



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 2/21/2023

Property Information	
Folio:	03-4107-018-3350
Property Address:	5200 SW 8 ST Coral Gables, FL 33134-2300
Owner	NORTH GABLES BLDG LLC
Mailing Address	3761 SW 139 PL MIAMI, FL 33175-6742
PA Primary Zone	6400 COMMERCIAL - CENTRAL
Primary Land Use	1913 PROFESSIONAL SERVICE BLDG : OFFICE BUILDING
Beds / Baths / Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	28,440 Sq.Ft
Lot Size	47,150 Sq.Ft
Year Built	1942



Assessment Information			
Year	2022	2021	2020
Land Value	\$3,536,250	\$3,335,000	\$3,300,500
Building Value	\$93,750	\$10,000	\$45,132
XF Value	\$0	\$0	\$0
Market Value	\$3,630,000	\$3,345,000	\$3,345,632
Assessed Value	\$3,630,000	\$3,345,000	\$3,345,632

Benefits Information				
Benefit	Type	2022	2021	2020
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
7 54 41 PB 8-113	
CORAL GABLES GRANADA SEC REV	
LOTS 1-7 INC BLK 29	
LOT SIZE IRREGULAR	
OR 18613-4332 0599 4 (3)	

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,630,000	\$3,345,000	\$3,345,632
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,630,000	\$3,345,000	\$3,345,632
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,630,000	\$3,345,000	\$3,345,632
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,630,000	\$3,345,000	\$3,345,632

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
03/01/2008	\$4,500,000	26258-4447	Deeds that include more than one parcel
05/01/1999	\$0	18613-4332	Sales which are disqualified as a result of examination of the deed
09/01/1998	\$0	18613-4331	Sales which are disqualified as a result of examination of the deed
09/01/1988	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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

Version:

City's Exhibit #1

3700 Ponce de Leon Blvd – note there is a typo in the house number on the property appraiser’s website. Compare the handwritten address on the deed to the property appraiser’s webpage.

<u>Owner (Property Appraiser mailing address)</u> Raquel Freitas Carlos J. Freitas 6920 SW 96 Ct Miami, FL 33173-2243	<u>Mortgagee (mortgage and Sunbiz principal and mailing address)</u> Rocket Mortgage, LLC 1050 Woodward Ave Detroit, MI 48226-3573
<u>Mortgagee (Registered Agent address)</u> Rocket Mortgage, LLC c/o CT Corporation System Registered Agent 1200 South Pine Island Rd Plantation, FL 33324-4413	<u>Mortgagee Nominee (mortgage address)</u> Mortgage Electronic Registration Systems, Inc. P.O. Box 2026 Flint, MI 48501-2026
<u>Mortgagee Nominee (Sunbiz principal and mailing addresses)</u> Mortgage Electronic Registration Systems, Inc. 5660 New Northside Dr NW, FL 3 Atlanta, GA 30328-5800	<u>Mortgagee Nominee (Registered Agent address)</u> Mortgage Electronic Registration Systems, Inc. c/o CT Corporation System Registered Agent 1200 South Pine Island Rd Plantation, FL 33324-4413



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
NORTH GABLES BUILDING, LLC

Filing Information

Document Number	L08000008577
FEI/EIN Number	26-1845372
Date Filed	01/24/2008
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	03/12/2015
Event Effective Date	NONE

Principal Address

14850 sw 26 street
210
MIAMI, FL 33185

Changed: 03/15/2016

Mailing Address

14850 sw 26 street
210
MIAMI, FL 33185

Changed: 02/17/2020

Registered Agent Name & Address

CASTELLANOS, MARIO
14850 sw 26 street
210
MIAMI, FL 33185

Address Changed: 02/17/2020

Authorized Person(s) Detail

Name & Address

Title MGR

CASTELLANOS, MARIO

2732 sw 140 ave

MIAMI, FL 33175

Title Manager

Castellanos, Ibonne

2732 sw 140 ave

miami, FL 33175

Annual Reports

Report Year	Filed Date
2020	02/17/2020
2021	03/19/2021
2022	03/25/2022

Document Images

03/25/2022 -- ANNUAL REPORT	View image in PDF format
03/19/2021 -- ANNUAL REPORT	View image in PDF format
02/17/2020 -- ANNUAL REPORT	View image in PDF format
02/15/2019 -- ANNUAL REPORT	View image in PDF format
02/15/2018 -- ANNUAL REPORT	View image in PDF format
01/18/2017 -- ANNUAL REPORT	View image in PDF format
03/15/2016 -- ANNUAL REPORT	View image in PDF format
03/12/2015 -- LC Amendment	View image in PDF format
03/09/2015 -- ANNUAL REPORT	View image in PDF format
03/20/2014 -- ANNUAL REPORT	View image in PDF format
03/24/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
04/19/2011 -- ANNUAL REPORT	View image in PDF format
04/13/2010 -- ANNUAL REPORT	View image in PDF format
02/03/2009 -- ANNUAL REPORT	View image in PDF format
01/24/2008 -- Florida Limited Liability	View image in PDF format


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Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
CE-21-12-6197	12/08/2021	5200 SW 8 ST	CODE ENF TICKET PROCESS - NO RUNNING FINE	GOVQA CE305854	final	12/08/2021	12/08/2021	0.00
CE-21-12-6196	12/08/2021	5200 SW 8 ST	CODE ENF TICKET PROCESS - NO RUNNING FINE	GOVQA CE305768	final	12/08/2021	12/08/2021	0.00
CE-21-04-7866	04/26/2021	5200 SW 8 ST	CODE ENF TICKET PROCESS - NO RUNNING FINE	GOVQA - CE301080 & CE301069	final	04/26/2021	04/26/2021	0.00
CE-20-09-5382	09/16/2020	5200 SW 8 ST	CODE ENF TICKET PROCESS - NO RUNNING FINE	GovQA - CE288131; CE288632 and 295780 -	final	09/16/2020	09/16/2020	0.00
CE-20-09-5310	09/15/2020	5200 SW 8 ST	CODE ENF TICKET PROCESS - NO RUNNING FINE	GovQA - CE295780 - Paid by Waste Management	final	09/16/2020	09/16/2020	0.00
BL-20-06-6803	06/18/2020	5200 SW 8 ST	ROOF / LIGHT WEIGHT CONC	DF & FINE ** ROOF REPAIR \$1,200	final	06/23/2020	07/08/2020	0.00
ZN-20-03-6389	03/03/2020	5200 SW 8 ST	PAINT / RESURFACE FL / CLEAN	COMMERCIAL**PRESSURE CLEAN AND PAINT- WALLS: SW 8917 SHELL WHITE/ ROOF: SW 6069 FRENCH ROAST/ DETAILS: ACCENT TOWER, HANDRAILS AND TRIMS: SW 7501 THRESHOLD TAUPE \$7000	final	08/31/2020	09/03/2020	0.00
CE-20-02-5324	02/18/2020	5200 SW 8 ST	CODE ENF LIEN SEARCH	LIEN SEARCH	final	02/20/2020	02/20/2020	0.00
BL-19-10-5276	10/21/2019	5200 SW 8 ST	FENCE/GATE/WALL	DF&F REPLACE EXISTING HEDGE WITH NEW 4FT CLUSIA , ALUMINUM FENCE W/ 1 COLUMN, GATE \$5,000	final	01/07/2020	03/26/2020	0.00
AB-19-08-5937	08/28/2019	5200 SW 8 ST	BOA COMPLETE (LESS THAN \$75,000)	COMMERCIAL * REPLACE EXISTING HEDGE WITH NEW 4FT CLUSIA & INSTALL GATE \$5,000	final	09/03/2019	03/26/2020	0.00
PL-19-06-5731	06/25/2019	5200 SW 8 ST	PLUMB IRRIGATION / SPRINKLER SYSTEM	PLUMBING IRRIGATION WORK FOR COMM. LANDSCAPE AREAS AROUND PERIMETER OF PARKING LOT	final	07/02/2019	09/11/2019	0.00
CE-19-03-5721	03/20/2019	5200 SW 8 ST	CODE ENF TICKET PROCESS - NO RUNNING FINE	GOVQA - CE284906	final	03/20/2019	03/20/2019	0.00
CE-18-07-3841	07/25/2018	5200 SW 8 ST	CODE ENF TICKET PROCESS - NO RUNNING FINE	GOVQA TICKET 58753	final	07/26/2018	07/26/2018	0.00
AB-18-05-2989	05/04/2018	5200 SW 8 ST	BOA COMPLETE (LESS THAN \$75,000)	COMMERCIAL* PRESSURE CLEAN AND PAINT- WALLS: SW 8917 SHELL WHITE/ ROOF: SW 6069 FRENCH ROAST/ DETAILS: ACCENT TOWER, HANDRAILS AND TRIMS: SW 7501 THRESHOLD TAUPE \$7000	final	05/04/2018	09/03/2020	0.00
CE-17-09-1075	09/01/2017	5200 SW 8 ST	CODE ENF TICKET PROCESS - NO RUNNING FINE	GOVQA Ticket - CE272364/T56672	final	09/06/2017	09/06/2017	0.00
PU-16-02-3065	02/29/2016	5200 SW 8 ST	PUBLIC RECORDS SEARCH	REQ A CD OF PERMITS 8833 22430	final	02/29/2016	02/29/2016	0.00
CE-15-03-4256	03/11/2015	5200 SW 8 ST	CODE ENF LIEN SEARCH	LIEN SEARCH	final	03/12/2015	03/12/2015	0.00

EL-14-08-3282	08/21/2014	5200 SW 8 ST	ELEC SIGNS	*COMMERCIAL**ILLUMINATED WALL SIGN SUITE 150 ONLY [MEDGROUP MEDICAL CENTER] \$24,000	final	09/09/2014	02/06/2015	0.00
EL-14-08-3164	08/20/2014	5200 SW 8 ST	ELEC SIGNS	*COMMERCIAL**ILLUMINATED WALL SIGN [MEDGROUP WELLNESS CENTER] SUITE 250 ONLY	final	09/29/2014	02/06/2015	0.00
BL-14-08-2994	08/18/2014	5200 SW 8 ST	SIGNS	*COMMERCIAL**ILLUMINATED WALL SIGN SUITE 150 ONLY [MEDGROUP MEDICAL CENTER] \$2400	final	09/09/2014	02/06/2015	0.00
BL-14-08-2991	08/18/2014	5200 SW 8 ST	SIGNS	*COMMERCIAL**ILLUMINATED WALL SIGN [MEDGROUP WELLNESS CENTER] SUITE 250 ONLY \$2400	final	09/29/2014	02/06/2015	0.00
AB-14-08-2463	08/08/2014	5200 SW 8 ST	BOA COMPLETE (LESS THAN \$75,000)	*COMMERCIAL**SIGN [MEDGROUP WELLNESS CENTER] SUITE 250 \$2400	final	08/08/2014	02/06/2015	0.00
AB-14-07-3843	07/25/2014	5200 SW 8 ST	BOA COMPLETE (LESS THAN \$75,000)	*COMMERCIAL**TAKEOVER**REVISED SUITE 150 ONLY [MEDGROUP MEDICAL CENTER] (SUITE 250- SEPERATE PERMIT)** SIGNS (2) (MED GROUP) \$1,500 @SUITE 150 & 250	final	07/25/2014	02/06/2015	0.00
EL-13-09-0508	09/11/2013	5200 SW 8 ST	ELEC SIGNS	ILLUMINATED WALL SIGNS (4) @ SUITE 250 & 150 (MED GROUP MEDICAL CENTER)	canceled		03/03/2020	0.00
CE-13-09-0328	09/08/2013	5200 SW 8 ST	CODE ENF WARNING PROCESS	VERBAL WARNING LANDSCAPE CO	final	09/08/2013	09/08/2013	0.00
BL-13-08-1043	08/16/2013	5200 SW 8 ST	SIGNS	CANCELLED - ILLUMINATED WALL SIGNS (4) @ SUITE 250 & 150 (MED GROUP MEDICAL CENTER) \$3,200	canceled		01/16/2014	0.00
AB-13-08-0824	08/13/2013	5200 SW 8 ST	BOA COMPLETE (LESS THAN \$75,000)	SIGNS (4) @ SUITE 250 & 150 \$3,200	canceled	08/13/2013	03/03/2020	0.00
CE-13-07-0141	07/02/2013	5200 SW 8 ST	CODE ENF WARNING PROCESS	WT16012 ZONING CODE 5-1907 (SNR) MAINTAINING A REAL ESTATE SIGN LARGER THAN 250 SQUARE INCHES	final	07/02/2013	07/02/2013	0.00
CE-13-03-1253	03/19/2013	5200 SW 8 ST	CODE ENF LIEN SEARCH	LIEN SEARCH	final	03/22/2013	03/22/2013	0.00
RC-12-05-7954	05/08/2012	5200 SW 8 ST	BLDG RECERT / CRB	BUILDING RECERTIFICATION	final		05/08/2012	0.00
PL-12-02-6703	02/07/2012	5200 SW 8 ST	PLUMB COMMERCIAL / RESIDENTIAL WORK	REPLACE FIXTURE AT 5-114	final	02/08/2012	03/26/2012	0.00
ME-12-01-7553	01/26/2012	5200 SW 8 ST	MECH COMMERCIAL / RESIDENTIAL WORK	RELOCATE 4 DUCT WORK, USING THE SAME FLEX AND GRILLS \$400	final	02/27/2012	03/13/2012	0.00
EL-12-01-7132	01/20/2012	5200 SW 8 ST	ELEC COMMERCIAL / RESIDENTIAL WORK	REPLACE LIGHT FIXTURES SUITE 106 & 107 \$2,000	final	01/23/2012	02/22/2012	0.00
ZN-12-01-6689	01/13/2012	5200 SW 8 ST	DUMPSTER / CONTAINER	DUMPSTER	final	01/19/2012	01/19/2012	0.00
ZN-12-01-6047	01/04/2012	5200 SW 8 ST	PAINT / RESURFACE FL / CLEAN	INSTALL INT TILE THROUGHOUT OFFICE \$2,000 #107 - 109	final	01/09/2012	07/19/2012	0.00
BL-11-12-5527	12/08/2011	5200 SW 8 ST	ROOF / LIGHT WEIGHT CONC	RE ROOF \$6,500 FLAT ONLY	final	01/06/2012	01/20/2012	0.00
CE-11-11-5220	11/05/2011	5200 SW 8 ST	CODE ENF TICKET PROCESS - NO RUNNING FINE	T45981 5-1907(2) ZONING CODE (SRC) MAINTAINING A REAL ESTATE SIGN IN EXCESS OF 250 SQ. IN., AND MORE THAN ONE SIGN, PROHIBITED.	final	11/05/2011	11/21/2011	0.00
CE-11-07-5598	07/01/2011	5200 SW 8 ST	CODE ENF WARNING PROCESS	WT15182 5-1404 (PAK) PARKING A VEHICLE ON AN UNAPPROVED SURFACE WHICH IS PROHIBITED.	final	07/01/2011	07/01/2011	0.00
CE-11-02-4487	02/03/2011	5200 SW 8 ST	CODE ENF WARNING PROCESS	WT8344 CERTIFICATE OF USE 3-209 ZONING FAILURE TO RENEW CERTIFICATE OF USE.	final	02/03/2011	03/19/2013	0.00
ZN-10-09-4877	09/22/2010	5200 SW 8 ST	DUMPSTER / CONTAINER	DUMPSTER FOR INTERIOR PAINTING AND INSTALLATION OF TILE FLOORING (1380 SQ FT) \$	final	09/22/2010	09/22/2010	0.00
CE-10-06-4578	06/17/2010	5200 SW 8 ST	CODE ENF WARNING PROCESS	WT3353 CE WARNING 5-1907 ZONING CODE (SNR) RAL ESTATESIGNS DO NOT MEET CODE REQUIREMENTS. MORE THAT ONE SIGN ON PROPERTY (8 SIGNS)	final	06/17/2010	03/19/2013	0.00
ZN-10-05-4665	05/21/2010	5200 SW 8 ST	PAINT / RESURFACE FL / CLEAN	INTERIOR PAINTING AND INSTALLATION OF TILE FLOORING (1380 SQ FT) \$1500.00	final	08/05/2010	06/27/2011	0.00

ZN-10-04-3366	04/02/2010	5200 SW 8 ST	PAINT / RESURFACE FL / CLEAN	REPAIR INTERIOR TILE AND PAINT HALLWAY \$250	final	04/02/2010	04/08/2010	0.00
CE-10-03-4127	03/19/2010	5200 SW 8 ST	CODE ENF WARNING PROCESS	WT-4497 62-133 (ORW) PLACING TRASH IE. 6 BOXES ON THE ROW.	final	03/19/2010	03/19/2013	0.00
ZN-09-07-2179	07/08/2009	5200 SW 8 ST	ASPHALT - RESURFACE / SEALANT	RESEAL & RESTRIPE PARKING LOT \$5000	final	08/13/2009	01/12/2010	0.00
CE-09-05-2635	05/18/2009	5200 SW 8 ST	CODE ENF WARNING PROCESS	(TRA) WT-00992 CHAPTER 54-29 CITY CODE. OWNER TO MAINTAIN PREMISES FREE OF LITER. IE. S.E. CORNER OF SWALE WHICH IS PROHIBITED.	final	05/18/2009	05/18/2009	0.00
BL-09-05-1965	05/06/2009	5200 SW 8 ST	MISCELLANEOUS WORK	REPAIR CONC WALL DAMAGED BY ACCIDENT STUCCO & PAINT TO MATCH EXISTING \$2200	final	05/14/2009	10/23/2009	0.00
CE-09-05-1872	05/05/2009	5200 SW 8 ST	CODE ENF WARNING PROCESS	WT 00996 (PAK) CHAPTER 5-1404 ZONING CODE- PARKING OF VEHICLES ON LAWN OR OTHER UNAPPROVED SURFACES IS PROHIBITED. PARKING LOT IS IN REAR OF BLD.	final		05/05/2009	0.00
AB-09-05-1863	05/05/2009	5200 SW 8 ST	BOA COMPLETE (LESS THAN \$75,000)	REPAIR CONC WALL DAMAGED BY ACCIDENT STUCCO & PAINT TO MATCH EXISTING \$2200	final	05/05/2009	03/03/2020	0.00
ZN-08-06-1188	06/20/2008	5200 SW 8 ST	PAINT / RESURFACE FL / CLEAN	DF&F EXT PAINTING WALLS: SW6113 MED BEIGE NO TRIM ROOF TERRACOTTA \$500	final	06/25/2008	11/06/2009	0.00

The City's online services are protected with an **SSL encryption certificate**. For technical assistance, please call 305-569-2448 (8am-5pm, M-F).

5200 SW 8 ST Coral Gables, FL 33134-230 (Address, Permit# ELEC-22-05-0430)

5200 SW 8 ST Coral Gables, FL 33134-230 (Address)

5200 SW 8 ST Coral Gables, FL 33134-230 (Address, Permit# RECT-22-05-0052)

5200 SW 8 ST Coral Gables, FL 33134-230 (Address, Permit# PWKS-21-11-0213)

5200 SW 8 ST Coral Gables, FL 33134-230 (Address, Code Case# TICK-23-01-9916)

5200 SW 8 ST Coral Gables, FL 33134-230 (Address, Inspection# ICODE-031791-2023)

5200 SW 8 ST Coral Gables, FL 33134-230 (Address, Inspection# LAND-033786-2023)

5200 SW 8 ST Coral Gables, FL 33134-230 (Address, Permit# RECT-22-05-0046)

5200 SW 8 ST Coral Gables, FL 33134-230 (Address, Permit# RECT-22-09-0098)

5200 SW 8 ST Coral Gables, FL 33134-230 (Address, Inspection# ICODE-029833-2023)

5200 SW 8 ST Coral Gables, FL 33134-230 (Address, Inspection# LAND-001466-2021)

5200 SW 8 ST Unit: 111 Coral Gables, FL 33134-230 (Address, Business License# ADM56-000322-2021)

5200 SW 8 ST Unit: 111 Coral Gables, FL 33134-230 (Address, Business# 000029-2021)

5200 SW 8 ST Unit: 111 Coral Gables, FL 33134-230 (Address)



The City of Coral Gables

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

November 19, 2012

3700 Ponce, LLC
5921 Turin Street
Coral Gables, FL 33146

LETTER OF BUILDING RECERTIFICATION IN ACCORDANCE WITH SECTION 8-11(f) OF THE CODE OF MIAMI-DADE COUNTY

PROPERTY FOLIO: # 03-4117-007-3540
ADDRESS: 3700 Ponce de Leon Blvd., Coral Gables, FL

Dear Property Owner/Manager:

This Office is in receipt of your structural and electrical report stating that the above referenced building has been examined and found to be structurally and electrically safe for its continued occupancy.

Based on acceptance of this report, we herewith grant this LETTER OF RECERTIFICATION for the above subject premises in accordance with Section 8-11(f) of the Code of Miami-Dade County.

The expiration date of this approval, as stated in said Code, is 10 years from 2012. This recertification letter does not exclude the building from subsequent inspections as deemed necessary by the Building Official, as specified in the Florida Building Code.

As a routine matter, and in order to avoid possible misunderstanding, nothing in this letter should be construed directly, or indirectly as a guarantee of the safety of any portion of this structure. However, based on the term stated in Section 8-11(f) of the Code, continued occupancy of the building will be permitted in accordance with the minimum procedural guidelines for the recertification structural/electrical report on file with this office.

Yours truly,

A handwritten signature in black ink, appearing to read "Manuel Z. Lopez", is written over a horizontal line.

Manuel Z. Lopez, P.E.
Building Official

City's Exhibit #4



The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY

CORAL GABLES, FLORIDA 33134

1/3/2022

VIA CERTIFIED MAIL

7020 3160 0001 1022 3417

NORTH GABLES BLDG LLC
3761 SW 139 PL
MIAMI, FL 33175-6742

RE: 5200 SW 8 ST
FOLIO # 03-4107-018-3350

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

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is forty (40) years old, or older, having been built in 1942. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a Florida Registered Architect or Professional Engineer must inspect said building and a **completed** Recertification Report ("Report") must be submitted by you to this Department within **ninety (90) calendar days** from the **date of this letter**. A completed Report includes 1) cover letter(s) stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form. Note all paperwork submitted must be the original signed and sealed documents (no copies). Submittal of the Report does not constitute recertification; it must be **approved** by this Department and the Letter of Recertification must be issued.

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

The Architect or Engineer may obtain the required Form, "*Minimum Inspection Procedural Guidelines for Building Recertification*," from the following link: http://www.miamidade.gov/pa/property_recertification.asp. The Recertification Report fee of \$500.00 and additional document and filing fees shall be submitted to the Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, Florida, 33134. In order to avoid delays submit in person in order to calculate the fees accordingly.

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

The completed Report may be submitted Monday through Friday, 7:30am to 3:20pm to this Department. Contact Virginia Goizueta at vgoizueta@coralgables.com if any questions regarding building recertification.

Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.
Building Official

City's Exhibit #5

Tracking Number:

Remove X

70203160000110223417

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 3:29 pm on January 6, 2022 in MIAMI, FL 33175.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

MIAMI, FL 33175

January 6, 2022, 3:29 pm

See All Tracking History

Feedback

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs



The City of Coral Gables

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

4/4/2022

NORTH GABLES BLDG LLC
3761 SW 139 PL
MIAMI, FL. 33175-6742

7021 2720 0001 4959 2339

RE: 5200 SW 8 ST
FOLIO # 03-4107-018-3350

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

Dear Property Owner:

In a certified letter dated 1/3/2022, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). The letter informed you it was necessary to submit to this Department a completed Report prepared by a licensed architect or engineer within ninety (90) calendar days certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification.

Please be advised the submittal of the Report is overdue and the **structure has been deemed unsafe** due to non-compliance. This may result in the revocation of the Certificate of Occupancy, as well as, being subject to other penalties as provided in the Code. A completed Report includes: 1) cover letter(s) stating the structure meets the electrical and structural requirements for recertification from a Florida Registered Architect or Professional Engineer that inspects said building, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies). **Additionally you will need to register in the new permitting system to submit report, see the instructions attached.**

Failure to submit the completed Report within thirty (30) calendar days from the date of this letter will result in forwarding the matter to the City's Construction Regulation Board for further review and determination. The completed Report may be submitted Monday through Friday, 7:30am to 2:30pm to this Department. Contact Virginia Goizueta at vgoizueta@coralgables.com if any questions regarding building recertification.

Please govern yourself accordingly.

Sincerely,

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

Manuel Z. Lopez, P.E.
Deputy Building Official

Tracking Number:

Remove X

70212720000149592339

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 1:46 pm on April 8, 2022 in MIAMI, FL 33175.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

MIAMI, FL 33175

April 8, 2022, 1:46 pm

See All Tracking History

Feedback

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 23-5377

vs.

Return receipt number:

Raquel Freitas
Carlos J. Freitas
6920 SW 96 Ct
Miami, FL 33173-2243
Respondent.

7021 1970 0000 4016 0978

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

Date: February 24, 2023

Re: 3700 Ponce De Leon Blvd., Coral Gables, Fl. 33134, LOTS 12-13 & 14 & 15 BLK 26, COCONUT GROVE SEC 1-CORAL GABLES, PB 14-25, and Folio: 03-4117-007-3540 ("Property").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-186(j)(13) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code.

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, 2nd Florida, Coral Gables, Florida 33134, on March 13, 2023, at 2:00 p.m.

You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the matter being heard in your absence. Please be advised that if someone other than an attorney will be attending the hearing on your behalf, he or she must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to, Secretary to Virginia Goizueta the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134, vgoizueta@coralgables.com, tel: (305) 460-5250. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.

City's Exhibit #6

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

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

Please govern yourself accordingly.


Virginia Goizueta
Secretary to the Board

ADA NOTICES

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

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

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

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

c.

