



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 4/3/2023

Property Information	
Folio:	03-4108-006-3581
Property Address:	371 CORAL WAY Coral Gables, FL 33134-5819
Owner	MIRACLE MILE RETAIL INVEST LLC
Mailing Address	2631 PONCE DE LEON BLVD CORAL GABLES, FL 33134 USA
PA Primary Zone	6400 COMMERCIAL - CENTRAL
Primary Land Use	1111 STORE : RETAIL OUTLET
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	3,604 Sq.Ft
Lot Size	4,850 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2022	2021	2020
Land Value	\$1,855,125	\$2,061,250	\$2,061,250
Building Value	\$324,360	\$10,000	\$10,000
XF Value	\$0	\$0	\$0
Market Value	\$2,179,485	\$2,071,250	\$2,071,250
Assessed Value	\$2,146,742	\$1,951,584	\$1,774,168

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	\$32,743	\$119,666	\$297,082
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
CORAL GABLES SEC K PB 8-33 LOTS 42 & 43 BLK 36 LOT SIZE 50.000 X 97 OR 15352-1055 0192 1	

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,146,742	\$1,951,584	\$1,774,168
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,179,485	\$2,071,250	\$2,071,250
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,146,742	\$1,951,584	\$1,774,168
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,146,742	\$1,951,584	\$1,774,168

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
04/29/2016	\$1,675,000	30061-0832	Qual by exam of deed
01/01/1992	\$600,000	15352-1055	Sales which are qualified

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

Version:

City's Exhibit #1

371 Miracle Mile

<u>Owner (Property Appraiser, deed, and all Sunbiz addresses)</u> Miracle Mile Retail Invest LLC c/o William Kerdyk, Jr. Registered Agent 2631 Ponce de Leon Blvd Coral Gables, FL 33134-6002	<u>Mortgagee (mortgage address)</u> IberiaBank, a division of First Horizon Bank 2109 Ponce de Leon Blvd Coral Gables, FL 3313-5211
<u>Mortgagee (FDIC BankFind address)</u> IberiaBank, a division of First Horizon Bank 165 Madison Ave Memphis, TN 38103-2723	<u>Party Wall Co-owner (deed and property appraiser address - probably no longer valid)</u> Zoila del Hoyo Aguado, Corp. 333 NW 53 St, 415 Miami, FL 33127
<u>Party Wall Co-owner (Sunbiz principal and mailing addresses)</u> Zoila del Hoyo Aguado, Corp. 1065 SW 8 St, PMB 5132 Miami, FL 33130-3601	<u>Party Wall Co-owner (Registered Agent addresses)</u> Zoila del Hoyo Aguado, Corp. c/o CT Corporation System Registered Agent 1200 S. Pine Island Rd Plantation, FL 33324-4413


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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
BL-16-07-6787	07/14/2016	371 MIRACLE MILE	BLD SIMPLE CHANGE OF CONTRACTOR	CHANGE OF CONT FROM WINTEGRATE P# 7050115 SIGNAGE(BELLISSIMA BRIDAL) \$980	final	07/14/2016	08/11/2016	0.00
CE-16-04-6381	04/14/2016	371 MIRACLE MILE	CODE ENF LIEN SEARCH	LIEN SEARCH	final	04/25/2016	04/25/2016	0.00
EX-16-04-6125	04/11/2016	371 MIRACLE MILE	PERMIT EXTENSION & RENEWAL	PERMIT EXTENSION FOR BL-14-02-1981	final	04/11/2016	04/11/2016	0.00
EX-16-03-6460	03/18/2016	371 MIRACLE MILE	PERMIT EXTENSION & RENEWAL	EXTENSION ME-14-02-3234, REPLACE AIR HANDLER AND CONNECT TO EXISTING SYSTEM \$4,600 7.5 TON AND HEATER.	final	03/18/2016	03/18/2016	0.00
EX-15-05-5411	05/20/2015	371 MIRACLE MILE	PERMIT EXTENSION & RENEWAL	EXTENSION TO PERMIT BL-14-02-1981	final	05/20/2015	05/20/2015	0.00
ME-14-02-3234	02/28/2014	371 MIRACLE MILE	MECH COMMERCIAL / RESIDENTIAL WORK	REPLACE AIR HANDLER AND CONNECT TO EXISTING SYSTEM \$4,600 7.5 TON AND HEATER.	final	03/05/2014	04/14/2016	0.00
BL-14-02-1981	02/06/2014	371 MIRACLE MILE	COMMERCIAL FLOORING (INTERIOR ONLY)	INTERIOR TILING, PRESSURE CLEAN & PAINT EXT - BEIGE (BM AC-31) \$10,000	final	03/11/2014	04/12/2016	0.00
CE-13-07-0883	06/24/2013	371 MIRACLE MILE	CODE ENF WARNING PROCESS	WT16756 5-1901(1) ZONING CODE (SNT) MAINTAINING TEMP. SIGNS IN EXCESS OF 250 SQ. IN. AND/OR MORE THAN 2 PER STORE, PROHIBITED.	final	06/24/2013	07/15/2013	0.00
RC-12-10-0158	10/03/2012	371 MIRACLE MILE	BLDG RECERT / CRB	BUILDING RECERTIFICATION	final		10/03/2012	0.00
CE-10-05-4579	05/20/2010	371 MIRACLE MILE	CODE ENF WARNING PROCESS	WT6252 SEC 54-154 CC (DOP) PLACING TRASH ON GROUND NEXT TO DUMPSTER. MUST REMOVE. TRASH MAY ONLY BE PLACED IN DUMPSTER.	final	05/20/2010	04/18/2016	0.00
ME-10-05-4454	05/19/2010	371 MIRACLE MILE	MECH COMMERCIAL / RESIDENTIAL WORK	REPLACE OF 7.5 TON A/C UNIT. \$3500.00	final	05/20/2010	10/07/2010	0.00
BL-08-08-0214	08/04/2008	371 MIRACLE MILE	DRIVEWAY/WALKWAY	REMOVE & REPLACE TILE W/ PORCELAIN	final	08/22/2008	05/08/2009	0.00

City's Exhibit #3

		MILE		TILE (BEIGE/BROWN)					
				\$300					
AB-08-07-1706		07/31/2008	371	BOA COMPLETE	REMOVE & REPLACE	final	07/31/2008	05/08/2009	0.00
			MIRACLE	(LESS THAN	TILE W/ PORCELAIN				
			MILE	\$75,000)	TILE (BEIGE/BROWN)				
				\$300					

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

Permit Number	Permit Description
PWKS-22-05-0635	Sewer
MECB-22-06-0295	Interior Remodeling and Exterior Door
ELEC-22-06-0579	BUILDING RECERTIFICATION (YEAR BUILT 1952)
BLDB-22-05-0720	Flat roof recovery coating
BLDB-22-04-0671	CANCELLE
BLDB-22-05-0706	CANCELLED. CREATED IN ERROR REFER TO BLDB-22-05-0720
BLDB-22-07-0882	CANCELLED - SEE - BLDB-22-07-0904 FOR PERMIT AND REVIEW
PLUB-22-09-0347	Interior Remodeling { PLUMBING & GAS -NATURAL }
REVR-22-12-0436	Revision A/C Equipment
PWKS-23-01-1270	Replacement of existing Sewer Lateral for Brunchful at 369 Miracle Mile - AFTER THE FACT PERMIT
MECB-22-06-0289	CANCELLED. WRONG WORK CLASS ****Interior Remodeling and Exterior Door
BLDB-22-05-0705	Interior Remodeling and Exterior Door
MECB-23-02-0480	Alteration
ELEC-22-06-0539	Interior Remodeling and Exterior Door
RECT-22-06-0084	BUILDING RECERTIFICATION (YEAR BUILT 1952)
BLDB-22-07-0904	****CLARIFY BLDB-22-05-0705 - IS FOR SAME TYPE OF WORK****Existing Building Exterior Renovation, New Storefront, Win



