examined and relied on the creditworthiness of Borrower and experience of Borrower and its partners, members, principals and (if Borrower is a trust) beneficial owners in owning and operating properties such as the Property in agreeing to make the Loan, and will continue to rely on Borrower's ownership of the Property as a means of maintaining the value of the Property as security for repayment of the Debt and the performance of the Other Obligations. Borrower acknowledges that Lender has a valid interest in maintaining the value of the Property so as to ensure that, should Borrower default in the repayment of the Debt or the performance of the Other Obligations, Lender can recover the Debt by a sale of the Property.

Section 8.2 NO SALE/ENCUMBRANCE.

(a) Borrower agrees that Borrower shall not, without the prior written consent of Lender, Transfer the Property or any part thereof or permit the Property or any part thereof to be Transferred. Lender shall not be required to demonstrate any actual impairment of its security or any increased risk of default hereunder in order to declare

the Debt immediately due and payable upon Borrower's Transfer of the Property without Lender's consent.

(b) As used in Section 8.2(a), "Transfer" shall mean any voluntary or involuntary sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment or transfer of all or any part of the Property or any interest therein including, but not limited to: (i) an installment sales agreement wherein Borrower agrees to sell the Property or any part thereof for a price to be paid in installments; (ii) an agreement by Borrower leasing all or a substantial part of the Property for other than actual occupancy by a space tenant thereunder; (iii) a Transfer of, or the grant of a security interest in, Borrower's right, title and interest in and to any Leases or any Rents; (iv) if Borrower, Guarantor, or any managing member, manager or general partner of Borrower or Guarantor is a corporation, any Transfer of such corporation's stock (or the stock of any corporation directly or indirectly controlling such Borrower, Guarantor, managing member, manager or general partner by operation of law or otherwise) or the creation or issuance of new stock in one or a series of transactions by which an aggregate of more than forty-nine percent (49%) or more of such corporation's stock shall directly or indirectly be vested in or pledged to a party or parties who are not now stockholders (provided, however, in no event shall this subpart [iv] apply to any Guarantor whose stock or shares are traded on a nationally recognized stock exchange); (v) if Borrower, Guarantor, or any managing member, manager or general partner of Borrower or Guarantor is a limited liability company or partnership, any merger, consolidation sale, conveyance or transfer by which an aggregate of more than forty-nine percent (49%) or more of the ownership interest in such limited liability company or more than forty-nine percent (49%) or more of the partnership interests in such partnership shall directly or indirectly be vested in or pledged to parties not having an ownership interest as of the date of this Security Instrument; (vi) if Borrower, any Guarantor or any manager, managing member or general partner of Borrower or any Guarantor is a partnership, limited liability company or joint venture, the change, removal or resignation of a general partner, manager, managing member or joint venturer or the Transfer directly or indirectly of all or any portion of the partnership or ownership interest of any general partner, managing member or joint venturer; and (vii) except as expressly permitted by Section 8.3, any Transfer by an Original Principal, directly or indirectly, of its ownership interest in the Borrower.

Section 8.3 EXCLUDED AND PERMITTED TRANSFERS.

(a) A Transfer within the meaning of this Article 8 shall not include (i) transfers of ownership interests in the Borrower, any general partner, manager or managing member thereof or any Guarantor made by devise or descent or by operation of law upon the death of a partner, member or shareholder, subject, however, to all the following requirements: (A) written notice of any transfer under this Section 8.3, whether by will, trust or other written instrument, operation of law or otherwise, is provided to Lender or its servicer, together with copies of such documents relating to the transfer as Lender or its servicer may reasonably request, (B) control over the management and operation of the Property (which shall include control of First Man Ocean East Corp., the manager of Borrower) is retained by one or more of Adam Ifshin

(the "Original Principals", whether one or more) at all times prior to the death or legal incapacity of all the Original Principals and is thereafter assumed by persons who are acceptable in all respects to Lender in its sole and absolute discretion, (C) no such transfer by any of the Original Principals will release the respective estate from any liability as a Guarantor, and (D) no such transfer, death or other event has any adverse effect either on the bankruptcy-remote status of Borrower under the requirements of any national rating agency for the Securities (hereinafter defined) or on the status of Borrower as a continuing legal entity liable for the payment of the Debt and the performance of all other obligations secured hereby, (ii) transfers otherwise by operation of law in the event of a bankruptcy, or (iii) a Lease of a portion of the Property to a space or ground tenant.

(b) Notwithstanding any provision of this Security Instrument to the contrary, the prohibitions in Subsection 8.2(a) shall not apply to an inter vivos or testamentary transfer of all or any portion of ownership interests in the Borrower, any general partner, manager or managing member thereof or any Guarantor to one or more family members of Original Principals or a trust in which all of the beneficial interest is held by one or more family members of Original Principals or a partnership or limited liability company in which a majority of the capital and profits interests are held by one or more family members of Original Principals, provided, that any inter vivos transfer of all or any portion of the ownership interests in the Borrower, such general partner, manager or managing member thereof or such Guarantor is made in connection with Original Principals' bona fide, good faith estate planning and that the person(s) with voting control of Borrower or the management of the Property are (i) the same person(s) who had such voting control and management rights immediately prior to the transfer in question, or (ii) reasonably acceptable to Lender and provided further that no such transfer shall have any adverse effect on the bankruptcy remote status of Borrower under the requirements of any national rating agency for the Securities. Lender acknowledges that Original Principals and/or an Original Principal's spouse are acceptable to exercise voting control of Borrower and the management of the Property. As used herein, "family members" shall include the spouse, children (including adopted children) and grandchildren and any lineal descendants.

(c) Notwithstanding any provision of this Security Instrument to the contrary, the prohibitions in Subsection 8.2(a) shall not apply to any transfer by any member of the Borrower of all or any portion of such member's ownership interests in Borrower, subject to the following two requirements: (i) control over the management and operation of the Property (which shall include control of First Man Ocean East Corp., the manager of Borrower) is retained by (A) the Original Principals at all times prior to the death or legal incapacity of all of the Original Principals and thereafter is assumed by persons who are acceptable in all respects to Lender in its sole and absolute discretion, or (B) DLC Management Corp., a New York corporation; and (ii) such member of Borrower shall be permitted, pursuant to this subsection (c), to transfer (in one transaction or in a series of transactions) no more than 20% of the ownership interests in Borrower; provided, however, that this subsection (c) shall not in any way limit the transfer rights set forth in Subsections 8.3(a) and 8.3(b).

(d) Notwithstanding the provisions of Section 8.2 above, Lender will give its consent to three separate sales or transfers of the Property or ownership interests in the Borrower, a general partner, manager or managing member of the Borrower, or any Guarantor, if (but only if) no Event of Default under the Loan Documents has occurred and is continuing, and if each of the following conditions precedent have been fully satisfied (as determined in Lender's sole and absolute discretion): (i) the grantee's or transferee's integrity, reputation, financial condition, character and management ability are satisfactory to Lender in its sole discretion, and all information relating thereto requested by Lender is delivered to Lender at least 30 days prior to the proposed transfer, (ii) the grantee's or transferee's (and its sole general partner's, manager's or managing member's) single purpose and bankruptcy remote character are satisfactory to Lender in its sole discretion, and all information relating thereto requested by Lender is delivered to Lender at least 30 days prior to the proposed transfer, (iii) Lender has obtained such estoppels from any guarantors of the Note or replacement guarantors and such other legal opinions regarding substantive consolidation issues (if any), enforceability of the assumption documents, no adverse impact on the Securities or any REMIC holding the Note and similar matters as Lender may reasonably require, (iv) all of Lender's costs and expenses associated with the sale or transfer (including reasonable attorneys' fees) are paid by Borrower or the grantee or transferee, (v) in the event of a Transfer to a third party unaffiliated with the Original Principal the payment of (A) a transfer fee in the amount of 1% of the then unpaid principal balance of the loan evidenced by the Note and secured hereby (the "Loan") and (B) an application fee in the amount of \$5,000.00, (vi) the execution and delivery to Lender of a written assumption agreement and/or substitute guaranty (in its sole and absolute discretion) and such modifications to the Loan Documents executed by such parties and containing such terms and conditions as Lender may require in its sole and absolute discretion prior to such sale or transfer (provided that in the event the Loan is included in a REMIC and is a performing Loan, no modification to the terms and conditions shall be made or permitted that would cause (A) any adverse tax consequences to the REMIC or any holders of any Mortgage-Backed Pass-Through Securities, (B) the Security Instrument to fail to be a Qualifying Security Instrument under applicable federal law relating to REMIC's, or (C) result in a taxation of the income from the Loan to the REMIC or cause a loss of REMIC status), and (vii) if applicable, the delivery to Lender of an endorsement (at Borrower's sole cost and expense) to Lender's policy of title insurance then insuring the lien created by this Security Instrument in form and substance reasonably acceptable to Lender.

(e) Without limiting the foregoing, if Lender shall consent to a transfer of the Property, the written assumption agreement described in Subsection 8.3(c)(vi) above shall provide for the release of Borrower and each Guarantor and Indemnitor of personal liability under the Note and Other Loan Documents, but only as to acts or events occurring, or obligations arising, after the closing of such transfer.

Section 8.4 NO IMPLIED FUTURE CONSENT. Lender's consent to one sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Property shall not be deemed to be a waiver of Lender's right to require such consent to any future occurrence of same. Any sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Property made in contravention of this Article 8 shall be null and void and of no force and effect.

Section 8.5 COSTS OF CONSENT. Borrower agrees to bear and shall pay or reimburse Lender on demand for all reasonable expenses (including, without limitation, all recording costs, reasonable attorneys' fees and disbursements and title search costs) incurred by Lender in connection with the review, approval and documentation of any such sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer.

Section 8.6 CONTINUING SEPARATENESS REQUIREMENTS. In no event shall any of the terms and provisions of this Article 8 amend or modify the terms and provisions contained in Section 4.3 herein.

ARTICLE 9 - DEFAULT

Section 9.1 EVENTS OF DEFAULT. The occurrence of any one or more of the following events shall constitute an "Event of Default":

(a) (i) if any portion of the monthly payment of the Debt is not paid on or prior to the seventh (7th) calendar day after the same is due or if the entire Debt is not paid on or before the maturity date, along with applicable prepayment premiums, if any; or (ii) if any payment other than the monthly payment of Debt required to be paid pursuant to the Note, this Mortgage or any other Loan Document shall not be paid within five (5) days of delivery by Lender of written notice that the same is due and payable;

(b) if Borrower, or its general partner, manager or managing member, if applicable, violates or does not comply with any of the provisions of Section 4.3 or Article 8;

(c) if any representation or warranty of Borrower or of its members, general partners, principals, affiliates, agents or employees, or of any Guarantor made herein or in the Environmental Indemnity or in any other Loan Document, in any guaranty, or in any certificate, report, financial statement or other instrument or document furnished to Lender shall have been false or misleading in any material respect when made;

(d) if Borrower or any Guarantor shall make an assignment for the benefit of creditors or if Borrower or any Guarantor shall admit in writing its inability to pay, or Borrower's or any Guarantor's failure to pay its debts as they become due;

(e) if (i) Borrower or any manager or general partner or managing member of Borrower, or any Guarantor shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or Borrower or any manager or general partner or managing member of Borrower, or any Guarantor shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against Borrower or any manager or general partner or managing member of Borrower, or any Guarantor any

case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of sixty (60) calendar days; or (iii) there shall be commenced against Borrower or any manager or general partner or managing member of Borrower or any Guarantor any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of any order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) calendar days from the entry thereof; or (iv) Borrower or any manager or general partner or managing member of Borrower, or any Guarantor shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) above; or (v) Borrower or any manager or general partner or managing member of Borrower, or any Guarantor shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due;

(f) subject to Borrower's right to contest certain liens as provided in this Security Instrument, if the Property becomes subject to any mechanic's, materialman's or other lien other than a lien for local real estate taxes and assessments not then due and payable and the lien shall remain undischarged of record (by payment, bonding or otherwise) for a period of sixty (60) calendar days;

(g) if any federal tax lien is filed against Borrower, any general partner, manager or managing member of Borrower, any Guarantor or the Property and same is not discharged of record within thirty (30) calendar days after same is filed;

(h) except as permitted in this Security Instrument or in the Leases, the actual or threatened alteration, improvement, demolition or removal of any of the Improvements without the prior consent of Lender;

(i) damage to the Property in any manner which is not covered by insurance, which lack of coverage arises solely as a result of Borrower's failure to maintain the insurance required under this Security Instrument;

(j) without Lender's prior consent, which consent shall not be unreasonably withheld, (i) any managing agent for the Property is removed by Borrower, (ii) the ownership, management or control of such managing agent is transferred to a person or entity other than an entity controlled by the Original Principals, the general partner, manager or managing member of the Borrower, or any affiliated thereof (iii) there is any material change in the property management agreement of the Property;

(k) this Security Instrument shall cease to constitute a first-priority lien on the Property (other than in accordance with its terms);

(l) seizure or forfeiture of the Property, or any portion thereof, or Borrower's interest therein, resulting from criminal wrongdoing or other unlawful action of Borrower, its affiliates, or any tenant in the Property under any federal, state or local law;

(m) if Borrower consummates a transaction which would cause this Security Instrument or Lender's exercise of its rights under this Security Instrument, the Note or the Other Loan Documents to constitute a nonexempt prohibited transaction under ERISA or result in a violation of a state statute regulating governmental plans, subjecting Lender to liability for a violation of ERISA or a state statute;

(n) if any default occurs under any guaranty or indemnity including the Environmental Indemnity executed in connection herewith and such default continues after the expiration of applicable grace periods; and

(o) if Borrower or any Guarantor, as the case may be, shall continue to be in default under any other term, covenant or condition of this Security Instrument or any Other Loan Documents for thirty (30) calendar days after notice from Lender; provided that if such default cannot reasonably be cured within such thirty (30) calendar day period and Borrower (or such Guarantor as the case may be) shall have commenced to cure such default within such thirty (30) calendar day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) calendar day period shall be extended for so long as it shall require Borrower (or such Guarantor as the case may be) in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of sixty (60) calendar days after the notice from Lender referred to above.

Section 9.2 DEFAULT INTEREST. Borrower will pay, from the date of an Event of Default through the earlier of the date upon which the Event of Default is cured or the date upon which the Debt is paid in full, interest on the unpaid principal balance of the Note at a per annum rate equal to the lesser of (a) the greater of (i) five percent (5%) plus the Prime Rate (as defined in the Note), and (ii) five percent (5%) plus the Applicable Interest Rate (as defined in the Note), and (b) the maximum interest rate which Borrower may by law pay or Lender may charge and collect (the "Default Rate").

ARTICLE 10 - RIGHTS AND REMEDIES

Section 10.1 REMEDIES. Upon the occurrence and during the continuance of any Event of Default, Borrower agrees that Lender may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Borrower and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender:

(a) Right to Perform Borrower's Covenants. If Borrower has failed to keep or perform any covenant whatsoever contained in this Security Instrument or the Other Loan Documents, Lender may, but shall not be obligated to any person to do so, perform or attempt to perform said covenant and any payment made or expense incurred in the performance or attempted performance of any such covenant, together with any sum expended by Lender that is chargeable to Borrower or subject to reimbursement by Borrower under the Loan Documents, shall be and become a part of the "Debt", and Borrower promises, upon demand, to pay to Lender, at the place where the Note is

payable, all sums so incurred, paid or expended by Lender, with interest from the date when paid, incurred or expended by Lender at the Default Rate.

(b) Right of Entry. Lender may, prior or subsequent to the institution of any foreclosure proceedings, enter upon the Property, or any part thereof, and subject to the rights of tenants of the Property, take exclusive possession of the Property and of all books, records, and accounts relating thereto and to exercise without interference from Borrower any and all rights which Borrower has with respect to the management, possession, operation, protection, or preservation of the Property, including without limitation the right to rent the same for the account of Borrower and to deduct from such Rents all costs, expenses, and liabilities of every character incurred by Lender in collecting such Rents and in managing, operating, maintaining, protecting, or preserving the Property and to apply the remainder of such Rents on the Debt in such manner as Lender may elect, and to bring suit to prevent impairment of the Property or to prevent impairment of or protect its interest in the Property. All such costs, expenses, and liabilities incurred by Lender in collecting such Rents and in managing, operating, maintaining, protecting, or preserving the Property, if not paid out of Rents as hereinabove provided, shall constitute a demand obligation owing by Borrower and shall bear interest from the date of expenditure until paid at the Default Rate, all of which shall constitute a portion of the Debt. If necessary to obtain the possession provided for above, Lender may invoke any and all legal remedies to dispossess Borrower, including specifically one or more actions for forcible entry and detainer, trespass to try title, and restitution. In connection with any action taken by Lender pursuant to this Subsection 10.1(b), Lender shall not be liable for any loss sustained by Borrower resulting from any failure to let the Property, or any part thereof, or from any other act or omission of Lender in managing the Property unless such loss is caused by the willful misconduct or gross negligence of Lender, nor shall Lender be obligated to perform or discharge any obligation, duty, or liability under any Lease or under or by reason hereof or the exercise of rights or remedies hereunder. Borrower shall and does hereby agree to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss, or damage, which may or might be incurred by Lender (unless such liability, loss or damage is caused by the willful misconduct or gross negligence of Lender) under any such Lease or under or by reason hereof or the exercise of rights or remedies hereunder, and from any and all claims and demands whatsoever which may be asserted against Lender 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 such Lease. Should Lender incur any such liability, the amount thereof, including without limitation costs, expenses, and reasonable attorneys' fees, together with interest thereon from the date of expenditure until paid at the Default Rate, shall be secured hereby, and Borrower shall reimburse Lender therefor immediately upon demand. Nothing in this Subsection 10.1(b) shall impose any duty, obligation, or responsibility upon Lender for the control, care, management, leasing, or repair of the Property, nor for the carrying out of any of the terms and conditions of any such Lease; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or by any other parties, or for any hazardous substances or environmental conditions on or under the Property, or for any dangerous or defective condition of the Property **OR FOR ANY NEGLIGENCE IN THE MANAGEMENT, LEASING, UPKEEP, REPAIR, OR**

CONTROL OF THE PROPERTY RESULTING IN LOSS OR INJURY OR DEATH TO ANY TENANT, LICENSEE, EMPLOYEE, OR STRANGER.

Borrower hereby assents to, ratifies, and confirms any and all actions of Lender with respect to the Property taken under this subsection.

(c) Right to Accelerate. Lender may, without notice (except as provided in Section 9.1(o) above) demand, presentment, notice of nonpayment or nonperformance, protest, notice of protest, notice of intent to accelerate, notice of acceleration, or any other notice or any other action, all of which are hereby waived by Borrower and all other parties obligated in any manner whatsoever on the Debt, declare the entire unpaid balance of the Debt immediately due and payable, and upon such declaration, the entire unpaid balance of the Debt shall be immediately due and payable.

(d) Foreclosure-Power of Sale. Lender may institute a proceeding or proceedings, judicial, or nonjudicial, by advertisement or otherwise, for the complete or partial foreclosure of this Security Instrument or the complete or partial sale of the Property under power of sale or under any applicable provision of law. Lender may sell the Property, and all estate, right, title, interest, claim and demand of Borrower therein, and all rights of redemption thereof, at one or more sales, as an entirety or in parcels, with such elements of real and/or personal property, and at such time and place and upon such terms as it may deem expedient, or as may be required by applicable law, and in the event of a sale, by foreclosure or otherwise, of less than all of the Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property.

(e) Rights Pertaining to Sales. Subject to the requirements of applicable law and except as otherwise provided herein, the following provisions shall apply to any sale or sales of all or any portion of the Property under or by virtue of Subsection 10.1(d) above, whether made under the power of sale herein granted or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale:

(i) Lender may conduct any number of sales from time to time. The power of sale set forth above shall not be exhausted by any one or more such sales as to any part of the Property which shall not have been sold, nor by any sale which is not completed or is defective in Lender's opinion, until the Debt shall have been paid in full.

(ii) Any sale may be postponed or adjourned by public announcement at the time and place appointed for such sale or for such postponed or adjourned sale without further notice.

(iii) After each sale, Lender or an officer of any court empowered to do so shall execute and deliver to the purchaser or purchasers at such sale a good and sufficient instrument or instruments granting, conveying, assigning and transferring all right, title and interest of Borrower in and to the property and rights sold and shall receive the proceeds of said sale or sales and apply the same as specified in the Note. Lender is hereby appointed the true and lawful attorney-in-fact of Borrower, which appointment is irrevocable and shall be deemed to be coupled with an interest, in Borrower's name and

stead, to make all necessary conveyances, assignments, transfers and deliveries of the property and rights so sold, Borrower hereby ratifying and confirming all that said attorney or such substitute or substitutes shall lawfully do by virtue thereof. Nevertheless, Borrower, if requested by Lender, shall ratify and confirm any such sale or sales by executing and delivering to Lender or such purchaser or purchasers all such instruments as may be advisable, in Lender's judgment, for the purposes as may be designated in such request.

(iv) Any and all statements of fact or other recitals made in any of the instruments referred to in Subsection 10.1(e)(iii) given by Lender shall be taken as conclusive and binding against all persons as to evidence of the truth of the facts so stated and recited.

(v) Any such sale or sales shall operate to divest all of the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Borrower in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Borrower and any and all persons claiming or who may claim the same, or any part thereof or any interest therein, by, through or under Borrower to the fullest extent permitted by applicable law.

(vi) Upon any such sale or sales, Lender may bid for and acquire the Property and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the Debt the amount of the bid made therefor, after deducting therefrom the expenses of the sale, the cost of any enforcement proceeding hereunder, and any other sums which Lender is authorized to deduct under the terms hereof, to the extent necessary to satisfy such bid.

(vii) Upon any such sale, it shall not be necessary for Lender or any public officer acting under execution or order of court to have present or constructively in its possession any of the Property.

(f) Lender's Judicial Remedies. Lender may proceed by suit or suits, at law or in equity, to enforce the payment of the Debt to foreclose the liens and security interests of this Security Instrument as against all or any part of the Property, and to have all or any part of the Property sold under the judgment or decree of a court of competent jurisdiction. This remedy shall be cumulative of any other nonjudicial remedies available to Lender under this Security Instrument, the Note or the Other Loan Documents. Proceeding with a request or receiving a judgment for legal relief shall not be or be deemed to be an election of remedies or bar any available nonjudicial remedy of Lender.

(g) Lender's Right to Appointment of Receiver. Lender, as a matter of right and (i) without regard to the sufficiency of the security for repayment of the Debt and without notice to Borrower, (ii) without any showing of insolvency, fraud, or mismanagement on the part of Borrower, (iii) without the necessity of filing any judicial or other proceeding other than the proceeding for appointment of a receiver, and (iv) without regard to the then value of the Property, shall be entitled to the appointment of a receiver or receivers for the protection, possession, control, management and operation of

the Property, including (without limitation), the power to collect the Rents, enforce this Security Instrument and, in case of a sale and deficiency, during the full statutory period of redemption (if any), whether there be a redemption or not, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collection of such Rents. Borrower hereby irrevocably consents to the appointment of a receiver or receivers. Any receiver appointed pursuant to the provisions of this subsection shall have the usual powers and duties of receivers in such matters.

(h) Commercial Code Remedies. Lender may exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Personal Property or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Personal Property, and (ii) request Borrower at its expense to assemble the Personal Property and make it available to Lender at a convenient place acceptable to Lender. Any notice of sale, disposition or other intended action by Lender with respect to the Personal Property sent to Borrower in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Borrower.

(i) Apply Escrow Funds. Except as expressly provided in Section 10.1(n) hereof, Lender may apply any Funds (as defined in the Escrow Agreement) and any other sums held in escrow or otherwise by Lender in accordance with the terms of this Security Instrument or any Other Loan Document to the payment of the following items in any order in its uncontrolled discretion:

- (i) Taxes and Other Charges;
- (ii) Insurance Premiums;
- (iii) Interest on the unpaid principal balance of the Note;
- (iv) Amortization of the unpaid principal balance of the Note; and

(v) All other sums payable pursuant to the Note, this Security Instrument and the Other Loan Documents, including without limitation advances made by Lender pursuant to the terms of this Security Instrument.

(j) Other Rights. Lender (i) provided that Lender obtains comparable replacement insurance coverage at comparable or lower costs, may surrender the Policies maintained pursuant to this Security Instrument or any part thereof, and upon receipt shall apply the unearned premiums (net of the costs of such replacement insurance policy) as a credit on the Debt, and, in connection therewith, Borrower hereby appoints Lender as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for Borrower to collect such premiums; and (ii) may apply the Tax and Insurance Funds (as defined in the Escrow Agreement) and/or the On-going Replacement Funds (as defined in the Escrow Agreement) and any other funds held by Lender toward payment of the Debt; and (iii) shall have and may exercise any and all other rights and remedies

which Lender may have at law or in equity, or by virtue of any of the Loan Documents, or otherwise.

(k) Discontinuance of Remedies. In case Lender shall have proceeded to invoke any right, remedy, or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon same for any reason, Lender shall have the unqualified right so to do and, in such event, Borrower and Lender shall be restored to their former positions with respect to the Debt, the Loan Documents, the Property or otherwise, and the rights, remedies, recourses and powers of Lender shall continue as if same had never been invoked.

(l) Remedies Cumulative. All rights, remedies, and recourses of Lender granted in the Note, this Security Instrument and the Other Loan Documents, any other pledge of collateral, or otherwise available at law or equity: (i) shall be cumulative and concurrent; (ii) may be pursued separately, successively, or concurrently against Borrower, the Property, or any one or more of them, at the sole discretion of Lender; (iii) may be exercised as often as occasion therefor shall arise, it being agreed by Borrower that the exercise or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy, or recourse; (iv) shall be nonexclusive; (v) shall not be conditioned upon Lender exercising or pursuing any remedy in relation to the Property prior to Lender bringing suit to recover the Debt; and (vi) in the event Lender elects to bring suit on the Debt and obtains a judgment against Borrower prior to exercising any remedies in relation to the Property, all liens and security interests, including the lien of this Security Instrument, shall remain in full force and effect and may be exercised thereafter at Lender's option.

(m) Bankruptcy Acknowledgment. In the event the Property or any portion thereof or any interest therein becomes property of any bankruptcy estate or subject to any state or federal insolvency proceeding, then Lender shall immediately become entitled, in addition to all other relief to which Lender may be entitled under this Security Instrument, to obtain (i) an order from the Bankruptcy Court or other appropriate court granting immediate relief from the automatic stay pursuant to § 362 of the Bankruptcy Code so to permit Lender to pursue its rights and remedies against Borrower as provided under this Security Instrument and all other rights and remedies of Lender at law and in equity under applicable state law, and (ii) an order from the Bankruptcy Court prohibiting Borrower's use of all "cash collateral" as defined under § 363 of the Bankruptcy Code. In connection with such Bankruptcy Court orders, Borrower shall not contend or allege in any pleading or petition filed in any court proceeding that Lender does not have sufficient grounds for relief from the automatic stay. Any bankruptcy petition or other action taken by the Borrower to stay, condition, or inhibit Lender from exercising its remedies are hereby admitted by Borrower to be in bad faith and Borrower further admits that Lender would have just cause for relief from the automatic stay in order to take such actions authorized under state law.

(n) Application of Proceeds. The proceeds from any sale, lease, or other disposition made pursuant to this Security Instrument, or the proceeds from the surrender of any insurance policies pursuant hereto, or any Rents collected by Lender from the

Property, or the Tax and Insurance Funds or the On-going Replacement Funds (as defined in the Escrow Agreement) or proceeds from insurance which Lender elects to apply to the Debt pursuant to Article 3 hereof, shall be applied by Lender to the Debt in the following order and priority: (1) to the payment of all expenses of advertising, selling, and conveying the Property or part thereof, and/or prosecuting or otherwise collecting Rents, proceeds, premiums or other sums including reasonable attorneys' fees; (2) to that portion, if any, of the Debt with respect to which no person or entity has personal or entity liability for payment (the "**Exculpated Portion**"), and with respect to the Exculpated Portion as follows: first, to accrued but unpaid interest, second, to matured principal, and third, to unmatured principal in inverse order of maturity; (3) to the remainder of the Debt as follows: first, to the remaining accrued but unpaid interest, second, to the matured portion of principal of the Debt, and third, to prepayment of the unmatured portion, if any, of principal of the Debt applied to installments of principal in inverse order of maturity; (4) the balance, if any or to the extent applicable, remaining after the full and final payment of the Debt to the holder or beneficiary of any inferior liens covering the Property, if any, in order of the priority of such inferior liens (Lender shall hereby be entitled to rely exclusively on a commitment for title insurance issued to determine such priority); and (5) the cash balance, if any, to the Borrower. The application of proceeds of sale or other proceeds as otherwise provided herein shall be deemed to be a payment of the Debt like any other payment. The balance of the Debt remaining unpaid, if any, shall remain fully due and owing in accordance with the terms of the Note and the other Loan Documents.

Section 10.2 RIGHT OF ENTRY. Lender and its agents shall have the right to enter and inspect the Property (subject to the rights of tenants of the Property) at all reasonable times and Lender shall provide notice to Borrower prior to any such entry by Lender or Lender's agents.

ARTICLE 11 - INDEMNIFICATION; SUBROGATION

Section 11.1 GENERAL INDEMNIFICATION.

(a) Borrower shall indemnify, defend and hold Lender harmless against: (i) any and all claims for brokerage, leasing, finder's or similar fees which may be made relating to the Property or the Debt, and (ii) any and all liability, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses (including Lender's reasonable attorneys' fees, together with reasonable appellate counsel fees, if any) of whatever kind or nature which may be asserted against, imposed on or incurred by Lender in connection with the Debt, this Security Instrument, the Property, or any part thereof, or the exercise by Lender of any rights or remedies granted to it under this Security Instrument, **INCLUDING ANY LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, CLAIMS, ACTIONS, SUITS, COSTS AND EXPENSES RESULTING FROM THE NEGLIGENCE OF LENDER**; provided, however, that nothing herein shall be construed to obligate Borrower to indemnify, defend and hold harmless Lender from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses enacted against, imposed on or incurred by Lender by reason of Lender's willful misconduct or gross negligence.

(b) If Lender is made a party defendant to any litigation or any claim is threatened or brought against Lender concerning the secured indebtedness, this Security Instrument, the Property, or any part thereof, or any interest therein, or the construction, maintenance, operation or occupancy or use thereof, then Lender shall notify Borrower of such litigation or claim and Borrower shall indemnify, defend and hold Lender harmless from and against all liability by reason of said litigation or claims, including reasonable attorneys' fees (together with reasonable appellate counsel fees, if any); provided, however, that nothing herein shall be construed to obligate Borrower to indemnify, defend and hold harmless Lender from and against any and all liability by reason of said litigation (including attorneys' fees) if such liability or expense arises by reason of Lender's willful misconduct or gross negligence. The right to such attorneys' fees (together with reasonable appellate counsel fees, if any) and expenses incurred by Lender in any such litigation or claim of the type described in this Subsection 11.1(b), whether or not any such litigation or claim is prosecuted to judgment, shall be deemed to have accrued on the commencement of such claim or action and shall be enforceable whether or not such claim or action is prosecuted to judgment. If Lender commences an action against Borrower to enforce any of the terms hereof or to prosecute any breach by Borrower of any of the terms hereof or to recover any sum secured hereby, Borrower shall pay to Lender its reasonable attorneys' fees (together with reasonable appellate counsel fees, if any) and expenses. If Borrower breaches any term of this Security Instrument, Lender may engage the services of an attorney or attorneys to protect its rights hereunder, and in the event of such engagement following any breach by Borrower, Borrower shall pay Lender reasonable attorneys' fees (together with reasonable appellate counsel fees, if any) and expenses incurred by Lender, whether or not an action is actually commenced against Borrower by reason of such breach. All references to "attorneys" in this Subsection 11.1(b) and elsewhere in this Security Instrument shall include without limitation any attorney or law firm engaged by Lender, and all references to "fees and expenses" in this Subsection 11.1(b) and elsewhere in this Security Instrument shall include without limitation any reasonable fees of such attorney or law firm.

(c) A waiver of subrogation shall be obtained by Borrower from its insurance carrier and, consequently, Borrower waives any and all right to claim or recover against Lender, its officers, employees, agents and representatives, for loss of or damage to Borrower, the Property, Borrower's property or the property of others under Borrower's control from any cause insured against or required to be insured against by the provisions of this Security Instrument.

Section 11.2 ENVIRONMENTAL INDEMNIFICATION. Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses (as hereinafter defined) imposed upon or incurred by or asserted against any Indemnified Parties other than those arising solely from a state of facts that first came into existence after Lender or its designee acquired title to the Property through foreclosure or a deed in lieu thereof or that result directly from an Indemnified Party's willful misconduct or gross negligence or that arise after Borrower is no longer in possession of the Property, and directly or indirectly arising out of or in any way relating to any one or more of the following: (a) any presence of any Hazardous Substances (as hereinafter defined) in, on, above,

or under the Property; (b) any past, present or future Release (as hereinafter defined) of Hazardous Substances in, on, above, under or from the Property; (c) any activity by Borrower, any person or entity affiliated with Borrower, and any tenant or other user of the Property in connection with any actual, proposed or threatened use, treatment, storage, holding, existence, disposition or other Release, generation, production, manufacturing, processing, refining, control, management, abatement, removal, handling, transfer or transportation to or from the Property of any Hazardous Substances at any time located in, under, on or above the Property; (d) any activity by Borrower, any person or entity affiliated with Borrower, and any tenant or other user of the Property in connection with any actual or proposed Remediation (as hereinafter defined) of any Hazardous Substances at any time located in, under, on or above the Property, whether or not such Remediation is voluntary or pursuant to court or administrative order, including but not limited to any removal, remedial or corrective action; (e) any past, present or threatened non-compliance or violations of any Environmental Law (as hereinafter defined) (or permits issued pursuant to any Environmental Law) in connection with the Property or operations thereon, including but not limited to any failure by Borrower, any person or entity affiliated with Borrower, and any tenant or other user of the Property to comply with any order of any governmental authority in connection with any Environmental Laws; (f) the imposition, recording or filing or the future imposition, recording or filing of any Environmental Lien (as hereinafter defined) encumbering the Property; (g) any administrative processes or proceedings or judicial proceedings in any way connected with any matter addressed in this Section 11.2; (h) any intentional material misrepresentation or inaccuracy in any representation or warranty or material breach or failure to perform any covenants or other obligations under the Environmental Indemnity of even date executed by Borrower; and (i) any diminution in value of the Property in any way connected with any occurrence or other matter referred to in this Section 11.2.

The term "Environmental Law" means any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to protection of human health or the environment, relating to Hazardous Substances, relating to liability for or costs of Remediation or prevention of Releases of Hazardous Substances or relating to liability for or costs of other actual or threatened danger to human health or the environment. The term "Environmental Law" includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act; the Emergency Planning and Community Right-to-Know Act; the Hazardous Substances Transportation Act; the Resource Conservation and Recovery Act (including but not limited to Subtitle I relating to underground storage tanks); the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; and the River and Harbors Appropriation Act. The term "Environmental Law" also includes, but is not limited to, any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law: conditioning transfer of property upon a negative declaration or other approval of a governmental authority of the environmental condition of the Property; requiring notification or disclosure of Releases of Hazardous Substances or other environmental condition of the Property to any governmental authority or other person or entity, whether or not in connection with

transfer of title to or interest in property; imposing conditions or requirements in connection with permits or other authorization for lawful activity; relating to nuisance, trespass or other causes of action related to the Property; and relating to wrongful death, personal injury, or property or other damage in connection with any physical condition or use of the Property.

The term "**Environmental Lien**" includes but is not limited to any lien or other encumbrance imposed pursuant to Environmental Law, whether due to any act or omission of Borrower or any other person or entity.

The term "**Hazardous Substances**" includes but is not limited to any and all substances (whether solid, liquid or gas) defined, listed, or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, or words of similar meaning or regulatory effect under any present or future Environmental Laws or that may have a negative impact on human health or the environment, including but not limited to petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, lead-based paints, radon, radioactive materials, flammables and explosives.

The term "**Indemnified Parties**" consists of Lender, any person or entity who is or will have been involved in originating the Loan evidenced by the Note, any person or entity who is or will have been involved in servicing the Loan, any person or entity in whose name the encumbrance created by this Security Instrument is or will have been recorded, persons and entities who may hold or acquire or will have held a full or partial interest in the Loan (including but not limited to those who may acquire any interest in Securities, as well as custodians, trustees and other fiduciaries who hold or have held a full or partial interest in the Loan for the benefit of third parties), as well as the respective directors, officers, shareholders, partners, employees, agents, servants, representatives, contractors, subcontractors, affiliates, subsidiaries, participants, successors and assign of any and all of the foregoing (including but not limited to any other person or entity who holds or acquires or will have held a participation or other full or partial interest in the Loan or the Property, whether during the term of the Loan or as part of or following foreclosure pursuant to the Loan) and including but not limited to any successors by merger, consolidation or acquisition of all or a substantial part of Lender's assets and business.

The term "**Losses**" includes but is not limited to any claims, suits, liabilities (including but not limited to strict liabilities), administrative or judicial actions or proceedings, obligations, debts, damages, losses, costs, expenses, diminutions in value, fines, penalties, charges, fees, expenses, costs of Remediation (whether or not performed voluntarily), judgments, award, amounts paid in settlement, foreseeable and unforeseeable consequential damages, litigation costs, attorneys' fees, engineer's fees, environmental consultants' fees and investigation costs (including but not limited to costs for sampling, testing and analysis of soil, water, air, building materials, and other materials and substances whether solid, liquid or gas), of whatever kind or nature, and whether or not incurred in connection with any judicial or administrative proceedings.