Rocket Mortgage, LLC
1050 Woodward Ave
Detroit, MI 48226-3573

7021 1970 0000 4016 0985

Rocket Mortgage, LLC
c/o CT Corporation System
Registered Agent
1200 South Pine Island Rd
Plantation, FL 33324-4413

7021 1970 0000 4016 0992

Mortgage Electronic Registration Systems, Inc.
P.O. Box 2026
Flint, MI 48501-2026

7021 1970 0000 4016 1005

Mortgage Electronic Registration Systems, Inc.
5660 New Northside Dr NW, FL 3
Atlanta, GA 30328-5800

7021 1970 0000 4015 6988

Mortgage Electronic Registration Systems, Inc.
c/o CT Corporation System
Registered Agent
1200 South Pine Island Rd
Plantation, FL 33324-4413

7021 1970 0000 4016 1012

From: Goizueta, Virginia
Sent: Thursday, February 9, 2023 3:30 PM
To: Joeny Castellanos <joenycastellanos@ymail.com>
Cc: buenos dias, <castegroup@aol.com>; northgablesbuilding@aol.com; Vazquez, Hector <hvazquez@coralgables.com>
Subject: RE: RECT-22-05-0052 (5200 SW 8 ST Coral Gables, FL 33134-2300)

The status of the report is denied. Please ask the engineer to see the comment below. If he has any questions he can contact the electrical Chief, Hector Vazquez, at 305-460-5256 or at hvazquez@coralgables.com.

Infrared report is incomplete. Refer to Miami Dade County requirements, link provided.
<https://www.miamidade.gov/permits/library/structural-recertification.pdf>

Thank you

Virginia Goizueta
Building Service Coordinator
City of Coral Gables
Development Services Department
427 Biltmore Way,
Coral Gables, Florida 33134
Office: 305-460-5250

From: Joeny Castellanos <joenycastellanos@ymail.com>
Sent: Thursday, February 9, 2023 3:21 PM
To: Goizueta, Virginia <vgoizueta@coralgables.com>
Cc: buenos dias, <castegroup@aol.com>; northgablesbuilding@aol.com; Vazquez, Hector <hvazquez@coralgables.com>
Subject: Re: RECT-22-05-0052 (5200 SW 8 ST Coral Gables, FL 33134-2300)

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Virgina,

Yes, I have reviewed the comments. Please see the attached screenshots provided, the first attachment includes the first page of the report (**11/30/2022**), and the second attachment includes the last comment, which is the denial date stamped **11/1/2022**. We resubmitted a new report on **December 2022**, that addresses the comment from 11/30/2022 report. The resubmission status is still stating "Under Review", Do you have a eta on when that will be completed? Please advise on next steps.

Thank you,

Joeny Castellanos
Caste Group
Project Manager
(786)521-6631

On Thursday, February 9, 2023 at 11:50:21 AM EST, Goizueta, Virginia <vgoizueta@coralgables.com> wrote:

Good morning,

Please click on the review tab so you can see the plan review comments.

Respond to the comments by uploading the new paperwork.

Thank you

Virginia Goizueta

Building Service Coordinator

City of Coral Gables

Development Services Department

427 Biltmore Way,

Coral Gables, Florida 33134

Office: 305-460-5250

From: Joeny Castellanos <joenycastellanos@ymail.com>

Sent: Tuesday, February 7, 2023 9:36 AM

To: Goizueta, Virginia <vgoizueta@coralgables.com>; Vazquez, Hector <hvazquez@coralgables.com>

Cc: buenos dias, <castegroup@aol.com>; northgablesbuilding@aol.com

Subject: Re: RECT-22-05-0052 (5200 SW 8 ST Coral Gables, FL 33134-2300)

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Virginia and Hector

Any updates on this Report. I have attached another screenshot showing the updated report is under review. It has been under review for some time now.

Thank you

Joeny Castellanos

Caste Group

Project Manager

(786)521-6631

From: Joeny Castellanos <joenycastellanos@ymail.com>

Sent: Tuesday, January 31, 2023 1:08 PM

To: buenos dias, <castegroup@aol.com>; northgablesbuilding@aol.com; Goizueta, Virginia <vgoizueta@coralgables.com>

Cc: Vazquez, Hector <hvazquez@coralgables.com>

Subject: Re: RECT-22-05-0052 (5200 SW 8 ST Coral Gables, FL 33134-2300)

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see screenshot with report still saying under review.

Joeny Castellanos
Caste Group
Project Manager
(786)521-6631

From: Joeny Castellanos <joenycastellanos@ymail.com>
Sent: Tuesday, January 31, 2023 1:04 PM
To: buenos dias, <castegroup@aol.com>; northgablesbuilding@aol.com; Goizueta, Virginia <vgoizueta@coralgables.com>
Cc: Vazquez, Hector <hvazquez@coralgables.com>
Subject: Re: RECT-22-05-0052 (5200 SW 8 ST Coral Gables, FL 33134-2300)

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, Virginia.

I had submitted an updated report. I do know last report was missing pages. should I just open a new request for updated report? As the updated one was never reviewed.

Joeny Castellanos
Caste Group
Project Manager
(786)521-6631

On Friday, January 27, 2023 at 10:06:02 PM EST, Goizueta, Virginia <vgoizueta@coralgables.com> wrote:

Please visit Coralgables.com and enter the RECT number and select reviews.

The comments are shown below.

Description: BUILDING RECERTIFICATION (YEAR BUILT 1942)

Summary
Locations
Fees
Reviews
Attachments
Contacts
Sub-Records
More Info

Recertification Review

Submittal Status	Received Date	Due Date	Completed Date
Requires Re-submit	10/26/2022	10/26/2022	11/01/2022

Electrical • Disapproved • Vazquez Hector • Completed : 11/01/2022

Due Date	Completed Date
10/26/2022	11/01/2022

Correction (1)

Correction Type	Electrical Correction	Category	Electrical Correction
Corrective Action	Infrared report is incomplete. Refer to Miami Dade County requirements, link provided. https://www.miamidade.gov/permits/library/structural-recertification.pdf		
Comment	NUMBER 15		

Virginia Goizueta

Building Service Coordinator
City of Coral Gables
Development Services Department
427 Biltmore Way,
Coral Gables, Florida 33134

Office: 305-460-5250

From: buenos dias, <castegroup@aol.com>

Sent: Friday, January 27, 2023 12:04 PM

To: Goizueta, Virginia <vgoizueta@coralgables.com>; Castegroup@aol.com;
northgablesbuilding@aol.com

Cc: Vazquez, Hector <hvazquez@coralgables.com>; joenycastellanos@ymail.com

Subject: Re: RECT-22-05-0052 (5200 SW 8 ST Coral Gables, FL 33134-2300)

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, Virginia.

We re-submitted the full electrical report 2 month ago and it is still showing as under review. Is there any way you can take a look to see if everything is ok.

Permit # **RECT-22-05-0052**

Thank you.

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

From: Goizueta, Virginia <vgoizueta@coralgables.com>

To: Castegroup@aol.com <Castegroup@aol.com>; northgablesbuilding@aol.com <northgablesbuilding@aol.com>

Cc: Vazquez, Hector <hvazquez@coralgables.com>

Sent: Tue, Nov 1, 2022 11:02 am

Subject: RECT-22-05-0052 (5200 SW 8 ST Coral Gables, FL 33134-2300)

Good morning,

The electrical official has rejected the Recertification report for the following:

#1-Infrared report is incomplete. Refer to Miami Dade County requirements, link provided.

<https://www.miamidade.gov/permits/library/structural-recertification.pdf>.

#2-Provide the minimum foot candle reading in the Parking lot illumination form

Thank you

Virginia Goizueta

Building Service Coordinator

City of Coral Gables

Development Services Department

427 Biltmore Way, 1st floor

Coral Gables, Florida 33134

Office: 305-460-5250

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

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

From: Goizueta, Virginia <vgoizueta@coralgables.com>

To: Castegroup@aol.com <Castegroup@aol.com>; northgablesbuilding@aol.com <northgablesbuilding@aol.com>

Cc: Vazquez, Hector <hvazquez@coralgables.com>

Sent: Tue, Nov 1, 2022 11:02 am

Subject: RECT-22-05-0052 (5200 SW 8 ST Coral Gables, FL 33134-2300)

Good morning,

The electrical official has rejected the Recertification report for the following:

#1-Infrared report is incomplete. Refer to Miami Dade County requirements, link provided.

<https://www.miamidade.gov/permits/library/structural-recertification.pdf>.

#2-Provide the minimum foot candle reading in the Parking lot illumination form

Thank you

Virginia Goizueta

Building Service Coordinator

City of Coral Gables

Development Services Department

427 Biltmore Way, 1st floor

Coral Gables, Florida 33134

Office: 305-460-5250

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

From: Goizueta, Virginia

Sent: Wednesday, October 26, 2022 1:50 PM

To: Castegroup@aol.com; northgablesbuilding@aol.com

Subject: RE: RECT-22-05-0052 (5200 SW 8 ST Coral Gables, FL 33134-2300)

Please read below

Virginia Goizueta

Building Service Coordinator

City of Coral Gables

Development Services Department

427 Biltmore Way, 1st floor

Coral Gables, Florida 33134

Office: 305-460-5250

From: Goizueta, Virginia

Sent: Wednesday, October 26, 2022 1:50 PM

To: Castegroup@aol.com

Subject: RECT-22-05-0052 (5200 SW 8 ST Coral Gables, FL 33134-2300)

Good afternoon,

We have received your re-submittal and are processing it.

I have cancelled the RECT-22-09-0098 because RECT-22-05-0052 was previously created for 2022 Recertification.

Virginia Goizueta
Building Service Coordinator
City of Coral Gables
Development Services Department
427 Biltmore Way, 1st floor
Coral Gables, Florida 33134
Office: 305-460-5250

From: Caste Group Investments <castegroup@aol.com>
Sent: Tuesday, May 3, 2022 9:52 AM
To: Goizueta, Virginia <vgoizueta@coralgables.com>
Subject: Re: RECT-22-05-0052 (5200 SW 8 ST Coral Gables, FL 33134-2300)

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

We have received and paid the fee.

Thank you for your help and attention to this matter.

Regards,
Mario Castellanos

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

From: Goizueta, Virginia <vgoizueta@coralgables.com>
To: Castegroup@aol.com <Castegroup@aol.com>
Sent: Tue, May 3, 2022 9:20 am
Subject: RECT-22-05-0052 (5200 SW 8 ST Coral Gables, FL 33134-2300)

Good morning,

We have received the Building Recertification Report.

I've created an invoice; you should be receiving a payment request via e-mail. Please pay via the web, so we can process the submittal.

Thank you

Virginia Goizueta
Building Service Coordinator
City of Coral Gables
Development Services Department
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Office: 305-460-5250



The City of Coral Gables

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

6/6/2022

*Sent via first class and
certified mail,
return receipt number:*

7021 1970 0000 4016 1432

North Gables Bldg LLC
3761 SW 139 Pl
Miami, Fl. 33175

ADDRESS: 5200 SW 8 St
PROPERTY FOLIO: 03-4107-018-3350

Dear Property Owner:

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

The Professional that completed the Structural Report is:

Jose A. Martinez, PE
PE#031509
24 E 5 St, STE 1-D
Hialeah, Fl. 33010
305-887-4417

The professional that completed the Electrical Report is:

Jose A Martinez PE
PE#031509
24 E 5 St, STE 1-D
Hialeah, Fl. 33010
305-887-4417

If you have any questions regarding this Report, please contact the original architect/engineer which prepared the Report.

A letter from Jose A Martinez PE from Jose A. Martinez, PE dated April 28, 2022 has been submitted indicating "the building, although not suitable for recertification, it does not pose an immediate threat to life and may continue occupancy until repairs are completed".

In addition, if repairs are not completed within 180 days of the date of this letter, the City may declare the structure unsafe and take emergency action, pursuant to Section 105-96 of the City Code, to order that the Structure be vacated and to secure the Structure by installing a fence around the perimeter of the Property ("Emergency Action"). Additionally, The City may request that Florida Power and Light, without any further notice, disconnect the power to the Structure. The City may impose a special assessment lien on the property for the cost of the corrective Emergency Action, pursuant to Section 105-98 of the City Code.

Please note that it shall be unlawful for any person, firm, or corporation or their agents to remove this notice without written permission from the Building Official.

Once the repairs have been completed the original architect/engineer shall provide a follow-up Report and cover letter (s) indicating the structure is now recommended for recertification.

Sincerely,

A handwritten signature in blue ink, appearing to read "Manuel Z. Lopez", with a stylized flourish at the end.

Manuel Z. Lopez P.E.
Deputy Building Official

cc: Peter J Iglesias, P.E., City Manager
Chief Troy Easley, Fire Marshall
Miriam Soler Ramos, Esq., B.C.S., City Attorney
Cristina M. Suarez, Deputy City Attorney and City Prosecutor
Suramy Cabrera, P.E., Building Official
Warren Adams, Historical Resources and Cultural Arts Director
Martha Pantin, Communications & Public Affairs Division Director
Terri Sheppard, Code Enforcement Field Supervisor
Construction Regulation Board File

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CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Title of Document Posted: Notice of Pending Building Recertification

I, EDUARDO MARTIN, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 3700 PONCE DE LEON BLVD., ON February 24, 2023 AT
11:20 AM

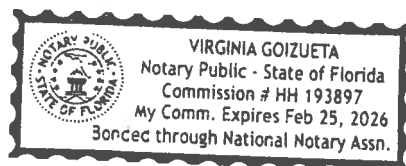
EDUARDO MARTIN
Employee's Printed Name

[Signature]
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 24th day of February, in the year 2023, by
Eduardo Martin who is personally known to me.

My Commission Expires:



[Signature]
Virginia Goizueta
Notary Public



City's Exhibit #8



**BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES**

CITY OF CORAL GABLES,
Petitioner,

Case No. 23-5380

vs.

Return receipt number:

North Gables Building LLC
3763 SE 139 PL
Miami, FL 33175-6742
Respondent.

7022 2410 0002 9151 5328

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

Date: February 24, 2023

Re: 5200 SW 8 ST, Coral Gables, FL 33134, LOTS 1-7 INC BLK 29, CORAL GABLES GRANADA
SEC REV., PB 8-113 and Folios 03-4107-018-3350 ("Property").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter 875 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-1 86(c)(1) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code.

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, 2nd Florida, Coral Gables, Florida 33134, on March 13, 2023, at 2:00 p.m.

You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the matter being heard in your absence. Please be advised that if someone other than an attorney will be attending the hearing on your behalf, he or she must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to, Secretary to Virginia Goins at the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134, vgoina@coralgables.com, tel: (305) 460-5250. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.

Office Reports

This document prepared by:
Jeffrey E. Levey, Esq.
Jeffrey E. Levey, P.A.
9155 South Dadeland Boulevard
Suite 1006
Miami, Florida 33156

WARRANTY DEED

THIS WARRANTY DEED, executed this 5th day of **March, 2008**, between **5200 Building, Ltd., a Florida limited partnership**, whose address is **9155 South Dadeland Boulevard, Suite 1012, Miami, Florida 33156** (the "Grantor") and **North Gables Building, LLC, a Florida limited liability company** whose post office address is **3761 Southwest 139th Place, Miami, Florida 33175** (the "Grantee"):

WITNESSETH, that Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid to Grantor by Grantee, the receipt and adequacy of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee and Grantee's heirs, successors and assigns all that certain land situate, lying and being in the County of **Miami-Dade**, State of Florida, to-wit (the "Property"):

Lots 1,2,3,4,5,6 and 7 and Lots 15 and 16 in Block 29 of the REVISED PLAT OF CORAL GABLES GRANADA SECTION, according to the Plat thereof, as recorded in Plat Book 8, at Page 113, of the Public Records of Miami-Dade County, Florida.

**Folio No: 03-4107-018-3350
03-4107-018-3410
03-4107-018-3420**

Subject to the following:

1. Taxes for the year 2008 and all subsequent years;
2. Zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; the reference to these restrictions shall not serve to reimpose the same;
3. Purchase Money Second Mortgage in favor of 5200 Building, Ltd, a Florida limited partnership in the original principal amount of \$350,000.00;

4. Collateral and Assignment of Rents and Leases to 5200 Building, Ltd, a Florida limited partnership given in connection with the Mortgage referred to in Item 3 herein above; and.
5. UCC-1 (Financing Statement) to 5200 Building, Ltd, a Florida limited partnership given in connection with the Mortgage referred to in Item 3 herein above.

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

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor does hereby fully covenant with Grantee that Grantor is lawfully seized of said property in fee simple; that Grantor has good right and lawful authority to sell and convey said property; that Grantor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

PRINT NAME: DeRay E. Levey

PRINT NAME: MAYDA BARR

GRANTOR:

5200 Building, Ltd, a,
a Florida limited partnership

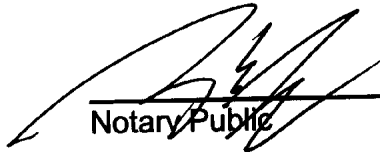
By: 5200 Building, Inc., a Florida
corporation, its General Partner

By: Richard A. Friend
Richard A. Friend, President

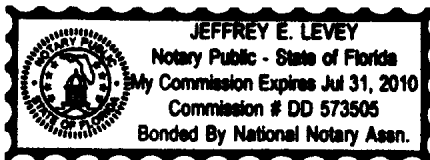
STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY THAT the foregoing instrument was acknowledged before me this 5th day of March, 2008 by Richard A. Friend, as President of 5200 Building, Inc., a Florida corporation, the General Partner of 5200 Building, Ltd., a Florida limited partnership, on behalf of the partnership. He is personally known to me ☒ or he has produced _____ as identification.

My commission expires:



Notary Public



I:\Sellers\5200LTD\Docs\WarrantyDeed.wpd

This Instrument was Prepared By
and return to:

IGNACIO G. DEL VALLE, ESQ.
Weiss Serota Helfman Et Al
2525 Ponce de Leon Blvd.
Suite 700
Coral Gables, Florida 33134

MORTGAGE DEED

and

SECURITY AGREEMENT

Between

U.S. CENTURY BANK, a Florida banking corporation

"MORTGAGEE"

and

NORTH GABLES BUILDING, LLC, a Florida limited liability company

"MORTGAGOR"

Date: As of March 18 2015



THIS MORTGAGE DEED AND SECURITY AGREEMENT (hereinafter "Mortgage") executed as of the ____ day of _____, 2015 by NORTH GABLES BUILDING, LLC, a Florida limited liability company, with offices at 3761 SW 139th Place, Miami, Florida 33175 (hereinafter referred to as the "Mortgagor"), to U.S. CENTURY BANK, a Florida banking corporation, with offices at 2301 NW 87th Avenue, Doral, Florida 33172 (hereinafter "Mortgagee"),

WITNESSETH:

For good and valuable consideration, including, but not limited to, the aggregate sum of money named in the promissory note hereinafter mentioned, Mortgagor does mortgage, grant, bargain, sell, alien, remise, release, convey, and confirm unto Mortgagee in fee simple the real property of which Mortgagor is now seized and possessed and in actual possession, situate in the County of Miami-Dade, State of Florida described on Exhibit "A" attached hereto and made a part hereof, (hereinafter sometimes referred to as the "Premises"), together with the following present and future property and rights owned by Mortgagor or in which Mortgagor has any interest (which, together with the Premises, shall hereinafter sometimes be referred collectively to as "Mortgaged Property" or simply the "property"):

(a) all structures, buildings, trailers, and improvements now or hereafter located on the Premises; and

(b) all right, title and interest of Mortgagor in and to all easements, rights of way, and the land lying in the bed of any street, road, avenue, lane, alley or passage opened or proposed, in front of, adjoining or contiguous to or with the Premises, whether located on the Premises or furnishing access to the Premises from a public way or road not located on or contained within Premises, and in and to the appurtenances thereto; and

(c) all present and future fixtures and building materials of every kind and nature whatsoever, now or hereafter located in said buildings or upon the Premises, or any part thereof, and used or useful in connection with any present or future occupancy or operation of said buildings and the following present and future equipment: all electrical, heating, lighting, incinerating and power equipment; engines, pipes, pumps, ducts, compressors, tanks, motors, conduits, switchboards; plumbing, lifting, cleaning, laundering, fire prevention, fire extinguishing, waste disposal, cooking, dishwashing, trash compacting, refrigerating, ventilating, communications, air cooling, and air conditioning apparatuses, elevators, escalators, other people or freight moving systems, shades, screens, storm prevention equipment, cabinets, partitions, furniture, furnishings, carpets, appliances, shrubbery, and abstracts of title; and

(d) any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property as a result of the exercise of the right to eminent domain, the alteration of the grade of any street or any other injury to or decrease in the value of the Mortgaged Property, and all proceeds of the conversion, voluntary or involuntary, of the Mortgaged Property, or any part thereof into cash or liquidated claims; and

(e) all leases and contracts for sale (this reference shall not be deemed authority for Mortgagor to lease and/or sell the Mortgaged Property or any part thereof except as may otherwise be specifically provided herein) now and hereafter entered into involving the Mortgaged Property or any part thereof and all right, title, and interest of Mortgagor thereunder, including, without limitation, cash, rental deposits, or securities deposited thereunder to secure performance by the lessees or contract vendees of their obligations, together with the right, upon the happening of an event of default hereunder, to receive and collect the rents, security deposits, additional rents and other payments payable thereunder; and

(f) all royalties, mineral, oil and gas rights, water and water rights and privileges, hereditaments and appurtenances whatsoever belonging to the Premises or in any wise pertaining thereto (including easements for exercising such rights), and the rents, issues, profits, reversions and remainders thereof and all right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes

and replacements of, and all additions and appurtenances to, the Mortgaged Property, hereafter acquired by, or released to, Mortgagor or constructed, assembled or placed by Mortgagor on the Premises, immediately upon such acquisition, release, construction, assembling, or placement, as the case may be, and in each such case, without any further or additional mortgage, conveyance, assignment or other act by Mortgagor, the same shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described in this granting clause; and

(g) all present and future contracts, agreements, including, but not limited to all contracts with the general contractor and subcontractors for improvements to be made to the Mortgaged Property, and all of Mortgagor's right, title, and interest in and to all plans, specifications, drawings and shop drawings for improvements to be made on the Mortgaged Property, promises or bargains of any kind or extent, whether oral or written, between Mortgagor (or any predecessor of Mortgagor) and any other person, whether natural or artificial, involving, referencing or relating to the Mortgaged Property or any part thereof, including, but not limited to, contracts, building permits, agreements, promises or bargains with any governmental entity of any type, whether federal, state, municipal or otherwise, any utility company (whether subject to governmental regulation or not), any architect, engineer, contractor, independent contractor, security company, waste disposal company, elevator company, exterminating company, environmental control company or any person, other than Mortgagee, financing the acquisition, operation, leasing, sale or other disposition or use of the Mortgaged Property or any part thereof, and the grant and or use rights of any tradenames associated with the Property (hereinafter referred to collectively as "Assigned Agreements") TOGETHER WITH (i) all deposits, prepaid fees or other security of whatever nature given by Mortgagor in connection with the Assigned Agreements; (ii) the right to all claims of Mortgagor for damages arising out of or for breach of or default under any of the Assigned Agreements; (iii) the right of Mortgagor to perform under or to terminate the Assigned Agreements or to demand and compel performance obligation thereunder or to exercise other remedies of Mortgagor thereunder; and (iv) the right to receive all monies due or to become due Mortgagor under or in connection with the Assigned Agreements; and

(h) all accounts, instruments (including, but not limited to, promissory note), chattel paper (including, but not limited to, mortgages and security agreements), and general intangibles generated by, arising in connection with, or as the result of any of the Mortgaged Property and/or the leasing, sale, transfer or other disposition or use thereof; and

(i) all insurance policies and insurance escrows, and returned or unearned premiums with respect to the property described in (a) through (h), inclusive, above; and

(j) all property of the same classes described in (a) through (i), inclusive, above, acquired or created by Mortgagor subsequent to the execution hereof until the satisfaction or release of this Mortgage; and

(k) all increases, substitutions, replacements, parts, renewals, additions and accessions to the property described in (a) through (j), inclusive, above; and

(l) all proceeds and products of the property described in (a) through (k), inclusive, above.

TO HAVE AND TO HOLD the above described Mortgaged Property unto Mortgagee, its successors and assigns forever, for the purpose of securing unto the Mortgagee:

(a) the payment of the indebtedness of Mortgagor to Mortgagee evidenced by that certain promissory note ("Note") of even date herewith, in the principal amount of THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00);

(b) the payment of all other sums incurred or advanced by the Mortgagee or otherwise becoming due and payable under the provisions of this Mortgage, including, without limitation, any indebtedness or obligation evidenced by letters of credit issued or to be issued by Mortgagee on behalf of or at

the request of Mortgagor, in connection with improvements to be made to the Mortgaged Property or otherwise related to the Mortgaged Property; and

(c) the performance and observance of, and compliance with, each and every obligation, covenant, warranty, agreement, term, provision, and condition contained in the Mortgage; and/or in any letter of credit reimbursement agreements and related letters of credits issued by Mortgagee pursuant thereto on behalf of the Mortgagor, in connection with improvements to be made to the Mortgaged Property or otherwise related to the Mortgaged Property; and/or in any existing or future swap agreements (as defined in 11 U.S.C. Section 101, as in effect from time to time) of the Mortgagor (or any of its affiliates) with the Mortgagee (or any of its affiliates)

The obligations and conditions referred to in (a), (b), and (c) above are sometimes collectively referred to herein as "Obligations".

Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized with fee simple title to the Premises and has title to the Mortgaged Property and has full power and lawful authority to sell, convey, transfer and mortgage the same; that it shall be lawful at any time hereafter for Mortgagee peaceably and quietly to enter upon, have, hold, and enjoy said property, and every part thereof; that this Mortgage is and will remain a valid and enforceable first lien on the Mortgaged Property; that said property is free and discharged from all liens, encumbrances, and claims of any kind, including taxes and assessments (except ad valorem real or personal property taxes for the current year not yet due and those exceptions contained in the "marked up" mortgagee title insurance commitment delivered to and approved by Mortgagee in connection with this Mortgage); that Mortgagor will make such further assurances to perfect the title to the said Mortgaged Property in Mortgagee as may be required; and that Mortgagor hereby fully warrants unto Mortgagee the title to said property and will defend the same against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS, that if Mortgagor, its successors, legal representatives or assigns (this reference shall not be deemed to authorize any assignments by Mortgagor) shall pay to Mortgagee, its successors, participants, legal representatives or assigns, the indebtedness evidenced by the Note and all other Obligations of Mortgagor to Mortgagee and Mortgagor shall perform, comply with, and abide by each and every of the stipulations, agreements, conditions, and covenants contained and set forth in this Mortgage and the Note and the Obligations secured hereby and shall pay all other sums, including, but not limited to, all costs and expenses Mortgagee, its successors, participants, legal representatives and assigns, may incur in collecting or attempting to collect all sums due under the Note and/or the Obligations, in foreclosure of this Mortgage or otherwise, including reasonable attorneys' fees, then this Mortgage and the estate hereby created shall cease and be null and void. All payments due hereunder must be received by the due date. Any payments not received within ten (10) days after the same becomes due and payable shall incur a five percent (5%) charge on the outstanding principal and/or interest payment due as provided in the Note.

