

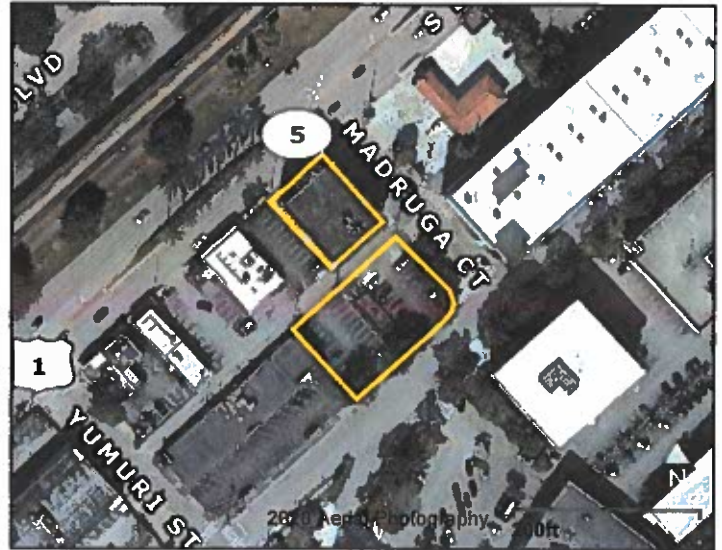


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 9/22/2021

Property Information	
Folio:	03-4130-009-0720
Property Address:	1500 S DIXIE HWY Coral Gables, FL 33146-3002
Owner	MADRUGA INVEST LLC BANK OF AMERICA NC1-001-03-81
Mailing Address	101 N TRYON ST CHARLOTTE, NC 28255
PA Primary Zone	6400 COMMERCIAL - CENTRAL
Primary Land Use	2313 FINANCIAL INSTITUTION : OFFICE BUILDING
Beds / Baths / Half	0 / 0 / 0
Floors	3
Living Units	0
Actual Area	18,308 Sq.Ft
Living Area	18,308 Sq.Ft
Adjusted Area	16,937 Sq.Ft
Lot Size	22,500 Sq.Ft
Year Built	1981



Assessment Information			
Year	2021	2020	2019
Land Value	\$3,937,500	\$3,937,500	\$3,937,500
Building Value	\$1,962,500	\$1,862,500	\$1,501,308
XF Value	\$0	\$0	\$118,871
Market Value	\$5,900,000	\$5,800,000	\$5,557,679
Assessed Value	\$5,900,000	\$5,518,854	\$5,017,140

Benefits Information				
Benefit	Type	2021	2020	2019
Non-Homestead Cap	Assessment Reduction		\$281,146	\$540,539

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

Short Legal Description	
C GAB RIVIERA SEC 14 PB 28-32 LOTS 12 THRU 17 BLK 198 LOT SIZE 24000 SQ FT OR 19904-2312 0701 5 (2)	

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$5,900,000	\$5,518,854	\$5,017,140
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$5,900,000	\$5,800,000	\$5,557,679
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$5,900,000	\$5,518,854	\$5,017,140
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$5,900,000	\$5,518,854	\$5,017,140

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
06/01/1991	\$2,260,000	15088-4205	Deeds that include more than one parcel
02/01/1983	\$2,225,000	99999-9999	Sales which are qualified

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) 1500 S. Dixie Hwy

<u>Owner (Property Appraiser Address)</u> Madruga Investments LLC Bank of America NC1-001-03-81 101 N. Tryon St Charlotte, NC 28246-0100	<u>Owner (Registered Agent Address)</u> Madruga Investments LLC c/o Mackay B/ Brown, Esq. Registered Agent c/o Orion Investment 200 S. Biscayne Blvd, FL 7 Miami, FL 33131-2310
<u>Mortgagee (Mortgage and FDIC Address)</u> First National Bank of South Miami c/o Jordan Perlmutter Senior Vice President 5750 Sunset Dr South Miami, FL 33143-5332	

CITY'S

EXHIBIT

2


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[Permits and Inspections: Search Results](#)
[Logon](#) [Help](#) [Contact](#)

New Permit Search

1 2 » >|

Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
CE-21-10-7708	10/26/2021	1500 S DIXIE HWY	CODE ENF BOARD/MITIGATION	CB Case Admin Fee - Paid by Cal Development Inc.	final	11/01/2021	11/01/2021	0.00
EX-21-10-7453	10/12/2021	1500 S DIXIE HWY	PERMIT EXTENSION & RENEWAL	*****RENEWAL FOR BL-16-04-6482 - 60 DAYS****	final	10/14/2021	10/14/2021	0.00
EL-21-07-8230	07/23/2021	1500 S DIXIE HWY	ELEC COMMERCIAL / RESIDENTIAL WORK	BUILDING RECERTIFICATION (YEAR BUILT 1981)	pending			0.00
SD-21-07-8123	07/22/2021	1500 S DIXIE HWY	SHOP DRAWINGS	SHOP DRAWING - HANDRAILS (BANK OF AMERICA)	final	08/31/2021	08/31/2021	0.00
RC-21-07-7660	07/13/2021	1500 S DIXIE HWY	BLDG RECERT / CRB	BUILDING RECERTIFICATION (YEAR BUILT 1981) UNSAFE STRUCTURES CASE 21-3169	issued	07/23/2021		600.00
EX-21-04-6981	04/06/2021	1500 S DIXIE HWY	PERMIT EXTENSION & RENEWAL	*** CANCELLED - REPLACED BY EX21107453 ***PERMIT RENEWAL FOR BL-16-04-6482- DENIED- NEED TO ENTER INTO AGREED ORDER WITH CITY COMM INTER/EXTER ALTERATIONS--ADA REPAIRS & UPGRADES (BANK OF AMERICA) \$27,000	canceled		10/21/2021	0.00
EX-21-03-7902	03/05/2021	1500 S DIXIE HWY	PERMIT EXTENSION & RENEWAL	PERMIT EXTENSION FOR BL18012047- APPROVED FOR 30 DAYS CAULK EXTERIOR WINDOWS \$4,568	final	03/10/2021	03/10/2021	0.00
ME-21-02-7249	02/25/2021	1500 S DIXIE HWY	MECH COMMERCIAL / RESIDENTIAL WORK	COMMERCIAL *EXACT AC CHANGE OUT (20 TONS/ 20 KW) \$21,700	stop work	04/06/2021		0.00
EL-21-01-5696	01/11/2021	1500 S DIXIE HWY	ELEC SIGNS	COMMERCIAL- INSTALLATION OF (2) ILLUMINATED WALL SIGNS AND (2) DIRECTIONAL SIGNS (BANK OF AMERICA) \$9,600	final	09/02/2021	09/28/2021	0.00
BL-20-11-5596	11/16/2020	1500 S DIXIE HWY	SIGNS	COMMERCIAL- INSTALLATION OF (2) ILLUMINATED WALL SIGNS AND (2) DIRECTIONAL SIGNS (BANK OF AMERICA) \$9,600	final	09/01/2021	09/28/2021	0.00
ZN-19-12-4461	12/18/2019	1500 S	PAINT / RESURFACE	COMMERCIAL *PRESSURE	final	12/18/2019	06/22/2020	0.00

CITY'S

EXHIBIT

3

		DIXIE HWY	FL / CLEAN	CLEAN & PAINT *WALLS: BM1039 STONE HOUSE/ COLUMNS: BMHC80 BLEEKER BEIGE \$25,000				
AB-19-12-4141	12/11/2019	1500 S DIXIE HWY	BOA COMPLETE (LESS THAN \$75,000)	COMMERCIAL *PRESSURE CLEAN & PAINT *WALLS: BM1039 STONE HOUSE/ COLUMNS: BMHC80 BLEEKER BEIGE \$25,000	issued	12/11/2019		0.00
SD-19-12-3638	12/02/2019	1500 S DIXIE HWY	SHOP DRAWINGS	**PLANS CANCELED/DISCARDED** SHOP DRAWINGS - RAILINGS - COMM INTER/EXTER ALTERATIONS--ADA REPAIRS & UPGRADES (BANK OF AMERICA) \$27,000	canceled		01/20/2021	0.00
EL-19-01-3727	01/25/2019	1500 S DIXIE HWY	ELEC SIGNS	ILLUMINATED TENANT WALL SIGN "BANK OF AMERICA"	final	05/17/2019	05/28/2019	0.00
BL-19-01-3223	01/14/2019	1500 S DIXIE HWY	SIGNS	ILLUMINATED TENANT WALL SIGN "BANK OF AMERICA" \$28,000	final	04/25/2019	06/10/2019	0.00
EX-18-12-3572	12/28/2018	1500 S DIXIE HWY	PERMIT EXTENSION & RENEWAL	PERMIT EXTENSION FOR BL-16-04-6482****COMM INTER/EXTER ALTERATIONS--ADA REPAIRS & UPGRADES (BANK OF AMERICA) \$27,000	final	01/02/2019	01/02/2019	0.00
AB-18-12-3230	12/19/2018	1500 S DIXIE HWY	BOA COMPLETE (LESS THAN \$75,000)	COMMERCIAL *ILLUMINATED TENANT SIGN "BANK OF AMERICA" \$28000	final	01/08/2019	06/10/2019	0.00
EX-18-06-4341	06/27/2018	1500 S DIXIE HWY	PERMIT EXTENSION & RENEWAL	EXTENSION FOR BL-16-04-6482****COMM INTER/EXTER ALTERATIONS--ADA REPAIRS & UPGRADES (BANK OF AMERICA) \$27,000	final	06/27/2018	06/27/2018	0.00
EL-18-03-3300	03/07/2018	1500 S DIXIE HWY	ELEC SIGNS	**PLANS DISCARDED - SIGNATURES EXPIRED**	canceled		04/16/2020	0.00
BL-18-03-3256	03/06/2018	1500 S DIXIE HWY	SIGNS	**PLANS DISCARDED - SIGNATURES EXPIRED** ILLUMINATED SIGNAGE FOR ATM "BANK OF AMERICA" \$2500	canceled		04/16/2020	0.00
AB-18-02-2475	02/16/2018	1500 S DIXIE HWY	BOA COMPLETE (LESS THAN \$75,000)	COMMERCIAL *ILLUMINATED SIGN "BANK OF AMERICA" \$2500	issued	02/20/2018		0.00
BL-18-01-2047	01/17/2018	1500 S DIXIE HWY	MISCELLANEOUS WORK	CAULK EXTERIOR WINDOWS \$4,568	final	04/06/2018	04/05/2021	0.00
RV-17-12-1570	12/12/2017	1500 S DIXIE HWY	REVISION TO PERMIT	PLUMBING REVISION	final	12/15/2017	12/15/2017	0.00
PU-17-12-1568	12/12/2017	1500 S DIXIE HWY	PUBLIC RECORDS SEARCH	REQUEST FOR DUPLICATE SET OF PLANS FOR REVISION SUBMITTAL COMMERCIAL INTERIOR ALTERATIONS (BANK OF AMERICA) \$750,000	canceled		12/12/2017	0.00
EL-17-11-1754	11/15/2017	1500 S DIXIE HWY	ELEC COMMERCIAL / RESIDENTIAL WORK	REPLACE ATMS, ADA MODIFICATIONS, WINDOW FILM	final	04/18/2018	04/24/2018	0.00
BL-17-11-1710	11/14/2017	1500 S DIXIE HWY	INT / EXT ALTERATIONS	REPLACE ATMS, ADA MODIFICATIONS, WINDOW FILM \$5,000	final	11/28/2017	04/30/2018	0.00
RV-17-11-1108	11/02/2017	1500 S DIXIE HWY	REVISION TO PERMIT	REVISION- ARCHITECTURAL, ELECTRICAL, PLUMBING PAGES	final	12/12/2017	12/12/2017	0.00

AB-17-10-2309	10/27/2017	1500 S DIXIE HWY	BOA COMPLETE (LESS THAN \$75,000)	COMMERCIAL *RESUBMITTAL *REPLACE ATMS/ ADA MODIFICATIONS/ WINDOW FILM \$5000	final	10/27/2017	04/30/2018	0.00
PU-17-10-2197	10/25/2017	1500 S DIXIE HWY	PUBLIC RECORDS SEARCH	REQUEST FOR DUPLICATE SET OF PLANS FOR REVISION SUBMITTAL COMMERCIAL INTERIOR ALTERATIONS (BANK OF AMERICA) \$750,000	final	10/25/2017	10/25/2017	0.00
EL-17-10-1679	10/16/2017	1500 S DIXIE HWY	ELEC LOW VOLTAGE SYSTEM	COMMERCIAL INTERIOR ALTERATIONS (BANK OF AMERICA) LOW VOLT FOR FIRE ALARM	final	10/18/2017	05/07/2018	0.00
FD-17-10-1660	10/13/2017	1500 S DIXIE HWY	FIRE ALARM SYSTEM	ADDING DEVICES TO EXISTING FIRE ALARM SYSTEM****COMMERCIAL INTERIOR ALTERATIONS (BANK OF AMERICA) \$750,000	final	10/18/2017	03/30/2018	0.00
RV-17-09-1274	09/18/2017	1500 S DIXIE HWY	REVISION TO PERMIT	**PLANS DISCARDED / SIGNATURES EXPIRED ** REVISION (BUILDING)	canceled		09/26/2019	0.00
EL-17-09-1078	09/05/2017	1500 S DIXIE HWY	ELEC LOW VOLTAGE SYSTEM	COMMERCIAL INTERIOR ALTERATIONS (BANK OF AMERICA) \$750,000	final	09/05/2017	05/09/2018	0.00
SD-17-06-2332	06/26/2017	1500 S DIXIE HWY	SHOP DRAWINGS	CANCELLED - SHOP DRAWINGS HANDRAILS/GUARDRAILS	canceled		07/22/2021	0.00
EX-17-06-2189	06/22/2017	1500 S DIXIE HWY	PERMIT EXTENSION & RENEWAL	EXTENSION FOR BL-16-04-6482*****COMM INTER/EXTER ALTERATIONS--ADA REPAIRS & UPGRADES (BANK OF AMERICA) \$27,000	final	06/26/2017	06/26/2017	0.00
PL-17-05-1794	05/16/2017	1500 S DIXIE HWY	PLUMB COMMERCIAL / RESIDENTIAL WORK	PLUMBING WORK FOR COMMERCIAL INTERIOR ALTERATIONS (BANK OF AMERICA)	final	08/24/2017	01/30/2018	0.00
ME-17-02-1493	02/28/2017	1500 S DIXIE HWY	MECH COMMERCIAL / RESIDENTIAL WORK	COMMERCIAL INTERIOR ALTERATIONS (BANK OF AMERICA) \$750,000	final	09/25/2017	02/08/2018	0.00
PW-17-01-0603	01/17/2017	1500 S DIXIE HWY	UTILITIES (AT & T) PERMIT	REPAIR DAMAGED CONDUIT -7ME08452N *NOTE: SEWERL LINES PRESENT AND PERHAPS GREASE TRAPS & STORM..PLEASE CALL FOR LOCATE (NOTIFY AFFECTED BUSINESS/NO LANE CLOSURE ON MADRUGA)	issued	01/27/2017		0.00
EL-16-10-5985	10/03/2016	1500 S DIXIE HWY	ELEC COMMERCIAL / RESIDENTIAL WORK	COMMERCIAL INTERIOR ALTERATIONS (BANK OF AMERICA) \$750,000	final	08/22/2017	02/27/2018	0.00
UP-16-09-6642	09/29/2016	1500 S DIXIE HWY	UPFRONT FEE - THIS IS NOT A PERMIT	*** UPFRONT FEE FOR BL16096641 *** COMMERCIAL INTERIOR ALTERATIONS (BANK OF AMERICA) \$750,000	final	09/29/2016	09/29/2016	0.00
BL-16-09-6641	09/29/2016	1500 S DIXIE HWY	INTERIOR ALTERATION ONLY	COMMERCIAL INTERIOR ALTERATIONS (BANK OF AMERICA) \$750,000	final	08/17/2017	06/04/2018	0.00
SD-16-08-7111	08/29/2016	1500 S DIXIE HWY	SHOP DRAWINGS	CANCELLED - TAKEOVER #2 SHOP DRAWINGS RAILINGS	canceled		07/22/2021	0.00
PS-16-08-6073	08/09/2016	1500 S DIXIE HWY	TREE REMOVAL/MITIGATION	TREE REMOVAL DENIED. TO APPEAL PLEASE CONTACT VIRGINIA GOIZUETA AT 305-460-5250	approved			0.00
EL-16-08-5959	08/08/2016	1500 S DIXIE HWY	ELEC COMMERCIAL / RESIDENTIAL WORK	COMMERCIAL EXTERIOR LIGHTING - FIXTURE REPLACEMENT ON EXISTING POLES &	final	08/16/2016	03/01/2017	0.00

				BUILDING (BANK OF AMERICA) \$38,606.04 35 TOTAL NEW LED FIXTURES TO BE REPLACED OR RETROFITTED				
AB-16-07-7727	07/29/2016	1500 S DIXIE HWY	BOA COMPLETE (LESS THAN \$75,000)	COMMERCIAL *BANK OF AMERICA* EXTERIOR LIGHTING - FIXTURE REPLACEMENT ON EXISTING POLES & BUILDING \$38,606.04	final	07/29/2016	07/23/2021	0.00
BL-16-04-6482	04/15/2016	1500 S DIXIE HWY	INT / EXT ALTERATIONS	COMM INTER/EXTER ALTERATIONS--ADA REPAIRS & UPGRADES (BANK OF AMERICA) \$27,000	final	06/27/2016	10/21/2021	0.00
AB-16-04-6304	04/13/2016	1500 S DIXIE HWY	BOA COMPLETE (LESS THAN \$75,000)	COMMERCIAL -REV#1&2 BANK OF AMERICA *ADA REPAIRS & UPGRADES \$27,000	final	04/13/2016	10/21/2021	0.00
CE-15-05-5239	05/18/2015	1500 S DIXIE HWY	CODE ENF LIEN SEARCH	LIEN SEARCH	final	06/08/2015	06/08/2015	0.00
CE-13-05-0855	05/14/2013	1500 S DIXIE HWY	CODE ENF WARNING PROCESS	WT13705 SEC 3-209 ZONING CODE (CUV) FAILURE TO OBTAIN CERTIFICATE OF USE. LETTER SENT 4/2/13	final	05/14/2013	05/14/2013	0.00
EL-13-03-0815	03/13/2013	1500 S DIXIE HWY	ELEC LOW VOLTAGE SYSTEM	CONNECT CAMERAS TO CCTV SYSTEM	final	03/13/2013	03/15/2013	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).



