



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 03/04/2024

PROPERTY INFORMATION	
Folio	03-4117-005-8040
Property Address	3127 PONCE DE LEON BLVD CORAL GABLES, FL 33134-6816
Owner	SANDIAZ INVESTMENT INC
Mailing Address	3127 PONCE DE LEON BLVD CORAL GABLES, FL 33134-6816
Primary Zone	5003 MIXED-USE
Primary Land Use	1813 OFFICE BUILDING - MULTISTORY : OFFICE BUILDING
Beds / Baths /Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	4,780 Sq.Ft
Living Area	4,780 Sq.Ft
Adjusted Area	4,252 Sq.Ft
Lot Size	3,335 Sq.Ft
Year Built	1963

ASSESSMENT INFORMATION			
Year	2023	2022	2021
Land Value	\$1,584,125	\$1,417,375	\$1,417,375
Building Value	\$268,643	\$425,400	\$425,400
Extra Feature Value	\$13,784	\$0	\$0
Market Value	\$1,866,552	\$1,842,775	\$1,842,775
Assessed Value	\$1,866,552	\$1,842,775	\$1,842,775

BENEFITS INFORMATION				
Benefit	Type	2023	2022	2021
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

SHORT LEGAL DESCRIPTION	
CORAL GABLES CRAFTS SEC	
PB 10-40	
LOT 30 BLK 33	
LOT SIZE 29.000 X 115	
OR 20201-3577 0202 1	



TAXABLE VALUE INFORMATION			
Year	2023	2022	2021
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,866,552	\$1,842,775	\$1,842,775
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,866,552	\$1,842,775	\$1,842,775
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,866,552	\$1,842,775	\$1,842,775
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,866,552	\$1,842,775	\$1,842,775

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
02/01/2002	\$840,000	20201-3577	Sales which are qualified
11/01/2001	\$740,000	20040-4734	Sales which are qualified
05/01/2001	\$0	19655-2638	Sales which are disqualified as a result of examination of the deed

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>

City's Exhibit #1

3127 Ponce de Leon Blvd

<u>Owner (Deed , PA and all Sunbiz addresses)</u> Sandiaz Investment, Inc. c/o Richard J. Diaz Registered Agent 3127 Ponce de Leon Blvd Coral Gables, FL 33134-6816	<u>Mortgagee</u> Jack W. Jeselma and Elwyn B. Ballard, co-Trustees of the Jack Jeselma Trust and written Trust Agreement dated April 23, 2007 29 Jolly Roger Dr Key Largo, FL 33037
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City's Exhibit #2

CODE CASES (2)		INSPECTIONS (2)		PERMITS (1)				
Permit Number	Permit Type	Permit Work Cl...	Permit Status	Application Date ↓	Expiration Date	Final Date	Description	Main Address
RECT-23-05-0168	Building Recertification	Recertification	Denied	05/31/2023			BUILDING RECERTIFICATION (YEAR BUILT 1963)	3127 PONCE DE LEON BLVD

City's Exhibit #3



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[Business Services](#)
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Permits and Inspections: Search Results

[Logon](#)
[Help](#)
[Contact](#)

[New Permit Search](#)

Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
CE-21-04-7186	04/09/2021	3127 PONCE DE LEON BLVD	CODE ENF BOARD/MITIGATION	CB Case Admin Fee - GovQA CE290304 paid by Richard J Diaz PA	final	04/14/2021	04/14/2021	0.00
ME-21-03-8684	03/26/2021	3127 PONCE DE LEON BLVD	MECH CHANGE OF CONTRACTOR	CHANGE OF CONTRACTOR FROM ME15044800 *CHANGEOUT OF A 5 TON A/C UNIT \$2,500	final	04/09/2021	05/07/2021	0.00
EX-21-03-8207	03/16/2021	3127 PONCE DE LEON BLVD	PERMIT EXTENSION & RENEWAL	CHANGEOUT OF A 5 TON A/C UNIT \$2,500	canceled		03/16/2021	0.00
EX-17-10-2098	10/24/2017	3127 PONCE DE LEON BLVD	PERMIT EXTENSION & RENEWAL	**PERMIT EXTENSION FOR ME-15-04-1800** CHANGE OUT OF A 5 TON A/C UNIT \$2,500	final	10/24/2017	10/24/2017	0.00
UP-16-08-6851	08/24/2016	3127 PONCE DE LEON BLVD	UPFRONT FEE - THIS IS NOT A PERMIT	UPFRONT FEE BL-16-08-6850 ROOF REPAIR LOW SLOPE \$2,930	final	09/01/2016	09/01/2016	0.00
BL-16-08-6850	08/24/2016	3127 PONCE DE LEON BLVD	ROOF / LIGHT WEIGHT CONC	ROOF RECOVER LOW SLOPE- POLYGLASS USA ROOF SYSTEM W/ ELASTROFLEX SAP TOPSHEET \$2,930	final	09/01/2016	09/22/2016	0.00
CE-15-08-5066	08/21/2015	3127 PONCE DE LEON BLVD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	08/31/2015	08/31/2015	0.00
ME-15-04-4800	04/16/2015	3127 PONCE DE LEON BLVD	MECH COMMERCIAL / RESIDENTIAL WORK	CHANGE OF CONTRACTOR TO ME21038684 *CHANGEOUT OF A 5 TON A/C UNIT \$2,500	canceled	04/17/2015	03/26/2021	0.00
BL-15-01-1178	01/27/2015	3127 PONCE DE LEON BLVD	DOOR/GARAGE DOOR/SHUTTER/WINDOW	DF & FINE EXTERIOR DOOR REPLACEMENT @ STORAGE AREA \$800	final	02/06/2015	04/16/2015	0.00
AB-15-01-1000	01/23/2015	3127 PONCE DE LEON BLVD	BOA COMPLETE (LESS THAN \$75,000)	**COM** REPLACEMENT OF DOOR \$800	final	01/23/2015	04/16/2015	0.00
RC-13-03-1069	03/15/2013	3127 PONCE	BLDG RECERT / CRB	BUILDING RECERTIFICATION	final		03/15/2013	0.00

CE-12-05-9408	05/31/2012	3127	DE LEON BLVD	CODE ENF WARNING PROCESS	WT17152 34-21	final	05/31/2012	05/31/2012	0.00
		PONCE	DE LEON BLVD		CC (SWA)				
					GRASS/WEEDS				
					ARE OVERGROWN				
					ON SWALE.				
					NEEDS TO BE				
					CUT, EDGED AND				
					TRIM WHERE				
					NECESSARY.				

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

RC 13-03-1069.
03/15/2013.



The City of Coral Gables

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

March 18, 2013

Sandiaz Investment, Inc.
3127 Ponce de Leon Blvd.
Coral Gables, FL 33134-6816

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

PROPERTY FOLIO: # 03-4117-005-8040
ADDRESS: 3127 Ponce de Leon Blvd., Coral Gables, FL

Dear Property Owner/Manager:

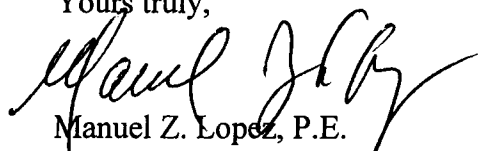
This Office is in receipt of your structural and electrical report stating that the above referenced building has been examined and found to be structurally and electrically safe for its continued occupancy.

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

The expiration date of this approval, as stated in said Code, is 10 years from 2013. This recertification letter does not exclude the building from subsequent inspections as deemed necessary by the Building Official, as specified in the Florida Building Code.

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

Yours truly,


Manuel Z. Lopez, P.E.
Building Official

City's Exhibit #4



CITY OF CORAL GABLES
Development Services Department

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FL 33134

1/30/2023

VIA CERTIFIED MAIL

SANDIAZ INVESTMENT INC
3127 PONCE DE LEON BLVD
CORAL GABLES, FL 33134-6816

7021 1970 0000 4015 6490

RE: 3127 PONCE DE LEON BLVD
FOLIO # 03-4117-005-8040

Notice of Required Inspection For Recertification of Building
Process Number: **TBD**

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is thirty (30) years old, or older, having been built in 1963. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a qualified individual must inspect said building and a **completed** Recertification Report ("Report") must be submitted by you to this Department within **ninety (90) calendar days** from the **date of this letter**. A completed Report includes 1) Cover letters stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form 5) Parking Lot Guardrails Requirements Form, and 6) (For threshold buildings only) Self-qualification letters from the inspecting engineers with accompanying DBPR proof of specialization. Submittal of the Report does not constitute recertification; it must be **approved** and the Letter of Recertification must be issued by this Department.

Threshold buildings (i.e. buildings greater than 3 stories or greater than 50 ft tall, or with an Assembly Occupancy > 5000 s.f. & Occupant load > 500 people) shall be recertified by Structural and Electrical Professional Engineers only. Self-qualification letters will be required with proof of DBPR structural and electrical specialization.

Any buildings that are not threshold buildings may be recertified by any Florida Registered Architect or Professional Engineer and self-qualification letters will not be required.

If no deficiencies are identified, the structure will only be recertified once the reports and forms have been submitted and approved.

If deficiencies are identified, they shall be reported to the Building Official within 10 days, or within 24 hours if there is an immediate danger identified. A completed report shall be submitted to this Department. In addition, a structural and/or electrical affidavit from the inspector will be required, with additional affidavits every 180 days, as needed so that the building can continue to be occupied while repairs are carried out. The Building Official is able to grant an extension of one hundred fifty (150) calendar days from the due date or the date the deficiencies were identified (whichever is sooner) to allow time to obtain the necessary permits and perform the repairs. The structure will only be recertified once a *revised* report and all required information is submitted and approved, and all required permits are closed.

Proprietary or modified recertification forms from the inspectors will not be accepted. Only current municipal recertification forms will be accepted. The Architect or Engineer shall obtain the required Forms from the following link:

<https://www.miamidade.gov/global/economy/building/recertification.page>.

City's Exhibit #5

If this is your first time using the online system, please register at the following link:

<https://coralgablesfl-energovpub.tylerhost.net/Apps/selfservice/CoralGablesFLProd#/register>

You can access your online process using the process number provided above at the following link:

<https://coralgablesfl-energovpub.tylerhost.net/Apps/SelfService#/myWork?tab=MyPermits>

The Recertification Report fee of \$500.00 and additional document and filing fees shall be paid online at the following link:

<https://coralgablesfl-energovpub.tylerhost.net/Apps/SelfService#/payinvoice>

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

Please contact Douglas Ramirez at dramirez@coralgables.com regarding any questions concerning building recertification.

Thank you for your prompt attention to this matter.



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



CITY OF CORAL GABLES
Development Services Department

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FL 33134

4/30/2023

VIA CERTIFIED MAIL

SANDIAZ INVESTMENT INC
3127 PONCE DE LEON BLVD
CORAL GABLES, FL. 33134-6816

7022 2410 0002 9151 5977

RE: 3127 PONCE DE LEON BLVD
FOLIO # 341170058040

Notice of Required Inspection For Recertification of Building – **OVERDUE NOTICE**
Process Number **RECT-xx-xxxx**

Dear Property Owner:

In a certified letter dated 1/30/2023, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). The letter informed you it was necessary to submit to this Department a completed Report prepared by a qualified individual within ninety (90) calendar days certifying the structure meets the requirements for recertification.

Please be advised the submittal of the Report is overdue and the **structure has been deemed unsafe** due to non-compliance. This may result in the revocation of the Certificate of Occupancy, as well as being subject to other penalties as provided in the Code. A completed Report includes 1) Cover letters stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form 5) Parking Lot Guardrails Requirements Form, and 6) (For threshold buildings only) Self-qualification letters from the inspecting engineers with accompanying DBPR proof of specialization. Submittal of the Report does not constitute recertification; it must be **approved** and the Letter of Recertification must be issued by this Department.

See original notice for additional information.

Failure to submit the completed Report within thirty (30) calendar days from the date of this letter will result in forwarding the matter to the City's Construction Regulation Board for further review and determination. A \$600.00 administrative fee will be imposed at that time. The Board may impose additional fines of \$250.00 for each day the violation continues, may enter an order of demolition, and may assess all costs of the proceedings along with the cost of demolition and any other required action.