The term "**Release**" with respect to any Hazardous Substance includes but is not limited to any release, deposit, discharge, emission, leaking, leaching, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Substances.

The term "**Remediation**" includes but is not limited to any response, remedial, removal, or corrective action; any activity to cleanup, detoxify, decontaminate, contain or otherwise remediate any Hazardous Substance; any actions to prevent, cure or mitigate any Release of any Hazardous Substance; any action to comply with any Environmental Laws or with any permits issued pursuant thereto; any inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or other analysis, or evaluation relating to any Hazardous Substances or to anything referred to in this Article 11.

Section 11.3 DUTY TO DEFEND AND ATTORNEYS AND OTHER FEES AND EXPENSES. Upon written request by any Indemnified Party, Borrower shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals approved by the Indemnified Parties. Notwithstanding the foregoing, any Indemnified Parties may, in their sole and absolute discretion, engage their own attorneys and other professionals to defend or assist them, and, at the option of Indemnified Parties, their attorneys shall control the resolution of claim or proceeding. Upon demand, Borrower shall pay or, in the sole and absolute discretion of the Indemnified Parties, reimburse, the Indemnified Parties for the payment of reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith.

Section 11.4 SURVIVAL OF INDEMNITIES. Notwithstanding any provision of this Security Instrument or any other Loan Document to the contrary, the provisions of Section 11.1 and Section 11.2, and Borrower's obligations thereunder, shall survive (a) the repayment of the Note, (b) the foreclosure of this Security Instrument, and (c) the release (or reconveyance, as applicable) of the lien of this Security Instrument.

ARTICLE 12 - SECURITY AGREEMENT

Section 12.1 SECURITY AGREEMENT. This Security Instrument is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property. Borrower by executing and delivering this Security Instrument has granted and hereby grants to Lender, as security for the Obligations, a security interest in the Property to the full extent that the Property may be subject to the Uniform Commercial Code (said portion of the Property so subject to the Uniform Commercial Code being called in this paragraph the "**Collateral**"). Borrower hereby agrees with Lender to execute and deliver to Lender, in form and substance satisfactory to Lender, such financing statements, continuation statements, other uniform commercial code forms and shall pay all expenses and fees in connection with the filing and recording thereof, and such further assurances as Lender may from time to time, reasonably consider necessary to create, perfect, and preserve Lender's security interest herein granted. Without limiting the foregoing, Borrower hereby authorizes Lender, pursuant to applicable law, to file financing statements evidencing the security interest granted herein. This Security Instrument shall also constitute a "fixture filing" for the purposes of the Uniform Commercial Code. All or part of the Property are or are to become fixtures. Information concerning the security interest herein granted may be obtained from the parties at the addresses of the parties set forth in the first paragraph of this Security Instrument. If an Event of Default shall occur, Lender, in addition to any other rights and

remedies which they may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Lender, Borrower shall at its expense assemble the Collateral and make it available to Lender at a convenient place acceptable to Lender. Borrower shall pay to Lender on demand any and all expenses, including legal expenses and attorneys' fees, incurred or paid by Lender in protecting the interest in the Collateral and in enforcing the rights hereunder with respect to the Collateral. Any notice of sale, disposition or other intended action by Lender with respect to the Collateral sent to Borrower in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Borrower. The proceeds of any disposition of the Collateral, or any part thereof, may be applied by Lender to the payment of the Obligations in such priority and proportions as Lender in its discretion shall deem proper. In the event of any change in name, identity or structure of any Borrower, such Borrower shall notify Lender thereof and promptly after request shall execute, file and record such Uniform Commercial Code forms as are necessary to maintain the priority of Lender's lien upon and security interest in the Collateral, and shall pay all expenses and fees in connection with the filing and recording thereof. If Lender shall require the filing or recording of additional Uniform Commercial Code forms or continuation statements, Borrower shall, promptly after request, or Lender may, execute, file and record such Uniform Commercial Code forms or continuation statements as Lender shall deem necessary, and Borrower shall pay all expenses and fees in connection with the filing and recording thereof, it being understood and agreed, however, that no such additional documents shall increase Borrower's obligations under the Note, this Security Instrument and the Other Loan Documents. Borrower hereby irrevocably appoints Lender as its attorney-in-fact, coupled with an interest, to file with the appropriate public office on its behalf any financing or other statements signed only by Lender (or not signed by any party if permitted under applicable law), as Borrower's attorney-in-fact, in connection with the Collateral covered by this Security Instrument. Notwithstanding the foregoing, Borrower shall appear and defend in any action or proceeding which affects or purports to affect the Property and any interest or right therein, whether such proceeding effects title or any other rights in the Property (and in conjunction therewith, Borrower shall fully cooperate with Lender in the event Lender is a party to such action or proceeding).

ARTICLE 13 - WAIVERS

Section 13.1 MARSHALLING AND OTHER MATTERS. Borrower hereby waives, to the extent permitted by law, the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of Borrower, and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Security Instrument and on behalf of all persons to the extent permitted by applicable law.

Section 13.2 WAIVER OF NOTICE. Borrower shall not be entitled to and expressly waives the right to receive any notices of any nature whatsoever from Lender except (i) with

respect to matters for which this Security Instrument specifically and expressly provides for the giving of notice by Lender to Borrower, (ii) with respect to matters for which Lender is required by applicable law to give notice, and (iii) with respect to matters for which Borrower is not permitted to waive the giving of notice under applicable law.

Section 13.3 **SOLE DISCRETION OF LENDER.** Wherever pursuant to this Security Instrument Lender exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Lender, the decision of Lender to approve or disapprove or to decide that arrangements or terms are satisfactory or not satisfactory shall be in the sole discretion of Lender and shall be final and conclusive, except as may be otherwise expressly and specifically provided herein.

Section 13.4 **SURVIVAL.** The indemnifications made pursuant to Article 11, shall continue indefinitely in full force and effect and shall survive and shall in no way be impaired by: any satisfaction or other termination of this Security Instrument, any assignment or other transfer of all or any portion of this Security Instrument or Lender's interest in the Property (but, in such case, shall benefit both Indemnified Parties and any assignee or transferee), any exercise of Lender's rights and remedies pursuant hereto including but not limited to foreclosure or acceptance of a deed in lieu of foreclosure, any exercise of any rights and remedies pursuant to the Note or any of the Other Loan Documents, any transfer of all or any portion of the Property (whether by Borrower or by Lender following foreclosure or acceptance of a deed in lieu of foreclosure or at any other time), any amendment to this Security Instrument, the Note or the Other Loan Documents, and any act or omission that might otherwise be construed as a release or discharge of Borrower from the obligations pursuant hereto.

Section 13.5 **WAIVER OF TRIAL BY JURY. BORROWER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS SECURITY INSTRUMENT, THE NOTE OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH INCLUDING, BUT NOT LIMITED TO THOSE RELATING TO (A) ALLEGATIONS THAT A PARTNERSHIP EXISTS BETWEEN LENDER AND BORROWER; (B) USURY OR PENALTIES OR DAMAGES THEREFOR; (C) ALLEGATIONS OF UNCONSCIONABLE ACTS, DECEPTIVE TRADE PRACTICE, LACK OF GOOD FAITH OR FAIR DEALING, LACK OF COMMERCIAL REASONABLENESS, OR SPECIAL RELATIONSHIPS (SUCH AS FIDUCIARY, TRUST OR CONFIDENTIAL RELATIONSHIP); (D) ALLEGATIONS OF DOMINION, CONTROL, ALTER EGO, INSTRUMENTALITY, FRAUD, REAL ESTATE FRAUD, MISREPRESENTATION, DURESS, COERCION, UNDUE INFLUENCE, INTERFERENCE OR NEGLIGENCE; (E) ALLEGATIONS OF TORTIOUS INTERFERENCE WITH PRESENT OR PROSPECTIVE BUSINESS RELATIONSHIPS OR OF ANTITRUST; OR (F) SLANDER, LIBEL OR DAMAGE TO REPUTATION. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. LENDER IS HEREBY**

AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWER.

Section 13.6 WAIVER OF AUTOMATIC OR SUPPLEMENTAL STAY. In the event of the filing of any voluntary or involuntary petition under the Bankruptcy Code by or against Borrower (other than an involuntary petition filed by or joined in by Lender), the Borrower shall not assert, or request any other party to assert, that the automatic stay under § 362 of the Bankruptcy Code shall operate or be interpreted to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any rights it has by virtue of this Security Instrument, or any other rights that Lender has, whether now or hereafter acquired, against any guarantor of the Debt. Further, Borrower shall not seek a supplemental stay or any other relief, whether injunctive or otherwise, pursuant to § 105 of the Bankruptcy Code or any other provision therein to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any rights it has by virtue of this Security Instrument against any guarantor of the Debt. The waivers contained in this paragraph are a material inducement to Lender's willingness to enter into this Security Instrument and Borrower acknowledges and agrees that no grounds exist for equitable relief which would bar, delay or impede the exercise by Lender of Lender's rights and remedies against Borrower or any guarantor of the Debt.

ARTICLE 14 - NOTICES

Section 14.1 NOTICES. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged, (ii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Borrower:

Ocean East Improvements, LLC
c/o DLC Management Corporation
580 White Plains Road, 3rd Floor
Tarrytown, New York 10591
Attention: Adam Ifshin
Facsimile No.: (914) 631-6533

with a copy to:

Arent Fox Kintner Plotkin & Kahn, PLLC
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-5339
Attention: Kenneth S. Jacob, Esq.
Facsimile: (202) 857-6395

If to Lender:

JPMorgan Chase Bank
c/o J.P. Morgan Mortgage Capital, Inc.
400 Perimeter Center Terrace
Suite 575
Atlanta, Georgia 30346

Attention: L. Edward Register, Jr.
Facsimile No.: (770) 351-8398

With a copy to:

Rosenman & Colin LLP
401 South Tryon Street
Suite 2600
Charlotte, North Carolina 28202-1935
Attention: William P. McMillan, Esq.
Facsimile No.: (704) 444-2060

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this subsection, the term "**Business Day**" shall mean a day on which commercial banks are not authorized or required by law to close in New York, New York.

Any party by notice to the other parties may designate additional or different addresses for subsequent notices or communications.

ARTICLE 15 - APPLICABLE LAW

Section 15.1 GOVERNING LAW; JURISDICTION. This Security Instrument shall be governed by and construed in accordance with applicable federal law and the laws of the state where the Property is located, without reference or giving effect to any choice of law doctrine. Borrower hereby irrevocably submits to the jurisdiction of any court of competent jurisdiction located in the state in which the Property is located in connection with any proceeding arising out of or relating to this Security Instrument.

Section 15.2 USURY LAWS. This Security Instrument and the Note are subject to the express condition that at no time shall Borrower be obligated or required to pay interest on the Debt at a rate which could subject the holder of the Note to either civil or criminal liability as a result of being in excess of the maximum interest rate which Borrower is permitted by applicable law to contract or agree to pay. If by the terms of this Security Instrument or the Note, Borrower is at any time required or obligated to pay interest on the Debt at a rate in excess of such maximum rate, the rate of interest under the Security Instrument and the Note shall be deemed to be immediately reduced to such maximum rate and the interest payable shall be computed at such maximum rate and all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Note. All sums paid or agreed to be paid to Lender for the use, forbearance, or detention of the Debt shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of the Note until payment in full so that the rate or amount of interest on account of the Debt does not exceed the maximum lawful rate of interest from time to time in effect and applicable to the Debt for so long as the Debt is outstanding. No application to the principal balance of the Note pursuant to this Section 15.2 shall give rise to any requirement to pay any prepayment premium, prepayment penalty, yield maintenance obligation or similar fee or charge due hereunder.

Section 15.3 PROVISIONS SUBJECT TO APPLICABLE LAW. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the

exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Security Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term shall not be affected thereby.

ARTICLE 16 - SECONDARY MARKET

Section 16.1 TRANSFER OF LOAN. Lender may, at any time, sell, transfer or assign the Note, this Security Instrument and the Other Loan Documents, and any or all servicing rights with respect thereto, or grant participations therein or issue mortgage pass-through certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement (the "Securities"). Lender may forward to each purchaser, transferee, assignee, servicer, participant, investor in such Securities or any Rating Agency (as hereinafter defined) rating such Securities (collectively, the "Investor") and each prospective Investor, all documents and information which Lender now has or may hereafter acquire relating to the Debt and to Borrower, any Guarantor, any Indemnitor and the Property, whether furnished by Borrower, any Guarantor, any Indemnitor or otherwise, as Lender determines necessary or desirable. The term "Rating Agency" shall mean each statistical rating agency that has assigned a rating to the Securities.

ARTICLE 17 - COSTS

Section 17.1 PERFORMANCE AT BORROWER'S EXPENSE. Borrower acknowledges and confirms that Lender shall impose certain administrative processing and/or commitment fees in connection with (a) the extension, renewal, modification, amendment and termination (excluding the scheduled maturity of the Note) of its loans, (b) the release or substitution of collateral therefor, or (c) obtaining certain consents, waivers and approvals with respect to the Property (the occurrence of any of the above shall be called an "Event"). Borrower hereby acknowledges and agrees to pay, immediately, upon demand, all such reasonable fees (as the same may be increased or decreased from time to time), and any additional reasonable fees of a similar type or nature which may be imposed by Lender from time to time, upon the occurrence of any Event.

Section 17.2 ATTORNEY'S FEES FOR ENFORCEMENT. (a) Borrower shall pay all reasonable legal fees incurred by Lender in connection with (i) the preparation of the Note, this Security Instrument and the Other Loan Documents and (ii) the items set forth in Section 17.1 above, and (b) Borrower shall pay to Lender on demand any and all expenses, including legal expenses and reasonable attorneys' fees, incurred or paid by Lender in protecting its interest in the Property or Personal Property and/or collecting any amount payable or in enforcing its rights hereunder with respect to the Property or Personal Property, whether or not any legal proceeding is commenced hereunder or thereunder and whether or not any default or Event of Default shall have occurred and is continuing, together with interest thereon at the Default Rate from the date of payment or incurring by Lender until paid by Borrower.

ARTICLE 18 - DEFINITIONS

Section 18.1 GENERAL DEFINITIONS. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word "**Borrower**" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "**Lender**" shall mean "Lender and any subsequent holder of the Note," the word "**Note**" shall mean "the Note and any other evidence of indebtedness secured by this Security Instrument," the word "**person**" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, and any other entity, the word "**Property**" shall include any portion of the Property and any interest therein, and the phrases "**attorneys' fees**", "**legal fees**" and "**counsel fees**" shall include any and all reasonable attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, reasonable fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder.

ARTICLE 19 - MISCELLANEOUS PROVISIONS

Section 19.1 NO ORAL CHANGE. This Security Instrument, the Note, and the Other Loan Documents and any provisions hereof or thereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 19.2 LIABILITY. If Borrower consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Security Instrument shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 19.3 INAPPLICABLE PROVISIONS. If any term, covenant or condition of the Note or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Note and this Security Instrument shall be construed without such provision.

Section 19.4 HEADINGS, ETC. The headings and captions of various Sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 19.5 DUPLICATE ORIGINALS; COUNTERPARTS. This Security Instrument may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Security Instrument may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Security Instrument. The failure of any party hereto to execute this Security Instrument, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

Section 19.6 NUMBER AND GENDER. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 19.7 SUBROGATION. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Lender shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Lender and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of Borrower's obligations hereunder, under the Note and the Other Loan Documents and the performance and discharge of the Other Obligations.

Section 19.8 ENTIRE AGREEMENT. The Note, this Security Instrument and the Other Loan Documents constitute the entire understanding and agreement between Borrower and Lender with respect to the transactions arising in connection with the Debt and supersede all prior written or oral understandings and agreements between Borrower and Lender with respect thereto. Borrower hereby acknowledges that, except as incorporated in writing in the Note, this Security Instrument and the Other Loan Documents, there are not, and were not, and no persons are or were authorized by Lender to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Note, this Security Instrument and the Other Loan Documents.

ARTICLE 20 - SPECIAL STATE OF FLORIDA PROVISIONS

Section 20.1 FUTURE ADVANCES. This Security Instrument is given to secure not only the existing Debt, but also such future advances, whether such advances are obligatory or are to be made at the option of Lender or the holder hereof, or otherwise as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this security Instrument. The total amount of Debt that may be so secured by this Security Instrument may be increased or decreased from time to time, but the total unpaid balance so secured at any one time shall not exceed twice the face amount of the Note, plus interest thereon, and any disbursements made under this Security Instrument for the payment of impositions, taxes, assessments, levies, insurance, or otherwise with interest on such disbursements at the rate set forth in the Note, plus any increases in the principal balance as the result of negative amortization or deferred interest, if any. It is agreed that any additional sum or sums advanced by Lender pursuant to the terms hereof shall be equally secured with and have the same priority as the original Debt and shall be subject to all of the terms, provisions and conditions of this Security Instrument, whether or not such additional loans or advances are evidenced by other promissory notes or other guaranties of Borrower, and whether or not identified by a recital that it or they are secured by this Security Instrument. It is further agreed that any additional promissory note or guaranty promissory notes or guaranties executed and delivered pursuant to this paragraph shall automatically be deemed to be included in the term "Note" wherever it appears in the context of this Security Instrument. Without the prior written consent of Lender, which Lender may grant or withhold in its sole discretion, Borrower shall not

file for record any notice limiting the maximum principal amount that may be secured by this Security Instrument to a sum less than the maximum principal amount set forth in this paragraph.

Section 20.2 ADDITIONAL INDEMNITY. In addition to (and without limiting the generality of) Article 11, Borrower hereby agrees to defend, indemnify, and hold Lender harmless from and against any and all liability for documentary stamp taxes and intangible taxes (together with all interest, penalties, costs, and attorneys' fees incurred in connection therewith) that at any time may be levied, assessed, or imposed by the State of Florida or any other governmental entity or agency upon this Security Instrument the Note or any of the other Loan Documents or any amendment, extension, or renewal of any of the foregoing, or upon Lender by virtue of owning or holding any of the foregoing instruments or documents, all of which shall be secured by the lien and security interest of the Loan Documents (as from time to time amended). The provisions of this Section shall survive the repayment of the Debt and the satisfaction of this Security Instrument and the other Loan Documents for so long as any claim may be asserted by the State of Florida or any such other governmental entity or agency.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, THIS SECURITY INSTRUMENT has been executed by
Borrower the day and year first above written.

BORROWER:

OCEAN EAST IMPROVEMENTS, LLC, a
Delaware limited liability company

By: First Man Ocean East Corp.,
a Delaware corporation, its manager

By: Adam Ifshin
Name: Adam Ifshin, President

STATE OF NEW YORK

COUNTY OF WESTCHESTER

The foregoing instrument was acknowledged before me this 26 day of
March, 2002, on behalf of OCEAN EAST IMPROVEMENTS, LLC, a Delaware
limited liability company, by Adam Ifshin, President of First Man Ocean East Corp., a Delaware
Corporation, as the Manager of said OCEAN EAST IMPROVEMENTS, LLC, who is personally
known to me or produced NYS DL as identification.

Margaret O'Neill
Notary Public

My Commission Expires: 2003

MARGARET O'NEILL
NOTARY PUBLIC, State of New York
No. 010N5076418
Qualified in Westchester County
Commission Expires 3/31/2003

EXHIBIT A

(Description of Land)

All of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being described as follows:

A-1

JPMORGAN CHASE BANK

53055108.05

PARCEL ONE:

OR BK 01634 PG 1422

The following described parcel of land situate in Martin County, Florida, lying South of East Ocean Boulevard (State Road A-1-A); The Northeast quarter of the Southeast quarter, Less the West 440 feet thereof, Section 3, Township 38 South, Range 41 East, LESS parcel conveyed to James N. Bruner, as set forth in instrument recorded in Official Records Book 110, page 355, Martin County, Florida public records.

Also described as follows:

Begin at the intersection with the East line of the Northeast one-quarter of the Southeast one-quarter (N.E. 1/4, S.E. 1/4) of Section 3, Township 38 South, Range 41 East, Martin County, Florida and the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West, along the East line of said Northeast one-quarter of the Southeast one-quarter, a distance of 603.00 feet; thence North 76° 51' 47" West, a distance of 913.60 feet to the East line of the West 440.00 feet of said Northeast one-quarter of the Southeast one-quarter (N.E. 1/4 S.E. 1/4), thence North 0° 37' 46" East, along said East line, a distance of 600.00 feet to the Southerly right-of-way line of said State Road A1A; thence South 77° 01' 09" East, along said right-of-way line a distance of 910.97 feet to the Point of Beginning.

LESS AND EXCEPTING the following described parcels:

1. Begin where the West line of the Northeast quarter of the Southeast quarter, less the West 447.50 feet thereof, Section 3, Township 38 South, Range 41 East, intersects the Southerly right-of-way line of State Road A1A; thence run South 0° 37' 46" West, along said West line a distance of 231.90 feet; thence run South 89° 22' 14" East a distance of 100.00 feet; thence run North 0° 37' 46" East, a distance of 210.00 feet to said right-of-way line; thence run North 77° 01' 09" West, a distance of 102.37 feet to the Point of Beginning.
2. Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North 88° 31' 31" West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of 89° 41' 31" and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North 01° 10' 00" East, a distance of 140.29 feet to the intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South 77° 01' 09" East, a distance of 167.77 feet to the Point of Beginning.

PARCEL TWO:

Easement for the benefit of Parcel One above created in Official Records Book 110, page 352 public records of Martin County, Florida, over the following described lands:

That portion of the East 7.5 feet of the West 440 feet of the Northeast Quarter of the Southeast Quarter of Section 3, Township 38 South, Range 41 East, that lies between the Southerly right-of-way line of new State Road A1A and a point which is 650 feet South of said new State Road A1A.

PARCEL THREE

Easement for the benefit of Parcel One above reserved in Boundary Adjustment and exchange of Quit Claim Deeds, recorded in Official Records Book 723, page 983 public records of Martin County, Florida, over the Easterly 15 feet of the following described lands:

Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North 88° 31' 31" West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of 89° 41' 31" and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North 01° 10' 00" East, a distance of 140.29 feet to the intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South 77° 01' 09" East, a distance of 167.77 feet to the Point of Beginning.

RETURN TO:

or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "**Bankruptcy Code**"), together with any extension, renewal or replacement of the same. This Assignment of other present and future leases and present and future agreements shall be effective without further or supplemental assignment. The leases described in Subsection 1.1(a) and the leases and other agreements described in this Subsection 1.1(b), together with all other present and future leases and present and future agreements and any extension or renewal of the same are collectively referred to as the "**Leases**" and individually referred to as a "**Lease**".

(c) Rents. All rents, income, issues, revenues and profits arising from the Leases and renewals thereof and together with all rents, income, issues and profits from the use, enjoyment and occupancy of the Property (including, but not limited to, minimum rents, additional rents, percentage rents, deficiency rents, security deposits and liquidated damages following default under any Leases, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by damage to any part of the Property, all of Borrower's rights to recover monetary amounts from any lessee in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of Lease defaults, including rejection of a Lease, together with any sums of money that may now or at any time hereafter be or become due and payable to Borrower by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and all future oil, gas and mining Leases covering the Property or any part thereof, and all proceeds and other amounts paid or owing to Borrower under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Property) (all of the rights described above hereinafter collectively referred to as the "**Rents**").

(d) Bankruptcy Claims. All of Borrower's claims and rights (the "**Bankruptcy Claims**") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(e) Lease Guaranties. All of Borrower's right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support given by any guarantor in connection with any of the Leases (individually, a "**Lease Guarantor**," collectively, the "**Lease Guarantors**") to Borrower (individually, a "**Lease Guaranty**", collectively, the "**Lease Guaranties**").

(f) Proceeds. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

(g) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive, collect and receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the Other Obligations), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

(h) Entry. The right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.

(i) Power of Attorney. Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Article 5 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

Section 1.2 CONSIDERATION. This Assignment is made in consideration of that certain loan made by Lender to Borrower evidenced by the Note and secured by that certain mortgage and security agreement, deed of trust and security agreement, deed to secure debt and security agreement or similar real estate security instrument given by Borrower to or for the benefit of Lender, dated the date hereof, covering the Property and intended to be duly recorded (the "**Security Instrument**"). The principal sum, interest and all other sums due and payable under the Note, the Security Instrument, this Assignment and the Other Loan Documents (defined below) are collectively referred to as the "**Debt**". The documents other than this Assignment, the Note or the Security Instrument now or hereafter executed by Borrower and/or others and by or in favor of Lender which wholly or partially secure or guarantee payment of the Debt or otherwise related thereto are referred to herein as the "**Other Loan Documents**". Unless otherwise herein defined, all initially capitalized terms shall have the meanings given such terms in the Security Instrument.

ARTICLE 2 - REPRESENTATIONS AND COVENANTS

Section 2.1 BORROWER'S REPRESENTATIONS. Borrower warrants to Lender that (a) Borrower is the sole owner of the entire lessor's interest and the lessor named in the Leases; (b) the Leases are valid, enforceable and in full force and effect and have not been altered, modified or amended in any manner whatsoever except as disclosed to Lender; (c) neither the Leases nor the Rents reserved in the Leases have been assigned or otherwise pledged or hypothecated; (d) none of the Rents have been collected for more than one (1) month in advance; (e) Borrower has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Borrower or the Property; (f) the premises demised under the Leases have been completed and lessees under the Leases have accepted the same and have taken possession of the same on a rent paying basis except as explicitly identified on the certified rent roll dated as of the end of the month preceding the month hereof, delivered by Borrower to Lender; and (g) there exist no offsets or defenses to the payment of any portion of the Rents.

ARTICLE 3 - COVENANTS

Section 3.1 ADMINISTRATION. Borrower covenants with Lender that Borrower (a) shall observe and perform all the obligations imposed upon the lessor under the Leases and shall not do or permit to be done anything to impair the value of the Leases as security for the Debt; (b) shall promptly send to Lender copies of all notices of default which Borrower shall receive under the Leases; (c) shall not collect any Rents more than one (1) month in advance; (d) shall

not execute any other assignment of lessor's interest in the Leases or the Rents; (e) shall execute and deliver at the request of Lender all such further assurances, confirmations and assignments in connection with the Property as Lender shall from time to time require; (f) shall deliver to Lender, upon request, tenant estoppel certificates from each commercial lessee at the Property in form and substance reasonably satisfactory to Lender (provided, however, that Borrower shall not be required to deliver such certificates more frequently than one [1] time in any calendar year unless Borrower is in default under the Security Instrument); and (g) shall deliver to Lender executed copies of all Leases now existing or hereafter arising.

Section 3.2 ENFORCEMENT AND MODIFICATIONS. Borrower further covenants with Lender that Borrower (a) shall promptly send to Lender copies of all notices of default which Borrower shall send to lessees under the Leases; (b) shall enforce all of the terms, covenants and conditions contained in the Leases upon the part of the lessees thereunder to be observed or performed, short of termination thereof; (c) shall enforce all of the terms, conditions and covenants contained in reciprocal easement agreements upon the part of lessees or Borrower thereunder to be performed, short of termination thereof; (d) shall not enter into new Material Leases (as hereinafter defined) or alter, modify or change the terms of the Material Leases or cancel or terminate the Material Leases or accept a surrender thereof or take any other action which would effect a merger of the estates and rights of, or a termination or diminution of the obligations of, lessees thereunder or cancel or terminate any Lease without in each case the prior written consent of Lender; provided, however, that any Lease that is not a Material Lease may be canceled or terminated if at the time of cancellation or termination thereof a new Lease is entered into on substantially the same terms or more favorable terms as the canceled Lease; (e) shall not alter, modify or change the terms of any guaranty of any of the Material Leases or cancel or terminate any guaranty of any Lease without the prior written consent of Lender; (f) shall not consent to any assignment of or subletting under the Material Leases not in accordance with their terms, without the prior written consent of Lender; and (g) shall not waive, release, reduce, discount or otherwise discharge or compromise the payment of any of the Rents to accrue under the Leases.

Section 3.3 LEASE TERMS. Borrower further covenants with Lender that (a) from and after the date of this Assignment, all Leases shall be written on the standard form of lease which has been approved by Lender; (b) Borrower shall furnish Lender with executed copies of all Leases; (c) no material changes may be made to the Lender-approved standard lease without the prior written consent of Lender; (d) all renewals of Leases and all proposed Leases shall provide for rental rates comparable to existing local market rates and shall be arm's-length transactions with bona fide, independent third-party tenants and, unless not required under Section 3.4 below, shall be submitted to Lender for its approval or disapproval before execution; and (e) all Leases executed after the date of this Assignment shall provide that (i) they are subordinate to the Security Instrument and any other indebtedness now or hereafter secured by the Property, (ii) each lessee agrees to attorn to Lender (such attornment to be automatically effective upon Lender's acquisition of title to the Property), (iii) each lessee agrees to execute such further evidences of attornment as Lender may from time to time request, (iv) the attornment of each lessee shall not be terminated by foreclosure, (v) Lender may, at Lender's sole option, accept or reject such attornment, and (vi) each lessee agrees to furnish, one (1) time in any calendar year, as Lender may request, a certificate signed by lessee confirming and containing such factual certifications and representations deemed reasonably appropriate by

Lender. Provided that a new Lease is not a Material Lease and meets the requirements of this Section 3.3, then Borrower shall have no obligation to obtain Lender's approval thereof. Notwithstanding anything herein to the contrary, the conditions set forth in subparts (a) and (c) in this Section 3.3 shall be waived in regard to any nationally recognized tenant comprising less than five percent (5%) of the gross rent or square footage of the Property.

Section 3.4 MATERIAL LEASES. Notwithstanding anything to the contrary contained in this Assignment, and provided that no Event of Default (as defined in the Security Instrument) shall exist and be continuing, the following terms and provisions shall apply:

(a) Lender's consent shall not be required for modifications, extensions or renewals of Leases that are not Material Leases. For purposes of this Assignment, the term "Material Leases" shall mean (i) a Lease of more than fifteen percent (15%) rentable square feet of the Property, or (ii) a Lease providing for more than fifteen percent (15%) of the gross rent payable under all Leases at the Property; and

(b) Lender's consent shall not be required for termination of a Lease that is not a Material Lease if the lessee under such Lease is in default beyond all applicable notice and grace periods.

Section 3.5 RENTAL OFFSETS. If Borrower becomes aware that any Lessee proposes to do, or is doing, any act or thing which may give rise to any right of set-off against Rent, Borrower shall (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against Rent, (ii) notify Lender thereof and of the amount of said set-offs, and (iii) within ten (10) days after such accrual for a valid set-off, reimburse Lessee who shall have acquired such right to set-off or take such other steps as shall effectively discharge such set-off and as shall effectively assure that Rents thereafter due shall continue to be payable without set-off or deduction.

ARTICLE 4 - TERMS OF ASSIGNMENT

Section 4.1 PRESENT ASSIGNMENT AND LICENSE BACK. Borrower hereby absolutely and unconditionally assigns to Lender Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that this assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. Unless provided to the contrary in the Cash Management Agreement between Borrower and Lender of even date herewith (the "Cash Management Agreement"), Borrower hereby presently, unconditionally and irrevocably designates Lender to receive, and directs the tenants to pay to an account controlled by Lender or its designated servicer, all payments, payable or receivable under the Leases (including, without limitation, all Rents and other sums payable to the landlord under the Leases) and no such payment by tenants shall be effective to discharge the obligation of tenants under the Leases to make such payment unless made to an account controlled by Lender in accordance with such designation and direction. In any event all Rents collected by Borrower shall be held in trust by Borrower for the sole and exclusive benefit of Lender, and Borrower shall, within two (2) business days after receipt of any Rents, pay the same to an account controlled by Lender. All payments received in such account shall be applied as set forth in the Cash Management Agreement. The assignment to Lender evidenced

by this Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions, or provisions contained in any of the Leases or otherwise to impose any obligation upon Lender. Borrower agrees to execute and deliver to Lender such additional instruments, in form and substance satisfactory to Lender, as may hereinafter be requested by Lender to further evidence and confirm said assignment. Lender is hereby granted and assigned by Borrower the right to enter the Property for the purposes of enforcing its interest in the Leases and the Rents. Subject to the terms and conditions of the Loan Documents, Lender grants to Borrower a revocable license to retain possession of the Leases and to exercise all rights of landlord under the Leases (other than the collecting of Rents thereunder unless provided to the contrary in the Cash Management Agreement and the termination, modification or amendment of the Leases except as otherwise set forth herein). Upon a Default (as hereinafter defined), the license granted to Borrower herein shall automatically be revoked and Lender shall immediately be entitled to possess the Leases and exercise all rights of landlord under the Leases, whether or not Lender enters upon and takes control of the Property. Borrower hereby grants and assigns to Lender the right, at its option, upon the revocation of the license granted herein to enter upon the Property in person, by agent or by court-appointed receiver.

ARTICLE 5 - REMEDIES

Section 5.1 REMEDIES OF LENDER. Upon or at any time after the occurrence of a default under this Assignment or an Event of Default, in either event, (a "Default"), Lender shall immediately be entitled to, subject to the terms of the Leases, enter upon and take control of the Property. In addition, Lender may, at its option, without waiving such Default, subject to the terms of the Leases, without notice and without regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Debt, together with all costs and reasonable attorneys' fees. In addition, upon the occurrence of a Default, Lender, at its option, may (i) complete any construction on the Property in such manner and form as Lender deems advisable, (ii) exercise all rights and powers of Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or

modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (iii) either require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of Borrower or (iv) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

Section 5.2 OTHER REMEDIES. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Note, the Security Instrument, or the Other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligations of Borrower under this Assignment, the Note, the Security Instrument, the Other Loan Documents or otherwise with respect to the loan secured hereby in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Note, the Security Instrument, or any of the Other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).

Section 5.3 [Intentionally Omitted]

Section 5.4 OTHER SECURITY. To the extent permitted under the Loan Documents, Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

Section 5.5 NON-WAIVER. The exercise by Lender of the option granted it in Section 5.1 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Note, the Security Instrument, the Leases, this Assignment or the Other Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Security Instrument, the Note or the Other Loan Documents, (b) the release regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Note, the Security Instrument or the Other Loan Documents. Lender may resort for the payment of the Debt to any other security held by Lender in such order

and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 5.6 BANKRUPTCY.

(a) Upon or at any time after the occurrence of a Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) Business Days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code, and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE 6 - NO LIABILITY, FURTHER ASSURANCES

Section 6.1 NO LIABILITY OF LENDER. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after a Default or from any other act or omission of Lender in managing the Property after a Default (**REGARDLESS OF WHETHER SUCH LOSS RESULTS FROM THE NEGLIGENCE OF LENDER**) unless such loss is caused by the willful misconduct and bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrower shall, and hereby agrees, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties.

Should Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and by the Security Instrument and the Other Loan Documents and Borrower shall reimburse Lender therefor immediately upon demand and upon the failure of Borrower so to do Lender may, at its option, declare all sums secured by this Assignment and by the Security Instrument and the Other Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, including without limitation the presence of any Hazardous Substances (as defined in the Security Instrument), **OR FOR ANY NEGLIGENCE IN THE MANAGEMENT, UPKEEP, REPAIR OR CONTROL OF THE PROPERTY RESULTING IN LOSS OR INJURY OR DEATH TO ANY TENANT, LICENSEE, EMPLOYEE OR STRANGER.**

Section 6.2 NO MORTGAGEE IN POSSESSION. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

Section 6.3 FURTHER ASSURANCES. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Lender to execute in the name of Borrower to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

ARTICLE 7 - SECONDARY MARKET

Section 7.1 TRANSFER OF LOAN. Lender may, at any time, sell, transfer or assign the Note, the Security Instrument, this Assignment and the Other Loan Documents, and any or all servicing rights with respect thereto, or grant participations therein or issue mortgage pass-through certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement. Lender may forward to each purchaser, transferee, assignee, servicer, participant, investor in such securities or any credit rating agency rating such securities (collectively, the "Investor") and each prospective Investor, all documents and information which Lender now has or may hereafter acquire relating to the Debt and to Borrower, any guarantor and the Property, whether furnished by Borrower, any guarantor or otherwise, as Lender determines necessary or desirable.

ARTICLE 8 - DEPOSITS, RELOCATIONS

Section 8.1 SECURITY DEPOSITS. All security deposits of Lessees, whether held in cash or any other form, shall be treated by Borrower as trust funds, shall not be commingled with any other funds of Borrower and, if cash, shall be deposited by Borrower in one or more segregated accounts at such commercial or savings bank or banks as is reasonably satisfactory to Lender. Any bond or other instrument which Borrower is permitted to hold in lieu of cash security deposits under applicable legal requirements (i) shall be maintained in full force and effect unless replaced by cash deposits as hereinabove described, (ii) shall be issued by an entity reasonably satisfactory to Lender, (iii) shall, if permitted pursuant to legal requirements, name Lender as payee or beneficiary thereunder (or at Lender's option, subject to applicable Borrower requirements, be fully assignable to Lender), and (iv) shall, in all respects, comply with applicable legal requirements and otherwise be reasonably satisfactory to Lender. Borrower shall, upon request, provide Lender with evidence reasonably satisfactory to Lender of Borrower's compliance with the foregoing. Following the occurrence and during the continuance of any Event of Default, Borrower shall, upon Lender's request, if permitted by applicable legal requirements, turn over to Lender the security deposits (and any interest theretofore earned thereon) with respect to all or any portion of the Property, to be held by Lender subject to the terms of the Leases.

