



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 6/20/2022

Property Information	
Folio:	03-4120-017-0790
Property Address:	250 BIRD RD Coral Gables, FL 33146-1410
Owner	ALTA CORAL GABLES OFFICE LLC
Mailing Address	2920 SW 27 AVE STE 220 MIAMI, FL 33133 USA
PA Primary Zone	6400 COMMERCIAL - CENTRAL
Primary Land Use	1813 OFFICE BUILDING - MULTISTORY : OFFICE BUILDING
Beds / Baths / Half	0 / 0 / 0
Floors	3
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	28,909 Sq.Ft
Lot Size	11,232 Sq.Ft
Year Built	1962



Assessment Information			
Year	2021	2020	2019
Land Value	\$2,055,040	\$1,800,000	\$1,800,000
Building Value	\$100,000	\$2,090,439	\$1,995,419
XF Value	\$90,450	\$90,780	\$91,110
Market Value	\$2,245,490	\$3,981,219	\$3,886,529
Assessed Value	\$2,245,490	\$3,981,219	\$3,300,000

Benefits Information				
Benefit	Type	2021	2020	2019
Non-Homestead Cap	Assessment Reduction			\$586,529
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description
01 20 54 41 PB 28-22
CORAL GABLES INDUSTRIAL SEC
LOTS 39 THRU 42 & N8FT OF LOT 38
BLK 3 & 4FT OF ALLEY LYG E & ADJ
CLOSED PER ORD 2015-08

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,245,490	\$3,981,219	\$3,300,000
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,245,490	\$3,981,219	\$3,886,529
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,245,490	\$3,981,219	\$3,300,000
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,245,490	\$3,981,219	\$3,300,000

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
12/16/2020	\$6,000,000	32265-1632	Transfer where the sale price is verified to be part of a package or bulk sale.
01/24/2019	\$37,000,000	31302-1325	Qual on DOS, multi-parcel sale
12/05/2013	\$100	28943-0653	Transfer where the sale price is verified to be part of a package or bulk sale.

06/01/2001	\$725,000	19802-0321	Other disqualified
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The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

250 Bird Rd

<u>Owner (Registered Agent address)</u>	<u>Mortgagee (mortgagee and FDIC address)</u>
Alta Coral Gables Office LLC c/o ALTA DEVELOPERS LLC Registered Agent 2950 SW 27 Ave, Ste 220 Miami, FL 33133-3765	Amerant Bank, N.A. 220 Alhambra Cir, FL 12 Coral Gables, FL 33134-5146



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

Detail by Entity Name

Florida Limited Liability Company
ALTA CORAL GABLES OFFICE, LLC

Filing Information

Document Number	L20000342536
FEI/EIN Number	85-4106677
Date Filed	10/28/2020
State	FL
Status	ACTIVE

Principal Address

2950 SW 27TH AVE
SUITE 220
MIAMI, FL 33133

Mailing Address

2950 SW 27TH AVE
SUITE 220
MIAMI, FL 33133

Registered Agent Name & Address

ALTA DEVELOPERS LLC
2950 SW 27 AVENUE
SUITE 220
MIAMI, FL 33133

Name Changed: 04/28/2022

Authorized Person(s) Detail

Name & Address

Title AP

ONETTO, FELIPE R
2950 SW 27TH AVE, SUITE 220
MIAMI, FL 33133

Title AP

MONTES, JUAN IGNACIO
2950 SW 27TH AVE, SUITE 220
MIAMI, FL 33133

Annual Reports

Report Year	Filed Date
2021	04/20/2021
2022	04/28/2022

Document Images

[04/28/2022 -- ANNUAL REPORT](#)

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[04/20/2021 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[10/28/2020 -- Florida Limited Liability](#)

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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
FD-23-02-7683	02/03/2023	250 BIRD RD	FIRE HYDRANT USE	FIRE HYDRANT USE FOR PROJECT: RENOVATION OF 250 BIRD ROAD; HYDRANT #33-12 AT AURORA ST & BIRD RD.	final	02/03/2023	02/03/2023	0.00
EX-22-06-8809	06/13/2022	250 BIRD RD	PERMIT EXTENSION & RENEWAL	***RENEWAL FOR BL-21-05-7430*** COMMERCIAL - INTERIOR WORK ONLY -, ELECTRICAL, MECHANICAL, PLUMBING, INTERIOR WALLS AND COVERINGS, FLOORING COVERING) \$205,000	final	11/01/2022	11/01/2022	0.00
BL-21-12-6177	12/07/2021	250 BIRD RD	MISCELLANEOUS WORK		final	12/07/2021	02/14/2023	0.00
PW-21-08-7655	08/10/2021	250 BIRD RD	OBSTRUCTION OF THE ROW PERMIT	INSTALL MANHOLE ON ALTARA AVE & AURORA ST AND LAY 8" PVC PIPE ALONG AURORA ST UP TO BUT NOT INCLUDING BIRD ROAD. INSTALL 8" PVC SEWER FROM END OF MANHOLE TO EXISTING BUILDING. ACTUAL EXPIRATION DATE EXTENDED TO 12/31/21. RESUBMITTED MOT 9/30/21. SEE PWKS-21-11-0153	issued	07/26/2022		0.00
HI-21-06-8479	06/25/2021	250 BIRD RD	LETTER OF HISTORIC SIGNIFICANCE	Letter of Historic Significance (Re-Issue) for 250 Bird Road. Fee: \$100.00	final	06/25/2021	06/25/2021	0.00
ZV-21-06-7283	06/01/2021	250 BIRD RD	ZONING LETTER VERIFICATION	Zoning Verification Letter	final	06/04/2021	06/04/2021	0.00
ME-21-05-7598	05/17/2021	250 BIRD RD	MECH COMMERCIAL / RESIDENTIAL WORK	COMMERCIAL - REMOVE (WINDOWS & DOORS, CMU WALLS, EXTERIOR COVERING,	pending			0.00

City's Exhibit #3

				ELECTRICAL, MECHANICAL, PLUMBING, INTERIOR WALLS AND COVERINGS, FLOORING COVERING) \$205,000					
PL-21-05-7514	05/13/2021	250 BIRD RD	PLUMB COMMERCIAL / RESIDENTIAL WORK	COMMERCIAL - REMOVE () WINDOWS & DOORS, CMU WALLS, EXTERIOR COVERING, ELECTRICAL, MECHANICAL, PLUMBING, INTERIOR WALLS AND COVERINGS, FLOORING COVERING) \$205,000	pending				0.00
EL-21-05-7502	05/12/2021	250 BIRD RD	ELEC COMMERCIAL / RESIDENTIAL WORK	COMMERCIAL - REMOVE () WINDOWS & DOORS, CMU WALLS, EXTERIOR COVERING, ELECTRICAL, MECHANICAL, PLUMBING, INTERIOR WALLS AND COVERINGS, FLOORING COVERING) \$205,000	pending				0.00
BL-21-05-7430	05/11/2021	250 BIRD RD	INT / EXT ALTERATIONS	COMMERCIAL - INTERIOR WORK ONLY -, ELECTRICAL, MECHANICAL, PLUMBING, INTERIOR WALLS AND COVERINGS, FLOORING COVERING) \$205,000	issued	10/13/2021			0.00
CE-20-12-4828	12/01/2020	250 BIRD RD	CODE ENF LIEN SEARCH	Lien Search	final	12/01/2020	12/01/2020		0.00
PW-20-09-4783	09/02/2020	250 BIRD RD	UTILITY PERMIT	DIRECTIONAL BORE AND INSTALLATION OF HANDHOLE RESUBMITTED 12/10/20	issued	02/23/2021			0.00
PZ-19-10-4758	10/10/2019	250 BIRD RD	Planning & Zoning Board	1.) Tentative Plat; 2.) Planned Area Development (PAD) Assignment 3.) Mixed-Use Site Plan; 4.) Use of Transfer of Development Rights (TDR); and 5.) Amendment to Alley Vacation on the property located at 250 Bird Road.	final	08/07/2020	08/07/2020		0.00
CC-19-10-4328	10/03/2019	250 BIRD RD	CONCURRENCY INVOICE	CONCURRENCY IMPACT STATEMENT - FOLIO NUMBERS: 03-4120-017-0790;	final	10/07/2019	10/07/2019		0.00

				03-4120-017-0720; 03-4120-017-0571; 03-4120-017-0580					
AB-19-09-4330	09/23/2019	250 BIRD RD	BOA PRELIMINARY/MED BONUS/FINAL	COMMERCIAL *MERRICK 250 *PRELIMINARY & MEDITERRANEAN BONUS LEVEL 2 *11 STORY/ 215 UNIT MIXED USE BUILDING WITH PARKING GARAGE & GREEN WALL(408000SQFT) *HW/ CD/ TREES/ CONTEXT/ ARCH STATEMENT/ DEMO/ POST \$40,000,000 ***TIME CERTAIN 10:00AM***	issued	09/23/2019			0.00
DR-19-08-5120	08/12/2019	250 BIRD RD	DEVELOPMENT REVIEW COMMITTEE	*OK TO CLOSE/CANCEL PER SURAMY CABRERA* DRC LEVEL 1. Tentative Plat, Planned Area Development (PAD) Assignment, Mixed- Use Site Plan, and Use of Transfer of Development Rights (TDR) on the property located at 250 Bird Road.	canceled	08/16/2019	12/20/2022		0.00
HI-19-06-4542	06/03/2019	250 BIRD RD	LETTER OF HISTORIC SIGNIFICANCE		final	06/03/2019	06/03/2019		0.00
CE-19-05-5595	05/22/2019	250 BIRD RD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	05/28/2019	05/28/2019		0.00
CE-18-07-4060	07/27/2018	250 BIRD RD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	08/01/2018	08/01/2018		0.00
CE-18-05-2750	05/01/2018	250 BIRD RD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	05/03/2018	05/03/2018		0.00
CE-17-07-2064	07/21/2017	250 BIRD RD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	07/26/2017	07/26/2017		0.00
ZN-16-12-7120	12/20/2016	250 BIRD RD	PAINT / RESURFACE FL / CLEAN	DF & FINE PRESSURE CLEAN / PAINT EXT (WHITE) \$3,500	final	12/20/2016	06/06/2017		0.00
HI-15-09-4388	09/17/2015	250 BIRD RD	LETTER OF HISTORIC SIGNIFICANCE		final	09/17/2015	09/17/2015		0.00
PW-15-05-5321	05/19/2015	250 BIRD RD	DRY RUN SUBMITTAL	DRY RUN PAVING, GRADING & DRAINAGE	canceled		05/23/2022		0.00
PW-15-05-5320	05/19/2015	250 BIRD RD	DRY RUN SUBMITTAL	DRY RUN WATERMAIN	canceled		05/23/2022		0.00
HI-15-03-4106	03/09/2015	250 BIRD RD	LETTER OF HISTORIC SIGNIFICANCE		final	03/09/2015	03/09/2015		0.00
FD-15-02-0939	02/19/2015	250 BIRD RD	FIRE HYDRANT FLOW TEST	FIRE HYDRANT FLOW TEST PERMIT FLOW HYDRANT 33-12 (AURORA ST & BIRD RD) RESIDUAL HYDRANT 33-18 (350 BIRD RD)	final	03/05/2015	03/05/2015		0.00
HI-14-09-3009	09/23/2014	250 BIRD RD	LETTER OF HISTORIC		final	09/23/2014	09/23/2014		0.00

