



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 1/23/2021

Property Information	
Folio:	03-4120-017-0310
Property Address:	4019 LE JEUNE RD Coral Gables, FL 33146-1310
Owner	EMW LLC
Mailing Address	7521 SW 59 ST MIAMI, FL 33143-1703
PA Primary Zone	6400 COMMERCIAL - CENTRAL
Primary Land Use	1211 MIXED USE- STORE/RESIDENTIAL : RETAIL OUTLET
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	2,865 Sq.Ft
Lot Size	4,850 Sq.Ft
Year Built	1950



Assessment Information			
Year	2020	2019	2018
Land Value	\$897,250	\$873,000	\$824,500
Building Value	\$472,725	\$472,725	\$453,290
XF Value	\$0	\$0	\$0
Market Value	\$1,369,975	\$1,345,725	\$1,277,790
Assessed Value	\$1,210,000	\$1,345,725	\$1,277,790

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction	\$159,975		

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

Short Legal Description	
20 54 41 PB 28-22 CORAL GABLES INDUSTRIAL SEC LOTS 37 & 38 INC BLK 1 LOT SIZE 50.000 X 97 OR 19874-0856 0801 6	

Taxable Value Information			
	2020	2019	2018
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,210,000	\$1,345,725	\$1,277,790
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,369,975	\$1,345,725	\$1,277,790
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,210,000	\$1,345,725	\$1,277,790
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,210,000	\$1,345,725	\$1,277,790

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
08/01/2001	\$500,000	19874-0856	Other disqualified
11/01/1996	\$446,200	17421-2006	Deeds that include more than one parcel
10/01/1978	\$85,000	10207-2339	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.miamidadecounty.gov/info/disclaimer.asp>

Version:

CITY'S

EXHIBIT

21-2018

1) 4019 Le Jeune Rd

<u>Owner (Sunbiz mailing address)</u> EMW, LLC 7521 SW 59 St Miami, FL 33143-1703	<u>Owner (Sunbiz RA address)</u> EMW, LLC c/o Ernesto J. Fernandez Registered Agent 4019 Le Jeune Rd Coral Gables, FL 33134-1310
<u>Mortgagee (Mortgage and FDIC address)</u> Continental National Bank 1801 SW 1st St Miami, FL 33135-1901	

CITY'S

EXHIBIT

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

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
ZN-21-04-7631	04/21/2021	4019 LE JEUNE RD	PAINT / RESURFACE FL / CLEAN	COMMERCIAL REISSUE FROM ZN-17-02-0307* PRESSURE CLEAN & PAINT (1550SQFT) - BODY: SW7018 DOVETAIL (GRAY)/ TRIM SW7000 IBIS WHITE \$1800	issued	04/21/2021		0.00
EL-21-04-7596	04/20/2021	4019 LE JEUNE RD	ELEC COMMERCIAL / RESIDENTIAL WORK	REPLACE 3 METERS, 1-- 200 AMP DISC, 1--150AMP DISC, 1-125 DISC	issued	04/20/2021		0.00
RC-21-01-6300	01/27/2021	4019 LE JEUNE RD	BLDG RECERT / CRB	BUILDING RECERTIFICATION (YEAR BUILT 1950)	issued	04/22/2021		0.00
CE-19-09-3574	09/06/2019	4019 LE JEUNE RD	CODE ENF LIEN SEARCH	LIEN SEARCH FOR: 4019 LE JEUNE RD & 616 CAMILO AVE.	final	09/12/2019	09/12/2019	0.00
BL-18-03-4252	03/23/2018	4019 LE JEUNE RD	MISCELLANEOUS WORK	COMMERCIAL INTERIOR FLOORING, BASEBOARDS, MINOR PATCHING OF WALLS & PAINT \$7,000	stop work	03/30/2018		0.00
CE-17-12-1912	12/19/2017	4019 LE JEUNE RD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	12/29/2017	12/29/2017	0.00
ZN-17-02-0307	02/06/2017	4019 LE JEUNE RD	PAINT / RESURFACE FL / CLEAN	COMMERCIAL* PRESSURE CLEAN & PAINT (1550SQFT) - BODY: SW7018 DOVETAIL (GRAY)/ TRIM SW7000 IBIS WHITE \$1800	final	02/07/2017	08/21/2017	0.00
AB-17-02-0227	02/03/2017	4019 LE JEUNE RD	BOA COMPLETE (LESS THAN \$75,000)	COMMERCIAL* PRESSURE CLEAN & PAINT (1550SQFT) - BODY: SW7018 DOVETAIL (GRAY)/ TRIM SW7000 IBIS WHITE \$1800	final	02/03/2017	08/21/2017	0.00
CE-14-04-3842	04/30/2014	4019 LE JEUNE RD	CODE ENF WARNING PROCESS	WT16542 FOLLOW UP: NO VIOLATION	final	04/30/2014	04/30/2014	0.00
CE-14-04-3542	04/25/2014	4019 LE JEUNE RD	CODE ENF WARNING PROCESS	WT16542 34-112 CC (GRA) GRAFFITI ON THE NORTH WEST CORNER OF BUILDING (FACING BIRD RD.) REQUIRES REMOVAL	final	04/25/2014	04/25/2014	0.00
CE-14-04-3064	04/18/2014	4019 LE JEUNE RD	CODE ENF WARNING PROCESS	WT16524 FOLLOW UP: NO VIOLATION FOUND	final	04/18/2014	04/18/2014	0.00
CE-14-04-2649	04/11/2014	4019 LE JEUNE RD	CODE ENF WARNING PROCESS	WT16524 105-27 (GRA) GRAFFITI ON REAR ALLEY WALL ON THE SOUTH SIDE. REQUIRES REMOVAL.	final	04/11/2014	04/11/2014	0.00
PU-13-05-0343	05/06/2013	4019 LE JEUNE RD	PUBLIC RECORDS SEARCH	REQ CERT COPY OF PERMITS 02120203 03070115	final	05/14/2013	05/14/2013	0.00
EL-13-05-0240	05/03/2013	4019 LE JEUNE RD	ELEC SIGNS	DO NOT CANCEL**WINTegrate MIGRATED #03020062 & CHANGE OF CONTRACTOR- ELEC SIGN "CAFE VIALETTA" \$800-ELECTRICAL FOR SIGN	pending			0.00

CITY'S

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BL-13-05-0188	05/02/2013	4019 LE JEUNE RD	SIGNS	DO NOT CANCEL*WINTEGRATE MIGRATED #03020062 & CHANGE OF CONTRACTOR- ELEC SIGN "CAFE VIALETTA" \$800	approved				217.35
BL-13-05-0186	05/02/2013	4019 LE JEUNE RD	AWNINGS / CANOPY	DO NOT CANCEL*WINTEGRATE MIGRATED (03070115) & CHANGE OF CONTRACTOR -2 CANVAS AWNINGS NAVY BLUE \$4,200	approved				217.35
PL-13-04-1940	04/30/2013	4019 LE JEUNE RD	PLUMB CHANGE OF CONTRACTOR	DO NOT CANCEL*** CHANGE OF CONTRACTOR & CONVERT WINT P#02120203 TO EDEN *** RESTAURANT EXPANSION, TRELLIS, DOORS, TILE FACADE, W. IRON AT EXISTING WINDOWS \$15,000	pending				0.00
ME-13-04-1939	04/30/2013	4019 LE JEUNE RD	MECH CHANGE OF CONTRACTOR	DO NOT CANCEL*** CHANGE OF CONTRACTOR & CONVERT WINT P#02120203 TO EDEN *** RESTAURANT EXPANSION, TRELLIS, DOORS, TILE FACADE, W. IRON AT EXISTING WINDOWS \$15,000	pending				0.00
BL-13-04-1930	04/30/2013	4019 LE JEUNE RD	BLDG PERMIT CHANGE OF CONTRACTOR	DO NOT CANCEL*** CHANGE OF CONTRACTOR & CONVERT WINT P#02120203 TO EDEN *** RESTAURANT EXPANSION, TRELLIS, DOORS, TILE FACADE, W. IRON AT EXISTING WINDOWS \$15,000	approved				217.35
ZN-13-04-1753	04/26/2013	4019 LE JEUNE RD	ZONING MISCELLANEOUS WORK	EXTERIOR STUCCO REPAIR & PAINT EXT TO MATCH EXISTING - PEACH (SW 6642) \$500	final	04/29/2013	05/01/2013		0.00
ZV-13-04-1259	04/19/2013	4019 LE JEUNE RD	ZONING LETTER VERIFICATION	ZONING VERIFICATION/INFORMATION LETTER	final	04/19/2013	04/19/2013		0.00
CE-13-03-0990	03/14/2013	4019 LE JEUNE RD	CODE ENF LIEN SEARCH	LIEN LIST	final	03/15/2013	03/15/2013		0.00
RC-11-02-4109	02/01/2011	4019 LE JEUNE RD	BLDG RECERT / CRB	BUILDING RECERTIFICATION (YEAR BUILT 1950)	final	02/01/2011	02/01/2011		0.00
CE-10-11-4175	11/10/2010	4019 LE JEUNE RD	CODE ENF WARNING PROCESS	WT8625 CPM CH105 CITY CODE MAINTAINING A PROPERTY IN VIOLATION OF MINIMUM HOUSING STANDARDS CODE. REMOVE OR PAINT OVER GRAFFITI.	final	11/10/2010	11/19/2010		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).



City of Coral Gables Fire Department

Fire Prevention Division

2151 Salzedo Street, Coral Gables, FL 33134
Fax (305) 460-5598

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

Occupant Name:	Caffe Violetto	Inspection Date:	4/27/2021
Address:	4019 Le Jeune Road	InspectionType:	Assembly
City:	Coral Gables	Inspected By:	Kevin Hernandez 305-460-5074 khernandez2@coralgables.com
Suite:		Occ. Sq. Ft.:	3000
		Occupant Number:	017445

Insp. Result	Location	Code Set	Code
Fail	Floor 1	FL NFPA 101 2018 Chapter 10 Interior Finish, Contents, and Furnishings	10.3.1 - Flame Test - Draperies, curtains etc

Code Text:

Where required by the applicable provisions of this Code, draperies, curtains, and other similar loosely hanging furnishings and decorations shall meet the flame propagation performance criteria contained in Test Method 1 or Test Method 2, as appropriate, of NFPA 701.

Inspector Comments: Where required by the applicable provisions of this Code, draperies, curtains, and other similar loosely hanging furnishings and decorations shall meet the flame propagation performance criteria contained in Test Method 1 or Test Method 2, as appropriate, of NFPA 701.

NOTE PROVIDE FLAME SPREAD CERTIFICATE FOR ARTIFICIAL GREENERY ALONG WALL.**

Fail	Floor 1	NFPA 96 2017 Commercial cooking	11.6.1 - Exhaust System Contaminated with Deposits from grease-laden vapors
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Code Text:

If, upon inspection, the exhaust system is found to be contaminated with deposits from grease-laden vapors, the contaminated portions of the exhaust system shall be cleaned by a properly trained, qualified, and certified person(s) acceptable to the authority having jurisdiction.

CITY'S

EXHIBIT

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Inspector Comments:

If, upon inspection, the exhaust system is found to be contaminated with deposits from grease-laden vapors, the contaminated portions of the exhaust system shall be cleaned by a properly trained, qualified, and certified person(s) acceptable to the authority having jurisdiction.

NOTE** UPON INSPECTION FOUND EXHAUST SYSTEM WITH AN EXCESSIVE AMOUNT OF GREASE BUILD-UP, EXHAUST SYSTEM SHALL BE CLEANED IMMEDIATELY

A re-inspection will occur on or after 5/28/2021.

Thank you for your assistance. If you have any additional questions, would like to submit pictures, documents, or need to schedule a re-inspection, please send an email to fireprevention@coralgables.com.

If you are unable to correct violations within 30 days please contact us at fireprevention@coralgables.com

Per City Ordinance 30-4, a Fire Inspection Fee is billed annually. All fees are subject to change without prior notice.

**Company
Representative:**

Signature valid only in mobile-eyes documents
Ernie Fernandez (Signature not obtained)
4/27/2021

Inspector:

Signature valid only in mobile-eyes documents
Kevin Hernandez
4/27/2021

Ref: 92947



City of Coral Gables

Fire Department

Fire Prevention Division

2151 Salzedo Street, Coral Gables, FL 33134

Fax (305) 460-5598

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

Occupant Name:	Caffe Vialetto	Inspection Date:	9/9/2019
Address:	4019 Le Jeune Road	Inspection Type:	Assembly
City:	Coral Gables	Inspected By:	Madelaine Mendez 305-460-5563 mmendez@coralgables.com
Suite:		Occ. Sq. Ft.:	3000
		Occupant Number:	017445

Insp. Result	Location	Code Set	Code
Fail	Floor 1	FL NFPA 101 2015 Chapter 13 Existing Assembly Occupancies	13.7.9.2.3 - Excerpt: Seating diagrams shall be submitted for approval by the...

Code Text:

Seating diagrams shall be submitted for approval by the authority having jurisdiction to permit an increase in occupant load per 7.3.1.3.

Inspector Comments: Seating diagrams shall be submitted for approval by the authority having jurisdiction to permit an increase in occupant load per 7.3.1.3.

MUST CONTACT MR. CHARLES WU AT 305-460-5236 TO INCREASE SEATS

AS PER THE CERTIFICATE OF USE TOTAL SEATS SHOULD BE 60

AT TIME OF INSPECTION THE COUNT WAS: 16 SEATS IN "RED ROOM" 6 BAR STOOLS AND 60 SEATS IN THE MAIN RESTAURANT AREA. THAT IS A TOTAL OF 82 SEATS

Provide approved maximum allowed seating chart.

Fail	Floor 1	FL NFPA 101 2015 Chapter 13 Existing Assembly Occupancies	13.7.9.3.1 - Occupant load sign (non-fixed seats) - Required
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Code Text:

Every room constituting an assembly occupancy and not having fixed seats shall have the occupant load of the room posted in a conspicuous place near the main exit from the room.

Inspector Comments: Every room constituting an assembly occupancy and not having fixed seats shall have the occupant load of the room posted in a conspicuous place near the main exit from the room.

MUST POST OCCUPANT LOAD SIGN BY MAIN ENTRANCE


Signature valid only in mobile-verified documents.

Signature valid only in mobile-eye's documents

Ref. 81183



The City of Coral Gables

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

2/10/2020

VIA CERTIFIED MAIL

7018 2290 0001 6693 9452

EMW LLC
7521 SW 59 ST
MIAMI, FL 33143-1703

RE: 4019 LE JEUNE RD
FOLIO # 341200170310

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 \$380.63 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

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ALERT: USPS IS EXPERIENCING UNPRECEDENTED VOLUME INCREASES AND LIM...

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 70182290000166939452

Remove X

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

In-Transit

February 17, 2020
In Transit to Next Facility

Get Updates ▾

Text & Email Updates	▾
Tracking History	▾
Product Information	▾

See Less ^

Feedback

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

Feedback

ALERT: USPS IS EXPERIENCING UNPRECEDENTED VOLUME INCREASES AND LIM...

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 70191120000022293388

Remove X

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

In-Transit

May 22, 2020
In Transit to Next Facility

Get Updates v

Feedback

Text & Email Updates	v
Tracking History	v
Product Information	v

See Less ^

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Go to our FAQs section to find answers to your tracking questions.