The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

2/8/2021

VIA CERTIFIED MAIL

MADRUGA INVEST LLC
BANK OF AMERICA NC1-001-03-81
101 N TRYON ST
CHARLOTTE, NC 28255

7020 3160 0001 1022 2649

RE: 1500 S DIXIE HWY
FOLIO # 341300090720

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 YEAR. 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; no additional documents or photographs are necessary. 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

Track Another Package +

Tracking Number: 70203160000110222649

Remove X

Your item was delivered at 8:12 am on February 16, 2021 in CHARLOTTE, NC 28255.

 **Delivered**

February 16, 2021 at 8:12 am
CHARLOTTE, NC 28255

Feedback

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Text & Email Updates



Tracking History



Product Information



See Less ^

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FAQs

Feedback



The City of Coral Gables

7020 3160 0001 1021 7676

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

5/10/2021

MADRUGA INVEST LLC
BANK OF AMERICA NC1-001-03-81
101 N TRYON ST
CHARLOTTE, NC. 28255

RE: 1500 S DIXIE HWY
FOLIO # 341300090720

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

Dear Property Owner:

In a certified letter dated 2/8/2021, 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).

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 3:20pm 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 black ink, appearing to read "Manuel Z. Lopez".

Manuel Z. Lopez, P.E.
Building Official

USPS Tracking®

[FAQs >](#)[Track Another Package +](#)**Tracking Number:** 70203160000110217676[Remove X](#)

Your item was delivered at 1:59 pm on May 17, 2021 in CHARLOTTE, NC 28255.

 **Delivered**

May 17, 2021 at 1:59 pm
CHARLOTTE, NC 28255

[Feedback](#)**Get Updates** 

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Tracking History

Product Information**See Less** 

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FAQs

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The City of Coral Gables

7020 3160 0001 1021 8369

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

6/9/2021

MADRUGA INVEST LLC
BANK OF AMERICA NC1-001-03-81
101 N TRYON ST
CHARLOTTE, NC 28255

RE: 1500 S DIXIE HWY
FOLIO # 341300090720

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

Dear Property Owner:

In a certified letter dated 2/8/2021, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). A Second Notice, dated 5/10/2021, informed you it was necessary to submit to this Department a completed Report prepared by a licensed architect or engineer within thirty (30) calendar days certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification.

As of this date, the completed Report has not been submitted and the **structure remains unsafe** due to non-compliance. Please be advised the matter will be forwarded to the City's Construction Regulation Board ("Board"); a \$600.00 Administrative Fee will be imposed once the Case is scheduled. The Board may impose additional fines of \$250.00 for each day the violation continues, may also enter an order of revocation of the Certificate of Occupancy and/or demolition and assess all costs of the proceedings along with the cost of demolition and any other required action for which the City shall have a lien against the Property Owner and the Property. 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 black ink, appearing to read "Manuel Z. Lopez", with a stylized flourish at the end.

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

USPS Tracking®

[FAQs >](#)[Track Another Package +](#)**Tracking Number:** 70203160000110218369[Remove X](#)

Your item was delivered at 2:36 pm on June 15, 2021 in CHARLOTTE, NC 28255.

 **Delivered**

June 15, 2021 at 2:36 pm
CHARLOTTE, NC 28255

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Tracking History



Product Information



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FAQs

Feedback



The City of Coral Gables

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

July 26, 2021

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

Madruga Invest LLC Bank of America NCI-001-03-81
101 N Tryon St.
Charlotte, NC. 28255

7020 3160 0001 1022 0522

ADDRESS: 1500 S. Dixie Hwy

PROPERTY FOLIO: 03-4130-009-0720

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:

Joseph F. Mincuzzi, PE
PE # 38162
O'Donnell, Naccarato, Mignogna & Jackson, Inc.
1655 Palm Beach Lakes Blvd., Suite 204
West Palm Beach, Fl. 33401
www.onmj.net
(561) 835-9994

The professional that completed the Electrical Report is:

Edward J. Kranz, PE
PE # 49453
O'Donnell, Naccarato, Mignogna & Jackson, Inc.
1655 Palm Beach Lakes Blvd., Suite 204
West Palm Beach, Fl. 33401
www.onmj.net
(561) 835-9994

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

In addition, if repairs are not completed within 60 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 black ink, appearing to read 'Manuel Z. Lopez', written in a cursive style.

Manuel Z. Lopez P.E.
Deputy Building Official

cc: Suramy Cabrera P. E., Building Official
Construction Regulation Board File

Goizueta, Virginia

From: Goizueta, Virginia
Sent: Thursday, September 23, 2021 11:52 AM
To: Associated Construction Services
Cc: joanne@associatedconstruction.net; joe@associatedconstruction.net
Subject: RE: 1500 S Dixie Highway-Extension

Good morning,

The 60 day extension to provide a revised Recertification Report has expired.
Please provide an update.

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

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

From: Goizueta, Virginia
Sent: Monday, July 26, 2021 3:03 PM
To: Associated Construction Services <services@associatedconstruction.net>
Subject: 1500 S Dixie Highway-Extension

Good afternoon,

The attached letter of extension was mailed and it will be posted on the site.

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

Goizueta, Virginia

From: Goizueta, Virginia
Sent: Tuesday, July 13, 2021 11:40 AM
To: Associated Construction Services
Cc: Joe Henderson
Subject: RE: 1500S Dixie Hwy - Folio #341300090720
Attachments: bl21077660.pdf; REGISTRATION.pdf; PAYMENTS.pdf

Good morning,

Attached please find the invoice for the recertification review and instructions on how to pay via the web. We are also waiting for the forms as requested in my previous e-mail.

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

From: Goizueta, Virginia
Sent: Wednesday, July 7, 2021 10:40 AM
To: Associated Construction Services <services@associatedconstruction.net>
Cc: Joe Henderson <joe@associatedconstruction.net>
Subject: RE: 1500S Dixie Hwy - Folio #341300090720

Please provide the forms attached.

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

From: Associated Construction Services <services@associatedconstruction.net>
Sent: Wednesday, July 7, 2021 10:20 AM
To: Goizueta, Virginia <vgoizueta@coralgables.com>
Cc: Joe Henderson <joe@associatedconstruction.net>
Subject: RE: 1500S Dixie Hwy - Folio #341300090720

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

Good morning Virginia,

Please see the attached electrically signed and sealed Structural and Electrical reports for BOA-South Miami located at 1500 S Dixie Hwy., Coral Gables 33146. We are requesting an extension as we make the recommended repairs. Please forward the link and instructions for us to make payment for such.

Regards,

Joanne Burris
Administrative Assistant
Associated Construction and Development, Inc.
P.O. Box 3443
North Fort Myers, FL 33918
(239) 997-3293 West Coast Office
(954) 990-5746 East Coast Office
(239) 567-3293 (Fax)
(239) 747-5039 (Cell)
services@associatedconstruction.net
Joanne@associatedconstruction.net



This email is for the use of the intended recipient(s) only. If you have received this email in error, please notify the sender immediately and then delete it. If you are not the intended recipient, you must not keep, use, disclose, copy or distribute this email without the author's prior permission. We have taken precautions to minimize the risk of transmitting software viruses, but we advise you to carry out your own virus checks on any attachment to this message. We cannot accept liability for any loss or damage caused by software viruses. The information contained in this communication may be confidential and may be subject to the attorney-client privilege. If you are the intended recipient and you do not wish to receive similar electronic messages from us in the future then please respond to the sender to this effect.

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 21-2951

vs.

Return receipt number:

Madruga Investments LLC
Bank of America NC1-001-03-81
101 N. Tryon St
Charlotte, NC 28246-0100
Respondent.

7020 3160 0001 1022 4025

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

Date: October 5, 2021

Re: Property Address: 1500 S. Dixie Hwy., Coral Gables, Fl. 33146-3002 Legal Description: Lots 12 thru 17, Block 198, Coral Gables Riviera Sec. 14, Plat book 28 page 32 and Folio #:03-4130-009-0720 ("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 105-1 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, 2nd Florida, Coral Gables, Florida 33134, on October 18, 2021, 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.

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: Madrugá Investments LLC, c/o Mackay B/ Brown, Esq., Registered Agent ,c/o Orion Investment, 200 S. Biscayne Blvd, FL 7, Miami, FL 33131-2310; First National Bank of South Miami, c/o Jordan Perlmutter, Senior Vice President 5750 Sunset Dr., South Miami, FL 33143-5332.



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Case #: 21-3169

Title of Document Posted: Construction Regulation Board, Notice of Unsafe Structure Violation For Failure To Recertify and Notice of Hearing

I, FRANCISCO R. FERNANDEZ, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 1500 S. DIXIE HWY, ON October 5, 2021 AT 9:59 AM AND
WAS ALSO POSTED AT CITY HALL.

FRANCISCO R. FERNANDEZ

Employee's Printed Name

Employee's Signature

STATE OF FLORIDA)

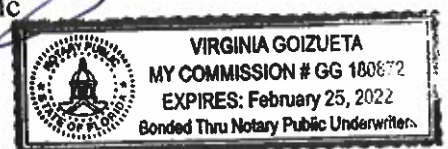
ss.

COUNTY OF MIAMI-DADE)

Sworn to (or affirmed) and subscribed before me by means of X physical presence or online
notarization, this 4 day of October, in the year 2021, by FRANCISCO FERNANDEZ who is
personally known to me.

My Commission Expires:

Notary Public



NOTICE
To: All Employees
From: [illegible]
Subject: [illegible]
Date: [illegible]

[illegible text]

de los CDC

[illegible text]

In accordance with the CDC guidelines we are:

Encouraging face coverings
Monitoring 6 feet
Disinfecting surfaces

Thank you for your cooperation

Agree your account 24/7
or contact your bank at 1-800-XXX-XXXX

BANK OF AMERICA

Lobby Hours
Mon-Thurs 9am-4pm
Friday 9am-6pm
Saturday Closed

Please note the hours at this financial center have temporarily changed.

Monday 9:00 am - 4:00 pm
Tuesday 9:00 am - 4:00 pm
Wednesday 9:00 am - 4:00 pm
Thursday 9:00 am - 4:00 pm
Friday 9:00 am - 4:00 pm
Saturday CLOSED
Sunday CLOSED

Have an Filing our Mobile App to deposit checks, pay bills, transfer money, and more. Visit our website for more information.

Use our Mobile Banking app to deposit checks, make an appointment and much more.

Non employees may not solicit or distribute materials



This instrument prepared by and
after recording return to:
Virginia Goizueta
Secretary to the Construction
Regulation Board
Development Services Department
City of Coral Gables
405 Biltmore Way, 3rd Floor
Coral Gables, FL 33134-5717

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 21-3169

vs.

MADRUGA INVESTMENTS LLC
BANK OF AMERICAN NC1-001-03-81
101 N. TRYON STREET
CHARLOTTE, NC 28246-0100
Respondent.

NOTICE OF ORDER DECLARING STRUCTURE UNSAFE

This cause was brought before the Construction Regulation Board ("Board") of the City of Coral Gables ("City"), on MONDAY, OCTOBER 18, 2021, on the Notice of Unsafe Structure Violation for Failure to Recertify and Notice of Hearing ("Notice"). The Board, having heard the arguments of the parties and having considered any evidence presented, hereby enters this Order Declaring Structure Unsafe ("Order") and finds, concludes, and orders as follows:

Findings of Fact

1. The City properly served all required notices on the owner, MADRUGA INVEST LLC, BANK OF AMERICA NC1-001-03-81 and any lienholders of record for the structure located on the property at 1500 S. DIXIE HIGHWAY (the "Structure"), and having folio number 03-4130-009-0720, and legally described as LOTS 12 THRU 17, BLOCK 198, CORAL GABLES RIVIERA SEC 14, PB 28-32.

2. As of the date of this Notice the Structure has failed to comply with the inspection report requirement and minimum inspection procedural guidelines as issued by the Miami-Dade County Board of Rules and Appeals, required by Section 8-11 of the Miami-Dade County Code ("Report"). Therefore, **the Structure is presumed and is hereby declared 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.

Order

3. It is, therefore, **ORDERED**: The Owner shall take the Required Action as follows: A. Submit a revised Recertification Report prepared by a licensed Architect or Engineer within sixty (60) days of the Board's Order Recertifying the property. B. A \$250 daily fine be imposed if property is not recertified within the sixty (60) day deadline.

4. *Request for compliance inspection.* It is the responsibility of the Owner to request an inspection of City records and of the Property, as applicable, to determine compliance with this Order and to notify the City of any compliance action taken.

5. *Payment of costs, fines, and demolition by City.* The Owner shall pay, within 7 days of the date of this Order, the City's administrative costs to date of \$600, in addition to the costs of recording this Order. If the Owner does not comply with any of the applicable deadlines above, the Building Official may immediately and without further order from this Board, 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 and the City may demolish the Structure. The City may sell as salvage or require the demolition contractor to dispose of the contents of the Structure. In addition, the Owner shall pay a fine of \$250 for each day the violation continues past the date set for compliance, for which the City shall have a lien against the Owner and the Property. The Board may also enter an order of demolition and assess all costs of the proceedings and demolition and other required action for which the City shall have a lien against the Owner and the Property. Until the Structure is recertified in compliance the terms of this Order, the City shall not issue any further development approvals for the Property, including, but not limited to, building permits, unless the development approval is required to comply with the terms of this Order.

6. *Lien for costs and notice to subsequent purchasers.* The City shall have a special assessment lien for its administrative costs, the costs of corrective action, and any fines imposed by the Board, including but not limited to, securing the Structure and demolition ("Costs"), against the real and personal property of the Owner, including the Property. The lien for Costs shall have equal dignity with a lien for taxes. In order to have this lien, the City shall record this Order and an affidavit for any additional Costs, as applicable. Once recorded in the Public Records of Miami-Dade County, Florida, a copy of this Order shall constitute notice to any subsequent purchasers, successors in interest, or assigns, and the findings herein shall be binding upon the Owner and any subsequent purchasers, successors in interest or assigns.

7. City's remedies are cumulative. This Order notwithstanding, the City may enforce its code by any other lawful means.

8. **NOTICE:** If the Respondent does not comply with the terms of this Order, the City may issue a Notice of Non-Compliance ("Notice"). The Respondent may request an administrative hearing that shall be strictly limited to determining whether the Respondent complied with the terms of this Order. Requests for a hearing must be made in writing to Virginia Goizueta, Secretary to the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134-5717, 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.

Failure to request an administrative hearing within twenty (20) days after service of the Notice shall constitute a waiver of the Respondent's right to the hearing. The Respondent shall be liable for the reasonable costs of the administrative hearing if the Respondent does not prevail at the hearing.

DONE AND ORDERED at the City of Coral Gables, Miami-Dade County, Florida, on this 21st day of OCTOBER, 2021.

CONSTRUCTION REGULATION BOARD
OF THE CITY OF CORAL GABLES



Virginia Goianeta
Secretary to the Board

Notice of Deadline to Appeal

PURSUANT TO SECTION 105-95(6) OF THE CITY CODE, AN APPEAL OF THIS ORDER MAY BE FILED IN THE CIRCUIT COURT IN MIAMI-DADE COUNTY, FLORIDA, WITHIN THIRTY (30) DAYS OF THE FILING OF THIS ORDER.

C: Madruga Investments LLC, c/o Mackay B/ Brown, Esq., Registered Agent ,c/o Orion Investment, 200 S. Biscayne Blvd, FL 7, Miami, FL 33131-2310; First National Bank of South Miami, c/o Jordan Perlmutter, Senior Vice President 5750 Sunset Dr., South Miami, FL 33143-5332.

This instrument prepared by and
after recording return to:
Virginia Goizueta
Secretary to the Construction
Regulation Board
Development Services Department
City of Coral Gables
405 Biltmore Way, 3rd Floor
Coral Gables, FL 33134-5717

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 21-3169

vs.

MADRUGA INVESTMENTS LLC
BANK OF AMERICAN NC1-001-03-81
101 N. TRYON STREET
CHARLOTTE, NC 28246-0100
Respondent.

NOTICE OF ORDER DECLARING STRUCTURE UNSAFE

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Findings of Fact

1. The City properly served all required notices on the owner, MADRUGA INVEST LLC, BANK OF AMERICA NC1-001-03-81 and any lienholders of record for the structure located on the property at 1500 S. DIXIE HIGHWAY (the "Structure"), and having folio number 03-4130-009-0720, and legally described as LOTS 12 THRU 17, BLOCK 198, CORAL GABLES RIVIERA SEC 14, PB 28-32.

2. As of the date of this Notice the Structure has failed to comply with the inspection report requirement and minimum inspection procedural guidelines as issued by the Miami-Dade County Board of Rules and Appeals, required by Section 8-11 of the Miami-Dade County Code ("Report"). Therefore, the Structure is presumed and is hereby declared 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.

Order

3. It is, therefore, **ORDERED**: The Owner shall take the Required Action as follows: A. Submit a revised Recertification Report prepared by a licensed Architect or Engineer within sixty (60) days of the Board's Order Recertifying the property. B. A \$250 daily fine be imposed if property is not recertified within the sixty (60) day deadline.

