



**City of Coral Gables
Development Services Department**

**UNSAFE STRUCTURES BOARD HEARING
CASE RESUME**

HEARING DATE: July 11, 2016

CASE NO.: 16-5180

BUILDING ADDRESS: 4101 Salzedo St

FOLIO NUMBER: 03-4120-017-0720

OWNER: Coral Gables Luxury Holdings LLC

USE: Commercial Property

OF LIVING UNITS: 0

PENDING RECERTIFICATION: 2015

DESCRIPTION AND DEFECTS OF BUILDING: The 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 for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code.

DATES AND ACTIVITIES:

4/20/15 Letter from the City advising of 40/10 Year Recertification required

6/22/16 Notice of Unsafe Structure Violation for Failure to Recertify and Notice of Hearing

TO DATE THE OWNER HAS NOT: Submitted the Recertification Report and/or letter from the Architect or Engineer requesting recertification for the City's review.

BUILDING OFFICIAL'S RECOMMENDATION: a) Submit the 40/10 Year Recertification Report prepared by a licensed Architect or Engineer within ninety (90) days of the Board's Order. b) \$250 daily fine be imposed if property is not recertified within the ninety (90) day deadline.

PERMIT ACTIVITY: None related to the structure's recertification.

Presented by: Virginia Goizueta, Building Services Coordinator, City of Coral Gables



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On 6/21/2016

Property Information	
Folio:	03-4120-017-0720
Property Address:	4101 SALZEDO ST Coral Gables, FL 33146-1411
Owner	CORAL GABLES LUXURY HOLDINGS LLC
Mailing Address	3470 NW 82 AVE STE 988 DORAL, FL 33122 USA
Primary Zone	7100 INDUSTRIAL - LIGHT MFG
Primary Land Use	1913 PROFESSIONAL SERVICE BLDG : OFFICE BUILDING
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq Ft
Adjusted Area	5,815 Sq.Ft
Lot Size	30,000 Sq.Ft
Year Built	1945



Assessment Information			
Year	2015	2014	2013
Land Value	\$3,000,000	\$3,000,000	\$2,700,000
Building Value	\$1,104,850	\$1,104,850	\$604,850
XF Value	\$0	\$0	\$0
Market Value	\$4,104,850	\$4,104,850	\$3,304,850
Assessed Value	\$4,104,850	\$4,104,850	\$3,300,000

Benefits Information				
Benefit	Type	2015	2014	2013
Non-Homestead Cap	Assessment Reduction			\$4,850

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
20 54 41 PB 28-22 CORAL GABLES INDUSTRIAL SEC LOTS 27 THRU 38 BLK 3 LOT SIZE 30000 SQ FT OR 18899-1200 1099 6 (3)

Taxable Value Information			
	2015	2014	2013
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$4,104,850	\$4,104,850	\$3,300,000
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$4,104,850	\$4,104,850	\$3,304,850
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$4,104,850	\$4,104,850	\$3,300,000
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$4,104,850	\$4,104,850	\$3,300,000

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
12/05/2013	\$27,000,000	28943-0650	Transfer where the sale price is verified to be part of a package or bulk sale.
10/01/1999	\$505,000	18899-1200	Other disqualified
06/01/1998	\$2,200,000	18151-2197	Other disqualified
11/01/1976	\$1	00000-00000	Sales which are disqualified as a result of examination of the deed

