

CFN 2009R0246028
OR Bk 26815 Pgs 3736 - 3740f (5pgs)
RECORDED 04/03/2009 11:52:01
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by: and
WHEN RECORDED MAIL TO:
SRC Properties, LLC
230 Fifth Street
Miami Beach, Florida 33139

MEMORANDUM OF LEASE
AND
NOTICE OF NON-RESPONSIBILITY

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of March 31 2009, by and between **BAY ROAD PARTNERS, LLC**, a Florida limited liability company ("Landlord"), and **TREMONT TOWING, INC.**, a Florida Corporation ("Tenant").

Date of Lease: As of March 31, 2009.

Description of
Demised Premises: Portions of 1850-1916 Bay Road, Miami Beach, Florida 33139
See Legal Description on Exhibit "A"

Term: Two (2) years, commencing on the date the Lease is fully-executed by Landlord and Tenant, with no Option to Extend the Lease. The Lease provides an "EARLY TERMINATION OPTION", which term shall mean that Landlord shall have the right to terminate this Lease by providing Tenant no less than thirty (30) days advanced written notice for any reason whatsoever.

Notwithstanding anything contained in the Lease to the contrary, Landlord shall have the right to terminate the Lease and Tenant's occupancy rights in and to the Premises pursuant to the Early Termination Option, with written notice to Tenant. On or before the expiration of such 30 day period, Tenant shall vacate all portions of the

Premises and remove all vehicles and personalty of Tenant therefrom, and Rent shall be prorated through the date of Tenant's vacation of the Premises.

Mechanic's Liens:

The Lease specifically provides that Tenant shall keep the Premises, at all times, free of mechanic's liens and other liens for labor, services or material purchased or procured, directly or indirectly, by or for Tenant.

**Notice of
Non-Responsibility:**

All persons are put upon notice of the fact that the Lease provides that Tenant under no circumstances shall have the power to subject the interest of Landlord in the Premises to any mechanic's or materialmen's lien or liens of any kind. All persons who hereafter, during the life of the Lease, may furnish work, services, or materials to the Premises upon the request or order of the Tenant or any person claiming under, by, or through the Tenant, must look wholly to the interest of the Tenant and not to that of the Landlord. Tenant covenants and agrees with Landlord that Tenant shall not permit or suffer to have filed or claimed against the interest of Landlord in the Premises during the continuance of this Lease any lien or liens of any kind by any person claiming under, by, through or against the Tenant; and if any such lien is claimed or filed, it shall be the duty of the Tenant, within twenty (20) calendar days after receipt of notice of the claim of lien or suit claiming a lien has been filed, to cause the Premises to be released from such claim either through payment or bonding with corporate surety or through the deposit into court, pursuant to statute, of the necessary sums of money, or in any other way that shall effect the release of the Landlord's interest in the Premises from such claim. Landlord shall have the right to come upon the Premises to post notices of Landlord's non-responsibility.

The purpose of this Memorandum of Lease is to give record notice of the Lease and of the rights created thereby and of the specific terms herein, all of which are hereby confirmed.

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

The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This Memorandum of Lease shall expire by its own terms of record, unless sooner terminated in writing by Landlord or unless extended by the mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

Signed, sealed and delivered
in the presence of:

LANDLORD:

BAY ROAD PARTNERS, L.L.C.,
a Florida limited liability company

CH H
CHARLES H RATNER

Edwards E. Levenson
(As to "LANDLORD") EDWARDS E. LEVENSON

By:

Scott Robins, Manager

TENANT:

TREMONT TOWING, INC., a Florida Corporation

CH H
CHARLES H RATNER

Edwards E. Levenson
(As to "TENANT") EDWARDS E. LEVENSON

By:

Edwin Gonzalez, President

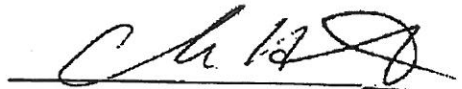
(NOTARY ACKNOWLEDGMENTS ATTACHED TO
MEMORANDUM OF LEASE AND NOTICE OF NON-RESPONSIBILITY)

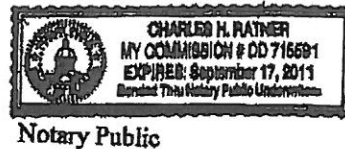
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State
aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was
acknowledged before me by Scott Robins, as Manager of Bay Road Properties, LLC. He is personally
known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of
March, 2009.


CHARLES H RATNER
My Commission Expires:



Name of Notary Public

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State
aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was
acknowledged before me by Edwin Gonzalez, as President of Tremont Towing, LLC. He is personally
known to me or who has produced FLD as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of
March, 2009.


CHARLES H RATNER
My Commission Expires:



Name of Notary Public

LEGAL DESCRIPTION PREMISES

That certain Commercial Condominium Unit described as The SRC Unit of the PURDY AVENUE COMMERCIAL CONDOMINIUM, according to the Declaration of Condominium Thereof recorded in the Public Records of Miami-Dade County, Florida simultaneously herewith, together with an undivided interest in the common elements thereof, which is a commercial condominium of a parcel of vacant land located adjacent to the Building and more particularly described as follows:

All of Lot 1 and Lot 2, Less the North four (4) feet of the East 1/2 of said Lot 2, Block 14-A, ISLAND VIEW ADDITION, according to the plat thereof, as recorded in Plat Book 9 at Page 144, and together with the East 1/2 of Lot 7 and all of Lot 8, Block 14, THE ALTON BEACH REALTY COMPANY'S PLAT OF ISLAND VIEW SUBDIVISION, according to the plat thereof, as recorded in Plat Book 6 at Page 115, both being recorded in the Public Records of Miami-Dade County, Florida.

