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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(M)(2)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: March 5, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution supporting Confidential Project No. 13-00256 for a State of Florida Brownfield Redevelopment Bonus Tax Refund pursuant to Florida Statute § 288.107 while opting out of the local match and further providing for an effective date
Resolution No. R-169-13

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Chairwoman Rebeca Sosa.

R. A. Cuevas, Jr.
County Attorney

RAC/smm

Memorandum

Date: March 5, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
County Mayor

Subject: Resolution in Support of Confidential Project 13-00256 for a State of Florida Brownfield Redevelopment Bonus Tax Refund

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Recommendation

It is recommended that the Board of County Commissioners (Board) support the approval of Confidential Project 13-00256 for a State of Florida (State) Brownfield Redevelopment Bonus Tax Refund and request that the State waive the required County match. Because the State requires that the locality provide financial support, the County must request a waiver to opt out of the 20 percent match requirement.

Scope

The business operations of this project will create 120 new jobs that will primarily impact District 6. However, the construction of this project will also have a positive countywide impact due to direct and indirect employment and capital investment.

Fiscal Impact / Funding Source

Approval of this Brownfield Redevelopment Bonus Tax Refund will not create a negative fiscal impact to the County. Through this program, the business is eligible to receive up to $2,500 for each job created and the State will pay 80 percent (or $2,000) for each job created or up to $240,000 for the estimated 120 jobs to be created. The County opts out of its 20 percent match in the Brownfield Redevelopment Bonus Tax Refund Program because it can support businesses through other incentive programs, such as the Qualified Targeted Industry (QTI) and the Targeted Jobs Incentive Fund (TJIF) programs. Unfortunately, this particular project is not eligible for a QTI or a TJIF incentive, as retail is not a targeted industry under either of these two programs. However, under Florida Statute 288.107 the business is eligible for the Brownfield Redevelopment Bonus Tax Refund incentive providing that certain criteria are met, as specified in the statute and fully defined later in this memorandum.

Track Record/Monitor

This new facility will be an expansion of the company's discount membership warehouse club in Miami-Dade County. The company currently has over 90,000 employees in the State of Florida. The State will pay the incentive and verify that all conditions have been met.

Background

The State of Florida created the Brownfield Redevelopment Bonus Tax Refund Program as codified in Section 288.107 of the Florida Statutes. The Brownfield Redevelopment Bonus is available to encourage redevelopment and job creation within designated brownfield areas. Pre-approved applicants receive tax refunds of up to $2,500 for each new job created. The amount of the refund is equal to 20 percent of the average annual wage of the new jobs created. While a minimum wage salary could be as low as $20,000, the company has stated in its application that the average wage for its new jobs will be $21,820. Refunds are based on taxes paid by the business, including corporate income, sales, ad valorem, intangible personal property, insurance premiums, and certain other taxes. No more than 25 percent of the total refund approved may be paid in any single fiscal year. Under Florida Statute 288.107 Confidential Project 13-00256 is eligible to apply for the Brownfield Bonus to help offset cost spent to date to investigate and address legacy environmental issues associated with the property and their potential impact on redevelopment. Such legacy environmental issues include widespread contamination in soil and groundwater documented at the subject property over the past 40 years first originated in 1968 with the commencement of lumber treatment operations by the former Miami Wood Treating Company and continued until approximately 1981. Widespread soil and groundwater contamination remains at the property and will have to be carefully and properly addressed by Confidential Employer

during site development activities and as part of the maintenance of its leasehold for the duration of the lease, with all such activities implemented at a great cost and great risk and in strict compliance with the Cleanup Agreement Document that Confidential Employer's landlord executed with the Florida Department of Environmental Protection and the Consent Agreement that the landlord executed with the Miami-Dade County Regulatory and Economic Resources Department. Both documents can be found as Exhibits to the General Project Overview.

As provided in Florida Statutes 288.107(3) (a)-(e) the criteria for participation in the program are, in relevant part:

1) Create at least ten new Florida full-time jobs with benefits, excluding construction and site remediation jobs. Confidential Project 13-00256 is projecting the creation of 120 new jobs.
2) Be a business that can demonstrate a fixed capital investment of at least $2 million in mixed-use business (including multi-unit housing, commercial, retail, and industrial) activity located in a brownfield area. Confidential Project 13-00256 is investing approximately $5.3 million.
3) Demonstrate that the project will diversify and strengthen the economy of the area surrounding the site. Confidential Project 13-00256 will invest towards the cleanup and redevelopment of the site and is projected to diversify the economy by bringing in new retail and commercial development. As a result, the area's tax revenues will increase.
4) Demonstrate that the project will promote capital investments in the area beyond that contemplated for the rehabilitation of the site. This is criterion is expected to be achieved due to the significant investment and scope of the project.
5) Provide a local government resolution supporting the project with a local match, or in the alternative, a resolution supporting the project, but opting out of the match. This item, if approved, will meet this criterion.

This project involves the construction of a new 100,000 square foot discount membership warehouse club which will provide a wide variety of grocery, household items, electronics, office supplies, and seasonal items to consumers. The details of this project are listed below:

APPLICANT:	Confidential Project 13-00256
LOCATION:	Confidential
COMMISSION DISTRICT:	District 6
DATE OF APPLICATION:	November 30, 2012
OVERALL BUSINESS ACTIVITY/MISSION:	To construct and operate a 100,000 sq. ft. discount membership warehouse club
PROPOSED LOCAL BUSINESS ACTIVITY:	National retail discount membership club chain
PROPOSED CAPITAL INVESTMENT:	$5.3 million
TARGETED INDUSTRY:	Retail
PROPOSED LOCATION IN.DESIGNATED PRIORITY AREA?	Yes, Brownfield
NEW OR EXPANDING BUSINESS?	Expanding
NUMBER OF DIRECT JOBS TO BE CREATED/RETAINED:	120
COMMENTS:	Project information provided by The Goldstein Environmental Law Firm, P.A.

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: March 5, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(M)(2)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
✓	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(2)
3-5-13

RESOLUTION NO. R-169-13

RESOLUTION SUPPORTING CONFIDENTIAL PROJECT NO. 13-00256 FOR A STATE OF FLORIDA BROWNFIELD REDEVELOPMENT BONUS TAX REFUND PURSUANT TO FLORIDA STATUTE § 288.107 WHILE OPTING OUT OF THE LOCAL MATCH AND FURTHER PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, the business under consideration is a discount membership warehouse club; and

WHEREAS, CONFIDENTIAL PROJECT No. 13-00256 is located in Southwest Miami-Dade County; and

WHEREAS, CONFIDENTIAL PROJECT No. 13-00256 is an expanding business with discount membership warehouse club stores throughout Miami-Dade County, and this project will invest $5.3 million in capital improvements; and

WHEREAS, this project will hire 120 residents with annualized wages of $21,820.00 from the local area for its discount membership warehouse club store operations; and

WHEREAS, participation in the local financial support is optional and understood; and

WHEREAS, the Board of County Commissioners of Miami-Dade County requests a waiver from the local financial support requirement authorized under the Brownfield Redevelopment Bonus Tax Refund Program pursuant to Florida Statute § 288.106, and will exercise that option,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board supports Confidential Project No. 13-00256 for the State of Florida Brownfield Redevelopment Bonus Refund pursuant to Florida Statutes § 288.107.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**aye**
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**absent**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of March, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: *Christopher Agrippa*
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Shannon D. Summerset-Williams

GENERAL PROJECT OVERVIEW

Confidential Employer 13-00256
Name of Business

Future
Project Title or Code Name (1-5 word description)

FOR EFI USE ONLY

Date Received	Date Revised	Date Completed

EFI Project Number

Contact Enterprise Florida to discuss your project and application **before** submitting a formal proposal. The completed and signed application must be filed with:

The Atrium Building, Suite 201 • 325 John Knox Road
Tallahassee, Florida 32303
Phone: 850.298.6620 • Fax: 850.298.6659
http://www.eflorida.com/

1. BUSINESS INFORMATION

A. Legal Name of Applicant: Confidential Employer
This should be the entity that will be party to the QTI agreement with the State of Florida. If multiple affiliates are involved in job creation and/or paying taxes, include an attachment listing affiliate name(s), Federal Employer Identification Number(s), Unemployment Compensation Number(s) and relationship to applicant.

B. Mailing Address: Confidential
Street Address

City *State* *Zip Code*

C. Name of Parent Company: N/A

D. Primary Business Unit Contact: Michael R. Goldstein for Confidential Employer
Title:
Mailing Address: 1 SE 3rd Avenue
Street Address

Miami FL 33131
City *State* *Zip Code*

Telephone: (305) 777-1682 **Fax:**
Email: mgoldstein@goldsteinenvlaw.com **Website:**

E. Business Unit's Federal Employer Identification Number:
(Please complete either the substitute W-9 Form at the end of this application or attach a completed IRS Form W-9.)