The City of Coral Gables

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

October 4, 2012

G C M M, Inc.
369 – 371 Miracle Mile
Coral Gables, FL 33134

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

PROPERTY FOLIO: # 03-4108-006-3581
ADDRESS: 371 Miracle Mile, Coral Gables, FL

Dear Property Owner/Manager:


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

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

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

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

Yours truly,


Manuel Z. Lopez, P.E.
Building Official

City's Exhibit #4



The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY

CORAL GABLES, FLORIDA 33134

1/3/2022

VIA CERTIFIED MAIL

MIRACLE MILE RETAIL INVEST LLC
2631 PONCE DE LEON BLVD
CORAL GABLES, FL 33134

7020 3160 0001 1022 4544

**RE: 371 MIRACLE MILE
FOLIO # 03-4108-006-3581**

Notice of Required Inspection For Recertification of 40 Years or Older Building

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is forty (40) years old, or older, having been built in 1952. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a Florida Registered Architect or Professional Engineer must inspect said building and a **completed** Recertification Report ("Report") must be submitted by you to this Department within **ninety (90) calendar days** from the **date of this letter**. A completed Report includes 1) cover letter(s) stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form. Note all paperwork submitted must be the original signed and sealed documents (no copies). Submittal of the Report does not constitute recertification; it must be **approved** by this Department and the Letter of Recertification must be issued.

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

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

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

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

Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.
Building Official

City's Exhibit #5

Tracking Number:

Remove X

70203160000110224544

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

Latest Update

Your item was delivered to the front desk, reception area, or mail room at 10:58 am on January 6, 2022 in MIAMI, FL 33134.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Front Desk/Reception/Mail Room

MIAMI, FL 33134
January 6, 2022, 10:58 am

See All Tracking History

Feedback

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs



The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY

CORAL GABLES, FLORIDA 33134

4/4/2022

MIRACLE MILE RETAIL INVEST LLC

2631 PONCE DE LEON BLVD

CORAL GABLES, FL. 33134

7021 2720 0001 4959 2230

RE: 371 MIRACLE MILE

FOLIO # 03-4108-006-3581

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

Dear Property Owner:

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

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

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

Please govern yourself accordingly.

Sincerely,

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

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

Tracking Number:

Remove X

70212720000149592230

Copy

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

Latest Update

Your item was delivered to the front desk, reception area, or mail room at 11:45 am on April 11, 2022 in MIAMI, FL 33134.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Front Desk/Reception/Mail Room

MIAMI, FL 33134

April 11, 2022, 11:45 am

See All Tracking History

Feedback

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs



The City of Coral Gables

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

6/9/2022

MIRACLE MILE RETAIL INVEST LLC
2631 PONCE DE LEON BLVD
CORAL GABLES, FL 33134

7021 1970 0000 4016 1708

RE: 371 MIRACLE MILE
FOLIO # 03-4108-006-3581

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

Dear Property Owner:

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

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

Please govern yourself accordingly.

Sincerely,

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

Manuel Z. Lopez, P.E.
Building Official

Tracking Number:

Remove X

70211970000040161708

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

Latest Update

Your item was delivered to an individual at the address at 9:39 am on June 11, 2022 in MIAMI, FL 33134.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

MIAMI, FL 33134

June 11, 2022, 9:39 am

See All Tracking History

Feedback

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs



The City of Coral Gables

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

7/18/2022

*Sent via first class and
certified mail,
return receipt number:*

7021 1970 0000 4016 0039

Miracle Mile Retail Invest LLC
2631 Ponce de Leon Blvd.
Coral Gables, Fl. 33134

ADDRESS: 371 Coral Way
PROPERTY FOLIO: 03-4108-006-3581

Dear Property Owner:

This Department has received the Building Recertification Report ("Report"), prepared by the Professionals listed below, that you submitted for the above property address. Please note the Report indicates remedial repairs must be done to the structure in order for it to meet minimum requirements stipulated for continued occupancy as prescribed in the Miami-Dade County code, Section 8-11.

The Professional that completed the Structural Report is:

Angel S. Paredes
PE44096
8726 NW 25 Street, Suite 4
Doral, Fl. 33172
305-592-4538

The professional that completed the Electrical Report is:

Tomas C. Armstrong
PE17974
11535 SW 33 Terr.
Miami, Fl. 33165
305-551-0394

If you have any questions regarding this Report, please contact the original architect/engineer which prepared the Report.

The report from Angel S. Paredes from GNP Engineering Group, Inc. dated 6/20/2022 has been submitted indicating the building, although not suitable for recertification, "can continue to be occupied while recertification and repairs are ongoing" and does not "recommend that the building be vacated".

In addition, if repairs are not completed within 180 days of the date of this letter, the City may declare the structure unsafe and take emergency action, pursuant to Section 105-96 of the City Code, to order that the Structure be vacated and to secure the Structure by installing a fence around the perimeter of the Property ("Emergency Action"). Additionally, The City may request that Florida Power and Light, without any further notice, disconnect the power to the Structure. The City may impose a special assessment lien on the property for the cost of the corrective Emergency Action, pursuant to Section 105-98 of the City Code.

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

Once the repairs have been completed the original architect/engineer shall provide a follow-up Report and cover letter (s) indicating the structure is now recommended for recertification.

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

cc: Peter J Iglesias, P.E., City Manager
Chief Troy Easley, Fire Marshall
Miriam Soler Ramos, Esq., B.C.S., City Attorney
Cristina M. Suarez, Deputy City Attorney and City Prosecutor
Suramy Cabrera, P.E., Building Official
Warren Adams, Historical Resources and Cultural Arts Director
Martha Pantin, Communications & Public Affairs Division Director
Terri Sheppard, Code Enforcement Field Supervisor
Construction Regulation Board File

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 23-5521

vs.

Return receipt number:

MIRACLE MILE RETAIL INVEST LLC
2631 PONCE DE LEON BLVD.
CORAL GABLES, FL. 33134

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

Date: April 3, 2023

Re: 371 Coral Way, Coral Gables, Fl. 33134, LOTS 42 & 43 BLK 36, CORAL GABLES SEC. K, PB 8
PAGE 33, and Folio: 03-4108-006-3581 (Property”),

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-I 86(j)(13) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code.

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, 2nd Florida, Coral Gables, Florida 33134, on April 17, 2023, at 2:00 p.m.

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

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

City's Exhibit #6

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

Please govern yourself accordingly.



Virginia Goizueta
Secretary to the Board

ADA NOTICES

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

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

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

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

c.

Miracle Mile Retail Invest LLC
c/o William Kerdyk, Jr.
Registered Agent
2631 Ponce de Leon Blvd
Coral Gables, FL 33134-6002

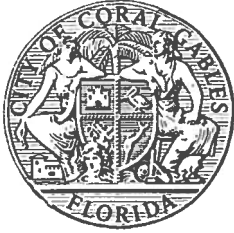
IberiaBank, a division of
First Horizon Bank
2109 Ponce de Leon Blvd
Coral Gables, FL 3313-5211

IberiaBank, a division of
First Horizon Bank
165 Madison Ave
Memphis, TN 38103-2723

Zoila del Hoyo Aguado, Corp.
333 NW 53 St, 415
Miami, FL 33127

Zoila del Hoyo Aguado, Corp.
1065 SW 8 St, PMB 5132
Miami, FL 33130-3601

Zoila del Hoyo Aguado, Corp.
c/o CT Corporation System
Registered Agent
1200 S. Pine Island Rd
Plantation, FL 33324-4413



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

①

Title of Document Posted: Notice of Pending Building Recertification

I, JOSE IGLESIAS, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 371 MIRACLE MILE, ON April 3rd, 2023, AT 9:16 AM.