If this is your first time using the online system, please register at the following link:

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The Recertification Report fee of \$500.00 and additional document and filing fees shall be paid online at the following link:

<https://coralgablesfl-energovpub.tylerhost.net/Apps/SelfService#/payinvoice>

Please govern yourself accordingly.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Manuel Z. Lopez', with a stylized flourish at the end.

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

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 24-7100
RECT-23-05-0168

vs.

Return receipt number:

Sandiaz Investment, Inc.
c/o Richard J. Diaz
Registered Agent
3127 Ponce de Leon Blvd
Coral Gables, FL 33134-6816
Respondent.

7022 2410 0002 9144 5649

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

Date: February 26, 2024

Re: 3127 PONCE DE LEON BLVD., CORAL GABLES, FL. 33134-6816, LOT 30, BLOCK 33,
CORAL GABLES CREAFITS SEC., PB 10-40, and 03-4117-005-8040 ("Property").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-89 10 (m) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code.

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the City Commission Chambers, 405 Biltmore Way, 2nd floor, Coral Gables, Florida 33134, on March 11, 2024, 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, Virginia Goizueta, at City of Coral Gables, Development Services Department, 427 Biltmore Way, 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

City's Exhibit #6

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

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

Please govern yourself accordingly.


Virginia Goizueta
Secretary to the Board

ADA NOTICES

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

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 Human Resources (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.

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.

7022 2410 0002 9144 5656

c: Jack W. Jeselma and Elwyn B. Ballard, co-Trustees of the Jack Jeselma Trust and written Trust
• Agreement dated April 23, 2007, 29 Jolly Roger Dr., Key Largo, FL 33037



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Title of Document Posted: Notice of Pending Building Recertification

I, Sebastian Ramos, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 3127 Ponce De Leon Blvd., ON February 26, 2024 AT 1:02 pm.

Sebastian Ramos

Employee's Printed Name

Sebastian Ramos

Employee's Signature

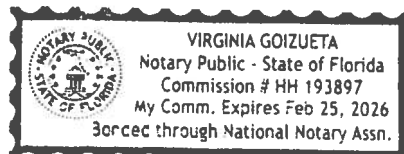
STATE OF FLORIDA)

ss.

COUNTY OF MIAMI-DADE)

Sworn to (or affirmed), and subscribed before me this 26 day of February, in the year 2024, by
Sebastian Ramos who is personally known to me.

My Commission Expires:



Virginia Goizueta
Notary Public

City's Exhibit #7



City's Exhibit #8



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

CITY OF CORAL GABLES,
Petitioner,

Case No. 24-7100
RECT-23-05-0168

vs.

Return receipt number:

Sandiaz Investment, Inc.
c/o Richard J. Diaz
Registered Agent
3127 Ponce de Leon Blvd
Coral Gables, FL 33134-6816
Respondent.

7022 2410 0002 9144 5649

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If the Required Action is not completed before the above hearing date, the Building Official may order that

20201PG3577

Prepared by and return to:
JANNETTE ORIHUELA
 Paralegal
VILA & PADRON, P.A.
2100 SALZEDO STREET SUITE 300
Miami, FL 33131
305-461-4888
 File Number: **RE02-19**
 Will Call No.:

02R088378 2002 FEB 13 09:55

 CCUSTPDEE 5,040.00 SURTX 3,780.00
 HARVEY RUVIN, CLERK DADE COUNTY, FL

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 11th day of February, 2002 between GMD, LLC, a Florida limited liability company whose post office address is 2906 Douglas Road, Suite 201, Miami, FL 33134, grantor, and SANDIAZ INVESTMENT, INC., a Florida corporation whose post office address is 2701 SW 3rd Avenue, Miami, FL 33129, grantee:

(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 30, Block 33, of CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 03-4117-005-8040

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 **December 31, 2001**.


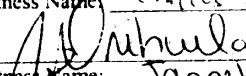
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTime

 10-32
 City's Exhibit #9

20201PG3578

Signed, sealed and delivered in our presence:


 Witness Name: Jannette Orihuela

 Witness Name: Jannette Orihuela

GMD, LLC
a Florida limited liability company

By: 
HARVEY HERNANDEZ
Sole Managing Member

(Corporate Seal)

State of Florida
County of Miami-Dade

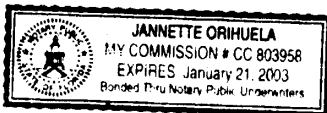
The foregoing instrument was acknowledged before me this 11th day of February, 2002 by HARVEY HERNANDEZ, Sole Managing Member of GMD, LLC, a Florida limited liability company, on behalf of the corporation. He/she [] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____



RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VARIATION
HARVEY RUVIN
CLERK CIRCUIT COURT

THIS INSTRUMENT PREPARED BY:

**James S. Lupino
Hershoff, Lupino & Yagel, LLP
90130 Old Highway
Tavernier, FL 33070**

THIS IS A BALLOON MORTGAGE
AND THE FINAL PAYMENT OF THE
BALANCE DUE UPON MATURITY IS
\$1,007,083.33, TOGETHER WITH
ACCRUED INTEREST, IF ANY, AND
ALL ADVANCEMENTS MADE BY
THE MORTGAGEE UNDER THE
TERMS OF THE MORTGAGE

MORTGAGE DEED AND SECURITY AGREEMENT

THIS MORTGAGE DEED (the Mortgage), dated as of October 31, 2018, by and between Sandiaz Investment, Inc., a Florida corporation, (hereinafter called Mortgagor) and Jack W. Jelsema and Elwyn B. Ballard, Co-Trustees of the Jack Jelsema Trust under written Trust Agreement dated April 23, 2007, whose address is 29 Jolly Roger Drive, Key Largo, FL 33037, (hereinafter called Mortgagee);

WITNESSETH, that in consideration of the premises and in order to secure the payment of both the principal of, and interest and any other sums payable on the note (as hereinafter defined) or this Mortgage and the performance and observance of all of the provisions hereof and of said note, mortgagor hereby grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto Mortgagee, all of Mortgagor's estate, right, title and interest in, to and under all that certain real property situate in Miami-Dade County, Florida, more particularly described as follows:

Lot 30, Block 33, of CORAL GABLES CRAFT SECTION, according to the Plat thereof, recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida.

Folio No. 03-4117-005-8040

THIS MORTGAGE IS NOT ASSUMABLE WITHOUT THE EXPRESS WRITTEN CONSENT FROM THE MORTGAGEE WHICH MAY BE WITHHELD FOR ANY REASON.

THE PROMISSORY NOTE FOR WHICH THIS MORTGAGE IS GIVEN AS COLLATERAL MAY NOT BE PREPAID WITHOUT PENALTY.

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, and profits accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal

property hereinafter referred to collectively as the Mortgaged Property). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions thereof and all the estate, right, title, interest, homestead, dower and right of dower, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor and unto the same, and every part thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcel thereof unto Mortgagee.

Mortgagor warrants that Mortgagor has a good and marketable title to an indefeasible fee estate in the real property comprising the Mortgaged Property subject to no lien, charge or encumbrance except such as Mortgagee has agreed to accept in writing and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.

Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the priority of the lien of this mortgage or to facilitate the performance of the terms hereof.

PROVIDED, HOWEVER, that if Mortgagor shall pay to Mortgagee the indebtedness in the principal sum of \$1,000,000.00 as evidenced by that certain promissory note (the Note), dated as of October 31, 2018, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, or any renewal or replacement of such Note, executed by Mortgagor and payable to order of Mortgagee, with interest and upon the terms as provided therein, and together with all other sums advanced by Mortgagee to or on behalf of Mortgagor pursuant to the Note or this Mortgage, by the final maturity date of the Note and this Mortgage as specified in the Note, or as otherwise required, and shall perform all other covenants and conditions of the Note, all of the terms of which Note are incorporated herein by reference as though set forth fully herein, and of any renewal, extension or modification, thereof and of this Mortgage, then this Mortgage and the estate hereby created shall cease and terminate.

Mortgagor further covenants and agrees with Mortgagee as follows:

1. To pay all sums, including interest secured hereby when due, as provided for in the Note and any renewal, extension or modification thereof and in this Mortgage, all such sums to be payable in lawful money of the United States of America at Mortgagee's aforesaid principal office, or at such other place as Mortgagee may designate in writing.
2. To pay when due, and without requiring any notice from Mortgagee, all taxes, assessments of any type or nature and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce receipts therefore upon demand. To immediately pay and discharge any claim, lien or encumbrance against the Mortgaged Property which may be or become superior to this Mortgage and to permit no default or delinquency on any other lien, encumbrance or charge against the Mortgaged Property.
3. If required by Mortgagee, to also make monthly deposits with Mortgagee, together with and in addition to interest and principal, of a sum equal to one-twelfth of the yearly taxes and other assessments which may be levied against the Mortgaged Property, and (if so required) one-twelfth of the

yearly premiums for insurance thereon. The amount of such taxes, assessments and insurance premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by mortgagee to pay such taxes, assessments and premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Mortgagor to Mortgagee on demand. If, by reason of any default by Mortgagor under any provision of this Mortgage, Mortgagee declares all sums secured hereby to be due and payable, Mortgagee may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided shall not be affected except insofar as those obligations have been met by compliance with this paragraph. Mortgagee may from time to time at its option waive, and after any such waiver reinstate, any or all provisions hereof requiring such deposits, by notice to Mortgagor in writing. While any such waiver is in effect, Mortgagor shall pay taxes, assessments and insurance premiums when due as herein elsewhere provided.

4. To promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation hereafter passed, against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage, provided, however, that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Florida and provided further that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by this Mortgage shall thereupon become immediately due and payable at the option of the Mortgagee.

5. To keep the Mortgaged Property insured against loss or damage by **fire, windstorm and flood** and all perils insured against by an extended coverage endorsement, and such other risks and perils as Mortgagee in its discretion may require. The policy or policies of such insurance shall be in the form in general use from time to time in the locality in which the Mortgaged Property is situated, shall be in such amount equal to the highest insurable value, shall be issued by a company or companies approved by Mortgagee, shall specifically identify the mortgagee, and shall contain a standard Mortgagee clause with any and all losses payable to Mortgagee. Whenever required by Mortgagee, such policies, shall be delivered immediately to and held by Mortgagee. Any and all amounts received by Mortgagee under any of such policies may be applied by Mortgagee on the indebtedness secured hereby in such manner as Mortgagee may, in its sole discretion, elect or, at the opinion of Mortgagee, the entire amount so received or any part thereof may be released. Neither the application nor the releaser of any such amounts shall cure or waive any default. Upon exercise of the power of sale given in this Mortgage or other acquisition of the Mortgaged Property or any part thereof by Mortgagee, such policies shall become the absolute property of Mortgagee.

6. To first obtain the written consent of Mortgagee, such consent to be granted or withheld at the sole discretion of the Mortgagee, before (a) removing or demolishing any building now or hereafter erected on the premises, (b) altering the arrangement, design or structural character thereof, (c) making any repairs which involve the removal of structural parts or the exposure of the interior of such building to the elements, (d) cutting or removing or permitting the cutting and removal of any trees or timber on the Mortgaged Property, (e) removing or exchanging any tangible personal property which is part of the Mortgaged Property, or (f) entering into or modifying any leases of the Mortgaged Property.

7. To maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any waste thereof, or allow any hazardous waste or contaminated materials to damage the property, and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.

9. If Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or when due, any tax or assessment or insurance premium, or to keep the Mortgage Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including, but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money, including all costs, reasonable attorneys' fees and other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise.

10. Mortgagor will pay Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee to protect the security hereof pursuant to this Mortgage, including all costs, reasonable attorneys' fees and other items of expense, together with interest on each such advancement at the highest lawful rate of interest per annum allowed by the laws of the State of Florida, and all such sums and interest thereon shall be secured hereby.

