



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 8/25/2022

Property Information	
Folio:	03-4117-005-4140
Property Address:	2700 PONCE DE LEON BLVD Coral Gables, FL 33134-6005
Owner	MMSDDR PONCE LLC C/O THERREL BAISDEN LLP
Mailing Address	ONE SE 3 AVE STE 2950 MIAMI, FL 33131 USA
PA Primary Zone	6400 COMMERCIAL - CENTRAL
Primary Land Use	1111 STORE : RETAIL OUTLET
Beds / Baths / Half	2 / 1 / 0
Floors	2
Living Units	1
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	4,574 Sq.Ft
Lot Size	3,872 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2022	2021	2020
Land Value	\$1,645,600	\$1,645,600	\$1,548,800
Building Value	\$4,574	\$4,574	\$4,574
XF Value	\$0	\$0	\$0
Market Value	\$1,650,174	\$1,650,174	\$1,553,374
Assessed Value	\$1,650,174	\$1,650,174	\$1,553,374

Benefits Information				
Benefit	Type	2022	2021	2020
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
17 54 41 C GABLES CRAFTS SEC PB 10-40 LOTS 20 & 21 BLK 15 LOT SIZE 37.230 X 104 COC 24027-1233 12 2005 1	

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,650,174	\$1,650,174	\$1,553,374
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,650,174	\$1,650,174	\$1,553,374
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,650,174	\$1,650,174	\$1,553,374
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,650,174	\$1,650,174	\$1,553,374

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
11/15/2017	\$100	30760-1198	Corrective, tax or QCD; min consideration
07/14/2017	\$3,275,000	30615-3469	Qual by exam of deed
01/31/2014	\$2,500,000	29023-1357	Not exposed to open-market; atypical motivation
01/31/2014	\$1,575,000	29023-1354	Affiliated parties

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

Version:

City's Exhibit #1



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

Detail by Entity Name

Florida Limited Liability Company
MMSDDR PONCE, LLC

Filing Information

Document Number	L17000227129
FEI/EIN Number	82-3311713
Date Filed	11/02/2017
Effective Date	11/02/2017
State	FL
Status	ACTIVE

Principal Address

c/o Pablo Rodriguez
1 SE 3rd Ave.
2950
Miami, FL 33131

Changed: 01/07/2022

Mailing Address

c/o Pablo Rodriguez
1 SE 3rd Ave.
2950
Miami, FL 33131

Changed: 01/07/2022

Registered Agent Name & Address

RODRIGUEZ, PABLO
ONE S.E. 3RD AVE.
2950
MIAMI, FL 33131

Authorized Person(s) Detail

Name & Address

Title Authorized Representative

MONTEVERDE, MARTIN

City's Exhibit #2

c/o Pablo Rodriguez
1 SE 3rd Ave.
2950
Miami, FL 33131

Title Manager

Monteverde, Ernesto
c/o Pablo Rodriguez
1 SE 3rd Ave.
2950
Miami, FL 33131

Annual Reports

Report Year	Filed Date
2020	01/20/2020
2021	01/29/2021
2022	01/07/2022

Document Images

01/07/2022 -- ANNUAL REPORT	View image in PDF format
01/29/2021 -- ANNUAL REPORT	View image in PDF format
01/20/2020 -- ANNUAL REPORT	View image in PDF format
03/22/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
11/02/2017 -- Florida Limited Liability	View image in PDF format

List of service addresses for 2700 Ponce de Leon Blvd

<u>Owner (Registered Agent address)</u>	<u>First Mortgagee (mortgage and BankFind address)</u>
MMSDDR Ponce LLC c/o Pablo Rodriguez Therrel Baisden, LLP Registered Agent 1 SE 3rd Ave, Ste. 2950 Miami, FL 33131-1722	Terrabank, N.A. 3191 Coral Way Miami, FL 33145-3213

Found 1 result

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Permit Number [PWKS-22-03-0457](#)

Applied Date 03/15/2022

Type Temporary ROW Obstruction

Issued Date 03/23/2022

Project Name

Expiration Date 10/24/2022

Status Expired

Finalized Date

Main Parcel 0341170054140

Address **2700 PONCE DE LEON BLVD** Coral Gables, FL 33134--600

Description Fence enclosure of right-of-way per previously approved permit PW-21-06-7998.


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[New Permit Search](#)

Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
EX-22-08-8772	08/10/2022	2700 PONCE DE LEON BLVD	PERMIT EXTENSION & RENEWAL	THIS EXTENSION WILL BE CANCELLED IF NO APPROVED BUILDING INSPECTION IS CONDUCTED BY 10/4/2022 - S. CABRERA.	approved			0.00
PU-22-02-7330	02/01/2022	2700 PONCE DE LEON BLVD	PUBLIC RECORDS SEARCH		final	02/01/2022	02/01/2022	0.00
EX-22-01-6672	01/20/2022	2700 PONCE DE LEON BLVD	PERMIT EXTENSION & RENEWAL	RENEWAL FOR BL-21-04-6894 CHANGE OF CONTRACTOR FROM BL-19-04-4588 ***COMM INTERIOR AND EXTERIOR ALTERATIONS, STOREFRONT, ROLL UP DOOR, RAILINGS \$625,000	final	01/31/2022	01/31/2022	0.00
CE-21-06-8209	06/21/2021	2700 PONCE DE LEON BLVD	CODE ENF TICKET PROCESS - NO RUNNING FINE	CE303319	final	06/21/2021	06/21/2021	0.00
PW-21-06-7998	06/16/2021	2700 PONCE DE LEON BLVD	OBSTRUCTION OF THE ROW PERMIT	SIDEWALK CLOSURE TO REMOVE DEBRIS AND RECONSTRUCT FACADE.	issued	06/16/2021		0.00
BL-21-04-6894	04/05/2021	2700 PONCE DE LEON BLVD	BLD SIMPLE CHANGE OF CONTRACTOR	***HOLD HAS BEEN PLACED BY S.CABRERA (D.S. DIRECTOR) 10/12/22 ***** CHANGE OF CONTRACTOR FROM BL-19-04-4588 ***COMM INTERIOR AND EXTERIOR ALTERATIONS, STOREFRONT, ROLL UP DOOR, RAILINGS \$625,000	stop work	06/15/2021		0.00
PW-20-09-5018	09/08/2020	2700 PONCE DE LEON BLVD	OBSTRUCTION OF THE ROW PERMIT	TEMPORARY CONSTRUCTION FENCE AND TEMP DUMPSTER RENEWAL OF PW20045868 & PW20056493, PW20076741.	issued	09/25/2020		0.00
PW-20-09-5016	09/08/2020	2700 PONCE DE LEON BLVD	OBSTRUCTION OF THE ROW PERMIT	TEMPORARY CONSTRUCTION FENCE AND TEMP DUMPSTER RENEWAL	issued	10/28/2020		0.00

