



PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 07/06/2025

PROPERTY INFORMATION	
Folio	03-4129-026-2050
Property Address	1021 HARDEE RD CORAL GABLES, FL 33146-3329
Owner	JUAN M DELGADO TRS , JUAN M REVOCABLE TRUST
Mailing Address	1021 HARDEE RD CORAL GABLES, FL 33146
Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	1
Actual Area	
Living Area	
Adjusted Area	3,142 Sq.Ft
Lot Size	5,000 Sq.Ft
Year Built	1925

ASSESSMENT INFORMATION			
Year	2025	2024	2023
Land Value	\$1,000,000	\$1,235,600	\$990,000
Building Value	\$892,328	\$512,774	\$461,497
Extra Feature Value	\$0	\$0	\$0
Market Value	\$1,892,328	\$1,748,374	\$1,451,497
Assessed Value	\$1,382,129	\$1,256,481	\$1,142,256

BENEFITS INFORMATION				
Benefit	Type	2025	2024	2023
Non-Homestead Cap	Assessment Reduction	\$510,199	\$491,893	\$309,241
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

SHORT LEGAL DESCRIPTION	
C GABLES RIVIERA SEC 9 PB 28-29	
LOT 16 BLK 145	
LOT SIZE 50.000 X 100	



TAXABLE VALUE INFORMATION			
Year	2025	2024	2023
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,382,129	\$1,256,481	\$1,142,256
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,892,328	\$1,748,374	\$1,451,497
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,382,129	\$1,256,481	\$1,142,256
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,382,129	\$1,256,481	\$1,142,256

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
05/18/2017	\$1,200,000	30546-2406	Qual by exam of deed
04/10/2015	\$100	29577-1573	Unable to process sale due to deed errors

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.miamidadegov/info/disclaimer.asp>

City's Exhibit #1

1021 Hardee Rd

<u>Owner (deed and PA address)</u> JUAN M. DELGADO, TRUSTEE, OF THE JUAN M. REVOCABLE TRUST, U/A/D 09/04/07 ATTN.: EVANGELINE DELGADO 1021 HARDEE RD CORAL GABLES, FL 33146-3329	<u>Owner (attorney provided address)</u> JUAN M. DELGADO, TRUSTEE, OF THE JUAN M. REVOCABLE TRUST, U/A/D 09/04/07 C/O MICHAEL P. PETERSON, ESQ. PETERSON & BALDOR, PLLC 8000 S.W. 117 AVE, STE. 206 MIAMI, FL 33183-4809
<u>Mortgagee (nominee)</u> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR ONSLOW BAY FINANCIAL, LLC 1901 E. VOORHEES ST, STE C DANVILLE, IL 61834-4512	<u>Mortgagee</u> ONSLOW BAY FINANCIAL, LLC 1211 AVE OF THE AMERICAS, FL 41 NEW YORK, NY 10036-8705
<u>Mortgagee</u> ONSLOW BAY FINANCIAL, LLC c/o CORPORATION SERVICE COMPANY REGISTERED AGENT 1201 HAYS ST TALLAHASSEE, FL 32301-2525	

City's Exhibit #2

Permit N... ↑	Permit T...	Permit ...	Permit ...	Applicati...	Expiratio...	Fina...	Description	Main Addr...
BLDR-22-04-1339	FBC Residential	Interior Remodel	Cancelled	04/15/2022		12/06/2022	CANCELLED - SEE BLDR-22-04-1349 FOR PERMIT & REVIEW	1021 HARDEE RD
BLDR-22-04-1349	FBC Residential	Addition/ Exterior Renovations	Issued	04/20/2022	07/26/2026		**RESIDENTIAL *HISTORIC *INTERIOR/ EXTERIOR RENOVATIONS & CARPORT (200SQFT)	1021 HARDEE RD
BLDR-23-07-3996	FBC Residential	Roofing	Issued	07/31/2023	07/26/2026		RE-ROOF EXISTING TILE ROOF TO NEW TILE FLAT TILE ROOF PREVIOUSLY APPROVED. RE-ROOF EXISTING FLAT ROOF TO NEW WHITE SINGLE PLY TPO MEMBRANE.	1021 HARDEE RD
BLDR-25-07-7799	FBC Residential	Addition/ Exterior Renovations	Finalized	07/21/2025	03/16/2026	09/17/2025	Structural Shoring-City Project Emergency	1021 HARDEE RD
ELER-23-10-1610	Electrical Residential	Addition/ Exterior Renovations	Issued	10/22/2023	07/26/2026		Electrical sub permit - BLDR22041349- **PRIVATE PROVIDER-(IN SPECTIONS ONLY) PARAMOUNT CONSULTING & ENGINEERING INC** **RESIDENTIAL *HISTORIC *INTERIOR/ EXTERIOR RENOVATIONS & CARPORT (200SQFT)	1021 HARDEE RD
MECR-22-05-0237	Mechanical Residential	New Construction	Cancelled	05/18/2022		05/16/2023	Cancelled due to user error	1021 HARDEE RD
PEXT-24-04-0773	Permit Extension/ Renewal	Building	Cancelled	04/25/2024		04/29/2024	CANCELLED- PRIVATE PROVIDER*****RESIDENTIAL *HISTORIC *INTERIOR/ EXTERIOR RENOVATIONS & CARPORT (200SQFT)	1021 HARDEE RD
PEXT-24-10-1337	Permit Extension/ Renewal	Building	Cancelled	10/28/2024		10/30/2024	CANCELLED, PERMIT NOT NEEDED MASTER PERMIT BLDR-23-07-3996 IS VALID UNTIL 12/30/2024 --- RE-ROOF EXISTING TILE ROOF TO NEW TILE FLAT TILE ROOF PREVIOUSLY APPROVED. RE-ROOF EXISTING FLAT ROOF TO NEW WHITE SINGLE PLY TPO MEMBRANE.	1021 HARDEE RD
PEXT-25-01-1530	Permit Extension/ Renewal	Building	Finalized	01/10/2025		02/12/2025	***01/10/2025***PRIVATE PROVIDER-(INSPECTIONS ONLY) PARAMOUNT CONSULTING & ENGINEERING INC** **RESIDENTIAL *HISTORIC *INTERIOR/ EXTERIOR RENOVATIONS & CARPORT (200SQFT)	1021 HARDEE RD
PEXT-25-12-2623	Permit Extension/ Renewal	Building	Finalized	12/29/2025		01/26/2026	***01/26/2026***** **RESIDENTIAL *HISTORIC *INTERIOR/ EXTERIOR RENOVATIONS & CARPORT (200SQFT)	1021 HARDEE RD
SHOP-25-07-1716	Shop Drawings	Scaffolding/ Shoring	Cancelled	07/01/2025	01/13/2026	07/21/2025	CANCELLED AS PER MR. LOPEZ, BUILDING OFFICIAL. **** **RESIDENTIAL *HISTORIC *INTERIOR/ EXTERIOR RENOVATIONS & CARPORT (200SQFT)	1021 HARDEE RD
UNST-25-06-0034	Unsafe Structure & Emergency Action	Unsafe Structure & Emergency Action	Submitted	06/18/2025			UNSAFE STRUCTURE	1021 HARDEE RD

City's Exhibit #3

This instrument prepared by and
after recording return to:
Analyn Hernandez
Secretary to the Construction
Regulation Board
Development Services Department
City of Coral Gables
427 Biltmore Way
Coral Gables, FL 33134-5717

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

CITY OF CORAL GABLES,
Petitioner,

Case No. 25-9340

vs.

JUAN M. DELGADO, TRUSTEE
OF THE JUAN M. REVOCABLE TRUST,
U/A/D 09/04/07*
1021 HARDEE RD
CORAL GABLES, FL 33146-3329,
Respondent.

AFFIDAVIT OF COSTS AND CLAIM OF LIEN

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Under penalty of perjury, I hereby certify that:

1. My name is Analyn Hernandez and I am and over 18 years of age.
2. I am the Secretary to the Construction Regulation Board ("Board") for the City of Coral Gables, Florida ("CITY").
3. My employer's address is City Hall, 405 Biltmore Drive, Coral Gables, FL 33134.
4. I am authorized to make this affidavit as the Secretary to the Board and I am the official records custodian for the CITY of the case files of the Board.
5. I am familiar with the nature of an oath and the penalties or punishment associated with knowingly making a false certification or declaration.
6. I submit this affidavit, pursuant to §§ 90.902(4) and (11), Fla. Stat., based on my on personal knowledge and based on review of the CITY's public records described below.

* - Juan M. Delgado, Trustee, is the record owner named in the deed, however, the current, full name of the Respondent is ELIZABETH MARIE DELGADO and JOHN A. DELGADO, individually and as successor co-trustees of the JUAN M. REVOCABLE TRUST, U/A/D 09/04/07, a/k/a the JUAN M. DELGADO REVOCABLE TRUST, U/A/D 09/04/07.

City's Exhibit #4

7. The CITY brought the above-styled unsafe structures proceeding against the owner, JUAN M. DELGADO, TRUSTEE, OF THE JUAN M. REVOCABLE TRUST, U/A/D 09/04/07 a/k/a JUAN M. DELGADO REVOCABLE TRUST, U/A/D 09/04/07 ("Owner"), of the property located at 1021 Hardee Road, having folio number 03-4129-026-2050, and legally described as follows:

Lot 16, in Block 145, of REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 9, according to the Plat thereof, as recorded in Plat Book 28, at Page 29 of the Public Records of Miami-Dade County, Florida ("Property").

8. I hereby verify that I have reviewed the records maintained at the CITY in this matter and have determined that the attached records in Composite Exhibit "A" are a true and correct copy of the records maintained by the CITY of its administrative costs, including investigative costs and attorneys' fees, and the costs of corrective action incurred by the CITY in enforcing the unsafe structures provisions of the CITY code, as applicable and as set forth below. The attached records are not intended to be every record in the CITY's possession that relates to the costs.

9. The amount claimed for the CITY's lien, pursuant to Section 105-98 of the City Code and other applicable code sections, not including accrued interest, is \$268,752.40, as set forth in the following table:

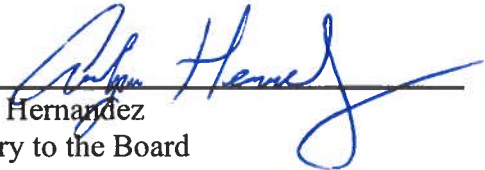
#	Description	Amount
1.	Administrative costs, including investigative costs and attorneys' fees	TBD
2.	Costs of corrective action: contractor, Gavarrete Inc. (original contract)	\$190,000.00
3.	Costs of corrective action: contractor, Gavarrete Inc. (change order)	\$71,552.40
4.	Costs of corrective action: RC Group (shoring engineer)	\$7,200.00
	TOTAL OWED	\$268,752.40

10. The attached records bear the CITY's official seal.

11. If applicable, these records were made at or near the time of the occurrence of the matter set forth therein by, or from information transmitted by, a person having knowledge of those matters.

12. These records were kept in the course of the regularly conducted activity of the CITY Commission and CITY Clerk's Office and were made as a regular practice in the course of the regularly conducted activity.

13. I UNDERSTAND THAT THIS STATEMENT IS GIVEN UNDER OATH AND IF ANY STATEMENTS ARE UNTRUE THAT I MAY BE PROSECUTED FOR PERJURY.

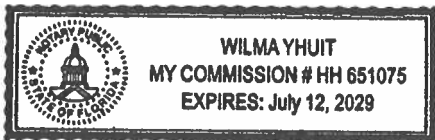


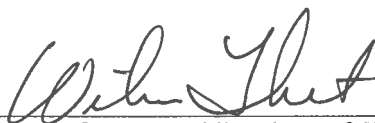
Analyn Hernandez
Secretary to the Board

STATE OF FLORIDA

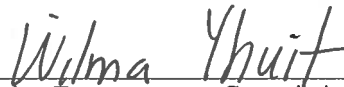
COUNTY OF MIAMI-DADE

The foregoing was sworn to (or affirmed) and subscribed before me, by means of physical presence on this 4 day of March, 2026, by Analyn Hernandez, as the Secretary to the Construction Regulation Board of the City of Coral Gables, who is personally known to me.