			SIGNIFICANCE						
PW-14-04-2333	04/07/2014	250 BIRD RD	DRC STREET AND ALLEY VACATION FEE	DRC APPLICATION FOR ALLEY VACATION	final	04/07/2014	04/07/2014	0.00	
HI-13-12-2397	12/16/2013	250 BIRD RD	LETTER OF HISTORIC SIGNIFICANCE		final	12/16/2013	12/16/2013	0.00	
CE-13-10-0285	10/04/2013	250 BIRD RD	CODE ENF WARNING PROCESS	WT13479 105-27 CC (GRA) GRAFFITI ON WALL ON BIRD RD. SIDE. REQUIRES REMOVAL.	final	10/04/2013	10/04/2013	0.00	
CE-13-06-0182	06/04/2013	250 BIRD RD	CODE ENF LIEN SEARCH	LIEN SEARCH REQUEST	final	06/05/2013	06/05/2013	0.00	
CE-13-05-1348	05/21/2013	250 BIRD RD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	05/24/2013	05/24/2013	0.00	
CE-13-05-0883	05/14/2013	250 BIRD RD	CODE ENF WARNING PROCESS	WT13351 105-27 CC (GRA) GRAFFITI ON WALL. REMOVE GRAFFITI. SPOKE TO OLA/YEUNG PROPERTIES AHE WILL HAVE IT REMOVED ASAP	final	05/14/2013	05/14/2013	0.00	
DR-12-09-0642	09/12/2012	250 BIRD RD	DEVELOPMENT REVIEW COMMITTEE	APPLICANT PROPOSES TO USE THE EXISTING PROPERTY AS A LANGUAGE ARTS CENTER.	final	09/12/2012	10/06/2014	0.00	
RC-12-07-0259	07/05/2012	250 BIRD RD	BLDG RECERT / CRB	BUILDING RECERTIFICATION	final		07/05/2012	0.00	
PW-12-02-8285	02/29/2012	250 BIRD RD	UTILITIES (AT & T) PERMIT	R/O REMOVE AND REPLACE POLE	final	04/17/2012	04/02/2020	0.00	
CE-11-08-5416	05/22/2011	250 BIRD RD	CODE ENF WARNING PROCESS	WT14822 CH 54-21 CITY CODE (WLD) @ 1:25PM WASTE WATER CARRYING PAINT CHIPS FLOWING INTO STORM DRAINS.	final	05/22/2011	08/03/2011	0.00	
CE-11-07-6119	05/22/2011	250 BIRD RD	CODE ENF WARNING PROCESS	WT14821 CH.105-26 CITY CODE (CON) @ 1:25PM - PRESSURE CLEANING PERFORMING WORK OUTSIDE OF ALLOWABLE CONSTRUCTION HOURS. M-F 7:30-6PM, SAT 9AM-5PM, SUN OR HOLIDAYS NO WORK ALLOWED.	final	05/22/2011	07/11/2011	0.00	
CE-11-05-6731	05/22/2011	250 BIRD RD	CODE ENF TICKET PROCESS - NO RUNNING FINE	T37142 CH.62-58 CITY CODE (PWP) @ 1:25PM FAILURE TO OBTAIN A PUBLIC WORKS PERMIT FOR DOING WORK ON THE PUBLIC RIGHT OF WAY WHICH IS PROHIBITED.	final	05/22/2011	06/10/2011	0.00	
ZN-11-05-6512	05/18/2011	250 BIRD RD	PAINT / RESURFACE FL / CLEAN	PRESSURE CLEAN AND PAINT EXTERIOR WALLS SW 7008 ALABASTER (WHITE) AND SW	final	05/18/2011	05/30/2012	0.00	

6100 PRACTICAL
BEIGE (BEIGE)
\$400

BL-10-08-3772	08/10/2010	250	MISCELLANEOUS	REPAIR EXTERIOR	final	08/10/2010	08/30/2010	0.00
		BIRD RD	WORK	WALL \$1000 PAINT				
				TO MATCH				
				EXISTING				
ZN-09-10-2212	10/05/2009	250	PAINT /	CANCELLED -	final	10/23/2009	02/02/2011	0.00
		BIRD RD	RESURFACE FL /	INTERIOR TILING &				
			CLEAN	PAINTING \$5,000				

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

250 BIRD RD Coral Gables, FL 33146--141 (Address, Permit# REVR-23-01-0501)

250 BIRD RD Coral Gables, FL 33146--141 (Address)

250 BIRD RD Coral Gables, FL 33146--141 (Address, Permit# PWKS-23-01-1346)

250 BIRD RD Coral Gables, FL 33146--141 (Address, Permit# MECB-23-01-0464)

250 BIRD RD Coral Gables, FL 33146--141 (Address, Permit# ELEC-23-02-1055)

250 BIRD RD Coral Gables, FL 33146--141 (Address, Permit# ELEC-22-01-0172)

250 BIRD RD Coral Gables, FL 33146--141 (Address, Permit# PAFF-21-11-0013)

250 BIRD RD Coral Gables, FL 33146--141 (Address, Inspection# IELE-034713-2023)

250 BIRD RD Coral Gables, FL 33146--141 (Address, Permit# PLUB-23-01-0413)

250 BIRD RD Coral Gables, FL 33146--141 (Address, Permit# PLUB-23-01-0414)

250 BIRD RD Coral Gables, FL 33146--141 (Address, Permit# FIRE-23-01-0348)

250 BIRD RD Coral Gables, FL 33146--141 (Address, Permit# PAFF-22-08-0064)

250 BIRD RD Coral Gables, FL 33146--141 (Address, Permit# PWKS-21-11-0153)

250 BIRD RD Coral Gables, FL 33146--141 (Address, Permit# BLDB-21-11-0178)

250 BIRD RD Coral Gables, FL 33146--141 (Address, Inspection# IPW-025868-2022)

250 BIRD RD Coral Gables, FL 33146----1 (Address, Code Case# TICK-22-08-4874)

250 BIRD RD Coral Gables, FL 33146----1 (Address)

250 BIRD RD Coral Gables, FL 33146--141 (Address, Permit# PWKS-22-08-0961)

250 BIRD RD Coral Gables, FL 33146----1 (Address, Code Case# TICK-22-07-2426)

250 BIRD RD Coral Gables, FL 33146----1 (Address, Code Case# TICK-22-08-4875)



The City of Coral Gables

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

July 9, 2012

Yeung Property Holdings, Inc.
4104 Aurora Street
Coral Gables, FL 33146-1416

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

PROPERTY FOLIO: # 03-4120-017-0790
ADDRESS: 250 Bird Road, Coral Gables, FL

Dear Property Owner/Manager:

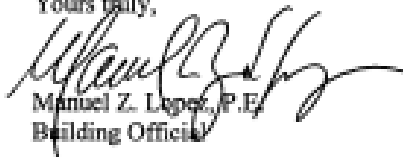
This Office is in receipt of your structural and electrical report stating that the above referenced building has been examined and found to be structurally and electrically safe for its continued occupancy.

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

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

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

Yours truly,


Manuel Z. Lopez, P.E.
Building Official

P.O. Box 141549 CORAL GABLES, FLORIDA 33114-1549 • PHONE: (305) 460-5235 • FAX (305) 460-5261

City's Exhibit #4



The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY

CORAL GABLES, FLORIDA 33134

1/3/2022

VIA CERTIFIED MAIL

BAPTIST HEALTH SOUTH FLORIDA INC
6855 RED RD STE 600
CORAL GABLES, FL 33143

7020 3160 0001 1022 1024

RE: 250 BIRD RD
FOLIO #03-4120-017-0790

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 1962. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a Florida Registered Architect or Professional Engineer must inspect said building and a **completed** Recertification Report ("Report") must be submitted by you to this Department within **ninety (90) calendar days** from the **date of this letter**. A completed Report includes 1) cover letter(s) stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form. Note all paperwork submitted must be the original signed and sealed documents (no copies). Submittal of the Report does not constitute recertification; it must be **approved** by this Department and the Letter of Recertification must be issued.

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

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

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

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

Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.
Building Official

City's Exhibit #5

Tracking Number:

Remove X

70203160000110221024

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

Latest Update

Your item has been delivered and is available at a PO Box at 12:04 pm on January 6, 2022 in MIAMI, FL 33143.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, PO Box

MIAMI, FL 33143
January 6, 2022, 12:04 pm

See All Tracking History

Feedback

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs



The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY

CORAL GABLES, FLORIDA 33134

4/4/2022

BAPTIST HEALTH SOUTH FLORIDA INC

6855 RED RD STE 600

CORAL GABLES, FL. 33143

7021 2720 0001 4959 2124

RE: 250 BIRD RD

FOLIO # 03-4120-017-0790

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

Dear Property Owner:

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

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

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

Please govern yourself accordingly.