Confidential

F. Business Unit's Unemployment Compensation Number[1]:

Confidential

G. Business Unit's Florida Sales Tax Registration Number:

Confidential Employer will apply for a location specific sales tax registration number.

H. Will the business unit or its parent company have Federal Corporate Income Tax liability attributable to this project?

Yes ☒ No ☐

If yes, will there also be State Corporate Income Tax Liability attributable to this project? Yes ☒ No ☐

I. Is the business unit minority owned?

Yes ☐ No x If yes, explain:

J. What is the business unit's tax year (ex: Jan 1 to Dec 31)**:** February 1 – January 31

K. Has this business unit, or any related entities, applied for and/or been approved for State incentives in the past?

[1] If multiple unemployment compensation reporting units or multiple worksites are involved, contact Enterprise Florida to discuss this structure or include an attachment listing the additional units and their relationship to the applicant. Business entities not disclosed here may not be party to or count toward the requirements of the contract with the State of Florida.

Yes x No ☐ If yes, explain: The company receives a credit for contributions to non-profit scholarship funding organizations (Step Up for Students)

2. PROJECT OVERVIEW

A. Which of the following best describes this business unit[2]:

☐ New business unit to Florida

x Existing Florida business creating and / or retaining jobs[3]

Confidential Employer is an existing Florida business unit. The new store in Miami-Dade County will be an expansion of said business.

If an expansion, how many jobs are currently in the expanding business unit?

B. How many individuals are employed at all Florida locations? As of November 20, 2012: 3,557

C. Are any jobs being transferred from other Florida locations[4]?

Yes ☐ No X If yes, how many jobs and from where? _____

Why are these jobs moving and why is it justified in light of the statutory language governing the applicable incentive program(s)?

_____

D. Give a full description of this project, including a company overview, the primary activities / functions of this business unit and project, and the reasons for contemplating an expansion in / relocation to Florida:

Confidential Employer intends to build a 100,000 square foot discount membership warehouse club for the sale of food, groceries, including without limitation perishables and frozen food, electronics, office supplies, home furniture and furnishings, seasonal items, toys, health. The company believes that the location provides excellent business opportunities in terms of trade market size and type, ease of egress and ingress, access to workforce, transit options, and municipal services.

E. In what Targeted Industry(ies) does the proposed project operate?[5]: Not in a Target Industry

F. Break down the project's primary function(s) and the corresponding wages:

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[2] Must be a separate business unit or reporting unit of a business unit that is or will be registered with the State of Florida for unemployment compensation purposes.

[3] A QTI Tax Refund award cannot be granted for existing Florida jobs.

[4] Incentives may not be used in connection with a project that involves the relocation of jobs from one Florida community to another except in certain circumstances as described in statute.

[5] Refer to the QTI Target Industry list.

Business Unit Activities	5 Digit NAICS Code(s)	Project Function (total = 100%)	Annualized Wage ($)
Warehouse Clubs	45291	100%	$21,820.00
		%	$
		%	$

G. What is the project's proposed location address:

7090 Coral Way
Street Address

Miami-Dade County | FL | 33155
City | *State* | *Zip Code*

What is the project's current location address (if different):

Street Address

City | *State* | *Zip Code*

H. Is the project location within a current or proposed Brownfield site / area?

Yes X No ☐ Designation request submitted to Miami-Dade County on October 29, 2012, and expected to be approved by Miami-Dade County Commission no later than end of January 2013

Is the project location in an Enterprise Zone?

Yes ☐ No X If yes, which zone? _____

Is the project location in a designated Rural area?

Yes ☐ No X If yes, which Rural area? _____

Is the project location in an Urban area[6]?

Yes ☐ No X If yes, describe? _____

I. Which of the following describes the applicant's operations (select all that apply):

X Multi-state business enterprise
☐ Multinational business enterprise
X Florida business enterprise (eligible for Brownfield Redevelopment Bonus Incentive only)

J. Which of the following describes this business unit (select all that apply):

☐ Regional headquarters office
☐ National headquarters office
☐ International headquarters office
X This is not a dedicated headquarters office

K. What is the estimated percentage of gross receipts or final sales resulting from this project that will be made outside of Florida (if sales is not a reasonable measure, use another basis for measure and provide explanation below):

0% Explain, if necessary: _____

3. JOB AND WAGE OVERVIEW

A. How many Florida jobs[7] are expected to be created as part of this project? 120

[6] An Urban area may include a Community Redevelopment Area (CRA), Urban Job Tax Credit eligible area, Urban Enterprise Zone, Federal Empowerment Zone, an Urban revitalization area, etc.
[7] A "full time equivalent job" means at least 35 hours of paid work per week.

B. If an existing business unit, how many Florida jobs are expected to be retained as part of this project? (jobs in jeopardy of leaving Florida should only be included here; these jobs are not eligible for QTI) None

C. What is the anticipated annualized average wage (excluding benefits) of the new to Florida jobs created as part of this project? (Cash payments to the employees such as performance bonuses and overtime should be included. The wage reported here is only an estimate of the average wage to be paid and will not be used in the certification, agreement, and claim evaluation process.) $21,820.00

D. What is the annualized average value of benefits associated with each new job created as part of this project? $5,209.00

E. What benefits are included in this value? (health insurance, 401(k) contributions, vacation and sick leave, etc.)

401(k) matching contributions, health and dental coverage, vacation, sick-leave, tuition reimbursement

4. CAPITAL INVESTMENT OVERVIEW

A. Describe the capital investment in real and personal property (Examples: construction of new facility; remodeling of facility; upgrading, replacing, or buying new equipment.):

The company will be spending approximately $5,371,000.00 on fixtures and equipment, including display fixtures, food preparation equipment, furniture, telephone and computer equipment, signage (interior and exterior), point-of-sale equipment, walk in coolers and freezers, refrigerated cases, refrigeration systems, material loading equipment (fork lifts), gas station equipment and installation. In addition, over the first two years of the initial term of the lease, development of the Applicant's project will have spurred $12.03 million in construction related soft and hard costs.

B. Will this facility be:

- [X] Leased space with renovations or build out
- [ ] Land purchase and construction of a new building
- [ ] Purchase of existing building(s) with renovations
- [ ] Addition to existing building(s) (already owned)
- [ ] Other (please describe in 4A above)

C. List the anticipated amount and type of major capital investment to be made by the applicant in connection with this project:

Calendar Year :	2012	2013	2014	2015	2106	Total
Land or Building Purchase	$	$	$	$	$	$
Construction / Renovations	$	$661,770.00	$499,230.00	$	$	$1,161,000.00
Manufacturing Equipment	$	$	$	$	$	$
R&D Equipment	$	$	$	$	$	$
Other Equipment (computer equipment, office furniture, etc.)		$2,399,700.00	$1,810,300.00	$	$	$4,210,000.00
Total Capital Investment	$	$3,061,470.00	$2,309,530.00	$	$	$5,371,000.00

D. What is the estimated cost of machinery and equipment or other resources for this project expected to be purchased outside of Florida? $2,552,500.00

E. Describe the type(s) of machinery and / or other resources to be purchased outside of Florida.

Display fixtures, food preparation equipment, furniture, telephone and computer equipment, signage (interior and exterior), point-of-sale equipment, walk in coolers and freezers, refrigerated cases, refrigeration systems, material loading equipment (fork lifts), and gas station equipment.

F. What is the estimated square footage of the new or expanded facility? 100,000 sq. ft.

G. When is the final location decision anticipated (date)**?** October 2013

H. What is the anticipated date construction will begin? March 2013

I. What is the anticipated date operations will commence? December 2013

5. COMPETITIVE LANDSCAPE

A. What role will the incentive(s) play in the business unit's decision to locate, expand, or remain in Florida?

Widespread contamination in soil and groundwater documented at the subject property over the past 40 years first originated in 1968 with the commencement of lumber treatment operations by the former Miami Wood Treating Company and continued until approximately 1981. The lumber treating process, which was designed to repel termites and to preserve durability, involved inserting wood into pressure-treating tanks where it was then immersed in a chemical solution of chromated copper arsenate ("CCA") and creosote. (CCA contains a number of heavy metals and other chemicals strictly regulated under Chapter 62-777 of the Florida Administrative Code and Chapter 24 of the Code of Metropolitan Dade County, including copper, chromium, and arsenic. Creosote also contains a class of chemicals, polynuclear aromatic hydrocarbons, strictly regulated under Chapter 62-777 of the Florida Administrative Code and Chapter 24 of the Code of Metropolitan Dade County.) The treated wood was subsequently moved to open drying areas while still wet and saturated with CCA where excess solution would drip onto the bare earth and leach into the groundwater. This process led to massive releases of chemicals and widespread contamination throughout the property. Although a significant soil and groundwater remediation effort was implemented over an 8 year period between 1992 and 2000, the amount of funding available for cleanup was limited and, accordingly, remediation activities were never completed. Widespread soil and groundwater contamination remains at the property and will have to be carefully and properly addressed by Confidential Employer during site development activities and as part of the maintenance of its leasehold for the duration of the lease, with all such activities implemented at a great cost and great risk and in strict compliance with the Cleanup Agreement Document that Confidential Employer's landlord executed with the Florida Department of Environmental Protection and the Consent Agreement that the landlord executed with the Miami-Dade County Regulatory and Economic Resources Department. Both documents can be found as Exhibits to this General Project Overview. These aforementioned costs and risks that Confidential Employer will definitely incur at the

