

RESOLUTION NO. 14- 1264

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A REQUEST IN ACCORDANCE WITH SUBSECTION 13-308(F)(2) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A PRELIMINARY PLAT ENTITLED “CUMMINS MIAMI LAKES” SUBMITTED FOR PROPERTY LOCATED AT 6350 NW 167TH STREET, MIAMI LAKES, FLORIDA, WITH DESIGNATED FOLIO NUMBER 32-2013-056-0010, IN THE IU-C, INDUSTRIAL USE CONDITIONAL ZONING DISTRICT; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Subsection 13-308(f)(2) of the Town of Miami Lakes’ (the “Town”) Land Development Code (the “LDC”), Cummins Power South, LLC (the “Applicant”) has applied to the Town for approval of a preliminary plat, a copy of the Plat being attached hereto as Exhibit “A” and incorporated herein by reference (the “Preliminary Plat”), for property legally described as

Tract A of Miami Lakes Carmax, according to the plat thereof as recorded in Plat Book 164, Page 33 of the Public Records of Miami-Dade County, Florida,

containing approximately 304,222 square feet (6.9840 acres) of land, with a physical address of 6350 NW 167th Street, Miami Lakes, Florida, and assigned folio number 32-2013-056-0010; and

WHEREAS, Subsection 13-308(f)(2) of the Town LDC sets forth the authority of the Town Council to consider and act upon an application for a preliminary plat; and

WHEREAS, in accordance with Section 13-309 of the Town LDC, proper notice was mailed to the appropriate property owners of record, the property was posted as required, the hearing was duly advertised in the newspaper, and courtesy mailed notice was provided to homeowners’ and/or condominium associations and/or neighborhood organizations which are located within a 1-mile radius of the property; the public hearing on the Preliminary Plat was noticed for Tuesday, October 28, 2014, at 6:30 P.M. at Town Hall, 6601 Main Street, Miami

Lakes, Florida; and all interested parties have had the opportunity to address their comments to the Town Council; and

WHEREAS, Town staff has reviewed the application and recommends approval, subject to conditions, of the request for a Preliminary Plat, as set forth in the Town's Staff Analysis and Recommendation, a copy of which is on file in the Town's Clerk's Office and incorporated into this Resolution by reference; and

WHEREAS, the Town Planner, acting as the Administrative Official, has determined that the Applicant has met the conditions and prerequisites imposed in Section 13-308 of the LDC; and

WHEREAS, the Town Council, in accordance with Section 13-308(f)(2)(c)(3) has considered the physical characteristics of the property, the availability of community services, traffic impact, economic impacts, appropriateness of the type and intensity of the proposed development, existing and future development, existing and future development patterns, compliance with land development regulations, relationship of the project to the capital improvements program; and other such factors as may relate to the Comprehensive Plan or elements thereof; and

WHEREAS, the Town Council, in accordance with Section 13-308(f)(2)(c)(4) of the LDC, has considered the written recommendations of staff, any other reviewing agencies, and presentations by the public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Preliminary Plat. Subject to the conditions set forth in Section 3 of this Resolution, the Preliminary Plat for "CUMMINS MIAMI LAKES," as more particularly described below and attached hereto as Exhibit "A", is approved:

Legal Description: Tract A of Miami Lakes Carmax, according
to the plat thereof as recorded in Plat Book 164, Page 33 of
the Public Records of Miami-Dade County, Florida

Folio Number: 32-2013-056-0010

Section 3. Conditions of Approval. The Town Council approves the Preliminary Plat in Section 2, above, subject to the following conditions:

- (a) The approval of the preliminary plat shall be in accordance with the copy of the “Boundary and Topographic Survey and Tentative Plat of CUMMINS MIAMI LAKES as submitted for approval to the Town Council and prepared by Pulice Land Surveyors, Inc., John F. Pulice, Professional Surveyor and Mapper, State of Florida, License No. 2691, consisting of one (1) sheet and stamped as received on 10.06.14.
- (b) Prior to the approval of the final plat, all easements proposed to be established by instrument shall be shown on the final plat, noting the Official Records Book and page wherein they are established, subject to the approval of Miami-Dade County and the Town of Miami Lakes.
- (c) The Applicant shall comply, prior to final plat approval, with all platting requirements of the Town LDC and Chapter 28 of the Miami-Dade County Code.
- (d) No certificate of occupancy (CO) shall be issued until the final plat is recorded.
- (e) The Applicant shall obtain approval of a final plat in accordance with the Town LDC for the requested preliminary plat, as approved herein, within one year of the date of this approval, unless an extension is granted by the Town Council in accordance with the provisions of Subsection 13-308(f)(5). If a final plat is not obtained within the prescribed time limit, then this approval shall become null and void.

Section 4. Violations of Conditions. Failure to adhere to the terms and conditions of this Resolution shall be considered a violation of the Town LDC and persons found violating the conditions shall be subject to the penalties prescribed by the Town LDC, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town LDC before it may commence operation, and that the foregoing approval in this Resolution may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town LDC.

Section 5. Authorization. Subject to review by the Town Attorney, the Town Manager, the Town Clerk and the Town Surveyor are authorized to sign the face of the Preliminary Plat and to execute any other required documents necessary for approval of the Preliminary Plat consistent with and to implement the intent of the Town Council.

Section 6. Appeal. In accordance with Section 13-310 of the Town LDC, the Applicant or any affected party, may seek review of development orders of the Town Council by the filing of an appeal or writ of certiorari in the appropriate court as prescribed in the Florida Rules of Appellate Procedure.

Section 7. Effective date. This Resolution shall become effective immediately upon adoption hereof.

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Passed and adopted this 28th day of October, 2014.

The foregoing resolution was moved for adoption by Councilman Daubert. The motion was seconded by Councilman Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Wayne Slaton	<u>YES</u>
Vice Mayor Manny Cid	<u>YES</u>
Councilmember Tim Daubert	<u>YES</u>
Councilmember Tony Lama	<u>YES</u>
Councilmember Ceasar Mestre	<u>YES</u>
Councilmember Frank Mingo	<u>YES</u>
Councilmember Nelson Rodriguez	<u>YES</u>

Wayne Slaton
Wayne Slaton
MAYOR

Attest:

M. Tejeda
Marjorie Tejeda
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT “A”

BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT

CUMMINS MIAMI LAKES

A PORTION OF SECTION 13, TOWNSHIP 52 SOUTH, RANGE 40 EAST,
TOWN OF MIAMI LAKES,
MIAMI-DADE COUNTY, FLORIDA

FOR
CUMMINS POWER SOUTH
5125 HIGHWAY 85
ATLANTA, GEORGIA 30349
PHONE: (404) 763-0151

CONTACT PERSON INFORMATION

PULICE LAND SURVEYORS, INC. - JANE STORMS
TELEPHONE NUMBER: 954-572-1777
FAX NUMBER: 954-572-1778
E-MAIL ADDRESS: JANE@PULICE.LANDSURVEYORS.COM