JOSE IGLESIAS

Employee's Printed Name

[Signature]

Employee's Signature

STATE OF FLORIDA)

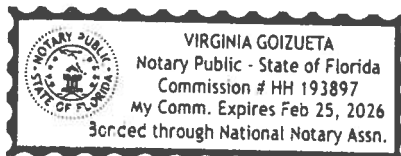
ss.

COUNTY OF MIAMI-DADE)

Sworn to (or affirmed) and subscribed before me this 3rd day of April, in the year 2023, by

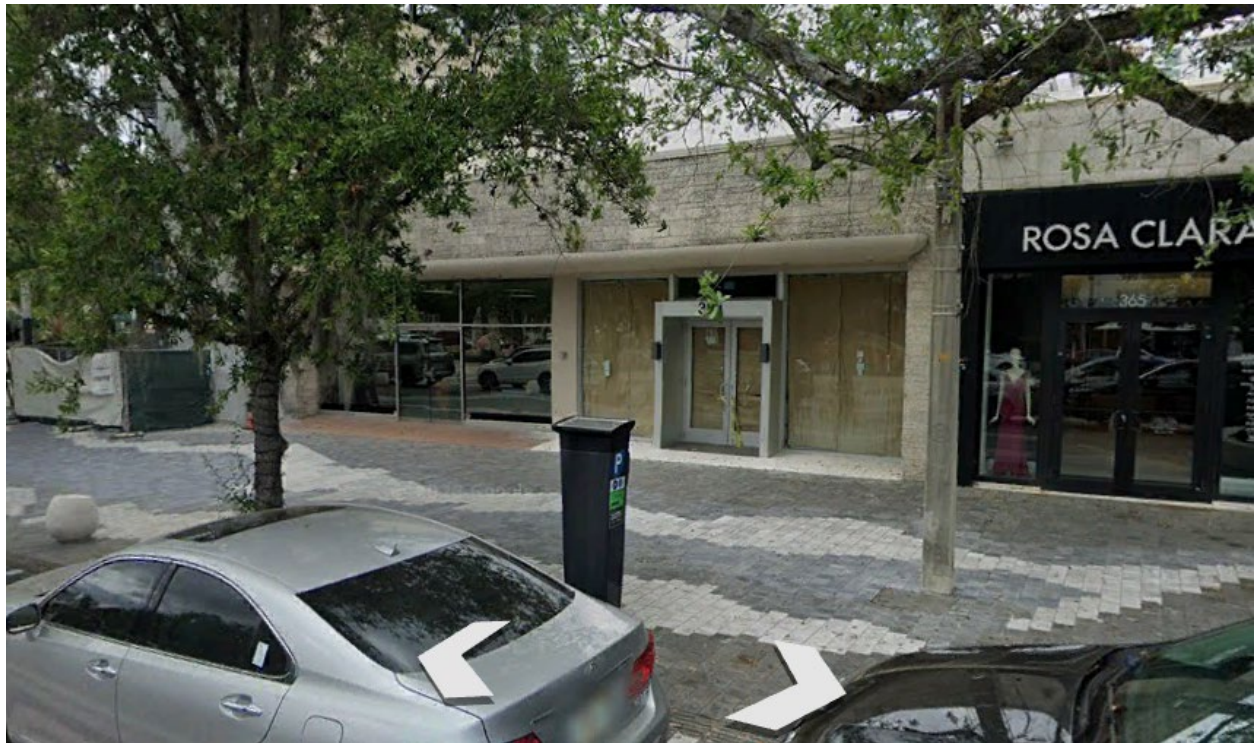
JOSE IGLESIAS who is personally known to me.

My Commission Expires:



[Signature]
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. 25-0021

vs.

Exemption number

MIRACLE MILE RETAIL INVEST LLC
2631 PONCE DE LEON BLVD
CORAL GABLES, FL 33134

7022 FWLD 0002 4334 5540

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

Date: April 3, 2025

Re: 371 Coral Way, Coral Gables, FL 33134, LOTS 42 & 43 BLK 36, CORAL GABLES SEC. 8, PD 3
PAID, 35, and Parcel 03-4308-006-0361 (Property).

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter III of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable to the City, pertaining to existing buildings. **The Structure is hereby declared unsafe** by the Building Official and is prohibited under the provisions of Section 8-11 of the City Code to failure to comply with the maintenance and rectification 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 Consolidated Chambers, City Hall, 405 Biscayne Way, 2nd Floor, Coral Gables, Florida 33134, on April 17, 2025, 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 on your absence. Please be advised that if someone other than an attorney will be attending the hearing on your behalf, he or she must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to: Secretary to Virginia Lamoreaux, the Board, at City of Coral Gables, Development Services Department, 405 Biscayne Way, 3rd Floor, Coral Gables, FL 33134, vglamoreaux@coralgables.com, tel: (305) 460-5200. The Development Services Department's hours are Monday through Friday, 9:30 a.m. to 5:30 p.m.

If the Required Action is not completed before the above hearing date, the Building Official may order that the structure be vacated, boarded, sealed, and posted (including but not limited to, requiring 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.

Prepared by and return to:
GILBERT A. CONTRERAS
Attorney at Law
Contreras & Camacho PA
141 Almeria Avenue
Coral Gables, FL 33134
786-594-0180
File Number: 16-115
Will Call No.:

Parcel Identification No. 03-4108-006-3581

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 29 day of April, 2016 between G.C.M.M., Inc., a Florida corporation whose post office address is 5195 SW 75 Street, Miami, FL 33143 of the County of Miami-Dade, State of Florida, grantor*, and Miracle Mile Retail Investment, LLC, a Florida limited liability company whose post office address is 2631 Ponce de Leon Blvd, Coral Gables, FL 33134 of the County of Miami-Dade, State of Florida, grantee*,

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:

Lots 42 and 43 in Block 36, CORAL GABLES SECTION K, according to the plat thereof as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.

Subject to taxes and assessments for 2016 and subsequent years, conditions, restrictions, easements and limitations of record, if any; provided this provision shall not be deemed to impose same; subject to zoning and other governmental regulations.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

City's Exhibit #9

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

Signed, sealed and delivered in our presence:

Witness Name: Gilbert A. Contreras

Witness Name: Naomi Gordo

G.C.M.M., Inc., a Florida corporation

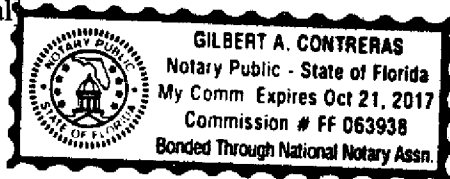
By: Beatriz Prende
Beatriz Prende, President

(Corporate Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 29 day of April, 2016 by Beatriz Prende, President of G.C.M.M., Inc., a Florida corporation, on behalf of the corporation. She ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



Notary Public

Printed Name: **Gilbert A. Contreras**

My Commission
Expires:

10/21/17

Prepared By/Return To:
SMGQ Law
1200 Brickell Avenue, Suite 950
Miami, FL 33131
Attn: Pablo S. Quesada, Esq.
(305) 377-1000

(ABOVE SPACE FOR RECORDER'S USE)

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING

by

MIRACLE MILE RETAIL INVESTMENT, LLC,
a Florida limited liability company,
as Mortgagor,

to and in favor of

IBERIABANK, a division of First Horizon Bank, a Tennessee state-chartered bank,
as Mortgagee

This document shall also serve as a "fixture filing" pursuant to Ch. 679.1021(1)(00) and
650.5021(1) and (2) Florida Statutes.

Mortgagor's Organizational Identification Number is 81-2080210.

**FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$4,900.00 AND
INTANGIBLE TAXES IN THE AMOUNT OF \$2,800.00 ARE BEING PAID UPON THE
RECORDATION OF THIS INSTRUMENT.**

**MORTGAGE, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

This Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing (the "Mortgage") is made as of the 10th day of February, 2022, by MIRACLE MILE RETAIL INVESTMENT, LLC, a Florida limited liability company (herein referred to as "Mortgagor"), whose address is 2631 Ponce de Leon Blvd., Coral Gables, Florida 33134, to IBERIABANK, a division of First Horizon Bank, a Tennessee state-chartered bank ("Lender" or "Mortgagee"), whose address is 2109 Ponce de Leon Blvd., Coral Gables, Florida 33134.

Preliminary Statements

Mortgagor and Lender have entered into a Term Loan Agreement of even date herewith (as the same may be amended or modified, the "Loan Agreement") pursuant to which Lender has agreed to loan to Mortgagor up to One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00) (the "Loan"). As a condition precedent to making the Loan, Lender has required that Mortgagor execute and deliver this Mortgage to Mortgagee.

Agreements

Now, therefore, in consideration of the agreements set forth in the Loan Agreement and the other Loan Documents and in order to induce Lender to make the Loan to Mortgagor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

**Article I
Definitions.**

As used in this Mortgage, capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement. In addition, the following additional terms shall have the meanings specified:

"Accessories" means all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies and other articles of personal property, of every kind and character, tangible and intangible, now owned or hereafter acquired by Mortgagor, which are now or hereafter attached to or situated in the Land or Improvements, or used in or necessary to the complete and proper construction or operation thereof, or acquired for use or installation in or on the Land or Improvements, and all Additions to the foregoing, all of which are hereby declared to be permanent accessions to the Land.

"Accounts" means all accounts of Mortgagor within the meaning of the Uniform Commercial Code of the State, arising out of the use, occupancy or enjoyment of the Property.

"Additions" means any and all alterations, additions, accessions and improvements to property, and renewals and replacements thereof.

“Casualty” means any act or occurrence of any kind or nature that results in damage, loss or destruction to the Property.

“Claim” means any liability, suit, action, claim, demand, loss, expense, penalty, fine, judgment or other cost of any kind or nature whatsoever, including fees, costs and expenses of attorneys, consultants, contractors and experts.

“Condemnation” means any taking of title to, use of, or any other interest in the Property under the exercise of the power of condemnation or eminent domain, whether temporarily or permanently, by any Governmental Authority or by any other Person acting under or for the benefit of a Governmental Authority.

“Condemnation Awards” means any and all judgments, awards of damages (including severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of Condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any Condemnation or threatened Condemnation.

“Construction Documents” means, collectively, (a) all contracts for services to be rendered, work to be performed or materials to be supplied in the development of the Land or the construction or repair of Improvements, including all agreements with architects, engineers or contractors for such services, work or materials; (b) all plans, drawings and specifications for the development of the Land or the construction or repair of Improvements; (c) all permits, licenses, variances and other rights or approvals issued by or obtained from any Governmental Authority or other Person in connection with the development of the Land or the construction or repair of Improvements; and (d) all amendments of or supplements to any of the foregoing.

“Default” means an event or circumstance which, with the giving of Notice or lapse of time, or both, would constitute a Default under the provisions of this Mortgage or in the Loan Agreement.

“Encumbrance” means any Lien, easement, right of way, roadway (public or private), condominium regime, cooperative housing regime, condition, covenant or restriction (including any condition, covenant or restriction imposed in connection with any condominium development or cooperative housing development), Lease or other matter of any nature that would affect title to the Property.

“Expenses” means all fees, charges, costs and expenses of any nature whatsoever incurred at any time and from time to time by Mortgagee in connection with the Loan, including without limitation, in exercising or enforcing any rights, powers and remedies provided in this Mortgage or any of the other Loan Documents, including attorneys’ fees.

“Insurance Proceeds” means the insurance claims under and the proceeds of any and all policies of insurance covering the Property or any part thereof, including all returned and unearned premiums with respect to any insurance relating to such Property, in each case whether now or hereafter existing or arising.

“Land” means the real property described in Exhibit A attached hereto and made a part hereof.

“Lien” means any mortgage, deed of trust, pledge, security interest, assignment, judgment, lien or charge of any kind, including any conditional sale or other title retention agreement, any lease in the nature thereof, and the filing of, or agreement to give, any financing statement under the Uniform Commercial Code of any jurisdiction.

“Mortgage” means this Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

“Mortgagee” means Lender and its successors and assigns.

“Net Proceeds”, when used with respect to any Condemnation Awards or Insurance Proceeds, means the gross proceeds from any Condemnation or Casualty remaining after payment of all expenses, including attorneys’ fees, incurred in the collection of such gross proceeds.

“Note” means the Promissory Note of even date herewith in the original principal amount of One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00) made by Mortgagor to the order of Lender, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified. The Maturity Date of the Note shall be as set forth in the Note.

“Notice” means a notice, request, consent, demand or other communication given in accordance with the provisions of the Loan Agreement.

“Obligations” means all present and future debts, obligations and liabilities of Mortgagor to Mortgagee arising pursuant to, and/or on account of, the provisions of this Mortgage, the Note, or any of the other Loan Documents, including the obligations: (a) to pay all principal, interest, late charges, prepayment premiums (if any) and other amounts due at any time under the Note; (b) to pay all Expenses, indemnification payments, fees and other amounts due at any time under this Mortgage or any of the other Loan Documents, together with interest thereon as herein or therein provided; (c) to pay and perform all obligations under any Interest Rate Swap or any letter of Credit; (d) to perform, observe and comply with all of the other terms, covenants and conditions, expressed or implied, which Mortgagor is required to perform, observe or comply with pursuant to this Mortgage or any of the other Loan Documents; (e) to pay and perform all future advances and other obligations that Mortgagor or any successor in ownership of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, when a writing evidences the parties’ agreement that the advance or obligation be secured by this Mortgage; and (f) all renewals, amendments, extensions and modifications of any of the foregoing.

“Permitted Encumbrances” means (a) any matters set forth in any policy of title insurance issued to Mortgagee and insuring Mortgagee’s interest in the Property which are acceptable to Mortgagee as of the date hereof, (b) the Liens and interests of this Mortgage, and (c) any other Encumbrance that Mortgagee shall expressly approve in its sole and absolute discretion, as evidenced by a “marked-up” commitment for title insurance initialed on behalf of Mortgagee.

“Personalty” means all personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, in which Mortgagor now has or hereafter acquires an interest and which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property, including (a) the Accessories; (b) the Accounts; (c) all franchise, license, management or other agreements with respect to the operation of the Real Property or the business conducted therein (provided all of such agreements shall be subordinate to this Mortgage, and Mortgagee shall have no responsibility for the performance of Mortgagor’s obligations thereunder) and all general intangibles (including payment intangibles, trademarks, trade names, goodwill, software and symbols) related to the Real Property or the operation thereof; (d) all sewer and water taps, appurtenant water stock or water rights, allocations and agreements for utilities, bonds, letters of credit, permits, certificates, licenses, guaranties, warranties, causes of action, judgments, Claims, profits, security deposits, utility deposits, and all rebates or refunds of fees, Taxes, assessments, charges or deposits paid to any Governmental Authority related to the Real Property or the operation thereof; (e) all of Mortgagor’s rights and interests under all Interest Rate Swap, including all rights to the payment of money from Mortgagee under any Interest Rate Swap and all accounts, deposit accounts and general intangibles, including payment intangibles, described in any Interest Rate Swap; (f) all insurance policies held by Mortgagor with respect to the Property or Mortgagor’s operation thereof; and (g) all money, instruments and documents (whether tangible or electronic) arising from or by virtue of any transactions related to the Property, and all deposits and deposit accounts of Mortgagor with Mortgagee related to the Property, including any such deposit account from which Mortgagor may from time to time authorize Mortgagee to debit and/or credit payments due with respect to the Loan; together with all Additions to and Proceeds of all of the foregoing.