CITY'S

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

EXHIBIT



4101 Salzedo St.



Home Citizen Services Business Services Back to Coral Gables.com

Logon Help

Permits and Inspections: Search Results

New Permit Search

Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fee
AB-10-01-3599	01/25/2010	4101 SALZEDO ST	BOA PRELIMINARY/MED BONUS/FINAL	RESUBMITTAL REV FINAL- NEW PRESCHOOL \$80000	final	01/28/2010	08/15/2012	C
AB-11-07-5665	07/05/2011	4101 SALZEDO ST	BOA PRELIMINARY/MED BONUS/FINAL	RESUBMITTAL FINAL PRE EXT ALTERATIONS \$80,000 POSTED 07/07/2011	final	07/05/2011	08/15/2012	C
AB-12-04-8973	04/24/2012	4101 SALZEDO ST	BOA COMPLETE (LESS THAN \$75,000)	SIGN (LA PIAZZA ACADEMY) \$1900	final	04/24/2012	08/15/2012	C
BL-10-02-3238	02/11/2010	4101 SALZEDO ST	INT / EXT ALTERATIONS	CANCELLED - FINAL- NEW PRESCHOOL \$80000	canceled		06/17/2013	C
BL-10-03-3320	03/05/2010	4101 SALZEDO ST	DEMOLITION	DISCARDED BOA EXPIRED-COMM INTER DEMO ONLY (4,800 SF) \$	canceled		05/02/2012	C
BL-11-08-5688	08/05/2011	4101 SALZEDO ST	DEMOLITION	COMMERCIAL INTERIOR DEMO ONLY \$10,000	final	09/01/2011	10/04/2011	C
BL-11-09-6020	09/12/2011	4101 SALZEDO ST	INT / EXT ALTERATIONS	SPECIAL INSPECTOR** DF&F COMM INTER ALTER (5420SF),SLAB/PLAYGROUND,PAMP,STAIRS,LANDSCAPING,WINDOWS.DOORS,SIDELIGHTS,BLK UP EXTG OPNG,GATES,ALUM FENCE,RAILINGS,PLANTER WALL,RECONFIGURE HANDICAP PARKING \$120,000	final	02/13/2012	05/09/2012	C
BL-12-04-9404	04/30/2012	4101 SALZEDO ST	SIGNS	SIGN (LA PIAZZA ACADEMY) \$1900	final	05/09/2012	05/23/2012	C
CC-12-01-6080	01/05/2012	4101 SALZEDO ST	CONCURRENCY INVOICE	CONCURRENCY IMPACT STATEMENT - (SEE BL-11-09-6020)	final	01/05/2012	01/05/2012	C
CE-10-08-3752	08/09/2010	4101 SALZEDO ST	CODE ENF WARNING PROCESS	WT14654 TRA 54-29 CITY CODE OWNER TO MAINTAIN PROPERTY FREE OF LITER, TRASH, AND DEBRIS	final	08/09/2010	08/10/2010	C
CE-11-11-5354	11/08/2011	4101 SALZEDO ST	CODE ENF WARNING PROCESS	WT12467 3-208 ZONING CODE (INT) INTERIOR RENOVATIONS (PARTITIONS) WITHOUT APPROVAL AND PERMIT, RED TAG	final	11/08/2011	11/09/2011	C
CE-12-09-0867	09/17/2012	4101 SALZEDO ST	CODE ENF BOARD/MITIGATION	CASE #12827 PAYING ADMIN. COST.	final	09/17/2012	09/24/2012	C
CE-12-10-0126	10/02/2012	4101 SALZEDO ST	CODE ENF WARNING PROCESS	WT10637 5-1902 ZC (BAN) BANNER "LA PIAZZA ACADEMY" IS NOT ALLOWED BY CODE. REQUIRES REMOVAL.	final	10/02/2012	10/02/2012	C
CE-13-05-1347	05/21/2013	4101 SALZEDO ST	CODE ENF LIEN SEARCH	LIEN SEARCH REQUEST	final	05/24/2013	05/24/2013	C
CE-13-06-0207	06/05/2013	4101 SALZEDO ST	CODE ENF LIEN SEARCH	LIEN SEARCH REQUEST	final	06/10/2013	06/10/2013	C
DR-09-12-1838	12/02/2009	4101 SALZEDO ST	DEVELOPMENT REVIEW COMMITTEE	APPLICANT PROPOSES TO OPEN DAYCARE CENTER IN THE EXISTING LOCATION.	final	12/02/2009	06/14/2013	C
DR-13-12-1706	12/03/2013	4101 SALZEDO ST	DEVELOPMENT REVIEW COMMITTEE	MIXED USE PROJECT WITH 270 UNITS - THE COLLECTION RESIDENCES	final	12/03/2013	09/18/2014	C
EL-11-08-5967	08/10/2011	4101 SALZEDO ST	ELEC COMMERCIAL / RESIDENTIAL WORK	COMMERCIAL ELECTRICAL INTERIOR DEMO ONLY	final	09/15/2011	09/16/2011	C
EL-11-09-6449	09/16/2011	4101 SALZEDO ST	ELEC COMMERCIAL / RESIDENTIAL WORK	167 LIGHT SOCKETS; 79 ROUGH IN OUTLETS; 400 AMP SERVICE; 400 AMPS SUBFEEDS ; 400 AMP SWITCHBOARDS AND 10 TONS A/C	final	02/21/2012	05/07/2012	C
EL-12-03-8091	03/13/2012	4101 SALZEDO ST	ELEC LOW VOLTAGE SYSTEM	LOW VOLT PERMIT FOR FIRE ALARM SYSTEM	final	03/14/2012	04/30/2012	C
EL-12-04-8441	04/16/2012	4101 SALZEDO ST	ELEC COMMERCIAL / RESIDENTIAL WORK	TEMPORARY 30 DAY FOR TESTING	final	04/17/2012	04/17/2012	C
EL-12-04-8936	04/24/2012	4101 SALZEDO ST	ELEC LOW VOLTAGE SYSTEM	LOW VOLTAGE (VOICE,DATA)	final	04/25/2012	04/26/2012	C
FD-12-03-7409	03/02/2012	4101 SALZEDO ST	FIRE ALARM SYSTEM	LA PIAZZA ACADEMY	final	03/12/2012	04/30/2012	C
HI-13-12-1958	12/09/2013	4101 SALZEDO ST	LETTER OF HISTORIC SIGNIFICANCE		final	12/09/2013	12/09/2013	C
HI-14-09-3004	09/23/2014	4101 SALZEDO ST	LETTER OF HISTORIC SIGNIFICANCE		final	09/23/2014	09/23/2014	C
HI-15-03-4112	03/09/2015	4101 SALZEDO ST	LETTER OF HISTORIC SIGNIFICANCE		final	03/09/2015	03/09/2015	C
HI-15-09-4379	09/17/2015	4101 SALZEDO ST	LETTER OF HISTORIC SIGNIFICANCE		final	09/17/2015	09/17/2015	C
ME-11-09-6359	09/15/2011	4101 SALZEDO ST	MECH COMMERCIAL / RESIDENTIAL WORK	TWO 10 TONA/C SYSTEMS AND VENTILATION	final	02/27/2012	05/03/2012	C