The above described perimetrical boundary being below elevation 20.80 feet, relative to the National Geodetic Vertical Datum of 1929.

Together with:

The first floor of the Building Located at 1916 Bay Road, Miami Beach, FL 33139 and situated on real property legally described as:

The East 1/2 of Lot 3, and the North four (4) feet of the East 1/2 of Lot 2, Block 14-A, ISLAND VIEW ADDITION, according to the plat thereof, as recorded in Plat Book 9 at Page 144, of the Public Records of Miami-Dade County, Florida.



MIAMIBEACH

File No:	_____
Date:	_____
MCR No:	_____
Amount:	_____
Zoning Classification	_____
(For Staff Use Only)	

**PLANNING DEPARTMENT
STANDARD APPLICATION FORM
DEVELOPMENT REVIEW BOARD HEARING**

1. The below listed applicant wishes to appear before the following City Development Review Board for a scheduled public hearing: NOTE: This application form must be completed separately for each applicable Board hearing a matter.

- | | |
|---|--|
| <input type="checkbox"/> BOARD OF ADJUSTMENT | <input type="checkbox"/> HISTORIC PRESERVATION BOARD |
| <input type="checkbox"/> DESIGN REVIEW BOARD | <input checked="" type="checkbox"/> PLANNING BOARD |
| <input type="checkbox"/> FLOOD PLAIN MANAGEMENT BOARD | |

NOTE: Applications to the Board of Adjustment will not be heard until such time as the Design Review Board, Historic Preservation Board and/or the Planning Board have rendered decisions on the subject project.

2. THIS REQUEST IS FOR:

- a. ☐ A VARIANCE TO A PROVISION(S) OF THE LAND DEVELOPMENT REGULATIONS (ZONING) OF THE CODE
- b. ☐ AN APPEAL FROM AN ADMINISTRATIVE DECISION
- c. ☐ DESIGN REVIEW APPROVAL
- d. ☐ A CERTIFICATE OF APPROPRIATENESS FOR DESIGN
- e. ☐ A CERTIFICATE OF APPROPRIATENESS TO DEMOLISH A STRUCTURE
- f. ☒ A CONDITIONAL USE PERMIT
- g. ☐ A LOT SPLIT APPROVAL
- h. ☐ AN HISTORIC DISTRICT/SITE DESIGNATION
- i. ☐ AN AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS OR ZONING MAP
- j. ☐ AN AMENDMENT TO THE COMPREHENSIVE PLAN OR FUTURE LAND USE MAP
- k. ☐ TO REHAB, TO ADD TO AND / OR EXPAND A SINGLE FAMILY HOME
- l. ☐ OTHER: _____

3. NAME & ADDRESS OF PROPERTY: 1747 Bay Road

LEGAL DESCRIPTION: See Exhibit A

4. NAME OF APPLICANT 1747 Bay Road Properties, LLC

Note: If applicant is a corporation, partnership, limited partnership or trustee, a separate Disclosure of Interest Form (Pages 6-7) must be completed as part of this application.

% Crescent Heights 2200 Biscayne Blvd.

Miami

FL

33137

ADDRESS OF APPLICANT

CITY

STATE

ZIP

BUSINESS PHONE # 305-374-5700

FAX # 305-847-3354

CELL PHONE # _____

E-mail address: rgalbut@crescentheights.com

5. NAME OF PROPERTY OWNER (IF DIFFERENT FROM #4, OTHERWISE, WRITE "SAME") Same

If the owner of the property is not the applicant and will not be present at the hearing, the Owner/Power of Attorney Affidavit (Page 4) must be filled out and signed by the property owner. In addition, if the property owner is a corporation, partnership, limited partnership or trustee, a separate Disclosure of Interest Form (Pages 6 - 7) must be completed.

ADDRESS OF PROPERTY OWNER CITY STATE ZIP

BUSINESS PHONE # FAX # CELL PHONE #

E-mail address:

6. NAME OF ARCHITECT, LANDSCAPE ARCHITECT, ENGINEER, CONTRACTOR OR OTHER PERSON RESPONSIBLE FOR PROJECT DESIGN

Urban Robot Associates 420 Lincoln Road Miami Beach FL 33139

NAME (please circle one of the above) ADDRESS CITY STATE ZIP

BUSINESS PHONE # 786 246 4857 FAX # CELL PHONE #

E-mail address: jj@urbanrobot.net

7. NAME OF AUTHORIZED REPRESENTATIVE(S), ATTORNEY(S), OR AGENT(S) AND/OR CONTACT PERSON:

a. Graham Penn, Esq. 200 S. Biscayne Blvd., Suite 850 Miami FL 33131

NAME ADDRESS CITY STATE ZIP

BUSINESS PHONE # 305-377-6229 FAX # 305-377-6222 CELL PHONE #

E-mail address: gpenn@brzoninglaw.com

b. Russell Galbut 2200 Biscayne Blvd., Miami FL 33137

NAME ADDRESS CITY STATE ZIP

BUSINESS PHONE # 305-573-4127 FAX # 305-573-8489 CELL PHONE #

E-mail address: rgalbut@crescentheights.com

c. NAME ADDRESS CITY STATE ZIP

BUSINESS PHONE # FAX # CELL PHONE #

E-mail address:

NOTE: ALL ARCHITECTS, LANDSCAPE ARCHITECTS, ENGINEERS, CONTRACTORS OR OTHER PERSONS RESPONSIBLE FOR PROJECT DESIGN, AS WELL AS AUTHORIZED REPRESENTATIVE(S), ATTORNEY(S), OR AGENT(S) AND/OR CONTACT PERSONS, WHO ARE REPRESENTING OR APPEARING ON BEHALF OF A THIRD PARTY, UNLESS SOLELY APPEARING AS AN EXPERT WITNESS, ARE REQUIRED TO REGISTER AS A LOBBYIST WITH THE CLERK, PRIOR TO THE SUBMISSION OF AN APPLICATION.

8. SUMMARY OF PROPOSAL: Conditional use approval of new main use parking garage, with a restaurant use exceeding 100 seats.

9. IS THERE AN EXISTING BUILDING(S) ON THE SITE? YES ☒ NO ()

10. WILL ALL OR ANY PORTION OF THE BUILDING(S) INTERIOR AND/OR EXTERIOR, BE DEMOLISHED? ☒ YES [] NO

11. TOTAL FLOOR AREA (FAR) OF NEW BUILDING (if applicable): N/A SQ. FT.

12. TOTAL GROSS FLOOR AREA OF NEW BUILDING (including required parking and all usable floor space) N/A SQ. FT.

13. TOTAL FEE: (to be completed by staff) \$ _____

PLEASE NOTE THE FOLLOWING:

- *Applications for any Board hearing(s) will not be accepted without payment of the required fee. All checks are to be made payable to: "City of Miami Beach."*
- *Public records notice: all documentation, application forms, maps, drawings, photographs, letters and exhibits will become a part of the public record maintained by the City of Miami Beach Planning Department and shall under Florida Statute, be disclosed upon proper request to any person or entity.*
- *In accordance with the requirements of Section 2-482 of the Code of the City of Miami Beach, any individual or group (Lobbyist) that has been, or will be, compensated to either speak in favor or against a project being presented before any of the City's Development Review Boards, shall be fully disclosed prior to the public hearing. All such individuals and/or groups must register with the City Clerk prior to the hearing.*
- *In accordance with Section 118-31 of the Code of the City of Miami Beach, all applicants shall, prior to the public hearing, fully disclose any consideration provided or committed, directly or on its behalf, for an agreement to support or withhold objection to the requested approval, relief or action (exclusive of all legal or professional design services). Such disclosure shall:*
 1. *Be in writing.*
 2. *Indicate to whom the consideration has been provided or committed.*
 3. *Generally describe the nature of the consideration.*
 4. *Be read into the record by the requesting person or entity prior to submission to the secretary/clerk of the respective board.*

In the event the applicable development review board determines that the foregoing disclosure requirement was not timely satisfied by the person or entity requesting approval, relief or other action as provided above, then the application or order, as applicable, shall immediately be deemed null and void without further force or effect, and no application from said person or entity for the subject property shall be reviewed or considered by the applicable board(s) until expiration of a period of one year after the nullification of the application or order. It shall be unlawful to employ any device, scheme or artifice to circumvent the disclosure requirements of this section and such circumvention shall be deemed a violation of the disclosure requirements of this section.

- *When the applicable Boards reach a decision, a Final Order will be issued stating the Board's decision and any conditions imposed therein. The Final Order must be recorded in the Office of the Recorder of Miami-Dade County; the original shall remain on file with the board clerk/secretary. Under no circumstances will a building permit be issued by the City of Miami Beach without a copy of the recorded Final Order being tendered along with the construction plans.*

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

PLEASE COMPLETE ONE OR MORE OF THE FOLLOWING THREE AFFIDAVITS, AS APPLICABLE. NOTE: THE PROPERTY OWNER MUST FILL OUT AND SIGN THE "POWER OF ATTORNEY" PORTION IF THEY WILL NOT BE PRESENT AT THE HEARING, OR IS HAVING OTHER PERSONS SPEAK ON THEIR BEHALF.

OWNER AFFIDAVIT FOR INDIVIDUAL OWNER

STATE OF _____

COUNTY OF _____

I, _____, being first duly sworn, depose and say that I am the owner of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application and all sketches data and other supplementary matter attached to and made a part of the application are true and correct to the best of my knowledge and belief. I understand this application must be completed and accurate before a hearing can be advertised. I also hereby authorize the City of Miami Beach to enter my property for the sole purpose of posting a NOTICE OF PUBLIC HEARING on my property as required by law and I take the responsibility of removing this notice after the date of hearing.