4. *Request for compliance inspection.* It is the responsibility of the Owner to request an inspection of City records and of the Property, as applicable, to determine compliance with this Order and to notify the City of any compliance action taken.

5. *Payment of costs, fines, and demolition by City.* The Owner shall pay, within 7 days of the date of this Order, the City's administrative costs to date of \$600, in addition to the costs of recording this Order. If the Owner does not comply with any of the applicable deadlines above, the Building Official may immediately and without further order from this Board, 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 and the City may demolish the Structure. The City may sell as salvage or require the demolition contractor to dispose of the contents of the Structure. In addition, the Owner shall pay a fine of \$250 for each day the violation continues past the date set for compliance, for which the City shall have a lien against the Owner and the Property. The Board may also enter an order of demolition and assess all costs of the proceedings and demolition and other required action for which the City shall have a lien against the Owner and the Property. Until the Structure is recertified in compliance the terms of this Order, the City shall not issue any further development approvals for the Property, including, but not limited to, building permits, unless the development approval is required to comply with the terms of this Order.

6. *Lien for costs and notice to subsequent purchasers.* The City shall have a special assessment lien for its administrative costs, the costs of corrective action, and any fines imposed by the Board, including but not limited to, securing the Structure and demolition ("Costs"), against the real and personal property of the Owner, including the Property. The lien for Costs shall have equal dignity with a lien for taxes. In order to have this lien, the City shall record this Order and an affidavit for any additional Costs, as applicable. Once recorded in the Public Records of Miami-Dade County, Florida, a copy of this Order shall constitute notice to any subsequent purchasers, successors in interest, or assigns, and the findings herein shall be binding upon the Owner and any subsequent purchasers, successors in interest or assigns.

7. City's remedies are cumulative. This Order notwithstanding, the City may enforce its code by any other lawful means.

8. **NOTICE:** If the Respondent does not comply with the terms of this Order, the City may issue a Notice of Non-Compliance ("Notice"). The Respondent may request an administrative hearing that shall be strictly limited to determining whether the Respondent complied with the terms of this Order. Requests for a hearing must be made in writing to Virginia Goizueta, Secretary to the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134-5717, 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.

Failure to request an administrative hearing within twenty (20) days after service of the Notice shall constitute a waiver of the Respondent's right to the hearing. The Respondent shall be liable for the reasonable costs of the administrative hearing if the Respondent does not prevail at the hearing.

DONE AND ORDERED at the City of Coral Gables, Miami-Dade County, Florida, on this 21st day of OCTOBER, 2021.

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


Virginia Gojardeta
Secretary to the Board

Notice of Deadline to Appeal

PURSUANT TO SECTION 105-95(6) OF THE CITY CODE, AN APPEAL OF THIS ORDER MAY BE FILED IN THE CIRCUIT COURT IN MIAMI-DADE COUNTY, FLORIDA, WITHIN THIRTY (30) DAYS OF THE FILING OF THIS ORDER.

C: Madruga Investments LLC, c/o Mackay B/ Brown, Esq., Registered Agent ,c/o Orion Investment, 200 S. Biscayne Blvd, FL 7, Miami, FL 33131-2310; First National Bank of South Miami, c/o Jordan Perlmutter, Senior Vice President 5750 Sunset Dr., South Miami, FL 33143-5332.

MF 10/18/21

October 11, 2021

Building Official

Coral Gables Building Department
405 Biltmore Way
Coral Gables, FL 33134

RE: Bank of America
1500 South Dixie Highway
Coral Gables, FL
Project No.: 282.008

SUBJECT: STRUCTURAL CONDITION ASSESSMENT / 40-YEAR
CERTIFICATION

Dear City of Coral Gables Building Official,

In response to the City's request for clarification of the letter/report dated May 7, 2021 by ONM&J, Inc., The building, although not suitable for recertification, it does not pose an immediate threat to life and may continue the same occupancy until repairs are completed.

Repairs should not exceed 180 days. If more time is needed, a determination on the acceptance of continued occupancy will again be evaluated.

Sincerely,

Joseph F.
Mincuzzi

Digitally signed by Joseph F.
Mincuzzi
DN:
c.9.2.342.19200300.100.1.1=A01
410000000178124F084700000
sAC, cn=Joseph F Mincuzzi,
e=JF
Date: 2021.10.11 15:40:15
-04'00'



This item has been digitally signed and sealed by Joseph F. Mincuzzi using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Joseph F. Mincuzzi, P.E.
Vice President
STATE OF FLORIDA
Registered Professional Engineer No. 38162
Registered Professional Special Inspector No. 0952

Jairo Segura
Building Inspector



alt 10/18/21

Musa Yenni – Chairman and CEO
Anatoly Averbuch – Vice President
Sirisha Karnam, P.E. – Mechanical Dept. Head
Robert Raynor – Electrical Dept. Head
Gregory Badai – Plumbing Dept. Head
Kris Singh – Fire Protection Dept. Head
Edward Kranz, P.E. – Quality Control Dept. Head

October 18, 2021

City of Coral Gables
Building Division
405 Biltmore Way
Coral Gables, Florida 33134

Attention: Building Official

Subject: 40-Year Inspection – Electrical
1500 S Dixie Highway

Dear City of Coral Gables Building Official:

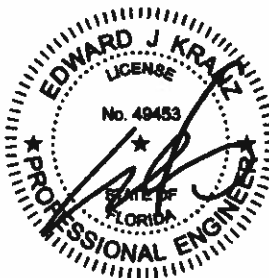
In response to the City's request for clarification of the inspection report signed on July 1, 2021 by Edward Kranz, PE of Feller Engineering, the subject building, although not suitable for recertification, does not pose an immediate threat to life and may continue occupancy until repairs are completed. Repairs should not exceed 120 days. If more time is needed, a determination on the acceptance of continued occupancy will again be evaluated.

If you have any concerns or questions regarding this matter, please contact this office.

Sincerely yours,

FELLER ENGINEERING

Edward Kranz, PE
FL 49453



This item has been digitally signed and sealed by Edward J Kranz, PE on the date below.

Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.
2021.10.18 11:57:32-04'00'

Copies: Anatoly Averbuch

E:\ZZ misc ARCHIVE\E-archive\Bank of America Coral Gables 40 Yr

Madruga Investment, LLC
c/o
Orion Investment and Management Ltd. Corp.
200 South Biscayne Blvd.
Seventh Floor
Miami, FL 33131
(305) 278-8400

October 26, 2021

City of Coral Gables, FL

Re: Building 40 Year Certification and application for building and other permits by Bank of America ("Tenant") for the property leased by Tenant which is located at 1500 S. Dixie Hwy, Coral Gables, FL 33146 - Parcel No: 03-4130-003-0720

Dear Sir/Madam:

This is to confirm that Tenant is in full possession of the above referenced property and is responsible for same. The undersigned owner of the above-described property authorizes Bank of America and/or its representatives to proceed with the building 40 Year Certification and apply for building and other permits as necessary in connection with the above referenced certification pertaining to its Tenant space at the property.

Sincerely,

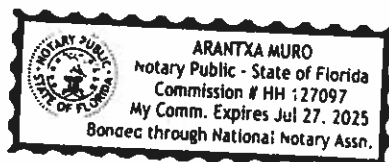
By:


Joseph A. Sanz, POA

State of Florida

County of Miami-Dade

Joseph A. Sanz, known to the undersigned, executed this Letter before the undersigned on this 26 day of OCTOBER, 2021.





_____, Notary

Notary Stamp

Goizueta, Virginia

From: Cardonne, Jesus <Jesus.Cardonne@am.jll.com>
Sent: Monday, November 22, 2021 2:25 PM
To: Goizueta, Virginia
Subject: RE: 1500 South Dixie/40 Year Re-cert./Bank of America

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

Thanks JC

Jesus Cardonne
M 786-385-0837
E-Fax 312-470-8016
jesus.cardonne@am.jll.com

From: Goizueta, Virginia <vgoizueta@coralgables.com>
Sent: Monday, November 22, 2021 2:20 PM
To: Cardonne, Jesus <Jesus.Cardonne@am.jll.com>
Cc: King, Paula <Paula.King@am.jll.com>; Shugarts, Meredith <Meredith.Shugarts@am.jll.com>
Subject: [EXTERNAL] RE: 1500 South Dixie/40 Year Re-cert./Bank of America

ok

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

From: Cardonne, Jesus <Jesus.Cardonne@am.jll.com>
Sent: Monday, November 22, 2021 2:19 PM
To: Goizueta, Virginia <vgoizueta@coralgables.com>
Cc: King, Paula <Paula.King@am.jll.com>; Shugarts, Meredith <Meredith.Shugarts@am.jll.com>
Subject: RE: 1500 South Dixie/40 Year Re-cert./Bank of America

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

I don't have an exact date, but we pushing as we have been back forth with the LL.

Thanks JC

Jesus Cardonne
M 786-385-0837

E-Fax 312-470-8016
jesus.cardonne@am.jll.com

From: Goizueta, Virginia <vgoizueta@coralgables.com>
Sent: Monday, November 22, 2021 2:14 PM
To: Cardonne, Jesus <Jesus.Cardonne@am.jll.com>
Cc: King, Paula <Paula.King@am.jll.com>; Shugarts, Meredith <Meredith.Shugarts@am.jll.com>
Subject: [EXTERNAL] RE: 1500 South Dixie/40 Year Re-cert./Bank of America

Good afternoon,

When will the power of attorney be available?

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

From: Cardonne, Jesus <Jesus.Cardonne@am.jll.com>
Sent: Monday, November 22, 2021 2:06 PM
To: Goizueta, Virginia <vgoizueta@coralgables.com>
Cc: King, Paula <Paula.King@am.jll.com>; Shugarts, Meredith <Meredith.Shugarts@am.jll.com>
Subject: 1500 South Dixie/40 Year Re-cert./Bank of America

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

Hello

I am working on the power of attorney and it has been requested. I will provide as soon it becomes available.

If we do not communicate, have a great Thanksgiving.

Thanks JC

Jesus Cardonne
Facility Manager
JLL Bank of America

M 786-385-0837
E-Fax 312-470-8016
jesus.cardonne@am.jll.com

jll.com



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Jones Lang LaSalle

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Goizueta, Virginia

From: Cardonne, Jesus <Jesus.Cardonne@am.jll.com>
Sent: Monday, November 1, 2021 1:11 PM
To: Goizueta, Virginia
Cc: Shugarts, Meredith; Ortega, Robert
Subject: RE: Notice of Recorded Package in Miami-Dade County, FL: Order 1500 S Dixie

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

Thinks

I don't have a date and I guess you will advise.

JC

Jesus Cardonne
M 786-385-0837
E-Fax 312-470-8016
jesus.cardonne@am.jll.com

From: Goizueta, Virginia <vgoizueta@coralgables.com>
Sent: Monday, November 1, 2021 1:07 PM
To: Cardonne, Jesus <Jesus.Cardonne@am.jll.com>
Subject: [EXTERNAL] RE: Notice of Recorded Package in Miami-Dade County, FL: Order 1500 S Dixie

Yes, I have you down for January.

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

From: Cardonne, Jesus <Jesus.Cardonne@am.jll.com>
Sent: Monday, November 1, 2021 12:58 PM
To: Goizueta, Virginia <vgoizueta@coralgables.com>
Subject: RE: Notice of Recorded Package in Miami-Dade County, FL: Order 1500 S Dixie

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Thanks JC

I have request a hearing for December or January.

Thanks JC

Jesus Cardonne

M 786-385-0837

E-Fax 312-470-8016

jesus.cardonne@am.jll.com

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

Sent: Monday, November 1, 2021 12:50 PM

To: Cardonne, Jesus <Jesus.Cardonne@am.jll.com>

Subject: [EXTERNAL] FW: Notice of Recorded Package in Miami-Dade County, FL: Order 1500 S Dixie

God afternoon,

Attached please find the recorded order. Please be mindful of the deadlines.

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

From: Sansores, Imelys <isansores@coralgables.com>

Sent: Monday, November 1, 2021 12:30 PM

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

Subject: FW: Notice of Recorded Package in Miami-Dade County, FL: Order 1500 S Dixie

FYI

From: Simplifile - System Message <support@simplifile.com>

Sent: Monday, November 1, 2021 11:24 AM

To: Sansores, Imelys <isansores@coralgables.com>

Subject: Notice of Recorded Package in Miami-Dade County, FL: Order 1500 S Dixie

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

November 1, 2021 | 9:24 a.m. (MT)

Simplifile

Notice of Recorded Package in Miami-Dade County, FL: Order 1500 S Dixie

Package: Order 1500 S Dixie
County: Miami-Dade County, FL
Submitter: City of Coral Gables
Submitting User: Imelys Sansores

Order 1500 S Dixie (ORDER)
Recording Number: E 20210815655 B 32822 P 1483
Recording Date: 11/01/2021 10:23 AM EDT
Recording Fees: 27.00
Taxes: 0.00
Simplifile Submission Fee: 2.25

Recorded documents have been attached to this email for your convenience. However, any documents that are not recordable, such as helper documents, are not attached for privacy reasons.

To view this package, login to your Simplifile account and then paste the following URL into the address bar: <https://simplifile.com/sf/ui/submitter/package/BA6EAA09-AAAA-0D8D-0777-885E1E3AC145/details>

For more information, please call Miami-Dade County, FL at (305) 275-1155 x6 or Simplifile Support at 800.460.5657

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December 16, 2021


City of Coral Gables
Construction Regulation Board
405 Biltmore Way
Coral Gables, FL 33134

Re: Forty Year Certification for building owned by Bank of America, National Association,
located at 1500 S. Dixie Hwy., Coral Gables, Florida (FL7-521)

To Whom It May Concern:

This letter will confirm that Jones Lang LaSalle Americas, Inc. ("JLL"), and specifically Jesus Cardonne, is acting as agent on behalf of Bank of America, National Association in connection with the required 40-year building certification for the building at the above location. As the Bank's agent, JLL and Mr. Cardonne have the authority to attend hearings, provide information, and submit applications on behalf of the Bank.

Please contact me at 904.464.5267 if you have any questions.

Sincerely,

Sheila Cribb
Senior Vice President

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 21-2951

vs.

Madrugá Investments LLC
Bank of America NC1-001-03-81
101 N. Tryon St
Charlotte, NC 28246-0100
Respondent.

Return receipt number:

7020 3160 0001 1022 4469

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

Date: December 27, 2021

Re: Property Address: 1500 S. Dixie Hwy., Coral Gables, FL 33146-3002 Legal Description: Lots 12 thru 17, Block 198, Coral Gables Riviera Sec. 14, Plat book 28 page 32 and Folio #:03-4130-009-0720 ("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, 2nd Florida, Coral Gables, Florida 33134, on January 10, 2022, 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: Madrugá Investments LLC, c/o Mackay B/ Brown, Esq., Registered Agent ,c/o Orion Investment, 200 S. Biscayne Blvd, FL 7, Miami, FL 33131-2310; First National Bank of South Miami, c/o Jordan Perlmutter, Senior Vice President 5750 Sunset Dr., South Miami, FL 33143-5332.



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Case #: 21-3169

Title of Document Posted: Construction Regulation Board, Notice of Unsafe Structure Violation For Failure To Recertify and Notice of Hearing

I, EDUARDO MARTIN, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 1500 S. DIXIE HWY, ON December 27, 2021 AT 10:30 a.m.
AND WAS ALSO POSTED AT CITY HALL.

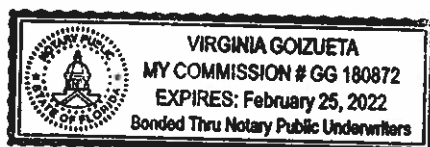
EDUARDO MARTIN
Employee's Printed Name

Eduardo Martin
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me by means of X physical presence or ___ online
notarization, this 27 day of December, in the year 2021, by Eduardo Martin who is
personally known to me.

My Commission Expires:



[Signature]
Notary Public

CITY'S

EXHIBIT 7



CITY'S

EXHIBIT

8



1990462312

Prepared by and return to:

B. MACKAY BROWN

Attorney at Law

WHITE & BROWN, P.A.

9000 SW 152nd St., Ste. 102

Miami, FL 33157

305-259-8200

File Number: 3103-04

Parcel Identification No. 03-4130-009-0720 & 0700

01R509530 2001 SEP 18 09:55

DOCSFEE 18,600.00 DUST 13,950.00
HARVEY KOVIN, CLERK DADE COUNTY, FL

Data]

[Space Above This Line For Recording

Warranty Deed

ESTATE FORM - SECTION 68902.1A

July 19 2001

This Indenture made this _____ day of July, 2001 between MICHAEL BAGUSAT, a married man whose post office address is 9000 SW 152nd St., Suite 106, Miami, FL 33157 of the County of Miami-Dade, State of Florida, grantor, and MADRUGA INVESTMENTS LLC, a Florida Limited Liability Company whose post office address is 9000 SW 152nd St., Ste. 106, Miami, FL 33157 of the County of Miami-Dade, State of Florida, grantee.

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO 100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida, to-wit:

Lots 10 through 17, inclusive, in Block 198, of SECOND REVISED PLAT OF CORAL GABLES RIVIERA SECTION, PART 14, according to the Plat thereof, as recorded in Plat Book 28, at Page 32, of the Public Records of Miami-Dade County, Florida

The subject property is commercial property. Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's resides in Germany.

Subject to taxes for 2001 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Tera Munn
Witness Name: Tera Munn

Claudia A. Combes
Witness Name: Claudia A. Combes

Michael Bagusat
MICHAEL BAGUSAT (Seal)

DoubleTime

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EXHIBIT

9

19901562313

STATE OF OHIO
COUNTY OF CUYAHOGA

July 19 2001

The foregoing instrument was acknowledged before me this _____ day of July, 2001 by MICHAEL BAGUSAT, a married man, who ☐ is personally known or ☒ has produced _____ as photo identification.

[Notary Seal]

Notary Public

Linda R. Hoover

Printed Name.