Sincerely,

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

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

Tracking Number:

Remove X

70212720000149592124

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

Latest Update

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.

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Moving Through Network
In Transit to Next Facility

April 11, 2022

Departed USPS Regional Facility
MIAMI FL DISTRIBUTION CENTER
April 7, 2022, 7:51 pm

See All Tracking History

Feedback

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs



The City of Coral Gables

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

6/9/2022

BAPTIST HEALTH SOUTH FLORIDA INC
6855 RED RD STE 600
CORAL GABLES, FL 33143

7021 1970 0000 4016 1586

RE: 250 BIRD RD

FOLIO # 03-4120-017-0790

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

Dear Property Owner:

In a certified letter dated 1/3/2022, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). A Second Notice, dated 4/4/2022, informed you it was necessary to submit to this Department a completed Report prepared by a licensed architect or engineer within thirty (30) calendar days certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification.

As of this date, the completed Report has not been submitted and the **structure remains unsafe** due to non-compliance. Please be advised the matter will be forwarded to the City's Construction Regulation Board ("Board"); a \$600.00 Administrative Fee will be imposed once the Case is scheduled. The Board may impose additional fines of \$250.00 for each day the violation continues, may also enter an order of revocation of the Certificate of Occupancy and/or demolition and assess all costs of the proceedings along with the cost of demolition and any other required action for which the City shall have a lien against the Property Owner and the Property. The completed Report may be submitted Monday through Friday, 7:30am to 2:30pm to this Department. Contact Virginia Goizueta at vgoizueta@coralgables.com if any questions regarding building recertification.

Please govern yourself accordingly.

Sincerely,

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

Manuel Z. Lopez, P.E.
Building Official

Tracking Number:

Remove X

70211970000040161586

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

Latest Update

Your item has been delivered and is available at a PO Box at 12:46 pm on June 13, 2022 in MIAMI, FL 33143.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, PO Box

MIAMI, FL 33143
June 13, 2022, 12:46 pm

See All Tracking History

Feedback

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs



The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

7/18/2022

VIA CERTIFIED MAIL

ALTA CORAL GABLES OFFICE LLC.
2920 SW 27 AVE, SUITE 220
MIAMI, FL 33133

7021 1970 0000 4016 1944

RE: 250 BIRD RD
FOLIO # 03-4120-017-0790

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 1962. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a Florida Registered Architect or Professional Engineer must inspect said building and a **completed** Recertification Report ("Report") must be submitted by you to this Department within **ninety (90) calendar days** from the **date of this letter**. A completed Report includes 1) cover letter(s) stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form. Note all paperwork submitted must be the original signed and sealed documents (no copies). Submittal of the Report does not constitute recertification; it must be **approved** by this Department and the Letter of Recertification must be issued.

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

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

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

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

Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.
Building Official

Tracking Number:

Remove X

70211970000040161944

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

Latest Update

Your item has been delivered to the original sender at 9:29 am on September 28, 2022 in MIAMI, FL 33134.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, To Original Sender

MIAMI, FL 33134

September 28, 2022, 9:29 am

See All Tracking History

Feedback

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

From: Goizueta, Virginia
Sent: Tuesday, March 7, 2023 10:24 AM
To: Jackie Rivera <jrivera@altadevelopers.com>
Cc: JC Freyre <JCFreyre@altadevelopers.com>; Robert Behar <robert@beharfont.com>; Lopez, Manuel <mlopez@coralgables.com>
Subject: RE: Case 23-5373 - Alta Coral Gables Office

Good morning,

As per the Deputy Building Official, Manuel Lopez, the case will be heard on March 13, 2023.

You will need to clarify if the building is vacant, provide the schedule of construction and how long you will need in order to submit the Building Recertification Report.

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

From: Jackie Rivera <jrivera@altadevelopers.com>
Sent: Monday, March 6, 2023 11:24 AM
To: Goizueta, Virginia <vgoizueta@coralgables.com>
Cc: JC Freyre <JCFreyre@altadevelopers.com>; Robert Behar <robert@beharfont.com>
Subject: Case 23-5373 - Alta Coral Gables Office

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

Good Morning Virginia,
I left a VM and wanted to follow up with the Notice of unsafe structure violation for failure to recertify we received. Will you please advise if our construction permit for upgrades to the building would suffice, please see attached.

Thank you,

Jackie Rivera
Project Manager



2950 SW 27th Ave Suite 220, Miami, FL 33133

O: (786) 230-1040 C: (786) 316-9296

E: jrivera@altadevelopers.com

AltaDevelopers.com |   

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 23-5373

vs.

Return receipt number:

Alta Coral Gables Office LLC
c/o ALTA DEVELOPERS LLC
Registered Agent
2950 SW 27 Ave, Ste 220
Miami, FL 33133-3765
Respondent.

7021 1970 0000 4015 7084

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

Date: February 24, 2023

Re: 250 Bird Rd., Coral Gables, Fl. 33146, LOTS 39 THRU 42 & N8FT OF LOT 38, BLK 3 & 4FT OF ALLEY LYG E (CLOSED PER ORD 2015-08) & ADJ CORAL GABLES INDUSTRIAL SEC., PB 28-22, and Folio: 03-4120-017-0790 ("Property").

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

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

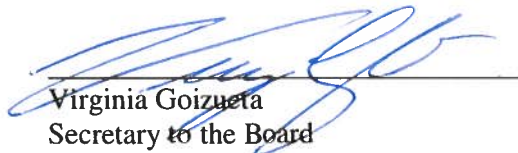
You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the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

City's Exhibit #6

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

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

Please govern yourself accordingly.



Virginia Goizueta
Secretary to the Board

ADA NOTICES

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

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

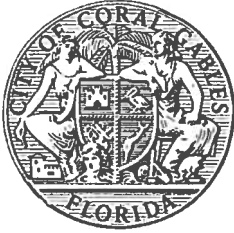
Any person who needs assistance in another language in order to speak during the public hearing or public comment portion of the meeting should contact the City's ADA Coordinator, Raquel Elejabarrieta, Esq., Director of Labor Relations and Risk Management (E-mail: relejabarrieta@coralgables.com, Telephone: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

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

c.

Amerant Bank, N.A.
220 Alhambra Cir, FL 12
Coral Gables, FL 33134-5146

7021 1970 0000 4015 7091



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Title of Document Posted: Notice of Pending Building Recertification

I, EDUARDO MARTIN, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 250 BIRD RD, ON February 24, 2023, AT 11:25a.m.

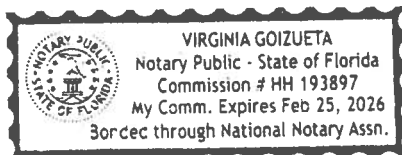
EDUARDO MARTIN
Employee's Printed Name

Eduardo Martin
Employee's Signature

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

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

My Commission Expires:



Virginia Goizueta
Notary Public

City's Exhibit #7



City's Exhibit #8





This instrument was prepared by:
Kyle R. Saxon, Esq.
Saxon & Fink, LLP
2121 Ponce De Leon Blvd., Suite 740
Coral Gables, Florida 33143

Consideration: \$6,000,000.00.
Single Family Residence: Yes; X No.
Doc. Stamp Taxes: \$36,000.00.
Surtax: \$27,000.00.

SPECIAL WARRANTY DEED

THIS INDENTURE is made this 16th day of December, 2020, between **BAPTIST HEALTH SOUTH FLORIDA, INC.**, a Florida not-for-profit corporation, whose address is 6855 Red Road, Suite 600, Coral Gables, Florida, 33143 (herein the "Grantor"), and **ALTA CORAL GABLES OFFICE, LLC**, a Florida limited liability company, having its address at 2950 Southwest 27th Avenue, Suite 220, Miami, Florida 33133 (herein the "Grantee").

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the land, situate, lying and being Miami-Dade County, Florida, more particularly described in **Exhibit "A"** attached hereto (the "Property").

Together with all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the same in fee simple forever.

Grantor hereby covenants with Grantee that it is lawfully seized of said lands in fee simple; that it has good right and lawful authority to sell and convey said lands; that it hereby specially warrants the title to said lands and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other, subject to the following:

1. Taxes and assessments for the years 2021 and thereafter.
2. Restrictions, easements, covenants, conditions, limitations and reservations of record, provided that this recital shall not operate to re-impose same.
3. Zoning and applicable governmental ordinances.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed by its authorized representative as of the day and year first above written.

**BAPTIST HEALTH SOUTH FLORIDA,
INC.**, a Florida not-for-profit corporation


Name: Angie Basulto-Ortiz

Name: KYLE R SAXON

By: Ana Lopez-Blazquez
ANA LOPEZ-BLAZQUEZ, Executive
Vice President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ✓ physical presence or _____ online notarization, this 16th day of December, 2020, by **ANA LOPEZ-BLAZQUEZ**, as Executive Vice President of **BAPTIST HEALTH SOUTH FLORIDA, INC.**, a Florida not-for-profit corporation. She is personally known to me or has produced _____ as identification and did not take an oath.


Notary Public, State of Florida
My commission expires:

(Notary Seal)



KYLE R. SAXON
Commission # GG 242136
Expires November 26, 2022
Bonded Thru Budget Notary Services

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

All of Lots 39, 40, 41 and 42, together with a portion of Lot 38, and together with a portion of that certain former 30' platted alley closed by Ordinance No. 2015-08, recorded in Official Records Book 31451, at Page 911, of the Public Records of Miami-Dade County, Florida, all lying within Block 3, REVISED PLAT OF CORAL GABLES INDUSTRIAL SECTION, according to the Plat thereof, as recorded in Plat Book 28, at Page 22 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

The North 108.00 feet of the West 104.00 feet of said Block 3.