(Signature of Notary Public – State of Florida)



(Print, Type, or stamp Commissioned Name of Notary Public)

Inv #1
PO#14820



GAVARRETE INC.
GENERAL CONTRACTORS

INVOICE-1

Owner: City of Coral Gables
Attn: Ernesto Pino

Date: August 11, 2025

Project: CG 1021 Hardee Rd-Emergency Shoring
Coral Gables, FL

Contractor's Requisition for Payment

Request for payment is hereby made on the above referenced project:

1 -Original Proposed Amount	\$ 190,000.00
2 -Change Orders/Additional Work	\$ 0.00
3 -New Contract Amount	\$ 190,000.00
4 -Amount completed to date	\$ 50,000.00
5 -Retainage (5%)	\$ 0.00
5 -Less previous invoices	\$ 0.00
6 -Amount due this invoice	\$ 50,000.00
7 -Balance to finish	\$ 140,000.00

TOTAL AMOUNT DUE \$ 50,000.00

Payment is due upon receipt of this invoice. Thank you.
Regards,

Jose Gavarrete
Gavarrete Inc.
General Contractors

**CITY OF CORAL GABLES
PUBLIC WORKS DEPARTMENT
CONTRACTOR PAYMENT REQUEST**

Contractor's Name
GAVARRETE INC

Contractor's Project Manager
JOSE GAVARRETE

Project Name
CG-Structural Shoring -1021 Hardee Rd

City Project Manager
Ernesto Pino

1. Original Awarded Amount	\$	71,552.40
2. Allowance Account		
3. Net Contract Amount (line 1-2)	\$	71,552.40
4. Net Change Order Amount	\$	-
5. Contract Sum To Date (line 3+ 4)	\$	71,552.40
6. Amount Completed to Date	\$	71,552.40
7. Retainage (10% of line 6)		
8. Total Earned Less Retainage (line 6-7)	\$	71,552.40
9. Less Previous Invoices (line 8 of prior invoice)	\$	-
10. AMOUNT DUE THIS INVOICE	\$	71,552.40
11. Balance to Finish (includ. retainage)(line 5-8)	\$	-

Certification by Contractor

We certify that the work covered by this Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Payment Requests were issued and payments received from the Owner, that partial and/or full releases of lien have been provided, and that the Amount Due This Invoice shown herein is now due.

Authorized Contractor Name (Printed)

Authorized Signature of Contractor & Date

Jose Gavarrete

12-18-25

Certification by Consultant

The Consultant certifies to the Owner that based on on-site observations and the data comprising this Payment Request, the Work has progressed as indicated, that the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the Amount Certified.

Amount Certified..... \$

Authorized Consultant Name (Printed)

Authorized Consultant Signature & Date

Partial Payment
Final Payment

X

P. O. No. Emergency #15473
Invoice Date 12/18/25
Invoice Period Nov2025-Dec2025
Invoice No. 1

Consultant's Name

Consultant's Project Manager

Summary of Change Orders	Additions	Deductions
Previous Change Orders		
Change Order Current Invoice		
Net Change Order Amount	-	-
Special Remarks		

Certification by City Project Manager

I certify that I have verified all releases of lien, that all required building inspections have been performed and approved, that the insurance is current, that all required documents were received, that the work performed meets the requirements of the work requested, that field assessments were performed to certify the above, and that the quantities and calculations in this Payment Request are correct.

Project Manager's Signature & Date

Digitally signed by Ernesto Pino
Date: 2025.12.19 09:51:05 -05'00'

Ernesto Pino

Certification By City Construction Manager/Inspector

I certify that I have performed and approved all required inspections, that the work performed meets the requirements of the work requested, and that the quantities are correct.

Project Inspector's Signature & Date

Approved to Process	Signature	Date
Division Supervisor	Ernesto Pino	Digitally signed by Ernesto Pino Date: 2025.12.19 09:51:05 -05'00'
Assistant Public Works Director		
Public Works Director /Deputy		

Revised 11-19-09



GAVARRETE INC.
GENERAL CONTRACTORS

INVOICE_1

Owner: City of Coral Gables
Attn: Ernesto Pino

Date: December 18, 2025

Project: CG-1021 Hardee Rd. Emergency Structural Shoring- PO#15473
Coral Gables, FL

Contractor's Requisition for Payment

Request for payment is hereby made on the above referenced project:

1 -Original Proposed Amount	\$ 71,552.40
2 -Change Orders/Additional Work	\$ 0.00
3 -New Contract Amount	\$ 71,552.40
4 -Amount completed to date	\$ 71,552.40
5 -Retainage (5%)	\$ 0.00
5 -Less previous invoices	\$ 0.00
6 -Amount due this invoice	\$ 71,552.40
7 -Balance to finish	\$ 0.00

TOTAL AMOUNT DUE \$ 71,552.40

Payment is due upon receipt of this invoice. Thank you.

Regards,

Jose Gavarrete
Gavarrete Inc.
General Contractors



City of Coral Gables
Finance Department
405 Biltmore Way
Coral Gables, FL 33134
305-446-6800

Purchase Order

Number
15473
Revision Number
0
Contract

Date
11-26-2025
Status
Original
Requisition Number
7151

Ship To:
1500 - PW - Administration
2800 SW 72 Avenue FAC
Miami FL 33155
Ship To / Bill to Contact:
AMAYA-PIEDRA, IVETTE

lpiedra@coralgables.com
Purchasing Authority
EMER
Purchase Order Comments

Vendor:
1000070 - Gavarrete Inc
4872 SW 72nd Avenue
Miami, FL 33155
Vendor Contact:
Gavarrete, Jose
305-4439404
GavarreteInc@gmail.com
Process Level
FIN - Finance Department

		Lines					
Line	Item	Deliver Date	Quantity	UOM	Unit Cost	Extended Amount	
1	STRUCTURAL/WATER DAMAGE/SHORING - 1021 Hardee Rd - Structural & Water Damage/Emergency Shoring	11-30-2025	1.00	LS	\$ 71,552.40	\$ 71,552.400	

Order Total \$ 71,552.40



Chief Procurement Officer



Authorized Signature

Special Note

Effective April 3, 2023, the City of Coral Gables implemented a new Enterprise Resource Planning (ERP) Financial System. This new implementation requires ALL vendors that conduct business with the City to register through the new INFOR Supplier Portal that will allow you to directly manage your company profile, help ensure the timely delivery of payments, receive notifications, and respond to solicitations. If you haven't already completed this step, your immediate attention is required. Please access the supplier portal through the following link:

www.coralgables.com/departments/procurement/services/supplier-services

Purchase Order Terms and Conditions

www.coralgables.com/procurement/terms

**CITY OF CORAL GABLES
PUBLIC WORKS DEPARTMENT
CONTRACTOR PAYMENT REQUEST**

Partial Payment ☒ P. O. No. **14820**
Final Payment ☐ Invoice Date 8/19/2025
Invoice Period AUGUST 2020
Invoice No. 2

Contractor's Name GAVARRETE INC Project Name 1021 HARDEE RD Consultant's Name _____

Contractor's Project Manager JOSE GAVARRETE City Project Manager ERNESTO PINO Consultant's Project Manager _____

1. Original Awarded Amount	\$ 190,000.00
2. Allowance Account	
3. Net Contract Amount (line 1-2)	\$ 190,000.00
4. Net Change Order Amount	
5. Contract Sum To Date (line 3+ 4)	\$ 190,000.00
6. Amount Completed to Date	\$ 80,000.00
7. Retainage	
8. Total Earned Less Retainage (line 6-7)	\$ 80,000.00
9. Less Previous Invoices (line 8 of prior invoice)	\$ 50,000.00
10. AMOUNT DUE THIS INVOICE	\$ 30,000.00
11. Balance to Finish (includ. retainage)(line 5-8)	\$ 110,000.00

Certification by Contractor
We certify that the work covered by this Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Payment Requests were issued and payments received from the Owner, that partial and/or full releases of lien have been provided, and that the Amount Due This Invoice shown herein is now due.

Authorized Contractor's Name (Printed): JOSE GAVARRETE
Authorized Contractor's Signature: _____
Date: _____

Certification by Consultant
The Consultant certifies to the Owner that based on on-site observations and the data comprising this Payment Request, the Work has progressed as indicated, that the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the Amount Certified.

Amount Certified _____
Authorized Consultant Name (Printed) _____
Authorized Consultant Signature _____
Date _____

Summary of Change Orders	Additions	Deductions
Previous Change Orders		
Change Order Current Invoice		
Net Change Order Amount		
Special Remarks		

Certification by City Project Manager
I certify that I have verified all releases of lien, that all required building inspections have been performed and approved, that the insurance is current, that all required documents were received, that the work performed meets the requirements of the work requested, that field assessments were performed to certify the above, and that the quantities and calculations in this Payment Request are correct.

Project Manager's Signature _____
Date _____

Certification By City Construction Manager/Inspector
I certify that I have performed and approved all required inspections, that the work performed meets the requirements of the work requested, and that the quantities are correct.

Project Inspector's Signature: _____
Date: _____

Approved to Process

Division Chief/Supervisor Ernesto Pino Digitally signed by Ernesto Pino
Assistant Public Works Director: _____ Date: 2025.08.22 08:52:29 -0400
Public Works Director /Deputy Director Hermes Diaz Digitally signed by Hermes Diaz
Date: 2025.08.27 13:05:51 -0400

Revised 3/2021



INVOICE_2

Owner: City of Coral Gables
Attn:Ernesto Pino

Date: August 18, 2025

Project: CG 1021 Hardee Rd-Emergency Shoring
Coral Gables, FL

Contractor's Requisition for Payment

Request for payment is hereby made on the above referenced project:

1 -Original Proposed Amount	\$ 190,000.00
2 -Change Orders/Additional Work	\$ 0.00
3 -New Contract Amount	\$ 190,000.00
4 -Amount completed to date	\$ 80,000.00
5 -Retainage (5%)	\$ 0.00
5 -Less previous invoices	\$ 50,000.00
6 -Amount due this invoice	\$ 30,000.00
7 -Balance to finish	\$ 110,000.00

TOTAL AMOUNT DUE \$ 30,000.00

Payment is due upon receipt of this invoice. Thank you.
Regards,

Jose Gavarrete
Gavarrete Inc.
General Contractors



City of Coral Gables

Finance Department
405 Biltmore Way
Coral Gables, FL 33134
305-446-6800

Purchase Order

Number	14820	Date	09-08-2025
Revision Number	0	Status	Original
Contract		Requisition Number	6293

Ship To:

1500 - PW - Administration
2800 SW 72 Avenue FAC
Miami, FL 33155

Ship To / Bill to Contact:

AMAYA-PIEDRA, IVETTE

ipiedra@coralgables.com

Purchasing Authority

EMER

Purchase Order Comments

Vendor:

1000070 - Gavarrete Inc
4872 SW 72nd Avenue
Miami, FL 33155

Vendor Contact:

Gavarrete, Jose
305-4439404
Gavarreteinc@gmail.com

Process Level

FIN - Finance Department

Line	Item	Lines				
		Deliver Date	Quantity	UOM	Unit Cost	Extended Amount
1	EMERGENCY SHORING/WATERPROOFING - Emergency shoring the structure & waterproofing adjacent bdg	09-30-2025	1.00	LS	\$ 190,000.00	\$ 190,000.000

Order Total \$ 190,000.00

Chief Procurement Officer

Authorized Signature

Special Note

Effective April 3, 2023, the City of Coral Gables implemented a new Enterprise Resource Planning (ERP) Financial System. This new implementation requires ALL vendors that conduct business with the City to register through the new INFOR Supplier Portal that will allow you to directly manage your company profile, help ensure the timely delivery of payments, receive notifications, and respond to solicitations. If you haven't already completed this step, your immediate attention is required. Please access the supplier portal through the following link:

www.coralgables.com/department/procurement/services/supplier-services

Purchase Order Terms and Conditions

www.coralgables.com/procurement/terms

**CITY OF CORAL GABLES
PUBLIC WORKS DEPARTMENT
CONTRACTOR PAYMENT REQUEST**

Partial Payment ☒
Final Payment ☐

P. O. No. 14820
Invoice Date 9-10-25
Invoice Period JULY-AUGUST
Invoice No. 3

Contractor's Name GAVARRETE INC Project Name 1021 HARDEE EM SHORING Consultant's Name _____

Contractor's Project Manager JOSE GAVARRETE City Project Manager ERNESTO PINO Consultant's Project Manager _____

1. Original Awarded Amount	\$ 190,000.00
2. Allowance Account	
3. Net Contract Amount (line 1-2)	\$ 190,000.00
4. Net Change Order Amount	
5. Contract Sum To Date (line 3+ 4)	\$ 190,000.00
6. Amount Completed to Date	\$ 180,500.00
7. Retainage	\$ 9,500.00
8. Total Earned Less Retainage (line 6-7)	\$ 170,500.00
9. Less Previous Invoices (line 8 of prior invoice)	\$ 80,000.00
10. AMOUNT DUE THIS INVOICE	\$ 100,500.00
11. Balance to Finish (includ. retainage)(line 5-8)	\$ 9,500.00

Certification by Contractor
We certify that the work covered by this Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Payment Requests were issued and payments received from the Owner, that partial and/or full releases of lien have been provided, and that the Amount Due This Invoice shown herein is now due.