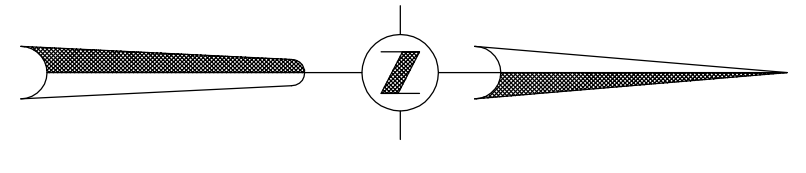
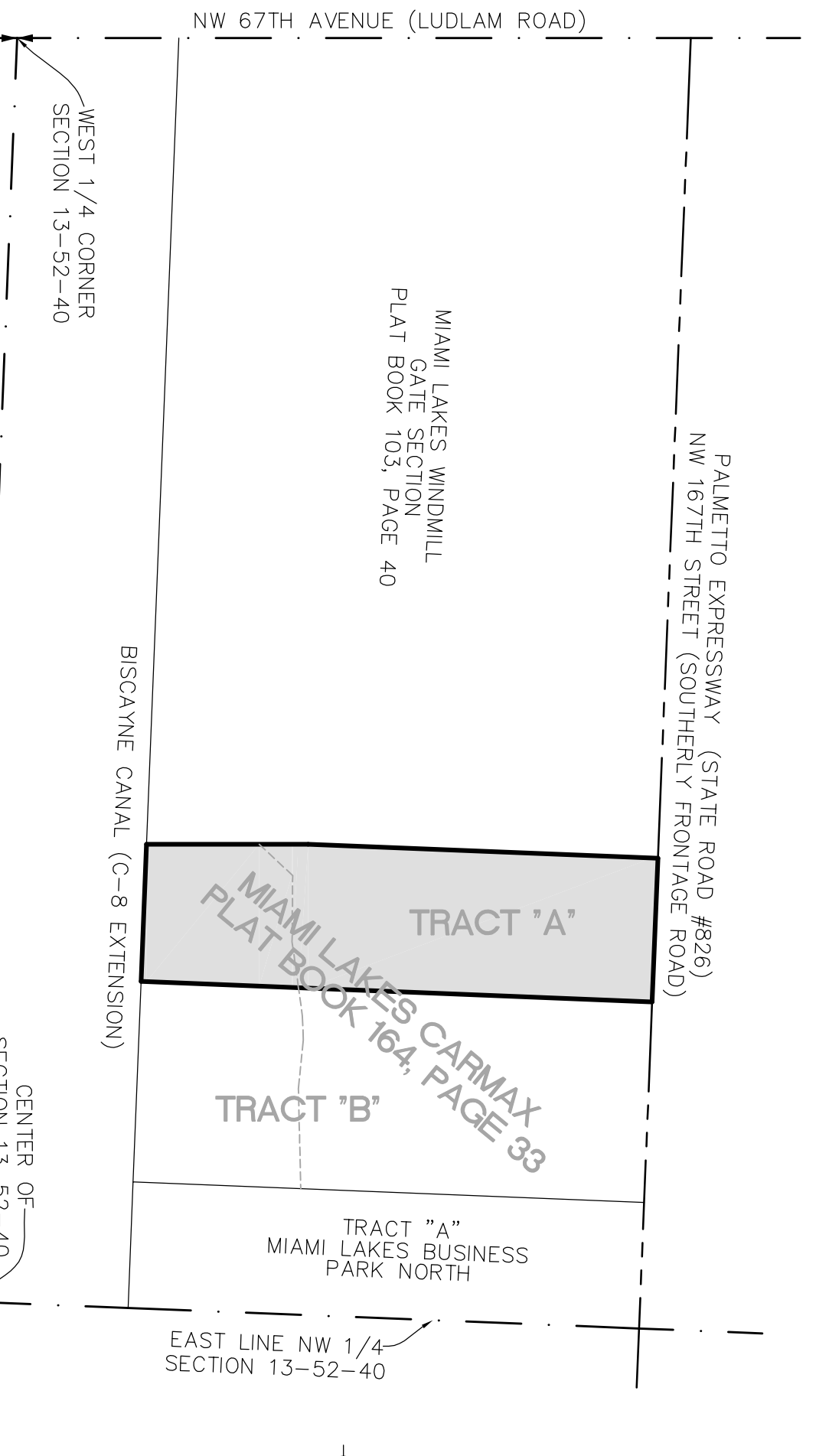
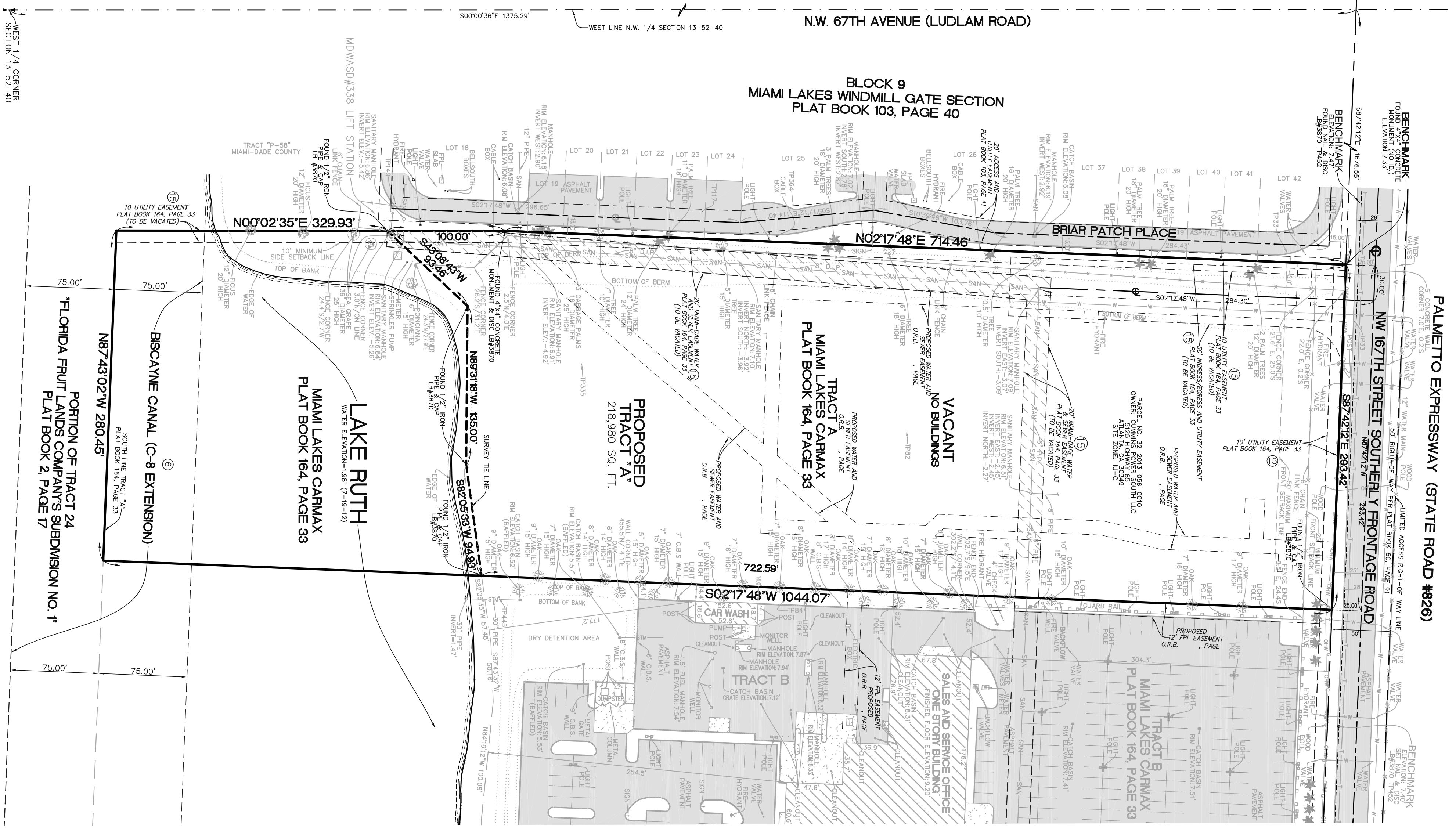
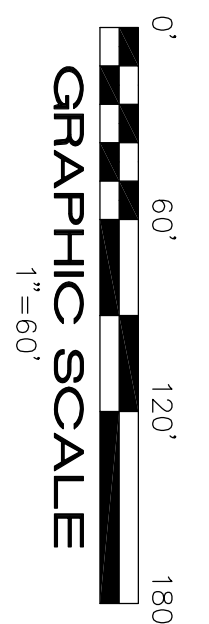
DEVELOPMENT INFORMATION				
TRACT	LAND USE	SQUARE FEET	HOURS OF OPERATION	# OF EMPLOYEES
A	INDUSTRIAL	21,000	7 AM-7 PM	N/A
A	COMMERCIAL	2,500	7 AM-7 PM	N/A
A	OFFICE	5,500	7 AM-7 PM	N/A
				5

LEGAL DESCRIPTION:

TRACT A OF MIAMI LAKES CARMAX, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 164, PAGE 33 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

NOTES:

- 1.) THIS SITE CONTAINS A GROSS AREA OF 304,222 SQUARE FEET (6,9840 ACRES). THE LAND NORTH OF THE SURVEY LINE HAS AN AREA OF 218,950 SQUARE FEET (5.0271 ACRES) MORE OR LESS.
 - 2.) THE SURVEY IS BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929 MIAMI-DADE COUNTY BENCH MARK 730.
 - 3.) FLOOD ZONE: AS BASE FLOOD ELEVATION, 6 FEET; RANGE #120666, 01/16; MAP DATE: 09/11/09.
 - 4.) THIS SITE LIES IN SECTION 13, TOWNSHIP 52 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.
 - 5.) BEARINGS ARE BASED ON THE NORTH LINE OF TRACT "A," BEING S87°42'12"E.
 - 6.) REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THE INFORMATION BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
 - 7.) THIS SURVEY IS CERTIFIED EXCLUSIVELY TO:
CUMMINS POWER SOUTH AND CHICAGO TITLE INSURANCE COMPANY.
8.) ALL UTILITIES SHOWN ARE BASED ON RECORDS AND FIELD SURVEYS ON THIS SURVEY IS 40.07'.
 - 9.) THE VERTICAL ACCURACY OF ELEVATIONS IS WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS 40.07'.
 - 9) THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE, ORDER NO. 3864621 PROVIDED BY CHICAGO TITLE INSURANCE COMPANY, EFFECTIVE DATE JUNE 25, 2012 AT 11:00 P.M. (REVISED JULY 6, 2012).
- THE FOLLOWING ITEMS ARE SCHEDULE B SECTION II EXCEPTIONS TO SAID COMMITMENT:
- ITEMS 1, 2, 3, 4 & 5—STANDARD EXCEPTIONS NOT ADDRESSED.
- ITEM 6—CANAL RESERVATIONS IN CERTAIN DEEDS IN DEED BOOK 46, PAGE 240, DEED BOOK 230, PAGE 429, DEED BOOK 275, PAGE 316 AND CANAL EASEMENT FOR BISCAYNE CANAL C-8 EXTENSION IN PLAT BOOK 164, PAGE 33.
- ITEM 7—COVENANT IN O.R.B. 15292, PAGE 939 AFFECTS THIS SITE BUT IS NOT PLOTTABLE.
- ITEM 8—AGREEMENTS IN O.R.B. 11387, PAGE 1388 AND O.R.B. 9322, PAGE 837 AFFECT THIS SITE BUT ARE NOT PLOTTABLE.
- ITEM 9—AGREEMENTS IN O.R.B. 11387, PAGE 1413 AND O.R.B. 9322, PAGE 813 AFFECT THIS SITE BUT ARE NOT PLOTTABLE.
- ITEM 10—ORNAMANCE IN O.R.B. 11052, PAGE 70 AND RESOLUTION IN O.R.B. 12047, PAGE 626 AFFECT THIS SITE BUT ARE NOT PLOTTABLE.
- ITEM 11—EASEMENTS, RESTRICTIONS, DEDICATIONS AND MATTERS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 164, PAGE 33, BUT NOT PLOTTABLE.
- ITEM 12—DECLARATION OF EASEMENTS IN O.R.B. 17552, PAGE 157 DOES NOT AFFECT THIS SITE (ABANDONED BY PLAT RECORDED IN PLAT BOOK 164, PAGE 33)
- ITEM 13—AGREEMENTAL DELETED.
- ITEM 14—INTENTIONALLY DELETED.
- ITEM 15—MATTERS CONTAINED ON THE PLAT RECORDED IN PLAT BOOK 164, PAGE 33 AFFECT THIS SITE AS DEPICTED HEREON.
- ITEM 16—TERMS, CONDITIONS, OBLIGATIONS, RESTRICTIONS, EASEMENTS, AND COVENANTS IN O.R.B. 26463, PAGE 1489 AFFECT THIS SITE BUT ARE NOT PLOTTABLE.
- ITEM 17—DECLARATION RECORDED IN O.R.B. 22752, PAGE 3476 AFFECTS THIS SITE BUT IS NOT PLOTTABLE.
- ITEM 18—DECLARATION RECORDED IN O.R.B. 22987, PAGE 144 AFFECTS THIS SITE BUT IS NOT PLOTTABLE.
- ITEM 19—PPL EASEMENT RECORDED IN O.R.B. 23625, PAGE 1532, AND RELEASED IN O.R.B. 28603, PAGE 1280, AFFECTS THIS SITE BUT IS NOT PLOTTABLE.
- ITEM 20—EASEMENT IN O.R.B. 24364, PAGE 2030 DOES NOT AFFECT THIS SITE.
- 10) THIS SITE WILL BE SERVED BY MIAMI-DADE WATER AND SEWER DEPARTMENT.
- 11) THE SITE ENCUMBRANCES, ALL OF FOLIO NUMBER 22-2013-036-0010.
- 12) BOOK 120, PAGE 13 SHEET 2 OF 5.
- 13) AN EXPRESS EASEMENT OF THIS PLAT IS TO CLOSE, VACATE, ABANDON AND DISCONTINUE FROM PUBLIC USE A PORTION OF THAT CERTAIN 20' MIAMI-DADE WATER AND SEWER DEPARTMENT EASEMENT SHOWN ON "MIAMI LAKES CARMAX," PLAT BOOK 164, PAGE 33.
- 14) THIS SITE IS IN ZONE I-U-C (INDUSTRIAL CONTROL, DISTRICT). MINIMUM BUILDING SETBACK FROM FRONT PROPERTY LINE SHALL BE 25' ON PARCELS OF UP TO 2 ACRES (NET) IN SIZE. FOR PARCELS OF 2 ACRES (NET) OR MORE, THE MINIMUM BUILDING SETBACK FROM FRONT PROPERTY LINE SHALL BE 15% OF THE LESSER DIMENSION OF THE PROPERTY PROPOSED FOR USE, BUT THE MINIMUM FRONT SETBACK SHALL BE 30 FEET. MINIMUM BUILDING SETBACK FROM SIDE PROPERTY LINE SHALL BE 10 FEET. MINIMUM BUILDING SETBACK FROM REAR PROPERTY LINE ON A THROUGH LOT SHALL BE THE SAME AS REQUIRED FOR THE FRONT SETBACK OF THE PARTICULAR LOT CONCERNED. REAR SETBACKS SHALL BE AS FOLLOWS: 20' FROM A DEDICATED ALLEY IN COMPUTING THIS SETBACK; 5' FROM A BUSINESS OR INDUSTRIAL DISTRICT BOUNDARY WHERE ANY OPENINGS ARE PROVIDED IN THE WALL OF A PROPOSED STRUCTURE ADJACENT TO THE REAR LOT LINE; 10' FROM A BUSINESS OR INDUSTRIAL DISTRICT BOUNDARY WHERE NO OPENINGS ARE PROVIDED IN THE WALL OF A PROPOSED STRUCTURE ADJACENT TO THE REAR LOT LINE. REAR SETBACKS ESTABLISHED ABOVE SHALL ALSO APPLY TO ACCESSORY BUILDINGS, MIAMI-DADE COUNTY, FLORIDA CODE OF ORDINANCES SECTION 33-273.



CERTIFICATION:
I HEREBY CERTIFY THAT THERE ARE NO EXISTING UTILITIES, IMPROVEMENTS OR STRUCTURES ON THE LANDS HEREIN DESCRIBED OTHER THAN SHOWN, AND THAT THIS TENTATIVE PLAT AS SHOWN WAS MADE UNDER MY DIRECTION IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (FDACS) NUMBER 30-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

COPIES OF THIS SKETCH ARE INVALID UNLESS EMBOSSED WITH THE SEAL OF THE UNDERSIGNED.

JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER L52691
 BERTH BURNS, PROFESSIONAL SURVEYOR AND MAPPER L56136
STATE OF FLORIDA

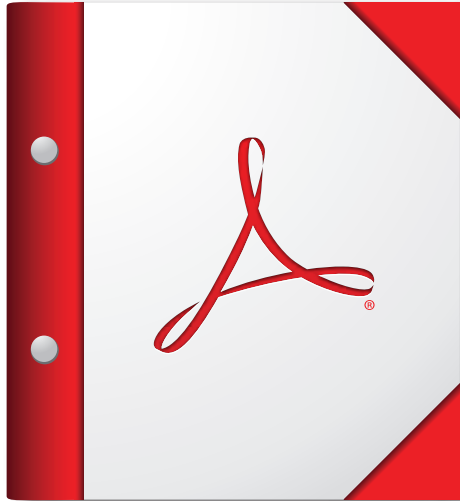
NO.	REVISIONS	BY
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CUMMINS MIAMI LAKES
SOUTHERLY FRONT ROAD (NEW 89' STREET)
MIAMI LAKES, MIAMI-DADE COUNTY, FLORIDA

BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNSHINE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@puliceandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: WLZ
SCALE: 1" = 60'
CHECKED BY: CJFP
SURVEY DATE: 02/24/14
FILE: CUMMINS POWER SOUTH
ORDER NO.: 87821



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OPINION OF TITLE

DATE: August 5, 2014

TO: Miami Lakes

With the understanding that this Opinion of Title is furnished to Miami Lakes and Miami-Dade County, as inducement for acceptance of Development Agreement, or in compliance with Chapter 28, as an inducement for acceptance of a proposed final subdivision plat covering, covering the real property hereinafter described, it is hereby that I have examined the title policy No:FL6744-46-3864621-2013.7230609-89068228 issued on April 25, 2013 at 9:10am by Chicago Title Insurance Co. (a copy of which is attached as Exhibit "A") and the title search report from Stewart Guaranty Company (Exhibit "B") together both cover the period from the beginning to 7/22/2014, at the hour of 8 am, inclusive, of the following described property:

- 1. Tract A of MIAMI LAKES CARMAX, according to the plat thereof as recorded in Plat Book 164, Page 33 of the Public Records of Miami-Dade County, Florida.**

I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

Cummins Power South, LLC, a Georgia limited liability company

Subject to the following encumbrances, liens, and other exceptions (If "none" please indicate):

**See attached Title policy (Ex. A) and;
Title report (Ex. B) listing all exceptions on the Property.**

- 1. RECORDED MORTGAGES: none**
- 2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS: see attached**
- 3. GENERAL EXCEPTIONS: see attached**
- 4. SPECIAL EXCEPTIONS: see attached**

I hereby certify that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following party(ies) must join in the plat in order to make the plat a valid and binding covenant on the lands described herein:

Cummins Power South, LLC, a Georgia limited liability company (owners)

(DATE)

The following is a description of the aforementioned abstract and its continuations:

NUMBER COMPANY CERTIFYING NO. OF ENTRIES PERIOD COVERING

See Title Policy No:FL6744-46-3864621-2013.7230609-89068228 issued on April 25, 2013 at 9:10am by Chicago Title Insurance Co. (Ex. A)

See Title search report File No: 11050325 for search period through 7/22/2014 at 8:00am from Stewart Guaranty Company (Ex. B)

I hereby certify that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this August 5, 2014.