FAQs

Feedback



The City of Coral Gables

7019 1120 0000 2229 3876

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

6/12/2020

EMW LLC
7521 SW 59 ST
MIAMI FL 33143-1703

RE: 4019 LE JEUNE RD
FOLIO # 341200170310

Notice of Required Inspection for Recertification of 40 Years or Older Building – Covid-19 Extension

Dear Property Owner:

This department has sent two certified letters dated 2/10/2020 and 5/11/2020, notifying you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, and Section 8-11 (f). These letters informed you it was necessary to submit to this Department a completed Report prepared by a licensed architect or engineer certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification.

Due to the Covid-19 Pandemic, the DEADLINE for submittal of the Building Recertification Report for the above referenced property will be extended until Monday, November 2, 2020.

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", with a stylized flourish at the end.

Manuel Z. Lopez, P.E.
Building Official

ALERT: USPS IS EXPERIENCING UNPRECEDENTED VOLUME INCREASES AND LIMI...

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 70191120000022293876

Remove X

Your item was delivered to the front desk, reception area, or mail room at 3:41 pm on June 18, 2020 in MIAMI, FL 33143.

 **Delivered**

June 18, 2020 at 3:41 pm
Delivered, Front Desk/Reception/Mail Room
MIAMI, FL 33143

Get Updates ∨

Text & Email Updates



Tracking History



Product Information



See Less ^

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FAQs

Feedback



The City of Coral Gables

7019 1120 0000 2229 4392

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

11/6/2020

EMW LLC
7521 SW 59 ST
MIAMI, FL 33143-1703

RE: 4019 LE JEUNE RD
FOLIO # 341200170310

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

Dear Property Owner:

In a certified letter dated 2/10/2020, 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 5/11/2020, 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. A Covid-19 recertification letter dated 6/12/2020, extended the deadline to provide the Recertification Report until Monday, November 2, 2020.

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".

Manuel Z. Lopez, P.E.
Building Official

ALERT: USPS IS EXPERIENCING UNPRECEDENTED VOLUME INCREASES AND LIM...

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FAQs >

Track Another Package +

Tracking Number: 70191120000022294392

Remove X

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

In-Transit

November 17, 2020
In Transit to Next Facility

Get Updates ▾

Text & Email Updates	▾
Tracking History	▾
Product Information	▾

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Feedback

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FAQs

Feedback

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No 21-2018

vs.

Return receipt number:

EMW, LLC
7521 SW 59 St
Miami, FL 33143-1703

7020 3160 0001 1022 4353

Respondent.

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

Date: January 25, 2021

Re: 4019 Le Jeune Rd., Coral Gables, Fl. 33146, LOTS 37 & 38 INC BLK 1, CORAL GABLES
INDUSTRIAL SEC, PB 28-22 and 03-4120-017-0310 ("Property").

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

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, 2nd Florida, Coral Gables, Florida 33134, on February 8, 2021, at 2:00 p.m.

The Construction Regulation Board Meeting will be holding a regular board meeting on Monday, February 8, 2021, commencing at 2:00 p.m. Only the Board Members and required City Staff will be physically present in the Commission Chambers at Coral Gables City Hall. Members of the public may join the meeting via Zoom at <https://zoom.us/j/92859826458>. In addition, a dedicated phone line will be available so that any individual who does not wish (or is unable) to use Zoom may listen to and participate in the meeting by dialing: 305-461-6769 Meeting ID: 928 5982 6458. Any person wishing to provide testimony must be sworn in and appear by video conference. An individual who wishes to testify but does not have video conference capabilities, may provide testimony by using a dedicated station for video conferencing located in the City Hall courtyard. **PLEASE NOTE THAT ALL PERSONS MUST WEAR A FACIAL COVERING/MASK EXCEPT WHEN PROVIDING**

TESTIMONY AND ALL PERSONS MUST MAINTAIN 6 FEET BETWEEN EACH OTHER. To speak on an Agenda Item, please "Raise your Hand" or send a message to one of the meeting hosts using the Zoom Platform. If you joined the meeting via telephone you can "Raise your Hand" by pressing *9.

Please be advised that the following Rules of Procedure will apply:

HEARING:

The video conference platform Zoom will be used for virtual and hybrid CRB hearings. The electronic device (computer, smartphone) must have the microphone, audio, and camera enabled. If you do not have access to an electronic device with audio and a camera enabled, a computer with Zoom capabilities will be available in the courtyard at City Hall.

In advance of the hearing date, please review the following rules of procedure carefully as they contain important instructions and deadlines for submission of exhibits. In addition, please also review Resolution Nos. 2020-74 and 2020-90 which contain general rules of procedure that also apply to hearings before the Construction Regulation Board (available at <https://bit.ly/33byeZy> and <https://bit.ly/3373Hw5>, and also available upon request made to vgoizueta@coralgables.com). Anyone attending a hearing must do so by following these instructions:

1. Go to <https://zoom.us/>.
2. Click on "Join a Meeting" at the top of the page, right of center.
3. Enter the Meeting ID: 928 5982 6458
4. Click "Join"

RULES OF PROCEDURE:

1. A quorum of the members of the CRB must be present in the room. The remaining members of the CRB may appear via Zoom and may vote and participate as they would if they were present in person.
2. The City Attorney and Building Division Staff may appear in person or via Zoom.
3. Witnesses, property owners/representatives, members of the public and other participations shall appear virtually.
4. Upon commencement of the hearing, the Chair of the CRB shall provide an explanation of the hearing procedures.
5. The Chair shall proceed to call the cases listed by the agenda.
6. Once each case is called, those who will be testifying during the hearing shall be sworn in. All persons testifying must appear by video conference as required by the rules of procedure adopted by Resolution No. 2020-90.
7. Each case before the CRB shall be prosecuted by the Building Official or his or her designee.
8. The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses, but fundamental due process shall be observed and shall govern the proceedings. Any relevant evidence shall be admitted if the Chair finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary. Hearsay evidence may be accepted for the purpose of supplementing or explaining any direct evidence, but such hearsay evidence shall not in and of itself be considered sufficient to support a finding or decision unless the evidence would be admissible over objections

in a civil action.

9. IF YOU WISH TO INTRODUCE EXHIBITS AS EVIDENCE, YOU MUST PROVIDE THE CITY WITH A COPY OF THOSE EXHIBITS AT LEAST 5 DAYS PRIOR TO THE HEARING. PLEASE EMAIL YOUR EXHIBITS TO vgoizueta@coralgables.com AND INCLUDE THE PROPERTY ADDRESS AND CASE NUMBER IN YOUR EMAIL.
 - a. A list of all proposed exhibits and a copy of the proposed exhibits shall be provided in a format that is easily viewable on the Zoom platform. All exhibits shall be clearly labeled to allow for efficient retrieval and display on the Zoom platform during the hearing.
10. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross examine opposing witnesses on any matter relevant to the issues, even though that matter was not covered in the direct examination; to impeach any witnesses regardless of which party first called that witness to testify; and to offer rebuttal of the evidence.

Should you wish to review the Construction Regulation Board case exhibits prior to the hearing, you may access them at <https://coralgables.legistar.com/Calendar.aspx> or email your request to vgoizueta@coralgables.com and include the property address and case number.

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 Virginia Goizueta, Secretary to 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 3:30 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: EMW, LLC c/o Ernesto J. Fernandez Registered Agent 4019 Le Jeune Rd Coral Gables, FL 33134-1310; Continental National Bank 1801 SW 1st St Miami, FL 33135-1901

ALERT: USPS IS EXPERIENCING UNPRECEDENTED VOLUME INCREASES AND LIMI...

USPS Tracking®**FAQs >****Track Another Package +****Tracking Number:** 70203160000110224353

Remove X

Your item departed our USPS facility in MIAMI FL DISTRIBUTION CENTER on February 1, 2021 at 12:43 am. The item is currently in transit to the destination.

Feedback

In-Transit

February 1, 2021 at 12:43 am
Departed USPS Regional Facility
MIAMI FL DISTRIBUTION CENTER

Get Updates ∨**Text & Email Updates****Tracking History****Product Information****See Less** ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

Feedback



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Case #: 21-2018

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

I, FRANCISCO FERNANDEZ, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 4019 Le Jeune Rd, ON January 26, 2021 AT 11:30AM.

FRANCISCO FERNANDEZ

Employee's Printed Name

Employee's Signature

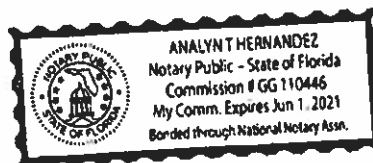
STATE OF FLORIDA)

ss.

COUNTY OF MIAMI-DADE)

Sworn to (or affirmed) and subscribed before me this 26 day of January, in the
year 2020, by Francisco Fernandez who is personally known to me.

My Commission Expires: Jun 1, 2021



Analyst Hernandez
Notary Public









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

CITY OF CORAL GABLES,
Petitioner.

Case No. 21-241

Permit receipt number:

7030 3360 0001 1022 4353

**FILE OF UNSATISFACTORY VIOLATION FOR FAILURE TO RECERTIFY
AND NOTICE OF HEARING.**

Date: January 27, 2021

Pat: 4019 La Brea Rd., Coral Gables, FL 33146, LOT 37 & 38 INC. BULK 1, CORAL GABLES
INDUSTRIAL, INC., PO 25-71 and 03-4120-017-0110 ("Property").

The City of Coral Gables ("City") Building Official has reported the records relating to the Structure in accordance with Article III, Chapter 25 of the City Code, pertaining to unsafe structures, and Section 8-3.1 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 Sections 805.4 (4)(K) of the City Code for failure to comply with the maintenance and recordkeeping requirements of the Florida Building Code or Section 5-11 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, 445 Biscayne Way, 2nd Florida, Coral Gables, Florida 33134, on February 9, 2021, at 2:00 p.m.

The Construction Regulation Board Meeting will be holding a regular board meeting on Monday, February 9, 2021, commencing at 2:00 p.m. Only the Board Members and requested City Staff will be physically present in the Commission Chambers at Coral Gables City Hall. Members of the public may join the meeting via Zoom at <https://zoom.us/j/92857826458>. In addition, a dedicated phone line will be available so that any individual who does not wish to be in the meeting room may join and participate in the meeting by dialing: 855-461-6709 Meeting ID: 928 5782 6458. Any person wishing to provide testimony must be sworn in and appear by video conference. An individual who wishes to testify but does not have video conferencing capabilities, may provide testimony by using a dedicated station for video conferencing located in the City Hall courtyard. PLEASE NOTE THAT ALL PERSONS ATTENDING MUST WEAR A FACIAL COVERING/MASK PROTECT WHEN PARTICIPATING.

Postmarked



We deliver

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. 21-2018

vs.

EMW, LLC
7521 SW 59 St
Miami, FL 33143-1703
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 February 8, 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, EMW, LLC, and any lienholders of record for the structure located on the property at 4019 Le Jeune Rd., Coral Gables, Fl. 33146 (the "Structure"), and having folio number 03-4120-017-0310 and legally described as LOTS 37 & 38 INC BLK 1, CORAL GABLES INDUSTRIAL SEC, PB 28-22.
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.

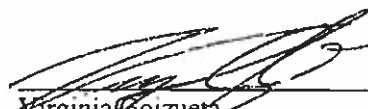
Order

3. It is, therefore, **ORDERED**: The Owner shall take the Required Action as follows: The owner shall Submit a Recertification Report prepared by a licensed Architect or Engineer within sixty days (60) days of the Board's Order Recertifying the property. If the requirement is not completed within sixty days (60) days the owner shall pay a daily fine of \$ 250 for each day the violation continues.
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 5th day of March, 2021.

CONSTRUCTION REGULATION BOARD
OF THE CITY OF CORAL GABLES



Virginia Goizueta
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.

Goizueta, Virginia

From: Ernie Fernandez <rebelern@att.net>
Sent: Friday, March 19, 2021 10:10 AM
To: Goizueta, Virginia
Subject: Re: Construction Regulation Board order-4019 Le Jeune Rd

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

Hello Virginia,

I am reaching out to you because after spending countless hours going over our repair punch list, we have realized will not have enough time to finish all the repairs on time.

Our due date is April 8th. Because of COVID-19 all the companies we are hiring are backed up with previous work.

The hired electrician has told me it would take two weeks alone to have FPL come and shut down the power for one day for him to do a disconnect on the panel.

I am kindly requesting another 60 day extension so we can have some peace of mind and not pass the deadline and have to pay fines everyday thereafter. We cannot afford these fines.

As you know we are in the restaurant business and we're still performing at 50%.

Please let me know how I can go about getting an extension.

Regards

Ernie Fernandez

Sent from my iPhone

> On Mar 5, 2021, at 2:42 PM, Goizueta, Virginia <vgoizueta@coralgables.com> wrote:

>

> Good afternoon,

>

> Attached please find the Construction Regulation Board order; please be mindful of the deadlines.

>

> I will e-mail you a copy of the recorded order at a later time.

>

> 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

>

>

>

>

ARCBUILDERS

AND GROUP INC.

The RECERTIFICATION Specialist for Three Decades.

7301 S.W. 83 Court
Miami, FL 33143-3821
T (305) 275-6310 | (954) 524-8928
F (305) 275-6309
F2 (888) 744-8925
www.arcbuildersandgroup.com

FACSIMILE/EMAIL TRANSMISSION COVER

TO: EMW LLC
FROM: Rick Hernandez-Capote, R.A.

DATE: 02-10-2021

**RE: Item(s) that will require attention/correction/alteration based on Inspection
Performed on subject property for Re-Certification at:
4019 LE JEUNE RD, CORAL GABLES, FL 33146 (2,865 ASF)**

**Punch List – This is neither a design nor bidding Document nor is it to be used for
permitting purposes.**

**Note: This document is Not the Final Recertification Report rather a Repair/Punch
List as elected by Ownership to allow Ownership the opportunity to address items
if they elect to do so prior to preparation of Formal Report.**

1. Ownership to provide Annual Fire Inspection Report from the City of Coral Gables Fire Department (less than 12 months old) citing no current violations and provide us with a copy.
2. Ownership to provide roof testing, i.e., destructive testing such as moisture and uplift pull test by a certified roof testing company to further determine method of correction. No permit history found. (List of Certified Roof Laboratories: <https://www.miamidade.gov/building/library/guidelines/laboratories.pdf>).
3. Master Electrician to update all antiquated and N.E.C. violations in the in the electrical meter room including sub-panel disconnects, remove exposed high voltage wiring to electrical specialty generator outlet from antiquated sub-disconnect. Remove and replace any and all cloth wiring/conductors, verify all connections, including grounding and bonding of electrical riser. Electrical repair permit and inspection will be required.
Master Electrician to provide letter signed and notarized for the interior panel board repairs done to the back of the house kitchen area.
Existing rear parking and yard requires security illumination for compliance with Section 8C-3 of Miami-Dade County.
4. Ownership to mitigate and remove building department "stop work" order status for the interior commercial work permit No. BL-18-03-4252. (At present this creates a cloud over the property and recertification process).
5. Ownership to clean, prime, and paint entire south wall and reseal any running stucco cracks. All boarded-up windows to be properly blocked and infilled. Repair permit and final inspection will be required.
6. Ownership to provide Notice from the City of Coral Gables.