subject property if it elects to finalize its decision to move forward with the project wouldn't be present at a greenfield development site and, accordingly, create significant business pressure on Confidential Employer to choose the less risky and less expensive option (i.e., the greenfield site). Accordingly, the Brownfield Redevelopment Bonus Refund incentive stands to play the most material role in Confidential Employer still pending decision to locate its new business unit at the subject property by providing a proportionate but key subsidy to mitigate the company's financial exposure and place the subject property on the same competitive level as a greenfield site (which might be outside the State of Florida). In the sense, the availability of the Brownfield Redevelopment Bonus Tax Refund also plays a material role in the company's still pending decision to create at least 120 Full Time Equivalent positions at this location. Based on outside counsel's review and analysis of the eligibility criteria and the anticipated passage of a local government resolution endorsing the incentive prior to commencement of operations, Confidential Employer is able to include the funding from the incentive as part of its business plan for the Business Unit, absorb the potential risk of exposure to liability and to unbudgeted expenses, and continue moving forward. The money from the incentive will also offset current and future consulting, construction, engineering, and legal costs associated with properly evaluating, responding to, and managing environmental regulatory issues associated with on-site and adjacent contamination conditions caused by over three decades of wood processing operations at the subject property.

B. How will the incentive dollars be used by the business?

The crucial incentive dollars will in part be allocated to offset current and, if any, future consulting, construction, technical, engineering, and legal costs associated with properly evaluating, responding to, and managing environmental risk issues associated with on-site and adjacent contamination conditions.

C. What other cities, states, or countries are being considered for this project?

Confidential Employer has invested considerable time and money in investigating suitable sites for its next location and, should this site not prove suitable due to any number of reasons, including, specifically, environmental, before the location decision is finalized, the company can allocate project funds for the Miami-Dade County project elsewhere in Florida and/or in a number of confidential locations across the United States.

D. What advantages or incentives offered by these locations do you consider important in your decision?

When evaluating a development site impacted by contamination, it is critical to have access to brownfield-related incentives to help underwrite the out-of-the-ordinary, unanticipated, and unbudgeted costs associated with properly responding to and managing any corresponding regulatory obligations. But for the availability of such incentives with respect to sites that are impacted by actual or perceived contamination, development here and at sites like this one could likely economically unfeasible - and avoided by the company- resulting in a loss of capital investment and job creation for the host community.

E. What advantages or disadvantages offered by the proposed Florida location do you consider important in your decision?

The proposed Florida location for this store has many of the advantages required by the company in order to invest its limited resources in construction, job creation, and commece. These advantages include location, proximity to potential customers, proximity to workforce, asssistance by local government staff, ease of ingress and egress, excellent transportation infastructure, and suitable distrance from other company stores. The main disadvanage – and a material one – is the potential implictions from the two large, nearby, unpermitted former dump sites of regional signficance with documented history of contamination conditions and regulatory enforcement. While significant contamination issues at a potential development site – as well as the complexity that contamination typically imposes on the development process - can disqualify a project from further consideration, the availability of economic and regulatory incentives through the Florida Brownfields Program can nonetheless serve to preserve the project's finaicial viability and allow the company to consummate the acquisition and proceed to contstruction.

F. Indicate any additional internal or external competitive issues impacting this project's location decision?

Confidential Employer real estate development team is consistenly challenged with delivering new stores and on an efficient and cost-efficient basis as possible. Accordingly, there is extreme pressure internally to eliminate sites that add complexity, time, and money to the development process. Contaminated sites such as this one fall within the category of projects that definitely add consdierable time, cost, and complexity and, thus, are generally disfavored internally over greenfield sites. However, the availability of economic and regulatory incentives through the Florida Brownfields Program helps to offset these challenges, allowing Confidential Employer to take on, and have the necessary funding for, the additional measures necessary for a succesful development.

6. ECONOMIC IMPACT AND CORPORATE RESPONSIBILITY

A. Provide a brief synopsis of the special impacts the project is expected to stimulate in the community, the state, and the regional economy. Include the impact on indicators such as unemployment rate, poverty rate, and per capita income.

The new project is expected to serve as a major economic engine for southwest Miami-Dade County, creating a unique destination retail operation not currently available to the many thousands of families living in this stretch of the Coral Way corridor. Confidential Employer will serve as the development anchor to power the restoration and renewal of this long abandoned, long environmentally challenged infill site and, in doing so, create many hundreds of full and party time employment positions. In addition to which, successfully incentivizing Confidential Employer to move forward will inspire confidence in other potential end users at the subject property, thereby stimulating the additional capital investment of up to $20 million and the hiring of several hundred more full and part time employees by other employers. The additional capital investment and job creation will combined to have positive impacts on unemployment rates in this sector as well as poverty rate and per capita income. In addition to all the foregoing, the construction is expected to sustain approximately 250 part time jobs. Confidential Employer will also pay approximately $597,000 in impact fees for roads, fire and, police. In conclusion, by proceeding with this project, Confidential Employer will provide a new source of employment, increase the area's tax revenues, revitalize the community by installing infrastructure improvements, bring desired retail and commercial development to the area, and, by demonstrating confidence in the location notwithstanding the

presence and proximity of widespread soil and groundwater contamination from operations associated with the former Miami Wood Treating Company and its successors, further remove an environmental impediment to future capital investment by other third parties.

B. Provide a summary of past activities in Florida and in other states. For example, what kind of corporate citizen has the applicant been? Also list awards or commendations.

Confidential Employer has a long and distriguished history of charitable giving and is widely regarded for its corporate involvement in the community. A few examples of its commitment to philanthropy include the following:

- Confidential Employer adopts a local public elementary school in every market through its "**Adopt A School" Program**. Local adopted schools in southest Miami-Dade County have included Bent Tree Elementary, Norma Butler Bossard Elementary, Winston Park and Cypress Elementary.
- Confidential Employer **Feeding Communities** program allows the company to donate surplus food to area food banks. Since the program launched late last year, Confidential Employer has donated over 8,000 pounds of food (at a retail cost of over $131,000.00) to Feeding South Florida.
- The various business particpated in a variety of local events on an annual basis, a sampling of which includes the following:
  - Valentines for Veterans
  - Vehicle of Hope (distributing free cancer screening certificates in partnership with La Liga Contra El Cancer)
  - Bright Smiles/Bright Futures (providing free dental screenings to the local community)
- Through the **Confidential Employer Charitable Foundation**, the company has donated funds to help children purchase new school uniforms and backpacks

C. List and explain any criminal or civil fines or penalties, recent or ongoing investigations and lawsuits, federal, state and/or local tax liens, and environmental issues that have been imposed upon the company, its executives, or its affiliates and any recent bankruptcy proceedings of the applicant or its parent company. Failure to disclose relevant information may mean automatic disqualification. If there are no issues to be identified, answer "None". Do not leave this question blank.

Confidential Employer is a large company with numerous locations and has, at various times and locations, been subject to civil fines and penalties for various matters in the ordinary course of business. The company is not and has not been subject to any criminal fines or criminal penalties.

D. Provide any additional information you wish to be considered as part of this incentive application or items that may provide supplementary background information on your project or company.

Accessing certain financial incentives that are available through the Florida Brownfields Program will assist in moving the project forward and will play a key role in Confidential Employer proceeding with site redevelopment.

7. CONFIDENTIALITY

A. You may request that your project information (including information contained in this application) be confidential per F.S. 288.075, Confidentiality of Records for a 12 month period, with an additional 12 month extension available upon request for projects still under consideration.

If you wish to request confidentiality for information contained within the General Project Overview to be held confidential pursuant to section 288.075, Florida Statutes, please submit to Enterprise Florida, Inc. a request on company letterhead and signed by an authorized company officer including the following statement:

"On behalf of (Legal Name of Applicant), please accept this letter as a request for all documents, records, reports, correspondence, conversations, applications, data and other sources of information concerning our business plans, interests, or intention to evaluate or locate in Florida as well as other trade secrets, identification, account, and registration numbers, and proprietary confidential business information be held confidential pursuant to section 288.075, Florida Statutes for a period of 12 months after the date of receipt of this request for confidentiality or until the information is otherwise disclosed, whichever occurs first."

