



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 9/4/2019

Property Information	
Folio:	03-4117-005-0480
Property Address:	152 MIRACLE MILE Coral Gables, FL 33134-5406
Owner	MCBRIDE FAM LTD PARTNERSHIP
Mailing Address	2069 WEST 3RD ST CLEVELAND, OH 44113 USA
PA Primary Zone	6400 COMMERCIAL - CENTRAL
Primary Land Use	1111 STORE : RETAIL OUTLET
Beds / Baths / Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	34,077 Sq.Ft
Lot Size	24,839 Sq.Ft
Year Built	1939



Assessment Information			
Year	2019	2018	2017
Land Value	\$10,556,575	\$8,072,675	\$6,209,750
Building Value	\$100,000	\$100,000	\$951,463
XF Value	\$0	\$0	\$0
Market Value	\$10,656,575	\$8,172,675	\$7,161,213
Assessed Value	\$7,617,712	\$6,925,193	\$6,295,630

Benefits Information				
Benefit	Type	2019	2018	2017
Non-Homestead Cap	Assessment Reduction	\$3,038,863	\$1,247,482	\$865,583
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
CORAL GABLES CRAFTS SEC PB 10-40 LOTS 3 THRU 10 & E10FT LOT 2 LESS E3.01FT OF LOT 10 BLK 3 LOT SIZE 206.990 X 120 OR 17951-0204 0198 5 (12)	

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$7,617,712	\$6,925,193	\$6,295,630
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$10,656,575	\$8,172,675	\$7,161,213
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$7,617,712	\$6,925,193	\$6,295,630
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$7,617,712	\$6,925,193	\$6,295,630

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
01/01/1998	\$0	17951-0204	Sales which are disqualified as a result of examination of the deed
02/01/1995	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed
12/01/1994	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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

Version:

CITY'S

EXHIBIT

152 Miracle Mile

<u>Owner (deed and PA address)</u> McBride Family Limited Partnership 2069 W Third St Cleveland, OH 44113-2502	<u>Owner (RA address)</u> McBride Family Limited Partnership c/o Brian A. McBride 2824 Palm Beach Blvd Fort Myers, FL 33916-1503
<u>Mortgagee (mortgage address)</u> Karen A. Skinner Personal Rep. of the Est. of Edward J. McBride P.O. Box 880 Ft. Myers, FL 33902-0880	<u>Parking lot tenant (lease address)</u> Ponan Partners LLC c/o Gerald McBride 2824 Palm Beach Blvd Fort Myers, FL 33916-1590
<u>Parking lot tenant (Sunbiz mailing address)</u> Ponan Partners LLC c/o Brian McBride 2069 W 3rd St Cleveland, OH 44113-2502	<u>Parking lot tenant (RA address)</u> Ponan Partners LLC c/o Brian McBride Registered Agent 2824 Palm Beach Blvd Fort Myers, FL 33916-1590
<u>Tenant (mailing address)</u> Barnes & Noble Booksellers, Inc. 122 Fifth Ave New York, NY 10011-5605	<u>Tenant (RA address)</u> Barnes & Noble Booksellers, Inc. c/o Capitol Corporate Services, Inc. Registered Agent 515 East Park Ave, 2nd Floor Tallahassee, FL 32301-2524

City of Coral Gables

ONLINE SERVICES

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New Permit Search

Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
RC-19-05-5820	05/28/2019	152 MIRACLE MILE	BLDG RECERT / CRB	BUILDING RECERTIFICATION (1939) CONSTRUCTION REGULATION BOARD CASE #19-9157 AND UNSAFE STRUCTURES	issued	05/28/2019		600.00
EL-19-05-5847	05/28/2019	152 MIRACLE MILE	ELEC COMMERCIAL / RESIDENTIAL WORK	BUILDING RECERTIFICATION (1939) # 4 (PANELS), # 12 (EMERGENCY LIGHTS), # 13 (EGRESS LIGHTS) , # 16 (EXIT LIGHTS) ,	pending			0.00
UP-16-03-7014	03/29/2016	152 MIRACLE MILE	UPFRONT FEE	UPFRONT FEE (FLAT ROOF) \$72,000	final	03/29/2016	03/29/2016	0.00
BL-16-03-7015	03/29/2016	152 MIRACLE MILE	ROOF / LIGHT WEIGHT CONC	FLAT RE- ROOF GAF ROOF SYSTEM W/ GAF MINERAL SURFACE CAPSHEET \$72,000	final	05/02/2016	06/21/2016	0.00
PU-14-06-2930	06/12/2014	152 MIRACLE MILE	PUBLIC RECORDS SEARCH	REQ CERT COPY OF RV96066486 AND INSPECTIONS	final	06/13/2014	06/13/2014	0.00
PU-14-06-2402	06/05/2014	152 MIRACLE MILE	PUBLIC RECORDS SEARCH	REQ A CD OF PERMIT 95100285	final	06/05/2014	06/05/2014	0.00
CE-14-05-2780	05/07/2014	152 MIRACLE MILE	CODE ENF WARNING PROCESS	SPOKE WITH MANAGER FORM BARNES AND NOBLE RE WALLS HAVING BEEN CLEANED AND NEW FOOTPRINTS ON THEM	final	05/12/2014	05/12/2014	0.00
ZN-13-11-1884	11/04/2013	152 MIRACLE MILE	PAINT / RESURFACE FL / CLEAN	PRESSURE CLEAN AND PAINT EXTERIOR WALLS SW 6036 ANGORA (TAUPE) AND TRIM SW 6083 CONSERVATIVE	final	11/04/2013	11/27/2013	0.00

CITY'S

EXHIBIT

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				GRAY (GRAY) \$13,900				
PW-13-11-1892	11/04/2013	152 MIRACLE MILE	OBSTRUCTION OF ROW W/LADDER PERMIT	OBSTRUCTION OF ROW W/ LADDER	final	11/04/2013	01/22/2014	0.00
CE-13-10-0280	10/04/2013	152 MIRACLE MILE	CODE ENF BOARD/MITIGATION	CASE 9450 PAYING ADMIN. COST OF \$75	issued	10/04/2013		0.00
CE-13-09-1245	09/24/2013	152 MIRACLE MILE	CODE ENF WARNING PROCESS	WT11084 105-29 CITY CODE (GRA) GRAFFITI ALONG FRONT OF BUILDING. MUST REMOVE WITHIN 72 HOURS.	final	09/24/2013	09/24/2013	0.00
CE-13-09-0233	09/05/2013	152 MIRACLE MILE	CODE ENF TICKET PROCESS - NO RUNNING FINE	T43887 54-29 CITY CODE (TRA) TRASH AND DEBRIS ON FLOOR INSIDE DUMPSTER ENCLOSURE	approved			0.00
CE-13-07-1956	07/30/2013	152 MIRACLE MILE	CODE ENF TICKET PROCESS DAILY RUNNING FINE	T44717 5-1908 ZONING CODE (SIW) BANNERS WITHIN 10' OF STOREFRONT CONSIDERED SIGN IN WINDOW AND REQUIRE PERMITS	final	07/30/2013	10/11/2013	0.00
CE-13-07-1869	07/29/2013	152 MIRACLE MILE	CODE ENF WARNING PROCESS	WT2174 5-1908 ZONING CODE (SIW) BANNERS IN FRONT WINDOW	final	07/29/2013	07/29/2013	0.00
CE-13-07-1868	07/29/2013	152 MIRACLE MILE	CODE ENF TICKET PROCESS DAILY RUNNING FINE	T44715 54-117 CITY CODE (ROC) FARRIS WASTE SERVICES ROLL OFF CONTAINER WITHOUT OBTAINING FRANCHISE AGREEMENT WITH CITY	issued	07/29/2013		500.00
CE-13-07-1866	07/29/2013	152 MIRACLE MILE	CODE ENF TICKET PROCESS DAILY RUNNING FINE	T44715 105-27 CITY CODE (GRA) GRAFFITI ON BALLARD BY DUMPSTER AND ELECTRIC METER PANELS @ REAR OF BUILDING	final	07/29/2013	10/11/2013	0.00
CE-13-07-1546	07/23/2013	152 MIRACLE MILE	CODE ENF WARNING PROCESS	WT12159 54-117 CITY CODE (ROC) RECYCLING CONTAINER COMPANY NOT REGISTERD WITH CITY (FRNACHISE AGREEMENT) AND MUST BE REMOVED	final	07/23/2013	07/23/2013	0.00
CE-13-07-1544	07/23/2013	152 MIRACLE MILE	CODE ENF WARNING PROCESS	WT12159 105-27 CITY CODE (GRA) GRAFFITI ON PROPERTY AT ELEC PANEL AT REAR, DUMPSTER ENCLOSURE BALLARD, AND	final	07/23/2013	07/23/2013	0.00

				LIGHT POLE IN PARKING LOT						
CE-13-07-0407	07/08/2013	152 MIRACLE MILE	CODE ENF TICKET PROCESS - NO RUNNING FINE	T45543 54-29 CITY CODE (TRA) TRASH AND DEBRIS AROUND DUMPSTER (IE WOOD PALLETS AND SCRAPS) CERT MAIL 91 7108 2133 3932 6151 3703	final	07/08/2013	07/10/2013	0.00		
CE-13-06-0518	06/07/2013	152 MIRACLE MILE	CODE ENF WARNING PROCESS	WT11987 54-29 CITY CODE (TRA) OVERFLOWING DUMPSTER, PALLETS, AND BLINDS ON FLOOR NEXT TO DUMPSTER CERT MAIL 91 7108 2133 3932 6151 3581	final	06/07/2013	06/10/2013	0.00		
PW-12-04-7896	04/09/2012	152 MIRACLE MILE	OBSTRUCTION OF ROW PERMIT	OBSTRUCTION OF RIGHT OF WAY OBSTRUCTION IS FOR 3502 SF PERMIT WAS PRO-RATED FOR 5 DAYS MUST OBSTAIN CM'S APPROVAL BEFORE STARTING WORK	final	04/17/2012	05/21/2013	0.00		
BL-11-12-6277	12/16/2011	152 MIRACLE MILE	ROOF / LIGHT WEIGHT CONC	RE ROOF \$87, 900 FLAT ONLY	final	12/20/2011	01/31/2012	0.00		
CE-10-07-4290	07/02/2010	152 MIRACLE MILE	CODE ENF WARNING PROCESS	WT5731 CH.62- 133 CITY CODE (ORW) @ 3:10PM PLACING OBSTRUCTIONS ON PUBLIC RIGHT OF WAY WHICH CAUSE A HAZARD TO LIFE SAFETY IS PROHIBITED. (ROLL-OFF CONTAINER DROPPED OFF ON ALLEY)	final	07/02/2010	07/13/2010	0.00		
RV-08-12-1525	12/23/2008	152 MIRACLE MILE	REVISION TO PERMIT	PARKING LOT RESURFACE & RESTRIPING \$7,500	final	04/09/2009	04/09/2009	0.00		
ZN-08-08-0894	08/21/2008	152 MIRACLE MILE	ASPHALT - RESURFACE / SEALANT	PARKING LOT RESURFACE & RESTRIPING \$7,500	final	11/07/2008	04/16/2009	0.00		
AB-08-08-0718	08/14/2008	152 MIRACLE MILE	BOA COMPLETE (LESS THAN \$75,000)	RESUBMITTAL - PARKING LOT RESURFACE & RESTRIPING \$20000	final	08/14/2008	04/16/2009	0.00		
CE-08-05-0728	05/09/2008	152 MIRACLE MILE	CODE ENF WARNING PROCESS	WT77465 SEC 105-27 CC (GRA) GRAFFITI EXISTS ON WALL(S) OF BUILDING, WHICH IS PROHIBITED, MUST BE REMOVED.	final	05/09/2008	05/13/2008	0.00		



City of Coral Gables Fire Department

Fire Prevention Division

2815 Salzedo Street, Coral Gables, FL 33134
Fax (305) 460-5598

The items noted below are in violation of the Florida Fire Prevention Code and/or the Florida Administrative Code. Nothing in this report supersedes any previously written, still existing violations for this occupancy/building. You are directed to comply with corrective measures as indicated.

Occupant Name:	BARNES & NOBLE	Inspection Date:	5/8/2019
Address:	152 Miracle Mile	Inspection Type:	AA-Tactical, Mercantile Core
City:	Coral Gables	Inspected By:	Terrance J. Daniel 305-441-5776 tdaniel@coralgables.com
Suite:		Occ. Sq. Ft.:	18000
		Occupant Number:	011913

Insp. Result	Location	Code Set	Code
Fail	Floor 1	FL NFPA 101 2015 Sprinkler systems	9.11.1 - Maintenance and Testing.

Inspector Comments: All automatic sprinkler and standpipe systems required by this Code shall be inspected, tested, and maintained in accordance with NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.

Fail	Floor 1	NFPA 72 2013 Chapter 14 Inspection, Testing, and Maintenance	14.2.2.1.1 - Fire Alarm-Must be Tested & Inspected Annually
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Inspector Comments: Inspection, testing, and maintenance programs shall satisfy the requirements of this Code and conform to the equipment manufacturer's published instructions.

TAG PANEL REFLECTING THAT THE TEST AND INSPECTION WERE COMPLETED

Fail	Floor 1	FL NFPA 101 2015 Tactical	4.6.12.1 - Fire Alarm system tagged and free of trouble conditions
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Inspector Comments: Whenever or wherever any device, equipment, system, condition, arrangement, level of protection, fire-resistive construction, or any other feature is required for compliance with the provisions of this Code, such device, equipment, system, condition, arrangement, level of protection, fire-resistive construction, or other feature shall thereafter be continuously maintained. Maintenance shall be provided in accordance with applicable NFPA requirements or requirements developed as part of a performance-based design, or as directed by the authority having jurisdiction.

Fail	Floor 2	FL NFPA 01 2015 Chapter 12 Features of Fire Protection	12.3.3.2 - Damaged gypsum walls or ceilings
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CITY'S

EXHIBIT

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Inspector Comments: Where required, fire-rated gypsum wallboard walls or ceilings that are damaged to the extent that through openings exist, the damaged gypsum wallboard shall be replaced or returned to the required level of fire resistance using a listed repair system or using materials and methods equivalent to the original construction.

CEILING TILES MISSING

Fail	Floor 2	FL NFPA 101 2015 Stairs	7.2.2.4.2 - Continuity.
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Inspector Comments: Required guards and handrails shall continue for the full length of each flight of stairs. At turns of new stairs, inside handrails shall be continuous between flights at landings.

INSIDE STAIRS MISSING HANDRAIL

Fail	Floor 2	NFPA 72 2013 Chapter 14 Inspection, Testing, and Maintenance	14.2.2.1.1 - Fire Alarm-Must be Tested & Inspected Annually
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Inspector Comments: Inspection, testing, and maintenance programs shall satisfy the requirements of this Code and conform to the equipment manufacturer's published instructions.

PENDING TAG

A re-inspection will occur on or after 6/10/2019.

Failure to correct violations within 15 days of re-inspection is subject to penalties up to and including the issuance of Civil Citations in the amount of \$200 per violation / per day.

Failure to provide immediate corrective measures when required, may result in administrative action including but not limited to: mandatory fire watch, building evacuation, or stoppage of all work.

Per City Ordinance 30-4, a Fire Inspection Fee will be billed for this inspection. All fees are subject to change without prior notice.

Thank you for your assistance. If you have any additional questions or to schedule an inspection, please contact the inspector listed at the top of this report.

**Company
Representative:**

SOF
Signature valid only in mobile-eyes documents

Inspector:

SIGNATURE ON FILE
5/8/2019

Signature valid only in mobile-eyes documents

Terrance J. Daniel
5/8/2019

Ref: 78781



The City of Coral Gables

Development Services Department
CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

February 11, 2019

MCBRIDE FAM LTD PARTNERSHIP
2069 W 3 ST
CLEVELAND, OH 44113

VIA CERTIFIED MAIL

7018 2290 0001 6692 0702

RE: 152 MIRACLE MILE
FOLIO # 03-4117-005-0480

Notice of Required Inspection For Recertification of 40 Years or Older Building

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is forty (40) years old, or older, having been built in 1939. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a Florida Registered Architect or Professional Engineer must inspect said building and a **completed** Recertification Report ("Report") must be submitted by you to this Department within **ninety (90) calendar days** from the **date of this letter**. A completed Report includes 1) cover letter(s) stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies). Submittal of the Report does not constitute recertification; it must be approved by this Department and the Letter of Recertification must be issued.

Once a completed Report is submitted to this Department and repairs or modifications are found to be necessary, the Building Official is able to grant an extension of one hundred fifty (150) calendar days from the date of this letter to obtain the necessary permits and perform the repairs. The structure will be recertified once a *revised* Report is submitted and approved, and all required permits are closed.

The Architect or Engineer may obtain the required Form, "*Minimum Inspection Procedural Guidelines for Building Recertification*," from the following link: http://www.miamidade.gov/pa/property_recertification.asp. The Recertification Report fee of \$380.63 and additional document and filing fees shall be submitted to the Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, Florida, 33134. In order to avoid delays submit in person in order to calculate the fees accordingly.

Failure to submit the required Report within the allowed time will result in declaring the structure unsafe and referring the matter to the City's Construction Regulation Board ("Board") without further notice; a \$600.00 administrative fee will be imposed at that time. The Board may impose additional fines of \$250.00 for each day the violation continues, may enter an order of demolition, and may assess all costs of the proceedings along with the cost of demolition and any other required action.

The completed Report may be submitted Monday through Friday, 7:30 am to 3:20 pm to this Department.

Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.
Building Official

CITY'S Composite
EXHIBIT 4

[FAQs > \(https://www.usps.com/faqs/uspstracking-faqs.htm\)](https://www.usps.com/faqs/uspstracking-faqs.htm)

Track Another Package +

Tracking Number: 70182290000166920702

Remove X

Your item has been delivered and is available at a PO Box at 8:57 am on February 21, 2019 in CLEVELAND, OH 44101.



February 21, 2019 at 8:57 am
Delivered, PO Box
CLEVELAND, OH 44101

Feedback

Tracking History

February 21, 2019, 8:57 am

Delivered, PO Box

CLEVELAND, OH 44101

Your item has been delivered and is available at a PO Box at 8:57 am on February 21, 2019 in CLEVELAND, OH 44101.

February 19, 2019, 8:52 am

Arrived at Unit

CLEVELAND, OH 44101

February 16, 2019, 1:50 pm

Delivery Attempted - No Access to Delivery Location

CLEVELAND, OH 44113

February 16, 2019, 9:07 am

Delivery Attempted - No Access to Delivery Location

CLEVELAND, OH 44113

February 15, 2019, 4:32 pm

Delivery Attempted - No Access to Delivery Location

CLEVELAND, OH 44113

February 15, 2019, 11:49 am

Out for Delivery

CLEVELAND, OH 44113

February 14, 2019, 11:23 pm

Departed USPS Regional Facility

CLEVELAND OH DISTRIBUTION CENTER

February 14, 2019, 10:52 am

Arrived at USPS Regional Facility

CLEVELAND OH DISTRIBUTION CENTER

February 13, 2019

In Transit to Next Facility

February 12, 2019, 7:42 pm

Arrived at USPS Regional Facility

MIAMI FL DISTRIBUTION CENTER

Feedback

Product Information



See Less ^

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Go to our FAQs section to find answers to your tracking questions.

FAQs (<https://www.usps.com/faqs/uspstracking-faqs.htm>)



The City of Coral Gables

Development Services Department
CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

5/16/2019

MCBRIDE FAM LTD PARTNERSHIP
2069 W 3 ST
CLEVELAND, OH 44113

RE: 152 MIRACLE MILE
FOLIO # 03-4117-005-0480

Notice of Required Inspection For Recertification of 40 Years or Older Building - **SECOND NOTICE**

Dear Property Owner:

In a certified letter dated February 11, 2019, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). The letter informed you it was necessary to submit to this Department a completed Report prepared by a licensed architect or engineer within ninety (90) calendar days certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification. Please be advised the submittal of the Report is overdue and the **structure has been deemed unsafe** due to non-compliance. This may result in the revocation of the Certificate of Occupancy, as well as, being subject to other penalties as provided in the Code.