11. All sums of money secured hereby shall be payable without any relief whatever from any valuation or appraisal laws.

12. To further secure payment of the indebtedness of the Mortgagor to the Mortgagee, the Mortgagor does hereby sell, assign, transfer and set over unto the Mortgagee all of the rents, issues and profits of the Property, which assignment shall remain in full force and effect so long as any default continues to exist in the making of any of the payments or the performances of any of the covenants of this Mortgage or the Note secured hereby. The Mortgagee shall have the right to enter upon the premises and collect rents, issues and profits directly from persons in possession but shall defer exercise of this right for so long as no default exists under the Note or this Mortgage.

13. If default be made in payment of any installment of principal or interest of the Note or any part thereof when due, or in payment, when due, of any other sum secured hereby, or in performance of any of Mortgagor's obligations, covenants or agreements hereunder, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand which are hereby expressly waived, in which event Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida and Mortgagor shall pay all costs, charges and expenses thereof, including a reasonable attorneys' fee, including all such costs, expenses and attorneys' fees, for any retrial, rehearing or appeals. The indebtedness secured hereby shall bear interest at the highest lawful rate of interest per annum allowed by the laws of the State of Florida from and after the date of any such default of Mortgagor. If the Note provides for installment payments, the Mortgagee may, at its option, collect a late charge as may be provided for in the Note, to reimburse the Mortgagee for expenses in collecting and servicing such installment payments.

14. If default be made in payment, when due, of any indebtedness secured hereby, or in performance of any of Mortgagor's obligations, covenants or agreement hereunder:

(a) Mortgagee is authorized at any time, without notice, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the security and to collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter; and

(b) Mortgagee shall be entitled, as a matter of strict right, without notice and ex-parte, and without regard to the value or occupancy of the security, or the solvency of Mortgagor, or the adequacy of the Mortgaged Property as security for the Note, to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents and profits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of Florida.

In either such case, Mortgagee or the receiver may also take possession of, and for these purposes use, any and all personal property which is part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues and profits received by it on the indebtedness secured hereby in such order as Mortgagee determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee.

15. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within two (2) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two times the amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance, on the Mortgaged Property, with interest on such disbursements. Any such future advances, whether obligatory or to be made at the due date of the Note or any other notes secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by the Mortgagor to Mortgagee in whatever manner this indebtedness may be evidenced or represented, until this Mortgage is satisfied of record. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.

16. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Mortgagee to exercise any option herein given to accelerate maturity of the debt hereby secured, no forbearance by Mortgagee before or after the exercise of such option and no withdrawal or abandonment of its rights to exercise such option or to accelerate the maturity of the debt hereby secured by reason of any past, present or future default on the part of Mortgagor, and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.

17. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security

not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent;

(a) Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation;

(b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, on subordinating, modifying or otherwise dealing with the lien or charge thereof.

(c) Exercise or refrain from exercising or waive any right Mortgagee may have;

(d) Accept additional security of any kind; and

(e) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.

18. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

19. Mortgagor hereby waives all right of homestead exemption, if any, in the Mortgaged Property.

20. In the event of condemnation proceedings of the Mortgaged Property, the award of compensation payable thereunder is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation so received shall, at the option of Mortgagee, either be applied to the prepayment of the Note and at the rate of interest provided therein, regardless of the rate of interest payable on the award by condemning authority, or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.

21. If Mortgagee, pursuant to a construction loan agreement or loan commitment made by Mortgagee with Mortgagor, agrees to make construction loan advances up to the principal amount of the Note, then Mortgagor hereby covenants that it will comply with all of the terms, provisions and covenants of said construction loan agreement or loan commitment, will diligently construct the improvements to be built pursuant to the terms thereof, all of the terms thereof which are incorporated herein by reference as though set forth fully herein and will permit no defaults to occur thereunder, and if a default shall occur thereunder, it shall constitute a default under this Mortgage and the Note.

22. Notwithstanding any printed provisions of this mortgage or of the promissory note for which this mortgage is given as security, upon the sale, transfer or conveyance by the Mortgagors of the encumbered property, the entire principal balance, together with accrued interest then owing, shall become due and payable without further notice. Acceptance of any installment or payment after a conveyance of the encumbered property by the Mortgagee shall not be construed as a waiver.

23. In the event any one or more of the provisions contained in this Mortgage or in the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provisions of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal, or unenforceable provision had never been

contained herein or therein. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted in the State of Florida.

24. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given effect as though following this covenant in consecutive order.

IN WITNESS WHEREOF, Mortgagors have duly executed this Mortgage as of the date first above written.

**THIS IS A BALLOON MORTGAGE
AND THE FINAL PAYMENT OF THE
BALANCE DUE UPON MATURITY IS
\$ 1,007,083.32 TOGETHER WITH
ACCRUED INTEREST, IF ANY, AND
ALL ADVANCEMENTS MADE BY
THE MORTGAGEE UNDER THE
TERMS OF THE MORTGAGE**

Print Name: Yessenia Perez

Witness as to all

Print Name: Franciska Solomon

Witness as to all

**Sandiaz Investment, Inc.
A Florida corporation**

Ana M. Santisteban, President

Richard J. Diaz, Vice President

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

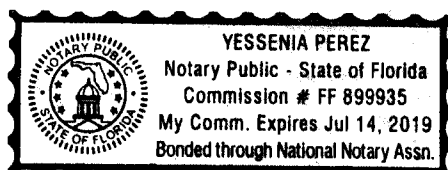
The foregoing instrument was acknowledged before me this **31th** day of **October, 2018**, by **Ana M. Santisteban, President of Sandiaz Investment, Inc., a Florida corporation and Richard J. Diaz, Vice President of Sandiaz Investment, Inc., a Florida Corporation**, who are personally known to me or have produced Drivers Licenses as identification and who did not take an oath.

Print Name: [Signature]

NOTARY PUBLIC

My Commission Expires: [Signature]

SEAL



This Document Prepared By:

Ana M. Santisteban, Esq.
Richard J. Diaz, P.A.
3127 Ponce De Leon, Blvd.
Coral Gables, Florida

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AND EXTENSION AGREEMENT is entered into and is made effective this 1st day of August, 2020, JACK W. JELSEMA and ELWYN B. BALLARD, Co-Trustees of the Jack Jelsema Trust under written Trust Agreement dated April 23, 2007, whose address is 29 Jolly Roger Drive, Key Largo, FL 33037 (the "Lender") whose address for purposes hereof is: SANDIAZ INVESTMENT, INC. (collectively the "Mortgagors")

RECITALS

A. At all times material, Mortgagors were and remain the Owners in fee simple of that certain real property situate, lying and being in Miami-Dade County, Florida, as more particularly described as follows:

Lot 30, Block 33, of CORAL GABLES CRAFT SECTION, according the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida.

B. On or about October 31, 2018, Mortgagors executed a promissory note in favor of the Lender to evidence a Loan in the principal amount of ONE MILLION and NO/100 (\$1,000,000.00) DOLLARS.

C. The Note is secured by a Mortgage executed by Mortgagors in favor of the Lender on or about October 31, 2018, which encumbers the property as a mortgage lien thereon. The Mortgage is recorded in Official Records Book 31213 Page 1198 in the Public Records in and for Miami-Dade County, Florida.

NOW, THEREFORE, for and in consideration of the premises, the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid to each of the parties hereto by the others, the receipt and adequacy of which is hereby acknowledged by each of them, the parties do hereby covenant and agree as follows:

1. The parties acknowledge and agree that the statements contained in the recitals of fact set forth above are true and correct and the Recitals by this reference are made a part of this Agreement.

2. Deferred Payments. On March 31, 2020, Lender offered to defer the monthly payments for May, June and July, 2020. The total amount deferred is \$21,249.99 ("Deferred Amount").

3. Outstanding Indebtedness. The current debt is in first position encumbering the subject property. The current stipulated outstanding balance, including the deferment amount stated in paragraph 2 herein, is \$1,021,249.99.

4. Maturity Date. The maturity date is hereby extended to December, 2021.

5. Interest Rate. The annual interest rate is hereby modified from 8.5% to 7.5% effective August, 2020. Therefore, the interest only payments shall be due in the amount of \$6,382.81 commencing August, 2020.

6. Warranty of Title and Lien Priority. Mortgagors hereby covenant and warrant to Lender that the Mortgagor is the fee simple owners of the Property described in the Mortgage and the Mortgage is a valid lien on the Property.

a. No Claims, Offsets or Defenses. The Mortgagors agree that they are indebted to Lender in the amount specified above and that they have no claims, offsets or defenses against Lender or any of Lender's predecessors in ownership of the Note and mortgage. That Mortgagor has no claims for reimbursement of any sums heretofore paid to Bank, whether by way of interest payments, or for any other matter whatsoever, including, but not limited to attorney's fees and costs of litigation, in any way arising from or growing out of the Note or any litigation. That the Mortgagor waives or relinquishes any such claims, offsets or defenses whatsoever which they may now have and that the Mortgagor release and relieve the Lender further from any claims of, liabilities or obligations whatsoever to any Mortgagor in any way arising from or growing out of the Loan Documents, the Note and/or any actions of Lender, through the date of Mortgagor's execution of this Agreement.

7. No Novation. The parties are modifying an existing obligation in order to acknowledge the extension of the maturity date and specify the price on the lot release. The parties hereto agree that this Agreement is not intended to substitute or extinguish the valid, existing obligation, nor is this Agreement intended to effect a novation of such valid, existing obligation.

8. Headings. The headings of the paragraphs contained in this Agreement are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of the parties hereto.

9. Binding Effect. This Agreement shall bind the successors and assigns of the parties hereto; it constitutes the entire understanding of the parties, and it may not be modified except in writing.

10. Execution. This Agreement shall not be effective nor shall it have any force and effect whatsoever until all of parties hereto have duly executed this Agreement.

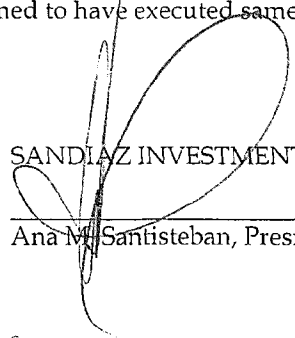
All other terms not modified herein shall remain in full force and effect.

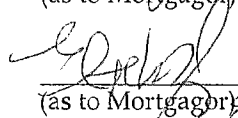
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal, and shall be deemed to have executed same, on the day and year first above written.

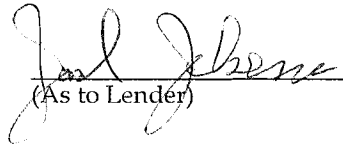
Signed, sealed and delivered
in the presence of:



(as to Mortgagor) Francesca Solomon

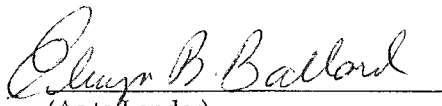
SANDIAZ INVESTMENT, INC.

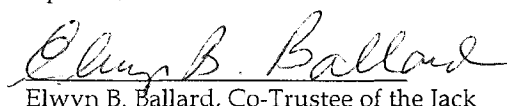

Ana M. Santisteban, President


(as to Mortgagor) Elizabeth Zaharas


(As to Lender)


Jack Jelsema, Co-Trustee of the Jack Jelsema
Trust under written Trust Agreement dated
April 23, 2007


(As to Lender)

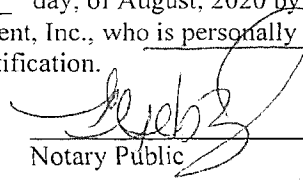

Elwyn B. Ballard, Co-Trustee of the Jack
Jelsema Trust under written Trust
Agreement dated April 23, 2007

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day, of August, 2020 by Ana M. Santisteban, President of Sandiaz Investment, Inc., who is personally known to me or who has produced driver's license as identification.

[Notary Seal]




Notary Public

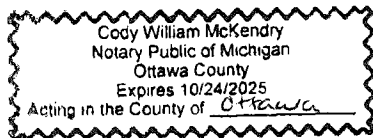

Name typed, printed or stamped

My Commission Expires: 3/5/2023

STATE OF Michigan)
COUNTY OF Ottawa)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day, of August, 2020 by Jack Jelsema and Elwyn B. Ballard, Co-Trustees of the Jack Jelsema Trust under written Trust Agreement dated April 23, 2007, who is personally known to me or who has produced driver's license as identification.