CITY'S

EXHIBIT

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PL-11-08-6019	08/10/2011	4101 SALZEDO ST	PLUMB COMMERCIAL / RESIDENTIAL WORK	PLUMBING WORK FOR COMMERCIAL INTERIOR DEMO ONLY CAPPING FIXTURES ONLY	final	09/15/2011	09/16/2011	C
PL-11-09-6203	09/13/2011	4101 SALZEDO ST	PLUMB COMMERCIAL / RESIDENTIAL WORK	PLUMBING WORK FOR /INTERIOR ALTERATIONS "LA PIAZZA ACADEMY"	final	02/15/2012	05/02/2012	C
PL-12-04-7548	04/04/2012	4101 SALZEDO ST	PLUMB COMMERCIAL / RESIDENTIAL WORK	PORTABLE TOILET	final	04/04/2012	05/08/2012	C
PW-07-05-0053	05/31/2007	4101 SALZEDO ST	OBSTRUCTION ROW W/BARRICADES PERMIT	OBSTRUCTION OF LANE CLOSURE NO CLOSURE OF ALTARA DURING AM & PM RUSH MUST REOPEN AT NIGHT PERMIT CANCELED (AMY) 6/25/10 NO WORK DONE	cancelled	07/19/2007	05/13/2014	C
PW-12-05-7633	05/03/2012	4101 SALZEDO ST	SIDEWALK REPLACEMENT PERMIT	SIDEWALK REPLACEMENT	final	05/07/2012	06/18/2013	C
RC-16-06-7495	06/21/2016	4101 SALZEDO ST	BUILDING RE CERTIFICATION	CONSTRUCTION REGULATION BOARD CASE #16-5180 AND UNSAFE STRUCTURES FEE	approved			98
RV-12-03-8170	03/14/2012	4101 SALZEDO ST	REVISION TO PERMIT	REVISION (ELECTRICAL, MECHANICAL)	final	03/16/2012	03/16/2012	C
RV-12-04-8800	04/20/2012	4101 SALZEDO ST	REVISION TO PERMIT	REVISION-ARCHITECTURAL & ELECTRICAL PAGES	final	04/30/2012	04/30/2012	C
SD-12-03-7349	03/02/2012	4101 SALZEDO ST	SHOP DRAWINGS	SPECIAL INSPECTOR**SHOP DRAWINGS RAILINGS (BALCONY & STAIRS)	final	03/16/2012	03/16/2012	C
SD-12-03-8169	03/14/2012	4101 SALZEDO ST	SHOP DRAWINGS	SHOP DRAWING (WINDOWS & DOORS)	final	03/21/2012	03/21/2012	C
SD-12-04-7673	04/05/2012	4101 SALZEDO ST	SHOP DRAWINGS	SPECIAL INSPECTOR** SHUTTERS	final	04/16/2012	04/16/2012	C
SD-12-04-8554	04/18/2012	4101 SALZEDO ST	SHOP DRAWINGS	SPECIAL INSPECTOR** SHOP DRAWINGS PLAYGROUND	final	04/30/2012	04/30/2012	C
ZN-12-03-9128	03/27/2012	4101 SALZEDO ST	DUMPSTER / CONTAINER	DUMPSTER	final	03/27/2012	03/27/2012	C

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



City of Coral Gables
Fire Department
Fire Prevention Division
2815 Salzedo Street, Coral Gables, FL 33134
Fax (305) 460-5598

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

Occupant Name:	vacant	Inspection Date:	6/17/2016
Address:	4101 Salzedo Street	InspectionType:	Vacant
City:	Coral Gables	Inspected By:	Terrance J. Daniel 305-441-5776 tdaniel@coralgables.com
Suite:		Occ. Sq. Ft.:	4673

No violations noted at this time.

Inspector Comments:

This location has an address on both the Altara(245) and the Salzedo side(4101)

Company Representative:

Signature - COPIED SIGNATURE
COPIED SIGNATURE - COPIED SI
D SIGNATURE - COPIED SIGNATI
RE - COPIED SIGNATURE - COPIE
PIED SIGNATURE - COPIED SIG
ATURE - COPIED SIGNATURE - CC
COPIED SIGNATURE - COPIED
Signature valid only in mobile-eyes documents

Vacant
6/17/2016

Inspector:

Terrance J. Daniel
6/17/2016

CITY'S

EXHIBIT

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The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY

CORAL GABLES, FLORIDA 33134

4/20/2015

VIA CERTIFIED MAIL

CORAL GABLES LUXURY HOLDINGS LLC
3470 NW 82 AVE STE 988
DORAL, FL 33122

RE: 4101 SALZEDO ST, Coral Gables, Florida
FOLIO # 03-4120-017-0720
Recertification of Building 40 Years or Older

Gentlemen:

Miami-Dade County has notified this Department that the above referenced property address is forty (40) years old, or older, having been built in 1945.

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 to this Department within ninety (90) calendar days from the date of this letter. In addition to the Report, a cover letter must state the property meets the requirement for the building recertification; no additional documents or photographs are necessary. Submittal of the Report does not constitute recertification; it must be **approved**.

In the event repairs or modifications are found to be necessary resulting from the recertification inspection, the Building Official is able to grant an extension of one hundred fifty (150) calendar days from the date of this letter for the owner to obtain the necessary permits and perform the repairs. Recertification will take place once a revised Report is submitted and all required permits are closed.

The Architect or Engineer chosen to perform the inspection may obtain the required Form, "*Minimum Inspection Procedural Guidelines for Building Recertification*," from the following link: http://www.miamidade.gov/pa/property_recertification.asp. **The Recertification Report fee of \$380.63 and the Filing fee of \$2.45 per document page shall be submitted to the Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, Florida, 33134.**

Failure to submit the required Report within the allowed time will result in the referral of this matter to the City's Construction Regulation Board without further notice. The Board may impose fines of \$250.00 per day for each day the violation continues. Note an Administrative fee of \$600.00 is incurred when the case is referred to the Board.

Any questions may be directed to the Building Services Coordinator at (305) 460-5250. Thank you for your prompt consideration.

Sincerely,

Peter J. Iglesias, P.E.
Building Official

CITY'S Composite
EXHIBIT 4

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 16-5180

vs.