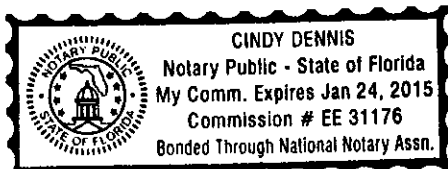
Timothy H. Kenney, Esq.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, this day of August 5, 2014, by Timothy H. Kenney, who is either personally known to me or who has produced _____ as identification and who did/did not take an oath, depose and state that she is the individual described in and who executed the foregoing instrument for the purposes therein expressed.



Notary Public, State of Florida
My commission number is:





POLICY NO.: FL6744-46-3864621-2013.7230609-89068228

OWNER'S POLICY OF TITLE INSURANCE
Issued by
Chicago Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any Improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.



Exhibit A

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

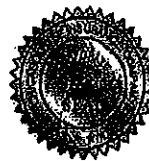
The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

FL6744 3864621
 Chicago Title Insurance Company
 5690 W Cypress St Ste A
 Tampa, FL 33607
 Tel: (813) 254-2100
 Fax: (813) 885-3322

CHICAGO TITLE INSURANCE COMPANY

By:



Robert M. [Signature]
 ATTEST President

[Signature]
 Secretary

Countersigned: *[Signature]*
 Authorized Signatory



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.



CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, ~~(ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to~~

the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as

confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- ~~(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent~~

manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys'



fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Chicago Title Insurance Company, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.



**POLICY OF TITLE INSURANCE
SCHEDULE A**
Chicago Title Insurance Company

Chicago Title Insurance Company
5690 West Cypress Street, Suite A
Tampa, FL 33607

Policy Number: FL6744-46-3864621-2013.7230609-89068228

Order Number: 3864621
Customer Reference: EX1200519
Amount of Insurance: \$2,550,000.00
Premium:

Address Reference: FL Miami-Dade County, FL
(for informational purposes only)

Date of Policy: April 25, 2013 at 9:10 AM

1. **Name of Insured:**
Cummins Power South, LLC, a Georgia limited liability company
2. **The estate or interest in the land that is insured by this policy is:**
Fee Simple
3. **Title is vested in:**
Cummins Power South, LLC, a Georgia limited liability company
4. **The land referred to in this policy is described in Exhibit "A" attached hereto and made part hereof.**

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

EXHIBIT "A"

Tract A of MIAMI LAKES CARMAX, according to the plat thereof as recorded in Plat Book 164, Page 33, of the Public Records of Miami - Dade County, Florida.



**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes and assessments for the year 2013 and subsequent years, which are not yet due and payable.
2. Canal Reservations in favor of The Trustees of the Internal Improvement Fund of the State of Florida contained in those certain Deeds filed January 1, 1909, in Deed Book 46, page 240, filed October 11, 1920, in Deed Book 230, page 429, filed October 18, 1921, in Deed Book 275, page 318, Public Records of Miami-Dade County, Florida, and Canal Easement for Biscayne Canal C-8 Extension.
3. Covenant Running With The Land in favor of Metropolitan Dade County filed December 3, 1991, in Official Records Book 15292, page 939, Public Records of Miami-Dade County, Florida.
4. Agreements for the Construction of Water Facilities and for the Provision of Water Service filed March 23, 1982, in Official Records Book 11387, page 1388, filed May 12, 1976, in Official Records Book 9322, page 837, Public Records of Miami-Dade County, Florida.
5. Agreements for the Construction of Sanitary Facility and for the Disposal of Sanitary Sewage, filed March 23, 1982 in Official Records Book 11387, page 1413, filed May 12, 1976, in Official Records Book 9322, page 813, Public Records of Miami-Dade County, Florida.
6. Ordinance Relating to "Miami Lakes Parks and Street Lighting Improvement District", filed March 24, 1961, in Official Records Book 11052, page 70, Public Records of Dade County, Florida, and Resolution providing for annual assessments against real property located within boundaries of "Miami Lakes Park and Street Lighting Improvement Special Taxing District" filed February 3, 1984, in Official Records Book 12047, page 626, Public Records of Miami-Dade County, Florida.
7. Easements, restrictions, dedications and other matters shown on that certain Plat of Miami Lakes Business Park North, according to the Plat thereof as recorded in Plat Book 149, page 20, Public Records of Miami-Dade County, Florida.
8. Declaration of Easements dated September 11, 1996, recorded September 13, 1996 in Official Records Book 17352, page 1573, Public Records of Miami-Dade County, Florida, and rights and obligations in connection with Business Park North Association, Inc., a not-for-profit corporation, as limited and partially terminated in the replat, however the Company does not insure the extent of the limitation or termination by said replat. And unrecorded First Amendment to Declaration of Easements and Second Amendment to Declaration of Easement recorded April 25, 2013 in Official Records Book 28598, page 4131, Public Records of Miami-Dade County, Florida.
9. Agreement for Water and Sanitary Sewage Facilities dated September 6, 1996 and recorded September 12, 1996 in Official Records Book 17351, page 2954, Public Records of Miami-Dade County, Florida.



**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

10. The following matters contained on the Plat of MIAMI LAKES CARMAX, recorded in Plat Book 164, Page 33, of the Public Records of Miami-Dade County, Florida:

- a. Owner's Plat Restrictions:
 - i. The utility easements shown on the plat, excluding however, the 20 foot sanitary sewer easement shown on the plat are provided for the installation and maintenance of public utilities, including but not limited to, sanitary sewer lines.
 - ii. The Sanitary sewer easement shown on the plat is reserved for the installation and maintenance of sanitary sewer facilities.
- b. Town of Miami Lakes Plat Restrictions:
 - i. The southerly frontage road shown on the plat, together with all existing and future planting, trees, shrubbery and fire hydrants are dedicated to the perpetual use of the public for proper purposes, reserving to the dedicators, their successors or assigns the reversion(s) thereof whenever discontinued by law.
- c. Miami-Dade County Plat Restrictions:
 - i. That all new electric and communication lines, except transmission lines, shall be installed underground.
 - ii. That individual wells shall not be permitted within the subdivision except for swimming pools, sprinkler systems and/or air conditioners.
 - iii. That the use of septic tanks will not be permitted on any tract within this subdivision unless approved for temporary use in accordance with county and state regulations.
 - iv. That the areas adjacent to the lake are to be graded to prevent over land storm water discharge (run off) into the land.
 - v. That no positive drainage from this subdivision will be allowed to enter the adjacent lake except as a result of the issuance of a Class II permit from the Dept. of Environmental Resource Management.
 - vi. The ingress/egress easements shown on the plat are reserved for vehicular and pedestrian ingress and egress to both parcels within this subdivision as appurtenant easements benefitting and burdening the tracts within the subdivision.
- d. 10 foot utility easement along the westerly and northerly boundary line.
- e. 50 foot ingress, egress and utility easement along the westerly side of the insured lands.
- f. 20 foot Miami-Dade Water and Sewer easement running east and west through and along the westerly boundary line of the insured lands.
- g. 75 feet of a 150 foot canal easement (C-8 Extension) along the southerly boundary line.
- h. Subject to Declaration of Easements recorded in Official Records Book 17382, page 1573, as limited and partially terminated in the replat, however the Company does not insure the extent of the limitation or termination by said replat.
- i. Subject to easement, restrictions and other matters shown on Plat Book 149, page 20.

11. Terms, conditions, obligations, restrictions, easements and covenants appearing in Declaration of Protective Covenants and Easements recorded July 7, 2008 in Official Records Book 26465, page 1499, Public Records of Miami - Dade County, Florida. And amended by Amended and Restated Declaration of Protective Covenants and Easements recorded April 25, 2013 in Official Records Book 28598, page 4098.

12. Agreement for Water and Sanitary Sewage Facilities between Miami-Dade County and Carmax Auto Superstores, Inc., recorded October 21, 2004 in Official Records Book 22752, Page 3476, Public Records of Miami - Dade County, Florida.