Prepared by and after
recording return to:

Gavin Williams
Holland & Knight LLP
701 Brickell Avenue, 33rd Floor
Miami, Florida 33131

Folio No. 03-4120-017-0720; 03-4120-017-0790 and 03-4120-017-0790

MORTGAGE AND SECURITY AGREEMENT

This MORTGAGE AND SECURITY AGREEMENT dated June 29, 2021 (together with any amendments or modifications hereto in effect from time to time, the "**Mortgage**"), is made by ALTA CORAL GABLES OFFICE, LLC, a Florida limited liability company, having an address of 2950 SW 27th Avenue, Suite 220, Miami, Florida 33133 ("**Mortgagor**") in favor of AMERANT BANK, N.A., a national banking association, having an office at 220 Alhambra Circle, 11th Floor, Coral Gables, Florida 33134 (together with its successors and assigns, "**Mortgagee**").

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Five Million Two Hundred Forty Six Thousand and No/100ths Dollars (\$5,246,000.00) (the "**Loan**"), together with interest thereon, as evidenced by a Promissory Note of even date herewith from Mortgagor to Mortgagee in the original principal amount of Five Million Two Hundred Forty Six Thousand and No/100ths Dollars (\$5,246,000.00) (together with any and all replacements, renewals and modifications thereof, collectively, the "**Note**"). The Loan is governed by a Loan Agreement of even date herewith executed by Mortgagor and Mortgagee (the "**Loan Agreement**");

WHEREAS, Mortgagor is the owner of fee simple title to that certain tract of land located in Miami-Dade County, Florida, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "**Real Estate**"); and

WHEREAS, to induce Mortgagee to make the Loan and to secure payment of the Note and the other obligations described below, Mortgagor has agreed to execute and deliver this Mortgage.

GRANTING CLAUSES

NOW, THEREFORE, to secure to Mortgagee (i) the repayment of all sums due under this Mortgage, the Loan Agreement, the Note (and all extensions, renewals, replacements and

amendments thereof), and the other Loan Documents (as such term is defined in the Note, the **"Loan Documents"**) including, without limitation, principal, interest, fees, late charges and expenses, including attorneys' fees; (ii) the performance of all terms, conditions and covenants set forth in the Loan Documents; (iii) the repayment of all sums due or that may become due under or in connection with any present or future swap agreements (as defined in 11 U.S.C. §101) between Mortgagor and Mortgagee in connection with the Loan; (iv) the repayment of all reimbursement obligations due or that may become due under or in connection with any present or future letters of credit issued by Mortgagee for the account of Mortgagor in connection with the Loan; and (v) all other obligations or indebtedness of Mortgagor to Mortgagee of whatever kind or character and whenever borrowed or incurred, including without limitation, principal, interest, fees, late charges and expenses, including attorneys' fees (subsections (i), (ii), (iii), (iv), and (v) collectively, the **"Liabilities"**), Mortgagor has mortgaged, granted and conveyed and by these presents **DOES HEREBY MORTGAGE, GRANT AND CONVEY TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS**, all of Mortgagor's right, title and interest now owned or hereafter acquired in and to each of the following (collectively, the **"Property"**):

(A) The Real Estate;

(B) Any and all buildings and improvements now or hereafter erected on, under or over the Real Estate (collectively, the **"Improvements"**);

(C) Any and all fixtures, machinery, equipment and other articles of real, personal or mixed property, owned by Mortgagor, at any time now or hereafter installed in, attached to or situated in or upon the Real Estate, or the buildings and improvements now or hereafter erected thereon, or used or intended to be used in connection with the Real Estate, or in the operation of the buildings and improvements, plant, businesses or dwellings situate thereon, whether or not such real, personal or mixed property is or shall be affixed thereto, and all replacements, substitutions and proceeds of the foregoing (all of the foregoing herein called the **"Personal Property"**), including without limitation: (i) all appliances, furniture and furnishings; all articles of interior decoration, floor, wall and window coverings; all office, restaurant, bar, kitchen and laundry fixtures, utensils, appliances and equipment; all supplies, tools and accessories; all storm and screen windows, shutters, doors, decorations, awnings, shades, blinds, signs, trees, shrubbery and other plantings; (ii) all building service fixtures, machinery and equipment of any kind whatsoever; all lighting, heating, ventilating, air conditioning, refrigerating, sprinkling, plumbing, security, irrigating, cleaning, incinerating, waste disposal, communications, alarm, fire prevention and extinguishing systems, fixtures, apparatus, machinery and equipment; all elevators, escalators, lifts, cranes, hoists and platforms; all pipes, conduits, pumps, boilers, tanks, motors, engines, furnaces and compressors; all dynamos, transformers and generators; (iii) all building materials, building machinery and building equipment delivered on site to the Real Estate during the course of, or in connection with any construction or repair or renovation of the buildings and improvements; (iv) all parts, fittings, accessories, accessions, substitutions and replacements therefor and thereof; and (v) all files, books, ledgers, reports and records relating to any of the foregoing;

(D) Any and all of Mortgagor's rights, title and interest in and to all leases, subleases, tenancies, licenses, occupancy agreements or agreements to lease all or any portion of the Real

Estate, Improvements, Personal Property or all or any other portion of the Property and all extensions, renewals, amendments, modifications and replacements thereof, and any options, rights of first refusal or guarantees relating thereto (collectively, the "**Leases**"); all rents, income, receipts, revenues, security deposits, escrow accounts, reserves, issues, profits, awards and payments of any kind payable under the Leases or otherwise arising from the Real Estate, Improvements, Personal Property or all or any other portion of the Property including, without limitation, minimum rents, additional rents, percentage rents, parking, maintenance and deficiency rents (collectively, the "**Rents**"); all of the following personal property (collectively referred to as the "**Contracts**"): all accounts, general intangibles and contract rights (including any right to payment thereunder, whether or not earned by performance) of any nature relating to the Real Estate, Improvements, Personal Property or all or any other portion of the Property or the use, occupancy, maintenance, construction, repair or operation thereof; all management agreements, franchise agreements, utility agreements and deposits, building service contracts, maintenance contracts, construction contracts and architect's agreements; all maps, plans, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals; and all insurance policies, books of account and other documents, of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale or operation of the Real Estate, Improvements, Personal Property or all or any other portion of the Property;

(E) Any and all estates, rights, tenements, hereditaments, privileges, easements, reversions, remainders and appurtenances of any kind benefiting or appurtenant to the Real Estate, Improvements or all or any other portion of the Property; all means of access to and from the Real Estate, Improvements or all or any other portion of the Property, whether public or private; all streets, alleys, passages, ways, water courses, water and mineral rights relating to the Real Estate, Improvements or all or any other portion of the Property; and all other claims or demands of Mortgagor, either at law or in equity, in possession or expectancy of, in, or to the Real Estate, Improvements or all or any other portion of the Property (all of the foregoing described in this subsection (E) herein called the "**Appurtenances**"); and

(F) Any and all "proceeds" of any of the above-described Real Estate, Improvements, Personal Property, Leases, Rents, Contracts and Appurtenances, which term "proceeds" shall have the meaning given to it in the Uniform Commercial Code, as amended, (the "**Code**") of the State in which the Property is located (collectively, the "**Proceeds**") and shall additionally include whatever is received upon the use, lease, sale, exchange, transfer, collection or other utilization or any disposition or conversion of any of the Real Estate, Improvements, Personal Property, Leases, Rents, Contracts and Appurtenances, voluntary or involuntary, whether cash or non-cash, including proceeds of insurance and condemnation awards, rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment and inventory, including without limitation, proceeds, if any, from business interruption or other loss of income insurance.

TO HAVE AND TO HOLD the above granted and conveyed Property unto and to the proper use and benefit of Mortgagee and its successors and assigns, forever.

PROVIDED ALWAYS, and these presents are upon the express condition, that if (i) all the Liabilities (other than contingent Liabilities to the extent no claim giving rise thereto has been

asserted), including without limitation, all termination payments and any other amounts due under or in connection with any swap agreements secured hereunder, are paid in full, (ii) each and every representation, warranty, agreement and covenant of this Mortgage and the other Loan Documents are complied with and abided by, and (iii) any swap agreements secured hereunder have matured or been terminated, then this Mortgage and the estate hereby created shall promptly cease and be null and void and canceled of record and any remaining amounts in any reserve account shall promptly be returned to Mortgagor.

The terms of the Loan Documents are hereby made a part of this Mortgage to the same extent and with the same effect as if fully set forth herein. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Loan Documents.

AND Mortgagor covenants and agrees with and represents to Mortgagee as follows:

1. FUTURE ADVANCES; PROTECTION OF PROPERTY. This Mortgage shall secure any additional loans as well as any and all present or future advances and readvances under the Liabilities made by Mortgagee to or for the benefit of Mortgagor or the Property within twenty (20) years from the date hereof (whether such advances are obligatory or are made at the option of Mortgagee or otherwise), including, without limitation: (i) principal, interest, late charges, fees and other amounts due under the Liabilities or this Mortgage; (ii) all advances by Mortgagee to Mortgagor or any other person to pay costs of erection, construction, alteration, repair, restoration, maintenance and completion of any improvements on the Property; (iii) all advances made or costs incurred by Mortgagee for the payment of real estate taxes, assessments or other governmental charges, maintenance charges, insurance premiums, appraisal charges, environmental inspection, audit, testing or compliance costs, and costs incurred by Mortgagee for the enforcement and protection of the Property or the lien of this Mortgage; and (iv) all legal fees, costs and other expenses incurred by Mortgagee by reason of any default or otherwise in connection with the Liabilities to the extent set forth in the Loan Agreement. The total amount of the Liabilities that may be so secured may decrease to a zero amount from time to time, or may increase from time to time, but the total unpaid balance secured at any one time shall not exceed Twenty Million Nine Hundred Eighty Four Thousand and No/100 Dollars (\$20,984,000.00).