				OF PW20045868 & PW20056493, PW20076740.				
PW-20-07-6741	07/22/2020	2700 PONCE DE LEON BLVD	OBSTRUCTION OF THE ROW PERMIT	TEMPORARY CONSTRUCTION FENCE AND TEMP DUMPSTER RENEWAL OF PW20056493	issued	08/13/2020		0.00
PW-20-07-6740	07/22/2020	2700 PONCE DE LEON BLVD	OBSTRUCTION OF THE ROW PERMIT	TEMPORARY CONSTRUCTION FENCE AND TEMP DUMPSTER RENEWAL OF PW20045868 & PW20056493	issued	07/22/2020		0.00
ZN-20-06-7014	06/25/2020	2700 PONCE DE LEON BLVD	OUTDOOR SEATING	OUTDOOR SEATING @ GROUND & ROOF TERRACE	pending			0.00
PW-20-05-6494	05/14/2020	2700 PONCE DE LEON BLVD	OBSTRUCTION OF THE ROW PERMIT	TEMPORARY CONSTRUCTION FENCE AND TEMP DUMPSTER RENEWAL OF PW20056493	final	06/15/2020	07/22/2020	0.00
PW-20-05-6493	05/14/2020	2700 PONCE DE LEON BLVD	OBSTRUCTION OF THE ROW PERMIT	TEMPORARY CONSTRUCTION FENCE AND TEMP DUMPSTER RENEWAL OF PW20045868	final	05/22/2020	07/22/2020	0.00
PW-20-04-5868	04/01/2020	2700 PONCE DE LEON BLVD	OBSTRUCTION OF THE ROW PERMIT	TEMPORARY CONSTRUCTION FENCE AND TEMP DUMPSTER RENEWAL OF PW-20-03-7160	final	04/06/2020	05/14/2020	0.00
PW-20-03-7160	03/17/2020	2700 PONCE DE LEON BLVD	OBSTRUCTION OF THE ROW PERMIT	TEMPORARY CONSTRUCTION FENCE AND TEMP DUMPSTER RENEWAL OF PW20037159	final	03/17/2020	04/01/2020	0.00
PW-20-03-7159	03/17/2020	2700 PONCE DE LEON BLVD	OBSTRUCTION OF THE ROW PERMIT	TEMPORARY CONSTRUCTION FENCE AND TEMP DUMPSTER RENEWAL OF PW20037156	issued	03/17/2020		0.00
PW-20-03-7156	03/17/2020	2700 PONCE DE LEON BLVD	OBSTRUCTION OF THE ROW PERMIT	TEMPORARY CONSTRUCTION FENCE AND TEMP DUMPSTER RENEWAL OF PW19114480	issued	03/17/2020		0.00
RV-19-11-4794	11/21/2019	2700 PONCE DE LEON BLVD	REVISION TO PERMIT	REVISION- ARCHITECTURAL & LIFE SAFETY PAGES OUTDOOR SEATING PROPOSED OVER COLONNADE/PUBLIC SIDEWALK BELOW	final	09/28/2020	09/28/2020	0.00
ZN-19-11-4478	11/15/2019	2700 PONCE DE LEON BLVD	CHAIN LINK FENCE / FENCE REPAIRS / TEMP FENCE	TEMP CONSTRUCTION FENCE FOR COMM INTERIOR AND EXTERIOR ALTERATIONS, STOREFRONT, ROLL UP DOOR, RAILINGS	canceled	12/02/2019	09/27/2021	0.00
PW-19-11-4480	11/15/2019	2700 PONCE DE LEON BLVD	OBSTRUCTION OF THE ROW PERMIT	TEMPORARY CONSTRUCTION FENCE AND TEMP DUMPSTER	issued	12/05/2019		0.00
PL-19-08-5975	08/29/2019	2700 PONCE DE LEON BLVD	PLUMB COMMERCIAL / RESIDENTIAL WORK	PLUMBING & GAS WORK { NATURAL } FOR COMM. INTERIOR AND EXTERIOR ALTERATIONS	pending			0.00
BL-19-08-5471	08/20/2019	2700 PONCE	CONSTRUCTION STAGING PLAN	CONSTRUCTION STAGING PLAN FOR	final	10/25/2019	10/25/2019	0.00