Authorized Contractor's Name (Printed): JOSE GAVARRETE
Authorized Contractor's Signature: _____
Date: 09/10/25

Certification by Consultant
The Consultant certifies to the Owner that based on on-site observations and the data comprising this Payment Request, the Work has progressed as indicated, that the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the Amount Certified.

Amount Certified _____
Authorized Consultant Name (Printed) _____
Authorized Consultant Signature _____
Date _____

Summary of Change Orders		Additions	Deductions
Previous Change Orders			
Change Order Current Invoice			
Net Change Order Amount			

Special Remarks _____

Certification by City Project Manager
I certify that I have verified all releases of lien, that all required building inspections have been performed and approved, that the insurance is current, that all required documents were received, that the work performed meets the requirements of the work requested, that field assessments were performed to certify the above, and that the quantities and calculations in this Payment Request are correct.

Project Manager's Signature _____
Date _____
Edward Lamas

Certification By City Construction Manager/Inspector
I certify that I have performed and approved all required inspections, that the work performed meets the requirements of the work requested, and that the quantities are correct.

Project Inspector's Signature: _____
Date: _____

Approved to Process

Signature _____ Date _____
Division Chief/Supervisor Ernesto Pino
Assistant Public Works Director _____
Public Works Director /Deputy Director Jose Olivo
Digitally signed by Ernesto Pino Date: 2025.09.10 13:25:00
Digitally signed by Jose Olivo Date: 2025.09.22 09:12:44 -0400

Revised 3/2021



CAVARRETE INC.
GENERAL CONTRACTORS

INVOICE_3

Owner: City of Coral Gables
Attn: Ernesto Pino

Date: September 10, 2025

Project: CG 1021 Hardee Rd-Emergency Shoring
Coral Gables, FL

Contractor's Requisition for Payment

Request for payment is hereby made on the above referenced project:

1 -Original Proposed Amount	\$ 190,000.00
2 -Change Orders/Additional Work	\$ 0.00
3 -New Contract Amount	\$ 190,000.00
4 -Amount completed to date	\$ 180,500.00
5 -Retainage (5%)	\$ 9,500.00
5 -Less previous invoices	\$ 80,000.00
6 -Amount due this invoice	\$ 100,500.00
7 -Balance to finish	\$ 9,500.00

TOTAL AMOUNT DUE \$ 100,500.00

Payment is due upon receipt of this invoice. Invoice does not include monthly rental charges of equipment.
Thank you.

Regards,


Jose Gavarrete
Gavarrete Inc.
General Contractors

3



City of Coral Gables
Finance Department
405 Biltmore Way
Coral Gables, FL 33134
305 446-6800

Purchase Order

Number	Date
14820	09-08-2025
Revision Number	Status
0	Original
Contract	Requisition Number
	6293

Ship To:

1500 - PW - Administration
2800 SW 72 Avenue FAC
Miami, FL 33155

Ship To / Bill to Contact:

AMAYA-PIEDRA, IVETTE

ipiedra@coralgables.com

Purchasing Authority

EMER

Purchase Order Comments**Vendor:**

1000070 Gavarrete Inc
4872 SW 72nd Avenue
Miami, FL 33155

Vendor Contact:

Gavarrete, Jose
305-4439404
Gavarreteinc@gmail.com

Process Level

FIN - Finance Department

Lines						
Line	Item	Deliver Date	Quantity	UOM	Unit Cost	Extended Amount
1	EMERGENCY SHORING/WATERPROOFING - Emergency shoring the structure & waterproofing adjacent bldg	09-30-2025	1.00	LS	\$ 190,000.00	\$ 190,000.000

Order Total**\$ 190,000.00**

Chief Procurement Officer

Authorized Signature

Special Note

Effective April 3, 2023, the City of Coral Gables implemented a new Enterprise Resource Planning (ERP) Financial System. This new implementation requires ALL vendors that conduct business with the City to register through the new INFOR Supplier Portal that will allow you to directly manage your company profile, help ensure the timely delivery of payments, receive notifications, and respond to solicitations. If you haven't already completed this step, your immediate attention is required. Please access the supplier portal through the following link:

www.coralgables.com/departments/procurement/services/supplier_services

Purchase Order Terms and Conditions

www.coralgables.com/procurement/terms

1 of 1

**CITY OF CORAL GABLES
PUBLIC WORKS DEPARTMENT
CONTRACTOR PAYMENT REQUEST**

Contractor's Name
Gavarrete Inc

Contractor's Project Manager
Jose Gavarrete

Project Name
1021 Hardee EM Shoring

City Project Manager
Ernesto Pino

1. Original Awarded Amount	\$190,000.00
2. Allowance Account	\$ -
3. Net Contract Amount (line 1-2)	\$ 190,000.00
4. Net Change Order Amount	\$ -
5. Contract Sum To Date (line 3+ 4)	\$ 190,000.00
6. Amount Completed to Date	\$ 190,000.00
7. Retainage (5% of line 6)	\$ 9,500.00
8. Total Earned Less Retainage (line 6-7)	\$ 180,500.00
9. Less Previous Invoices (line 8 of prior invoice)	\$ 180,500.00
10. AMOUNT DUE THIS INVOICE	\$ 9,500.00
11. Balance to Finish (includ. retainage)(line 5-8)	\$ -

Certification by Contractor

We certify that the work covered by this Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Payment Requests were issued and payments received from the Owner, that partial and/or full releases of lien have been provided, and that the Amount Due This Invoice shown herein is now due.

Authorized Contractor Name (Printed)

Authorized Signature of Contractor & Date

9/30/2025

Jose L. Gavarrete

Certification by Consultant

The Consultant certifies to the Owner that based on on-site observations and the data comprising this Payment Request, the Work has progressed as indicated, that the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the Amount Certified.

Amount Certified..... \$

Authorized Consultant Name (Printed)

Authorized Consultant Signature & Date

Partial Payment
Final Payment

	X
--	---

P. O. No. 14820

Invoice Date 09/30/25

Invoice Period September

Invoice No. 4

Consultant's Name

Consultant's Project Manager

Summary of Change Orders	Additions	Deductions
Previous Change Orders		
Change Order Current Invoice		
Net Change Order Amount	-	-
Special Remarks		

Certification by City Project Manager

I certify that I have verified all releases of lien, that all required building inspections have been performed and approved, that the insurance is current, that all required documents were received, that the work performed meets the requirements of the work requested, that field assessments were performed to certify the above, and that the quantities and calculations in this Payment Request are correct.

Project Manager's Signature & Date

Certification By City Construction Manager/Inspector

I certify that I have performed and approved all required inspections that the work performed meets the requirements of the work requested, and that the quantities are correct.

Project Inspector's Signature & Date

Approved to Process	Signature	Date
Division Supervisor	Ernesto Pino	Digitally signed by Ernesto Pino Date: 2025.10.10 13:47:02 -0400
Assistant Public Works Director		
Public Works Director /Deputy	Hermes Diaz	Digitally signed by Hermes Diaz Date: 2025.10.10 14:03:07 -0400

Revised 11-19-09



GAVARRETE INC.
GENERAL CONTRACTORS

INVOICE_4

Owner: City of Coral Gables
Attn: Ernesto Pino

Date: September 30, 2025

Project: CG 1021 Hardee Rd-Emergency Shoring
Coral Gables, FL

Contractor's Requisition for Payment

Request for payment is hereby made on the above referenced project:

1 -Original Proposed Amount	\$ 190,000.00
2 -Change Orders/Additional Work	\$ 0.00
3 -New Contract Amount	\$ 190,000.00
4 -Amount completed to date	\$ 190,000.00
5 -Retainage (5%)	\$ 0.00
5 -Less previous invoices	\$ 180,500.00
6 -Amount due this invoice	\$ 9,500.00
7 -Balance to finish	\$ 0.00

TOTAL AMOUNT DUE \$ 9,500.00

Payment is due upon receipt of this invoice. Thank you.

Regards,

Jose Gavarrete
Gavarrete Inc.
General Contractors

3



City of Coral Gables

Finance Department
405 Biltmore Way
Coral Gables, FL 33134
305-446-6800

Purchase Order

Number	Date
14820	09-08-2025
Revision Number	Status
0	Original
Contract	Requisition Number
	6293

Ship To:

1500 - PW Administration
2800 SW 72 Avenue FAC
Miami, FL 33155

Ship To / Bill to Contact:

AMAYA-PIEDRA, IVETTE

ipiedra@coralgables.com

Purchasing Authority

EMER

Purchase Order Comments**Vendor:**

1000070 - Gavarrete Inc
4872 SW 72nd Avenue
Miami, FL 33155

Vendor Contact:

Gavarrete, Jose
305-4439404
Gavarreteinc@gmail.com

Process Level

FIN - Finance Department

Line	Item		Lines				
			Deliver Date	Quantity	UOM	Unit Cost	Extended Amount
1	EMERGENCY SHORING/WATERPROOFING structure & waterproofing adjacent bdg	Emergency shoring the	09-30-2025	1.00	LS	\$ 190,000.00	\$ 190,000.000

Order Total**\$ 190,000.00**

Chief Procurement Officer

Authorized Signature

Special Note

Effective April 3, 2023, the City of Coral Gables implemented a new Enterprise Resource Planning (ERP) Financial System. This new implementation requires ALL vendors that conduct business with the City to register through the new INFOR Supplier Portal that will allow you to directly manage your company profile, help ensure the timely delivery of payments, receive notifications, and respond to solicitations. If you haven't already completed this step, your immediate attention is required. Please access the supplier portal through the following link:

www.coralgables.com/departments/procurement/services/supplier_services

Purchase Order Terms and Conditions

www.coralgables.com/procurement/terms

1 of 1

**CITY OF CORAL GABLES
PUBLIC WORKS DEPARTMENT
CONSULTANT PAYMENT REQUEST**

Consultant Name RC GROUP, LLC

Project Name 1021 Hardee Road

Consultant's Project Manager Eduardo J. Canto, P.E.

City of Coral Gables' Project Manager Ernesto Pino

☐ Partial Payment
☒ Final Payment

P. O. No. 14746

Date 08/15/2025

Invoice period August

Invoice No. RC219874

1. Original Proposal Amount	\$ 7,200.00
2. Net Change Order Amount	\$ 0.00
3. Total Proposal Amount (line 1+2)	\$ 7,200.00
4. Amount Completed to Date	\$ 7,200.00
5. Percentage Completed to Date (line 4/3)	100%
6. Less previous invoices	\$ 0.00
7. Amount Due this Invoice (line 4-6)	\$ 7,200.00
8. Balance to Finish (line 3-4)	\$ 0.00

Summary of Change Orders		Additions	Deductions
Previous Change Orders			
Change Order Current Invoice			
Total		\$ 0.00	
Net change Order Amount		\$ 0.00	

Special Remarks _____

Consultant Certification
The Consultant Certifies to the owner that the work has progressed as indicated the quality of work is in accordance with the contract documents, performed all necessary field inspections to verify the above and that the contractor is entitled to the amount certified.

Amount Certified: \$ 7,200.00

Authorized Consultant Name (printed): RC GROUP, LLC

Authorized Consultant Signature. _____

Date: 08/15/2025

Certification by City of Coral Gables Project Manager

I certify that I have verified that insurance is current required documents have been received, that the percentage completed to date is correct, verified that the work performed meets the requirements of the scope of work requested and that the calculations in this request are correct.