A completed Report includes: 1) cover letter(s) stating the structure meets the electrical and structural requirements for recertification from a Florida Registered Architect or Professional Engineer that inspects said building, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies). In order to avoid delays submit the completed Report in person in order to calculate all fees accordingly.

Failure to submit the completed Report within thirty (30) calendar days from the date of this Notice will result in forwarding the matter to the City's Construction Regulation Board for further review and determination; additional fees will be incurred at that time. The completed Report may be submitted Monday through Friday, 7:30am to 2:30pm to this Department. Contact Belkys Garcia at bgarcia@coralgables.com if any questions regarding this matter.

Please govern yourself accordingly.

Sincerely,

A handwritten signature in black ink, appearing to read "Manuel Z. Lopez".

Manuel Z. Lopez, P.E.
Building Official



The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY

CORAL GABLES, FLORIDA 33134

May 28, 2019

McBride Fam LTD Partnership
2069 West 3rd Street
Cleveland, Ohio 44113

ADDRESS: 152 Miracle Mile
PROPERTY FOLIO #: 03-4117-005-0480

Dear Property Owner:

This Department has received the Building Recertification Report ("Report") you submitted for the above property address. Please note the Report indicates remedial repairs must be done to the structure in order for it to meet minimum requirements stipulated for safe occupancy as prescribed in the Miami-Dade County Code, Section 8-11.

Pursuant to said Code, you must complete the repairs **one hundred and fifty (150) calendar days from the date of the recertification notice, February 11, 2019**. Once the repairs have been completed the original architect/engineer shall provide a follow-up completed Report and cover letter(s) indicating the building is now recommended for recertification.

If you have any questions regarding the specific repairs identified in the Report please contact the original architect/engineer which prepared the Report.

Sincerely,

A handwritten signature in black ink, appearing to read "Manuel Z. Lopez", with a long horizontal flourish extending to the right.

Manuel Z. Lopez, P.E.
Building Official

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 19-9157

vs.

MCBRIDE FAMILY LIMITED PARTNERSHIP
2069 W Third Street
Cleveland, Ohio 44113-2502

Return receipt number:

7018 2290 0001 6693 8370

Respondent.

**NOTICE OF UNSAFE STRUCTURE VIOLATION FOR FAILURE TO RECERTIFY
AND NOTICE OF HEARING**

Date: September 23, 2019

Re: **152 Miracle Mile**, Coral Gables, Florida 33134-5406 and legally described as Lots 3 thru 10 & E10FT Lot 2 less E3.01FT of Lot 10, Block 3, of CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida; and having folio number 03-4117-005-0480 ("Property").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-1 86(j)(13) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code.

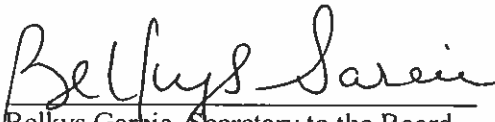
Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, 2nd Floor, Coral Gables, Florida 33134, on October 7, 2019, at 2:00 p.m.

You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the matter being heard in your absence. Please be advised that if someone other than an attorney will be attending the hearing on your behalf, he or she must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to Belkys Garcia, Secretary to the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134. bgarcia@coralgables.com, tel: (305) 460-5229. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.

If the Required Action is not completed before the above hearing date, the Building Official may order that the structure be vacated, boarded, secured, and posted (including but not limited to, requesting the electric utility to terminate service to the Structure) to prevent further occupancy until the Required Action is completed. The Building Official may also order demolition of the Structure and the City may recover the costs incurred against the Property and the Owner of record.

If the Property owner or other interested party does not take all Required Action or prevail at the hearing, the Construction Regulation Board may impose fines not to exceed \$250 for each day the violation continues past the date set for compliance and may also enter an order of demolition and assess all costs of the proceedings, in an amount not less than \$600, and the costs of demolition and other required action, for which the City shall have a lien against the Property owner and the Property.

Please govern yourself accordingly.


Belkys Garcia, Secretary to the Board

ADA NOTICES

Any person who acts as a lobbyist pursuant to the City of Coral Gables Ordinance No. 2006-11, must register with the City Clerk, prior to engaging in lobbying activities before the city staff, boards, committees and/or the City Commission. A copy of the Ordinance is available in the Office of the City Clerk, City Hall.

Presentations made to this Board are subject to the City's False Claims Ordinance, Chapter 39 of the City of Coral Gables Code.

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Board, with respect to any matter considered at such hearing or meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she 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. Although a court reporter usually attends the hearing at the City's cost, the City is not required to provide a transcript of the hearing, which the Respondent may request at the Respondent's cost.

Any person who needs assistance in another language in order to speak during the public hearing or public comment portion of the meeting should contact the City's ADA Coordinator, Raquel Elejabarrieta, Esq., Director of Labor Relations and Risk Management (E-mail: relejabarrieta@coralgables.com, Telephone: 305-722-8686, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

Any person with a disability requiring communication assistance (such as a sign language interpreter or other auxiliary aide or service) in order to attend or participate in the meeting should contact the City's ADA Coordinator, Raquel Elejabarrieta, Esq., Director of Labor Relations and Risk Management (E-mail: relejabarrieta@coralgables.com, Telephone: 305-722-8686, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

c:

McBride Family Limited Partnership, c/o Brian A. McBride, 2824 Palm Beach Boulevard, Fort Myers, Florida 33916-1503

Karen A. Skinner, Personal Rep. of the Est. of Edward J. McBride, P.O. Box 880, Fort Myers, Florida 33902-0880

Ponan Partners LLC, c/o Gerald McBride, 2824 Palm Beach Boulevard, Fort Myers, Florida 33916-1590

Ponan Partners LLC, c/o Brian McBride, 2069 W 3rd Street, Cleveland, Ohio 44113-2502

Ponan Partners LLC, c/o Brian McBride, 2824 Palm Beach Boulevard, Fort Myers, Florida 33916-1590

Barnes & Noble Booksellers, Inc., 122 Fifth Avenue, New York, New York 10011-5605

Barnes & Noble Booksellers, Inc., c/o Capitol Corporate Services, Inc., 515 East Park Avenue, 2nd Floor, Tallahassee, Florida 32301-2524



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Case #: 19-9157

Title of Document Posted: Construction Regulation Board, Notice of Unsafe Structure Violation
For Failure To Recertify and Notice of Hearing

I, Claudio Ramos, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 152 Miracle Mile, ON 9-23-19
AT 10¹⁵ am.

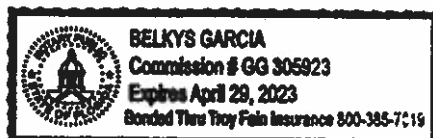
Claudio Ramos
Employee's Printed Name

[Signature]
Employee's Signature

STATE OF FLORIDA)
ss.
COUNTY OF MIAMI-DADE)

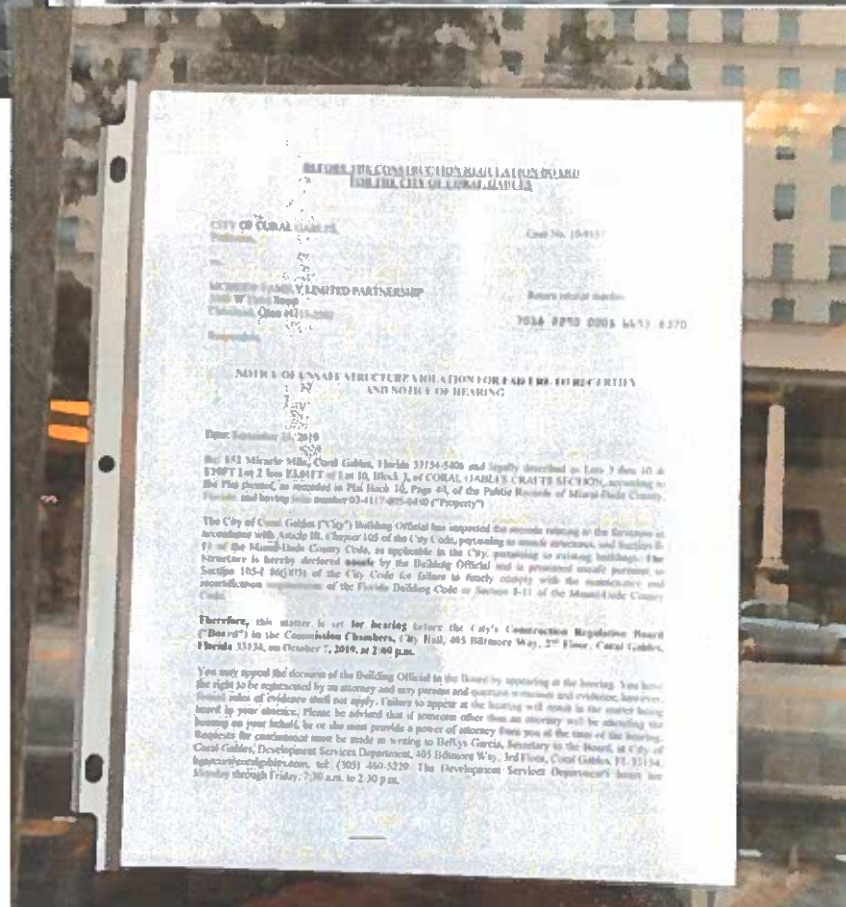
Sworn to (or affirmed) and subscribed before me this 23rd day of September, in
the year 2019, by Claudio Ramos who is personally known to
me.

My Commission Expires:



Belkys Garcia
Notary Public

152 MIRACLE MILE



Return to: (enclose self-addressed stamped envelope)

SPECIAL WARRANTY DEED

RAMCO FORM 03

Name:

Brian A. McBride, General Partner

Address:

2069 West Third St.
Cleveland, Ohio 44113

This instrument Prepared by:

Gerald McBride

Address:

P.O. Box 9249
Fort Myers, Florida 33902

Property Appraisers Parcel Identification (Folio) Number(s):

See Attached Exhibit "A"

Grantee(s) S.S. #s):

Continental Paper & Printing Co., Inc. 1987

OFF: 17951 PC 0204
REC:

98R030721 1998 JAN 22 14:29

DOCSTPOEE 29,400.00 SURTX 22,050.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Special Warranty Deed Made the 15th day of January A.D. 19 98 by
ARTHUR B. McBRIDE, TRUSTEE under that certain Arthur B. McBride
hereinafter called the grantor, to Revocable Trust, dated May 9, 1985.

McBRIDE FAMILY LIMITED PARTNERSHIP, a Delaware Limited Partnership
whose post office address is

2069 West Third St. - Cleveland, Ohio 44113
hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations) (\$10.00)

Witnesseth: That the grantor, for and in consideration of the sum of \$ TEN DOLLARS and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in County, State of Florida, viz:

PARCEL NO. 1: The East 10 feet of Lot 2, and all Lots 3,4,5,6,7,8,9, and Lot 10 less the East 3.01 feet of Lot 10 and Lots 30,31,32,33,34,35,36, 37,38, and 39 in Block 3, of CRAFTS SECTION OF CORAL GABLES, according to the Plat thereof, recorded in Plat Book 10, at Page 40, of the Public Records of Dade County, Florida.

PARCEL NO. 2: Lots 1,2,3,8 and 9, of TOWNSITE OF HARDING, according to the Plat thereof, recorded in Plat Book 34, at Page 4, of the Public Records of Dade County, Florida.

That the above described property is not the constitutional homestead of the Grantor as he permanently resides in Ohio.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

In Witness Whereof, the said grantor has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Claudia T. Hughes
Witness Signature (as to Grantor)

Claudia T. Hughes
Printed Name

Darlene L. Buccichini
Witness Signature (as to Grantor)

Darlene L. Buccichini
Printed Name

Witness Signature (as to Co-Grantor, if any)

Arthur B. McBride
Grantor Signature

Arthur B. McBride, Trustee
Printed Name

P.O. Box 9249 - Ft. Myers, Fla. 33902
Post Office Address

Co-Grantor Signature, if any

Printed Signature _____ Printed Signature _____

Witness Signature (as to Co-Creator, if any) _____ Not Office Address _____

Printed Name _____

STATE OF OHIO) I hereby Certify that on this day, before me, an officer duly authorized to
COUNTY OF CUYAHOGA) administer oaths and take acknowledgments, personally appeared
ARTHUR B. McBRIDE, TRUSTEE
known to me to be the person _____ described in and who executed the foregoing instrument, who acknowledged before me that he executed
the same, and an oath was not taken. (Check one) ☒ Said person(s) is/are personally known to me. ☐ Said person(s) provided the following type of
identification: _____

NOTARY RUBBER STAMP SEAL

Witness my hand and official seal in the County and State last aforesaid this
15th day of JANUARY, A.D. 1998
Notary Signature John T. Donnelly
Printed Notary Signature JOHN T. DONNELLY
Notary Public, State of Ohio, Cuy. Cty
My Commission Expires July 20, 2000

10
13
93

1050

OFF. REC. 17951 PC 0205

EXHIBIT "A"

Strap No. for Parcels 1 and 2

1. 152 Miracle Mile, Coral Gables; Barnes & Noble Rental Building
and Contiguous Lots

Coral Gables Crafts Section - Block 3, Lots 3 through 10, plus East 10 feet of Lot 2 less East 3.01 feet of Lot 10	03-4117-005-0480-2
Coral Gables Crafts Section - Block 3 Lot 30	03-4117-005-0650-0
Coral Gables Crafts Section - Block 3 Lot 31	03-4117-005-0660-9
Coral Gables Crafts Section - Block 3 Lot 32	03-4117-005-0670-8
Coral Gables Crafts Section - Block 3 Lot 33	03-4117-005-0680-7
Coral Gables Crafts Section - Block 3 Lot 34	03-4117-005-0690-6
Coral Gables Crafts Section - Block 3 Lot 35	03-4117-005-0700-3
Coral Gables Crafts Section - Block 3 Lot 36	03-4117-005-0710-2
Coral Gables Crafts Section - Block 3 Lot 37	03-4117-005-0720-1
Coral Gables Crafts Section - Block 3 Lot 38	03-4117-005-0730-0
Coral Gables Crafts Section - Block 3 Lot 39	03-4117-005-0740-9

2. Commercial Rental Building (Woolworth's) at 7340 Collins Ave.
Miami Beach, Florida

Harding Townsite, Block 9, Lots 1 through 3, 8 & 9	02-3202-003-1030-8
--	--------------------

RECEIVED
IN 2400 ELM ST. - 11000
RECEIVED
HARVEY RUVIN
CLERK CIRCUIT COURT



DIVISION of
CORPORATIONS
an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Partnership

MCBRIDE FAMILY LIMITED PARTNERSHIP

Filing Information

Document Number	A07000000847
FE/EIN Number	31-1584089
Date Filed	07/05/2007
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	08/09/2011

Principal Address

2824 PALM BEACH BLVD
FORT MYERS, FL 33916

Mailing Address

2069 WEST THIRD ST.
CLEVELAND, OH 44113

Changed: 08/09/2011

Registered Agent Name & Address

MCBRIDE, BRIAN A
2824 PALM BEACH BLVD
FORT MYERS, FL 33916

Name Changed: 03/28/2008

General Partner Detail

Name & Address

MCBRIDE, BRIAN A
2824 PALM BEACH BLVD
FORT MYERS, FL 33916

Annual Reports

Report Year	Filed Date
2017	04/14/2017
2018	04/25/2018
2019	04/19/2019

Document Images

04/19/2019 -- ANNUAL REPORT	View image in PDF format
04/25/2018 -- ANNUAL REPORT	View image in PDF format
04/14/2017 -- ANNUAL REPORT	View image in PDF format
04/07/2016 -- ANNUAL REPORT	View image in PDF format
03/13/2015 -- ANNUAL REPORT	View image in PDF format
03/20/2014 -- ANNUAL REPORT	View image in PDF format
04/26/2013 -- ANNUAL REPORT	View image in PDF format
04/19/2012 -- ANNUAL REPORT	View image in PDF format
08/09/2011 -- REINSTATEMENT	View image in PDF format
01/12/2009 -- ANNUAL REPORT	View image in PDF format
03/28/2008 -- ANNUAL REPORT	View image in PDF format
07/05/2007 -- Domestic LP	View image in PDF format

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95R007766 1995 JAN 06 14:37

DOCSTPMTG 20,160.00 INTNG 11,520.00
HARVEY RUVIN, CLERK DADE COUNTY, FL**MORTGAGE AND SECURITY AGREEMENT**

THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") is made, entered into and effective as of the 29th day of November, 1994 by (i) ARTHUR B. MCBRIDE, JR., a/k/a ARTHUR B. MCBRIDE, an individual having a mailing address located at 2069 West 3rd Street, Cleveland, Ohio 44113 (the "Mortgagor"), in favor of (ii) KAREN A. SKINNER, as Personal Representative of the Estate of Edward J. McBride, having a mailing address located at P.O. Box 880, Ft. Myers, Florida 33902 (the "Mortgagee").

RECITALS:

A. The Mortgagee has agreed to establish a term loan (the "Loan") in favor the Mortgagor in the original principal amount of FIVE MILLION SEVEN HUNDRED SIXTY THOUSAND and No/100 DOLLARS (\$5,760,000.00).

B. The Loan is evidenced by that certain Negotiable Term Note of even date herewith in the face principal amount of FIVE MILLION SEVEN HUNDRED SIXTY THOUSAND and No/100 DOLLARS (\$5,760,000.00), executed by the Mortgagor in favor, and payable to the order, of the Mortgagee and any and all extensions, modifications, substitutions, replacements, consolidations or renewals thereof (collectively, the "Note"), together with interest thereon at the rate specified therein.

C. The proceeds of the Loan shall be used by the Mortgagor to finance the purchase by the Mortgagor of the Mortgagee's one-half interest in and to MCBRIDE PARTNERSHIP, a Florida general partnership with its principal office and place of business located at 2824 Palm Beach Boulevard, Ft. Myers, Florida 33916.

D. In consideration of the establishment of the Loan by the Mortgagee in favor of the Mortgagor and in order to induce the Mortgagee to establish the Loan in favor of the Mortgagor, the Mortgagor has agreed to execute and deliver this Mortgage for the purpose of granting the Mortgagee a first and prior lien on certain parcels of real property located in Dade County, Florida, all as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (collectively, the "Real Property").