		DE LEON BLVD		COMM INTERIOR AND EXTERIOR ALTERATIONS \$625,000					
ME-19-08-4610	08/01/2019	2700 PONCE DE LEON BLVD	MECH COMMERCIAL / RESIDENTIAL WORK	KITCHEN HOOD	pending				0.00
ME-19-08-4609	08/01/2019	2700 PONCE DE LEON BLVD	MECH COMMERCIAL / RESIDENTIAL WORK	COMM INTERIOR AND EXTERIOR ALTERATIONS \$625,000	pending				0.00
EL-19-04-4673	04/08/2019	2700 PONCE DE LEON BLVD	ELEC COMMERCIAL / RESIDENTIAL WORK	170 LIGHTS , 78 OUTLEST, 400 AMP SERVICE, 27 SPECIALS,	pending				0.00
BL-19-04-4588	04/05/2019	2700 PONCE DE LEON BLVD	INT / EXT ALTERATIONS	***CHANGE OF CONTRACTOR TO BL21046894***COMM INTERIOR AND EXTERIOR ALTERATIONS, STOREFRONT, ROLL UP DOOR, RAILINGS \$625,000	canceled	10/25/2019	05/13/2021		0.00
PW-18-08-4021	08/23/2018	2700 PONCE DE LEON BLVD	OBSTRUCTION OF THE ROW PERMIT	OBSTRUCTION OF THE ROW WITH TRUCK SIDEWALK CLOSURE 3 days 8/23,8/24, 8/29 RENEWAL OF PW18083621	final	08/23/2018	09/20/2018		0.00
PW-18-08-3621	08/15/2018	2700 PONCE DE LEON BLVD	OBSTRUCTION OF THE ROW PERMIT	OBSTRUCTION OF THE ROW WITH TRUCK SIDEWALK CLOSURE 3 days 8- 23, 8-24, 8-29	final	09/19/2018	09/20/2018		0.00
PL-18-07-3728	07/23/2018	2700 PONCE DE LEON BLVD	PLUMB COMMERCIAL / RESIDENTIAL WORK	PLUMBING WORK FOR COMM. INTERIOR DEMO ONLY / CAP- OFF	final	09/17/2018	09/18/2018		0.00
EL-18-07-3104	07/12/2018	2700 PONCE DE LEON BLVD	ELEC COMMERCIAL / RESIDENTIAL WORK	COMMERCIAL INTERIOR DEMO ONLY \$5,000	final	08/20/2018	09/21/2018		0.00
AB-18-06-2801	06/01/2018	2700 PONCE DE LEON BLVD	BOA PRELIMINARY/MED BONUS/FINAL	COMMERCIAL*REV TO PERMIT #4 (ROOF TOP RAILINGS) *REV PER PERF DATE 07/12/19 (RESPONSE TO COMMENTS) *REV#1 (RESPONSE TO COMMENTS- NOTES ON SITE PLAN) *FINAL*INTERIOR AND EXTERIOR ALTERATIONS TO EXISTING BUILDING/ POSTED \$625000	final	06/01/2018	01/06/2022		0.00
UP-18-05-3965	05/22/2018	2700 PONCE DE LEON BLVD	UPFRONT FEE - THIS IS NOT A PERMIT	*** UPFRONT FEE FOR BL18053964 *** COMMERCIAL INTERIOR DEMO ONLY \$5,000	canceled		09/18/2018		0.00
BL-18-05-3964	05/22/2018	2700 PONCE DE LEON BLVD	DEMOLITION	COMMERCIAL INTERIOR DEMO ONLY \$32,000	final	08/14/2018	10/04/2018		0.00
DR-18-05-3028	05/04/2018	2700 PONCE DE LEON BLVD	DEVELOPMENT REVIEW COMMITTEE	DRC LEVEL II APPLICATION FOR RENOVATION OF AN EXISTING 2-STORY COMMERCIAL	issued	05/04/2018			0.00

				BUILDING LOCATED AT 2700 PONCE DE LEON BLVD.				
RC-17-10-2231	10/26/2017	2700 PONCE DE LEON BLVD	BLDG RECERT / CRB	BUILDING RECERTIFICATION (1927) CONSTRUCTION REGULATION BOARD CASE #17-6718 AND UNSAFE STRUCTURES FEE	final	01/17/2018	01/23/2018	0.00
CE-17-05-2659	05/31/2017	2700 PONCE DE LEON BLVD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	06/08/2017	06/08/2017	0.00
AB-15-08-5057	08/21/2015	2700 PONCE DE LEON BLVD	BOA PRELIMINARY/MED BONUS/FINAL	PRELIMINARY *COMMERCIAL* ALTERATIONS & RENOVATIONS HW/POSTED \$200000	issued	08/24/2015		0.00
PL-15-08-4561	08/13/2015	2700 PONCE DE LEON BLVD	PLUMB COMMERCIAL / RESIDENTIAL WORK	CANCELLED *** COMM INTER DEMO ONLY \$4000	canceled		06/15/2017	0.00
EL-15-08-4491	08/12/2015	2700 PONCE DE LEON BLVD	ELEC COMMERCIAL / RESIDENTIAL WORK	CANCELLED *** COMM INTER DEMO ONLY ELECTRICAL	canceled		06/15/2017	0.00
BL-15-08-4425	08/10/2015	2700 PONCE DE LEON BLVD	DEMOLITION	CANCELLED *** COMM INTER DEMO ONLY \$4,000	canceled	10/05/2015	06/15/2017	0.00
PU-15-07-4432	07/02/2015	2700 PONCE DE LEON BLVD	PUBLIC RECORDS SEARCH	REQ COPY OF PERMIT 2417	final	07/02/2015	07/02/2015	0.00
PW-14-05-3169	05/15/2014	2700 PONCE DE LEON BLVD	UTILITIES (CITY GAS) PERMIT	CUT AND CAP GAS SERVICE LINE AT MAIN \$818.00	final	05/21/2014	08/18/2014	0.00
CE-14-04-3428	04/24/2014	2700 PONCE DE LEON BLVD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	04/28/2014	04/28/2014	0.00
CE-13-12-2845	12/21/2013	2700 PONCE DE LEON BLVD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	12/26/2013	12/26/2013	0.00
CE-11-07-7770	07/31/2011	2700 PONCE DE LEON BLVD	CODE ENF WARNING PROCESS	WT6619 CH.5-1901(1) ZONING CODE (SNT) @ 11:55AM - RENE RUIZ MAINTAINING TEMP SIGN(S) IN EXCESS OF 250 SQ IN AND/OR MORE THAN TWO (2) PER STORE.	final	07/31/2011	07/31/2011	0.00
CE-10-01-3567	01/24/2010	2700 PONCE DE LEON BLVD	CODE ENF WARNING PROCESS	WT00916 CH.5-1908 ZONING CODE (SIW) - RENE RUIZ @ 11:00AM - ALL SIGNS INSTALLED ON WINDOWS ARE PROHIBITED EXCEPT FOR THOSE WHICH HAVE BEEN APPROVED AND PERMITTED OR APPROPRIATE TEMP SIGNS.	final	01/24/2010	01/24/2010	0.00
ZV-09-12-2823	12/22/2009	2700 PONCE	ZONING LETTER VERIFICATION	ZONING VERIFICATION LETTER MID RISE INTENSITY	final	12/22/2009	12/22/2009	0.00

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 22-4951

vs.