[Notary Seal]



Cody William McKendry
Notary Public

Cody William McKendry
Name typed, printed or stamped
My Commission Expires: 10-24-2025

This Document Prepared By:

Ana M. Santisteban, Esq.
Richard J. Diaz, P.A.
3127 Ponce De Leon, Blvd.
Coral Gables, Florida

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AND EXTENSION AGREEMENT is entered into and is made effective this 11 day of August, 2021, JACK W. JELSEMA and ELWYN B. BALLARD, Co-Trustees of the Jack Jelsema Trust under written Trust Agreement dated April 23, 2007, whose address is 29 Jolly Roger Drive, Key Largo, FL 33037 (the "Lender") whose address for purposes hereof is: SANDIAZ INVESTMENT, INC. (collectively the "Mortgagors")

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B. On or about October 31, 2018, Mortgagors executed a promissory note in favor of the Lender to evidence a Loan in the principal amount of ONE MILLION and NO/100 (\$1,000,000.00) DOLLARS ("Note").

C. The Note is secured by a Mortgage executed by Mortgagors in favor of the Lender on or about October 31, 2018, which encumbers the property as a mortgage lien thereon. The Mortgage is recorded in Official Records Book 31213 Page 1198 in the Public Records in and for Miami-Dade County, Florida ("Mortgage").

D. Thereafter on August 7 2020, the Mortgagors and Lender entered into a Mortgage Modification Agreement which was recorded on August 13, 2020 in the Public Records of Miami Dade County, Florida in O.R. Book 32049 Page 3356 ("2020 Modification").

NOW, THEREFORE, for and in consideration of the premises, the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid to each of the parties hereto by the others, the receipt and adequacy of which is hereby acknowledged by each of them, the parties do hereby covenant and agree as follows:

1. The parties acknowledge and agree that the statements contained in the recitals of fact set forth above are true and correct and the Recitals by this reference are made a part of this Agreement.

2. Outstanding Indebtedness. The current debt is in first position encumbering the subject property. The current stipulated outstanding balance is \$1,021,249.99.

31, 2022. 4. Maturity Date. The maturity date is hereby extended to December

5. Other Modified Terms. All other terms and conditions of the Note and Mortgage, as modified under the 2020 Modification, not otherwise changed herein shall remain in full force and effect.

6. Warranty of Title and Lien Priority. Mortgagors hereby covenant and warrant to Lender that the Mortgagor is the fee simple owners of the Property described in the Mortgage and the Mortgage is a valid lien on the Property.

a. No Claims, Offsets or Defenses. The Mortgagors agree that they are indebted to Lender in the amount specified above and that they have no claims, offsets or defenses against Lender or any of Lender's predecessors in ownership of the Note and mortgage. That Mortgagor has no claims for reimbursement of any sums heretofore paid to Bank, whether by way of interest payments, or for any other matter whatsoever, including, but not limited to attorney's fees and costs of litigation, in any way arising from or growing out of the Note or any litigation. That the Mortgagor waives or relinquishes any such claims, offsets or defenses whatsoever which they may now have and that the Mortgagor release and relieve the Lender further from any claims of, liabilities or obligations whatsoever to any Mortgagor in any way arising from or growing out of the Loan Documents, the Note and/or any actions of Lender, through the date of Mortgagor's execution of this Agreement.

7. No Novation. The parties are modifying an existing obligation in order to acknowledge the extension of the maturity date and specify the price on the lot release. The parties hereto agree that this Agreement is not intended to substitute or extinguish the valid, existing obligation, nor is this Agreement intended to effect a novation of such valid, existing obligation.

8. Headings. The headings of the paragraphs contained in this Agreement are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of the parties hereto.

9. Binding Effect. This Agreement shall bind the successors and assigns of the parties hereto; it constitutes the entire understanding of the parties, and it may not be modified except in writing.

10. Execution. This Agreement shall not be effective nor shall it have any force and effect whatsoever until all of parties hereto have duly executed this Agreement.

All other terms not modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal, and shall be deemed to have executed same, on the day and year first above written.

Signed, sealed and delivered
in the presence of:

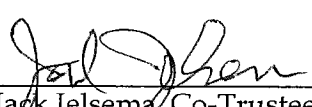
(as to Mortgagor)


SANDIAZ INVESTMENT, INC.

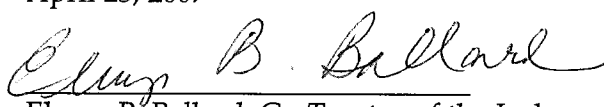
Ana M. Santisteban, President

(as to Mortgagor)

(As to Lender)


Jack Jelsema, Co-Trustee of the Jack Jelsema
Trust under written Trust Agreement dated
April 23, 2007

(As to Lender)


Elwyn B. Ballard, Co-Trustee of the Jack
Jelsema Trust under written Trust
Agreement dated April 23, 2007

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

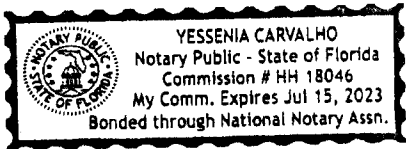
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 18th day, of November, 2021 by Ana M. Santisteban, President of Sandiaz Investment, Inc., who is personally known to me or who has produced driver's license as identification.

[Notary Seal]



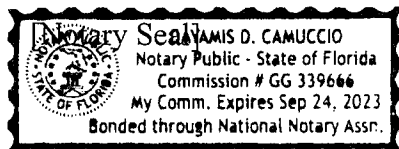
Notary Public

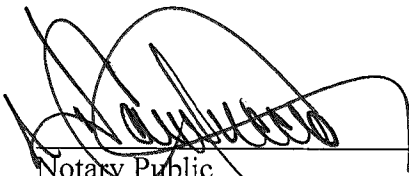
Yesenia Carvalho
Name typed, printed or stamped
My Commission Expires: 07/15/2023



STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day, of ~~August~~ ^{November}, 2021 by Jack Jelsema and Elwyn B. Ballard, Co-Trustees of the Jack Jelsema Trust under written Trust Agreement dated April 23, 2007, who is personally known to me or who has produced driver's license as identification.




Notary Public

Notary Public
Notary Public

Name typed, printed or stamped

My Commission Expires: Sep. 24, 2023

This Document Prepared By:

Ana M. Santisteban, Esq.
Richard J. Diaz, P.A.
3127 Ponce De Leon, Blvd.
Coral Gables, Florida

THIRD MORTGAGE MODIFICATION AGREEMENT

THIS THIRD MORTGAGE MODIFICATION AND EXTENSION AGREEMENT is entered into and is made effective this 21st day of October, 2022, JACK W. JELSEMA and ELWYN B. BALLARD, Co-Trustees of the Jack Jelsema Trust under written Trust Agreement dated April 23, 2007, whose address is 29 Jolly Roger Drive, Key Largo, FL 33037 (the "Lender") whose address for purposes hereof is: SANDIAZ INVESTMENT, INC. (collectively the "Mortgagors")

RECITALS

A. At all times material, Mortgagors were and remain the Owners in fee simple of that certain real property situate, lying and being in Miami-Dade County, Florida, as more particularly described as follows:

Lot 30, Block 33, of CORAL GABLES CRAFT SECTION, according the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida.

B. On or about October 31, 2018, Mortgagors executed a promissory note in favor of the Lender to evidence a Loan in the principal amount of ONE MILLION and NO/100 (\$1,000,000.00) DOLLARS ("Note").

C. The Note is secured by a Mortgage executed by Mortgagors in favor of the Lender on or about October 31, 2018, which encumbers the property as a mortgage lien thereon. The Mortgage is recorded in Official Records Book 31213 Page 1198 in the Public Records in and for Miami-Dade County, Florida ("Mortgage").

D. Thereafter on August 7 2020, the Mortgagors and Lender entered into a Mortgage Modification Agreement which was recorded on August 13, 2020 in the Public Records of Miami Dade County, Florida in O.R. Book 32049 Page 3356 ("2020 Modification") with a subsequent modification agreement signed on October 16, 2021 and filed November 30, 2021 in O.R. Book 32872 page 4660 ("2021 Modification").

NOW, THEREFORE, for and in consideration of the premises, the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid to each of the parties hereto by the others, the receipt and adequacy of which is hereby acknowledged by each of them, the parties do hereby covenant and agree as follows:

1. The parties acknowledge and agree that the statements contained in the recitals of fact set forth above are true and correct and the Recitals by this reference are made a part of this Agreement.

2. Outstanding Indebtedness. The current debt is in first position encumbering the subject property. The current stipulated outstanding balance is \$1,021,249.99.

4. Maturity Date. The maturity date is hereby extended to December 31, 2023.

5. Other Modified Terms. All other terms and conditions of the Note and Mortgage, as modified under the 2020 Modification and 2021 Modification, not otherwise

changed herein shall remain in full force and effect.

6. Warranty of Title and Lien Priority. Mortgagors hereby covenant and warrant to Lender that the Mortgagor is the fee simple owners of the Property described in the Mortgage and the Mortgage is a valid lien on the Property.

a. No Claims, Offsets or Defenses. The Mortgagors agree that they are indebted to Lender in the amount specified above and that they have no claims, offsets or defenses against Lender or any of Lender's predecessors in ownership of the Note and mortgage. That Mortgagor has no claims for reimbursement of any sums heretofore paid to Bank, whether by way of interest payments, or for any other matter whatsoever, including, but not limited to attorney's fees and costs of litigation, in any way arising from or growing out of the Note or any litigation. That the Mortgagor waives or relinquishes any such claims, offsets or defenses whatsoever which they may now have and that the Mortgagor release and relieve the Lender further from any claims of, liabilities or obligations whatsoever to any Mortgagor in any way arising from or growing out of the Loan Documents, the Note and/or any actions of Lender, through the date of Mortgagor's execution of this Agreement.

7. No Novation. The parties are modifying an existing obligation in order to acknowledge the extension of the maturity date and specify the price on the lot release. The parties hereto agree that this Agreement is not intended to substitute or extinguish the valid, existing obligation, nor is this Agreement intended to effect a novation of such valid, existing obligation.

8. Headings. The headings of the paragraphs contained in this Agreement are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of the parties hereto.

9. Binding Effect. This Agreement shall bind the successors and assigns of the parties hereto; it constitutes the entire understanding of the parties, and it may not be modified except in writing.

10. Execution. This Agreement shall not be effective nor shall it have any force and effect whatsoever until all of parties hereto have duly executed this Agreement.

All other terms not modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal, and shall be deemed to have executed same, on the day and year first above written.

Signed, sealed and delivered
in the presence of:

SANDIAZ INVESTMENT, INC.


(as to Mortgagor)



Ana M. Santisteban, President


(as to Mortgagor)

(As to Lender)



Jack Jelsema, Co-Trustee of the Jack Jelsema
Trust under written Trust Agreement dated
April 23, 2007

(As to Lender)

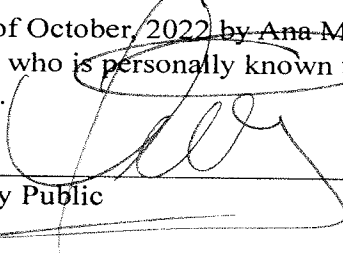


Elwyn B. Ballard, Co-Trustee of the Jack
Jelsema Trust under written Trust
Agreement dated April 23, 2007

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

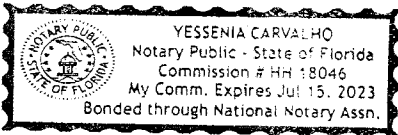
The foregoing instrument was acknowledged before me by means of ☐ physical
presence or ☐ online notarization, this 25th day, of October, 2022 by Ana M.
Santisteban, President of Sandiaz Investment, Inc., who is personally known to me or
who has produced driver's license as identification.