Project Manager's Signature: _____

Date 08/15/2025

Approved to Process

Public Works Director/Deputy Director _____

Assistant Public Works Director _____

Division Chief/Supervisor _____

Digitally signed by Hermes

Hermes Diaz

Date: 2025.08.21 15:20:09
08/00

Digitally signed by Ernesto Pino

Ernesto Pino

Date: 2025.08.15 13:30:16
08/00

RC GROUP, LLC
7500 NW 25th Street, Suite 292
Miami, Florida 33122
mcanto@rcgroup-llc.com

Invoice

Date	Invoice #
8/15/2025	RC219874

Bill To:
City of Coral Gables Finance Department 405 Biltmore Way Coral Gables, FL 33134

Terms	Project
Due on receipt	2507343-1021 Hard...

Quantity	Description	Rate	Amount
1	P.O.#14746 2507343-1021 Hardee RoadDelgado Residence, Existing Walls Lateral Bracing & Existing Roof and 2nd Floor Re-shoring. 1021 Hardee Road Coral Gables, FL 33146	7,200.00	7,200.00
		Total	\$7,200.00
		Balance Due	\$7,200.00



RC Proposal No	20250721
Date:	July 21, 2025
Page:	1 of 4

Proposal for Professional Services

To:	City of Coral Gables	Tel:	305-619-4690
Attention:	Ernesto R. Pino, R.A., CGC, LEED AP	Email:	epino@coralgables.com
Project:	Existing Residence 1021 Hardee Rd, Coral Gables, FL 33146		
Re:	Structural re-shoring, lateral bracing design, and inspections engineering services.		

Pursuant to your instructions, we propose to provide the following for the project listed above:

Scope:
Structural reshoring and lateral wall bracing design as per structural drawings. See Exhibit "B" for the proposed scope of services, location for the area of work, and example of what we propose to do. (Excluding foundations or grade beams). Please see Exhibit A on the next page for the scope of work and below for a summary of our proposed work description:

- Provide engineering inspection reports.
- Provide drawings and engineering calculations as per drawings by E.O.R.
- RC GROUP, LLC will provide building plans and all documents incidental to the legal prosecution of work approved by city of Coral Gables Building Department which shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.
- Omissions from specifications, the apparent silence of this specification and any addenda regarding any details, or omissions from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

To perform the above-mentioned tasks, we will require the following:

- A. Existing permitted structural drawings showing structure's plan views, sections, and details. We respectfully request to receive aforementioned drawings in digital format, preferably in Autodesk AutoCAD 2014. Provided.
- B. Access to area in question.

Fee:

- 1. Basic service fee for above proposed work will be \$6,000.00.
- 2. Inspections or re-inspection, a total of four, fee will be \$300.00 per visit, which will total \$1,200.00.

The total fee for our engineering services will be \$7,200.00.

Additional Services:
Any changes by the owner, or contractor to the items listed above after work has begun will be considered an extra and we will present a revised fee proposal to interested parties for approval prior to continue with structural engineering work. Our hourly rates will be set under separate cover.
If requested, visits to the Building Department to resolve issues, consult or negotiate, in the interest of the Client, shall be considered additional Services and billed at the Engineers hourly rate. We will proceed with the work upon written approval from your office. Please signify acceptance by signing a copy of this letter and returning it with a deposit of **\$4,000.00** Balance shall be paid upon submittal of complete drawings and calculations.

Sincerely:

Approved by:



Eduardo J. Canto, P.E.
RC GROUP, LLC

July 23, 2025

Print Name:
Date:



RC Proposal No.: 20250721	
Date:	July 21, 2025
Page:	2 of 4

TERMS & CONDITIONS

If requested, visits to the Building Department to resolve issues, consult or negotiate, in the interest of the Client, shall be considered additional Services and billed at the Engineers hourly rate. This fee proposal scope excludes the production of drawings and calculations for "No Change Order" type of construction contracts. Reproductions, express mail, messenger services etc. related to this project will be reimbursable expenses, with a service cost multiplier of 1.10. Invoices will be submitted at time of delivery. Any amount invoiced past due more than thirty (30) days will be subjected to a finance charge of 1.5% per month. Our liability, including damages from negligence, is limited to above-mentioned fee or less or equal to \$250,000.00, whichever smaller. Should client need to be listed as "additional insured" in RC GROUP, LLC insurance policies, costs of obtaining said additional insurance coverage shall be paid by client or any other agency. In the event that it becomes necessary to recover any unpaid balance through lien placement, collection agency or legal proceedings, attorney's fees, court costs, etc., or any other additional costs used to collect the unpaid balance and interest will be responsibility of the party accepting this proposal. Should the client decide to pay our fee using business or personal credit card, RC GROUP, LLC reserves the right to add a service charge of 0.035 of actual charged amount as credit card processing fee. RC GROUP, LLC will not reimburse any valid disputed invoice charge, or any other kind, after six months have passed from invoice date. This proposal is valid for 30 days from the listed date.

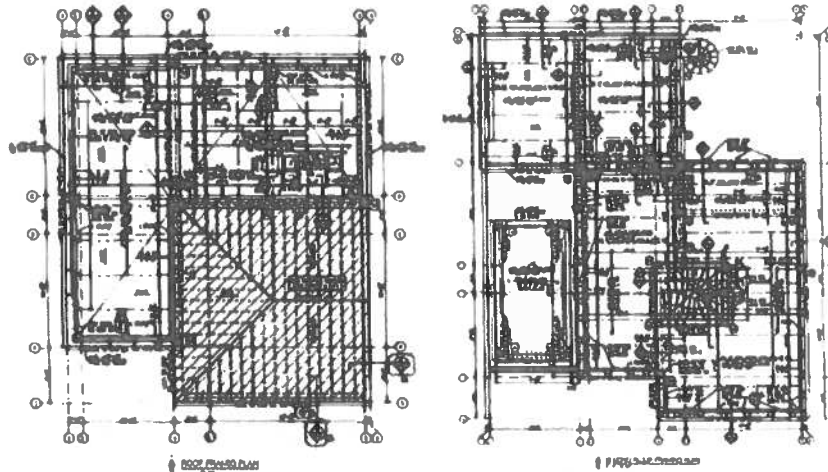
EXHIBIT A: SCOPE OF SERVICES

1. **SCOPE OF SERVICES (Upon Notice to Proceed):**
 - Equipment shown on drawings will be shoring steel frames and posts; it is contractor responsibility to ensure equipment similarity, procedures, quality, materials to be used and overall conditions.
 - Attend one meeting with contractor(s) to coordinate the proposed work and provide clarifications if necessary. Coordination or inspections shall be requested with not less than 24 hours' notice.
 - Address any comments from building and zoning department and or Engineer-of-Record in this job (if any), related to the re-shoring drawings.
 - Review structural related shop drawings (if any)
2. **SERVICES NOT INCLUDED:**
 - Structural evaluation of the existing conditions and design of structural repairs and preparation of repair details by others.
 - Concrete restoration drawings and specifications
 - Engineering survey condition of existing building structure to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure, or adjacent structures, during demolition operations.
 - RC GROUP, LLC is not responsible for solving means and methods issues required for execution of new or repair work by contractor.
 - Meeting or site inspections unless requested and paid on an hourly basis to be determined under separate covers.
 - Soft digs or explorations if necessary.
 - Construction administration.
 - Permitting process or any permit fee from any agency necessary for the design plan approval.
 - Testing or any other activity not included in the scope of services.
 - Document progress and save electronic photographs as part of services and for future reference. However, be advised that the inspections from the building department must be called for all mandatory inspections.

5

EXHIBIT B: PROPOSED WAY OF RE-SHORING EXAMPLE AND SCOPE OF SERVICES LOCATIONS.

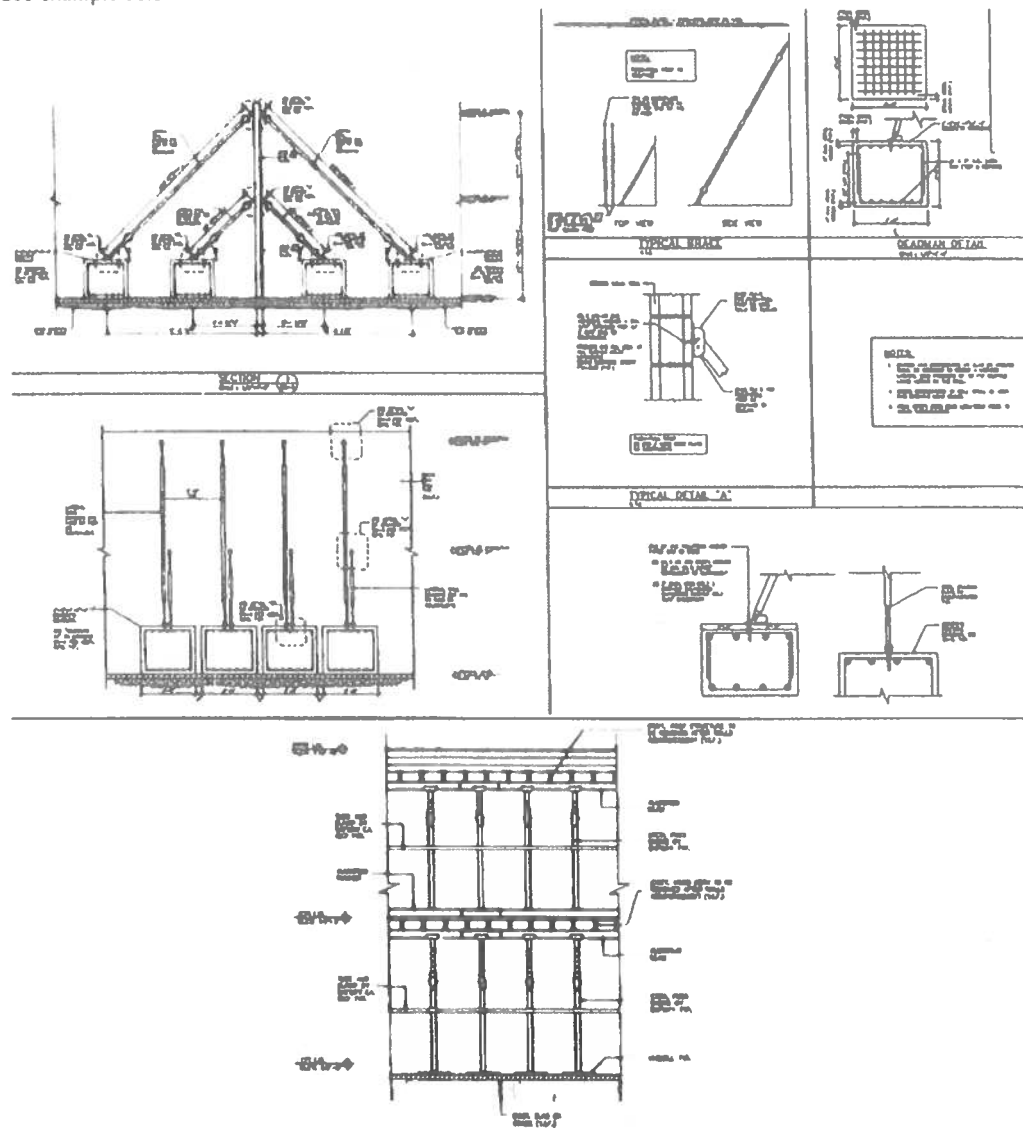
See scope of services below:



7500 NW 25th Street - Unit 292, Miami, FL 33122

Phone: 305.477.8860 Fax: 305.463.6761

See example below





City of Coral Gables

Finance Department
405 Biltmore Way
Coral Gables, FL 33134
305-446-6800

Purchase Order

Number	Date
14746	08-14-2025
Revision Number	Status
0	Original
Contract	Requisition Number
	6171

Ship To:

1500 - PW - Administration
2800 SW 72 Avenue FAC
Miami, FL 33155

Ship To / Bill to Contact:

AMAYA-PIEDRA, IVETTE

ipiedra@coralgables.com

Purchasing Authority

EMER

Purchase Order Comments

Vendor:

1001811 RC Group, LLC
7500 NW 25 STREET suite 292
miami, FL 33122

Vendor Contact:

Canto, Eduardo
305.477 8860
ecanto@rcgroup-llc.com

Process Level

FIN - Finance Department

Lines						
Line	Item	Deliver Date	Quantity	UOM	Unit Cost	Extended Amount
1	ENGINEERING SERVICES - Structural re-shoring, lateral wall bracing dsgn, eng svcs	09 30 2025	1.00	LS	\$ 7,200.00	\$ 7,200.000

Order Total \$ 7,200.00

Celate L. Wachs Hannon

Chief Procurement Officer

[Signature]

Authorized Signature

Special Note

Effective April 3, 2023, the City of Coral Gables implemented a new Enterprise Resource Planning (ERP) Financial System. This new implementation requires ALL vendors that conduct business with the City to register through the new INFOR Supplier Portal that will allow you to directly manage your company profile, help ensure the timely delivery of payments, receive notifications, and respond to solicitations. If you haven't already completed this step, your immediate attention is required. Please access the supplier portal through the following link:

www.coralgables.com/department/procurement/services/supplier-services

Purchase Order Terms and Conditions

www.coralgables.com/procurement/terms

8

FUNDING REQUEST FORM
(New Requests, Existing Contracts & Solicitations)

PROJECT/CONTRACT TITLE & NUMBER:

DATE:

RC GROUP LLC

08/04/2025

PROJECT MANAGERS, CONTRACT MANAGERS, CONSULTANT:

Project Manager:
Ernesto R Pino

PHONE:
305-460-5004

EMAIL:
epino@coralgables.com

Contract Manager:

PHONE:

EMAIL:

Consultant:
RC Group LLC

PHONE:
305-463-6761

EMAIL:
ecanto@rcgroup-llc.com

PROJECT/ CONTRACT DESCRIPTION:

Due to the life safety nature of the existing property, the City is in urgent need of securing the services of a shoring company to provide the necessary structural re-shoring, lateral wall bracing design, and inspections engineering services for the property located at 1021 Hardee Road, Coral Gables, FL.

ADVISORY BOARD/COMMITTEE RECOMMENDATION(S): (If Applicable)

Date	Board/Committee	Comments
	N/A	

ENGINEERING ESTIMATE (If Applicable): \$ 7,200.00

CONTRACT FINANCIAL INFORMATION:

Amount	Account No.	Project String	Source of Funds
7,200.00	001-7000-519-3123	N/A	General Fund
Total:	7,200.00	Management & Budget Director: Paula Rodriguez Digitally signed by Paula Rodriguez Date: 2025.08.11 12:38:03 -0400	

FISCAL IMPACT STATEMENT (REQUIRED for Commission Items):

N.A.

GRANT FUNDED ☐ Yes ☒ No

SOURCE:

AGREEMENT NO.

SUBMITTED AND APPROVED BY:

Project Manager:	Asst Director / Division Supervisor	Asst Direct for Mgmt & Project Admin:	Department Director:	Date Received by Procurement:
Ernesto Pino Digitally signed by Ernesto Pino Date: 2025.08.06 08:46:41 -0400		Mitranand Digitally signed by Mitranand Date: 2025.08.11 09:57:37 -0400	Hermes Diaz Digitally signed by Hermes Diaz Date: 2025.08.11 10:21:17 -0400	

ATTACHMENT(S) (if applicable to request):

1. Project Checklist
2. Special Conditions (If Applicable)
3. Desired Timeline
4. Construction Plans (If Applicable)
5. Scope of Services/Scope of Work
6. Technical Specification (If Applicable)

Rev 2023



CITY OF CORAL GABLES
405 Baltimore Way
Coral Gables, FL 33134
(305) 460 5102

Finance Department / Procurement Division
Request for Emergency Purchase
(Not to exceed \$100,000 for supplies and services or \$25,000 for construction)

Section 2-690: The City Manager or other City official is designated by administrative regulation may make or authorize others to make emergency procurement of supplies, services or construction when there exists an immediate threat to public health, welfare, or safety or to prevent or minimize serious disruption of government services, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances.

PART I: Department/Vendor Information

Department	PW/CIP	Contact	Ernesto R. Pino	Requisition No	
Vendor	RC Group LLC	Purchase Description	Structural Re-shoring/inspections	Price	\$ 7,200.00

PART II: Justification (Supporting documentation must be included/attached)

Emergency Procurement	Due to the life safety nature of the existing property, the City is in urgent need of securing the services of a shoring company to provide the necessary structural re-shoring, lateral wall bracing design, and inspections engineering services for the property located at 1021 Hardee Road, Coral Gables, FL. (see attached proposal from RC Group LLC). RC Group LLC was initially involved with this structure and we would like to continue utilizing their services.
-----------------------	---

Special Note: The justification must include a basis for the emergency and the selection of the particular contractor for the purchase

Hermes Diaz Digitally signed by Hermes Diaz Date: 2025.08.11 09:23:02 -04'00'	Jose (Joe) Gomez Digitally signed by Jose (Joe) Gomez Date: 2025.08.08 17:54:41 -04'00'
<i>Department Head</i>	<i>City Manager or Designee</i>

**BEFORE THE CODE ENFORCEMENT BOARD
IN AND FOR THE CITY OF CORAL GABLES
MIAMI-DADE COUNTY, FLORIDA
LIEN**

THE CITY OF CORAL GABLES
vs.

CASE NO.: NOVI-25-06-10793

VIOLATION LOCATED AT: 1021 HARDEE RD

JUAN M DELGADO TRS
JUAN M REVOCABLE TRUST
1021 HARDEE RD
CORAL GABLES, FL 33146

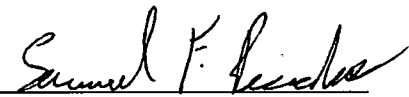
On 07/16/2025, the Code Enforcement Board found you guilty of violating the following sections of the City of Coral Gables Code: Sections Section 8-108 (1)(a) through (1)(j). Demolition by Neglect. The Board assessed the \$108.75 administrative costs. An immediate fine of \$1000.00 per day has been imposed for each day the violations continued to exist until all final inspections have been completed and all necessary permits have been closed.

Pursuant to Sec. 101-107 or 101-140(b).The of the City of Coral Gables Code of Ordinances, a certified copy of the order imposing the fine and/or requiring the payment of administrative and investigative costs may be recorded in the Public Records of Miami-Dade County, Florida and thereafter shall constitute a lien against the following described property and against any other real or personal property owned by the violator:

**LOT 16, BLK 145, a subdivision of REVISED PLAT OF CORAL GABLES
RIVIERA SECTION PART 9, according to the Plat thereof, recorded in Plat
Book 28, at Page 29, of the public records of Miami-Dade County, Florida,
bearing folio number 03-4129-026-2050.**

City's Exhibit #5

DATED at Coral Gables, Miami-Dade County, Florida on this 6th day of August, in the year 2025.

BY: 
 SAMUEL F. PICCARDO, CLERK
 CODE ENFORCEMENT BOARD
 427 BILTMORE WAY, SUITE 100

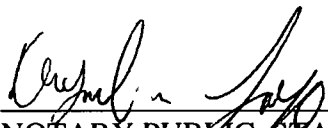
STATE OF FLORIDA

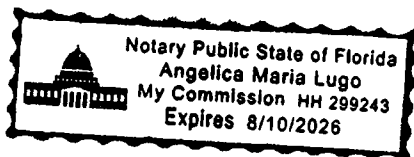
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared SAMUEL F. PICCARDO, who after being duly sworn under oath deposes and states that he is the Clerk of the Code Enforcement Board for the City of Coral Gables and has executed the foregoing Lien with due authority from said Board and the facts contained there are true and correct.

Sworn to or affirmed, and subscribed before me this 6th day of August, in the year 2025, by Samuel F. Piccardo who is personally known to me or has produced _____ as identification.

My commission expires:


 NOTARY PUBLIC, STATE OF FLORIDA



APPROVED AS TO FORM AND
 LEGAL SUFFICIENCY:


 CRISTINA M. SUÁREZ,
 CITY ATTORNEY, OR
 GUSTAVO J. CEBALLOS,
 ASSISTANT CITY ATTORNEY AND
 CITY PROSECUTOR



CITY OF CORAL GABLES
Code Enforcement Board
Enforcement Order



SCAN ME

Need to search or
appeal your citation?

The City Of Coral Gables

July 18, 2025

-VS-

Juan M. Delgado, Trustee
1021 Hardee RD
Coral Gables, FL 33146

Case #: NOVI-25-06-10793

Property Address:

1021 HARDEE RD

Folio: 0341290262050

This cause having come before the Code Enforcement Board for Hearing on 7/16/2025 8:30:00 AM, and based on the evidence, the Board enters the following FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER:

FINDINGS OF FACT

The Respondent is the property owner and is subject to Coral Gables Code. The Respondent is in violation of:

Violations:

- **Section 8-108 Demolition by neglect - The owner of any building, structure, landscape feature, improvement, site or portion thereof which has been historically designated pursuant to the Historic Preservation provisions of this Article shall be required to properly maintain and preserve such building or structure in accordance with the standards set forth in the applicable sections of the Florida Building Code, and this Article.**
 1. It is the intent of this Section to preserve from deliberate or inadvertent neglect, the interior, exterior, structural stability and historic and architectural integrity of any historically designated building, structure, landscape feature, improvement, site or portion thereof. All such properties, building and structures shall be maintained in accordance to minimum maintenance standards, preserved against decay, deterioration and demolition and shall be free from structural defects through prompt and corrective action to any physical defect which jeopardizes the building's historic, architectural and structural integrity; such defects shall include, but not be limited to, the following:
 - a. Deteriorated and decayed facades or façade elements, facades which may structurally fail and collapse entirely or partially;
 - b. Deteriorated or inadequate foundations;
 - c. Defective or deteriorated flooring or floor supports or any structural members of insufficient size or strength to carry imposed loads with safety;
 - d. Deteriorated walls or other vertical structural supports, or members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration;
 - e. Structural members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration;
 - f. Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors,

including broken or missing windows or doors;

g. Defective or insufficient weather protection which jeopardizes the integrity of exterior or interior walls, roofs or foundations, including lack of paint or weathering due to lack of paint or other protective covering;

h. Any structure which is not properly secured and is accessible to the general public;

i. Any fault or defect in the property that renders it structurally unsafe or not properly watertight; and

j. The spalling of the concrete of any portion of the interior or exterior of the building.

2. A City code enforcement official who finds a violation of this Section shall issue a written warning to the violator to immediately correct the violation. If any building, structure, landscape feature, improvement, site, or portion thereof which has been historically designated pursuant to the Historic Preservation provisions, in the opinion of the Historic Preservation Board, or the Historic Preservation Officer in this Article, or the City's Building Official, falls into a state of disrepair so as to potentially jeopardize its structural stability and/or architectural integrity, and/or the safety of the public and surrounding structures, the Historic Preservation Officer or the City's Building Official shall have right of entry onto the subject property and may inspect the subject property after forty-eight (48) hours notice to the owner of intent to inspect. In the event the property owner refuses entry of any City official onto the subject property, the City may file an appropriate action to allow such officials access to the subject property for an inspection. The City may require that the property owner retain a professional structural engineer with comprehensive experience with historically designated properties registered in the state, to complete a structural evaluation report to be submitted to the City. Upon receipt of such report, the property owner shall immediately take steps to effect all necessary remedial and corrective actions to restore the structure's or building's compliance with the required minimum maintenance standards herein; remedial action in this regard shall include, but not be limited to, the structural shoring, stabilization and/or restoration of any or all exterior walls, including their original architectural details, interior load bearing walls, columns and beams, roof trusses and framing, the blocking of openings and securing of existing windows and door openings, as well as sealing of the roof surface against leaks, including holes, punctures, mechanical systems, and/or roof penetrations as necessary to preserve the building or structure in good condition. The owner shall substantially complete such remedial and corrective action within thirty (30) days of receipt of the report, or within such time as deemed appropriate by the building official, in consultation with the Historic Preservation Officer. Such time may be extended at the discretion of the City's building official, in consultation with the Historic Preservation Officer.