Mortgagor agrees that if, at any time during the continuance of an Event of Default or following the commencement of a foreclosure action hereunder (whether before or after the entry of a judgment of foreclosure), Mortgagor fails to perform or observe any covenant or obligation under this Mortgage including, without limitation, payment of any of the foregoing, Mortgagee may (but shall not be obligated to) take such steps as are reasonably necessary to remedy any such nonperformance or nonobservance and provide payment thereof. All amounts advanced by Mortgagee shall be added to the amount secured by this Mortgage and the other Loan Documents (and, if advanced after the entry of a judgment of foreclosure, by such judgment of foreclosure), and shall be due and payable on demand, together with interest at the Default Rate set forth in the Note, such interest to be calculated from the date of such advance to the date of repayment thereof.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS.

2.1. **Payment and Performance.** Mortgagor shall (a) pay to Mortgagee all sums required to be paid by Mortgagor under the Loan Documents, in accordance with their stated terms and conditions; (b) perform and comply with all terms, conditions and covenants set forth in each of the Loan Documents by which Mortgagor is bound; and (c) perform and comply with all of Mortgagor's obligations and duties as landlord under any Leases.

2.2. **Seisin and Warranty.** Mortgagor hereby warrants that (a) Mortgagor is seized of an indefeasible estate in fee simple in, and warrants the title to, the Property; (b) Mortgagor has the right, full power and lawful authority to mortgage, grant, convey and assign the same to Mortgagee in the manner and form set forth herein; and (c) this Mortgage is a valid and enforceable first lien on the Property. Mortgagor hereby covenants that Mortgagor shall (a) preserve such title and the validity and priority of the lien of this Mortgage and shall forever warrant and defend the same to Mortgagee against all lawful claims whatsoever; and (b) execute, acknowledge and deliver all such further documents or assurances as may at any time hereafter be reasonably required by Mortgagee to protect fully the lien of this Mortgage.

2.3. **No Encumbrances.** Mortgagor shall not create or permit to exist any mortgage, pledge, lien, security interest (including, without limitation, a purchase money security interest or a Property-Assessed Clean Energy loan ("**PACE Loan**")), encumbrance, attachment, levy, distraint or other judicial process on or against the Property or any part thereof (including, without limitation, fixtures and other personalty), whether superior or inferior to the lien of this Mortgage, without the prior written consent of Mortgagee. For the avoidance of doubt, Mortgagor shall not obtain any PACE Loan against the Property or any portion thereof without prior written consent of Mortgagee, and any PACE Loan incurred without the Mortgagee's consent shall constitute a default hereunder. Other than Permitted Indebtedness (as defined in the Loan Agreement), neither Mortgagor nor its constituents shall obtain any mezzanine or other secondary financing. Any loans between members of Mortgagor and Mortgagor (if permitted by Mortgagee) shall be subordinate in all respects to the repayment of the Loan.

2.4. **No Modifications.** Mortgagor shall obtain Mortgagee's written consent prior to making any material modifications to the existing improvements on the Property, which consent shall be in Mortgagee's reasonable discretion.

2.5. **Removal of Fixtures.** Mortgagor shall not (except in the ordinary course of business) remove or permit to be removed from the Property any fixtures presently or in the future owned by Mortgagor as the term "fixtures" is defined by the law of the state where the Property is located (unless such fixtures have been replaced with similar fixtures of equal or greater utility and value).

2.6. **Maintenance and Repair; Alterations.** (a) Mortgagor shall (i) abstain from and not permit the commission of waste in or about the Property; (ii) keep the Property, at Mortgagor's own cost and expense, in good and substantial repair, working order and condition, ordinary wear and tear excepted; (iii) make or cause to be made, as and when necessary, all repairs and replacements, whether or not insurance proceeds are available therefor; and (iv) not remove, demolish, materially alter, discontinue the use of, permit to become deserted, or otherwise dispose of all or any part of the Property. All alterations, replacements, renewals or additions made

pursuant hereto shall automatically become a part of the Property and shall be covered by the lien of this Mortgage.

(b) Mortgagee, and any persons authorized by Mortgagee, shall have the right, but not the obligation, to enter upon the Property at any reasonable time to inspect and photograph its condition and state of repair to the extent permitted under the Loan Agreement. In the event any such inspection reveals, in the reasonable discretion of Mortgagee, the necessity for any repair, alteration, replacement, clean-up or maintenance, Mortgagor shall, at the reasonable discretion of Mortgagee, either: (i) cause such work to be effected promptly; or (ii) promptly establish an interest bearing reserve fund with Mortgagee in an amount reasonably determined by Mortgagee for the purpose of effecting such work.

2.7. **Compliance with Applicable Laws.** Mortgagor agrees to observe, conform and comply, and to cause its tenants to observe, conform and comply with all applicable federal, state, county, municipal and other governmental or quasi-governmental laws, rules, regulations, ordinances, codes, requirements, covenants, conditions, orders, licenses, permits, approvals and restrictions, including without limitation, Environmental Laws (as defined below) and the Americans with Disabilities Act of 1990 (collectively, the "**Legal Requirements**"), now or hereafter affecting all or any part of the Property, its occupancy or the business or operations now or hereafter conducted thereon and the personalty contained therein, within such time as required by such Legal Requirements. Mortgagor represents and warrants that, to the best of Mortgagor's knowledge, the Property currently is in compliance with all Legal Requirements applicable to the Property.

2.8 **Tax and Insurance Escrow Account.**

(a) As additional security for the Loan and in order to secure the performance and discharge of Mortgagor's Liabilities, but not in lieu of such Liabilities, Mortgagor shall establish and maintain at all times thereafter an impound account ("**Tax and Insurance Escrow Account**") with Mortgagee for payment of real estate taxes on the Property ("**Real Estate Taxes**") and insurance on the Property in accordance with Section 4.1.32 of the Loan Agreement.

(b) Notwithstanding the foregoing, the escrow for insurance premiums may be waived by Bank so long as Borrower provides, and continues to annually provide, evidence reasonably acceptable to Bank confirming that the Property is insured by a blanket insurance policy acceptable to Bank.

3. **SECURITY AGREEMENT.** This Mortgage constitutes a security agreement under the Code and shall be deemed to constitute a fixture financing statement. Mortgagor hereby grants to Mortgagee a security interest in all of Mortgagor's right, title and interest in the personal and other property (other than real property) included in the Property, and all replacements of, substitutions for, and additions to, such property, and the proceeds thereof. Mortgagor shall, at Mortgagor's own expense, execute, deliver, file and refile any financing or continuation statements or other security agreements Mortgagee may require from time to time to perfect, confirm or maintain the lien of this Mortgage with respect to such property. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor to execute, deliver and file

such instruments for or on behalf of Mortgagor at Mortgagor's expense, which appointment, being for security, is coupled with an interest and shall be irrevocable.

4. ASSIGNMENT OF LEASES.

4.1. Mortgagor hereby absolutely, presently and unconditionally conveys, transfers and assigns to Mortgagee all of Mortgagor's right, title and interest, now existing or hereafter arising, in and to the Leases and Rents. Notwithstanding that this assignment is effective immediately, so long as no Event of Default exists, Mortgagor shall have the privilege under a revocable license granted hereby to operate and manage the Property and to collect, as they become due, but not prior to accrual, the Rents. Mortgagor shall receive and hold such Rents in trust as a fund to be applied, and Mortgagor hereby covenants and agrees that such Rents shall be so applied, first to the operation, maintenance and repair of the Property and the payment of interest, principal and other sums becoming due under the Liabilities, before retaining and/or disbursing any part of the Rents for any other purpose. The license herein granted to Mortgagor shall automatically, without notice or any other action by Mortgagee, terminate upon the occurrence and during the continuance of an Event of Default, and all Rents subsequently collected or received by Mortgagor shall be held in trust by Mortgagor for the sole and exclusive benefit of Mortgagee. Nothing contained in this Section 4.1, and no collection by Mortgagee of Rents, shall be construed as imposing on Mortgagee any of the obligations of the lessor under the Leases.

4.2. Mortgagor shall timely perform all of its obligations under the Leases. Mortgagor represents and warrants that as of the date hereof: (a) Mortgagor has title to and full right to assign presently, absolutely and unconditionally the Leases and Rents; (b) no other assignment of any interest in any of the Leases or Rents has been made by Mortgagor; (c) there are no leases or agreements to lease all or any portion of the Property now in effect except the Leases, true and complete copies of which have been furnished to Mortgagee, and no written or oral modifications have been made thereto; (d) there is no existing default by Mortgagor or by any tenant under any of the Leases, nor has any event occurred which due to the passage of time, the giving or failure to give notice, or both, would constitute a default under any of the Leases and no tenant has any defenses, set-offs or counterclaims against Mortgagor; (e) the Leases are in full force and effect; and (f) Mortgagor has not accepted Rent under any Lease more than thirty (30) days in advance of its accrual, and payment thereof has not otherwise been forgiven, discounted or compromised.

4.3. Mortgagor shall not, without the prior written consent of Mortgagee: (a) enter into any lease at the Property; (b) amend or modify, or consent to any assignment of or subletting under, any Lease at the Property; (c) terminate or accept a surrender of any Lease; or (d) collect or accept rent from any tenant of the Property for a period of more than one month in advance. Any acts that require Mortgagee's consent under this Section 4.3, if done without the prior written consent of Mortgagee in each instance, shall be null and void.

5. DECLARATION OF NO OFFSET. Mortgagor represents to Mortgagee that Mortgagor has no knowledge of any offsets, counterclaims or defenses to the Liabilities either at law or in equity. Mortgagor shall, within three (3) days upon written request delivered in person or within seven (7) days upon request by mail, furnish to Mortgagee or Mortgagee's designee a written

statement in form satisfactory to Mortgagee stating the amount due under the Liabilities and whether there are offsets or defenses against the same, and if so, the nature and extent thereof.