PRINT NAME

SIGNATURE

Sworn to and subscribed before me this _____ day of _____, 20____. The foregoing instrument was acknowledged before me by _____, who has produced _____ as identification and/or is personally known to me and who did/did not take an oath.

NOTARY SEAL OR STAMP

NOTARY PUBLIC

PRINT NAME

My Commission Expires:

ALTERNATE OWNER AFFIDAVIT FOR CORPORATION or PARTNERSHIP

(Circle one)

STATE OF Florida
COUNTY OF Miami-Dade

Ronruss Corporation is the General Partner of Ronruss Partners, Ltd., which is the Managing Member of 1747 Investments, which is the Managing Member of 1747 Bay Road Properties, LLC

I, Russell Galbut being duly sworn, depose and say that I am the Director of Ronruss Corporation and as such, have been authorized by such entity to file this application that all answers to the questions in the application and all sketches, data and other supplementary matter attached to and made a part of the application are true and correct to the best of our knowledge and belief; that the corporation is the owner/tenant of the property described herein and is the subject matter of the proposed hearing. We understand this application must be completed and accurate before a hearing can be advertised. I also hereby authorize the City of Miami Beach to enter the subject property for the sole purpose of posting a NOTICE OF PUBLIC HEARING on the property as required by law and I take the responsibility of removing this notice after the date of hearing.

Russell Galbut, Director of Ronruss Corporation

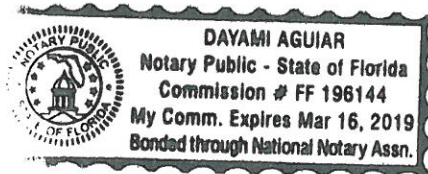
PRINT NAME



SIGNATURE

Sworn to and subscribed before me this 5 day of Feb, 2016. The foregoing instrument was acknowledged before me by Russell W. Galbut, Director of Ronruss Corp., on behalf of such entity, who has produced _____ as identification and/or is personally known to me and who did/did not take an oath.

NOTARY SEAL OR STAMP:



My Commission Expires:

Dayami Aguiar

NOTARY PUBLIC

Dayami Aguiar

PRINT NAME

POWER OF ATTORNEY AFFIDAVIT

STATE OF Florida
COUNTY OF Miami-Dade

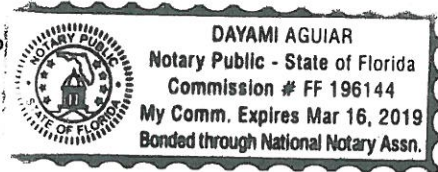
I, Russell Galbut, being duly sworn and depose say that I am the owner or representative of the owner of the described real property and that I am aware of the nature and effect of the request for Conditional Use Permit _____ relative to the subject property, which request is hereby made by me OR I am hereby authorizing Bercow Radell & Fernandez PA to be my representative before the Planning Board Board. I also hereby authorize the City of Miami Beach to enter the subject property for the sole purpose of posting a NOTICE OF PUBLIC HEARING on the property as required by law and I take the responsibility of removing this notice after the date of hearing.

Russell Galbut, Director of Ronruss Corporation
PRINT NAME (and Title, if applicable)

[Signature]
SIGNATURE

Sworn to and subscribed before me this 5th day of Feb, 2016. The foregoing instrument was acknowledged before me by Russell W. Galbut, DIRECTOR of Ronruss Corp who has produced _____ as identification and/or is personally known to me and who did/did not take an oath.

NOTARY SEAL OR STAMP



[Signature]
Dayami Aguiar

NOTARY PUBLIC
PRINT NAME

My Commission Expires:

CONTRACT FOR PURCHASE

If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether the purchaser is a corporation, trustee or partnership, list the names of the contract purchasers below, including the principal officers, stockholders, beneficiaries or partners. Where the principal officers, stockholders, beneficiaries or partners consist of another corporation, trust, partnership or other similar entity, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the entity. If any contingency clause or contract terms involve additional individuals, corporations, partnerships or trusts, list all individuals and/or complete the appropriate disclosure clause above.*

NAME
NAME, ADDRESS, AND OFFICE

DATE OF CONTRACT
% OF STOCK

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the dates of final public hearing, a supplemental disclosure of interest shall be filed.

**CITY OF MIAMI BEACH
DEVELOPMENT REVIEW BOARD APPLICATION**

DISCLOSURE OF INTEREST

1. CORPORATION

If the property which is the subject of the application is owned or leased by a CORPORATION, list ALL of the stockholders, and the percentage of stock owned by each. Where the stockholders consist of another corporation(s), trustee(s), partnership(s) or other similar entity, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the entity.*

1747 Bay Road Properties, LLC

CORPORATION NAME

NAME AND ADDRESS

% OF STOCK

See attached

CORPORATION NAME

NAME AND ADDRESS

% OF STOCK

IF THERE ARE ADDITIONAL CORPORATIONS, LIST OTHERS, INCLUDING CORP. NAME(S) AND EACH INDIVIDUAL STOCKHOLDER'S NAME, ADDRESS, OFFICE AND PERCENTAGE OF STOCK, ON A SEPARATE PAGE.