3. If the owner of the subject property, in the opinion of the City's Building Official and Historic Preservation Officer, fails to undertake and substantially complete the required remedial and corrective action within the specified time frame, the City may, at the expense of the owner, file an action seeking an injunction ordering the property owner to take the remedial and corrective action to restore the structure or building into compliance with the required minimum maintenance standards herein and seeking civil penalties, such civil action may only be initiated at the discretion of the City Manager or designee. The court shall order an injunction providing such remedies if the City proves that the property owner has violated the required minimum maintenance standards or any portion of this section or this code.

4. Any historically designated building, structure, landscape feature, improvement, site, or portion thereof which requires an application for a certificate of appropriateness for demolition shall not have its architectural features removed, destroyed or modified until the certificate of appropriateness is granted. Owners of such property shall be required to maintain such properties in accordance with all applicable codes up to the time the structure is demolished.

5. There shall be no variances, by either the Board of Adjustment or the Historic Preservation Board, from any of the provisions contained in this Section, except if the property owner demonstrates to the Board that the required remedial and corrective action would create an unreasonable or undue hardship as described in Section 8-115.

6. The ad valorem tax exemption provided for historic properties under Sections 8-118 through 8-120 does not apply to historically designated buildings, structures, landscape features, improvements or sites that are damaged, destroyed or demolished in violation of this Section.

CONCLUSIONS OF LAW

The foregoing and following findings of fact constitute a violation of the listed sections of Code of the City of Coral Gables.

- 1.) The full name of the Respondent is Juan M. Delgado, Trustee, of the Juan M. Delgado Revocable Trust, u/a/d 09/04/07. Description of the violations: The property is in violation of Section 8-108 (1)(a) through (1)(j) of the City Zoning Code because the Respondent has partially demolished the two-story home on the Property ("Structure") by removing the roof of the ground story and portions of the second story roof and floor without adequately shoring up the Structure. The Respondent has abandoned the job site and progress is not being made. The shell of the Structure is substantially incomplete, and the lack of progress is affecting the safety of neighboring properties. As a result of its incomplete state, the Structure is not watertight and is exposed to the elements. The Respondent has not poured some of the new foundations or installed the Hambro joist system to support the Structure. The Respondent has removed or left the windows open and have removed the exterior doors. There are broken windows, cracks in the walls and there is spalling of the concrete. The existing components are deteriorating due to exposure and neglect.
 - 2.) Board Findings: Guilty / The Respondent has shall take the Required Action as follows:
 - A. Obtain approval for SHOP-25-07-1716, install, and pass final inspection on required shoring by Monday, July 21, 2025.
 - B. Immediately waterproof the property to prevent water intrusion to the adjacent structures.
 - C. Immediately perform a structural evaluation of the existing components in their current state; meet with the Building Official to discuss findings of evaluation; & revise previously approved plans to correct any deterioration that has occurred due to exposure to the elements.
 - D. When A, B, & C are completed, immediately renew all expired permits to repair and restore the Structure ("Permits").
 - E. Make substantial progress on the work pursuant to the permits and provide updates to the Building Official showing substantial progress every 30 days.
 - F. Pass final inspection on all Permits by January 14, 2026.
 - G. An immediate \$1,000 daily fine shall accrue until all permits to restore the structure have been closed.
 - H. The Code Enforcement Board finds that pursuant to 101-110 of the City Code that there is a present threat to public health, safety, and welfare and therefore authorizes the city to correct said violation by taking the actions in paragraphs 2(A) & 2(B), above. The property owner or other violator shall reimburse the city for the expenses incurred in correcting the violation. If the property owner or other violator does not reimburse the city for the cost of correction within 30 days of the date the city sends an invoice, then the city may lien the property with such costs, along with an administrative fee established in section 1-8 to recover administrative personnel service costs. The city shall have a special assessment lien that it may record in the public records of Miami-Dade County. The lien shall accrue interest at the maximum legal rate from the date of the city's invoice until the costs and administrative fee are paid. The city commission may authorize the city attorney to foreclose on the lien. Such lien shall have equal dignity with a tax lien.
- It is the Order of this Board, based upon the foregoing:
1. The Respondent(s) shall pay administrative costs of \$108.75.
 2. The Respondent(s) shall correct the violation(s).
 3. The Respondent(s) shall pay a fine of \$1000 per day for each day that any violation continues to exist.
 4. If the Respondent(s) does (do) not comply within the time specified, a certified copy of this Order shall be recorded in the Public Records of Dade County and thereafter **SHALL CONSTITUTE A LIEN** against the property upon which the violation(s) exist or upon any real or personal property of the violator.

Upon complying, the Respondent(s) shall notify the Code Enforcement Officer listed below, who will inspect the property and verify compliance, or see us in person at 427 Biltmore Way, 2nd Floor, Coral Gables FL, 33134.

Ignacio Luzarraga

Code Enforcement Officer

561-980-5082

iluzarraga@coralgables.com



Code Enforcement Board Clerk

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I, HEREBY CERTIFY that the foregoing is a true
and correct copy of the original on file in this office.

8/7/25

Date



Clerk of the Code Enforcement Board



CITY OF CORAL GABLES

DEVELOPMENT SERVICES DEPARTMENT
427 BILTMORE WAY
CORAL GABLES, FL 33134

June 17, 2025

*Sent via email to
michael@pbmlegal.net and
michael@petersonbaldor.com
and via first class and
certified mail,
return receipt numbers:*

7021 1970 0000 4016 1791

7021 1970 0000 4016 1784

Juan M. Delgado, Trustee, of the Juan
M. Delgado Revocable Trust, u/a/d
09/04/07
Attn.: Evangeline Delgado
1021 Hardee Rd
Coral Gables, FL 33146-3329

Juan M. Delgado, Trustee, of the Juan
M. Delgado Revocable Trust, u/a/d
09/04/07
c/o Michael P. Peterson, Esq.
Peterson & Baldor, PLLC
8000 S.W. 117 Ave, Ste. 206
Miami, FL 33183

**Re: Notice of Emergency Action regarding the two-story single-family home
("Structure") located at 1021 Hardee Road, Coral Gables, Florida 33146-3329
("Property")**

Dear Ms. Delgado:

Various inspections that the City conducted of the above Structure between April 14, 2025, and June 17, 2025 revealed the following conditions:

1. You have partially demolished the Structure by removing the roof of the ground story and portions of the second story roof and floor without adequately shoring up the Structure.
2. The jobsite has been abandoned and progress is not being made.

In order to protect the health and welfare of the residents, the Building Official hereby declares unsafe the portions of the Structure located on the Property. The Building Official is also posting this letter in a conspicuous location(s) on the Property for the information and inspection of all owners, occupants, tenants, and visitors.

□

Juan M. Delgado, Trustee, of the Juan M. Delgado
Revocable Trust, u/a/d 09/04/07
June 17, 2025
Page 2 of 2

In addition, the Building Official is requiring you to take the following action:

- Submit shoring plans signed and sealed by a licensed structural engineer for City approval within six (6) days of the posting of this letter.
- Receive City approval and install shoring within fourteen (14) days of the posting of this letter. (The foregoing is referred to as "Corrective Action".)

If you do not perform the Corrective Action above and pass any necessary compliance inspections by the Building Official within the timeframes provided, the City will also take additional emergency action, including scheduling a hearing with the Construction Regulation Board in an unsafe structures proceeding.

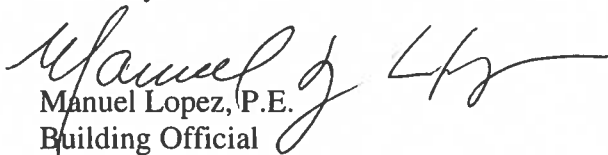
The City may also impose a special assessment lien on the Property for the costs of the Emergency Action, pursuant to Section 105-98 of the City Code.

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

You have the right to appeal this decision to the City's Construction Regulation Board.

Your cooperation in this matter is greatly appreciated.

Sincerely,


Manuel Lopez, P.E.
Building Official

cc: Peter J. Iglesias, P.E., City Manager
Cristina M. Suarez, Esq., City Attorney
Gustavo J. Ceballos, B.C.S., Assistant City Attorney and City Prosecutor
Douglas A. Ramirez, M.S., P.E., Acting Development Services Director
Construction Regulation Board File



City of Coral Gables
Code Enforcement Division
427 Biltmore Way, Suite 100



Need to search or
appeal your citation?

Notice of Violation

June 17, 2025

Case #:NOVI-25-06-10793

Juan M. Delgado, Trustee
1021 Hardee RD
Coral Gables, FL 33146

Folio #: 0341290262050

Dear Property Owner and/or Occupant:

This letter constitutes a notice that a violation(s) exists on the premises at:

1021 HARDEE RD, Coral Gables, FL 33146---3329

The violation(s) found was:

Section 8-108 Demolition by neglect - The owner of any building, structure, landscape feature, improvement, site or portion thereof which has been historically designated pursuant to the Historic Preservation provisions of this Article shall

be required to properly maintain and preserve such building or structure in accordance with the standards set forth in the applicable sections of the Florida Building Code, and this Article.

1. It is the intent of this Section to preserve from deliberate or inadvertent neglect, the interior, exterior, structural stability and historic and architectural integrity of any historically designated building, structure, landscape feature, improvement, site or portion thereof. All such properties, building and structures shall be maintained in accordance to minimum maintenance standards, preserved against decay, deterioration and demolition and shall be free from structural defects through prompt and corrective action to any physical defect which jeopardizes the building's historic, architectural and structural integrity; such defects shall include, but not be limited to, the following:

- a. Deteriorated and decayed facades or façade elements, facades which may structurally fail and collapse entirely or partially;**
- b. Deteriorated or inadequate foundations;**
- c. Defective or deteriorated flooring or floor supports or any structural members of insufficient size or strength to carry imposed loads with safety;**
- d. Deteriorated walls or other vertical structural supports, or members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration;**
- e. Structural members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration;**
- f. Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken or missing windows or doors;**
- g. Defective or insufficient weather protection which jeopardizes the integrity of exterior or interior walls, roofs or foundations, including lack of paint or weathering due to lack of paint or other protective covering;**
- h. Any structure which is not properly secured and is accessible to the general public;**
- i. Any fault or defect in the property that renders it structurally unsafe or not properly watertight; and**
- j. The spalling of the concrete of any portion of the interior or exterior of the building.**

2. A City code enforcement official who finds a violation of this Section shall issue a written warning to the violator to immediately correct the violation. If any building, structure, landscape

561-980-5082

iluzarraga@coralgables.com

Ignacio Luzarraga

feature, improvement, site, or portion thereof which has been historically designated pursuant to the Historic Preservation provisions, in the opinion of the Historic Preservation Board, or the Historic Preservation Officer in this Article, or the City's Building Official, falls into a state of disrepair so as to potentially jeopardize its structural stability and/or architectural integrity, and/or the safety of the public and surrounding structures, the Historic Preservation Officer or the City's Building Official shall have right of entry onto the subject property and may inspect the subject property after forty-eight (48) hours notice to the owner of intent to inspect. In the event the property owner refuses entry of any City official onto the subject property, the City may file an appropriate action to allow such officials access to the subject property for an inspection. The City may require that the property owner retain a professional structural engineer with comprehensive experience with historically designated properties registered in the state, to complete a structural evaluation report to be submitted to the City. Upon receipt of such report, the property owner shall immediately take steps to effect all necessary remedial and corrective actions to restore the structure's or building's compliance with the required minimum maintenance standards herein; remedial action in this regard shall include, but not be limited to, the structural shoring, stabilization and/or restoration of any or all exterior walls, including their original architectural details, interior load bearing walls, columns and beams, roof trusses and framing, the blocking of openings and securing of existing windows and door openings, as well as sealing of the roof surface against leaks, including holes, punctures, mechanical systems, and/or roof penetrations as necessary to preserve the building or structure in good condition. The owner shall substantially complete such remedial and corrective action within thirty (30) days of receipt of the report, or within such time as deemed appropriate by the building official, in consultation with the Historic Preservation Officer. Such time may be extended at the discretion of the City's building official, in consultation with the Historic Preservation Officer.

3. If the owner of the subject property, in the opinion of the City's Building Official and Historic Preservation Officer, fails to undertake and substantially complete the required remedial and corrective action within the specified time frame, the City may, at the expense of the owner, file an action seeking an injunction ordering the property owner to take the remedial and corrective action to restore the structure or building into compliance with the required minimum maintenance standards herein and seeking civil penalties, such civil action may only be initiated at the discretion of the City Manager or designee. The court shall order an injunction providing such remedies if the City proves that the property owner has violated the required minimum maintenance standards or any portion of this section or this code.