*** Be sure to attach the proper incentive attachment sheet(s) ***

8. SIGNATURES

Application Completed By:

Signature

Date

Michael R. Goldstein
Name

Environmental Counsel
Title

The Goldstein Environmental Law Firm, P.A.
Company

1 SE 3rd Avenue, Miami, FL 33131
Address, if different than mailing address

(305) 777-1682
Phone Number

(305) 777-1681
Fax Number

mgoldstein@goldsteinenvlaw.com
Email Address

Name of contact person, if different than above

Phone Number

Address

To the best of my knowledge, the information included in this application is accurate.

Signature (Authorized Company Officer) REQUIRED

Date

Confidential
Name

Title

Confidential Employer
Company

Address, if different than mailing address

Phone Number

Fax Number

Email Address

Brownfield Redevelopment Bonus Tax Refund
Attachment to the General Project Overview

Confidential Employer 13-00256
Name of Business

FOR EFI USE ONLY		
Date Received	Date Revised	Date Completed

Must be a separate business unit or reporting unit of a business unit that is or will be registered with the State of Florida for unemployment compensation purposes.

IMPORTANT NOTE: This form should be used if a company is considering locating in a Brownfield area and the project involves a fixed capital investment of at least $2 million ($500,000 minimum if no site remediation is required), creation of at least 10 net new jobs, and there is a mixed-use component (including multiunit housing, commercial, retail, or industrial) to the overall development area. The application should be submitted **before** the decision has been made to locate in a Brownfield area.

*** * *Be sure to submit the General Project Overview and Local Support Resolution[1] following passage by the City / County* * ***

1. SITE INFORMATION

A. Indicate which organizations or agencies you have contacted for assistance with this project and provide the following contact information:
For example: local economic development agency, DEP, city or county

Name:	Freenette Williams	**Organization:**	Miami-Dade County
Telephone:	(305) 375-3869	**Email Address:**	fwilli@miamidade.gov
Name:	Charita Allen	**Organization:**	The Beacon Council
Telephone:	(305) 579-1349	**Email Address:**	callen@beaconcouncil.com

B. Is the proposed site abandoned or underutilized?

Yes x No ☐ If yes, explain: Location is a vacant, underutilized, commercial site with higher job creation, tax revenue, and environmental protection value than currently exists.

C. Is there evidence of contamination on the proposed site?

Yes x No ☐

If yes, what is DEP's involvement in the remediation process?

FDEP is one of two environmental agencies – the other being the Miami-Dade County Department of Regulatory and Economic Resources – with jurisdiction over former, current, and future environmental assessment, remediation, and closure activities, including but not limited to engineering and institutional controls to be implemented, in part, in connection with future development activities associated with the Applicant's end use.

D. Has a Brownfield Site Rehabilitation Agreement (BSRA) been contemplated or executed for the subject property?

Yes ☐ No X If yes, explain:

E. What role is the company (applicant) playing in the clean-up process?

[1] Submit the resolution adopted by the local governing body recommending the applicant be approved as a Brownfield Redevelopment Bonus Business unit and indicating the amount of local financial support that has been committed. Resolution should clearly indicate waivers requested and justification for such waivers.

Development activities associated with and largely funded by the Applicant's end use will allow for the implementation of engineering controls at the subject property as required by a Cleanup Agreement Document with the Florida Department of Environmental Protection and Consent Agreement with the Miami-Dade County Department of Regulatory and Economic Resources. The company's willingness to participate in the clean-up process in this regard demonstrates that the risk and stigma associated with being located on a contaminated site subject to engineering and institutional controls and ongoing financial and regulatory risk can be overcome and that such properties can serve as tremendous engines for job creation and economic revitalization.

F. Describe how the project demonstrates the principles of site reuse:
This project exemplifies sound land recycling and sustainability principals by utilizing major private capital investment and proportional public incentives to facilitate beneficial reuse of highly contaminated property that has been abandoned by the marketplace and otherwise underutilized for several decades. This in turn demonstrates that the risk and stigma associated with being located on a contaminated site subject to engineering and institutional controls and ongoing financial and regulatory risk can be overcome and that such properties can serve as tremendous engines for job creation and economic revitalization. It also provides a model and roadmap for effectively and efficiently unlocking the intrinsic land reuse and property recycling value of large and historically avoided infill sites surrounded by major population centers.

G. Describe efforts to involve the community in cleanup and redevelopment of the site:
Development of the Applicant's site has involved a public hearing process to secure securing land use approvals for construction and operation. In addition, the Applicant's landlord, in connection with cleanup and redevelopment, has conducted outreach to one of its major neighboring landowners. Finally, if formal site rehabilitation is elected by the developer or the Applicant, a Brownfield Site Rehabilitation Agreement will be executed, which requires the creation of a a local advisory committee and additional public outreach.

H. How will this project promote mixed-use development[2] in the Brownfield area:
The major investment of capital by the Applicant in a new, major destination retail establishment with the creation of 120 new full time equivalent jobs will – and has been historically demonstrated to – create an incentive for additional private sector investment in redevelopment. This additional investment and development activity may result in a mix of higher and better uses than currently exists in the vicinity of the project. It is also expected that this project, when completed, will serve as a critical case study and model for other developers and providers of capital that are concerned with investing time and resources in a neighborhood where the presence of multiple dump sites create the perception of contamination and the risk of exposure to legal, regulatory, and construction risk.

2. PROJECT EMPLOYMENT AND WAGE COMMITMENTS

A. What is the total number of net new full-time equivalent Florida jobs to be created by the project at the business unit[3]? 120

B. Provide job creation schedule to which you commit: (Please limit the phases to a maximum of three consecutive years and job creation to no less than ten jobs in the first year. However, more than three phases are required, please prepare a separate attachment, including the proposed schedule and justification for phasing beyond three years.)

[2] Mixed use business activities include multiunit housing, commercial, retail, and industrial development within the Brownfield area.
[3] Must be a minimum of 10 new jobs and a 10 percent increase in current business unit employment (if an existing Florida business).

Brownfield Redevelopment Bonus Tax Refund
Attachment to the General Project Overview

Phase	Number of net new full-time equivalent Florida jobs created in the business unit	Date by which jobs will be created
I	0	12/31/12
II	0	12/31/13
III	120	06/30/14
Total	**120**	

C. **For the purposes of certification, agreement, and claim review, indicate the average wage to which you commit:**

$21,820.00

3. LOCAL FINANCIAL SUPPORT

A. **Identify the local government(s) anticipated to provide local financial support[4]:**

Miami-Dade County will request a waiver of the local financial support authorized under 288.106, Florida Statutes.

B. **Indicate the date the Brownfield Redevelopment Bonus support resolution is anticipated to be passed by the local government:**

January 2013

[4] The total Brownfield Redevelopment Bonus award may not exceed five times the local financial support provided by the community. If the community has requested a local financial support waiver or the support is provided in the form of ad valorem tax abatement, the Brownfield Redevelopment Bonus award will be reduced by this amount.

Brownfield Redevelopment Bonus Tax Refund
Attachment to the General Project Overview

4. SIGNATURES

Signature of Individual Completing this Attachment (if different from General Project Overview) _____ Date _____

Address (if different) _____

Phone Number (if different) _____

Signature (Authorized Company Officer) REQUIRED _____ Date _____

Real Estate Counsel

Name and Title of Authorized Officer

5. KEY BROWNFIELD REDEVELOPMENT BONUS PROGRAM INFORMATION

- The tax refund claim form will be due by January 31st each year for the number of jobs on December 31st of the previous calendar year. Tax refunds paid per state fiscal year (July 1 – June 30) may not exceed 25 percent of the total tax refund award associated with the phase(s) scheduled.
- Minimum program requirements include creation of at least 10 new jobs and capital investment of at least $2 million in a development consisting of mixed-use business activities.
- Pre-approved applicants receive tax refunds of up to $2,500 per new job created.
- If in any year the company does not achieve the job creation schedule outlined in item 2B, but achieves at least 80% of the required net new jobs, the company will receive a pro-rated refund less a 5% penalty of the scheduled award amount for that year. If job creation falls below 80% of the required jobs, the company will not receive a refund and will be terminated from the program. **If job creation falls below 80% of the required jobs, the company will not receive a refund and will be terminated from the program. Similarly, if the average wage falls below the wage committed to in 1C, the company will not receive a refund and will be terminated from the program.**
- For an expanding Florida business unit:
  - Existing number of full-time equivalent jobs must be maintained for the duration of the Brownfield Redevelopment Bonus agreement.
  - The average wage commitment should include the wages paid across the expanding business unit or reporting unit for all new and existing jobs, as shown on the unit's UCT-6 form. If your project involves activities that are not representative of the expanding business unit or reporting unit and are anticipated to be substantially different from the historical range and distribution of jobs and wages paid (either higher or lower) in the existing unit, that issue should be disclosed and discussed with Enterprise Florida at the time of application to determine if separate record keeping needs to be established.
- Brownfield Bonus eligible jobs are those that are physically located within the State of Florida and located at the facility listed as the proposed location address in question 2G of the General Project Overview or subsequent Brownfield Bonus contract with the State of Florida. If any jobs will not be physically located at the proposed location address, contact Enterprise Florida to discuss the situation. Jobs that are paid out of the proposed location address facility but are not located at that facility or in the State of Florida are not considered net new jobs for Brownfield Bonus purposes.
- A business that fraudulently claims a refund under *288.107(4)(e), Florida Statutes*:
  - Is liable for repayment of the amount of the refund to the account, plus a mandatory penalty in the amount of 200 percent of the tax refund which shall be deposited into the General Revenue Fund.
  - Is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
- Brownfield Redevelopment Bonus: *Section 288.107, Florida Statutes*

Exhibit C

MIAMI-DADE COUNTY DEPARTMENT
OF REGULATORY AND
ECONOMIC RESOURCES

Complainant

V.