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REC.**WITNESSETH:**

NOW THEREFORE, for good and valuable consideration, and to secure: (a) payment and performance of all obligations of the Mortgagor to the Mortgagee as set forth herein and in the Note, together with interest thereon at the rate specified therein, together with any and all extensions, modifications, substitutions, replacements, consolidations or renewals thereof; (b) due, prompt and complete observance and performance of each and every obligation, covenant and agreement of the Mortgagor contained in the Note and this Mortgage; and (c) all other sums of money secured hereby as hereinafter provided; the Mortgagor DOES HEREBY IRREVOCABLY GRANT, BARGAIN, SELL AND CONVEY UNTO THE MORTGAGEE, HER SUCCESSORS AND ASSIGNS, all of the Mortgagor's right, title and interest in and to the Real Property which, with the property hereinafter described in subparagraphs (A) through (G) below, also being granted, bargained, sold and conveyed unto the Mortgagee hereby, all of which is sometimes collectively referred to herein as the "Mortgaged Property";

TOGETHER WITH:

(A) All buildings and improvements, now or hereafter located on the Real Property, all privileges and other rights now or hereafter made appurtenant thereto, including, without limitation, all right, title and interest of the Mortgagor in and to all streets, roads and public places, opened or proposed, all easements and rights-of-way, public or private, now or hereafter used in connection with the Real Property, all tenements, hereditaments, rights, benefits, privileges, water, water rights, shares of stock evidencing water rights, oil, gas, minerals and appurtenances now or hereafter belonging or in any manner appurtenant thereto, and all the reversions, remainders, rents, issues and profits thereof;

(B) All of the Mortgagor's right, title and interest in and to all fixtures, fittings, furniture, furnishings, appliances, apparatus, equipment and machinery, including, without limitation, all rents, issues, profits, revenues, royalties, rights and benefits derived from the Real Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; all causes of actions and judgments pursuant thereto relating to the Real Property, and all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Property or any part thereof under the power

of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets; all policies of insurance insuring the Mortgagor, the Real Property or the improvements located thereon, together with any proceeds therefrom, together with any abstracts of title covering the Real Property; all contract rights, causes of action, claims, demands and accounts receivable of the Mortgagor; all licenses, easements, permits and development rights pertaining to the Real Property; all personal property (tangible and intangible), fixtures and equipment now or hereafter located on or used in connection with the Real Property; all accounts receivable, notes receivable, general intangibles, inventory and equipment of every kind of the Mortgagor; all building materials delivered to the Real Property for purposes of installation; all contracts to sell the Real Property or any portion

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REC.

thereof and all deposits under such contracts; all commitments to make mortgage loans on the Real Property, or any portion thereof; all plans and specifications and architectural materials pertaining to the Real Property and its present or future improvements; all bulkheads, fill, soil, minerals and bridges located on the Real Property; all heating equipment and piping, plumbing and bathroom fixtures, refrigeration, air-conditioning and sprinkler systems, washtubs, sinks, gas and electric fixtures, stoves, ranges, awnings, washers, dryers, screens, window shades, elevators, motors, dynamos, refrigerators, kitchen cabinets, incinerators, plants, shrubbery and landscaping and all other equipment and machinery, appliances, fittings and fixtures of every kind in or used in the operation of the buildings standing on the Real Property, together with any and all replacements thereof and additions thereto; all other fixtures and personal property of the Mortgagor of whatever kind and nature at present contained in or hereafter placed in any building standing on the Real Property; such other goods, equipment, chattels and personal property as are usually furnished by landlords in letting premises of the character hereby conveyed; and all renewals or replacements of all of the foregoing or articles in substitution of all of the foregoing; and all proceeds and profits of all of the foregoing and all of the estate, right, title and interest of the Mortgagor in and to all property of any nature whatsoever, now or hereafter situated on the Real Property or intended to be used in connection with the operation

thereof, which shall be deemed to be fixtures and an accession to the realty and a part of the realty as between the parties hereto, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and secured by this Mortgage. If the lien of this Mortgage on any fixtures or personal property be subject to a lease agreement, conditional sale agreement or chattel mortgage covering such property, then, in the event of any default hereunder, all the right, title and interest of the Mortgagor in and to any and all deposits made thereon or therefor are hereby assigned to the Mortgagee, together with the benefit of any payments now or hereafter made thereon; provided, however, that the Mortgagor shall not have the right to lease or acquire any fixtures or personal property pursuant to a lease agreement or subject to a conditional sale agreement or chattel mortgage covering such property without the prior written consent of the Mortgagee. There is also hereby transferred, set over and assigned by the Mortgagor to the Mortgagee, her successors and assigns, all contracts related to the operation of the Real Property and all leases and use agreements of machinery, equipment including telephones, computers, vending machines, furniture, televisions, laundry equipment and other personal property of the Mortgagor in the categories hereinabove set forth, under which the Mortgagor is the lessee of, or entitled to use, such items, and the Mortgagor agrees to execute and deliver to the Mortgagee specific separate assignments to the Mortgagee of such leases and agreements when requested by the Mortgagee; but nothing herein shall obligate the Mortgagee to perform any obligations of the Mortgagor under such leases or agreements unless it so chooses, which obligations the Mortgagor hereby covenants and agrees to do so well and punctually perform. The items set forth in this paragraph (B) and any other portion of the Real Property in which a security interest can be granted under the Uniform Commercial Code as currently enacted in the State of Florida (the "UCC") are sometimes hereinafter separately referred to as "Collateral";

(C) Subject to the rights of the Mortgagee under Section 1.7 hereof, all judgments, awards of damages and settlements hereafter made as a result of or in lieu of any

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taking of the Real Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Property or the improvements on the Real Property or any part thereof or interest therein, including any award for change of grade of streets;

(D) Subject to the rights of the Mortgagee under Section 1.5 and Section 1.6 hereof, all right, title and interest of the Mortgagor in and to any insurance proceeds payable to the Mortgagor with respect to all or any portion of the Real Property, including, without limitation, the Collateral;

(E) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims;

(F) All contracts related to the operation of the Real Property, including building maintenance, on-site security service, elevator maintenance, landscaping services, building management, janitorial services, and of all equipment leases, including telephones, computers, vending machines, model furniture, televisions and laundry equipment, as applicable;

(G) All the rents, royalties, issues, profits, revenue, income and other benefits from the Real Property, subject, however, to the conditional permission given to the Mortgagor, to collect, receive, take, use and enjoy the same as provided herein; provided, however, that the existence or exercise of such right of the Mortgagor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by the Mortgagor, and any such subsequent assignment by the Mortgagor shall be subject to the rights of the Mortgagee hereunder.

TO HAVE AND TO HOLD the Mortgaged Property, with the appurtenances thereof, unto the Mortgagee, her successors and assigns forever, to her and their own proper use, benefit, profit, service and advantage.

This Mortgage is and shall be construed as both a mortgage and a security agreement, and, to the extent that any of the property herein described, including, without limitation, the Collateral, is deemed to be personal property or fixtures or property not subject to an encumbrance upon real estate, the Mortgagor hereby grants unto the Mortgagee a security interest in and to such property. The Mortgagor agrees to execute and deliver on demand such financing statements as the Mortgagee may request in order to impose the lien hereof more specifically upon any of such property.

This Mortgage also constitutes an absolute and present assignment of the contract rights, rents, royalties issues, profiles, revenue, income and other benefits described in paragraphs (F) and (G) above.

PROVIDED, HOWEVER, that if the Mortgagor shall pay or cause to be paid to the holder of the Note the principal and interest, as the rate thereof may be adjusted as provided in

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the Note, and prepayment premium, if any, to become due thereupon at the time and in the manner stipulated therein, shall pay or cause to be paid all other sums payable hereunder and all indebtedness hereby secured, then, in such case, the estate, right, title and interest of the Mortgagee in the Mortgaged Property shall cease, terminate and become void.

ARTICLE I

Mortgagor's Covenants, Representations and Warranties

The Mortgagor covenants and agrees with, and represents and warrants to, the Mortgagee as follows, which representations and warranties shall survive the closing hereof and remain true and correct throughout the term hereof:

1.1 **Title.** The Mortgagor warrants that it has good and marketable title to an indefeasible fee simple estate in the Real Property and all buildings, improvements, appurtenances and other items described in paragraph (A) above, subject to no liens, charges or encumbrances other than the lien of this Mortgage in favor of the Mortgagee and those exceptions to title agreed to in writing by the Mortgagee; that the Mortgagor has good and marketable title to all of the Collateral; that the Mortgagor has full power and authority to grant, bargain, sell and convey the Mortgaged Property in the manner and form herein done or intended hereafter to be done; that this Mortgage is and shall remain a valid and enforceable first lien on the Mortgaged Property subject only to those exceptions to title in an ALTA Extended Mortgagee's Title Insurance Policy acceptable to the Mortgagee; that the Mortgagor and his heirs and assigns shall warrant and defend the same forever against the claims and demands of all persons whomsoever; and that this covenant shall not be extinguished by any exercise of power of sale, foreclosure sale, acceptance of a deed in lieu of foreclosure or exercise of other remedies of the Mortgagee hereunder, but shall run with the land.

The Mortgagor has and shall maintain title to the Collateral, including any additions or replacements thereto, free of all security interests, liens and encumbrances, other than the security interest hereunder and other than as disclosed to, accepted by and/or consented to by the Mortgagee in writing, which consent shall not be unreasonably withheld by the Mortgagee, and warrants that it has good right to subject the Collateral to the security interest hereunder.

The Mortgagor shall, at his sole cost, and without expense to the Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages,

assignments, notices of assignments, transfers and assurances as the Mortgagee shall from time to time require, for better assuring, conveying, assigning, transferring and confirming unto the Mortgagee the property rights hereby conveyed or assigned or intended now or hereafter so to be, or which the Mortgagor may be or may hereafter become bound to convey or assign to the Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage and, on demand, shall execute and deliver, and hereby authorizes the Mortgagee to execute in the name of the Mortgagor to the extent she may lawfully do so, one or more financing statements, continuation statements,

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REC.

chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof and the security interest granted hereby upon the Collateral and/or to assure the continued validity, priority and binding effect of such lien and security interest. With respect to the assignment of contracts described in paragraph (F) above, such assignment, shall be acknowledged by all contract parties and equipment lessors who shall agree to continue their lease contract with the Mortgagee, if so requested, on the same terms in the event the Mortgagee takes title to the Real Property.

1.2 Payment of Note. The Mortgagor promises to promptly pay to the order of the Mortgagee all principal and interest and all other sums to be come due in respect of the Note, according to the terms thereof.

1.3 Maintenance and Repair. The Mortgagor shall keep the Mortgaged Property in good order, repair and condition and shall not commit or permit any waste thereof. The Mortgagor shall make all repairs, replacements, renewals, additions and improvements and complete and restore promptly and in good workmanlike manner any building or improvements which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefor. Other than in cases where improvements are being effected for any reason, the Mortgagor shall not remove from the Mortgaged Property or demolish any of the property conveyed hereby nor demolish or materially alter any part of the Mortgaged Property without

conveyed hereby, not constitute or authorize any part of the Mortgaged Property, without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld by the Mortgagee. The Mortgagor shall permit the Mortgagee or her agent the opportunity to inspect the Mortgaged Property, including the interior of any structures, at any reasonable time.

1.4 Compliance with Laws. The Mortgagor shall materially comply with all laws, ordinances, regulations, codes, rules, covenants, conditions and restrictions now or hereafter affecting the Mortgaged Property or the operation thereof, including, without limitation, all federal, state, county and municipal statutes, laws, ordinances, regulations, codes and rules relating to environmental matters, and shall pay all fees or charges of any kind in connection therewith.

Except as may be shown on the ALTA Extended Mortgagee's Title Insurance Policy accepted in writing by the Mortgagee, (a) the Mortgagor shall not, by act or omission, permit any property which is not subject to this Mortgage to rely on the Mortgaged Property or any part thereof or any interest therein to fulfill any governmental requirement for the existence or use of such property, and (b) the Mortgaged Property shall not rely on any property which is not subject to this Mortgage to fulfill any governmental requirement for the existence or use of the Mortgaged Property. The Mortgagor shall not by act or omission impair the integrity of the Mortgaged Property as a single separate subdivided zoning lot separate and apart from all other lots.

1.5 Insurance.

- a. The Mortgagor shall maintain the following insurance:

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(i) an "all risk," non-reporting risk insurance policy (including commercial public liability coverage for property damage, personal injury and loss of life) issued in an amount not less than \$1,000,000.00. Said policy shall designate the Mortgagee as "Mortgagee."

(ii) "Broad Form Commercial General Liability" insurance coverage for the Mortgagor issued to the Mortgagee in an amount not less than the \$1,000,000.00, naming the Mortgagee as an "Additional Insured" and granting the Mortgagee at least thirty (30) days prior written notice of intended policy cancellation or non-renewal, with the exception of cancellation or non-renewal for non-payment of premiums which notice shall be ten (10) days; and

(iii) during the making of any alterations or improvements to the Mortgaged Property, the Mortgagor will require proof of (A) commercial general liability insurance and (B) workers' compensation insurance from the general contractor making such alterations or improvements.

b. The forms, amounts, endorsements and terms shall all be satisfactory to the Mortgagee, with mortgagee clauses attached to all policies in favor of and in form satisfactory to the Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be canceled or terminated and shall include provisions for a minimum 30-day advance written notice to the Mortgagee of any intended policy cancellation or non-renewal, with the exception of cancellation or non-renewal for non-payment of premiums which notice shall be ten (10) days. The Mortgagor does hereby collaterally assign all policies and shall deliver certificates thereof, including additional and renewal policies, to the Mortgagee as collateral and further security for the payment of all sums of money secured by this Mortgage, and, in the case of insurance about to expire, shall deliver renewal binders prior to their respective dates of expiration. The address for notices to the Mortgagee shall be set forth in each policy as follows:

KAREN A. SKINNER
 Personal Representative of
 the Estate of Edward J. McBride
 P.O. Box 880
 Ft. Myers, Florida 33902

c. The Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless the Mortgagee is included thereon under a standard mortgagee clause acceptable to the Mortgagee. The Mortgagor shall immediately notify the Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to the Mortgagee the certificates of such insurance. In the event of a foreclosure or other transfer of title to the Mortgaged Property in lieu of foreclosure, or by purchase at the foreclosure sale, all interest in any insurance policies in force and any unearned premiums thereon shall pass to the Mortgagee, transferee or purchaser as the case may be, if allowable by the insurance carrier.

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PE:

1.6 Casualty. The Mortgagor shall promptly notify the Mortgagee of any loss, whether covered by insurance or not. In case of any damage to or destruction of the Mortgaged Property or any part thereof, the Mortgagor shall make the net amount of all insurance proceeds actually received by the Mortgagor available for the restoration of any improvements affected by such loss or damage. Any excess of insurance proceeds over the amount necessary to complete restoration of the damaged improvements as nearly as practicable to their general value and utility prior to the damage or destruction thereof shall be applied by the Mortgagor to the Note. In the event the Mortgagor elects not to repair such damage or restore damaged improvements, all such insurance proceeds shall be applied to the Note.

1.7 Condemnation. The Mortgagor, immediately upon obtaining knowledge of the institution of any proceeding for the condemnation of the Mortgaged Property or any portion thereof, shall notify the Mortgagee of the pendency thereof. The Mortgagor hereby assigns, transfers and sets over unto the Mortgagee all compensation, rights of action, the entire proceeds of any award and any claim for damages for the Mortgaged Property or any portion thereof taken or damaged under the power of eminent domain or by condemnation or by sale in lieu thereof. The Mortgagee may, at her option, commence, appear in and prosecute, in her own name, any action or proceeding, or make any compromise or settlement, in connection with such condemnation or taking under the power of eminent domain or sale in lieu thereof. In such instance, after deducting therefrom all of her expenses, including attorneys' fees and costs, the Mortgagee shall apply sixty-six (66%) the proceeds of the award upon or in reduction of the indebtedness secured hereby, with the balance of the proceeds of such award to be delivered and payable to the Mortgagor.

1.8 Liens and Encumbrances. The Mortgagor shall not, without the Mortgagee's prior written consent, which consent shall not be unreasonably be withheld by the Mortgagee, permit the creation of any liens or encumbrances on the Mortgaged Property other than the lien of this Mortgage, and shall pay (or bond off if contested), when due, all obligations, lawful claims or demands of any person which, if unpaid, might result in, or permit the creation of, a lien or encumbrance on, or a security interest in, the Mortgaged Property or on the rents, issues, income and profits arising therefrom, whether such lien or encumbrance would be senior or subordinate hereto, including, without limitation, all claims of construction, materialmen, laborers and others for work or labor performed, or materials or supplies furnished in connection with any work of demolition, alteration, improvement of or construction upon the Mortgaged Property, and in general will do or cause to be done everything necessary so that the first lien and security interest of this Mortgage on the Mortgaged Property, and in and to the Collateral, shall be fully preserved, at the cost of the Mortgagor, without expense to the Mortgagee.

1.9 Taxes and Assessments. The Mortgagor shall pay in full, at least ten (10) days prior to delinquency, all general taxes and assessments, special taxes, special assessments, water charges, sewer service charges, and all other charges against the Mortgaged Property and, with respect to all general and special taxes and assessments, shall promptly furnish to the Mortgagee

official receipts evidencing the payment thereof, if requested by the Mortgagee in writing to furnish such receipts.

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1.10 Indemnification. The Mortgagor shall appear in and defend any suit, action or proceeding that might in any way and in the reasonable judgment of the Mortgagee materially affect the value of the Mortgaged Property, the title to the Mortgaged Property, the priority of this Mortgage or the rights and powers of the Mortgagee. The Mortgagor shall, and does hereby agree to, at all times, indemnify, defend, hold harmless and, on demand, reimburse the Mortgagee for any and all loss, damage, expense or cost, including cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action or proceeding, or any claim (whether or not any suit, action or proceeding with respect thereto is commenced) pertaining to any of the matters specified in this Section 1.10, and the sum of any expenditure made by the Mortgagee in connection with such loss, damage, expense or cost shall be secured by this Mortgage, shall bear interest from the date of expenditure at the "Default Rate," as such term is defined in the Note, and shall be due and payable on demand. The Mortgagor shall pay cost of suit, cost of evidence of title and reasonable attorneys' fees in any proceeding or suit brought by the Mortgagee to foreclose this Mortgage, including trial and any appeal with respect to any such proceeding or suit.

1.11 Sale of Mortgaged Property: Encumbrances. In order to induce the Mortgagee to make the Loan secured hereby, the Mortgagor covenants and agrees to and with the Mortgagee that if the Mortgaged Property or any part thereof or beneficial interest therein is sold, assigned, transferred, conveyed, encumbered or full possessory rights therein transferred, conveyed or encumbered, whether voluntarily, involuntarily or by operation of law, in either or any case without the prior written consent of the Mortgagee, except as provided below, which consent shall not be unreasonably withheld, such event shall constitute an Event of Default under this Mortgage and the Mortgagee, at her option, may declare the Note and all other obligations hereunder to be immediately due and payable, and the Mortgagee may invoke any remedies

hereunder to be immediately due and payable, and the Mortgagee may invoke any remedies following such acceleration as are permitted by this Mortgage or at law or in equity. Any change in the legal or equitable title of the Mortgaged Property or in the beneficial ownership of the Mortgaged Property, whether or not of record and whether or not for consideration, except by devise or descent, shall be deemed to be a change of title to the Mortgaged Property. Provided, however, notwithstanding the foregoing, the Mortgagee expressly hereby agrees that the Mortgagor may transfer or otherwise convey title to the Mortgaged Property to the Trustee of that certain ARTHUR B. MCBRIDE REVOCABLE TRUST under agreement dated May 9, 1985, as amended, provided that such Trustee executes and delivers to the Mortgagee an assumption agreement executed by such Trustee as to this Mortgage and the Note and such assumption shall not operate to release the Mortgagor from any liability under this Mortgage. Additionally, such Trustee may also further transfer and convey to any lineal descendants of the Mortgagor all or any portion of the Mortgaged Property so long as (a) such transferee takes title to the conveyed Mortgaged Property subject to the terms of this Mortgage and (b) assumes the obligations of the Mortgagor set forth in the Note and this Mortgage (provided that such transferee shall only be liable for the amount of the existing unpaid balance due on the Note based upon a factor determined by dividing the agreed upon value of the parcel(s) of the Mortgaged Property conveyed as set forth on Exhibit "D" attached hereto and incorporated herein by this reference (the "Agreed Upon Value") by the amount of the Agreed Upon Value set forth on Exhibit "D" of the Mortgaged Property remaining subject to this Mortgage and such assumption shall not operate to release such Trustee from any liability under this Mortgage.

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Further, by acceptance of any such transfers or conveyances, such Trustee and/or transferee shall be deemed to, and shall at the time of such assumption, expressly agree that the exclusive jurisdiction and venue to enforce the terms of this Mortgage and the Note, as assumed, shall lie with the Circuit Court of Lee County, Florida.

Consent by the Mortgagee under this Section 1.11 to one such transaction or occurrence specified in this Section 1.11 shall not be deemed to be a waiver of the right to require such consent to any subsequent transaction or occurrence and it is understood and agreed that the

provisions of this Section 1.11 shall be applicable to any persons or entities constituting the Mortgagor at any time.