4. Any historically designated building, structure, landscape feature, improvement, site, or portion thereof which requires an application for a certificate of appropriateness for demolition shall not have its architectural features removed, destroyed or modified until the certificate of appropriateness is granted. Owners of such property shall be required to maintain such properties in accordance with all applicable codes up to the time the structure is demolished.

5. There shall be no variances, by either the Board of Adjustment or the Historic Preservation Board, from any of the provisions contained in this Section, except if the property owner demonstrates to the Board that the required remedial and corrective action would create an unreasonable or undue hardship as described in Section 8-115.

C. The ad valorem tax exemption provided for historic properties under Sections 8-118 through 8-120

does not apply to historically designated buildings, structures, landscape features, improvements or sites that are damaged, destroyed or demolished in violation of this Section.

Code Enforcement Officer Comments: * The full name of the Respondent is Juan M. Delgado, Trustee, of the Juan M. Delgado Revocable Trust, u/a/d 09/04/07. Description of the violations: The property is in violation of Section 8-108 (1)(a) through (1)(j) of the City Zoning Code because you have partially demolished the two-story home on the Property ("Structure") by removing the roof of the ground story and portions of the second story roof and floor without adequately shoring up the Structure. You have abandoned the jobsite and progress is not being made. The shell of the Structure is substantially incomplete, and the lack of progress is affecting the safety of neighboring properties. As a result of its incomplete state, the Structure is not watertight and is exposed to the elements. You have not poured some of the new foundations or installed the Hambro joist system to support the Structure. You have removed or left the windows open and have removed the exterior doors. There are broken windows, cracks in the walls and there is spalling of the concrete. The existing components are deteriorating due to exposure and neglect.

561-980-5082

iluzarraga@coralgables.com

Ignacio Luzarraga

The following steps should be taken to correct the violation:

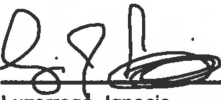
The following steps should be taken to correct the violation.

Submit shoring plans signed and sealed by a licensed structural engineer for City approval within six (6) days of the posting of this notice; receive City approval and install shoring within fourteen (14) days of the posting of this notice; perform a structural evaluation of the existing components in their current state; meet with Building Official to discuss findings of evaluation; revise previously approved plans as needed to correct any deterioration that has occurred since previous permits were issued; and apply for and pass final inspection on all required permits to repair and restore the Structure.

The regulations enforced by the City have been adopted in order to protect the public and assure continuing high property values. Your immediate attention to correcting the violation(s) listed above is required.

The Code Enforcement Division will re-inspect the property on 6/24/2025 to determine if corrective measures have been completed. If the violation(s) has not been completed at the time of inspection, your case will be presented to the Code Enforcement Board for review and possible action. At that time, you will have the opportunity to explain to the citizens serving on the Board the reasons why the violation(s) has not been corrected. The Board has the authority to assess a fine against you for as long as the violation continues.

305-441-5777 or see us in person at 427 Biltmore Way, 2nd Floor, Coral Gables FL, 33134.


Luzarraga, Ignacio

305-980-5082

iluzarraga@coralgables.com



NO
TRESPASSING

1021
Hardee
Road

City's Exhibit #6

Jan 16 2025 at 12:39 PM



Jun 25 2016 01:55 PM



Jun 25, 2023 01:43 PM 06-25-2023 01:43 PM



Jun 25, 206-25-2025 01:55 PM







Jun 25, 2025 02:00 PM





Jun 25, 2025 at 2:01 PM



Jun 25, 2025 at 2:01 PM



Jun 25 06:15:2025 02:02 PM



Jun 25, 2025 02:01 PM



Jun 25, 2025 02:01 PM



Jun 25, 2025 02:05 PM





Jan 26, 2025 02:02 PM





Jun 25 2025 02:25 PM



Jun 25, 2022 08:16:2025 02:02 PM



Jun 25, 2025 02:05 PM





06-25-2025 02:06 PM



June 5, 2025 at 2:26 PM



Jun 25, 2025 at 2:05 PM



Jun 25, 2025 2:06 PM



Jun 25, 2025 at 2:05 PM



Jun 25, 08:20:07 PM



Jun 25, 2016 02:07 PM



Jun 25, 2025 at 2:06 PM



Jun 25, 2025 at 2:06 PM



Jun 25, 2025 at 2:03 PM



Jun 25, 2025, 2:02 PM





Jun 25, 2025 06:08 PM



Jun 25, 2025, 02:08 PM



Jun 25, 2025 2:08 PM
06-25-2025 02:08 PM





Jun 25, 2025 06:25-2025 02:08 PM



Jun 25, 2025 3:07 PM
06-25-2025 02:07 PM



Jun 25, 2025 at 02:07 PM

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 25-9340

vs.

Certified Mail Return Receipt & Via USPS Regular Mail
9589 0710 5270 1749 3961 47

Juan M. Delgado, Trustee of The Juan M. Revocable Trust
U/A/D 09/04/07*
Attn.: Elizabeth M. Delgado And
John A. Delgado
1021 Hardee Rd
Coral Gables, FL 33146-3329
Respondent

NOTICE OF HEARING ON AFFIDAVIT OF COSTS AND CLAIM OF LIEN

Date: June 12, 2026

Re: Affidavit of Costs and Claim of Lien relating to the single-family historic structure ("Structure") on the property located at 1021 Hardee Road, Coral Gables, Florida 33146-3329, having folio number 03-4129-026-2050, Block 145, of REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 9, according to the Plat thereof, as recorded in Plat Book 28, at Page 29 of the Public Records of Miami-Dade County, Florida ("Property").

On July 21, 2025, the City's Construction Regulation Board entered a Notice of Order Declaring Structure Unsafe ("Order") authorizing the Building Official to secure the Structure, if the Respondent did not comply with any of the deadlines in the Order. As a result, the City shored up the Structure and issued an Assessment Billing Invoice ("Invoice") and an Affidavit of Costs and Claim of Lien ("Affidavit"). On April 10, 2026, the Respondent requested a hearing pursuant to Section 105-96 of the City Code to contest the Invoice and Affidavit.

The amount currently due is \$268,752.40, which may be accruing additional costs, including investigative costs and attorney's fees and interest.

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Fairchild Tropical Boardroom, 427 Biltmore Way, Coral Gables, Florida 33134, on July 13, 2026, at 2:00 p.m. The hearing shall be strictly limited to whether the emergency action should have been taken and whether the City should have a lien for such costs. You shall be liable for the reasonable costs of the administrative hearing, if you are unsuccessful 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 Analyn Hernandez, Secretary to the Board, at City of Coral Gables, Development Services Department, 427 Biltmore Way, Coral Gables, FL 33134, ahernandez2@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. and the main number is (305) 460-5245, ext. 0.

* - Juan M. Delgado, Trustee, is the record owner named in the deed, however, the current, full name of the Respondent is EVANGELINE M. DELGADO, AS SUCCESSOR TRUSTEE OF THE JUAN M. REVOCABLE TRUST, U/A/D 09/04/07 a/k/a the JUAN M. DELGADO

City's Exhibit #7

Sincerely,

Analyn Hernandez

Analyn Hernandez
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, Clifford R. Friedman, Director of Human Resources & Risk Management (E-mail: cfriedman@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, Clifford R. Friedman, Director of Human Resources & Risk Management (E-mail: cfriedman@coralgables.com, Telephone: 305- 722-8686, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

CC:

Mortgage Electronic Registration Systems, Inc. ("Mers"), As Nominee For Onslow Bay Financial, LLC, 1901 E. Voorhees St, Ste C, Danville, IL 61834-45129589 0710 5270 1749 3974 34

Onslow Bay Financial, LLC, 1211 Ave of The Americas, Fl 41, New York, NY 10036-8705
9589 0710 5270 1749 3974 41

Onslow Bay Financial, LLC, C/O Corporation Service Company, Registered Agent, 1201 Hays St, Tallahassee, FL 32301-2525 9589 0710 5270 1749 3974 58

* - Juan M. Delgado, Trustee, is the record owner named in the deed, however, the current, full name of the Respondent is EVANGELINE M. DELGADO, AS SUCCESSOR TRUSTEE OF THE JUAN M. REVOCABLE TRUST, U/A/D 09/04/07 a/k/a the JUAN M. DELGADO REVOCABLE TRUST, U/A/D 09/04/07.



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Title of Document Posted: Notice of Hearing on Affidavit of Costs and Claim of Lien

I, Ignacio Luzarraga, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 1021 Hardee Road, ON June 12th 2026 AT 11:36AM.

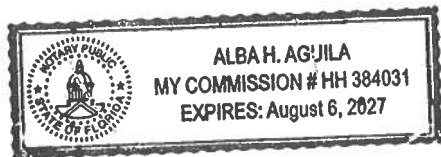
Ignacio Luzarraga
Employee's Printed Name

[Signature]
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online
notarization, this 16th day of June, in the year 2026, by
Self who is personally known to me.

My Commission Expires:



gus
Notary Public

City's Exhibit #8

Jun 12, 2026 at 11:36:15 AM
1025 Hardee Rd
Coral Gables FL 33146
United States

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

CITY OF CORAL GABLES,
Petitioner,

Case No. 25-9340

vs.

Certified Mail Return Receipt & Via USPS Regular Mail
9589 0710 5270 1749 3961 47

Juan M. Delgado, Trustee of The Juan M. Revocable Trust

U/A/D 09/04/07*

Attn.: Elizabeth M. Delgado And

John A. Delgado

1021 Hardee Rd

Coral Gables, FL 33146-3329

Respondent

NOTICE OF HEARING ON AFFIDAVIT OF COSTS AND CLAIM OF LIEN

Date: June 12, 2026

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The amount currently due is \$268,752.40, which may be accruing additional costs, including investigative costs and attorney's fees and interest.

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Fairchild Tropical Boardroom, 427 Biltmore Way, Coral Gables, Florida 33134, on July 13, 2026, at 2:00 p.m. The hearing shall be strictly limited to whether the emergency action should have been taken and whether the City should have a lien for such costs. You shall be liable for the reasonable costs of the administrative hearing, if you are unsuccessful 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 Analyn Hernandez, Secretary to the Board, at City of Coral Gables, Development Services Department, 427 Biltmore Way, Coral Gables, FL 33134, ahernandez2@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. and the main number is (305) 460-5245, ext. 0.

* - Juan M. Delgado, Trustee, is the record owner named in the deed, however, the current, full name of the Respondent is EVANGELINE M. DELGADO, AS SUCCESSOR TRUSTEE OF THE JUAN M. REVOCABLE TRUST, U/A/D 09/04/07 a/k/a the JUAN M. DELGADO REVOCABLE TRUST, U/A/D 09/04/07.

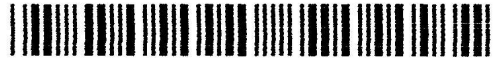
City's Exhibit #9

A close-up photograph of a dark, arched street sign with gold lettering. The sign is mounted on a light-colored wall. The text on the sign reads "1021 Hardee Road". The sign has a gold border and a gold outline around the text. The background of the sign is dark and textured. The sign is mounted on a light-colored wall with some visible texture and a small hole.

[illegible]

Jun 12, 2026 at 11:36:27 AM
1025 Hardee Rd
Coral Gables FL 33146
United States





CFN 2017R0293729
OR BK 30546 Pgs 2406-2407 (2Pgs)
RECORDED 05/24/2017 14:28:48
DEED DOC TAX \$7,200.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:

Barbie C. Rodriguez
Manager
The Law Office of William G. Hersman, P.A.
10631 N. Kendall Drive Suite 210
Miami, FL 33176
786-621-6339
File Number: 4000-263
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 18 day of May, 2017 between **Mary Lynne Young**, individually, as a single woman and Trustee of the **Mary Lynne Young Revocable Trust** dated 4/10/15 whose post office address is 1570 Madruga Ave, Suite B301, Coral Gables, FL 33146, grantor, and **Juan M. Delgado**, Trustee of the **Juan M. Revocable Trust** u/a/d 09/04/07 whose post office address is 1021 Hardee Road, Coral Gables, FL 33146

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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

Lot 16, Block 145, of REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 9, according to the Plat thereof, as recorded in Plat Book 28, Page 29, of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 03-4129-026-2050

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2016.