Section 8.2 RELOCATIONS. In no event shall Borrower exercise any right to relocate any lessee outside the Property pursuant to any right set forth in a Lease without the prior written consent of Lender.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

Section 9.1 CONFLICT OF TERMS. In case of any conflict between the terms of this Assignment and the terms of the Security Instrument, the terms of the Security Instrument shall prevail.

Section 9.2 NO ORAL CHANGE. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 9.3 CERTAIN DEFINITIONS. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "**Borrower**" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "**Lender**" shall mean "Lender and any subsequent holder of the Note", the word "**Note**" shall mean "the Note and any other evidence of indebtedness secured by the Security Instrument," the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, and any other entity, the word "**Property**" shall include any portion of the Property and any interest therein, the phrases "**attorneys' fees**" and "**counsel fees**" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial

and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder, and the word "Debt" shall mean the principal balance of the Note with interest thereon as provided in the Note and the Security Instrument and all other sums due pursuant to the Note, the Security Instrument, this Assignment and the Other Loan Documents; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 9.4 AUTHORITY. Borrower represents and warrants that it has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Borrower or the Property.

Section 9.5 INAPPLICABLE PROVISIONS. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

Section 9.6 DUPLICATE ORIGINALS; COUNTERPARTS. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original. This Assignment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Assignment. The failure of any party hereto to execute this Assignment, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

Section 9.7 CHOICE OF LAW. This Assignment shall be governed by and construed in accordance with the applicable federal laws and laws of the state where the Property is located, without reference or giving effect to any choice of law doctrine.

Section 9.8 TERMINATION OF ASSIGNMENT. Upon payment in full of the Debt and the delivery and recording of a satisfaction or discharge of Security Instrument duly executed by Lender, this Assignment shall become and be void and of no effect.

Section 9.9 NOTICES. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged, (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Borrower: OCEAN EAST IMPROVEMENTS, LLC
c/o DLC Management Corporation
580 White Plains Road, 3rd Floor
Tarrytown, New York 10591
Attention: Adam Ifshin
Facsimile No.: (914) 631-6533

With a copy to: Arent Fox Kintner Plotkin & Kahn, PLLC
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-339
Attention: Kenneth S. Jacob, Esq.
Facsimile No.: (202) 857-6395

If to Lender: JPMorgan Chase Bank
c/o J.P. Morgan Mortgage Capital, Inc.
400 Perimeter Center Terrace
Suite 575
Atlanta, Georgia 30346
Attention: L. Edward Register, Jr.
Facsimile No.: (770) 351-8398

With a copy to: Rosenman & Colin LLP
401 South Tryon Street
Suite 2600
Charlotte, North Carolina 28202-1935
Attention: William P. McMillan, Esq.
Facsimile No.: (704) 444-2060

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Section 9.9, the term "Business Day" shall mean a day on which commercial banks are not authorized or required by law to close in New York, New York.

Any party by notice to the other parties may designate additional or different addresses for subsequent notices or communications.

Section 9.10 WAIVER OF TRIAL BY JURY. BORROWER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN EVIDENCED BY THE NOTE, THE APPLICATION FOR THE LOAN EVIDENCED BY THE NOTE, THIS ASSIGNMENT, THE NOTE, THE SECURITY INSTRUMENT OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

Section 9.11 SUBMISSION TO JURISDICTION. Borrower hereby irrevocably submits to the jurisdiction of any court of competent jurisdiction located in the state in which the property is located in connection with any proceeding arising out of or relating to this Assignment.

Section 9.12 LIABILITY. If Borrower consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Assignment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 9.13 HEADINGS, ETC. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 9.14 NUMBER AND GENDER. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

THIS ASSIGNMENT, together with the covenants and warranties therein contained, shall inure to the benefit of Lender and any subsequent holder of the Security Instrument and shall be binding upon Borrower, its heirs, executors, administrators, successors and assigns and any subsequent owner of the Property.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, Borrower has executed this instrument the day and year first above written.

BORROWER:

OCEAN EAST IMPROVEMENTS, LLC, a
Delaware limited liability company

By: First Man Ocean East Corp.,
a Delaware corporation, its manager

By: Adam Ifshin
Name: Adam Ifshin, President

STATE OF NEW YORK

COUNTY OF WESTCHESTER

The foregoing instrument was acknowledged before me this 26 day of March, 2002, on behalf of OCEAN EAST IMPROVEMENTS, LLC, a Delaware limited liability company, by Adam Ifshin, as President of first Man Ocean East Corp., a Delaware Corporation, the Manager of said OCEAN EAST IMPROVEMENTS, LLC, who is personally known to me or produced NYS 02 as identification.

Margaret O'Neill
Notary Public

My Commission Expires: 2003

MARGARET O'NEILL
NOTARY PUBLIC, State of New York
No. 010N6076418
Qualified in Westchester County
Commission Expires 3/31/2003

EXHIBIT A
Legal Description

53055115.04

JPMORGAN CHASE BANK

PARCEL ONE:

OR BK 01634 PG 1438

The following described parcel of land situate in Martin County, Florida, lying South of East Ocean Boulevard (State Road A-1-A); The Northeast quarter of the Southeast quarter, Less the West 440 feet thereof, Section 3, Township 38 South, Range 41 East, LESS parcel conveyed to James N. Bruner, as set forth in instrument recorded in Official Records Book 110, page 355, Martin County, Florida public records.

Also described as follows:

Begin at the intersection with the East line of the Northeast one-quarter of the Southeast one-quarter (N.E. 1/4, S.E. 1/4) of Section 3, Township 38 South, Range 41 East, Martin County, Florida and the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South $0^{\circ} 26' 09''$ West, along the East line of said Northeast one-quarter of the Southeast one-quarter, a distance of 603.00 feet; thence North $76^{\circ} 51' 47''$ West, a distance of 913.60 feet to the East line of the West 440.00 feet of said Northeast one-quarter of the Southeast one-quarter (N.E. 1/4 S.E. 1/4), thence North $0^{\circ} 37' 46''$ East, along said East line, a distance of 600.00 feet to the Southerly right-of-way line of said State Road A1A; thence South $77^{\circ} 01' 09''$ East, along said right-of-way line a distance of 910.97 feet to the Point of Beginning.

LESS AND EXCEPTING the following described parcels:

1. Begin where the West line of the Northeast quarter of the Southeast quarter, less the West 447.50 feet thereof, Section 3, Township 38 South, Range 41 East, intersects the Southerly right-of-way line of State Road A1A; thence run South $0^{\circ} 37' 46''$ West, along said West line a distance of 231.90 feet; thence run South $89^{\circ} 22' 14''$ East a distance of 100.00 feet; thence run North $0^{\circ} 37' 46''$ East, a distance of 210.00 feet to said right-of-way line; thence run North $77^{\circ} 01' 09''$ West, a distance of 102.37 feet to the Point of Beginning.
2. Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South $0^{\circ} 26' 09''$ West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North $88^{\circ} 31' 31''$ West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of $89^{\circ} 41' 31''$ and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North $01^{\circ} 10' 00''$ East, a distance of 140.29 feet to the intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South $77^{\circ} 01' 09''$ East, a distance of 167.77 feet to the Point of Beginning.

PARCEL TWO:

Easement for the benefit of Parcel One above created in Official Records Book 110, page 352 public records of Martin County, Florida, over the following described lands:

That portion of the East 7.5 feet of the West 440 feet of the Northeast Quarter of the Southeast Quarter of Section 3, Township 38 South, Range 41 East, that lies between the Southerly right-of-way line of new State Road A1A and a point which is 650 feet South of said new State Road A1A.

PARCEL THREE

Easement for the benefit of Parcel One above reserved in Boundary Adjustment and exchange of Quit Claim Deeds, recorded in Official Records Book 723, page 983 public records of Martin County, Florida, over the Easterly 15 feet of the following described lands:

Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South $0^{\circ} 26' 09''$ West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North $88^{\circ} 31' 31''$ West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of $89^{\circ} 41' 31''$ and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North $01^{\circ} 10' 00''$ East, a distance of 140.29 feet to the intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South $77^{\circ} 01' 09''$ East, a distance of 167.77 feet to the Point of Beginning.

PREPARED BY AND UPON
RECORDATION RETURN TO:
Anderson, McCoy & Orta
100 N. Broadway, Suite 2650
Oklahoma City, OK 73102
AMO File No. 707.020
ASN No. 1967

INSTR # 1610317
OR BK 01694 PG 2398
RECORDED 10/29/2002 02:43:39 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY L Wood

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT
AND
ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (the "Assignment") is executed as of the 26th day of August, 2002, by JPMORGAN CHASE BANK, a New York banking corporation, having its principal place of business at 270 Park Avenue, New York, NY 10017, (the "Assignor"), to WELLS FARGO BANK MINNESOTA, N.A., AS TRUSTEE ON BEHALF OF THE CERTIFICATE HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-C1, having an office at 751 Kasota Avenue, Suite MDC, Minneapolis, Minnesota 55414 (the "Assignee").

BACKGROUND

WHEREAS, on March 27, 2002, Assignor made a loan to OCEAN EAST IMPROVEMENTS, LLC, a Delaware limited liability company, (the "Borrower"), in the original amount of Nine Million Two Hundred Forty Thousand and no/100 Dollars (\$9,240,000.00) (the "Loan"), which Loan is evidenced by that certain Fixed Rate Note dated March 27, 2002, executed by Borrower and payable to the order of Assignor in the principal amount as aforesaid (the "Note");

WHEREAS, the obligations of the Borrower under the Loan and the Note are secured by, among other things that certain Mortgage and Security Agreement (the "Mortgage"), dated as of March 27, 2002, executed by Borrower and recorded on April 4, 2002, as Instrument Number 1563359, in Official Records Book 01634, Page 1371, in the Official Records of Martin County, Florida (the "Official Records"); and that certain Assignment of Leases and Rents (the "Assignment of Leases"), dated as of March 27, 2002, executed by Borrower and recorded on April 4, 2002, as Instrument Number 1563360, in Official Records Book 01634, Page 1423, in the Official Records; the Mortgage and Assignment of Leases pertains to the property described as follows:

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

WHEREAS, Assignor endorsed the Note to Assignee; and

WHEREAS, Assignor desires to assign its interest in the Mortgage and Assignment of Leases to Assignee.

ASSIGNMENT

For \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee, without recourse, representation or warranty, expressed or implied, all of Assignor's right, title and interest in, to and under the Mortgage and the Assignment of Leases, to have and to hold unto Assignee, its successors and assigns, forever.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Witness:

Craig Chambers
Name: Craig Chambers

ASSIGNOR:

JPMORGAN CHASE BANK, a New York banking
corporation

By: [Signature]
Name: L. Edward Register, Jr.
Title: Authorized Signatory

STATE OF GEORGIA)
COUNTY OF DEKALB)

On the 26th day of August, 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared L. Edward Register, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:

4/19/2005

Signature: [Signature]
Notary Public



PARCEL ONE:

The following described parcel of land situate in Martin County, Florida, lying South of East Ocean Boulevard (State Road A-1-A); The Northeast quarter of the Southeast quarter, Less the West 440 feet thereof, Section 3, Township 38 South, Range 41 East, LESS parcel conveyed to James N. Bruner, as set forth in instrument recorded in Official Records Book 110, page 355, Martin County, Florida public records.

Also described as follows:

Begin at the intersection with the East line of the Northeast one-quarter of the Southeast one-quarter (N.E. 1/4, S.E. 1/4) of Section 3, Township 38 South, Range 41 East, Martin County, Florida and the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West, along the East line of said Northeast one-quarter of the Southeast one-quarter, a distance of 603.00 feet; thence North 76° 51' 47" West, a distance of 913.80 feet to the East line of the West 440.00 feet of said Northeast one-quarter of the Southeast one-quarter (N.E. 1/4 S.E. 1/4), thence North 0° 37' 46" East, along said East line, a distance of 600.00 feet to the Southerly right-of-way line of said State Road A1A; thence South 77° 01' 09" East, along said right-of-way line a distance of 910.97 feet to the Point of Beginning.

LESS AND EXCEPTING the following described parcels:

1. Begin where the West line of the Northeast quarter of the Southeast quarter, less the West 447.50 feet thereof, Section 3, Township 38 South, Range 41 East, intersects the Southerly right-of-way line of State Road A1A; thence run South 0° 37' 46" West, along said West line a distance of 231.90 feet; thence run South 89° 22' 14" East a distance of 100.00 feet; thence run North 0° 37' 46" East, a distance of 210.00 feet to said right-of-way line; thence run North 77° 01' 09" West, a distance of 102.37 feet to the Point of Beginning.
2. Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North 88° 31' 31" West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of 89° 41' 31" and a radius of 9.05 feet; thence Northwestery along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North 01° 10' 00" East, a distance of 140.29 feet to the intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South 77° 01' 09" East, a distance of 167.77 feet to the Point of Beginning.

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Easement for the benefit of Parcel One above created in Official Records Book 110, page 352 public records of Martin County, Florida, over the following described lands:

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PARCEL THREE

Easement for the benefit of Parcel One above reserved in Boundary Adjustment and exchange of Quit Claim Deeds, recorded in Official Records Book 723, page 983 public records of Martin County, Florida, over the Easterly 15 feet of the following described lands:

Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North 88° 31' 31" West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of 89° 41' 31" and a radius of 9.05 feet; thence Northwestery along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North 01° 10' 00" East, a distance of 140.29 feet to the intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South 77° 01' 09" East, a distance of 167.77 feet to the Point of Beginning.

INSTR # 2183180
OR BK 02427 PG 0301
Pg 0301 - 303; (3pgs)
RECORDED 12/14/2009 02:20:48 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Hunter

THIS DOCUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:
VANESSA ORTA, ESQ.
ANDERSON, McCOY & ORTA, P.C.
100 North Broadway, Suite 2600
Oklahoma City, Oklahoma 73102
Telephone: 888-236-0007
AMO ID: 1958.088
Loan/File Name: Ocean East
Custodian ID: 992002C1
Martin County, Florida

**ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT
AND
ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS**

KNOW THAT

WELLS FARGO BANK, N.A., SUCCESSOR-BY-MERGER TO WELLS
FARGO BANK MINNESOTA, N.A., AS TRUSTEE FOR THE REGISTERED
HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES
CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES
2002-C1, as predecessor trustee, having an address at 1055 10th Avenue SE, Minneapolis, MN
55414 ("Assignor"),

For valuable consideration given by:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE
REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE
SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2002-C1, as successor trustee, having an address at 209 South
LaSalle Street, Suite 300, Chicago, IL, 60604 ("Assignee"),

the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant,
bargain, sell, convey, assign, transfer, and set over, without recourse, representation and
warranty, except as set forth in that certain related Agreement, all of Assignor's right, title and
interest, of any kind whatsoever, in and to the subject note(s) and loan documents, and
including that of mortgagee, beneficiary, payee, assignee or secured party (as the case may be),
in and to the following:

MORTGAGE AND SECURITY AGREEMENT (as same may have been amended) by Ocean East Improvements, LLC, a Delaware limited liability company ("Borrower"), to JPMORGAN CHASE BANK, N.A., a national associated charter ("Lender"), and recorded April 2, 2002, as Instrument Number 1563359, in Book 01634, Page 1371, in the Real Estate Records pertaining to the land situated in the State of Florida, County of Martin ("Real Estate Records");

ASSIGNMENT OF LEASES AND RENTS (as same may have been amended) by Borrower to Lender, and recorded April 4, 2002, as Instrument Number 1563360, in Book 01634, Page 1423, in the Real Estate Records;

the foregoing instrument(s) assigned to Assignor by Assignment instrument recorded October 29, 2002, as Instrument Number 1610317, in Book 01694, Page 2398, in the Real Estate Records;

TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee forever.

IN WITNESS WHEREOF, the Assignor has caused these presents to be effective as of March 31, 2009.

(The remainder of this page has been intentionally left blank.)

Executed as of the 6th day of July, 2009.

Witnesses.

Glee Rhodes
Glee Rhodes
Gloria Childs
Gloria Childs

ASSIGNOR:

WELLS FARGO BANK, N.A., SUCCESSOR-BY-MERGER TO
WELLS FARGO BANK MINNESOTA, N.A., AS TRUSTEE
FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE
COMMERCIAL MORTGAGE SECURITIES CORP.,
COMMERCIAL MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2002-C1

By: Anderson, McCoy and Orta, a professional corporation,
Attorney-in-Fact, pursuant to Limited Power of Attorney
recorded in the Real Estate Records

By: *Vanessa A. Orta*
Name: Vanessa A. Orta
Title: President

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

This instrument was acknowledged before me, the undersigned Notary Public, on the 6th day of July, 2009, by Vanessa A. Orta, who personally appeared and is known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity as President of Anderson, McCoy & Orta, a professional corporation, as Attorney-in-Fact for Wells Fargo Bank, N.A., successor-by-merger to Wells Fargo Bank Minnesota, N.A., as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2002-C1, and that by her signature on the instrument, the entity upon behalf of which she acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:

Signature: *Donna C. Bickle*

1958



748
20100
S

ASSIGNMENT OF MORTGAGE

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED
HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES
CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES
2002-C1

(Assignor)

to

BANK OF AMERICA, N.A.

(Assignee)

Dated: As of MARCH 27, 2012
County: Martin County, Florida

Prepared By:

Nachael L. Bright, Esq.
Alston & Bird LLP
Bank of America Plaza
101 South Tryon Street, Suite 4000
Charlotte, North Carolina 28280-4000

After Recording Return to:

Brian J. Shortt, Esq.
Sabrina J. Khabie, Esq.
SNR Denton US LLP
Two World Financial Center
225 Liberty Street
New York, New York 10281-2699

LEGAL02/33160169v2
Ocean East Improvements, LLC
Loan No. 55-9000024

Return to: Kim Stout
Stewart Title Company
3401 West Cypress Street
Tampa, FL 33607
File No. 1201488

Recorded in Martin County, FL Marsha Ewing, Clerk of Courts 03/29/2012 04:44:04 PM RECEIPT # 481498
Rec Fees 61.00

CFN# 2323683 OFFICIAL RECORDS BK 2568 PG 1802 PAGE 1 OF 7
Page 1 of 7

Order: 649200
Doc: FLMART:2568-01802

Requested By: elbaoberlander, Printed: 9/27/2022 5:59 PM

ASSIGNMENT OF MORTGAGE

KNOW THAT U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-C1, having an address at c/o Wells Fargo Commercial Mortgage Servicing, 1901 Harrison Street, 2nd Floor, Oakland, CA 94612 ("Assignor"), in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, conveys, assigns and transfers to **BANK OF AMERICA, N.A.**, having a mailing address of Hearst Tower, 214 North Tryon Street, Charlotte, North Carolina 28255 ("Assignee"), all right, title and interest of Assignor in, to and under or arising out of those certain mortgages more particularly described on Schedule I attached hereto and made a part hereof, which documents relate to certain interests in the real property located in Martin County, Florida, more particularly described in Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever.

It is expressly understood that this Assignment of Mortgage (this "*Assignment*") is made by Assignor and assumed and accepted by Assignee without any guarantee, representation or warranty of any kind on the part of Assignor and without recourse to Assignor in any event or for any cause, and Assignee hereby releases Assignor from any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements) suffered or incurred by Assignee arising from or in connection with this Assignment.

The word "Assignor" or "Assignee" shall be construed as if it reads "Assignors" or "Assignees" whenever the sense of this instrument so requires.

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF FLORIDA.

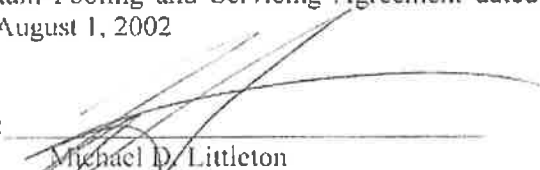
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

LEGAL02/33160169v2
Ocean East Improvements, L.L.C.
Loan No. 55-9000024

IN WITNESS WHEREOF, Assignor has duly executed this Assignment of Mortgage as of the 27th day of March, 2012.

**U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE REGISTERED HOLDERS OF
J.P. MORGAN CHASE COMMERCIAL
MORTGAGE SECURITIES CORP., COMMERCIAL
MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2002-C1**

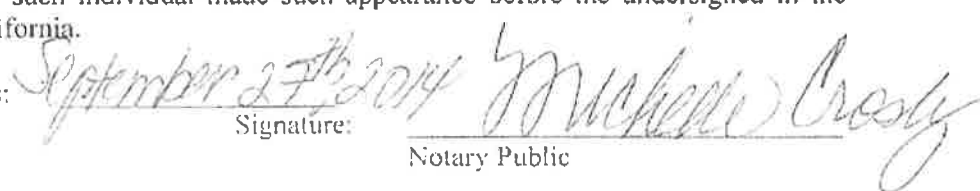
By: Wells Fargo Bank, N.A., solely in its capacity as Master Servicer as authorized pursuant to that certain Pooling and Servicing Agreement dated as of August 1, 2002

By: 
Michael D. Littleton
Assistant Vice President

STATE OF CALIFORNIA)
 : ss.:
COUNTY OF ALAMEDA)

On the 12 day of March in the year 2012, before me, the undersigned, personally appeared Michael D. Littleton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the County of Alameda, California.

My Commission Expires: September 27, 2014

Signature: 

Notary Public



LEGAL02/33160169
Ocean East Improvements, L.L.C.
Loan No. 55-9000024

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Alameda

On 3/12/12
Date

before me,

Michelle Crosby, Notary Public
Here Insert Name and Title of the Officer

personally appeared Michael Littleton

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Michelle Crosby

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____

Corporate Officer — Title(s): _____

☐ Individual

Individual

☐ Partner — Limited ☐ General

Partner — Limited General

☐ Attorney in Fact

Attorney in Fact

☐ Trustee

Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

SCHEDULE I
DESCRIPTION OF MORTGAGE

Mortgage and Security Agreement dated March 27, 2002 from Ocean East Improvements, LLC to JPMorgan Chase Bank and recorded April 4, 2002 in Official Records Book 1634, Page 1371, in the Official Records of Martin County, Florida ("***Official Records***"); as assigned by Assignment of Mortgage and Security Agreement and Assignment of Assignment of Leases and Rents dated August 26, 2002 from JPMorgan Chase Bank to Wells Fargo Bank Minnesota, N.A., as Trustee on Behalf of the Certificate Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2002-C1 and recorded October 29, 2002 in Official Records Book 1694, Page 2398, in the Official Records; as assigned by Assignment of Mortgage and Security Agreement and Assignment of Assignment of Leases and Rents dated July 6, 2009 from Wells Fargo Bank, N.A., Successor-By-Merger to Wells Fargo Bank Minnesota, N.A., as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2002-C1 to U.S. Bank National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2002-C1 and recorded December 14, 2009 in Official Records Book 2427, Page 301, in the Official Records.

LEEAL02/33160169v3
Ocean East Improvements, LLC
Loan No. 55-9000024

EXHIBIT A
(Legal Description)

PARCEL ONE:

The following described parcel of land situate in Martin County, Florida, lying South of East Ocean Boulevard (State Road A-1-A); The Northeast quarter of the Southeast quarter, Less the West 440 feet thereof, Section 3, Township 38 South, Range 41 East, LESS parcel conveyed to James N. Bruner, as set forth in instrument recorded in Official Records Book 110, page 355, Martin County, Florida public records.

Also described as follows:

Begin at the intersection with the East line of the Northeast one-quarter of the Southeast one-quarter (N.E. 1/4, S.E. 1/4) of Section 3, Township 38 South, Range 41 East, Martin County, Florida and the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West, along the East line of said Northeast one quarter of the Southeast one-quarter, a distance of 603.00 feet; thence North 76° 51' 47" West, a distance of 913.60 feet to the East line of the West 440.00 feet of said Northeast one-quarter of the Southeast one-quarter (N.E. 1/4 SE. 1/4), thence North 0° 37' 46" East, along said East line, a distance of 600.00 feet to the Southerly right-of-way line of said State Road A1A; thence South 77° 01' 09" East, along said right-of-way line a distance of 910.97 feet to the Point of Beginning.

LESS AND EXCEPTING the following described parcels:

1. Begin where the West line of the Northeast quarter of the Southeast quarter, less the West 447.50 feet thereof, Section 3, Township 38 South, Range 41 East, intersects the Southerly right-of-way line of State Road A1A; thence run South 0° 37' 46" West, along said West line a distance of 231.90 feet; thence run South 89° 22' 14" East a distance of 100.00 feet; thence run North 0° 37' 46" East, a distance of 210.00 feet to said right-of-way line; thence run North 77° 01' 09" West, a distance of 102.37 feet to the Point of Beginning.

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PARCEL TWO:

Easement for the benefit of Parcel One above created in Official Records Book 110, page 352, public records of Martin County, Florida, over the following described lands:

EXHIBIT A - PAGE 1

That portion of the East 7.5 feet of the West 440 feet of the Northeast Quarter of the Southeast Quarter of Section 3, Township 38 South, Range 41 East, that lies between the Southerly right-of-way line of new State Road A1A and a point which is 650 feet South of said new State Road A1A.

PARCEL THREE

Easement for the benefit of Parcel One above reserved in Boundary Adjustment and exchange of Quit Claim Deeds, recorded in Official Records Book 723, page 983 public records of Martin County, Florida, over the Easterly 15 feet of the following described lands:

Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida Intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South $00^{\circ} 26' 09''$ West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North $88^{\circ} 31' 31''$ West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of $89^{\circ} 41' 31''$ and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North $01^{\circ} 10' 00''$ East, a distance of 140.29 feet to the intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South $77^{\circ} 01' 09''$ East, a distance of 167.77 feet to the Point of Beginning.

EXHIBIT A - PAGE 2

5
RETURN TO: 100-200410 JCL
CHICAGO TITLE INSURANCE CO.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

INSTR # 1563361
OR BK 01634 PG 1439
RECORDED 04/04/2002 10:50 AM
MARSHA EWING
MARTIN COUNTY Florida
RECORDED BY C Burkey

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY
NAME & PHONE OF CONTACT AT FILER [optional]
AND ACKNOWLEDGMENT TO: (Name and Address)
William P. McMillan, Esq.
Rosenman & Colin LLP
401 South Tryon Street
Suite 2600
Charlotte, North Carolina 28202-1935

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Ocean East Improvements, LLC		FIRST NAME		MIDDLE NAME	SUFFIX
OR 1b. INDIVIDUAL'S LAST NAME		CITY		STATE	POSTAL CODE
1c. MAILING ADDRESS c/o DLC Management Corporation, 580 White Plains Road, 3 rd Floor		Tarrytown		NY	10591
1d. TAX ID #: SSN OR EIN		1e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR LLC		1f. JURISDICTION OF ORGANIZATION Delaware	
				1g. ORGANIZATIONAL ID #, if any ☐ NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME		FIRST NAME		MIDDLE NAME	SUFFIX
OR 2b. INDIVIDUAL'S LAST NAME		CITY		STATE	POSTAL CODE
2c. MAILING ADDRESS					COUNTRY
2d. TAX ID #: SSN OR EIN		2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR		2f. JURISDICTION OF ORGANIZATION	
				2g. ORGANIZATIONAL ID #, if any ☐ NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME JPMorgan Chase Bank		FIRST NAME		MIDDLE NAME	SUFFIX
OR 3b. INDIVIDUAL'S LAST NAME		CITY		STATE	POSTAL CODE
3c. MAILING ADDRESS 270 Park Avenue		New York		NY	10017
					COUNTRY

4. This FINANCING STATEMENT covers the following collateral:
See Exhibit B attached hereto and incorporated herein by this reference.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
53055116.01

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

Instructions for National UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all instructions, especially Instruction 1; correct Debtor name is crucial. Follow instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice. Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy; otherwise detach. If you want to make a search request, complete item 7 (after reading Instruction 7 below) and send Search Report Copy; otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, use 8-1/2 X 11 inch sheets and put at the top of each sheet the name of the first Debtor, formatted exactly as it appears in item 1 of this form; you are encouraged to use Addendum (Form UCC1Ad).

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1. Debtor name: Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Don't abbreviate.
 - 1a. **Organization Debtor.** "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.
 - 1b. **Individual Debtor.** "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.
For both organization and individual Debtors: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).
 - 1c. An address is always required for the Debtor named in 1a or 1b.
 - 1d. Debtor's taxpayer identification number (tax ID #) — social security number or employer identification number — may be required in some states.
 - 1e, f, g. "Additional information re organization Debtor" is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter document. Organizational ID #, if any, is assigned by the agency where the charter document was filed; this is different from tax ID #; this should be entered preceded by the 2-character U.S. Postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ID #, check box in item 1g indicating "none."
- Note:* If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a decedent's estate, enter name of deceased individual in item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Manufactured-Home Transaction or a Public-Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1Ad) and check appropriate box in item 18.
2. If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. To include further additional Debtors, or one or more additional Secured Parties, attach either Addendum (Form UCC1Ad) or other additional page(s), using correct name format. Follow Instruction 1 for determining and formatting additional names.
 3. Enter information for Secured Party or Total Assignee, determined and formatted per Instruction 1. If there is more than one Secured Party, see Instruction 2. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in item 3 and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Total Assignee's name and address in item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/P's name and address in item 12.
 4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1Ad) or other attached additional page(s).
 5. If filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 5, complete items 1-7 as applicable and attach any other items required under other law.
 6. If this Financing Statement is filed as a fixture filing or if the collateral consists of timber to be cut or as-extracted collateral, complete items 1-5, check the box in item 6, and complete the required information (items 13, 14 and/or 15) on Addendum (Form UCC1Ad).
 7. This item is optional. Check appropriate box in item 7 to request Search Report(s) on all or some of the Debtors named in this Financing Statement. The Report will list all Financing Statements on file against the designated Debtor on the date of the Report, including this Financing Statement. There is an additional fee for each Report. If you have checked a box in item 7, file Search Report Copy together with Filing Office Copy (and Acknowledgment Copy). Note: Not all states do searches and not all states will honor a search request made via this form; some states require a separate request form.
 8. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME Ocean East Improvements, LLC		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	
			11g. ORGANIZATIONAL ID #, if any	
			☐ NONE	

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR				
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
				USA

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ future filing.

14. Description of real estate:
See attached Exhibit A.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

See attached Exhibit B

17. Check only if applicable and check only one box.Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust ☐ Decedent's Estate18. Check only if applicable and check only one box☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured-Home Transaction - effective 30 years☐ Filed in connection with a Public-Finance Transaction - effective 30 years

33055116.01

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

Instructions for National UCC Financing Statement Addendum (Form UCC1Ad)

9. Insert name of first Debtor shown on Financing Statement to which this Addendum is related, exactly as shown in Item 1 of Financing Statement.
10. Miscellaneous: Under certain circumstances, additional information not provided on Financing Statement may be required. Also, some states have non-uniform requirements. Use this space to provide such additional information or to comply with such requirements; otherwise, leave blank.
11. If this Addendum adds an additional Debtor, complete Item 11 in accordance with instruction 1 on Financing Statement. To add more than one additional Debtor, either use an additional Addendum form for each additional Debtor or replicate for each additional Debtor the formatting of Financing Statement Item 1 on an 8-1/2 X 11 inch sheet (showing at the top of the sheet the name of the first Debtor shown on the Financing Statement), and in either case give complete information for each additional Debtor in accordance with instruction 1 on Financing Statement. All additional Debtor information, especially the name, must be presented in proper format exactly identical to the format of Item 1 of Financing Statement.
12. If this Addendum adds an additional Secured Party, complete Item 12 in accordance with instruction 3 on Financing Statement. In the case of a total assignment of the Secured Party's interest before the filing of this Financing Statement, if filer has given the name and address of the Total Assignee in Item 3 of the Financing Statement, filer may give the Assignor S/P's name and address in Item 12.
- 13-15. If collateral is timber to be cut or as-extracted collateral, or if this Financing Statement is filed as a fixture filing, check appropriate box in Item 13; provide description of real estate in Item 14; and, if Debtor is not a record owner of the described real estate, also provide, in Item 15, the name and address of a record owner. Also provide collateral description in Item 4 of Financing Statement. Also check box 6 on Financing Statement. Description of real estate must be sufficient under the applicable law of the jurisdiction where the real estate is located.
16. Use this space to provide continued description of collateral. If you cannot complete description in Item 4 of Financing Statement.
17. If Debtor is a trust or a trustee acting with respect to property held in trust or is a decedent's estate, check the appropriate box.
18. If Debtor is a transmitting utility or if the Financing Statement relates to a Manufactured-Home Transaction or a Public-Finance Transaction as defined in the applicable Commercial Code, check the appropriate box.

53055116.01

PARCEL ONE:

Exhibit A

OR BX 01634 PG 1443

The following described parcel of land situate in Martin County, Florida, lying South of East Ocean Boulevard (State Road A-1-A); The Northeast quarter of the Southeast quarter, Less the West 440 feet thereof, Section 3, Township 38 South, Range 41 East, LESS parcel conveyed to James N. Bruner, as set forth in instrument recorded in Official Records Book 110, page 355, Martin County, Florida public records.

Also described as follows:

Begin at the intersection with the East line of the Northeast one-quarter of the Southeast one-quarter (N.E. 1/4, S.E. 1/4) of Section 3, Township 38 South, Range 41 East, Martin County, Florida and the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West, along the East line of said Northeast one-quarter of the Southeast one-quarter, a distance of 603.00 feet; thence North 76° 51' 47" West, a distance of 913.60 feet to the East line of the West 440.00 feet of said Northeast one-quarter of the Southeast one-quarter (N.E. 1/4 S.E. 1/4), thence North 0° 37' 46" East, along said East line, a distance of 600.00 feet to the Southerly right-of-way line of said State Road A1A; thence South 77° 01' 09" East, along said right-of-way line a distance of 910.97 feet to the Point of Beginning.

LESS AND EXCEPTING the following described parcels:

1. Begin where the West line of the Northeast quarter of the Southeast quarter, less the West 447.50 feet thereof, Section 3, Township 38 South, Range 41 East, intersects the Southerly right-of-way line of State Road A1A; thence run South 0° 37' 46" West, along said West line a distance of 231.90 feet; thence run South 89° 22' 14" East a distance of 100.00 feet; thence run North 0° 37' 46" East, a distance of 210.00 feet to said right-of-way line; thence run North 77° 01' 09" West, a distance of 102.37 feet to the Point of Beginning.
2. Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North 88° 31' 31" West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of 89° 41' 31" and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North 01° 10' 00" East, a distance of 140.29 feet to the intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South 77° 01' 09" East, a distance of 167.77 feet to the Point of Beginning.

PARCEL TWO:

Easement for the benefit of Parcel One above created in Official Records Book 110, page 352 public records of Martin County, Florida, over the following described lands:

That portion of the East 7.5 feet of the West 440 feet of the Northeast Quarter of the Southeast Quarter of Section 3, Township 38 South, Range 41 East, that lies between the Southerly right-of-way line of new State Road A1A and a point which is 650 feet South of said new State Road A1A.

PARCEL THREE

Easement for the benefit of Parcel One above reserved in Boundary Adjustment and exchange of Quit Claim Deeds, recorded in Official Records Book 723, page 983 public records of Martin County, Florida, over the Easterly 15 feet of the following described lands:

Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North 88° 31' 31" West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of 89° 41' 31" and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North 01° 10' 00" East, a distance of 140.29 feet to the intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South 77° 01' 09" East, a distance of 167.77 feet to the Point of Beginning.

Loan No.: V_26915
Debtor: Ocean East Improvements, LLC
Tax I.D. No.: 37-1416538

Secured Party: JPMORGAN CHASE BANK

EXHIBIT "B"

to

UCC Financing Statement

All of Debtor's estate, right, title and interest in, to and under the following described property whether now owned or hereinafter acquired by Debtor (collectively, the "**Property**"):

1. Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "**Land**"), together with additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the development, ownership or occupancy of such real property, and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Mortgage and Security Agreement executed in connection herewith (the "**Security Instrument**");

2. Improvements. The buildings, structures, fixtures, additions, accessions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "**Improvements**");

3. Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

4. Fixtures and Personal Property. All machinery, equipment, goods, inventory, consumer goods, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future use, maintenance, enjoyment, operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements, and the right, title and interest of Debtor in and to any of the Property which may be subject to any

security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

5. Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "**Bankruptcy Code**") (individually, a "**Lease**"; collectively, the "**Leases**") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents (including all tenant security and other deposits), additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

6. Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

7. Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

8. Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

9. Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

10. Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

11. Agreements. All agreements, contracts (including purchase, sale, option, right of first refusal and other contracts pertaining to the Property), certificates, instruments, franchises, permits, licenses, approvals, consents, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property (including any Improvements

OR BR 01634 Pg 1445

Loan No.: V_26915
Debtor: Ocean East Improvements, LLC
Tax I.D. No.: 37-1416538

or respecting any business or activity conducted on the Land and any part thereof) and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

12. Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

13. Accounts. All accounts, accounts receivable, escrows (including, without limitation, all escrows, deposits, reserves and impounds established pursuant to that certain Escrow Agreement for Reserves and Impounds of even date herewith between Debtor and Secured Party), documents, instruments, chattel paper, claims, reserves (including deposits) representations, warranties and general intangibles, as one or more of the foregoing terms may be defined in the Uniform Commercial Code, and all contract rights, franchises, books, records, plans, specifications, permits, licenses (to the extent assignable), approvals, actions, choses, claims, suits, proofs of claim in bankruptcy and causes of action which now or hereafter relate to, are derived from or are used in connection with the Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon; and

14. Other Rights. Any and all other rights of Debtor in and to the Property and any accessions, renewals, replacements and substitutions of all or any portion of the Property and all proceeds derived from the sale, transfer, assignment or financing of the Property or any portion thereof.