[Notary Seal]



Notary Public

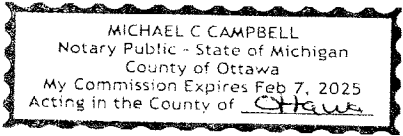
Name typed, printed or stamped
My Commission Expires: _____

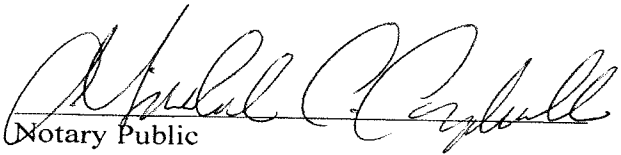


STATE OF Michigan)
COUNTY OF Ottawa)

The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 11th day, of O, 2021 by Jack Jelsema and Elwyn
B. Ballard, Co-Trustees of the Jack Jelsema Trust under written Trust Agreement dated
April 23, 2007, who is personally known to me or who has produced driver's license as
identification.

[Notary Seal]




Notary Public

Michael C Campbell

Name typed, printed or stamped

My Commission Expires: Feb 7, 2025

This Document Prepared By:

Ana M. Santisteban, Esq.
Richard J. Diaz, P.A.
3127 Ponce De Leon, Blvd.
Coral Gables, Florida

FOURTH MORTGAGE MODIFICATION EXTENSION AGREEMENT

THIS FOURTH MORTGAGE MODIFICATION AND EXTENSION AGREEMENT is entered into and is made effective this 28 day of July, 2023, JACK W. JELSEMA and ELWYN B. BALLARD, Co-Trustees of the Jack Jelsema Trust under written Trust Agreement dated April 23, 2007, whose address is 29 Jolly Roger Drive, Key Largo, FL 33037 (the "Lender") whose address for purposes hereof is: SANDIAZ INVESTMENT, INC. (collectively the "Mortgagors")

RECITALS

A. At all times material, Mortgagors were and remain the Owners in fee simple of that certain real property situate, lying and being in Miami-Dade County, Florida, as more particularly described as follows:

Lot 30, Block 33, of CORAL GABLES CRAFT SECTION, according to the Plat thereof, as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida.

B. On or about October 31, 2018, Mortgagors executed a promissory note in favor of the Lender to evidence a Loan in the principal amount of ONE MILLION and NO/100 (\$1,000,000.00) DOLLARS ("Note").

C. The Note is secured by a Mortgage executed by Mortgagors in favor of the Lender on or about October 31, 2018, which encumbers the property as a mortgage lien thereon. The Mortgage is recorded in Official Records Book 31213 Page 1198 in the Public Records in and for Miami-Dade County, Florida ("Mortgage").

D. Thereafter on August 7 2020, the Mortgagors and Lender entered into a Mortgage Modification Agreement which was recorded on August 13, 2020 in the Public Records of Miami Dade County, Florida in O.R. Book 32049 Page 3356 ("2020 Modification") with a subsequent modification agreement signed on October 16, 2021 and filed November 30, 2021 in O.R. Book 32872 page 4660 ("2021 Modification") and another Modification Agreement signed on October 31, 2022 and filed November 3, 2022 in O.R. Book 33450 page 3690 ("2022 Modification").

NOW, THEREFORE, for and in consideration of the premises, the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid to each of the parties hereto by the others, the receipt and adequacy of which is hereby acknowledged by each of them, the parties do hereby covenant and agree as follows:

1. The parties acknowledge and agree that the statements contained in the recitals of fact set forth above are true and correct and the Recitals by this reference are made a part of this Agreement.

2. Outstanding Indebtedness. The current debt is in first position encumbering the subject property. The current stipulated outstanding balance is

\$1,021,249.99.

3. Maturity Date. The maturity date is hereby extended to December 31, 2024.

4. Other Modified Terms. All other terms and conditions of the Note and Mortgage, as modified under the 2020 Modification, 2021 Modification and 2022 Modification, not otherwise changed herein shall remain in full force and effect.

5. Warranty of Title and Lien Priority. Mortgagors hereby covenant and warrant to Lender that the Mortgagor is the fee simple owners of the Property described in the Mortgage and the Mortgage is a valid lien on the Property.

a. No Claims, Offsets or Defenses. The Mortgagors agree that they are indebted to Lender in the amount specified above and that they have no claims, offsets or defenses against Lender or any of Lender's predecessors in ownership of the Note and mortgage. That Mortgagor has no claims for reimbursement of any sums heretofore paid to Bank, whether by way of interest payments, or for any other matter whatsoever, including, but not limited to attorney's fees and costs of litigation, in any way arising from or growing out of the Note or any litigation. That the Mortgagor waives or relinquishes any such claims, offsets or defenses whatsoever which they may now have and that the Mortgagor release and relieve the Lender further from any claims of, liabilities or obligations whatsoever to any Mortgagor in any way arising from or growing out of the Loan Documents, the Note and/or any actions of Lender, through the date of Mortgagor's execution of this Agreement.

6. No Novation. The parties are modifying an existing obligation in order to acknowledge the extension of the maturity date and specify the price on the lot release. The parties hereto agree that this Agreement is not intended to substitute or extinguish the valid, existing obligation, nor is this Agreement intended to effect a novation of such valid, existing obligation.

7. Headings. The headings of the paragraphs contained in this Agreement are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of the parties hereto.

8. Binding Effect. This Agreement shall bind the successors and assigns of the parties hereto; it constitutes the entire understanding of the parties, and it may not be modified except in writing.

9. Execution. This Agreement shall not be effective nor shall it have any force and effect whatsoever until all of parties hereto have duly executed this Agreement.

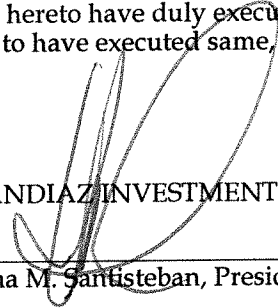
All other terms not modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal, and shall be deemed to have executed same, on the day and year first above written.

Signed, sealed and delivered
in the presence of:

SANDIAZ INVESTMENT, INC.


(as to Mortgagor)



Ana M. Santisteban, President

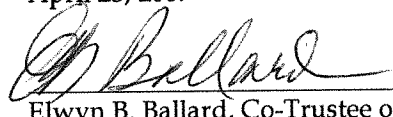
(as to Mortgagor)

(As to Lender)



Jack Jelsema, Co-Trustee of the Jack Jelsema
Trust under written Trust Agreement dated
April 23, 2007

(As to Lender)



Elwyn B. Ballard, Co-Trustee of the Jack
Jelsema Trust under written Trust
Agreement dated April 23, 2007

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

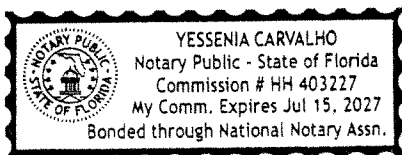
The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 28th day, of July, 2023 by Ana M. Santisteban,
President of Sandiaz Investment, Inc., who is personally known to me or who has
produced driver's license as identification.

[Notary Seal]



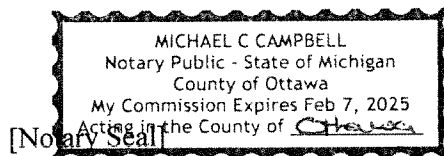
Notary Public

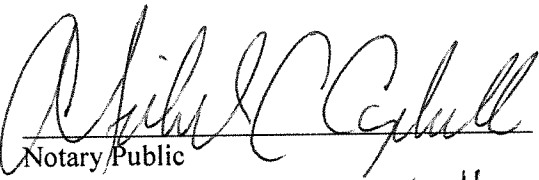
Name typed, printed or stamped
My Commission Expires: _____



STATE OF Michigan)
 COUNTY OF Ottawa)

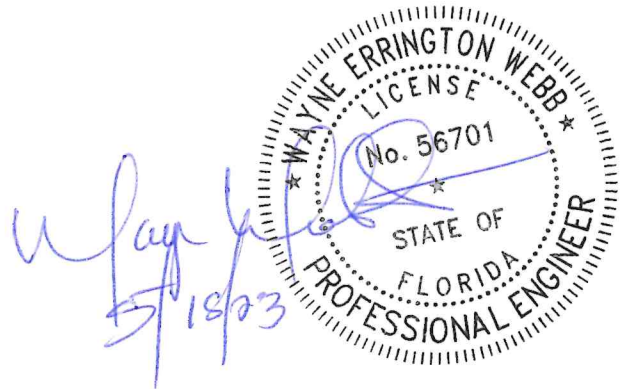
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day, of July, 2023 by Jack Jelsema and Elwyn B. Ballard, Co-Trustees of the Jack Jelsema Trust under written Trust Agreement dated April 23, 2007, who is personally known to me or who has produced driver's license as identification.




 Notary Public
Michael C Campbell

Name typed, printed or stamped
 My Commission Expires: Feb 7, 2025

ATTACHMENT 2.0: ELECTRICAL INSPECTION FORM





MINIMUM INSPECTION PROCEDURAL GUIDELINES
FOR BUILDING ELECTRICAL RECERTIFICATION

CASE REFERENCE NUMBER: _____

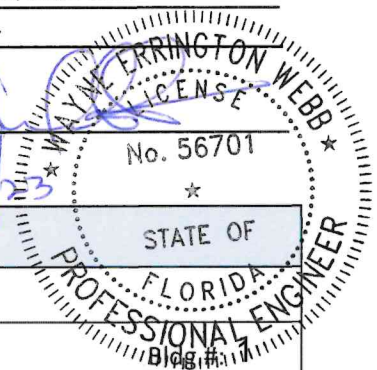
LICENSEE NAME: WAYNE WEBB, P.E.

TITLE: PROFESSIONAL ENGINEER # 56701

JURISDICTION NAME: Coral Gables

ADDRESS: 4121 SW 47th Ave, Suite 1319
DAVIE, FL 33314

SIGNATURE: *Wayne Webb*



*Use separate sheets for additional responses by referencing the report number.

1. DESCRIPTION OF BUILDING

a. Name on Title: 3127 Ponce De Leon Blvd

b. Building Street Address: 3127 PONCE DE LEON BLVD

c. Legal Description: CORAL GABLES CRAFTS SEC PB 10-40 LOT 30 BLK 33

Attached: ☐

d. Owner's Name: Sandiaz Investment Inc

e. Owner's Mailing Address: 3127 Ponce De Leon Blvd, Coral Gables FL 33134

f. Folio Number of Property on which Building is Located: 03-4117-005-8040

g. Building Code Occupancy Classification: 1813 OFFICE BUILDING - MULTISTORY : OFFICE BUILDING

h. Present Use: Commercial Office Building

i. General Description of building (overall description, structural systems, special features):

REINFORCED CONCRETE FOUNDATION, CBS & BRICK EXTERIOR WALLS, CONCRETE FLOORS
YEAR BUILT: 1963

j. Number of Stories: 2

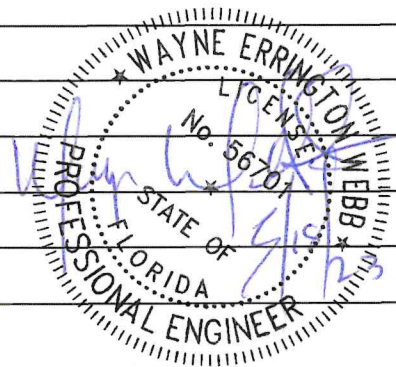
k. Is this a Threshold Building as per 553.71(12) F.S. (Yes/No): No

l. Provide an aerial of the property identifying the building being certified on a separate sheet. Attached: ☒

m. Additional Comments:

City's Exhibit #10

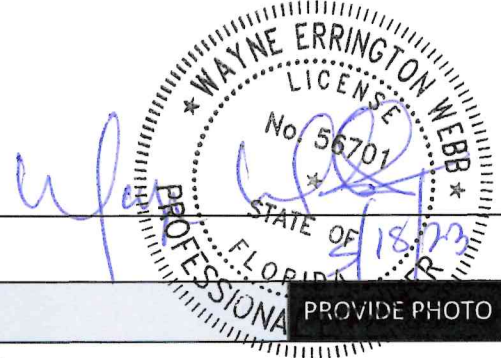
2. INSPECTIONS	
a. Date of Notice of Required Inspection:	2/24/2023
b. Date(s) of actual inspection:	4/24/2023
c. Name and qualifications of licensee submitting report:	WAYNE WEBB, P.E.
d. Are Any Electrical Repairs Required? (YES/NO):	No
1. If required, describe, and indicate acceptance:	N/A
e. Can the building continue to be occupied while recertification and repairs are ongoing? (YES/NO):	Yes
1. Explanation/Conditions:	



3. ELECTRICAL SERVICE		PROVIDE PHOTO
a. Size:	Voltage 240 Amperage 200 Type: Fuses XXX Breakers	
b. Phase:	Three-Phase <input type="radio"/> Single Phase <input checked="" type="radio"/>	
c. Condition:	Good <input checked="" type="radio"/> Fair <input type="radio"/> Needs Repair <input type="radio"/>	
Comments:		
METER 1: 200A FUSE METER 2: 150A FUSE		

4. METERING EQUIPMENT		PROVIDE PHOTO
1. Clearances:	Good <input checked="" type="radio"/> Fair <input type="radio"/> Needs Correction <input type="radio"/>	
Comments:		

5. ELECTRIC ROOMS			PROVIDE PHOTO
1. Clearances:	Good <input checked="" type="radio"/>	Fair <input type="radio"/>	Needs Correction <input type="radio"/>
Comments:			
GOOD CONDITION			



6. GUTTERS			PROVIDE PHOTO
1. Location:	Good <input checked="" type="radio"/>	Needs Repair <input type="radio"/>	
2. Taps and Fill:	Good <input checked="" type="radio"/>	Needs Repair <input type="radio"/>	
Comments:			
LINE GUTTER ONLY			

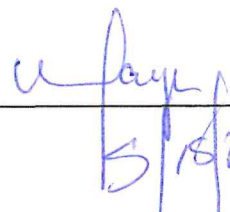
7. ELECTRICAL PANELS			PROVIDE PHOTO
1. Panel # 1	Location:	SECOND FLOOR KITCHEN	
	Good <input checked="" type="radio"/>	Needs Repair <input type="radio"/>	
2. Panel # 2	Location:	FIRST FLOOR HALLWAY	
	Good <input checked="" type="radio"/>	Needs Repair <input type="radio"/>	
3. Panel #	Location:		
	Good <input type="radio"/>	Needs Repair <input type="radio"/>	
4. Panel #	Location:		
	Good <input type="radio"/>	Needs Repair <input type="radio"/>	
5. Panel #	Location:		
	Good <input type="radio"/>	Needs Repair <input type="radio"/>	

Comments:

8. BRANCH CIRCUITS				PROVIDE PHOTO	
1. Identified:	Yes	<input checked="" type="radio"/>	Must be Identified	<input type="radio"/>	
2. Conductors:	Good	<input checked="" type="radio"/>	Deteriorated	<input type="radio"/>	Must be Replaced
Comments:					

9. GROUNDING OF SERVICE				PROVIDE PHOTO	
		Good	<input checked="" type="radio"/>	Needs Repair	<input type="radio"/>
Comments:					

10. GROUNDING OF EQUIPMENT				PROVIDE PHOTO	
		Good	<input checked="" type="radio"/>	Needs Repair	<input type="radio"/>
Comments:					

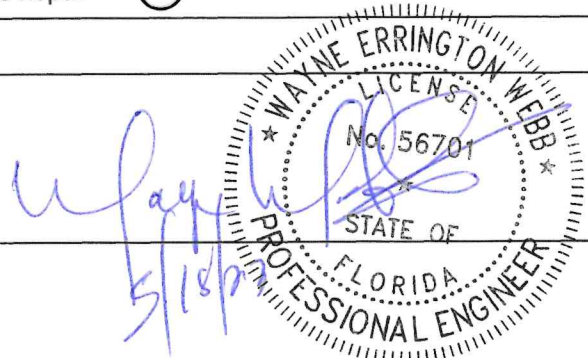

 Wayne Errington Webb
 No. 56701
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER

11.SERVICE CONDUIT/RACEWAYS	PROVIDE PHOTO
Good <input checked="" type="radio"/> Needs Repair <input type="radio"/>	
Comments:	

12.GENERAL CONDUIT/RACEWAYS	PROVIDE PHOTO
Good <input checked="" type="radio"/> Needs Repair <input type="radio"/>	
Comments:	

13.WIRE AND CABLES	PROVIDE PHOTO
Good <input checked="" type="radio"/> Needs Repair <input type="radio"/>	
Comments:	

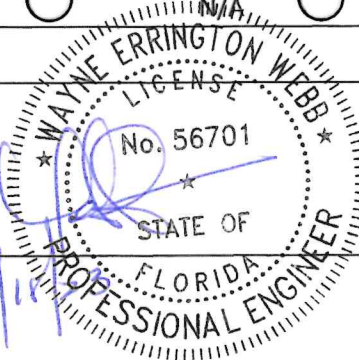
14.BUSWAYS	PROVIDE PHOTO
Good <input type="radio"/> Needs Repair <input type="radio"/>	
Comments:	
N/A	



15.THERMOGRAPHY INSPECTION RESULTS	PROVIDE PHOTO
(ADD SHEETS AS REQUIRED)	
Comments:	
N/A	

16.OTHER CONDUCTORS	PROVIDE PHOTO
<div style="display: flex; justify-content: space-around; align-items: center;"> Good <input checked="" type="radio"/> Needs Repair <input type="radio"/> </div>	
Comments:	

17. TYPES OF WIRING METHODS	PROVIDE PHOTO																												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">1. Conduit Raceways Rigid:</td> <td style="width: 15%;">Good</td> <td style="width: 10%; text-align: center;"><input checked="" type="radio"/></td> <td style="width: 15%;">Needs Repair</td> <td style="width: 10%; text-align: center;"><input type="radio"/></td> <td style="width: 10%; text-align: center;">N/A</td> <td style="width: 10%; text-align: center;"><input type="radio"/></td> </tr> <tr> <td>2. Conduit PVC:</td> <td>Good</td> <td style="text-align: center;"><input type="radio"/></td> <td>Needs Repair</td> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;">N/A</td> <td style="text-align: center;"><input checked="" type="radio"/></td> </tr> <tr> <td>3. NM Cable:</td> <td>Good</td> <td style="text-align: center;"><input type="radio"/></td> <td>Needs Repair</td> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;">N/A</td> <td style="text-align: center;"><input checked="" type="radio"/></td> </tr> <tr> <td>4. Other:</td> <td>Good</td> <td style="text-align: center;"><input type="radio"/></td> <td>Needs Repair</td> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;">N/A</td> <td style="text-align: center;"><input checked="" type="radio"/></td> </tr> </table>		1. Conduit Raceways Rigid:	Good	<input checked="" type="radio"/>	Needs Repair	<input type="radio"/>	N/A	<input type="radio"/>	2. Conduit PVC:	Good	<input type="radio"/>	Needs Repair	<input type="radio"/>	N/A	<input checked="" type="radio"/>	3. NM Cable:	Good	<input type="radio"/>	Needs Repair	<input type="radio"/>	N/A	<input checked="" type="radio"/>	4. Other:	Good	<input type="radio"/>	Needs Repair	<input type="radio"/>	N/A	<input checked="" type="radio"/>
1. Conduit Raceways Rigid:	Good	<input checked="" type="radio"/>	Needs Repair	<input type="radio"/>	N/A	<input type="radio"/>																							
2. Conduit PVC:	Good	<input type="radio"/>	Needs Repair	<input type="radio"/>	N/A	<input checked="" type="radio"/>																							
3. NM Cable:	Good	<input type="radio"/>	Needs Repair	<input type="radio"/>	N/A	<input checked="" type="radio"/>																							
4. Other:	Good	<input type="radio"/>	Needs Repair	<input type="radio"/>	N/A	<input checked="" type="radio"/>																							
a. Other Wiring (Specify):																													
Comments:																													

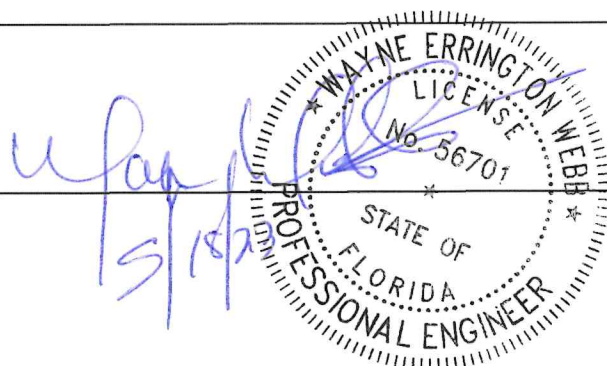
18.EMERGENCY LIGHTING	PROVIDE PHOTO
<div style="display: flex; justify-content: space-around; align-items: center;"> Good <input checked="" type="radio"/> Needs Repair <input type="radio"/> N/A <input type="radio"/> </div>	
Comments:	
<div style="position: relative; width: 100%;"> <div style="position: absolute; top: 0; right: 0; text-align: right;">  </div> <div style="position: absolute; bottom: 0; left: 0; color: blue; font-family: cursive;"> W. Webb 5/11 </div> </div>	

19. BUILDING EGRESS ILLUMINATION			PROVIDE PHOTO
Good	<input checked="" type="radio"/>	Needs Repair	<input type="radio"/>
N/A <input type="radio"/>			
Comments:			

20. FIRE ALARM SYSTEM			PROVIDE PHOTO
Good	<input type="radio"/>	Needs Repair	<input type="radio"/>
N/A <input checked="" type="radio"/>			
Comments:			

21. SMOKE DETECTORS			PROVIDE PHOTO
Good	<input checked="" type="radio"/>	Needs Repair	<input type="radio"/>
N/A <input type="radio"/>			
Comments:			

22. EXIT LIGHTS			PROVIDE PHOTO
Good	<input checked="" type="radio"/>	Needs Repair	<input type="radio"/>
N/A <input type="radio"/>			
Comments:			

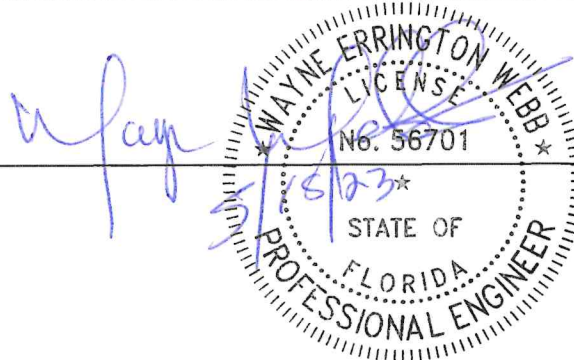


23.EMERGENCY GENERATOR				PROVIDE PHOTO
Good	<input type="radio"/>	Needs Repair	<input type="radio"/>	N/A <input checked="" type="radio"/>
Comments:				

24.WIRING IN OPEN OR UNDER COVER PARKING GARAGE AREAS				PROVIDE PHOTO
Good	<input checked="" type="radio"/>	Requires Additional Illumination	<input type="radio"/>	N/A <input type="radio"/>
Comments:				

25.OPEN OR UNDER COVER PARKING GARAGE AND EGRESS ILLUMINATION				PROVIDE PHOTO
Good	<input checked="" type="radio"/>	Requires Additional Illumination	<input type="radio"/>	N/A <input type="radio"/>
Comments:				

26.SWIMMING POOL WIRING				PROVIDE PHOTO
Good	<input type="radio"/>	Needs Repair	<input type="radio"/>	N/A <input checked="" type="radio"/>
Comments:				



27.WIRING TO MECHANICAL EQUIPMENT			PROVIDE PHOTO
Good	<input checked="" type="radio"/>	Needs Repair	<input type="radio"/>
			N/A <input type="radio"/>
Comments:			

28.ADDITIONAL COMMENTS	PROVIDE PHOTO
	


CERTIFICATION OF COMPLIANCE WITH PARKING LOT GUARDRAILS

Re: Case No. _____ FYear 2023
Property Address: 3127 Ponce De Leon Blvd, Bldg. No.: 1, Sq. Ft.: 4,780
Building Description: CORAL GABLES CRAFTS SEC PB 10-40 LOT 30 BLK 33

I am a Florida registered professional ☒ engineer ☐ architect with an active license.