CORAL GABLES LUXURY HOLDINGS, LLC
c/o Frank Silva
Registered Agent
3470 N.W. 82nd Avenue, Suite 988
Doral, Florida 33122-1030

Return receipt number:

91 7108 2133 3932 7177 0301

Respondent.

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

Date: June 22, 2016

Re: **4101 Salzedo Street**, Coral Gables, Florida 33146-1411 and legally described as Lots 27 thru 38, Block 3, of CORAL GABLES INDUSTRIAL SECTION, according to the Plat thereof, as recorded in Plat Book 28, Page 22, of the Public Records of Miami-Dade County, Florida; and having folio number 03-4120-017-0700 ("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-I 86(j)(13) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code.

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, Coral Gables, Florida 33134, on July 11, 2016, at 2:00 p.m.

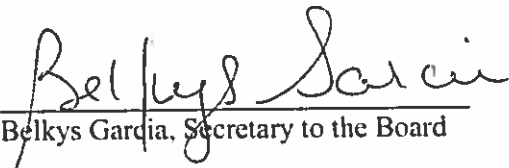
You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the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

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 contact Virginia Goizueta, Building Services Coordinator, tel.: (305) 460-5250, email: vgoizueta@coralgables.com. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 3:30 p.m.

Please govern yourself accordingly.


Belkys Gardia, Secretary to the Board

ADA NOTICES

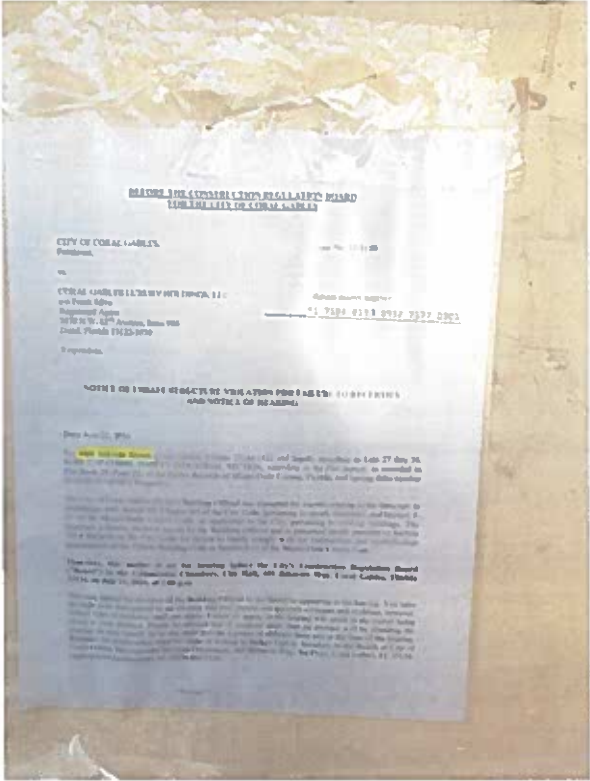
Any person who acts as a lobbyist pursuant to the City of Coral Gables Ordinance No. 2006-11, must register with the City Clerk, prior to engaging in lobbying activities before the city staff, boards, committees and/or the City Commission. A copy of the Ordinance is available in the Office of the City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

ADA Assistance: The City complies with the provisions of the Americans with Disabilities Act. Individuals with disabilities requiring special accommodations or assistance should contact Dona M. Spain, ADA Coordinator, at (305) 460-5095, TTY/DD (305) 460-5010, with requests for auxiliary aids or services at least three business days before the hearing in order to request such assistance.

C:
Florida Community Bank, N.A., 369 N. New York Avenue, Winter Park, Florida 32789-3124
Florida Community Bank, N.A., 2500 Weston Road, Suite 300, Weston, Florida 33331-3617
Arquitectonica International Corporation, c/o Bernardo Fort, 2900 Oak Avenue, Miami, Florida 33133-5259

4101 Salzedo Street





CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Complaint Case #: 16-5180

Title of Document Posted: Construction Regulation Board Case

I, DENNIS POIN, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 4101 Salzedo Street, ON 6-22-16
AT 9:30.

DENNIS POIN
Employee's Printed Name

Dennis Poin
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 22nd day of June, in
the year 20 16, by Dennis Poin who is personally known to
me.

My Commission Expires:



Belkys Garcia
Notary Public



CFN 2013R0963455
 OR Bk 28943 Pgs 0650 - 652; (3pgs)
 RECORDED 12/09/2013 14:35:01
 DEED DOC TAX 162,000.00
 SURTAX 121,500.00
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by:
Sheldon M. London, Esq.
10950 NW 3rd Street
Plantation, Florida 33324

Parcel Identification Numbers:
03-4120-017-0571, 03-4120-017-0580 and 03-4120-017-0720

-----The Space Above This Line For Recording Office Use Only-----

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 5th day of December, 2013, by YEUNG PROPERTY CORP., a Florida corporation ("Grantor"), whose address is 4104 Aurora Street, Coral Gables, Florida 33146, to CORAL GABLES LUXURY HOLDINGS, LLC, a Delaware limited liability company ("Grantee"), whose address is 3470 NW 82nd Avenue, Suite 988, Doral, Florida 33122.

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey, to Grantee and Grantee's heirs, successors and assigns forever, the land situate, lying and being in Miami-Dade County, Florida, to wit (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH all easements, tenements, hereditaments and appurtenances belonging to the Property; and

TOGETHER WITH all buildings and other improvements now or hereafter located on the Property.

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

This conveyance is made subject to (a) taxes and assessments for calendar year 2013 and all subsequent years, which are not yet due and payable, (b) all applicable laws, ordinances (including, but not limited to zoning and building ordinances), and government regulations, and (c) easements, conditions, limitations and restrictions recorded in the Public Records of Miami-Dade County, Florida, provided that this reference shall not operate to reimpose the same.