DE BK 01634 PG 1446

INSTR # 1610318
 OR BK 01694 PG 2402
 RECORDED 10/29/2002 02:43:39 PM
 MARSHA EWING
 CLERK OF MARTIN COUNTY FLORIDA
 RECORDED BY L Wood

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Heather Ledford 405-236-0003
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Anderson, McCoy & Orta 100 N. Broadway, Suite 2650 Oklahoma City, Oklahoma 73102 JPMC 2002-C1 AMO File No. 707.020 ASN No. 1967

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
#1563361, OR Book 01634, Page 1439, filed on 4/04/02 with Martin County, Florida

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS ☒

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☒ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor ☒ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6a and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c, also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

Ocean East Improvements, LLC, a Delaware limited liability company, c/o DLC Management Corp., *

OR 6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
-------------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION

7a. ORGANIZATION'S NAME

Wells Fargo Bank Minnesota, N.A., as Trustee on Behalf of the Certificate Holders of J.P. Morgan Chase **

OR 7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
-------------------------------	------------	-------------	--------

7c. MAILING ADDRESS 751 Kasota Avenue, Suite MDC	CITY Minneapolis	STATE MN	POSTAL CODE 55414	COUNTRY USA
---	---------------------	-------------	----------------------	----------------

7d. TAX ID # SSN OR EIN	7e. TYPE OF ORGANIZATION DEBTOR	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATION ID #, if any ☒ NONE
-------------------------	------------------------------------	----------------------------------	--

8. AMENDMENT (COLLATERAL CHANGE): check only one box

Describe collateral ☐ deleted or ☐ added, or give entire ☐ initial collateral description, or describe collateral ☐ assigned.

* 580 White Plains Rd., 3rd Fl, Tarrytown, NY 10591

** Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2002-C1

All collateral assigned as in original UCC

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

JPMorgan Chase Bank, 270 Park Avenue, New York, NY 10017

OR 9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
-------------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA

Debtor: Ocean East Improvements, LLC, a Delaware limited liability company, c/o DLC Management Corp., 580 White Plains Rd., 3rd Fl*

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

INSTR 1997500
OR BK 02228 PG 0474
Pgs 0474 - 4791 (6pgs)
RECORDED 03/06/2007 03:03:25 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY L Wood

UCC FINANCING STATEMENT AMENDMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 12531 WACHOVIA CORPO

UCC Direct Services 10474382
P.O. Box 29071
Glendale, CA 91209-9071
FLFL
FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
1563361, bk 01634, pg 1439 04/04/02 CC FL Martin

1b. This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
REAL ESTATE RECORDS. ☒

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.
3. ☒ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in 7c, and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ **CHANGE** name and/or address: Give current record name in item 6a or 6b, also give new

name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.

☐ **DELETE** name: Give record name
to be deleted in item 6a or 6b.

☐ **ADD** name: Complete item 7a or 7b, and also
item 7c; also complete items 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
OCEAN EAST IMPROVEMENTS, LLC

OR
6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR
7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTION ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any ☐ NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment) (if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Wachovia Bank, National Association, as Master Servicer on behalf of, Wells Fargo Bank Minnesota, N.A. as Trustee for the benefit of the Certificate Holders of, Commercial Mortgage
Pass-Through Certificates Series JP Morgan 2002-C1

OR
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

10474382 Debtor Name: OCEAN EAST IMPROVEMENTS, LLC 559000024 559000024

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Prepared by: UCC Direct Services, P.O. Box 29071
Glendale, CA 91209-9071 Tel (800) 331-3282

UCC FINANCING STATEMENT AMENDMENT ADDENDUM
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

1583361, bk 01634, pg 1439 04/04/02 CC FL Martin

12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as Item 9 on Amendment form)

12a. ORGANIZATION'S NAME
Wachovia Bank, National Association, as Master Servicer on behalf of, Wells Fargo Bank Minnesota, N.A.
as Trustee for the benefit of the Certificate Holders of, Commercial Mortgage Pass-Through Certificates
Series JP Morgan 2002-C1

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

— Description: SEE ATTACHED EXHIBIT A AND B ATTACHED.

PARCEL ONE:

EX 01634 PG 1443

The following described parcel of land situate in Martin County, Florida, lying South of East Ocean Boulevard (State Road A-1-A); The Northeast quarter of the Southeast quarter, Less the West 440 feet thereof, Section 3, Township 38 South, Range 41 East, LESS parcel conveyed to James N. Bruner, as set forth in Instrument recorded in Official Records Book 110, page 355, Martin County, Florida public records.

Also described as follows:

Begin at the intersection with the East line of the Northeast one-quarter of the Southeast one-quarter (N.E. 1/4, S.E. 1/4) of Section 3, Township 38 South, Range 41 East, Martin County, Florida and the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West, along the East line of said Northeast one-quarter of the Southeast one-quarter, a distance of 603.00 feet; thence North 76° 51' 47" West, a distance of 913.60 feet to the East line of the West 440.00 feet of said Northeast one-quarter of the Southeast one-quarter (N.E. 1/4 S.E. 1/4), thence North 0° 37' 46" East, along said East line, a distance of 600.00 feet to the Southerly right-of-way line of said State Road A1A; thence South 77° 01' 09" East, along said right-of-way line a distance of 970.97 feet to the Point of Beginning.

LESS AND EXCEPTING the following described parcels:

1. Begin where the West line of the Northeast quarter of the Southeast quarter, less the West 447.50 feet thereof, Section 3, Township 38 South, Range 41 East, intersects the Southerly right-of-way line of State Road A1A; thence run South 0° 37' 46" West, along said West line a distance of 231.90 feet; thence run South 89° 22' 14" East a distance of 100.00 feet; thence run North 0° 37' 46" East, a distance of 210.00 feet to said right-of-way line; thence run North 77° 01' 09" West, a distance of 102.37 feet to the Point of Beginning.
2. Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North 88° 31' 31" West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of 89° 41' 31" and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North 01° 10' 00" East, a distance of 140.29 feet to the intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South 77° 01' 08" East, a distance of 167.77 feet to the Point of Beginning.

PARCEL TWO:

Easement for the benefit of Parcel One above created in Official Records Book 110, page 352 public records of Martin County, Florida, over the following described lands:

That portion of the East 7.5 feet of the West 440 feet of the Northeast Quarter of the Southeast Quarter of Section 3, Township 38 South, Range 41 East, that lies between the Southerly right-of-way line of new State Road A1A and a point which is 650 feet South of said new State Road A1A.

PARCEL THREE

Easement for the benefit of Parcel One above reserved in Boundary Adjustment and exchange of Quit Claim Deeds, recorded in Official Records Book 723, page 983 public records of Martin County, Florida, over the Easterly 15 feet of the following described lands:

Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North 88° 31' 31" West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of 89° 41' 31" and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North 01° 10' 00" East, a distance of 140.29 feet to the intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South 77° 01' 09" East, a distance of 167.77 feet to the Point of Beginning.

Loan No.: V_26915
Debtor: Ocean East Improvements, LLC
Tax I.D. No.: 37-1416538

Secured Party: JPMORGAN CHASE BANK

EXHIBIT "B"

to

UCC Financing Statement

All of Debtor's estate, right, title and interest in, to and under the following described property whether now owned or hereinafter acquired by Debtor (collectively, the "Property"):

1. Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "Land"), together with additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the development, ownership or occupancy of such real property, and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Mortgage and Security Agreement executed in connection herewith (the "Security Instrument");

2. Improvements. The buildings, structures, fixtures, additions, accessions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");

3. Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

4. Fixtures and Personal Property. All machinery, equipment, goods, inventory, consumer goods, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future use, maintenance, enjoyment, operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements, and the right, title and interest of Debtor in and to any of the Property which may be subject to any

53035124.03

DE BK 01634 PG 1441

Loan No.: V_26915
Debtor: Ocean East Improvements, LLC
Tax I.D. No.: 37-1416538

security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

5. Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (individually, a "Lease"; collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents (including all tenant security and other deposits), additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

6. Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

7. Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

8. Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

9. Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

10. Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

11. Agreements. All agreements, contracts (including purchase, sale, option, right of first refusal and other contracts pertaining to the Property), certificates, instruments, franchises, permits, licenses, approvals, consents, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property (including any Improvements

Loan No.: V 26915
Debtor: Ocean East Improvements, LLC
Tax I.D. No.: 37-1416538

or respecting any business or activity conducted on the Land and any part thereof) and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

12. Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

13. Accounts. All accounts, accounts receivable, escrows (including, without limitation, all escrows, deposits, reserves and impounds established pursuant to that certain Escrow Agreement for Reserves and Impounds of even date herewith between Debtor and Secured Party), documents, instruments, chattel paper, claims, reserves (including deposits) representations, warranties and general intangibles, as one or more of the foregoing terms may be defined in the Uniform Commercial Code, and all contract rights, franchises, books, records, plans, specifications, permits, licenses (to the extent assignable), approvals, actions, choses, claims, suits, proofs of claim in bankruptcy and causes of action which now or hereafter relate to, are derived from or are used in connection with the Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon; and

14. Other Rights. Any and all other rights of Debtor in and to the Property and any accessions, renewals, replacements and substitutions of all or any portion of the Property and all proceeds derived from the sale, transfer, assignment or financing of the Property or any portion thereof.

DR 01634 PG 1446

INSTR # 2183181
OR BK 02427 PG 0304
Pg 0304; (1pg)
RECORDED 12/14/2009 02:20:48 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Hunter

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Kelli Cunningham (405) 236-0003

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Anderson, McCoy & Orta PC
100 North Broadway
Suite 2600
Oklahoma City, OK 73102
AMO File No: 1958,088

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

1563361; Bk 1634, Pg 1439 filed 4/4/2002; Martin County, FL

1b. This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
☒ REAL ESTATE RECORDS

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing the Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing the Continuation Statement
continued for the additional period provided by applicable law.

4. ☒ ASSIGNMENT (to be paid): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 8.

5. AMENDMENT (PARTY INFORMATION): This amendment affects ☐ Debtor or ☐ Secured Party of Record. Check only one of these boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b, also give new
name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.

☐ DELETE name: Give record name
to be deleted in item 6a or 6b.

☐ ADD name: Complete item in 7a or 7b, and also
item 7c, also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION: (DEBTOR)

6a. ORGANIZATION'S NAME

OCEAN EAST IMPROVEMENTS, LLC, a Delaware limited liability company

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN
CHASE COMMERCIAL MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2002-C1

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

209 South LaSalle Street, Suite 300

CITY

Chicago

STATE

IL

POSTAL CODE

60604

COUNTRY

USA

7d. SEE INSTRUCTIONS

ADD INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box

(Describe collateral) ☐ deleted or ☐ added, or give entire ☐ related collateral description, or describe collateral ☐ assigned

*Secured Party address: 1055 10th Avenue SE, Minneapolis, MN 55414

Property Address: 2300 Southeast Ocean Boulevard, Stuart

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an assignment). If this is an Amendment authorized by a Debtor which
sells collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this amendment.

9a. ORGANIZATION'S NAME

WELLS FARGO BANK, N.A., SUCCESSOR-BY-MERGER TO WELLS FARGO BANK MINNESOTA, N.A., AS
TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE
SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-C1*

10. OPTIONAL FILER REFERENCE DATA

992002C1 Ocean East

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

INSTR # 2254322 OR BK 02497 PG 0664 RECD 01/14/2011 01:45:09 PM
Pg 0664; (1pg)
MARSHA EWING MARTIN COUNTY DEPUTY CLERK T Copus

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 13, 2011

CASE NO.: 4D09-3809

4D10-1505

L.T. No. : 432007CA001457

OCEAN EAST IMPROVEMENTS,
LLC

v.

B & R SUPER, LLC, ETC.,
ET AL.

Appellant / Petitioner(s),

Appellee / Respondent(s).

BY ORDER OF THE COURT:

At the request of the parties, this appeal is dismissed; further,
ORDERED that the motions filed January 21, 2010, March 3, 2010, and
August 31, 2010, for attorneys' fees and costs are hereby determined to be moot.

I HEREBY CERTIFY that the foregoing is a true copy of the original court order.

Served:

Marsha Ewing, Clerk
Lawrence Goodman

Anthony J. Carriuolo
Ryon McCabe

Jay Gamberg

kb

Marilyn Beuttenmuller
MARILYN BEUTTENMULLER, Clerk
Fourth District Court of Appeal



FILED FOR
2011 JAN 14 PM 4 12
CLERK OF DISTRICT COURT
J.C.

INSTR # 2297182
OR BK 02540 PG 2360
Pgs 2360 - 2364: (5pgs)
RECORDED 10/11/2011 03:25:42 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY L Bettineschi

UCC FINANCING STATEMENT AMENDMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 23814 WELLS FARGO CM

CT Lien Solutions 30168413
P.O. Box 29071
Glendale, CA 91209-9071 FLFL
FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
1563361, bk 01634, pg 1439 04/04/02 CC FL Martin

1b. The FINANCING STATEMENT AMENDMENT is
☒ to be filed (for record) (or recorded) in the
REAL ESTATE RECORDS

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

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Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
OCEAN EAST IMPROVEMENTS, LLC

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTION ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #: if any ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Wachovia Bank, National Association, as Master Servicer on behalf of, Wells Fargo Bank Minnesota, N.A. as Trustee for the benefit of the Certificate Holders of, Commercial Mortgage Pass-Through Certificates Series JP Morgan 2002-C1

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
30168413 Debtor Name: OCEAN EAST IMPROVEMENTS, LLC 559000024 559000024

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Prepared by: CT Lien Solutions, P.O. Box 29071
Glendale, CA 91209-9071 Tel (800) 331-3282

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

1563361, bk 01634, pg 1439 04/04/02 CC FL Martin

12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as Item 9 on Amendment form)

12a. ORGANIZATION'S NAME

Wachovia Bank, National Association, as Master Servicer on behalf of, Wells Fargo Bank Minnesota, N.A.
as Trustee for the benefit of the Certificate Holders of, Commercial Mortgage Pass-Through Certificates
Series JP Morgan 2002-C1

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

— Description: SEE ATTACHED EXHIBIT A AND B ATTACHED.

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT ADDENDUM (FORM UCC3Ad) (REV. 05/22/02)

Prepared by OT Lien Solutions, P.O. Box 00071
Glendale, CA 91209-0071 Tel (800) 331-3262

Book2540/Page2361 CFN#2297182

Order: 649200
Doc: FLMART:2540-02360

Page 2 of 5

Page 2 of 5
Requested By: elbaoberlander, Printed: 9/27/2022 6:00 PM

Page 229 of 349

EXHIBIT A

(Description of Land)

All of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being described as follows:

53055108.05

A-1

JPMORGAN CHASE BANK

PARCEL ONE:

The following described parcel of land situate in Martin County, Florida, lying South of East Ocean Boulevard (State Road A-1-A); The Northeast quarter of the Southeast quarter, Less the West 440 feet thereof. Section 3, Township 38 South, Range 41 East, LESS parcel conveyed to James N. Bruner, as set forth in instrument recorded in Official Records Book 110, page 355, Martin County, Florida public records.

Also described as follows:

Begin at the intersection with the East line of the Northeast one-quarter of the Southeast one-quarter (N.E. 1/4, S.E. 1/4) of Section 3, Township 38 South, Range 41 East, Martin County, Florida and the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West, along the East line of said Northeast one-quarter of the Southeast one-quarter, a distance of 603.00 feet; thence North 76° 51' 47" West, a distance of 913.60 feet to the East line of the West 440.00 feet of said Northeast one-quarter of the Southeast one-quarter (N.E. 1/4 S.E. 1/4), thence North 0° 37' 46" East, along said East line, a distance of 600.00 feet to the Southerly right-of-way line of said State Road A1A; thence South 77° 01' 09" East, along said right-of-way line a distance of 910.97 feet to the Point of Beginning.

LESS AND EXCEPTING the following described parcels:

1. Begin where the West line of the Northeast quarter of the Southeast quarter, less the West 447.50 feet thereof, Section 3, Township 38 South, Range 41 East, intersects the Southerly right-of-way line of State Road A1A; thence run South 0° 37' 46" West, along said West line a distance of 231.90 feet; thence run South 89° 22' 14" East a distance of 100.00 feet; thence run North 0° 37' 46" East, a distance of 210.00 feet to said right-of-way line; thence run North 77° 01' 09" West, a distance of 102.37 feet to the Point of Beginning.
2. Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North 88° 31' 31" West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of 89° 41' 31" and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North 01° 10' 00" East, a distance of 140.29 feet to the intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South 77° 01' 09" East, a distance of 167.77 feet to the Point of Beginning.

PARCEL TWO:

Easement for the benefit of Parcel One above created in Official Records Book 110, page 352 public records of Martin County, Florida, over the following described lands:

That portion of the East 7.5 feet of the West 440 feet of the Northeast Quarter of the Southeast Quarter of Section 3, Township 38 South, Range 41 East, that lies between the Southerly right-of-way line of new State Road A1A and a point which is 650 feet South of said new State Road A1A.

PARCEL THREE

Easement for the benefit of Parcel One above reserved in Boundary Adjustment and exchange of Quit Claim Deeds, recorded in Official Records Book 723, page 983 public records of Martin County, Florida, over the Easterly 15 feet of the following described lands:

Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North 88° 31' 31" West, a distance of 156.71 feet to the point of curvature

OWNAS 6/99 56

of a curve to the right having a central angle of $89^{\circ} 41' 31''$ and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North $01^{\circ} 10' 00''$ East, a distance of 140.29 feet to the intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South $77^{\circ} 01' 09''$ East, a distance of 167.77 feet to the Point of Beginning.

OWNAS 6/90 SB

INSTR # 2323974
OR BK 02569 PG 0037
Pgs 0037 - 43; (7pgs)
RECORDED 04/02/2012 08:59:30 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Hunter

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) LexisNexis BIS, LG Team (678) 694-4811	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) LexisNexis BIS, LG Team 1000 Alderman Drive MD B1/270 Alpharetta, GA 30005	

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

1a. ORGANIZATION'S NAME OCEAN EAST IMPROVEMENTS, LLC					
OR					
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS c/o DLC Management Corporation 580 White Plains Road		CITY Tarrytown	STATE NY	POSTAL CODE 10591	COUNTRY USA
1d. TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any 3499162	☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR					
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME BANK OF AMERICA, N.A.					
OR					
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS Hearst Tower 214 North Tryon Street		CITY Charlotte	STATE NC	POSTAL CODE 28255	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:
See Rider A and Exhibit A attached hereto and made a part hereof.

Check appropriate box: ☒ All documentary stamp taxes due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.
(One box must be marked) ☐ Florida Documentary Stamp Tax is not required.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. ☐ ABAND. Addendum. (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s). (optional)	ADDITIONAL FEE	All Debtors	Debtor 1	Debtor 2	

8. OPTIONAL FILER REFERENCE DATA
21418960-0564 - Ocean East Mall - for filing with Martin County, Florida

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)
FL - Martin County

2012NY000002403-002-001-001

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME OCEAN EAST IMPROVEMENTS, LLC		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only ggg name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only ggg name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR				
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing

14. Description of real estate
Ocean East Mall, 2300 Southeast Ocean Boulevard, Stuart, Florida, County of Martin

Tax Parcel No.
3-38-41-000-000-00100.70000

See Exhibit A attached hereto and made a part hereof.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

17. Check only if applicable and check only one box

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box

☐ Debtor is a TRANSMITTING UTILITY
☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years
☐ Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02) 2012NY0000002403-002-001-001
FL - Martin County

RIDER A TO UCC-1 FINANCING STATEMENT

All rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "**Property**");

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "**Land**");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Deed of Trust, Security Agreement and Fixture Filing given by Debtor to Secured Party, dated as of March 27, 2012 (the "**Security Instrument**");

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements, and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements, and every part and parcel thereof, with the appurtenances thereto;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "**Personal Property**"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), and all proceeds and products of the above;

(f) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the

Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) Insurance Proceeds. All insurance proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (collectively, the "Insurance Proceeds");

(h) Condemnation Awards. All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property (collectively, the "Awards");

(i) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements

or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default under the Security Instrument, to receive and collect any sums payable to Debtor thereunder;

(l) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(m) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including without limitation, the Accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof (collectively, the "Accounts");

(n) Proceeds. All proceeds of any of the foregoing items set forth in subsections (a) through (m) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims; and

(o) Other Rights. Any and all other rights of Debtor in and to the items set forth in subsections (a) through (n) above.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Security Instrument.

EXHIBIT A

LEGAL DESCRIPTION

PARCEL ONE:

The following described parcel of land situate in Martin County, Florida, lying South of East Ocean Boulevard (State Road A-1-A); The Northeast quarter of the Southeast quarter, Less the West 440 feet thereof, Section 3, Township 38 South, Range 41 East, LESS parcel conveyed to James N. Bruner, as set forth in instrument recorded in Official Records Book 110, page 355, Martin County, Florida public records.

Also described as follows:

Begin at the intersection with the East line of the Northeast one-quarter of the Southeast one-quarter (N.E. 1/4, S.E. 1/4) of Section 3, Township 38 South, Range 41 East, Martin County, Florida and the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West, along the East line of said Northeast one quarter of the Southeast one-quarter, a distance of 603.00 feet; thence North 76° 51' 47" West, a distance of 913.60 feet to the East line of the West 440.00 feet of said Northeast one-quarter of the Southeast one-quarter (N.E. 1/4 SE. 1/4), thence North 0° 37' 46" East, along said East line, a distance of 600.00 feet to the Southerly right-of-way line of said State Road A1A; thence South 77° 01' 09" East, along said right-of-way line a distance of 910.97 feet to the Point of Beginning.

LESS AND EXCEPTING the following described parcels:

1. Begin where the West line of the Northeast quarter of the Southeast quarter, less the West 447.50 feet thereof, Section 3, Township 38 South, Range 41 East, intersects the Southerly right-of-way line of State Road A1A; thence run South 0° 37' 46" West, along said West line a distance of 231.90 feet; thence run South 89° 22' 14" East a distance of 100.00 feet; thence run North 0° 37' 46" East, a distance of 210.00 feet to said right-of-way line; thence run North 77° 01' 09" West, a distance of 102.37 feet to the Point of Beginning.

2. Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North 88° 31' 31" West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of 89° 41' 31" and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North 01° 10' 00" East, a distance of 140.29 feet to the Intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South 77° 01' 09" East, a distance of 167.77 feet to the Point of Beginning.

PARCEL TWO:

Easement for the benefit of Parcel One above created in Official Records Book 110, page 352, public records of Martin County, Florida, over the following described lands:

EXHIBIT A - PAGE 1

That portion of the East 7.5 feet of the West 440 feet of the Northeast Quarter of the Southeast Quarter of Section 3, Township 38 South, Range 41 East, that lies between the Southerly right-of-way line of new State Road A1A and a point which is 650 feet South of said new State Road A1A.

PARCEL THREE

Easement for the benefit of Parcel One above reserved in Boundary Adjustment and exchange of Quit Claim Deeds, recorded in Official Records Book 723, page 983 public records of Martin County, Florida, over the Easterly 15 feet of the following described lands:

Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida Intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South $00^{\circ} 26' 09''$ West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North $88^{\circ} 31' 31''$ West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of $89^{\circ} 41' 31''$ and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North $01^{\circ} 10' 00''$ East, a distance of 140.29 feet to the intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South $77^{\circ} 01' 09''$ East, a distance of 167.77 feet to the Point of Beginning.

EXHIBIT A - PAGE 2



Recorded in Martin County, FL 10/26/2021 9:59 AM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: \$18.50
CFN#2922339 BK 3266 PG 2742 PAGE 1 of 2

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294				
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com				
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 2127 93363 CSC 801 Adlai Stevenson Drive Springfield, IL 62703 Filed In: Florida (Martin)				
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY				
1a. INITIAL FINANCING STATEMENT FILE NUMBER 2323974 Bk 02569 Pg 0037 04/02/2012			1b. ☒ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. File: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13.	
2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement.				
3. ☐ ASSIGNMENT: (Full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.				
4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.				
5. ☐ PARTY INFORMATION CHANGE: Check one of these two boxes: AND Check one of these three boxes to: This Change affects: ☐ Debtor or ☐ Secured Party of record. ☐ CHANGE name and/or address. Complete item 6a or 6b, and item 7a or 7b and item 7c. ☐ ADD name. Complete item 7a or 7b, and item 7c. ☐ DELETE name. Give second name to be deleted in item 6a or 6b.				
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b).				
OR 6a. ORGANIZATION'S NAME Ocean East Improvements LLC 6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) INITIAL(S) SUFFIX				
7. CHANGED OR ADDED INFORMATION: (Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name).)				
OR 7a. ORGANIZATION'S NAME 7b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S) SUFFIX				
7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY USA				
8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral Indicate collateral:				
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment). If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor.				
OR 9a. ORGANIZATION'S NAME U.S. Bank National Association, as Trustee** 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) INITIAL(S) SUFFIX				
10. OPTIONAL FILER REFERENCE DATA 030288750/BT Debtor: Ocean East Improvements LLC 2127 93363				

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
2323974 Bk 02569 Pg 0037 04/02/2012

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

U.S. Bank National Association, as Trustee**

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for a filing purposes only in some filing offices - see instruction item 13). Provide only one Debtor name (13a or 13b) (use exact full name, do not omit, modify, or abbreviate any part of the Debtor's name! see instructions if name does not fit)

13a. ORGANIZATION'S NAME Debtor: Ocean East Improvements LLC

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral)

** for Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2012-C5

15. This FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

17. Description of real estate:

16. Name and address of a RECORD OWNER of real estate described in item 17
(If Debtor does not have a record interest):

18. MISCELLANEOUS:

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT ADDENDUM (Form UCC3Ad) (Rev. 04/20/11)



Recorded in Martin County, FL 6/10/2022 8:39 AM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
CFN#2965076 BK 3318 PG 1923 PAGE 1 of 9

Filing # 151043474 E-Filed 06/07/2022 05:30:23 PM

IN THE CIRCUIT COURT OF THE
NINETEENTH JUDICIAL CIRCUIT, IN
AND FOR MARTIN COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO.2022-473 CA

U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE FOR MORGAN STANLEY
CAPITAL I INC., COMMERCIAL
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2012-C5,

Plaintiff,

vs.

OCEAN EAST IMPROVEMENTS, LLC, a
Delaware limited liability company,

Defendant.

NOTICE OF LIS PENDENS

TO DEFENDANT: OCEAN EAST IMPROVEMENTS, LLC, a Delaware
limited liability company, and all others whom it may concern:

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING:

(a) The Plaintiff has instituted this action against you seeking to foreclose a mortgage
the real property described on the attached Exhibit A;

BILZIN SUMBERG BAENA PRICE & AXELROD LLP
1450 Brickell Avenue, Suite 2300, Miami, FL 33131-3456

(b) The Plaintiff in this action is **U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY CAPITAL I INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2012-C5**, a REMIC trust, the trustee of which is a national banking association under the National Banking Act, which exists under the authority of the Office of the Comptroller of the Currency;

(c) The date of institution of this action is June 7, 2022.

(d) The real and personal property that is the subject matter of this action is in Martin County, Florida, and is described on **Exhibit A** (real property) and **Exhibit B** (improvements, personal property, and other collateral) attached hereto.

DATED this 7th day of June, 2022.

Respectfully submitted,

**BILZIN SUMBERG BAENA
PRICE & AXELROD LLP**
Counsel for Plaintiff
1450 Brickell Avenue, Suite 2300
Miami, Florida 33131
Phone: (305) 350-2414

By: /s/ Jake M. Greenberg
Jeffrey I. Snyder
Florida Bar No. 21281
jsnyder@bilzin.com
Jake M. Greenberg
Florida Bar No.: 91118
jgreenberg@bilzin.com
pvilla@bilzin.com
eservice@bilzin.com

EXHIBIT A

Legal Description

EXHIBIT A

LEGAL DESCRIPTION

PARCEL ONE:

The following described parcel of land situate in Martin County, Florida, lying South of East Ocean Boulevard (State Road A-1-A); The Northeast quarter of the Southeast quarter, Less the West 440 feet thereof, Section 3, Township 38 South, Range 41 East, LESS parcel conveyed to James N. Bruner, as set forth in instrument recorded in Official Records Book 110, page 355, Martin County, Florida public records.

Also described as follows:

Begin at the intersection with the East line of the Northeast one-quarter of the Southeast one-quarter (N.E. 1/4, S.E. 1/4) of Section 3, Township 38 South, Range 41 East, Martin County, Florida and the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West, along the East line of said Northeast one-quarter of the Southeast one-quarter, a distance of 603.00 feet; thence North 76° 51' 47" West, a distance of 913.60 feet to the East line of the West 440.00 feet of said Northeast one-quarter of the Southeast one-quarter (N.E. 1/4 S.E. 1/4), thence North 0° 37' 46" East, along said East line, a distance of 600.00 feet to the Southerly right-of-way line of said State Road A1A; thence South 77° 01' 09" East, along said right-of-way line a distance of 910.97 feet to the Point of Beginning.

LESS AND EXCEPTING the following described parcels:

1. Begin where the West line of the Northeast quarter of the Southeast quarter, less the West 447.50 feet thereof, Section 3, Township 38 South, Range 41 East, intersects the Southerly right-of-way line of State Road A1A; thence run South 0° 37' 46" West, along said West line a distance of 231.90 feet; thence run South 89° 22' 14" East a distance of 100.00 feet; thence run North 0° 37' 46" East, a distance of 210.00 feet to said right-of-way line; thence run North 77° 01' 09" West, a distance of 102.37 feet to the Point of Beginning.

2. Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North 88° 31' 31" West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of 89° 41' 31" and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North 01° 10' 00" East, a distance of 140.29 feet to the Intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South 77° 01' 09" East, a distance of 167.77 feet to the Point of Beginning.

PARCEL TWO:

Easement for the benefit of Parcel One above created in Official Records Book 110, page 352, public records of Martin County, Florida, over the following described lands.

EXHIBIT A - PAGE 1

That portion of the East 7.5 feet of the West 440 feet of the Northeast Quarter of the Southeast Quarter of Section 3, Township 38 South, Range 41 East, that lies between the Southerly right-of-way line of new State Road A1A and a point which is 650 feet South of said new State Road A1A.

PARCEL THREE

Easement for the benefit of Parcel One above reserved in Boundary Adjustment and exchange of Quit Claim Deeds, recorded in Official Records Book 723, page 983 public records of Martin County, Florida, over the Easterly 15 feet of the following described lands:

Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South $00^{\circ} 26' 09''$ West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North $88^{\circ} 31' 31''$ West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of $89^{\circ} 41' 31''$ and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North $01^{\circ} 10' 00''$ East, a distance of 140.29 feet to the intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South $77^{\circ} 01' 09''$ East, a distance of 167.77 feet to the Point of Beginning.

EXHIBIT A - PAGE 2

EXHIBIT B

Personal Property

9545319.1

RIDER A TO UCC-1 FINANCING STATEMENT

All rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "Property"):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "Land");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Deed of Trust, Security Agreement and Fixture Filing given by Debtor to Secured Party, dated as of March 27, 2012 (the "Security Instrument");

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements, and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements, and every part and parcel thereof, with the appurtenances thereto;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), and all proceeds and products of the above;

(f) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the

10/14/2023

RIDER A - PAGE 1

Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) Insurance Proceeds. All insurance proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (collectively, the "Insurance Proceeds");

(h) Condemnation Awards. All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property (collectively, the "Awards");

(i) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any improvements

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KUDER A - PAGE 2

or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default under the Security Instrument, to receive and collect any sums payable to Debtor thereunder;

(l) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(m) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including without limitation, the Accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof (collectively, the "Accounts");

(n) Proceeds. All proceeds of any of the foregoing items set forth in subsections (a) through (m) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims; and

(o) Other Rights. Any and all other rights of Debtor in and to the items set forth in subsections (a) through (n) above.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Security Instrument.

(10/16/2021)

RIDER A - PAGE 3



Recorded in Martin County, FL 6/20/2022 11:08 AM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
CFN#2966535 BK 3320 PG 546 PAGE 1 of 9

Filing # 151295533 E-Filed 06/10/2022 04:52:46 PM

IN THE CIRCUIT COURT OF THE
NINETEENTH JUDICIAL CIRCUIT, IN
AND FOR MARTIN COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO.: 22-000473-CAAXMX

U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE FOR MORGAN STANLEY
CAPITAL I INC., COMMERCIAL
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2012-C5,

Plaintiff,

vs.

OCEAN EAST IMPROVEMENTS, LLC, a
Delaware limited liability company,

Defendant.

NOTICE OF LIS PENDENS

TO DEFENDANT: OCEAN EAST IMPROVEMENTS, LLC, a Delaware
limited liability company, and all others whom it may concern:

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING:

(a) The Plaintiff has instituted this action against you seeking to foreclose a mortgage
the real property described on the attached Exhibit A:

BILZIN SUMBERG BAENA PRICE & AXELROD LLP
1450 Brickell Avenue Suite 2300, Miami, FL 33131-3458

(b) The Plaintiff in this action is **U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY CAPITAL I INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2012-C5**, a REMIC trust, the trustee of which is a national banking association under the National Banking Act, which exists under the authority of the Office of the Comptroller of the Currency;

(c) The date of institution of this action is June 7, 2022.

(d) The real and personal property that is the subject matter of this action is in Martin County, Florida and is described on **Exhibit A** (real property) and **Exhibit B** (improvements, personal property, and other collateral) attached hereto.

DATED this 10th day of June, 2022.

Respectfully submitted,

**BILZIN SUMBERG BAENA
PRICE & AXELROD LLP**
Counsel for Plaintiff
1450 Brickell Avenue, Suite 2300
Miami, Florida 33131
Phone: (305) 350-2414

By: /s/ Jake M. Greenberg
Jeffrey I. Snyder
Florida Bar No. 21281
jsnyder@bilzin.com
Jake M. Greenberg
Florida Bar No.: 91118
jgreenberg@bilzin.com
pvilla@bilzin.com
eservice@bilzin.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of June, 2022, a true and correct copy of the foregoing was served via U.S. Mail to Ocean East Improvements, LLC, by serving its Registered Agent, NRAI Services, Inc., 1200 South Pine Island Road, Plantation, FL 33324.

BY: /s/ Jake M. Greenberg

EXHIBIT A

Legal Description

EXHIBIT A

LEGAL DESCRIPTION

PARCEL ONE:

The following described parcel of land situate in Martin County, Florida, lying South of East Ocean Boulevard (State Road A-1-A), The Northeast quarter of the Southeast quarter, Less the West 440 feet thereof, Section 3, Township 38 South, Range 41 East, LESS parcel conveyed to James N. Bruner, as set forth in instrument recorded in Official Records Book 110, page 355, Martin County, Florida public records.

Also described as follows:

Begin at the intersection with the East line of the Northeast one-quarter of the Southeast one-quarter (N.E. 1/4, S.E. 1/4) of Section 3, Township 38 South, Range 41 East, Martin County, Florida and the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West, along the East line of said Northeast one-quarter of the Southeast one-quarter, a distance of 603.00 feet; thence North 76° 51' 47" West, a distance of 913.60 feet to the East line of the West 440.00 feet of said Northeast one-quarter of the Southeast one-quarter (N.E. 1/4 SE. 1/4), thence North 0° 37' 46" East, along said East line, a distance of 600.00 feet to the Southerly right-of-way line of said State Road A1A; thence South 77° 01' 09" East, along said right-of-way line a distance of 910.97 feet to the Point of Beginning.

LESS AND EXCEPTING the following described parcels:

1. Begin where the West line of the Northeast quarter of the Southeast quarter, less the West 447.50 feet thereof, Section 3, Township 38 South, Range 41 East, intersects the Southerly right-of-way line of State Road A1A; thence run South 0° 37' 46" West, along said West line a distance of 231.90 feet; thence run South 89° 22' 14" East a distance of 100.00 feet; thence run North 0° 37' 46" East, a distance of 210.00 feet to said right-of-way line; thence run North 77° 01' 09" West, a distance of 102.37 feet to the Point of Beginning.

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Easement for the benefit of Parcel One above created in Official Records Book 110, page 352, public records of Martin County, Florida, over the following described lands:

EXHIBIT A - PAGE 1

That portion of the East 7.5 feet of the West 440 feet of the Northeast Quarter of the Southeast Quarter of Section 3, Township 38 South, Range 41 East, that lies between the Southerly right-of-way line of new State Road A1A and a point which is 650 feet South of said new State Road A1A.

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Easement for the benefit of Parcel One above reserved in Boundary Adjustment and exchange of Quit Claim Deeds, recorded in Official Records Book 723, page 983 public records of Martin County, Florida, over the Easterly 15 feet of the following described lands:

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EXHIBIT A - PAGE 2

EXHIBIT B

Personal Property

9545319.1

RIDER A TO UCC-1 FINANCING STATEMENT

All rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "Property").

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "Land");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Deed of Trust, Security Agreement and Fixture Filing given by Debtor to Secured Party, dated as of March 27, 2012 (the "Security Instrument").

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements, and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements, and every part and parcel thereof, with the appurtenances thereto;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), and all proceeds and products of the above.

(f) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the

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RIDER A - PAGE 1

Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt.

(g) Insurance Proceeds. All insurance proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (collectively, the "Insurance Proceeds");

(h) Condemnation Awards. All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property (collectively, the "Awards");

(i) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements

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RIDER A - PAGE 2

or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default under the Security Instrument, to receive and collect any sums payable to Debtor thereunder;

(l) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(m) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including without limitation, the Accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof (collectively, the "Accounts");

(n) Proceeds. All proceeds of any of the foregoing items set forth in subsections (a) through (m) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims; and

(o) Other Rights. Any and all other rights of Debtor in and to the items set forth in subsections (a) through (n) above.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Security Instrument.