In the event ownership of the Mortgaged Property, or any part thereof, becomes vested in a person or persons other than the Mortgagor without the prior written approval of the Mortgagee, except by devise or descent, the Mortgagee may, without notice to the Mortgagor, waive such default and deal with such successor or successors in interest with reference to this Mortgage and the Note in the same manner as with the Mortgagor, without in any way releasing, discharging or otherwise affecting the liability of the Mortgagor hereunder, or for the indebtedness hereby secured, and no such sale of the Mortgaged Property, forbearance on the part of the Mortgagee, extension of the time for the payment of the indebtedness secured hereby or any change in the terms thereof consented to by the Mortgagee shall in any way whatsoever operate to release, discharge, modify, change or affect the liability of the Mortgagor herein, either in whole or in part.

Except as provided herein, the Mortgagor shall not voluntarily, involuntarily or by operation of law, sell, assign, transfer or otherwise dispose of the Collateral or any interest therein and shall not otherwise do or permit anything to be done or occur that may impair the Collateral as security hereunder; provided, however, that so long as no Event of Default under this Mortgage then exists, the Mortgagor may sell or otherwise dispose of the Collateral when obsolete, inadequate, unserviceable or unnecessary for use in the operation of the Real Property in the conduct of the business of the Mortgagor, upon replacing the same or substituting for the same other Collateral at least equal in value to the initial value of that disposed of and in such a manner so that such Collateral shall be subject to the security interest created hereby and so that the security interest of the Mortgagee hereunder shall be the first priority security interest in such Collateral. In the event the Collateral is sold in connection with the sale of the Real Property, the Mortgagor shall require, as a condition of the sale, that the buyer specifically agree to assume the Mortgagor's obligations as to the security interest herein granted and to execute whatever agreements and filings are deemed necessary by the Mortgagee to maintain her perfected security interest in the Collateral.

This Section 1.11 shall not prohibit a sale or other transfer in compliance with this Mortgage. Notwithstanding any other term or provision of this Mortgage, so long as no Event of Default exists hereunder or under the Note, the Mortgagee shall issue partial releases from the lien of this Mortgage, in the form attached hereto as Exhibit "B" and incorporated herein by this reference, with respect to a particular parcel of real property with the proceeds of the

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sale thereof pursuant to a bona fide, arms-length third party purchase agreement and upon receipt by the Mortgagee of an amount equal to sixty-six percent (66%) of the greater of (a) the Agreed Upon Value of the parcel(s) of real property to be released as set forth on Exhibit "D" or (b) the "Net Sales Price," as such term is defined below, of such transaction. As used herein, the term "Net Sales Price" shall mean the actual purchase price less closing costs, commissions, attorneys' fees and customary prorations. Such Net Sales Prices shall be certified to the Mortgagee by the Mortgagor and evidenced by a closing/settlement statement executed by the Mortgagor and the subject purchaser.

1.12 Advances. If the Mortgagor shall fail to perform any of the covenants herein contained or in any instrument now or hereafter constituting additional security for the Note, the Mortgagee may, but without obligation to do so, make advances to perform the same on behalf of the Mortgagor, and all sums so advanced shall be a lien upon the Mortgaged Property and shall be secured by this Mortgage. The Mortgagor shall repay on demand all sums so advanced in his behalf with interest from the date of advancement at the Default Rate. Nothing herein contained shall prevent any such failure to perform on the part of the Mortgagor from constituting an Event of Default hereunder.

1.13 Time. The Mortgagor agrees that time is of the essence hereof in connection with all of the Mortgagor's obligations herein and in the Note.

1.14 Estoppel Certificates. The Mortgagor, within ten (10) days after written request, shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, and stating either that no set-offs or defenses exist against the indebtedness secured hereby, or, if such set-offs or defenses are alleged to exist, the nature and amount thereof.

1.15 Security Agreement. The Mortgagor hereby grants to the Mortgagee a security interest in the Collateral pursuant to the UCC for the purpose of further securing the indebtedness secured hereby and all other amounts due hereunder. The Mortgagor shall give advance notice in writing to the Mortgagee of any proposed change in the Mortgagor's name, identity or structure and will execute and deliver to the Mortgagee, prior to or concurrently with the occurrence of any such change, all financing statements that the Mortgagee may require to establish and maintain the validity and priority of the Mortgagee's security interest with respect to any collateral described or referred to herein. This Mortgage shall constitute a security agreement with respect to (a) any portion of the Collateral which may not be deemed to form part of the Real Property or may not constitute a fixture within the meaning of the UCC, (b) all property listed on any financing statement filed with regard to the security agreement created hereunder and (c) all replacements of such property, substitutions for such property, additions to such property and the proceeds thereof. Accordingly, in addition to any other rights and remedies available to the Mortgagee hereunder, the Mortgagee shall have all the rights of a secured party under the UCC. Furthermore, to the extent permitted by law, the Mortgagor hereby authorizes the Mortgagee to sign and file financing statements at any time in respect of any of the Collateral, without such financing statements being executed, by or on behalf of, the

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Mortgagor, but the Mortgagor will, however, at any time upon request of the Mortgagee, execute or cause to be executed, financing statements in respect of any Collateral and the Mortgagor constitutes the Mortgagee as the Mortgagor's attorney-in-fact to execute any financing statement covering the Collateral on behalf of the Mortgagor. The Mortgagor agrees to pay all filing fees, including fees for filing continuation statements in connection with such financing statements, and to reimburse the Mortgagee for all costs and expenses of any kind incurred in connection therewith.

1.16 Representations and Warranties of the Mortgagor. The Mortgagor hereby represents and warrants as follows:

a. That the Mortgagor has the requisite power to grant this Mortgage and enter into any other instruments executed and delivered by the Mortgagor concurrently herewith.

b. That this Mortgage and all other instruments executed and delivered to the Mortgagee concurrently herewith, were executed in accordance with the requirements of law.

c. That the execution and delivery of this Mortgage, the Note and any other instruments executed and delivered to the Mortgagee concurrently herewith, and the full and complete performance of the provisions hereof and thereof will not result in any breach of, or constitute a default under, or result in the creation of any lien, charge or encumbrance (other than those contained herein or in any instrument delivered to the Mortgagee concurrently herewith) upon any property or assets of the Mortgagor or any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Mortgagor is a party or by which the Mortgagor or any of his properties are bound.

d. That there are no lawsuits pending or threatened against the Mortgagor, or brought by the Mortgagor in which the party defendant has counterclaimed against the Mortgagor, or, in the event there is such a lawsuit pending or threatened, it has been disclosed in writing to the Mortgagee, and it does not or shall not have a material adverse effect upon the financial condition of the Mortgagor or upon the Mortgaged Property.

e. To the Mortgagor's knowledge without any investigation, that there are no present violations of any laws, ordinances, regulations, codes, rules, covenants, conditions and restrictions affecting the Mortgaged Property or the operation thereof, including, without limitation, all federal, state, county and municipal statutes, laws, ordinances, regulations, codes and rules relating to environmental matters, and the Mortgagor has received no notice that any governmental official having jurisdiction over any aspect of the Mortgaged Property has made a claim or determination that there is any such violation.

The aforesaid representations and warranties of the Mortgagor shall survive until the termination of this Mortgage.

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ARTICLE 2 Default

2.1 Events of Default. Any of the following events shall be deemed to be an "Event of Default" hereunder, but in all events subject to all applicable grace, notice and cure periods provided for herein and in the Note:

- a. The occurrence of any "Event of Default," as such term is defined in the Note;
- b. Violation of any of the covenants and agreements contained in Section 1.1 through Section 1.15, inclusive, hereof without the prior written consent of the Mortgagee;
- c. Breach of any warranties or representations given by or on behalf of the Mortgagor to the Mortgagee, including, without limitation, those representations and warranties contained in Section 1.16 hereof;

d. The occurrence of any event hereunder or under the Note which occurrence gives the Mortgagee the right to accelerate such indebtedness;

e. Institution of foreclosure or other proceedings to enforce against the Mortgaged Property, any second mortgage or junior security interest or other lien or encumbrance of any kind upon the Mortgaged Property or any portion thereof and not discharged, dismissed, satisfied or insured around or bonded off within ninety (90) days;

f. Should the Mortgagor:

(i) file a petition under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing; or

(ii) in any involuntary bankruptcy case commenced against the Mortgagor (but not including any such proceeding instituted by the Mortgagee against the Mortgagor): (A) file an answer admitting that he is generally not paying his debts as such debts become due, (B) fail to obtain a dismissal of such case within ninety (90) days of its commencement, (C) convert the case from one chapter of the Federal Bankruptcy Code to another chapter of the Federal Bankruptcy Code or (D) be the subject of an order for relief in such bankruptcy case; or

(iii) have a "Custodian," as such term is defined in the Federal Bankruptcy Code, appointed for him, or have any court take jurisdiction of his property, or substantially all thereof, in any voluntary proceeding for the purpose of reorganization, arrangement, dissolution or liquidation, if such custodian shall not be discharged or if such jurisdiction shall not be relinquished, vacated or stayed on appeal within thirty (30) days of the appointment; or

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- (iv) make an assignment for the benefit of his creditors; or
- (v) consent to the appointment of a Custodian of all or substantially all of his property.

2.2 Remedies.

a. Upon and after any such Event of Default, the Mortgagee, by written notice given to the Mortgagor, may declare the entire principal of the Note then outstanding (if not then due and payable), and all accrued and unpaid interest thereon and all other obligations of the Mortgagor hereunder and under the Note to be due and payable immediately, and upon any such declaration the principal of the Note, such accrued and unpaid interest and such other obligations shall become and be immediately due and payable and shall thereafter bear interest at the Default Rate, anything in the Note or in this Mortgage to the contrary notwithstanding.

b. Upon and after any such Event of Default, the Mortgagee personally, or by her agents or attorneys, without regard to the adequacy of any security for the indebtedness secured hereby, may enter into and upon all or any part of the Mortgaged Property, and each and every part thereof, and may exclude the Mortgagor, his agents and servants wholly therefrom; and having and holding the same, may use, operate, manage and control the Mortgaged Property and conduct the business thereof, either personally or by their respective superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, the Mortgagee, at the expense of the Mortgagor, from time to time, either by purchase, repairs or construction, may maintain and restore the Mortgaged Property, whereof it shall become possessed as aforesaid, may complete the construction of the improvements and in the course of such completion may make such changes in the contemplated improvements as it may deem desirable and may insure the same; and likewise, from time to time, at the expense of the Mortgagor, the Mortgagee may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as it may deem advisable; and in every such case the Mortgagee shall have the right to manage and operate the Mortgaged Property and to carry on the business thereof and exercise all rights and powers of the Mortgagor with respect thereto either in the name of the Mortgagor or otherwise as it shall deem best; and the Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Mortgaged Property and every part thereof, all of which shall for all purposes constitute property of the Mortgagee; and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Mortgaged Property or any part thereof, as well as just and reasonable compensation for the services of the Mortgagee and for all attorneys (including at any trial and any appeal with respect thereto), counsel, agents, clerks, servants and other employees by it properly engaged and employed, the Mortgagee shall apply the monies arising as aforesaid, in such order as the Mortgagee shall determine.

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c. Upon and after any such Event of Default, the Mortgagee shall have all of the remedies of a Secured Party under the UCC, including, without limitation, the right and power to sell, or otherwise dispose of, the Collateral, or any part thereof, and for that purpose may take immediate and exclusive possession of the Collateral, or any part thereof, and with or without judicial process, enter upon any Mortgaged Property on which the Collateral, or any part thereof, may be situated and remove the same therefrom without being deemed guilty of trespass and without liability for damages thereby occasioned, or, at the Mortgagee's option, the Mortgagor shall assemble the Collateral and make it available to the Mortgagee at the place and at the time designated in the demand.

The Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale. The Mortgagee without removal may render the Collateral unusable and dispose of the Collateral on the Mortgaged Property. To the extent permitted by law, the Mortgagor expressly waives any notice of sale or other disposition of the Collateral and any other right or remedy of the Mortgagor existing after default hereunder, and to the extent any such notice is required and cannot be waived, the Mortgagor agrees that, as it relates to this Section 2.2(c) only, if notice of sale or other disposition of the Collateral is mailed, postage prepaid, to the Mortgagor at the above address at least ten (10) days before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of such notice.

d. Upon and after any such Event of Default, the Mortgagee may, with or without entry, personally or by her agents or attorneys, insofar as applicable, take any one or more of the following actions:

(i) institute proceedings for the complete or partial foreclosure of the lien of this Mortgage upon the Mortgaged Property; or

(ii) apply to any court of competent jurisdiction for the appointment of a receiver or receivers for the Mortgaged Property and of all the earnings, revenues, rents, issues, profits and income thereof; or

(iii) take such steps to protect and enforce her rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note or in this Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the Mortgagee shall elect.

e. In the event of any sale made under or by virtue of this Section 2.2, or by any judicial proceedings, the entire principal of, and interest on, the Note, if not previously due and payable, and all other sums required to be paid by the Mortgagor pursuant to this Mortgage, immediately thereupon shall, notwithstanding anything to the contrary contained in the Note or in this Mortgage, become due and payable.

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f. The purchase money proceeds or avails of any sale made under or by virtue of this Section 2.2, together with any other sums which then may be held by the Mortgagee under this Mortgage, whether under the provisions of this Section 2.2 or otherwise, shall be applied as follows:

First: To the payment of the costs and expenses of such sale, including the cost of any evidence of title procured in connection with such sale, reasonable compensation to the Mortgagee, her agents and counsel, and of any judicial proceedings wherein the same may be incurred, and of all expenses, liabilities and advances made or incurred by the Mortgagee under this Mortgage, together with interest at the Default Rate on all advances made by the Mortgagee and all taxes or assessments, except any taxes, assessments or other charges subject to which the Mortgaged Property shall have been sold;

Second: To the payment of the whole amount then due, owing or unpaid upon the Note for principal and interest, in such order as the Mortgagee may determine, with interest on the unpaid principal and accrued interest at the Default Rate from and after the happening of any Event of Default until the same is paid;

Third: To the payment of any other sums required to be paid by the Mortgagor pursuant to any provisions of this Mortgage or of the Note; and

Fourth: To the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same.

g. To the extent permitted by law, the Mortgagor shall be and remain personally liable for the payment of any deficiency remaining hereunder and/or under the Note after the sale of the Mortgaged Property.

h. Upon any sale made under or by virtue of this Section 2.2 or by any judicial proceedings, the Mortgagee may bid for and acquire the Mortgaged Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting the indebtedness of the Mortgagor secured by this Mortgage upon the net sales price, after deducting therefrom the expenses of the sale and the cost of the action and any other sums which the Mortgagee is authorized to deduct under this Mortgage. The Mortgagee, upon so acquiring the Mortgaged Property, or any part thereof, shall be entitled to hold, lease, rent, operate, manage and sell the same in any manner provided by applicable laws.

i. The remedies specified in this Section 2.2 shall be in addition to all other rights and remedies which the Mortgagee may have at law or in equity and no single or partial exercise by the Mortgagee of any right or remedy hereunder or which the Mortgagee may have at law or in equity shall exhaust the same or shall preclude any other or further exercise thereof or of any other right or remedy hereunder or which the Mortgagee may have at law or in equity, and every such right or remedy hereunder or which the Mortgagee may have at law or in equity may be exercised at any time and from time to time after the occurrence of an Event of Default.

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j. The Mortgagor agrees, to the fullest extent permitted by law, that in case of a default on his part hereunder, neither the Mortgagor nor anyone claiming through or under him shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the property hereby conveyed, to the final and absolute putting into possession thereof, immediately after such sale; of the purchasers thereat, and the Mortgagor, for himself and all who may at any time claim

through or under him, hereby waives, to the fullest extent that they may lawfully do so, the benefit of all such laws, and any and all right to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof and agrees that the Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property as an entirety.

ARTICLE 3

Miscellaneous Terms and Conditions

3.1 Leases. In the event the Mortgagee shall institute judicial proceedings to foreclose the lien hereof, and shall be appointed as a mortgagee in possession of the Mortgaged Property, the Mortgagee during such time as it shall be mortgagee in possession of the Mortgaged Property pursuant to an order or decree entered in such judicial proceedings, shall have, and the Mortgagor hereby gives and grants to the Mortgagee, the right, power and authority to make and enter into leases of the Mortgaged Property or the portions thereof for such rents and for such periods of occupancy and upon such conditions and provisions as such mortgagee in possession may deem desirable, and the Mortgagor expressly acknowledges and agrees that the term of any such lease may extend beyond the date of any sale of the Mortgaged Property pursuant to a decree rendered in such judicial proceedings; it being the intention of the Mortgagor that while the Mortgagee is a mortgagee in possession of the Mortgaged Property pursuant to an order or decree entered in such judicial proceedings, the Mortgagee shall be deemed to be and shall be the attorney-in-fact of the Mortgagor for the purpose of making and entering into leases of parts or portions of the Mortgaged Property for the rents and upon the terms, conditions and provisions deemed desirable to the Mortgagee and with like effect as if such leases had been made by the Mortgagor as the owner in fee simple of the Mortgaged Property free and clear of any conditions or limitations established by this Mortgage. The power and authority hereby given and granted by the Mortgagor to the Mortgagee shall be deemed to be coupled with an interest and shall not be revocable by the Mortgagor.

3.2 Partial Release. Without affecting the liability of any other person for the payment of any indebtedness herein mentioned (including the Mortgagor, should it convey the Mortgaged Property) and without affecting the lien or priority hereof upon any property not released, the Mortgagee may, without notice, release any person so liable, extend the maturity or modify the terms of any such obligation, or grant other indulgences, release or reconvey or cause to be released or reconveyed at any time all or any part of the Mortgaged Property described herein, take or release any other security or make compositions or other arrangements

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with debtors. The Mortgagee may also accept additional security, either concurrently herewith or hereafter, and sell same or otherwise realize thereon either before, concurrently with or after sale hereunder.

3.3 Non-Waiver. By accepting payment of any sum secured hereby after its due date or late performance of any obligation secured hereby, the Mortgagee shall not waive her right against any person obligated directly or indirectly hereunder or on any indebtedness hereby secured, either to require prompt payment when due of all other sums so secured, to require prompt performance when due of all other obligations or to declare a default for failure to make such prompt payment or performance. No exercise of any right or remedy by the Mortgagee hereunder shall constitute a waiver of any other right or remedy herein contained or provided at law or in equity.

No delay or omission of the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

Receipt of rents, awards and any other monies or evidences thereof pursuant to the provisions of this Mortgage, and any disposition of the same by the Mortgagee, shall not constitute a waiver of the power of sale or right of foreclosure by the Mortgagee upon the occurrence of an Event of Default hereunder.

3.4 Protection of Security. Should the Mortgagor fail to make any payment or to perform any covenant as herein provided, the Mortgagee (but without obligation so to do and without notice to or demand upon the Mortgagor and without releasing the Mortgagor from any obligation hereof) may: (a) make or do the same in such manner and to such extent as the Mortgagee may deem necessary to protect the security hereof, the Mortgagee being authorized to enter upon the Mortgaged Property for such purposes; (b) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Mortgagee; (c) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of the Mortgagee is prior or superior hereto; and (d) in exercising any such power, incur any liability and expend whatever amounts which, in her absolute discretion, she may deem necessary therefor, including cost of evidence of title and reasonable counsel fee, including trial and any appeal with respect thereto. Any expenditures in connection herewith shall constitute part of the indebtedness secured by this Mortgage and shall be treated as an advance under Section 1.12 hereof.

3.5 Interest Rate. Notwithstanding any provision herein, or in the Note, or in any related agreement between the Mortgagor and the Mortgagee, the total liability of the Mortgagor for payments of interest and in the nature of interest shall not exceed the limits imposed by the usury laws of the State of Florida. If the Mortgagee receives as interest an amount which would exceed such limits, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance and not to the payment of interest, and if a surplus

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remains after full payment of principal and lawful interest, the surplus shall be remitted to the Mortgagor by the Mortgagee, and the Mortgagor hereby agrees to accept such remittance.

3.6 Accurate Reflection of Agreements. The Mortgagor hereby acknowledges and agrees that the Note and this Mortgage accurately reflect the agreements and understandings of the parties thereto with respect to the subject matter thereof.