Architects • Permit Administrators • Special Inspectors • Project Managers •
Violation Experts • General Contractors • Zoning Advisors

LIC. AAC001931 CGCI505483 A.I.A. AR0013379 BN2418 ID0003603

PLEASE REFER TO THE GENERAL NOTES AS PROVIDED HEREIN ON REQUIRED DOCUMENTATION AND PROCEDURE. IT IS THE OWNERS RESPONSIBILITY TO ASSURE YOUR CONTRACTOR IS DULY LICENSED TO PERFORM THE REPAIRS AND THAT PERMIT(S) BE PROPERLY OBTAINED AS MAY BE NECESSARY. COMPLIANCE WITH ALL APPLICABLE CODES AND ORDINANCES IS THE OWNER'S RESPONSIBILITY.

GENERAL NOTES:

Please note: ArcBuilders & Group Inc. is providing this punch list to our client the property owner and we must receive any communications, verbal or written, directly from the property owner. Hence, no telecom, documentation or coordination will be conducted or received from any contractor.

1. Please note this punch list is generated from areas/ units made accessible on day of inspection. Should any, Similar conditions exist in other units/areas it is the owner's responsibility to assure those areas, are corrected as well. Additionally, the subject inspection is limited to the applicable areas of section 8-11(F) of the code of Miami Dade County. NO warranties or guarantees are expressed or implied with this punch list. This punch list is neither for bidding nor permitting purposes. No actual design, supervision or construction services are part of this inspection process by ArcBuilders and Group, Inc.
2. Provide picture documentation of above items in hard-copy format along with other pertinent documentation. Pertinent Documentation from Master Electrician, roofer or other applicable duly licensed contractor stating condition and corrections made to include permit(s) as necessary and a written scope of work on company letterhead with license # and notarized signature of qualifier that has conducted repairs, verifications, etc. Note this punch List is only for those items visible at the time of our Inspection. Other repairs may be necessary as contractor performs repairs. Contractor is responsible for verification and compliance with all applicable Codes and Ordinances. This punch List is Not for Bidding or permitting Purposes.
3. No emails or faxes are acceptable of any documentation submitted for our review. All documentation must be submitted by mail in hard copy format no later than 90 days from the date of inspection. We must rely on the validity of the information you submit, and you will be required to provide a release/hold harmless document in order to include that documentation in our document preparation. As property owner all documentation submitted to be reviewed by us must be complete and allow 10 to 30 working days for regular or 5 to 10 for expedited (additional fee applies for expedited) working days for report to be generated. Upon review of documentation and lapse of applicable time from original inspection we will at our discretion or that of the building department determine if a re-inspection will be required. Please note there will be an additional charge for a re-inspection if it is required after ninety (90) days from the date of our initial inspection.
4. Additionally, please keep in mind that we cannot request any extensions on your behalf or for your property. You are responsible to communicate with the building department regarding any deadlines you may have.
5. Please note that all repairs/corrections/alterations must be performed in compliance with FBC, NEC and applicable codes and ordinances. Time is of the essence.

Architects • Permit Administrators • Special Inspectors • Project Managers •
Violation Experts • General Contractors • Zoning Advisors

LIC. AAC001931 CGCI505483 A.I.A. AR0013379 BN2418 ID0003603

Goizueta, Virginia

From: Lopez, Manuel
Sent: Friday, April 16, 2021 1:10 PM
To: Ernie Fernandez
Cc: Goizueta, Virginia
Subject: RE: Request an extension to the Construction Regulation Board-4019 Lejeune Rd

Please provide the report you now have indicating the deficiencies. If you need to go back to th Board for more time you can do so.

***Manuel Z. Lopez P.E.
Building Official
Development Services Department
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Office: (305) 460-5242***

From: Ernie Fernandez <rebelern@att.net>
Sent: Wednesday, April 14, 2021 12:37 PM
To: Lopez, Manuel <mlopez@coralgables.com>
Cc: Goizueta, Virginia <vgoizueta@coralgables.com>
Subject: Request an extension to the Construction Regulation Board-4019 Lejeune Rd

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

Good afternoon Mr. Lopez,

I would like to appear before the CRB to request an extension for our 50 year recertification. I emailed you yesterday with an explanation,

Regards,

Ernie Fernandez
Caffe Vialetto

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No 21-2018

vs.

Return receipt number:

EMW, LLC
7521 SW 59 St
Miami, FL 33143-1703

7020 3160 0001 1021 7553

Respondent.

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

Date: April 26, 2021

Re: 4019 Le Jeune Rd., Coral Gables, Fl. 33146, LOTS 37 & 38 INC BLK 1, CORAL GABLES
INDUSTRIAL SEC, PB 28-22 and 03-4120-017-0310 ("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 May 10, 2021, at 2:00 p.m.

The Construction Regulation Board Meeting will be holding a regular board meeting on Monday, May 10, 2021, commencing at 2:00 p.m. Only the Board Members and required City Staff will be physically present in the Commission Chambers at Coral Gables City Hall. Members of the public may join the meeting via Zoom at <https://zoom.us/j/92859826458>. In addition, a dedicated phone line will be available so that any individual who does not wish (or is unable) to use Zoom may listen to and participate in the meeting by dialing: 305-461-6769 Meeting ID: 928 5982 6458. Any person wishing to provide testimony must be sworn in and appear by video conference. An individual who wishes to testify but does not have video conference capabilities, may provide testimony by using a dedicated station for video conferencing located in the City Hall courtyard. PLEASE NOTE THAT ALL PERSONS MUST WEAR A FACIAL COVERING/MASK EXCEPT WHEN PROVIDING

EXHIBIT 6

TESTIMONY AND ALL PERSONS MUST MAINTAIN 6 FEET BETWEEN EACH OTHER. To speak on an Agenda Item, please "Raise your Hand" or send a message to one of the meeting hosts using the Zoom Platform. If you joined the meeting via telephone you can "Raise your Hand" by pressing *9.

Please be advised that the following Rules of Procedure will apply:

HEARING:

The video conference platform Zoom will be used for virtual and hybrid CRB hearings. The electronic device (computer, smartphone) must have the microphone, audio, and camera enabled. If you do not have access to an electronic device with audio and a camera enabled, a computer with Zoom capabilities will be available in the courtyard at City Hall.

In advance of the hearing date, please review the following rules of procedure carefully as they contain important instructions and deadlines for submission of exhibits. In addition, please also review Resolution Nos. 2020-74 and 2020-90 which contain general rules of procedure that also apply to hearings before the Construction Regulation Board (available at <https://bit.ly/33byeZy> and <https://bit.ly/3373Hw5>, and also available upon request made to vgoizueta@coralgables.com). Anyone attending a hearing must do so by following these instructions:

1. Go to <https://zoom.us/>.
2. Click on "Join a Meeting" at the top of the page, right of center.
3. Enter the Meeting ID: 928 5982 6458
4. Click "Join"

RULES OF PROCEDURE:

1. A quorum of the members of the CRB must be present in the room. The remaining members of the CRB may appear via Zoom and may vote and participate as they would if they were present in person.
2. The City Attorney and Building Division Staff may appear in person or via Zoom.
3. Witnesses, property owners/representatives, members of the public and other participations shall appear virtually.
4. Upon commencement of the hearing, the Chair of the CRB shall provide an explanation of the hearing procedures.
5. The Chair shall proceed to call the cases listed by the agenda.
6. Once each case is called, those who will be testifying during the hearing shall be sworn in. All persons testifying must appear by video conference as required by the rules of procedure adopted by Resolution No. 2020-90.
7. Each case before the CRB shall be prosecuted by the Building Official or his or her designee.
8. The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses, but fundamental due process shall be observed and shall govern the proceedings. Any relevant evidence shall be admitted if the Chair finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary. Hearsay evidence may be accepted for the purpose of supplementing or explaining any direct evidence, but such hearsay evidence shall not in and of itself be considered sufficient to support a finding or decision unless the evidence would be admissible over objections

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 - a. A list of all proposed exhibits and a copy of the proposed exhibits shall be provided in a format that is easily viewable on the Zoom platform. All exhibits shall be clearly labeled to allow for efficient retrieval and display on the Zoom platform during the hearing.
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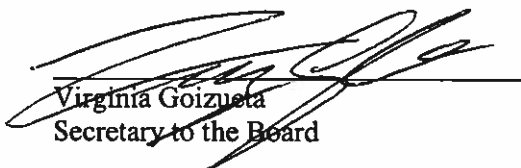
Should you wish to review the Construction Regulation Board case exhibits prior to the hearing, you may access them at <https://coralgables.legistar.com/Calendar.aspx> or email your request to vgoizueta@coralgables.com and include the property address and case number.

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 Virginia Goizueta, Secretary to 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 3:30 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: EMW, LLC c/o Ernesto J. Fernandez Registered Agent 4019 Le Jeune Rd Coral Gables, FL 33134-1310; Continental National Bank 1801 SW 1st St Miami, FL 33135-1901



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Case #: 21-2018

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 4019 LE JEUNE RD, ON APRIL 26, 2021 AT 8:45 a.m. AND
WAS ALSO POSTED AT CITY HALL.

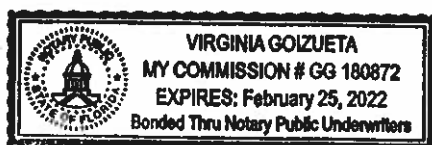
EDUARDO MARTIN
Employee's Printed Name

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 26 day of April, in the year 2021, by
EDUARDO MARTIN who is personally known to me.

My Commission Expires:



[Signature]
Notary Public

CITY'S

EXHIBIT

7





OFF. REC'D.

19874260856

This Instrument Prepared by Mario S. Profeta, Esq.

Address 291 S.W. 27th Avenue
Second Floor
Miami FL 33135

Property Appraisers Parcel ID (Folio #)
Grantee(s) S S #s)

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THIS WARRANTY DEED made the 28th day of August, 2001, by TYJL Corp., whose post office address is 291 S.W. 27th Avenue, Miami, Florida 33135, hereinafter called the grantor, to EMW LLC, a limited Liability Company, whose post office address is 4019 Le Jeune Road, Miami, Florida 33140, hereinafter called the grantee. (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument at the time, legal representatives and assigns of said heirs, heirs, and the successors and assigns of said parties.)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Miami-Dade County, State of Florida, viz:

Lots 37 and 38, Block 1 of Coral Gables Industrial Section, according to the Plat thereof, as recorded in Plat Book 28, at Page 22, of the Public Records of Miami-Dade County, Florida

SUBJECT TO: Taxes for the year 2001 and subsequent years, conditions, restrictions, limitations and easements of record, if any, without intent to reimpose or reinstate same; Applicable zoning ordinances of such governmental authorities having jurisdiction herein.

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

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

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2001.

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

Signed, sealed and delivered
in the presence of:

[Signature]
Witness Signature

Witness Name Printed

MARIO TACHER
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

TYJL, CORP., a Florida Corp.

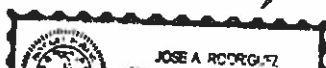
By: [Signature]
MARIO TACHER, President

RECORDED & RETURNED TO
DEPARTMENT OF REVENUE
RECORDS SECTION
HARVEY HUTTEN
TELEPHONE 331-1111

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Mario Tacher, as President of TYJL, Corp. to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that executed the same. *who produced a Florida Drivers License as Identification*

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of August, 2001.

[Signature]
NOTARY PUBLIC



CITY'S

EXHIBIT

9



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

Detail by Entity Name

Florida Limited Liability Company
EMW, LLC

Filing Information

Document Number L01000012880
FEI/EIN Number 65-1126272
Date Filed 08/02/2001
State FL
Status ACTIVE

Principal Address

4019 LE JEUNE ROAD
CORAL GABLES, FL 33134

Mailing Address

7521 S.W. 59TH ST.
MIAMI, FL 33143

Changed: 07/02/2004

Registered Agent Name & Address

FERNANDEZ, ERNESTO J
4019 LEJEUNE RD
CORAL GABLES, FL 33134

Name Changed: 04/26/2013

Address Changed: 04/30/2008

Authorized Person(s) Detail

Name & Address

Title MGR

FERNANDEZ, ERNESTO
4019 LE JEUNE ROAD
CORAL GABLES, FL 33134

CORAL GABLES, FL 33146

Title MGR

CHOPA, MARCELO
4019 LE JEUNE ROAD
CORAL GABLES, FL 33146

Annual Reports

Report Year	Filed Date
2018	04/26/2018
2019	04/17/2019
2020	06/30/2020

Document Images

06/30/2020 -- ANNUAL REPORT	View image in PDF format
04/17/2019 -- ANNUAL REPORT	View image in PDF format
04/26/2018 -- ANNUAL REPORT	View image in PDF format
04/27/2017 -- ANNUAL REPORT	View image in PDF format
04/14/2016 -- ANNUAL REPORT	View image in PDF format
04/22/2015 -- ANNUAL REPORT	View image in PDF format
04/19/2014 -- ANNUAL REPORT	View image in PDF format
04/26/2013 -- ANNUAL REPORT	View image in PDF format
04/27/2012 -- ANNUAL REPORT	View image in PDF format
04/29/2011 -- ANNUAL REPORT	View image in PDF format
04/29/2010 -- ANNUAL REPORT	View image in PDF format
04/22/2009 -- ANNUAL REPORT	View image in PDF format
04/30/2008 -- ANNUAL REPORT	View image in PDF format
04/30/2007 -- ANNUAL REPORT	View image in PDF format
04/27/2006 -- ANNUAL REPORT	View image in PDF format
05/01/2005 -- ANNUAL REPORT	View image in PDF format
07/02/2004 -- ANNUAL REPORT	View image in PDF format
01/21/2003 -- LIMITED LIABILITY CORPORATION	View image in PDF format
04/17/2002 -- ANNUAL REPORT	View image in PDF format
08/02/2001 -- Florida Limited Liabilities	View image in PDF format

This instrument was prepared by and please return to:
Ana Maria Camacho, Esquire
Contreras & Camacho, P.A.
141 Almeria Avenue
Coral Gables, Florida 33134

THIS IS A BALLOON MORTGAGE SECURING AN ADJUSTABLE RATE OBLIGATION. ASSUMING THAT THE INITIAL RATE OF INTEREST WERE TO APPLY FOR THE ENTIRE TERM OF THE MORTGAGE, THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY WOULD BE APPROXIMATELY \$603,069.40 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE. THE ACTUAL BALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST. THE BANK APPLIES ALL PAYMENTS RECEIVED FIRST TO INTEREST AND THEN TO PRINCIPAL. IN CASE OF LATE PAYMENTS PRINCIPAL MAY NOT AMORTIZE ACCORDING TO SCHEDULE AND THE BALLOON PAYMENT WILL BE INCREASED ACCORDINGLY.

MORTGAGE AND SECURITY AGREEMENT

FLORIDA REAL ESTATE MORTGAGE AND SECURITY AGREEMENT, the "Mortgage" is made and entered into as of the 21 day of December 2017, by Vialetto Inc., a Florida corporation and EMW, LLC, a Florida limited liability company, whose respective mailing address is 7521 SW 59 St. Miami, FL 33143 (collectively "Mortgagor"), and CONTINENTAL NATIONAL BANK, a national banking association, ("Mortgagee"), whose address is: 1801 South West First Street, Miami, Florida 33135.