Grantor covenants that at the time of delivery of this deed, except as described above, the Property is free of any encumbrance made by Grantor, and Grantor specially warrants the title to the Property and will defend it against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

Signed, sealed and delivered
in the presence of:

YEUNG PROPERTY CORP.,
a Florida corporation

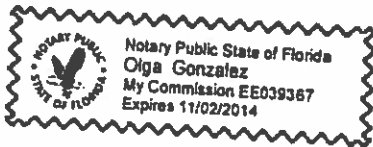
Ashley Liu
Print Name: Ashley Liu

By: Hoi Sang Yeung
Hoi Sang Yeung, President

Jhella Arrieta
Print Name: Jhella Arrieta

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 5th day of December, 2013, by Hoi Sang Yeung, as President of Yeung Property Corp., a Florida corporation, on behalf of the company. He is personally known to me () or has produced _____ as identification.



Olga Gonzalez
Notary Public
Print Name: Olga Gonzalez
Commission No.: EE039367
Commission Expiration: 11/2/14

Exhibit "A"

Legal Description

Lots 1 - 21 and 27 -38 in Block 3, REVISED PLAT OF CORAL GABLES INDUSTRIAL SECTION, according to the Plat thereof, as recorded in Plat Book 28, at Page 22, of the Public Records of Miami-Dade County, Florida Folio number 03-4120-017-0571 for Lots 1 - 4 (parking lot); Folio number 03-4120-017-0580 for Lots 5 - 21 (4112 Aurora Street); Folio number 03-4120-017-0720 for Lots 27 - 38 (4101 Salzedo Street)



CFN 2013R0963457
DR Bk 28943 Pgs 0656 - 675; (20pgs)
RECORDED 12/09/2013 14:35:01
MTG DOC TAX 56,700.00
INTANG TAX 32,400.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

MADE BY

**CORAL GABLES LUXURY HOLDINGS, LLC,
as Mortgagor**

to

**FLORIDA COMMUNITY BANK, N.A.
as Mortgagee**

Dated: December 5th 2013

PREPARED BY AND UPON RECORDATION RETURN TO:

Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131
Attention: John F. Halula, Esq.

MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") is executed as of December 5th 2013 by CORAL GABLES LUXURY HOLDINGS, LLC, a Delaware limited liability company (the "Mortgagor") whose address is 3470 NW 82nd Avenue, Suite 988, Miami, Florida 33122, and FLORIDA COMMUNITY BANK, N.A., its successors and assigns ("Mortgagee"), whose address is 369 N. New York Avenue, Winter Park, Florida 32789.

1. Grant and Secured Obligations.

1.1 Grant. For the purpose of securing payment and performance of the Secured Obligations defined and described in Section 1.2 below, Mortgagor hereby irrevocably and unconditionally grants, bargains, sells, conveys, mortgages and warrants to Mortgagee, with right of entry and possession, all estate, right, title and interest which Mortgagor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "Property"):

(a) the real property described on Exhibit "A" attached hereto and made a part hereof, together with all existing and future easements and rights affording access to it (the "Premises"); together with

(b) All structures and improvements located within the Premises (the "Improvements"); together with

(c) All existing and future appurtenances, privileges, easements, franchises and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Premises, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any Premises lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Premises and Improvements; together with

(d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions ("leases") relating to the use and enjoyment of all or any part of the Premises and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such leases; together with

(e) All real property and improvements on it, and all appurtenances and other property and interests of any kind or character, whether described in Exhibit A or not, which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Premises and Improvements; together with

(f) All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises and Improvements, whether stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Mortgage and any manufacturer's warranties with respect thereto; together with

EXHIBIT A

Description of Premises

Lots 1 through 42, inclusive, Block 3, of REVISED PLAT OF CORAL GABLES INDUSTRIAL SECTION, according to the Plat thereof as recorded in Plat Book 28, Page(s) 22, of the Public Records of Miami-Dade County, Florida.

#26470712_v3

Florida Community Bank, National Association is an active bank

FDIC Certificate#: 58991	Established: January 22, 2010	Corporate Website: https://www.floridacommunitybank.com
Headquarters: 2500 Weston Road Suite 300 Weston, FL 33331 Broward County	Insured: January 22, 2010	Consumer Assistance: http://www.helpwithmybank.gov
Locations: 51 domestic in 1 states, 0 in territories, and 0 in foreign locations	Bank Charter Class: National Bank	Contact the FDIC about: Florida Community Bank, National Association
	Regulated By: Office of the Comptroller of the Currency	