3.7 Rules of Construction. When the identity of the parties hereto or other circumstances make it appropriate, the masculine gender includes the feminine and/or neuter, the feminine gender includes the masculine and/or neuter, the neuter includes the masculine and/or feminine gender, the singular number includes the plural, and the plural number includes the singular. The headings of each section are for information and convenience only and do not limit or construe the contents of any provision hereof.

3.8 Severability. If any term of this Mortgage, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Mortgage, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Mortgage shall be valid and enforceable to the fullest extent permitted by law.

3.9 Successors-in-Interest and Assigns. This Mortgage applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, executors, administrators, successors-in-interest and assigns. The term "Mortgagee" shall mean the holder and owner, including pledgees, of the Note, whether or not named as the Mortgagee herein. The term "Mortgagor," as used in this Mortgage, shall mean and include all heirs, successors-in-interest and assigns of the original the Mortgagor herein.

3.10 Notices. All notices to be given pursuant to this Mortgage and the Note shall be sufficient if personally delivered or mailed (a) postage prepaid, certified or registered mail, return receipt requested or (b) by an overnight express mail service providing for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto or to such other address as a party may request in writing. For any notice to the Mortgagor to be sufficient, copies of any all notices to the Mortgagor must also be transmitted in the same manner specified above to the following parties at the addresses set forth below:

BRIAN MCBRIDE
2069 West 3rd Street
Cleveland, Ohio 44113

LAWRENCE A. FARESE, ESQ.
Cummings & Lockwood
3001 Tamiami Trail North
Naples, Florida 33940

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OFF. 16640 PC 0126

Any time period provided in the giving of any notice hereunder shall commence upon receipt of such notice (if personally delivered) or the date such notice is received as evidenced by the return receipt (if mailed).

3.11 Modifications. This Mortgage may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any amendment, modification, change or waiver is sought.

3.12 Future Advances. This Mortgage is given to secure indebtedness in the total principal amount of up to an additional FIVE MILLION and No/100 DOLLARS (\$5,000,000.00) of the Mortgage to the Mortgage evidenced by the Note secured hereby, plus

(20,000,000.00) of the Mortgage to the Mortgagee evidenced by the Note secured hereby, plus interest thereon, and any disbursements made by the Mortgagee for the payment of taxes, insurance or other liens on the property encumbered by this Mortgage, with interest on such disbursements, which advances shall be secured hereby to the same extent as if such future advances were made this date. The total amount of indebtedness secured hereby may increase or decrease from time to time. **THE PROVISIONS OF THIS SECTION 3.12 SHALL NOT BE CONSTRUED TO IMPLY ANY OBLIGATION ON THE MORTGAGEE TO MAKE ANY FUTURE ADVANCES, IT BEING THE INTENTION OF THE PARTIES THAT ANY FUTURE ADVANCES SHALL BE SOLELY AT THE DISCRETION AND OPTION OF THE MORTGAGEE.** Any reference to "Note" in this Mortgage shall be construed to reference any future advances made pursuant to this Section 3.12.

3.13 Florida Contract. This Mortgage is made by the Mortgagor and accepted by the Mortgagee in the State of Florida, with reference to the laws of such state, and shall be construed, interpreted, enforced and governed by and in accordance with such laws (excluding the principles thereof governing conflicts of law), and federal law, in the event (and only in the event) federal law preempts state law.

3.14 Attorneys' Fees. The Maker agrees to pay the reasonable fees and costs of the attorneys of the Lender in connection with any action or proceeding instituted to collect any sum due under the Note, to realize upon any security of this Mortgage for the indebtedness evidenced by the Note and/or otherwise to enforce the payment of the indebtedness evidenced by the Note, including any and all appeals.

NOW THEREFORE, if the Note and any extensions or renewals thereof shall be paid according to its tenor, and if all agreements and provisions contained in the Note and as set forth herein are fully kept and performed, then this Mortgage shall become null and void; otherwise to remain in full force and effect.

OFF. 16640-0127
REC.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage and Security Agreement as of the day, month and year first above written.

Arthur B. McBride Jr.
ARTHUR B. MCBRIDE, JR. a/k/a
ARTHUR B. MCBRIDE

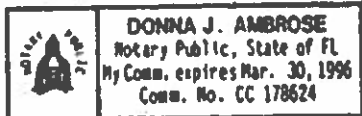
("Mortgagor")

STATE OF California

COUNTY OF Collier

The foregoing Mortgage and Security Agreement was acknowledged before me this 14 day of January, 1994 by ARTHUR B. MCBRIDE, JR. a/k/a ARTHUR B. MCBRIDE, who is personally known to me or who has produced _____ driver's license no. _____, as identification and who ~~did~~ did not take an oath.

My commission expires:



Notary Public
State of _____

Print Name of Notary

Notary's Commission Number

THIS INSTRUMENT PREPARED BY:

Stephen C. Pierce, Esq.
CUMMINGS & LOCKWOOD
3001 Tamiami Trail North
P.O. Box 413032
Naples, FL 33941-3032
(813) 262-8311

12/13/94
112274.1

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OFF. 16640 PC 0128
REC.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL NO. 1: The SW-1/4 of the NE-1/4 of the SW-1/4; and the S-1/2 of the NW-1/4 of the SW-1/4; and the N-1/2 of the SW-1/4 of the SW-1/4; and the N-1/2 of the SE-1/4 of the NE-1/4 of the SW-1/4; and the N-1/2 of the S-1/2 of the NW-1/4 of the SE-1/4 of Section 6, Township 56 South, Range 39 East, lying and being situate in Dade County, Florida, less any portion of said parcel of land heretofore taken by Central and Southern Florida Flood Control District pursuant to eminent domain proceedings, and subject to any conveyances of record for highway purposes.

PARCEL NO. 2: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, in Block 19, of BILTMORE SECTION OF CORAL GABLES, according to the Plat thereof, recorded in Plat Book 20, at Page 28, of the Public Records of Dade County, Florida.

PARCEL NO. 3: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, in Block 11, of CORAL GABLES COUNTRY CLUB SECTION PART 1, according to the Plat thereof, recorded in Plat Book 8, at Page 108, of the Public Records of Dade County, Florida.

PARCEL NO. 4: The East 10 feet of Lot 2, and all Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 41, 42, and 43, in Block 3, of CRAFTS SECTION OF CORAL GABLES, according to the Plat thereof, recorded in Plat Book 10, at Page 40, of the Public Records of Dade County, Florida.

PARCEL NO. 5: Lots 5 and 6, in Block 44, of CRAFTS SECTION OF CORAL GABLES, according to the Plat thereof, recorded in Plat Book 10, at Page 40, of the Public Records of Dade County, Florida.

OFF. 16640-0129
SEC.**EXHIBIT "B"****Form of Partial Release of Mortgage****KNOWN ALL MEN BY THESE PRESENTS:**

WHEREAS, KAREN A. SKINNER, as Personal Representative of the Estate of Edward J. McBride, having a mailing address located at P.O. Box 880, Ft. Myers, Florida 33902 (the "Mortgagee"), is the owner and holder of that certain Mortgage dated as of November 29, 1994 executed by **ARTHUR B. MCBRIDE, JR. a/k/a ARTHUR B. MCBRIDE** having a mailing address located at 2069 West 3rd Street, Cleveland, Ohio 44113, in favor of the Mortgagee and recorded in O.R. Book ____, Page ____, in the Public Records of Dade County, Florida, as assumed by **ARTHUR B. MCBRIDE**, as Trustee w/a/d May 9, 1985, as amended, having a mailing address located at 2069 West 3rd Street, Cleveland, Ohio 44113 (the "Mortgagor"), pursuant to the terms of that certain Mortgage and Note Assumption Agreement dated as of November 29, 1994 and recorded in O.R. Book ____, Page ____, in the Public Records of Dade County, Florida (the "Mortgage"); and

WHEREAS, the Mortgagor represents that there is no event of default under the Mortgage; and

WHEREAS, the Mortgagor has requested the Mortgagee to release the lien granted to the Mortgagee pursuant to the Mortgage as to a portion of the real property described therein;

NOW THEREFORE, 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 is acknowledged by the Mortgagee, the Mortgagee does hereby remise, release, quit-claim,

exonerate and discharge from the lien and operation of the Mortgage the real property located in Dade County, Florida, described as:

[LEGAL DESCRIPTION OF PROPERTY TO BE RELEASED]

This document does not, in any way, impair or modify, the lien of the Mortgage against any real property not released or any portion of the indebtedness which such lien had secured.

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OFF: 16640
REC: 0130

IN WITNESS WHEREOF, the Mortgagee has hereunto set its hand and seal this ____ day of _____, 199__.
Signed, sealed and delivered
in our presence:

Witness #1

Printed Name of Witness #1

By: _____
KAREN A. SKINNER, as
Personal Representative of
the Estate of Edward J.
McBride

("Mortgagee")

 Witness #2

 Printed Name of Witness #2

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared KAREN A. SKINNER, as Personal Representative of the Estate of Edward J. McBride, on behalf of the Estate, who is personally known to me or who produced the type of identification provided and who did/did not take an oath and who

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OFF. 16640-0131
 REC.

executed the foregoing Partial Release of Mortgage and acknowledged before me that she executed the same for the purposes set forth therein.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day
 of _____, 199__.

Type of Identification
Provided

My commission expires:

Notary Public
State of _____

Printed Name of Notary Public

Notary's Commission Number

THIS INSTRUMENT PREPARED BY:

Stephen C. Pierce, Esq.
CUMMINGS & LOCKWOOD
3001 North Tamiami Trail
Naples, Florida 33940
(813) 262-8311

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OFF. 16640 PT 0132

EXHIBIT "C"

Form of Release/Satisfaction of Mortgage

KNOWN ALL MEN BY THESE PRESENTS:

WHEREAS, KAREN A. SKINNER, as Personal Representative of the Estate of Edward J. McBride, having a mailing address located at P.O. Box 880, Ft. Myers, Florida 33902 (the "Mortgagee"), is the owner and holder of that certain Mortgage dated as of November 29, 1994 executed by **ARTHUR B. MCBRIDE, JR. a/k/a ARTHUR B. MCBRIDE** having a mailing address located at 2069 West 3rd Street, Cleveland, Ohio 44113, in favor of the Mortgagee and recorded in O.R. Book ____, Page ____, in the Public Records of Dade County, Florida, as assumed by **ARTHUR B. MCBRIDE**, as Trustee u/a/d May 9, 1985, as amended, having a mailing address located at 2069 West 3rd Street, Cleveland, Ohio 44113 (the "Mortgagor"), pursuant to the terms of that certain Mortgage and Note Assumption Agreement dated as of November 29, 1994 and recorded in O.R. Book ____, Page ____, in the Public Records of Dade County, Florida (the "Mortgage"); and

WHEREAS, the Mortgagor represents that there is no event of default under the Mortgage; and

WHEREAS, the Mortgagor has requested the Mortgagee to release the lien granted to the Mortgagee pursuant to the Mortgage;

NOW THEREFORE, that the Mortgagee, in consideration of the premises herein set forth herein and the sum of TEN DOLLARS and No/100 DOLLARS (\$10.00), to the Mortgagee in hand paid by, or on behalf of, the Mortgagor at the time of the execution hereof, the receipt of which is hereby acknowledged, does remise, release, quit-claim, exonerate and discharge the lien and operation of the Mortgage.

IN WITNESS WHEREOF, the Mortgagee has hereunto set its hand and seal this ____ day of _____, 199__.

Signed, sealed and delivered
in our presence:

Witness #1

Printed Name of Witness #1

By: _____
KAREN A. SKINNER, as
Personal Representative of
the Estate of Edward J.
McBride

("Mortgagee")

OFF: 16640-0133
REC:_____
Witness #2_____
Printed Name of Witness #2STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared KAREN A. SKINNER, as Personal Representative of the Estate of Edward J. McBride, on behalf of the Estate, who is personally known to me or who produced the type of identification provided and who did/did not take an oath and who executed the foregoing Release/Satisfaction of Mortgage and acknowledged before me that she executed the same for the purposes set forth therein.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 199_.

Type of Identification
Provided

My commission expires:

Notary Public
State of __________
Printed Name of Notary Public_____
Notary's Commission Number

THIS INSTRUMENT PREPARED BY:

Stephen C. Pierce, Esq.
CUMMINGS & LOCKWOOD
3001 North Tamiami Trail
Naples, Florida 34109

Maple, Florida 33150
(813) 262-8311

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OFF: 16640 PT 0134
REC:

EXHIBIT "D"

Agreed Upon Valuations

As to Parcel No. 1 on <u>Exhibit "A"</u> above	\$ 875,000.00
As to Parcel No. 2 on <u>Exhibit "A"</u> above	\$1,485,000.00
As to Parcel No. 3 on <u>Exhibit "A"</u> above	\$ 985,000.00
As to Parcel No. 4 on <u>Exhibit "A"</u> above	\$5,265,000.00
As to Parcel No. 5 on <u>Exhibit "A"</u> above	\$ 100,000.00

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
HARVEY RUVIN.

**Clerk of Circuit & County
Courts**

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OFF. 17214P2279
REC.

96R226333 1996 MAY 24 16:05

PARKING AGREEMENT

Prepared By and (Return to:

Kelley Whiter, Esq.
Greenberg, Traurig, Hoffman,
Lipoff, Rosen & Quentel, P.A.
515 East Las Olas Boulevard
Suite 1500
Fort Lauderdale, Florida 33301

PARKING AGREEMENT

THIS PARKING AGREEMENT ("Agreement") made as of the 15TH day of MAY, 1996, by and between ARTHUR B. McBRIDE, as Trustee under that certain Arthur B. McBride Revocable Trust dated May 9, 1985 having an address at c/o Gerald McBride, 2824 Palm Beach Boulevard, Fort Myers, Florida 33916-1590 ("McBride") and PONAN PARTNERS, a Florida general partnership, having an address at c/o Gerald McBride, 2824 Palm Beach Boulevard, Fort Myers, Florida 33916-1590 ("Ponan").

W I T N E S S E T H:

WHEREAS, McBride is the owner and holder of fee simple title to: (i) that certain parcel of real property legally described on Exhibit "A", attached hereto located in the City of Coral Gables, County of Dade, State of Florida, together with the parking lot and related facilities located thereon (the "Parking Lot"), shown as Lot 3 on the site plan that is attached hereto as Exhibit "B" (the "Site Plan"); and (ii) certain other properties within the vicinity of the Parking Lot (collectively, the "Other McBride Properties") legally described on Exhibit "C", attached hereto, designated as Lots 1 and 2, the location of which is shown on the Site Plan; and

WHEREAS, Ponan is the owner and holder of fee simple title to that certain parcel of real property legally described on Exhibit "D" attached hereto, located in the City of Coral Gables, County of Dade, State of Florida (the "Ponan Property"), shown as Lot 6 on the Site Plan; and

WHEREAS, Ponan desires to acquire, and McBride desires to grant, certain nonexclusive rights to use the Parking Lot, for the benefit of Ponan and certain other parties, and the parties hereto desire to provide for certain other rights and obligations with respect to the maintenance, use and operation of the Parking Lot, pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby agree as follows:

1. Recitations. The recitations set forth in the preamble of this Agreement are true and correct and are incorporated herein by this reference.

2. Definitions. As used herein, the following terms shall have the following meanings:

(a) The term "Additional Properties" shall mean, collectively, certain other properties within the vicinity of the Parking Lot, designated as Lots 4 and 5, the location of which is shown on the Site Plan. As of the date hereof, neither McBride nor Ponan owns any of the Additional Properties.

(b) The term "Ponan Building" shall mean any building now or hereafter constructed on the Ponan Property.

(c) The term "Floor Area" shall mean the number of square feet of floor space in the building or buildings in question measured from the center line of common walls, if any, and from the exterior face of exterior walls.

(d) The term "Ponan's Proportionate Share" shall mean a fraction, the numerator of which shall be the Floor Area of the Ponan Building and the denominator of which shall be the Floor Area of the Ponan Building and any and all premises located on or at each of the Other McBride Properties and the Additional Properties to whom McBride (or any successor owner of the Parking Lot) has granted nonexclusive parking rights in the Parking Lot.

(e) "Lots 1-6, inclusive" shall mean the parcels designated as such on the Site Plan; said parcels are referred to herein as Lots 1-6 for definitional easy reference purposes only, such designations not being intended to have any relation to the actual legal descriptions for such parcels.

3. The Parking Lot. McBride shall make available the Parking Lot as shown on the Site Plan. McBride shall (or shall cause the same to be done) operate, manage, equip, light, secure, repair, replace and maintain the Parking Lot for its intended purpose in good, clean condition and repair, all of which shall be subject to McBride's sole management and control reasonably exercised or such other persons or nominees to whom McBride may delegate or assign the responsibility to exercise such management and control, in whole or in part, in McBride's place and stead. To the extent permitted by applicable law, McBride agrees to cause the Parking Lot to be lighted daily from dusk until dawn, force majeure and casualty repairs excepted. It is contemplated that the lighting for the Parking Lot will be separately metered, will be controlled by McBride and McBride will be billed by the applicable utility supplier for the cost of electricity for lighting the Parking Lot. Ponan shall pay McBride Ponan's Proportionate Share (as hereinafter defined) of the cost of lighting the Parking Lot as a Parking Lot Operating Expense (as hereinafter defined) in accordance with the terms and provisions of Paragraph 5 hereof.

4. Use of the Parking Lot. Ponan and its employees, agents, customers, tenants, subtenants, concessionaires and invitees shall have and McBride hereby grants to Ponan and its agents, employees, customers, tenants, subtenants, concessionaires and invitees, a perpetual nonexclusive right (in common with McBride and the occupants of each of the Other McBride Properties and the Additional Properties to whom McBride (or any successor owner of the Parking Lot) has granted nonexclusive parking rights in the Parking Lot, including McBride's employees, agents, customers, tenants, subtenants, concessionaires and invitees permitted by McBride to use the same) to use the Parking Lot for the parking of automobiles (but not delivery trucks), subject to such reasonable nondiscriminatory rules and regulations governing the use thereof as McBride may from time to time prescribe in writing, including the designation of specific areas within the Parking Lot in reasonable proximity to the Ponan Property in which automobiles owned by Ponan, its employees, agents, customers, tenants, subtenants, concessionaires and invitees shall be parked. McBride may at any time close temporarily the Parking Lot to make repairs or changes therein or to prevent the acquisition of public rights in such areas, or to discourage noncustomer parking. In such event, McBride shall, to the extent practicable, use reasonable

efforts to minimize any resulting interference with the use of the Parking Lot.

5. Parking Lot Operating Expenses. Ponan shall pay to McBride, in the manner provided in Paragraph 6 hereof, Ponan's Proportionate Share of all reasonable costs and expenses of every kind and nature as may be actually paid or incurred by McBride in operating, repairing, and maintaining the Parking Lot (the "Parking Lot Operating Expense(s)"), including, but not limited to: maintenance and repair of all paved areas; restriping; resealing; resurfacing; provided, however, resurfacing shall not occur more than once every five (5) years and the cost thereof shall be included in annual Parking Lot Operating Expenses on an amortized basis over a five (5) year period; cleaning and sweeping; landscaping; maintenance of directional signs and other markers and bumpers; premiums for liability insurance; wages for any on-site parking attendant or employees working on the maintenance of the Parking Lot; unemployment taxes, social security taxes and customary benefits for any such on-site employees; fees for required licenses and permits; supplies; cost of lighting and other utilities; pest extermination services; security (it being recognized and agreed that McBride has no obligation to supply any security services); inspecting; irrigation systems; maintenance and repair of sidewalks and curbs; maintenance and repair of any exterior lighting systems, storm drainage systems and other utility systems; capital expenditures that are required, in McBride's reasonable opinion, to repair or replace existing capital improvements located on or at the Parking Lot; and reasonable depreciation of equipment used in the operation and maintenance of the Parking Lot. The foregoing notwithstanding, in the event that Ponan has a bona fide dispute with McBride's determination of whether any capital expenditure is reasonably required, the parties shall submit the dispute to an independent architect that is acceptable to both parties for resolution. The findings of such architect shall be final and binding upon the parties. In the event such architect determines that any such expenditure was not reasonably required, then McBride shall not be permitted to include such expenditure in the calculation of Parking Lot Operating Expenses and shall promptly refund to Ponan any portion of the Parking Lot Operating Expenses paid by Ponan with respect thereto. The costs incurred by the independent architect in resolving any such dispute shall be shared equally by the parties. McBride may cause any or all of the services described in the first sentence of this Paragraph 5 to be provided by an independent contractor or contractors. Parking Lot Operating Expenses shall not include: (a) depreciation of the original cost of constructing, erecting and installing the Parking Lot; or (b) principal and interest payments pursuant to any mortgage which encumbers the Parking Lot; or (c) administrative charges or management fees.