Mortgagor does hereby covenant and agree that:

Section 1. PERFORMANCE. Mortgagor shall perform, comply with, and abide by each and every of the stipulations, agreements, conditions, and covenants contained and set forth on the Note and this Mortgage.

Section 2. MAINTENANCE OF VALUE OF SECURITY. Mortgagor agrees to maintain the Mortgaged Property at all times in good condition and repair; to keep and maintain all buildings and improvements which may be or become part of the Mortgaged Property in good order and repair; to keep and maintain abutting grounds, sidewalks, roads and parking and landscaped areas in good order and repair; to comply in all material respects with all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Mortgaged Property or any condition or activity respecting the Mortgaged Property; not to commit or permit waste (including the removal of any earth) upon the Mortgaged Property; not to remove, materially alter, damage, or demolish any improvement on the Premises; to restore

promptly and in a good and workmanlike manner any improvement on the Premises which may, for any reason, be damaged or destroyed; to allow Mortgagee or its designated representatives to inspect the Mortgaged Property at all reasonable times during the term of the Note; and not do or permit anything to be done to the Mortgaged Property that would materially alter or change the use, character, and value of said property (excepting therefrom the construction of the improvements contemplated in the Loan Agreement, if any) or in any way materially impair or weaken the security of this Mortgage.

Section 3. ADJACENT AREAS. Mortgagor shall pay and discharge promptly any and all fees or charges, together with any penalties and interest thereon, which may be imposed on Mortgagor by any jurisdiction for the use of vaults, chutes, areas and other space beyond the boundary lines and under or abutting the public sidewalks in front of or adjoining the Premises and shall cure promptly any violation of laws and comply with any order of said jurisdiction in respect to the repair, replacement or condition of the sidewalks or curbs in front of or adjoining the Premises. If Mortgagor shall not make such payment and obtain such discharge or cure any such violation, and provided that Mortgagee gives Mortgagor at least thirty (30) days (or such shorter period as Mortgagee deems reasonable under the circumstances) prior written notice, Mortgagee may make such payment, together with penalties and interest thereon, and obtain such discharge and cure any such violation, with the amount of such payment and the expenses incurred by Mortgagee in obtaining such discharge and in curing any such violation being secured by this Mortgage and becoming a lien on the Mortgaged Property. Mortgagor shall, within twenty (20) days after demand for said payment is made by Mortgagee to Mortgagor, repay to Mortgagee the amount of any such payments.

Section 4. NOTICE OF CONDEMNATION PROCEEDINGS. Mortgagor shall notify Mortgagee immediately of the commencement or threatened commencement of any condemnation proceedings against the Mortgaged Property or any portion thereof. Mortgagee shall have the right to participate in any such proceedings as provided by law, and Mortgagor, from time to time, will deliver to Mortgagee all instruments requested by it to permit such participation.

Section 5. APPLICATION OF EMINENT DOMAIN AWARD. Mortgagee shall be entitled to receive the award or proceeds of any eminent domain proceedings to the extent of any indebtedness of Mortgagor to Mortgagee. Mortgagor shall continue, notwithstanding any taking by eminent domain, alteration of the grade of any street, or other injury to or decrease in value of the Mortgaged Property by any public or quasi-public authority or corporation, to make payments as provided in the Note and any reduction in the principal sum resulting from the application by Mortgagee of such award or payment, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt by Mortgagee. Said award or payment may be applied, in such proportions and priority as Mortgagee in Mortgagee's sole discretion may elect, to the payment of principal, whether or not then due and payable, or any other sums secured by this Mortgage and/or, at the election of Mortgagee, to payment to Mortgagor to be used for the purpose of altering, restoring or rebuilding any portion of the Mortgaged Property which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other damage to the Mortgaged Property or for such other purpose as is specifically and reasonably authorized and on such terms as may be determined by Mortgagee. If prior to the receipt by Mortgagee of such award or payment, the Mortgaged Property shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive said award or payment to the extent of (i) the Mortgage debt remaining unsatisfied after such sale of the Mortgaged Property, with interest thereon at the Delinquent Rate, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied; and (ii) reasonable attorneys' fees, out-of-pocket costs, and disbursements incurred by Mortgagee in connection with the collection or attempted collection of such award, payment or mortgage debt.

Section 6. FURTHER ASSURANCES. Mortgagor shall do, execute, acknowledge, and deliver, at the cost of Mortgagor and without expense to Mortgagee, all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers, and assurances as Mortgagee shall from time to time reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the

intention of facilitating the performance of the terms of this Mortgage or for the filing, registering, or recording this Mortgage. On written demand, Mortgagor will execute and deliver to Mortgagee one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof upon the mixed or personal property; and upon Mortgagor's failure refusal or neglect to do so after written demand, Mortgagee shall have the right to execute any such documents in the name of Mortgagor.

Section 7. RECORDING AND PAYMENT OF STAMP TAXES.

(a) Mortgagor authorizes Mortgagee, upon the execution and delivery of this Mortgage, to cause this Mortgage and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the interest of the Mortgagee in, the Mortgaged Property,

(b) Mortgagor will pay all present and future filing, registration or recording fees, and all reasonable expenses incident to the preparation, execution, and acknowledgment of this Mortgage, any amendments or supplements hereto, and future advances hereunder, and any instrument of further assurance, and all federal, state, county, and municipal stamp taxes and other taxes, duties, imposts, assessments, and charges arising out of or in connection with the execution and delivery of the Note or this Mortgage and any supplements, any future or further advances or any instrument of further assurance.

Section 8. PROMPT PAYMENT OF TAXES AND CHARGES.

(a) Mortgagor, from time to time before the same shall become delinquent, will pay and discharge all taxes of every kind and nature (including, but not limited to, real and personal property taxes and income, franchise, withholding, profits, and gross receipt taxes), all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, and all other public charges whether of a like or different nature, imposed upon or assessed against it or the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect to the occupancy, use or possession thereof. Mortgagor shall, at least ten (10) days before they become delinquent, deliver to Mortgagee receipts evidencing the payment of all such taxes, assessments, levies, fees, rents, and other charges imposed upon or assessed against it or the Mortgaged Property or the revenues, rents, issues, income or profits thereof. Notwithstanding the foregoing, real estate taxes shall be paid by Mortgagor annually and Mortgagor shall be required to furnish Mortgagee with a paid tax receipt no later than March 20th of the year following the year in which such taxes were assessed.

(b) Nothing in this Mortgage shall require the payment or discharge of any obligation imposed upon Mortgagor by this Section 8, or by Sections 2, 3 or 9 provided Mortgagor, after prior notice to Mortgagee, contests by appropriate legal proceedings diligently conducted in good faith, without cost or expense, including attorneys' fees, to Mortgagee, the validity or application of any laws, fees, charges, taxes, claims or liens (such fees, charges, taxes, claims or liens hereinafter referred to collectively as "charges") subject to the following:

(i) If by the terms of any such laws or charges compliance therewith pending the prosecution of any such proceeding may legally be delayed without the occurrence of any lien of any kind against the Mortgaged Property, Mortgagor may delay compliance with any laws or the payment of any charges until the final determination of such proceeding.

(ii) If any lien against the Mortgaged Property would be incurred by reason of any such delay, Mortgagor may, nevertheless, contest and delay as aforesaid, provided Mortgagor furnishes to Mortgagee security (for example, a bond or irrevocable letter of credit), satisfactory to Mortgagee in its sole and absolute discretion, against any loss by reason of such contest or delay and prosecutes the contest, whether judicial, administrative or otherwise, with due diligence.

(iii) If at any time payment of any obligation imposed upon Mortgagor in connection with or relating to the Mortgaged Property shall become necessary to prevent the delivery of a tax deed or other document conveying or transferring any interest of Mortgagor in or to the Mortgaged Property or any part thereof because of the non-payment of such obligation, then, Mortgagor agrees to pay any such obligation in sufficient time to prevent the delivery of such tax deed or other document.

Section 9. PROMPT PAYMENT OF CLAIMS OR LIENS.

(a) Mortgagor agrees to pay, in the ordinary course of business, all claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in, or permit the creation of, a lien on the Mortgaged Property, or any part thereof, whether paramount or subordinate to this Mortgage, or on the revenues, rents, issues, income and profits arising therefrom and, in general, will do or cause to be done everything necessary so that the lien of this Mortgage shall be fully preserved, at the cost of Mortgagor and without expense to Mortgagee.

(b) Mortgagor agrees that if, at any time during the term of the Note, any lien, other than the lien created by this Mortgage, attaches to the Mortgaged Property or any part thereof, including, but not limited to, any liens or encumbrances, which are or appear to be junior and inferior to the lien of this Mortgage, Mortgagor shall forthwith have the same discharged and the Mortgaged Property released therefrom.

(c) Nothing in this Section 9 shall require the payment or discharge of any such lien provided Mortgagor, after prior notice to Mortgagee, contests by appropriate legal proceedings diligently conducted in good faith, without cost or expense, including attorneys' fees, to Mortgagee and furnishes to Mortgagee security (for example, a bond or irrevocable letter of credit), satisfactory to Mortgagee in its sole and absolute discretion, against any loss by reason of such contest or delay and prosecutes the contest, whether judicial, administrative or otherwise, with due diligence; provided, however, if at any time payment of any obligation imposed upon Mortgagor in connection with or relating to any such lien being contested shall become necessary to prevent the delivery of a document or documents conveying or transferring any interest of Mortgagor in or to the Mortgaged Property or any part thereof because of the non-payment of such obligation, then, Mortgagor agrees to pay any such obligation in sufficient time to prevent the delivery of such document.

Section 10. RIGHT TO INSPECT PREMISES AND RECORDS OF MORTGAGOR.

(a) During the term of the Note (including any extensions and/or renewals thereof) Mortgagor shall furnish to Mortgagee such financial statements, tax returns and other reports concerning the Mortgagor and/or the Mortgaged Property as set forth in the Note.

(b) Mortgagee and any persons authorized by Mortgagee shall have the right, from time to time at the discretion of Mortgagee, to enter and inspect the Mortgaged Property. At any time after the occurrence of any Event of Default under the terms of the Note, this Mortgage or any other Loan Document, if any of the buildings, improvements or equipment now or hereafter located on or in the Mortgaged Property shall be unprotected or unguarded, or if any improved portion of the Mortgaged Property shall be allowed to remain vacant or deserted, then at its option Mortgagee may employ watchmen for the Mortgaged Property and expend any monies deemed necessary by Mortgagee to protect the Mortgaged Property and the buildings, improvements and equipment thereon from waste, vandalism and other hazards, depredation or injury, and any sums expended by Mortgagee for such purpose shall bear interest at the default rate, shall be paid by Mortgagor on Mortgagee's demand and shall be secured by this Mortgage.

Section 11. INSURANCE.

(a) Mortgagor shall secure (or cause to be secured) and at all times maintain (or cause to be maintained) an insurance policy or policies in a form reasonably satisfactory to Mortgagee providing: (i)

hazard risk insurance with all risk, special form coverage, in an amount equal to one hundred percent (100%) (before co-insurance) of the full replacement cost thereof, upon the buildings, fixtures, chattels, improvements and personal property now existing or hereafter erected or placed upon the Mortgaged Property, insuring against all perils, including, without limitation, the perils of fire, hurricane, vandalism, malicious mischief and, in the event of construction, builders' risks, (ii) if the Mortgaged Property is located in a special flood hazard area, as so identified by the Federal Emergency Management Administration, flood insurance covering the risk of damage to improvements caused by flooding, in an amount equal to the lesser of the outstanding principal balance of the Note or the maximum limit of coverage available for the Mortgaged Property under the National Flood Insurance Program or as otherwise required by the Mortgagee; and (iii) Mortgagor shall obtain and carry general comprehensive liability insurance with a reputable and highly rated insurance company or companies licensed in Florida and reasonably acceptable to Mortgagee, which policy shall name both Mortgagor and Mortgagee as insureds, with such limits and on such terms, in such form and for such periods as Mortgagee shall initially require or such greater or different limits as Mortgagee may subsequently require from time to time. Mortgagor shall maintain such additional insurance as may be necessary to meet and comply with all co-insurance requirements to the end that Mortgagor is not a co-insurer under any of the insurance policies. Mortgagee shall have the right to review the forms, coverages, amounts, and duration of such insurance policies from time to time and to require, upon giving Mortgagor thirty (30) days advance written notice thereof, that the forms, coverages, amounts, or duration of such policies be changed or modified so as to reasonably protect Mortgagee's interests. Mortgagor shall maintain such additional insurance covering such other risks as the Mortgagee may require in such amounts and form as Mortgagee shall require.

(b) Each policy required hereunder shall (i) name Mortgagee as an insured as its interest may appear and as a loss payee or additional insured thereunder as appropriate for the policy in question; (ii) if requested by Mortgagee, include a waiver of subrogation clause; and (iii) contain an agreement by the insurer that it will not cancel or modify the coverage unless at least thirty (30) days advance written notice of the proposed cancellation or modification has been given to Mortgagee.

(c) All insurance shall be carried with companies (each having a rating of "A+ ", or the equivalent thereof, or better by Best's Key Rating Guide) approved by Mortgagee, which consent shall not be unreasonably withheld.

(d) In the event Mortgagor fails to secure and maintain (or cause same to be secured and maintained) any of the insurance coverages as provided in this Section 11, Mortgagee may, but shall not be obligated to, procure such insurance and Mortgagor shall, after twenty (20) days prior written notice, reimburse Mortgagee for all such insurance premiums paid by Mortgagee.

(e) In the event of any loss or physical damage, Mortgagor shall give immediate notice to Mortgagee and Mortgagee may file a proof of loss or damage if the same is not made promptly or properly by Mortgagor. Each appropriate insurer is authorized and directed by Mortgagor to make payment for such loss or damage directly to Mortgagee instead of to Mortgagor and Mortgagee jointly. Proceeds of any of the hazard insurance maintained pursuant to this Section 11 may be applied by Mortgagee, at its option, to reduce the obligations secured hereby (whether or not then due) and/or to restore or repair the Mortgaged Property damaged without Mortgagee's thereby waiving or impairing any equity, lien or right under or by virtue of this Mortgage or diminishing Mortgagor's obligation to Mortgagee under this Mortgage or the Note.

Notwithstanding the foregoing, in the event that all or any part of the improvements on the Mortgaged Property are damaged by fire or other casualty and Mortgagor promptly notifies Mortgagee of its desire to repair and restore the same, then provided Mortgagee consents, in its sole discretion, to such repair and restoration and that the following terms and conditions are and remain fully satisfied by Mortgagor, Mortgagee shall disburse insurance proceeds for repair and restoration of the said improvements on the Mortgaged Property against completed work in accordance with Mortgagee's standard construction loan disbursement conditions and requirements (which may be contained in an agreement which Mortgagee may require

Mortgagor to sign); otherwise, and to the extent of any excess proceeds, Mortgagee shall have the right to apply the proceeds toward reduction of the Loan:

- (i) no Event of Default (after all applicable notice and/or cure periods shall have expired) or event which, with the giving of notice or the passage of time, or both, would constitute such an Event of Default under any of the Loan Documents shall have occurred;
 - (ii) Mortgagor shall have delivered evidence satisfactory to Mortgagee that the improvements on the Mortgaged Property can be fully repaired and restored at least five (5) months prior to the maturity of the Note;
 - (iii) the work is performed under a stipulated sum or guaranteed maximum price contract satisfactory to Mortgagee in accordance with plans and specifications and a budget satisfactory to Mortgagee and in compliance with all applicable legal requirements;
 - (iv) Mortgagor shall have deposited with Mortgagee for disbursement in connection with the restoration the greater of: (1) the applicable deductible under the insurance policies covering the loss; or (2) the amount by which the cost of restoration of the said improvements on the Mortgaged Property to substantially the same value, condition and character as existed prior to such damage is estimated by Mortgagee to exceed the net insurance proceeds available for restoration; and
 - (v) Mortgagor has paid as and when due all of Mortgagee's costs and expenses incurred in connection with the collection and disbursement of insurance proceeds, including without limitation, inspection, monitoring, engineering and legal fees. If not paid on demand, and at Mortgagee's option, such costs may be deducted from the disbursements made by Mortgagee or added to the sums secured by this Mortgage.
- (f) Mortgagor shall deliver to Mortgagee, immediately after payment, proof of payment of insurance premiums. In the event of any dispute between Mortgagor and any insurer issuing the aforesaid insurance, Mortgagor shall keep Mortgagee informed of the progress in resolving same and should litigation ensue, Mortgagor shall inform Mortgagee of same and Mortgagee, at its option, may join in any such suit.

Section 12. NO TRANSFER OR FURTHER ENCUMBERING WITHOUT CONSENT.

(a) Mortgagor agrees not to sell, transfer, assign, lease the Premises and the buildings, or encumber, including "wraparound mortgages", (other than an encumbrance in favor of Mortgagee) the Mortgaged Property or any part thereof, without first obtaining the prior written consent of Mortgagee which consent Mortgagee may grant or withhold in its sole and absolute discretion. Upon any sale, transfer, conveyance, assignment, lease, or encumbrance, whether voluntarily, involuntarily or by operation of law, of any interest in the Mortgaged Property without Mortgagee's prior written consent, Mortgagee may, in its absolute discretion, declare the entire indebtedness evidenced by the Note and secured by this Mortgage to be immediately due and payable, and any such sale, transfer, conveyance, etc. made without the prior written consent of the Mortgagee shall be deemed *null and void ab initio*.

(b) There shall be no transfer or transfers of any interest in Mortgagor without first obtaining the prior written consent of Mortgagee pursuant to the terms and conditions set forth in Section 36 hereof.

(c) Mortgagor agrees, that during the term of the Note and this Mortgage (including any and all extensions and/or renewals thereof) Mortgagor shall not create, incur, assume or suffer to be created, incurred or assumed, or permit any pledge of or any mortgage, lien, charge, security interest or encumbrance

on or against the Mortgaged Property without the prior written consent of Mortgagee, which consent may be granted or withheld in Mortgagee's sole and absolute discretion. In the event such written consent is given, any and all financing, mortgages and liens shall be absolutely and unconditionally subordinated to the lien of this Mortgage. Upon the making or creating of any mortgage, lien, charge, security interest or encumbrance on or against the Mortgaged Property without the prior written consent of the Mortgagee without Mortgagee's prior written consent, Mortgagee may, in its absolute discretion, declare the entire indebtedness evidenced by the Note and secured by this Mortgage to be immediately due and payable, and any such mortgage, lien, charge, security interest or encumbrance made without the prior written consent of the Mortgagee shall be deemed *null and void ab initio*.

Section 13. MORTGAGEE'S PERFORMANCE IN MORTGAGOR'S STEAD. Should Mortgagor fail to make any payment, to do any act or thing, or to perform any obligation herein or in any lease of any part of the Mortgaged Property provided to be paid, done, or performed, at the time and in the manner so provided in this Mortgage, Mortgagee may, but without any obligation to do so, and without releasing Mortgagor from any obligation to do so, and provided that Mortgagee gives Mortgagor at least thirty (30) days (or such shorter period as Mortgagee deems reasonable under the circumstances) prior written notice and subject to any right of Mortgagor to contest contained in Section 8 herein: (a) pay, do or perform the same in such manner and to such extent as Mortgagee may deem reasonably necessary or desirable to protect the security hereof or to protect any other legitimate interest of Mortgagee or Mortgagor (Mortgagee for such purposes being authorized to enter upon the Mortgaged Property at all reasonable time and to commence, appear in, or defend any action or proceeding purporting to affect the security hereof); or (b) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of Mortgagee appears to be or might be superior to the interest of Mortgagee or Mortgagor in the Mortgaged Property.

Section 14. REPAYMENT OF ADVANCES. Mortgagor shall, within twenty (20) days after notice, repay to Mortgagee all sums, with interest thereon as hereafter provided, which at any time may be paid or advanced by Mortgagee for the payment of insurance, taxes, assessments, governmental, municipal, or other charges or impositions, title searches, title reports or abstracts, any obligation secured by a prior lien upon or prior interest in the Mortgaged Property, and any other advances made by Mortgagee which are or appear to be reasonably necessary or desirable, in Mortgagee's sole discretion, to maintain this Mortgage as a prior, valid, and subsisting lien upon the Mortgaged Property; to preserve and protect Mortgagee's or Mortgagor's interest therein or hereunder; or to preserve, repair or maintain the Mortgaged Property in compliance with the terms of this Mortgage. All such advances shall be entirely optional on the part of Mortgagee, and Mortgagor's obligation to repay the same with interest shall be secured by this Mortgage. In the event Mortgagor fails to repay any such advance within said twenty (20) day period, the amount of such advances shall bear interest from the day of each advance by Mortgagee until payment at the rate set forth in the Note for delinquent payments ("Delinquent Rate"); provided, however, the fact that said sums shall bear interest, as aforesaid, shall not be deemed to cure Mortgagor's default in failing to pay same within said twenty (20) day period.

Section 15. APPLICATION OF AWARDS AND PROCEEDS. Should the Mortgaged Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or be damaged by fire, flood, earthquake or in any other manner, Mortgagee shall be entitled to all compensation, awards, insurance proceeds, and other payments or relief therefor, and shall be entitled, at its option, to commence, appear in, and prosecute in its own name any action or proceeding, and to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action, proceeds or other payments are hereby assigned to Mortgagee which may, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including reasonable attorneys' fees, incurred by it in connection with such compensation, awards, damages, rights of action, proceeds, or other payments, release to Mortgagor any and all moneys so received by it or apply the same, or any portion thereof, to reduce the obligations secured by this Mortgage (whether or not then due) Mortgagee's rights hereunder as to the use of hazard insurance proceeds being subject however to the provisions of Section 11 of this Mortgage]. Mortgagor agrees to execute and deliver to Mortgagee such further

assignments of such compensation, awards, damages, rights of action, proceeds, or other payments as Mortgagee may, from time to time, require.

Section 16. APPLICATION OF PAYMENTS. If at any time during the term of the Note, Mortgagee receives or obtains a payment, installment, or other sum which is less than the entire amount then due in connection with the obligations secured hereby, Mortgagee shall, notwithstanding any instructions which may be given by Mortgagor or any other person, have the right to apply such payment, installment, or sum, or part thereof, to such of the items or obligations then due as Mortgagee may, in its sole discretion, determine.

Section 17. POSSESSION OF ABSTRACTS OF TITLE. This Section 17 shall not be operative as it relates to the possession of abstracts of title if the Mortgaged Property is located in a County in which abstracts are not generally available as a source for determining the status of title to real property or Mortgagor has provided as a basis for the issuance of a title policy a prior owner's title insurance policy; provided, however, that so long as Mortgagor is indebted to Mortgagee hereunder, Mortgagor shall remain liable for all costs incurred by Mortgagee in connection with title searches or title policies or endorsements to title policies deemed necessary by Mortgagee to perfect and preserve the validity, priority, and enforceability of this Mortgage.

Section 18. MORTGAGOR TO PAY COSTS RESULTING FROM BREACH. Mortgagor shall pay all and singular the out-of-pocket costs, charges and expenses, including reasonable attorneys' fees and abstract and/or title search costs, reasonably incurred or paid at any time by Mortgagee because of the failure of Mortgagor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the Note and/or this Mortgage.

Section 19. MORTGAGEE NEED NOT CURE MORTGAGOR'S DEFAULT. In order to accelerate the maturity of the indebtedness hereby secured because of the failure of Mortgagor to pay any tax assessment, insurance premium, liability, obligation or encumbrance upon said property, as herein provided, it shall not be necessary nor required that Mortgagee shall first pay the same.

Section 20. NO WAIVER OF TERMS BY FAILURE OF MORTGAGEE TO ENFORCE. Any failure of Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage or the Note shall not be deemed to be a waiver of any such terms and provisions. Mortgagee, notwithstanding any such failure, shall have the right thereafter, without prior notice to or demand upon Mortgagor, to insist upon the strict performance by Mortgagor of any such terms and provisions to be performed by Mortgagor. Neither Mortgagor nor any other person, now or hereafter obligated, whether primarily or secondarily, for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage, shall be relieved of any obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor, or of any other person so obligated, to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligations secured by this Mortgage, or by reason of the release, regardless of consideration or lack thereof, of the whole or any part of the security held for the indebtedness secured by this Mortgage. Mortgagee may release, regardless of consideration, any party liable, whether primarily or secondarily, upon or in respect to the indebtedness evidenced by the Note, or any part of the security held for the indebtedness secured by this Mortgage, without, as to any other party or as to the remainder of the security, in any ways impairing or affecting the obligations of any party not released by Mortgagee, the lien of this Mortgage or the priority of such lien over any subordinate lien. Mortgagee may, without foreclosing this Mortgage or bringing suit on the Note, resort, for the payment of the indebtedness secured by this Mortgage, to any security therefor, other than and in addition to the property hereby encumbered, held by Mortgagee and in such order and manner as Mortgagee may elect.