WITNESSETH:

WHEREAS, Mortgagor is justly and lawfully indebted to Mortgagee in the sum of EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$800,000.00), as evidenced by that certain promissory note payable to the order of the Mortgagee (the "Note"), executed by Mortgagor, bearing the same date as this mortgage a true copy of which is recorded herewith, to be paid according to its terms;

NOW, THEREFORE, to secure the payments of the aforesaid indebtedness (the "Loan") and such future or additional advances as may be made by the Mortgagee, as its option, to Mortgagor or Mortgagor's permitted successors in title, provided that all those advances are to be made within twenty (20) years from the date of this Mortgage or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration (the total amount of indebtedness secured by this Mortgage may be decreased and increased from time to time, but the total unpaid balance so secured at any one time shall not exceed One Million Six Hundred and 00/100 Dollars (\$1,600,000.00) plus interest and any disbursement made for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest on those disbursements), Mortgagor hereby grants, bargains, sells, conveys, assigns, transfers, mortgages, pledges, delivers, sets over, warrants, and confirms to Mortgagee:

All those certain lots, pieces, or parcels of land lying and being in MIAMI-DADE County State of Florida (the "Property"), the legal description of which is Lots 37 and 38, Block 1 of Coral Gables Industrial Section, according to the Plat thereof, as recorded in Plat Book 28, at Page 22, of the Public Records of Miami-Dade County, Florida (the "Property").

TOGETHER WITH all and singular the tenements, hereditaments, easements, riparian and other rights now or hereafter belonging or appurtenant thereto, and the rights, if any, in all adjacent roads, ways, streams, alleys, strips and gores; and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claims and demands whatsoever of mortgagor of, in and to the same and of, in and to every part and parcel thereof.

TOGETHER WITH all machinery, equipment, fittings, fixtures, furniture, furnishings, and articles of property of every kind and nature whatsoever (collectively, "Equipment") whether actually or constructively attached to the Property or improvements thereto, now or hereafter owned by Mortgagor and located in, upon or under the Property, any improvements thereto, or any parts thereof and used or usable in connection with any present or future operations of the Property or such improvements, including, without limitations, all heating, air conditioning, air cooling, sprinkling, freezing, lighting, water distribution, electric distribution, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, sewage processing and communication apparatus, fixtures, conduits and attachments; dynamos and generating equipment; engines, pipes, pumps, tanks, motors, switchboards, lifting stations, boilers, ranges, furnaces, oil burners or units thereof; appliances, carpeting, underpadding, vacuum cleaning systems; elevators, escalators; shades, awnings, screens, blinds, storm doors and windows; and any other items of property acquired by Mortgagor, wherever the same may be kept or stored, if acquired with the intent of their being incorporated in and/or used in connection with the Property or any improvements to the Property; together also with all additions thereto and replacements thereof (Mortgagor hereby agreeing, with respect to all additions and replacements, to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm their inclusion herein); all of which foregoing items described in this paragraph are hereby declared to be part of the real estate and covered by this Mortgage;

TOGETHER WITH (a) any and all awards or payments, including interest thereon and the right to receive the same, growing out of or as a result of any exercise of the right of eminent domain, including the taking of the Premises (as defined hereinafter) or any part thereof, or payment for alteration of the grade of any street upon which the Property abuts, or any other injury to, taking of, or decrease in the value of the Premises or any part thereof, to the extent of all amounts which may be owing on the Loan at the date of Mortgagee's receipt of any such award or payment and to the extent of the reasonable attorney's fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment, including appellate proceedings, if any; (b) any unearned premiums on any hazard, casualty, liability, or other insurance policy carried for the benefit of Mortgagor, Mortgagee and/or the Premises (as hereinafter defined); and: (c) Mortgagor's rights in, to, under, by virtue of, arising from or growing out of any and all present or future contracts, instruments, accounts, insurance policies, permits, licenses, trade-names, plans, paid fees, subdivision restrictions or declarations or other intangibles whatsoever now or hereafter dealing with, affecting or concerning the Property, the improvements thereto, or any portions thereof or interest therein, including, but not limited to: (i) all contracts and permits for or related to the Property or the development, construction and/or refurbishing of improvements on the property; (ii) any agreements for the provision of utilities to the Property, (iii) all payments, performance and/or other bonds, and any other related choices-in-action, (iv) any contracts now existing or hereafter made for the sale by Mortgagor of any portion of the Property, including any deposits paid by any purchasers (howsoever such deposit may be held) and any proceeds of such sales contract, including any purchase-money notes and mortgages made by such purchasers, and (v) any declaration of condominium or declaration of covenants, restrictions, easements or similar documents now or hereafter recorded against the title to the Property or any portion thereof; and

TOGETHER WITH (a) all of Mortgagor's rights to encumber further the Property for debt except by such encumbrances having the prior written approval of Mortgagee, which it may grant or withhold in its sole discretion, Mortgagor hereby (i) representing as a special inducement to Mortgagee to make the Loan that, as of the date hereof, there are no encumbrances to secure debt prior or junior to this Mortgage, except as provided in paragraph 5 hereof, if any, and (ii) covenanting that there are none as of the date when this Mortgage is recorded, except as provided in paragraph 5 hereof, if any, and (b) all of Mortgagor's rights to enter into any lease or lease agreement regarding the Property or any part thereof, except for such having the prior written approval of Mortgagee, which it may grant or withhold in its sole discretion;

TO HAVE AND TO HOLD the above-described and granted Property, appurtenances and rights, (collectively, the "Premises") unto Mortgagee in fee simple forever.

PROVIDED, HOWEVER, that these presents are upon the condition that if Mortgagor shall pay or cause to be paid to Mortgagee the principal and all interest payable in respect of the Loan and any future advance made hereunder and any other sums secured by this Mortgage at the time and in the manner stipulated in the Note and herein, all without any deduction or credit for taxes or other similar charges paid by Mortgagor, and shall keep perform and observe all and singular the covenants and promises in the Notes and future advance agreement(s), in any renewals, extensions or modifications thereof, and in this Mortgage expressed to be kept, performed and observed by and on the part of Mortgagor, all without delay, and shall not permit or suffer to occur any default hereunder, then this Mortgage and all the interests and rights hereby granted, bargained, sold, conveyed, assigned, transferred, mortgaged, pledged, delivered, set over, warranted and confirmed shall cease, terminate, and be void, but shall otherwise remain in full force and effect. Mortgagor covenants with and warrants to Mortgagee: (i) that Mortgagor has good and marketable title to the Property, is lawfully seized and possessed of the Property in fee simple and has good right to sell and convey the same; (ii) that the Premises are unencumbered; and (iii) that Mortgagor shall forever warrant and defend the Premises unto Mortgagee against the lawful claims and demands of all persons whosoever, and shall make such further assurances to perfect fee simple title to the Property in Mortgagee as Mortgagee may reasonably require. The parties further covenant and agree as follows:

1. Payments Due Mortgagee.

Mortgagor shall pay all sums due Mortgagee at the time and in the manner provided in the Note, this Mortgage, any instrument evidencing a future advance or any other document related to, evidencing or securing the Loan.

2. Payment of Taxes.

Notwithstanding anything herein to the contrary, Mortgagor shall pay the real estate taxes, for the immediately preceding calendar year, on or before the 30th day of March of each year, and, all taxes, assessments (whether general or special and whether or not payable in installments) and other charges whatsoever for the current year levied on, assessed, placed or made against the Premises or any part thereof, and shall deliver to Mortgagee receipts showing payments in full of the same as soon as such receipts are available. At Mortgagee's option, Mortgagor shall pay to Mortgagee in advance, on a monthly basis, an amount sufficient (as estimated by Mortgagee) for Mortgagee to have in hand in an impound account funds sufficient to pay said taxes, assessments and other charges 30-days prior to the date when the same may first be paid. In no event shall Mortgagee be liable for any interest on any amount held by it in any such impound account. Mortgagor shall furnish to Mortgagee, as soon as it is available, an official statement of the amount of said taxes and assessments next due and Mortgagee shall pay said charges, but only if sufficient funds remain in the impound account. An official receipt therefor shall be conclusive evidence of such payment and of the validity of any such charge. In the event the Mortgagee elects to pay any such taxes or assessments, notwithstanding that there are insufficient funds in the impound account, the amount advanced in excess of such escrowed funds shall be evidence, shall bear interest, shall be secured as provided in paragraph 14 hereof. In the event of any default hereunder, at its option Mortgagee may apply such funds on account of the Loan in any order of priority it may deem appropriate in its Sole discretion. The balance in any such impound account at the

time of any transfer of the title to all of the Premises shall inure to the benefit of a permitted successor owner of the Premises without any specific assignment thereof. Upon payment in full of the Loan, the amount remaining in any such impound account shall be paid over to the owner of record as of the date of such full payment.

3. Insurance.

Mortgagor shall keep any and all buildings and improvements now or hereafter on the Property, the Equipment and all other items of property encumbered hereby insured for their full insurable value, with extended coverage, for the benefit of Mortgagor and Mortgagee by policies with such companies, on such terms, in such form and for such periods as Mortgagee shall require or approve from time to time, against loss or damage by fire, lightning, windstorm, hail, explosion, collapse, riot, riot attending a strike, civil commotion, aircraft, vehicles, flood and smoke and (as, when and to the extent insurance against war risk is obtainable from the United States of America or any agency thereof) against war risks, and when and to the extent required by Mortgagee, against any other risks. Regardless of the types or amounts of insurance required and approved by Mortgagee, Mortgagor shall assign to Mortgagee all policies of insurance which insure against any loss further security for the payment of the Loan, with loss payable to Mortgagee pursuant to a mortgagee insured clause, without contribution, satisfactory to Mortgagee.

If Mortgagor defaults in so insuring the Premises or any part thereof or in so assigning the policies, at its option, and after ten (10) day notice to Mortgagor and opportunity to cure, the Mortgagee may effect such insurance from year to year and pay the premiums therefor, and any such sums paid by Mortgagee shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14. If Mortgagee receives any money for loss or damage by reason of such insurance, at Mortgagee's option such proceeds may be retained and applied by Mortgagee toward the payment of the Loan (in any order of priority Mortgage shall deem appropriate) or disbursed by Mortgagee to Mortgagor, under such safeguards as Mortgagee shall deem appropriate, for the reconstruction, restoration or repair of the damage. (b) In the event of a construction loan with Mortgagee, Mortgagor shall require from its Contractor(s) to obtain and carry, for the benefit of itself and Mortgagee, general public liability insurance in which Mortgagor and Mortgagee are named as insured, with initial limits of not less than EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) as to personal injury or death, and property damage, or such greater or different limits which Mortgagee may require from time to time, with such companies, on such terms, in such form and for such periods as Mortgagee shall approve from time to time. (c) Mortgagor shall also require from its Contractor(s) to obtain and carry such workers compensation insurance coverage as may be required by law, and, during any period of construction on the Property, Mortgagor shall require of its contractors that they obtain and carry adequate contractor's liability insurance and workers' compensation insurance. (d) In the event of a foreclosure of this Mortgage, the purchaser of the Premises shall succeed to all the rights of Mortgagor, including any right to unearned premiums, in and to all policies of insurance described in this paragraph. (e) Not less than thirty (30) days prior to the expiration date of each policy required pursuant to this paragraph, Mortgagor shall deliver to Mortgagee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Mortgagee. (f) Each such policy shall be non-cancelable without at least thirty (30) days advance written notice to Mortgagee. (g) at Mortgagee's option Mortgagor shall pay to Mortgagee, in advance, on a monthly basis, an amount sufficient (as estimated by Mortgagee) for Mortgagee to have in hand in an impound account, funds sufficient to pay said insurance premiums thirty (30) days prior to the date on which the same are due. In no event shall Mortgagee be liable for any interest on any amount held by it in any such impound account. Mortgagor shall furnish to Mortgagee a statement of the amount of said insurance premiums when next due and Mortgagee shall pay said insurance premiums, but only if sufficient funds remain in the impound account. A receipt therefor from the insurance agent shall be conclusive evidence of such payment and of the validity of any such charge. In the event that Mortgagee elects to pay any such insurance premium, notwithstanding that there are insufficient funds in the impound account, the amounts advanced in excess of such funds shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14 hereof. In the event of any default hereunder, at its option Mortgagee may apply such funds on account of the Loan in any order or priority it may deem appropriate, in its sole discretion. The balance in any such impound account at the time of any transfer of the title to all of the premises shall inure to the benefit of a permitted successor owner of the premises without any specific assignment thereof. Upon payment in full of the Loan, the amount remaining in any such impound account, shall be paid over to the owner of record as of the date of such full payment.

4. Use and Maintenance.

Mortgagor shall maintain and operate, and do everything necessary to maintain and operate, the premises in good condition and repair, and in a first class manner, shall not commit or suffer any waste of the premises, and shall comply with (or cause compliance with) all restrictive covenants applicable thereto and all statutes, ordinances and requirements of any governmental authorities having jurisdiction over the premises or the use thereof. Mortgagor shall promptly pay all utility fees for services provided to the property and/or improvements thereto. Mortgagor shall complete and pay for, within a reasonable time, any improvements and any structures at any time in the process of construction on the property. Mortgagor shall not initiate join in or consent to any new (or any change in any existing) private restrictive covenants, zoning ordinances, master plan, site plan, easement, or other public or private restrictions limiting or defining the uses which may be made of the premises or any part thereof without the prior written approval of the Mortgagee, which it may grant or withhold in its sole discretion.

5. Further Encumbrances.

Mortgagor shall not grant any other lien or mortgage on the premises, any portion thereof or interest therein without the prior written consent of the mortgagee, which it may grant or withhold in its sole discretion. Mortgagor shall not commit or suffer or permit to occur any act or omission whereby any of the premises or any interest therein shall become subject to any attachment, judgment, lien, charge or other encumbrance whatsoever, or whereby any of the security represented by this mortgage shall be impaired or threatened.

6. Possession by Third Parties.

Without the prior written consent of the Mortgagee, which Mortgagee may grant or withhold at its sole discretion, no third party shall be permitted to possess or occupy the Premises.

7. Assignment of Leases.

(a) As further security for the repayment of the Loan, Mortgagor hereby assigns and transfers to Mortgagee all rents, issues and profits of the Premises and all right, title and interest of Mortgagor in and under all leases (and any extensions and renewals thereof) now or hereafter affecting the premises (the "Leases"). Mortgagor hereby empowers Mortgagee, its agents or attorneys, to collect, sue for, 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. (b) 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): (i) that each such copy delivered or to be delivered to Mortgagee is true, correct and complete; (ii) that Mortgagor has not previously assigned or pledged any Lease or any interest therein to any person other than Mortgagee; (iii) that all the Leases are in full force and effect; (iv) that each lessee thereunder has accepted its respective premises and is paying rent on a current basis; (v) that no default exists on the part of such lessees or Mortgagor as lessor in their respective performance of the terms, covenants, provisions and agreements contained in the Leases; (vi) that no rent has been paid by any of the lessees for more than two months in advance; and (vii) that no payment of rent to accrue under the Leases has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor directly or indirectly, whether by assuming any Lessee's obligations with respect to other premises or otherwise. (c) 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 lessor and the lessee thereunder; (ii) that without the prior written consent of Mortgagee, which it shall not unreasonably withhold or deny, Mortgagor shall not terminate, modify or amend any Lease or any guarantee thereof or any term of either, nor grant any concessions in connection therewith (either orally or in writing) nor accept any surrender thereof, and that any attempted termination, modification, amendment, concession or surrender without the written consent shall be null and void; (iii) that Mortgagor shall not collect more than two month's 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 rent, nor suffer or permit to arise in favor of any lessee any release of liability or any right to withhold payment of rents, nor take any action nor exercise any right of election which would in any way diminish any Lessee's liability or have the effect of shortening the stated term of any Lease; (iv) that Mortgagor shall perform all of Mortgagor's covenants and agreements as Lessor under each Lease and shall promptly send Mortgagee copies of any Notice of alleged default on the part of the Mortgagor as lessor received from any lessee 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 lessees 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 lessee'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 now or hereafter affecting the Premises. (d) No liability shall be assumed by or asserted or enforced against Mortgagee in connection with the exercise of the powers herein granted Mortgagee, all such liability being hereby expressly waived and released by Mortgagor.

Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under any Lease or by reason of this assignment, and Mortgagor hereby indemnifies and holds Mortgagee harmless of and from any and all liability, loss, claim, damage, costs and attorney's fees which Mortgagee may or might incur under any Lease or by reason of this assignment, and of and from 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. (e) 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 or any other document at any time executed by Mortgagor with respect to the Loan, 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 right of Mortgagor to collect or receive rents or profits shall wholly terminate upon notice from Mortgagee. The lessees 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 lessees' 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 shall have actually occurred or is then existing.

8. Takings.

Notwithstanding any taking by eminent domain, alteration of the grade of any street, or other injury caused by any public or quasi-public authority or person, Mortgagor shall continue to pay interest on the entire principal and other sum(s) secured hereby until any award or payment shall have been actually received by Mortgagee and applied by Mortgagee against the Loan. At Mortgagee's option any such award or payment may be retained and applied by Mortgagee, in whole or in part, toward payment of Loan, in any order of priority which Mortgagee may deem appropriate in its sole discretion, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade or other injury to the Premises, or for any other purpose or object satisfactory to Mortgagee, in its sole discretion. If at the time of Taking, Mortgagor is not in default and Mortgagee applies any award or payment to fully pay off the Loan and any Advances made under the Loan pursuant to paragraph 14, then after payment of the Loan, Advances, costs and fees, including reasonable attorney's fees incurred by the Mortgagee, any amount in excess of the then Principal amount owed, together with interest, fees and costs, shall be the sole property and belong to the Mortgagor.

9. Further Instruments.

Mortgagor shall execute and deliver to Mortgagee, from time to time and on demand, any further instruments (and pay the costs of preparation and recording thereof), including but not limited to mortgages, security agreements, financing statements, assignments and renewal and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligations secured hereby and the legal security title of Mortgagee to all or any part of the property intended to be mortgaged hereby, whether now mortgaged, later substituted for other collateral, or acquired subsequent to the date of this Mortgage.

10. Estoppel Letters.

Upon request made either personally or by mail, Mortgagor shall certify, by a duly acknowledged writing, to Mortgagee or to any proposed assignee of this Mortgage, the amount of principal and interest then owing on the Note and whether any offsets or defenses exist against the Loan, such certification to be provided within ten (10) days after Mortgagor's receipt of such request.

Releases. There are no partial release provisions.

Inspection; Management Watchmen.

Mortgagee any person authorized by Mortgagee shall have the right, from time to time at the discretion of the Mortgagee, to enter and inspect the Premises. The operation of the Premises shall at all times during the terms of the Loan be under the supervision and management of competent management personnel reasonably satisfactory to Mortgagee.

At any time after default by Mortgagor in the performance of any of the terms, covenants or provisions of the Note, this Mortgage or any other Loan Document, if Mortgagee shall determine, in its sole discretion, that the management or maintenance of the Premises is unsatisfactory, Mortgagor shall employ as managing agent of the Premises, for the duration of such default and at Mortgagor sole expense, any person(s) designated from time to time by Mortgagee.

11. Information Furnished.

Mortgagor shall promptly furnish to Mortgagee any financial or other information regarding Mortgagor or the premises which Mortgagee may reasonably request from time to time. Mortgagor shall deliver to Mortgagee, within ninety (90) days after the close of each fiscal year of Mortgagor, a financial statement of Mortgagor in such reasonable detail as Mortgagee may deem appropriate in its reasonable discretion. Mortgagor shall provide Mortgagee with a copy of its Federal Tax Return within thirty (30) days of the filing due date each year during the life of the Loan, and in the event that Mortgagor files an extension, then no later than the last day on the month when such Federal Tax Return is due.

12. Default.

At Mortgagee's option, the whole of the principal sum, interest and other sums secured hereby shall immediately, or at any time thereafter, become due and payable and Mortgagee shall immediately have all the rights accorded Mortgagee by law and hereunder to foreclose this Mortgage or otherwise to enforce this Mortgage, the Note and any other Loan Document, after the expiration of any cure period which may be applicable:

(a) after default in the payment of any installment of interest under the Note, or after default on the payment of principal under the Note when due; (b) after default under the payment of any tax, assessment, utility charge or other charge against the Premises or any part thereof as and when required by this Mortgage; (c) after default in the re-payment of any sum paid or advanced by the Mortgagee under any of the terms of this Mortgage (with interest thereon), as provided in Paragraph 14; (d) upon the actual waste, removal, demolition, material alteration or enlargement of any building, or other improvements on the property without the prior written consent of the Mortgagee (which it may grant or withhold in its sole discretion), or upon the commencement of unpermitted construction of any new building(s) or other improvements on any part of the Property; (e) upon default in obtaining, assigning, delivering or keeping in force the policies of insurance required by paragraph 3, which failure is not remedied within ten days after written notice of the same from Mortgagee; (f) upon additional assignment by Mortgagor of the whole or any part of the rent, income or profits arising from the Premises or any part thereof without the prior written consent of the Mortgagee, which it may grant or withhold in its sole discretion; (g) after Mortgagor's failure to remove any involuntary liens on the Premises or any part thereof within thirty (30) days after its filing; (h) after Mortgagor's failure to comply within ten (10) days with a requirement, order or notice of violation of a law, ordinance, or regulation issued or promulgated by any political subdivision of governmental entity claiming jurisdiction over the property

or any operation conducted on the property, or after Mortgagor's failure to comply within ten (10) days with any notice of violation of any restrictive covenant affecting the property and/or the construction of improvements thereon from any party entitled to enforce such covenant (or, if such order or notice provides a time period for compliance, upon Mortgagor's failure to comply within such period), or in the case of a non-compliance which cannot be cured within the said period, in the event that Mortgagor shall not commence to comply with the said order or notice within the said period and shall not, thereafter, diligently pursue such cure to completion; (i) upon the filing by the United States of America or any instrumentality thereof in any court of competent jurisdiction of any notice of intention to acquire under the power of eminent domain any estate less than an estate in fee simple in the entire property, or upon the recording by the State of Florida, any instrumentality thereof or any other person with eminent domain powers, of a notice of the taking of any estate less than an estate in fee simple in the entire property; (j) upon the filing by or against Mortgagor of any petition or application for relief, extension, moratorium or reorganization under any bankruptcy, insolvency or debtor's relief law of the United States, or any state thereof, which, in the case of a petition filed against Mortgagor, remains un-dismissed for thirty (30) days; (k) if Mortgagor shall make an assignment for the benefit of creditors, or enter (as a debtor) into any trust or mortgage arrangement or become a party (as a debtor) to any receivership proceeding; (l) in the event of further encumbrances for debt, or transfer of control of, or change in the legal or equitable ownership if the Premises, any part or portion thereof or interest therein, or a change in the management of the Premises, without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion; (m) if Mortgagor becomes insolvent; (n) in the event any statement, certificate or representation made to Mortgagee by or on behalf of Mortgagor and/or any guarantor of the Loan in connection with the Loan, shall prove to be at any time incorrect in any respect deemed material by Mortgagee, in its reasonable discretion, and which is not corrected within ten (10) days after written notice of same from Mortgagee; (o) upon default under the terms of the Commitment Letter and Credit Agreement, if any, executed between the parties, after thirty (30) day notice; (p) upon default under the terms of paragraph 26, as may be applicable, unless such default consists of a default under the terms of any instrument described in paragraph 26 which provides a grace period therefor, in which case Mortgagee shall not exercise any of its rights under this paragraph if Mortgagor cures such default within such grace period; or (q) upon default in the observance of performance of any other covenant(s) or agreement(s) of Mortgagor, the occurrence of any other event prohibited by the terms of this Mortgage, or the violation of any other provision of this Mortgage.

13. No waiver by consent.

No consent or waiver expressed or implied by Mortgagee to or for any default by Mortgagor under this Mortgage shall be construed as a consent or waiver to or of any further default of the same or a different nature; and no consent or waiver shall be deemed or construed to exist by reason of any course of conduct or in any other manner whatsoever except by a writing duly executed by Mortgagee, and then only for the single occasion to which such writing is addressed.

14. Advances Hereunder.

In the event of any default in the performance of any of Mortgagor's covenants or agreements contained in this Mortgage and/or the violation of any terms of this Mortgage, at its option Mortgagee may cure the default or take any other action it deems necessary or desirable (in its sole discretion) to protect its security; and, in the event Mortgagee shall be required (or shall elect) to advance at any time any sum(s) to protect its security interest or for any other reason permitted or provided by any of the terms or provisions contained in this Mortgage, such sum(s) shall be deemed Loan funds, shall be evidenced by the Note, shall bear interest until paid at the "Default Rate" provided in the Note commencing on the date they are advanced by Mortgagee, and shall be secured by this Mortgage.

If advanced by Mortgagee prior to the (natural accelerated) maturity date of the Loan, such sum(s) shall be due and payable by Mortgagor on such maturity date or ten (10) days following Mortgagor's receipt of demand therefor, whichever is earlier, but if advanced after the (natural or accelerated) maturity date, such sum(s) shall be due and payable immediately without demand. Mortgagee's lien therefor on the Premises shall be prior to any right or title to, interest in, or claim upon the Premises, or any portion thereof, junior to the lien of this Mortgage.

15. Receiver.

In any action to foreclose this Mortgage, or upon the actual or threatened waste to any part of the Premises, Mortgagee shall have the right to apply, without prior notice to Mortgagor, for the appointment of a receiver of the Premises, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due Mortgagee or the solvency of any person liable for the payment of such amounts.

16. Remedies.

The rights of Mortgagee arising hereunder, under the Note or under any other document executed at any time in connection with the Loan, and the rights allowed or permitted Mortgagee by law or equity, shall be separate, distinct and cumulative, and the selection of one remedy shall not preclude the selection of another or other remedies until Mortgagee shall have recovered all sums due it, together with the appropriate interest thereon and all costs of collection, including attorney's fees and appellate attorney's fees, with interest thereon. In case of any foreclosure sale, the Premises may be sold in one parcel and as an entirety or in such parcels, manner or order as Mortgagee, in its sole discretion, may elect.

17. Additional Tax.

In the event of the passage after the date of this Mortgage of any federal, state or local law (a) deducting from the value of real property the balances of any lien(s) thereon for the purposes of ad valorem taxation,

or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for federal, state, or local purposes, or changing the manner of the collection of any such taxes, and (b) imposing either directly or indirectly a new tax on this Mortgage, the Note or the holder thereof, then Mortgagee shall have the right to declare the Loan due on a date to be specified by not less than ninety (90) day notice to Mortgagor; provided, however, that such election shall be ineffective if Mortgagor is permitted by law to pay the whole of such tax (without such payment being deemed to be interest or a payment in the nature of interest) in addition to all other payments required hereunder and if Mortgagor, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed, in which case such agreement shall constitute a modification of this Mortgage.

18. Stamps and Taxes.

If at any time the State of Florida shall determine that the intangible tax paid in connection with this Mortgage is insufficient or that the documentary stamps affixed hereto are insufficient, and that additional tax should be paid or that additional stamps should be affixed, Mortgagor shall pay for the same, together with any interest or penalties imposed in connection with such determination, and Mortgagor hereby indemnifies and holds Mortgagee harmless therefrom. If any such sums shall be advanced by Mortgagee, they shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14.

19. Fees and Expenses.

If Mortgage shall incur or expend any sums, including reasonable attorney's fees, whether or not in connection with any action, proceeding or appeal, to sustain the lien of this Mortgage or its priority, or in any other action, proceeding or appeal, or to protect or enforce any of its rights hereunder, or to recover any indebtedness secured hereby, or for any title examination or title insurance policy relating to the title to the Property, all such sums shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14.

20. Uniform Commercial Code.

This Mortgage is a security agreement (as defined in the Uniform Commercial Code), and the original, a carbon, photographic, or other reproduction of either this Mortgage or a financing statement shall be sufficient as financing statement under the Uniform Commercial Code. The remedies for any violation of the covenants, terms and conditions of the agreements contained in this Mortgage shall be as prescribed (i) in this Mortgage, (ii) by general law or (iii) as to any items included in the definition of the Premises that may also be listed in any field financing statement, by the specific statutory provisions now or hereafter enacted and specified in the Uniform Commercial Code, all at Mortgagee's sole election. Mortgagor and Mortgagee agree that the filing of such a financing statement in the records normally pertaining to personal property shall never be construed as derogating from or impairing in any way this hereby declared intention of the parties hereto that everything used in connection with the production of income from the Premises or described or reflected in this Mortgage is (and at all times, for all purposes and in all proceedings, both legal and equitable, shall be regarded as) part of the real estate to the fullest extent permitted by law. This provision governs, irrespective of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain items of Equipment capable of being thus identified in a recital contained herein or in a list filed with Mortgagee, or (iii) any such items is referred to or reflected in any such financing statements so filed at any time. Similarly, the mention in any such financing statement (a) the rights in or the proceeds of any insurance policy, (b) any award in eminent domain proceedings for taking a 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 or to impugn the priority of the interests of Mortgagee granted in this Mortgage or by any other recorded instrument; such mention in a financing statement is declared to be for the protection of Mortgagee in the event any court shall hold with respect to (a), (b), (c), or (d) that notice of Mortgagee's priority of interest, to be effective against a particular class of persons, including but not limited to the federal government and any subdivision or entity of the federal government, must be filed in the Uniform Commercial Code records.

21. Payments on Behalf of Others.

Any payment made in accordance with the terms of the Note or this Mortgage by any person at any time liable for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage, by any subsequent owner of the Premises, by any other person whose interest might be prejudiced in the event of a failure to make such payment, or by any partner, stockholder, officer or director of a person which at any time might be liable for such payment or may own or have such an interest in the Premises, shall be deemed, as between Mortgagee, on one hand, and all persons who at any time might be liable or may have an interest in the Premises, as aforesaid, on the other to have been made on behalf of all such persons.

22. Partial Payments

Mortgagee's acceptance of any payment which is less than full payment of all amounts due and payable to Mortgagee at the time of such payment, even if made by someone other than the obligor, shall not constitute a waiver of Mortgagee's right to exercise its option to accelerate the maturity date of the Loan or exercise any other rights of the Mortgagee.

23. Transfers.

Without the prior written consent of the Mortgagee, which it may grant or withhold in its sole discretion, neither the whole nor any portion of the legal or equitable title to the whole, or any portion of the

Premises or any interest therein shall in any manner be sold, conveyed or transferred, either voluntarily or by operational law.