“Proceeds” when used with respect to any of the Property, means all proceeds of such Property, including all Insurance Proceeds and all other proceeds within the meaning of that term as defined in the Uniform Commercial Code of the State.

“Property” means the Real Property and the Personalty and all other rights, interests and benefits of every kind and character which Mortgagor now has or hereafter acquires in, to or for the benefit of the Real Property and/or the Personalty and all other property and rights used or useful in connection therewith, including all Leases, all Rents, all Condemnation Awards, all Proceeds, and all of Mortgagor’s right, title and interest in and to all Construction Contracts.

“Property Assessments” means all Taxes, payments in lieu of taxes, water rents, sewer rents, assessments, condominium and owner’s association assessments and charges, maintenance charges and other governmental or municipal or public or private dues, charges and levies and any Liens (including federal tax liens) which are or may be levied, imposed or assessed upon the Property or any part thereof, or upon any Leases or any Rents, whether levied directly or indirectly or as excise taxes, as income taxes, or otherwise.

“Real Property” means the Land and Improvements, together with (a) all estates, title interests, title reversion rights, remainders, increases, issues, profits, rights of way or uses, additions, accretions, servitudes, strips, gaps, gores, liberties, privileges, water rights, water courses, alleys, passages, ways, vaults, licenses, tenements, franchises, hereditaments, appurtenances, easements, rights-of-way, rights of ingress or egress, parking rights, timber, crops, mineral interests and other rights, now or hereafter owned by Mortgagor and belonging or

appertaining to the Land or Improvements; (b) all Claims whatsoever of Mortgagor with respect to the Land or Improvements, either in law or in equity, in possession or in expectancy; (c) all estate, right, title and interest of Mortgagor in and to all streets, roads and public places, opened or proposed, now or hereafter adjoining or appertaining to the Land or Improvements; and (d) all options to purchase the Land or Improvements, or any portion thereof or interest therein, and any greater estate in the Land or Improvements, and all Additions to and Proceeds of the foregoing.

“Rents” means all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Property, or arising from the use or enjoyment of the Property, including all such amounts paid under or arising from any of the Leases and all fees, charges, accounts or other payments for the use or occupancy of rooms or other public facilities within the Real Property.

“State” means, for purposes of this Mortgage, the State of Florida.

“Taxes” means all taxes and assessments, whether general or special, ordinary or extraordinary, or foreseen or unforeseen, which at any time may be assessed, levied, confirmed or imposed by any Governmental Authority or any community facilities or other private district on Mortgagor or on any of its properties or assets or any part thereof or in respect of any of its franchises, businesses, income or profits.

“Transfer” means any direct or indirect sale, assignment, conveyance or transfer, including any contract or agreement to sell, assign, convey or transfer, whether made voluntarily or by operation of Law or otherwise, and whether made with or without consideration.

Article II Granting Clauses; Condition of Grant.

Section 2.1 Conveyances and Security Interests.

In order to secure the prompt payment and performance of the Obligations, including without limitation, any and all renewals, amendments, extensions and modifications thereof, Mortgagor (a) grants, bargains, sells, remises, releases, conveys, and confirms unto the Mortgagee, its legal representatives, administrators, successors, and assigns, paramount first mortgage interest in and to the Real Property of which the Mortgagor is now seized and possessed and in actual possession; (b) grants to Mortgagee a security interest in the Personalty; and (c) assigns to Mortgagee, and grants to Mortgagee a security interest in all Condemnation Awards and all Insurance Proceeds.

TO HAVE AND TO HOLD, the foregoing rights, interests, and properties, and all rights, estates, powers and privileges appurtenant thereto, unto the Mortgagee and Mortgagee’s successors or substitutes in this mortgage, and to Mortgagee’s successors and assigns, subject to the terms and provisions set forth herein.

All Persons who may have or acquire an interest in all or any part of the Property will be deemed to have notice of, and will be bound by, the terms of the Obligations and each other agreement or instrument made or entered into in connection with each of the Obligations.

Section 2.2 Assignment of Leases and Rents.

Mortgagor absolutely and unconditionally assigns the Leases and Rents to Mortgagee. This assignment is, and is intended to be, an unconditional, absolute and present assignment from Mortgagor to Mortgagee of all of Mortgagor's right, title and interest in and to the Leases and the Rents and not an assignment in the nature of a pledge of the Leases and Rents or the mere grant of a security interest therein. So long as no Default shall exist, however, and so long as Mortgagor is not in default in the performance of any obligation, covenant or agreement contained in the Leases, Mortgagor shall have a license (which license shall terminate automatically and without notice upon the occurrence of a Default or a default by Mortgagor under the Leases) to collect, but not prior to accrual, all Rents. Mortgagor agrees to collect and hold all Rents in trust for Mortgagee and to use the Rents for the payment of the cost of operating and maintaining the Property and for the payment of the other Obligations before using the Rents for any other purpose.

The assignments of Leases and Rents contained in this Mortgage are intended to provide Mortgagee with all of the rights and remedies of mortgagees pursuant to Section 697.07 of the Florida Statutes (hereinafter "Section 697.07"), as may be amended from time to time. However, in no event shall this reference diminish, alter, impair, or affect any other rights and remedies of Mortgagee, including but not limited to, the appointment of a receiver, nor shall any provision in this Section diminish, alter, impair or affect any rights or powers of the receiver in law or equity or as set forth herein. In addition, this assignment shall be fully operative without regard to value of the Property or without regard to the adequacy of the Property to serve as security for the Obligations owed by Mortgagor to Mortgagee, and shall be in addition to any rights arising under Section 697.07. Further, Mortgagor waives any rights under Section 697.07 to apply to a court to deposit the Rents into the registry of the court or such other depository as the court may designate.

To the extent the provisions of Section 697.07 are deemed by any arbiter having jurisdiction with respect to any claim or dispute related to this Mortgage to not be subject to waiver as provided herein or any of the above-noted provisions of the assignment of Leases provided for herein is otherwise deemed to be ineffective under applicable Law, the assignment of Leases provided for herein shall, notwithstanding same (and at a minimum), create a lien and security interest in favor of Mortgagor with respect to the Leases and Rents.

Section 2.3 Security Agreement, Fixture Filing and Financing Statement.

This Mortgage creates a security interest in the Personalty, and, to the extent the Personalty is not real property, this Mortgage constitutes a security agreement from Mortgagor to Mortgagee under the Uniform Commercial Code of the State. In addition to all of its other rights under this Mortgage and otherwise, Mortgagee shall have all of the rights of a secured party under the Uniform Commercial Code of the State, as in effect from time to time, or under the Uniform Commercial Code in force from time to time in any other state to the extent the same is applicable Law. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property and is to be filed for record in the real estate records of each county where any part of the Property (including such fixtures) is situated. This Mortgage shall also be effective as a financing statement with respect to any other Property as to which a security interest may be perfected by the filing of a financing statement and may be filed as such in any appropriate filing or recording office. The respective mailing addresses of Mortgagor and Mortgagee are set forth in the opening paragraph of this Mortgage. A carbon, photographic or

other reproduction of this Mortgage or any other financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in this Section. Mortgagor hereby irrevocably authorizes Mortgagee at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by applicable Law, reasonably required by Mortgagee to establish or maintain the validity, perfection and priority of the security interests granted in this Mortgage.

Section 2.4 Future Advances; Protection Of Property.