Locations

History Identifications Financials

Showing 1 to 25 of 51 entries

UNINUM	Number	Name	Address	County	City	State	Zip	Service Type	Established Date	Acquired Date
476597	41	Apopka Branch	130 S Park Avenue	Orange	Apopka	FL	32703	Full Service Brick and Mortar Office	05/20/2008	04/29/2011
489871	27	West Boca Branch	11431 W Palmetto Park Rd	Palm Beach	Boca Raton	FL	33428	Full Service Brick and Mortar Office	03/16/2009	06/25/2010
512925	29	Bonita Springs Branch	3360 Bonita Beach Road	Lee	Bonita Springs	FL	34133	Full Service Brick and Mortar Office	08/16/2010	
466958	26	Hagen Ranch Office Branch	7593 Boynton Beach Blvd. #120	Palm Beach	Boynton Beach	FL	33437	Full Service Brick and Mortar Office	12/14/2006	06/25/2010
418718	42	Brooksville Branch	1000 South Broad Street	Hernando	Brooksville	FL	34601	Full Service Brick and Mortar Office	01/26/2004	04/29/2011
442372	14	North Cape Coral Branch	205 Del Prado Boulevard South	Lee	Cape Coral	FL	33990	Full Service Brick and Mortar Office	01/12/2005	01/29/2010
81961	44	Cocoa Beach Branch	1701 North Atlantic Avenue	Brevard	Cocoa Beach	FL	32931	Full Service Brick and Mortar Office	02/17/1999	05/06/2011
450332	65	Cooper City Branch	8743 Stirling Road	Broward	Cooper City	FL	33328	Full Service Brick and Mortar Office	02/13/2006	02/01/2014
423008	55	Coral Gables Branch	150 Alahambra Circle, Suite 120	Miami-Dade	Coral Gables	FL	33134	Full Service Brick and Mortar Office	06/30/2004	02/01/2014
464792	73	Deerfield Beach Branch	3456 West Hillsboro Boulevard	Broward	Deerfield Beach	FL	33442	Full Service Brick and Mortar Office	06/04/2007	02/01/2014
363099	23	Delray Beach Branch	4920 West Atlantic Avenue	Palm Beach	Delray Beach	FL	33484	Full Service Brick and Mortar Office	12/11/2001	06/25/2010
450331	64	Doral Branch	9128 Nw 25th Street	Miami-Dade	Doral	FL	33172	Full Service Brick and Mortar Office	01/23/2006	02/01/2014
35262	16	Englewood Bank Branch	3100 South Mccall Road	Charlotte	Englewood	FL	34224	Full Service Brick and Mortar Office	01/21/1986	06/25/2010
457583	71	Fort Lauderdale Branch	1501 Se 17th Street	Broward	Fort Lauderdale	FL	33316	Full Service Brick and Mortar Office	11/13/2006	02/01/2014
381343	10	Fort Myers Branch	7900 Summerlin Lake Drive	Lee	Fort Myers	FL	33907	Full Service Brick and Mortar Office	10/10/2000	01/29/2010
429729	51	Fort Pierce Branch	2500 Virginia Avenue	St. Lucie	Fort Pierce	FL	34981	Full Service Brick and Mortar Office	06/24/2004	07/15/2011
450328	61	Hallandale Branch	1709 East Hallandale Beach Boulevard	Broward	Hallandale	FL	33009	Full Service Brick and Mortar Office	08/01/2005	02/01/2014
446265	3	Hialeah Gardens Branch	8404 Nw 103rd Street, Suites B And C	Miami-Dade	Hialeah Gardens	FL	33016	Full Service Brick and Mortar Office	01/03/2006	01/22/2010
3858	5	Immokalee Branch	1400 North 15th Street	Collier	Immokalee	FL	34142	Full Service Brick and Mortar Office	07/07/1923	01/29/2010
12618	7	Labelle Branch	155 North Bridge Street	Hendry	Labelle	FL	33935	Full Service Brick and Mortar Office	04/23/1963	01/29/2010
15122	6	Lehigh Branch	1261 Homestead Road	Lee	Lehigh Acres	FL	33936	Full Service Brick and Mortar Office	11/20/1974	01/29/2010
258854	37	Longwood Branch	2160 West State Road 434	Seminole	Longwood	FL	32779	Full Service Brick and Mortar Office	07/08/1999	04/29/2011
259696	22	Margate Branch	5375 West Atlantic Boulevard	Broward	Margate	FL	33063	Full Service Brick and Mortar Office	03/29/1999	06/25/2010
419128	45	Merritt Island Branch	2105 N Courtenay Parkway	Brevard	Merritt Island	FL	32953	Full Service Brick and Mortar Office	03/17/2003	05/06/2011
497844	4	Bird Road Branch	5900 Bird Road	Miami-Dade	Miami	FL	33155	Full Service Brick and Mortar Office	06/30/2007	01/22/2010

WARNING!

THIS LEGAL DOCUMENT REFLECTS THAT A CONSTRUCTION LIEN HAS BEEN PLACED ON THE REAL PROPERTY LISTED HEREIN. UNLESS THE OWNER OF SUCH PROPERTY TAKES ACTION TO SHORTEN THE TIME PERIOD, THIS LIEN MAY REMAIN VALID FOR ONE YEAR FROM THE DATE OF RECORDING, AND SHALL EXPIRE AND BECOME NULL AND VOID THEREAFTER UNLESS LEGAL PROCEEDINGS HAVE BEEN COMMENCED TO FORECLOSE OR TO DISCHARGE THIS LIEN.

CLAIM OF LIEN

State of Florida)
County of Miami-Dade)


BEFORE ME, the undersigned notary public, personally appeared, Jorge Jimenez, who was duly sworn and says that he is the CFO of Arquitectonica International Corporation, a Florida corporation, whose address is 2900 Oak Avenue, Miami, FL 33133; and that in accordance with a contract with an agent of the owner, lienor furnished labor, services, or materials consisting of architectural and related services on the following described real property in Miami-Dade County, Florida:

See Exhibit A attached hereto and made a part hereof

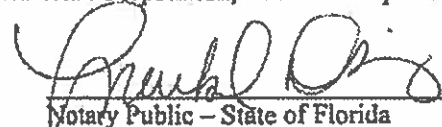
owned by Coral Gables Luxury Holdings, LLC , a Delaware limited liability company for a total value of \$1,409,003.82 of which there remains unpaid \$243,663.55, and furnished the first of the items on June 17, 2013, and the last of the items November 6, 2015; and (if the lien is claimed by one not in privity with the owner) that the lienor served his/her notice to owner on _____N/A_____, 20____, by certified mail return receipt requested; and (if required) that the lienor served copies of the notice on the contractor on _____N/A_____, 20____, by certified mail return receipt requested and on the

subcontractor, N/A, on _____,
20____, by _____.