24. Notices.

Shall be in writing and by personal delivery or by prepaid certified mail (return receipt requested) as follows:

To Lender:

c/o Julio Valle, Vice President
Continental National Bank
1801 SW 1 Street, Miami, Florida 33135
(305) 642-2440

With copy to:

Contreras & Camacho, P.A.
Attn: Ana Maria Camacho, Esquire
141 Almeria Avenue, Coral Gables, Florida 33134
(786) 594-0180 ext. 307 or ext. 311
Fax: 786-594-0187

To Borrower:

Vialetto Inc., a Florida corporation
7521 SW 59 St. Miami, FL 33143
Attn: Ernesto Fernandez, President

To Borrower:

EMW, LLC, a Florida limited liability company
7521 SW 59 St. Miami, FL 33143
Attn: Ernesto Fernandez, Manager and Marcelo Chopa, Manager

25. Governing Law; Severability.

This Mortgage shall be governed by, and construed and enforced in accordance with, the law of the State of Florida, excepting only that federal law shall govern to the extent that it may permit Mortgagee to charge, from time to time, interest on the Loan at a higher rate than may be permissible under Florida Law. If, from any circumstances whatsoever fulfillment of any provision of this Mortgage or the Note shall transcend the limit of validity prescribed by the applicable usury statute or any other law then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; so that in no event shall any exaction be possible under this Mortgage or Note that is in excess of the limit of such validity, but such obligation shall be fulfilled to the limit of such validity. Mortgagor and Mortgagee intend that of all of the provisions hereof shall be valid and enforceable as specifically set forth. Any judicial determination that any provision hereof is not valid or enforceable as specifically set forth shall not result in such provision being declared invalid, but the same shall be deemed modified in such a manner so as to result in the same being valid and enforceable to the maximum extent permitted by law. As to any portion that is actually determined by a court of competent jurisdiction to be invalid, it is the intention of Mortgagor and Mortgagee that the remainder of the document (or, if applicable, clause, paragraph, or article) shall be enforced as written, and the declaration of invalidity shall apply only to the clause, paragraph or article in question. The terms of this paragraph shall control any contrary provisions in the Note or this Mortgage, anything therein or herein to the contrary notwithstanding.

26. Cross-Collateralization. Intentionally deleted.

27. Miscellaneous.

(a) Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall include any subsequent owner(s) of the Premises, the word "Mortgagee" shall include any subsequent holder of this Mortgage, the word "Note" shall include any renewal and additional note that hereafter may be issued secured by this Mortgage; the word "person" covers corporations, partnerships, unincorporated associations, joint ventures and other juridical persons in addition to natural persons; pronouns of any gender shall include the other genders; and either the singular or plural shall include the other. (b) This Mortgage shall be binding upon the parties hereto and their respective successors and assigns, and it shall inure to the benefit of the Mortgagee and its successors and assigns and Mortgagor and its permitted successors and assigns. (c) This mortgage may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, shall constitute but one instrument. (d) This Mortgage cannot be changed except by an agreement in writing signed by the party against whom enforcement of the change is sought. (e) Captions and Headings in this Mortgage are for convenience only and shall not affect its construction.

28. Debt Service Coverage Ratio: So long as any Indebtedness shall remain outstanding, Mortgagor shall maintain a debt service coverage ratio ("post distributions") of not less than 1.2X. As used herein, debt service coverage ratio ("DSCR") shall be defined as the net income plus interest plus depreciation plus amortization plus or minus extraordinary and non-recurring items less distributions divided by total required principal and interest payments for the period. Mortgagee shall test the DSCR on an annual basis on the date of Mortgagor's Fiscal Year End.

29. Financial Reporting and Financial Covenants: Mortgagor will deliver to Mortgagee, with reasonable promptness but in no event later than March 30th of each year (i) a Personal Financial Statement (if an

individual), or, of an entity, then the Company Prepared Business Financial Statement (BFS) prepared for Mortgagor in form and substance comparable to the PFS or BFS dated for the Fiscal Year End (FYE) December 31, 2016 as provided to the Mortgagee. The PFS or BFS shall include all financial information for the Mortgagor, and as applicable, shall include (a) a balance sheet and (b) statement of profit and loss setting forth in each case, in comparative form, figures for the preceding year; and (ii) the Personal Tax Return (if an individual), or the Corporate Tax Return, if an entity, inclusive of the K-1 Schedule. In the event an extension is filed then copy of the extension for the personal and/or corporate tax return shall be provided by April 15th followed by copy of the actual tax return no later than September 30th of each year for the corporate tax return and October 30th of each year for the personal tax return; and (iii) Mortgagor shall ensure that Mortgagee is provided with a copy of the company prepared business financial statement for the Guarantor, if an entity, or the personal financial statement if an individual, on an annual basis throughout the life of the Loan within one hundred twenty (120) days of December 31; and (iv) If applicable, Mortgagor shall ensure that Mortgagee is provided with a copy of the personal federal income tax return and the Real Estate Schedule for and pertaining respectively to an individual Guarantor, or if a corporate guarantor, then a copy of the Corporate Tax Return, the same to be provided on an annual basis during the life of the Loan within fifteen (15) days of filing and in no event later than the deadline for the due date on the filing of the tax return or any extension requested.

(a) Throughout the term of this Mortgage, Mortgagor with reasonable promptness, will deliver to Mortgagee such other information with respect to Mortgagor as Mortgagee may reasonably request from time to time. All financial statements of Mortgagor shall be prepared in accordance with GAAP, shall be delivered in duplicate and shall be certified by the President. All annual financial statements shall be company prepared.

All financial statements of Mortgagor shall be prepared in accordance with GAAP, shall be delivered in duplicate and shall be certified by the President of Mortgagor, if Mortgagor is a limited liability company. Such statement shall be accompanied by the certificate of the President of Mortgagor, if applicable, stating that he knows of no Event of Default, nor of any default which after notice or passage of time or both would constitute an Event of Default, which has occurred and is continuing, or, if any such default or Event of Default has occurred and is continuing, specifying the nature and period of existence thereof and what action Mortgagor has taken or proposes to take with respect thereto, and, except as otherwise specified, stating that Mortgagor has fulfilled all its obligations under this Mortgage which are required to be fulfilled on or prior to the date of such certificate. All annual financial statements shall be compiled and reviewed and audited by a certified public accountant satisfactory to Mortgagee. Failure of Mortgagor to do any or all of the above shall be deemed an Event of Default along with any and all other Event of Default(s) as may be defined in the Loan Documents.

Mortgagor will keep adequate records and books of account in accordance with generally accepted accounting principles ("GAAP") and will permit Mortgagee, by its agents, accountants and attorneys, to visit and inspect the Premises and examine its records and books of account and to discuss its affairs, finances and accounts with the officers of Mortgagor upon reasonable notice to Mortgagor, at such reasonable times as may be requested by Mortgagee.

30. If at any time Mortgagee shall deem it necessary to obtain a current appraisal of the Premises, Mortgagee may, at Mortgagor's sole cost and expense, engage the services of an appraiser to provide a current appraisal of the Premises and Mortgagor shall timely pay to such appraiser all fees and expenses charged for such appraisal or if Mortgagee shall have paid for such appraisal, Mortgagor shall reimburse Mortgagee for same within ten (10) days of demand.
31. **Loan to Value Ratio:** Mortgagor shall maintain a loan to value ratio (LTV) not to exceed 70% which means that the outstanding principal balance due, together with all unpaid interest which shall have accrued thereon, shall not exceed 70% of the fair market value of the Premises at the time of any such determination. Combined loans from Mortgagee to the Mortgagor, including any loan that Mortgagee may have provided to Guarantor, individually or under a corporate name, shall not exceed 70% LTV. Fair market value shall be determined by Mortgagee from time to time by reference to acceptable guides and indices and/or appraisals or such other means as Mortgagee, in its discretion, deems appropriate. In the event that Mortgagee shall at any time determine that the loan to value ratio is greater than 70% as stated herein, Mortgagor shall within ten (10) days of notice and demand by Mortgagee, either reduce the loan amount or pledge such additional collateral as may be acceptable to Mortgagee in order to maintain the required loan to value ratio. Mortgagor's failure to either reduce the loan balance as necessary or satisfy Mortgagee's demand for additional collateral acceptable to it within ten (10) days of notice having been given by Mortgagee as required by paragraph 24 shall be considered a default hereunder.
32. **Assurance of Compliance:** Mortgagor shall, at all times relevant to the Loan, be and remain in compliance with all obligations, provisions, requirements and similar matters that are binding upon the Mortgagor pursuant to that certain lease agreement with Vialto Inc. Mortgagor's failure to comply shall be deemed by the Mortgagee as a material breach of the loan and, at Mortgagee's sole option, shall be deemed an event of default under the terms of the Mortgage, this default being in addition to any and all other events of default defined within the Loan Documents.

Signature Page Follows

THE PROMISSORY NOTE SECURED BY THIS MORTGAGE (TRUE COPY ATTACHED) IS FOR EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$800,000.00) and IS PAYABLE TO CONTINENTAL NATIONAL BANK, a national banking association having its principal offices at: 1801 SW First Street, Miami, Florida 33135.

THIS IS A BALLOON MORTGAGE SECURING AN ADJUSTABLE RATE OBLIGATION. ASSUMING THAT THE INITIAL RATE OF INTEREST WERE TO APPLY FOR THE ENTIRE TERM OF THE MORTGAGE, THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY WOULD BE APPROXIMATELY \$603,069.40 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE. THE ACTUAL BALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST. THE BANK APPLIES ALL PAYMENTS RECEIVED FIRST TO INTEREST AND THEN TO PRINCIPAL. IN CASE OF LATE PAYMENTS PRINCIPAL MAY NOT AMORTIZE ACCORDING TO SCHEDULE AND THE BALLOON PAYMENT WILL BE INCREASED ACCORDINGLY

WITNESS the due execution hereof as of the date first above written.

Signed, sealed, delivered and witnessed
in the presence of:

Witness Signature

Printed Name:

Ana M. Camacho

Witness Signature

Printed Name:

Lisbet Champo

Borrower:

Vialetto Inc., a Florida corporation

By:

Name: Ernesto Fernandez

Title: President

EMW, LLC, a Florida limited liability company

By:

Name: Ernesto Fernandez

Title: Manager

By:

Name: Marcelo Chopa

Title: Manager

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

SS:

I hereby certify that on this day, December 21, 2017, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Ernesto Fernandez as President of Vialetto Inc., a Florida corporation and Ernesto Fernandez and Marcelo Chopa, each as Manager of EMW, LLC, a Florida limited liability company, who presented a Florida Driver's License as identification. They are known to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same.



ANA MARIA CAMACHO
MY COMMISSION # FF192040
EXPIRES April 19 2019
FloridaNotaryService.com

Notary Public - State of Florida

Print Name: Ana M. Camacho

My commission expires:

NOTARY RUBBER STAMP SEAL

PROMISSORY NOTE (the "Note")
 (Secured by Real Property in MIAMI-DADE)
 \$800,000.00
 DATE: December 21, 2017

Miami, Florida

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of CONTINENTAL NATIONAL BANK, ("BANK"), at its principal place of business at 1801 SW First Street, Miami, Florida 33135, or at such other place as the holder hereof from time to time may designate in writing, the principal sum of EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS, (\$800,000.00) together with a fixed rate of interest thereon of Four and One Half Percent (4.50%) ("Interest Rate") for the seven (7) year term of the loan ("Term Loan") until the date of maturity, defined as December 21, 2024 ("Maturity Date") amortized over a period of twenty (20) years from the commencement, to commence from date of execution hereof as more specifically described hereinabove. Both principal and interest payable in lawful Money of the United States, such principal sum and interest payable as follows;

THIS IS A SEVEN (7) YEAR NOTE calling for a total of eighty three (83) consecutive monthly payments of principal and interest in the amount of \$5,089.41 at the Interest Rate amortized over a period of twenty (20) years and one final balloon payment on the Maturity Date in the approximate amount of \$603,069.40 consisting of the principal outstanding and interest. Monthly payments are computed on an "actual/360 day" basis. The Actual/360 day computation determines the annual effective yield by taking the stated (nominal) rate for a year's period and then dividing said rate by 360 to determine the daily periodic rate to be applied for each day in the applicable period. Application of the Actual/360 computation produces an annualized effective interest rate exceeding that of the nominal rate. The Bank applies all payments received first to interest and then to principal. In case of late payments principal may not amortize according to schedule and the final payment will be increased accordingly. The first payment shall be due thirty (30) days from the date of closing and payments shall continue on the same day of each and every consecutive month thereafter until Maturity at which time the Loan is due and payable in full.

Prepayment:

From date of this Note until and including December 21, 2018 Borrower may make prepayments of principal under this Note, provided, however, if Borrower makes a prepayment in an amount which exceeds 20% of the outstanding principal balance of this Note during said period, Borrower shall pay a fee in an amount equal to three percent (3%) of the outstanding principal balance of this Note; thereafter from December 21, 2018 until and including December 21, 2019 Borrower may make prepayments of principal under this Note, provided, however, if Borrower makes a prepayment in an amount which exceeds 20% of the outstanding principal balance of this Note during said period, Borrower shall pay a fee in an amount equal to two percent (2%) of the outstanding principal balance of this Note; thereafter from December 21, 2019 until and including December 21, 2020 Borrower may make prepayments of principal under this Note, provided, however, if Borrower makes a prepayment in an amount which exceeds 20% of the outstanding principal balance of this Note during said period, Borrower shall pay a fee in an amount equal to one percent (1%) of the outstanding principal balance of this Note; and, thereafter Borrower may make prepayments of principal under this Note without penalty or premium. Such prepayment fees shall be in addition to any early termination fee(s) due under any swap agreement(s). Any prepayment under this Note shall be applied to the outstanding principal balance of this Note in any manner determined by Lender, in its sole discretion. No prepayment shall cause a re-amortization of the outstanding principal balance under this Note. Notwithstanding the above, if the property serving as collateral for the Note is sold in an Arm's Length Transaction, there shall be no prepayment required.

The maker and endorser of this Note further agree to waive demand, notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. If this Note (interest, principal or both) is payable in installments then, in the event that any payment is overdue for ten (10) days or more, there will be a penalty imposed of Five Percent (5.00%) of the late payment due. If this Note is payable at Maturity or there is a balloon payment due at Maturity, then, in the event that any payment is overdue for ten (10) days or more, the interest on the total principal balance due shall increase, up to the maximum amount permitted by law until interest and principal are fully paid.

Maker is in default under this Note if Maker does not make a payment when due under this Note, or if Maker or operating company; A) Fails to do anything required by this Note and other Loan Documents; B) Defaults on any other loan with Bank; C) Does not preserve or account to Bank's satisfaction for any of the Collateral or its proceeds; D) Does not disclose, or anyone acting on their behalf does not disclose any material fact to Bank; E) Makes or anyone acting on their behalf makes a materially false or misleading representation to Bank; F) Defaults on any loan or agreement with another creditor, if Bank believes the

Borrower/Maker: [Signature] (Vialeto Inc., a Florida corporation and EMW, LLC, a Florida limited liability company)

Page 2 of 2 – Note (Violetto Inc / EMW, LLC)

default may materially affect the Maker's ability to pay this Note; G) Fails to pay any taxes when due; H) Becomes the subject of a proceeding under any bankruptcy or insolvency law; I) Has a receiver or liquidator appointed for any part of their business or property; J) Makes an assignment for the benefit of creditors; K) Has any adverse change in financial condition or business operation that Bank believes may materially affect Maker's ability to pay this Note; L) Reorganizes merges, consolidates, or otherwise changes ownership or business structure without Bank's prior written consent, or; M) Becomes the subject of a civil or criminal action that Bank believes may materially affect Maker's ability to pay this Note; N) Any threatened contamination of the property at any time during the term of any credit extended hereunder, and for any cause or reason, shall be an event of material default and shall entitle the Bank to exercise any and all remedies, in law and equity, necessary convenient to protect its interest. The Maker will indemnify and hold Bank harmless from and against any and all damages, claims or causes of action arising from the previous, present or ongoing usage of the Property relating to the presence, release or discharge of toxic or hazardous substances, petroleum, petroleum products, chemicals, pollutants or other contaminants on the Property. This Note is secured by a Mortgage of even date herewith and is to be construed and enforced according to its tenor under the laws of the State of Florida; upon default of any payment due hereunder when due, the whole sum of principal and interest accrued and unpaid shall, at the option of the holder(s) hereof, become due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of subsequent default.