This Mortgage shall secure any additional loans as well as any and all present or future advances and readvances made by Lender to or for the benefit of Mortgagor or the Property (provided nothing herein will obligate Lender to make any further advances to or otherwise extend additional credit to or for the benefit of Mortgagor) to the fullest extent permitted by applicable law, including, without limitation: (a) principal, interest, late charges, fees and other amounts due under the Obligations or this Mortgage; (b) all advances by Lender to Mortgagor or any other person to pay costs of erection, construction, alteration, repair, restoration, maintenance and completion of any improvements on the Property; (c) all advances made or costs incurred by Lender for the payment of real estate taxes, assessments or other governmental charges, maintenance charges, insurance premiums, appraisal charges, environmental inspection, audit, testing or compliance costs, and costs incurred by Lender for the enforcement and protection of the Property or the lien of this Mortgage; (d) all legal fees, costs and other expenses incurred by Lender by reason of any default or otherwise in connection with the Obligations; and (e) as otherwise permitted pursuant to the Florida Statutes. The amount of the present Obligations secured hereby is \$1,400,000.00, and the maximum principal amount which may be secured hereby at any one time, including present and future advances and obligations, shall not exceed \$2,800,000.00, plus interest thereon (provided nothing herein obligates Lender to make any further advances to or otherwise extend additional credit to or for the benefit of the Mortgagor). The Obligations secured hereby shall not be required to be evidenced by a written instrument or notation.

Section 2.5 Release of Mortgage and Termination of Assignments and Financing Statements.

If and when Mortgagor has paid and performed all of the Obligations, and no further advances are to be made under the Loan Agreement, Mortgagee will provide a release of the Property from the lien of this Mortgage and termination statements for filed financing statements, if any, to Mortgagor. Mortgagor shall be responsible for the recordation of such release and the payment of any recording and filing costs. Upon the recording of such release and the filing of such termination statements, the absolute assignments set forth in Section 2.2 shall automatically terminate and become null and void.

Article III Representations and Warranties.

Mortgagor makes the following representations and warranties to Mortgagee:

Section 3.1 Title to Real Property.

Mortgagor (a) owns fee simple title to the Real Property, (b) owns all of the beneficial and equitable interest in and to the Real Property, and (c) is lawfully seized and possessed of an indefeasible estate in fee simple in, and warrants title to, the Real Property. Mortgagor has the right and authority to convey the Real Property. The Real Property is subject to no Encumbrances other than the Permitted Encumbrances.

Section 3.2 Title to Other Property.

Mortgagor has good title to the Personalty, and the Personalty is not subject to any Encumbrance other than the Permitted Encumbrances. None of the Leases, Rents or Construction Documents are subject to any Encumbrance other than the Permitted Encumbrances.

Section 3.3 Property Assessments.

The Real Property is assessed for purposes of Property Assessments as a separate and distinct parcel from any other property, such that the Real Property shall never become subject to the Lien of any Property Assessments levied or assessed against any property other than the Real Property.

Section 3.4 Independence of the Real Property.

The Real Property has been properly subdivided from all other property in accordance with the requirements of any applicable Governmental Authority.

Section 3.5 Leases and Tenants.

The Leases are valid and are in full force and effect, and Mortgagor is not in default under any of the terms thereof.

Article IV Affirmative Covenants.

Section 4.1 Obligations.

Mortgagor agrees to promptly pay and perform all of the Obligations, time being of the essence in each case.

Section 4.2 Property Assessments; Documentary Taxes.

Mortgagor (a) will promptly pay in full and discharge all Property Assessments, and (b) will furnish to Mortgagee, upon demand, the receipted bills for such Property Assessments prior to the day upon which the same shall become delinquent.

Section 4.3 Permitted Contests.

So long as no Default exists, Mortgagor may, in good faith, and at its cost and expense, contest the amount or validity thereof, or take other appropriate action with respect thereto, in good faith and in an appropriate manner or by appropriate proceedings; provided that (a) such proceedings operate to stay the collection of the Property Assessments or enforcement of the Law so contested, (b) there will be no sale, forfeiture or loss of the Property during the contest,

(c) Mortgagee is not subjected to any Claim as a result of such contest, and (d) Mortgagor provides assurances satisfactory to Mortgagee (including the establishment of an appropriate reserve account with Mortgagee) of its ability to pay such Property Assessments or comply with such Law in the event Mortgagor is unsuccessful in its contest. Each such contest shall be promptly prosecuted to final conclusion or settlement, and Mortgagor shall indemnify and save Mortgagee harmless against all Claims in connection therewith. Promptly after the settlement or conclusion of such contest or action, Mortgagor shall comply with such Law and/or pay and discharge the amounts which shall be levied, assessed or imposed or determined to be payable, together with all penalties, fines, interests, costs and expenses in connection therewith.

Section 4.4 Compliance with Laws.

Mortgagor will comply with and not violate, and cause to be complied with and not violated, all present and future Laws applicable to the Property and its use and operation.

Section 4.5 Maintenance and Repair of the Property.

Mortgagor, at Mortgagor's sole expense, will (a) keep and maintain the Improvements and Accessories in good condition, working order and repair, and (b) make all necessary or appropriate repairs and Additions to Improvements and Accessories, so that each part of the Improvements and all of the Accessories shall at all times be in good condition for the respective purposes for which they were originally intended.

Section 4.6 Additions to Security.

All right, title and interest of Mortgagor in and to all Improvements and Additions hereafter constructed or placed on the Property and in and to any Accessories hereafter acquired shall, without any further mortgage, conveyance, assignment or other act by Mortgagor, become subject to the Lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described in the granting clauses hereof. Mortgagor agrees, however, to execute and deliver to Mortgagee such further documents as may be required by the terms of the Loan Agreement and the other Loan Documents.

Section 4.7 Insurance.

(a) Mortgagor shall maintain, at its sole cost and expense, insurance, as required by Lender, to include, without limitation:

(b) "All Risk" insurance against casualty to the Property, including, but not limited to, fire, lightning, windstorm, hail, explosion, and riot. Such insurance shall name Lender as mortgagee and loss payee in accordance with Lender's insurance requirements. Unless otherwise agreed in writing by Lender, such insurance shall be for the full insurable value of the Property, and in a form otherwise satisfactory to Lender.

(c) Comprehensive general liability insurance on an "occurrence" basis against claims for "personal injury" liability and liability for death, bodily injury and damage to property, in limits satisfactory to Lender with respect to any one occurrence and the aggregate of all occurrences during any given annual policy period. Such insurance shall name Lender as an additional insured.

(d) Workers' compensation insurance for all employees of Mortgagor as required by Law.

(e) During any period of construction upon the Property, if any, Mortgagor shall maintain, or cause others to maintain, builder's risk insurance (non-reporting form) for one hundred percent (100%) of the full replacement cost of work in place and materials stored at or upon the Property.

(f) If at any time any portion of any structure on the Property is insurable against casualty by flood and is located in a Special Flood Hazard Area, as determined by Lender, a flood insurance policy in form and amount acceptable to Lender, as required by applicable Law.

(g) Loss of rental value insurance or business interruption insurance as required by Lender.

(h) Such other and further insurance as may be required from time to time by Lender.

In addition to the foregoing, Mortgagor shall cause the Contractor to provide and maintain comprehensive (commercial) general liability insurance and workers' compensation insurance for all employees of the Contractor.

All required insurance policies shall provide for not less than ten (10) days' prior written notice to the Mortgagee of any cancellation, amendment, termination, or lapse; and in all such insurance policies, Mortgagee shall be named as an additional insured or mortgagee/loss payee, as applicable. Each such policy shall, in addition, provide that there shall be no recourse against the Lender for payment of premiums or other amounts with respect thereto. Hazard insurance policies shall contain the agreement of the insurer that any loss thereunder shall be payable to the Mortgagee notwithstanding any action, inaction or breach of representation or warranty by the Mortgagor. The Mortgagor will deliver to Mortgagee original or duplicate policies of such insurance, or satisfactory certificates of insurance, and, as often as Mortgagee may reasonably request, a report of a reputable insurance broker with respect to such insurance. Any insurance proceeds received by Mortgagee shall be applied upon the indebtedness, liabilities and obligations of the Mortgagor to the Mortgagee (whether matured or unmatured), or, at Mortgagee's option, released to the Mortgagor.