MMSDDR Ponce LLC
c/o Pablo Rodriguez
Therrel Baisden, LLP
Registered Agent
1 S.E. 3rd Ave., Ste. 2950
Miami, FL 331310-1722

Return receipt number:

7021 1970 0000 4015 5295

**NOTICE OF UNSAFE STRUCTURE VIOLATION
AND NOTICE OF HEARING**

Date: November 3, 2022

Re: **2700 Ponce de Leon Blvd**, legally described as Lots 20 and 21, in Block 15 of Coral Gables Crafts Section (also known as Craft Section of Coral Gables) according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida, and bearing Property Appraiser's folio number 03-4117-005-4140 ("Property"), and the two-story commercial building on the Property ("Structure").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-89 of the City Code; as follows:

Sec. 105-89. Physical criteria for unsafe structures.

A structure shall be considered unsafe if it meets any of the following criteria:

- (3) **The structure is not completed in substantial conformity with the plans and specifications upon which the building permit for construction was issued and 120 days or more have lapsed since the expiration, revocation, or cancellation of the building permit.**
- (10) **A structure shall be presumed to be unsafe if one or more of the following criteria applies:**
 - i. **The construction of the structure or the construction or installation of systems or components within the structure has been commenced or completed without a permit or all of the required inspections or where the permit has expired prior to the required final inspections and the issuance of a certificate of occupancy or certificate of completion.**

City's Exhibit #6

Specifically, you have performed extensive interior and exterior alterations and allowed the permits (BL-19-04-4588 and all sub permits) to expire on 03/27/21. While you have reopened the permits by applying for a change of contractor and an extension (BL-21-04-6894 and EX-22-08-8772), you did not have an approved inspection by October 4, 2022, as required by the Building Official and the permits are in hold status since October 12, 2022.

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Boardroom, 427 Biltmore Way, Coral Gables, Florida 33134, on November 14, 2022, at 2:00 p.m.

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

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

If the Property owner or other interested party does not take all Required Action or prevail at the hearing, the Construction Regulation Board may impose fines not to exceed \$1000 for each day the violation continues past the date set for compliance and may also enter an order of demolition and assess all costs of the proceedings, in an amount not less than \$600, and the costs of demolition and other required action, for which the City shall have a lien against the Property owner and the Property.

Please govern yourself accordingly.



Virginia Goizueta
Secretary to the Board

ADA NOTICES

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

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Board, with respect to any matter considered at such hearing or meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based. Although a

court reporter usually attends the hearing at the City's cost, the City is not required to provide a transcript of the hearing, which the Respondent may request at the Respondent's cost.

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

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

c: Terrabank, N.A., 3191 Coral Way, Miami, FL 33145-3213



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Case #: 22-4951

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

I,, DO HEREBY SWEAR/AFFIRM THAT THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE ADDRESS OF 2700 Ponce De Leon Blvd., ON November 3, 2022, 2022 AT 12:00 PM AND WAS ALSO POSTED AT CITY HALL.

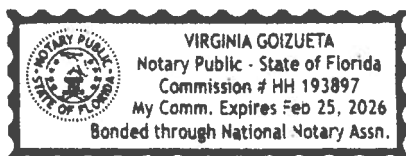
JOGE PINO
Employee's Printed Name

[Signature]
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me by means of X physical presence or online notarization, this 3 day of November, in the year 2022, by Jorge Pino who is personally known to me.

My Commission Expires:



[Signature]
Notary Public

City's Exhibit #7



2700



Prepared by and Return to:
Pablo Rodriguez, Esq.
Therrel Baisden, LLP
One Southeast Third Ave, Suite 2950
Miami, FL 33131

Tax Folio #03-4117-005-4140

(above space reserved for recording information)

WARRANTY DEED

THIS WARRANTY DEED made the 15 day of November, 2017, by **MRD LEON, LLC**, a Florida limited liability company, whose post office address is c/o Therrel Baisden, LLP, One S.E. 3rd Ave., Suite 2950, Miami, FL 33131 (hereinafter referred to as the “**Grantor**”), to **MMSDDR PONCE, LLC**, a Florida limited liability company, whose post office address is c/o Therrel Baisden, LLP, One S.E. 3rd Ave., Suite 2950, Miami, FL 33131 (hereinafter collectively referred to as the “**Grantee**”).

(Wherever 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.)

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

Lots 20 and 21, in Block 15 of Coral Gables Crafts Section (also known as Craft Section of Coral Gables) according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida.

SUBJECT TO:

1. Taxes for the year 2017 and years subsequent thereto;
2. Zoning ordinances of Miami-Dade County, Florida; and
3. Conditions, restrictions, easements and limitations of record, if any, without reimposing same.

TOGETHER WITH all of 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 December 31, 2017.

City's Exhibit #9

THIS conveyance is not subject to Florida documentary stamp tax because the transfer has been made in accordance with the Florida Supreme Court decision of *Crescent Miami Center, LLC v. Florida Department of Revenue* (Case No. SC03-2063 may 19, 2005).