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

DoubleTime®

City's Exhibit #10

Signed, sealed and delivered in our presence:

Kathleen Keen
Witness Name: Kathleen Keen

Franchesca Martin
Witness Name: Franchesca Martin

Mary Lynne Young
Mary Lynne Young, Trustee

State of Florida
County of Miami-Dade

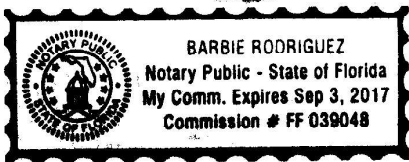
The foregoing instrument was acknowledged before me this 18 day of May, 2017 by Mary Lynne Young, Trustees a single woman and Trustee of the Mary Lynne Young Revocable Trust dated 4/10/15, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Barbie Rodriguez
Notary Public

Printed Name: Barbie Rodriguez

My Commission Expires: 7/3/17





CFN 20170293734
 OR BK 30546 Pgs 2415-2430 (16Pgs)
 RECORDED 05/24/2017 14:28:48
 MTG DOC TAX \$2,730.00
 INTANG TAX \$1,560.00
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

PREPARED BY:

Name: **Joanna Hyla**

Address:

**1720 Route 23 N
 Wayne, NEW JERSEY 07470**

Return to:

**Valley National Bank
 1720 Route 23 N**

Wayne, NEW JERSEY 07470

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **May 22, 2017**, together with all Riders to this document.

(B) "Borrower" is **Juan M. Delgado, Trustee of the Juan M. Delgado Revocable Trust u/a/d 09/04/07**

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **Valley National Bank**

Lender is a **National Bank.**

the laws of **the United States of America**

1720 Route 23 N, Wayne, NEW JERSEY 07470

organized and existing under
 . Lender's address is

. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **May 22, 2017**
 Borrower owes Lender **Seven Hundred Eighty Thousand and no/100**

May 22, 2017. The Note states that

Dollars (U.S. **\$780,000.00**)

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **June 01, 2047**

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(E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider

☐ Condominium Rider

☐ Second Home Rider

☐ Balloon Rider

☐ Planned Unit Development Rider

☐ VA Rider

☒ 1-4 Family Rider

☐ Biweekly Payment Rider

☒ Other(s) [specify] **LEGAL DESCRIPTION**

(H) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) **"Escrow Items"** means those items that are described in Section 3.

(L) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

FLORIDA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the

County of **Miami-Dade** :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

Lot 16, Block 145, of REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 9, according to the Plat thereof, as recorded in Plat Book 28, Page 29, of the Public Records of Miami-Dade County, Florida.

which currently has the address of

1021 Hardee Rd
[Street]

Coral Gables
[City]

, Florida

33146
[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such

FLORIDA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

FLORIDA
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funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under

RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by



Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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(Page 6 of 13)

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured

by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this



Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection

and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

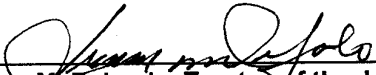
23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 13 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

 _____ (Seal) _____ (Seal)
Juan M. Delgado, Trustee of the Juan M. Delgado Revocable Trust u/a/d 9/4/07 -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

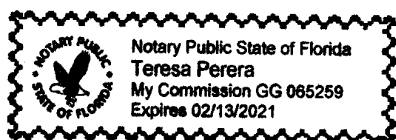
_____ (Seal) _____ (Seal)
-Borrower -Borrower

State of Florida
County of

The foregoing instrument was acknowledged before me this **22nd** day of **May 2017** by
Juan M. Delgado

who is personally known to me or who has produced

as identification.



Teresa Perera

Notary Public

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:
Organization: **Valley National Bank**

NMLSR ID: **411254**

Individual: **Armando Gonzalez**

NMLSR ID: **1078198**

FLORIDA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

FLORIDA
ITEM 1615L13 (111313)

Form 3010 1/01

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(Page 13 of 13)

1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this **22nd** day of **May 2017**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **Valley National Bank**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
1021 Hardee Rd

Coral Gables, FL 33146

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1790L1 (0411)

(Page 1 of 3 pages)

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of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

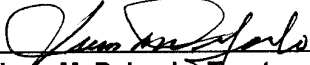
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this 1-4 Family Rider.

 (Seal) _____ (Seal)
Juan M. Delgado, Trustee of the Juan M. Delgado Revocable Trust u/a/d 9/4/07 -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1790L3 (0411)

(Page 3 of 3 pages)



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RECORDED 12/26/2017 10:04:58

HARVEY RUVIN, CLERK OF COURT

MIAMI-DADE COUNTY, FLORIDA

Prepared by: Claudia Branigan
Return to: Valley National Bank
P.O. Box 558
Wayne, NJ 07474-0558

ASSIGNMENT OF MORTGAGE

KNOW THAT **Valley National Bank**
1720 Route 23 North
Wayne, NJ 07470

Assignor,

in consideration of the sum of TEN and No./100 dollars, (\$10.00)

paid by Mortgage Electronic Registration Systems, Inc. "MERS"
1901 East Voorhees Street Suite C
Danville, IL 61834 as
a Nominee for Onslow Bay Financial, LLC
1211 Ave of the Americas 41st Floor
New York, NY 10036

Assignee,

MIN#: 100425000127267883

LOAN: 12726788

hereby assigns unto the assignee, Mortgage Electronic Registration Systems, Inc. "MERS" as a Nominee for Onslow Bay Financial, LLC. Mortgage dated May 22, 2017 made by Juan M. Delgado, Trustee of the Juan M. Delgado Revocable Trust u/a/d 09/04/07 to Valley National Bank in the principal amount \$780,000.00 plus interest recorded on May 24, 2017 in CFN: 2017R0293734 in OR Book 30543 Pages 2415-2430 in the Miami-Dade County Clerk's Office, Florida State.

Covering premises: 1021 Hardee Rd Coral Gables, FL 33146

Parcel Number : 0341290262050

Legal Description: Lot 16, Block 145 of REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 9, according to the plat thereof, as recorded in Plat Book 28, Page 29, of the Public Records of Miami-Dade County, Florida.

TOGETHER with the bond(s) or note(s) or obligation(s) described in said mortgage, and the moneys due and to grow due thereon with the interest; TO HAVE AND TO HOLD the same unto the assignee and to the successors, legal representatives and assigns of the assignee forever. This Assignment is made to and accepted by the Assignee without any warranty of representation on the part of the Assignor and without the recourse to the Assignor in any event whatsoever. The word "assignor" or "assignee" shall be construed as if it read "assignors" or "assignees" whenever the sense of this instrument so requires.

This assignment is not subject to the requirements of section two hundred seventy-five of the Real Property Law because it is an assignment within the secondary mortgage market.

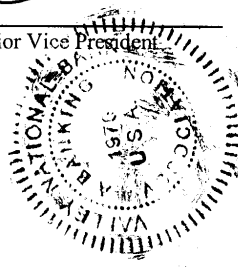
IN WITNESS WHEREOF, the assignor has duly executed this assignment on December 4, 2017

IN PRESENCE OF:

VALLEY NATIONAL BANK

BY: _____

Thomas J. Vanderburgh, Senior Vice President



The assignee herein is not acting as a nominee of the mortgagor and the mortgage continues to secure a bona fide obligation.

STATE OF NEW JERSEY)

)ss.:

COUNTY OF PASSAIC)

ON THIS 4TH DAY OF DECEMBER 2017, BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED THOMAS J. VANDERBURGH, SENIOR VICE PRESIDENT OF VALLEY NATIONAL BANK PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE INDIVIDUAL(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE INDIVIDUAL(S), OR THE PERSON UPON BEHALF OF WHICH THE INDIVIDUAL(S) ACTED, EXECUTED THE INSTRUMENT, AND THAT SUCH INDIVIDUAL MADE SUCH APPEARANCE BEFORE THE UNDERSIGNED IN THE COUNTY OF PASSAIC.

CAROL L. CAMPBELL
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 24, 2019

Carol L. Campbell

NOTARY PUBLIC

Assignment of Mortgage
Without Covenant

VALLEY NATIONAL BANK

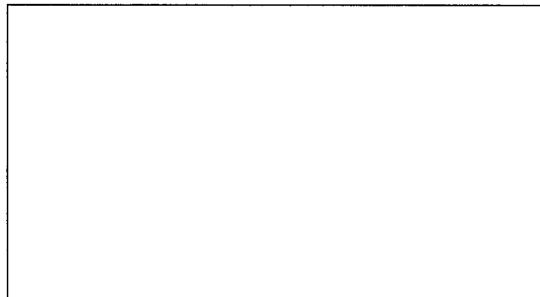
District
Section
Block
Lot
Borough
County Miami-Dade



TO

Mortgage Electronic Registration
Systems, Inc. "MERS" as a Nominee
For Onslow Bay Financial, LLC

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Limited Liability Company

Actions

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- [View Filings](#)
- [Print a Pre-Populated Annual Report form](#)
- [Print an Amended a Annual Report form](#)

Legal name: Onslow Bay Financial LLC

Previous legal name: Onslow Bay Servicing LLC

Secretary of State Identification Number (SOSID): 1328417

Status: Current-Active

Citizenship: Domestic

Date formed: 7/17/2013

Registered agent: Corporation Service Company

mailing address

1211 Avenue of the Americas, 41st Floor
New York, NY 10036

Principal office address

1211 Avenue of the Americas, 41st Floor
New York, NY 10036

Registered office address

2626 Glenwood Ave Ste 550
Raleigh, NC 27608

Registered mailing address

2626 Glenwood Ave Ste 550
Raleigh, NC 27608

Company officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

- **Manager**

[Mike Fania](#)

1211 Avenue of the Americas 41st Floor
New York NY 10036

- **Manager**

[Christian Greco](#)

1211 Avenue of the Americas, 41st Floor
New York NY 10036

- **Manager**

[Jonathan Kurtz](#)

1211 Avenue of the Americas 41st Floor
New York NY 10036

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Department of State

Division of Corporations

Entity Information

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Entity Details

ENTITY NAME: ONSLOW BAY FINANCIAL LLC	DOS ID: 4453006
FOREIGN LEGAL NAME:	FICTITIOUS NAME:
ENTITY TYPE: FOREIGN LIMITED LIABILITY COMPANY	DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: 802 LLC - LIMITED LIABILITY COMPANY LAW	ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 08/30/2013	REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 08/30/2013	INACTIVE DATE:
FOREIGN FORMATION DATE: 07/17/2013	STATEMENT STATUS: CURRENT
COUNTY: ALBANY	NEXT STATEMENT DUE DATE: 08/31/2025
JURISDICTION: NORTH CAROLINA, UNITED STATES	NFP CATEGORY:

- ENTITY DISPLAY
- NAME HISTORY
- FILING HISTORY
- MERGER HISTORY
- ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C/O CORPORATION SERVICE COMPANY
Address: 80 STATE STREET, ALBANY, NY, UNITED STATES, 12207

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:
Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name: CORPORATION SERVICE COMPANY
Address: 80 STATE STREET, ALBANY, NY, 12207 - 2543

Entity Primary Location Name and Address

Name:
Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share



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Detail by Entity Name

Foreign Limited Liability Company
ONSLOW BAY FINANCIAL LLC

Filing Information

Document Number	M17000010409
FEI/EIN Number	46-3267526
Date Filed	12/08/2017
State	NC
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	05/24/2022
Event Effective Date	NONE

Principal Address

1211 Avenue of the Americas
41st Floor
New York, NY 10036

Changed: 02/04/2025

Mailing Address

1211 Avenue of the Americas
41st Floor
New York, NY 10036

Changed: 02/04/2025

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 05/24/2022

Address Changed: 05/24/2022

Authorized Person(s) Detail

Name & Address

Title Manager

Fania, Mike
1211 Avenue of the Americas
41st Floor
New York, NY 10036

Title Manager

Greco, Christian
1211 Avenue of the Americas
41st Floor
New York, NY 10036

Title Manager

Kurtz, Jonathan
1211 Avenue of the Americas
41st Floor
New York, NY 10036

Annual Reports

Report Year	Filed Date
2023	01/10/2023
2024	04/17/2024
2025	02/04/2025

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