Mortgagor acknowledges receiving Lender's insurance requirements. Each policy of insurance shall meet Lender's insurance requirements and be otherwise acceptable to Lender.

In case of Mortgagor's failure to keep the Property properly insured as required herein, Beneficiary, after notice to Mortgagor, at its option may (but shall not be required to) acquire such insurance as required herein at Mortgagor's sole expense.

Section 4.8 Adjustment of Condemnation and Insurance Claims.

Mortgagor shall give prompt Notice to Lender of any Casualty or any Condemnation or threatened Condemnation. Lender is authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any proceeding relating to any Condemnation or Casualty, and to make proof of loss for and to settle or compromise any claim in connection therewith, or to permit Mortgagor to do so. In such case, Lender shall have the right to receive all Condemnation Awards and Insurance Proceeds, and may deduct therefrom any or all of its Costs.

If any Condemnation Awards or Insurance Proceeds are paid to Mortgagor, Mortgagor shall receive the same in trust for Lender. Within ten (10) days after Mortgagor's receipt of any Condemnation Awards or Insurance Proceeds, Mortgagor shall deliver such awards or proceeds to Lender in the form in which they were received, together with any endorsements or documents that may be necessary to effectively negotiate or transfer the same to Lender. Mortgagor agrees to execute and deliver from time to time, upon the request of Lender, such further instruments or documents as may be requested by Lender to confirm the grant and assignment to Lender of any Condemnation Awards or Insurance Proceeds.

If no Default exists, Lender may permit Net Proceeds for the restoration of the Property if, in the reasonable judgment of Lender, (i) there has been no material adverse change in the financial viability of the construction or operation of the Improvements, (ii) the Net Proceeds, together with other funds deposited with Lender for that purpose, are sufficient to pay the cost of the restoration pursuant to a budget and plans and specifications approved by Lender, and (iii) the restoration can be completed prior to the final maturity of the Loan and prior to the date required by any Lease. Otherwise, Net Proceeds shall be utilized for payment of the Obligations. If Net Proceeds are to be utilized for the restoration of the Property, the Net Proceeds, together with any other funds deposited with Lender for that purpose, shall be deposited in an interest-bearing account with Lender, which account will be assigned to Lender as additional security for the Loan. The account will be opened, managed and controlled in a manner consistent with, and subject to, the provisions of the Loan Agreement. Disbursements of funds from the account will be made in a manner consistent with the requirements under this Agreement for the disbursement of Loan proceeds.

Section 4.9 Deposits.

Following the occurrence of a Default, Mortgagor shall, upon demand by Lender, pay to Lender monthly, on the same date payments are due under the Note, a sum (herein "Funds") equal to one-twelfth of the yearly Property Assessments which may attain priority over this Mortgage and premiums for insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held by Lender, and Lender shall apply the Funds to pay said Property Assessments and insurance costs, as and when they shall be due and payable. The Funds are pledged as additional security for the sums secured by this Mortgage. If the amount of the Funds held by Lender shall not be sufficient to pay Property Assessments and insurance costs, when due, Mortgagor shall pay to Lender any amount necessary to make up the deficiency within fifteen (15) days from the date notice is mailed by Lender to Mortgagor requesting payment thereof. Upon payment in full of all Obligations, all Funds then held by Lender shall be returned to Mortgagor.

Article V Negative Covenants.

Section 5.1 Encumbrances.

Mortgagor will not permit any of the Property to become subject to any Encumbrance other than the Permitted Encumbrances. Within thirty (30) days after the filing of any mechanic's lien or other Lien or Encumbrance against the Property, Mortgagor will promptly discharge the same by payment or filing a bond or otherwise as permitted by Law. So long as Mortgagee's security

has been protected by the filing of a bond or otherwise in a manner satisfactory to Mortgagee in its sole and absolute discretion, Mortgagor shall have the right to contest in good faith any Claim, Lien or Encumbrance, provided that Mortgagor does so diligently and without prejudice to Mortgagee, or delay in completing construction of the Improvements. Mortgagor shall give Mortgagee Notice of any default under any Lien and Notice of any foreclosure or threat of foreclosure with respect to any of the Property.

Section 5.2 Transfer of the Property.

Mortgagor will not Transfer, or contract to Transfer, all or any part of the Property or any legal or beneficial interest therein (except for certain Transfers of the Accessories expressly permitted in this Mortgage). The Transfer of any ownership interest in Mortgagor, (whether in one or more transactions during the term of the Loan) shall be deemed to be a prohibited Transfer of the Property and shall be of no force or effect.

Section 5.3 Removal, Demolition or Alteration of Accessories and Improvements.

Except to the extent permitted by the following sentence, no Improvements or Accessories shall be removed, demolished or materially altered without the prior written consent of Mortgagee. Mortgagor may remove and dispose of, free from the Lien of this Mortgage, such Accessories as from time to time become worn out or obsolete, provided that, either (a) at the time of, or prior to, such removal, any such Accessories are replaced with other Accessories which are free from Liens other than Permitted Encumbrances and have a value at least equal to that of the replaced Accessories (and by such removal and replacement Mortgagor shall be deemed to have subjected such Accessories to the Lien of this Mortgage), or (b) so long as a prepayment may be made without the imposition of any premium pursuant to the Note, such Accessories are sold at fair market value for cash and the net cash proceeds received from such disposition are paid over promptly to Mortgagee to be applied to the prepayment of the principal of the Loan.

Section 5.4 Additional Improvements.

Mortgagor will not construct any Improvements other than those presently on the Land and those described in the Loan Agreement without the prior written consent of Mortgagee. Mortgagor will complete and pay for, within a reasonable time, any Improvements which Mortgagor is permitted to construct on the Land. Mortgagor will construct and erect any permitted Improvements (a) strictly in accordance with all applicable Laws and any private restrictive covenants, (b) entirely on lots or parcels of the Land, (c) so as not to encroach upon any easement or right of way or upon the land of others, and (d) wholly within any building restriction and setback lines applicable to the Land.

Section 5.5 Restrictive Covenants, Zoning, etc.

Without the prior written consent of Mortgagee, Mortgagor will not initiate, join in, or consent to any change in, any restrictive covenant, easement, zoning ordinance, or other public or private restrictions limiting or defining the uses which may be made of the Property. Mortgagor (a) will promptly perform and observe, and cause to be performed and observed, all of the terms and conditions of all agreements affecting the Property, and (b) will do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of, or constituting any portion of, the Property.

Article VI
Events of Default.

The occurrence or happening, from time to time, of a Default under the Loan Agreement shall constitute a Default under this Mortgage.

Article VII
Rights and Remedies.

Upon the happening of any Default, Mortgagee shall have the right, in addition to any other rights or remedies available to Mortgagee under any of the Loan Documents or applicable Law, to exercise any one or more of the following rights, powers or remedies:

Section 7.1 Acceleration.

Mortgagee may accelerate all Obligations under the Loan Documents whereupon such Obligations shall become immediately due and payable, without notice of default, notice of acceleration or intention to accelerate, presentment or demand for payment, protest, notice of protest, notice of nonpayment or dishonor, or notices or demands of any kind or character (all of which are hereby waived by Mortgagor).

Section 7.2 Foreclosure; Power of Sale.