**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

13. Declaration of Landscaping and Maintenance Covenant recorded January 10, 2005 in Official Records Book 22987, Page 144, Public Records of Miami - Dade County, Florida. And First Amendment and Partial Release of Declaration of Landscaping and Maintenance Covenant recorded April 25, 2013 in Official Records Book 28598, page 4117.
14. Agreement for Water and Sanitary Sewage Facilities filed November 21, 2012 in Official Records Book 28367, page 4577.
15. The following matters shown on survey prepared by Pulice Land Surveyors Inc., dated July 19, 2012:
 - a. 6' chain link fence encroaching into a 10' platted utility easement and into a 20' platted access and utility easement along the westerly boundary line of the subject property.
 - b. Overhead utility line running onto the subject property at the northeasterly corner.
16. The rights of the public, including adjacent property owners, to use the waters in and over the submerged land for drainage, boating, fishing, swimming or other public purposes.

NOTE: All recording references in this commitment/policy shall refer to the public records of Miami-Dade County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the Insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Chicago Title Insurance Company, Telephone 1-800-669-7450.



ENDORSEMENT

Attached to and made a part of Policy Number: FL6744-46-3864621-2013.7230609-89068228

The Company insures the Insured against loss or damage sustained by reason of:

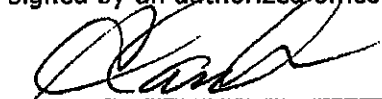
1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B:
 - a. Present violations on the land of any enforceable covenants, conditions or restrictions.
 - b. Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land; (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; or (iii) provides a right of reentry, possibility of reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions.
 - c. Any encroachment onto the land of existing improvements located on adjoining land.
 - d. Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
2. Damage to buildings constructed on the land after Date of Policy resulting from the future exercise of any right existing at Date of Policy to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraph 1 (a), the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and valid when signed by an authorized officer or licensed agent of the Company.



Authorized Officer or Licensed Agent

ENDORSEMENT

Attached to and made a part of Policy Number: FL6744-46-3864621-2013.7230609-89068228

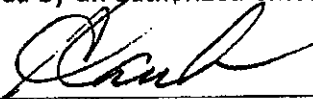
"The Company hereby acknowledges the lands described in Schedule A are the same lands described in the survey prepared by Pulice Land Surveyors Inc., dated July 29, 2012; however, the Company does not insure the accuracy or completeness of said survey."

The total liability of the Company under said policy, binder or commitment and under this and any prior endorsements thereto shall not exceed, in the aggregate, the amount of liability stated on the face of said policy, binder or commitment, as the same may be specifically amended in dollar amount by this or any prior endorsements and the costs which the Company is obligated to pay under the Conditions and Stipulations of the policy.

This endorsement is made a part of said policy, binder or commitment and is subject to all the terms and provisions thereof, except as modified by the provisions hereof.

Nothing herein contained shall be construed as extending or changing the effective date of the aforesaid policy, binder or commitment unless otherwise expressly stated.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and valid when signed by an authorized officer or licensed agent of the Company.



Authorized Officer or Licensed Agent

PropertyInfo Title Search Services

TITLE SEARCH REPORT

File #: CUM5585

Associated File # 11050325

PropertyInfo Title Search Services and/or their agent has searched the Miami-Dade County, Florida records for the period shown relative to title to the real property described below, and provides the following title search report (TSR) for Timothy H. Kenney P.A.

Search Type: FL Commercial O and E

The search period was to at 08:00.

Property Address: , FL

Seller: Cummins Power South, LLC

Buyer/Borrower:

Title Vested In: -

Interest or Estate (Fee Simple/Leasehold): -

Taxes

Exhibit B

Mortgages, Liens & Court

Note: O and E Order, please see attached report

Additional Matters of Record

Note: O and E Order, please see attached report

County Notes

Tax Contact Info:
(305) 270-4949

Tax Site:
<http://www.miamidade.gov/taxcollector/>

Notice: This report, as written (and any supplements or amendments hereto), is issued solely for use in connection with the issuance of Commitments for Title Insurance, Policies of Title Insurance, Preliminary and Final Judicial Reports, or Title Guaranties of Stewart Title Guaranty Company. This report shall not be considered, nor used as a commitment or policy of title insurance.

THIS REPORT IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT

File No.: CUM5585

OWNERSHIP AND ENCUMBRANCE REPORT

THIS CERTIFIES, that according to the records in the Office of the Clerk of the Circuit Court of Miami-Dade County, State of Florida, from 4/25/2013 to 07/22/2014 @ 08:00 AM, Cummins Power South, LLC, a Georgia limited liability company, by virtue of that certain Special Warranty Deed recorded in Official Records Book 28598 Page 4115, of the Public Records of Miami-Dade County, Florida. is/are the apparent record owner(s) of the following described land (hereinafter referred to as the "Property"), situate, lying and being in the County of Miami-Dade, State of Florida, to-wit:

LEGAL DESCRIPTION:

TRACT A of MIAMI LAKES CARMAX, according to the plat thereof as recorded in Plat Book 164, page 33, of the Public Records of Miami - Dade County, Florida.

SUBJECT TO THE FOLLOWING:

1. **Taxes and assessments for the year 2013 under Tax I.D. Number 32-2013-056-0010, showing a gross amount of \$45,868.78 were paid in the amount of \$44,034.03 on 12/10/2013.**
2. **Notice of Commencement recorded on 02/13/2014, in Official Records Book 29030, Page 817, of the Public Records of Miami-Dade County, Florida.**
3. **Plat as recorded in Plat Book 164, Page 33, of the Public Records of Miami-Dade County, Florida.**
4. **Restrictive covenants, conditions and easements as contained in instrument recorded 04/25/2013, in Official Records Book 28598, Page 4098, of the Public Records of Miami-Dade County, Florida.**
5. **Restrictive covenants, conditions and easements as contained in instrument recorded 04/25/2013, in Official Records Book 28598, Page 4117, of the Public Records of Miami-Dade County, Florida.**
6. **Amendment to declaration of easements as contained in instrument recorded 04/25/2013, in Official Records Book 28598, Page 4131, of the Public Records of Miami-Dade County, Florida.**
7. **Partial release of easement as contained in instrument recorded 04/29/2013, in Official Records Book 28603, Page 1280, of the Public Records of Miami-Dade County, Florida.**
8. **Assignment, Assumption and Acceptance of Agreement Rights recorded 5/14/2013 in Official Records Book 28628 Page 1206, of the Public Records of Miami-Dade County, Florida.**

OWNERSHIP AND ENCUMBRANCE REPORT (continued)

MISCELLANEOUS INSTRUMENTS:

(The items shown herein are the only pertinent instruments affecting the above land, for the period stated above)

THIS COMPANY, in issuing this O & E Report (hereinafter referred to as the "Report"), assumes no liability on account of any instrument or proceedings, in the chain of title to the Property, which may contain defects that would render such instrument or proceedings null and void or defective. All instruments in the chain of title to the Property are assumed to be good and valid.

The Company's liability for this Report is limited to \$1,000 and extends only to the Customer who placed the order with the Company. No one else may rely upon this Report. Customer, by accepting this Report, agrees to indemnify and hold Company harmless from any claims or losses in excess of the limited amount stated above. This Report contains no expressed or implied opinion, warranty, guarantee, insurance or other similar assurance as to the status of title to real property. This report should only be relied upon for title information and, therefore, should be verified by a commitment for title insurance.

**Issued: 08/01/2014
Property Info Corporation**



AT&T Florida
8101 NW 90 St
Miami, FL 33166

T: 305-887-4898
www.att.com

RECEIVED
09.05.14

August 27, 2014

Mr. Jorge Ubieta, Jr.
Miami-Dade Plat Committee
Stephen P. Clark Center
111 NW 1st Street, 11th Floor
Miami, FL 33128-1970

Re: Utility Easement Vacation
MIAMI LAKES CARMAX PB 164-033 T-21366 TRACT A LOT SIZE 304222 SQ FT FAU 32 2013
039 0020 0030 0040
Miami-Dade County, Florida

Dear Mr. Ubieta,

On behalf of Bellsouth Telecommunications, LLC d/b/a AT&T Florida, this letter shall serve as notice of “**non-objection**” to the vacation of the underlying, platted utility easements as recorded on the plat entitled “Miami Lakes Carmax”, recorded in Plat Book 164, Page 33.

No existing AT&T Florida facilities of record currently occupy the subject utility easements.

Sincerely,

Thomas Presnell, Area Mgr OSP Planning & Engineering
SE Network Operations Const/Eng – SFL District

attachment

cc: Jesus Castellanos, AT&T FL
Steve Massie, AT&T FL



RECEIVED
09.05.14

Engineering – Design Department
2601 SW 145th Ave Miramar, FL 33027

Tuesday, August 12, 2014

Mr. Jorge Ubieta, Jr.
Miami-Dade Plat Committee
Stephen P. Clark Center
111 NW 1st St, 11th Floor
Miami, FL 33128-1970

RE: **“CUMMINS MIAMI LEAKES” PLAT**
Comcast ID # - CWSI-M14-1947

Dear Mr. Ubieta:

This letter is to confirm that we have no objection to the vacation of the underlying, platted utility easements as recorded on the plat entitled “MIAMI LAKES CARMAX”, recorded in Plat Book 164, Page 33.