NOTE: Notarized signature required on page 8

**CITY OF MIAMI BEACH
DEVELOPMENT REVIEW BOARD APPLICATION**

DISCLOSURE OF INTEREST

2. TRUSTEE

If the property which is the subject of the application is owned or leased by a TRUSTEE, list the beneficiaries of the trust and the percentage of interest held by each. Where the beneficiary/beneficiaries consist of corporations(s), another trust(s), partnership(s) or other similar entity, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the entity.*

N/A

TRUST NAME

NAME AND ADDRESS

% OF STOCK

3. PARTNERSHIP/LIMITED PARTNERSHIP

If the property which is the subject of the application is owned or leased by a PARTNERSHIP or LIMITED PARTNERSHIP, list the principals of the partnership, including general and limited partners. Where the partner(s) consist of another partnership(s), corporation(s), trust(s) or other similar entity, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the entity.*

N/A

PARTNERSHIP or LIMITED PARTNERSHIP NAME

NAME AND ADDRESS

% OF STOCK

NOTE: Notarized signature required on page 8

4. COMPENSATED LOBBYIST:

The City of Miami Beach Code sub-section 118-31 requires the disclosure of any individual or group which has been, or will be, compensated to either speak in favor of or against a project being presented before any of the City's Development Review Boards, or not to speak at all. Please list below all persons or entities encompassed by this section.

NAME	ADDRESS	PHONE #
a. Michael Larkin, Esq.	200 S. Biscayne Blvd., Suite 850 Miami FL 33131	305-374-5300
b. Graham Penn, Esq.	200 S. Biscayne Blvd., Suite 850 Miami FL 33131	305-374-5300
c.		

Additional names can be placed on a separate page attached to this form.

* Disclosure shall not be required of any entity, the equity interest in which are regularly traded on an established securities market in the United States or other country, or of any entity, the ownership interests of which are held in a limited partnership or other entity consisting of more than 5,000 separate interests and where no one person or entity holds more than a total of 5% of the ownership interests in the limited partnership or other entity.

APPLICANT HEREBY ACKNOWLEDGES THAT ANY APPROVAL GRANTED BY THE BOARD SO APPLIED TO, SHALL BE SUBJECT TO ANY AND ALL CONDITIONS IMPOSED BY SUCH BOARD AND BY ANY OTHER BOARD HAVING JURISDICTION, AND THAT THE PROJECT MUST ALSO COMPLY WITH THE CODE OF THE CITY OF MIAMI BEACH AND ALL OTHER APPLICABLE LAW.

APPLICANT AFFIDAVIT

STATE OF Florida
COUNTY OF Miami-Dade

Russell Galbut, Director

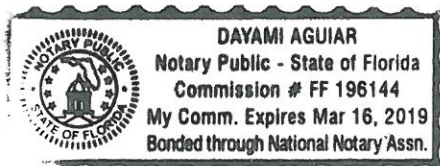
I, Ronruss Corporation, (list name of corporation and office designation as applicable) being first duly sworn, depose and say that I am the applicant, or the representative of the applicant, for the subject matter of the proposed hearing; that all the answers to the questions in this application and all sketches, data and other supplementary matter attached to and made a part of the application and the disclosure information listed on this application is a full disclosure of all parties of interest in this application are true and correct to the best of my knowledge and belief.

Ronruss Corporation is the General Partner of Ronruss Partners, Ltd., which is the Managing Member of 1747 Investments, which is the Managing Member of 1747 Bay Road Properties, LLC

[Signature]
SIGNATURE

Sworn to and subscribed before me this 5th day of Feb, 20 16. The foregoing instrument was acknowledged before me by Russell W. Galbut who has produced _____ as identification and/or is personally known to me and who did/did not take an oath.

NOTARY SEAL OR STAMP



My Commission Expires:

[Signature]
NOTARY PUBLIC
Dayami Aguiar
PRINT NAME

EXHIBIT A – LEGAL DESCRIPTION

Unit 2 of the 1747 Bay Road Condominium, as recorded in Official Record Book 28357, pages 2554-2650 of the Public Records of Miami-Dade County, Florida.

SUPPLEMENTARY DISCLOSURE OF INTEREST

Interests in 1747 Bay Road Properties, LLC.

	Percentage of Interest
1747 Investments, LLC. 2200 Biscayne Blvd. Miami FL 33137	32%
Sharon Mirmelli 2200 Biscayne Blvd. Miami FL 33137	30%
MJK Group, LLC. 2200 Biscayne Blvd. Miami FL 33137	18%
Philip Mirmelli 2200 Biscayne Blvd. Miami FL 33137	10%
Sean Mirmelli 2200 Biscayne Blvd. Miami FL 33137	10%

Interests in 1747 Investments, LLC.

	Percentage of Interest
Ronruss Partners, Ltd. 2200 Biscayne Blvd. Miami FL 33137	100%

Interests in Ronruss Partners, Ltd.