6. ENVIRONMENTAL MATTERS.

6.1. **Definitions.** As used herein, "**Environmental Laws**" shall mean all existing or future federal, state and local statutes, ordinances, regulations, rules, executive orders, standards and requirements, including the requirements imposed by common law, concerning or relating to industrial hygiene and the protection of health and the environment including but not limited to: (a) those relating to the generation, manufacture, storage, transportation, disposal, release, emission or discharge of Hazardous Substances (as hereinafter defined); (b) those in connection with the construction, fuel supply, power generation and transmission, waste disposal or any other operations or processes relating to the Property; and (c) those relating to the atmosphere, soil, surface and ground water, wetlands, stream sediments and vegetation on, under, in or about the Property. Any terms mentioned herein which are defined in any Environmental Law shall have the meanings ascribed to such terms in said laws; provided, however, that if any of such laws are amended so as to broaden any term defined therein, such broader meaning shall apply subsequent to the effective date of such amendment.

6.2. **Representations, Warranties and Covenants.** Mortgagor represents, warrants, covenants and agrees as follows as of the date hereof:

(a) To the best of Mortgagor's knowledge and except as disclosed in that certain Environmental Indemnification and Release Agreement, dated as of even date herewith, by Mortgagor and various other parties in favor of Mortgagee (the "Environmental Indemnity"), neither Mortgagor nor the Property or any occupant thereof is in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority pertaining to any Environmental Law. Mortgagor shall not cause or permit the Property to be in violation of, or do anything which would subject the Property to any remedial obligations under, any Environmental Law, and shall promptly notify Mortgagee in writing of any known existing, pending or threatened investigation or inquiry by any governmental authority in connection with any Environmental Law. In addition, Mortgagor shall promptly provide Mortgagee with copies of any and all material written communications with any governmental authority in connection with any Environmental Law following Mortgagor's giving or receiving of same.

(b) Mortgagor has taken all steps reasonably necessary to determine and has determined that, except as set forth in the Environmental Indemnity, there has been no release, spill, discharge, leak, disposal or emission (individually a "**Release**" and collectively, "**Releases**") of any hazardous material, hazardous substance or hazardous waste, including gasoline, petroleum products, explosives, toxic substances, solid wastes and radioactive materials (collectively, "**Hazardous Substances**") at, upon, under or within the Property, which have not been fully remediated in accordance with Environmental Laws. The use which Mortgagor or any other occupant of the Property makes or intends to make of the Property will not, to Mortgagor's knowledge, result in Release of any Hazardous Substances on or to the Property. During the term of this Mortgage, Mortgagor shall take all steps necessary to determine whether there has been a Release of any Hazardous Substances on or to the Property and if Mortgagor finds a Release has

occurred, Mortgagor shall remove or remediate the same promptly upon discovery at its sole cost and expense.

(c) Except as set forth in the Environmental Indemnity and to Mortgagor's Knowledge, the Property has never been used by the present or previous owners and/or operators nor will be used in the future to refine, produce, store, handle, transfer, process, transport, generate, manufacture, heat, treat, recycle or dispose of Hazardous Substances.

(d) Except as set forth in the Environmental Indemnity and to Mortgagor's Knowledge, the Property: (i) is being and has been operated in compliance with all Environmental Laws, and all permits required thereunder have been obtained and complied with in all respects; and (ii) does not have any Hazardous Substances present excepting small quantities of petroleum and chemical products, in proper storage containers, that are necessary for the construction or operation of the commercial business of Mortgagor and its tenants, and the usual waste products therefrom ("**Permitted Substances**").

(e) Mortgagor will and will cause its tenants to operate the Property in compliance with all Environmental Laws and, other than Permitted Substances, will not place or permit to be placed any Hazardous Substances on the Property.

(f) No lien has been attached to or threatened in a written notice delivered to Mortgagor to be imposed upon the Property, and to Mortgagor's knowledge, there is no basis for the imposition of any such lien based on any governmental action under Environmental Laws. Neither Mortgagor nor, to Mortgagor's knowledge, any other person is or will be involved in operations at the Property which could lead to the imposition of environmental liability on Mortgagor, or on any subsequent or former owner of the Property, or the creation of an environmental lien on the Property. In the event that any such lien is filed, Mortgagor shall, within sixty (60) days from the date that the Mortgagor is given notice of such lien (or within such shorter period of time as is appropriate in the event that steps have commenced to have the Property sold), either: (i) pay the claim and remove the lien from the Property; or (ii) furnish a cash deposit, bond or other security satisfactory in form and substance to Mortgagee in an amount sufficient to discharge the claim out of which the lien arises.

6.3. **Right to Inspect and Cure.** Mortgagee shall have the right to conduct or have conducted by its agents or contractors, upon prior written notice to Mortgagor, such environmental inspections, audits and tests as Mortgagee shall deem necessary or advisable from time to time at the sole cost and expense of Mortgagor; provided, however, that Mortgagee shall not conduct any such inspection, audit or test annually Mortgagee has a good faith belief that a violation of Environmental Laws may exist at the Property. The cost of such inspections, audits and tests shall be added to the Liabilities and shall be secured by this Mortgage. Mortgagor shall, and shall cause each tenant of the Property to, cooperate with such inspection efforts; such cooperation shall include, without limitation, supplying all information requested concerning the operations conducted and Hazardous Substances located at the Property. In the event that Mortgagor fails to comply with any Environmental Law, Mortgagee may, upon prior written notice to Mortgagor, in addition to any of its other remedies under this Mortgage, cause the Property to be in compliance

with such laws and the cost of such compliance shall be added to the sums secured by this Mortgage in accordance with the provisions of Section 1 hereof.

6.4 **Environmental Indemnification.** (a) Mortgagor agrees, jointly and severally, to unconditionally and absolutely indemnify and hold Mortgagee, its officers, directors, employees, agents and attorneys harmless from and against any loss, cost, liability, damage, claim or expense, including reasonable out-of-pocket and documented attorneys' fees, suffered or incurred by Mortgagee in connection with the Property at any time, whether before, during or after enforcement of Mortgagee's rights and remedies upon default under the Loan Documents, under or on account of, or as a result of (i) any violation of applicable Environmental Laws, (ii) any presence, release, or threat of release of Hazardous Substances at, upon, under or within the Property to the extent set forth in that certain Environmental Indemnity, (iii) the presence of asbestos or asbestos-containing materials, PCB's, radon gas, urea formaldehyde foam insulation or lead (whether in paint, water, soil, or plaster) at the Property in contravention of Environmental Laws, (iv) any breach of the representations and warranties made in this Section 6 as of the date when made after the expiration of all applicable grace and cure periods, or (v) the breach by Mortgagor of its obligations in this Section 6 with respect to: (A) the imposition by any governmental authority of any lien upon the Property, (B) clean-up costs, (C) liability for personal injury or property damage or damage to the environment, (D) any diminution in the value of the Property and (E) fines, penalties and punitive damages, or (vi) the failure of Mortgagor to duly perform the obligations or take actions otherwise required pursuant to the terms of that certain Environmental Indemnification and Release Agreement, dated of even date herewith.

(b) Mortgagor further agrees that Mortgagee shall not assume any liability or obligation for loss, damage, fines, penalties, claims or duty to clean up or dispose of wastes or materials on or relating to the Property as a result of any conveyance of title to the Property to the Mortgagee or otherwise or as a result of any inspections or any other actions made or taken by Mortgagee on the Property unless caused by the negligent or intentional acts of Mortgagee or anyone acting by or through Mortgagee, and (ii) Mortgagor agrees to remain fully liable and shall indemnify and hold harmless Mortgagee from any costs, expenses, clean-up costs, waste disposal costs, litigation costs, fines and penalties, including without limitation any costs, expenses, penalties and fines within the meaning of any applicable Environmental Laws.

(c) Mortgagor shall assume the burden and expense of defending Mortgagee, with counsel selected by Mortgagor and reasonably satisfactory to Mortgagee, against all legal and administrative proceedings arising out of the occurrences to which this Section 6 applies. Mortgagee shall have the right, but not the obligation, to participate in the defense of any such proceedings; provided, however, that the costs thereof shall be borne by Mortgagee if Mortgagee engages separate counsel unless Mortgagee reasonably believes counsel selected by Mortgagor is not conducting an adequate defense and new counsel selected by Mortgagor and reasonably approved by Mortgagee is not provided within ten (10) days following written notice from Mortgagee, in which event the cost of Mortgagee's separate counsel shall be borne by Mortgagor. Mortgagor may compromise or settle any such proceedings without the consent of Mortgagee only if the claimant agrees as part of the compromise or settlement that Mortgagee shall have no responsibility or liability for the payment or discharge of any amount agreed upon or obligation to take any other action.

(d) Mortgagor shall pay when due any judgments against Mortgagee which have been indemnified under this Section 6 and which are rendered by a final order or decree of a court of competent jurisdiction from which no further appeal may be taken or has been taken within the applicable appeal period. In the event that such payment is not made, Mortgagee, in its sole discretion, may pay any such judgments on five (5) Business Days prior written notice to Mortgagor, in whole or in part, and look to Mortgagor for reimbursement pursuant to this Section 6, or may proceed to file suit against Mortgagor to compel such payment.

(e) Notwithstanding anything to the contrary herein or any other Loan Document, the indemnity set forth herein shall not apply to any loss, expenses or costs or other liability wholly arising after the Transition Date (as such term is defined in the Environmental Indemnity).