RIDER A - PAGE 3

IN THE CIRCUIT COURT OF THE
NINETEENTH JUDICIAL CIRCUIT IN
AND FOR MARTIN COUNTY, FLORIDA

U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE FOR MORGAN STANLEY
CAPITAL I INC., COMMERCIAL
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2012-C5,

CIRCUIT CIVIL DIVISION

CASE NO: 22-000473-CAAXMX

Plaintiff,

v.

OCEAN EAST IMPROVEMENTS, LLC, a
Delaware limited liability company,

Defendant.

FINAL JUDGMENT OF FORECLOSURE

THIS ACTION was heard by the Court on September 21, 2022, on *Plaintiff's Motion for Final Judgment of Foreclosure* (the "Motion"). The Court examined the evidence presented, reviewed the Motion, and is otherwise fully advised.

After due consideration, the Court finds that there is no genuine issue as to any material fact. The Affidavit of Javier Callejas (the "Plaintiff Affidavit") filed in Support of the Motion establishes each of the elements of claims for Foreclosure of Mortgage (Count I) and Foreclosure of Security Instrument (Count II). Defendant has not filed any paper or pleading in this action and has, otherwise, failed to appear in this action.

It is hereby **ORDERED AND ADJUDGED** that

1. **Final Judgment.** The Plaintiff is entitled to entry of final judgment. The Motion is GRANTED and Final judgment of foreclosure on Counts I and II of the Complaint is GRANTED in favor of Plaintiff U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN

STANLEY CAPITAL I INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2012-C5 ("Plaintiff") with a last known address of 200 S Biscayne Blvd., Suite 3550, Miami, Florida 33131, and against Defendant OCEAN EAST IMPROVEMENTS, LLC.

2. **Value of Claim.** At the initiation of this action, in accordance with section 28.241(1)(a)2.b., Florida Statutes, Plaintiff estimated the amount in controversy of the claim to be \$9,000,000.00. In accordance with section 28.241(1)(a)2.c., Florida Statutes, the Court identifies the actual value of the claim to be \$8,686,889.89, as set forth below. For any difference between the estimated amount in controversy and the actual value of the claim that requires the filing fee to be adjusted, the Clerk shall adjust the filing fee. In determining whether the filing fee needs to be adjusted, the graduated filing fee scale in section 28.241(1)(a)2.d., Florida Statutes, controls. If an excess filing fee was paid, the Clerk shall provide a refund of the excess fee. If any additional filing fee is owed, the Plaintiff shall pay the additional fee at least five business days prior to the judicial sale. If any additional filing fee owed is not paid prior to the judicial sale, the Clerk shall cancel the judicial sale without further order of the Court.

3. **Service of Complaint.** Defendant OCEAN EAST IMPROVEMENTS, LLC, a Delaware limited liability company ("Defendant") with a last known address of 565 Taxter Road, Suite 400, Elmsford, NY 10523 has been served with a copy of the Summons and Complaint filed in this action.

4. **Amounts Due.** Effective September 21, 2022, Defendant owes Plaintiff the TOTAL SUM of **\$8,686,889.89** as set forth below:

Unpaid Principal Secured by Mortgage	\$9,078,866.96
Regular Interest:	\$149,515.50

Default Rate Interest	\$176,908.28
Late Fees:	\$11,812.10
Special Servicing Fees	\$60,719.11
Property Protective Advances	\$18,641.89
Interest on Protective Advances	\$1,541.59
Liquidation Fee	\$92,891.36
Bank Account Maintenance Fees	\$5,200.00
Cash Management Admin Fees	\$350.00
UCC Filing Fees	\$276.50
Payoff Processing Fees	\$1,500
Attorneys' Fees – Fla. Stat § 702.065	\$28,937.50
Tax Escrow Reserve Balance	(\$108,726.48)
Reserve Balance	(\$566,904.51)
Excess Cash/Unapplied	(\$264,639.91)

TOTAL SUM: \$8,686,889.89

5. Post Judgment Interest. The foregoing TOTAL SUM shall bear interest from the date of this Final Judgment forward at the statutory post-judgment interest rate under § 55.03, Fla. Stat.

6. Lien on Property. Plaintiff holds a lien for the TOTAL SUM that is superior to all claims or estates of Defendant, on the following described real and personal property (the "Encumbered Property") in Martin County, Florida:

EXHIBIT A**LEGAL DESCRIPTION****PARCEL ONE:**

The following described parcel of land situate in Martin County, Florida, lying South of East Ocean Boulevard (State Road A-1-A); The Northeast quarter of the Southeast quarter, Less the West 440 feet thereof, Section 3, Township 38 South, Range 41 East, LESS parcel conveyed to James N. Bruner, as set forth in instrument recorded in Official Records Book 110, page 355, Martin County, Florida public records.

Also described as follows:

Begin at the intersection with the East line of the Northeast one-quarter of the Southeast one-quarter (N.E. 1/4, S.E. 1/4) of Section 3, Township 38 South, Range 41 East, Martin County, Florida and the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West, along the East line of said Northeast one quarter of the Southeast one-quarter, a distance of 603.00 feet; thence North 76° 51' 47" West, a distance of 913.60 feet to the East line of the West 440.00 feet of said Northeast one-quarter of the Southeast one-quarter (N.E. 1/4 SE. 1/4), thence North 0° 37' 46" East, along said East line, a distance of 600.00 feet to the Southerly right-of-way line of said State Road A1A; thence South 77° 01' 09" East, along said right-of-way line a distance of 910.97 feet to the Point of Beginning.

LESS AND EXCEPTING the following described parcels:

1. Begin where the West line of the Northeast quarter of the Southeast quarter, less the West 447.50 feet thereof, Section 3, Township 38 South, Range 41 East, intersects the Southerly right-of-way line of State Road A1A; thence run South 0° 37' 46" West, along said West line a distance of 231.90 feet; thence run South 89° 22' 14" East a distance of 100.00 feet; thence run North 0° 37' 46" East, a distance of 210.00 feet to said right-of-way line; thence run North 77° 01' 09" West, a distance of 102.37 feet to the Point of Beginning.

2. Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North 88° 31' 31" West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of 89° 41' 31" and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North 01° 10' 00" East, a distance of 140.29 feet to the Intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South 77° 01' 09" East, a distance of 167.77 feet to the Point of Beginning.

PARCEL TWO:

Easement for the benefit of Parcel One above created in Official Records Book 110, page 352, public records of Martin County, Florida, over the following described lands:

That portion of the East 7.5 feet of the West 440 feet of the Northeast Quarter of the Southeast Quarter of Section 3, Township 38 South, Range 41 East, that lies between the Southerly right-of-way line of new State Road A1A and a point which is 650 feet South of said new State Road A1A.

PARCEL THREE

Easement for the benefit of Parcel One above reserved in Boundary Adjustment and exchange of Quit Claim Deeds, recorded in Official Records Book 723, page 983 public records of Martin County, Florida, over the Easterly 15 feet of the following described lands:

Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South $00^{\circ} 26' 09''$ West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North $88^{\circ} 31' 31''$ West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of $89^{\circ} 41' 31''$ and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North $01^{\circ} 10' 00''$ East, a distance of 140.29 feet to the intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South $77^{\circ} 01' 09''$ East, a distance of 167.77 feet to the Point of Beginning.

All rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "Property"):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "Land");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Deed of Trust, Security Agreement and Fixture Filing given by Debtor to Secured Party, dated as of March 27, 2012 (the "Security Instrument");

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements, and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements, and every part and parcel thereof, with the appurtenances thereto;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), and all proceeds and products of the above;

(f) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the

Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) Insurance Proceeds. All insurance proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (collectively, the "Insurance Proceeds");

(h) Condemnation Awards. All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property (collectively, the "Awards");

(i) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements

or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default under the Security Instrument, to receive and collect any sums payable to Debtor thereunder;

(l) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(m) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including without limitation, the Accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof (collectively, the "Accounts");

(n) Proceeds. All proceeds of any of the foregoing items set forth in subsections (a) through (m) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims; and

(o) Other Rights. Any and all other rights of Debtor in and to the items set forth in subsections (a) through (n) above.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Security Instrument.

7. **Sale of Property.** If the TOTAL SUM together with interest at the rate described in paragraph 5 and all costs accrued subsequent to this judgment are not paid to the Plaintiff, the Clerk of the Court shall sell the subject Encumbered Property at public sale to the highest bidder for cash on **October 25, 2022, at 10:00a.m. Eastern Standard Time (EST) at www.martin.realforeclose.com**, in accordance with Chapter 45, Florida Statutes. The public sale shall not be postponed or canceled without a court order. All orders postponing or canceling the sale must be filed with the Clerk of Court no later than 5:00 p.m. five (5) business days before the sale date. Counsel for plaintiff must be certain that all sale and Clerk fees are paid and that the original proof of publication is filed no less than five (5) business days before the sale date. Failure to timely file the original proof of publication of the notice of sale and pay the sale and Clerk fees will stop the sale. Additionally, the failure of plaintiff's counsel to pay the sale fee and properly and timely publish the notice of sale may result in sanctions against the

plaintiff, plaintiff's counsel individually, and the law firm representing the plaintiff. Any electronic sale by the Clerk shall be in accordance with the written administrative policy for electronic sales published by the Clerk at the official website for the Clerk and posted in the public areas of the Clerk's offices.

8. **Costs of Sale.** Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If plaintiff is the purchaser, plaintiff shall file an affidavit within 5 business days and the Clerk shall credit plaintiff's bid with the total sum with post-judgment interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full. The Clerk shall receive the service charge imposed in section 45.031, Florida Statutes.

9. **Distribution of Proceeds.** On filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, as follows: first, all of the Plaintiff's costs; second, documentary stamps affixed to the Certificate; third, Plaintiff's attorneys' fees; fourth, the TOTAL SUM due to the Plaintiff, less the items paid, plus interest at the rate described in paragraph 3 from this date to the date of the sale. Any remaining amount shall be retained pending the further Order of this Court.

10. **Right of Redemption.** Upon filing of the Certificate of Sale, Defendant and all persons claiming under or against Defendant since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the Encumbered Property, except as to claims or rights under Chapter 718 or Chapter 720, Florida Statutes, if any. Upon filing of the Certificate of Title, the person named on the Certificate of Title shall be let into possession of the Encumbered Property.

11. **Right of Possession.** Upon filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property. If any defendant or tenant remains in possession of the property, an Order Granting the Motion for Writ of Possession shall be entered without further notice or hearing, subject to the purchaser's compliance with Section 83.561, Florida Statutes.

12. **Attorneys' Fees.** The Court finds that Plaintiff is entitled to its reasonable attorneys' fees and costs incurred in connection with this action. Because a default judgment has been entered against the Borrower and because the fees requested do not exceed 3% of the principal amount owed at the time the Complaint was filed, it is not necessary for the court to hold a hearing or adjudge the requested attorneys' fees to be reasonable.

13. **Assignment of Judgment.** This Final Judgment and the right to credit bid at a foreclosure sale of the Encumbered Property may be assigned by Plaintiff without further order of the Court.

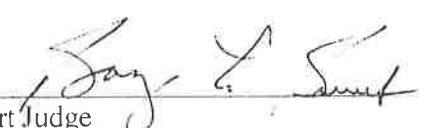
14. **Jurisdiction Retained.** Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a deficiency judgment, writs of possession and such supplemental relief or judgments as may be appropriate.

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT. IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, IF ANY, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN THE DATE THAT THE CLERK REPORTS THE FUNDS

AS UNCLAIMED. IF YOU FAIL TO FILE A TIMELY CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, CAROLYN TIMMANN, MARTIN COUNTY CLERK OF COURT AND COMPTROLLER, 100 EAST OCEAN BOULEVARD, STUART, FLORIDA 34994, WITHIN 10 DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

DONE AND ORDERED in Martin County, Florida, this 21 day of Sept, 2022.


Circuit Court Judge

Copies provided as follows:

Jake M. Greenberg, Esq.

Plaintiff's counsel shall serve paper copies of this Final Judgment on the Defendant Ocean East Improvements, LLC via U.S. Mail to the following address:

Ocean East Improvements, LLC
c/o Registered Agent
NRAI Services, Inc.
1200 South Pine Island Road
Plantation, Florida 33324

22000473CAAXMX - US BANK NATIONAL ASSOCIATION AS TRUSTEE vs. OCEAN EAST IMPROVEMENTS LLC

SUMMARY

Judge:	Court Type:	Case Type:
SWEET, GARY L	Circuit Civil	REAL PROPERTY/MORT FORECL-COMMERCIAL \$250,000+
Case Number:	Uniform Case Number:	Status:
22000473CAAXMX	432022CA000473CAAXMX	CLOSED
Clerk File Date:	Status Date:	Waive Speedy Trial:
6/7/2022	9/21/2022	
Total Fees Due:	Custody Location:	Agency:
0.00		
Agency Report Number:		Foreclosure:
		CLOSED - 9/21/2022

PARTIES

TYPE	PARTY NAME	ATTORNEY
ATTORNEY	GREENBERG, JAKE M	
ATTORNEY	PRO SE	
PLAINTIFF	US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR MORGAN STANLEY CAPITAL I INC COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2012-C5	GREENBERG, JAKE M (Main Attorney)
DEFENDANT	OCEAN EAST IMPROVEMENTS LLC	PRO SE (Main Attorney)

EVENTS

DATE	EVENT	JUDGE	LOCATION	RESULT
10/25/2022 10:00 AM	FORECLOSURE SALES	SALE, FORECLOSURE	ONLINE	
9/21/2022 9:40 AM	HEARING	SWEET, GARY L	THIRD FLOOR ROOM 1	DISPOSED

OUTSTANDING AMOUNT

COUNT	CODE	DESCRIPTION	ASSESSMENT	PAID	WAIVED	BALANCE	PAYMENT PLAN / JUDGMENT	DUE DATE
1	AF02	FORECLOSURE - 50,000	\$905.00	\$905.00	\$0.00	\$0.00		
2	NNLP-EPORTAL	NOTICE LIS PENDENS - EPORTAL	\$5.00	\$5.00	\$0.00	\$0.00		
3	NNLP-EPORTAL	NOTICE LIS PENDENS - EPORTAL	\$32.00	\$32.00	\$0.00	\$0.00		
4	EPORTAL SUMMONS \$10.	EPORTAL SUMMONS \$10.00	\$10.00	\$10.00	\$0.00	\$0.00		
5	FCL1000	FORCLOSURE BRACKET INCREASE \$1000	\$1,000.00	\$1,000.00	\$0.00	\$0.00		
6	NNLP-EPORTAL	NOTICE LIS PENDENS - EPORTAL	\$5.00	\$5.00	\$0.00	\$0.00		
7	NNLP-EPORTAL	NOTICE LIS PENDENS - EPORTAL	\$32.00	\$32.00	\$0.00	\$0.00		
			Total Outstanding: \$0.00					

RECEIPTS

DATE	RECEIPT #	APPLIED AMOUNT
6/13/2022	220017899	\$37.00
6/13/2022	220017873	\$0.00
6/10/2022	220017777	\$1,000.00
6/8/2022	220017389	\$952.00

CASE DOCKETS

DIN	IMAGE	DATE	ENTRY
37		9/21/2022	CASE CLOSED
36		9/21/2022	FORECLOSURE SALES SET FOR 10/25/2022 AT 10:00 AM IN ONLINE , JDG: SALE, FORECLOSURE
35		9/21/2022	FINAL JUDGMENT OF FORECLOSURE; HEARING 10.25.22 AT 10:00 AM; SIGNED 9.21.22:
34		9/21/2022	COURT MINUTES - 09/21/2022 AT 9:40 AM ON PLAINTIFF'S MOTION FOR FINAL JUDGMENT OF FORECLOSURE
33		9/14/2022	NOTICE OF FILING - ORIGINAL PROMISSORY NOTE AND ALLONGE
32		9/13/2022	NOTICE OF FILING -COPY OF ORIGINAL PROMISSORY NOTE:
31		9/7/2022	HEARING SET FOR 09/21/2022 AT 9:40 AM IN A3-1 , JDG: SWEET, GARY L
30		9/6/2022	NOTICE OF HEARING 9.21.22 AT 9:40 AM PLAINTIFF'S MOTION FOR FINAL JUDGMENT OF FORECLOSURE:
29		9/6/2022	PLAINTIFF'S MOTION FOR FINAL JUDGMENT OF FORECLOSURE:
28		7/12/2022	CLERK'S NOTATION OF E-FILING ERROR - THE FILER WAS NOTIFIED TO CORRECT THE IDENTIFIED ISSUE FROM THE PENDING QUEUE WITHIN 5 DAYS -THE CORRECTION WAS SUBMITTED UNDER A NEW FILING NUMBER
27		7/12/2022	CLERK'S DEFAULT ENTERED AGAINST DEFENDANT OCEAN EAST IMPROVEMENTS LLC- RETURNED TO ATTORNEY VIA EPORTAL:
26		7/12/2022	PROPOSED CLERK'S DEFAULT AGAINST DEFENDANT OCEAN EAST IMPROVEMENTS, LLC:

DIN	IMAGE	DATE	ENTRY
25	 11	7/12/2022	MOTION FOR CLERK'S DEFAULT AGAINST DEFENDANT OCEAN EAST IMPROVEMENTS, LLC:
24	 1	6/23/2022	RETURN OF SERVICE- SUMMONS RETURNED SERVED ON OCEAN EAST IMPROVEMENTS LLC BY SERVING DONNA MOCH 6.16.22 AT 9:20 AM (NO SUMMONS ATTACHED):
23	 9	6/21/2022	NOTICE OF LIS PENDENS RETURNED FROM OFFICIAL RECORDS BK 3320 PG 546:
22		6/17/2022	CLERK'S NOTES: NOTICE OF LIS PENDENS AND RECEIPT SENT TO RECORDING
21		6/16/2022	FORECLOSURE > 250,000 ASSESSED \$1905.00
20	 2	6/13/2022	PAYMENT \$37.00 RECEIPT #220017899
19	 2	6/13/2022	RECEIPT # 220017873 MODIFIED: PAYMENT \$0.00
18	 9	6/13/2022	NOTICE OF LIS PENDENS RETURNED FROM OFFICIAL RECORDS BK 3318 PG 1923:
17	 2	6/13/2022	PAYMENT \$37.00 RECEIPT #220017873
16	 9	6/10/2022	NOTICE OF LIS PENDENS
13	 2	6/10/2022	PAYMENT \$1,000.00 RECEIPT #220017777
12		6/10/2022	FORCLOSURE BRACKET INCREASE \$1000 ASSESSED \$1000.00
15		6/8/2022	CLERK'S NOTES: NOTICE OF LIS PENDENS AND RECEIPT SENT TO RECORDING
11	 6	6/8/2022	SUMMONS ISSUED TO OCEAN EAST IMPROVEMENTS LLC- RETURNED TO ATTORNEY VIA EPORTAL:
10	 1	6/8/2022	PAYMENT \$952.00 RECEIPT #220017389
5		6/8/2022	EPORTAL SUMMONS \$10.00 ASSESSED \$10.00
4		6/8/2022	NOTICE LIS PENDENS - EPORTAL ASSESSED \$32.00
3		6/8/2022	NOTICE LIS PENDENS - EPORTAL ASSESSED \$5.00
1		6/8/2022	FORECLOSURE > 50,000 ASSESSED \$905.00
2		6/8/2022	CASE FILED 06/08/2022 CASE NUMBER 22000473CAAXMX
9	 4	6/7/2022	PROPOSED 20 DAY SUMMONS TO BE ISSUED AND RETURNED BY EMAIL \$10 FOR OCEAN EAST IMPROVEMENTS LLC
8	 9	6/7/2022	NOTICE OF LIS PENDENS:
7	 199	6/7/2022	VERIFIED COMPLAINT FOR FORECLOSURE
6	 3	6/7/2022	CIVIL COVER SHEET

CIRCUIT COURT OF THE 19TH JUDICIAL CIRCUIT IN AND FOR MARTIN COUNTY, FLORIDA

CASE NO: 12-1950-CA
Judge: F. Shields McManus

IN RE: The Petition of

RUTH PIETRUSZEWSKI, Tax Collector, In and
For Martin County, Florida, For Ratification
of Tax Warrants on Delinquent Personal Property
Taxes for 2010 and Prior Years as Advertised.

FILED FOR RECORD
MARTIN COUNTY, FL
Date 1/2/13 Time 3:10 pm
MARSHA EWING
CLERK OF CIRCUIT COURT
By R. McManus D.C.

FINAL JUDGMENT RATIFYING ISSUANCE OF TAX WARRANTS

THIS CAUSE having come before the Court on January 2, 2013 on the Plaintiff's Petition for Order Ratifying and Confirming Issuance of Tax Warrants, and it appearing to the Court that all statutory requirements have been met by the Plaintiff, it is therefore

ORDERED AND ADJUDGED as follows:

1. The Martin County Tax Collector, or her deputy, is directed to levy upon and seize so much of the tangible personal property of the respondents listed on Exhibit "A" as is necessary to satisfy the unpaid Tangible Personal Property Tax together with interest at the rate of 1 ½ % per month on the base tax amount until paid. The delinquent taxpayers and warrants subject to this order are listed on Exhibit "A" attached hereto.

2. Issuance of Tax Warrants for delinquent taxes for the years 2010 and prior years Tangible Personal Property Taxes of the said delinquent taxpayers is hereby ratified and confirmed.

3. The Tax Collector, Clerk of the Court and Sheriff's of the State are authorized to collect all costs and fees expended in their official duty of levying upon and seizing and sale of the personal property, including but not limited to: a pro rata portion of the filing fee of the Petition, the fee charged by the Clerk of Court for notice of filing the Petition, a pro rata portion of the advertising fees or charges, a pro rata portion of the attorney's fees incurred in the filing of the Petition, statutory fees of the Tax Collector, Sheriff and Clerk of the Court, storage fees, transportation costs and insurance fees, whether or not the exact sum of such costs and fees are determinable at the time this Order is rendered.

4. Pursuant to §197.413(8), Fla. Stat. (2007), the tax warrants herein ratified and confirmed hereby have the same force as a writ of garnishment upon any person who has any goods, moneys, chattels, or effects of the delinquent taxpayer in his or her hands, possession, or control or who is indebted to such delinquent taxpayer.

5. The Court retains jurisdiction over the matters raised in the Petition to hear such objections of taxpayers to the levy and seizure of their tangible personal property as may be warranted under the statutes and the laws of the State of Florida.

6. A copy of this Final Judgment shall be furnished to said respondents at their mailing addresses listed on Exhibit "A" attached hereto, by regular mail.

DONE AND ORDERED at Stuart, Martin County, Florida this 2^d day of January, 2013.

F. Shields McManus
F. SHIELDS MCMANUS
Circuit Court Judge

Copies to: for
Robert J. Elder III, Esq. ✓
Respondents will be mailing
Copies by Robert J. Elder III

EXHIBIT "A" TO FINAL JUDGMENT

Tax Year	Parcel Number	Own Name	Mailing Address	City	State	Original Tax	Amount Paid	Balance Due
2010	100020014161	LEAF FINANCIAL CORPORATION	2006 MARKET ST 15TH FLR	PHILADELPHIA	PA	\$329.35	\$0.00	\$329.35
2010	100000095632	DENNY'S RESTAURANT	431 FAIRWAY DR STE 300	DEERFIELD	FL	\$341.30	\$0.00	\$341.30
2010	100003446892	T C WATERSPORTS	3291 B NE INDIAN RIVER DR	JENSEN BEACH	FL	\$367.12	\$0.00	\$367.12
2010	100010155943	WALSH, MICHAEL L	2173 SW OAK RIDGE RD	PALM CITY	FL	\$367.12	\$0.00	\$367.12
2010	100020012936	TAQUERIA EL MARIACHI LLC	4210 GARDENIA AVE	LAKE WORTH	FL	\$367.12	\$0.00	\$367.12
2010	100020012749	SREDNIAWA, MIROSLAW T	2999 SW SUNSET TRCE	PALM CITY	FL	\$367.12	\$0.00	\$367.12
2010	100020014855	UCELO, HUGO O	3295 SE DIXIE HWY	STUART	FL	\$367.12	\$0.00	\$367.12
2010	10006002071	ALLAN LOCHHEAD	5676 SE SAULISH WAY	STUART	FL	\$367.12	\$0.00	\$367.12
2010	100060021646	KEY LARGO TRADING CO INC	924 SE CENTRAL PARKWAY STE 305	STUART	FL	\$374.58	\$0.00	\$374.58
2010	100020010782	LARSON, JAMES & LURTZ, PETER	197 65TH TERR N	WEST PALM BEACH	FL	\$404.52	\$0.00	\$404.52
2010	100010140126	STYLES IN STONE	3157 SE DOMINICA TER	STUART	FL	\$1,038.27	\$609.12	\$429.15
2010	100020015846	FROMMAN, MARK	PO BOX 2221	PALM CITY	FL	\$435.86	\$0.00	\$435.86
2010	100000139202	SHEAR ACTION J & J LLC	8823 SE BRIDGE RD	STUART	FL	\$470.46	\$0.00	\$470.46
2010	100010139843	AMERICAN MADE CONTRACTORS INC	PO BOX 1196	STUART	FL	\$436.03	\$0.00	\$436.03
2010	100020012881	WINDOW GUYS OF FLORIDA INC, THE	6526 S KANNER HWY #125	STUART	FL	\$475.40	\$0.00	\$475.40
2010	100010156660	INTER AUTO LEASING INC	152 EAGLE ROCK AVE	ROSELAND	NJ	\$477.78	\$0.00	\$477.78
2010	100020011217	RHINO CONTRACTING GROUP LLC	2850 SE MARKET PL	STUART	FL	\$481.65	\$0.00	\$481.65
2010	10000017412	RIO ZONE INC	305 SE MONTEREY RD	STUART	FL	\$506.16	\$0.00	\$506.16
2010	100005819262	DAVI, KEITH J	6330 S KANNER HWY	STUART	FL	\$506.36	\$0.00	\$506.36
2010	100020010886	WILLIAMS, KENNETH WAYNE III	P O BOX 607	PALM CITY	FL	\$520.98	\$0.00	\$520.98
2010	100020010386	BOLT, LESTER	2470 SE MADISON ST	STUART	FL	\$543.35	\$0.00	\$543.35
2010	100001659122	DICKS FLOWERS INC	5045 SE DRIFTWOOD AVE	STUART	FL	\$545.45	\$0.00	\$545.45
2010	100000005622	HUGHES, PETER	3098 NW FEDERAL HWY	PALM CITY	FL	\$558.88	\$0.00	\$558.88
2010	100010140499	PLAZA IN PARADISE, INC	6 N SEVALLS POINT RD	JENSEN BEACH	FL	\$560.82	\$0.00	\$560.82
2010	100060021532	HARRIS CLARK LLC	2951 SW HIGH MEADOWS AVE #110	STUART	FL	\$573.85	\$0.00	\$573.85
2010	100060021681	AIOL, LLC	10314 SE FEDERAL HWY	PALM CITY	FL	\$573.85	\$0.00	\$573.85
2010	100060021737	DIANE GRISANTI	1339 NE SUNVIEW TERR	JENSEN BEACH	FL	\$573.85	\$0.00	\$573.85
2010	100060021780	FRANK DE JESUS	7692 SW JACK JAMES DR	STUART	FL	\$573.85	\$0.00	\$573.85
2010	100060021947	JOSEPH WARENS	7556 SW JACK JAMES DR	STUART	FL	\$573.85	\$0.00	\$573.85
2010	100060022131	PARADISE TRADING GROUP INC	2280 NW FEDERAL HWY	STUART	FL	\$573.85	\$0.00	\$573.85
2010	100060022352	RALPH PERROTTA	1307 NE SUNVIEW TERR	JENSEN BEACH	FL	\$573.85	\$0.00	\$573.85
2010	100060022532	MONTANO'S CHICKEN GRILL	2425 SE BONITA ST	STUART	FL	\$573.85	\$0.00	\$573.85
2010	100010117095	MIG BROADCAST SYSTEMS USA INC	5244 SW ORCHID BAY DR	PALM CITY	FL	\$596.48	\$0.00	\$596.48
2010	100020000988	BECKER, SUSAN C	5602 SW RANCHITO ST	PALM CITY	FL	\$596.70	\$0.00	\$596.70
2010	100010155698	QUINZOS SUB	644 SW JEANNE ST	PORT ST LUCE	FL	\$606.18	\$0.00	\$606.18
2010	100060022285	MECA FRESH LLC	4203 SE FEDERAL HWY LOT #101	STUART	FL	\$611.52	\$0.00	\$611.52
2010	100060020352	DELA VU NIGHTCLUB	715 N FEDERAL HWY	STUART	FL	\$626.34	\$0.00	\$626.34
2010	100060021745	ROBERT LUNDEN	2265 SE FEDERAL HWY	STUART	FL	\$626.34	\$0.00	\$626.34
2010	100010120411	LENN DOMERSE INC	131 SW FLAGLER AVE	STUART	FL	\$626.89	\$0.00	\$626.89
2010	100000260702	DOG HOUSE GRILL	1129 NE JENSEN BEACH BLVD	JENSEN BEACH	FL	\$638.74	\$0.00	\$638.74
2010	100010148930	EAST COAST SUPER BIKES	619 NW BAKER RD	STUART	FL	\$660.70	\$0.00	\$660.70
2010	100020007182	PALM CITY FOX TAILS, INC	7000 SW MARTIN HWY	PALM CITY	FL	\$666.50	\$0.00	\$666.50
2010	100020010402	DISALVO, MARION	3259 SE FEDERAL HWY	STUART	FL	\$670.08	\$0.00	\$670.08
2010	100020014795	RODRIGUEZ, JOSE	3511 SE DIXIE HWY	STUART	FL	\$677.21	\$0.00	\$677.21
2010	100005840782	KOHL & ASSOCIATES PLC	2055 S KANNER HWY	STUART	FL	\$682.24	\$0.00	\$682.24

EXHIBIT "A" TO FINAL JUDGMENT

Tax Year	Parcel Number	Own Name	Mailing Address	City	State	Original Tax	Amount Paid	Balance Due
2010	100000100582	SEACREST INVESTOR SERVICE INC	753 SE PORT SAINT LUCIE BLVD	PORT SAINT LUCIE	FL	\$691.25	\$0.00	\$691.25
2010	100020007207	12B INVESTMENT GROUP LLC	2 KNOWLES RD	STUART	FL	\$709.97	\$0.00	\$709.97
2010	100010153850	RM CLEANERS CORP	5929 SE FEDERAL HWY	STUART	FL	\$732.48	\$0.00	\$732.48
2010	100010106874	KICKIN GRASS 1	PO BOX 1444	JENSEN BEACH	FL	\$774.36	\$0.00	\$774.36
2010	100020002175	GREAT AMERICAN KITCHEN & BATH DESIGNS INC	1126 SE INDIAN ST	STUART	FL	\$775.68	\$0.00	\$775.68
2010	100020000822	TORQUIST ACCOUNTING INC	2690 SE WILLOUGHBY BLVD	STUART	FL	\$780.98	\$0.00	\$780.98
2010	100060022701	HOPSON INVESTMENTS LLC	990 SW HUNT CLUB CIR	PALE CITY	FL	\$789.86	\$0.00	\$789.86
2010	100020015260	BROWN, DANNY LAMAR	PO BOX 88	PALE CITY	FL	\$790.22	\$0.00	\$790.22
2010	100020014175	STARBUCKS CORPORATION	PO BOX 34442 M/S-STA3	SEATTLE	WA	\$796.51	\$0.00	\$796.51
2010	100020004756	MONICA'S CAFE & BAKERY INC	911 NE JENSEN BEACH BLVD	JENSEN BEACH	FL	\$813.34	\$0.00	\$813.34
2010	100020008336	M ZIMMERMAN HOLDINGS INC	144 SW KINGS HIGHWAY SW	DOVER	DE	\$854.91	\$0.00	\$854.91
2010	100020015730	ELEMBERG, SUSAN	3340 NE PINEAPPLE AVE	JENSEN BEACH	FL	\$866.30	\$0.00	\$866.30
2010	100020001383	COSTANTINO, CHRISTOPHER	7985 SW JACK JAMES DR	STUART	FL	\$873.90	\$0.00	\$873.90
2010	100010155497	CULINARY COFFEE COMPANY INC	3030 SE DOMINICA TER	STUART	FL	\$894.39	\$0.00	\$894.39
2010	100000332752	CHALFONT ASSOCIATES INC	3058 SE MONROE ST	STUART	FL	\$908.86	\$0.00	\$908.86
2010	100060020688	TAI THE TASTE OF INDIA	3291 SE FEDERAL HWY	STUART	FL	\$926.90	\$0.00	\$926.90
2010	100020010868	SILATO, MARIE	6124 SE FEDERAL HWY	STUART	FL	\$929.89	\$0.00	\$929.89
2010	100020011707	EDUCATION AFFILIATES	5024A CAMPBELL RD	BALTIMORE	MD	\$945.48	\$0.00	\$945.48
2010	100033333551	HURRICANE BRAND HOLDINGS LLC	2550 SE WILLOUGHBY BLVD	STUART	FL	\$972.12	\$0.00	\$972.12
2010	100000107772	EDELWEISS DELI	40 E OCEAN BLVD	STUART	FL	\$994.87	\$0.00	\$994.87
2010	100020003113	HORN, ROGERS	3182 SE GRAN PARK WAY	STUART	FL	\$1,979.42	\$953.53	\$1,025.89
2010	100010147041	ENGINEERING & WATER RESOURCES INC	7881 SW EUSTACE WAY	STUART	FL	\$1,033.46	\$0.00	\$1,033.46
2010	100020013295	SALGADO, AURELIO & JUANA	5499 SE CELESTIAL CIR	STUART	FL	\$1,044.14	\$0.00	\$1,044.14
2010	100010138374	SEARCH SURVEY & RECOVERY	2851 SE ST LUCIE BLVD	STUART	FL	\$1,553.94	\$499.84	\$1,054.10
2010	100004068272	ROBERT & ALFRED INC	1650 NE JENSEN BEACH BLVD	JENSEN BEACH	FL	\$1,058.36	\$0.00	\$1,058.36
2010	100020000041	COPACABANA GRILLE	4305 NE OCEAN BLVD	JENSEN BEACH	FL	\$1,060.59	\$0.00	\$1,060.59
2010	100005819752	DEVITO, JASON	2395 SE OCEAN BLVD	STUART	FL	\$1,071.18	\$0.00	\$1,071.18
2010	100060021311	HJO LLC	3500 SE FEDERAL HWY	STUART	FL	\$1,084.84	\$0.00	\$1,084.84
2010	100020008604	MUSTANG CO	8001 SW FOX BROWN RD	INDIAN TOWN	FL	\$1,090.69	\$0.00	\$1,090.69
2010	100020011373	I & D RESTAURANT HOLDINGS LLC	8895 N MILITARY TRL SUITE 101B	PALM BEACH GARDENS	FL	\$1,090.69	\$0.00	\$1,090.69
2010	100020013350	BURT, CAROL	1826 SE VESTHAVEN CT	PORT SAINT LUCIE	FL	\$1,090.69	\$0.00	\$1,090.69
2010	100020014014	N V. AUTO REPAIR	3357 42ND AVE	PALE CITY	FL	\$1,090.69	\$0.00	\$1,090.69
2010	100060021734	DAVID ORTEGA	3230 SE DOMINICA TERR	STUART	FL	\$1,090.69	\$0.00	\$1,090.69
2010	100020014096	T C MULTIFOODS, INC DBA WETZEL'S PRETZEL	3312 NW FEDERAL HIGHWAY	JENSEN BEACH	FL	\$1,124.21	\$0.00	\$1,124.21
2010	100001663142	PRECISION METALCRAFT INC	3132 SE JAY ST	STUART	FL	\$1,129.79	\$0.00	\$1,129.79
2010	100010156928	CHEM-TECH PAINTING INC	2926 SW MAPP	PALE CITY	FL	\$1,163.71	\$0.00	\$1,163.71
2010	100003272472	RECYCLING CONCEPT LLC	3091 SE WALKER ST	STUART	FL	\$1,215.92	\$0.00	\$1,215.92
2010	100000233902	W.C.R.C. CORP	5929 SE FEDERAL HIGHWAY	STUART	FL	\$1,256.80	\$0.00	\$1,256.80
2010	100010148772	SMITH & COMPANY INC	2400 SE FEDERAL HWY STE 210	STUART	FL	\$1,288.64	\$0.00	\$1,288.64
2010	100010119622	FLEXSITE RESEARCH & DEVELOPMENT LLC	3541 SW CORPORATE PKWY	PALE CITY	FL	\$1,303.64	\$0.00	\$1,303.64
2010	100033333371	NEVADA JACKS LLC	3269 SE SLATER ST	STUART	FL	\$1,322.62	\$0.00	\$1,322.62
2010	100020010225	SOFFICI, EDUARDO	1200 SE FEDERAL HWY	STUART	FL	\$1,329.85	\$0.00	\$1,329.85
2010	100060021553	FLETCHER, RODNEY A	66 DODGE DRIVE	SMYRNA	DE	\$1,397.43	\$0.00	\$1,397.43
2010	100020015934	PEARLE VISION	4203 SE FEDERAL HWY UNIT 102	STUART	FL	\$1,438.07	\$0.00	\$1,438.07
2010	10000420912	MAILBOX PUBLISHINGS INC	3727 SE OCEAN BV STE 200	STUART	FL	\$1,462.98	\$0.00	\$1,462.98
2010	100004820912	ROJAS, TRINIDAD MID	1038 E OCEAN BLVD STE C	STUART	FL	\$1,537.23	\$0.00	\$1,537.23
2010	100060021654	ROYAL BANK	PO BOX 1029	DOVER	PA	\$1,605.42	\$0.00	\$1,605.42

EXHIBIT "A" TO FINAL JUDGMENT

Tax Year	Parcel Number	Own Name	Mailing Address	City	State	Original Tax	Amount Paid	Balance Due
2010	10000339652	J D A CONTRACTING CORP	PO BOX 1906		FL	\$1,607.50	\$0.00	\$1,607.50
2010	100020008243	IAN'S TROPICAL GRILL	1205 NE DIXIE HWY		FL	\$1,628.13	\$0.00	\$1,628.13
2010	100060022158	TUSCAN SUN LANDSCAPE MANAGEMENT	830 NE POP TILTON PLACE		FL	\$1,731.59	\$0.00	\$1,731.59
2010	100010117355	BERNARD EDITH	2410 SE FEDERAL HWY		FL	\$1,818.05	\$0.00	\$1,818.05
2010	100003387562	M & R GROVE SERVICES INC	12765 W FORREST HILL BLVD		FL	\$1,978.38	\$0.00	\$1,978.38
2010	100020013173	SGC STUART LLC	1725 SE FEDERAL HWY		FL	\$2,057.42	\$0.00	\$2,057.42
2010	100010134104	J & N ENTERPRISE HOLDINGS LLC	5120 SE MARINER GARDEN CIR E-4		FL	\$2,124.30	\$0.00	\$2,124.30
2010	100060022134	BOBBY MCGEE'S GRILL & SPORTS PUB	5959 SE FEDERAL HWY		FL	\$2,124.30	\$0.00	\$2,124.30
2010	100020004950	NORTHSIDE CAR WASH INC	2 YACHT CLUB PL		FL	\$2,509.45	\$0.00	\$2,509.45
2010	100020016149	VITALE, STEVEN	50 E OCEAN BLVD SUITE 202		FL	\$2,619.69	\$0.00	\$2,619.69
2010	100060022466	FLETCHER, ROONEY A	1897 NE JENSEN BEACH BLVD		FL	\$2,641.14	\$0.00	\$2,641.14
2010	100010134611	CAUSEWAY LUMBER COMPANY	PO BOX 21088		FL	\$2,643.98	\$0.00	\$2,643.98
2010	100010149464	GREAT AMERICAN TIRE	877 SE MONTEREY RD		FL	\$2,789.71	\$0.00	\$2,789.71
2010	10000583512	DOCKS, DONALD INC	815 NW FLAGLER AVE		FL	\$2,911.54	\$0.00	\$2,911.54
2010	100020013386	ENCORE	2875 SE OCEAN BLVD		FL	\$3,067.87	\$0.00	\$3,067.87
2010	100020011682	AMELIUS INC	1225 SW AMETHYST DR SW		FL	\$3,384.27	\$0.00	\$3,384.27
2010	100020000990	JAG MONTI CORP	3880 SHERIDAN ST		FL	\$3,472.91	\$0.00	\$3,472.91
2010	100000043742	BIS ANOTHER NEW ADVENTURE INC	23 SW VICTORY LN		FL	\$5,218.64	\$0.00	\$5,218.64
2010	100020014197	OCEAN EAST IMPROVEMENTS LLC	819 NW VICTORY LN		FL	\$5,218.64	\$0.00	\$5,218.64
2010	100020012820	BRADLEY, DAVID ALLEN	2120 SW POMA DR		FL	\$6,558.94	\$0.00	\$6,558.94
2010	100010133400	STUART BARE BONES INC	1725 SE FEDERAL HWY		FL	\$6,888.77	\$0.00	\$6,888.77
2010	100010149052	POSTCO CONSTRUCTION INC	167 HAWTHORNE		FL	\$7,488.97	\$0.00	\$7,488.97
2010	100010156929	HUGGINS, EDDIE LAND GRADING CO, LLC	2535 SE WILLoughby BLVD		FL	\$20,160.87	\$4,244.31	\$15,916.56
2010	100020008063	EPICRAD, INC	400 SE OSCOLA ST STE #102		FL	\$21,830.66	\$0.00	\$21,830.66

CIRCUIT COURT OF THE 19TH JUDICIAL CIRCUIT IN AND FOR MARTIN COUNTY, FLORIDA

CASE NO: 13001135CAAXMX
Judge Lawrence Mirman

IN RE: The Petition of

RUTH PIETRUSZEWSKI, Tax Collector, In and
For Martin County, Florida, For Ratification
of Tax Warrants on Delinquent Personal Property
Taxes for 2011 and Prior Years as Advertised.