6. Ponan's Proportionate Share and Payment.

(a) Ponan's Proportionate Share of Parking Lot Operating Expenses shall be paid to McBride in estimated monthly installments on the tenth day of each calendar month after the date hereof (prorated for any fractional month) in advance. Within seventy-five (75) days after the end of each calendar year, McBride shall furnish to Ponan a statement (the "Operating Statement") in reasonable detail of the Parking Lot Operating Expenses for the immediately preceding calendar year or partial calendar year and within twenty (20) days thereafter there shall be an adjustment between McBride and Ponan, with payment to or repayment by McBride, as the case may require, and Ponan's estimated monthly contribution for the next ensuing calendar year shall be adjusted upward or downward based upon the Operating Statement and reasonably anticipated increases thereto.

(b) At reasonable times and on reasonable notice, Ponan and its designees shall have the right, not more frequently than once in any calendar year, to audit McBride's records pertaining to

Parking Lot Operating Expenses with a representative of its (or its designee's) choice. Any overbilling discovered in the course of such audit shall be promptly refunded to Ponan within seven (7) days of McBride's receipt of a copy of the audit. In the event the overstatement of charges exceeds five percent (5%) of the sum previously billed to Ponan by McBride in the Operating Statement, McBride shall reimburse Ponan for all reasonable expenses of such audit (excluding travel, meals and lodging). McBride shall retain its records regarding Parking Lot Operating Expenses for a period of at least two (2) years following the final billing for the calendar year in question. The failure of Ponan (or its designee) to elect to examine McBride's records of Parking Lot Operating Expenses or cause such records to be audited within two (2) years following the final billing for the calendar year in question shall be deemed to be a waiver of Ponan and its designees with respect to such examination or auditing and the acceptance by Ponan and its designees of the annual statement for the particular year to which the annual statement relates.

(c) Ponan shall also pay, with each payment hereunder of Ponan's Proportionate Share of the Taxes and the Parking Lot Operating Expenses, all sales taxes or similar excise taxes, if any, imposed upon or with respect to such payments and any and all other payments payable hereunder, even though the taxing statute or ordinance may purport to impose same against the owner of the Parking Lot. McBride shall remit to the appropriate taxing authority, prior to delinquency, the full amount of any and all such taxes that are paid by Ponan to McBride.

7. Real Estate Taxes.

(a) Ponan agrees to pay to McBride Ponan's Proportionate Share of "Taxes" (as hereinafter defined).

(b) The term "Taxes" shall mean and include all real estate taxes, fees, charges, assessments, water and sewer rents and charges, assessments for public improvements or betterments (and interest due on the unpaid installments thereof) and all other governmental impositions, general and special, ordinary and extraordinary, of any kind and nature whatsoever which shall be lawfully created and levied, assessed or imposed with respect to the Parking Lot or any part thereof, other than any fine, penalty, cost or interest for any tax or assessment or part thereof which McBride failed to timely pay (except if same are imposed by reason of Ponan's default hereunder). Nothing contained in this Agreement shall require Ponan to pay any estate, inheritance, succession, franchise, transfer or income tax of McBride.

(c) Ponan's Proportionate Share of Taxes, prorated in the event that the Taxes are payable for a partial tax year, shall be paid to McBride by Ponan on an annual basis within forty-five (45) days following receipt by Ponan of a true copy of the tax bill(s), together with a statement from McBride setting forth the amount due from Ponan and the method of calculation thereof. Upon request of Ponan, McBride shall provide Ponan with a copy of the receipted tax bill(s) or other satisfactory evidence of payment.

(d) Ponan shall also pay to McBride Ponan's Proportionate Share of the reasonable costs and expenses paid or incurred by McBride during each calendar year hereafter for professional and other services (including, but not limited to, reasonable fees and expenses of consultants, attorneys, appraisers and experts) in connection with efforts which successfully lowered Taxes or successfully resisted increased Taxes; provided, however, that Ponan's share of such expenses shall not exceed Ponan's share of the tax savings achieved by McBride. Such costs and expenses shall be determined and allocated in accordance with generally-accepted accounting principles. Ponan shall pay its share of such costs and expenses annually within forty-five (45) days following receipt by Ponan of a statement therefor, and Ponan's share shall be prorated

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REC.

in the event Ponan is required to make such payment for less than a full calendar year.

(e) With respect to any assessments for Taxes which may be levied against or upon the Parking Lot which under the laws then in force may be evidenced by improvement or other bonds, or may be paid in installments, only the amount of such installments and interest due thereon (with appropriate proration for any partial calendar year) which become due hereafter shall be included in the annual amount of the Taxes.

(f) Provided McBride is not contesting or about to contest Taxes assessed against the Parking Lot, Ponan, at its sole cost and expense, upon prior written notice to McBride, may dispute and contest the Taxes assessed against the Parking Lot in good faith and by appropriate legal proceedings. McBride agrees (at no cost to McBride) to render to Ponan all non-professional assistance reasonably necessary in connection with any such contest. At the conclusion of such contest, Ponan shall pay the charge contested to the extent it is held valid, together with all court costs, interest, and other expenses relating thereto. Ponan shall comply with all statutory procedures in conducting such contest, so as not to risk forfeiture or the accrual of fines or penalties. Ponan shall be obligated to pay any increase in Taxes which would not have occurred but for Ponan's tax contest.

If, at any time, during a tax contest initiated by Ponan, in the judgment of the McBride reasonably exercised, it shall become necessary so to do, the McBride, after seven (7) days written notice to Ponan, may, under protest if so requested by Ponan, pay such monies as may be required to prevent the accrual of fines or penalties or the sale of or the Parking Lot or any part thereof, or foreclosure of the lien created thereon by such item, and such amount shall become immediately due and payable by Ponan to McBride, or, at Ponan's option and at Ponan's sole cost and expense, in lieu thereof, Ponan shall obtain lien release bonds in amounts equal to the claims of any such liens or as otherwise required by applicable law (or shall provide McBride with other security reasonably acceptable to McBride).

(g) Any rebates, refunds or abateements of the Taxes received by McBride subsequent to payment of such Taxes by Ponan shall be refunded to Ponan within twenty (20) days of receipt thereof by McBride.

8. Ponan Covenants. Ponan hereby covenants and agrees as follows:

(a) To waive all claims against McBride for injury to person or damage to property sustained by Ponan or any person claiming through Ponan resulting from any accident or occurrence in or upon the Parking Lot or any part thereof or sidewalks adjacent thereto, not caused by any act, omission, neglect or default of McBride, its agents, employees or contractors, including, but not limited to, claims for damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) injury done or occasioned by wind; (iii) any defect in or failure of stairs, railings or walks; (iv) broken glass; (v) the backing up of any sewer pipe or downspout; and (vi) water being upon or coming through the stairs, walks or any other place upon or near the Parking Lot or otherwise.

(b) To conform to all reasonable, nondiscriminatory and uniformly enforced rules and regulations which McBride may promulgate by written notice to Ponan from time to time with respect to the use of the Parking Lot (including, without limitation, such employee parking areas as may from time to time be reasonably designated by McBride).

9. McBride Covenants. McBride hereby covenants and agrees as follows:

(a) Unless required by governmental authority, not to make any material changes to the Parking Lot as shown on the Site Plan (including, without limitation, any changes to the striping, curbing or curb cuts) without the prior written consent of Ponan, which consent shall not be unreasonably withheld or delayed, except as is otherwise permitted under Paragraph 11 hereof.

(b) To maintain or cause to be maintained commercial general liability and property damage insurance (including contractual liability) against claims for bodily injury, death or property damage with respect to the Parking Lot, such insurance to afford minimum protection of not less than Two Million Dollars (\$2,000,000) combined single limit coverage per occurrence for bodily injury, death or property damage. Ponan's Proportionate Share of the public liability insurance McBride is required to maintain under this subparagraph (b) shall be paid by Ponan to McBride as a Parking Lot Operating Expense in accordance with the terms and provisions of Paragraph 5 hereof.

10. Signs. McBride hereby acknowledges and agrees that Ponan shall be permitted to add the name(s) of the tenant(s) of the Ponan Property to the existing free-standing sign in the Parking Lot, at Ponan's sole expense, at or below the second position thereon, provided that the size of said additional name(s) shall not exceed the size of the name of the tenant occupying the first position thereon.

11. Additional Construction. McBride shall have the right at any time to make alterations or additions to the Parking Lot, to construct other buildings or improvements, including elevated or double-deck parking facilities, above the Parking Lot, and to build additional stories above the Parking Lot, so long as the number of parking spaces within the Parking Lot is not permanently decreased thereby by more than ten percent (10%). McBride shall have the right, at any time, to construct buildings adjoining the Parking Lot without liability for interference to the ability to conduct business on the Ponan Property by any occupant of the Ponan Property; provided, however, McBride shall use reasonable efforts to minimize any interference to the business operation of the occupants of the Ponan Property, and provided further that any tenant with premises located above the ground level (e.g., on or above a second floor) of any such additional premises shall not have any right, and McBride shall not grant any such tenant any right, to use any parking spaces located within the ground floor of the Parking Lot. ~

12. Duration. The term of this Agreement shall be for perpetuity. The foregoing notwithstanding, this Agreement may be terminated upon the written agreement of the owner of the Parking Lot and the owner of the Ponan Property.

13. Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Agreement shall entitle either party to terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such party may have hereunder by reason of any breach of this Agreement. Any breach of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Agreement shall be binding upon and be effective against any party hereto whose title is acquired by foreclosure, trustee's sale or otherwise.

14. Default.

(a) If there is a failure by either party hereto to perform, fulfill or observe any agreement contained within this Agreement, to be performed, fulfilled or observed by it, continuing

for thirty (30) days (ten [10] days in the event of failure to pay money) or in situations involving potential danger to the health or safety of persons in, on or about the Parking Lot, the Ponan Property or any of the Other McBride Properties or the Additional Properties for which McBride (or any successor owner of the Parking Lot) has granted nonexclusive parking rights in the Parking Lot, or any portion or part thereof, or substantial deterioration of any portion or part thereof, in each case after written notice specifying the default, the other party may, at its election, cure such failure or breach on behalf of the defaulting party. Any reasonable amount which the curing party so electing shall expend for such purpose, or which shall otherwise be due by either party to the other, shall be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest at the lower of (i) two percent (2%) per annum in excess of the Prime Rate from time to time published in the Wall Street Journal, Eastern Edition (or if same is no longer published, a comparable financial publication), or (ii) the maximum rate permissible from time to time under applicable law from the date of the expenditure to the date of payment in full. The provisions of this paragraph shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trust at any time or from time to time on the land of the defaulting party and rights of the holder or holders of any mortgages or deeds of trust. Furthermore, the curing party shall have a lien on the real property that is subject to this Agreement owned by the defaulting party for the amount of said expenses plus accrued interest as set forth above; provided, however, that if there is a bona fide dispute as to the existence of such default or of the amount due and all undisputed amounts are paid, there shall be no right to place a lien on such party's real property until such dispute is settled by final court decree or mutual agreement.

(b) The parties further agree that in the event it becomes necessary for either party to litigate in order to enforce its rights under the terms of this Agreement, then, and in such event, the prevailing party shall be entitled to recover reasonable attorneys' fees and the costs of such litigation, including appellate litigation.

15. Recording. This Agreement shall be recorded in the Public Records of Dade County, Florida. The parties shall share equally in the cost of recording this Agreement, including any and all documentary stamp and other taxes which may be due and payable in connection therewith.

16. Notice. All notices of request, demand and other communications hereunder shall be addressed to each party at its respective address set forth in the preamble of this Agreement, unless such address is changed by the party by like notice given to the other party. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this Agreement may be sent by facsimile or Federal Express or other overnight courier service, but shall only be deemed to have been given when received.

17. Estoppel Certificate. At any time, and from time to time within thirty (30) days after notice or request by the holder of any actual or proposed mortgage or ground lease affecting or intending to affect either the Parking Lot, the Ponan Property or any of the Other McBride Properties or the Additional Properties acquired by McBride (or any affiliate of McBride) for which McBride (or any such affiliate) has granted nonexclusive parking rights in the Parking Lot, the owner of such property shall execute and deliver to such mortgagee, ground lessee or purchaser, a statement certifying that this Agreement is unmodified and in full force and effect or if there have been modifications, that it is in full force and effect as modified in the manner specified in the

statement, and that to the knowledge of such party there exists no default under this Agreement or circumstances which with the passage of time would result in the existence of such a default, other than specified therein.

18. Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, each party hereto hereby waives all claims against the other party, and against the agents, tenants, occupants and employees of such other party, for any loss or damage sustained by each party to the extent such claims are or could be insured against under a standard broad form policy of fire and extended coverage insurance, regardless of whether such policy is in effect at the time of the loss.

19. Further Assurances. Each of the parties hereto agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further acts, assignments, transfers and assurances as shall reasonably be requested of it in order to carry out this Agreement and give effect thereto. The parties hereto acknowledge that it is to their mutual benefit to have an orderly and efficient transfer of ownership as contemplated hereby. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate each with the other in effecting the terms of this Agreement.

20. Captions and Paragraph Headings. Captions and Paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, no the intent of any provision hereof.

21. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

23. Binding Effect. The covenants contained in this Agreement are not personal and shall run with the land, and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors, assigns and transferees.

24. Governing Law. This Agreement shall be construed and interpreted according to the laws of the state of Florida.

25. Gender. All terms and words used in this Agreement regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

26. Entire Agreement. This Agreement contains and sets forth the entire understanding between the parties with respect to the subject matter hereof, and it shall not be changed, modified or amended except by an instrument in writing and executed by the party against whom the enforcement of any such change, modification or amendment is sought.

27. Relationship. Nothing contained in this agreement shall constitute or be construed to be or create a partnership or joint venture between the parties hereto.

28. Modification. This Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by the party to be charged.

OFF.
REC. 1721412287

29. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

30. Saturday, Sundays and Holidays. In the event that any date herein provided occurs on a Saturday, Sunday or legal holiday, then such date shall be deemed extended to the next full business day thereafter occurring.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:

Claudia J. Hughes
Print Name: Claudia T. Hughes

Mary C. Risner
Print Name: MARY C. RISNER

ARTHUR B. McBRIDE, as Trustee
under that certain Arthur B.
McBride Revocable Trust dated
May 9, 1985

By: Arthur B. McBride

Address:
c/o Gerald McBride
2824 Palm Beach Boulevard
Fort Myers, Florida 33916-
1590

PONAN PARTNERS, a Florida
general partnership

Claudia J. Hughes
Print Name: Claudia T. Hughes

Mary C. Risner
Print Name: MARY C. LARSON
RISNER

By: B. A. McBride
Brian A. McBride,
its partner

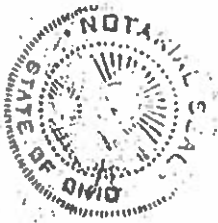
Address:
c/o Gerald McBride
2824 Palm Beach Boulevard
Fort Myers, Florida
33916-1590

OFF. REC. 17214/2288

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

SS:

The foregoing instrument was acknowledged before me this 15th day of MAY, 1996 by Arthur B. McBride, as Trustee under that certain Arthur B. McBride Revocable Trust dated May 9, 1985. He personally appeared before me, is personally known to me.



Notary John T. Donnelly
Print Name _____
Notary Public, State of _____
My commission expires: _____

JOHN T. DONNELLY
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires July 20, 2000

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

SS:

The foregoing instrument was acknowledged before me this 15th day of MAY, 1996 by Brian A. McBride, as a partner of PONAN PARTNERS, a Florida general partnership, on behalf of the partnership. He personally appeared before me, is personally known to me.



Notary John T. Donnelly
Print Name _____
Notary Public, State of _____
My commission expires: _____

JOHN T. DONNELLY
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires July 20, 2000

OFF. 17214PC2289
REC.

EXHIBIT "A"

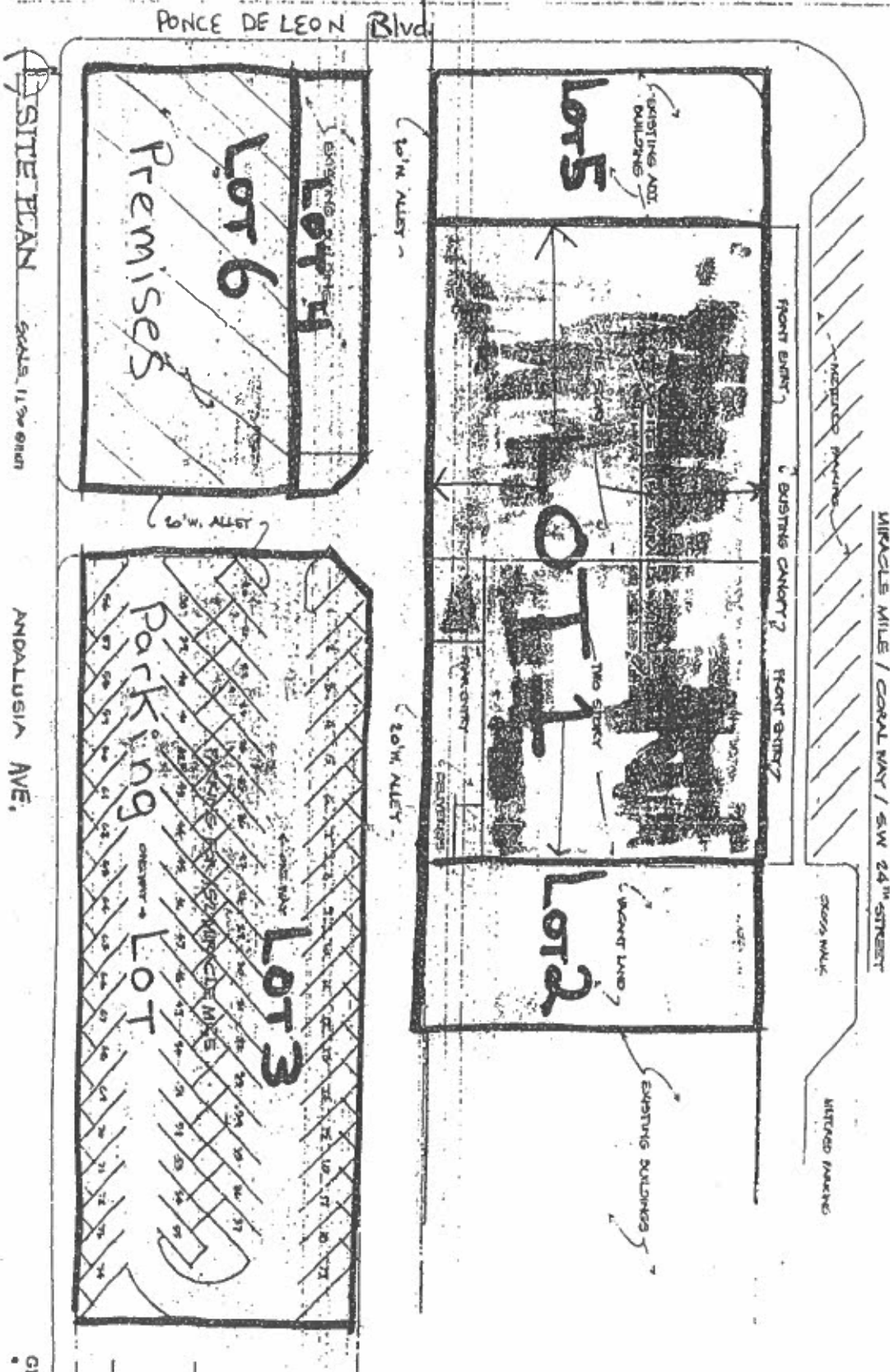
PARKING LOT LEGAL DESCRIPTION

Lots 30, 31, 32, 33, 34, 35, 36, 37, 38 and 39 of Block 3, Craft's Section of Coral Gables, Florida, according to the plat thereof recorded in Plat Book 10, at Page 40, of the Public Records of Dade County, Florida.