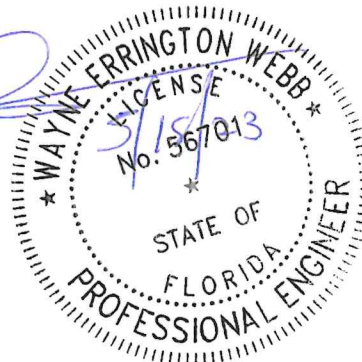
On 4/24 2023, I inspected the parking lots servicing the above referenced building for compliance with Section 8C-6 and determined the following (check only one):

- ☒ The parking lot(s) is not adjacent to or abutting a canal, lake, or other body of water.
- ☐ The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles are protected by a guardrail that complies with Section 8C-6 of the Miami- Dade County Code.
- ☐ The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles **are not** protected by a guardrail that complies with Section 8C-6 of Miami-Dade County Code. I have advised the property owner that he/she must obtain a permit for the installation of the guardrail and obtain all required inspection approvals to avoid enforcement action.


Signature and Seal of Architect or Engineer

WAYNE WEBB P.E
Print Name

5/18/23
Date





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

Date: 4/24/2023

Case No. _____ Year 2023

Property Address: 3127 PONCE DE LEON BLVD, Bldg. No.: 1, Sq. Ft.: 4,780

Folio Number: 03-4117-005-8040

Building Description: CORAL GABLES CRAFTS SEC PB 10-40 LOT 30 BLK 33

1. I am a Florida registered professional ☒ engineer ☐ architect with an active license.
2. On, 20 23/4/24 at 9:20 ☐ AM ☒ PM, I measured the level of illumination in the parking lot(s) serving the above referenced building.
3. Maximum 19.2 foot candle
Minimum 3.9 foot candle
Maximum to Minimum Ratio 19.2 : 3.9, foot candle
4. The level of illumination provided in the parking lot ☒ meets ☐ does not meet the minimum standards for the occupancy classification of the building as established in Section 8C-3 of Miami-Dade County Code.

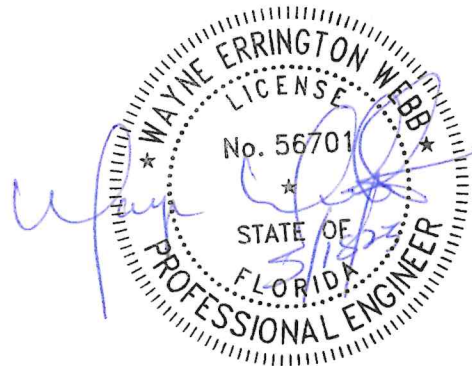


Signature and Seal of Professional

Print Name Engineer or Architect

WAYNE WEBB P.E.

ATTACHMENT 1.0: STRUCTURAL INSPECTION FORM





MINIMUM INSPECTION PROCEDURAL GUIDELINES
FOR BUILDING STRUCTURAL RECERTIFICATION

CASE REFERENCE NUMBER: _____

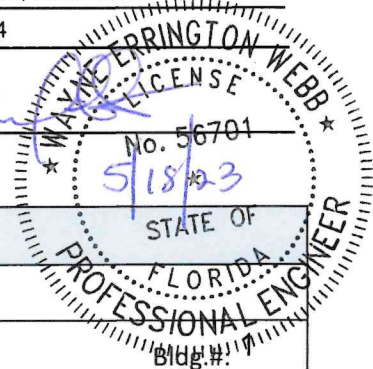
LICENSEE NAME: WAYNE WEBB, P.E.

TITLE: PROFESSIONAL ENGINEER # 56701

JURISDICTION NAME: Coral Gables

ADDRESS: 4121 SW 47th Ave, Suite 1319
DAVIE, FL 33314

SIGNATURE: _____



*Use separate sheets for additional responses by referencing the report number.

1. DESCRIPTION OF BUILDING

a. Name on Title: 3127 Ponce De Leon Blvd

b. Building Street Address: 3127 Ponce De Leon Blvd

c. Legal Description: CORAL GABLES CRAFTS SEC PB 10-40 LOT 30 BLK 33 Attached: ☐

d. Owner's Name: Sandiaz Investment Inc

e. Owner's Mailing Address: 3127 Ponce De Leon Blvd, Coral Gables FL 33134

f. Folio Number of Property on which Building is Located: 03-4117-005-8040

g. Building Code Occupancy Classification: 1813 OFFICE BUILDING - MULTISTORY : OFFICE BUILDING

h. Present Use: Commercial Office Building

i. General Description of building (overall description, structural systems, special features):

REINFORCED CONCRETE FOUNDATION, CBS & BRICK EXTERIOR WALLS, CONCRETE FLOORS
YEAR BUILT: 1963

j. Number of Stories: 2

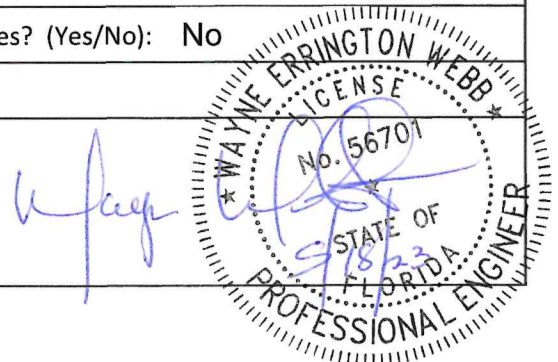
k. Is this a Threshold Building as per 553.71(12) F.S. (Yes/No): No

l. Provide an aerial of the property identifying the building being certified on a separate sheet. Attached: ☒

m. Additional Comments:

n. Additions to original structure:
NO
o. Total Actual Building Area of all floors: 4,780 S.F.

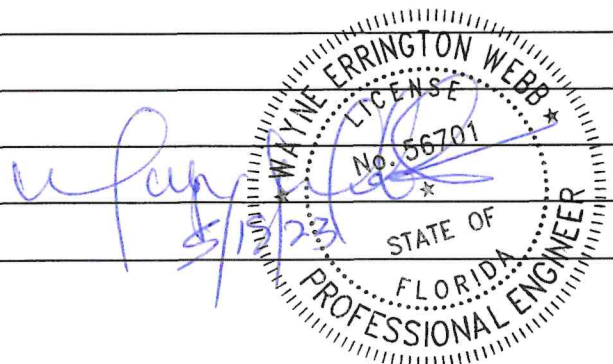
2. INSPECTIONS
a. Date of Notice of Required Inspection: 2/24/2023
b. Date(s) of actual inspection: 4/24/2023
c. Name and qualifications of licensee submitting report:
WAYNE WEBB, P.E.
d. Description of laboratory or other formal testing, if required, rather than manual or visual procedures:
NONE
e. Are Any Structural Repairs Required? (Yes/No): No
1. If required, describe, and indicate acceptance:
f. Can the building continue to be occupied while recertification and repairs are ongoing? (Yes/No): Yes
1. Explanation/Conditions:
g. Is it recommended that the building be vacated? (Yes/No): No
h. Has the property record been researched for violations or unsafe cases? (Yes/No): No
1. Explanation/Conditions:



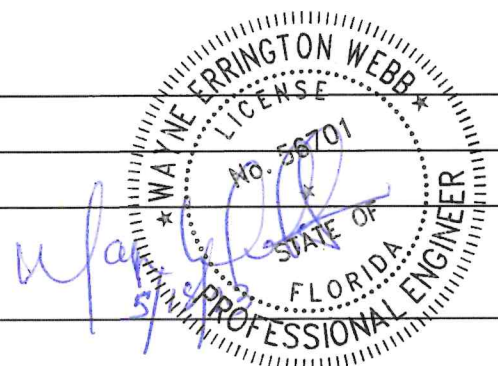
3. SUPPORTING DATA	
a.	Additional sheets of written data
b.	Photographs provided (where required <u>plus each building elevation</u>)
c.	Drawings or sketches (aerial, site, footprint, etc.)
d.	Test reports

4. FOUNDATION	
a. Describe the building foundation:	
REINFORCED CONCRETE FOUNDATION	
b.	Is wood in contact or near the soil? (Yes/No) No
c.	Signs of differential settlement? (Yes/No) No
d.	Describe any cracks or separation in the wall, columns, or beams that signal differential settlement:
NO CRACKS	
e.	Is water drained away from the foundation? (Yes/No) Yes
f.	Is there additional sub-soil investigation required? (Yes/No) No
1. Describe:	

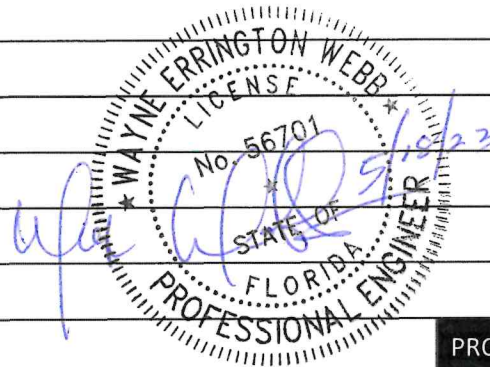
5. PRESENT CONDITION OF OVERALL STRUCTURE	
a.	General alignment: (Note: good, fair, poor, explain if significant)
PROVIDE PHOTO	
1.	Bulging: NONE
2.	Settlement NONE
3.	Deflections: NONE
4.	Expansion: NONE
5.	Contraction: NONE



b. Portion showing distress: (Note, beams, columns, structural walls, floor, roofs, other)	PROVIDE PHOTO
NONE	
c. Surface conditions: Describe general conditions of finishes, cracking, spalling, peeling, signs of moisture penetration and stains.	PROVIDE PHOTO
GOOD CONDITION	
d. Cracks: Note location in significant members. Identify crack size as HAIRLINE if barely discernible; FINE if less than 1 mm in width; MEDIUM if between 1- and 2-mm width; WIDE if over 2 mm.	PROVIDE PHOTO
NONE	
e. General extent of deterioration: Cracking or spalling of concrete or masonry, oxidation of metals; rot or borer attack in wood.	PROVIDE PHOTO
NO DETERIORATION	
f. Previous patching or repairs (Provide description and identify location):	PROVIDE PHOTO
MINOR PATCHING / REPAIRS AS PART OF REGULAR MAINTENANCE	
g. Nature of present loading: (Indicate residential, commercial, storage, other - estimate magnitude for each level)	
Commercial 40psf	
h. Signs of overloading? (Yes/No):	No
1. Describe:	

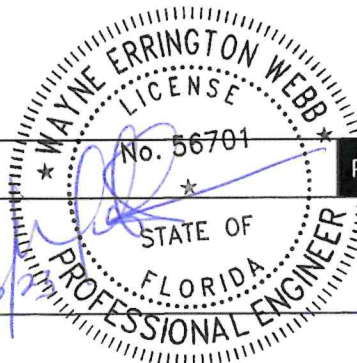


6. MASONRY BEARING WALL: (Indicate good, fair, poor on appropriate lines)		PROVIDE PHOTO
a. Concrete masonry units:	GOOD	
b. Clay tile or terra cotta units:	GOOD	
c. Reinforced concrete tie columns:	GOOD	
d. Reinforced concrete tie beams:	GOOD	
e. Lintel:	GOOD	
f. Other type bond beams:		PROVIDE PHOTO
g. Exterior masonry finishes (choose those that apply):		
1. Stucco:	GOOD	
2. Veneer:	GOOD	
3. Paint only:	GOOD	
4. Other (describe):		
h. Interior masonry finishes (choose those that apply):		PROVIDE PHOTO
1. Vapor barrier:	N/A	
2. Furring and plaster:	GOOD	
3. Paneling:	N/A	
4. Paint only:	GOOD	
5. Other (describe):		
i. Cracks:		PROVIDE PHOTO
1. Location (note beams, columns, other):	NONE	
2. Description:		
j. Spalling:		PROVIDE PHOTO
1. Location (note beams, columns, other):	NONE	
2. Description:		