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

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

**MRD Leon, LLC, a Florida limited
liability company**

Maria Cavanzo
Printed Name: Maria Cavanzo

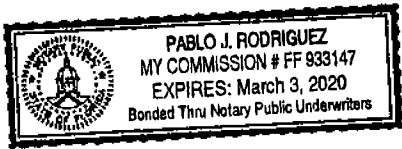
Stephanie Mazola
Printed Name: Stephanie Mazola

By: [Signature]
Ernesto Monteverde, Manager

Address: c/o Therrel Baisden, LLP
One S.E. 3rd Ave., Suite 2950
Miami, FL 33131

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

The foregoing instrument was sworn to and acknowledged before me this 15 day of November, 2017 by **Ernesto Monteverde, as Manager of MRD Leon, LLC, a Florida limited liability company**, who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public
State of Florida at Large

Printed Notary Signature

My commission expires:



CFN 2003R0389175
 DR Bk 21332 Pgs 2219 - 2227; (9pgs)
 RECORDED 06/16/2003 09:24:12
 MTG DOC TAX 3,185.00
 INTANG TAX 1,820.00
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

MORTGAGE AND SECURITY AGREEMENT

Executed this ____ day of June, 2003, by **Julio C. Marrero and Kathleen Marrero, his wife, of 2903 Salzedo St., Coral Gables, FL**, **Gilberto Galceran and Maritza Galceran, his wife, of 623 Stallion Ct Winter Springs, FL**, **Jorge Galceran and Christine Galceran, his wife, of 4117 Riviera Dr., Coral Gables, FL**, and **Tara Abbate, a married woman, of 30708**, hereinafter referred to "Mortgagor", to **TERRABANK, N.A., a national banking association**, of 3191 Coral Way, Miami, Florida 33145, party of the second part, hereinafter called the "Bank".

WITNESSETH, that for divers good and valuable considerations, and to secure the payment of the aggregate sum of money named in that certain Promissory Note of even date herewith given by Mortgagor, Bank, the Mortgagor and do hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto the Bank, in fee simple the following described real estate, of which the Mortgagor are now seized and possessed and in actual possession, situate in the County of Miami-Dade, State of Florida, legally described as follows:

Lots 20 and 21, in Block 15, of CORAL GABLES CRAFTS SECTION (also known as CRAFTS SECTION OF CORAL GABLES), according to the Plat thereof, as recorded in Plat Book 10, at Page 40, of the Public Records of Miami-Dade County, Florida.

TOGETHER with all structures and improvements now and hereafter on said land and the fixtures attached thereto, also together with all and singular the tenements, hereditaments, easements, riparian rights and appurtenances thereto, and also all the estate, right, title, interest and all claims and demands whatsoever, as well in law as in equity, of said Mortgagor and Mortgagor in and to the same, and every part and parcel thereof, and also all gas and electric fixtures, radiators, heaters, air conditioning equipment, machinery, boilers, ranges, trash mashers, garbage disposal units, elevators and motors, bathtubs, sinks, water closets, water basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plants and ice boxes, window screens, screen doors, venetian blinds, storm shutters and awnings, which are not or may hereafter pertain to or be detachable, are and shall be deemed to be fixtures and accessions to the freehold and a part of the realty, and if the above described property is now or shall hereafter be used for commercial purposes, then the furniture and furnishing and any replacements thereof which may be owned by the Mortgagor and which are now or may hereafter be located upon the above described property.

TO HAVE AND TO HOLD the same, together with all the estate, right, title, interest, homestead, dower and right of dower, separate estate, possession, claim and demand whatsoever, in law or in equity of the said Mortgagor in and to the same, and every part thereof, unto the said Bank in fee simple.

The Mortgagor hereby covenant with the Bank that the Mortgagor are indefeasibly seized with the absolute and fee simple title to said property, and has full power and lawful authority to sell, convey, transfer and mortgage the same; that it shall be lawful at any time hereafter for the Bank to peaceably and quietly enter upon, have, hold, and enjoy said property, and every part thereof; that said land is free and discharged from all encumbrances, liens and claims of any kind, including taxes and assessments; that the Mortgagor will make such further assurances to perfect the fee simple title to said property in Mortgagor and Mortgagor as may reasonably be required; and that the Mortgagor hereby fully warrants unto the Bank the title to said property and will defend the

same against the mortgage claims and demands of all persons whomsoever,

NOW, THEREFORE, the condition of this mortgage is such that if the Mortgagor shall well and truly pay unto the Bank, all the amounts advanced under the terms of that Promissory Note of even date herewith and made by Mortgagor and payable to the Bank, in the principal amount of NINE HUNDRED TEN THOUSAND (\$910,000.00) DOLLARS AND NO/100, together with interest as therein stated, and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants contained and set forth in this mortgage and in the Promissory Note secured hereby, then this mortgage and the estate hereby created shall cease and be null and void.

And the Mortgagor does hereby covenant and agree:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of said Promissory Note and this mortgage, or either, promptly when the same become due.
2. To pay all and singular the taxes, assessments, including condominium association fees or assessments, other governmental levies, liabilities, obligations and encumbrances of every nature on said described property each and every when due and payable according to law, before they become delinquent, and, if the same shall not be promptly paid, the Bank may at any time, either before or after delinquency, pay the same without waiving or affecting the option to foreclose, or any right hereunder and every payment so made shall bear interest from the date thereof at the rate of eighteen (18%) percent per annum.
3. That the Mortgagor will keep all real and personal property now or hereafter encumbered by the lien of this mortgage insured as may be required from time to time by the Bank against loss by fire, flood, windstorm and other hazards, casualties and contingencies for such periods and for not less than such amounts as may be premiums for such insurance. Mortgagor agrees to deliver renewal or replacement policies of any nature or replacement certificates of insurance to the Bank at least ten (10) days prior to the expiration or anniversary date of the existing policies. Failure to deliver said policies to the Bank shall constitute a default under the terms of this Mortgage. The amounts of insurance required by the Bank shall be minimum amounts for which insurance shall be written and it shall be incumbent upon the Mortgagor to maintain such additional insurance as may be necessary to meet and comply fully with all co-insurance requirements contained in said policies to the end that the said Mortgagor is not a co-insurer thereunder. Insurance shall be written by a company or companies approved or designated by the Bank and all policies and renewals thereof shall be held by the Bank. All detailed designations by the Mortgagor which is accepted by the Bank and all agreements between Mortgagor and Bank relating to insurance, now existing or hereafter made, shall be in writing and shall be a part of this mortgage agreement as fully as though set forth verbatim herein and shall govern both parties hereto and their successors and assigns. No lien upon any of said policies of insurance or upon any refund or return premium which may be payable on the cancellation or termination thereof, shall be given to other than the Bank, except by the proper endorsement affixed to such policy and approved by Bank. Each policy of insurance shall have affixed thereto a Standard New York Mortgagee Clause policy payable to the Bank as its interest may appear. In the event any sum or sums of money become payable thereunder the Bank shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it, or any part thereof, without thereby waiving or impairing any equity, lien or right under and by virtue of this mortgage. In the event of loss or physical damage to the mortgaged property, the Mortgagor shall give immediate notice thereof by mail to the Bank and the Bank may make proof of loss if the same is not made promptly by the Mortgagor. In the event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. The Mortgagor further agrees to abide by the rules and existing regulations of the Bank, in connection with required insurance coverage of the property herein encumbered.