Pan American Coral Terrace, LTD.
Respondent

CONSENT AGREEMENT

This Consent Agreement (the "Agreement"), entered into by and between, Miami-Dade County REGULATORY AND ECONOMIC RESOURCES (hereinafter referred to as "RER"), formerly known as DEPARTMENT OF PERMITTING, ENVIRONMENT AND REGULATORY AFFAIRS ("PERA") AND DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT ("DERM"), and PAN AMERICAN CORAL TERRACE, LTD. ("PACT"), pursuant to Section 24-7(15)(c), Code of Miami-Dade County, shall serve to address and otherwise provide for and stipulate to the environmental requirements for and associated with future development activities at subject property located at, near, or in the vicinity of 7000 SW 24th Street, Miami-Dade County, Florida, folio nos. 30-4014-022-0010 and 30-4014-011-0010 and more particularly described on Exhibit A, a copy of which is attached hereto and made part hereof by reference (the "Property").

This agreement does not constitute the environmental requirements for the site to meet the requirements of No Further Action or No Further Action with Conditions pursuant to Section 24-44, Code of Miami-Dade County or No Further Action or No Further Action with Controls pursuant to Rules 62-780.680 and 62-785.680, Florida Administrative Code. This Agreement does not address any off-site contamination or any work beyond the boundaries of the Property.

RER finds the following:

FINDINGS OF FACT

1. RER is an agency of Miami-Dade County, a political subdivision of the State of Florida, which is empowered to control and prohibit pollution and protect the environment within

Miami-Dade County pursuant to Article VIII, Section 6 of the Florida Constitution, the Miami-Dade County Home Rule Charter and Section 403.182 of the Florida Statutes.

2. PACT (hereinafter referred to as "Respondent") is a Florida limited partnership created for the purpose of acquiring a note and mortgage secured by the Property with the goal of eventually acquiring the Property itself and redeveloping it and shall be construed for purposes of this Agreement to include any and all of Respondent's successors and assigns.

3. Notwithstanding Respondent's current intentions to acquire title to the Property after acquiring the note and mortgage securing the Property, the Parties acknowledge the possibility that Respondent may not, in fact, acquire the Property. In light of this possibility, if Respondent is unable or elects not to acquire title to the Property, upon notice of same from Respondent to RER, this Agreement shall become null and void in its entirety, and neither party shall have any further obligation hereunder and, furthermore, Respondent shall have no liability to RER under Chapter 24, Miami-Dade County Code.

4. The Property was the subject of environmental litigation by the State of Florida and Miami-Dade County in Miami-Dade County Circuit Court, styled State of Florida Department of Environmental Regulation v. Davidson Lumber Company et al, Case number 83-21626 CA 09 and Anthony J. Clemente, et al. v. Lone Star Building Centers (Eastern) Inc., et al, Case number 83-17887 CA 09 (hereinafter collectively referred to as the "Subject Environmental Litigation"). Soil and groundwater at the subject property remains contaminated at the Property to the present day.

5. Both RER and the Florida Department of Environmental Protection ("FDEP") settled the former litigation involving the Property through a Stipulation and Settlement Agreement dated April 28th, 1989, a copy of which is attached hereto as Exhibit B and the Stipulation and Order Regarding Claims of FDEP and Miami-Dade County approved by the bankruptcy court in the Southern District of New York, a copy is attached hereto as Exhibit C (hereinafter collectively referred to as the "Subject Environmental Litigation Documents").

6. RER's enforcement policy pertaining to the subject property is as follows:

The Sections of Chapter 24 of the Code of Miami-Dade County which establishes liability for violations of said Code includes the following:

-Section 24-31 (6): provides that any person who has legal, beneficial or equitable interest in the real property upon which a violation occurs or exists, or has occurred or existed, shall be jointly and severally liable for said violation regardless of fault and regardless of knowledge of the violation;. And

-Section 24-31 (1): which states, In pertinent part, that whoever commits a violation of this Chapter or any lawful rule or regulation promulgated under this Chapter is liable to Miami-Dade County for any damage caused to air, water or property, ...".

7. As the Subject Environmental Litigation Documents do not contemplate or require future purchasers of the Property implementing or participating in any way in the compliance activities required in said stipulations, RER's position has been and continues to be not to seek, compel, or otherwise require in any fashion any contribution to the clean-up activities from any future owner, developer, or tenant of the Property or any of their respective principals, lenders, or investors. Notwithstanding the foregoing (i) any future development activities at and in connection with the Property shall comply with the environmental conditions set forth in paragraph 8 herein and (ii) to the extent any future party seeks or desires any form of No Further Action by RER as may be authorized by Chapter 24, Code of Miami-Dade County, the applicable requirements shall be complied with.

SUBMITTAL AND REPORTING AND REQUIREMENTS FOR THE SITE

8. Site development at and in connection with the Property is permitted as it relates to the environmental conditions of the property subject to the following:

   - Areas of proposed ex-filtration drainage will require groundwater sampling unless existing data (i.e., data that has been generated no more than 9 months prior to the date of submittal of a request for approval of a site drainage plan) demonstrates that groundwater impacts are not located in the area of drainage. Areas of ex-filtration drainage may be relocated to any uncontaminated area of the Property via re-routing utilizing solid piping.

   - For dewatering activities, if applicable, it shall be demonstrated that the dewatering will not extract contaminated groundwater otherwise treatment or proper disposal of extracted groundwater will be required. Furthermore, any proposed on-site disposal of extracted water will not be discharged into an area where groundwater impacts exist.

   - Construction (buildings, parking lots, etc.) is permitted in areas of soil and groundwater contamination.

   - Contaminated soil that is removed shall require proper disposal or may be relocated upon the property above the water table provided that appropriate engineering controls are in place prior to issuance of any Certificate of Use for the Property. Remaining areas of contaminated soil will require an engineering control such as 2-feet of clean fill, asphalt, or concrete. The engineering control shall be inspected and maintained to ensure its functional integrity, and any modification to said engineering control shall be approved by RER. This requirement shall be transferrable to all current and future Property owners, and notification and consent shall be made between the buyer and seller during each Property sale transaction.

All work at the property shall be conducted in accordance with the requirements of the Occupational Safety and Health Administration.

- A Soil Management Plan will be required if construction occurs within areas of soil contamination. The plan at a minimum shall include the requirement to document any contaminated material that is removed and relocated to other areas of the Property as well as to document any soil that is removed from the Property and disposed of.

- Any removal of contaminated soil from the Property site shall be disposed of either at a lined landfill or other properly licensed disposal or treatment facility. In all instances proper disposal receipts must be maintained for the applicable period of time required by law and provided to RER.

- Any construction and/ or modification at the Property shall be approved by RER in accordance with this Agreement and the Miami-Dade County Code.

- Any utilities installed at or for the benefit of the Property in areas of contamination shall be subject to the provisions of this Agreement and the Miami-Dade County Code.

- The conditions contained in this paragraph 8 are transferrable and assignable with respect to this Property and any portion thereof.

- All plans including, but not limited to, dewatering, drainage, soil management, engineering control, and/or development shall require prior RER review and approval.

GENERAL PROVISIONS AND RESPONDENT'S COMPLIANCE OBLIGATIONS

9. This Agreement constitutes a "lawful order" pursuant to Section 24-7(15) (c) of the Code of Miami-Dade County and is enforceable in a civil court of competent jurisdiction. Violation of any requirement of this Agreement may result in enforcement action by RER. Each violation of any of the terms and conditions of this Agreement by the Respondent shall constitute a separate offense.

10. Entry of this Agreement does not relieve the Respondent of the responsibility to comply with applicable federal, state or local laws, regulations and ordinances. Notwithstanding the foregoing sentence, Respondent's obligations to comply with Chapter 24, Code of Miami-Dade County are expressly defined and limited as set forth in this Agreement where they relate or pertain to or arise out of any form or manner of contamination that, prior to the effective date of this Agreement, both (i) first became present at, on, under, above, or adjacent to the Property and (ii) was previously documented by, or reported to, Miami-Dade

County or the Florida Department of Environmental Protection (hereinafter referred to as the "Documented Pre-Existing Contamination.")