If you have any questions or if I can be of further assistance please contact me.

Cordially,



Chris Henning
South Florida Utility Coordinator
Authorized Contractor for Comcast
954-239-8386 (Office)

www.Cable-Wiring.com

cc: Leonard Maxwell-Newbold
cc: Ric Davidson
cc: Jose Martinez



Florida City Gas™

An AGL Resources Company

955 East 25th Street
Hialeah, FL 33013

305 691 8710 phone
www.floridacitygas.com

RECEIVED
09.05.14

August 3, 2014

Attn: Mr. Jorge Ubieta, Jr.
Miami-Dade County Plat Committee
Stephen P. Clark Center
111 NW 1st Street, 11th Floor
Miami, FL 33128-1970

RE: "CUMMINS MIAMI LAKES" PLAT; Vacation of platted utility easements as recorded on the plat entitled "MIAMI LAKES CARMAX", recorded in Plat Book 164, Page 33.

Dear Mr. Ubieta:

Florida City Gas (FCG) has received a request to vacate a section of the aforementioned land. Based on a review of available records and/or field verification of existing FCG facilities, the following has been determined for the subject request:

FCG has no objections to the subject proposed vacation of easements.

If you need additional information or should any questions, comments or concerns arise, Please do not hesitate to contact me.

Regards,

Roland Ruiz, E.I.
Associate Engineer
786-457-0937
rruiz@aglresources.com

[Print](#) | [Close Window](#)

RECEIVED
09.05.14

Subject: RE: "Cummins Miami Lakes" Plat
From: "Capote, Maria T. (WASD)" <MCAPOT@miamidade.gov>
Date: Wed, Jul 30, 2014 11:44 am
To: "pls@pulicelandsurveyors.com" <pls@pulicelandsurveyors.com>
Cc: "Bello, Odalys (WASD)" <OBELLO@miamidade.gov>

At the time we received the Plat from the county or the City with the respectively Plat numbers you can contact Odalys Bello for the " No objection letter"

From: pls@pulicelandsurveyors.com [mailto:pls@pulicelandsurveyors.com]
Sent: Wednesday, July 30, 2014 11:34 AM
To: Capote, Maria T. (WASD)
Subject: RE: "Cummins Miami Lakes" Plat

No number has been assigned as of yet. Right now it is being to the City.

Thanks,

Rachel

----- Original Message -----

Subject: RE: "Cummins Miami Lakes" Plat
From: "Capote, Maria T. (WASD)" <MCAPOT@miamidade.gov>
Date: Wed, July 30, 2014 10:58 am
To: "pls@pulicelandsurveyors.com" <pls@pulicelandsurveyors.com>

Rachel,

Does this Plat was already to Plat Committee and has an assigned a Tentative Plat number?

From: pls@pulicelandsurveyors.com [mailto:pls@pulicelandsurveyors.com]
Sent: Wednesday, July 30, 2014 10:47 AM
To: Capote, Maria T. (WASD)
Cc: Bello, Odalys (WASD)
Subject: "Cummins Miami Lakes" Plat

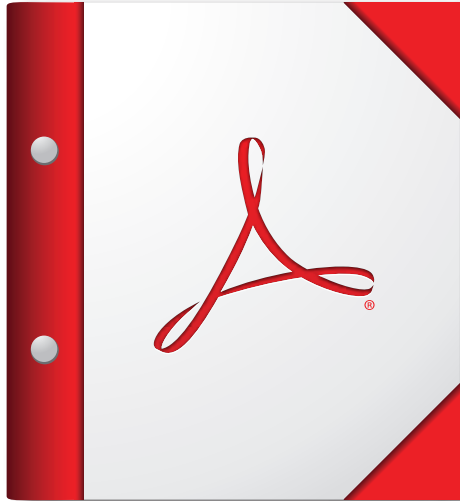
Dear Ms. Capote,

Attached please find a new plat for your review and approval.

Thank you,

Rachel Ross
Pulice Land Surveyors
954-572-1777

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MIAMI LAKES
Growing Beautifully

6601 Main Street • Miami Lakes, Florida, 33016

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov

"Cummins Power South T-Plat"

PLANNING AND ZONING PUBLIC HEARING APPLICATION

RECEIVED PLAT 2014-0001
07.17.14 Date Received

Date of Pre-application Meeting

32-2013-056-0010

NOTE TO APPLICANTS: A pre-application meeting with the Town's Planning and Zoning Department staff is required prior to official application filing. Please call 305 364-6100 for an appointment.

1. Name of Applicant Cummins Power South LLC
- a. If applicant is owner, give name exactly as recorded on deed.
 - b. If applicant is lessee, attach copy of valid lease of 1 year or more and Owner's Sworn-to-Consent form.
 - c. If applicant is corporation, partnership, limited partnership, or trustee, a separate Disclosure of Interest form must be completed.

Mailing Address 5125 Highway 85

City Atlanta State GA ZIP 30349

Tel. # (during working hours) 404-763 0151 Other Na

E-Mail: geoff.se.walker@cummins.com Mobile #: 678-296-5233

2. Name of Property Owner Same as above
- Mailing Address _____
- City _____ State _____ ZIP _____
- Tel. # (during working hours) _____ Other _____

3. Contact Person Pulice Land Surveyors, Inc Jane Storns
- Mailing Address 5381 Nob Hill Rd.
- City Sunrise State FL ZIP 33351
- Tel. # (during working hours) 954-572-1777 Other 954-572-1778
- E-Mail: jane@pulicelandsurveyors.com Mobile #: Na

4. LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THE APPLICATION
- a. If subdivided, provide lot, block, complete name of subdivision, plat book and page number.
 - b. If metes and bounds description, provide complete description (including section, township, and range).
 - c. Attach a separate typed sheet, if necessary. Please verify the accuracy of your legal description

Tract A of Miami Lakes Carmay, according to Plat Book 164
Page 33 of the public records of Miami-Dade County, FL

5. Address or location of property (including section, township, and range): Palmetto (SR 826)
(NW16T5R) Frontage Road East of NW 67th Ave. S-13-525-R40E

6. Size of property: 293.42 714.416 Acres 6.9840 (Irregular)

7. Date subject property acquired or leased 30th day of January 2013
Term of lease; na years/months.

8. Does property owner own contiguous property to the subject property? If so, give complete legal description of entire contiguous property. (If lengthy, please type on a sheet labeled "Contiguous Property.")
no

9. Is there an option to purchase or lease the subject property or property contiguous thereto? Yes No
If yes, who are the potential purchasers or lessees? (Complete section of Disclosure of Interest form, also.)

10. Present zoning classification(s): IU-C Present land use classification(s): Industrial

11. REQUEST(S) COVERED UNDER THIS APPLICATION:

Please check the appropriate box and give a brief description of the nature of the request in the space provided. Be advised that all zone changes require concurrent site plan approval.

District Boundary (Zone) Change(s):
Zoning Requested: _____

Future Land Use Map (FLUM) Amendment:
Future Land Use Requested: _____

Site Plan Approval _____

Variance _____

Preliminary Plat Approval: Replat of Tract A, Miami Lakes Carmay to vacate a utility easement

Final Plat Approval: _____

Modification of Previous Resolution/Plan/Ordinance _____

Modification of Declaration or Covenant _____

12. Has a public hearing been held on this property within the last year and a half? Yes No
If yes, applicant's name _____ Date of Hearing _____

Nature of Hearing _____

Decision of Hearing _____ Resolution # _____

13. Is this hearing being requested as a result of a violation notice? Yes No
If yes, give name to whom violation notice was served _____

Nature of violation _____

14. Are there any existing structures on the property? Yes No
If yes, briefly describe _____

15. Is there any existing use on the property? Yes No
If yes, what is the use and when was it established? _____

OWNERSHIP AFFIDAVIT
FOR
CORPORATION

Georgia
STATE OF FLORIDA
Henry
COUNTY OF MIAMI-DADE

Public Hearing No. _____

Before me, the undersigned authority, personally appeared, hereinafter the Affiants, who being first duly sworn by me, on oath, depose and say;

1. Affiants are the fee owners of the property which is the subject of the proposed hearing.
2. The subject property is legally described as: Tract A of Miami Lakes Carnax, according to the plat thereof as recorded in Plat Book 164, Page 33, of Public Records of Miami-Dade County, Florida.

3. Affiants understand this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.

Witnesses:

[Signature]
Signature MEL KOONTZ

[Signature]
As VP OPERATIONS

Print Name Shannen Tuggle

for CUMMINS POWER SOUTH, LLC

Signature Shannen Tuggle

Print Name

Sworn to and subscribed before me on the 7th day of April, 2014. Affiant is personally known to me or has produced _____ as identification.