Section 21. EVENTS OF DEFAULT. Mortgagor shall be in default under this Mortgage and the Note upon the happening of any of the following events, circumstances or conditions ("Event of Default"), to wit:

(a) if Mortgagor fails to make payment of (i) any interest evidenced by and required to be paid under the Note, or in the payment of any installment of principal, in either such case, when and as the same shall become due and payable, whether at maturity, by acceleration, as part of any required prepayment, or otherwise, in each case, as provided in the Note or this Mortgage, or (ii) any insurance premium necessary to maintain in effect any insurance policy required under this Mortgage, when and as the same shall become due and payable, or (iii) any other monies required by any provisions of the Note or this Mortgage, other than those provisions relating to the payment of principal or interest or insurance premiums, to be paid and any such failure shall continue for ten (10) consecutive days after written notice; or

(b) if Mortgagor fails to abide by any of the provisions of this Mortgage and the Note applicable to it, other than for the payment of money or as stated in (e), (f), (g), (h), (i), (j), (k), (l), (m), (n), (o), (q) and (r) below (each a "Non-Monetary Default") and any such Non-Monetary Default, provided it can be remedied, is not remedied within thirty (30) days after written notice from Mortgagee to Mortgagor of any such Non-Monetary Default; provided, however, if such Non-Monetary Default requires work to be performed, acts to be done or conditions to be remedied which by their nature cannot be performed, done or remedied, within such thirty (30) day period, Mortgagor shall have such additional time as is reasonably necessary to cure such Non-Monetary Default so long as Mortgagor diligently and continuously processes the same to completion, but not to exceed sixty (60) days from the date of the giving of such notice; or

(c) if Mortgagor fails to abide by any of the provisions of the Security Agreement set forth in Section 28 hereof ("Section 28 Default"), and any such Section 28 Default, provided it can be remedied, is not remedied within thirty (30) days after written notice from Mortgagee to Mortgagor of any such Section 28 Default; provided, however, if such Section 28 Default requires work to be performed, acts to be done or conditions to be remedied which by their nature cannot be performed, done or remedied, within such thirty (30) day period, Mortgagor shall have such additional time as is reasonably necessary to cure such Section 28 Default so long as Mortgagor diligently and continuously processes the same to completion, but not to exceed sixty (60) days from the date of the giving of such notice; or

(d) if Mortgagor fails to pay the real and/or personal property taxes on the Mortgaged Property when the same become due and payable; or

(e) if Mortgagor fails to cure any Event of Default as defined in the Loan Agreement (if any) by and between Mortgagor and Mortgagee (the "Loan Agreement") on a timely basis; or

(f) if a petition in bankruptcy or for reorganization under any bankruptcy or insolvency law or for a receiver or trustee for any of its property is filed by Mortgagor or any guarantor of the indebtedness secured by this Mortgage ("Guarantor"), or if a petition in bankruptcy or for reorganization under any bankruptcy or insolvency law or for a receiver or trustee of any of its property is filed against Mortgagor or any Guarantor which is not dismissed within 30 days or if a receiver or trustee of any property of Mortgagor or any Guarantor is appointed and is not discharged within 30 days, or if Mortgagor or any Guarantor makes an assignment or transfer for the benefit of creditors or if Mortgagor or any Guarantor is unable to pay its debts or is adjudicated insolvent by a federal or state court of competent jurisdiction or if an attachment or execution is levied against any substantial portion of the property of Mortgagor or any Guarantor which is not discharged within 30 days; or

(g) in the event any other mortgage is placed upon the Mortgaged Property without the prior written consent of Mortgagee; or

(h) if Mortgagor fails to cure any Event of Default as that term is defined in the Note secured by this Mortgage on a timely basis.

(i) the entry of a judgment exceeding \$20,000.00 against the Mortgagor, or any Guarantor which is not satisfied or "bonded-off" within 30 days after the rendition thereof; or

(j) the issuance of any attachments or garnishment of any property of Mortgagor or Guarantor not removed within thirty (30) days; or

(k) the filing of any lien against any Property of the Mortgagor or any Guarantor, including the Mortgaged Property, which is not discharged or "bonded-off" within thirty (30) days after such issuance or filing.

(l) the dissolution or the merger, consolidation or reorganization of the Mortgagor or any Guarantor; or

(m) the death of either Mario Castellanos or Ibonne Castellanos; provided, however, the death of any Guarantor shall not be an Event of Default if (x) Mortgagee is able to file a claim in the estate of the Decedent for the full amount of the guaranty liability of such Guarantor; and (y) a Substitute Guarantor reasonably acceptable to Mortgagee and with a financial condition which, in Mortgagee's reasonable judgment, is equal to or better than the financial condition of the Decedent executes and delivers to Mortgagee a guaranty in form and substance as to required by Mortgagee within ninety (90) days from the Decedent's death; or

(n) the determination by the Mortgagee that any material warranty, representation, certificate or statement of the Mortgagor or any Guarantor pertaining to or in connection with the Obligations is not true; or

(o) assignment by the Mortgagor of any equity in any of the collateral securing the Obligations without the prior written consent of the Mortgagee; or

(p) failure of Mortgagor or any Guarantor to timely furnish financial and other reports as required under the Note; or

(q) the sale, conveyance, or pledge of any interest in the Mortgagor to any other individual, firm, partnership or corporation except as permitted in this Mortgage.

(r) a change of the current Manager (i.e., Mario Castellanos) of the Mortgagor without the prior written consent of the Mortgagee, which consent may be granted or withheld in the sole discretion of the Mortgagee.

(s) failure of Mortgagor timely to comply with Section 47 hereof and the BSA/AML/OFAC laws and/or regulations and/or with the Program as set forth in Section 50 hereof.

Section 22. REMEDIES UPON DEFAULT. Upon the occurrence and during the continuance of any Event of Default, as set forth in Section 21, above, Mortgagee may, without any notice to or demand upon Mortgagor, declare the entire principal evidenced by the Note then outstanding (if not then due and payable), and all accrued and unpaid interest thereon, to be due and payable immediately, whereupon the principal of the Note and said accrued and unpaid interest shall become and be immediately due and payable, anything in the Note or herein to the contrary notwithstanding. Mortgagee shall be entitled thereupon or thereafter, without notice or demand, to institute suit at law or in equity to enforce the rights of Mortgagee hereunder or under the Note. In the Event of Default, Mortgagee shall have the continuing option to enforce payment of all sums secured hereby by action at law or suit in equity to foreclose this Mortgage, either or both, concurrently or otherwise, and one action or suit shall not abate or be a bar to or waiver of Mortgagee's right to institute or maintain the other, provided said Mortgagee shall have only one payment and satisfaction of the obligations secured by this Mortgage.

Section 23. RIGHT TO APPOINTMENT OF RECEIVER UPON DEFAULT. In the event of a suit being instituted to foreclose this Mortgage, Mortgagee shall, as a matter of right, be entitled to apply at any

time during such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of all and singular the Mortgaged Property, and of all rents, incomes, profits, issues and revenues thereof from whatsoever source derived. Thereupon, it is hereby expressly covenanted and agreed that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases, and said appointment shall be made without reference to the adequacy or inadequacy of the value or security of the Mortgaged Property, or to the solvency or insolvency of Mortgagor or any other party defendant to such suit. **MORTGAGOR HEREBY SPECIFICALLY WAIVES THE RIGHT TO OBJECT TO THE APPOINTMENT OF A RECEIVER AS AFORESAID AND HEREBY EXPRESSLY CONSENTS THAT SUCH APPOINTMENT SHALL BE MADE AS AN ADMITTED EQUITY AND AS A MATTER OF ABSOLUTE RIGHT TO MORTGAGEE AND AGREES THAT THE SAME MAY BE DONE WITHOUT NOTICE TO MORTGAGOR. MORTGAGOR FURTHER AGREES THAT THE RECEIVER SHALL HAVE ALL RIGHTS CONFERRED BY LAW, AND, IF NOT CONFERRED BY LAW, THE RIGHT TO COMPLETE ANY CONSTRUCTION ALREADY COMMENCED ON THE PREMISES AND/OR TO MAKE NECESSARY REPAIRS TO KEEP THE MORTGAGED PROPERTY IN PROPER CONDITION DURING THE PERIOD OF RECEIVERSHIP.** Mortgagor further agrees to pay all fees and costs of the receiver, and all costs, including reasonable attorneys' fees, incurred by Mortgagee in connection therewith.

Section 24. RIGHT TO POSSESSION UPON DEFAULT. During the continuance of any Event of Default, to the extent permitted by applicable law, Mortgagee or its agents may enter into and upon all or any part of the Mortgaged Property, and each and every part thereof, and may exclude Mortgagor, its agents and employees wholly therefrom; and having and holding the same may use, operate, manage and control the Mortgaged Property. Upon every such entry, Mortgagee, at the expense of Mortgagor, from time to time, either by purchase, repairs or construction, may maintain and restore the Mortgaged Property, may complete the construction or development of any improvements and, in the course of such completion, may make such changes in any contemplated improvements as it may deem necessary and may insure the same. Likewise, from time to time, at the expense of Mortgagor, Mortgagee may make all necessary repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as to it may seem necessary. Mortgagee shall have the right to manage and operate the Mortgaged Property and exercise all rights and powers of Mortgagor with respect thereto either in the name of Mortgagor or otherwise as it shall deem appropriate. Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Mortgaged Property and every part thereof, all of which shall for all purposes constitute property of Mortgagee; and after deducting the expenses of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Mortgaged Property or any part thereof, as well as just and reasonable compensation for the services of Mortgagee and for all reasonable attorneys, counsel, agents, clerks and other employees by it properly engaged and employed, Mortgagee shall apply the monies arising as aforesaid to the obligations secured hereby in such order as Mortgagee may elect.

Section 25. CLAIM IN BANKRUPTCY. In case of proceedings by or against Mortgagor in insolvency or bankruptcy or any proceedings for its reorganization or involving the liquidation of its assets, then, and in such case, Mortgagee shall be entitled to prove the amount of principal and interest due upon the Note to the full amount thereof, and all other payments, charges, and costs, including reasonable attorneys' fees, due under the Note or this Mortgage, without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Mortgaged Property; provided, however, that in no event shall Mortgagee receive a greater amount than such principal and interest and such other payments, charges and costs due under this Mortgage or the Note from the aggregate amount of the proceeds of the sale of the Mortgaged Property and the distribution from the estate of Mortgagor.

Section 26. SUIT FOR PARTIAL SATISFACTION.

(a) Mortgagee shall have the right from time to time to take action to recover any sums, whether interest, principal, or any installment of either, or any other sums required to be paid under the terms

of this Mortgage, as the same become due, without regard to whether or not the entire principal sum secured, or any other sums secured, by the Note and Mortgage shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced. No remedy conferred upon or reserved to Mortgagee herein or in the Note is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given to Mortgagee now or hereafter existing at law or in equity or by statute. No delay or omission of Mortgagee in exercising any right or power accruing upon any Event of Default herein or in the Note, shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or any acquiescence therein. Every power and remedy given in this Mortgage or in the Note to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. No waiver of any provision hereof shall be deemed effective unless in writing and signed by Mortgagee, and no such waiver shall be deemed a waiver of any other provision or a continuing waiver of such particular provision and, except as so expressly waived, all provisions hereof shall continue in full force and effect. Nothing in this Mortgage or in the Note shall affect the obligation of Mortgagor to pay the principal of, and interest on, the Note in the manner and at the time and place therein respectively expressed.

(b) Mortgagee may, at its option, foreclose this Mortgage for any portion of the debt or any other sums secured hereby which are then due and payable, subject to the continuing lien of this Mortgage for the balance of the mortgage debt not then being demanded.

Section 27. SUBROGATION OF MORTGAGEE TO RIGHTS OF LIENORS. To the extent of the indebtedness of Mortgagor to Mortgagee described herein or secured hereby, Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders of each and every mortgage, lien or other encumbrance on the Mortgaged Property which is paid and/or satisfied, in whole or in part, out of the proceeds of the loan described herein or secured hereby or other sums advanced by Mortgagee for the purpose of paying or satisfying any such mortgage, lien or other encumbrance. Notwithstanding the fact that the same may be satisfied and canceled of record, the respective liens of said mortgages, liens or other encumbrances shall be and the same and each of them hereby is preserved and shall pass to and be held by Mortgagee herein as security for the indebtedness to Mortgagee herein described or hereby secured to the same extent that it would have been preserved and would have been passed to and been held by Mortgagee had it been duly and regularly assigned, transferred, set over, and delivered unto Mortgagee by separate deed of assignment.

Section 28. SECURITY AGREEMENT. This Mortgage is, in addition to being a mortgage, a Security Agreement under the Uniform Commercial Code in effect in the State of Florida from time to time ("UCC"). In consideration of value contemporaneously given by Mortgagee to Mortgagor and as additional security for the repayment of all of the obligations secured by this Mortgage, Mortgagor, as the "Debtor," hereby grants to Mortgagee, as the "Secured Party," a security interest in and to all of the Mortgaged Property, more particularly described in paragraphs (c) through (l), inclusive, of the granting clause of this Mortgage, which is, or may ultimately be deemed to be, personal property (hereinafter in this Section 28 referred as "Collateral"). To evidence this security interest, Mortgagor agrees to execute and deliver to Mortgagee any and all Financing Statements (UCC-1) and any and all amendments thereto or continuations thereof as Mortgagee may request from time to time. Mortgagor agrees with Mortgagee:

(a) Mortgagor Remains Liable. Anything herein to the contrary notwithstanding, (i) Mortgagor shall remain liable under the Assigned Agreements, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Mortgage had not been executed, (ii) the exercise by Mortgagee of any of its rights hereunder or at law or in equity shall not release Mortgagor from any of its duties or obligations under the Assigned Agreements, and (iii) Mortgagee shall not have any obligation or liability under the Assigned Agreements by reason of this Mortgage nor shall Mortgagee be obligated to perform any of the obligations or duties of Mortgagor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

(b) Representations. Mortgagor represents and warrants to Mortgagee that:

(i) All Assigned Agreements have been duly authorized, executed and delivered by both parties thereto, are and will be in full force and effect, and are and will be binding upon and enforceable against both parties thereto in accordance with the terms thereof.

(ii) The chief place of business and chief executive office of Mortgagor and the office where Mortgagor keeps its records concerning the Collateral are located at the address for Mortgagor specified in Section 31 below. None of the Collateral is presently evidenced by a promissory note or other instrument.

(iii) Mortgagor owns the Collateral free and clear of any lien, security interest, charge or encumbrance, except for the security interest hereby created. No financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of Mortgagee.

(iv) This Mortgage creates a valid and first priority security interest in the Collateral, securing the payment of the obligations secured hereby.

(v) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (1) for the grant by Mortgagor of the assignment or security interest granted hereby or for the execution, delivery or performance of the terms of this Mortgage by Mortgagor or (2) for the perfection of or the exercise by the Mortgagee of its rights and remedies hereunder.

(c) Further Assurances. Mortgagor agrees that:

(i) from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Mortgagee may request, in order to perfect and protect the assignment and security interest granted or purported to be granted hereby or to enable Mortgagee to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Mortgagor will: (1) if any Collateral shall be evidenced by a promissory note or other instrument or chattel paper, deliver to Mortgagee hereunder such note or instrument or chattel paper duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to Mortgagee; (2) execute, authorize, and/or file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as Mortgagee may request, in order to perfect and preserve the assignment and security interest granted or purported to be granted hereby; and (3), if requested by Mortgagee, mark conspicuously each copy of any instrument which evidences any Collateral each of its records pertaining to the Collateral with a legend, in form and substance satisfactory to Mortgagee, indicating that such instruments have been assigned and are subject to the security interest pursuant hereto;

(ii) Mortgagee shall have the right, exercisable at any time and from time to time, to deliver a copy of this Mortgage to any obligor of Mortgagor involving the Collateral; and

(iii) it will furnish to Mortgagee, if requested by Mortgagee, an opinion of counsel reasonably acceptable to Mortgagee to the effect that all financing or continuation statements have been filed, and all other action has been taken, to perfect and validate continuously from the date hereof the security interest granted hereby.

(d) Place of Perfection; Records. Mortgagor shall keep its chief place of business and chief executive office and the office where it keeps its records concerning the Collateral at the location specified in Section 31, below, or, upon 30 days' prior written notice to Mortgagee, at such other location in a

jurisdiction where all action shall have been taken to perfect the security interest of Mortgagee with respect to the Collateral. Mortgagor will hold and preserve such records and will permit representatives of Mortgagee at any time during normal business hours to inspect and make abstracts from such records.

(e) As to the Assigned Agreements.

(i) Mortgagor shall, at its expense:

(1) Deliver, when requested by Mortgagee, true copies of all present and future Assigned Agreements to the Mortgagee.

(2) Perform and observe all the terms and provisions of the Assigned Agreements to be performed or observed by it, maintain the Assigned Agreements in full force and effect, enforce the Assigned Agreements in accordance with their terms, and take all such action to such end as may be, from time to time, requested by Mortgagee.

(3) Furnish to Mortgagee, promptly upon receipt thereof copies of all substantive and material notices, requests and other documents received by Mortgagor under or pursuant to the Assigned Agreements, and from time to time, (A) furnish to Mortgagee such information and reports regarding the Collateral as Mortgagee may reasonably request and (B) upon request of the Mortgagee, make such demands and requests for information and reports or for action upon any obligor under the Assigned Agreements as Mortgagor is entitled to make under Assigned Agreements.

(ii) Mortgagor shall not:

(1) Sell, (except that Mortgagor may enter into and close on Contracts for Sale of units to be constructed upon the Mortgaged Property in accordance with the Loan Agreement, if any), assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral, or create or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral to secure debt of any person or entity (except for the assignment and security interest created by this Mortgage).

(2) Cancel or terminate the Assigned Agreements or consent to or accept any cancellation or termination thereof except pursuant to the terms of the Assigned Agreements.

(3) Amend or otherwise materially modify the Assigned Agreements or give any consent, waiver or approval thereunder which would materially impair the value of the Assigned Agreements.

(4) Waive any material default under or breach of the Assigned Agreements.

(5) Take any other action in connection with the Assigned Agreements which would materially impair the value of the interest or rights of Mortgagor thereunder or which would materially impair the interest or rights of Mortgagee arising as the result of this Mortgage.

(f) Payments involving the Collateral.

(i) Mortgagee agrees that, until an Event of Default occurs, Mortgagor or its agent shall be permitted to receive, but only at the time(s) provided in the Assigned Agreements or any other document involving the Collateral, all sums which, according to the terms of any Assigned Agreements or any other document involving the Collateral, are to be disbursed to Mortgagor; provided, however, Mortgagor acknowledges that the permission to collect such sums prior to the occurrence of an Event of Default shall not

be deemed to delay, lessen, defer, postpone or otherwise affect in any manner the attachment of Mortgagee's security interest in the Collateral as of the date of this Mortgagee.

(ii) Mortgagee agrees that upon the occurrence and continuation of an Event of Default all such sums due or to become due to Mortgagee (whether such sums have been or are being collected by Mortgagee or an escrow agent) or any other document involving the Collateral shall be paid directly to Mortgagee.

(iii) Mortgagee agrees that all benefits, performances or services due it under or in connection with any Assigned Agreements or any other document involving the Collateral shall be due Mortgagee upon the occurrence and continuation of an Event of Default.

(g) Mortgagee Appointed Attorney-in-Fact. Mortgagee hereby irrevocably appoints Mortgagee Mortgagee's attorney-in-fact, with full authority in the place and stead of Mortgagee and in the name of the Mortgagee or otherwise, from time to time in Mortgagee's discretion after the occurrence of an Event of Default, to take any action and to execute any instrument which Mortgagee may deem necessary or advisable to accomplish the purposes of this Mortgage including, without limitation, to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in connection with the Collateral; to receive, indorse, and collect any drafts or other instruments, documents and chattel paper in connection therewith; and to file any claims or take any action or institute any proceedings which Mortgagee may deem to be necessary or desirable for the collection thereof or to enforce compliance with the terms and conditions of the Assigned Agreements or any other document involving the Collateral.

(h) Mortgagee May Perform. If Mortgagee fails to perform any agreement contained herein, Mortgagee may itself perform, or cause performance of, such agreement, and the expenses of Mortgagee incurred in connection therewith shall be payable by Mortgagee.

(i) Mortgagee's Duties. The powers conferred on Mortgagee hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers for the interest of Mortgagee or any other creditor. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it pursuant to this Mortgage, Mortgagee shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

(j) Remedies Upon Default. Upon the occurrence and continuation of an Event of Default:

(i) All payments received by Mortgagee under or in connection with the Assigned Agreements or otherwise in respect of the Collateral shall be received in trust for the benefit of Mortgagee, shall be segregated from other funds of Mortgagee, and shall be forthwith paid over to Mortgagee in the same form as so received (with any necessary endorsement);

(ii) All payments due or to become due to Mortgagee under any Assigned Agreements or otherwise in respect of the Collateral from any escrow agent shall be paid over to Mortgagee;

(iii) All payments made under or in connection with the Assigned Agreements or otherwise in respect of the Collateral and received by Mortgagee may, in the discretion of Mortgagee, be held by Mortgagee as collateral for, and/or then or at any time thereafter applied (after payment of reasonable expenses of retaining, holding, preparing for sale or lease, selling, leasing and the like and reasonable attorneys' fees and legal costs incurred by Mortgagee in connection therewith) in whole or in part by Mortgagee against, all or any part of the obligations secured hereby in such order as Mortgagee shall elect.

Any surplus held by Mortgagee and remaining after payment in full of all the Obligations shall be paid over to Mortgagor or to whoever may be lawfully entitled to receive such surplus;

(iv) Mortgagee may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it in law or equity, all the rights and remedies of a secured party in the event of a default by a debtor under the Uniform Commercial Code; and

(v) Mortgagee shall have the absolute right to demand that any obligor of Mortgagor in regard to the Collateral recognize Mortgagee as the party entitled to all of the benefits of Mortgagor in connection with such Collateral.

(k) Indemnity and Expenses.

(i) Mortgagor agrees to indemnify Mortgagee from and against any and all claims, losses and liabilities growing out of or resulting from this Mortgage (including, without limitation, enforcement of this Mortgage) except claims, losses or liabilities resulting from Mortgagee's negligence or willful misconduct.

(ii) Mortgagor will upon demand and after default, pay to Mortgagee the amount of any and all reasonable expenses, including the reasonable fees and expenses of its legal counsel and of any experts and agents, which Mortgagee may incur in connection with (1) the administration of this Mortgage, (2) the custody or preservation of, or the collection from or other realization upon, any of the Collateral, (3) the exercise or enforcement of any of the rights of Mortgagee hereunder or (4) the failure of the Mortgagor to perform or observe any of the provisions hereof.

(l) Security Interest Absolute. All rights of Mortgagee and the assignment and security interest hereunder, and all obligations of Mortgagor hereunder, shall be absolute and unconditional, irrespective of:

(i) any lack of validity or enforceability of this Mortgage, or any other agreement or instrument evidencing, securing or guaranteeing the obligations secured hereby or of the Assigned Agreements or any of them or any other document relating to the Collateral; or

(ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the obligations secured hereby or of the Assigned Agreements or any of them, or any other amendment or waiver of or any consent to any departure from any agreement or instrument evidencing, securing or guaranteeing the obligations secured hereby or of the Assigned Agreements or any of them; or

(iii) any exchange, subordination, release, non-perfection or failure to maintain perfection of the Collateral or any other security for the obligations secured hereby, or any release or amendment or waiver of or consent to departure from any guarantee, for all or any of and obligations; or

(iv) the fact that Mortgagee may have more than one security interest of a similar or different nature in the Collateral or any part thereof; or

(v) any other presently existing circumstance which might otherwise constitute a defense available to, or a discharge of, the Mortgagor in respect of the obligations secured hereby or Mortgagor in respect of this Mortgage.

(m) Continuing Assignment and Security Interest; Transfer of Evidence of Indebtedness. This Mortgage shall create a continuing assignment of and security interest in the Collateral and shall remain in full force and effect until payment in full of the obligations secured hereby. Mortgagee may assign or otherwise transfer any evidence of indebtedness held by it to any other person or entity, and such other person

or entity shall thereupon become vested with all the benefits in respect thereof granted to Mortgagee herein or otherwise. Upon the payment in full of the obligations secured hereby, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to Mortgagor. Upon any such termination, Mortgagee will, at the Mortgagor's expense, execute and deliver to Mortgagor such documents as Mortgagor shall reasonably request to evidence such termination.

(n) Escrow Agent. If any funds under the Assigned Agreements or any other document relating to the Collateral are paid to an escrow agent or trustee ("Escrow Agent"), Mortgagor agrees that:

(i) Mortgagor will inform Mortgagee of the name and address of such Escrow Agent. All such funds now or hereafter held in escrow for the benefit of, and/or payments to be made by the Escrow Agent to, Mortgagor from escrow or otherwise pursuant to the Assigned Agreements or otherwise in connection with the Collateral shall be deemed held by the Escrow Agent in trust for and subject to the security interest of Mortgagee. Mortgagor agrees that Mortgagee shall have the right, exercisable at any time and from time to time without notice to the Mortgagor, to (1) inform the Escrow Agent of Mortgagee's security interest in the escrowed funds, (2) to deliver a true copy of this Mortgage to the Escrow Agent, and (3) to request a report from the Escrow Agent of all funds held in escrow.

(ii) Upon the occurrence and continuation of an Event of Default, Mortgagee shall have the right:

(1) (A) with the prior consent of the relevant contract purchaser(s), if such consent is required, to have all escrowed funds transferred to Mortgagee, who shall thereupon become the new Escrow Agent; and/or

(B) to direct the Escrow Agent's receipt, holding and application of such escrowed funds;

(2) to receive all payments due or to become due to Mortgagor under the Assigned Agreements or otherwise in connection with the Collateral; and

(3) to give notice to all obligees of Mortgagor involving the Collateral to make all payments directly to the Mortgagee or as directed by Mortgagee.

(iii) Mortgagee shall only be responsible for the application of such funds as are actually delivered to it pursuant to the Escrow Agreement and/or by contract obligees.

(iv) The terms and conditions of this Section 28 shall be deemed incorporated into any agreement between Mortgagor and any Escrow Agent and between Mortgagor and any third party applicable to or involving the Mortgaged Property and/or any interest (including any leasehold interest) therein, as if the terms hereof were fully set forth therein.

(o) Miscellaneous. Mortgagor agrees:

(i) To defend the title to the Collateral against all persons and against all claims and demands whatsoever and to keep the Collateral free and clear of any and all liens, claims, charges, encumbrances, taxes and assessments;

(ii) To retain possession of the Collateral during the term of this Mortgage and not to sell (excepting therefrom that Mortgagor may enter into and close on Contracts for Sale of units to be constructed upon the Mortgaged Property in accordance with the Loan Agreement, if any), exchange, assign, lend, deliver, lease, mortgage or otherwise dispose of same without the prior written consent of Mortgagee;

(iii) To keep the Collateral, at Mortgagor's own cost and expense, in good repair and condition and available for inspection by Mortgagee at all reasonable times;

(iv) To use the proceeds of the loan to pay the purchase price of any Collateral to be purchased therewith and filing fees and insurance premiums in connection therewith; provided, however, Mortgagee may pay the proceeds directly to the seller of the Collateral;

(v) To keep the Collateral insured against loss, damage, theft, and such other risks as is customary for businesses dealing with similar Collateral or as Mortgagee may require and in such amounts and in such form and for such periods as shall be satisfactory to Mortgagee; each such policy shall provide that loss thereunder and proceeds payable thereunder shall be payable as provided in and shall be subject to the other provisions of Section 11, above;

(vi) To pay when due all taxes and assessments upon the Collateral or for its use or operation;

(vii) To remain liable for any deficiency resulting from a sale of the Collateral and shall pay any such deficiency forthwith on demand by Mortgagee.