Consul of the
United States of America

My Commission Expires:

6/10

RECORDED & INDEXED
JUL 20 2001
CLERK OF COURT
HARLEY RUDIN



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

Detail by Entity Name

Florida Limited Liability Company
MADRUGA INVESTMENTS LLC

Filing Information

Document Number L01000008742
FEI/EIN Number 65-1115093
Date Filed 05/31/2001
State FL
Status ACTIVE

Principal Address

c/o Orion Investment
200 So. Biscayne Blvd
7th Floor
Miami, FL 33131

Changed: 03/16/2018

Mailing Address

c/o Orion Investment
200 So. Biscayne Blvd
7th Floor
Miami, FL 33131

Changed: 03/16/2018

Registered Agent Name & Address

BROWN, B. MACKAY ESQ.
c/o Orion Investment
200 So. Biscayne Blvd
7th Floor
Miami, FL 33131

Address Changed: 03/16/2018

Authorized Person(s) Detail

.. . . .

Name & Address

Title MGR

SANZ, JOSEPH A
c/o Orion Investment
200 So. Biscayne Blvd
7th Floor
Miami, FL 33131

Title MGR

Bagusat, Alexander
c/o Orion Investment
200 So. Biscayne Blvd
7th Floor
Miami, FL 33131

Title MGR

KRAMER, ANTONELLA B
c/o Orion Investment
200 So. Biscayne Blvd
7th Floor
Miami, FL 33131

Annual Reports

Report Year	Filed Date
2019	02/15/2019
2020	03/18/2020
2021	01/28/2021

Document Images

01/28/2021 -- ANNUAL REPORT	View image in PDF format
03/18/2020 -- ANNUAL REPORT	View image in PDF format
02/15/2019 -- ANNUAL REPORT	View image in PDF format
03/16/2018 -- ANNUAL REPORT	View image in PDF format
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02/27/2009 -- ANNUAL REPORT	View image in PDF format
03/03/2008 -- ANNUAL REPORT	View image in PDF format
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01/18/2005 -- ANNUAL REPORT	View image in PDF format
02/16/2004 -- ANNUAL REPORT	View image in PDF format
04/25/2003 -- ANNUAL REPORT	View image in PDF format
01/28/2002 -- ANNUAL REPORT	View image in PDF format
05/31/2001 -- Florida Limited Liabilities	View image in PDF format

CFN 2011R0455469
OR Bk 27752 Pgs 3058 - 3073 (16pgs)
RECORDED 07/12/2011 11:22:38
MTG DOC TAX 5,950.00
INTANG TAX 3,400.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:

Bertram A. Sapurstein, Esq.
SAPURSTEIN & BLOCH, P.A.
9700 S. Dixie Highway Suite #1000
Miami, FL 33156
305-670-9500
File Number: 95832.00590

[Space Above This Line For Recording]

MORTGAGE DEED AND SECURITY AGREEMENT

THIS REAL ESTATE MORTGAGE DEED AND SECURITY AGREEMENT executed the 7th day of July, 2011, by MADRUGA INVESTMENTS LLC, a Florida limited liability company, hereinafter called the "MORTGAGOR", to FIRST NATIONAL BANK OF SOUTH MIAMI, a National Banking Association, hereinafter called the "MORTGAGEE". (Wherever used herein, the terms "Mortgagor" and "Mortgagee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations.)

A. MORTGAGOR is indebted to MORTGAGEE in the aggregate sum of One Million Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00), as evidenced by a certain Commercial Promissory Note dated July 7, 2011, executed by MORTGAGOR, and payable to the order of MORTGAGEE, which Note bears interest at the rate provided therein, said interest and principal being payable in the manner set forth in the Commercial Promissory Note.

B. The parties hereto wish to secure payment of the Commercial Promissory Note, with interest, and to secure the performance of the hereinafter covenants, agreements and conditions by the execution of this Mortgage Deed and Security Agreement.

WITNESSETH:

That for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by MORTGAGOR, and to induce MORTGAGEE to make loans or advances to MORTGAGOR in the sum of One Million Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00), the said MORTGAGOR does grant, bargain, sell, alien, remise, release, convey and confirm unto the said MORTGAGEE, its successors, legal representatives or assigns in fee simple, all of the following lots, tracts, pieces and parcels of land, situated in Miami-Dade County, Florida, and more particularly described on **Exhibit "A"** attached hereto and made a part hereof ("hereinafter referred to as "Premises or Property").

TOGETHER WITH all the right, title and interest of the MORTGAGOR in and to any and all buildings, improvements and appurtenances now standing or at any time hereafter constructed or placed on said lands, or any part or parts thereof, including all partitions, screens, awnings, window shades, dynamos, motors, engines, elevators, call systems, fire

Mortgage - File No: 95832.00590

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apparatus, plumbing, ventilating, gas and electric light fixtures, machinery, appliances, apparatus, fittings and fixtures of every kind in any building now or hereafter erected on said premises; and the rents, issues and profits thereof;

TOGETHER WITH the personal property situated and located in said building or buildings on said above described real estate, and all other furnishings and equipment belonging to the MORTGAGOR, and/or used or employed, or to be used or employed in connection with any business owned, conducted, operated or controlled by said MORTGAGOR on said premises or any part thereof;

TOGETHER WITH all and singular the easements, hereditaments, rights of way, appendages and appurtenances to said real estate and property belonging or in anywise appertaining, and all the right, title and interest of the MORTGAGOR in and to any and all streets, ways, alleys, strips or gores of land adjoining said land or any part thereof;

TOGETHER WITH all and singular the reversion or reversions, remainder or remainders and property, and every part and parcel thereof; and also all the estate, right, title, interest, dower and right of dower, property, possession, claim and demand whatsoever, both at law and in equity of said MORTGAGOR, of, in and to the said real and personal property, and every part and parcel thereof, with appurtenances;

AND ALSO the MORTGAGOR:

As further security for the repayment of the Loan, MORTGAGOR hereby assigns and transfers to MORTGAGEE all rents, income, issues and profits of the Premises and all right, title and interest of MORTGAGOR in and under all leases and tenancies and occupancy agreements of any nature whatsoever (and any extensions and renewals thereof) now or hereafter affecting the Premises ("Leases"). MORTGAGOR hereby empowers MORTGAGEE, its agents or attorneys, to demand, collect, sue for, receive, settle, compromise and give acquittances for all of the rents that may become due under the Leases and to avail itself of and pursue all remedies for the enforcement of the leases and MORTGAGOR'S rights thereunder that MORTGAGOR could have pursued but for this assignment. MORTGAGEE is hereby vested with full power and authority to use all measures, legal and equitable, deemed necessary or proper by MORTGAGEE to enforce this assignment, to collect the rents so assigned, and/or cure any default and perform any covenant of MORTGAGOR as the landlord under any Leases, including without limitation the right to enter upon all or any part of the Premises and to take possession thereof to the extent necessary to exercise such powers. MORTGAGEE shall have the right (but not the obligation) to advance any sums necessary to exercise such powers, which sums shall bear interest at the highest rate allowed by law and shall be paid on demand. MORTGAGOR hereby empowers MORTGAGEE to use and apply all such rents and other income of the Premises to the payment of the Loan and all interest thereof and any other indebtedness or liability of MORTGAGOR to MORTGAGEE, and to the payment of the costs of managing and operating the Premises, including without limitation: (i) taxes, special assessments, insurance premiums, damage claims, and the costs of maintaining, repairing, rebuilding, restoring and making rentable any or all of the Premises; (ii) all sums advanced by MORTGAGEE (with interest thereon) for the payment of such costs or for any other reason permitted by this Mortgage Deed and Security Agreement or any other

Loan Document; and (iii) all costs, expenses and attorney's fees incurred by MORTGAGEE in connection with the enforcement of this Mortgage Deed and Security Agreement and/or and Lease; all in such order of priority as MORTGAGEE may deem appropriate in its sole discretion.

MORTGAGEE shall not be obliged to press any of the rights or claims of MORTGAGOR assigned hereby, nor to perform or carry out any of the obligations of the landlord under any Lease, and MORTGAGEE assumes no duty or liability whatsoever in connection with or arising from or growing out of the covenants of MORTGAGOR in any Lease. This Mortgage Deed and Security Agreement shall not operate to make MORTGAGEE responsible for the control, care, management or repair of all or any part of the Premises, nor shall it operate to make MORTGAGEE liable for (i) the performance or carrying out of any of the terms or conditions of any lease, (ii) any waste of the Premises by any tenant or any other person, (iii) any dangerous or defective condition of the Premises, nor (iv) any negligence in the management, upkeep, repair or control of all or any part of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger. MORTGAGOR hereby indemnifies and holds MORTGAGEE harmless against any and all liability, loss, claim, damage, costs and attorney's fees whatsoever which MORTGAGEE may or might incur under any Lease or by reason of this assignment, and against any and all claims or demands whatsoever (and any related costs and attorney's fees) which may be asserted against MORTGAGEE by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any Lease. Nothing herein contained shall be construed as constituting MORTGAGEE a trustee or MORTGAGEE in possession.

MORTGAGOR shall promptly deliver to MORTGAGEE a true, correct and complete copy of each Lease as and when MORTGAGOR shall enter into the same, and MORTGAGOR shall procure and deliver to MORTGAGEE estoppel letters or certificates from each tenant, in form and substance satisfactory to MORTGAGEE, within thirty (30) days after MORTGAGEE'S request therefor. MORTGAGOR hereby represents and warrants to MORTGAGEE (and shall be deemed to have represented and warranted to MORTGAGEE upon and as of the date of delivering to MORTGAGEE a copy of each Lease), except as previously or concurrently disclosed to and approved by MORTGAGEE in writing; (i) that each such copy delivered (or to be delivered) to MORTGAGEE is true, correct and complete; (ii) that MORTGAGOR is the sole owner of the entire landlord's interest in each lease and has not previously assigned or pledged and Lease or any interest therein to any person other than MORTGAGEE; (iii) that all the Leases are in full force and effect and have not been altered, modified or amended in any manner whatsoever; (iv) that each tenant thereunder has accepted that tenant's respective premises and is paying rent on a current basis; (v) that no default exists on the part of such tenants or on the part of MORTGAGOR as landlord in their respective performances of the terms, covenants, provisions and agreements contained in the Leases; (vi) that no rent has been paid by any of the tenants for more that two (2) months in advance; (vii) that MORTGAGOR is not indebted to any tenant in any manner whatsoever so as to give rise to any right of set-off against or reduction of the rents payable under any Lease; and (viii) that no payments of rents to accrue under any Lease has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by MORTGAGOR directly or indirectly, whether by assuming any tenant's obligations with respect to other

premises or otherwise.

MORTGAGOR covenants and agrees with MORTGAGEE: (i) that each Lease shall remain in full force and effect irrespective of any merger of the interest of the landlord and tenant thereunder; (ii) that without the prior written consent of MORTGAGEE, which it may grant or withhold in its sole discretion, MORTGAGOR shall not terminate, modify or amend any Lease or any guaranty thereof, nor grant any concessions in connection therewith (whether orally or in writing) nor accept any surrender or cancellation thereof, and that any attempted termination, modification, amendment, concession, surrender or cancellation without such written consent shall be null and void; (iii) that MORTGAGOR shall not collect more than two (2) months' rent, income and/or profits arising or accruing under any Lease in advance of the due date for the same, nor discount any future accruing rents, nor suffer or permit to arise in favor of any tenant any release of liability or any right to withhold payment of rent, nor take any action or permit any omission or exercise any right of election which would in any way impair the value of any Lease or diminish any tenant's liability thereunder or have the effect of terminating or shortening the stated term of any Lease; (iv) that MORTGAGOR shall perform all of MORTGAGOR'S covenants and agreements as landlord under each Lease and shall promptly send MORTGAGEE copies of any notice of alleged default on the part of MORTGAGOR as landlord received from any tenant thereunder; (v) that if requested by MORTGAGEE, MORTGAGOR shall expeditiously and in good faith enforce the Leases and all remedies available to MORTGAGOR in case of default by the tenants thereunder; and (vi) that MORTGAGOR shall not execute any other assignment or pledge of any Lease or any interest therein or any of the rents thereunder, nor consent to any tenant's assignment of any Lease or any subletting thereunder, nor request, accept, consent to or agree to any subordination of any Lease to any mortgage other than this Mortgage Deed and Security Agreement now or hereafter affecting the Premises.

Although MORTGAGOR and MORTGAGEE intend that this instrument shall be a present assignment, it is expressly understood and agreed that so long as no default shall exist under the Note, this Mortgage Deed and Security Agreement or any other Loan Document, MORTGAGOR may collect assigned rents and profits for not more than two (2) months in advance of the accrual thereof, but upon the occurrence of any such default, or at any time during its continuance, all rights of MORTGAGOR to collect or receive rents or profits shall wholly terminate upon notice from MORTGAGEE. The tenants under all the Leases are hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by MORTGAGEE for the payment to MORTGAGEE of any rental or other sums which may be or thereafter become due under the Leases, or for the performance of any of the tenants' undertakings under the Leases, and none of them shall have any right or duty to inquire as to whether any default hereunder or under the Note or any Loan Document shall have actually occurred or is then existing.

TO HAVE AND TO HOLD all the singular the above described real and personal property, and the rents, issues and profits thereof, unto the said MORTGAGEE, its successors, legal representatives and assigns, in fee simple and forever.

AND THE SAID MORTGAGOR, for itself, its heirs, legal representatives and assigns, does covenant with the said MORTGAGEE, its successors, legal representatives and assigns,

that said MORTGAGOR is indefeasibly seized of said land in fee simple, that the said MORTGAGOR has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for said MORTGAGEE, its successors, legal representatives and assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all encumbrances, except as set forth on Exhibit "B"; that said MORTGAGOR, its heirs, successors, legal representatives and assigns will make such further assurance to perfect the fee simple title to said land in said MORTGAGEE, its successors, legal representatives and assigns as may be reasonably required; and that said MORTGAGOR does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if MORTGAGOR shall pay unto the said MORTGAGEE all obligations due MORTGAGEE, and if MORTGAGOR shall faithfully perform each and every obligation provided for in any Note or other evidence of indebtedness, now or hereafter executed by MORTGAGOR in favor of MORTGAGEE, and any renewals, modifications or extensions thereof, and if MORTGAGOR shall repay any and all obligations now due or to become due to MORTGAGEE, regardless of however or whenever created, and if MORTGAGOR shall fully and completely perform all covenants, stipulations and agreements contained herein, then this Mortgage Deed and Security Agreement and the estate hereby created shall cease and be null and void.

In the event MORTGAGOR shall fail to pay unto MORTGAGEE all obligations due under any Note or other evidence of indebtedness executed by MORTGAGOR with or to MORTGAGEE, or any renewals, extensions or modifications thereof, or if MORTGAGOR shall fail to faithfully perform each and every obligation provided for in any Note or other evidence of indebtedness and any renewals, modifications or extensions thereof, and if MORTGAGOR shall fail to pay any and all obligations now due or to become due to MORTGAGEE, regardless of however or whenever created, then the amount due hereunder shall be equivalent to any balance in default by MORTGAGOR to the MORTGAGEE, together with interest, court costs and reasonable attorney's fees, including attorney's fees incurred in any appellate proceedings.

If any sums due from MORTGAGOR be not promptly paid by MORTGAGOR when same becomes due, or if each and every one of the terms, stipulations, conditions and covenants of this Mortgage Deed and Security Agreement are not full performed, complied with and abided by, then the entire principal balance owing by MORTGAGOR shall forthwith or thereafter, at the option of the MORTGAGEE, become due and payable, together with interest (not including unearned interest) at the maximum rate permissible under the Laws of the State of Florida and the United States of America; anything herein to the contrary notwithstanding; and MORTGAGEE may foreclose this Mortgage Deed and Security Agreement in accordance with procedures established by law, and have the property sold to satisfy or apply on the indebtedness hereby secured. Failure by the MORTGAGEE to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under this Mortgage Deed and Security Agreement accrued or thereafter accrued.

AND the said MORTGAGOR, for itself and its heirs, successors, legal representatives and assigns, hereby covenants and agrees:

1. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property, and if the same be not promptly paid the said MORTGAGEE, its successors, legal representatives or assigns, may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof, at the maximum lawful rate permissible under the Laws of the State of Florida and the United States of America.

2. To deliver to the MORTGAGEE, on or before the first day of March of each year, tax receipts evidencing the payment of all lawfully imposed taxes upon the mortgaged property for the preceding calendar year; and to deliver to the MORTGAGEE receipts evidencing the payment of all liens for public improvements within thirty (30) days after the same shall become due and payable.

3. To pay all and singular the costs, charges and expenses, including attorney's fees and court costs reasonably incurred or paid at any time by said MORTGAGEE, its successors, legal representatives or assigns, because of the failure on the part of the said MORTGAGOR, its heirs, successors, legal representatives and assigns, to perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of this Mortgage Deed and Security Agreement, and every such payment shall bear interest from the date thereof at the maximum lawful rate permissible under the Laws of the State of Florida and the United States of America.

4. To keep the buildings now or hereafter on said land insured in a sum not less than the HIGHEST INSURABLE VALUE, in a company or companies to be approved by said MORTGAGEE, and the policy or policies held by and payable to said MORTGAGEE, its successors, legal representatives or assigns, and in the event any sum of money becomes payable under such policy or policies, the MORTGAGEE, its successors, legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the MORTGAGOR to receive and use it or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Mortgage Deed and Security Agreement, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date of payment at the maximum lawful rate permissible under the Laws of the State of Florida and the United States of America. MORTGAGOR shall be deemed to have complied with the requirements of this Paragraph provided that BANK OF AMERICA, N.A., as Tenant of the Mortgaged Premises, maintains insurance as required by the Lease between BANK OF AMERICA, N.A., as Tenant and MORTGAGOR, as Landlord. BANK OF AMERICA, N.A. may elect to rebuild the premises in the event of any damage provided said repairs are made pursuant to the terms of the Lease of the Mortgaged premises.

5. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.

6. To perform, comply with and abide by each and every stipulations, agreements, conditions and covenants in this Mortgage Deed and Security Agreement set forth.

7. To perform and fulfill promptly all covenants contained in superior encumbrances on any and all of the mortgaged property. If MORTGAGOR shall fail to do so, MORTGAGEE may, at its election, perform or fulfill such covenant, without waiving or affecting the option to foreclose or any other right hereunder, and the cost thereof, together with interest from the date of payment at the maximum lawful rate permissible under the Laws of the State of Florida and the United States of America shall be secured hereby.

8. This Mortgage Deed and Security Agreement shall secure not only the existing indebtedness of MORTGAGOR but also such future advances, whether such advances or obligations are to be made at the option of the MORTGAGEE, or otherwise as are made within twenty (20) years from the date hereof to the same extent as if such future advances to MORTGAGOR were made on the date of the execution of this Mortgage Deed and Security Agreement, and although there may be no advances at the time of the execution of this Mortgage Deed and Security Agreement, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness that is secured hereunder may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of \$_____, (or if left blank, twice the original principal sum secured hereby) plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the property covered by this Mortgage Deed and Security Agreement with interest on such disbursements, and attorney's fees, court costs and expenses. Nothing herein contained shall be deemed an obligation on the part of MORTGAGEE to make any future advances.

9. If any action or proceeding shall be commenced by any person other than MORTGAGEE with respect to the property encumbered hereby to which action or proceeding MORTGAGEE is made a party, or in which it shall become necessary to defend or uphold the lien hereof, all sums paid by MORTGAGEE for the expense of any litigation to prosecute, or defend, the rights and liens created hereby (including reasonable attorney fees) shall be paid by MORTGAGOR, together with interest thereon at the maximum lawful rate permissible under the Laws of the State of Florida and the United States of America; and any such sum and the interest thereon shall be a claim upon the mortgaged property, and shall be deemed to be secured hereby. The sums so paid or incurred by MORTGAGEE shall be paid by MORTGAGOR to the MORTGAGEE within thirty (30) days, and the failure or omission of MORTGAGOR to do so shall entitle MORTGAGEE either to add such sums to the principal indebtedness of this Mortgage Deed and Security Agreement and the Note, notes or obligations it secures, or at its option to declare all indebtedness secured hereby to be in default, thereupon maturing all of the unpaid indebtedness, including the sums advanced hereunder, or both.

10. That in the event that MORTGAGOR shall (a) consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of MORTGAGOR'S assets; or (b) be adjudicated a bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due or generally fails to pay its debts as they mature; or (c) make a general assignment for the benefit of creditors; or (d) file a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law; or (e) file an answer admitting the material allegations of a petition filed against the MORTGAGOR in any bankruptcy, reorganization or insolvency proceeding; or (f) action

shall be taken by the MORTGAGOR for the purpose of effecting any of the foregoing; or (g) any order, judgment or decree shall be entered upon an application of a creditor of MORTGAGOR by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of the MORTGAGOR'S assets and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days, the MORTGAGEE may declare the Promissory Note hereby secured forthwith due and payable, whereupon the principal of and the interest accrued on the Note and all other sums hereby secured shall become forthwith due and payable as if all of the said sums of money were originally stipulated to be paid on such day; and thereupon the MORTGAGEE without notice or demand may prosecute a suit at law and/or in equity as if all monies secured hereby had matured prior to its institution.

11. No waiver by the MORTGAGEE of any default shall operate as a waiver of any other default or of the same default on a future occasion. No delay or omission on the part of the MORTGAGEE in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the MORTGAGEE of any right or remedy shall preclude any other or future exercise thereof or the exercise of any other right or remedy. The MORTGAGEE may, at any time, without notice to or consent of any person, grant to MORTGAGOR, or to any other person primarily or secondarily liable for all or any part of the obligations secured hereby, any modification of any kind or nature whatsoever, or allow any release or releases, change or changes, substitution or substitutions of any of the property described in this Mortgage Deed and Security Agreement or any other collateral which may be held by the MORTGAGEE, without in any manner affecting the liability of the MORTGAGOR or any endorsers or guarantors of the indebtedness hereby secured, or any other person for the payment of such indebtedness, for the full amount of the indebtedness, together with interest and any other sums which may be due and payable to MORTGAGEE, and also without in any manner affecting or impairing the lien of this Mortgage Deed and Security Agreement upon the remainder of the property and other collateral which is not changed or substituted, and MORTGAGEE may at any time, without notice to any person, release any portion of the property described in this Mortgage Deed and Security Agreement or any other collateral, or any portion of any other collateral which may be held as security for the payment of the indebtedness hereby secured, either with or without any consideration for such release or releases, without in any manner affecting the liability of the MORTGAGOR, endorsers, guarantors and any and all other persons who are or may be primarily or secondarily liable for any or all of the obligations secured hereby, and without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this Mortgage Deed and Security Agreement for the full amount of the indebtedness remaining unpaid, together with all interest and advances which shall become payable, upon the entire remainder of the mortgaged property which is unreleased, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by MORTGAGEE. The provisions of this Mortgage Deed and Security Agreement are cumulative and in addition to the provisions of any note, guaranty or other instrument now or hereafter secured hereby, and MORTGAGEE shall have all of the benefits, rights and remedies of and under any note, guaranty, or other instrument secured hereby. Except to the extent of any express provision hereof or modification or change to the contrary, in writing, signed by MORTGAGEE, all such covenants and agreements shall survive the execution delivery and recording hereof, and of any and all further instruments executed pursuant hereto.

12. MORTGAGOR will execute and deliver promptly to MORTGAGEE, on demand at any time or times hereafter, any and all further instruments reasonably required by MORTGAGEE to carry out the provisions of this Mortgage Deed and Security Agreement. MORTGAGOR will, without limitation upon the generality of the foregoing, at any and all times at its expense, execute, acknowledge, deliver, file and/or record, refile and/or re-record, all and every such further acts, deeds, powers of attorney, assignment of accounts, conveyances, mortgages, security instruments, documents, financing statements, mortgage modifications, amendments and addenda, transfers, assurances in law, and deposit with MORTGAGEE any certificates of title issuable with respect to any property and notation thereof of the security interest hereunder, as MORTGAGEE shall reasonably require for the better assuring, conveying, pledging, transferring, mortgaging, assigning, and confirming unto MORTGAGEE all and singular the hereditaments and premises, estates and property hereby, or by subsequent or collateral instruments, conveyed, pledged, transferred or assigned, or intended to be, and for perfecting the security interest of MORTGAGEE in the mortgaged property and other items of security and collateral now or hereafter held by MORTGAGEE, pursuant to this Mortgage Deed and Security Agreement, and pay any and all requisite stamp taxes, recording charges, filing fees, intangible taxes and other taxes legally due and required thereon.

13. If all or any part of the mortgaged property shall be damaged or taken through condemnation (which term when used in this Mortgage Deed and Security Agreement shall include any damage or taking by any governmental authority, and any transfer by private sale in lieu thereof), either temporarily or permanently the entire indebtedness secured hereby shall at the option of the MORTGAGEE, become immediately due and payable. The MORTGAGEE shall be entitled to all compensation awards, and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the MORTGAGOR'S name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the MORTGAGOR to the MORTGAGEE who, after deducting therefrom all its expenses, including attorney's fees, may release any moneys so received by it without affecting the lien of this Mortgage Deed and Security Agreement or may apply the same in such manner as the MORTGAGEE shall determine, to the reduction of the sums secured hereby, and to any prepayment charge herein provided, and the balance of such moneys then remaining shall be paid to the MORTGAGOR. The MORTGAGOR agrees to execute such further assignments of any compensation awards, damages, claims, rights of action and proceeds as the MORTGAGEE may require.

14. This Mortgage Deed and Security Agreement shall be governed by and construed in accordance with the Laws of the State of Florida. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof. It is not the intention of the parties hereto to make any agreement which shall be violative of the laws relating to usury. In the event any provision hereof or any of the existing or any further loans and security instruments and agreements between the parties may be construed to require the payment of interest on money borrowed at a rate in excess of the maximum lawful rate of

interest, any such excess shall be and is hereby waived.

15. If required by MORTGAGEE, in the event that taxes have not been timely paid, the said MORTGAGOR will pay unto the MORTGAGEE, on the 7th day of each and every consecutive month, a sum equal to one-twelfth (1/12th) of the annual amount necessary to pay all taxes and assessments against the said mortgaged premises, said monthly sum to be estimated solely by MORTGAGEE and calculated to be an amount not less than the amount of taxes assessed against said mortgaged premises for the previous year, and if further required by MORTGAGEE to pay all insurance premiums in manner and form as provided herein for the payment of taxes and assessments.

16. If any time, in the opinion of the MORTGAGEE, a receivership may be necessary to protect the mortgaged property or its rents, income, issues, profits, or revenues, whether before or after maturity of the indebtedness hereby secured, or at the time of or after the institution of suit to collect such indebtedness, or to enforce this Mortgage Deed and Security Agreement, the MORTGAGEE shall, as a matter of strict right, and regardless of the value of the mortgage security for the amounts due hereunder or secured hereby, or of the solvency of any party bound for the payment of such indebtedness, have the right to the appointment, on ex parte application, and without notice to anyone, by any court having jurisdiction, of a Receiver to take charge of, manage, preserve, protect and operate said property, to collect the rents, issues, profits, income and revenues thereof, to make all necessary or needful repairs, and to pay all taxes and assessments against said property and insurance premiums for insurance thereof, and all other necessary or required expenses and after the payment of the expenses of the receivership and management of the property, to apply the net proceeds in reduction of the indebtedness hereby secured, or in such manner as the court shall direct. Such receivership shall, at the option of the MORTGAGEE, continue until full payment of all sums hereby secured, or until title to said property shall have passed by sale under this Mortgage Deed and Security Agreement.

17. This Mortgage Deed and Security Agreement secures payment and performance of all obligations of MORTGAGOR to MORTGAGEE, however or whenever created, including the Promissory Note executed by MORTGAGOR to MORTGAGEE. Any default, beyond any applicable grace period, in any of the terms and provisions of any Note or Loan Agreement shall constitute a default in this Mortgage Deed and Security Agreement, and entitle MORTGAGEE to all the rights and remedies provided herein.

18. Any notice, demand or communication required or permitted to be given hereunder shall be in writing, and shall be sufficiently given if delivered or sent by Registered or Certified Mail (and Air Mail, if the distance is in excess of 300 miles), Return Receipt Requested, postage prepaid, addressed as follows:

IF TO MORTGAGOR: MADRUGA INVESTMENTS LLC
 Attn: JOSEPH A. SANZ, Operating Manager
 9155 S. Dadeland Blvd, #1700
 Miami, FL 33156

IF TO MORTGAGEE: FIRST NATIONAL BANK OF SOUTH MIAMI
JORDAN PERLMUTTER, Senior Vice President
5750 Sunset Drive
Miami, Florida 33143

19. This Mortgage Deed and Security Agreement is executed primarily to secure the payment of the indebtedness of MORTGAGOR referred to herein. It is therefore agreed that notwithstanding the status of the Note which this Mortgage secures, and even if such Note be paid in full and the indebtedness satisfied, this Mortgage Deed and Security Agreement will not be satisfied of record and will remain a lien against the encumbered property for as long as MORTGAGOR is indebted to MORTGAGEE on any obligation, it being the intention of MORTGAGOR that this Mortgage Deed and Security Agreement be and continue as additional security and collateral to secure any and all indebtedness owed by it to MORTGAGEE.

20. Any personal property and fixtures, now owned or hereafter acquired by MORTGAGOR, including but not limited to furniture, furnishings, appliances, equipment, office equipment and machinery, now or hereafter located on the real property encumbered by this Mortgage, shall be referred to as "COLLATERAL". This Mortgage shall be construed as a Security Agreement under the provisions of the Uniform Commercial Code, with a security interest in all COLLATERAL, now or hereafter acquired by MORTGAGOR, together with the proceeds thereof, and entitled to all rights and remedies of a Secured Party in the event of MORTGAGOR'S default.

21. This Mortgage Deed and Security Agreement is a "security agreement" and creates a "security interest" in favor of MORTGAGEE as a "secured party" with respect to all property included in the Premises which is covered by the Uniform Commercial Code. Upon default under the Note, this Mortgage Deed and Security Agreement or any other Loan Document, MORTGAGEE may at its option pursue any and all rights and remedies available to a secured party with respect to any portion of the Premises so covered by the Uniform Commercial Code, or MORTGAGEE may its option proceed as to all or any part of the Premises in accordance with MORTGAGEE'S rights and remedies in respect of real property. MORTGAGOR and MORTGAGEE agree that the mention of any portion of the Premises in a financing statement filed in the records normally pertaining to personal property shall never derogate from or impair in any way their declared intention that all items of collateral described in this Mortgage Deed and Security Agreement are part of the real estate encumbered hereby to the fullest extent permitted by law, regardless of whether any such item is physically attached to the improvements or whether serial numbers are used for the better identification of certain items of Equipment. Specifically, the mention in any such financing statement of (a) the rights in or the proceeds of any insurance policy, (b) any award in eminent domain proceedings for a taking or for loss of value, (c) Mortgagor's interest as lessor in any present or future lease or right to income growing out of the use or occupancy of the Property or improvements thereto, whether pursuant to lease or otherwise, or (d) any other item included in the definition of the Premises, shall never be construed to alter any of the rights of MORTGAGEE as determined by this Mortgage Deed and Security Agreement or to impugn the priority of MORTGAGEE'S lien and security interest with respect to the Premises; such mention in a financing statement is declared to be for the protection of MORTGAGEE in the

event any court shall hold that notice of MORTGAGEE'S priority of interest with respect to any such portion of the Premises must be filed in the Uniform Commercial Code records in order to be effective against or to take priority over any particular class of persons, including but not limited to the federal government any subdivision or instrumentality of the federal government. This Mortgage Deed and Security Agreement or a carbon, photographic copy or other reproduction hereof or of any financing statement shall be sufficient as a financing statement.

22. If all or any part of the property or any interest therein is sold or transferred without the MORTGAGEE'S prior written consent, MORTGAGEE, at its option may, declare all sums secured by the Mortgage to be immediately due and payable. The MORTGAGOR further agrees that during the term of the Loan secured hereby and any extension thereto, there shall be no other financing of the property and the property should not be subject to any lien other than contemplated by this instrument, except with the express written consent of the MORTGAGEE. In the event such consent is given, any and all such financing and liens shall be absolutely and unconditionally subordinated to the lien of this Mortgage.

23. MORTGAGOR shall keep and maintain the Mortgaged Property in compliance with, and shall not cause or permit the Mortgaged Property to be in violation of, any federal, state or local laws, ordinances or regulations including, without limitation, those relating to zoning, building, occupational safety and health, industrial hygiene or to the environmental conditions on, under or about the Mortgaged Property, including, but not limited to soil and ground water conditions. MORTGAGOR shall not use, generate, manufacture, store or dispose of, on, under or about the Mortgaged Property or transport to or from the Mortgaged Property any flammable explosives, radioactive materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", and "toxic substances" under any applicable federal or state laws or regulations (collectively, the "Hazardous Materials").

MORTGAGEE, at its sole option and at MORTGAGOR'S expense may obtain at any time and from time to time so long as any obligation hereunder remains unsatisfied, an environmental assessment for audit from a reputable environmental engineer of MORTGAGEE'S choice for the purpose of determining whether the Mortgaged Property has been or presently is being used for the handling, storage, transportation, or disposal of any Hazardous Materials and/or to determine the existence of any contamination on the Mortgaged Property or violation of any environmental law at the Mortgaged Property, whether caused offsite or onsite, and, whether caused by MORTGAGOR or a third party. Said environmental assessment or audit shall include a study of the existing surface and subsurface conditions of the Property and an analysis of the soil, including sufficient test borings to determine whether any contamination exists. MORTGAGOR hereby grants to MORTGAGEE, its agents and contractors, an irrevocable license to enter upon the Mortgaged Property for the purpose of conducting any environmental testing desired by MORTGAGEE, which license shall remain in place until this Mortgage has been satisfied of record. In the event MORTGAGEE requests such a report and said report indicates such handling, storage, transportation, or disposal of any Hazardous Materials, or the existence of any contamination on the Mortgaged Property or violation of any environmental law in connection with the Mortgaged Property, the same shall be and constitute, at the option of MORTGAGEE, an Event of Default hereunder. MORTGAGEE may require that all violations of law with respect

to same be corrected and that MORTGAGOR obtain all necessary environmental permits before MORTGAGEE shall fund any initial or subsequent advance under the Note, at MORTGAGEE'S sole option.

MORTGAGOR shall immediately advise MORTGAGEE in writing of (a) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, complete or threatened pursuant to any applicable federal, state and local laws, ordinances or regulations relating to any Hazardous Materials affecting the Property (the "Hazardous Materials Laws"); (b) all claims made or threatened by any third party against MORTGAGOR or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in subsections (a) and (b) above are collectively referred to herein as the "Hazardous Materials Claims"); and (c) MORTGAGOR'S discovery of any occurrence or condition on any immovable (real) property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Laws.

MORTGAGEE shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees and paralegal charges and all costs incurred in connection with such proceedings paid by MORTGAGOR. MORTGAGOR shall be solely responsible for, and shall indemnify and hold MORTGAGEE, its directors, officers, employees, agents, successors and assigns harmless from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under or about the Property, including, without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property, and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by MORTGAGEE in connection with subsections (a) and (b), including but not limited to reasonable attorneys' fees and paralegal charges.