[Signature]



Expires: Nov. 23, 2015

DISCLOSURE OF INTEREST*

If a CORPORATION owns or leases the subject property, list principal stockholders and percent of stock owned by each. [Note: Where principal officers or stockholders consist of other corporation(s), trust(s), partnership(s) or similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest.]

CORPORATION NAME: Cummins Power South, LLC

NAME AND ADDRESS: <u>5125 Highway 85, Atlanta, GA 30349</u>	Percentage of Stock
<u>Cummins INC.</u>	<u>50 %</u>
<u>MARK T. MCGAHAN</u>	<u>50 %</u>
_____	_____
_____	_____
_____	_____
_____	_____

If a TRUST or ESTATE owns or leases the subject property, list the trust beneficiaries and percent of interest held by each. [Note: Where beneficiaries are other than natural persons, further disclosure shall be made to identify the natural persons having the ultimate ownership interest.]

TRUST / ESTATE NAME: _____

NAME AND ADDRESS: _____	Percentage of Interest
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If a PARTNERSHIP owns or leases the subject property, list the principals including general and limited partners. [Note: Where partner(s) consist of other partnership(s), corporation(s), trust(s), or similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interests.]

PARTNERSHIP OR LIMITED PARTNERSHIP NAME: _____

NAME AND ADDRESS: _____	Percent of Ownership
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CERTIFICATE OF INCUMBENCY AND AUTHORITY

I, Mark J. McGahan, hereby certify on behalf of Cummins Power South, LLC (the "Company"), a limited liability company organized and existing under the laws of the State of Georgia, that (a) I am a duly elected and qualified Manager, President and Chief Executive Officer of the Company, (b) as such officer I am authorized to execute and deliver this Certificate on behalf of the Company, (c) on the date hereof, Geoffry S. Walker is a Manager and Vice President of Operations of the Company, and (d) Geoffry S. Walker is duly authorized to execute and deliver on behalf of the Company all contracts, agreements and other documents, including, but not limited to, planning and zoning applications to the City of Miami Lakes, Florida.

In Witness Whereof, the Company has caused this Certificate to be executed on April 7, 2014.

CUMMINS POWER SOUTH, LLC

By:



Mark J. McGahan
Manager, President and
Chief Executive Officer



500 Foot Mailing List

FOLIO	PROPERTY ADDRESS	OWNER1	OWNER2	MAILING ADDRESS	CITY-STATE	ZIP
3220130041400	6364 MILK WAGON LN	MAYRA BECERRA	FELIPE BECERRA	480 SW 53 ST	HIALEAH, FL	33012
3220130010080		JOE DANIEL INC		PO BOX 4944	HIALEAH, FL	33014-0944
3220130040940	6369 COTTON TAIL RD	LUCILA CIFUENTES, HR VALDEZ		5600 HARDING ST	HOLLYWOOD, FL	33021
3220130010241		JOE DANIEL INC		PO BOX 4944	HIALEAH, FL	33014-0944
3220130040920	6365 COTTON TAIL RD	PEDRO MINSAL	MARICA MINSAL	6365 COTTON TAIL	MIAMI LAKES, FL	33014-6035
3220130041350	6356 MILK WAGON LN	ORLANDO CRESPO & VERONA		6356 MILK WAGON	MIAMI LAKES, FL	33014-6082
3220130041620	16421 BRIDGE END RD	GEORGE C MCCRACKEN (TR)		16421 BRIDGE END	HIALEAH, FL	33014-6092
3220130041010	6385 JACK RABBIT LN	RODRIGO MORALES & GEMA FORTE		6385 JACK RABBIT LN	MIAMI LAKES, FL	33014-6087
3220130040900	6356 JACK RABBIT LN	JACQUELINE SHEPARD LE	REM DARCY SHEPARD JTRS	19212 WEST LAKE DR	MIAMI, FL	33015
3220130041490	6388 MILK WAGON LN	2014-1 IH BORROWER L P		901 MAIN ST #4700	DALLAS, TX	75202
3220130041610	16423 BRIDGE END RD	CATALINA G GARCIA LE	REM JOSE JUAN GARCIA	16423 BRIDGE END	MIAMI LAKES, FL	33014
3220130041640	16409 BRIDGE END RD	BLUE TECH PROPERTIES INC		1390 SOUTH DIXIE	CORAL GABLES, FL	33146
3220130041160	16382 BRIAR PATCH PL	MANUEL F NIEBLAS & MARIA	JOSE NIEBLAS & W KATHERINE	16382 BRIAR PATCH	MIAMI LAKES, FL	33014-6089
3220130041370	6352 MILK WAGON LN	VICENTE SOLARES & MIRIAM		6352 MILK WAGON	MIAMI LAKES, FL	33014-6030
3220130041270	16420 BRIAR PATCH PL	INDIANA DIAZ	VIDAL RODRIGUEZ (JTRS)	16420 BRIAR PATCH	MIAMI LAKES, FL	33014-6090
3220130041170	16384 BRIAR PATCH PL	GENEVE K WOODARD		16384 BRIAR PATCH	MIAMI, FL	33014-6089
3220130040780	6380 JACK RABBIT LN	FEDERICO J SEGARRA	MARIA DEL MAR ARAN	6380 JACK RABBIT	MIAMI LAKES, FL	33014
3220130041520	16509 BRIDGE END RD	LETICIA PALER		16509 BRIDGE END	MIAMI LAKES, FL	33014-6098
3220130041460	6382 MILK WAGON LN	DON E RODRIGUEZ & ISABEL		6382 MILK WAGON	MIAMI, FL	33014-6079
3220130041430	6370 MILK WAGON LN	PAUL K ROOS		6370 MILK WAGON	MIAMI LAKES, FL	33014-6083
3220130041140	6351 JACK RABBIT LN	DAWN P JENKINS		6351 JACK RABBIT	MIAMI LAKES, FL	33014-5905
3220130041360	6354 MILK WAGON LN	HAYDEE T HERNANDEZ	ROLANDO SERRANO	6354 MILK WAGON	MIAMI LAKES, FL	33014
3220130041410	6366 MILK WAGON LN	AMANDA CARBALLO	TYSON CARBALLO	6366 MILK WQGN	MIAMI LAKES, FL	33014
3220130041280	16422 BRIAR PATCH PL	PATRICIA M ELVIN		16422 BRIAR BAY	MIAMI LAKES, FL	33014
3220130390010	6200 NW 167 ST	MIAMI LK HY RE LLC		1 CASUARINA	CORAL GBALES, FL	33143-6501
3220130041660	16405 BRIDGE END RD	EDWARD P PAWLEY III (TR)		5018 SW 72 AVE	MIAMI, FL	33155-5529
3220130041060	6375 JACK RABBIT LN	LUIS F CHIRIBOGA		15315 SW 85 AVE	MIAMI, FL	33157
3220130040860	6364 JACK RABBIT LN	NATALIE VALDERRAMA		6364 JACK RABBIT	MIAMI LAKES, FL	33014
3220130041380	6350 MILK WAGON LN	ILIANA ZELAYA & H MARQUES		5459 SW 190 AVE	MIRAMAR, FL	33029
3220130041390	6362 MILK WAGON LN	RENE E COTO & NAYLA		6362 MILK WAGON	MIAMI LAKES, FL	33014-6082
3220130041300	16426 BRIAR PATCH PL	ALBERT VELASQUEZ	SADIE VEGA	16426 BRIAR PATCH	MIAMI LAKES, FL	33014
3220130041040	6379 JACK RABBIT LN	WILLIAM VANEGAS & LILLYAM		4229 SETTLERS CT.	ST. CLOUD, FL	34772
3220130560020	6300 NW 167 ST	CARMAX AUTO SUPERSTORES INC	ATTN TAX DEPT	PO BOX 29965	RICHMOND, VA	23242
3220130041180	16386 BRIAR PATCH PL	MARITZA C PLANES	CHRISTINA M ROBALDO JTRS	16386 BRIAR PATCH	MIAMI LAKES, FL	33014-6077
3220130041330	6360 MILK WAGON LN	LUISA JULIA SUAREZ		6360 MILKWAGON	MIAMI LAKES, FL	33014-6082
3220130040790	6381 COTTON TAIL RD	HECTOR HECTOR		6381 COTTON TAIL	HIALEAH, FL	33014-6037
3220130041540	16505 BRIDGE END RD	JOSE C MEDINA & ELISA		16505 BRIDGE END	MIAMI LAKES, FL	33014-6031
3220130041680	16401 BRIDGE END RD	JEANETTE MONTENEGRO		6770 INDIAN CREEK	MIAMI BEACH, FL	33141-5709
3220130041560	16501 BRIDGE END RD	KRYSTAL SOTOLONGO JTRS	TANIA SOTOLONGO JTRS	16501 BRIDGE END	HIALEAH, FL	33014
3220130040960	6373 COTTON TAIL RD	JAVIER BERNAL		7701 SARGENT CT	POTOMAC, MD	20854
3220130041200	16390 BRIAR PATCH PL	RAIMUNDO ACOSTA		16390 BRIAR PATCH	MIAMI LAKES, FL	33014-6077
3220130041030	6381 JACK RABBIT LN	GLORIA ELENA AYAN		6381 JACK RABBIT LN	MIAMI LAKES, FL	33014-6087