Section 29. SAVINGS CLAUSE. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be inapplicable or unenforceable in any respect, such inapplicability or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such inapplicable or unenforceable provision had never been contained herein.

Section 30. NOTICE. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when hand delivered or three (3) days after having been sent by telegraph or by registered or certified mail to any party hereto at its address set forth herein below, or at such other address of which written notification has been given to the other party:

To the Mortgagee:

U.S. CENTURY BANK
2301 NW 87th Avenue
Doral, Florida 33172
Attn: Real Estate Department

To the Mortgagor:

NORTH GABLES BUILDING, LLC
3761 SW 139th Place
Miami, Florida 33175
Attn: Mario Castellanos

Section 31. COVENANTS TO RUN WITH LAND. All of the grants, covenants, terms, provisions, and conditions herein shall run with the land.

Section 32. ESTOPPEL STATEMENT. Mortgagor shall, at the request of Mortgagee, furnish a written statement in recordable form of the amount owing on the obligations which this Mortgage secures and therein state whether or not Mortgagor claims any defenses or setoffs thereto.

Section 33. NO ORAL MODIFICATION. This Mortgage cannot be modified orally.

Section 34. CREDITING OF PAYMENTS. Any payments made by Mortgagor in partial or complete discharge of the indebtedness secured hereby to any agent other than the owner and holder of the Note and Mortgage of record, as reflected in the Public Records of the jurisdiction in which the Mortgaged Property is situated, or as designated by Mortgagee in writing, shall constitute a payment to Mortgagor's agent and not to the owner and holder of the Note or its agent. In this regard, it is understood that until said payment is actually in the possession of Mortgagee or its assigns, as the case may be, who at that time is the owner and holder of record of said Mortgage and said Note or is in the possession of the person designated by Mortgagee in writing to receive said payment, said payment shall be deemed not to have been properly made, and Mortgagee shall not be required to release or discharge this Mortgage.

Section 35. FUTURE ADVANCES. This Mortgage also secures the payment of and includes all future or further advances, as shall be made by Mortgagee herein or its successors or assigns, to and for the benefit of Mortgagor or Mortgagor's successors within twenty (20) years from the date hereof to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be secured by this Mortgage may decrease or increase from time to time, but the total unpaid principal balance so secured at any one time shall not exceed a sum equal to two hundred percent (200%) of the face amount of the Note secured hereby, together with interest thereon and any and all disbursements made by Mortgagee for the payment of taxes, levies, or insurance on the Mortgaged Property covered by the lien of this Mortgage with interest on such disbursements at the rate specified in the Note and for reasonable attorneys' fees and court costs incurred in the collection of any or all of such sums of money.

Section 36. CONSENT NECESSARY. No assignment, mortgaging or hypothecation of all or any part of the security for this Mortgage, whether real or personal property, shall be made by Mortgagor or by a pledgor without having first obtained the prior written consent of Mortgagee. No dissolution of Mortgagor shall be suffered or permitted without said prior written consent of Mortgagee having first been obtained. There shall be no sale, transfer or transfers, or other conveyance of any interest in Mortgagor including but not limited to sales, conveyances or pledges, without first obtaining the prior written consent of Mortgagee, which consent Mortgagee may grant or withhold in its discretion. Upon any sale, transfer or transfers, or other conveyance of an interest in Mortgagor without Mortgagee's prior consent, Mortgagee may, in its absolute discretion, declare the entire indebtedness evidenced by the Note and secured by this Mortgage to be immediately due and payable, and any such sale, transfer or transfers or other conveyance made without the prior written consent of the Mortgagee shall be deemed *null and void ab initio*.

Section 37. COLLECTION COSTS. In case it should be necessary to place this Mortgage or the Note secured hereby or either of them, in the hands of an attorney for enforcement and/or collection, Mortgagor covenants and agrees with Mortgagee to pay all out-of-pocket costs, charges and expenses of such enforcement and/or collection, including reasonable attorneys' fees, whether enforced and/or collected by foreclosure or otherwise (whether such fees are incurred prior to the institution of legal proceedings or thereafter and whether at the trial or appellate level, in pre- and post-judgment proceedings, in bankruptcy or otherwise).

Section 38. DELINQUENT PAYMENTS. If payment of interest or of principal due on the Note shall not be made on or prior to the date on which it is due and payable, it shall bear interest from its due date at the Delinquent Rate until paid regardless of whether or not the repayment of the indebtedness secured hereby has been accelerated. No failure by Mortgagee to insist upon the strict performance by Mortgagor of Mortgagor's obligations to pay interest at the Delinquent Rate shall constitute a waiver by Mortgagee of its right to enforce the provisions of this section at any time nor shall acceptance of Delinquent Rate payments be deemed to extend the time of payment thereafter of any payments or obligations, or any part thereof, secured hereby.

Section 39. RULES FOR INTERPRETATION. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. If this

Mortgage is executed by two or more persons, they shall be jointly and severally liable hereunder. The terms of this Mortgage will be governed by the laws of the State of Florida except for interest rates or other terms of lending which are or, at the election of Mortgagee, may be governed by the laws of the United States.

Section 40. MAXIMUM INTEREST RATE. Nothing contained in this Mortgage or the Note shall be deemed to establish or require the payment of a rate of interest in excess of the rate (whether limited or unlimited) that may legally be charged under the laws (whether codified or not) of the State of Florida or of the United States, whichever is higher or unlimited, as such applicable rate exists on the date hereof or as it may hereafter lawfully be increased by subsequent legislation, including legislation which would eliminate any limitation on interest rates.

Section 41. CAPTIONS. It is agreed and understood that the headings and captions contained in this Mortgage are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Mortgage.

Section 42. FEES. Mortgagee shall not be obligated to pay any brokerage fee, charges or commission in connection with this Mortgage and the Note, and the Mortgagor agrees to indemnify and hold Mortgagee harmless from any and all claims, including, but not necessarily limited to, brokerage claims arising out of or in connection with the Note and this Mortgage.

Section 43. PARTIAL RELEASES. INTENTIONALLY DELETED

Section 44. EXTENSION OPTION. INTENTIONALLY DELETED

Section 45. HAZARDOUS SUBSTANCES.

(a) To the best of Mortgagor's knowledge, after reasonable inquiry and due diligence, Mortgagor hereby represents that neither Mortgagor nor any other person has ever used the Mortgaged Property as a storage facility for any "Hazardous Substances" used in the ordinary course of Mortgagor's business.

(b) Mortgagor hereby agrees to indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Mortgaged Property of any Hazardous Substance (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so called federal, state or local "Superfund" "Superlien" laws, statutes, law, ordinance, code, rule, regulation, order or decree regulating, with respect to or imposing liability, including strict liability, or standards of conduct concerning any Hazardous Substance), regardless of whether or not within the control of Mortgagee.

(c) For purposes of this Mortgage, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect.

(d) If Mortgagor receives any notice of (i) the happening of any event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Premises or in connection with

Mortgagor's operations thereon or (ii) any complaint order, citation or notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting Mortgagor (an "Environmental Complaint") from any person or entity (including without limitation the EPA) the Mortgagor shall immediately notify Mortgagee orally and in writing of said notice.

(e) Mortgagee shall have the right but not the obligation, upon reasonable advance notice (except in the event of an emergency) and without limitation of Mortgagee's rights under this Mortgage to enter onto the Mortgaged Property or to take such other actions as it deems necessary or advisable to cleanup, remove, resolve or minimize the impact of, or otherwise deal with any such Hazardous Substance or Environmental Complaint following receipt of any notice from any person or entity (including without limitation the EPA) asserting the existence of any Hazardous Substance or an Environmental Complaint pertaining to the Mortgaged Property or any part thereof which, if true, could result in an order, suit or other action against Mortgagor and/or which, in the sole opinion of Mortgagee, could jeopardize its security under this Mortgage. All reasonable costs and expenses incurred by Mortgagee in the exercise of any such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand.

(f) Mortgagee shall have the right, in its sole discretion, to require Mortgagor to periodically (but not more frequently than annually unless an Environmental Complaint is then outstanding) perform (at Mortgagor's expense) an environmental audit and, if deemed necessary by Mortgagee, an environmental risk assessment, each of which must be satisfactory to Mortgagee, of the Mortgaged Property, hazardous waste management practices and/or hazardous waste disposal sites used by Mortgagor. Said audit and/or risk assessment must be by an environmental consultant satisfactory to Mortgagee. Should Mortgagor fail to perform said environmental audit or risk assessment within 30 days of the Mortgagee's written request, Mortgagee shall have the right but not the obligation to retain an environmental consultant to perform said environmental audit or risk assessment. All costs and expenses incurred by Mortgagee in the exercise of such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand by Mortgagee or charged to Mortgagor's loan balance at the discretion of Mortgagee.

(g) Any breach of any warranty, representation or agreement contained in this Section shall be an Event of Default hereunder and shall entitle Mortgagee to exercise any and all remedies provided in this Mortgage, or otherwise permitted by law.

Notwithstanding anything contained in this Section 45 to the contrary, the provisions set forth in that certain Environmental, Compliance and Indemnity Agreement of even date herewith by and between Mortgagor and Mortgagee relative to the Mortgaged Property shall govern to the extent such provisions conflict with the provisions contained in this Section 45.

Section 46. ESCROW FOR TAXES AND INSURANCE. Mortgagee, at its option, shall have the right to require Mortgagor to deposit with Mortgagee on the first (1st) day of each month, in addition to making any required payments of principal and interest, until the Note is fully paid, (i) an amount equal to one-twelfth (1/12th) of the yearly taxes, assessments and other similar charges against the Mortgaged Property or any part thereof as estimated by Mortgagee to be sufficient to enable Mortgagee to pay the same at least thirty (30) days before they become due and (ii) an amount equal to one-twelfth (1/12th) of the yearly premiums for all insurance required to be maintained by Mortgagor hereunder as estimated by Mortgagee to be sufficient to enable Mortgagee to pay the same at least thirty (30) days before they become due. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional monies as are required to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such taxes, assessments, similar charges and insurance premiums. In the event of a default under any of the terms, covenants and conditions in the Note, this Mortgage or any other Loan Document to be kept, performed or observed by Mortgagor, Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine, any amount under this Paragraph 46 remaining to Mortgagor's credit. The amount of existing credit hereunder at the time of any transfer of the title to the Mortgaged

Property, shall, without any specific assignment thereof, inure to the benefit of the successor owner of the Mortgaged Property. Upon payment in full of the secured indebtedness, the amount of any unused credit shall be paid over to the owner of record as of the date of such full payment.

Section 47. U.S.A. PATRIOT ACT

(a) Mortgagor hereby represents and warrants to, and covenants with, Mortgagee that as of the date hereof and until such time as the Obligations shall be paid in full:

(i) None of the entities comprising Mortgagor or Guarantor any of its direct or indirect constituents or affiliates, or any of their respective officers or directors (including officers or directors of any such constituents or affiliates), and, to Mortgagor's knowledge, any of their respective brokers, investors or other agents acting or benefiting in any capacity in connection with the Loan, is a Prohibited Person (as defined below);

(ii) None of the entities comprising Mortgagor, Guarantor, or any of its direct or indirect constituents or affiliates, any of their respective officers or directors (including officers or directors of any such constituents or affiliates) (A) to Mortgagor's knowledge, has conducted or will conduct any business or has engaged or will engage in any transaction or dealing with any Prohibited Person, including making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (B) to Mortgagor's knowledge, has dealt or will deal in, or otherwise has engaged or will engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order (as defined below); or (C) has engaged or will engage in or has conspired or will conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the requirements or prohibitions set forth in the Executive Order or the PATRIOT Act (as defined below);

(iii) To Mortgagor's knowledge, none of the brokers, investors or other agents for any entity comprising Mortgagor, Guarantor, or any indemnitor or principal under the Loan Documents acting in any capacity in connection with the Loan (A) has conducted or will conduct any business or has engaged or will engage in any transaction or dealing with any Prohibited Person, including making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (B) has dealt or will deal in, or otherwise has engaged or will engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order; or (C) has engaged or will engage in or has conspired or will conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the requirements or prohibitions set forth in the Executive Order or the PATRIOT Act

a. Mortgagor covenants and agrees to deliver to Mortgagee any certification or other evidence requested from time to time by Mortgagee, confirming Mortgagor's compliance with this Section;

b. Mortgagor represents and warrants that to its knowledge Mortgagor, Guarantor, and all of their respective affiliates (including any officers and directors of any of the foregoing) are in full compliance with all applicable orders, rules and regulations issued by, and recommendations of, the U.S. Department of the Treasury and OFAC (as defined below) pursuant to IEEPA (as defined below), the PATRIOT Act, other legal requirements relating to money laundering or terrorism and any executive orders related thereto;

c. At all times throughout the term of the Loan, Mortgagor, and all of its respective affiliates (including any officers and directors of any of the foregoing) shall be in full compliance with all applicable orders, rules and regulations issued by, and recommendations of, the U.S. Department of the Treasury and OFAC pursuant to IEEPA, the PATRIOT Act, other legal requirements relating to money laundering or terrorism and any executive orders related thereto;

d. Mortgagor does not believe, and has no reason to believe, that any of its investors is a "Prohibited Foreign Shell Bank" (as defined in the PATRIOT Act), or is named on any available lists of known or suspected terrorists, terrorist organizations or of other sanctioned persons issued by the United States government and/or the government(s) of any jurisdiction(s) in which Mortgagor is doing business;

e. Mortgagor covenants that it will adopt appropriate policies, procedures and internal controls to be fully compliant with any additional laws, rules or regulations relating to money laundering and/or terrorism, including the PATRIOT Act, to which it may become subject;

f. Mortgagor does not believe, and has no reason to believe, that the person or entity from whom Mortgagor acquired the Mortgaged Property is a Prohibited Foreign Shell Bank, or is named on any available lists of known or suspected terrorists, terrorist organizations or of other sanctioned persons issued by the United States government and/or the government(s) of any jurisdiction(s) in which Mortgagor is doing business;

g. Mortgagor will advise Mortgagee immediately of any material change that would affect the representations, covenants and warranties provided in this Section.

(b) For purposes hereof, "IEEPA" means the International Emergency Economic Power Act, 50 U.S.C. §1701 et. seq. "OFAC" means the U.S. Department of Treasury's Office of Foreign Asset Control. "PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (The USA PATRIOT Act). "Prohibited Person" means any Person: (i) listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order"); (ii) that is owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of the Executive Order; (iii) with whom Mortgagee is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering legal requirements, including the PATRIOT Act and the Executive Order; (iv) that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; (v) that is named as a "specifically designated national" ("SDN") on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other replacement official publication of such list or is named on any other U.S. or foreign government or regulatory list issued post-09/11/01; (vi) that is covered by IEEPA, OFAC or any other law, regulation or executive order relating to the imposition of economic sanctions against any country, region

or individual pursuant to United States law or United Nations resolution; or (vii) that is an affiliate (including any principal, officer, immediate family member or close associate) of a person or entity described in one or more of clauses (i) – (vi) of this definition of Prohibited Person.

Section 48. SINGLE PURPOSE ENTITY. At all times during the term of the Note secured by this Mortgage (including any extensions and/or renewals thereof) Mortgagor shall maintain its existence as a Single Purpose Entity. A Single Purpose Entity shall mean an entity which does not and cannot by virtue of its organizational documents engage in any business other than owning or developing the Mortgaged Property or acquire or own material assets other than the Mortgaged Property and incidental personal property, and which (a) maintains its assets in a way which segregates and identifies such assets separate and apart from the assets of any other person or entity, (b) holds itself out to the public as a separate legal entity from any other person or entity, (c) conducts business solely in its name and (d) shall not have any indebtedness other than the Loan and other indebtedness incurred in the ordinary course of business, provided such other indebtedness is not evidenced by a note or similar instrument and (e) otherwise complies with rating agency standards for a Single Purpose Entity.

Section 49. REAPPRAISAL OF MORTGAGED PROPERTY. At any time during the term of the Note and this Mortgage, (including any extensions and/or renewals thereof) Mortgagee may obtain at Mortgagor's expense an appraisal of any part or all of the Mortgaged Property prepared in accordance with written instructions from Mortgagee by a third-party appraiser engaged directly by Mortgagee. Each such appraiser and appraisal shall be satisfactory to Mortgagee (including satisfaction of applicable regulatory requirements). The cost of each such appraisal shall be due and payable by Mortgagor on demand and shall be secured by this Mortgage and other Loan Documents. Mortgagor acknowledges that Mortgagee was induced to enter into the Loan transaction evidenced by the Note secured by this Mortgage based upon the specific loan-to-value ratio of _____ (____%) percent ("Original Loan-to-Value Ratio") (if left blank, it shall be the loan-to-value ratio upon which the Mortgagee based its approval of the loan evidenced by the Note as shown in the Mortgagee's books and records). The Original Loan-to-Value Ratio was based upon the appraised value ("Original Appraised Value") of the Mortgaged Property set forth in the appraisal Mortgagor submitted to Mortgagee prior to the execution hereof. If any updated appraisal received by Mortgagee reflects that the appraised value of the Mortgaged Property has decreased from the Original Appraised Value and if such decrease results in a loan-to-value ratio which is higher than the Original Loan-to-Value Ratio, Mortgagor shall within thirty (30) days of Mortgagee's written request make a principal payment ("Prepayment") under the Note in an amount or pledge additional collateral security with a value sufficient to maintain the Original Loan-to-Value Ratio. Any such Prepayment shall not be subject to the YM Fee, as defined in the Note, if any. Failure timely to do so, will be considered an Event of Default under this Mortgage. Such Prepayment shall not entitle Mortgagor to a release of any of the Mortgaged Property.

Section 50. COMPLIANCE WITH APPLICABLE BSA/AML/OFAC LAWS. Mortgagor agrees to comply with, and assist Mortgagee in complying with, all laws and regulations of the State of Florida and the United States of America against money laundering and terrorist financing applicable to the transactions and activities passing through the account(s) maintained at the Mortgagee, including but not limited to, the Mortgagee Secrecy Act, 31 U.S.C. §311-532, and its implementing regulations, 31 C.F.R. Part 103 (jointly, the "BSA"); the Trading With the Enemy Act, 50 U.S.C. App. §1-44; the International Emergency Economic Powers Act, 50 U.S.C. 1761-06 and the implementing regulations promulgated by the Office of Foreign Asset Controls (OFAC). Mortgagor shall also comply with any anti-money laundering/terrorist financing laws and regulations that may be imposed upon Mortgagor in the country of its incorporation, business or residence. (All of the foregoing shall be jointly and severally referred to as "BSA/AML/OFAC Laws").

Mortgagee has established policies, procedures, and controls to comply with BSA/AML/OFAC Laws and to enable Mortgagee to detect and report, on an ongoing basis, any known or suspected money laundering activity and/or terrorist financing conducted through or involving any account at the Mortgagee ("Program"). Mortgagor shall at all times assist the Mortgagee in its compliance with the Program and shall fully satisfy all requirements imposed by Mortgagee upon Mortgagor pursuant to the Program. In particular, Mortgagor shall

promptly provide Mortgagee with all information and/or documentation requested by Mortgagee, at its sole discretion and from time to time, to comply with the Program.

Section 51. WAIVER OF TRIAL BY JURY. MORTGAGOR AND MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. MORTGAGOR ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE MORTGAGEE IN EXTENDING CREDIT TO THE MORTGAGOR, THAT THE MORTGAGEE WOULD NOT HAVE EXTENDED SUCH CREDIT WITHOUT THIS JURY TRIAL WAIVER, AND THAT MORTGAGOR HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Mortgagor has executed and delivered this instrument on the day and year aforesaid.

Signed, sealed and delivered
in the presence of:

Mario Leon-Robledo
Print Name

[Signature]
Print Name

MORTGAGOR:

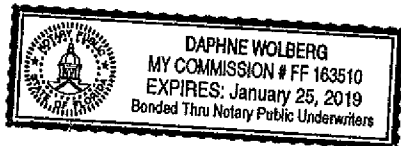
NORTH GABLES BUILDING, LLC, a
Florida limited liability company

By: [Signature]
Name: Mario Castellanos
Title: Manager

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 18 day of MARCH, 2015, by Mario Castellanos, as Manager of NORTH GABLES BUILDING, LLC, a Florida limited liability company on behalf of the company, who is personally known to me or who has produced FL DL # C23454063445-9 as identification.

[SEAL]



Daphne Wolberg
Notary Public, State of Florida
Daphne Wolberg
Print Name of Notary
Commission Expires: 1-25-19
Commission No. FF163510

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 6 and 7 and Lots 15 and 16, in Block 29, of the REVISED PLAT OF CORAL GABLES GRANADA SECTION, according to the Plat thereof, as recorded in Plat Book 8, at Page 113, of the Public Records of Miami-Dade County, Florida.

A handwritten signature in black ink, appearing to be a stylized 'L' or 'J' followed by a horizontal line.

RETURN TO:
Marlene Leon-Rubido, Esquire
6780 Coral Way
Miami, Florida 33155

Instrument Prepared by:
Jalal "Jay" Shehadeh, Esq.
U.S. Century Bank
2301 NW 87 Avenue
Miami, FL 33172



CFN 2020R0146807
OR BK 31842 Pgs 1300-1304 (5Pgs)
RECORDED 03/09/2020 11:16:42
MTG DOC TAX \$305.90
INTANG TAX \$174.69
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

**RECEIPT OF FUTURE ADVANCE, MORTGAGE MODIFICATION
AND CONSOLIDATION AGREEMENT**

TO TAX EXAMINER: DOCUMENTARY STAMPS IN THE AMOUNT OF \$10,500.00 AND INTANGIBLE TAX IN THE AMOUNT OF \$6,000.00 HAVE PREVIOUSLY BEEN PAID UPON AND AFFIXED TO THE MORTGAGE SECURING THE PROMISSORY NOTE, RECORDED IN O.R. BOOK 29553, PAGE 3652, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. DOCUMENTARY STAMPS IN THE AMOUNT OF \$305.90 AND INTANGIBLE TAX IN THE AMOUNT OF \$174.69 ARE BEING PAID AND AFFIXED HERETO SECURING THE FUTURE ADVANCE AND CONSOLIDATED AMENDED AND RESTATED RENEWAL PROMISSORY NOTE OF EVEN DATE HEREWITH.

THIS RECEIPT OF FUTURE ADVANCE, MORTGAGE MODIFICATION AND CONSOLIDATION AGREEMENT (the "Agreement") is made and entered into as of the 5 day of March, 2020, by and between NORTH GABLES BUILDING, LLC, a Florida limited liability company (the "Mortgagor") and U.S. CENTURY BANK, a Florida banking corporation (the "Lender") and Pacific Coast Bankers' Bank d/b/a Borrower's Loan Protection, a California banking corporation ("PCBB"; collectively Lender and PCBB are referred to herein as "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of that certain Promissory Note executed by Mortgagor in favor of Lender, dated March 18, 2015, in the original principal amount of THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00) ("the Prior Note"), which is secured by that certain Mortgage Deed and Security Agreement from Mortgagor in favor of Mortgagee dated March 18, 2015, and recorded March 26, 2015, in Official Records Book 29553, at Page 3652, of the Public Records of Miami-Dade County, Florida and that certain Assignment of Leases, Rents and Other Property dated March 18, 2015, and recorded on March 26, 2015, in Official Records Book 29553, Page 3682, of the Public Records of Miami-Dade County, Florida as further modified by this Agreement (collectively, the "Mortgage") upon which all documentary stamp tax and intangible tax has been paid and affixed thereto and encumbering property more particularly described as follows:

See Exhibit "A" attached hereto.

WHEREAS, Mortgagor has requested that Mortgagee modify and renew the Prior Note and Mortgage; and

WHEREAS, Mortgagor has requested and received from Mortgagee a future advance pursuant to the provisions for future advances in the Mortgage in the principal amount of EIGHTY SEVEN THOUSAND THREE HUNDRED FORTY SIX AND 43/100 DOLLARS (\$87,346.43); and

WHEREAS, Mortgagor has requested that the payments due under the Prior Note be consolidated with this advance into one obligation and indebtedness at law; and

WHEREAS, Mortgagee has agreed to consolidate said indebtedness with this future advance into one obligation and indebtedness at law, subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, hereby agree to and acknowledge the following:

1. Mortgagor acknowledges and agrees that as of the date hereof, Mortgagor is indebted to Mortgagee under the Prior Note in the principal amount of TWO MILLION FIVE HUNDRED TWELVE THOUSAND SIX HUNDRED FIFTY THREE AND 57/100 DOLLARS (\$2,512,653.57), together with all

accrued and unpaid interest thereon. Mortgagor acknowledges and agrees that it has no claims, defenses or set-offs against said indebtedness, nor does it have any claims of any nature whatsoever against Mortgagee.

2. The indebtedness under the Prior Note shall be consolidated with and due and payable pursuant to the terms of that certain Future Advance and Consolidated Amended and Restated Renewal Promissory Note from the Mortgagor in favor of Mortgagee of even date herewith in the aggregate amount of TWO MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,600,000.00) the final payment of which is due and payable on March 5, 2030 (the "Consolidated Note"). The term "Note" in the Mortgage shall hereinafter also refer to the Consolidated Note.

3. Mortgagor hereby acknowledges receipt from the Mortgagee of EIGHTY SEVEN THOUSAND THREE HUNDRED FORTY SIX AND 43/100 DOLLARS (\$87,346.43) as a future advance under the provisions for future advances in the Mortgage, which shall be secured by the Mortgage and which is to be repaid to the Mortgagee according to the terms of the Consolidated Note.

4. Mortgagor acknowledges and agrees that as of the date hereof including the future advance, Mortgagor is indebted to Mortgagee in the aggregate principal amount of TWO MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,600,000.00). Mortgagor acknowledges and agrees that it has no claims, defenses or set-offs against said indebtedness, nor does it have any claims of any nature whatsoever against Mortgagee. Further, Mortgagor herein represents and warrants that the Mortgage does constitute a first mortgage lien and further represents and warrants that it has not in any manner or by any means whatsoever impaired Mortgagee's position as holder of a priority first lien Mortgage upon the Property. Further, the Mortgagor does hereby expressly and specifically agree that this instrument shall not be construed in any event whatsoever as an extinction or cancellation of the existing obligation or as creating a new obligation, the same being the same original obligation which is expressly ratified for all legal intents and purposes, being it clearly understood and agreed by the Mortgagor and by the Mortgagee that this document is not a novation but rather a modification of the original obligation.