REC: 172142290

EXHIBIT "B"

SITE PLAN



OFF. REC. 17214P2291

EXHIBIT "C"

OTHER MCBRIDE PROPERTIES LEGAL DESCRIPTION

The East 10 feet of Lot 2 and all of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of Block 3, Craft's Section of Coral Gables, Florida, according to the Plat thereof recorded in Plat Book 10, at Page 40, of the Public Records of Dade County, Florida.

OFF. REC. 1721412292

EXHIBIT "D"

PONAN PROPERTY LEGAL DESCRIPTION

Lots 41, 42 and 43 of Block 3, Craft's Section of Coral Gables, Florida, according to the Plat thereof recorded in Plat Book 10, at Page 40, of the Public Records of Dade County, Florida.

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT



DIVISION of
CORPORATIONS
an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
PONAN PARTNERS, LLC

Filing Information

Document Number	L06000024065
FE/EIN Number	65-0647456
Date Filed	03/06/2006
Effective Date	03/07/2006
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	02/01/2012

Principal Address

2824 PALM BEACH BLVD
FORT MYERS, FL 33916

Changed: 05/02/2008

Mailing Address

2069 WEST 3RD ST.
CLEVELAND, OH 44113

Changed: 02/01/2012

Registered Agent Name & Address

MCBRIDE, BRIAN
2824 PALM BCH BLVD
FORT MYERS, FL 33916

Name Changed: 02/01/2012

Address Changed: 05/02/2008

Authorized Person(s) Detail

Name & Address

Title MGR

MCBRIDE, BRIAN A
2824 PALM BCH BLVD
FORT MYERS, FL 33916

Annual Reports

Report Year	Filed Date
2017	04/14/2017
2018	04/25/2018
2019	04/19/2019

Document Images

04/19/2019 -- ANNUAL REPORT	View image in PDF format
04/25/2018 -- ANNUAL REPORT	View image in PDF format
04/14/2017 -- ANNUAL REPORT	View image in PDF format
04/07/2016 -- ANNUAL REPORT	View image in PDF format
03/13/2015 -- ANNUAL REPORT	View image in PDF format
03/20/2014 -- ANNUAL REPORT	View image in PDF format
04/26/2013 -- ANNUAL REPORT	View image in PDF format
02/01/2012 -- REINSTATEMENT	View image in PDF format
01/12/2009 -- ANNUAL REPORT	View image in PDF format
05/02/2008 -- ANNUAL REPORT	View image in PDF format
05/03/2007 -- ANNUAL REPORT	View image in PDF format
03/06/2006 -- Florida Limited Liability	View image in PDF format

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") made as of the 19TH day of MAY, 1995, by and between BARNES & NOBLE SUPERSTORES, INC., a Delaware corporation ("Tenant"), and ARTHUR B. McBRIDE, TRUSTEE ("Landlord").

WITNESSETH:

1. Premises. Landlord and Tenant have entered into a lease ("Lease") dated MAY 19, 1995 for that certain real property lying, being and situate in Dade County, Florida, legally described on Exhibit "A" attached hereto, together with the building erected thereon containing approximately 23,659 square feet of ground level floor area and 9,895 square feet of second story floor area ("Premises"). During the term of the Lease, Tenant and its employees, agents, customers, permitted subtenants and concessionaires have the nonexclusive right to use the parking lot legally described on Exhibit "A-1" attached hereto. Exhibit "B" attached hereto is a site plan which shows the location of the Premises and Parking Lot and other properties in the vicinity of the Premises (the "Site Plan").

2. Term and Renewal Options. The term of the Lease is for ten (10) years. When the exact commencement and termination dates of the initial term of the Lease are determined, the parties agree to execute a recordable supplement to this Memorandum which will set forth such dates.

If the Lease is still in full force and effect, and if Tenant shall not be in default under the terms of the Lease, Tenant shall have three (3) successive five (5) year options of extension.

3. Liens. Tenant shall never, under any circumstances, have the power to subject the interest of Landlord in the Premises or the Parking Lot to any mechanics' or materialmen's liens of any kind.

In order to comply with the provisions of Section 713.10, Florida Statutes, it is specifically provided that neither Tenant nor anyone claiming by, through or under Tenant, including, but not limited to, contractors, subcontractors, materialmen, mechanics and laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the Premises, the Parking Lot or improvements thereon, any such liens are hereby specifically prohibited. All parties with whom Tenant may deal are put on notice that Tenant has no power to subject Landlord's interest to any mechanics' or materialmen's lien of any kind or character, and all such persons so dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's interest or assets.

4. Tenant's Exclusive. The Lease contains the following provisions:

So long as Tenant is operating a retail bookstore in the Premises, Landlord shall not operate or lease or permit to be leased or operated any other store located within any of Lots 1, 2, 3 or 4, as shown on the site plan attached hereto as Exhibit "A" (the "Adjacent Property") owned by Landlord (or any affiliate of Landlord), for the principal use or purposes of selling or displaying for sale books, books on tape, books on CD-ROM and books on other media or magazines, periodicals or other newspapers. For purposes hereof, the incidental sale of such items in connection with the overall business of another operator or tenant shall not be deemed a violation hereof. As used herein, "incidental sale" shall mean a product line which comprises less than ten percent (10%) of gross sales and less than five hundred (500) square feet of floor area, or a separately demised newsstand. Notwithstanding the foregoing, the sale of instructional books and magazines by other occupants of any Adjacent Property owned by Landlord (or any affiliate of Landlord), the subject matter of which is in conformity with the service or products sold by such occupant (e.g., a computer store may sell books on how to operate a

Prepared by and return to:

PETER L. TUNIS, ESQ.
GREENBERG, TRAURIG, HOFFMAN,
LIPOFF, ROSEN & QUENTEL, P.A.
515 EAST LAS OLAS BLVD.
SUITE 1500
FORT LAUDERDALE, FL 33301

computer and a weight loss center may sell books on how to diet) shall not be subject to the restrictions set forth herein. Notwithstanding the foregoing to the contrary, in the event that Landlord shall hereafter acquire any portion of the Adjacent Property subject to an existing lease or use therein, such existing lease or use therein shall not be subject to the restrictions contained herein. In the event that Tenant closes its store in the Premises for ninety (90) or more consecutive days (excepting temporary store closings on account of inventory, alterations, remodeling or restoration work), then Landlord shall have the right to revoke the exclusive rights that are granted to Tenant hereunder, by giving Tenant not less than thirty (30) days prior written notice thereof, provided, however, that, such revocation shall be ineffective in the event that Tenant reopens a fully fixtured, staffed and stocked retail bookstore in the Premises for business to the public within such thirty (30) day period.

Landlord shall not operate or lease, or permit to be leased or operated, any other store located within any Adjacent Property owned by Landlord (or any affiliate of Landlord), for the use or occupancy as a bingo hall or a place of public assembly; bowling alley; religious facility; for industrial purposes; sales of automobiles or other vehicles; bar serving alcoholic beverages (unless incidental to a restaurant that is operated on such Adjacent Property); funeral parlor; massage parlor; discotheque; dance hall; dry-cleaning store or laundromat; pool room; night club; so-called "head shops"; veterinary clinic; skating rink; off-track betting establishment; so-called "flea market"; manufacturing facility; amusement arcade or game room as a principal use; adult book store or store selling or exhibiting pornographic materials; or any business or use which emits offensive odors, fumes, dust or vapors, is a public or private nuisance, emits loud noise or sounds which are objectionable, creates fire, explosive or other hazard, or creates risk of environmental damage.

As of the date of this Memorandum, Landlord (or any affiliate of Landlord) does not own Lots 1 and 3 as shown on the Site Plan. The provisions of this Memorandum shall not encumber or be binding upon Lot 1 unless and until Landlord (or any affiliate of Landlord) shall hereafter acquire title to Lot 1. The provisions of this Memorandum shall not encumber or be binding upon Lot 3 unless and until Landlord (or any affiliate of Landlord) shall hereafter acquire title to Lot 3.

5. Incorporation of Lease. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Lease and is subject to all of the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

6. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

OFF. 16806-0573

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD

B. LB
Claudia J. Hughes

Arthur B. McBride, Trustee
ARTHUR B. McBRIDE, TRUSTEE

Date: 5-19-95

TENANT:

BARNES & NOBLE SUPERSTORES,
INC., a Delaware corporation

Simon C. ...
577 Smole

By: Michael S. Klipper
Print Name: Michael S. Klipper
Title: President

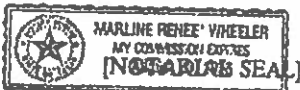
Date: May 12, 1995

STATE OF OHIO

COUNTY OF CUYAHOGA

SS:

The foregoing instrument was acknowledged before me this 19 day of May, 1995 by ARTHUR B. McBRIDE, TRUSTEE. He personally appeared before me, is personally known to me or produced _____ as identification, and [did] [did not] take an oath.



My Commission Expires:

Notary: Jimmy D. Taylor
Print Name: Jimmy D. Taylor
Notary Public, State of Ohio
My commission expires: September 13, 1998
JIMMY D. TAYLOR
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Sept. 13, 1998

STATE OF Texas

COUNTY OF Dallas

SS:

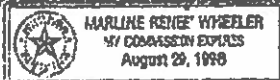
The foregoing instrument was acknowledged before me this 12 day of May, 1995 by Michael S. Klipper as President of BARNES & NOBLE SUPERSTORES, INC., a Delaware corporation, on behalf of the corporation. (He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

Marlene Renee Wheeler
Notary Public
State of Texas

My Commission Expires:

8/26/98

Typed, printed or stamped name of Notary Public



OFF: 16806-0574

EXHIBIT 'A'

LEGAL DESCRIPTION OF PREMISES

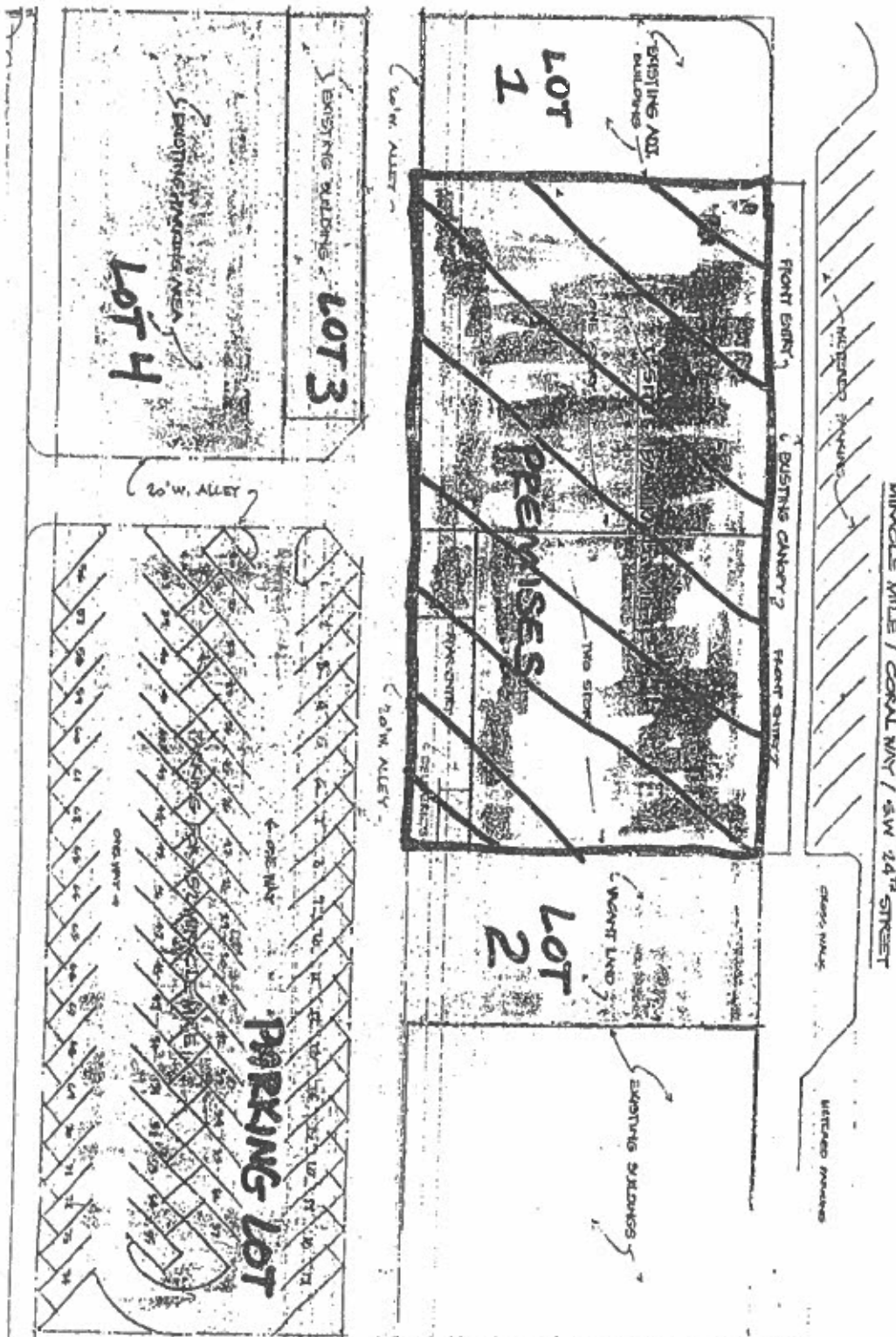
The East 10 feet of Lot 2 and all of Lots 3, 4, 5, 6, 7, 8, 9 and 10 of Block 3, Craft's Section of Coral Gables, Florida, according to the plat thereof recorded in Plat Book 10, at Page 40, of the Public Records of Dade County, Florida.

OFF. REC. 16806-0575
EXHIBIT "A-1"

LEGAL DESCRIPTION OF PARKING LOT

Lots 30, 31, 32, 33, 34, 35, 36, 37, 38 and 39 of Block 3, Craft's Section of Coral Gables, Florida, according to the plat thereof recorded in Plat Book 10, at Page 40, of the the Public Records of Dade County, Florida.

SITE PLAN



152 MIRACLE MILE PROPERTY
B-1

OFF 16806-0577
DEC 16 1980

RECORDED BY OFFICIAL RECORDS DEPT.
OF DADE COUNTY, FLORIDA
SECOND VOLUME
HARVEY RUWILL
Clerk of Circuit & County
Courts

DOCUMENT COVER PAGE

(Space above this line reserved for recording office use.)

Document Title: Memorandum of Lease

(Warranty Deed, Mortgage, Affidavit, etc.)

Executed By: Arthur B. McBride, Trustee (Landlord) and Mitchell S. Klipper,
President of Barnes & Noble Superstores, Inc., a Delaware corporation

To:

Brief Legal Description: The East 10 feet of Lot 2 and all of Lots 3, 4, 5, 6, 7, 8, 9 and 10 of Block 3,
Crafts' Section of Coral Gables, Florida, according to the plat thereof recorded
in Plat Book 10, at Page 40, of the Public Records of Dade County, Florida.

(if applicable)

— Prepared by and Return Recorded Document to:

Peter L. Tunis, Esquire
GREENBERG, TRAUIG, HOFFMAN, LIPOFF, ROSEN & QUENTEL P.A.
515 East Las Olas Blvd., 15th Floor
Fort Lauderdale, Florida 33301

RECORDERS NOTE:
The legibility of writing, typing or printing unsatisfactory in this document when received



DIVISION of
CORPORATIONS
an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Profit Corporation

BARNES & NOBLE BOOKSELLERS, INC.

Filing Information

Document Number F06000001039

FE/EIN Number 13-4030389

Date Filed 02/20/2006

State DE

Status ACTIVE

Principal Address

122 FIFTH AVENUE
NEW YORK, NY 10011

Mailing Address

122 FIFTH AVENUE
TAX DEPARTMENT 4TH FL
NEW YORK, NY 10011

Changed: 04/05/2010

Registered Agent Name & Address

CAPITOL CORPORATE SERVICES, INC.
515 EAST PARK AVENUE
2ND FL
TALLAHASSEE, FL 32301

Address Changed: 08/16/2017

Officer/Director Detail

Name & Address

Title Treasurer

GELBERG, BRETT
122 FIFTH AVENUE
NEW YORK, NY 10011

NEW YORK, NY 10011

Title Secretary

FEUER, BRADLEY A
122 FIFTH AVENUE
NEW YORK, NY 10011

Title CFO

LINDSTROM, ALLEN W
122 FIFTH AVENUE
NEW YORK, NY 10011

Title VP, Corporate Controller

Herpich, Peter M
122 FIFTH AVENUE
NEW YORK, NY 10011

Annual Reports

Report Year	Filed Date
2017	04/26/2017
2018	04/16/2018
2019	04/12/2019

Document Images

04/12/2019 -- ANNUAL REPORT	View image in PDF format
04/16/2018 -- ANNUAL REPORT	View image in PDF format
04/26/2017 -- ANNUAL REPORT	View image in PDF format
04/26/2016 -- ANNUAL REPORT	View image in PDF format
04/01/2015 -- ANNUAL REPORT	View image in PDF format
04/16/2014 -- ANNUAL REPORT	View image in PDF format
04/18/2013 -- ANNUAL REPORT	View image in PDF format
04/09/2012 -- ANNUAL REPORT	View image in PDF format
04/18/2011 -- ANNUAL REPORT	View image in PDF format
04/05/2010 -- ANNUAL REPORT	View image in PDF format
03/17/2009 -- ANNUAL REPORT	View image in PDF format
04/30/2008 -- ANNUAL REPORT	View image in PDF format
01/16/2007 -- ANNUAL REPORT	View image in PDF format
02/20/2006 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

**SUBMITTED
RECERTIFICATION
REPORT**

Bellin Pratt & Fuentes Architects, LLC

Marshall R. Bellin, Architect • Glenn H. Pratt, Architect • David A. Fuentes, Architect

AA 26000863

May 10, 2019

Mr. Manuel Z. Lopez, P.E., Building Official
Building and Zoning Department
City of Coral Gables, City Hall
405 Biltmore Way, Coral Gables, Florida 33134

Re: 152 Miracle Mile Recertification,
Folio # 03-4117-005-0480

Dear Mr. Lopez,

In accordance with your letter to McBride Family Ltd. Partnership, owner of the above referenced property, I have been asked to inspect, prepare and submit a written report for the recertification of the above referenced structure as per the requirements of Dade County Ordinance #01-112, Section 7-10-01.

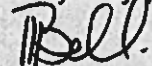
Pursuant to the General Considerations for the Notice of Required Inspection report; I elected to use the Minimum Inspection Procedural Guidelines for Building Recertification due to the apparent good condition of the structure. Good visual accessibility and the apparent good condition of the structure did not warrant the need for invasive manual examinations or testing procedures.

Attached for your review is my signed and sealed report as required by and identified in the Notice of Required Inspection for the recertification of this building. I have visually inspected the building and personally viewed a sufficient number of typical structural members that I may reasonably conclude that the above referenced building is sound and structurally safe. There are a few areas in which minor repairs should be done. There are a number of roof leaks which should be repaired and damaged drop ceiling tiles replaced. From the second floor there is a wood stair that leads to the roof of the first floor below on the south side of the building that should be replaced. Provide emergency lighting for first floor retail space

Also attached for your review is the Electrical Engineer's signed and sealed report as required by and identified in the Notice of Required Inspection for the electrical recertification. The electrical inspection was done by Mr. David Guirola of Guirola & Associates, P.A., Engineering Consultants - CA#09112.