	Percentage of Interest
Ronruss Corporation 2200 Biscayne Blvd.	1%

Miami FL 33137

Russell Galbut 2200 Biscayne Blvd. Miami FL 33137	44.1%
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Ronalee Galbut 2200 Biscayne Blvd. Miami FL 33137	44.1%
---	-------

Marisa Galbut 2200 Biscayne Blvd. Miami FL 33137	5.52%
--	-------

Jenna Galbut 2200 Biscayne Blvd. Miami FL 33137	5.52%
---	-------

Interests in Ronruss Corporation

Percentage of Interest

Russell Galbut 2200 Biscayne Blvd. Miami FL 33137	49.5%
---	-------

Ronalee Galbut 2200 Biscayne Blvd. Miami FL 33137	49.5%
---	-------

Abraham and Nancy Galbut 2200 Biscayne Blvd. Miami FL 33137	1%
---	----

Interests in MJK Group, LLC.

Percentage of Interest

Keith Menin 2200 Biscayne Blvd. Miami FL 33137	33.33%
--	--------

Marisa Galbut
2200 Biscayne Blvd.
Miami FL 33137

33.33%

Jared Galbut
2200 Biscayne Blvd.
Miami FL 33137

33.33%

**PLANNING BOARD
CITY OF MIAMI BEACH, FLORIDA**

PROPERTY: 1861 Bay Road – Towing Facility

FILE NO: 1961

IN RE: The application by Tremont Towing Inc., requesting a Conditional Use approval for a towing yard in the I-1 Light Industrial District.

LEGAL DESCRIPTION: Plat Book 9, Page 146 of Alton Beach Realty Co., Amended Plat Book 13, Lots 8 and 8a, of the Public Records of Miami-Dade County, Florida

MEETING DATE: August 24, 2010

CONDITIONAL USE PERMIT

The applicant, Tremont Towing Inc., filed an application with the Planning Director for a Conditional Use Permit to operate a towing facility at 1861 Bay Road. The towing operation would be moving there from its existing yard at 1916 Bay Road.

The Planning Board of the City of Miami Beach makes the following FINDINGS OF FACT based upon the evidence, information, testimony and materials presented at the public hearing and which are part of the record for this matter:

That the property in question is located in the I -1 Light Industrial Zoning district;

That the intended Use or construction will not result in an impact that will exceed the thresholds for the levels of service as set forth in the Comprehensive Plan;

That structures and Uses associated with the request are consistent with the Ordinance;

That the public health, safety, morals, and general welfare will not be adversely affected;

That necessary safeguards will be provided for the protection of surrounding property, persons, and neighborhood values if the following conditions are met.

IT IS THEREFORE ORDERED, based upon the foregoing findings of fact, the evidence, information, testimony and materials presented at the public hearing, which are part of the record for this matter, and the staff report and analysis, which is adopted herein, including the staff recommendation, that the modification to the previously approved Conditional Use Permit as requested and set forth above be GRANTED, subject to the conditions listed below:

1. The Planning Board shall maintain jurisdiction of this Conditional Use Permit. The applicant shall provide a progress report to the Board in 90 days after the Certificate of Use/Business Tax Receipt has been issued. The Board reserves the right to modify the Conditional Use approval at the time of a progress report in a non-substantive manner, to impose additional conditions to address possible problems and to determine the

timing and need for future progress reports. This Conditional Use is also subject to modification or revocation under City Code Sec. 118-184 (c).

2. This Conditional Use Permit is issued to Tremont Towing, Inc. Any change of owner/operator shall require review and approval by the Planning Board as a modification to this conditional use permit. Subsequent owners/operators shall be required to appear before the Board to affirm their understanding of the conditions listed herein.
3. The conditions of approval for this Conditional Use Permit are binding on the applicant, the property's owners, and all successors in interest and assigns.
4. The applicant, now and in the future, shall abide by all the documents submitted with this application for a towing yard Conditional Use Permit and all statements made at the public hearings.
5. The hours of operation shall be as proposed by the applicant, seven days a week 24 hours a day, pursuant to the towing permit agreement with the City.
6. The maximum number of vehicles permitted to be stored in the facility shall be 49.
7. The applicant shall apply for a Modified Certificate of Use/Business Tax Receipt to reflect the new total of permitted vehicles after the required alterations have been completed.
8. The nine parking spaces required with the change of use from warehouse to towing shall be maintained and shown as such on the plans prior to the issuance of a building permit or a Certificate of Use/Business Tax Receipt.
9. The applicant shall obtain a full building permit, for the work proposed herein within 18 months from the date of the meeting, and work shall proceed in accordance with the Florida Building Code. Extensions of time for good cause, not to exceed a total of one year for all extensions, may be granted by the Planning Board, provided a request in writing is submitted to the Planning Director in advance of the expiration of the original approval.
10. Security personnel shall take measures to keep noise disturbances and vehicles blocking the driveway and street to a minimum.
11. A Closed Circuit TV system facing the street that maintains video surveillance at all times shall be installed prior to the issuance of a Certificate of Use/Business Tax receipt.
12. The applicant shall satisfy outstanding liens and past due City bills, if any, to the satisfaction of the City prior to the issuance of a Certificate of Use/Business Tax receipt.
13. The applicant shall be responsible for maintaining the adjacent areas fronting Bay Road and all around the property in excellent condition, keeping these areas clean and free of all refuse at all times.