Without MORTGAGEE'S prior written consent, which shall not be unreasonably withheld, MORTGAGOR shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Property nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement consent or compromise might in MORTGAGEE'S reasonable judgment, impair the value of MORTGAGEE'S security hereunder; provided, however, that MORTGAGEE'S prior consent shall not be necessary in the event that the presence of Hazardous Materials on, or under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not possible to obtain MORTGAGEE'S consent before taking such action, provided; that in such event MORTGAGOR shall notify MORTGAGEE who agrees not to withhold its consent, where such consent is required hereunder, if either (a) a particular remedial action is ordered by a court of competent jurisdiction, or (b) MORTGAGOR establishes to the reasonable satisfaction of MORTGAGEE that there is no reasonable alternative to such remedial action which would result in less

impairment of MORTGAGEE'S security hereunder.

MORTGAGOR hereby agrees to indemnify MORTGAGEE and hold MORTGAGEE, its directors, officers, employees, agents, successors and assigns harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, attorneys' fees, paralegal charges and expenses), arising directly or indirectly, in whole or in part, out of (a) any Hazardous Materials Claims or (b) the presence on or under the Property of any Hazardous Materials, or any releases or discharges of any Hazardous Materials on, under or from the Property, or (c) any activity carried on or undertaken on or off the Property, whether prior to or during the term of the mortgage, and whether by MORTGAGOR or any predecessor-in-title or any employees, agents, contractors or subcontractors of MORTGAGOR or any predecessor-in-title, or any third persons at any time occupying or present on the Property, in connection with the handling, treatment, removal, storage, decontamination, clean-up, transport or disposal of any Hazardous Materials at any time located or present on or under the Property. The foregoing indemnity shall further apply to any residual contamination on or under the Property, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use handling, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances.

MORTGAGOR agrees at all times to comply fully and in a timely manner, with, and to cause all tenants, employees, agents, contractors and subcontractors of MORTGAGOR and any other persons occupying or present on the Property to so comply with, all applicable federal, state and local laws, regulations, guidelines, codes and ordinances applicable to the use, generation, handling, storage, treatment, transport and disposal of any Hazardous Materials now or hereafter located or present on or under the Property, and MORTGAGOR agrees to indemnify and hold MORTGAGEE, its directors, officers, employees, agents, successors and assigns, harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to reasonable attorneys' fees, paralegal charges and expenses), arising directly or indirectly, in whole or in part, from any failure of MORTGAGOR, its tenants, employees, agents, contractors, subcontractors or other such persons, to comply with any such laws, regulations, guidelines, codes or ordinances.

The obligations of MORTGAGOR to indemnify and hold MORTGAGEE harmless under this section shall survive any foreclosure of this Mortgage or any transfer of the Property whatsoever and repayment of the loan(s) secured by this Mortgage.

THE MORTGAGEE AND THE MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE AND ANY AGREEMENT, DOCUMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE ENTERING INTO THE LOAN EVIDENCED BY THIS MORTGAGE.

IN WITNESS WHEREOF, the MORTGAGOR has hereunto executed these presents the day and year first above written.

Witnessed By:

MORTGAGOR:

MADRUGA INVESTMENTS LLC, a Florida
limited liability company

Witness Name: BOB SAPORTIN

By: JOSEPH A. SANZ, Operating Manager

Witness Name: NORMAN J. BUHRMASTER

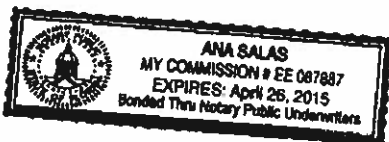
(Corporate Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 7th day of July, 2011 by JOSEPH A. SANZ, Operating Manager of MADRUGA INVESTMENTS LLC, a Florida limited liability company, on behalf of the company. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]

Notary Public



Printed
Name: ANA SALAS

My Commission
Expires: 4/26/15

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 10 through 17, Block 198, Second Revised Plat Of Coral Gables Riviera Section Part 14, according to the Plat thereof as recorded in Plat Book 28, Page(s) 32, Public Records of Miami-Dade County, Florida.

[Home](#) > [Resources](#) > [Data Tools](#) > [BankFind Suite](#) > Find Institutions by Name & Location[Help](#) ?[< BankFind Suite Home](#)[Back to Search Results](#)

The First National Bank of South Miami



Institution Details

Data as of 09/16/2021

**FDIC Insured**
Since 04/03/1952**FDIC Cert #**
17093**Established**
04/03/1952**Bank Charter Class**
National Banks, member of the
Federal Reserve Systems (FRS)**Primary Federal Regulator**
Comptroller of the Currency**Main Office Address**
5750 Sunset Drive
South Miami, FL 33143**Primary Website**
www.fnbsm.com**Locations**
4 domestic locations: 1 state and 0
territories.
0 in foreign locations.**Financial Information**
[Create financial reports for this
institution](#)**Consumer Assistance**
HelpWithMyBank.gov**Contact the FDIC**
[The First National Bank of South
Miami](#)

Get additional detailed information by selecting from the following:

[Locations](#)[History](#)[Institution Profile](#)[Other Names](#)

4 Branch Offices

[Hide](#) ^

Results

25 ▼



1



Page #

Go

UNINUM	Branch Number	Name	Address	City	County	State	Service Type
11143	Main Office	The First National Bank Of South Miami	5750 Sunset Drive South Miami, FL 33143	South Miami	Miami-Dade	FL	Full Service - Brick And Mortar
521492	3	Fnbasm The Falls Branch	8941 Sw 136 St Miami, FL 33176	Miami	Miami-Dade	FL	Full Service - Brick And Mortar
530759	5	Coral Gables Branch	3399 Ponce De Leon Boulevard Coral Gables, FL 33134	Coral Gables	Miami-Dade	FL	Full Service - Brick And Mortar
587052	7	Doral Branch	1950 Nw 87th Avenue Doral, FL 33172	Doral	Miami-Dade	FL	Full Service - Brick And Mortar

O'Donnell, Naccarato, Mignogna & Jackson, Inc.

June 21, 2021

RC-21-07-7660**Ms. Joanne Burris**

Associated Construction and Development, Inc.

P.O. Box 3443

N. Ft. Myers, FL 33918

RE: Bank of America
1500 South Dixie Highway
Coral Gables, FL
Project No.: 282.008

SUBJECT: STRUCTURAL CONDITION ASSESSMENT / 40-YEAR CERTIFICATION

Pursuant to your request, we performed a visual site on May 7, 2021 for three-story commercial building located at the address above.

Please find the Miami-Dade County "Minimum Inspection Procedural Guidelines for Building's Structural Recertification" within this report, accompanied by photographs (Exhibits) taken during the aforementioned visual site visit.

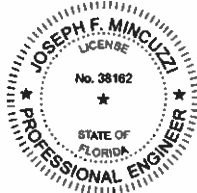
Based on our completed investigation and repairs that were completed on May 7, 2021, we recommend that the building outstanding issue be address per enclosed document before recertification of the above property. The owner is aware of the outstanding issues and will address them.

If you have any questions or concerns, do not hesitate to contact our office.

O'DONNELL, NACCARATO, MIGNOGNA & JACKSON, INC.

Joseph F. Mincuzzi

Digitally signed by Joseph F. Mincuzzi
DN:
c=US, o=ONMJ, ou=ONMJ, cn=Joseph F. Mincuzzi, email=jm@onmj.net, c=US
Date: 2021.06.21 15:57:01 -0400



This item has been electronically signed and sealed by Joseph F. Mincuzzi using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Joseph F. Mincuzzi, P.E.
Vice President
STATE OF FLORIDA
Registered Professional Engineer No. 38162
Registered Professional Special Inspector No. 0952

Jairo Segura
Building Inspector



REGULATORY AND ECONOMIC RESOURCES
DEPARTMENT

MINIMUM INSPECTION PROCEDURAL GUIDELINES
FOR BUILDING STRUCTURAL RECERTIFICATION

INSPECTION COMMENCED

Date: 05-07-2021

INSPECTION COMPLETED

Date: 05-07-2021

INSPECTION MADE BY: Jairo Segura, Joseph Mincuzzi

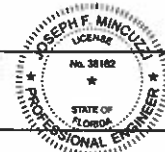
SIGNATURE: Joseph F Mincuzzi

Before using a copy of this document, the user must verify the digital signature and date. Please, copies of this document are not created and signed and sealed and the signature must be verified on any electronic copies.

PRINT NAME: Jairo Segura, Joseph Mincuzzi

TITLE:

ADDRESS: 1655 Palm Beach Lakes Blvd, WPB, FL 333401



This item has been electronically signed and sealed by Joseph F. Mincuzzi using a Digital Signature and date. Please, copies of this document are not created and signed and sealed and the signature must be verified on any electronic copies.

1. DESCRIPTION OF STRUCTURE

a. Name on Title: BANK OF AMERICA
b. Street Address: 1500 South Dixie Hwy, Coral Gables, Florida
c. Legal Description: CORAL GABLES RIVIERA SEC PT 14 2ND REV
d. Owner's Name: MADRUGA INVEST LLC BANK OF AMERICA NC1-001-03-81
e. Owner's Mailing Address: 101 N TRYON ST CHARLOTTE, NC 28255
f. Folio Number of Property on which Building is Located: 03-4130-009-0720
g. Building Code Occupancy Classification: 6400 COMMERCIAL - CENTRAL
h. Present Use: 2313 FINANCIAL INSTITUTION : OFFICE BUILDING
i. General Description: Three story building, slab on grade on ground floor, concrete slab supported on metal deck, steel joist (second, third and roof levels), I-Beams, concrete tie beams, concrete columns and masonry bearing walls. (See exhibits: 3 and 4). Exterior walls externally clad with stucco and paint and fixed aluminum windows. Flat roof central drained and west facade scupper.
Addition Comments: Third floor is unoccupied and no maintenance has been carried out for a long time, deterioration and humidity due to windows and roof water penetration were observed in several areas on this floor. The roof membrane is in poor condition, with blisters wriggling/ aligating and loss of gravel. No slope was observed to rainwater drains, it was observed ponding water in several areas,
Recommend a roof consultant to review the existing roof for repair and/or replacement. (See exhibits: 17 to 22)

j. Additions to original structure:

2. PRESENT CONDITION OF STRUCTURE
a. General alignment (Note: good, fair, poor, explain if significant) Good
1. Bulging Not observed
2. Settlement Not observed
3. Deflections Not observed
4. Expansion Not observed
5. Contraction Not observed
b. Portion showing distress (Note, beams, columns, structural walls, floor, roofs, other)
No portion of the structure was observed to be showing signs of distress
c. Surface conditions – describe general conditions of finishes, noting cracking, spalling, peeling, signs of moisture penetration and stains.
No spalling, no peeling were observed, but some cracking were observed and signs of moisture penetration/ stains were observed.
d. Cracks – note location in significant members. Identify crack size as HAIRLINE if barely discernible; FINE if less than 1 mm in width; MEDIUM if between 1 and 2 mm width; WIDE if over 2 mm.
Some hairline cracks were observed on the second floor beam at South stair. (See Exhibit: 7).

e. General extent of deterioration – cracking or spalling of concrete or masonry, oxidation of metals; rot or borer attack in wood.
Cracks were observed on the interior stuccoed masonry walls at South stair, first to third floors. (See exhibits: 8)
f. Previous patching or repairs Previous patching was observed on second floor South stair. (See exhibit: 9)
g. Nature of present loading indicate residential, commercial, other estimate magnitude.
Commercial use

3. INSPECTIONS
a. Date of notice of required inspection
b. Date(s) of actual inspection 05-07-2021
c. Name and qualifications of individual submitting report:
Jairo Segura EI, and Joseph Mincuzzi PE,
d. Description of laboratory or other formal testing, if required, rather than manual or visual procedures
N/A
e. Structural repair-note appropriate line:
1. None required
2. Required (describe and indicate acceptance)

4. SUPPORTING DATA
a. _____ sheet written data
b. 22 photographs exhibits photographs
c. _____ drawings or sketches

5. 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	Not visible	
e. Lintel	N/A	
f. Other type bond beams	Not visible	
g. Masonry finishes - exterior		
1. Stucco	Good	
2. Veneer	N/A	
3. Paint only	Good	
4. Other (describe)		
h. Masonry finishes - interior		
1. Vapor barrier	Not observed	
2. Furring and plaster	Good	
3. Paneling	N/A	
4. Paint only	N/A	
5. Other (describe)		
i. Cracks		
1. Location -- note beams, columns, other		
2. Description	Cracks were observed on the interior stuccoed masonry walls at South stair. (See exhibit: 8)	
j. Spalling		Not observed
1. Location -- note beams, columns, other		
2. Description		
k. Rebar corrosion-check appropriate line		
1. None visible	X	
2. Minor-patching will suffice		
3. Significant-but patching will suffice		

4. Significant-structural repairs required
I. Samples chipped out for examination in spall areas:
1. No <input checked="" type="checkbox"/>
2. Yes – describe color, texture, aggregate, general quality

6. FLOOR AND ROOF SYSTEM
a. Roof
1. Describe (flat, slope, type roofing, type roof deck, condition)
The roof is a flat concrete slab/ metal deck system and was observed not slopping to (2) drains located at central area and to a rainwater scupper located at West facade. It was observed ponding water in several areas.
2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of support:
Structural steel supports for air conditioning equipment is in good condition (See Exhibit: 18)
3. Note types of drains and scuppers and condition:
Membrane roofing is in poor condition; blisters, wrinkling, alligatoring, loss of gravel were observed. Re-roofing is required. (See exhibits: 17 to 18)
b. Floor system(s)
1. Describe (type of system framing, material, spans, condition)
The 2nd and 3rd floor consists of a concrete slab/ metal deck system supported by steel joists and steel beams were observed in good condition. (See Exhibit: 6)
c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members.
Ceiling tiles were removed to observe condition of second, third and roof concrete/slab metal decks.

7. STEEL FRAMING SYSTEM
a. Description Concrete slab on second, third and roof levels, supported on metal deck, steel joists, I-Beams. Observed in good condition. (See exhibits: 3 and 4)

b. Exposed Steel- describe condition of paint and degree of corrosion
Steel framing in good condition, with exception of some corrosion observed in one steel I-beam located at South of second floor, close to main entrance aside of bathroom area. (See exhibit: 5). Corrosion also observed on metal stairs (North and South) and roof metal deck at South stair. (See exhibits: 10, 11 and 12)
c. Concrete or other fireproofing – note any cracking or spalling and note where any covering was removed for inspection
No fireproofing over steel framing was observed and no cracking or spalling was observed.
d. Elevator sheave beams and connections, and machine floor beams – note condition:
Was observed in good condition

8. CONCRETE FRAMING SYSTEM
a. Full description of structural system : Slab on grade on ground floor, concrete slab on second, third and roof levels, supported on metal deck, steel joist, I-Beams, concrete tie beams, concrete columns and masonry bearing walls.
b. Cracking
1. Not significant
2. Location and description of members affected and type cracking
Hairline crack in beam at South stair second floor.(See exhibit: 7)
c. General condition
Good
d. Rebar corrosion – check appropriate line
1. None visible X
2. Location and description of members affected and type cracking
3. Significant but patching will suffice
4. Significant – structural repairs required (describe)
e. Samples chipped out in spall areas:
1. No X
2. Yes, describe color, texture, aggregate, general quality:

9. WINDOWS
a. Type (Wood, steel, aluminum, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other)
Fixed aluminum windows
b. Anchorage- type and condition of fasteners and latches Anchor bolts observed in good condition
c. Sealant – type of condition of perimeter sealant and at mullions: Good
d. Interiors seals – type and condition at operable vents Good
e. General condition: Water leakage and paint/ wall paper delaminating were observed on third floor (See Exhibits: 13,14,15 and 16)

10. WOOD FRAMING
a. Type – fully describe if mill construction, light construction, major spans, trusses:
N/A
b. Note metal fitting i.e., angles, plates, bolts, split pintles, other, and note condition:
N/A
c. Joints – note if well fitted and still closed: N/A
d. Drainage – note accumulations of moisture N/A
e. Ventilation – note any concealed spaces not ventilated: N/A
f. Note any concealed spaces opened for inspection: N/A