11. With respect to any matter, fact, circumstance, or condition concerning, related to, or arising out of the Property, this Agreement shall neither be evidence of a prior violation of Chapter 24, Code of Miami-Dade County, nor shall it be deemed to impose any limitation upon any investigation or action by RER in the enforcement of Chapter 24, Code of Miami-Dade County, against any party other than Respondent. With respect to Respondent, RER's rights to seek or compel administrative or judicial enforcement of Chapter 24, Code of Miami-Dade County, are modified as follows: Provided that Respondent is in compliance with this Agreement, RER will not initiate or seek administrative or judicial enforcement of, or make any claim or seek any relief under, Chapter 24, Code of Miami-Dade County, or any similar state or federal law, statute, regulation, or code against Respondent and/or any of Respondent's principals, lenders, investors, tenants, and their respective successors and assigns, for any matter, fact, circumstance, or condition concerning, related to, or arising out of Documented Pre-Existing Contamination.

12. In the event that RER alleges that Respondent is in violation of this Agreement, RER shall provide notice of such violation to Respondent the 'Notice of Violation of Consent Agreement" (NOVCA).Upon receipt of RER's NOVCA other than with respect to an Imminent Threat (as defined herein), Respondent shall have thirty (30) days to respond in writing to RER and in such response either provide (i) evidence that no violation has occurred or (ii) assurances as to how such violations shall be corrected(the "Corrective Action Plan").RER shall allow Respondent up to sixty (60) days to implement any Corrective Action Plan and may not seek to void or terminate this Consent Agreement based on the allegations in the NOVCA unless Respondent fails to implement the Corrective Action Plan as approved by RER. Respondent shall not be entitled to the above referenced period for implementation of the Corrective Action Plan where a condition is discovered at the Property that the RER Director or Director's designee, determines constitutes an Imminent threat to human health or the environment ("Imminent Threat"). RER acknowledges that the Documented Pre-Existing Contamination does not constitute an Imminent Threat, provided that the subject Property is in compliance with this Agreement, including but not limited to the required engineering controls. Nothing in this paragraph shall void or limit any administrative or judicial rights of appeal of any agency action that Respondent may have under the Miami-Dade County Code, Florida Statutes, the Florida

Administrative Code, or otherwise. In addition, the time period set forth above may be extended at the discretion of the RER Director or Director's designee.

13. RER acknowledges that Respondent may in the future sell all or part of the Property and agrees that under either scenario it will allow this Agreement to be amended to include any and all of Respondent's successors and assigns as follows: (i) in the case of a sale of part of the Property to one or more third parties, RER shall allow such additional party or parties to execute an addendum to this Agreement and by so doing make such additional party or parties subject to its terms and conditions and (ii) in the case of a sale of all of the Property to one or more third parties, RER shall consent to the assignment by Respondent of the new owner or owners.

This Agreement shall become effective upon the date of execution by the RER Director or by a lawful designee;

THIS SECTION LEFT INTENTIONALLY BLANK

PAN AMERICAN CORAL TERRACE, LTD.
By: Pan American Ventures 3, LLC, General Partner
By: Carlos C. Lopez-Cantera, Managing Member

6/11/12
Date

Respondent

Before me, the undersigned authority, personally appeared Carlos C. Lopez-Cantera who after being duly sworn, deposes and says that they have read and agreed to the foregoing.

Subscribe and sworn to before me this 11th day of June, 2012 by Carlos C. Lopez-Cantera (name of affiant).

Personally known ✓ or Produced Identification _____.
(Check one)

Type of Identification Produced: _____.

Notary Public

ALEMIS MACHADO
MY COMMISSION # EE73636
EXPIRES: March 14, 2015
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

DO NOT WRITE BELOW THIS LINE – GOVERNMENT USE ONLY

6/14/2012
Date

Lee N. Hefty, Assistant Director
Miami-Dade County Department of
Regulatory and Economic Resources

Witness

Witness

Exhibit D

Florida Department of Environmental Protection

Southeast District Office
400 N. Congress Avenue, Suite 200
West Palm Beach, FL 33401-2913
561-681-6600

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

JUN 14 2012

mgoldstein@goldsteinenvlaw.com

Mr. Michael R. Goldstein, Esquire
The Goldstein Environmental Law Firm, P.A.
One Southeast Third Avenue, Suite 2120
Miami, Florida 33131

Waste Cleanup
Miami-Dade County
Pan American Coral Terrace, LTD
Site No.: COM_311758

Re: Executed Cleanup Agreement
Pan American Coral Terrace, LTD
7090 Coral Way, Miami-Dade County, Florida
OGC Case No. 83-0039, Site No.: COM_ 311758

Dear Mr. Goldstein:

Enclosed for your client's implementation is the fully executed and filed Cleanup Agreement Document (CAD) in the above styled case. Please familiarize yourself with the terms of the Agreement so the complete and timely performance of those obligations is accomplished.

If you have any questions concerning this matter, please contact Mr. Tim Gray at (561) 681-6708 or by e-mail at tim.gray@dep.state.fl.us

Thank you for your cooperation in this matter.

Sincerely,

06-14-12

Jill S. Creech, P.E. Date
Southeast District Director

Attachment: Cleanup Agreement Document

JSC/JWL/PAW/tag

cc: Carlos C. Lopez-Cantera, Pan American Coral Terrace, LTD, clc@panamgroup.com
Wilbur Mayorga, P.E. Regulatory and Economic Resources, mayorw@miamidade.gov
Jorge R. Caspary, P.G., DEP/Tallahassee, jorge.caspary@dep.state.fl.us
Kelly L. Russell, Esq., OGC, Tallahassee, kelly.l.russell@dep.state.fl.us
Brian Dougherty, DEP/Tallahassee, brian.dougherty@dep.state.fl.us
Lea Crandall, Agency Clerk, lea.crandall@dep.state.fl.us

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION,	)	IN THE OFFICE OF THE SOUTHEAST DISTRICT
	)	OGC FILE NO. 83-0039
IN THE MATTER OF: PAN AMERICAN CORAL TERRACE, LTD	)	

CLEANUP AGREEMENT DOCUMENT

This Cleanup Agreement Document ("Agreement") is entered into between the State of Florida Department of Environmental Protection ("Department"), and Pan American Coral Terrace, LTD ("PACT"), an active Florida limited partnership, (hereinafter referred to collectively as the "Parties"), to reach agreement on a scope of work and schedule to conduct limited site rehabilitation.

The Department finds and PACT admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapters 403 and 376, Florida Statutes ("F.S."), and Rule 62-780, F.A.C. The Department has jurisdiction over the matters addressed in this Agreement.

2. This Agreement is a "Cleanup Agreement Document" (CAD) as that term is more fully defined in Rule 62-780.200(8), F.A.C.

3. The Department of Regulatory and Economic Resources ("RER") is an agency of Miami-Dade County, a political subdivision of the State of Florida, which is empowered to control and prohibit pollution and protect the environment within Miami-

Dade County pursuant to Article VIII, Section 6 of the Florida Constitution, the Miami-Dade County Home Rule Charter and Section 403.182 of the Florida Statutes.

4. PACT is a person within the meaning of Section 403.031(5), F.S., and shall be construed for purposes of this Agreement to include any and all of PACT's successors and assigns.

5. PACT was created for the purpose of acquiring a note and mortgage secured by approximately seventeen (17) acres of real property located at 7090 Coral Way, Miami-Dade County, State of Florida, as further identified by Miami-Dade County Property Appraisers Parcel Identification Numbers 30-4014-022-0010 and 30-4014-011-0010 (referred to collectively herein as the "Property") with the goal of eventually acquiring the Property itself and redeveloping it.

6. Notwithstanding PACT's current intentions to acquire title to the Property after acquiring the note and mortgage securing the Property, the Parties acknowledge the possibility that PACT may not, in fact, acquire the Property. In light of this possibility, if PACT is unable or elects not to acquire title to the Property, upon notice of same from PACT to FDEP, this Agreement shall become null and void in its entirety, and neither party shall have any further obligation hereunder. Should PACT not acquire title to the Property, this document will not create any liability under chapters 376 or 403, Florida Statutes or any rule promulgated thereunder that does not otherwise exist.