7. **EVENTS OF DEFAULT**. Each of the following shall constitute a default (each, an "Event of Default") hereunder:

7.1. Non-payment when due of any sum required to be paid to Mortgagee under any of the Loan Documents, including without limitation, principal and interest, after the expiration of all applicable grace and cure periods;

7.2. A breach of any covenant contained in Sections 2.3, 2.4, 2.6 or 2.7 hereof;

7.3. A breach by Mortgagor of any other term, covenant, condition, obligation or agreement under this Mortgage, and the continuance of such breach for a period of thirty (30) days after written notice thereof shall have been given to Mortgagor; provided, however, that if Mortgagor commences to cure such failure during the cure period and is diligently and in good faith attempting to effect such cure, the cure period shall be extended for sixty (60) additional days, but in no event shall the cure period be longer than ninety (90) days in the aggregate;

7.4. An Event of Default under the Note, the Loan Agreement or any of the other Loan Documents;

7.5. Any representation or warranty made by Mortgagor or any guarantor in any Loan Document or to induce Mortgagee to enter into the transactions contemplated hereunder shall prove to be false, incorrect or misleading in any material respect as of the date when made;

7.6. The filing by or against Mortgagor or any guarantor of a petition seeking relief, or the granting of relief, under the Federal Bankruptcy Code or any similar federal or state statute; any assignment for the benefit of creditors made by Mortgagor or any guarantor, unless with respect to any involuntary proceeding, it is dismissed within sixty (60) days after the filing thereof; the appointment of a custodian, receiver, liquidator or trustee for Mortgagor or any guarantor or for any of the property of Mortgagor or any such guarantor, or any action by Mortgagor or any guarantor to effect any of the foregoing if, in each case, such custodian, receiver, liquidator or trustee is removed within sixty (60) days after being appointed; or if Mortgagor or any guarantor becomes insolvent (however defined) or is not paying its debts generally as they become due or in the event of any similar act or occurrence;

7.7. The death, dissolution, liquidation, merger, consolidation or reorganization of Mortgagor or any guarantor or the institution of any proceeding to effect any of the foregoing;

7.8. An event of default under any other agreement entered into by Mortgagor (or any affiliate of Mortgagor) or any guarantor (or affiliate of any such guarantor) in favor of Mortgagee, including without limitation, under swap agreements (as defined in 11 U.S.C. §101), or under any document securing or evidencing such obligation, whether or not such obligation is secured by the Property, in each case, after the expiration of all applicable grace or cure periods;

7.9. The filing, entry or issuance of any judgment, execution, garnishment, attachment, distraint or lien against Mortgagor or any guarantor or their property, unless such judgment, execution, garnishment, attachment, distraint or lien is discharged by Mortgagor within sixty (60) days after its filing, entry or issuance; or

7.10. A default under any other obligation secured by the Property or any part thereof; or

7.11. Additionally, if the Real Estate consists of more than one parcel or tract of land, a default as to one parcel or tract of land of the Real Estate shall constitute a default or "Event of Default" as to all of the Property.

8. REMEDIES. If an Event of Default shall have occurred, Mortgagee may take any of the following actions:

8.1. **Acceleration.** Mortgagee may declare the entire amount of the Liabilities immediately due and payable, without presentment, demand, notice of any kind, protest or notice of protest, all of which are expressly waived, notwithstanding anything to the contrary contained in any of the Loan Documents, except as set forth in the Loan Documents. Mortgagee may charge and collect interest from the date of default on the unpaid balance of the Liabilities, at the Default Rate set forth in the Note.

8.2. **Possession.** Mortgagee may enter upon and take possession of the Property, with or without legal action (to the extent permitted under applicable law), lease the Property, collect therefrom all rentals and, after deducting all costs of collection and administration expense, apply the net rentals to any one or more of the following items in such manner and in such order of priority as Mortgagee, in Mortgagee's sole discretion, may elect, as follows: the payment of any sums due under any prior lien, taxes, water and sewer rents, charges and claims, insurance premiums and all other carrying charges, to the maintenance, repair or restoration of the Property, or on account of the Liabilities. Mortgagee is given full authority to do any act which Mortgagor could do in connection with the management and operation of the Property. This covenant is effective either with or without any action brought to foreclose this Mortgage and without applying for a receiver of such rents. In addition to the foregoing, upon the occurrence of an Event of Default, Mortgagor shall pay monthly in advance to Mortgagee or to any receiver appointed to collect said rents the fair and reasonable rental value for Mortgagor's use and occupation of the Property, and upon default in any such payment Mortgagor shall vacate and surrender the possession of the Property to Mortgagee or to such receiver. If Mortgagor does not vacate and surrender the Property then Mortgagor may be evicted by summary proceedings.

8.3. **Foreclosure.** Mortgagee may institute any one or more actions of mortgage foreclosure against all or any part of the Property, or take such other action at law, equity or by contract for the enforcement of this Mortgage and realization on the security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the Liabilities. The unpaid balance of any judgment shall bear interest at the greater of (a) the statutory rate provided for judgments, or (b) the Default Rate (as defined in the Note). Without limiting the foregoing, Mortgagee may foreclose this Mortgage and exercise its rights as a secured party for all or any portion of the Liabilities which are then due and payable, subject to the continuing lien of this Mortgage for the balance not then due and payable. In case of any sale of the Property by judicial proceedings, the Property may be sold in one parcel or in such parcels, manner or order as Mortgagee in its sole discretion may elect. Mortgagor, for itself and anyone claiming by, through or under it, hereby agrees that Mortgagee shall in no manner, in law or in equity, be limited, except as herein provided, in the exercise of its rights in the Property or in any other security hereunder or otherwise appertaining to the Liabilities or any other obligation secured by this Mortgage, whether by any statute, rule or precedent which may otherwise require said security to be marshalled in any manner and Mortgagor, for itself and others as aforesaid, hereby expressly waives and releases any right to or benefit thereof. The failure to make any tenant a defendant to a foreclosure proceeding shall not be asserted by Mortgagor as a defense in any proceeding instituted by Mortgagee to collect the Liabilities or any deficiency remaining unpaid after the foreclosure sale of the Property.

8.4. **Appointment of Receiver.** Mortgagee may petition a court of competent jurisdiction to appoint a receiver of the Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver, without regard to the then value of the Property or whether the Property shall be then occupied as a homestead or not, and without regard to whether Mortgagor has committed waste or allowed deterioration of the Property, and Mortgagee or any agent of Mortgagee may be appointed as such receiver. Mortgagor hereby agrees that Mortgagee has a special interest in the Property and absent the appointment of such receiver the Property shall suffer waste and deterioration and Mortgagor further agrees that it shall not contest the appointment of a receiver and hereby so stipulates to such appointment pursuant to this paragraph. Such receiver shall have the power to perform all of the acts permitted Mortgagee pursuant to Section 8.2 above and such other powers which may be necessary or customary in such cases for the protection, possession, control, management and operation of the Property during such period.

8.5. **Rights as a Secured Party.** Mortgagee shall have, in addition to other rights and remedies available at law or in equity, the rights and remedies of a secured party under the Code. Mortgagee may elect to foreclose such of the Property as then comprise fixtures pursuant either to the law applicable to foreclosure of an interest in real estate or to that applicable to personal property under the Code. To the extent permitted by law, Mortgagor waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect.

8.6. **Excess Monies.** Mortgagee may apply on account of the Liabilities any unexpended monies still retained by Mortgagee that were paid by Mortgagor to Mortgagee: (a) for the payment of, or as security for the payment of taxes, assessments or other governmental

charges, insurance premiums, or any other charges; or (b) to secure the performance of some act by Mortgagor, in each case, until the indefeasible payment in full of all Liabilities (other than contingent Liabilities to the extent no claim giving rise thereto has been asserted).

8.7. **Other Remedies.** Mortgagee shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this Mortgage, as they become due, without regard to whether or not any other Liabilities shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action of mortgage foreclosure, or any other action, for any default by Mortgagor existing at the time the earlier action was commenced. In addition, Mortgagee shall have the right to set-off all or any part of any amount due by Mortgagor to Mortgagee under any of the Liabilities, against any indebtedness, liabilities or obligations owing by Mortgagee in any capacity to Mortgagor, including any obligation to disburse to Mortgagor any funds or other property on deposit with or otherwise in the possession, control or custody of Mortgagee.

9. **MISCELLANEOUS.**

9.1. **Notices.** All notices and communications under this Mortgage shall be in writing and shall be given by either (a) hand-delivery, (b) first class mail (postage prepaid), or (c) reliable overnight commercial courier (charges prepaid), to the addresses listed in this Mortgage. Notice shall be deemed to have been given and received: (a) if by hand delivery, upon delivery; (b) if by mail, three (3) calendar days after the date first deposited in the United States mail; and (c) if by overnight courier, on the date scheduled for delivery. A party may change its address by giving written notice to the other party as specified herein.

If to Mortgagor: Alta Coral Gables Office, LLC
2950 SW 27th Avenue
Suite 220
Miami, FL 33133
Attn: Felipe Raimundo Onetto

If to Mortgagee: Amerant Bank, N.A.
220 Alhambra Circle, 11th Floor
Coral Gables, Florida 33134
Attn: Legal Department

With Copy to: Holland & Knight LLP
701 Brickell Avenue, 33rd Floor
Miami, Florida 33131
Attn: Gavin Williams, Esq.

9.2. **Remedies Cumulative.** The rights and remedies of Mortgagee as provided in this Mortgage or in any other Loan Document shall be cumulative and concurrent, may be pursued separately, successively or together, may be exercised as often as occasion therefor shall arise, and shall be in addition to any other rights or remedies conferred upon Mortgagee at law or in equity. The failure, at any one or more times, of Mortgagee to assert the right to declare the Liabilities

due, grant any extension of time for payment of the Liabilities, take other or additional security for the payment thereof, release any security, change any of the terms of the Loan Documents, or waive or fail to exercise any right or remedy under any Loan Document shall not in any way affect this Mortgage or the rights of Mortgagee.

9.3. **No Implied Waiver.** Mortgagee shall not be deemed to have modified or waived any of its rights or remedies hereunder unless such modification or waiver is in writing and signed by Mortgagee, and then only to the extent specifically set forth therein. A waiver in one event shall not be construed as continuing or as a waiver of or bar to such right or remedy on a subsequent event.

9.4. **Partial Invalidity.** The invalidity or unenforceability of any one or more provisions of this Mortgage shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

9.5. **Binding Effect.** The covenants, conditions, waivers, releases and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the parties hereto and their respective heirs, executors, administrators, successors and assigns and are intended and shall be held to be real covenants running with the land; provided, however, that this Mortgage cannot be assigned by Mortgagor without the prior written consent of Mortgagee, and any such assignment or attempted assignment by Mortgagor shall be void and of no effect with respect to Mortgagee.