Arquitectonica International Corporation, a
Florida corporation

By: 
Jorge Jimenez, CFO

SWORN TO (or affirmed) and subscribed before me on this 26 day of January, 2016,
by Jorge Jimenez as CFO of Arquitectonica International Corporation, a Florida corporation.


Notary Public - State of Florida
Maribel Diaz
Print or Type Name of Notary Public

Personally Known OR Produced Identification _____

Type of Identification Produced _____



Prepared by / Return to:
PHILLIPS, CANTOR, SHALEK, RUBIN & PFISTER, P.A.
PRESIDENTIAL CIRCLE
4000 HOLLYWOOD BOULEVARD
SUITE 500 NORTH
HOLLYWOOD, FLORIDA 33021

Exhibit "A"

Legal Description

Lots 22 - 26 and 39 - 42 in Block 3, REVISED PLAT OF CORAL GABLES INDUSTRIAL SECTION, according to the Plat thereof, as recorded in Plat Book 28, at Page 22, of the Public Records of Miami-Dade County, Florida Folio number 03-4120-017-0700 for Lots 22 -24 (245 Altara Avenue); Folio number 03-4120-017-0710 for Lots 25 and 26 (4111 Salzedo Street); Folio number 03-4120-017-0790 for Lots 39 - 42 (250 Bird Road)

AND

Lots 1 - 21 and 27 -38 in Block 3, REVISED PLAT OF CORAL GABLES INDUSTRIAL SECTION, according to the Plat thereof, as recorded in Plat Book 28, at Page 22, of the Public Records of Miami-Dade County, Florida Folio number 03-4120-017-0571 for Lots 1 - 4 (parking lot); Folio number 03-4120-017-0580 for Lots 5 - 21 (4112 Aurora Street); Folio number 03-4120-017-0720 for Lots 27 - 38 (4101 Salzedo Street)



Detail by Entity Name

Florida Profit Corporation

ARQUITECTONICA INTERNATIONAL CORPORATION

Filing Information

Document Number	554723
FEI/EIN Number	59-1795451
Date Filed	10/31/1977
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	08/24/1978
Event Effective Date	NONE

Principal Address

2900 OAK AVENUE
MIAMI, FL 33133

Changed: 01/15/2013

Mailing Address

2900 OAK AVENUE
MIAMI, FL 33133

Changed: 01/15/2016

Registered Agent Name & Address

FORT, BERNARDO
2900 OAK AVENUE
MIAMI, FL 33133

Name Changed: 06/19/1992

Address Changed: 01/15/2016

Officer/Director Detail

Name & Address

Title President

FORT, BERNARDO

2900 OAK AVENUE
MIAMI, FL 33133

Title VP

SPEAR, LAURINDA
3315 DEVON CT
MIAMI, FL 33133

Annual Reports

Report Year	Filed Date
2015	01/12/2015
2015	02/16/2015
2016	01/15/2016

Document Images

<u>01/15/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/16/2015 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>01/12/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/27/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/15/2013 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>01/15/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/18/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/21/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/04/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/04/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/16/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/03/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/27/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/20/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/30/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/21/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/20/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/06/2001 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/07/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/05/1999 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/07/1998 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/03/1997 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/23/1996 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/22/1995 -- ANNUAL REPORT</u>	View image in PDF format

80R345470

OFF REC 10956 PG 1275
1980 DEC 23 A 947

DECLARATION OF RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, GABLES ENTERPRISES, is the fee simple owner of the following described property, situate and being in the City of Coral Gables, Florida:

Lots 29, 30, and 31, Block 3 of CORAL GABLES INDUSTRIAL SECTION, REVISED, according to the plat thereof, recorded in Plat Book 28 at Page 22 of the Public Records of Dade County, Florida, and

WHEREAS, the Commission of the City of Coral Gables on the 25th day of November, 1980, passed and adopted Resolution No. 23135 which authorized the requested variance to encroach over the public right-of-way with a canvas awning at 4101 Salzedo Street, subject to, among other things, the owner maintaining the improvement in good repair at all times; saving the City harmless and furnishing the City with a policy or certificate of liability insurance coverage in the minimum limits of \$300,000 each person and \$300,000 each occurrence for bodily injury and \$50,000 each occurrence on property damage or \$300,000 single limit coverage and naming the City as co-insured under such policy.

NOW, THEREFORE, for good and valuable consideration, the undersigned does hereby declare that it will not convey or cause to be conveyed the title to the above property without requiring the successor in title to abide by all of the terms and conditions set forth herein.

FURTHER, the undersigned declares that this covenant is intended and shall constitute a restrictive covenant concerning the use, enjoyment and title to the above property and shall constitute a covenant running with the land and shall be binding upon the undersigned, its successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set its seal on this 12 day of December, 1980.

GABLES ENTERPRISES,
a partnership

[Signature]
[Signature]

Finlay B. Matheson, Partner

STATE OF FLORIDA)

COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me FINLAY B. MATHESON, partner of GABLES ENTERPRISES, a partnership, who did acknowledge to and before me that he executed the foregoing for the purposes therein expressed.

WITNESS my hand and seal on this, the 12 day of December, 1980.