FILED FOR RECORD
MARTIN COUNTY, FL
Date 9/27/13 Time 2:30
CAROLYN TIMMANN
CLERK OF CIRCUIT COURT
By Cal S.D.C.

FINAL JUDGMENT RATIFYING ISSUANCE OF TAX WARRANTS

THIS CAUSE having come before the Court on September 27, 2013 on the Plaintiff's Petition for Order Ratifying and Confirming Issuance of Tax Warrants, and it appearing to the Court that all statutory requirements have been met by the Plaintiff, it is therefore

ORDERED AND ADJUDGED as follows:

1. The Martin County Tax Collector, or her deputy, is directed to levy upon and seize so much of the tangible personal property of the respondents listed on Exhibit "A" as is necessary to satisfy the unpaid Tangible Personal Property Tax together with interest at the rate of 1 1/2 % per month on the base tax amount until paid. The delinquent taxpayers and warrants subject to this order are listed on Exhibit "A" attached hereto.

2. Issuance of Tax Warrants for delinquent taxes for the years 2011 and prior years Tangible Personal Property Taxes of the said delinquent taxpayers is hereby ratified and confirmed.

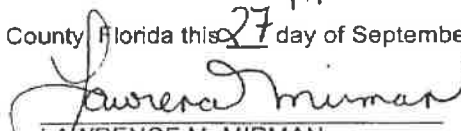
3. The Tax Collector, Clerk of the Court and Sheriff's of the State are authorized to collect all costs and fees expended in their official duty of levying upon and seizing and sale of the personal property, including but not limited to: a pro rata portion of the filing fee of the Petition, the fee charged by the Clerk of Court for notice of filing the Petition, a pro rata portion of the advertising fees or charges, a pro rata portion of the attorney's fees incurred in the filing of the Petition, statutory fees of the Tax Collector, Sheriff and Clerk of the Court, storage fees, transportation costs and insurance fees, whether or not the exact sum of such costs and fees are determinable at the time this Order is rendered.

4. Pursuant to §197.413(8), Fla. Stat. (2007), the tax warrants herein ratified and confirmed hereby have the same force as a writ of garnishment upon any person who has any goods, moneys, chattels, or effects of the delinquent taxpayer in his or her hands, possession, or control or who is indebted to such delinquent taxpayer.

5. The Court retains jurisdiction over the matters raised in the Petition to hear such objections of taxpayers to the levy and seizure of their tangible personal property as may be warranted under the statutes and the laws of the State of Florida.

6. A copy of this Final Judgment shall be furnished to said respondents at their mailing addresses listed on Exhibit "A" attached hereto, by regular mail.

DONE AND ORDERED at Stuart, Martin County, Florida this 27 day of September, 2013.


LAWRENCE M. MIRMAN
Circuit Court Judge

Copies to:
Robert J. Elder III, Esq.
Respondents


INSTR # 2419801
OR BK 2680 PG 863
(3 Pgs)
RECORDED 10/03/2013 09:41:48 AM
CAROLYN TIMMANN
MARTIN COUNTY CLERK

EXHIBIT A.

PTA_YEAR	PTA_TAX	PARCEL	PTA_OWN_NAME	PTA_ADDR1	PTA_CITY	PTA_ST	PTA_HIC	PTA_TAX	PTA_AMT_PD	PTA_BAL_DUE
2011	100060023271	3 BROTHERS BRUNCH		8767 SE BRIDGE RD	HOBE SOUND	FL	33455	1072.92	0	1072.92
2011	100020013400	A & M DISCOUNT BEVERAGE & FOOD STORE 10		2333 NE DIXIE HWY	JENSEN BEACH	FL	34957	628.33	0	628.33
2011	100060022989	A COLOURWORKS SALON LLC		2133 SE FEDERAL HWY	STUART	FL	34994	570.83	0	570.83
2011	100060021681	ACFL LLC		10314 SE FEDERAL HWY	HOBE SOUND	FL	33455	517.48	0	517.48
2011	10006380982	ALBERTOS PIZZA		4272 SE OCEAN BLVD	JENSEN BEACH	FL	34957	495.2	0	495.2
2011	100010139843	AMERICAN MADE CONTRACTORS INC		PO BOX 1196	STUART	FL	34995	416.37	0	416.37
2011	100060022783	ANSTETT, TRAVIS		5636 SW SALVAGE ST	PALM CITY	FL	34990	315.28	0	315.28
2011	10003279162	AQUATIC LIFE		1575 SE LUCKHARDT ST	STUART	FL	34994	780.85	0	780.85
2011	100000022872	ATLANTIC AUTO PART OF HOBE SOUND INC		PO BOX 8454	HOBE SOUND	FL	33475	1530.77	0	1530.77
2011	100060013381	AXIS INJURY & WELLNESS CLINIC INC		1074 NW FEDERAL HWY	STUART	FL	34994	1129.64	0	1129.64
2011	100060023306	BAGEL BROTHERS OF NY 2		40 E OCEAN BLVD	STUART	FL	34994	2247.23	361.33	1885.9
2011	100020009988	BECKER, SUSAN C		5602 SW RANCHITO ST	PALM CITY	FL	34990	472.82	0	472.82
2011	100000431742	BJS ANOTHER NEW ADVENTURE INC		23 SW MONTEREY RD	STUART	FL	34994-4649	4658.38	0	4658.38
2011	100020012820	BROADLEY, DAVID ALLEN		640 SW BITTERN ST	PALM CITY	FL	34990	4049.15	0	4049.15
2011	100020015260	BROWN, DANNY LAMAR		PO BOX 88	PALM CITY	FL	34991	622.95	0	622.95
2011	100020013350	BURT, CAROL L		2993 SE PRUITT RD	PSL	FL	34952	1022.92	0	1022.92
2011	100060023437	CARDIOPULMONARY REHAB SERVICES		308 HOSPITAL AVE	STUART	FL	34994	480.18	0	480.18
2011	100010156928	CHEM TECH PAINTING INC		1073 SW TIGERON WAY	PALM CITY	FL	34990	933.84	0	933.84
2011	100060021393	CODE RED ROOFERS INC		1278 JASWINE TRCE	PALM CITY	FL	34990	941.01	0	941.01
2011	100010106508	COFFECCO INC		849 S FEDERAL HWY	STUART	FL	34994	639.17	0	639.17
2011	100060022836	CRYSTAL RECEPTION HALL LLC		4195 SW HIGH MEADOW AVE	PALM CITY	FL	34990	1022.92	0	1022.92
2011	100060023179	CUPOAKE FREAKS INC		2301 SW SAN ANTONIO DR	PALM CITY	FL	34990	315.28	0	315.28
2011	10005819782	DAVI KETH JOHN		2580 SE AVIATION WAY	STUART	FL	34996	467.43	0	467.43
2011	100060021780	DE JESUS FRANK		7692 SW JACK JAMES DR	STUART	FL	34996	517.48	0	517.48
2011	10003414952	DEEP SIX WATER SPORTS		416 MIRACLE MILE	VERO BEACH	FL	32960	297.35	0	297.35
2011	100060203152	DEJA VU NIGHTCLUB		715 N FEDERAL HWY	STUART	FL	34996	570.83	0	570.83
2011	100000260702	DOGS HOUSE GRILL		2779 SE STONEBRAIR WAY	STUART	FL	34997	452.15	0	452.15
2011	100020013386	ENCORE		2875 SE OCEAN BLVD	STUART	FL	34996	2650.74	0	2650.74
2011	100020008063	EPIDRAM, INC		400 SE OSCEOLA ST STE #102	STUART	FL	34994	12834.22	0	12834.22
2011	100020015846	ERIDMAN, MARK		PO BOX 2221	PALM CITY	FL	34991	863.39	0	863.39
2011	100060021553	FLETCHER, RODNEY A		66 DODGE DRIVE	SMYRNA	DE	19977	1971.13	0	1971.13
2011	100060022466	FLETCHER, RODNEY A		1897 NW JENSEN BOY BV	JENSEN BCH	FL	34957	2539.26	0	2539.26
2011	10001018798	GALANT IRVING ENTERPRISES INC		333 SE OCEAN BLVD	STUART	FL	34994	1489.46	0	1489.46
2011	100010152218	GARY, WILLIAMS, PARENTI FINNEY, LEWIS &		221 E OSCEOLA ST STE 300	STUART	FL	34994	1761.04	0	1761.04
2011	10001380152	GARY, WILLIAMS, PARENTI FINNEY, LEWIS &		221 E OSCEOLA ST STE 300	STUART	FL	34994	19725.44	0	19725.44
2011	100010141540	GOLDEN BUFFET		2113 SE FEDERAL HWY	STUART	FL	34994	2247.23	0	2247.23
2011	100030120713	GREAT DAY SALON & SPA		6074 SE FEDERAL HIGHWAY	STUART	FL	34997	281.71	0	281.71
2011	100020009351	H & B EQUIPMENT SERVICES INC		1700 S SAM HOUSTON PARKWAY WEST	HOSTON	TX	77047	479.71	0	479.71
2011	100060022421	HAPPOLD JAMES		503 SE MONTEREY RD	STUART	FL	34994	570.83	0	570.83
2011	100060021572	HARRIS CLARK LLC		2951 SW HIGH MEADOWS AVE #110	PALM CITY	FL	34990	517.48	0	517.48
2011	100000106465	HEBI INC		P O BOX 2553	PALM CITY	FL	34991	319.89	0	319.89
2011	100060023298	HOPEK, MARTIN J PA		PO BOX 426	JENSEN BEACH	FL	34958	315.28	0	315.28
2011	100060022701	HOPSON INVESTMENTS LLC/ EXPRESS CARE		990 SW HUNT CLUB CIR	PALM CITY	FL	34990	1332.93	0	1332.93
2011	100010125827	HOUGH, GEORGE B JR PA		3814 SE DIXIE HWY	STUART	FL	34997	682.6	0	682.6
2011	100060023054	HUERTIA, ALVINO		2212 SE INDIAN RD	STUART	FL	34997	1022.92	0	1022.92
2011	100010156929	HUGGINS, EDDIE LAMO GRADING CO, LLC		2520 SE WILLOWHURBY BLVD	STUART	FL	34994	20997.13	0	20997.13
2011	100000005623	HUGHES, PETER		5260 SE DELL ST	STUART	FL	34997	510.56	0	510.56
2011	100033333351	HURRICANE BRAND HOLDINGS LLC		2550 SE WILLOWHURBY BLVD	STUART	FL	34994	1396.1	0	1396.1
2011	100020008243	IAN'S TROPICAL GRILL 14 FISH INC		2875 SE OCEAN BV	STUART	FL	34996	1548.56	0	1548.56
2011	100060021813	IBRAHIMI FAISAL		224 SE VILLAS ST	STUART	FL	34994	570.83	0	570.83
2011	100010134104	J & N ENTERPRISE HOLDINGS LLC		PO BOX 3154	TEQUESTA	FL	33469	2033.79	0	2033.79
2011	100060023072	JOHNSON, GEORGE G		PO BOX 1114	PORT SALERNO	FL	34992	517.48	0	517.48
2011	100020000990	KASBAR, FADEL C		2380 SE OCEAN BLVD	STUART	FL	34996	4482.5	0	4482.5
2011	100060021646	KEY LARGO TRADING CO INC		1830 SE CRANE CREEK AV	PALM CITY	FL	34990	258.75	0	258.75
2011	100010106874	KICKIN GRASS 1		PO BOX 1444	JENSEN BEACH	FL	34958	638.31	0	638.31

EXHIBIT "A"

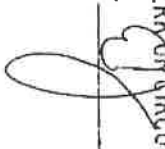
2011	100010009454	KILEY, LAURA	18093 SE FED HWY	TEQUESTA	FL	33469	454.68	0	454.68
2011	100005640782	KOHL & ASSOCIATES PLC	2740 SW MARTIN DOWNS BLVD #400	PALM CITY	FL	34990	1098.6	0	1098.6
2011	100060022071	LOCHHEAD ALLAN	5676 SE SAILFISH WAY	STUART	FL	34997	315.28	0	315.28
2011	100013387562	M & R GROVE SERVICES INC	6475 SPARROW HAWK DR	WPE	FL	33412	1891.09	0	1891.09
2011	100060023205	MAD MUSCLE NUTRITION, INC	1318 NW FEDERAL HWY	STUART	FL	34994	517.48	0	517.48
2011	100010148931	MALIBOX PUBLISHINGS INC	3721 SE OCEAN BLVD STE 200	STUART	FL	34996	1994.24	0	1994.24
2011	100060022285	MECA FRESH LLC	4203 SE FEDERAL HWY #101	STUART	FL	34997	1113.45	0	1113.45
2011	100010133712	MONTEREY MRL, INC	901 SE MONTEREY COMMONS BLVD	STUART	FL	34996	3369.62	0	3369.62
2011	100010149052	MUSCO, ANTHONINO	167 HAWTHORNE	PORT ST LUCIE	FL	34953	8022.61	0	8022.61
2011	100040068272	NOLL, ROBERT	312 ROCKWELL FARM LN	KNOXVILLE	TN	37934	881.26	0	881.26
2011	100010000450	NORTH-SIDE CAR WASH INC	716 OSPREY WAY	N PALM BCH	FL	33408	2050.24	0	2050.24
2011	100010014197	OCEAN EAST IMPROVEMENTS LLC	580 WHITE PLAINS BV	TARRYTOWN	NY	10591	4418.15	0	4418.15
2011	100000258902	OCEAN GATE BUILDERS INC	2854 SE FEDERAL HWY	STUART	FL	34994	1062.78	0	1062.78
2011	100010014846	OLIVER, ANTHONY	3500 SW CORPORATE PKY SUITE # 203	PALM CITY	FL	34990	428.02	0	428.02
2011	100060023336	PEER, NICO	6702 SE FEDERAL HWY	STUART	FL	34997	1528.36	0	1528.36
2011	100060022352	PERROTTA RALPH	1307 NE SURVEYOR TERR	JENSEN BEACH	FL	34997	517.48	0	517.48
2011	100006375612	PIONEER CONCRETE OF THE TREASURE COAST	6352 SW BANKS ST	PALM CITY	FL	34990	1034.1	0	1034.1
2011	100010010748	PLANET OZONE	1601 SE FEDERAL HWY	STUART	FL	34994	10070.59	0	10070.59
2011	100010009090	POMSA & SONS INC	2049 SW POMIA DR	PALM CITY	FL	34990	14957.52	0	14957.52
2011	100010152850	R-M CLEANERS CORP	5929 SE FEDERAL HWY	STUART	FL	34997	762.89	0	762.89
2011	100003272472	RECYCLING CONCEPT LLC	3091 SE WAALER ST	STUART	FL	34997	983.65	0	983.65
2011	100004725142	RHETTA B'S HAIR SALON	120 E OCEAN BV	STUART	FL	34994	283.49	0	283.49
2011	100010011217	RHINO CONTRACTING GROUP LLC	305 SE MONTEREY RD	STUART	FL	34994	922.55	0	922.55
2011	100060023076	RUGSBY, DENNIS J	3401 NW FEDERAL HWY	JENSEN BEACH	FL	34957	1022.92	0	1022.92
2011	100004131462	RIVERBREEZE CAFE	25 SW OCEOLA ST	STUART	FL	34994-2117	570.83	0	570.83
2011	100004820912	ROJAS, TRINIDAD MD	506 SW FED HWY STE 101	STUART	FL	34994	1464.91	0	1464.91
2011	100060021654	ROYAL BANK	PO BOX 1029	DUBLIN	PA	18917-9998	862.55	0	862.55
2011	10000153882	SABOR A MI PUEBLO INC	2707 SE INDIAN ST	STUART	FL	34997	315.28	0	315.28
2011	100010013295	SALGADO, AURELIO	5499 SE CELESTIAL CIR	STUART	FL	34997	1645.89	0	1645.89
2011	100020015595	SANTOS PIZZA OF PALM CITY INC	6185 SE FEDERAL HWY	STUART	FL	34997	271.45	0	271.45
2011	100020000452	SCAMMELL, SCOTT	3451 SE LIONEL TER	STUART	FL	34997	2276.07	0	2276.07
2011	100010138374	SEARCH SURVEY & RECOVERY	2851 SE ST LUCIE BLVD	STUART	FL	34997	2346	0	2346
2011	100020010555	SEATORQUE CONTROL SYSTEMS LLC	2779 SE MONROE ST	STUART	FL	34997	5416.2	1332.57	4083.63
2011	100020013173	SGC STUART LLC	1725 SE FEDERAL HWY	STUART	FL	34994	1273.63	0	1273.63
2011	100006457392	SHADE TREE TREE SERVICE INC	PO BOX 516	PALM CITY	FL	34991	285.35	0	285.35
2011	100010148772	SMITH & COMPANY INC	2400 SE FEDERAL HWY STE 210	STUART	FL	34994	2081.96	0	2081.96
2011	100020012745	SREDNIAWA, MIROSLAW T	2993 SW SUNSET TRCE	PALM CITY	FL	34990	315.28	0	315.28
2011	100010140126	STYLES IN STONE	3157 SE DOMINICA TER	STUART	FL	34997	256.8	0	256.8
2011	100020015481	SUBOUDE 2006 INC	1345 SW MARTIN HWY	PALM CITY	FL	34990	427.9	0	427.9
2011	100010156898	SUNCEPTS INC	2654 SE WILLOUGHBY BLVD	STUART	FL	34994	666.03	0	666.03
2011	100020012936	TACQUERIA EL MARACHI LLC	4210 GARDENIA AVE	LAKE WORTH	FL	33461	315.28	0	315.28
2011	100010147557	TERRA VERRA INC	25 SW LINDEN ST	STUART	FL	34997	789	0	789
2011	100010117355	TINIO, NESTOR	2410 SE FED HWY	STUART	FL	34994	1649.52	0	1649.52
2011	100020008524	TREASURE COAST PETROLEUM LLC	437 SW VIOLET AVE	PORT ST LUCIE	FL	34983	1528.36	0	1528.36
2011	100020013082	TREASURE COAST SPECIALTY PHARMACY	1114 NE JENSEN BEACH BLVD	JENSEN BEACH	FL	34957	724.34	0	724.34
2011	100060022156	TUSCAN SUN LANDSCAPE MANAGEMENT	830 NE POP TILTON PLACE	JENSEN BEACH	FL	34957	2238.8	0	2238.8
2011	100010140317	VANDAR INC	2000 SE FEDERAL HWY	STUART	FL	34994	526.05	0	526.05
2011	100060023490	VESUVIO PIZZERIA	4225 SE FEDERAL HWY	STUART	FL	34997	570.83	175.79	395.04
2011	100060022752	VO, PETER B	6122 SE FEDERAL HWY	STUART	FL	34997	315.28	0	315.28
2011	100020010616	WALKER INSURANCE INC	628 SE CENTRAL PKY	STUART	FL	34994	1587.3	0	1587.3
2011	100020010300	WAYNE ANDERSON	2951 SE DOMINICA TER	STUART	FL	34997	255.91	0	255.91
2011	100000233902	WORC CORP	5929 S DOMINICAL HIGHWAY	STUART	FL	34997	1189.67	0	1189.67
2011	10001001691	WILBURN HOLDING INC	1213 S FEDERAL HWY	STUART	FL	34994	1324.55	0	1324.55
2011	100020015009	ZHANG, JIAN Z	870 S FEDERAL HWY #34	STUART	FL	34994	682.44	0	682.44
							203632.85		

CIRCUIT COURT OF THE 19TH JUDICIAL CIRCUIT IN AND FOR MARTIN COUNTY, FLORIDA

CASE NO: 2014-000610CA
Judge Lawrence Mirman

IN RE: The Petition of

RUTH PIETRUSZEWSKI, Tax Collector, In and
For Martin County, Florida, For Ratification
of Tax Warrants on Delinquent Personal Property
Taxes for 2012 and Prior Years as Advertised.

FILED FOR RECORD
MARTIN CO. FL.
2014 JUL 31 AM 11:26
CAROLYN TIMMANN
CLERK OF CIRCUIT COURT
BY 

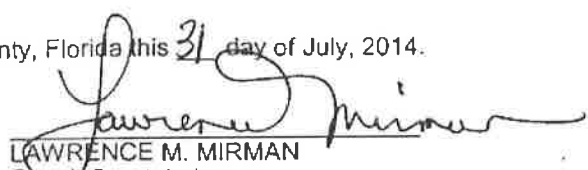
FINAL JUDGMENT RATIFYING ISSUANCE OF TAX WARRANTS

THIS CAUSE having come before the Court on July 31, 2014 on the Plaintiff's Petition for Order Ratifying and Confirming Issuance of Tax Warrants, and it appearing to the Court that all statutory requirements have been met by the Plaintiff, it is therefore

ORDERED AND ADJUDGED as follows:

1. The Martin County Tax Collector, or her deputy, is directed to levy upon and seize so much of the tangible personal property of the respondents listed on Exhibit "A" as is necessary to satisfy the unpaid Tangible Personal Property Tax together with interest at the rate of 1 ½ % per month on the base tax amount until paid. The delinquent taxpayers and warrants subject to this order are listed on Exhibit "A" attached hereto.
2. Issuance of Tax Warrants for delinquent taxes for the years 2012 and prior years Tangible Personal Property Taxes of the said delinquent taxpayers is hereby ratified and confirmed.
3. The Tax Collector, Clerk of the Court and Sheriff's of the State are authorized to collect all costs and fees expended in their official duty of levying upon and seizing and sale of the personal property, including but not limited to: a pro rata portion of the filing fee of the Petition, the fee charged by the Clerk of Court for notice of filing the Petition, a pro rata portion of the advertising fees or charges, a pro rata portion of the attorney's fees incurred in the filing of the Petition, statutory fees of the Tax Collector, Sheriff and Clerk of the Court, storage fees, transportation costs and insurance fees, whether or not the exact sum of such costs and fees are determinable at the time this Order is rendered.
4. Pursuant to §197.413(8), Fla. Stat. (2013), the tax warrants herein ratified and confirmed hereby have the same force as a writ of garnishment upon any person who has any goods, moneys, chattels, or effects of the delinquent taxpayer in his or her hands, possession, or control or who is indebted to such delinquent taxpayer.
5. The Court retains jurisdiction over the matters raised in the Petition to hear such objections of taxpayers to the levy and seizure of their tangible personal property as may be warranted under the statutes and the laws of the State of Florida.
6. A copy of this Final Judgment shall be furnished to said respondents at their mailing addresses listed on Exhibit "A" attached hereto, by regular mail.

DONE AND ORDERED at Stuart, Martin County, Florida this 31 day of July, 2014.


LAWRENCE M. MIRMAN
Circuit Court Judge

Copies to:
Robert J. Elder III, Esq.
Respondents



INSTR # 2470058 OR BK 2733 PG 2884 RECD 08/07/2014 02:55:45 PM
(3 Pgs)
CAROLYN TIMMANN MARTIN COUNTY CLERK
DEED DOC \$0.00, MTG DOC \$0.00, INTANGIBLE \$0.00

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EXHIBIT A

PTA, TAX, PARCEL	PTA, OWN, NAME	PTA, ADDR1	PTA, CITY	PTA, ZIP	PTA, TAX	PTA, AMT	PTA, BAL, DUE
2012	1000645739 SHADE TREE SERVICE INC	PO BOX 516	PAUM CITY	FL 34991	328.88	0	328.88
2012	10001012071 GREAT DAY SALON & SPA	6074 SE FEDERAL HIGHWAY	STUART	FL 34997	335.09	0	335.09
2012	10002001484 OLIVER, ANTHONY	PO BOX 2508	PAUM CITY	FL 34991	344.6	0	344.6
2012	10006002255 RIVERA YACHTS USA, INC	7725 SW ELLIPSE WAY	STUART	FL 34997	361.1	0	361.1
2012	10000015388 SABOR A MI PUEBLO INC	2202 SE INDIAN ST	STUART	FL 34997	369.36	0	369.36
2012	10002001274 SREDINAWA, MIROSLAW T	2999 SW SUNSET TRCE	PAUM CITY	FL 34990	369.36	0	369.36
2012	10002001293 TAQUEIRA EL MARIACHI LLC	4210 GARDENIA AVE	LAKE WORTH	FL 33461	369.36	0	369.36
2012	10002001334 TREASURE COAST MEDICAL HOLDINGS LLC	2189 DRIFTWOOD CIR	PAUM CITY	FL 34997	369.36	0	369.36
2012	10006002454 GIER, JASON	3348 NW FEDERAL HWY	JENSEN BEACH	FL 34957	369.36	0	369.36
2012	10001012757 BARRETT ENTERPRISES, INC	1630 SE FEDERAL HWY	STUART	FL 34994	369.78	0	369.78
2012	10006002436 FERNANDEZ, MAGDALENA GRULLO	211 S COLORADO AVE STE 2	STUART	FL 34994	405.2	0	405.2
2012	10006002320 AMERICAN BALLROOM DANCE CLUB, INC	1630 NW FEDERAL HWY	STUART	FL 34994	449	0	449
2012	10006002299 CORALGASM LLC	629 NW BUCK HENDRY WAY	STUART	FL 34994	460.26	0	460.26
2012	10006002419 KFB FLORIDA ENTERPRISES INC	5959 SE FEDERAL HWY	STUART	FL 34997	466.23	0	466.23
2012	10001013984 AMERICAN MADE CONTRACTORS INC	PO BOX 1196	STUART	FL 34995	472.25	0	472.25
2012	10002000245 STARK, ROBERT	900 SE INDIAN ST	STUART	FL 34997	539.81	0	539.81
2012	10001015385 RM CLEANERS CORP	5929 SE FEDERAL HWY	STUART	FL 34997	542.52	0	542.52
2012	10002000355 CHANTAL'S PAR AVION INC	2425 SE DIXIE HWY	STUART	FL 34996	545.9	0	545.9
2012	10006002099 ZINDERMAN, GARY DVM INC	1233 SE INDIAN ST STE 101	STUART	FL 34994	560.29	0	560.29
2012	10006002168 SOUTH BEACH ORTHOTICS AND PROSTHETICS	2499 GLADES RD STE 312	BOCA RATON	FL 33431	575.14	0	575.14
2012	10006002328 PERFECTION PRINTERS INC	5052 SE GRAHAM DR	STUART	FL 34997	575.14	0	575.14
2012	10006002405 ARMYE FINANCIAL SERVICES, INC	3124 SE DIXIE HWY	STUART	FL 34997	575.14	0	575.14
2012	10006002406 HOUSTON, LINDA G	1989 NE JENSEN BEACH BLVD	JENSEN BEACH	FL 34957	575.14	0	575.14
2012	10006002436 MATHENY, PHILIP	775 SW ALL AMERICAN BLVD	PAUM CITY	FL 34990	575.14	0	575.14
2012	10002000004 ISLAND SHOPPES LLC	3696 N FEDERAL HWY STE 200	FORT LAUDERDALE	FL 33308	582.43	0	582.43
2012	10000338301 O EDWARDS CO INC THE	PO BOX 87	INDIAN TOWN	FL 34956	585.4	0	585.4
2012	10006002035 DEJA VU NIGHTCLUB	715 N FEDERAL HWY	STUART	FL 34996	634.85	0	634.85
2012	10006002430 MORADEL, JULIO M	845 NE POP TILTON PL STE 10	JENSEN BEACH	FL 34957	678.04	0	678.04
2012	10006002454 OKERSON, MATTHEW M	3289 SE GRAN PARK WAY	STUART	FL 34997	678.04	0	678.04
2012	10000008805 BRABEVA MANAGEMENT CO LLC	3257 SE SALERNO RD STE 3	STUART	FL 34997	683.84	0	683.84
2012	10001010650 COFFECCO INC	849 S FEDERAL HWY	STUART	FL 34994	683.89	0	683.89
2012	10002001515 ODYSSEY (X) DP 1 LLC	500 S FLORIDA AVE	LAKE LAND	FL 33801	684.76	0	684.76
2012	10001012582 HOUGH, GEORGE B JR PA	3814 SE DIXIE HWY	STUART	FL 34997	749.7	0	749.7
2012	10000589754 HARBOUR BAY RESTAURANT BAKERY DELI	3714 SE OCEAN BLVD	STUART	FL 34996	759.84	0	759.84
2012	10006002320 MAD MUSCLE NUTRITION, INC.	1318 NW FEDERAL HWY	STUART	FL 34994	780.95	0	780.95
2012	10000327916 AQUATIC LIFE SIMPLY	1525 SE LUCKARDT ST	STUART	FL 34994	782.7	0	782.7
2012	1000540443 ROJE - JENSEN BEACH LLC	3189 NW FEDERAL HWY	JENSEN BEACH	FL 34957	791.13	0	791.13
2012	10002001113 HUFFINE, SUSAN	620 SE DIXIE HWY	STUART	FL 34994	851.36	0	851.36
2012	10001015692 CHEM-TECH PAINTING INC	1073 SW TIBURON WAY	PAUM CITY	FL 34990	859.38	0	859.38
2012	10002001040 DISALVO, MARION	3259 SE FEDERAL HWY	STUART	FL 34957	881.24	0	881.24
2012	10001011375 TINIO, NESTOR	2410 SE FEDERAL HWY	STUART	FL 34994	921.1	0	921.1
2012	10000584078 KOHL & ASSOCIATES PLC	2740 SW MARTIN DOWNS BLVD #4C PALM CITY	PALM CITY	FL 34990	948.48	0	948.48
2012	10006002140 GAZEBOS UNLIMITED CORP	7000 SW GATOR TRL	PALM CITY	FL 34990	1012.75	0	1012.75
2012	10000010083 SCHILLER, ROBERT DEAN	3590 SE DIXIE HWY	STUART	FL 34997	1028.06	0	1028.06
2012	10006002305 HUERTA, ALVINO	2212 SE INDIAN RD	STUART	FL 34997	1089.63	0	1089.63

EXHIBIT A

2012	10006002407 ETIENNE, JEAN R	3176 SE DIXIE HWY	STUART	FL	34997	1089.63	0	1089.63
2012	10002000169 WILBURN HOLDING INC	1213 S FEDERAL HWY	STUART	FL	34994	1110.82	0	1110.82
2012	10006002320 BACK TO EDEN WELLNESS CENTER	209 SW FEDERAL HWY	STUART	FL	34994	1209.09	0	1209.09
2012	10006002472 HOT DOGS	43 1/2 SW FLAGLER AVE	STUART	FL	34994	1209.09	0	1209.09
2012	10003333335 HURRICANE BRAND HOLDINGS LLC	2550 SE WILDOUGHBY BLVD	STUART	FL	34994	1235.32	0	1235.32
2012	10000023390 WCRC CORP	5929 S FEDERAL HIGHWAY	STUART	FL	34997	1252.14	0	1252.14
2012	10002001500 ZHANG, JIAN Z	870 S FEDERAL HWY #34	STUART	FL	34994	1260.79	0	1260.79
2012	10002001061 WALKER INSURANCE INC	628 SE CENTRAL PKY	STUART	FL	34994	1361.59	0	1361.59
2012	10000010242 AK HOSPITALITY GROUP INC	1712 SE EBB CT	PORT ST LUCIE	FL	34952	1428.19	0	1428.19
2012	10000482091 ROJAS, TRINIDAD MD	506 SW FEDERAL HWY STE 101	STUART	FL	34994	1492.87	0	1492.87
2012	10001014893 MAILBOX PUBLISHINGS INC	3727 SE OCEAN BLVD STE 200	JENSEN BEACH	FL	34996	1584.59	0	1584.59
2012	10006002456 ORTIZ, MARCIANO ANIBAL	3197 NE LAKE AVE	PORT ST LUCIE	FL	34984	1604.05	0	1604.05
2012	10006002417 ROBICHEAU, KAREN G	630 SE CRESCENT AVE	STUART	FL	34997	1619.68	0	1619.68
2012	10002001329 SALGADO, AURELIO	5499 SE CELESTIAL CIR	STUART	FL	34997	1631.27	0	1631.27
2012	10001015521 GARY, WILLIAMS, PARENTI FINNEY, LEWIS &	221 E OSCEOLA ST STE 300	STUART	FL	34994	1717.23	0	1717.23
2012	10002000045 NORTHSIDE CAR WASH INC	650 NW BUCK HENDRY WAY	STUART	FL	34994	1750.99	0	1750.99
2012	10006002155 FLETCHER, ROONEY A	66 DODGE DRIVE	SMYRNA	DE	19577	1782.02	0	1782.02
2012	10006002215 TUSCAN SUN LANDSCAPE MANAGEMENT	830 NE POP TILTON PLACE	JENSEN BEACH	FL	34957	1874.3	0	1874.3
2012	10000226555 RU S FAMILY INC	118 TIMBERLINE DR	JUPITER	FL	3458	1910.4	0	1910.4
2012	10002001614 VITALE, STEVEN	50 E OCEAN BLVD SUITE 202	STUART	FL	34994	1919.47	0	1919.47
2012	10006002311 HOBE SOUND POLO CLUB, INC	2645 SE BRIDGE RD	HOBE SOUND	FL	33455	1931.9	0	1931.9
2012	10002000045 SCAMMELL, SCOTT	3451 SE LIONEL TER	STUART	FL	34997	2026	0	2026
2012	10006002277 GONNELLA, PAUL	4817 SE DIXIE HWY	STUART	FL	34997	2026.79	0	2026.79
2012	10006002199 DEPALMA ARENE	5922 SE FEDERAL HWY	STUART	FL	34997	2081.74	0	2081.74
2012	10001015665 TASTE A CULINARY ADVENTURE	11750 SE DIXIE HIGHWAY	HOBE SOUND	FL	33455	2118.48	0	2118.48
2012	10002001105 WESTMORELAND ENT LLC	1011 KITCHIN COVE LN	PORT ST LUCIE	FL	34952	2118.48	0	2118.48
2012	10002001286 ROSSEN, JOEL DVM	1702 NW FEDERAL HWY	STUART	FL	34994	2118.48	0	2118.48
2012	10006002412 SPRING SUSI & HIBACHI BUFFET INC	5801 SE FEDERAL HWY	STUART	FL	34997	2118.48	0	2118.48
2012	10002000111 HORN, ROGER S	3182 SE GRAN PARK WAY	STUART	FL	34997	2229.67	0	2229.67
2012	10001014154 GOLDEN BUFFET	2313 SE FEDERAL HWY	STUART	FL	34994	2357.37	0	2357.37
2012	10002000926 FINZ WATERFRONT GRILLE	4290 SE SALENO RD	STUART	FL	34997	2499.74	0	2499.74
2012	10002001419 OCEAN EAST IMPROVEMENTS LLC	580 WHITE PLAINS BLVD	TARRANTOWN	NY	10591	2535.36	0	2535.36
2012	10002000099 KASBAR, FADEL C	2380 SE OCEAN BLVD	STUART	FL	34996	2634.96	0	2634.96
2012	10002000824 IAN'S TROPICAL GRILL	2875 SE OCEAN BLVD	STUART	FL	34996	2653.51	0	2653.51
2012	10000583351 DOCKS, DONALD INC	915 NW FLAGLER AVE	STUART	FL	34994	2839.03	0	2839.03
2012	10002001074 PLANET OZONE	1601 SE FEDERAL HWY	STUART	FL	34994	3153.02	0	3153.02
2012	10002001584 GRAND ISLAND ATHLETIC CLUB	3215 SE FEDERAL HWY	STUART	FL	34997	3776.31	0	3776.31
2012	10001013837 SEARCH SURVEY & RECOVERY	2851 SE ST LUCIE BLVD	STUART	FL	34997	4995.84	0	4995.84
2012	10000007088 QWIKSTOP	9058 SE BRIDGE RD	HOBE SOUND	FL	33455	5205.23	0	5205.23
2012	10006002426 STUART HIBACHI BUFFETT INC	2313 S FEDERAL HWY	STUART	FL	34994	5205.23	0	5205.23
2012	10002001282 BRADLEY, DAVID ALLEN	PO BOX 1846	PALM CITY	FL	34991	5662.59	0	5662.59
2012	10006002302 NEWTON, ROBERT J	4485 SW PORT WAY	PALM CITY	FL	34990	19563.83	0	19563.83
2012	10000013805 GARY, WILLIAMS, PARENTI FINNEY, LEWIS &	221 E OSCEOLA ST STE 300	STUART	FL	34994	19730.06	0	19730.06
2012	10001015692 THE EDDIE HUGGINS LAND GRADING CO LLC	2520 SE WILDOUGHBY BLVD	STUART	FL	34994	21280.77	0	21280.77



Recorded in Martin County, FL 9/27/2021 8:24 AM
 Carolyn Timmann, Clerk of the Circuit Court & Comptroller
 Rec Fees: \$10.00
 CFN#2916268 BK 3259 PG 586 PAGE 1 of 1

ZT18



Florida Department of Revenue WARRANT

OCEAN EAST IMPROVEMENTS LLC
 2300 SE OCEAN BLVD
 STUART, FL 34996-3310

Tax : Sales and Use Tax
 Business Partner # : 1214575
 Contract Object # : 00012481365
 FEIN : 371416538
 Warrant # : 1000000903059

Re: Warrant issued under Chapter

212, 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 Sales and Use Tax TAX(ES).