This Note is secured by real property in MIAMI-DADE County, Florida, the legal description being: Lots 37 and 38, Block 1 of Coral Gables Industrial Section, according to the Plat thereof, as recorded in Plat Book 28, at Page 22, of the Public Records of Miami-Dade County, Florida (the "Property").

THE MAKER AND ENDORSER VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER MAY HAVE TO A JURY TRIAL IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE OR THE MORTGAGE BY WHICH IT IS SECURED, OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. IF THE SUBJECT MATTER OF ANY SUCH LITIGATION IS ONE OF WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NEITHER THE MAKER NOR THE BANK SHALL PRESENT A NON-COMPULSORY COUNTERCLAIM IN SUCH LITIGATION, OR ANY CLAIM ARISING OUT OF THIS NOTE OR MORTGAGE BY WHICH IT IS SECURED. FURTHERMORE, NEITHER THE BANK NOR THE MAKER SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE BANK'S EXTENDING THE CREDIT TO MAKER.

Payable at:

Continental National Bank
1801 SW 1st Street, Miami, Florida 33135

MAKER/BORROWER:

Violetto Inc, a Florida corporation

By: 
Name: Ernesto Fernandez
Title: President

EMW, LLC, a Florida limited liability company

By: 
Name: Ernesto Fernandez
Title: Manager

By: 
Name: Marcelo Chopa
Title: Manager

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Continental National Bank



Institution Details

Data as of 01/22/2021



Institution Closed

Merged or acquired on
10/23/2019
without government
assistance

FDIC Cert

21578

Established

05/10/1974

Bank Charter Class

National Banks, member
of the Federal Reserve
Systems (FRS)

Primary Federal Regulator

OCC

Main Office Address

1801 S.W. 1st Street
Miami, FL 33135

Financial Information

[Create financial reports
for this institution](#)

Consumer Assistance

[FDIC Customer
Assistance Form](#)

Contact the FDIC

[Continental National
Bank](#)

Succeeding Institution

**First American
Bank
Cert - 3657**



FDIC Insured
Since 01/01/1934

[Click to View](#)

**Succeeding
Institution**

See the succeeding
institution for more
information.

Get additional detailed information by selecting from the following:

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

This information is not available for inactive institutions.

RC-21-01-6300



ARCBUILDERS
AND GROUP INC.

THE RECERTIFICATION SPECIALIST FOR THREE DECADES

Tel - 305.275.6310

Fax - 888.744.8925

www.arcbuildersandgroup.com

RE: 03-4120-017-0310

DATE: 04-19-2021

OWNER NAME: EMW LLC

PROPERTY ADDRESS: 4019 LE JEUNE RD, CORAL GABLES, FL 33146

DATE OF INSPECTION FOR PURPOSES OF THIS DOCUMENT: 02-10-2021

City of Coral Gables Building Department

Dear Mr. Manuel Z. Lopez, P.E., Building Official:

ORIGINAL

Based on my evaluation as attached hereto of the aforementioned property, this building(s) requires both structural and electrical repairs/corrections/alterations for a safe continued use and occupancy as provided for Re-Certification.

Therefore, on behalf of my client, I am respectfully requesting that this building(s) be *granted Re-certification per Section 8-11(f) of the Code of Miami-Dade County upon the proper completion of the items as contained herein, our subsequent verification and written notification to your office.

As routine matter, in order to avoid possible misunderstanding, nothing in this report should be construed directly or indirectly as a guarantee or warranty for any portion of the structure(s). To the best of my knowledge and ability, this report represents an accurate appraisal of the applicable and present condition of the building(s) based upon the careful evaluation of the observed conditions and documentation as provided by property owner, to the extent reasonably possible. Further it is understood by all parties to include the property owner that the recommendation for *Re-Certification by Arcbuilders and Group, Inc. or the granting of *Re-Certification by the Building Department does not release or indemnify the property owner in any way or form from properly maintaining the subject property safe for continued use and occupancy at all times.

Thank you for your attention to this matter.

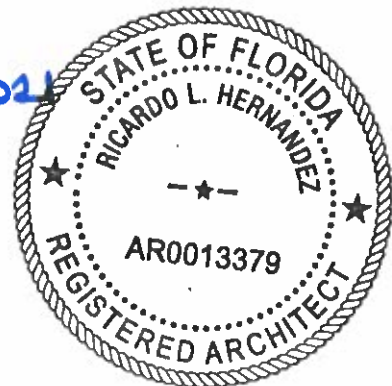
Very truly yours,

Rick Hernandez Capote, R.A., A.I.A., AR0013379

President

Dade County Building and Roofing Inspector BN2418

Special Inspector State of Florida No.0976



Additional

Comments: *This report is prepared and is to be submitted to the Building Official as may be required for Re-Certification as referenced above, this report is not intended to be a buyer/seller inspection report nor is it to be used for any other purpose than that specifically stated herein. Arcbuilders and Group, Inc makes no claim as to the validity of any documentation provided by owner and which we rely on for validity. Neither permit nor property history was made available or examined for purposes of this report. This report is not a zoning or code compliance report. The contents of this report are based on applicable areas made accessible at the time of the scheduled inspection; all other areas are excluded. No testing is part of this report. This report is not to be copied, faxed or altered in any way, additionally each page must bear the original signature and seal on each page or all contents is void and null. There is no warranty or guarantee expressed or implied and this document is not transferrable to any person or entity for any purpose. Any repairs/corrections/alterations must be performed in compliance with FBC, NEC and all applicable codes and ordinances. Should any violations or open permits exist all must be corrected prior to granting of Re-Certification. Accordingly, the Building Official at his or her discretion or interpretation of the applicable codes may refuse to grant a recommendation of Re-Certification. This report is limited to the items specifically included by the Section 8-11 (f) of the Code of Miami-Dade County and does not include many aspects of compliance to include but not limited to ADA, plumbing, zoning, Fair Housing, NFPA, or certification of building code compliance.

EXHIBIT

Architects • Permit Administrators • Special Inspectors • Project Managers •
Violation Experts • General Contractors • Zoning Advisors

LIC. AAC001931 CGC1505483 A.I.A. AR0013379 BN2418 ID0003603

MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING RECERTIFICATION

INSPECTION COMMENCE
DATE: 02-10-2021

INSPECTION COMPLETED
DATE: 02-10-2021

MUST BE SIGNED AND
SEALED BY ARCHITECT OR
ENGINEER

INSPECTION MADE BY:
SIGNATURE:

PRINT NAME: Rick Hernandez-Capote, R.A.
TITLE: AR 0013379, AAC001931

ADDRESS: 7301 SW 83 Court
Miami-Dade, FL 33143
PHONE: (305) 275-6310
FAX: (888) 744-8925



1. Description of Structure:

- a. Name or Title: EMW LLC
- b. Property address: 4019 LE JEUNE RD, CORAL GABLES, FL 33146
- c. Legal description: 20 54 41 PB 28-22
- d. Owner's name: Same as title
- e. Owner's mail address: 7521 SW 59 ST, MIAMI, FL 33143
- f. Building Official Folio Number: 03-4120-017-0310
- g. Building Code Occupancy Classification: RETAIL OUTLET
- h. Present use: RETAIL OUTLET
- i. General description, type of construction, size, number of stories, and special features.
CBS, one story, per Dade County Property Appraiser was built 1950, and has 2,865 ASF.
- j. Additions to original structure: **NONE OBSERVED at time of inspection.** No property permit history was either made available or reviewed for purposes of this report. Areas inspected were those made available by property owner/representative on day of inspection. All gas lines, all plumbing lines, meters and appliances and equipment are specifically excluded for purposes of this report, however we urge property owner to take any and all necessary precautions to assure that these items are properly maintained to protect property and above all life safety.

2. Present Condition of Structure:

- a. General alignment (note, good, fair, poor, explain if significant)
 1. Bulging - Good, for age of structure
 2. Settlement - Good, for age of structure
 3. Deflections - Good, for age of structure
 4. Expansion - Good, for age of structure
 5. Contraction - Good, for age of structure

This report is not a Buyers Report, Due Diligence, Insurance Inspection, Mitigation Document or for any other purpose other than to be prepared and submitted to the Building Official solely in accordance and with the purpose of compliance with Section 8-11 (f) of the Code of Miami-Dade County, any other use is strictly prohibited and voids all content. This report must bear the original signature and embossed seal on each page or it is void of all contents. This report is not transferable to any party. Copying, faxing and/or any alteration of this report is strictly prohibited and voids all content. Both Building (Structural) and Electrical Reports must be attached and accompanied by a cover letter to the building official. As routine matter, in order to avoid possible misunderstanding, nothing in this report should be construed directly or indirectly as a guarantee for any portion of the structure(s). We rely on the validity of documentation provided by owner for repairs/alterations/corrections. No property/permit history was either made available or reviewed for purposes of this report. No testing is part of this inspection, only visual observations were conducted of areas and components as made accessible by property owner. Existing cast iron sanitary plumbing lines are not part of this report. Any repairs/alterations/modifications must be in compliance with FBC, NEC and all applicable codes and ordinances. If any violations or open permits exist all must be corrected prior to granting of Re-Certification. Further, it is understood by all parties that regardless of the content of this report, by submitting this report to the Building Department, property owner is not exempt, released or indemnified from any responsibility and liability to continuously verify, correct, repair, and maintain all components of this building safe for continued use and occupancy whether included in this limited inspection report or not.

- b. Portions showing distress (note beams, columns, structural walls, floors, roofs, other)
- Ownership to provide Annual Fire Inspection Report from the City of Coral Gables Fire Department (less than 12 months old) citing no current violations and provide us with a copy.
 - Ownership to provide roof testing, i.e., destructive testing such as moisture and uplift pull test by a certified roof testing company to further determine method of correction. No permit history found. (List of Certified Roof Laboratories: <https://www.miamidade.gov/building/library/guidelines/laboratories.pdf>.)
 - Ownership to mitigate and remove building department "stop work" order status for the interior commercial work permit No. BL-18-03-4252. (At present this creates a cloud over the property and recertification process).
 - Ownership to clean, prime, and paint entire south wall and reseal any running stucco cracks. All boarded-up windows to be properly structurally blocked and steel rebar infilled. Repair permit and final inspection will be required.

Normal condition for age and use of structure. Any required corrections/repairs/alterations must be in compliance with FBC, NEC and all applicable codes and ordinances. This report is not for bidding or for permitting purposes. Additionally, property owner is responsible and liable to continuously maintain property safe for continued use and occupancy.

- c. Surface conditions - describe general conditions of finishes, noting cracking, spalling, peeling, signs of moisture penetration and stains. **Please refer to 2b.**

Surface conditions have fair appearance 50 years +. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

- d. Cracks - note location in significant members. Identify crack size as HAIRLINE if barely discernable; FINE if less than 1mm in width; MEDIUM if between 1 and 2 mm in width; WIDE if over 2mm.

Normal condition for age and use of structure. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

- e. General extent of deterioration - cracking or spalling of concrete or masonry; oxidation of metals; rot or borer attack in wood.

Normal condition for age and use of structure. Provide continued observations and inspections for termites and other possible agents that may cause deterioration, due to age of building. Also, proactive preventive maintenance should be practiced. No testing for termites, other pest, deteriorating agent, contaminant or other is part of this examination or report. Fumigation to be provided on a regular basis by owner as needed.

- f. Previous patching or repairs

Continue preventative maintenance and repairs as may be necessary. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

- g. Nature of present loading - indicate residential, commercial, other estimate magnitude

Structural loading remains stable, built 1950.

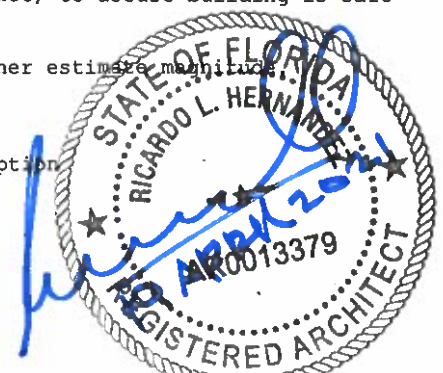
- h. Availability of original construction drawings - location description

Not at premise, during visual observations.

3. Inspections:

- a. Date of notice of required inspection: NOT PROVIDED BY OWNER
- b. Date(s) of actual inspection: 02-10-2021

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- c. Name and qualification of individual submitting inspection report: RICARDO HERNANDEZ-CAPOTE
Rick Hernandez-Capote, R.A. AR0013379, AAC001931
- d. Description of any laboratory or other formal testing, if required, rather than manual or visual procedures:

Visual observations conducted at present. This report is a "snapshot" of observed conditions of accessible and applicable components on the day of inspection. No testing is part of this report. Additionally, we rely on the validity of documentation as may be provided by owner for repairs performed to their property and for which they are solely responsible and liable for assuring they meet proper compliance with all applicable codes and life safety. Owner is to conduct proactive preventive maintenance to include any possible testing that may be necessary. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.
- e. Structural repair - note appropriate line:
1. None required - ()
2. Required - (X) Please refer to 2b.
4. Supporting data:
a. See this report, sheets written data and hold harmless executed by owner.
b. N/A photographs.
c. N/A drawings or sketches.
5. Masonry Bearing Walls - indicate good, fair, poor on appropriate lines:
a. Concrete masonry units - Good, for age of structure.
b. Clay tile or terra cotta units - N/A
c. Reinforced concrete tie columns - Good, for age of structure.
d. Reinforced concrete tie beams - Good, for age of structure.
e. Lintels - Good, for age of structure.
f. Other type bond beams - Please refer to 2b.
g. Masonry finishes - exterior: Please refer to 2b.
1. Stucco - Fair, for age of structure.
2. Veneer - Fair, for age of structure.
3. Paint only - Fair, for age of structure.
4. Other (describe) - N/A
h. Masonry finished - interior:
1. Vapor barrier - Seemingly watertight at time of inspection. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.
2. Furring and plaster - Good appearance
3. Panelling - Good appearance
4. Paint only - Good appearance



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5. Other (describe) - N/A
- i. Cracks:
 1. Location - note beams, columns, other - Exterior bearing walls
 2. Description - Normal age stress cracks hairline, fine to medium sizes.
- j. Spalling:
 1. Location - note beams, columns, other - None observed
 2. Description - N/A
- k. Rebar corrosion - check appropriate line:
 1. None visible - (X)
 2. Minor - Patching will suffice - N/A
 3. Significant - but patching will suffice - N/A
 4. Significant - structural repairs required (describe) - Please refer to 2b.
- l. Samples chipped out for examination in spall areas:
 1. No - (X)
 2. Yes - describe color texture, aggregate, general quality - N/A
6. Floor and Roof Systems:
 - a. Roof:
 1. Describe (flat, sloped, type roofing, type roof deck, condition)

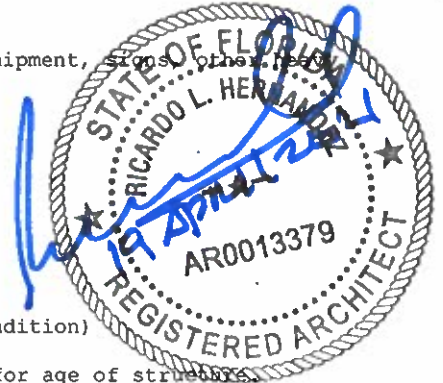
Please refer to 2b.
 No testing is part of this report. Owner is to assure that roof is properly maintained to include proper drainage, preventive measures and upgrades as may be necessary. Age of roof, life expectancy or guarantee of condition is not part of this inspection report. Owner must keep in mind that the average life expectancy of a roof in South Florida can vary by design, age, maintenance, and material. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.
 2. Note water tanks, cooling towers, air conditioning equipment, signs, other roof equipment, and condition of supports:

 AC equipment, seemingly secure.
 3. Note types of drains and scuppers and condition:

 Scuppers: Good condition for age of structure.
 - b. Floor system(s):
 1. Describe (type of system framing, material, spans, condition)

 Concrete slabs on fill, ground floor: Good condition for age of structure.
 - c. Inspection - note exposed areas available for inspection and where it was found necessary to open ceilings, etc. for inspection of typical framing members.