3220130041210	16400 BRIAR PATCH PL	SAYMAR N TORRES		16400 BRIAR PATCH	MIAMI LAKES, FL	33014-6033
3220130041340	6358 MILK WAGON LN	DIANE M LEY		6358 MILK WAGON	MIAMI LAKES, FL	33014-6082
3220130430010	16185 NW 64 AVE	SENGRA DEVELOPMENT CORP		6843 MAIN ST	MIAMI LAKES, FL	33014-2048
3220130041110	6357 JACK RABBIT LN	RAUL PERALTA	JUDITH M PERALTA	6357 JACK RABBIT LN	MIAMI LAKES, FL	33014-6032
3220130041590	16427 BRIDGE END RD	RAMON J FONTANALS		16427 BRIDGE END	MIAMI LAKES, FL	33014-6093
3220130041080	6371 JACK RABBIT LN	NEW YORK COMMUNITY BANK		615 MERRICK AVE	WESTBURY, NY	11590
3220130041120	6355 JACK RABBIT LN	ELIZABETH GUTIERREZ		6355 JACK RABBIT LN	MIAMI LAKES, FL	33014-5905
3220130041050	6377 JACK RABBIT LN	DAGMAR MORADILLOS	CARLOS ROMERO	6377 JACK RABBIT LN	MIAMI LAKES, FL	33014-6087
3220130041600	16425 BRIDGE END RD	DAPHNE A SANTA		16425 BRIDGE END	MIAMI, FL	33014-6092
3220130560010		CUMMINS POWER SOUTH LLC		5125 HIGHWAY 85	ATLANTA, GA	30349
3220130040910	6363 COTTON TAIL RD	TIMOTHY W GRIFFIN & MICHELLE R		6363 COTTON TAIL	HIALEAH, FL	33014-6035
3220130041500	6390 MILK WAGON LN	RAUL PABLO NOVALES		6380 MILK WAGON	MIAMI LAKES, FL	33014
3220130040870	6362 JACK RABBIT LN	PETRA PEREIRA JTRS	JULIO TOMAS PEREIRA JTRS	6362 JACK RABBIT	MIAMI LAKES, FL	33014
3220130041470	6384 MILK WAGON LN	ROSARIO NAVARRO		6384 MILK WAGON	MIAMI LAKES, FL	33014-6079
3220130041480	6386 MILK WAGON LN	BARBARA JOHNSON		6386 MILK WAGON	MIAMI, FL	33014-6097
3220130040800	6383 COTTON TAIL RD	UNLIMITED LED MEDIA LLC		455 W 23 ST UNIT #7	HIALEAH, FL	33010
3220130041090	6361 JACK RABBIT LN	6361JRL LLC		6095 NW 167 ST STE	MIAMI, FL	33015
3220130040980	6391 JACK RABBIT LN	NORMA C HERNANDEZ		6391 JACK RABBIT	HIALEAH, FL	33014
3220130040880	6360 JACK RABBIT LN	CALIXTO P MEDINA	MARIA MEDINA	6360 JACK RABBIT	MIAMI LAKES, FL	33014
3220130041550	16503 BRIDGE END RD	DELWIN M LIRANZO		16503 BRIDGE END	MIAMI LAKES, FL	33014
3220130041580	16429 BRIDGE END RD	NILDA C SERRA	JORGE SERRA JTRS	16429 BRIDGE END	HIALEAH, FL	33014-6093
3220130040950	6371 COTTON TAIL RD	MARIA ELENA ALONSO		6371 COTTON TAIL	MIAMI LAKES, FL	33014-6035
3220130041320	16430 BRIAR PATCH PL	CRISTINA M BETANCOURT		16430 BRIAR PATCH	MIAMI LAKES, FL	33014
3220130041020	6383 JACK RABBIT LN	LAURA LEYVA	BLANCA A & HORACIO A LEYVA	6383 JACK RABBIT LN	MIAMI LAKES, FL	33014-6087
3220130041650	16407 BRIDGE END RD	ROBERT SETH GEWANTER		16407 BRIDGE END	MIAMI LAKES, FL	33014-6092
3220130041250	16408 BRIAR PATCH PL	CLARISELL DE CARDENAS		16408 BRIAR PATCH	MIAMI LAKES, FL	33014
3220130041100	6359 JACK RABBIT LN	MARTIN C ENGELMANN		6359 JACK RABBIT	MIAMI LAKES, FL	33014-6032
		NOVALES PROPERTY HOLDINGS #3		16404 BRIAR PATCH		
		LLC		PL	MIAMI LAKES, FL	33014
3220130041230	16404 BRIAR PATCH PL	LOURDES ABEL		16403 BRIDGE END	MIAMI LAKES, FL	33014-6039
3220130041670	16403 BRIDGE END RD	FRANCISCO BLANCO	JUANA M BLANCO	16431 BRIDGE END	MIAMI LAKES, FL	33014-6093
3220130041570	16431 BRIDGE END RD	GILBERTO ALFONSO	JESSICA ALFONSO	16507 BRIDGE END	MIAMI LAKES, FL	33014
3220130041530	16507 BRIDGE END RD	JOE DANIEL INC		PO BOX 4944	HIALEAH, FL	33014-0944
3220130041310	16428 BRIAR PATCH PL	MARIA T MARTINEZ		16428 BRIAR PARCH	MIAMI LAKES, FL	33014-6091
3220130041440	6372 MILK WAGON LN	PATRICK & BARBARA A HUNTER (TRS)		6372 MILKWAGON	MIAMI, FL	33014-6083
3220130040930	6367 COTTON TAIL RD	JUDITH LOUISE GRIFFIN	REM CHRIS CLAYTON GRIFFIN	12821 SW 17 CT	MIRAMAR, FL	33027
3220130041420	6368 MILK WAGON LN	MELVIN PHILLIPS JR LLC		18981 SW 39 CT	MIRAMAR, FL	33025
3220130040850	6368 JACK RABBIT LN	JORGE VIVAR		6368 JACK RABBIT	MIAMI LAKES, FL	33014
3220130041000	6387 JACK RABBIT LN	CYNTHIA L BEYER		6387 JACK RABBIT LN	MIAMI LAKES, FL	33014-6087
3220130040970	6393 JACK RABBIT LN	SUSANA M GONZALEZ	WILLIAM CAMARGO	6393 JACK RABBIT LN	MIAMI LAKES, FL	33014-6088
3220130040890	6358 JACK RABBIT LN	DAVID F ROVIROSA		6358 JACK RABBIT LN	HIALEAH, FL	33014
3220130041130	6353 JACK RABBIT LN	ELIZABETH MCCOLL		6353 JACK RABBIT LN	MIAMI LAKES, FL	33014-5905
3220130041510	16511 BRIDGE END RD	RUBEN ALEXANDER SUAREZ	KILEY ANN SUAREZ	16511 BRIDGE END	MIAMI LAKES, FL	33014
3220130041240	16406 BRIAR PATCH PL	LEANDRO NUNEZ	LOURDES NUNEZ	16406 BRIAR PATCH	HIALEAH, FL	33014
3220130040990	6389 JACK RABBIT LN	MARIA E HERNANDEZ	REBECCA HERNANDEZ	6389 JACK RABBIT LN	MIAMI LAKES, FL	33014-6088
3220130041150	16380 BRIAR PATCH PL	NIDIA M GARCIA		16380 BRIAR PATCH	MIAMI LAKES, FL	33014-6089

3220130041190	16388 BRIAR PATCH PL	ISIDRO GONZALEZ JTRS	ICEYLIS VELAZQUEZ JTRS	16388 BRIAR PATCH	MIAMI LAKES, FL	33014
3220130041220	16402 BRIAR PATCH PL	MARIA DEL CARMEN GONZALEZ JTRS	CARLOTA HEREDIA JTRS	16402 BRIAR PATCH	MIAMI LAKES, FL	33014
3220130041070	6373 JACK RABBIT LN	JOE GARCIA JR TRS	RUTH E GARCIA TRS	6373 JACK RABBIT LN	MIAMI LAKES, FL	33014
3220130041630	16411 BRIDGE END RD	EDWARD H SEJO		16411 BRIDGE END	MIAMI, FL	33014-6092
3220130041260	16410 BRIAR PATCH PL	DEBORAH NORTHCUT		16410 BRIAR PATCH	MIAMI LAKES, FL	33014
3220130041290	16424 BRIAR PATCH PL	MARILYN HORGAN		16424 BRIAR PATCH	MIAMI LAKES, FL	33014-6090