14. The Planning Board shall retain the right to call the applicant back before them and modify the hours of operation or impose additional conditions should there be issuance of written warnings and/or notices of violation about loud, excessive, unnecessary, or unusual noise.
15. A violation of Chapter 46, Article IV, "Noise," of the Code of the City of Miami Beach, Florida (a/k/a "noise ordinance"), as may be amended from time to time, shall be deemed a violation of this Conditional Use Permit and subject to the remedies as described in section 118-194, Code of the City of Miami Beach, Florida.
16. The entire area shall be fenced off in such a way so as to obscure the operations from the street. A new metal fence shall be provided with a solid metal shield on the back in order to completely block views of the business operation from the public right-of-way subject to the review and approval of Design Review Board staff.
17. The entire area shall be gated at all times. Vehicular access gates shall only be open when vehicles are entering or exiting the property, otherwise gates shall be closed at all times.
18. No vehicle tow trucks, towed vehicles, other vehicles shall ever be staged/parked or in any other way be on the right of way or the sidewalk. All tow trucks shall be stored on the site and not on the right-of-way or the sidewalk.
19. Tow trucks shall be prohibited from traveling on Purdy Ave (Sunset Harbour Drive) at all times.
20. At no time shall tow trucks be in the right of way or blocking the flow of traffic on Bay Road.
21. Tow trucks and all vehicles shall be strictly prohibited from backing into or out of the property.
22. In consideration of the proximity of the Publix exit ramp and safety concerns, all business operations shall be conducted off the right-of-way or the sidewalk, and there shall not be a walk up window that allows people to congregate on the sidewalk.
23. All of the existing Coconut Palms shall be retained and protected during construction and appropriate landscaping shall be installed in order to provide buffer between the business and the surrounding neighborhood subject to the review and approval of staff. The proposed palm trees facing the right-of-way shall be replaced with shade trees to match the same species as those approved for the future garage across the street inclusive of irrigation and landscape uplighting.
24. All tow trucks shall operate within the speed limits and obey all traffic signals and signs.
25. All car alarms and other such devices shall be disabled or be prevented from sounding within the lot or operational area.

26. A violation of any of these conditions shall subject the applicant to an immediate call back before the Board for a Progress Report and possible setting for modification or revocation hearing.
27. This Conditional Use Permit listing all the conditions of approval shall be recorded in the Public Records of Miami-Dade County, Florida at the expense of the applicant.
28. This order is not severable, and if any provision or condition hereof is held void or unconstitutional in a final decision by a court of competent jurisdiction, the order shall be returned to the Board for reconsideration as to whether the order meets the criteria for approval absent the stricken provision or condition, and/or it is appropriate to modify the remaining conditions or impose new conditions.
29. The establishment and operation of this Conditional Use shall comply with all the aforementioned conditions of approval; non-compliance shall constitute a violation of the Code of the City of Miami Beach, Florida, and shall be subject to enforcement procedures set forth in Section 114-7 of the Code and such enforcement procedures as are otherwise available. Any failure by the applicant to comply with the conditions of this Order shall also constitute a basis for consideration by the Planning Board for a revocation of this Conditional Use permit.
30. Nothing in this order authorizes a violation of the City Code or other applicable law, nor allows a relaxation of any requirement or standard set forth in the City Code.

Dated this 1st day of October, 2010.

PLANNING BOARD OF THE
CITY OF MIAMI BEACH, FLORIDA

BY: [Signature]
Richard G. Lorber, AICP, LEED AP,
Acting Planning Director
For The Chairman

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 1st day of October, 2010, by Richard G. Lorber, AICP, LEED AP, Acting Planning Director of the City of Miami Beach, Florida, a Florida Municipal Corporation, on behalf of the corporation. He is personally known to me.

[Signature]
Notary:



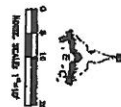
TERESA MARIA
MY COMMISSION # DD 928148
EXPIRES: December 2, 2013
Bonded Thru Budget Notary Services

{NOTARIAL SEAL}

Print Name Teresa Maria
Notary Public, State of Florida
My Commission Expires: 12-2-13
Commission Number: DD 928148

Approved As To Form: Filed 10-1-10
Legal Department

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Abstract

1

Prepared by: and
WHEN RECORDED MAIL TO:
SRC Properties, LLC
230 Fifth Street
Miami Beach, Florida 33139

MEMORANDUM OF LEASE
AND
NOTICE OF NON-RESPONSIBILITY

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of March 31 2009, by and between **BAY ROAD PARTNERS, LLC**, a Florida limited liability company ("Landlord"), and **TREMONT TOWING, INC.** a Florida Corporation ("Tenant").

Date of Lease: As of March 31, 2009.

Description of
Demised Premises: Portions of 1850-1916 Bay Road, Miami Beach, Florida 33139
See Legal Description on Exhibit "A"

Term: Two (2) years, commencing on the date the Lease is fully-executed by Landlord and Tenant, with no Option to Extend the Lease. The Lease provides an "EARLY TERMINATION OPTION", which term shall mean that Landlord shall have the right to terminate this Lease by providing Tenant no less than thirty (30) days advanced written notice for any reason whatsoever.

Notwithstanding anything contained in the Lease to the contrary, Landlord shall have the right to terminate the Lease and Tenant's occupancy rights in and to the Premises pursuant to the Early Termination Option, with written notice to Tenant. On or before the expiration of such 30 day period, Tenant shall vacate all portions of the

Premises and remove all vehicles and personalty of Tenant therefrom, and Rent shall be prorated through the date of Tenant's vacation of the Premises.