Exhibit 1



Exhibit 2

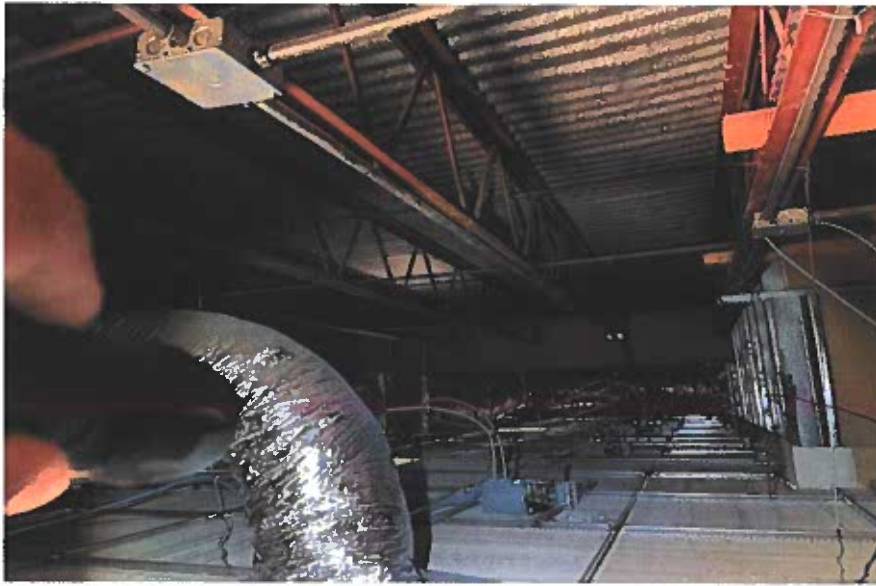


Exhibit 3



Exhibit 4



Exhibit 5



Exhibit 6



Exhibit 7

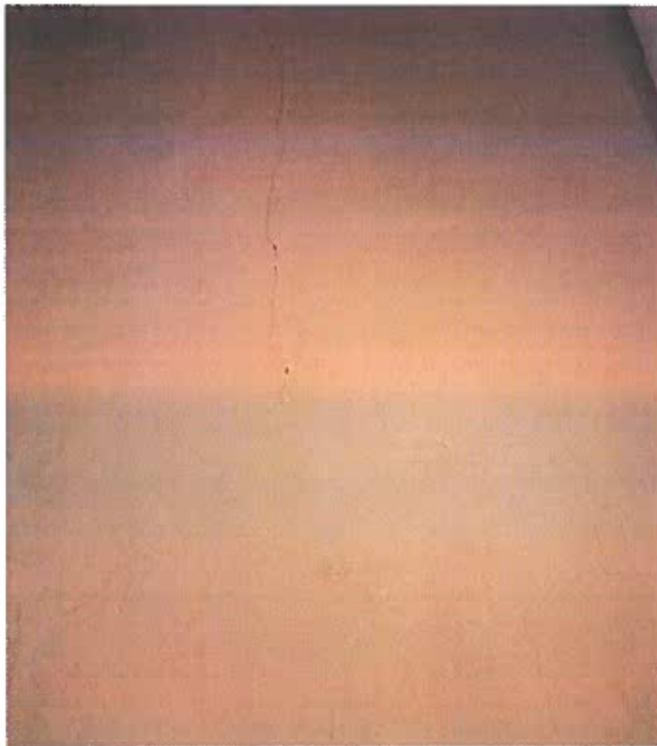


Exhibit 8

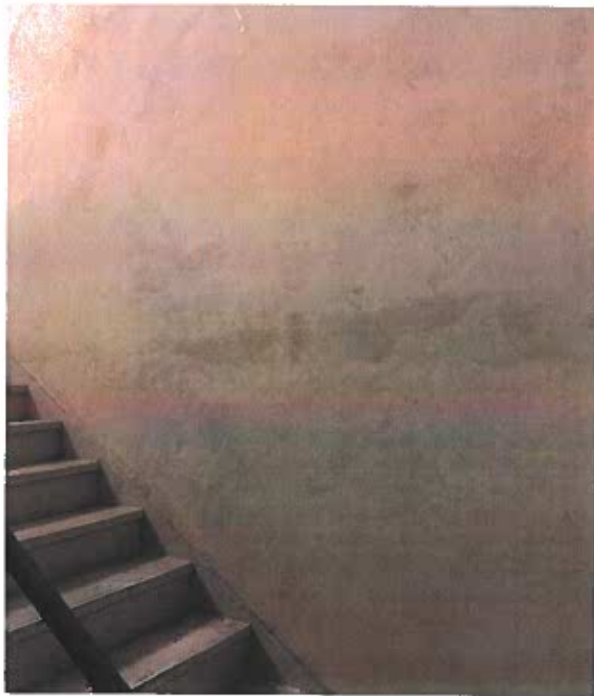


Exhibit 9



Exhibit 10



Exhibit 11

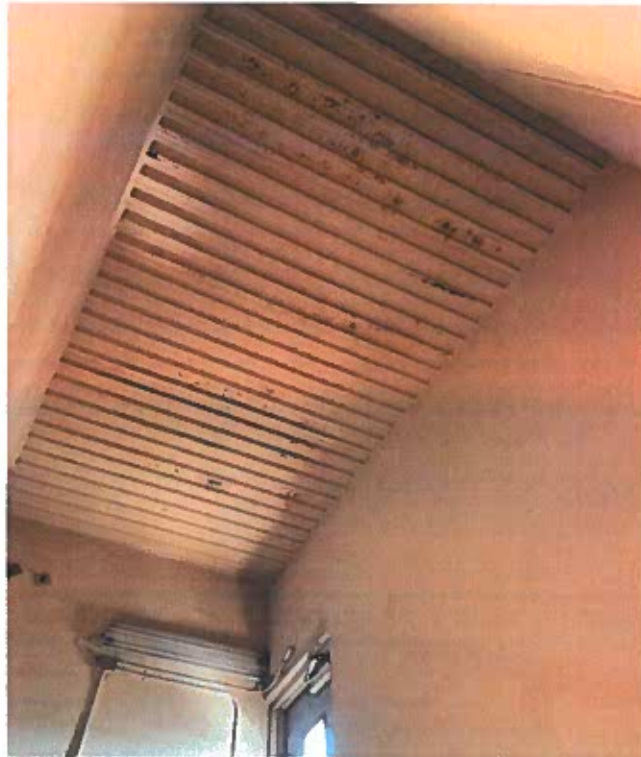


Exhibit 12



Exhibit 13



Exhibit 14



Exhibit 15

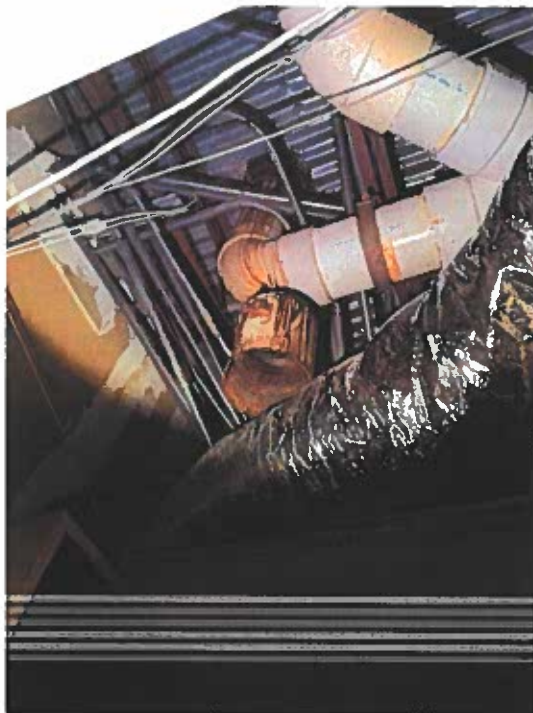


Exhibit 16



Exhibit 17



Exhibit 18



Exhibit 19



Exhibit 20



Exhibit 21



Exhibit 22

MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING ELECTRICAL RECERTIFICATION

INSPECTION COMMENCED

Date: 5/14/2021

INSPECTION MADE BY: FELLER ENGINEERING

SIGNATURE:

INSPECTION COMPLETED

Date: 5/14/2021

PRINT NAME: Alex Robinson

TITLE: Electrical Engineer

ADDRESS: 500 NE 3rd Ave. Fort Lauderdale, FL 33301

DESCRIPTION OF STRUCTURE

- | | |
|---|---|
| a. Name on Title: | Bank of America |
| b. Street Address: | 1500 S. Dixie Hwy, Coral Gables, FL |
| c. Legal Description: | CORAL GABLES RIVIERA SEC PT 14 2ND REV |
| d. Owner's Name: | MADRUGA INVEST LLC BANK OF AMERICA NC1-001-03-81 |
| e. Owner's Mailing Address: | 101 N TRYON ST CHARLOTTE, NC 28255 |
| f. Folio Number of Property on which Building is Located: | 03-4130-009-0720 |
| g. Building Code Occupancy Classification: | Group B |
| h. Present Use: | Bank of America |
| i. General Description, Type of Construction, Size, Number of Stories, and Special Features | |

Additional Comments:

Three story Commercial Building.
Level 1 and Level 2 are Bank of America.
Level 3 is unoccupied.



This item has been digitally signed and sealed by Edward J Kranz, PE on the date below. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.
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**MINIMUM GUIDELINES AND INFORMATION FOR RECERTIFICATION OF ELECTRICAL
SYSTEMS OF FORTY (40) YEAR STRUCTURES**

1. ELECTRIC SERVICE

1. Size: Amperage (600) Fuses () Breakers (3-200)

2. Phase: Three Phase (3ph) Single Phase ()

3. Condition: Good () Fair () Needs Repair (X)

Comments: Electric Service entrance conductors and conduit appear in good condition.
The main disconnects and sub-panels have corrosion due to vented door.

2. METER AND ELECTRIC ROOM

1. Clearances: Good () Fair () Requires Correction (X)

Comments: Non-compliant working clearances on main disconnects and sub-panels.

See Appendix A, Page 2-4.

3. GUTTERS

Location: Go od () Requires Repair (X)

Taps and Fill: Good (X) Requires Repair ()

Comments: Main service entrance gutter requires several additional fasteners for complete
installation.
Trough size is 6" x 6" x 4ft, which is adequate for the service entrance conductors and
taps.

See Appendix A, Page 5.

4. ELECTRICAL PANELS

Location: Good (☒) Needs Repair ()

1. Panel #(1)

Good (☒) Needs Repair ()

2. Panel #(2)

Good () Needs Repair (☒)

3. Panel #(3)

Good (☒) Needs Repair ()

4. Panel #()

Good () Needs Repair ()

5. Panel #()

Good () Needs Repair ()

Comments: Antiquated GE panels which are in fair condition. Panel 2 (main entry) cover does not fit properly over circuit breakers.

See Appendix A, Page 6-7.

5. BRANCH CIRCUITS:

1. Identified: Yes (☒) Must be identified ()

2. Conductors: Good (☒) Deteriorated () Must be replaced ()

Comments:

6. GROUNDING SERVICE:

Good (☒) Repairs Required (☐)

Comments:

7. GROUNDING OF EQUIPMENT:

Good (☐) Repairs Required (☒)

Comments: 3rd Floor main disconnect is not grounded properly; however, service is off.

See Appendix A, Page 4.

8. SERVICE CONDUITS/RACEWAYS:

Good (☒) Repairs Required (☐)

Comments:

9. SERVICE CONDUCTOR AND CABLES:

Good (☒) Repairs Required (☐)

Comments:

10. TYPES OF WIRING METHODS:

Conduit Raceways:	Good	(<input checked="" type="checkbox"/>)	Repairs Required	(<input type="checkbox"/>)
Conduit PVC:	Good	(<input type="checkbox"/>)	Repairs Required	(<input type="checkbox"/>)
NM Cable:	Good	(<input type="checkbox"/>)	Repairs Required	(<input type="checkbox"/>)
BX Cable:	Good	(<input checked="" type="checkbox"/>)	Repairs Required	(<input type="checkbox"/>)

11. FEEDER CONDUCTORS:

Good (☒) Repairs Required (☐)

Comments:

12. EMERGENCY LIGHTING:

Good (☒) Repairs Required (☐)

Comments: Discussed with branch manager that emergency lighting is tested annually by 3rd party along with fire alarm testing and verification.

13. BUILDING EGRESS ILLUMINATION:

Good (☒) Repairs Required (☐)

Comments:

14. FIRE ALARM SYSTEM:

Good (☒) Repairs Required (☐)

Comments: Older system but in fair condition and is suitable for the facility.

15. SMOKE DETECTORS:

Good (☒) Repairs Required (☐)

Comments: Most smoke detectors have been replaced. 3rd party performs testing and replaces as needed.

16. EXIT LIGHTS:

Good (☒) Repairs Required (☐)

Comments:

17. EMERGENCY GENERATOR:

Good (☐) Repairs Required (☐)

Comments: N/A

18. WIRING IN OPEN OR UNDER COVER PARKING GARAGE AREAS:

Require Additional

Go od () Repairs Required ()

Comments: N/A

19. OPEN OR UNDERCOVER PARKING GARAGE AREAS AND EGRESS ILLUMINATION:

Require Additional

Go od () Repairs Required ()

Comments: N/A

20. SWIMMING POOL WIRING:

Go od () Repairs Required ()

Comments: N/A

21. WIRING TO MECHANICAL EQUIPMENT:

Go od (X) Repairs Required ()

Comments:

22. ADDITIONAL COMMENTS:

Emergency lighting batteries replaced last year.

Several items on 3rd floor unoccupied space should be addressed:

- (2) fire alarm devices which are not mounted to boxes.
- MC cable with electric tape on conductors hanging from ceiling.

See Appendix A, Page 10-11.

In the main electric room:

- Bank of America panel has been labeled with 'high leg' configuration.
- 3rd floor meter / disconnect does not have required working clearance.
- House panel does not have required working clearance.
- 3 service entrance meter / disconnects; 3rd floor not in use.

See Appendix A, Page 2-4.

Elevator Machine Room:

- Controller cover is off. Install properly.

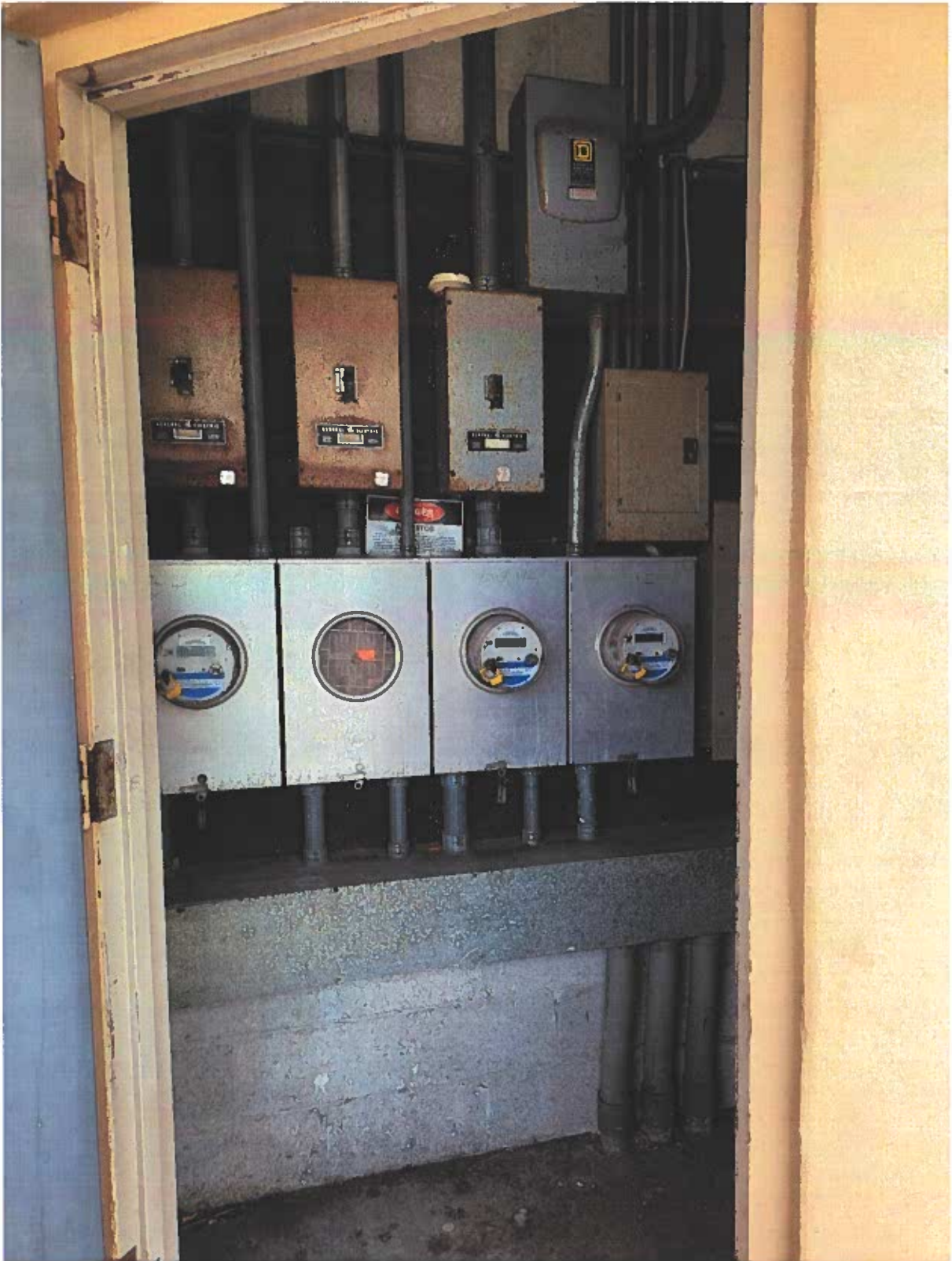
See Appendix A, Page 8-9.