Commission expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
COMMISSION EXPIRES JAN. 28, 1984

[Signature]
Notary Public

APPROVED AS TO FORM:
[Signature]
ROBERT D. ZAHNER, City Attorney

PREPARED BY: ROBERT D. ZAHNER, CITY ATTORNEY
City Hall - 405 Biltmore Way, Coral Gables, Florida 33134

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
BOOK 10956
PAGE 1275
RICHARD P. BRINKER,
CLERK CIRCUIT COURT

4-



CFN 2012R0617214
 OR Bk 28252 Pgs 0244 - 248; (5pgs)
 RECORDED 08/30/2012 17:31:00
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA



COMMERCIAL

RESIDENTIAL

**HOLD HARMLESS & RESTRICTIVE COVENANT
 ENCROACHMENT AGREEMENT**

THIS AGREEMENT is made and entered this 19th day of APRIL, 2012, by and between YEUNG PROPERTY CORP, whose address is 4104 AURORA STREET, Coral Gables, Florida hereinafter referred to as "OWNER" and the City of Coral Gables, a Florida municipal corporation, hereinafter referred to as "CITY".

RECITALS

WHEREAS, OWNER is/are the fee simple owner(s) of certain real property located within the limits of the CITY, Miami-Dade County, Florida, located at 4101 SALZEDO STREET Coral Gables, Florida and more particularly described as follows:

20 54 41 PB 28-22 CORAL GABLES INDUSTRIAL SEC
LOTS 27 THRU 38 BLK 3 LOT SIZE 30000 SQ FT OR 18899-1200 1099 6 (3) OR 18899-1200 1099 03

WHEREAS, OWNER's property is located adjacent to certain CITY right-of-way, sidewalk, swale, alley or other such right-of-way; and

WHEREAS, OWNER desires to (please place an X and initial the space next to the type of encroachment):

- special driveway approach(es) Type _____
- sign(s).
- canvas canopy(ies) or awning(s).
- landscaping.
- irrigation system.
- tables, chairs, umbrellas, heaters (please describe the item you will be placing and the day(s) of week and hour(s) of day _____)
- _____
- electrical (please describe) _____
- _____
- _____

_____ other encroachment (please describe) _____

in the CITY's right-of-way, sidewalk, swale area, or other such right-of-way; and

WHEREAS, the CITY is willing to allow OWNER to encroach upon CITY's right-of-way, sidewalk, swale area, or other such right-of-way without prejudice to the CITY's right to have the encroachment removed at a later date at the OWNER's expense; and

WHEREAS, OWNER understands that at any time the CITY may require OWNER to remove the aforesaid encroachment from the right-of-way, sidewalk, swale area or other such right-of-way.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and as further consideration for the CITY's approval to encroach upon its right-of-way, the sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. The foregoing Recitals are true and correct and incorporated herein.
2. The CITY hereby grants permission for the encroachment of the right-of-way, sidewalk, swale area, or other such right-of-way said encroachment to be in accordance with plans and specifications on file or to be on file with and approved by the CITY.
3. At any time, the CITY may require either the permanent or temporary removal of said encroachment within said right-of-way, sidewalk, swale area, or other such right-of-way and OWNER both for themselves and their successors in interest in the Property agree, that at such time as the CITY requires temporary or permanent removal of the aforesaid, they will do so promptly and at their own expense and that, if they should fail to do so within thirty (30) days of mailing of a written request from the CITY for removal, the CITY may remove the aforesaid encroachment and impose the cost of removal thereof as a lien against the Property. Such lien shall be in parity or coequal with the lien of all state, county, district and city taxes, superior in dignity to all other liens, titles and claims. In the event of an emergency, the CITY shall have the right to remove the encroachment without notice to OWNER without any obligation or liability to OWNER for damage to the encroachment.
4. To the fullest extent permitted by law, OWNER, jointly and severally, hereby hold harmless, indemnify and defend the CITY, its representatives, officers, agents, employees, the administration and elected and appointed officials from and against all suits, actions, claims, costs, expenses or demands (including, without limitation, suits, actions, claims, costs or demands resulting from death, personal injury and property damage) including reasonable attorney's fees, costs and appeals, arising or resulting in whole or in part, as a result of any tort, intentional action, negligent acts or omissions on the part of the OWNER, for the construction, location, and maintenance of the aforesaid encroachment in the CITY's right-of-way.

5. That all parties to this agreement will obtain, for the purposes of this agreement, insurance policies, naming the City of Coral Gables as an additional insured, that will comply with the current CITY Insurance Requirements and will evidence this insurance to the Risk Management Division of the City of Coral Gables. Evidence will not be approved unless all of the minimum requirements of the CITY Insurance Requirements have been met. The aforesaid insurance requirements shall be in effect during the entire period of time that the encroachment exists upon the CITY's right-of-way, sidewalk, swale area, or other such right-of-way.
6. As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City of Coral Gables, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the premises to determine whether or not the requirements of the Building and Zoning regulations and the conditions herein agreed to are being complied with.
7. In the event the terms of this Declaration are not being complied with, in addition to other remedies available, the City is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as there is compliance with this declaration.
8. This agreement shall be recorded, at the owner's expense, and shall inure to the benefit of and be binding upon the respective successors, heirs, executors, administrators, representatives and assigns of the OWNER, and upon all persons acquiring an interest there under and shall be a restrictive covenant concerning the use, enjoyment and title to the above property and shall constitute a covenant running with the land for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by the City of Coral Gables.
9. This agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations or policies of the CITY now in effect and those hereinafter adopted.
10. The location for settlement of any claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be in Miami-Dade County, Florida.
11. OWNER agrees that he shall be liable for reasonable attorney's fees incurred by CITY, if CITY is required to take any actions, through litigation or otherwise, to enforce this Agreement.
12. CITY shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction restraining any violation of this agreement, as well as recovery