Mechanic's Liens:

The Lease specifically provides that Tenant shall keep the Premises, at all times, free of mechanic's liens and other liens for labor, services or material purchased or procured, directly or indirectly, by or for Tenant.

**Notice of
Non-Responsibility:**

All persons are put upon notice of the fact that the Lease provides that Tenant under no circumstances shall have the power to subject the interest of Landlord in the Premises to any mechanic's or materialmen's lien or liens of any kind. All persons who hereafter, during the life of the Lease, may furnish work, services, or materials to the Premises upon the request or order of the Tenant or any person claiming under, by, or through the Tenant, must look wholly to the interest of the Tenant and not to that of the Landlord. Tenant covenants and agrees with Landlord that Tenant shall not permit or suffer to have filed or claimed against the interest of Landlord in the Premises during the continuance of this Lease any lien or liens of any kind by any person claiming under, by, through or against the Tenant; and if any such lien is claimed or filed, it shall be the duty of the Tenant, within twenty (20) calendar days after receipt of notice of the claim of lien or suit claiming a lien has been filed, to cause the Premises to be released from such claim either through payment or bonding with corporate surety or through the deposit into court, pursuant to statute, of the necessary sums of money, or in any other way that shall effect the release of the Landlord's interest in the Premises from such claim. Landlord shall have the right to come upon the Premises to post notices of Landlord's non-responsibility.

The purpose of this Memorandum of Lease is to give record notice of the Lease and of the rights created thereby and of the specific terms herein, all of which are hereby confirmed.

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

The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This Memorandum of Lease shall expire by its own terms of record, unless sooner terminated in writing by Landlord or unless extended by the mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

Signed, sealed and delivered
in the presence of:

LANDLORD:

BAY ROAD PARTNERS, L.L.C.,
a Florida limited liability company

CH H D
CHARLES H. RATNER

Edw. R. Levenson
(As to "LANDLORD") **EDWARD R. LEVENS**

By:

[Signature]
Scott Robins, Manager

TENANT:

TREMONT TOWING, INC., a Florida Corporation

CH H D
CHARLES H. RATNER

Edw. R. Levenson
(As to "TENANT") **EDWARD R. LEVENS**

By:

[Signature]
Edwin Gonzalez, President

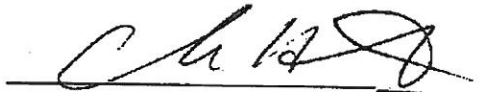
(NOTARY ACKNOWLEDGMENTS ATTACHED TO
MEMORANDUM OF LEASE AND NOTICE OF NON-RESPONSIBILITY)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

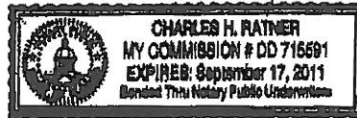
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State
aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was
acknowledged before me by Scott Robins, as Manager of Bay Road Properties, LLC. He is personally
known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of
march, 2009.



CHARLES H RATNER

My Commission Expires:



Notary Public

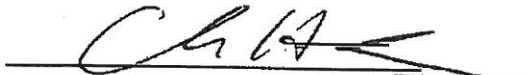
Name of Notary Public

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

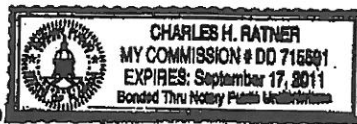
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State
aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was
acknowledged before me by Edwin Gonzalez, as President of Tremont Towing, LLC. He is personally
known to me or who has produced FL DL as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of
march, 2009.



CHARLES H RATNER

My Commission Expires:



Notary Pub

Name of Notary Public

LEGAL DESCRIPTION PREMISES

That certain Commercial Condominium Unit described as The SRC Unit of the PURDY AVENUE COMMERCIAL CONDOMINIUM, according to the Declaration of Condominium Thereof recorded in the Public Records of Miami-Dade County, Florida simultaneously herewith, together with an undivided interest in the common elements thereof, which is a commercial condominium of a parcel of vacant land located adjacent to the Building and more particularly described as follows:

All of Lot 1 and Lot 2, Less the North four (4) feet of the East 1/2 of said Lot 2, Block 14-A, ISLAND VIEW ADDITION, according to the plat thereof, as recorded in Plat Book 9 at Page 144, and together with the East 1/2 of Lot 7 and all of Lot 8, Block 14, THE ALTON BEACH REALTY COMPANY'S PLAT OF ISLAND VIEW SUBDIVISION, according to the plat thereof, as recorded in Plat Book 6 at Page 115, both being recorded in the Public Records of Miami-Dade County, Florida.

The above described perimetrical boundary being below elevation 20.80 feet, relative to the National Geodetic Vertical Datum of 1929.

Together with:

The first floor of the Building Located at 1916 Bay Road, Miami Beach, FL 33139 and situated on real property legally described as:

The East 1/2 of Lot 3, and the North four (4) feet of the East 1/2 of Lot 2, Block 14-A, ISLAND VIEW ADDITION, according to the plat thereof, as recorded in Plat Book 9 at Page 144, of the Public Records of Miami-Dade County, Florida.