4. That, in order to protect more fully the security of this mortgage, the Mortgagor, on the specified payment date of each month until the said Promissory Note is fully paid, will pay to the Bank the following sums, if the Bank shall so demand:
- (a) An installment of the taxes and assessment levied or to be levied against the premises covered by this mortgage; and an installment of the premium or premiums that will become due and payable to renew the insurance on the premises covered hereby against loss by fire, flood and windstorm, as provided for by paragraph 3 preceding, or such other hazard as may reasonably be required by the Bank. Such installments shall be equal, respectively to one-twelfth (1/12th) of the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Bank) less all installments already paid therefor, divided by the number of months that are to elapse one month prior to the date when such premiums or premiums and taxes and assessments will become delinquent. The Bank shall hold such monthly payments in trust without interest or dividends to pay such premium or premiums, and taxes and assessments, before the same become delinquent.

Any deficiency in the amount of such aggregate monthly payments shall, unless paid by the Mortgagor prior to the due date of the next such payment, constitute an event of default under the mortgage. The Bank may collect a "late charge" not to exceed two cents for each dollar (\$1.00) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

5. That if the total of the payments made by the Mortgagor under (a) of paragraph 4 preceding shall exceed the amount of payments actually made by the Bank for taxes and assessments and insurance premiums, as the case may be, such excess shall be credited by the Bank towards subsequent payments to be made by the Mortgagor. If, however, the payments made by the Mortgagor under (a) of paragraph 4 preceding shall not have been sufficient to pay taxes and assessments and insurance premiums, as the case may be, when the same shall become due and payable, then the Bank may, at its option, immediately pay such taxes and assessments and insurance premiums, and the Mortgagor shall pay to the Bank any amount necessary to make up the deficiency, and such payment shall be due and payable within thirty (30) days after the date of mailing of notice by the Bank setting forth the amount of such deficiency. If, at any time, the Mortgagor shall tender to the Bank, in accordance with the provisions of the Promissory Note secured hereby, full payment of the entire indebtedness represented thereby, the Bank shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 4. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Bank acquires the property otherwise by default, the Bank shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 4 preceding as a credit against the amounts then remaining unpaid under said Promissory Note.
6. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the Mortgagor to keep the buildings on said property in good condition or repair and maintenance, the Bank may demand proper maintenance and the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor to comply with said demand of the Bank for a period of thirty (30) days shall constitute a breach of this mortgage, and, at the option of the Bank, immediately mature the entire principal and interest hereby secured, and entitle the Bank to immediately apply for the appointment of a receiver, as hereinafter provided; and in case of the refusal, neglect or inability of the Mortgagor to repair and maintain said property, the Bank may, at its option, make such repairs or cause the same to be made, and advance moneys in that behalf.

7. To perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants in said Promissory Note and in this mortgage set forth.
8. To comply with the subdivision restrictions and the municipal zoning ordinances applicable to the mortgaged property; not to erect or permit to be erected any new buildings on the premises herein mortgaged or to add to or permit to be added to, make or permit to be made, any structural alteration to any of the existing improvements thereon without the written consent of the Bank; and in the event of any violation or attempt to violate these stipulations, or any of them, this mortgage and all sums secured hereby shall immediately become due and payable at the option of the Bank.
9. That in case of a default in any of the terms of this mortgage and in the filing of a suit to foreclose this or any other mortgage encumbering the within described property, the Bank shall be entitled to apply at the time, without notice pending such foreclosure suit, to the court having jurisdiction thereof for the appointment of a receiver of all and singular the mortgaged property. and of all rents, incomes, profits, issues and revenues thereof, from whatsoever sources derived; and thereupon it is hereby expressly covenanted and agreed that the court shall forthwith appoint a receiver of said mortgaged property, all and singular, and of such rents, incomes, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases, and such appointment shall be made by the court as a matter of strict right to the Bank, and without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, and such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the mortgage indebtedness, costs and charges, according to the order of such court.
10. In the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Bank may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt herein secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Bank, and no extension of the time for the payment of the debt hereby secured given by the Bank shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein either in whole or in part.
11. That in the event the premises hereby mortgaged, or any part thereof, shall be condemned and taken under the power of eminent domain, the Bank shall have the right to demand that all damages awarded for the taking of or injury to said premises shall be paid to the Bank, its successors or assigns, up to the amount then unpaid on this mortgage, and may be applied to any sums last payable hereunder.
12. That time is of the essence of this contract and that no waiver of any obligation hereunder, or of the obligation secured hereby, shall at any time thereafter be held to be a waiver of the terms hereof or of the promissory note secured hereby.
13. In the event of any default on any of the terms of this mortgage, or in the promissory note secured hereby, and acceleration by the holder, or any other situation that would cause the interest paid or payable under this obligation to exceed the interest rate authorized by law, then in such event all excess interest theretofore paid shall be credited to principal and all accrued and unpaid excess interest shall abate and shall not be an obligation of the maker hereof or any other person.
14. That to the extent of the indebtedness of the Mortgagor to the Bank described herein or secured hereby, the Bank is hereby subrogated to the lien or liens and to the rights of the owner and holder thereof of each and every mortgage, lien or other encumbrance on the land described herein, which is paid and satisfied, in whole or

in part, out of the proceeds of the loan described herein or secured hereby, and the respective liens of said mortgages, liens or other encumbrances, shall be and the same and each of them hereby is preserved and shall pass to and be held by the Bank herein described or hereby secured to the same extent that it would have been preserved and been passed to and been held by the Bank had it been duly and regularly assigned, transferred, set over, and delivered unto the Bank be separate deed of assignment, notwithstanding the fact that the same any be satisfied and canceled of record, it being the intention of the parties hereto that the same will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this mortgage.