7. In order to allow the Property, which is currently vacant and undeveloped, to be beneficially reused while protecting human health and the environment at and in connection with the Property, the Department has agreed to allow PACT to implement

the tasks set forth in paragraphs 9 and 10 herein to address Pre-Existing Contamination and, so long as PACT remains in compliance with the requirements of this Agreement, shall not impose or seek to enforce any additional site rehabilitation obligations on or against PACT with respect to the Pre-Existing Contamination, including but not limited to any obligations to conduct any further site rehabilitation pursuant to chapters 62-780 and 62-777, F.A.C., unless either (i) PACT elects to pursue a Site Rehabilitation Completion Order under any applicable cleanup rule promulgated in Chapter 62 of the Florida Administrative Code or (ii) a newly occurred (that is, first occurring after the effective date of this Agreement) non-transient exposure pathway for contaminated groundwater in the shallow aquifer (defined as from the top of the ground water table to no deeper than 50 feet below land surface) that creates an imminent threat to human health, safety, or the environment is discovered by RER, the Department, or PACT and PACT fails to take appropriate action within a reasonable timeframe (reasonable timeframes shall be those timeframes set forth in paragraph 12 below) (the foregoing subsection (ii) of this sentence hereinafter referred to as the "Groundwater Reopener"). Under either of these circumstances, the Department may re-evaluate the measures required by this Agreement to determine if they continue to be sufficiently protective of human health, safety, and the environment and may require PACT or any other responsible party to take action to abate the imminent threat to human health, safety, or the environment. For purposes of this document, "Pre-Existing Contamination" shall be defined as the contamination as it exists or ever existed in soil, groundwater, or any other environmental media at, on, beneath, in, above, or migrating away or towards the

Property as of the date of execution of this Agreement, including but not limited to the contamination as represented in the March 30, 2012, report entitled "Supplemental Site Assessment Report/Conceptual No Further Action with Conditions Plan," provided by EE&G Environmental Services, LLC, and prepared for PACT, and all other environmental assessment plans and reports and related data on file with the Department or RER.

8. Now, therefore, the Department and PACT concur and it is mutually **AGREED:**

9. Unless PACT elects to pursue a Site Rehabilitation Completion Order under any applicable cleanup rule promulgated in Chapter 62 of the Florida Administrative Code or the Department has documented a Groundwater Reopener has occurred, PACT shall only be required to implement the following tasks in connection with the Pre-Existing Contamination:

(a) PACT shall implement engineering controls at the Property to address potential contaminant exposure risks, said engineering controls shall include, but are not limited to: all areas where Soil Cleanup Target Levels (SCTLs) of chapter 62-777, F.A.C. are exceeded for leachability shall be permanently covered and maintained with an impermeable material that prevents human exposure and prevents water infiltration; and all areas where SCTLs of chapter 62-777, F.A.C. are exceeded for direct exposure for Commercial/Industrial use shall be permanently covered with an impermeable material or with a minimum of two (2) feet of clean and uncontaminated soil that

prevents human exposure. The engineering controls shall be implemented in connection with site development and construction activities and shall be certified by a professional engineer, licensed in Florida that to the best of his or her knowledge the controls are consistent with commonly accepted engineering practices, are appropriately designed and constructed for its intended purpose, and have been implemented.

(b) PACT shall record an environmental deed restriction in favor of RER utilizing a form that is consistent with the Department's Institutional Controls Guidance document located on the Department's web site, and that is approved by RER. The restrictions shall include, but are not limited to: a prohibition on the use of the groundwater under the property; a prohibition on access to groundwater for consumptive, industrial supply, or irrigation purposes; a prohibition on drilling for water and on well construction on the property, other than monitoring wells pre-approved in writing by RER; a prohibition on stormwater swales, stormwater detention or retention facilities, or ditches on the property, except as approved by RER; for any dewatering activities, a plan approved by RER must be in place to address and ensure the appropriate handling treatment, and disposal of any extracted groundwater that may be contaminated; prohibition on agricultural use of the Property including forestry, fishing and mining; recreational uses including amusement parks, parks, camps, museums, zoos, or gardens; residential uses (excluding hotels, motels, or any other form of commercial lodging, all of which are expressly permitted), and educational uses

such as elementary or secondary schools, or day care services; an inspection and maintenance plan for the engineering controls implemented at the property, and limitations on exposure to soil contaminated above a Commercial/Industrial Cleanup Target Level except to execute routine repairs on the engineering controls.

(c) PACT shall use its best commercial efforts to coordinate with RER and adjacent owner(s) of property where contamination has spread or is located to encourage such adjacent owner(s) of property to establish voluntary deed restriction(s) prohibiting groundwater use for consumptive, industrial supply, or irrigation purposes and otherwise limit access to contaminated groundwater.

10. Site development activities at and in connection with the Property are permitted as they relate to the environmental conditions of the Property and do not require review or approval by the Department provided that they are reviewed and approved by RER, and, they comply with the following:

(a) Areas of proposed ex-filtration drainage during development of the Property by PACT require groundwater sampling unless existing data (i.e., data that has been generated no more than 9 months prior to the date of submittal of a request for approval of a site drainage plan) demonstrates to the satisfaction of RER that contaminated groundwater is not located in the area of drainage. If it is demonstrated that ex-filtration drainage is not located in areas where contaminated groundwater exists, then areas of ex-filtration drainage may be

relocated to any uncontaminated area of the Property via rerouting utilizing solid piping.

(b) For any necessary dewatering activities conducted by PACT during development of the Property, the dewatering shall not extract contaminated groundwater or, if not technically possible, any contaminated groundwater that is extracted shall be properly treated or disposed of at a licensed facility. Furthermore, any proposed on-site disposal of extracted water will not be discharged into an area where groundwater contamination exists or where SCTLs are exceeded for leachability and shall not be discharged on-site when the extracted water is contaminated. Dewatering activities must be pre-approved by RER.

(c) Construction (buildings, parking lots, etc.) is permitted in areas of soil and groundwater contamination upon compliance with the conditions in this agreement including: contaminated soil that is excavated shall be removed and properly disposed of at a licensed facility which accepts such materials pursuant to Chapter 62-780, F.A.C. and any other applicable local, state, and federal requirements, or may be relocated to another area upon the Property above the water table where contaminated soils already exist provided engineering controls in accordance with the requirements of this paragraph and paragraph 9(a) are also put in place. Upon completion, remaining areas of contaminated soil will require an engineering control consisting of either an impermeable surface or 2-feet of uncontaminated/clean fill. In all instances where contaminated soil is removed

from the Property, proper disposal receipts must be maintained for the applicable period of time required by law.

(d) PACT shall provide an inspection and maintenance plan for the engineering controls required by this agreement to be approved by RER to ensure the functional integrity of the engineering controls, and any modification to said engineering controls shall be approved by RER. The inspection and maintenance plan shall be included in the deed restriction required in paragraph 9(b) above, and therefore shall be transferred to all future property owners, and notification shall be made between the buyer and seller during each property sale transaction.

(e) Site preparation activities that lead to contact with soil such as foundation excavation, grading, etc., shall be conducted with reasonable precautions so as to minimize worker exposure to soil.

(f) A Soil Management Plan, approved by RER, will be required if construction or activities occur within areas of soil contamination. The plan shall include the requirement to specifically document any contaminated material that is relocated within the Property (including how much and where the soil was relocated) as well as to document any soil that is removed from the Property and disposed of off-site in accordance with paragraph 10(c).

(g) PACT shall close the 4000 gallon underground storage tank ("UST") existing on the Property by (i) removing any free product contained with UST; (ii) removing any free product in soil adjacent to the UST; and (iii) either

excavating the UST and properly disposing of it in accordance with applicable law or filing the UST with inert material and abandoning it in place.

(h) Any construction or modification at the Property shall meet the requirements of this Agreement and be preapproved by RER as provided for in the Florida Building Code.

11. In consideration of, and expressly subject to, the conditions in this agreement and performance by PACT of the obligations set forth in paragraphs 9 and 10 of this Agreement, the Department shall not initiate or seek administrative or judicial enforcement of, or make any claim or seek any relief under, chapters 376 and 403, Florida Statutes, chapters 62-770 and 62-780, Florida Administrative Code, or any similar federal or local law, statute, regulation, or code, all as may be amended from time to time, against PACT, for the Pre-Existing Contamination unless a Groundwater Reopener has occurred.

12. In the event that the Department alleges that PACT is in violation of this Agreement, the Department shall provide notice of such violation to PACT (the "Agreement Breach Notice"). Upon receipt of the Department's Agreement Breach Notice, PACT shall have thirty (30) days to respond in writing to the Department and in such response either provide (i) evidence that no violation has occurred or (ii) assurances as to how such violations shall be cured (the "Cure Plan"). The Department shall allow PACT no less than sixty (60) days to implement any Cure Plan (the "Cure Period") and may not seek to void or terminate this Agreement based on the allegations in the Agreement Beach Notice unless PACT fails to implement the Cure Plan as approved by

the Department. Nothing in this paragraph shall void or limit any administrative or judicial rights of appeal of any final agency action that PACT may have under the Florida Statutes, the Florida Administrative Code, or otherwise.

13. The Department acknowledges that PACT may in the future sell all or part of the Property and agrees that under either scenario it will allow this Agreement to be amended as follows: (i) in the case of a sale of part of the Property to one or more third parties, the Department shall allow such additional party or parties to execute an addendum to this Agreement and by so doing make such additional party or parties subject to its terms and conditions and (ii) in the case of a sale of all of the Property to one or more third parties, FDEP shall consent to the replacement of PACT with the new owner or owners such that once the new owner or owners have executed a binding agreement with the Department, PACT shall no longer have any continuing liability or responsibility to the Department pursuant to this Agreement.