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

TAX	\$	14826.27
PENALTY	\$	1896.42
INTEREST	\$	317.62
TOTAL	\$	17040.31
FEE(S)	\$	20.00
GRAND TOTAL	\$	17060.31

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 Fort Pierce
 Saint Lucie County, Florida, this 24th day of September, 2021



Jim Zingale, Executive Director
 Department of Revenue, State of Florida

This instrument prepared by:

Authorized Agent

Please bill to:

State of Florida, Department of Revenue
 FORT PIERCE SERVICE CENTER
 337 N US HIGHWAY 1 STE 207-B
 Fort Pierce, FL 34950-4255

DR-78
 R. 04/18



**HONORABLE
RUTH PIETRUSZEWSKI, CFC**

MARTIN COUNTY TAX COLLECTOR
3485 SE WILLOUGHBY BLVD
STUART, FL 34994

Property Address 2300 SE OCEAN BLVD
Legal Description PARCEL LYING IN SE 1/4 OF SEC 3 T38S R41E; COM AT PI E/LN
& S R/W E OCEAN BLVD, S 115.92' FOR POB.
See Additional Legal on Tax Roll

REAL ESTATE

2021 Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

OCEAN EAST IMPROVEMENTS, LLC
C/O DLC MGMT CORP
580 WHITE PLAINS RD 3RD FL
TARRYTOWN, NY 10591

PARCEL ID: 03-38-41-000-000-00100.70000

ALTERNATE ID: 19674

ESCROW CODE:



SCAN TO VIEW YOUR
BILL ONLINE!

If Paid By Nov 30, 2021
Please Pay 156,817.03

Paid \$156,817.03 11/29/2021

Ad Valorem Assessments

Taxing Authority	Telephone	Millage	Assessed Value	Exemption	Taxable Value	Tax Amount
CITY OF STUART-GENERAL-OP	772-288-5310	5.0000	8,525,228	0	8,525,228	42,626.14
CITY OF STUART-DEBT SERV	772-288-5310	0.2004	8,525,228	0	8,525,228	1,708.46
SCHOOL-GENERAL FUND	772-219-1200	3.5750	8,525,228	0	8,525,228	30,477.69
SCHOOL CAPITAL OUTLAY	772-219-1200	1.5000	8,525,228	0	8,525,228	12,787.84
SCHOOL - DISCRETIONARY	772-219-1200	0.7480	8,525,228	0	8,525,228	6,376.87
SCHOOL ADDTNL VOTER MIL	772-219-1200	0.5000	8,525,228	0	8,525,228	4,262.61
CHILDRENS SERVICES ORDNCs	772-288-5758	0.3618	8,525,228	0	8,525,228	3,084.43
FL-INLAND NAVIGATION DIST	561-627-3386	0.0320	8,525,228	0	8,525,228	272.81
S. FLA WTR MGMT	561-686-8800	0.2572	8,525,228	0	8,525,228	2,192.69
COUNTY-GENERAL FUND-OP	772-288-5504	6.7934	8,525,228	0	8,525,228	57,915.28
MILLAGE CODE 3100	TOTAL MILLAGE	18.9678	TOTAL AD VALOREM TAXES		\$161,704.82	

Exemptions

Non Ad Valorem Assessments

Levying Authority	Telephone	Rate (\$ per unit)	Tax Amount
CITY OF STUART FIRE T1	772-288-5310		108.35
CITY OF STUART FIRE T2	772-288-5310		1,537.90
TOTAL NON AD VALOREM TAXES			\$1,646.25
TOTAL			\$163,351.07

*SEE REVERSE SIDE FOR INSTRUCTIONS PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT
OR PAY CURRENT TAXES ONLINE AT [HTTP://MARTINTAXCOLLECTOR.COM](http://MARTINTAXCOLLECTOR.COM)

2021

Make checks payable to: Ruth Pietruszewski, Tax Collector

Mail payments to: 3485 SE Willoughby Blvd Stuart, FL 34994 (772) 288-5600

CANADIAN CHECKS MUST BE PAYABLE IN U.S. FUNDS & DRAWN ON A U.S. BANK **DO NOT SEND CASH**

PARCEL ID: 03-38-41-000-000-00100.70000

ALTERNATE ID: 19674

ESCROW CODE:

OCEAN EAST IMPROVEMENTS, LLC
C/O DLC MGMT CORP
580 WHITE PLAINS RD 3RD FL
TARRYTOWN, NY 10591

Please check one box. Current taxes are processed by the month they are postmarked. Delinquent taxes are processed by the date they are received.

☐ Nov 30, 2021 156,817.03

☐

☐

☐ Paid By **MIDLAND LOAN SERVICES A PNC RE I**

☐ Paid **\$156,817.03 11/29/2021**

TAXES BECOME DELINQUENT APRIL 1 - ADD 3% PLUS FEES

Notice: Failure to pay the amounts due will result in Advertising and a Tax Certificate being issued against the property.





Ruth Pietruszewski
Tax Collector
Martin County, Florida

[Search](#) > Account Summary

Real Estate Account #03-38-41-000-000-00100.70000

Owner:

OCEAN EAST IMPROVEMENTS, LLC

Situs:

2300 SE OCEAN BLVD
STUART

[Parcel details](#)

[GIS Parcel Map](#)

[Property Appraiser Summary](#)



[Get bills by email](#)

Amount Due

Your account is **paid in full**. There is nothing due at this time.

Your last payment was made on **11/29/2021** for **\$156,817.03**. [Print paid bill \(PDF\)](#)

Account History

BILL	AMOUNT DUE
2021 Annual Bill ⓘ	\$0.00 Print (PDF)
2020 Annual Bill ⓘ	\$0.00 Print (PDF)
2019 Annual Bill ⓘ	\$0.00 Print (PDF)
2018 Annual Bill ⓘ	\$0.00 Print (PDF)
2017 Annual Bill ⓘ	\$0.00 Print (PDF)
2016 Annual Bill ⓘ	\$0.00 Print (PDF)
2015 Annual Bill ⓘ	\$0.00 Print (PDF)
2014 Annual Bill ⓘ	\$0.00 Print (PDF)
2013 Annual Bill ⓘ	\$0.00 Print (PDF)
2012 Annual Bill ⓘ	\$0.00 Print (PDF)

Total Amount Due

\$0.00

BILL

2011 Annual Bill ⓘ

2010 Annual Bill ⓘ

2009 Annual Bill ⓘ

Total Amount Due

AMOUNT DUE

\$0.00

 [Print \(PDF\)](#)

\$0.00

 [Print \(PDF\)](#)

\$0.00

 [Print \(PDF\)](#)

\$0.00

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Basic Info

PIN	AIN	Situs Address	Website Updated
03-38-41-000-000-00100-7	19674	2300 SE OCEAN BLVD STUART FL	9/27/22

General Information

Property Owners
OCEAN EAST
IMPROVEMENTS, LLC

Parcel ID
03-38-41-000-000-00100-7

Use Code/Property Class
1600 - 1600 Community
shopping center

Mailing Address
C/O DLC MGMT CORP
580 WHITE PLAINS RD
3RD FL
TARRYTOWN NY 10591

Account Number
19674

Neighborhood
30600 E Ocean_E of PB Road

Property Address
2300 SE OCEAN BLVD STUART FL

Legal Acres
11.2887

Tax District
STUART

Legal Description
PARCEL LYING IN SE 1/4 OF SEC 3
T38S R41...

Ag Use Size (Acre\Sq Ft)
N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2022	\$ 2,360,330	\$ 7,096,030	\$ 9,456,360	\$ 78,610	\$ 9,377,750	\$ 0	\$ 9,377,750

Market values shown on the website reflect market conditions as of January 1st, the statutory assessment date. We are prohibited by law from relying on sales that occur after the January 1 assessment date. Therefore, market values shown on the website do not reflect today's market conditions, but rather the market conditions last year. In addition, the statutes require the county Property Appraiser to deduct for typical costs of sale (which include expenses such as commissions, title insurance, appraisals, inspection fees, etc.) when arriving at market value for tax purposes. That is why the market value for tax purposes is different from what a property would sell for today.

Current Sale

Sale Date 3/26/02	Grantor (Seller) REGENCY OCEAN EAST PARTNERSHIP	Doc Num JKB
Sale Price \$ 11,000,000	Deed Type SW	Book & Page <u>1634 1367</u>

Legal Description

PARCEL LYING IN SE 1/4 OF SEC 3 T38S R41E; COM AT PI E/LN & S R/W E OCEAN BLVD, S 115.92' FOR POB..
CONT S 487.08', NW 913.60', N 600', SE 7.68', S 231.90', E 100', N 210', SE 633.15', S 140.29', SE ALG CURVE
14.17', ELY 156.71' TO POB OCEAN EAST MALL

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.

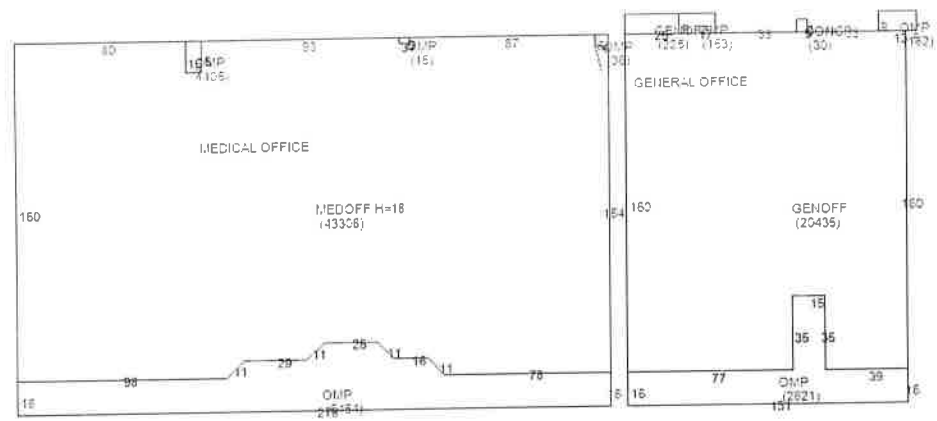
Improvements

PIN	AIN	Situs Address	Website Updated
03-38-41-000-000-00100-7	19674	2300 SE OCEAN BLVD STUART FL	9/27/22

Use Code/Property Class	Total Finished Area	Max Stories
1600 - 1600 Community shopping center	118,252 SF	1

Building Information (1 of 5)

Building Type	Finished Area	Exterior Cover	Roof Cover
Community Shopping Center	63,968 SF	Block with Stucco	N/A
Year Built	Wall	Number of Units	Wall Height
1972	Class C - Fire Resistant	1	17
Bedrooms	Full Baths	Half Baths	
N/A	0	0	

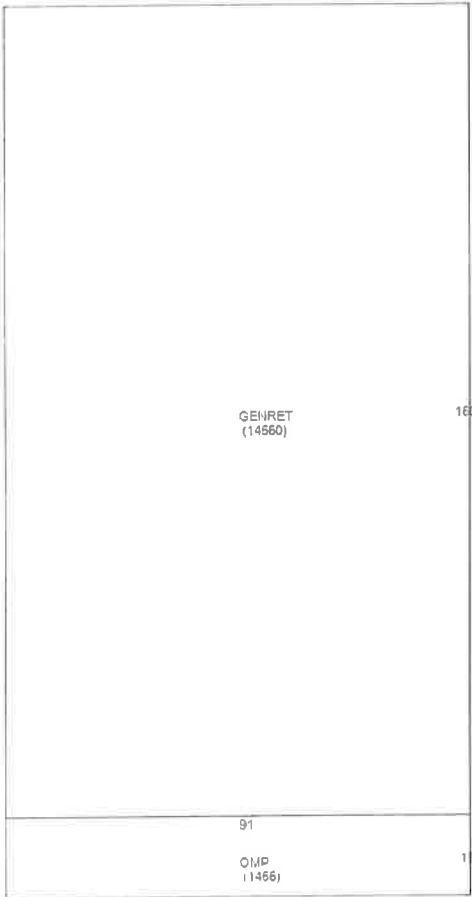


Sketched Area Legend

Sub Area	Description	Area	Finished Area
GENOFF	General Office (344)	20,435	20,435
GENOFF	General Office (344)	225	225
CONCP	Concrete Patio	30	0
OMP	Open Masonry Porch	153	0
OMP	Open Masonry Porch	2,621	0
OMP	Open Masonry Porch	162	0
MEDOFF	Medical Office (341)	43,308	43,308
OMP	Open Masonry Porch	105	0
OMP	Open Masonry Porch	15	0
OMP	Open Masonry Porch	36	0
OMP	Open Masonry Porch	5,464	0

Building Information (2 of 5)

Building Type	Finished Area	Exterior Cover	Roof Cover
Community Shopping Center	14,560 SF	Block with Stucco	N/A
Year Built	Wall	Number of Units	Wall Height
1972	Class C - Fire Resistant	1	20
Bedrooms	Full Baths	Half Baths	
N/A	0	0	



Sketched Area Legend

Sub Area	Description	Area	Finished Area
OMP	Open Masonry Porch	1,456	0
GENRET	General Retail (353)	14,560	14,560

Building Information (3 of 5)

Building Type	Finished Area	Exterior Cover	Roof Cover
Community Shopping Center	3,092 SF	Block with Stucco	N/A
Year Built	Wall	Number of Units	Wall Height
1972	Class C - Fire Resistant	1	20
Bedrooms	Full Baths	Half Baths	
N/A	0	0	

BANK AREA

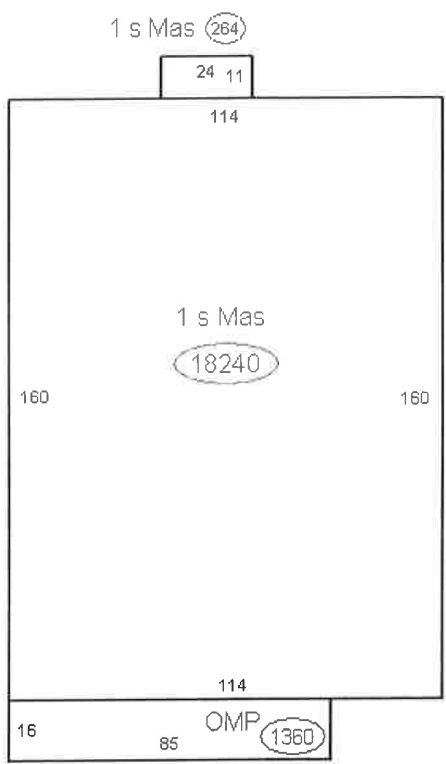


Sketched Area Legend

Sub Area	Description	Area	Finished Area
GENRET	General Retail (353)	3,092	3,092
OMP	Open Masonry Porch	428	0

Building Information (4 of 5)

Building Type	Finished Area	Exterior Cover	Roof Cover
Community Shopping Center	18,504 SF	Block with Stucco	N/A
Year Built	Wall	Number of Units	Wall Height
1972	Class C - Fire Resistant	1	20
Bedrooms	Full Baths	Half Baths	
N/A	0	0	

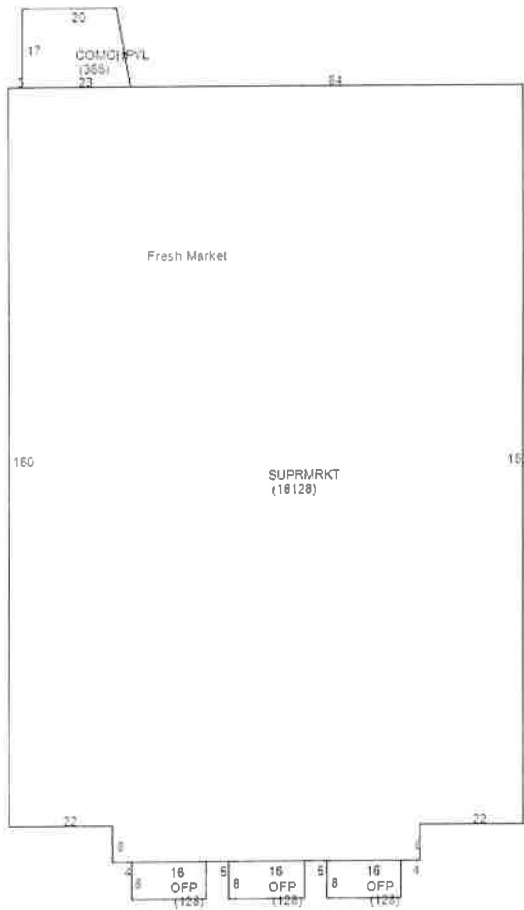


Sketched Area Legend

Sub Area	Description	Area	Finished Area
GENRET	General Retail (353)	264	264
GENRET	General Retail (353)	18,240	18,240
OMP	Open Masonry Porch	1,360	0

Building Information (5 of 5)

Building Type	Finished Area	Exterior Cover	Roof Cover
Community Shopping Center	18,128 SF	Block with Stucco	Com Built-up
Year Built	Wall	Number of Units	Wall Height
1972	Class C - Fire Resistant	1	20
Bedrooms	Full Baths	Half Baths	
N/A	0	0	



Sketched Area Legend

Sub Area	Description	Area	Finished Area
SUPRMRKT	Supermarket (446)(GCM)	18,128	18,128
OFP	Open Frame Porch	128	0
OFP	Open Frame Porch	128	0
OFP	Open Frame Porch	128	0
COMCNPYL	Commercial Canopy - Low Cost	366	0

Features/Yard Items

Type	Qty	Size	Unit of Measure	Year Blt
Concrete Apron	1	7100	Square Feet	1972
Curb - No Gutter	1	1200	Linear Feet	1972
Incadescent Lights	1	29	Per Each	1972
Mercury Lights	1	19	Per Each	1972
Light Pole	1	15	Linear Feet	1972
Light Pole	1	600	Linear Feet	1972
PAVING Asphalt	1	133524	Square Feet	1972
PAVING Asphalt	1	146776	Square Feet	1972
Bumper	1	20	Per Each	2011
Curb - No Gutter	1	253	Linear Feet	2011
Loading Docks	1	366	Square Feet	2011
Mercury Lights	1	1	Per Each	2011
Mercury Lights	1	4	Per Each	2011
PAVING CONCRETE	1	2968	Square Feet	2011

Sales History

PIN	AIN	Situs Address	Website Updated
03-38-41-000-000-00100-7	19674	2300 SE OCEAN BLVD STUART FL	9/27/22

Sale Date	Sale Price	Grantor (Seller)	Deed Type	Doc Num	Book & Page
3/26/02	\$ 11,000,000	REGENCY OCEAN EAST PARTNERSHIP	SW	JKB	<u>1634 1367</u>
1/31/96	\$ 3,135,000	OCEAN EAST MALL, INC	SW		<u>1160 1207</u>
12/30/92	\$ 1,000	SELLER - see file for name	Certificate of Title		<u>0992 0212</u>
6/29/90	\$ 100	SELLER - see file for name	Special Warranty Deed		<u>0866 1157</u>
6/12/87	\$ 2,800,000	SELLER - see file for name	Special Warranty Deed		<u>0723 1000</u>
10/1/75	\$ 2,900,000	SELLER - see file for name	03		

This section is not intended to be a chain of title. Sales do not generally appear until approximately 1 to 3 weeks after the closing date. If a recent sale does not show up in this list, please allow more time for the sale record to be processed.

Value History

PIN	AIN	Situs Address	Website Updated
03-38-41-000-000-00100-7	19674	2300 SE OCEAN BLVD STUART FL	9/27/22

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	County Exemptions	County Taxable Value
2022	\$ 2,360,330	\$ 7,096,030	\$ 9,456,360	\$ 78,610	\$ 9,377,750	\$ 0	\$ 9,377,750
2021	\$ 2,431,140	\$ 6,094,088	\$ 8,525,228	\$ 0	\$ 8,525,228	\$ 0	\$ 8,525,228
2020	\$ 2,360,330	\$ 5,916,590	\$ 8,276,920	\$ 0	\$ 8,276,920	\$ 0	\$ 8,276,920
2019	\$ 2,360,330	\$ 5,675,510	\$ 8,035,840	\$ 0	\$ 8,035,840	\$ 0	\$ 8,035,840
2018	\$ 2,360,330	\$ 5,675,510	\$ 8,035,840	\$ 0	\$ 8,035,840	\$ 0	\$ 8,035,840
2017	\$ 2,360,330	\$ 5,675,510	\$ 8,035,840	\$ 0	\$ 8,035,840	\$ 0	\$ 8,035,840
2016	\$ 2,360,330	\$ 5,675,510	\$ 8,035,840	\$ 0	\$ 8,035,840	\$ 0	\$ 8,035,840
2015	\$ 2,360,330	\$ 5,675,510	\$ 8,035,840	\$ 0	\$ 8,035,840	\$ 0	\$ 8,035,840
2014	\$ 2,360,330	\$ 6,358,010	\$ 8,718,340	\$ 0	\$ 8,718,340	\$ 0	\$ 8,718,340
2013	\$ 2,360,330	\$ 6,358,010	\$ 8,718,340	\$ 0	\$ 8,718,340	\$ 0	\$ 8,718,340
2012	\$ 2,360,330	\$ 6,384,540	\$ 8,744,870	\$ 0	\$ 8,744,870	\$ 0	\$ 8,744,870

WARNING: Significant tax increases often occur when sold. The Taxable Value and Taxes, noted above, may reflect exemptions, classifications and value limitations that will be removed at the time of sale. Homestead exemptions, agricultural classifications, and assessed value limitations are NOT transferable to the new owner. Following a sale, a property's assessed value is reset to the market value & the new owner must reapply for homestead exemption & agricultural classification.



Recorded in Martin County, FL 10/25/2022 8:37 AM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: \$27.00 Deed Tax: \$63,893.90
CFN#2986362 BK 3342 PG 1973 PAGE 1 of 3

Prepared by and return to:
Harold L. Lewis, Esq.
Haber Law, P.A.
251 NW 23rd Street
Miami, FL 33127

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed this 24th day of October, 2022, by OCEAN EAST IMPROVEMENTS, LLC, a Delaware limited liability company, whose address is 565 Taxter Road, Suite 400, Elmsford, NY 10523 ("Grantor") to Ocean East Capital Partners, LLC, a Delaware limited liability company ("Grantee").

W I T N E S E T H:

THAT Grantor, for and in consideration of Ten and No/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantee, the following described property, situate and being in Martin County, Florida (the "Property")

SEE EXHIBIT "A" ATTACHED HERETO

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

THIS CONVEYANCE is subject to the following:

1. Taxes and assessments for the year 2022 and all subsequent years.
2. Zoning ordinances, restrictions, prohibitions and other requirements imposed by governmental authority.
3. Conditions, restrictions, reservations, limitations, easements and agreements of record, if any, but this reference shall not serve to reimpose same.

AND Grantor hereby covenants with Grantee that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

[SIGNATURES APPEAR ON FOLLOWING PAGE]



First American

Owner's Policy

Owner's Policy of Title Insurance (with Florida modifications)

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011412- 1074926e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

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

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

(This Policy is valid only when Schedules A and B are attached)

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COVERED RISKS (Continued)

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
- (b) Not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy; or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also

include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

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

CONDITIONS (Continued)

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
(i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

CONDITIONS (Continued)

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the

Company in connection with its issuance or the breach of a policy provision or other obligation. Effect on the date the demand for arbitration is made, or, at the option of the Insured, the rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642**



First American

Schedule A

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011412-1074926e

Name and Address of Title Insurance Company:

FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

Customer Reference Number: 2300 SE Ocean Blvd

First American File Number: 1062-6239328

Address Reference: 2300 SE OCEAN BLVD, STUART, FL

Amount of Insurance: \$9,127,618.69

Premium: \$Promulgated

Date of Policy: October 25, 2022 at 8:37 a.m.

1. Name of Insured:

Ocean East Capital Partners, LLC, a Delaware limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

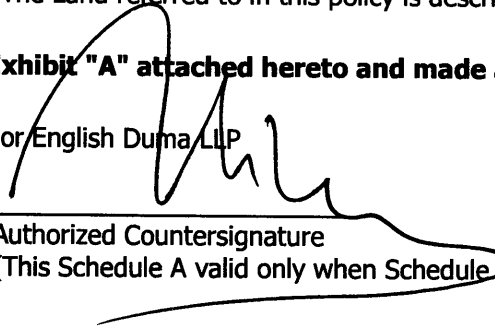
3. Title is vested in:

Ocean East Capital Partners, LLC, a Delaware limited liability company

4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Taylor English Duma LLP

By: 

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)



First American

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011412-1074926e

Agent File Number: 2300 SE Ocean Blvd

FAST File Number: 1062-6239328

The land referred to herein below is situated in the County of MARTIN, State of FL, and described as follows:

PARCEL ONE:

The following described parcel of land situate in Martin County, Florida, lying South of East Ocean Boulevard (State Road A-1-A); The Northeast quarter of the Southeast quarter, Less the West 440 feet thereof, Section 3, Township 38 South, Range 41 East, LESS parcel conveyed to James N. Bruner, as set forth in instrument recorded in Official Records Book 110, page 355, Martin County, Florida public records.

Also described as follows:

Begin at the intersection with the East line of the Northeast one-quarter of the Southeast one-quarter (N.E. 1/4, S.E. 1/4) of Section 3, Township 38 South, Range 41 East, Martin County, Florida and the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West, along the East line of said Northeast one-quarter of the Southeast one-quarter, a distance of 603.00 feet; thence North 76° 51' 47" West, a distance of 913.60 feet to the East line of the West 440.00 feet of said Northeast one-quarter of the Southeast one-quarter (N.E. 1/4 S.E.

1/4), thence North 0° 37' 46" East, along said East line, a distance of 600.00 feet to the Southerly right-of-way line of said State Road A1A; thence South 77° 01' 09" East, along said right-of-way line a distance of 910.97 feet to the Point of Beginning.

LESS AND EXCEPTING the following described parcels:

1. Begin where the West line of the Northeast quarter of the Southeast quarter, less the West 447.50 feet thereof, Section 3, Township 38 South, Range 41 East, intersects the Southerly right-of-way line of State Road A1A; thence run South 0° 37' 46" West, along said West line a distance of 231.90 feet; thence run South 89° 22' 14" East a distance of 100.00 feet; thence run North 0° 37' 46" East, a distance of 210.00 feet to said right-of-way line; thence run North 77° 01' 09" West, a distance of 102.37 feet to the Point of Beginning.

2. Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North 88° 31' 31" West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of 89° 41' 31" and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North 01° 10' 00" East, a distance of 140.29 feet to the intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South 77° 01' 09" East, a distance of 167.77 feet to the Point of Beginning.

PARCEL TWO:

Easement for the benefit of Parcel One above created in Official Records Book 110, page 352 public records of Martin County, Florida, over the following described lands:

That portion of the East 7.5 feet of the West 440 feet of the Northeast Quarter of the Southeast Quarter of Section 3, Township 38 South, Range 41 East, that lies between the Southerly right-of-way line of new State Road A1A and a point which is 650 feet South of said new State Road A1A.

PARCEL THREE:

Easement for the benefit of Parcel One above reserved in Boundary Adjustment and exchange of Quit Claim Deeds, recorded in Official Records Book 723, page 983 public records of Martin County, Florida, over the Easterly 15 feet of the following described lands:

Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South $0^{\circ} 26' 09''$ West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North $88^{\circ} 31' 31''$ West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of $89^{\circ} 41' 31''$ and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North $01^{\circ} 10' 00''$ East, a distance of 140.29 feet to the intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South $77^{\circ} 01' 09''$ East, a distance of 167.77 feet to the Point of Beginning.

**First American****Schedule B****Owner's Policy of Title Insurance**

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011412-1074926e

Customer Reference Number: 2300 SE Ocean Blvd

First American File Number: 1062-6239328

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Defect, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.

NOTE: Exception(s) numbered 1, 2, 4, 5, 6, and 7 above is/are hereby deleted.

8. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.
9. Easement for ingress and egress as set forth in Deed(s) recorded in Book 110, page 353 and Official Records Book 110, page 355 of the public records of Martin County, Florida.
10. Easement(s) granted to Florida Power & Light Company, recorded in Book 333, page 304, of the Public Records of Martin County, Florida.
11. Easement(s) granted to Florida Power & Light Company, recorded in Book 333, page 306, of the Public Records of Martin County, Florida.

12. Easement(s) granted to Florida Power & Light Company, recorded in Book 334, page 1675, of the Public Records of Martin County, Florida.
13. Right of Way Easement(s) granted to Southern Bell Telephone & Telegraph Company, recorded in Book 336, page 489, of the Public Records of Martin County, Florida.
14. Agreement with Standard Oil Company, a Division of Chevron Oil Company, recorded in Book 338, page 548 of the public records of Martin County, Florida.
15. Boundary Adjustment and Exchange of Quit Claim Deeds recorded in Book 723, page 983 of the public records of Martin County, Florida.
16. Easement Agreement recorded in Book 723, Page 1007, as amended under Amendment to Easement Agreement recorded in Book 2312, Page 1069, of the public records of Martin County, Florida.
17. Utility Easement recorded in Book 1194, page 420 and corrected by Utility Easement recorded in Book 1243, page 2132 of the public records of Martin County, Florida.
18. Easement(s) granted to Florida Power & Light Company, recorded in Book 1555, page 2915, of the Public Records of Martin County, Florida.
19. Easement(s) granted to Florida Power & Light Company, recorded in Book 2312, Page 1079.
20. Resolution No. 67-2012 granting special exception for the construction of 120 foot tall Stealth Telecommunications Tower within B-2 Zoning District recorded in Book 2603, Page 1004.
21. Rights of tenants, as tenants only, under those certain lease agreements set forth on Exhibit B attached hereto.

Note: All of the recording information contained herein refers to the Public Records of MARTIN County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.



First American

Exhibit B

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011412 1074926e

**Exhibit B
(See attached)**

Ocean East Mall – List of Leases

Bio Medical (FMC Dialysis)

Addendum to Lease

Shopping Center Lease dated April 20, 1999

Addendum to Lease

Third Amendment dated June 3, 2008

Fourth Amendment dated June 5, 2009

Rent Commencement Letter dated October 1, 2009

Fifth Amendment dated February 16, 2011

Sixth Amendment dated April 17, 2014

Seventh Amendment dated June 12, 2019

Dollar Tree

Lease Agreement dated November 18, 2011

Rent Commencement Letter dated January 2, 2012

First Amendment dated November 8, 2016

Jersey Mike's

Lease dated March 2, 2020

Guaranty date March 2, 2020

Martin Memorial Thrift Store

Lease dated July 22, 2010

Amendment dated November 5, 2013

Second Amendment dated February 3, 2017

Third Amendment dated September 19, 2019

Option to Renew Letter dated June 9, 2021

Renewal Term Letter dated September 2, 2021

Nail Spa by Jason (fka Nail Pro)

Lease dated April 11, 2003

Amendment to Lease dated May 30, 2007

Second Amendment to Lease dated January 28, 2013

Pylon License and Indemnity Agreement dated November 14, 2014

Assignment and Assumption of Lease Agreement dated February 16,

2018 Third Amendment to Lease dated July 31, 2018

Exhibit B (File Number: 1062-6239328)

Assignment and Assumption of Lease Agreement dated September 27, 2018

Ocean East Foot Spa

Lease dated March 31, 2017

Guaranty dated March 31, 2017

Assignment and Assumption and Amendment dated June 29, 2020

Assignment and Assumption dated September 30, 2021

Guaranty dated September 30, 2021

The Fresh Market

Lease Agreement dated May 16, 2011

Memorandum of Lease dated April 21, 2011

Notice of Lease Commencement dated November 28, 2011

Notice of Option Letter dated February 19, 2021

The UPS Store

Lease dated July 12, 1995

Satellite Dish Agreement dated November 30, 1999

First Modification, Assignment and Assumption Agreement dated September 8, 1998

Second Modification to Lease Agreement dated July 10, 2000

Third Modification to Lease Agreement dated June 9, 2005

Fourth Modification to Lease Agreement dated April 16, 2010

Fifth Modification to Lease Agreement dated October 1, 2018

End

Agent File Number: 2300 SE Ocean Blvd
Issuing Office File Number: 1062-6239328

Note: All of the recording information contained herein refers to the Public Records of MARTIN County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service. Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.



Prepared by and return to:
Harold L. Lewis, Esq.
Haber Law, P.A.
251 NW 23rd Street
Miami, FL 33127

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed this 24th day of October, 2022, by OCEAN EAST IMPROVEMENTS, LLC, a Delaware limited liability company, whose address is 565 Taxter Road, Suite 400, Elmsford, NY 10523 ("Grantor") to Ocean East Capital Partners, LLC, a Delaware limited liability company ("Grantee").

WITNESETH:

THAT Grantor, for and in consideration of Ten and No/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantee, the following described property, situate and being in Martin County, Florida (the "Property")

SEE EXHIBIT "A" ATTACHED HERETO

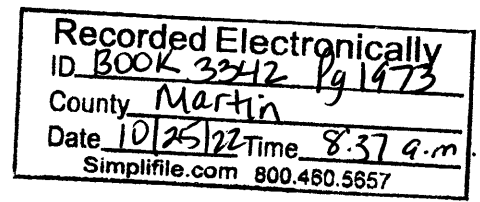
TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

THIS CONVEYANCE is subject to the following:

1. Taxes and assessments for the year 2022 and all subsequent years.
2. Zoning ordinances, restrictions, prohibitions and other requirements imposed by governmental authority.
3. Conditions, restrictions, reservations, limitations, easements and agreements of record, if any, but this reference shall not serve to reimpose same.