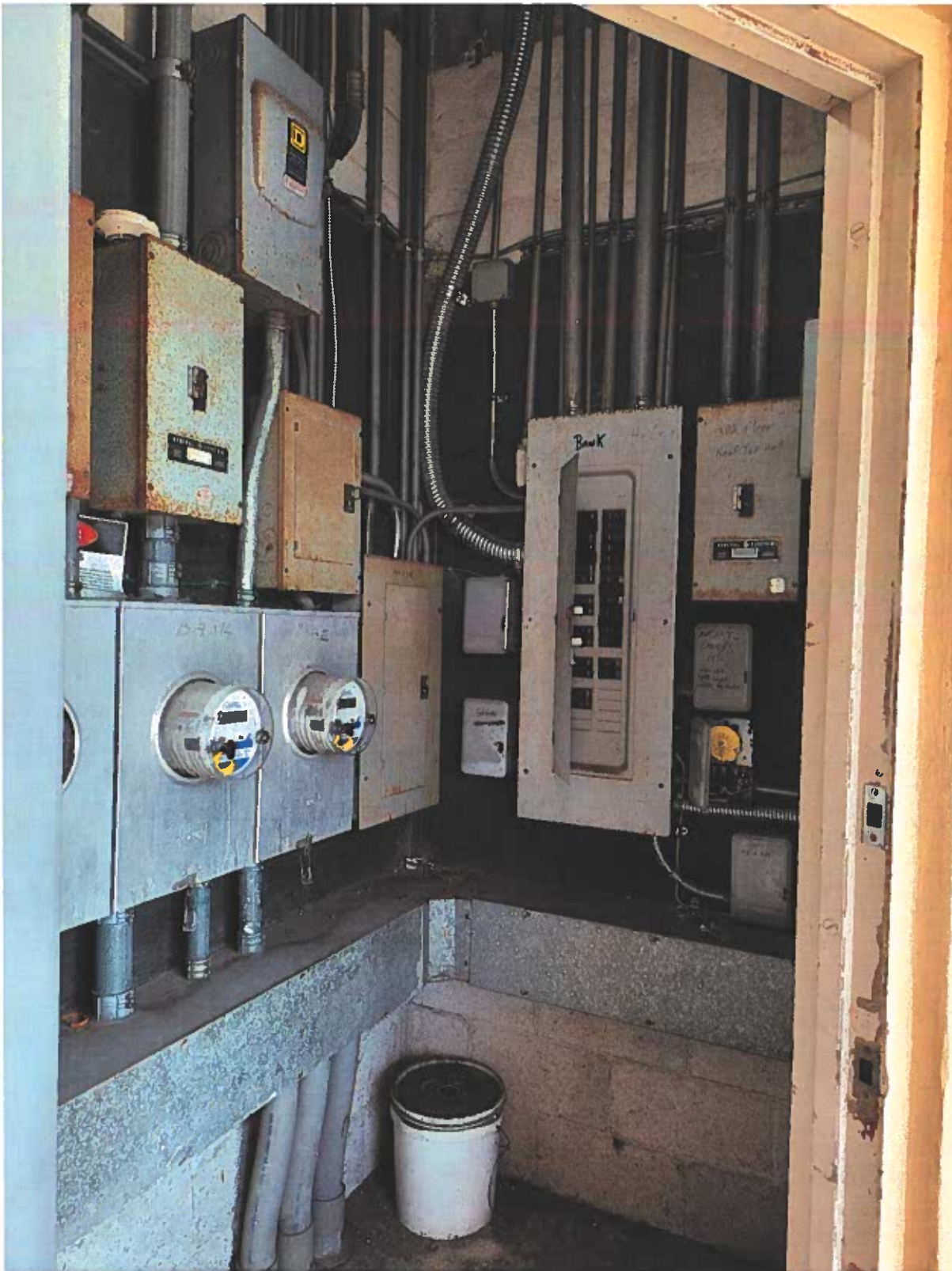
APPENDIX A

BANK OF AMERICA

CORAL GABLES

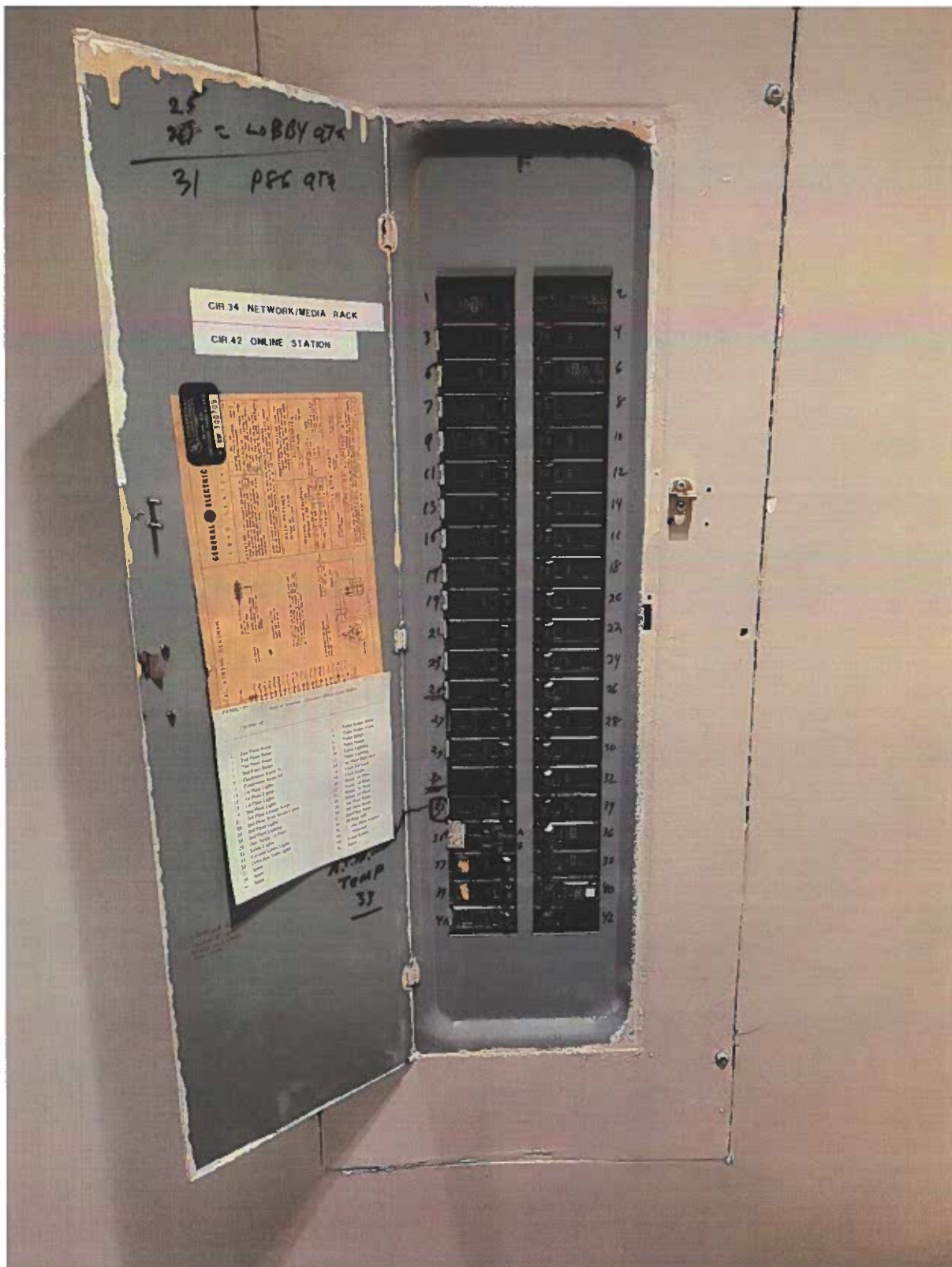
Page 2 – 4:	Main Electric Room (Meter & Disconnect Configuration)
Page 5:	Main Electric Room (Service Entrance Wire Trough)
Page 6-7:	1 st Floor Lobby (Panel Assembly)
Page 8-9:	Elevator Machine Room (Controller Face Plate)
Page 10-11:	3 rd Floor Tenant (Fire Alarm and Wire Installation)

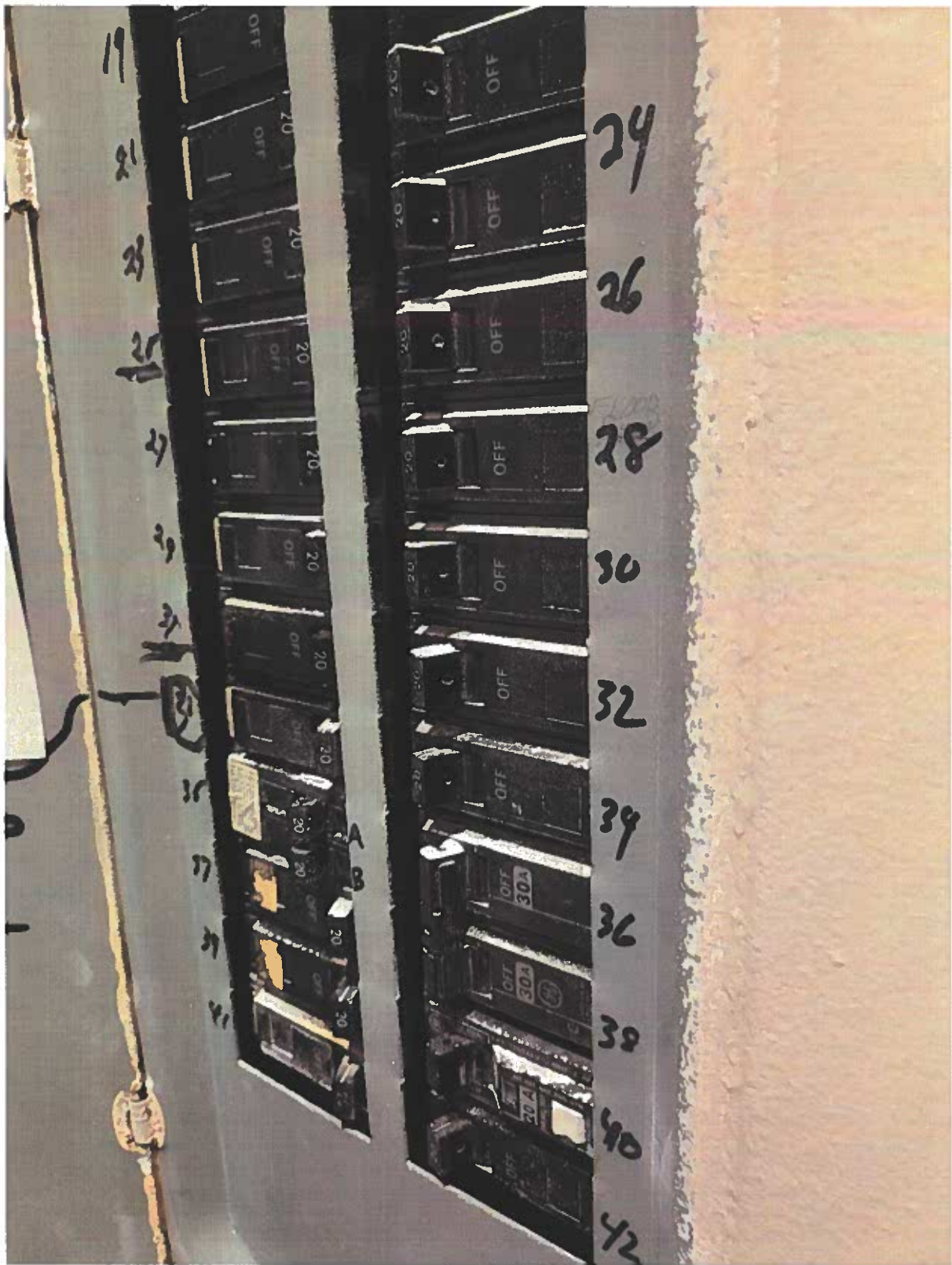


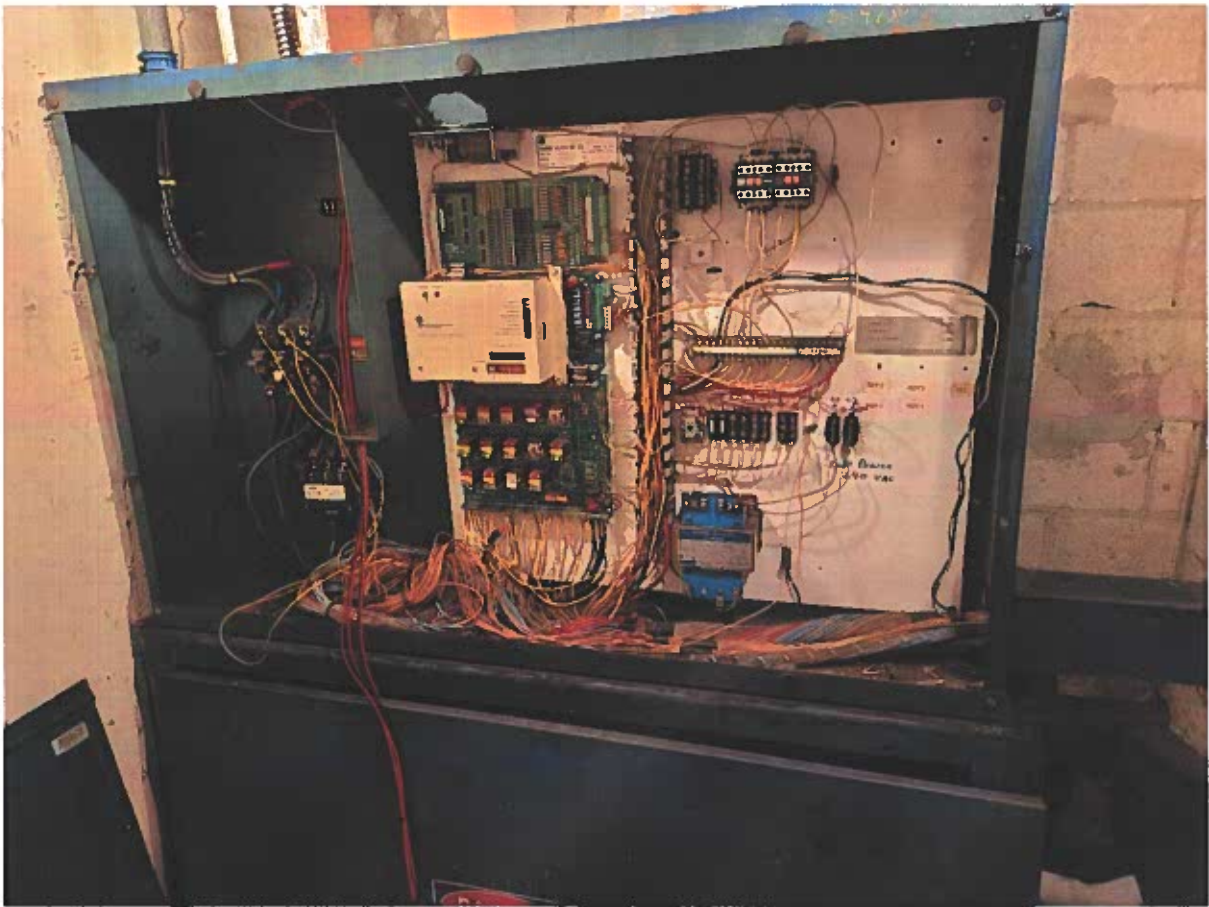






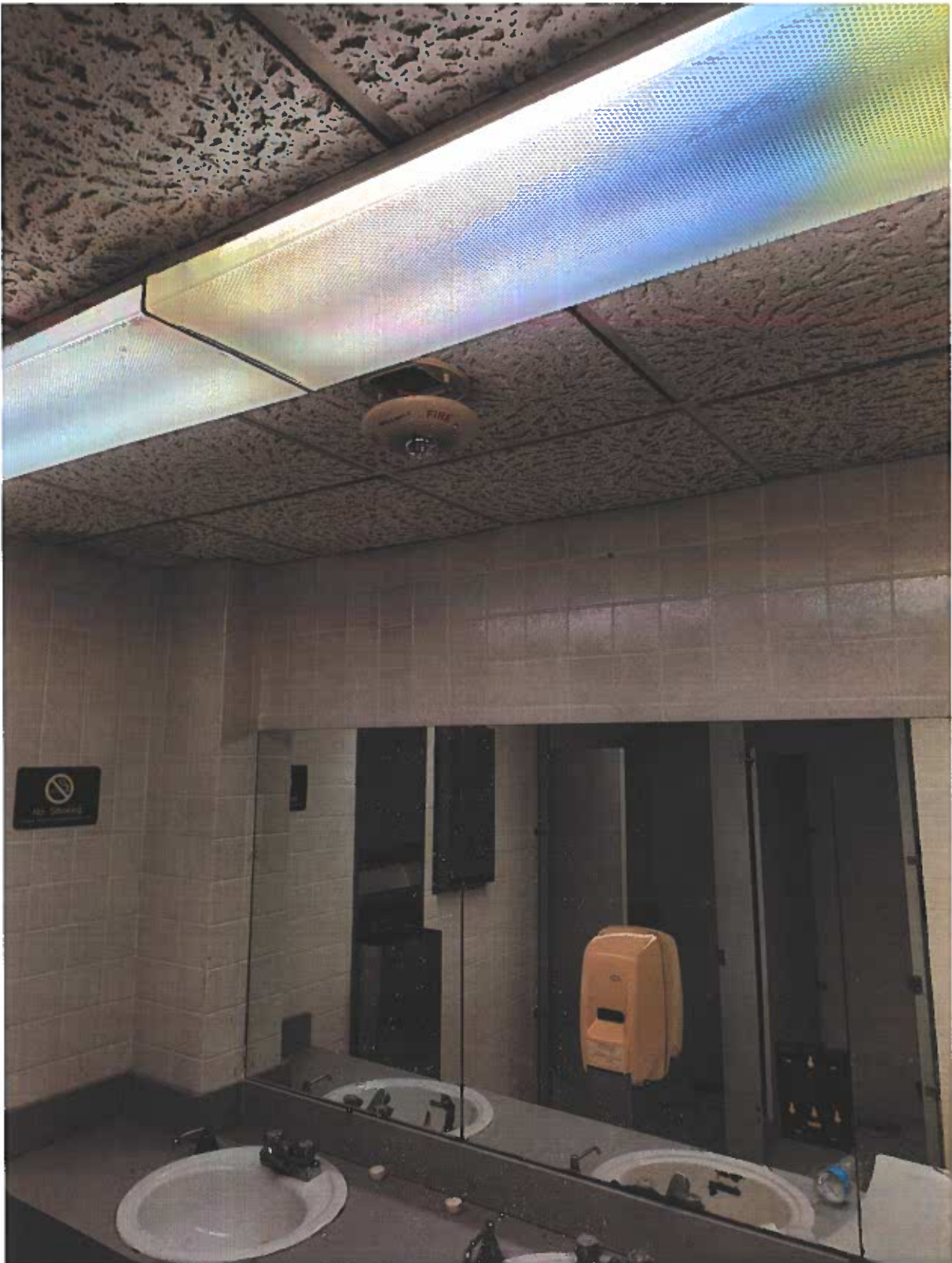














City of Coral Gables
Development Services



RC-21-07-7660

1500 S DIXIE HWY #

Folio #: **03-4130-009-0720**

Permit Description: **BUILDING**

RECERTIFICATION (YEAR BUILT 1981)

EL 2107 8230
ME _____
PL _____

OFFICE SET

Section	Approved	
	By	Date
<input checked="" type="checkbox"/> BUILDING		
<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"/>		
<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

**Special Inspector required
for the following:**

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