15. That if any said sums of money herein referred to be not promptly and fully paid when the same severally become due and payable, or if each and every one of the stipulations, agreements, conditions and covenants of said Promissory Note and this mortgage, or any of them, are not fully performed, complied with and abided by, the said aggregate sum unpaid under said Promissory Note and this mortgage shall become due and payable forthwith or thereafter at the option of the Bank, as fully and completely as if the said aggregate sum of money were originally stipulated to be paid on such day, anything in said Promissory Note or herein to the contrary notwithstanding.
16. That in order to accelerate the maturity of the indebtedness hereby secured, because of the failure of the Mortgagor to pay any tax, assessment, liability, obligation or encumbrance upon said property, as herein provided, it shall not be necessary or requisite that the Bank shall first pay the same.
17. If a conveyance should be made by the Mortgagor of the premises herein described, or any part hereof, and the grantee named in such conveyance fails or refuses to seek and obtain the Bank's approval of the proposed conveyances and thereafter assume the payment of the obligations evidenced by said Promissory Note and secured by this mortgage in accordance with their respective terms; as same may be modified pursuant to paragraph 25 hereof and abide by the rules and regulations of the Bank, including payment of a reasonable transfer fee, then and in that event, at the option of the Bank, all sums of money secured hereby shall immediately become forthwith due and payable.
18. That the abstract or abstracts of title covering the mortgage property shall at all times during the life of this mortgage remain in the possession of the Bank, and in event of the foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any such abstract of title shall pass to the purchaser or grantee.
19. Should the validity or lien of this mortgage, or the indebtedness secured thereby be contested by litigation or otherwise, the Mortgagor agree to pay to the Bank the cost of defending the same including a reasonable attorney's fee.
20. To pay all and singular the costs, charges and expenses, including attorney's fees reasonably incurred, or paid at any time by the Bank because of the failure of the Mortgagor to perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of said Promissory Note and this mortgage, or any of them and every such payment shall bear interest from the date at the rate of eighteen percent (18%) per annum until fully paid.
21. The Mortgagor waives any rights to a jury trial which they may have as a result of any affirmative defense or counterclaim if filed by them in any mortgage foreclosure proceedings instituted by the Bank, its nominees or assigns.
22. The Bank shall have the right at any time and from time to time and without notice to or consent of any person to: (a) release any portion of the premises from the lien of this mortgage; (b) release any person liable for payment of any indebtedness secured hereby; (c) extend the time of payment or alter the terms of payment of all or any part of the indebtedness, without affecting or releasing the personal liability

of any person liable (other than any person released pursuant hereto) for the payment of any sum or interest secured hereby and without in any wise altering, varying or diminishing the force, effect or lien of this mortgage on all the premises not specifically released from the lien of this mortgage by the Bank.

23. Any agreement hereafter made by the Mortgagor and Bank pursuant to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.
24. The Mortgagor hereby covenants and agrees that this mortgage secures the payment of a Promissory Note of even date herewith in the principal sum of NINE HUNDRED TEN THOUSAND AND 00/100 (\$910,000.00) DOLLARS executed by Mortgagor and such future or additional advances as may be made by the Bank at its sole option to the Mortgagor or his successor in title for any purpose, provided that all such advances are made within twenty (20) years from the date of this mortgage or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of optional future or additional advances as against the right of creditors or subsequent purchasers for valuable consideration. The total amount of indebtedness secured by this mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed TWO MILLION (\$2,000,000.00) DOLLARS AND NO/100 plus interest and any disbursements made for payment of taxes, levies or insurance on the property covered by the lien of this mortgage with interest on such disbursements.
25. Should Mortgagor, or any other person acquiring title to the real estate encumbered hereby, transfer said title, or should same be transferred by operation of law, then at the time of any such transfer or transfers the Bank, at its option and in its sole discretion, shall have the right to increase the rate of interest prescribed in said Promissory Note to the rate which the Bank shall then be charging on new mortgage loans to borrowers of similar financial conditions to transferees secured by real estate similar to that encumbered hereby. Any such increase in interest rate shall be effective as of the first day of the month next following the date of any such transfer of title. Such increased rate shall be binding upon the successor in title, upon all subsequent transferees and upon Mortgagor. The Bank shall have the right to effect such rate increases upon each such transfer of title and waiver of this right in any one instance shall not constitute a waiver of such right in any other or subsequent instance. Nothing contained herein shall be construed to reduce the interest rate, either below the original rate prescribed in said Promissory Note or below any increased rate.
26. To comply with any and all environmental laws and regulations and further covenants and agrees as follows:
 - (a) Hazardous Waste. "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law ordinance, code, rule, regulation, order or degree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.
 - (b) Representations and Warranties. Mortgagor specifically represents and warrants that the use and operation of the Property comply with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the Property, and there are not now nor shall be at any time any releases or discharges from the Property.

(c) Indemnification. Mortgagor hereby agrees to indemnify Bank and hold Bank harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including attorneys' fees for attorneys of Bank's choice, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Bank by any person or entity or governmental agency for, with respect to, as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Waste (including without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including attorney's fees for attorneys of Bank's choice, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local "Superfund" or "Superlien" laws, and any and all other statutes, laws, ordinances, codes, rules, regulations, orders or decrees regulating with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any hazardous waste), regardless of whether within Mortgagor's control.