5. The indebtedness under the Prior Note is hereby consolidated for all purposes into one indebtedness and obligation at law which shall be evidenced by and payable pursuant to the terms of the Consolidated Note in the amount of TWO MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,600,000.00), which shall all be secured by the Mortgage.

6. The monthly payments of principal and interest of the Loan are hereby amended pursuant to the terms of the Consolidated Note. Amending the monthly payments of principal and interest shall in no way affect Lender's right to accelerate the indebtedness under the loan in the event of a default under its terms.

7. The interest rate of the Loan is hereby amended pursuant to the terms of that certain Consolidated Note dated March 5, 2020, in the amount of TWO MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,600,000.00). Amending the interest rate shall in no way affect Lender's right to accelerate the indebtedness under the Loan, or to charge interest at the Default Rate as defined in the Consolidated Note, in the event of a default under its terms.

7. The maturity date of the loan is hereby amended and the Loan shall be due and payable on March 5, 2030, pursuant to the terms of the Consolidated Note. This modification of maturity date shall in no way affect Lender's right to accelerate the indebtedness under the loan in the event of a default under its terms. The indebtedness under the loan shall be due and payable pursuant to the terms of the Consolidated Note, the final payment of which is due and payable on March 5, 2030.

8. This Mortgage and the grants, assignments and transfers made herein are also given for the purpose of securing the payment of all indebtedness, liabilities and obligations of Mortgagor / Grantor to PCBB under that certain Rate Protection Agreement dated on or about March 5, 2020 by and between the mortgagor / grantor hereunder (the "Mortgagor / Grantor") and PCBB and any and all amendments, modifications, extensions, renewals or restatements thereof (the "Rate Protection Agreement").

9. PCBB is a joint beneficiary and secured party for all purposes under this Mortgage. PCBB, the other beneficiary under this Mortgage ("Lender"), and the Mortgagor / Grantor agree and acknowledge that the exercise of the secured parties' and beneficiaries' rights under this Mortgage will be done solely by Lender until such time that PCBB certifies in writing to Mortgagor / Grantor and Lender that the conditions set forth in section 6 in that certain Servicing and Intercreditor Agreement entered into by and between PCBB and Lender (the "Servicing Agreement") have been satisfied, in which case only PCBB may exercise

the rights of the secured parties and beneficiaries under this Mortgage for the benefit of the secured parties and beneficiaries. On and after the date that PCBB has certified in writing to Mortgagor / Grantor and to Lender that the Rate Protection Agreement has been terminated and that all of the obligations owed to PCBB under the Rate Protection Agreement have been satisfied, PCBB will cease to be a secured party and beneficiary under this Mortgage and Lender will be the sole secured party and beneficiary under this Mortgage and will be solely entitled to exercise the rights of the secured party and beneficiary. On and after the date that Lender has certified in writing to Mortgagor / Grantor and PCBB that all of the obligations owed to Lender that are secured by this Mortgage have been satisfied, Lender will cease to be a secured party and beneficiary under this Mortgage and PCBB will be the sole secured party and beneficiary under this Mortgage and may solely exercise the rights of the secured party and beneficiary.

9. The Mortgage is further modified as follows: (i) all references to the "Mortgage", the "Loan" (or "the loan secured hereby"), and the "Loan Documents" shall mean, respectively, said "Mortgage", "Loan" (or "loan secured hereby"), and "Loan Documents" as amended by this Agreement, and (ii) all references to the "Note" shall include the Consolidated Note. The Consolidated Note is and shall be secured by the Mortgage, as amended by this Agreement.

10. The parties agree that except for the documents explicitly referred to herein and all other documents previously executed and delivered at the closing of the subject loan transaction, this Agreement constitutes the entire understanding and agreement among them, and that there are no other agreements or promises among the parties concerning the subject loan transaction. Except as specifically modified herein, all of the terms and provisions of the Mortgage, the Prior Note, the Consolidated Note and all other loan documents executed in connection with the loan transaction described herein are ratified, reaffirmed, and shall remain in full force and effect.

11. Obligors warrant that the Mortgagor has full power and authority to execute this Agreement, that there are no other liens or claims against the property encumbered by the Mortgage other than the first lien of the Mortgage, that the Mortgage is binding upon the Mortgagor, its successors and assigns, that no agreement, oral or otherwise, has been made by any of Mortgagee's employees, agents, officers or directors to further extend or modify the Note, the Consolidated Note, the Mortgage or the Loan Documents.

12. RELEASE. AS A MATERIAL INDUCEMENT FOR MORTGAGEE TO EXECUTE THIS AGREEMENT, MORTGAGOR DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT SATISFY AND FOREVER DISCHARGE MORTGAGEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH MORTGAGOR EVER HAD, NOW HAS, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OR MORTGAGOR HEREAFTER CAN, SHALL OR MAY HAVE AGAINST MORTGAGEE, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER THROUGH THE DATE HEREOF. MORTGAGOR FURTHER EXPRESSLY AGREES THAT THE FOREGOING RELEASE AND WAIVER AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA. IN ADDITION TO, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND IN CONSIDERATION OF MORTGAGEE'S EXECUTION OF THIS AGREEMENT, MORTGAGOR CONVEYANTS WITH AND WARRANTS UNTO MORTGAGEE, AND ITS AFFILIATES AND ASSIGNS, THAT THERE EXIST NO CLAIMS, COUNTERCLAIMS, DEFENSES, OBJECTIONS, OFFSETS OR CLAIMS OF OFFSETS AGAINST MORTGAGEE OR THE OBLIGATION OF MORTGAGOR TO PAY THE INDEBTEDNESS TO MORTGAGEE WHEN AND AS THE SAME BECOMES DUE AND PAYABLE.

13. It is the intent of the parties hereto that this instrument shall not constitute a novation and shall in no way adversely affect or impair the first lien priority of the Mortgage, and that all sums advanced in connection herewith shall have the priority as the sums originally secured under the Mortgage.

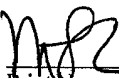
14. The parties agree that except for the documents explicitly referred to herein and all other documents previously executed and delivered at the closing of the subject loan transaction, this Agreement constitutes the entire understanding and agreement among them, and that there are no other agreements or promises among the parties concerning the loan transaction. Except as specifically modified herein, all of the terms and provisions of the Mortgage, the Note, and all other loan documents executed in connection with the loan transaction described herein are ratified, reaffirmed, and shall remain in full force and effect.

15. THE PARTIES HERETO VOLUNTARILY, KNOWINGLY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY AND ANY LEGAL ACTION OR PROCEEDINGS ARISING UNDER THIS AGREEMENT OR CONCERNING THE INDEBTEDNESS DESCRIBED HEREIN, ANY COLLATERAL THEREFOR, OR PERTAINING TO ANY TRANSACTION RELATING TO OR CONTEMPLATED HEREBY, REGARDLESS OF WHETHER SUCH ACTION OR PROCEEDING INVOLVES ANY CONTRACTUAL OR TORTIOUS OR OTHER CLAIMS.

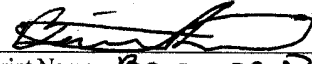
IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written in several counterparts, and one of which shall be deemed an original, but all constituting only one instrument.

Signed, sealed and delivered
in the presence of:

MORTGAGOR:
NORTH GABLES BUILDING, LLC, a Florida limited
liability company

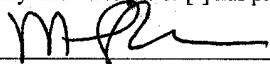

Print Name: Marlene Leon-Rubido

By: 
Mario Castellanos, Manager


Print Name: Brianna Rivero

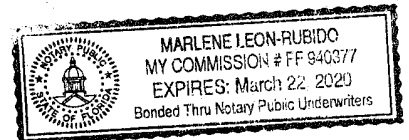
STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

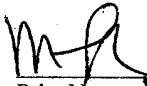
The foregoing instrument was acknowledged before me, by means of physical presence, this 5 day of March, 2020, by Mario Castellanos, Manager of NORTH GABLES BUILDING, LLC, a Florida limited liability company. He/She ☒ is personally known to me or ☐ has produced a valid Florida driver's license as identification.

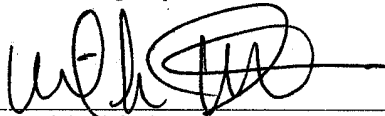

Notary Public, State of Florida

My Commission Expires:

MORTGAGEE:
U.S. CENTURY BANK,
a Florida banking corporation




Print Name: Marlene Leon-Rubido

By: 
Name: Michael Curbelo
Title: Sr. Vice President


Print Name: Brianna Rivero

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of physical presence, this 5 day of March, 2020, by Michael Curbelo, as Sr. Vice President of U.S. CENTURY BANK, a Florida banking corporation, on behalf of the corporation. He/she is personally known to me.


Notary Public, State of Florida

My Commission Expires:

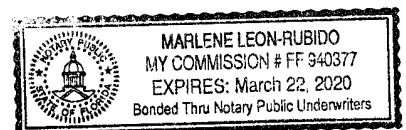


EXHIBIT "A"

Lots 1, 2, 3, 4, 5, 6 and 7 and Lots 15 and 16, in Block 29, of the REVISED PLAT OF CORAL GABLES GRANADA SECTION, according to the Plat thereof, as recorded in Plat Book 8, at Page 113, of the Public Records of Miami-Dade County, Florida.

PREPARED BY AND AFTER
RECORDED, RETURN TO:
Jalal "Jay" Shehadeh, Esq.
U.S. Century Bank
2301 NW 87 Avenue
Miami, FL 33172

AMENDED CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT

THIS CROSS-DEFAULT AGREEMENT (this "Agreement"), made as of March 5, 2020, by NORTH GABLES BUILDING, LLC, a Florida limited liability company ("Borrower I"), having a principal place of business located at 14850 SW 26 Street, Suite 210, Miami, FL 33185, and by CASTELLANOS AT CORAL WAY, INC., a Florida corporation ("Borrower II"), having a principal place of business located at 14850 SW 26 Street, Suite 210, Miami, FL 33185, for the benefit of U.S. CENTURY BANK, a Florida Banking corporation having an office at 2301 NW 87th Avenue, Miami, FL 33172 ("Lender").

WITNESSETH:

WHEREAS, concurrently with the execution of this agreement, Borrower I executed and delivered to Lender an Future Advance and Consolidated Amended and Restated Renewal Promissory Note in the principal amount of TWO MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,600,000.00) (the "Note I"), in evidence of a loan in such amount (the "Loan I") being made by Lender to Borrower;

WHEREAS, the Loan I is secured by (i) a Mortgage Deed and Security Agreement in favor of Bank, securing this Note dated March 18, 2015, and recorded on March 26, 2015, in Official Records Book 29553, at Page 3652, of the Public Records of Miami-Dade County Florida and that certain Assignment of Leases, Rents and Other Property dated March 18, 2015, and recorded on March 26, 2015, in Official Records Book 29553, Page 3682, of the Public Records of Miami-Dade County, Florida, as modified by that certain Receipt of Future Advance, Mortgage Modification and Consolidation Agreement of even date herewith, to be recorded in the Public Records of Miami-Dade County, Florida (collectively, the "Loan I Security Instrument"), encumbering the real property located in Miami-Dade County, Florida described on Exhibit "A" attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Loan I Security Instrument (collectively, the "Loan I Property"), and (ii) certain other documents and instruments (the Note I, the Loan I Security Instrument and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Loan I Documents");

WHEREAS, on July 25, 2018, Borrower II executed and delivered to Lender a Future Advance and Consolidated Promissory Note A in the principal amount of THREE MILLION FOUR HUNDRED THIRTY SEVEN THOUSAND SEVEN HUNDRED FIFTY SEVEN AND 00/100 DOLLARS (\$3,437,757.00) and a Future Advance and Consolidated Promissory Note B in the principal amount of FOUR HUNDRED NINETY NINE THOUSAND THREE HUNDRED SEVENTY TWO AND 00/100 DOLLARS (\$499,372.00) (collectively, the "Note II"), in evidence of a loan in such amount (the "Loan II") being made by Lender to Borrower;

WHEREAS, the Loan II is secured by (i) a Florida Real Estate Mortgage, Assignment of Leases and Rents and Security Agreement, dated June 26, 2013, and recorded on July 18, 2013, in Official Records Book 28730, at Page 1238, of the Public Records of Miami-Dade County, Florida, as modified by that certain Mortgage Modification and Future Advance Agreement dated as of March 18, 2015, and recorded on March 26, 2015, in Official Records Book 29553, at Page 3581, of the Public Records of Miami-Dade County, Florida, and as further modified by that certain Receipt of Future Advance, Mortgage Modification and Consolidation, and Extension Agreement dated July 25, 2018 and recorded on July 27, 2018, in Official Records Book 31078, Page 1633 of the Public Records of Miami-Dade County, Florida (collectively, the "Loan II Security Instrument"), encumbering the real property located in Miami-Dade County, Florida described on Exhibit "B" attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Loan II Security Instrument (collectively, the "Loan II Property"), and (ii) certain other documents and instruments (the Note II, the Loan II Security Instrument and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Loan II Documents");

WHEREAS, Lender has required that the original Cross-Default and Cross-Collateralization Agreement dated March 18, 2015 and recorded June 13, 2016 in Official Records Book 30110, Page 1079, be further amended, executed, delivered and recorded in the Public Records of Miami-Dade County, Florida as a condition to increase Loan I.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Cross-Default and Cross-Collateralization**. The Loan I Documents and the Loan II Documents are hereby amended and modified as follows:

(a) an Event of Default under Note I, the Loan I Security Instrument or any of the other Loan I Documents (as the term "Event of Default" is defined therein) shall constitute an Event of Default under Note II, the Loan II Security Instrument, and the other Loan II Documents (as the term "Event of Default" is defined therein);

(b) an Event of Default under Note II, the Loan II Security Instrument or any of the other Loan II Documents (as the term "Event of Default" is defined therein) shall constitute an Event of Default under Note I, the Loan I Security Instrument, and the other Loan I Documents (as the term "Event of Default" is defined therein);

(c) the Loan I Security Instrument and all of the other Loan I Documents securing or guaranteeing Note I and the obligations of Borrower under the other Loan I Documents (collectively, the "Loan I Security Documents") shall also secure and guaranty Note II, the Loan II Security Instrument and the Loan II Documents and the Loan I Property shall serve as collateral and shall secure the Note II and the Loan II Documents;

(d) the Loan II Security Instrument and all of the other Loan II Documents securing or guaranteeing Note II and the obligations of Borrower under the other Loan II Documents (collectively, the "Loan II Security Documents") shall also secure and guaranty Note I, the Loan I Security Instrument and the Loan I Documents, and the Loan II Property shall serve as collateral and shall secure the Note I and the Loan I Documents; and

2. **Costs and Expenses**. Borrower shall be responsible for and shall pay, all reasonable costs and expenses incurred by Lender in connection herewith, including, without limitation, reasonable attorneys' fees and expenses, title insurance search fees and premiums, filing and recording fees and taxes, if any.

3. **Default**. Any default by any of Borrower in fulfilling any of its obligations hereunder shall constitute an Event of Default under each of the Loan Documents (as the term "Event of Default" is defined therein).

4. **Joint and Several Obligations**. If Borrower consists of more than one person or entity, the word "Borrower" shall mean each of them and their liability shall be joint and several.

5. **Further Assurances**. Borrower agrees to execute and deliver any further documents and instruments as Lender may require to effectuate the cross-collateralization contemplated hereby. Borrower further acknowledges and agrees that Lender may require that this Agreement be amended at any time and from time to time to remove any of the Properties from the cross-collateralization, and agrees to execute and deliver such documents as Lender may require in connection therewith.

6. **Waiver of Jury Trial**. BORROWER AND LENDER AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT BY LENDER OR BORROWER, ON OR WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO OR THERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. LENDER AND BORROWER EACH HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND INTELLIGENTLY AND WITH THE ADVICE OF THEIR RESPECTIVE COUNSEL, WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHER, BORROWER WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. BORROWER ACKNOWLEDGES AND AGREES THAT THIS SECTION IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT LENDER WOULD NOT EXTEND CREDIT TO BORROWER IF THE WAIVERS SET FORTH IN THIS SECTION WERE NOT A PART OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESS: (AS TO ALL)

BORROWER I:
NORTH GABLES BUILDING, LLC,
a Florida limited liability company

Print Name: Marlene Leon-Rubido

By: MARIO CASTELLANOS
Its: Manager

Brianna Rivero
Brianna Rivero

STATE OF FLORIDA)

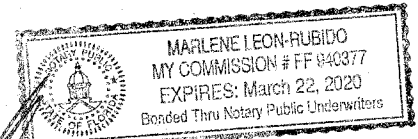
) SS:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence, this 5 day of March, 2020, by MARIO CASTELLANOS, as Manager of NORTH GABLES BUILDING, LLC, a Florida limited liability company. He/She ☒ are personally known to me or ☐ have produced Florida driver's licenses as identification.

Marlene Leon-Rubido
Notary Public, State of Florida

My Commission Expires:



BORROWER II:
CASTELLANOS AT CORAL WAY, INC.,
a Florida corporation

Print Name: Marlene Leon-Rubido

By: MARIO CASTELLANOS
Its: President

Brianna Rivero
Print Name: Brianna Rivero

STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence, this 5 day of March, 2020 by MARIO CASTELLANOS, as President of CASTELLANOS AT CORAL WAY, INC., a Florida corporation. He/She ☒ are personally known to me or ☐ have produced Florida driver's licenses as identification.

Marlene Leon-Rubido
Notary Public, State of Florida

My Commission Expires:



EXHIBIT "A"

Lots 1, 2, 3, 4, 5, 6 and 7 and Lots 15 and 16, in Block 29, of the REVISED PLAT OF CORAL GABLES GRANADA SECTION, according to the Plat thereof, as recorded in Plat Book 8, at Page 113, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

Tract A, MARTOREL AT CORAL WAY, according to the plat thereof, as recorded in Plat Book 169, Page 19, Public Records of Miami-Dade County, Florida.

 BankFind Suite Home

Back to Search Results

U. S. Century Bank



Institution Details

Data as of 02/17/2023



FDIC Insured
Since 10/28/2002

FDIC Cert #
57369

Established
10/28/2002

Bank Charter Class
State Chartered Banks, not member of the Federal Reserve System (FRS)

Primary Federal Regulator
Federal Deposit Insurance Corporation

Main Office Address
2301 Nw 87th Ave
Doral, FL 33172

Primary Website
www.uscentury.com

Locations
10 domestic locations: 1 state and 0 territories.
0 in foreign locations.

Financial Information
[Create financial reports for this institution](#)

Consumer Assistance
[Complaints & Questions with Personal Information](#)

Contact the FDIC
[Questions about Bank Information](#)

Get additional detailed information by selecting from the following:

Locations

History

Institution Profile

Other Names

10 Branch Offices

Hide 

Results

25 ▼

Page #



1



Go

Address

U. S.

2301 Nw
87th Ave

Miami

Full Service

362653	Main Office	Century Bank	362653 Doral, FL 33172	Doral	Miami-Dade	FL	Brick And Mortar
441787	7	Coral Way Branch	2610 Sw 137th Avenue Miami, FL 33175	Miami	Miami-Dade	FL	Full Service Brick And Mortar
441788	8	Hollywood Branch	3999 Sheridan Street Hollywood, FL 33021	Hollywood	Broward	FL	Full Service Brick And Mortar
453622	11	Aventura Branch	18201 Biscayne Blvd Aventura, FL 33160	Aventura	Miami-Dade	FL	Full Service Brick And Mortar
454926	12	Dadeland Branch	8201 South Dixie Highway Miami, FL 33143	Miami	Miami-Dade	FL	Full Service Brick And Mortar
464794	14	Hialeah Garden Branch	3198 W. 76th Street Hialeah, FL 33018	Hialeah	Miami-Dade	FL	Full Service Brick And Mortar
470763	16	Miami Lakes Branch	15503 N.W. 67th Avenue Miami Lakes, FL 33014	Miami Lakes	Miami-Dade	FL	Full Service Brick And Mortar
493459	23	Bird Road Branch	8575 Sw 40th Street Miami, FL	Miami	Miami-Dade	FL	Full Service Brick And Mortar

			33155				
510623	24	Milam Dairy Branch	5115 Nw 72nd Avenue Miami, FL 33166	Miami	Miami-Dade	FL	Full Service Brick And Mortar
580217	25	Coral Gables Branch	396 Alhambra Circle Coral Gables, FL 33134	Coral Gables	Miami-Dade	FL	Full Service Brick And Mortar

1942 40

JOSE A. MARTINEZ, PE
CIVIL STRUCTURAL ENGINEER

April 28, 2022



City of Coral Gables
Development Services

RECT-22-05-0052

5200 8 ST

City of Coral Gables
Building and Zoning Department
405 Biltmore Way, 3rd Floor
Coral Gables, FL 33174-1398

RE: Recertification of Building and Structures in existence for 40 years or longer.
(Under section 8-11(f) Code of Miami-Dade County)

Dear official:

The undersigned has been commissioned by the owner to inspect for the recertification a building at:

5200 SW 8 St, Coral Gables

Folio #:03-4107-018-3350

Legal Description: Lots 1-7 inc Blk 29 Coral Gables Granada Sec Rev PB 8-113, Miami-Dade County

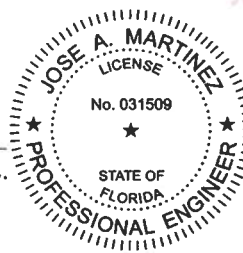
As indicated by the attached report, the building is structurally and electrically safe for continued use and occupancy as noted in the report.

"As a routine matter, in order to avoid possible misunderstanding, nothing in the report should be construed directly or indirectly as a guarantee for any portion of this structure. To the best of my knowledge and ability, this report represents an accurate evaluation of observed conditions, to the extent reasonably possible."

If I can be of any further assistance in this matter, please do not hesitate to contact me.

Very truly yours,

Jose A. Martinez, P.E.
Lic.#: 31509



Digitally signed
by JOSE A
MARTINEZ
Date:
2022.04.29
12:21:47 -04'00'



MINIMUM INSPECTION PROCEDURAL GUIDELINES
FOR BUILDING STRUCTURAL RECERTIFICATION

CASE REFERENCE NUMBER:

LICENSEE NAME: Jose A Martinez, PE

TITLE: Profesional Engineer

JURISDICTION NAME:

ADDRESS: 24 E 5 St, Ste 1-D

Hialeah, Florida 33010

City Of Coral Gables

SIGNATURE:



Digitally signed by JOSE A MARTINEZ
Date: 2022 04 29 13:25:56 -04'00'

*Use separate sheets for additional responses by referencing the report number.

1. DESCRIPTION OF BUILDING

a. Name on Title: North Gables Bldg LLC

b. Building Street Address: 5200 SW 8 St

Bldg. #:

c. Legal Description: Lots 1-7 INC Blk 29, Coral Gables Granada SEC Rev, PB8-113, MDC

Attached: ☐

d. Owner's Name: North Gables Bldg LLC

e. Owner's Mailing Address: 3761 SW 139 Pl, Miami, FL 33175

f. Folio Number of Property on which Building is Located: 03-4107-018-3350

g. Building Code Occupancy Classification: Commercial- Central

h. Present Use: Professional service Bldg- Office Building

i. General Description of building (overall description, structural systems, special features):

One building, two stories with CBS walls, resting on concrete foundation concrete slab on grade at first floor, concrete floor at 2nd floor, front and sides have mansards with tile roof system. Roofs are flat roof built up roofing modify bitumen roof system on concrete deck. These building is surrounded with asphalt parking areas, landscaping, common green areas and pedestrian walkways.

j. Number of Stories: 2

k. Is this a Threshold Building as per 553.71(12) F.S. (Yes/No): No

l. Provide an aerial of the property identifying the building being certified on a separate sheet. Attached: ☒

m. Additional Comments:

n. Additions to original structure:	
o. Total Actual Building Area of all floors: 28,440	S.F.