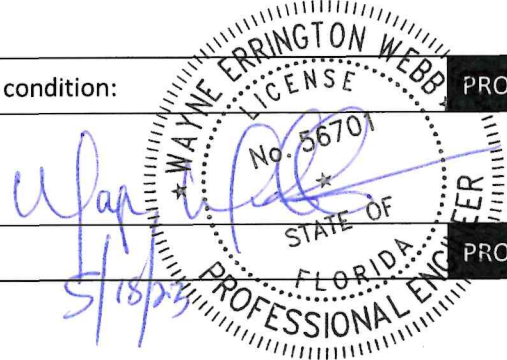


k. Rebar corrosion (indicate on lines 1-4):	PROVIDE PHOTO
1. None visible: <input checked="" type="checkbox"/>	
2. Minor (patching will suffice):	
3. Significant (but patching will suffice):	
4. Significant (structural repairs required):	
l. Samples chipped out for examination in spalled areas (Yes/No):	No
1. If Yes, describe: color, texture, aggregate, general quality	
NO SPALLING	

7. FLOOR AND ROOF SYSTEM	
a. Roof (Must provide)	
1. Describe (roof shape, type roof covering, type roof deck, framing system, condition):	PROVIDE PHOTO
FLAT ROOF - MEMBRANE SURFACE - CONCRETE DECK	
2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of supports:	PROVIDE PHOTO
AIR CONDITIONING EQUIPMENT	
3. Describe roof drainage system, main and overflow, and indicate condition:	PROVIDE PHOTO
THROUGH WALL DRAINS	
4. Describe parapet build and current conditions:	PROVIDE PHOTO
SMALL PARAPET - CONCRETE - GOOD CONDITION	
5. Describe mansard build and current conditions:	PROVIDE PHOTO
N/A	



6. Describe roofing membrane/covering and current conditions:	PROVIDE PHOTO
MODIFIED BITUMEN MEMBRANE W/ ELASTOMERIC SEAL GOOD CONDITION	
7. Describe any roof framing member with obvious overloading, overstress, deterioration or excessive deflection:	PROVIDE PHOTO
N/A	
8. Note any expansion joints and condition:	PROVIDE PHOTO
N/A	
b. Floor system(s):	
1. Describe the floor system at each level, framing, material, typical spans and indicate condition:	PROVIDE PHOTO
CONCRETE SLAB - GOOD CONDITION	
2. Balconies: Indicate location, framing system, material, and condition:	PROVIDE PHOTO
EXTERIOR TERRACE - NO BALCONIES CONCRETE GOOD CONDITION	
3. Stairs and escalators: indicate location, framing system, material, and condition:	PROVIDE PHOTO
EXTERIOR STAIRWAYS - CONCRETE - GOOD CONDITION	
4. Ramps: indicate location, framing type, material, and condition:	PROVIDE PHOTO
N/A	
5. Guardrails: describe type, material, and condition:	PROVIDE PHOTO
METAL RAILINGS - GOOD CONDITION	
c. Inspection - note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members.	
N/A	



8. STEEL FRAMING SYSTEM

a. Description of system at each level:

PROVIDE PHOTO

STEEL COLUMN AT COVERED PARKING AREA

b. Steel members: describe condition of paint and degree of corrosion:

PROVIDE PHOTO

GOOD

c. Steel connections: describe type and condition:

PROVIDE PHOTO

GOOD

d. Concrete or other fireproofing: note any cracking or spalling of encased member and note where any covering was removed for inspection:

PROVIDE PHOTO

N/A

e. Identify any steel framing member with obvious overloading, overstress, deterioration, or excessive deflection (provide location):

PROVIDE PHOTO

N/A

f. Elevator sheave beams and connections, and machine floor beams: note condition:

PROVIDE PHOTO

N/A

9. CONCRETE FRAMING SYSTEM

a. Full description of concrete structural framing system:

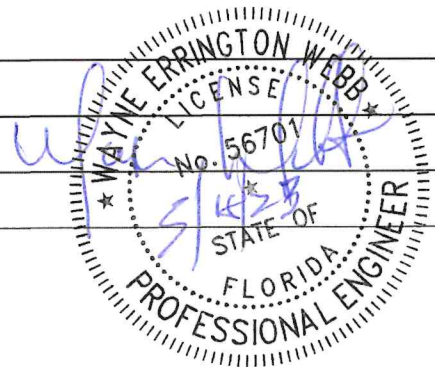
PROVIDE PHOTO

REINFORCED CONCRET FOUNDATION, MASONRY EXTERIOR WALLS WITH STUCCO VENEER, TIE BEAMS, TIE COLUMNS

b. Cracking

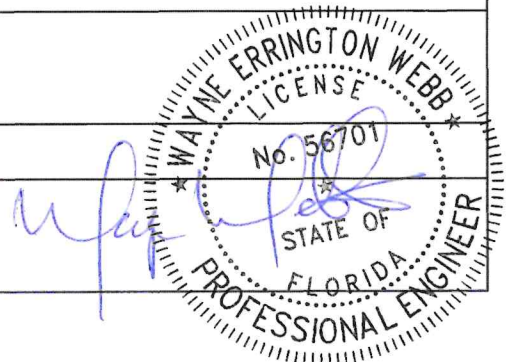
1. Significant or Not significant: NONE

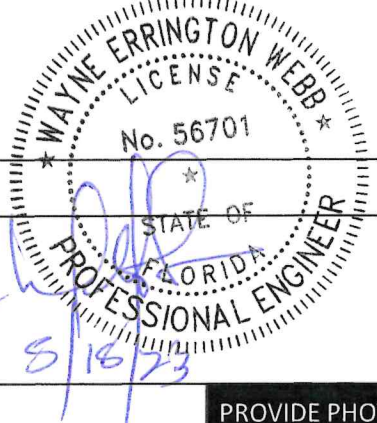
2. Location and description of members affected and type cracking:



c. General condition	
GOOD CONDITION	
d. Rebar corrosion - check appropriate line	
1. None visible: <input checked="" type="checkbox"/>	
2. Location and description of members affected and type cracking:	PROVIDE PHOTO
3. Significant but patching will suffice:	PROVIDE PHOTO
4. Significant: structural repairs required (describe):	PROVIDE PHOTO
e. Samples chipped out in spall areas:	
1. No: <input checked="" type="checkbox"/>	PROVIDE PHOTO
2. Yes, describe color, texture, aggregate, general quality:	
f. Identify any concrete framing member with obvious overloading, overstress, deterioration, or excessive deflection:	PROVIDE PHOTO
N/A	

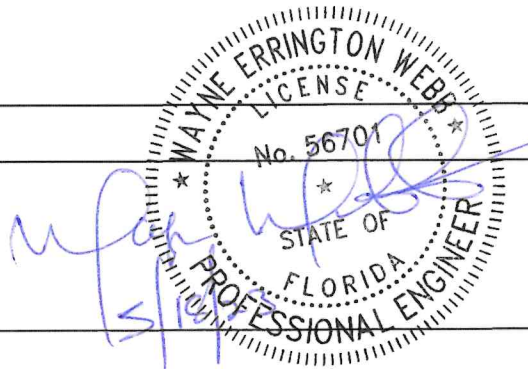
10. WINDOWS, STOREFRONTS, CURTAINWALLS AND EXTERIOR DOORS	
a. Windows/Storefronts/Curtainwalls	PROVIDE PHOTO
1. Type (Wood, steel, aluminum, vinyl, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other):	
AWNING & FIXED WINDOWS - ALUMINUM	
2. Anchorage: type and condition of fasteners and latches:	
SCREWS INTO SILL AND JAMB - GOOD CONDITION	



3. Sealant: type and condition of perimeter sealant and at mullions:
LATEX / ELASTOMERIC CAULK - GOOD CONDITION
4. Interiors seals: type and condition at operable vents:
LATEX / ELASTOMERIC CAULK - GOOD CONDITION
5. General condition:
GOOD CONDITION
6. Describe any repairs needed:
NONE
b. Structural Glazing on the exterior envelope of Threshold Buildings (Yes/No): No
1. Previous Inspection Date:
2. Description of Curtain Wall Structural Glazing and adhesive sealant:
3. Describe Condition of System:
<div style="text-align: right;">  </div>
c. Exterior Doors
1. Type (Wood, Steel, Aluminum, Sliding Glass Door, other):
ALUMINUM & WOOD DOORS
2. Anchorage: type and condition of fasteners and latches:
SCREWS INTO SILL AND JAMB - GOOD CONDITION
3. Sealant: type and condition of sealant:
LATEX / ELASTOMERIC CAULK - GOOD CONDITION

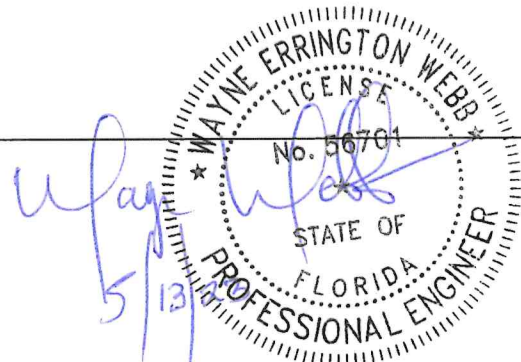
4. General condition:
GOOD
5. Describe any repairs needed:
NONE

11. WOOD FRAMING	
a. Fully describe wood framing system:	PROVIDE PHOTO
LIGHT PARTITIONS, NON-BEARING	
b. Indicate the condition of the following:	PROVIDE PHOTO
1. Walls:	
GOOD	
2. Floors:	
N/A	
3. Roof member, roof trusses:	
N/A	
c. Note metal connectors (i.e., angles, plates, bolts, split pintles, other, and note condition):	PROVIDE PHOTO
N/A	
d. Joints: note if well fitted and still closed:	PROVIDE PHOTO
N/A	



e. Drainage: note accumulations of moisture	PROVIDE PHOTO
N/A	
f. Ventilation: note any concealed spaces not ventilated:	PROVIDE PHOTO
N/A	
g. Note any concealed spaces opened for inspection:	PROVIDE PHOTO
N/A	
h. Identify any wood framing member with obvious overloading, overstress, deterioration, or excessing deflection):	PROVIDE PHOTO
N/A	

12. BUILDING FAÇADE INSPECTION (Threshold Buildings)	PROVIDE PHOTO
a. Identify and describe the exterior walls and appurtenances on all sides of the building. (Cladding type, corbels, precast appliques, etc.)	
N/A	
b. Identify the attachment type of each appurtenance type (mechanically attached or adhered):	
N/A	
c. Indicate the condition of each appurtenance (distress, settlement, splitting, bulging, cracking, loosening of metal anchors and supports, water entry, movement of lintel or shelf angles, or other defects):	
N/A	



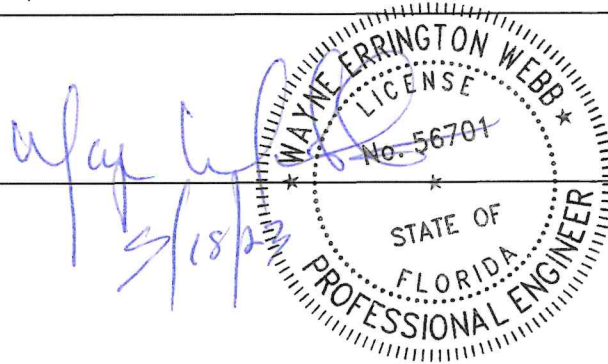
13. SPECIAL OR UNUSUAL FEATURES IN THE BUILDING**PROVIDE PHOTO**

a. Identify and describe any special or unusual feature (i.e. cable suspended structures, tensile fabric roof, large sculptures, chimneys, porte-cochere, retaining walls, seawalls, etc.)

N/A

b. Indicate condition of the special feature, its supports, and connections:

N/A



Reset