As a matter of routine, and in order to avoid any possible future misunderstandings, nothing in this letter or the attached reports should be construed, directly or indirectly, as a guarantee for any portion of the structure. To the best of my knowledge and ability, this report represents an accurate appraisal of the present condition of the building, based upon careful evaluation of observed conditions, to such extent as is reasonably possible.

Very truly yours,



Marshall Bellin, Architect



5-22-19


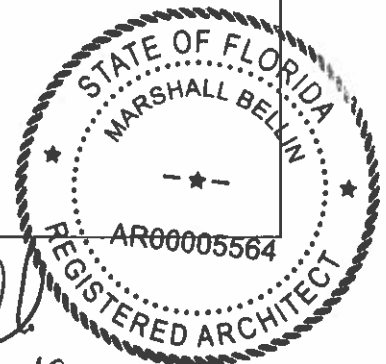
285 Sevilla Avenue • Coral Gables • Florida • U.S.A • 33134-6613

(305) 447-1927/443-0009 office • (305) 443-5986 fax • Marshall's cell (305) 274-6000 • Glenn's cell (305) 491-4288
Marshall Bellin E-Mail: marshall@bellinandpratt.com • Glenn H. Pratt E-Mail: glenn@bellinandpratt.com

**MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR
BUILDING'S STRUCTURAL RECERTIFICATION****INSPECTION COMMENCED**Date: May 7, 2019INSPECTION MADE BY: Marshall Bellin, ArchitectSIGNATURE: **INSPECTION COMPLETED**Date: May 10, 2019PRINT NAME: Marshall Bellin, Architect RA#5564TITLE: Architect, Bellin & Pratt Architects, LLCADDRESS: 285 Sevilla Ave. / 2nd Floor
Coral Gables, FL 33134**1. DESCRIPTION OF STRUCTURE**

- | | |
|----|--|
| a. | Name of Title: McBride Family Ltd. Partnership |
| b. | Street Address: 152 Miracle Mile, , Coral Gables, Florida |
| c. | Legal Description: |
| d. | Owners Name: McBride Family Ltd. Partnership |
| e. | Owners Mailing Address: 2069 W. 3rd Street, Cleveland, Oh. 44113 |
| f. | Folio Number of Building: 03-4117-005-0480 |
| g. | Building Code Occupancy Classification: Commercial ("C") - Retail |
| h. | Present Use: Book Store |
| i. | General Description, Type of Construction, Size, Number of Stories, and Special Features |

Additional Comment:

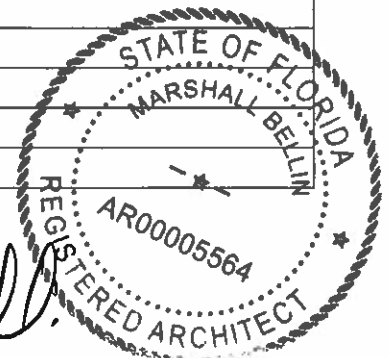
**Reinforced concrete column & beam construction.
2 story retail space of approximately 35,000 sq. ft.**
5-22-19

2. PRESENT CONDITION OF STRUCTURE

a. General alignment (good, fair, poor – explain if significant)
1. Bulging Good / none observed
2. Settlement Good / none observed
3. Deflections Good / none observed
4. Expansion Good / none observed
5. Contraction Good / none observed
b. Portion showing distress (Note beams, columns, structural walls, floors, roofs, other)
None observed
c. Surface conditions – describe general conditions of finish, note cracking, spalling, peeling, signs of moisture penetration & stains.
Good / none observed
d. Cracks – note location in significant members. Identify crack size as HAIRLINE if barely discernable; FINE if less than 1 mm in width; MEDIUM if between 1 and 2 mm in width; WIDE if over 2 mm.
None observed
e. General extent of deterioration – cracking or spalling of concrete or masonry; oxidation of metals; rot or borer attack in wood.
Good / none observed
f. Previous patching or repairs.
Various areas show some stucco patching
g. Nature of present loading indicate residential, commercial, other estimate magnitude.
Commercial - Retail

3. INSPECTIONS

a. Date of notice of required inspection
February 11, 2019
b. Date(s) of actual inspection
May 7 and May 8, 2019
c. Name and qualification of individual submitting inspection report:
Marshall Bellin, Architect (AR-0005564)
d. Description of any laboratory or other formal testing, if required, rather than manual or visual procedures
None required / visual inspection
e. Structural repair note appropriate line:
1. None required (X)
2. Required (describe and indicate acceptance)



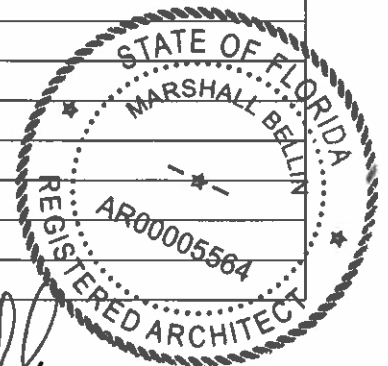
4. SUPPORTING DATA

a. <u>N/A</u>	sheet written data
b. <u>N/A</u>	photographs
c. <u>N/A</u>	drawings or sketches:

5. MASONRY BEARING WALL – Indicate good, fair, poor on appropriate lines:

a. Concrete masonry units	GOOD
b. Clay tile or terra cotta units	N/A
c. Reinforced concrete tie columns	GOOD
d. Reinforced concrete tie beams	GOOD
e. Lintel	GOOD
f. Other type bond beams	N/A
g. Masonry finishes – exterior	
1. Stucco	GOOD
2. Veneer	N/A
3. Paint only	FAIR
4. Other(describe)	N/A
h. Masonry finishes – interior	N/A
1. Vapor barrier	Unknown
2. Furring and plaster	GOOD
3. Paneling	N/A
4. Paint only	GOOD TO FAIR
5. Other (describe)	
i. Cracks:	
1. Location - note beams, columns, other	NONE OBSERVED
2. Description	
j. Spalling:	
1. Location - note beams, columns, other	NONE OBSERVED
2. Description	
k. Rebar corrosion-check appropriate line:	
1. None visible	NONE OBSERVED
2. Minor-patching will suffice	
3. Significant-but patching will suffice	
4. Significant-structural repairs required	
l. Samples chipped out for examination in spall areas:	
1. No.	(X)
2. Yes - describe color texture, aggregate, general quality	

Handwritten: 5-22-19



6. FLOOR AND ROOF SYSTEM

a. Roof:

1. Describe (flat, slope, type roofing, type roof deck, condition.)

**Flat roof , sloped to interior drains, concrete roof deck with built-up-roof in fair condition
There are a few roof leaks that need to be addressed.**

2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of support:

A/C equipment in fair shape and supports are in fair shape

3. Note types of drains and scupper and condition Cooling towers, air condition

Mostly interior drains with a few overflow scuppers. Fair shape

b. Floor system(s)

1. Describe (type of system framing, material, spans, condition)

Ground floor - concrete slab on grade, good condition. Second floor slab, concrete with concrete beams and concrete and steel columns in good condition

c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members.

Second floor concrete slab and beams are exposed

7. STEEL FRAMING SYSTEM

a. Description

Steel columns

b. Exposed Steel - describe condition of paint & degree of corrosion:

Exposed steel in good shape, paint is fair with minor corrosion

c. Concrete or other fireproofing – note any cracking or spalling, and note where any covering was removed for inspection.

No covering removed

d. Elevator sheave beams & connections, and machine floor beams – note condition:

Fair

8. CONCRETE FRAMING SYSTEM

a. Full description of structural system

Reinforced concrete slab, columns & beams and concrete block infill

b. Cracking

1. Not significant (x)

2. Location and description of members affected and type cracking

c. General condition

d. Rebar corrosion - check appropriate line:

1. Non visible (x)

2. Location and description of members affected and type cracking

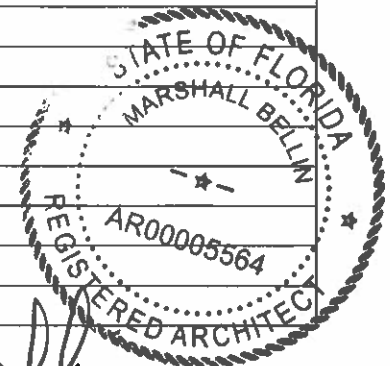
3. Significant but patching will suffice

4. Significant - structural repairs required (describe)

e. Samples chipped out in spall areas:

1. No. (x)

2. Yes, describe color, texture, aggregate. general quality:



Marshall Bell
5-22-19

9. WINDOWS

a. Type (Wood, steel, aluminum, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other)

Store front North side, good condition

b. Anchorage – type & condition of fasteners and latches:

Screw in good condition

c. Sealant – type of condition of perimeter sealant & at mullions:

Neoprene gasket in good condition

d. Interiors seals – type & condition at operable vents:

N/A

e. General condition:

Good condition

10. WOOD FRAMING

a. Type – fully describe if mill construction, light construction, major spans, trusses:

No Wood

b. Note metal fitting i.e., angles, plates, bolts, split pintles, pintles, other, and note condition:

c. Joints – note if well fitted and still closed:

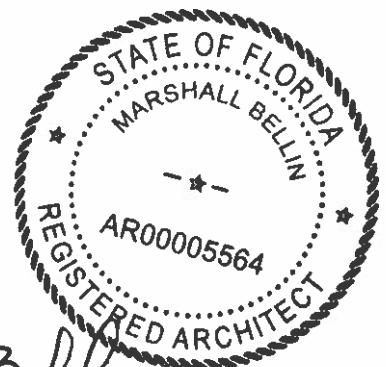
d. Drainage – note accumulations of moisture:

e. Ventilation –note any concealed spaces not ventilated:

f. Note any concealed spaces opened for inspection:

GENERAL NOTES:

Wood stairs from 2nd floor down to 1st floor roof deck should be replaced



MBell
5-22-19

CERTIFICATION OF COMPLIANCE WITH PARKING LOT GUARDRAILS
REQUIREMENTS
IN CHAPTER 8C OF THE CODE OF MIAMI-DADE COUNTY

DATE: 0 MAY-24, 2019

Re: Case No. _____ FYear _____
Property Address: 152 MIRACLE MILE Bldg. No. 35,000 Sq. Ft.: _____
Building Description: RETAIL - BOOK STORE

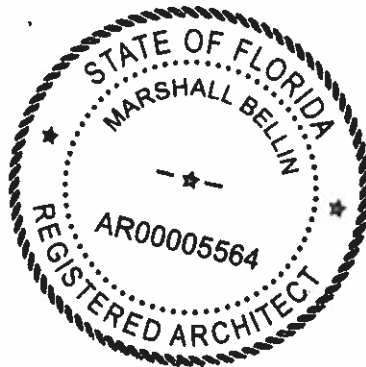
The undersigned states the following:

I am a Florida registered professional engineer or architect with an active license. On MAY 9, 2019, I inspected the parking lots servicing the above referenced building for compliance with Section 8C-6 and determined the following (check only one):

☒ The parking lot(s) is not adjacent to or abutting a canal, lake or other body of water.

☐ ~~The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles are protected by a guardrail that complies with Section 8C-6 of the Miami-Dade County Code.~~

☐ ~~The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles are not protected by a guardrail that complies with Section 8C-6 of the Miami-Dade County Code. I have advised the property owner that he/she must obtain a permit for the installation of the guardrail and obtain all required inspection approvals to avoid enforcement action.~~



MBellin

Signature and Seal
of Architect or Engineer

MARSHALL BELLIN
(Print Name)

**CERTIFICATION OF COMPLIANCE WITH PARKING LOT ILLUMINATION
STANDARDS IN CHAPTER 8C-3 OF THE CODE OF MIAMI-DADE COUNTY**

DATE: 5-28-19

Case No. FYear _____

Property Address: 152 MIRACLE MILE, Bldg. No.: _____, Sq. Ft.: 35,000

Folio Number: 03-417-005-0480

Building Description: 2 STORY RETAIL BOOK STORE

1. I am a Florida registered professional engineer or architect with an active license.
2. On MAY, 28, 2019, at 10.00 AM/PM, I measured the level of illumination in the parking lot(s) serving the above referenced building.
3. Maximum _____ foot candle
Minimum _____ foot candle N/A
Maximum to Minimum Ratio _____:_____, foot candle
4. The level of illumination provided in the parking lot ☒ meets ☐ does not meet the minimum standards for the occupancy classification of the building as established in Section 8C-3 of the Code of Miami-Dade County. N/A

MBell

Signature and Seal of Professional
Engineer or Architect

MARSHALL BELLIN

Print Name





MIAMI-DADE COUNTY, FLORIDA

BUILDING DEPARTMENT

**MINIMUM INSPECTION PROCEDURAL GUIDELINES
FOR BUILDING'S ELECTRICAL RECERTIFICATION**

INSPECTION COMMENCED

Date: 5/9/2019

INSPECTION MADE BY: David Guirola

SIGNATURE: _____

INSPECTION COMPLETED

Date: 5/10/2019

PRINT NAME: David Guirola

TITLE: Engineering Consultant

ADDRESS:

**GUIROLA & ASSOCIATES, P. A.
CONSULTING ENGINEERS - CA #09112
1150 NW 72nd Ave, Suite 451, Miami FL 33126
Tel (305) 513 9665 Email:GUIRO5@AOL.com**

5/22/19

DESCRIPTION OF STRUCTURE

- a. Name of Title: McBride Family Ltd. Partnership
- b. Street Address: 152 Miracle Mile, Coral Gables, Florida
- c. Legal Description:
- d. Owners Name: McBride Family Ltd. Partnership
- e. Owners Mailing Address: 2069 W. 3rd Street, Cleveland, Oh. 44113
- f. Folio Number of Building: 03-4117-005-0480
- g. Building Code Occupancy Classification: Commercial ("C") - Retail
- h. Present Use: Book Store
- i. General Description, Type of Construction, Size, Number of Stories, and Special Features

Additional Comment:

Reinforced concrete column & Beam construction.

2 Story retail space of +/- 35,000 sqf

As a routine Matter, in order to avoid possible misunderstanding, nothing in this report should Be construed directly or indirectly as a guarantee for any portion of the electrical system. To The best of my knowledge and ability, this report represent an accurate appraisal of the Present conditions of the building based upon visual observation and evaluation of observed Conditions, to the extent reasonably possible.

1. ELECTRIC SERVICE

4. Comments:

2. METER AND ELECTRIC ROOM

2. Comments:

3. GUTTERS

2. Taps and Fill: Good (X) Requires Repair ()

3. Comments:



4. ELECTRICAL PANELS

1.- Panel # (AC) Location: Main Electrical room

277/480 volts, 600 amps

Good: (X)

Needs Repair ()

2.- Panel # (SE) Location: Main Electrical room

120/208 volts, MB 600 amps from 225 kva transformer

Good: (X)

Needs Repair ()

3.- Panel # (SB) Location: Main Electrical room

Need Panel Name, 120/208 volts

Good: ()

Needs Repair (X)

4.- Panel # (D) Location: Main Electrical room

120/208 volts

Good: (X)

Needs Repair ()

5.- Panel # (C) Location: Main Electrical room

Need Panel Name

Good: ()

Needs Repair (X)

5.- Panel # (B) Location: Main Electrical room

277/480 volts

Good: (X)

Needs Repair ()

5.- Panel # (F) Location: Main Electrical room

Need panel Schedule, 120/208 volts

Good: ()

Needs Repair (X)

6. Comments:



5. BRANCH CIRCUITS

1. Identified: Yes (X) Must be identified ()

2. Conductors: Good (X) Deteriorated () Must be replaced ()

3. Comments:

6. GROUNDING OF SERVICE

Condition: Good (X) Repairs Required ()

Comments:

7. GROUNDING OF EQUIPMENT

Condition: Good (X) Repairs Required ()

Comments:



8. SERVICE CONDUITS/RACEWAYS

Condition: Good (X) Repairs Required ()

Good (X)

Repairs Required ()

Comments:

9. SERVICE CONDUCTORS AND CABLES

Condition: Good (X) Repairs Required ()

Good (X)

Repairs Required ()

[illegible]

10. TYPE OF WIRING METHODS

Condition:

Conduit Raceways: Good (X) Repairs Required ()

Good (X)

Repairs Required ()

Conduit PVC: Good () Repairs Required ()

Good ()

Repairs Required ()

NM Cable: Good () Repairs Required ()

Good ()

Repairs Required ()

BX Cable: Good () Repairs Required ()

Good ()

Repairs Required ()

Comments:



11. FEEDER CONDUCTORS

Condition: Good (X) Repairs Required ()

Comments:

12. EMERGENCY LIGHTING

Condition: Good () Repairs Required (X)

Comments:

Existing Battery Backup light need battery replacement
Ground floor do not have battery backup in Library public areas

13. BUILDING EGRESS ILLUMINATION

Condition: Good () Repairs Required (X)

Comments:

Building Egress Illumination Outside of the building are OK but inside of the building library public areas
Do not have any battery back up illumination in the path of the egress when building lost the power

14. FIRE ALARM SYSTEM

Condition: Good (X) Repairs Required ()

Comments:

Building full sprinkler



15. SMOKE DETECTORS

Condition: Good (X) Repairs Required ()

Comments:

16. EXIT LIGHTS

Condition: Good () Repairs Required (X)

Comments:

Need Battery replacement

17. EMERGENCY GENERATOR

Condition: N/A Good () Repairs Required ()

Comments:

18. WIRING IN OPEN OR UNDER COVER PARKING GARAGE AREAS

Condition: N/A Good () Repairs Required ()

Comments:



19. OPEN OR UNDERCOVER SURFACE AND SECURITY LIGHTING

Condition: Good (X) Illumination Required ()

Comments:

20. SWIMMING POOL WIRING

Condition: N/A Good () Repairs Required ()

Comments:

21. WIRING OF MECHANICAL EQUIPMENT

Condition: Good (X) Repairs Required ()

Comments:





City of Coral Gables
Development Services



RC-19-05-5820

152 MIRACLE MILE #

Folio #: 03-4117-005-0480

Permit Description: BUILDING

RECERTIFICATION (1939)

EL 1905584
ME _____
PL _____

OFFICE SET

Section	Approved	
	By	Date
<input checked="" type="checkbox"/> BUILDING	<i>UJ</i>	5/28/19
<input type="checkbox"/> CONCURRENCY		
<input checked="" type="checkbox"/> ELECTRICAL		
<input type="checkbox"/> FEMA		
<input type="checkbox"/> FIRE		
<input type="checkbox"/> HANDICAP		
<input type="checkbox"/> HISTORICAL		
<input type="checkbox"/> LANDSCAPE		
<input type="checkbox"/> MECHANICAL		
<input type="checkbox"/> PLUMBING		
<input type="checkbox"/> PUBLIC WORKS		
<input type="checkbox"/> STRUCTURAL		
<input type="checkbox"/> ZONING		
<input type="checkbox"/>		
<input type="checkbox"/> OWNER BUILDER		

R

Subject to compliance with all Federal, State, County and City rules and regulations. City assumes no responsibility for accuracy of or results from these plans.

THIS COPY OF PLANS MUST BE AVAILABLE ON BUILDING SITE OR AN INSPECTION WILL NOT BE MADE.

APPROVAL OF THIS SET OF PLANS DOES NOT CONSTITUTE APPROVAL OF ANY STRUCTURE OR CONDITION NOT IN COMPLIANCE WITH ANY APPLICABLE CODES

Special Inspector required for the following:

- ☐ Special Inspector for PILING
- ☐ Special Inspector for REINFORCED MASONRY
- ☐ Special Inspector for _____

RC-19-05-5820

RC-19-05-5820