2. INSPECTIONS
a. Date of Notice of Required Inspection: 1/3/22
b. Date(s) of actual inspection: March 23, 2022
c. Name, license number, discipline of practice, and qualifications of licensee submitting report:
Jose A Martinez, PE Lic # PE-031509
d. Description of laboratory or other formal testing, if required, rather than manual or visual procedures:
N/A
e. Are Any Structural Repairs Required? (YES/NO): No
1. If required, describe, and indicate acceptance:
f. Can the building continue to be occupied while recertification and repairs are ongoing? (YES/NO): No
1. Explanation/Conditions:
N/A
g. Is it recommended that the building be vacated? (YES/NO): No
h. Has the property record been researched for violations or unsafe cases? (YES/NO): No
1. Explanation/Comments:
N/A

3. SUPPORTING DATA

- a. X Additional sheets of written data
- b. _____ Photographs provided (where required plus each building elevation)
- c. _____ Drawings or sketches (aerial, site, footprint, etc.)
- d. _____ Test reports

4. FOUNDATION

a. Describe the building foundation:

Continuous footings under all bearing walls. Good condition

b. Is wood in contact or near soil? (Yes/No): No

c. Signs of differential settlement? (Yes/No): No

d. Describe any cracks or separation in the walls, columns, or beams that signal differential settlement:

PROVIDE PHOTO

none visible

e. Is water drained away from the foundation? (Yes/No): Yes

f. Is there additional sub-soil investigation required? (Yes/No): No

1. Describe:

5. PRESENT CONDITION OF OVERALL STRUCTURE

a. General alignment: (Note: good, fair, poor, explain if significant)



1. Bulging: good

2. Settlement: good

3. Deflections: good

4. Expansion: good

5. Contraction: good

6. MASONRY BEARING WALL: (Indicate good, fair, poor on appropriate lines)		
a. Concrete masonry units: Good		
b. Clay tile or terra cotta units: N/A		
c. Reinforced concrete tie columns: good		
d. Reinforced concrete tie beams: good		
e. Lintel: N/A		
f. Other type bond beams:		
g. Exterior masonry finishes (choose those that apply):		
1. Stucco: Good		
2. Veneer: N/A		
3. Paint only: Good		
4. Other (describe):		
h. Interior masonry finishes (choose those that apply):		
1. Vapor barrier: Good		
2. Furring and plaster: Good		
3. Paneling: N/A		
4. Paint only: Good		
5. Other (describe):		
i. Cracks:		PROVIDE PHOTO
1. Location (note beams, columns, other): N/A		
2. Description:		
j. Spalling		
1. Location (note beams, columns, other): N/A		
2. Description:		

k. Rebar corrosion (indicate on lines 1-4):	■■■■■■■■■■
1. None visible: <input checked="" type="checkbox"/>	
2. Minor (patching will suffice):	
3. Significant (but patching will suffice):	
4. Significant (structural repairs required)	
l. Samples chipped out for examination in spalled areas (Yes/No): No	
1. Yes – describe color, texture, aggregate, general quality:	

7. FLOOR AND ROOF SYSTEM	
a. Roof (Must provide)	
1. Describe (roof shape, type roof covering, type roof deck, framing system, condition):	PROVIDE PHOTO
Building is a two story building with a flat roof compose of a structural concrete joist with concrete deck with a built-up roof modified bitumen roof system on rigid insulation with slight pitch front of building and sides of building have mansards made of wood trusses and plywood sheathing with tiles.	
2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of supports:	PROVIDE PHOTO
A/C UNITS good condition	
3. Describe roof drainage system, main and overflow, and indicate condition:	■■■■■■■■■■
Center area has parapets and drains well thru the scuppers and down spout drains sides also drain well with the sloped roofs	
4. Describe parapet build and current conditions:	■■■■■■■■■■
concrete parapets in center area of building. good condition	
5. Describe mansard build and current conditions:	■■■■■■■■■■
N/A	

6. Describe roofing membrane/covering and current conditions:	PROVIDE PHOTO
Built-up roofing modified bitumen roof system over rigid insulation., no signs of leaks. Sides of building are tile roof systems Good condition both systems	
7. Describe any roof framing member with obvious overloading, overstress, deterioration or excessive deflection:	PROVIDE PHOTO
None visible	
8. Note any expansion joints and condition:	PROVIDE PHOTO
b. Floor system(s):	
1. Describe the floor system at each level, framing, material, typical spans and indicate condition:	PROVIDE PHOTO
Second floor is structural concrete slab and first floor is slab on grade. both in good condition	
2. Balconies: Indicate location, framing system, material, and condition:	■■■■■■■■■■
No balconies there is a structural concrete walkway in the second floor for access to units . good condition	
3. Stairs and escalators: indicate location, framing system, material, and condition:	■■■■■■■■■■
Concrete stairs are in good condition	
4. Ramps: indicate location, framing type, material, and condition:	■■■■■■■■■■
Concrete ramps to access offices are concrete ramps in good condition.	
5. Guardrails: describe type, material, and condition:	■■■■■■■■■■
All guard rails in walkway and stairs are with concrete balusters.	
c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members.	
Attics	

8. STEEL FRAMING SYSTEM

a. Description of system at each level:



N/A

b. Steel members: describe condition of paint and degree of corrosion:

PROVIDE PHOTO

N/A

c. Steel connections: describe type and condition:



N/A

d. Concrete or other fireproofing: note any cracking or spalling of encased member and note where any covering was removed for inspection:

PROVIDE PHOTO

N/A

e. Identify any steel framing member with obvious overloading, overstress, deterioration, or excessive deflection (provide location):



N/A

f. Elevator sheave beams and connections, and machine floor beams: note condition:

PROVIDE PHOTO

N/A

9. CONCRETE FRAMING SYSTEM

a. Full description of concrete structural framing system:

PROVIDE PHOTO

Concrete joists, concrete slabs on roof and second floor, slab on grade, CBS walls, footings

b. Cracking

1. Significant or Not significant: none visible





2. Location and description of members affected and type cracking:

c. General condition	
good condition	
d. Rebar corrosion – check appropriate line	
1. None visible: <input checked="" type="checkbox"/>	
2. Location and description of members affected and type cracking:	PROVIDE PHOTO
3. Significant but patching will suffice:	PROVIDE PHOTO
4. Significant: structural repairs required (describe):	PROVIDE PHOTO
e. Samples chipped out in spall areas:	
1. No: <input checked="" type="checkbox"/>	PROVIDE PHOTO
2. Yes, describe color, texture, aggregate, general quality:	
f. Identify any concrete framing member with obvious overloading, overstress, deterioration, or excessive deflection:	PROVIDE PHOTO

10. WINDOWS, STOREFRONTS, CURTAINWALLS AND EXTERIOR DOORS	
a. Windows/Storefronts/Curtainwalls	PROVIDE PHOTO
1. Type (Wood, steel, aluminum, vinyl, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other):	
single hung, horizontal sliding and fixed glass	
2. Anchorage: type and condition of fasteners and latches:	
good	

3. Sealant: type and condition of perimeter sealant and at mullions:	
good	
4. Interiors seals: type and condition at operable vents:	
good	
5. General condition:	
good	
6. Describe any repairs needed:	
N/A	
b. Structural Glazing on the exterior envelope of Threshold Buildings (Yes/No): No	
1. Previous Inspection Date:	
2. Description of Curtain Wall Structural Glazing and adhesive sealant:	
N/A	
3. Describe Condition of System:	
N/A	
c. Exterior Doors	PROVIDE PHOTO
1. Type (Wood, Steel, Aluminum, Sliding Glass Door, other):	
Steel louver doors and wood solid doors	
2. Anchorage: type and condition of fasteners and latches:	
good	
3. Sealant: type and condition of sealant:	
good	

4. General condition:
good
5. Describe any repairs needed:
none

11. WOOD FRAMING	
a. Fully describe wood framing system:	
Mansards Trusses. Good condition	
b. Indicate the condition of the following:	
1. Walls:	
N/A	
2. Floors:	
N/A	
3. Roof member, roof trusses:	
Good condition	
c. Note metal connectors (i.e., angles, plates, bolts, split pintles, other, and note condition):	
Good	
d. Joints: note if well fitted and still closed:	
Good	

e. Drainage: note accumulations of moisture	■■■■■■■■■■
Good	
f. Ventilation: note any concealed spaces not ventilated:	PROVIDE PHOTO
Good	
g. Note any concealed spaces opened for inspection:	■■■■■■■■■■
yes in one area of mansard	
h. Identify any wood framing member with obvious overloading, overstress, deterioration, or excessing deflection):	PROVIDE PHOTO
N/A	

12. BUILDING FAÇADE INSPECTION (Threshold Buildings)	■■■■■■■■■■
a. Identify and describe the exterior walls and appurtenances on all sides of the building. (Cladding type, corbels, precast appliques, etc.)	
N/A	
b. Identify the attachment type of each appurtenance type (mechanically attached or adhered):	
N/A	
c. Indicate the condition of each appurtenance (distress, settlement, splitting, bulging, cracking, loosening of metal anchors and supports, water entry, movement of lintel or shelf angles, or other defects):	
N/A	

13. SPECIAL OR UNUSUAL FEATURES IN THE BUILDING	
a. Identify and describe any special or unusual feature (i.e. cable suspended structures, tensile fabric roof, large sculptures, chimneys, porte-cochere, retaining walls, seawalls, etc.)	
N/A	
b. Indicate condition of the special feature, its supports, and connections:	
N/A	

Reset Form



Regulatory and Economic Resources
11805 SW 26th Street
Miami, Florida 33175-2474
786-315-2000

miamidade.gov/building

CERTIFICATION OF COMPLIANCE WITH PARKING LOT GUARDRAILS

Re: Case No. _____ FYear 10 Year
Property Address: 5200 SW 8 St, Bldg. No.: _____, Sq. Ft.: 28,440
Building Description: two story CBS wall, flat roof with parapets and mansard in front and sides

I am a Florida registered professional ☒ engineer ☐ architect with an active license.

On April 12 2022, I inspected the parking lots servicing the above referenced building for compliance with Section 8C-6 and determined the following (check only one):



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



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



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



Digitally signed by JOSE A MARTINEZ
Date: 2022.04.29 13:24:36 -04'00'

Signature and Seal of Architect or Engineer

Jose A. Martinez, PE

Print Name

Date



Regulatory and Economic Resources
11805 SW 26th Street
Miami, Florida 33175-2474
786-315-2000

miamidade.gov/building

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

Date: April 12, 2022

Case No. _____ FYear 10 year

Property Address: 5200 SW 8 St, Bldg. No.: _____, Sq. Ft.: 28,440

Folio Number: 03-4107-018-3550

Building Description: two story, Flat roof with mansards in front and sides CBS wall,

1. I am a Florida registered professional ☒ engineer ☐ architect with an active license.
2. On, 20 4/12/22 at 9:00 ☒ AM ☐ PM, I measured the level of illumination in the parking lot(s) serving the above referenced building.
3. Maximum 3.75 foot candle
Minimum 1.18 foot candle
Maximum to Minimum Ratio 3.18 : _____, foot candle
4. The level of illumination provided in the parking lot ☒ meets ☐ does not meet the minimum standards for the occupancy classification of the building as established in Section 8C-3 of Miami-Dade County Code.



Digitally signed by JOSE A
MARTINEZ
Date: 2022.04.29 13:25:16 -04'00'

Signature and Seal of Professional

Jose A. Martinez, PE

Print Name Engineer or Architect



MINIMUM INSPECTION PROCEDURAL GUIDELINES
FOR BUILDING ELECTRICAL RECERTIFICATION

CASE REFERENCE NUMBER:

LICENSEE NAME: Jose A Martinez, PE

TITLE: Profesional Engineer

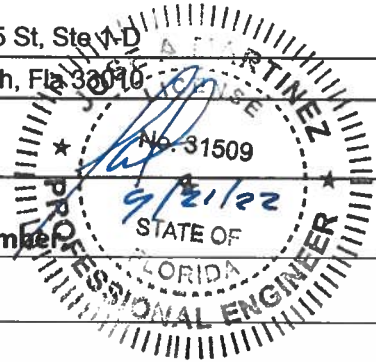
JURISDICTION NAME:

City Of Coral Gables

ADDRESS: 24 E 5 St, Ste 7-D

Hialeah, Fl 33010

SIGNATURE:



*Use separate sheets for additional responses by referencing the report number.

1. DESCRIPTION OF BUILDING

a. Name on Title: NORTH GABLES BLDG LLC

b. Building Street Address: 5200 SW 8 ST

Bldg. #: 1

c. Legal Description: PB 8-113 CORAL GABLES GRANADA SEC REV LOTS 1-7 INC BLK Attached: ☐

d. Owner's Name: NORTH GABLES BLDG LLC

e. Owner's Mailing Address: 3761 SW 139 PL, MIAMI, FL 33175-6742

f. Folio Number of Property on which Building is Located: 03-4107-018-3350

g. Building Code Occupancy Classification: 6400 - COMMERCIAL - CENTRAL

h. Present Use: 1913 PROFESSIONAL SERVICE BLDG : OFFICE BUILDING

i. General Description of building (overall description, structural systems, special features):

One building, two stories with cbs walls, resting on concrete foundation, concrete slab on grade at first floor, concrete floor on concrete jists at 2nd floor Front and sides have mansards with tiles. Roof of building consists of a built-up roof modified bitumen roof system on concrete deck. These buildings are surrounded by asphalt parking areas, landscaping, common green areas, and pedestrian walkways.

j. Number of Stories: 2

k. Is this a Threshold Building as per 553.71(12) F.S. (Yes/No): No

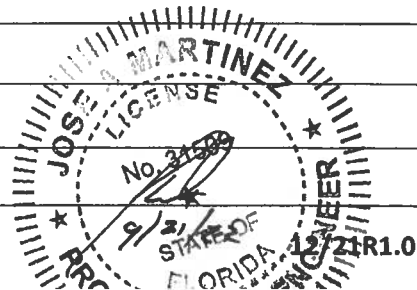
l. Provide an aerial of the property identifying the building being certified on a separate sheet. Attached: ☐

m. Additional Comments:

2. INSPECTIONS	
a. Date of Notice of Required Inspection: 1/3/22	
b. Date(s) of actual inspection: February 03, 2022	
c. Name and qualifications of licensee submitting report:	
Jose A Martinez, P.E.	
d. Are Any Electrical Repairs Required? (YES/NO): Yes	
1. If required, describe, and indicate acceptance:	
According to the thermography report in meter room #1 there are two areas for repair one is a one amp braker that shows overheating in a disconnect and the second a balancing of the currents in one panel. All corrections were done by a licensed electrical contractor and verified by us.	
e. Can the building continue to be occupied while recertification and repairs are ongoing? (YES/NO): Yes	
1. Explanation/Conditions:	
N/A	

3. ELECTRICAL SERVICE				PROVIDE PHOTO	
a. Size:	Voltage (120 ⁺)	Amperage (2400 ⁺)	Type:	Fuses (X)	Breakers (X)
b. Phase:	Three-Phase (●)	Single Phase (○)			
c. Condition:	Good (●)	Fair (○)	Needs Repair (○)		
Comments:					
There are two meter room one on the west side and one at the center of the building Meter room one is the west side meter. Both meter room are 1,200 amps the west side meter room is three phase.					

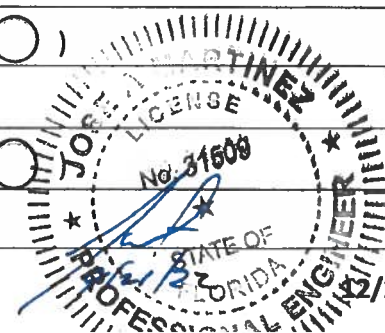
4. METERING EQUIPMENT				PROVIDE PHOTO	
1. Clearances:	Good (●)	Fair (○)	Needs Correction (○)		
Comments:					



5. ELECTRIC ROOMS			PROVIDE PHOTO
1. Clearances:	Good (<input checked="" type="radio"/>)	Fair (<input type="radio"/>)	Needs Correction (<input type="radio"/>)
Comments:			
Except as noted above			

6. GUTTERS			PROVIDE PHOTO
1. Location:	Good (<input checked="" type="radio"/>)	Needs Repair (<input type="radio"/>)	
2. Taps and Fill:	Good (<input checked="" type="radio"/>)	Needs Repair (<input type="radio"/>)	
Comments:			

7. ELECTRICAL PANELS			PROVIDE PHOTO
1. Panel # (Elevator)	Location: Elevator room		
	Good (<input checked="" type="radio"/>)	Needs Repair (<input type="radio"/>)	
2. Panel # (E)	Location: East Hallway		
	Good (<input checked="" type="radio"/>)	Needs Repair (<input type="radio"/>)	
3. Panel # (W)	Location: West Hallway		
	Good (<input checked="" type="radio"/>)	Needs Repair (<input type="radio"/>)	
4. Panel # (AC)	Location: Electrical room		
	Good (<input checked="" type="radio"/>)	Needs Repair (<input type="radio"/>)	
5. Panel # (L)	Location: Electrical room		
	Good (<input checked="" type="radio"/>)	Needs Repair (<input type="radio"/>)	

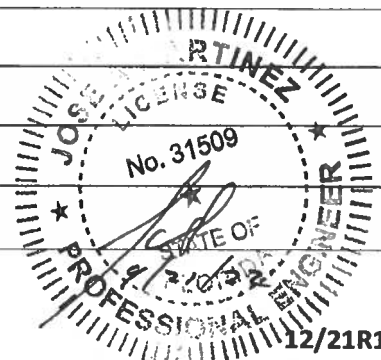


Comments:

8. BRANCH CIRCUITS				PROVIDE PHOTO
1. Identified:	Yes	(<input checked="" type="radio"/>)	Must be Identified	(<input type="radio"/>)
2. Conductors:	Good	(<input checked="" type="radio"/>)	Deteriorated	(<input type="radio"/>)
			Must be Replaced	(<input type="radio"/>)
Comments:				

9. GROUNDING OF SERVICE		PROVIDE PHOTO
	Good	(<input checked="" type="radio"/>)
	Needs Repair	(<input type="radio"/>)
Comments:		

10. GROUNDING OF EQUIPMENT		PROVIDE PHOTO
	Good	(<input checked="" type="radio"/>)
	Needs Repair	(<input type="radio"/>)
Comments:		
1#2/0 to two ground rods and water pipe.		



11.SERVICE CONDUIT/RACEWAYS

PROVIDE PHOTO

Good (☒)Needs Repair (☐)

Comments:

12.GENERAL CONDUIT/RACEWAYS

PROVIDE PHOTO

Good (☒)Needs Repair (☐)

Comments:

13.WIRE AND CABLES

PROVIDE PHOTO

Good (☒)Needs Repair (☐)

Comments:

14.BUSWAYS

PROVIDE PHOTO

Good (☒)Needs Repair (☐)

Comments:



15.THERMOGRAPHY INSPECTION RESULTS

PROVIDE PHOTO

(ADD SHEETS AS REQUIRED)

Comments:

The thermography was done on April 22, 2022 and the report was completed on April 27, 2022. The report was prepared By Mark Weller. which is a licensed thermographer. It indicates two areas of concern which the owner is preparing to correct and as soon as completed we will prepare a certification of the repair. Work was completed on september 2022 by a licensed electrical contractor and verified by us

16.OTHER CONDUCTORS

PROVIDE PHOTO

Good (☒)Needs Repair (☐)

Comments:

17.TYPES OF WIRING METHODS

PROVIDE PHOTO

- | | | | |
|----------------------------|---|--|-------------------------------|
| 1. Conduit Raceways Rigid: | Good (<input checked="" type="radio"/>) | Needs Repair (<input type="radio"/>) | N/A (<input type="radio"/>) |
| 2. Conduit PVC: | Good (<input type="radio"/>) | Needs Repair (<input type="radio"/>) | N/A (<input type="radio"/>) |
| 3. NM Cable: | Good (<input type="radio"/>) | Needs Repair (<input type="radio"/>) | N/A (<input type="radio"/>) |
| 4. Other: | Good (<input type="radio"/>) | Needs Repair (<input type="radio"/>) | N/A (<input type="radio"/>) |

a. Other Wiring (Specify):

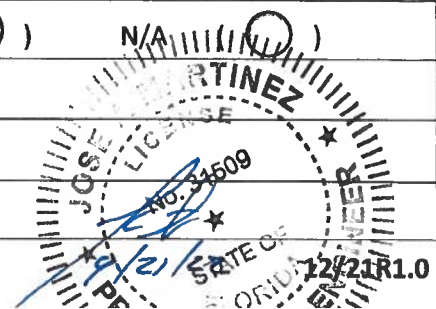
Comments:

18.EMERGENCY LIGHTING

PROVIDE PHOTO

Good (☒)Needs Repair (☐)N/A (☐)

Comments:



19. BUILDING EGRESS ILLUMINATION

PROVIDE PHOTO

Good (☒)Needs Repair (☐)N/A (☐)

Comments:

20. FIRE ALARM SYSTEM

PROVIDE PHOTO

Good (☒)Needs Repair (☐)N/A (☐)

Comments:

21. SMOKE DETECTORS

PROVIDE PHOTO

Good (☒)Needs Repair (☐)N/A (☐)

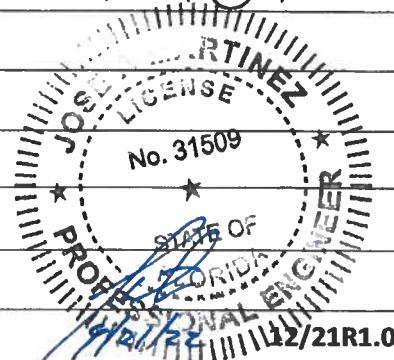
Comments:

22. EXIT LIGHTS

PROVIDE PHOTO

Good (☒)Needs Repair (☐)N/A (☐)

Comments:

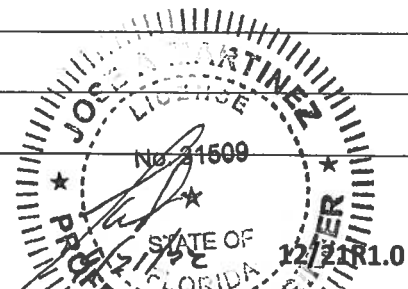


23. EMERGENCY GENERATOR	PROVIDE PHOTO
<div style="display: flex; justify-content: space-around;"> Good (<input type="radio"/>) Needs Repair (<input type="radio"/>) N/A (<input checked="" type="radio"/>) </div>	
Comments:	

24. WIRING IN OPEN OR UNDER COVER PARKING GARAGE AREAS	PROVIDE PHOTO
<div style="display: flex; justify-content: space-around;"> Good (<input checked="" type="radio"/>) Requires Additional Illumination (<input type="radio"/>) N/A (<input type="radio"/>) </div>	
Comments:	

25. OPEN OR UNDER COVER PARKING GARAGE AND EGRESS ILLUMINATION	PROVIDE PHOTO
<div style="display: flex; justify-content: space-around;"> Good (<input type="radio"/>) Requires Additional Illumination (<input type="radio"/>) N/A (<input checked="" type="radio"/>) </div>	
Comments:	

26. SWIMMING POOL WIRING	PROVIDE PHOTO
<div style="display: flex; justify-content: space-around;"> Good (<input type="radio"/>) Needs Repair (<input type="radio"/>) N/A (<input checked="" type="radio"/>) </div>	
Comments:	



27. WIRING TO MECHANICAL EQUIPMENT

PROVIDE PHOTO

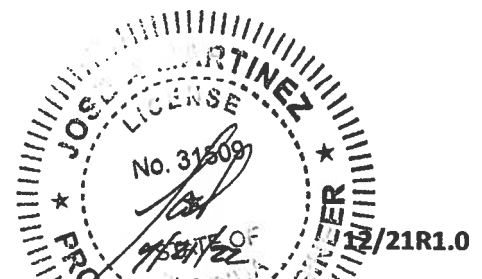
Good (☒)Needs Repair (☐)N/A (☐)

Comments:

28. ADDITIONAL COMMENTS

The inspection revealed that the building is safe for continued use. There are repairs to be done, which are minor and will be done shortly. See comments above.

Reset Form





MINIMUM INSPECTION PROCEDURAL GUIDELINES
FOR BUILDING ELECTRICAL RECERTIFICATION

CASE REFERENCE NUMBER:

LICENSEE NAME: Jose A Martinez, PE

TITLE: Profesional Engineer

JURISDICTION NAME:

ADDRESS: 24 E 5 St, Ste 1-D

Hialeah, Fla 33010

City Of Coral Gables

SIGNATURE:



Digitally signed by JOSE A MARTINEZ
Date: 2022.04.29 13:20:48 -04'00'

*Use separate sheets for additional responses by referencing the report number.

1. DESCRIPTION OF BUILDING

a. Name on Title: NORTH GABLES BLDG LLC

b. Building Street Address: 5200 SW 8 ST

Bldg. #:

c. Legal Description: PB 8-113 CORAL GABLES GRANADA SEC REV LOTS 1-7 INC BLK

Attached: ☐

d. Owner's Name: NORTH GABLES BLDG LLC

e. Owner's Mailing Address: 3761 SW 139 PL, MIAMI, FL 33175-6742

f. Folio Number of Property on which Building is Located: 03-4107-018-3350

g. Building Code Occupancy Classification: 6400 - COMMERCIAL - CENTRAL

h. Present Use: 1913 PROFESSIONAL SERVICE BLDG : OFFICE BUILDING

i. General Description of building (overall description, structural systems, special features):

One building, two stories with cbs walls, resting on concrete foundation, concrete slab on grade at first floor, concrete floor on concrete jists at 2nd floor Front and sides have mansards with tiles. Roof of building consists of a built-up roof modified bitumen roof system on concrete deck. These buildings are surrounded by asphalt parking areas, landscaping, common green areas, and pedestrian walkways.

j. Number of Stories: 2

k. Is this a Threshold Building as per 553.71(12) F.S. (Yes/No): No

l. Provide an aerial of the property identifying the building being certified on a separate sheet. Attached: ☐

m. Additional Comments:

VOID

2. INSPECTIONS

a. Date of Notice of Required Inspection: 1/3/22

b. Date(s) of actual inspection: February 03, 2022

c. Name and qualifications of licensee submitting report:

Jose A Martinez, P.E.

d. Are Any Electrical Repairs Required? (YES/NO): Yes

1. If required, describe, and indicate acceptance:

According to the thermography report in meter room #1 there are two areas for repair one is a one amp braker that shows overheating in a disconnect and the second a balancing of the currents in one panel.

e. Can the building continue to be occupied while recertification and repairs are ongoing? (YES/NO): Yes

1. Explanation/Conditions:

N/A

3. ELECTRICAL SERVICE

PROVIDE PHOTO

a. Size: Voltage (120V) Amperage (2400) Type: Fuses (X) Breakers (X)

b. Phase: Three-Phase (●) Single Phase (○)

c. Condition: Good (●) Fair (○) Needs Repair (○)

Comments:

There are two meter room one on the west side and one at the center of the building Meter room one is the west side meter. Both meter room are 1,200 amps the west side meter room is three phase.

4. METERING EQUIPMENT

■■■■■■■■■■

1. Clearances: Good (●) Fair (○) Needs Correction (○)

Comments:

5. ELECTRIC ROOMS				
1. Clearances:	Good (<input checked="" type="radio"/>)	Fair (<input type="radio"/>)	Needs Correction	(<input type="radio"/>)
Comments:				
Except as noted above				

6. GUTTERS				
1. Location:	Good (<input checked="" type="radio"/>)	Needs Repair	(<input type="radio"/>)	
2. Taps and Fill:	Good (<input checked="" type="radio"/>)	Needs Repair	(<input type="radio"/>)	
Comments:				

7. ELECTRICAL PANELS			PROVIDE PHOTO	
1. Panel # (Elevator)	Location: Elevator room			
	Good (<input checked="" type="radio"/>)	Needs Repair	(<input type="radio"/>)	
2. Panel # (E)	Location: East Hallway			
	Good (<input checked="" type="radio"/>)	Needs Repair	(<input type="radio"/>)	
3. Panel # (W)	Location: West Hallway			
	Good (<input checked="" type="radio"/>)	Needs Repair	(<input type="radio"/>)	
4. Panel # (AC)	Location: Electrical room			
	Good (<input checked="" type="radio"/>)	Needs Repair	(<input type="radio"/>)	
5. Panel # (L)	Location: Electrical room			
	Good (<input checked="" type="radio"/>)	Needs Repair	(<input type="radio"/>)	

Comments:

8. BRANCH CIRCUITS							
1. Identified:	Yes	(<input checked="" type="radio"/>)	Must be Identified	(<input type="radio"/>)			
2. Conductors:	Good	(<input checked="" type="radio"/>)	Deteriorated	(<input type="radio"/>)	Must be Replaced	(<input type="radio"/>)	
Comments:							

9. GROUNDING OF SERVICE							
		Good	(<input checked="" type="radio"/>)			Needs Repair	(<input type="radio"/>)
Comments:							

10. GROUNDING OF EQUIPMENT				PROVIDE PHOTO			
		Good	(<input checked="" type="radio"/>)			Needs Repair	(<input type="radio"/>)
Comments:							
1#2/0 to two ground rods and water pipe.							