 Visual observations conducted of open accessible framing.



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7. Steel Framing Systems:

- a. Description: **Please refer to 2b.**
- b. Exposed Steel - describe condition of paint and degree of corrosion: N/A
- c. Concrete or other fireproofing - note any cracking or spalling and note where any covering was removed for inspection.

Visual observations done of open accessible areas on day of inspection.
- d. Elevator sheave beams and connections, and machine floor beams - note condition:

None

8. Concrete Framing Systems:

- a. Full description of structural system

Concrete masonry units (C.M.U.), Concrete tie beams, grade beams, tie columns.
- b. Cracking:
 1. Not significant - Normal age stress cracks.
 2. Location and description of members effected and type cracking - Exterior bearing walls
- c. General condition:

Seemingly stable concrete framing, built 1950. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.
- d. Rebar corrosion - check appropriate line:
 1. None visible - (X)
 2. Minor - Patching will suffice - N/A
 3. Significant but patching will suffice - N/A
 4. Significant - structural repaired (describe) - **Please refer to 2b.**
- e. Samples chipped out in spall areas:
 1. No - (X)
 2. Yes - describe color, texture, aggregate, general quality: N/A



9. Windows:

- a. Type (wood, steel, aluminum, **jalousie**, single hung, double hung, casement, awning, pivoted, fixed, other)

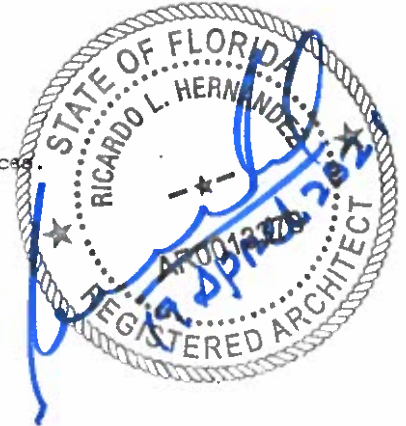
Affixed, storefront.
- b. Anchorage - type and condition of fasteners and latches:

Machine screws and bolts
- c. Sealants - type and condition of perimeter and sealants & at mullions: **Please refer to 2b.**
- d. Interior seals - type & condition at operable vents: **Please refer to 2b.**
- e. General condition: **Please refer to 2b.**

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10. Wood Framing:

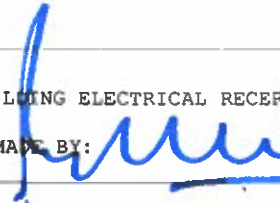
- a. Type - fully describe if mill construction, light construction, major spans, trusses:
Hand-framed wood joist members, tongue and groove decking.
- b. Note metal fittings i.e., angles, plates, bolts, split rings, pintles, other and note condition:
Suspected toe nailed angles, plates, and bolts.
- c. Joints - note if well fitted and still closed: **Please refer to 2b.**
- d. Drainage - note accumulations of moisture: **Please refer to 2b.**
- e. Ventilation - note any concealed spaces not ventilated:
N/A
- f. Note any concealed spaces opened for inspection:
Visual observations conducted of open and visibly accessible spaces.



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MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING ELECTRICAL RE-CERTIFICATION

INSPECTION COMMENCE
DATE: 02-10-2021

INSPECTION MADE BY:
SIGNATURE: 

INSPECTION COMPLETED
DATE: 02-10-2021

PRINT NAME: Rick Hernandez-Capote, RIA
TITLE: AR 0013379, AAC001931

MUST BE SIGNED AND
SEALED BY **ARCHITECT** OR
ENGINEER

ADDRESS: 7301 SW 83 Court
Miami-Dade, FL 33143
PHONE: (305) 275-6310
FAX: (305) 275-6309

Description of Structure:

- a. Name or Title: EMW LLC
- b. Property address: 4019 LE JEUNE RD, CORAL GABLES, FL 33146
- c. Legal description: 20 54 41 PB 28-22
- d. Owner's name: Same as title
- e. Owner's mail address: 7521 SW 59 ST, MIAMI, FL 33143
- f. Building Official Folio Number: 03-4120-017-0310
- g. Building Code Occupancy Classification: RETAIL OUTLET
- h. Present use: RETAIL OUTLET
- i. General description, type of construction, size, number of stories, and special features.
CBS, one story, per Dade County Property Appraiser was built 1950, and has 2,865 ASF.
- j. Additions to original structure: NONE OBSERVED at time of inspection. No property permit history was either made available or reviewed for purposes of this report. Areas inspected were those made available by property owner/representative on day of inspection. All gas lines, all plumbing lines, meters and appliances and equipment are specifically excluded for purposes of this report, however we urge property owner to take any and all necessary precautions to assure that these items are properly maintained to protect property and above all life safety.

1. ELECTRICAL SERVICE: Overhead service to from FPL, one feeder with three wires approx. 350 MCM in size.
 - a. SIZE: AMPERAGE (Please refer to 1d); FUSES (); BREAKERS (X)
 - b. PHASE: 3φ (); 1φ (X)
 - c. CONDITION: GOOD (); FAIR (); NEED REPAIR (X)
 - d. COMMENTS: As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.
 - Ownership to provide Annual Fire Inspection Report from the City of Coral Gables Fire Department (less than 12 months old) citing no current violations and provide us with a copy.
 - Master Electrician to update all antiquated and N.E.C. violations in the in the electrical meter room including sub-panel disconnects, remove exposed high voltage wiring to electrical specialty generator outlet from antiquated sub-disconnect.
 Remove and replace any and all cloth wiring/conductors, verify all connections, including grounding and bonding of electrical riser. Electrical repair permit and inspection will be required.

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Master Electrician to provide electrical permit and final inspection for the interior panel board repairs done to the back of the house kitchen area.

Existing rear parking and yard requires security illumination for compliance with Section 8C-3 of Miami-Dade County.

Master Electrician to verify all rooftop mechanical electrical disconnects.

2. METER AND ELECTRICAL ROOM: Please refer to 1d.

- a. CLEARANCES: GOOD (); FAIR (); CORRECTION REQ. (X)
COMMENTS: Interior type meters.

3. GUTTERS: Please refer to 1d.

- a. LOCATION:
GOOD (); REQUIRES REPAIR (X)
- b. LOCATION:
GOOD (); REQUIRES REPAIR (X)
- c. TAPS AND FILL:
GOOD (); REQUIRES REPAIR (X)

4. ELECTRICAL PANELS:

- a. PANEL # (1-2): GOOD (Please refer to 1d); CORRECTIONS REQUIRED ()
Location: As observed at each inspected area, breaker panels. Any required corrections/repairs/alterations must be in compliance with FBC, NEC and all applicable codes and ordinances. This report is not for bidding purposes. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

5. BRANCH CIRCUITS: Please refer to 1d.

- a. IDENTIFIED: YES (); MUST BE IDENTIFIED (X)
- b. CONDUCTORS: GOOD (); DETERIORATED (); REPLACE (X)
- c. COMMENTS: As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

6. GROUNDING OF SERVICE: GOOD (); REQUIRES REPAIR (X)

COMMENTS: Please refer to 1d. As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

7. GROUNDING OF EQUIPMENT: GOOD (); REQUIRES REPAIR (X)

COMMENTS: Please refer to 1d. As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

8. SERVICE CONDUITS RACEWAYS; CONDITION: GOOD (); REQUIRES REPAIR (X)

COMMENTS: Please refer to 1d. As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.



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9. SERVICE CONDUCTOR & CABLES; CONDITION: GOOD (); REQUIRES REPAIR (X)

COMMENTS: Please refer to 1d. As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

10. TYPES OF WIRING METHODS: Please refer to 1d.

CONDUIT RACEWAYS; RIGID:	GOOD (); REQUIRES REPAIR (X)
CONDUIT; PVC:	GOOD (); REQUIRES REPAIR ()
NM CABLE:	GOOD (); REQUIRES REPAIR ()
BX CABLE:	GOOD (); REQUIRES REPAIR ()

COMMENTS: As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

11. FEEDER CONDUCTORS; CONDITION: GOOD (); REQUIRES REPAIR (X)

COMMENTS: As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

12. EMERGENCY LIGHTING: GOOD (); REQUIRES REPAIR ()

COMMENTS: Pending Fire Inspection Report by the City of Coral Gables Fire Department. As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

13. BLDG. EGRESS ILLUMINATION: GOOD (); REQUIRES REPAIR ()

COMMENTS: Pending Fire Inspection Report by the City of Coral Gables Fire Department. As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

14. FIRE ALARM SYSTEM: GOOD (); REQUIRES REPAIR (); NONE OBERSEVED (X)

COMMENTS: Pending Fire Inspection Report by the City of Coral Gables Fire Department. None observed. Authority Having Jurisdiction may determine additional requirements. In the case that the Authority Having Jurisdiction makes this a requirement, it is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

15. SMOKE DETECTORS: GOOD (); REQUIRES REPAIR (); NONE OBERSEVED (X)

COMMENTS: Pending Fire Inspection Report by the City of Coral Gables Fire Department. Property owner is responsible and liable to provide continued testing, maintenance and upgrades as may be necessary to assure all smoke detectors are continuously operable. Special care should be taken to assure units and their wiring are neither tampered with nor malfunctioning. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy. In addition, property owner is responsible to assure compliance with any requirement, code or ordinance that may require a hardwired carbon monoxide detector.

16. EXIT LIGHTS: GOOD (); REQUIRES REPAIR (X); NONE OBERSEVED ()

COMMENTS: Pending Fire Inspection Report by the City of Coral Gables Fire Department. As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

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17. EMERGENCY GENERATOR: GOOD (); REQUIRES REPAIR (); NONE OBERSEVED (X)

COMMENTS: None observed.

18. WIRING IN OPEN OR UNDER COVER PARKING, GARAGE AREAS: GOOD (); ADDITIONAL ILLUMINAION REQUIRED (X) Please refer to 1d.

COMMENTS: As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

19. OPEN OR UNDER COVER PARKING SURFACE AND SECURITY LIGHTING: GOOD (); ADDITIONAL ILLUMINATION REQUIRED (X) Please refer to 1d.

COMMENTS: As observed/measured at time of inspection based on age of structure. Property owner is to assure that continued proper security lighting is provided at all times through preventive maintenance, upgrades or whatever means as may be necessary for compliance with section 8c-3 of the Code of Miami-Dade County. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

20. SWIMMING POOL WIRING: GOOD (); REQUIRES REPAIR (); N/A (X)

COMMENTS: N/A.

21. WIRING OF/TO MECHANICAL EQUIPMENT: GOOD (); REQUIRES REPAIR (X)

COMMENTS: Please refer to 1d. As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy. Any machinery or equipment which is for tenant use is excluded for the purposes of this report.

22. GENERAL ADDITIONAL COMMENTS: THIS REPORT IS NOT FOR BIDDING PURPOSES. Continue with proactive maintenance and provide repairs as may be necessary to maintain property safe for continued use and occupancy. Please note that this report does not include testing of any component, it is based on visual observations of applicable and accessible areas on day of inspection. Additionally, we rely on the validity of documentation as may be provided by owner for repairs performed to their property and for which they are solely responsible and liable for assuring they meet proper compliance with all applicable codes and life safety. It is the owner's responsibility to continuously verify, correct, repair, and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.



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**CERTIFICATION OF COMPLIANCE WITH PARKING LOT GUARDRAILS
REQUIREMENTS IN CHAPTER 8C-6 OF THE CODE OF MIAMI-DADE COUNTY**

DATE: 04-19-2021

Re: FOLIO # 03-4120-017-0310
Property Address: 4019 LE JEUNE RD, CORAL GABLES, FL 33146
Building Description: ONE Story – 2,865 ASF

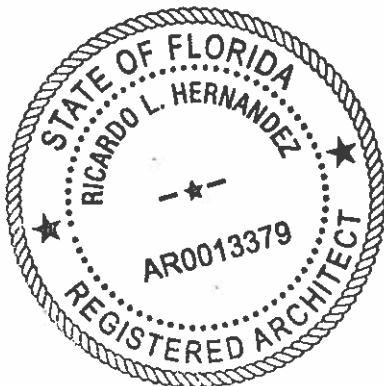
The undersigned states the following:

I am a Florida registered professional engineer or architect with an active license. On 02-10-2021, I inspected the parking lots servicing the above referenced building for compliance with Section 8C-6 and determined the following (check only one)

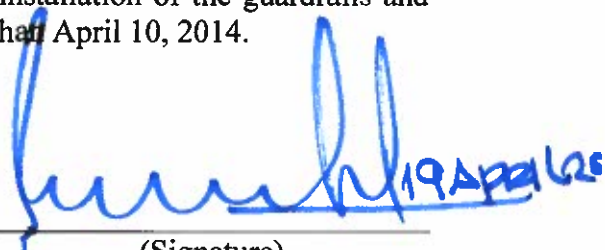
XX The parking lot(s) is not adjacent to or abutting a canal, lake or body of water.

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

_____ The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles are NOT protected by a guardrail that complies with Section 8C-6 of the Miami Dade County Code. I have advised the property owner that he/she must obtain a permit for the installation of the guardrails and obtain all required inspection approvals no later than April 10, 2014.



Seal of Architect or Engineer Executing the
Certification Must Be Affixed in the Above Space


(Signature)
Ricardo L. Hernandez
(Print Name)
Lic. No. AR0013379

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

DATE: 04-19-2021

Re: Folio No. 03-4120-017-0310
Property Address: 4019 LE JEUNE RD, CORAL GABLES, FL 33146
Building Description: ONE Story – 2,865 ASF – Retail Outlet

The undersigned states the following:

1. I am a Florida registered professional engineer or architect with an active license.
2. On 02-10-2021, I measured the level of illumination in the parking lot(s) serving the above referenced building.
3. Maximum N/A foot candle per SF, Minimum N/A foot candle per SF, Minimum to Maximum ratio N/A, foot candle N/A average per SF.
4. The level of illumination provided in the parking lot(s) **DOES NOT MEET** the minimum standards for the occupancy classification of the building as established in Section 8C-3 of the Code of Miami-Dade County.




Signature and Seal of Architect or Engineer

Ricardo L. Hernandez Capote AIA
License AR0013379
(Print Name)



City of Coral Gables
Development Services



RC-21-01-6300

4019 LE JEUNE RD #

Folio #: 03-4120-017-0310
Permit Description: BUILDING
RECERTIFICATION (YEAR BUILT 1950)

EL 2104 7596
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.

**Special Inspector required
for the following:**

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

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