14. One paper copy and one electronic copy in PDF format of all submittals, notices, reports, plans, and data required by this Agreement and/or by chapter 62-780, F.A.C., to be submitted to the Department shall be sent to the Waste Program Administrator, Florida Department of Environmental Protection, Southeast District Office, 400 North Congress Avenue, Suite 200, West Palm Beach, Florida 33401-2913.

15. All notices required by this Agreement to be provided to PACT, unless otherwise specified, may be made by electronic or U.S. mail, and shall be sent to:

Mr. Carlos C. Lopez-Cantera
Pan American Coral Terrace, LTD
150 Alhambra Circle, Suite 925
Coral Gables, Florida 33134

Telephone: (305) 461-0563
Facsimile: (305) 461-0963

16. Other than with respect to Pre-Existing Contamination as addressed in this Agreement, nothing herein shall be construed to limit the authority of the Department to undertake any action against PACT in response to or to recover the costs of responding to conditions at or from the Property that require Department action to enforce any Department statutes or rules. This paragraph does not limit the authority of the Department to undertake any action against PACT if a Groundwater Reopener has occurred.

17. The Department hereby expressly reserves the right to initiate appropriate legal action to prevent or prohibit any violations of applicable statutes or the rules promulgated there-under that are not specifically addressed by the terms of this Agreement.

18. Entry of this Agreement does not relieve PACT of the need to comply with applicable federal or local laws, regulations or ordinances or, other than as specifically provided herein with respect to Pre-Existing Contamination, applicable state laws, regulations or ordinances.

19. PACT shall allow all authorized representatives of the Department access to the Property at reasonable times for the purpose of determining compliance with the terms of this Agreement and the rules and statutes of the Department.

20. In the event of a sale or conveyance of the Property, if all of the requirements of this Agreement have not been fully satisfied, PACT shall, no later than

least thirty (30) days prior to the sale or conveyance: (1) notify the Department of such sale or conveyance, (2) provide the name and address of the purchaser to the Department, and (3) provide a copy of this Agreement with all attachments to the prospective new owner.

21. It is expressly understood by PACT that compliance with the terms of this Agreement shall not result in the issuance of an unconditional or conditional Site Rehabilitation Completion Order pursuant the applicable chapters and corresponding provisions of the Florida Administrative Code. However, nothing shall prevent the Parties from negotiating and executing a subsequent agreement under chapters 62-770, 62-780, or 62-785, Florida Administrative Code, to further rehabilitate the Property and allow for issuance of an unconditional or conditional Site Rehabilitation Completion Order. Should PACT decide to voluntarily undertake site rehabilitation of Pre-Existing Contamination pursuant to chapters 62-770, 62-780, or 62-785, Florida Administrative Code, the parties may revisit the conditions of this Agreement.

22. The release or discharge of contamination at the Property after the effective date of this Agreement shall be addressed in accordance with the laws and rules in place at the time of the discharge.

23. This Agreement may only be voided, canceled, or terminated upon the written request of PACT or, subject to the cure provisions set forth at paragraph 12 herein, upon its material breach by PACT. Should this agreement be voided, canceled, or terminated with respect to PACT or any other subsequent party to this Agreement, the Department will not be prohibited from pursuing PACT or the subsequent party for any

liability it may have in relation to the Pre-Existing Contamination, notwithstanding any provisions of this agreement. Notwithstanding anything to the contrary in the prior sentence, other than with respect to any breach of this Agreement caused by PACT that has not been cured pursuant to paragraph 12, where PACT is no longer a party to this Agreement and the Agreement is voided, canceled, or terminated as a result of any action taken by a subsequent party, the Department shall not pursue PACT for any liability of the subsequent party that may then arise out of this Agreement.

24. If RER does not, in fact, provide the review and oversight contemplated by this Agreement, then the Department may, at its discretion, assume the review and oversight of the conditions required by this Agreement. PACT agrees to provide the Department with a copy of any written agreements between PACT and RER within 10 days after execution of said agreement.

25. Notwithstanding PACT's current intentions to acquire title to the Property after acquiring the note and mortgage securing the Property, PACT may not, in fact, acquire the Property. Accordingly, the Department agrees that PACT's affirmative obligations under this Agreement will not become effective until such time as PACT takes title to the Property.

26. If PACT is unable or elects not to acquire title to the Property, upon notice of same from PACT to the Department, this Agreement shall become null and void in its entirety and neither party shall have any further obligation hereunder.

27. PACT acknowledges and waives its right to an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, on the terms of this

Agreement. PACT acknowledges its right to appeal the terms of this Agreement pursuant to Section 120.68, Florida Statutes, and waives that right upon signing this Agreement.

28. Persons who are not parties to this Agreement but whose substantial interests are affected by this Agreement have a right, pursuant to Sections 120.569 and 120.57, Florida Statutes, to petition for an administrative hearing on it. The Petition must contain the information set forth below and must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS-35, Tallahassee, Florida 32399-3000, within twenty-one (21) days of receipt of this notice. A copy of the Petition must also be mailed at the time of filing to the District Office named above at the address indicated. Failure to file a petition within the twenty-one (21) days constitutes a waiver of any right such person has to an administrative hearing pursuant to Section 120.57, Florida Statutes.

The petition shall contain the following information:

(a) The Department's OGC number and the county in which the subject matter or activity is located;

(b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;

(c) An explanation of how the petitioner's substantial interests will be affected by this Agreement;

(d) A statement of when and how the petitioner received notice of this Agreement;

(e) A statement of all material facts disputed by petitioner, if any;

(f) A statement of the specific facts the petitioner contends warrant modification of this Agreement;

(g) A statement of which rules or statutes the petitioner contends require modification of this Agreement; and

(h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to this Agreement.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this Agreement. Persons whose substantial interests will be affected by any decision of the Department with regard to this Agreement have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within twenty-one (21) days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Sections 120.569 and 120.57, Florida Statutes, and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, F.A.C.

A person whose substantial interests are affected by this Agreement may file a timely petition for an administrative hearing under Sections 120.569 and 120.57, Florida Statutes, or may choose to pursue mediation as an alternative remedy under Section

120.573. Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth below.

Mediation may only take place if the Department and all the parties to the proceeding agree that mediation is appropriate. A person may pursue mediation by reaching a mediation agreement with all parties to the proceeding (which include the PACT, the Department, and any person who has filed a timely and sufficient petition for a hearing) and by showing how the substantial interests of each mediating party are affected by this Agreement. The mediation agreement must be filed in (received by) the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within ten (10) days after the deadline as set forth above for the filing of a petition.

The agreement to mediate must include the following:

(a) The names, addresses, and telephone numbers of any persons who may attend the mediation;

(b) The name, address, and telephone number of the mediator selected by the parties, or a provision for selecting a mediator within a specified time;

(c) The agreed allocation of the costs and fees associated with the mediation;

(d) The agreement of the parties on the confidentiality of discussions and documents introduced during mediation;

(e) The date, time, and place of the first mediation session, or a deadline for holding the first session, if no mediator has yet been chosen;

(f) The name of each party's representative who shall have authority to settle or recommend settlement; and

(g) Either an explanation of how the substantial interests of each mediating party will be affected by the action or proposed action addressed in this Agreement or a statement clearly identifying the petition for hearing that each party has already filed, and incorporating it by reference.

(h) The signatures of all parties or their authorized representatives.

As provided in Section 120.573, Florida Statutes, the timely agreement of all parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within sixty (60) days of the execution of the mediation agreement. If mediation results in settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties to the mediation agreement. Persons whose substantial interests will be affected by such a modified final decision of the Department have a right to petition for a hearing only in accordance with the requirements for such petitions set forth above, and must therefore file their petitions within twenty-one (21) days of receipt of this notice. If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under Sections 120.569 and 120.57, Florida Statutes, remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action and electing remedies under those two statutes.

29. This Agreement is a final agency action of the Department pursuant to Section 120.52(7), Florida Statutes, and is final and effective on the date filed with the Clerk of the Department unless a petition for administrative hearing is filed in accordance with Chapter 120, Florida Statutes. Upon timely filing of a petition, this Agreement will not be effective until further order of the Department.

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PAN AMERICAN CORAL TERRACE, LTD.
By: Pan American Ventures 3, LLC, General Partner
By: Carlos C. Lopez-Cantera, Managing Member

DONE AND ORDERED this 14th day of June, 2012, in Palm Beach County, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

JILL S. CREECH, P.E.
Director of District Management
400 North Congress Ave., Suite 200
West Palm Beach, FL 33401-2913
Telephone: 561/681-6600

FILING AND ACKNOWLEDGEMENT FILED, on this date, pursuant to §120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk _____ Date 6-14-2012

cc: Wilbur Mayorga, P.E., Miami-Dade RER, mayorw@miamidade.gov
Carlos C. Lopez-Cantera, Pan American Coral Terrace, LTD, clc@panamgroup.com
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