9.6. **Modifications.** This Mortgage may not be supplemented, extended, modified or terminated except by an agreement in writing signed by the parties hereto.

9.7. **Commercial Loan.** Mortgagor represents and warrants that the loans or other financial accommodations included as Liabilities secured by this Mortgage were obtained solely for the purpose of carrying on or acquiring a business or commercial investment and not for residential, consumer or household purposes.

9.8. **Governing Law.** This Mortgage shall be governed by and construed in accordance with the substantive laws of the State of Florida without reference to conflict of laws principles.

9.9 **CONSENT TO JURISDICTION.** WITH RESPECT TO ANY LEGAL OR EQUITABLE SUIT, ACTION, CLAIM OR PROCEEDING ARISING HEREUNDER OR UNDER THE OTHER LOAN DOCUMENTS, MORTGAGOR (I) IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT LOCATED IN MIAMI-DADE COUNTY, FLORIDA, OR THE CIRCUIT COURT OF THE STATE OF FLORIDA LOCATED IN MIAMI-DADE COUNTY, FLORIDA, (II) AGREES THAT ALL SUCH SUITS, ACTIONS, CLAIMS OR PROCEEDINGS MAY BE HEARD AND DETERMINED IN SUCH COURTS AND (III) IRREVOCABLY WAIVES ANY (A)

OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY SUIT, ACTION, CLAIM OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT BROUGHT IN ANY SUCH STATE OR FEDERAL COURT AND (B) ANY CLAIM THAT ANY SUCH SUIT, ACTION, CLAIM OR PROCEEDING BROUGHT IN ANY SUCH STATE OR FEDERAL COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.


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

9.11. **Non-Merger.** In the event Mortgagee shall acquire title to the Property by conveyance from Mortgagor or as a result of foreclosure, this Mortgage shall not merge in the fee estate of the Property but shall remain and continue as an existing and enforceable lien for the Liabilities secured hereby until the same shall be released of record by Mortgagee in writing.

<Remainder of page intentionally left blank; signature page to follow.>

IN WITNESS WHEREOF, Mortgagor, intending to be legally bound, has duly executed and delivered this Mortgage and Security Agreement as of the day and year first above written.

WITNESS:


Name: marcela Jimenez

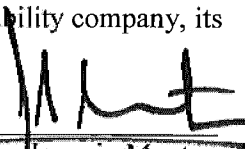

Name: SOLANGE B. CAMET

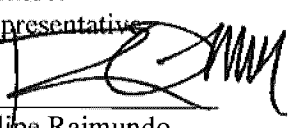
MORTGAGOR:

ALTA CORAL GABLES OFFICE, LLC,
a Florida limited liability company

By: Alta Coral Gables Office Investors LLC
a Florida limited liability company,
its manager

By: Alta Group Management
Eleven, LLC, a Florida
limited liability company, its
manager

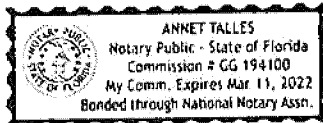
By: 
Name: Juan Ignacio Montes
Labarca
Title: Member
Representative

By: 
Name: Felipe Raimundo
Onetto
Title: Member
Representative

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of June, 2021, by Juan Ignacio Montes Labarca, as Member Representative of Alta Group Management Eleven, LLC, a Florida limited liability company, the manager of Alta Coral Gables Office Investors LLC, a Florida limited liability company, the manager of ALTA CORAL GABLES OFFICE, LLC, a Florida limited liability company, on behalf of said limited liability companies. He is personally known to me (YES) (NO) or has produced _____ as identification.

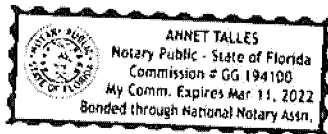


[Signature]
 Notary Public

ANNET TALLEES
 Printed Name of Notary

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of June, 2021, by Felipe Raimundo Onetto, as Member Representative of Alta Group Management Eleven, LLC, a Florida limited liability company, the manager of Alta Coral Gables Office Investors LLC, a Florida limited liability company, the manager of ALTA CORAL GABLES OFFICE, LLC, a Florida limited liability company, on behalf of said limited liability companies. He is personally known to me (YES) (NO) or has produced _____ as identification.



[Signature]
 Notary Public

ANNET TALLEES
 Printed Name of Notary

EXHIBIT "A"**LEGAL DESCRIPTION****Parcel 1: (Fee Simple)**

All of Lots 39, 40, 41 and 42, together with a portion of Lot 38, and together with a portion of that certain former 30-foot alley closed by Ordinance No. 2015-08, recorded in Official Records Book 31451, Page 911, of the Public Records of Miami-Dade County, all lying within Block 3, of REVISED PLAT OF CORAL GABLES INDUSTRIAL SECTION, according to the Plat thereof, as recorded in Plat Book 28, Page 22, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: The North 108.00 feet of the West 104.00 feet of said Block 3.

Parcel 2: (Easement)

Perpetual, Non-exclusive easement(s) for the benefit of Parcel 1 hereinabove, as created by and further described in that Reciprocal Easement and Operating Agreement by and between Alta Coral Gables, LLC, a Florida limited liability company, and Alta Coral Gables Office, LLC, a Florida limited liability company, dated February 17, 2021, recorded on February 25, 2021 in Official Records Book 32368, Page 4822, of the Public Records of Miami-Dade County, Florida, over, upon and across the lands described therein, and for the purposes expressed therein.

All of said lands situate, lying and being in Miami-Dade County, Florida.

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Amerant Bank, National Association



Institution Details

Data as of 06/17/2022



FDIC Insured
Since 09/17/1979

FDIC Cert #
22953

Established
09/17/1979

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

Primary Federal Regulator
Comptroller of the Currency

Main Office Address
220 Alhambra Cir
Fl 12
Coral Gables, FL 33134

Primary Website
www.amerantbank.com

Locations
25 domestic locations: 2 states and
0 territories.
0 in foreign locations.

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

Consumer Assistance
HelpWithMyBank.gov

Contact the FDIC
[Amerant Bank, National Association](#)

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Locations

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Institution Profile

Other Names

25 Branch Offices

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Results

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1



Page #

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Address

220

16059	Main Office	Amerant Bank, National Association	Alhambra Cir FI 12 Coral Gables, FL 33134	Coral Gables	Miami-Dade	FL	Full Service Branch
255707	1	Coral Gables Branch	220 Alhambra Circle Coral Gables, FL 33134	Coral Gables	Miami-Dade	FL	Full Service Branch
11630	3	Edgewater Banking Center Branch	2590 Biscayne Blvd Miami, FL 33137	Miami	Miami-Dade	FL	Full Service Branch
255709	9	West Hialeah Branch	11701 West Okeechobee Road Hialeah, FL 33018	Hialeah	Miami-Dade	FL	Full Service Branch
255711	11	Cypress Creek Branch	800 West Cypress Creek Road Fort Lauderdale, FL 33309	Fort Lauderdale	Broward	FL	Full Service Branch
360555	14	Kendall Branch	11631 Southwest 88th Street Miami, FL 33176	Miami	Miami-Dade	FL	Full Service Branch
360991	15	Weston Branch	2630 Weston Road Weston, FL 33391	Weston	Broward	FL	Full Service Branch

			Weston, FL 33331				...
419926	16	Galloway Branch	2500 Nw 87th Avenue Doral, FL 33172	Doral	Miami-Dade	FL	Full S Bric M
440388	17	Town & Country Bank Branch	750 Town And Country Boulevard Suite 100 Houston, TX 77024	Houston	Harris	TX	Full S Bric M
61646	21	Pinecrest Branch	9350 South Dixie Hwy Miami, FL 33156	Miami	Miami-Dade	FL	Full S Bric M
366313	22	Aventura Branch	3001 Aventura Boulevard Aventura, FL 33180	Aventura	Miami-Dade	FL	Full S Bric M
445013	23	Coral Way Branch	Corner Of Coral Way & 70th Court Miami, FL 33155	Miami	Miami-Dade	FL	Full S Bric M
536809	26	Fm 1960 West Branch	12145 Fm 1960 Road West Houston, TX 77065	Houston	Harris	TX	Full S Bric M
557411	28	South Shepherd Branch	3200 South Shepherd Drive Houston, TX 77098	Houston	Harris	TX	Full S Bric M

561921	29	Tanglewood Branch	5897 San Felipe Street Houston, TX 77057	Houston	Harris	TX	Full S Bric M
564207	30	West 41 Street Branch	11401 Nw 41st Street Doral, FL 33178	Doral	Miami-Dade	FL	Full S Bric M
576783	32	Champions Banking Center Branch	10143 Louetta Road Houston, TX 77070	Houston	Harris	TX	Full S Bric M
577611	34	Sugarland Branch	330 Hwy 6 Sugar Land, TX 77478	Sugar Land	Fort Bend	TX	Full S Bric M
585871	35	Pembroke Pine Banking Center Branch	179 Hiatus Road Pembroke Pines, FL 33026	Pembroke Pines	Broward	FL	Full S Bric M
605509	36	Coral Springs Branch	1755 University Drive Coral Springs, FL 33065	Coral Springs	Broward	FL	Full S Bric M
605858	37	Katy Banking Center Branch	21776 Katy Fwy Katy, TX 77449	Katy	Harris	TX	Full S Bric M
617251	38	Davie Banking Center	4751 South University Drive Davie, FL	Davie	Broward	FL	Full S Bric M

33328

617297	39	Miami Lakes Banking Center Branch	15151 Nw 67th Ave Miami Lakes, FL 33014	Miami Lakes	Miami- Dade	FL	Full S Bric M
619278	40	Boca Raton Banking Center	2301 Glades Road Boca Raton, FL 33431	Boca Raton	Palm Beach	FL	Full S Bric M
623059	41	Delray Beach Banking Center Branch	1811 S Federal Hwy Unit 100 Delray Beach, FL 33483	Delray Beach	Palm Beach	FL	Full S Bric M