VOID

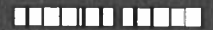
11.SERVICE CONDUIT/RACEWAYS	■■■■■■■■■■
Good (<input checked="" type="radio"/>) Needs Repair (<input type="radio"/>)	
Comments:	

12.GENERAL CONDUIT/RACEWAYS	PROVIDE PHOTO
Good (<input checked="" type="radio"/>) Needs Repair (<input type="radio"/>)	
Comments:	

13.WIRE AND CABLES	PROVIDE PHOTO
Good (<input checked="" type="radio"/>) Needs Repair (<input type="radio"/>)	
Comments:	

14.BUSWAYS	■■■■■■■■■■
Good (<input checked="" type="radio"/>) Needs Repair (<input type="radio"/>)	
Comments:	

VOID

15.THERMOGRAPHY INSPECTION RESULTS

(ADD SHEETS AS REQUIRED)

Comments:

The thermography was done on April 22, 2022 and the report was completed on April 27, 2022. The report was prepared By Mark Weller. which is a licensed thermographer. It indicates two areas of concern which the owner is preparing to correct and as soon as completed we will prepare a certification of the repair.

16.OTHER CONDUCTORS

PROVIDE PHOTO

Good (☒)Needs Repair (☐)

Comments:

17.TYPES OF WIRING METHODS

- | | | | |
|----------------------------|---|--|-------------------------------|
| 1. Conduit Raceways Rigid: | Good (<input checked="" type="radio"/>) | Needs Repair (<input type="radio"/>) | N/A (<input type="radio"/>) |
| 2. Conduit PVC: | Good (<input type="radio"/>) | Needs Repair (<input type="radio"/>) | N/A (<input type="radio"/>) |
| 3. NM Cable: | Good (<input type="radio"/>) | Needs Repair (<input type="radio"/>) | N/A (<input type="radio"/>) |
| 4. Other: | Good (<input type="radio"/>) | Needs Repair (<input type="radio"/>) | N/A (<input type="radio"/>) |

a. Other Wiring (Specify):

Comments:

18.EMERGENCY LIGHTINGGood (☒)Needs Repair (☐)N/A (☐)

Comments:

19. BUILDING EGRESS ILLUMINATIONGood (☒)Needs Repair (☐)N/A (☐)

Comments:

20. FIRE ALARM SYSTEM

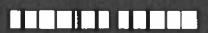
PROVIDE PHOTO

Good (☒)Needs Repair (☐)N/A (☐)

Comments:

21. SMOKE DETECTORSGood (☒)Needs Repair (☐)N/A (☐)

Comments:

22. EXIT LIGHTSGood (☒)Needs Repair (☐)N/A (☐)

Comments:

VOID

23.EMERGENCY GENERATORGood (☐)Needs Repair (☐)N/A (☒)

Comments:

24.WIRING IN OPEN OR UNDER COVER PARKING GARAGE AREASGood (☒)Requires Additional Illumination(☐)N/A (☐)

Comments:

25.OPEN OR UNDER COVER PARKING GARAGE AND EGRESS ILLUMINATION**PROVIDE PHOTO**Good (☐)Requires Additional Illumination(☐)N/A (☒)

Comments:

26.SWIMMING POOL WIRINGGood (☐)Needs Repair (☐)N/A (☒)

Comments:

VOID

27.WIRING TO MECHANICAL EQUIPMENT			<div></div>											
Good (<input checked="" type="radio"/>)			Needs Repair (<input type="radio"/>)			N/A (<input type="radio"/>)								
Comments:														

28.ADDITIONAL COMMENTS														
The inspection revealed that the building is safe for continued use Therepairs to be done are minor and will be done shortly. see comments above.														

VOID

Reset Form



112 Citrus Tree Lane Longwood, FL 32750
(888) 461-1115
www.wellerinfraredservicesinc.com

Building IR • Electrical IR • Roofing IR • Testing

Infrared Inspection Report Delta Electrical System

for

Jose Martinez, PE
24 East 5th St. 1-D
Hialeah, FL 33010

at

Coral Gables Granada Rev
5200 SW Eighth St.
Coral Gables , FL 33134



Report Date: 4/27/2022

Job Number: 22-1230.2

April 27, 2022



Jose Martinez, PE
24 East 5th St. 1-D
Hialeah, Florida 33010

Re: Coral Gables Granada Rev
5200 SW Eighth St.
Coral Gables, FL 33134

Dear Mr. Martinez,

This report and infrared survey meet the documentation requirements of the Infraspction Institute Standard for Infrared Inspection of Electrical Systems and Rotating Equipment and standards, practices, and specifications published by ASTM, NFPA, and NETA. Weller Infrared Services, Inc. (Consultant) was retained for an infrared electrical survey to identify and record thermal anomalies of the facility's electrical system for further evaluation and repair.

On April 22, 2022, the above-listed property was the subject of an electrical infrared (IR) survey on certain electrical switchgear. The facility staff assisted with the development of all equipment listed and inspected in this report, including the subjective repair priority ratings. Staff indicated that the electrical load during the electrical IR survey was at a normal level. While performing the electrical IR survey, infrared detected various loose wires that were corrected by your staff during this survey. Other more significant issues are listed later in this report.

Analysis and Recommendations

We recommend that the maintenance team carefully review this report. Qualified personnel should check the items listed on the inspection summary. Further investigation of inspected areas may reveal other conditions that were not readily apparent at the time of this electrical infrared inspection. Should additional information become available later, the Consultant reserves the right to determine the new information's impact on this report and amend it if necessary and warranted. We suggest performing future electrical IR surveys at different times and times of the year, giving you the best performance results regarding your electrical switchgear.

If there is any information that needs explaining, please feel free to contact us. We look forward to providing you with next year's electrical thermal imaging survey.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark K. Weller". The signature is fluid and cursive, with the first name "Mark" being more prominent.

Mark K. Weller
Certified Level III Thermographer, #8339
Weller Infrared Services, Inc.



Foreword

This infrared inspection report provides documentation of thermal patterns detected in your equipment or system. It incorporates a subjective evaluation to aid in prioritizing repairs.

This report meets the documentation requirements of the Infraspction Institute Standard for Infrared Inspection of Electrical Systems & Rotating Equipment and standards and specifications published by other recognized standards organizations.

How Infrared Thermography Works

Infrared imagers are camera-like devices capable of detecting, displaying, and recording thermal patterns across the surface of an object. In black/white thermograms, white is hot and black is cold unless stated otherwise. When thermograms are in color, colors in the scene are matched to the reference bar. Colors appearing closer to the top of the reference bar indicate higher temperatures. Colors appearing closer to the bottom of the reference bar indicate lower temperatures. Some thermal imagers are also capable of providing temperature values for imaged objects.

Repair Priority Ratings

Each thermogram in this report is given a Repair Priority Rating based upon the qualified assistant's opinion of how critical the subject item is to facility operation. The Inspection Summary section of this report explains how to use Repair Priority Ratings to help determine how quickly you need to investigate and correct the potential problem.

Overheating can cause premature deterioration and costly, unplanned failure of your equipment. Overheating connectors, conductors, and components will never get better. In fact, the temperature of most exceptions will increase with time.

No one can predict when a failure will occur. As a result, we suggest that you use Repair Priority Ratings as a guide but that you investigate and take appropriate corrective measures as soon as possible.

Repair Priority Ratings

NETA Component / Component - Maintenance Testing Specifications, for electrical equipment			
Priority	Delta T (°F)		Recommended Action
3	≥ 1.8 °F	< 7.2 °F	Possible deficiency; warrants investigation
2	≥ 7.2 °F	≤ 27 °F	Indicates probable deficiency; repair as time permits
1	>27 °F		Major discrepancy; repair immediately

NETA Component / Air - Maintenance Testing Specifications, for electrical equipment			
Priority	Delta T (°F)		Recommended Action
4	≥ 1.8 °F	< 18 °F	Indicates possible deficiency; warrants investigation
3	≥ 18 °F	< 36 °F	Indicates probable deficiency; repair as time permits
2	≥ 36 °F	≤ 72 °F	Monitor until Corrective measures can be performed
1	>72 °F		Major discrepancy; repair immediately



Jose Martinez, PE
Coral Gables Granada Rev
5200 SW Eighth St.
Coral Gables , FL 33134
Job Number: 22-1230.2

Inspection Summary

For the equipment inspected, we have recorded a total of 2 thermogram(s) and/or daylight photograph(s) documenting conditions found during our inspection. These thermograms and/or photographs appear on the Image Pages found at the end of this report.

As a reference, each Image Page contains Repair Priority Ratings. When provided, Subjective Ratings are based upon the Qualified Assistant's opinion of the subject item's importance to the safe and continuous operation of the facility. Objective Ratings found on Electro/Mechanical Image Pages are based upon temperature rise criteria as specified by NFPA, NETA and the Standard for Infrared Inspection of Electrical Systems and Rotating Equipment published by Infrasppection Institute.

Depending upon Image Page format, Subjective and/or Objective Ratings may be found. When both are listed, an Average Repair Priority Rating will also be displayed. This Average Repair Priority Rating is the mean value of the Subjective and Objective Ratings. When appropriate, the Average Repair Priority is rounded up to the next highest whole number.

Potential problems documented in this report are grouped and listed according to the following Average Repair Priority or Subjective Ratings.

<u>Quantity</u>	<u>Priority</u>
0	1
2	2
0	3
0	4

Report Summary

Job Number: 22-1230.2



Report Date: 4/27/2022
Job Number: 22-1230.2
Type of Inspection: Delta Electrical System
Purpose of Inspection: Condition Assessment
Date of Inspection: 4/22/2022
End User: Jose Martinez, PE
Project Location: Coral Gables Granada Rev
5200 SW Eighth St.
Coral Gables , FL 33134

Thermographer: Mark K. Weller
Certification Number: 8339
Certification Level: III
Qualified Assistant(s): Alfredo Blaya - Assurance Services Inc.
Omar Martinez - Jose Martinez, PE



Equipment Used: FLIR ThermoCAM P640 S/N 309000612

Weather Data: Day Skies: N/A Night Skies: N/A
Day Highs: Night Lows:

Last Precipitation:
of Items Inspected: 23
of Thermograms: 2
Comments:

Jose Martinez, PE
Coral Gables Granada Rev
5200 SW Eighth St.
Coral Gables , FL 33134



Summary of Images

Job Number: 22-1230.2

Picture	Location	Equipment	Priority
1	Elect RM 1	SW	2
2	Elect RM 1	PNL	2

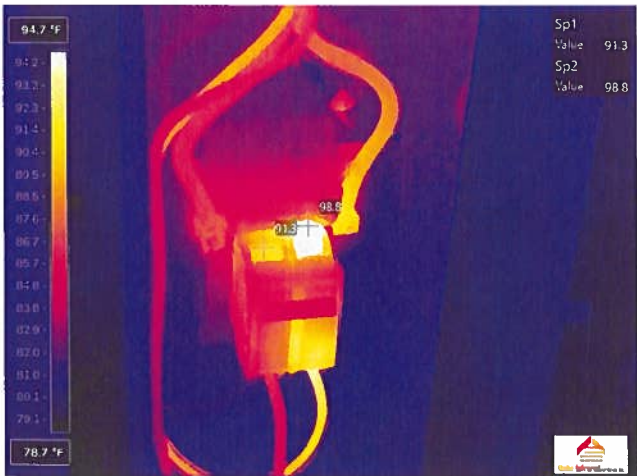
Job Number: 22-1230.2
 Date: 4/22/2022
 Route No: 1

1

List of Equipment Inspected

Location	Equip Type	Equipment ID	In Service	Picture No.	Priority	Visual	Ultra Sound
Facility							
Elect Rm 1	PNL	DP Main 1 of 4 400A	Yes				
Elect Rm 1	PNL	E	Yes				
Elect Rm 1	SW	4 of 4	Yes				
Elect Rm 1	SW	AC West Side	Yes				
Elect Rm 1	PNL	3 of 4	Yes	2	2		
Elect Rm 1	SW	Main Panel Upstairs	Yes	1	2		
Elect Rm 1	SW	Outside Lights	Yes				
Facility							
Elect Rm 2	SW	Main 6 of 6 400A	Yes				
Elect Rm 2	PNL	AC Panel	Yes				
Elect Rm 2	PNL	AC Panel 2	Yes				
Elect Rm 2	PNL	Elev #2	Yes				
Elect Rm 2	SW	Main 5 of 6	Yes				
Elect Rm 2	SW	Main 4 of 6	Yes				
Elect Rm 2	SW	Main 3 of 6	Yes				
Elect Rm 2	SW	Rayos	Yes				
Elect Rm 2	SW	Disc East office	Yes				
Elect Rm 2	PNL	Gen Lighting	Yes				
Elect Rm 2	PNL	House PNL	Yes				
Elect Rm 2	SW	Rayos X #2	Yes				
Elect Rm 2	SW	No Name	Yes				
Elect Rm 2	SW	Main 2 of 6	Yes				
Elect Rm 2	PNL	PNL (L) 45	Yes				
Elect Rm 2	SW	West Hall	Yes				

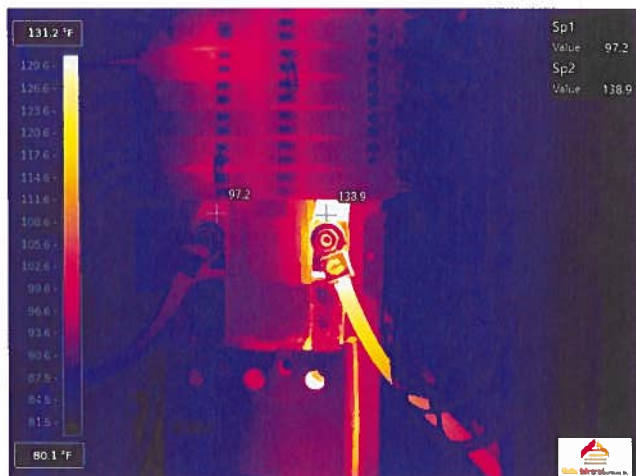
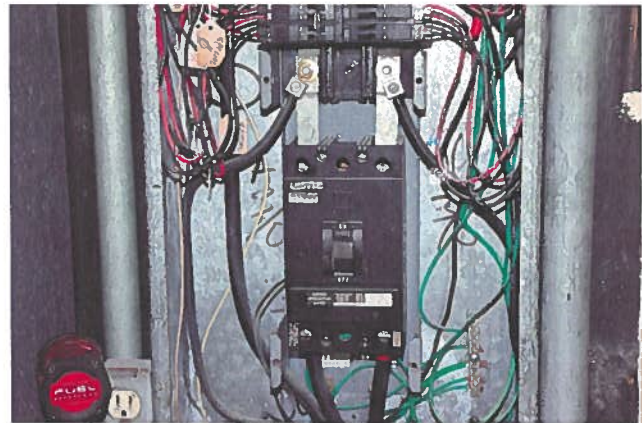
No. 1 Job No. 22-1230.2 Date 4/22/22 Time 9:38
 Location Elect RM 1 Equip # Main PNL Upstairs
 Equipment SW
 Wind Speed N/A From Sky Indoor Distance 3'
 E 1.00 R/T ° Lens 1x Filter None Window T % N/A
 Load: Rated 100 Amps Measured 29 Amps % 29.00
 Ambient Temp 80.2°F ΔT 18.6° above ambient
 Comments L1 - 13.4A, L2 29A
 NOTE - L2 wire burned
 Referenced Delta T Criteria: NETA Component / Air
 Obj. Priority 3 Subj. Priority 2 Avg. Priority 2
 Reinspect Date ΔT ° above
 Notes



RESERVED FOR THERMOGRAM
 AFTER COMPONENT REPAIR

No. 2 Job No. 22-1230.2 Date 4/22/22 Time 9:38
Location Elect RM 1 Equip # 3 of 4
Equipment PNL
Wind Speed N/A From Sky Indoor Distance 3'
E 1.00 R/T ° Lens 1x Filter None Window T % N/A
Load: Rated 225 Amps Measured 79 Amps % 35.11
Ambient Temp 80°F ΔT 58.9° above ambient
Comments L1 - 36A, L2 - 79A

Referenced Delta T Criteria: NETA Component / Air
Obj. Priority 2 Subj. Priority 2 Avg. Priority 2
Reinspect Date ΔT ° above
Notes



RESERVED FOR THERMOGRAM
AFTER COMPONENT REPAIR

Job Number: 22-1230.2

OBSERVATIONS

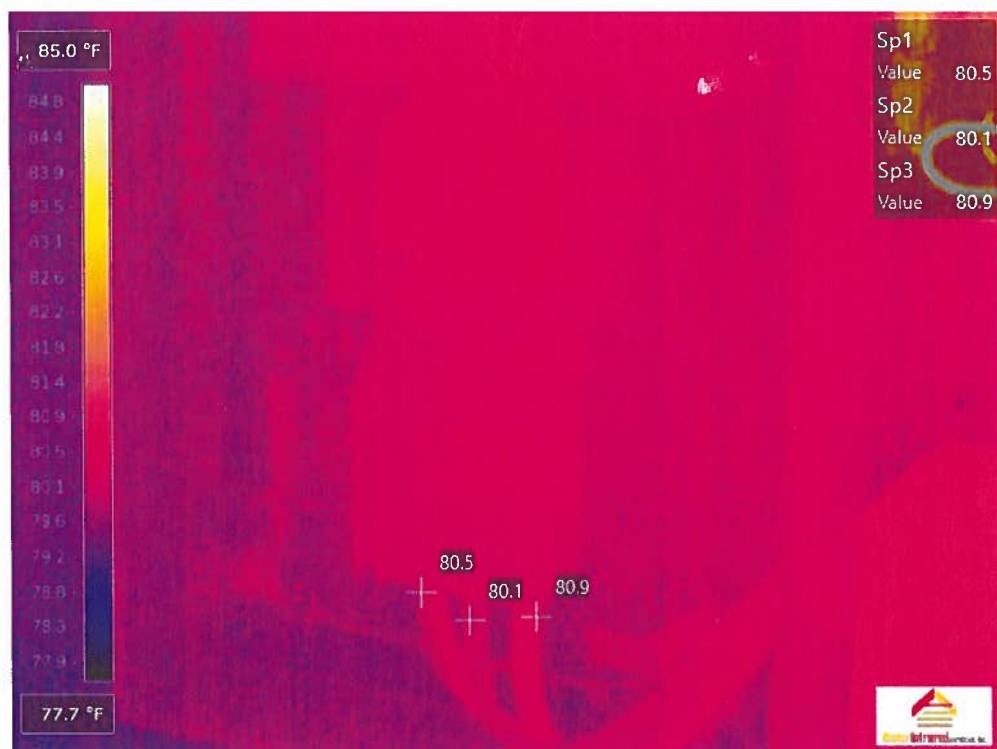


Figure 1: Thermogram of 400A DP Main 4 of 4

Weller Infrared Services, Inc.
(888) 461-1115

Job Number: 22-1230.2

OBSERVATIONS



Figure 2: Regular Image of 400A DP Main 4 of 4

Weller Infrared Services, Inc.
(888) 461-1115

Job Number: 22-1230.2

OBSERVATIONS

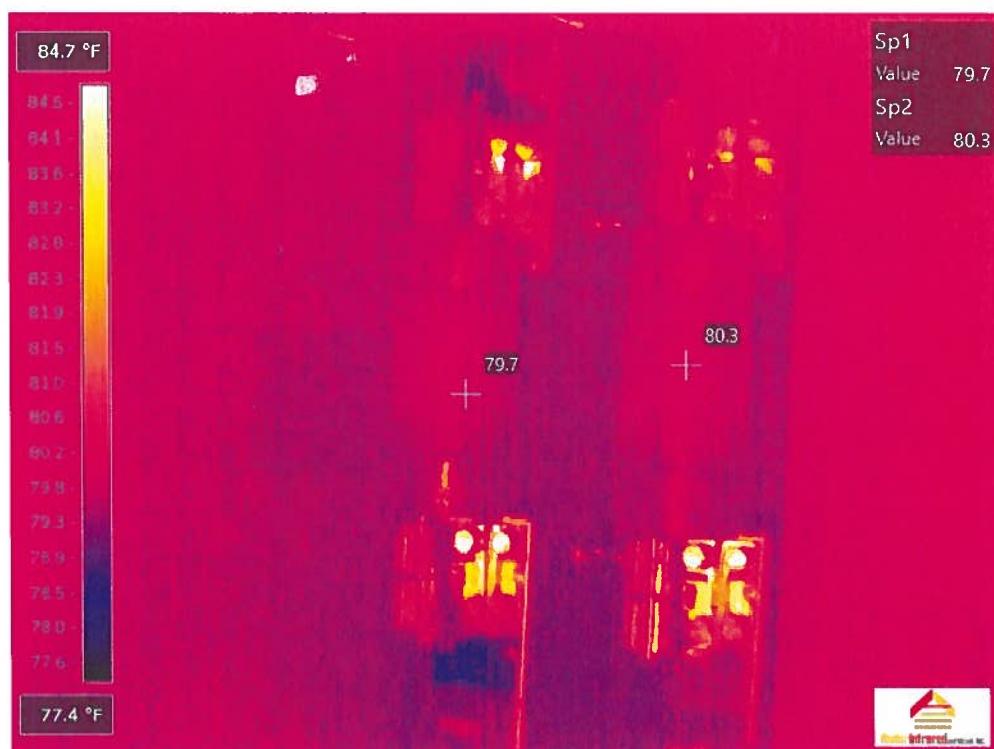


Figure 3: Thermogram of 400A Main 6 of 6

Weller Infrared Services, Inc.
(888) 461-1115

Job Number: 22-1230.2

OBSERVATIONS

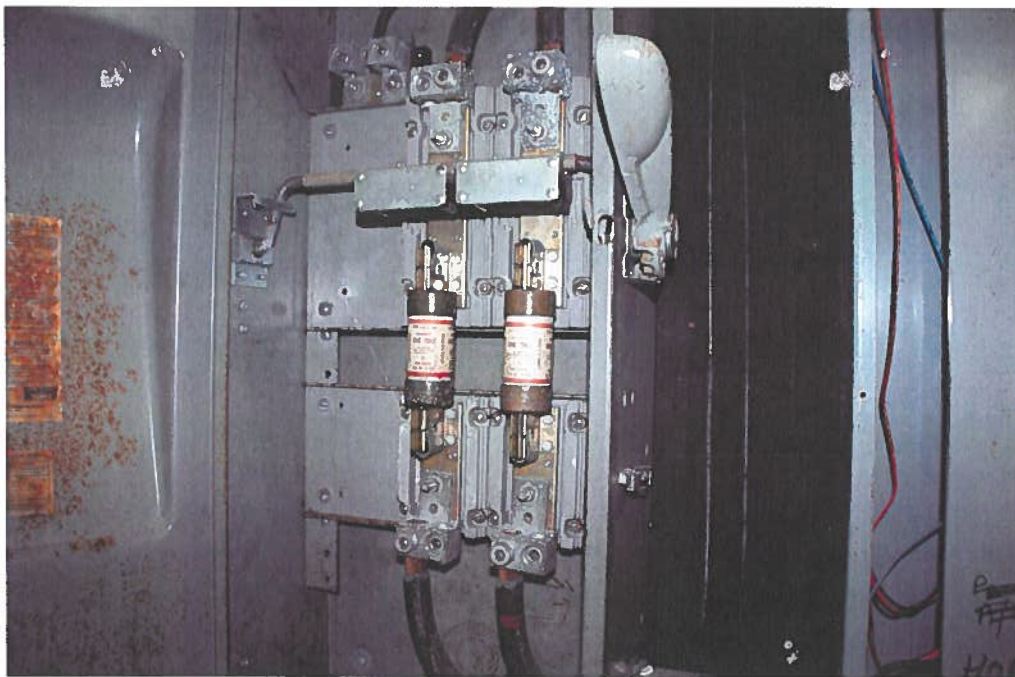


Figure 4: Regular Image 400A Main 6 of 6

Weller Infrared Services, Inc.
(888) 461-1115



City of Coral Gables
Development Services

Office Set

RECT-22-05-0052

5200 8 ST

Folio #: 0341070183350

Description: BUILDING
RECERTIFICATION (YEAR BUILT
1942)

EL EC 22-05-0052

ME _____

PL _____

USE AND OCCUPANCY _____

OCCUPANT LOAD _____

BUILDING CODE _____ VERSION _____

CONSTRUCTION TYPE _____

RESIDENTIAL _____ NON-RESIDENTIAL _____

INDICATE THE TYPE OF FLOOD ZONE AND
PROPOSED LOWEST FLOOR ELEVATION OR
FLOOD PROOFING ELEVATION IN RELATION TO
MEAN SEA LAND LEVEL (M.S.L.)

	DISTRICT	REQUIRED	PROPOSED
CHH	_____	_____	_____
SFH	_____	_____	_____
OTHER	_____	_____	_____

NEW CONSTRUCTION	SUBSTANTIAL IMPROVEMENT
YES _____	YES _____
NO _____	NO _____

Special Inspector required
for the following:

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

Section	Approved	
	By	Date
<input checked="" type="checkbox"/> BUILDING	<u>elt</u>	<u>5/3/22</u>
<input type="checkbox"/> CONCURRENCY		
<input checked="" type="checkbox"/> ELECTRICAL		
<input type="checkbox"/> FEMA		
<input type="checkbox"/> FIRE		
<input type="checkbox"/> HANDICAP		
<input type="checkbox"/> HISTORICAL		
<input type="checkbox"/> LANDSCAPE		
<input type="checkbox"/> MECHANICAL		
<input type="checkbox"/> PLUMBING		
<input type="checkbox"/> PUBLIC WORKS		
<input type="checkbox"/> STRUCTURAL		
<input type="checkbox"/> ZONING		
<input type="checkbox"/> CITY ARCHITECT		
<input type="checkbox"/> OWNER BUILDER		

Subject to compliance with all Federal, State, County and City rules and regulations. City assumes no responsibility for accuracy of or results from these plans. THIS COPY OF PLANS MUST BE AVAILABLE ON BUILDING SITE OR AN INSPECTION WILL NOT BE MADE.

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