The aforesaid indemnification and hold harmless agreement shall benefit Bank from the date hereof and shall continue notwithstanding payment, release or discharge of this Mortgage or the Indebtedness and, without limiting the generality of the foregoing such obligations shall continue for the benefit of the Bank and any subsidiary of Bank during and following any possession of the Property thereby or any ownership of the Property thereby, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.

(d) Notice of Environmental Complaint. If the Mortgagor shall receive any notice of: (i) the happening of any material event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous Waste on the Land or in connection with Mortgagor's operations thereon; or (ii) any complaint, order, citation or material notice with regard to air emission, water discharges or any other environmental, health or safety matter affecting Mortgagor (an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Bank orally and in writing of said notice.

(e) Bank's Reserved Rights. In the event of receipt of an Environmental Complaint, Bank shall have the right, but not the obligation (and without limitation of Bank's rights under this Mortgage) to enter onto the Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint following receipt of any notice from any person or entity having jurisdiction asserting the existence of any Hazardous Waste or an Environmental Complaint pertaining to the Property or any part thereof which, if true, could result in an order, suit or other action against Mortgagor and/or which, in Bank's sole opinion, could jeopardize its security under this Mortgage. All reasonable costs and expenses incurred by Bank in the exercise of any rights shall be secured by this mortgage and shall be payable by Mortgagor upon demand.

(f) Environmental Audits. If Bank shall have reason to believe that Hazardous Waste has been discharged on the Property, Bank shall have the right, in its sole discretion, to require Mortgagor to perform periodically to Bank's satisfaction (but not more frequent than annually unless an environmental Complaint shall be then outstanding), at Mortgagor's expense, an environmental audit and, if deemed necessary by Bank, an environmental risk assessment of: (a) the Property; (b) hazardous waste management practices and/or (c) Hazardous Waste disposal sites used by Mortgagor. Said audit and/or risk assessment must be by an environmental audit or risk assessment within thirty (30) days after Bank's request, Bank shall have the right to retain an environmental consultant to perform such environmental audit or risk assessment. All costs and expenses incurred by Bank in the exercise of such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand.

(g) Breach. Any breach of any warranty, representation or agreement in this

Section shall be an Event of Default and shall entitle Bank to exercise any and all remedies provided in this instrument, or otherwise permitted by law.

27. Not to further encumber the real property without the prior written consent of the Bank.
28. That the term Mortgagor may mean more than one person where the context so implies.

IN WITNESS WHEREOF, the said Mortgagor has hereunder set its hand and seal at Dade County, Florida, the day and year first above written.

Signed, sealed and Delivered
in the presence of:

Witnesses:

Printed Name: J. Arias

as to Julio C. Marrero & Kathleen Marrero, Jorge & Christine Galceran & Tara Abbate

Printed Name: ADRIAN L. GARCIA

as to Julio C. & Kathleen Marrero, Jorge Galceran & Christine Galceran & Tara Abbate

Printed Name: JUDY A. RIVERA

as to Gilbert & Maritza Galceran

Printed Name: Sherry Anderson

as to Gilbert & Maritza Galceran

Printed Name: _____

Julio C. Marrero

Kathleen Marrero

Gilberto Galceran

Maritza Galceran

Jorge Galceran

Christine Galceran

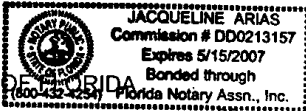
Tara Abbate

STATE OF FLORIDA

SS

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 9 day of June, 2003 by Julio C. Marrero and Kathleen Marrero. They produced Florida Drivers License, as identification and did not take an oath.



STATE OF FLORIDA

COUNTY OF Orange

J. Arias
Notary Public, State of Florida

The foregoing instrument was acknowledged before me this 6th day of June, 2003 by Gilberto Galceran and Maritza Galceran. They produced FLORIDA DRIVERS LICENSES, as identification and did X take an oath.



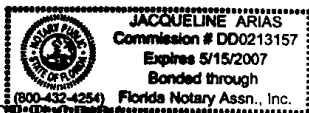
Judy A. Rivera
Notary Public, State of Florida

STATE OF FLORIDA

SS

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 9 day of June, 2003 by Jorge Galceran and Christine Galceran. They produced Florida Drivers license, as identification and did take an oath.



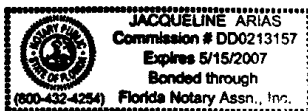
J. Arias
Notary Public, State of Florida

STATE OF FLORIDA

SS

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 9 day of June, 2003 by Tara Abbate. She produced Florida Drivers license, as identification and did take an oath.



J. Arias
Notary Public, State of Florida

My Commission Expires:

This Document Prepared By:
Adelaida Fernandez-Fraga
Arazoza & Fernandez-Fraga, P.A.
2100 Salzedo Street Suite 300
Coral Gables, FL 33134

<  BankFind Suite Home

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Terrabank, National Association



Institution Details

Data as of 09/26/2022



FDIC Insured
Since 11/21/1985

FDIC Cert #
26442

Established
11/21/1985

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

Primary Federal Regulator
Comptroller of the Currency

Main Office Address

3191 Coral Way
Null
Miami, FL 33145

Primary Website
www.terrabank.com

Locations

4 domestic locations: 1 state and 0
territories.
0 in foreign locations.

Financial Information

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Consumer Assistance

HelpWithMyBank.gov

Contact the FDIC

[Terrabank, National Association](#)

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1



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Address

3191

33082	Main Office	Terrabank, National Association	Coral Way Null Miami, FL 33145	Miami	Miami-Dade	FL	Full Service Brick And Mortar
259433	2	University Center Branch	1615 S.W. 107th Avenue Miami, FL 33165	Miami	Miami-Dade	FL	Full Service Brick And Mortar
259434	3	Hialeah Branch	637 W 49 Th Street Hialeah, FL 33012	Hialeah	Miami-Dade	FL	Full Service Brick And Mortar
647528	4	Terrabank Na Branch	1533 Sunset Drive Coral Gables, FL 33143	Coral Gables	Miami-Dade	FL	Full Service Brick And Mortar