AND Grantor hereby covenants with Grantee that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

[SIGNATURES APPEAR ON FOLLOWING PAGE]



Prepared by and return to:
Harold L. Lewis, Esq.
Haber Law, P.A.
251 NW 23rd Street
Miami, FL 33127

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SEE EXHIBIT "A" ATTACHED HERETO

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

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[SIGNATURES APPEAR ON FOLLOWING PAGE]

EXHIBIT "A"

LEGAL DESCRIPTION

The following described parcel of land situate in Martin County, Florida, lying South of East Ocean Boulevard (State Road A-1-A); The Northeast quarter of the Southeast quarter, Less the West 440 feet thereof, Section 3, Township 38 South, Range 41 East, LESS parcel conveyed to James N. Bruner, as set forth in instrument recorded in Official Records Book 110, page 355, Martin County, Florida public records.

Also described as follows:

Begin at the intersection with the East line of the Northeast one-quarter of the Southeast one-quarter (N.E. 1/4, S.E. 1/4) of Section 3, Township 38 South, Range 41 East, Martin County, Florida and the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West, along the East line of said Northeast one quarter of the Southeast one-quarter, a distance of 603.00 feet; thence North 76° 51' 47" West, a distance of 913.60 feet to the East line of the West 440.00 feet of said Northeast one-quarter of the Southeast one-quarter (N.E. 1/4 SE. 1/4), thence North 0° 37' 46" East, along said East line, a distance of 600.00 feet to the Southerly right-of-way line of said State Road A1A; thence South 77° 01' 09" East, along said right-of-way line a distance of 910.97 feet to the Point of Beginning.

LESS AND EXCEPTING the following described parcels:

1. Begin where the West line of the Northeast quarter of the Southeast quarter, less the West 447.50 feet thereof, Section 3, Township 38 South, Range 41 East, intersects the Southerly right-of-way line of State Road A1A; thence run South 0° 37' 46" West, along said West line a distance of 231.90 feet; thence run South 89° 22' 14" East a distance of 100.00 feet; thence run North 0° 37' 46" East, a distance of 210.00 feet to said right-of-way line; thence run North 77° 01' 09" West, a distance of 102.37 feet to the Point of Beginning.

2. Begin where the East line of the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 38 South, Range 41 East, Martin County, Florida intersects the Southerly right-of-way line of State Road A1A (East Ocean Boulevard), thence South 0° 26' 09" West along the East line of said Northeast one-quarter of the Southeast one-quarter a distance of 115.92 feet; thence North 88° 31' 31" West, a distance of 156.71 feet to the point of curvature of a curve to the right having a central angle of 89° 41' 31" and a radius of 9.05 feet; thence Northwesterly along the arc of said curve a distance of 14.17 feet to the end of said curve; thence North 01° 10' 00" East, a distance of 140.29 feet to the Intersection thereof with the Southerly right-of-way line of State Road A1A (East Ocean Boulevard); thence South 77° 01' 09" East, a distance of 167.77 feet to the Point of Beginning.

November 6, 2024

Kristopher McCrain | Development Department
Principal Planner
City of Stuart
Via email

RE: Starbucks @ Ocean East Mall - Plat Review and PRM Inspection – Approval

Dear Mr. McCrain:

As you requested, I have reviewed the above referenced plat for conformance with Florida Statutes Chapter 177, Part 1.

The plat has met all of the requirements of Florida Statutes Chapter 177, Part 1 and hereby approved by the reviewing surveyor.

Reviewed By:



Frank Veldhuis
For NorthStar Geomatics, Inc.

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

City Commission

Meeting Date: 11/25/2024

Prepared by: Lee Baggett

Title of Item:

EXTENSION OF ZONING IN PROGRESS (RC):

RESOLUTION No. 120-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, EXTENDING THE "ZONING IN PROGRESS" UNDER SECTION 1.04.04, STUART LAND DEVELOPMENT CODE, AS AUTHORIZED IN RESOLUTION 95-2024, AS IT RELATES TO NEW DEVELOPMENT WITH THE EXCEPTION FOR SINGLE-FAMILY DWELLINGS, REQUESTS THAT DO NOT INCREASE THE DENSITY OR INTENSITY OF AN EXISTING USE OR STRUCTURE, OR ANY COMMERCIAL PROJECT THAT DOES NOT INCLUDE A RESIDENTIAL COMPONENT AND THAT DOES NOT INCREASE THE SQUARE FOOTAGE OF ANY STRUCTURE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

On August 26, 2024, the City Commission directed City staff to initiate a "Zoning in Progress" authorized under Section 1.04.04 of the City of Stuart Land Development Code. The purpose of the Zoning in Progress is to allow the City Commissioners to evaluate and make text amendments or map changes to the City of Stuart Land Development Code and Comprehensive Plan, if applicable.

On September 16, 2024, the City Commission adopted Resolution 95-2024 initiating the Zoning in Progress procedure for three (3) months, which commenced on September 5, 2024, or until December 5, 2024, as authorized in Section 1.04.04 of the Stuart Land Development Code. Pursuant to Section 1.04.04(2) of the City of Stuart Land Development Code, the maximum freeze period allowed for Zoning in Progress shall be three (3) months, except if the City Commission extends the period for up to an additional three (3) months for good cause, and upon making a finding that it is in the public interest to do so.

The City Commission has held workshops, accepted public input and evaluated professionally acceptable materials related to the issues in the Zoning in Progress. The issues addressed in the Zoning in Progress are complicated, and additional time is necessary to ensure that any changes are appropriate. There is good cause for additional time to be spent evaluating and drafting any text amendments that may be necessary.

At the Zoning in Progress workshop held on November 7, 2024, the City Commission voted unanimously to add another exception to the Zoning in Progress which allows the City Development Department to accept and process applications for any commercial project that does not include a residential component and that does not increase the square footage of any structure.

The City Commission has requested to extend the "Zoning in Progress" or pending ordinance doctrine, thereby deferring the acceptance, processing, and approval of all applications on properties, except for properties and development described herein, submitted after September 4, 2024. This deferral shall last for an additional three (3) months from December 5, 2024, until March 4, 2025, or until the City Commission adopts on second reading of the amendments under review and such amendments become effective, whichever occurs first.

During the “Zoning in Progress,” the City’s Development Department shall not accept or process applications except for single-family dwellings, governmental buildings, requests that do not increase the density or intensity of an existing use or structure, or any commercial project that does not include a residential component and that does not increase the square footage of any structure. This “Zoning in Progress” shall apply to new development, amendments to planned unit developments, amendments to development orders, substantial improvements and substantial renovation as defined in Chapter 12 of the Stuart Land Development Code.

Funding Source:

N/A

Recommended Action:

Request for the City Commission to provide direction to City staff regarding Resolution 120-2024.

ATTACHMENTS:

1. R120-2024 - Extending Zoning in Progress
2. 095-2024



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 120-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, EXTENDING THE “ZONING IN PROGRESS” UNDER SECTION 1.04.04, STUART LAND DEVELOPMENT CODE, AS AUTHORIZED IN RESOLUTION 95-2024, AS IT RELATES TO NEW DEVELOPMENT WITH THE EXCEPTION FOR SINGLE-FAMILY DWELLINGS, REQUESTS THAT DO NOT INCREASE THE DENSITY OR INTENSITY OF AN EXISTING USE OR STRUCTURE, OR ANY COMMERCIAL PROJECT THAT DOES NOT INCLUDE A RESIDENTIAL COMPONENT AND THAT DOES NOT INCREASE THE SQUARE FOOTAGE OF ANY STRUCTURE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on August 26, 2024, the City Commission directed City staff to initiate a “Zoning in Progress” authorized under Section 1.04.04 of the City of Stuart Land Development Code; and

WHEREAS, the purpose of the Zoning in Progress was to allow the City Commissioners and City staff to evaluate and make text amendments or district map changes to the City of Stuart Land Development Code, if applicable; and

WHEREAS, on September 16, 2024, the City Commission adopted Resolution 95-2024 initiating the Zoning in Progress procedure for three (3) months, which commenced on September 5,

2024, or until December 5, 2024, as authorized in Section 1.04.04 of the Stuart Land Development Code; and

WHEREAS, pursuant to Section 1.04.04(2) of the City of Stuart Land Development Code, the maximum freeze period allowed for Zoning in Progress shall be three (3) months, except if the City Commission extends the period for up to an additional three (3) months for good cause, and upon making a finding that it is in the public interest to do so; and

WHEREAS, the City Commission has held workshops, accepted public input and evaluated professionally acceptable materials related to the issues in the Zoning in Progress. The issues addressed in the Zoning in Progress are complicated, and additional time is necessary to ensure that any changes are appropriate. There is good cause for additional time to be spent evaluating and drafting any text amendments that may be necessary; and

WHEREAS, at a workshop held on November 7, 2024, the City Commission voted unanimously to add another exception to the Zoning in Progress which allows the City's Development Department to accept and process applications for any commercial project that does not include a residential component and that does not increase the square footage of any structure.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, THAT:

SECTION 1: Recitals. The above-stated recitals are true and correct and are incorporated by this reference.

SECTION 2: Extension of Zoning in Progress. The City Commission adopts this Resolution to extend the "Zoning in Progress" or pending ordinance doctrine, thereby deferring the acceptance, processing, and approval of all applications on properties, except for properties and development described herein, submitted after September 4, 2024. This deferral shall last for an additional three (3) months from December 5, 2024, until March 4, 2025, or until the City Commission adopts on second reading of the amendments under review and such amendments become effective, whichever occurs first.

SECTION 3: Restrictions. During the "Zoning in Progress," the City's Development Department shall not accept or process applications except for single-family dwellings, governmental buildings,

requests that do not increase the density or intensity of an existing use or structure, or any commercial project that does not include a residential component and that does not increase the square footage of any structure. This “Zoning in Progress” shall apply to new development, amendments to planned unit developments, amendments to development orders, substantial improvements and substantial renovation as defined in Chapter 12 of the Stuart Land Development Code.

SECTION 4: Authorization. The appropriate City officials are authorized to take any necessary action to effectuate the intent of this Resolution.

SECTION 5: Conflict. If any resolution(s), or part(s) of any resolution, is in conflict herewith, this Resolution shall control to the extent of conflicting provisions.

SECTION 6: Severability. The provisions of this Resolution are intended to be severable. If any part(s) of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

SECTION 7: Effective Date. This Resolution shall take effect immediately upon its adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll

call vote, the vote was as follows:

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of November, 2024.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 95-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, DECLARING “ZONING IN PROGRESS” UNDER SECTION 1.04.04, STUART LAND DEVELOPMENT CODE, FOR NEW DEVELOPMENT EXCEPT FOR SINGLE-FAMILY DWELLINGS OR REQUESTS THAT DO NOT INCREASE THE DENSITY OR INTENSITY OF AN EXISTING USE OR STRUCTURE; DIRECTING CITY STAFF TO REVIEW AND PROPOSE CERTAIN AMENDMENTS TO THE STUART LAND DEVELOPMENT CODE, THE COMPREHESIVE PLAN AND THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on August 26, 2024, the City Commission directed City staff to initiate a ‘Zoning in Progress’ authorized under Section 1.04.04 of the City of Stuart Land Development Code; and

WHEREAS, the purpose of the zoning in progress is to allow the City Commissioners and City staff to evaluate and make text amendments or district map changes to the City of Stuart Land Development Code, if applicable; and

WHEREAS, the City Commission deems it in the best interest of the citizens and residents of the City of Stuart to initiate a staff review of the zoning standards for all zoning categories and districts in the City of Stuart and initiate certain amendments to the Land Development Code, the Comprehensive Plan and Code of Ordinances; and

WHEREAS, the City Commission may hold workshops, request public input or evaluate professionally acceptable material related to any potential amendments or recommendations; and

WHEREAS, during the Zoning in Progress, no plans, permit(s), license(s), or other development order(s) of any kind shall be issued if issuance would result in the nonconforming or unlawful use of the subject property in the event that the text amendment or zoning district change be enacted by the City Commission pursuant to Section 1.04.04(2) of the City of Stuart Land Development Code; and

WHEREAS, pursuant to Section 1.04.04(2) of the City of Stuart Land Development Code, the maximum freeze period allowed for Zoning in Progress shall be three (3) months, except if the City Commission extends the period for up to an additional three (3) months for good cause, and upon making a finding that it is in the public interest to do so; and

WHEREAS, the City Commission further determines that this Resolution shall not apply to any application that was filed on or before September 4, 2024; and

WHEREAS, having conducted a duly noticed public hearing, the City Commission finds that this Resolution is in the best interest and welfare of the City of Stuart.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, THAT:

SECTION 1: Recitals. The above-stated recitals are true and correct and are incorporated by this reference.

SECTION 2: Invocation of Zoning in Progress. The City Commission adopts this Resolution and invokes the “Zoning in Progress” or pending ordinance doctrine, thereby deferring the acceptance, processing, and approval of all applications on properties, except for properties and development described herein, submitted after September 4, 2024. This deferral shall last for three (3) months, or until the City Commission adopts on second reading of the amendments under review and such amendments become effective, whichever occurs first. During the “Zoning in Progress,” the City’s

Development Department shall not accept or process applications except for single-family dwellings, governmental buildings or requests that do not increase the density or intensity of an existing use or structure. This "Zoning in Progress" shall apply to new development, amendments to planned unit developments, amendments to development orders, substantial improvements and substantial renovation as defined in Chapter 12 of the Stuart Land Development Code.

SECTION 3: Authorization. The appropriate City officials are authorized to take any necessary action to effectuate the intent of this Resolution.

SECTION 4: Effective Date. This Resolution shall take effect immediately upon its adoption.

Commissioner COLLINS offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner GIOBBI and upon being put to a roll call vote, the vote was as follows:

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

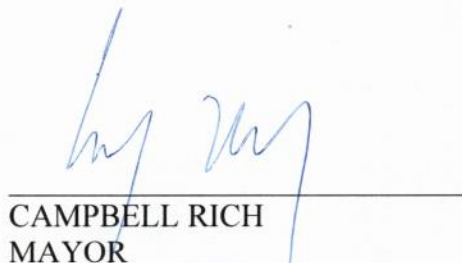
YES	NO	ABSENT	ABSTAIN
	N		
Y			
		ABSENT	
Y			
Y			

ADOPTED this 16th day of September, 2024.

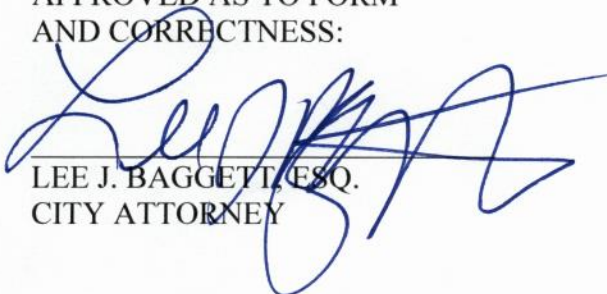
ATTEST:



MARY R. KINDEL, MMC 9/19/24
CITY CLERK


CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


LEE J. BAGGETT, ESQ.
CITY ATTORNEY



Sec. 1.04.04. - Zoning in progress.

- (1) *Purpose.* The purpose of zoning in progress is to allow the city to make a text amendment or district map change to the Stuart Land Development Code, and apply that change to development applications submitted following the declaration of zoning in progress. Additionally, zoning in progress allows a temporary hold on permits, licenses and other development orders already in progress, if there is a pending change in the Land Development Code that would affect the permit, license or other development order.
- (2) *No permits issued; and period of time.* During the period of time that the land planning agency or the city commission is considering either a text amendment or a change of zoning district to the Stuart Land Development Code, no plans, permit(s), license(s), or other development order(s) of any kind shall be issued if issuance would result in the nonconforming or unlawful use of the subject property in the event that the text amendment or zoning district change be enacted by the city commission (freeze period). The maximum freeze period allowed for zoning in progress shall be three months, except that the city commission may extend the period for up to an additional three months for good cause, and upon making a finding that it is in the public interest to do so.
- (3) *Notice of declaration.* The declaration of zoning in progress, and the freeze period on development orders, permits and licenses shall begin on the earlier of:
 - (a) Publication of a notice of a public hearing before the city commission to consider a resolution declaring zoning in progress; or
 - (b) Publication of a notice of a public hearing before the local planning agency on a text amendment or zoning district change, which notice also includes a notice of zoning in progress.
- (4) *Applicability.*
 - (a) Upon adoption of a text amendment or district map change, all pending applications, permits, licenses, and other development orders shall conform to the new provisions.
 - (b) Notwithstanding anything contained in this section to the contrary, no application for a text amendment to the Code, or map rezoning, plan approval, permit, or other development order shall be held up by this procedure for more than a total of six months, including all time periods described herein. Any such approval shall be deemed granted, if so affected, except as provided in subsection (c) below.
 - (c) Where an affected property owner requests a postponement or other delay of an application, such period of delay shall toll the running of the freeze period.
 - (d) If it is determined by the city development director that an application for a text amendment or map rezoning, plan, permit, license, or other development order would not

violate the provisions of a pending zoning measure, such application, shall be exempt from this section.

(Ord. No. 2056-05, § 1, 11-28-05)

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/25/2024

Prepared by: Flamur Zenelovic

Title of Item:

OPIOID SETTLEMENT EXPENDITURES, AED'S AND PSA (RC):

RESOLUTION No. 122-2024: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 3 TO THE FISCAL YEAR 2025 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FROM THE OPIOID SETTLEMENT TO PURCHASE AUTOMATED EXTERNAL DEFIBRILLATORS, OTHER FIRST AID SUPPLIES, AND CREATING A PUBLIC SERVICE ANNOUNCEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Request a budget amendment to use Opioid Settlement Funds to purchase eight Automated External Defibrillators (AED's), other first aid supplies for patrol officers, and create a public service video on the dangers of opioids in our community.

Funding Source:

001-22313-000 Deferred Revenue (Opioid Settlement)

Recommended Action:

Approve Resolution No. 122-2024 / BA No. 03.

ATTACHMENTS:

1. R122 - 2024 BA No. 3 - OpioidSettlement Expenditures, AED's and Video
2. Core Medical AED Quote for Patrol
3. Stuart PD Opioid Video Project DCF Form



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 122-2024

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA, AUTHORIZING
BUDGET AMENDMENT No. 3 TO THE FISCAL
YEAR 2025 BUDGET; APPROPRIATING AND
AUTHORIZING THE EXPENDITURE OF FUNDS
FROM THE OPIOID SETTLEMENT TO PURCHASE
AUTOMATED EXTERNAL DEFIBRILATORS,
OTHER FIRST AID SUPPLIES, AND CREATING A
PUBLIC SERVICE ANNOUNCEMENT ;
PROVIDING AN EFFECTIVE DATE; AND FOR
OTHER PURPOSES.**

* * * * *

WHEREAS, the City of Stuart (“City”) adopts a balanced budget annual for Revenues and Appropriations as part of the Fiscal Year Operating Budget which is intended to provide for the general operations of the City and the various funds, anticipating regular operating costs and expected capital acquisitions, the City monitors and reviews the progress of the operating budget throughout the fiscal year; and

WHEREAS, the City from time to time identifies unexpected or unintended expenditures as well as, additional revenues and possible shortfalls, and therefore, must amend the Fiscal Year Operating Budget to accommodate these variations.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The 2024-2025 Fiscal Year Operating Budget for the General Fund is hereby further amended, as follows:

From: Revenue Funds – 001-22313-000 Deferred Revenue \$24,500.00
To: 001-36930 Settlements

To: Expenditures
AEDs 001-53552-190 Operating Supplies \$15,500.00
Outreach Video 001-53548-190 Promotional Activities \$9,000

SECTION 2: This resolution shall take effect upon adoption.

Commissioner offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner and upon being put to a roll call vote, the vote was as follows:

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 25th day of November, 2024.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

Sales Quote QUO099485



Coro Medical LLC

1001 Flagpole Ct
Brentwood, TN 37027

Document Date

November 1, 2024

Bill-To Address

Stuart Police Department
Capt. Zenelovic
830 SE M.L.K. Jr Blvd
Stuart, FL 34994
USA

Ship-to Address

Stuart Police Department
Capt. Zenelovic
830 SE M.L.K. Jr Blvd
Stuart, FL 34994
USA

Quote Expiration Date

December 31, 2024

Salesperson

Blake Barclay

Payment Terms

Net 30 days

No.	Description	Quantity	Unit	Unit Price	Line Amount
8000-004000-01	ZOLL AED Plus Semi-Auto, New - Includes Pads	8	Each	1,450.00	11,600.00
	Includes:				
	5 Yr AED Warranty (7 Yr with Product Registration)				
	Duracell® Lithium Battery Set				
	Zoll AED Soft Carry Case				
	Zoll Data Review Software				
	Zoll AED Plus Demonstration and Set-up CD				
	Physician's Prescription				

Home Page
www.AED.us

Phone No.
800.695.1209

Email
support@coromed.us

Tax Registration No.
82-2669986

Sales Quote QUO099485

November 1, 2024

Page 2 / 2

AEDUS-DECAL	AED.us "AED Inside" Window decal	8	Each	0.00	0.00
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AEDUS-TAG	AED.us AED Inspection Tag	8	Each	0.00	0.00
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8911-003000-01	ZOLL Mobilize Rescue Systems, COMPACT. Includes SOF-T Tourniquet, QuikClot Dressing, Hyfin Chest Sea	8	Each	299.00	2,392.00
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NASPO Contract # SW300

Sourcewell Contract # 041823-ZLL

Subtotal	13,992.00
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Total Tax	155.48
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Total \$	14,147.48
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Amount Subject to Sales Tax	2,392.00
-----------------------------	----------

Amount Exempt from Sales Tax	11,600.00
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MOTOR VEHICLE AND EQUIPMENT PURCHASE FORM

Purpose: The purpose of this form is to obtain written prior approval for motor vehicle or equipment purchases that will use opioid settlement funding specified for the CORE initiative.

This form is also used to establish a documented justification for motor vehicle and equipment purchases using Opioid Settlement funding.

General Purpose Equipment: means equipment which is not limited to research, medical, scientific or other technical activities. Examples include office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles. ([2 CFR 200.1](#))

TO: SUBSTANCE ABUSE AND MENTAL HEALTH (SAMH) MANAGEMENT

Request Date:

Managing Entity Name:

Funds Type:

County/Municipality of Use:

Information Needed for the Vehicle Request:

Item Name/Vehicle:	Public Service Awareness Video on the dangers of Opioids
Estimated or Actual Cost:	\$8, 000 Estimated
Estimated Useful Life in Years:	NA
Link to the Item if Applicable:	
Description/Purpose: <i>[Provide sufficient description and other information here to allow SAMH to determine whether the request is necessary and reasonable for the program. Include an explanation of how the vehicle will be used to support the work of the program.]</i>	The Stuart Police Department would to pay a company to produce a 3-5 minute public service awareness video on the dangers of opioids in the Stuart Community. We plan to involve community members and stake holders to assist with our message.
Additional Information: <i>[Include any additional information or other comments you feel necessary for SAMH to complete an analysis of this approval request.]</i>	A copy of an estimate from a production company is attached.
Attachments Provided:	Yes ☐ No ☐

Certification Statement:

Please note that the transmission of this form to SAMH indicates your acknowledgment of applicable purchasing policies and/or [procurement standards](#) from Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards". Transmission of this form to SAMH also indicated compliance with the above-mentioned standard.

Name/Title of Authorized Requestor:

Date Signed:

SAMH's granting of prior approval [for motor vehicle or equipment purchases using CORE funds] is given based on the limited facts presented as justification for the proposed expenditure. In the event that the actual expenditure is not in accordance with the facts presented to SAMH or OMB requirements, the expenditure can still be questioned or disallowed. Factors affecting this include, but are not limited to:

- Inadequate documentation.
- Failure to follow internal, state, or federal policies.
- Expenditure is not necessary and reasonable or
- Failure to comply with applicable federal law or regulations.

SUBMITTING PRIOR APPROVAL REQUESTS

Grantees can submit prior approval requests [for motor vehicle purchases using CORE funds] via email to **Mercedes.Bosque@myflfamilies.com**.

PROPERTY STANDARDS:**Insurance Coverage** per 2 CFR 200.310:

The non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

Management Requirements per 2 CFR 200.313(d):

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

1. Property records must be maintained that include:
 - Description of the property,
 - Serial number or other identification number,
 - Source of funding for the property (including the Federal Award Identification Number (FAIN)),
 - Who holds title, the acquisition date,
 - Cost of the property,
 - Percentage of Federal participation in the project costs for the Federal award under which the property was acquired,
 - Location,
 - Use and condition of the property,
 - Any disposition data including the date of disposal and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep the property in good condition.
5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

DISPOSITION PER 2 CFR 200.313(E):

When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

1. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Federal awarding agency.
2. Except as provided in [§ 200.312\(b\)](#), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
3. The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.
4. In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

Equipment and other capital expenditures per 2 CFR 200.439

See [§ 200.1](#) for the definitions of capital expenditures, equipment, special purpose equipment, general purpose equipment, acquisition cost, and capital assets.

Capital Expenditure

expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.

Equipment

tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also the definitions of *capital assets*, *computing devices*, *general purpose equipment*, *information technology systems*, *special purpose equipment*, and *supplies* in this section.

<i>Special Purpose Equipment</i>	means equipment which is used only for research, medical, scientific, or other technical activities. Examples of special purpose equipment include microscopes, x-ray machines, surgical instruments, and spectrometers. See also the definitions of <i>equipment</i> and <i>general purpose equipment</i> in this section.
<i>General Purpose Equipment</i>	<i>equipment which is not limited to research, medical, scientific or other technical activities. Examples include office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles. See also the definitions of equipment and special purpose equipment in this section.</i>
<i>Acquisition Cost</i>	the cost of the asset including the cost to ready the asset for its intended use. Acquisition cost for equipment, for example, means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Acquisition costs for software includes those development costs capitalized in accordance with generally accepted accounting principles (GAAP). Ancillary charges, such as taxes, duty, protective in transit insurance, freight, and installation may be included in or excluded from the acquisition cost in accordance with the non-Federal entity's regular accounting practices.
<i>Capital Assets</i>	1. Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include: (i) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, exchange, or through a lease accounted for as financed purchase under Government Accounting Standards Board (GASB) standards or a finance lease under Financial Accounting Standards Board (FASB) standards; and (ii) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2. For purpose of this part, capital assets do not include intangible right-to-use assets (per GASB) and right-to-use operating lease assets (per FASB). For example, assets capitalized that recognize a lessee's right to control the use of property and/or equipment for a period of time under a lease contract. See also § 200.465.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/25/2024

Prepared by: Flamur Zenelovic

Title of Item:

SHOP WITH A COP EXPENDITURE (RC):

RESOLUTION No. 123-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 4 TO THE FISCAL YEAR 2025 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR SHOP WITH A COP; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Request a budget amendment to move \$1,571.55 donated to the City by Walmart in 2023 to the police budget to be used by community relations officers for an upcoming Shop with a Cop community event.

Funding Source:

Other Sources - 001-38000-000
\$1,571.55

Recommended Action:

Approve Resolution No. 123-2024 / BA No. 04

ATTACHMENTS:

1. R123 - 2024 BA No. 4 - Shop with a cop
2. Shop with a Cop Walmart Donation E-mail R123-2024



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 123-2024

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA, AUTHORIZING
BUDGET AMENDMENT No. 4 TO THE FISCAL
YEAR 2025 BUDGET; APPROPRIATING AND
AUTHORIZING THE EXPENDITURE OF FUNDS
FOR SHOP WITH A COP ; PROVIDING AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the City of Stuart (“City”) adopts a balanced budget annual for Revenues and Appropriations as part of the Fiscal Year Operating Budget which is intended to provide for the general operations of the City and the various funds, anticipating regular operating costs and expected capital acquisitions, the City monitors and reviews the progress of the operating budget throughout the fiscal year; and

WHEREAS, the City from time to time identifies unexpected or unintended expenditures as well as, additional revenues and possible shortfalls, and therefore, must amend the Fiscal Year Operating Budget to accommodate these variations.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA THAT:**

SECTION 1: The 2024-2025 Fiscal Year Operating Budget for the General Fund is hereby further amended, as follows:

From: Other Sources - 001-38000-000
\$1,571.55

To: Operating Supplies – 001-53552-190
\$1,571.55

SECTION 2: This resolution shall take effect upon adoption.

Commissioner offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner and upon being put to a roll call vote, the vote was as follows:

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 25th day of November, 2024.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

Zenelovic, Flamur

From: Boglioli III, Louis J.
Sent: Thursday, November 7, 2024 4:41 PM
To: Browning, Judy; Zenelovic, Flamur; Duran, Amy
Cc: Tumminelli, Joseph; Salen, Amanda
Subject: RE: Walmart Donation Received \$5,500.00 - Budget Amendment Number

See edit below

From: Browning, Judy <jbrowning@stuartfl.gov>
Sent: Thursday, November 7, 2024 4:34 PM
To: Zenelovic, Flamur <fzenelovic@stuartfl.gov>; Boglioli III, Louis J. <lboglioli@stuartfl.gov>; Duran, Amy <aduran@ci.stuart.fl.us>
Cc: Tumminelli, Joseph <jtumminelli@stuartfl.gov>; Salen, Amanda <asalen@ci.stuart.fl.us>
Subject: RE: Walmart Donation Received \$5,500.00 - Budget Amendment Number

Use Budget Amendment #5 – Amount \$1,500.00

Funds from: 001-38000-000 **Other Sources**
To: 001-53552-190 Operating Supplies

From: Zenelovic, Flamur <fzenelovic@stuartfl.gov>
Sent: Thursday, November 7, 2024 4:26 PM
To: Boglioli III, Louis J. <lboglioli@stuartfl.gov>; Browning, Judy <jbrowning@stuartfl.gov>; Duran, Amy <aduran@ci.stuart.fl.us>
Cc: Tumminelli, Joseph <jtumminelli@stuartfl.gov>
Subject: RE: Walmart Donation Received \$5,500.00

Thank you. I will work on this next week.

Thank you,

Flamur Zenelovic
Captain-Support Services
Stuart Police Department
830 Martin Luther King Jr. Blvd.
Stuart, Florida 34994
(772) 220-3923 (office)
(585) 506-8062 (cellular)
fzenelovic@ci.stuart.fl.us



From: Boglioli III, Louis J. <lboglioli@stuartfl.gov>
Sent: Thursday, November 7, 2024 3:46 PM
To: Browning, Judy <jbrowning@stuartfl.gov>; Duran, Amy <aduran@ci.stuart.fl.us>
Cc: Tumminelli, Joseph <jtumminelli@stuartfl.gov>; Zenelovic, Flamur <fzenelovic@stuartfl.gov>
Subject: RE: Walmart Donation Received \$5,500.00

Unfortunately, to use those funds, it would require a budget amendment to recognize the revenue and add to the Police expense budget.

From: Browning, Judy <jbrowning@stuartfl.gov>
Sent: Thursday, November 7, 2024 1:40 PM
To: Duran, Amy <aduran@ci.stuart.fl.us>
Cc: Tumminelli, Joseph <jtumminelli@stuartfl.gov>; Zenelovic, Flamur <fzenelovic@stuartfl.gov>; Boglioli III, Louis J. <lboglioli@stuartfl.gov>; Zenelovic, Flamur <fzenelovic@stuartfl.gov>
Subject: RE: Walmart Donation Received \$5,500.00

Great,

I included Joly because he sometimes has ideas how to do things without a budget amendment, 😊

From: Duran, Amy <aduran@ci.stuart.fl.us>
Sent: Thursday, November 7, 2024 12:44 PM
To: Browning, Judy <jbrowning@stuartfl.gov>
Cc: Tumminelli, Joseph <jtumminelli@stuartfl.gov>; Zenelovic, Flamur <fzenelovic@stuartfl.gov>; Boglioli III, Louis J. <lboglioli@stuartfl.gov>; Zenelovic, Flamur <fzenelovic@stuartfl.gov>
Subject: RE: Walmart Donation Received \$5,500.00

Judy,

Thank you so much for researching that for me. Yes, I would love to use \$1,500 for our annual Shop with a Cop event if approved by Chief and Joly.

Thank you,



CPL. AMY DURAN

Community Relations Unit

772-220-3911

aduran@ci.stuart.fl.us

830 SE MLK Jr Blvd., Stuart, FL 34994

cityofstuart.us

From: Browning, Judy <jbrowning@stuartfl.gov>

Sent: Wednesday, November 6, 2024 4:30 PM

To: Duran, Amy <aduran@ci.stuart.fl.us>

Cc: Tumminelli, Joseph <jtumminelli@stuartfl.gov>; Zenelovic, Flamur <fzenelovic@stuartfl.gov>; Boglioli III, Louis J. <lboglioli@stuartfl.gov>; Zenelovic, Flamur <fzenelovic@stuartfl.gov>

Subject: Walmart Donation Received \$5,500.00

Hi Amy,

I will try to make this long story short.

Walmart's donation of \$5,500.00 was received in July 2023.

In December 2023 and July 2024 there was a total spent of \$3928.45.

Technically there is a balance from 2023 of \$1,571.55, but it did not roll into FY24, so it is gone.

You can do a budget amendment from Fund Balance for the \$1,571.55 if Chief and Joly agree?

Let me know if you want to go that route.

Judy Browning

Senior Accountant

Hours Mon-Thurs 8:00 am – 5:30 pm
Friday 8:00 am – 12:00pm

City of Stuart
121 SW Flagler Ave
Stuart, FL 34994
Phone: (772) 288-5321

Fax: (772) 288-5323



**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/25/2024

Prepared by: Ben Hogarth

Title of Item:

LEGISLATIVE PRIORITIES FOR THE 2025 LEGISLATIVE SESSION (RC):

RESOLUTION No. 116-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE ADOPTION OF LEGISLATIVE PRIORITIES FOR THE 2025 LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Each year, the City of Stuart identifies critical legislative priorities such as appropriation requests for the state legislature to consider during its annual legislative session. Based on recent city commission discussions and prioritizations of projects, city staff has identified Phase 2 improvements to the Guy Davis Park project as the priority appropriation request for FY 2025. Monies secured through the state legislature could be later applied to the project and help offset costs of the project so that it is not entirely funded at the local level. During the 2024 Legislative Session, Stuart was appropriated half of its \$1 Million request for Phase 1 of the Guy Davis Project.

Funding Source:

CRA Funding: \$7 Million (local match)
State appropriation FY2024: \$500,000 (state match)
State Funding Request FY2025: \$1 Million

Recommended Action:

Motion approval Resolution No. 116-2024

ATTACHMENTS:

1. R116-2024 - Adopting Legislative Priorities for the 2025 Legislative Session
2. R116-2024 Summary of Legislative Priorities for the 2025 Legislative Session



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 116-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE ADOPTION OF LEGISLATIVE PRIORITIES FOR THE 2025 LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission of the City of Stuart is committed to legislative advocacy in the state capital on issues that directly and indirectly concern city residents; and

WHEREAS, the City's participation in advocacy efforts through the Florida League of Cities legislative program is fundamental in the protection of home rule powers; and

WHEREAS, the City Commission has identified a state appropriation request for funding of Phase 2 Improvements to the Guy Davis Community Park Revitalization Project as its chief legislative priority for the 2025 Legislative Session.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, THAT:

SECTION 1: The foregoing precatory language is adopted as if set forth below.

SECTION 2: The City Commission of the City of Stuart hereby approves and adopts Legislative Priorities for the 2025 Legislative Session and authorizes the City Clerk to transmit a copy of this Resolution and attached priorities summary to the Martin County Legislative Delegation.

SECTION 3: This Resolution shall become effective upon its adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption.
The motion was seconded by Commissioner _____ and upon being put to a roll call
vote, the vote was as follows:

CAMPBELL RICH, MAYOR
EULA R. CLARKE, VICE MAYOR
CHRISTOPHER COLLINS, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY



2025 LEGISLATIVE PRIORITIES

THE FOLLOWING LEGISLATIVE MATTERS HAVE BEEN IDENTIFIED BY THE CITY OF STUART CITY COMMISSION AS THE MOST URGENT LEGISLATIVE PRIORITIES FOR THE CITY IN THE YEAR 2025.

WE THANK THE MARTIN COUNTY DELEGATION FOR THEIR CONSIDERATION.

APPROPRIATION REQUEST:

1. GUY DAVIS COMMUNITY PARK REVITALIZATION PHASE 2 - \$1,000,000

Background: In 2020, the City of Stuart solicited private firms for the engineering and design of revitalization improvements to Guy Davis Park, which is the central park for city residents and the majority African American East Stuart Community. The selected firm has spent the last few years coordinating with city officials and hosting community engagement meetings, charettes, and equity-focused outreach in order to refine designed improvements to the park including access and connectivity to the rest of the city. These enhancements include a new multi-purpose field for variety recreation and play, restrooms, children's play area, fitness loop, pavilions, first-ever skate park, and stormwater and irrigation infrastructure enhancements. The total project cost is expected to exceed \$7 Million and includes contributions from the Stuart Community Redevelopment Agency (CRA).

During the 2024 Legislative Session, the City was granted a \$500,000 match for Phase 1 of the project with improvements that include stormwater retention, irrigation, and ground level work to ready the site for further construction. Phase 2 of the project would see the construction of most of the facility improvements once stormwater and irrigation improvements have been completed. The City has already spent more than \$700,000 in engineering and design costs, and an additional \$7 million has been allocated in the CRA FY2025 budget towards phases 1 and 2 of the community park revitalization. State assistance for \$1,000,000 towards Phase 2 of the Guy Davis Community Park Revitalization will ensure that residents and visitors alike will be able to share in a new central park for all variety of recreational play for many years to come.

The City of Stuart REQUESTS state aid in the form of a \$1,000,000 non-recurring appropriations for the Guy Davis Community Park Revitalization Phase 2 project, which will provide critical improvements to the City's central park within the historically and majority African American East Stuart neighborhood.