Upon the occurrence of a Default, Lender shall have the right to (a) elect to foreclose this Mortgage pursuant to a judicial foreclosure action, in whole or in part; or (b) take such other action at law, equity or by contract for the enforcement of this Mortgage and realization on the security herein or elsewhere provided for, as the law may allow. In any action or proceeding to foreclose this Mortgage or to collect the sums secured hereby, Lender may proceed therein to final judgment and execution for the entire unpaid balance of the Obligations, together with all future advances and any other sums due by Mortgagor in accordance with the provisions of this Mortgage (together with interest from the date of default at the Default Rate as set forth in the Note) and all expenses of sale and of all proceedings in connection therewith, including reasonable attorneys' costs and fees including title search fees for the purpose of determining necessary parties to the foreclosure. The unpaid balance of any judgment shall bear interest at the greater of (a) the statutory rate provided for judgments, or (b) the Default Rate. The proceeds of sale shall be applied in accordance with this Mortgage, and the Mortgagee shall be entitled to seek a deficiency judgment against the Mortgagor to enforce payment of any and all Obligations then remaining due and unpaid, together with interest thereon, and to recover a judgment against the Mortgagor therefor, which judgment shall bear interest at the Default Rate.

The Mortgagee is authorized to foreclose this Mortgage subject to the rights of any tenants of the Property, or Mortgagee may elect which tenants Mortgagee desires to name as parties defendant in such foreclosure and failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted by the Mortgagor to be, a defense to any proceedings instituted by the Mortgagee to collect the unpaid Obligations or to collect any deficiency remaining unpaid after the foreclosure sale of the Property.

Section 7.3 Judicial Action.

Mortgagee shall have the right from time to time to sue Mortgagor for any sums (whether interest, damages for failure to pay principal or any installments thereof, taxes, or any other sums required to be paid under the terms of this Mortgage, as the same become due), without regard to whether or not any of the other Obligations shall be due, and without prejudice to the right of Mortgagee thereafter to enforce any appropriate remedy against Mortgagor, including an action of foreclosure or an action for specific performance, for a Default or Default existing at the time such earlier action was commenced.

Section 7.4 Collection of Rents.

Upon the occurrence of a Default, the license granted to Mortgagor to collect the Rents shall be automatically and immediately revoked, without further notice to or demand upon Mortgagor. Mortgagee may, but shall not be obligated to, perform any or all obligations of the landlord under any or all of the Leases, and Mortgagee may, but shall not be obligated to, exercise and enforce any or all of Mortgagor's rights under the Leases. Without limitation to the generality of the foregoing, Mortgagee may notify the tenants under the Leases that all Rents are to be paid to Mortgagee, and following such notice all Rents shall be paid directly to Mortgagee and not to Mortgagor or any other Person other than as directed by Mortgagee, it being understood that a demand by Mortgagee on any tenant under the Leases for the payment of Rent shall be sufficient to warrant payment by such tenant of Rent to Mortgagee without the necessity of further consent by Mortgagor. Mortgagor hereby irrevocably authorizes and directs the tenants under the Leases to pay all Rents to Mortgagee instead of to Mortgagor, upon receipt of written notice from Mortgagee, without the necessity of any inquiry of Mortgagor and without the necessity of determining the existence or non-existence of a Default. Mortgagor hereby appoints Mortgagee as Mortgagor's attorney-in-fact with full power of substitution, which appointment shall take effect upon the occurrence of a Default and is coupled with an interest and is irrevocable prior to the full and final payment and performance of the Obligations, in Mortgagor's name or in Mortgagee's name: (a) to endorse all checks and other instruments received in payment of Rents and to deposit the same in any account selected by Mortgagee; (b) to give receipts and releases in relation thereto; (c) to institute, prosecute and/or settle actions for the recovery of Rents; (d) to modify the terms of any Leases including terms relating to the Rents payable thereunder; (e) to cancel any Leases; (f) to enter into new Leases; and (g) to do all other acts and things with respect to the Leases and Rents which Mortgagee may deem necessary or desirable to protect the security for the Obligations. Any Rents received shall be applied first to pay all Expenses and next in reduction of the other Obligations. Mortgagor shall pay, on demand, to Mortgagee, the amount of any deficiency between (i) the Rents received by Mortgagee, and (ii) all Expenses incurred together with interest thereon as provided in the Loan Agreement and the other Loan Documents.

Section 7.5 Taking Possession or Control of the Property.

As a matter of right without regard to the adequacy of the security, or the solvency or insolvency of the Mortgagor, Mortgagee shall be entitled as a matter of strict right, upon application to a court of competent jurisdiction, to the immediate appointment of a receiver for all or any part of the Property and the Rents, whether such receivership may be incidental to a proposed foreclosure or sale of the Property or otherwise, and Mortgagor hereby consents to the appointment of such a receiver and agrees that such receiver shall have all of the rights and powers

granted to Mortgagee pursuant to Section 7.4, and all rights and powers provided for under applicable Florida Law. The third-party expenses, including receiver's fees, attorneys' fees, costs and agent's commission incurred pursuant to the powers contained in this Section 7.5, together with interest thereon at the Default Rate under the Note, shall be secured hereby and shall be due and payable by Mortgagor immediately without notice or demand. Notwithstanding the appointment of any receiver or other custodian, Mortgagee shall be entitled as pledgee to the possession and control of any cash or deposits at the time held by, payable, or deliverable under the terms of this Mortgage to the Mortgagee, and the Mortgagee shall have the right to offset the unpaid Obligations against any such cash or deposits in such order as Mortgagee may elect. In addition, and with or without the appointment of a receiver, or an application therefor, Mortgagee may (a) enter upon, and take possession of (and Mortgagor shall surrender actual possession of), the Property or any part thereof, without notice to Mortgagor and without bringing any legal action or proceeding, or, if necessary by force, legal proceedings, ejectment or otherwise, and (b) remove and exclude Mortgagor and its agents and employees therefrom.

Section 7.6 Management of the Property.

Upon obtaining possession of the Property or upon the appointment of a receiver as described in Section 7.4, Mortgagee or the receiver, as the case may be, may, at its sole option, (a) make all necessary or proper repairs and Additions to or upon the Property, and (b) operate, maintain, control, make secure and preserve the Property, and (c) complete the construction of any unfinished Improvements on the Property and, in connection therewith, continue any and all outstanding contracts for the erection and completion of such Improvements and make and enter into any further contracts which may be necessary, either in its own name or in the name of Mortgagor (the costs of completing such Improvements shall be Expenses secured by this Mortgage and shall accrue interest as provided in the Loan Agreement and the other Loan Documents). Mortgagee or such receiver shall be under no liability for, or by reason of, any such taking of possession, entry, holding, removal, maintaining, operation or management, except for gross negligence or willful misconduct. The exercise of the remedies provided in this Section shall not cure or waive any Default, and the enforcement of such remedies, once commenced, shall continue for so long as Mortgagee shall elect, notwithstanding the fact that the exercise of such remedies may have, for a time, cured the original Default.

Section 7.7 Uniform Commercial Code.

Mortgagee may proceed under the Uniform Commercial Code as to all or any part of the Personalty, and in conjunction therewith may exercise all of the rights, remedies and powers of a secured creditor under the Uniform Commercial Code. Upon the occurrence of any Default, Mortgagor shall assemble all of the Accessories and make the same available within the Improvements. Any notification required by the Uniform Commercial Code shall be deemed reasonably and properly given if sent in accordance with the Notice provisions of this Mortgage at least ten (10) days before any sale or other disposition of the Personalty. Disposition of the Personalty shall be deemed commercially reasonable if made pursuant to a public sale advertised at least twice in a newspaper of general circulation in the community where the Property is located. It shall be deemed commercially reasonable for the Mortgagee to dispose of the Personalty without giving any warranties as to the Personalty and specifically disclaiming all disposition warranties.

Section 7.8 Application of Proceeds.

Unless otherwise provided by applicable Law, all proceeds from the sale of the Property or any part thereof pursuant to the rights and remedies set forth in this Article VII and any other proceeds received by Mortgagee from the exercise of any of its other rights and remedies hereunder or under the other Loan Documents shall be applied first to pay all Expenses and next in reduction of the other Obligations, in such manner and order as Mortgagee may elect.

Section 7.9 Remedies Cumulative and Concurrent.

No right, power or remedy of Mortgagee as provided in this Mortgage or the other Loan Documents is intended to be exclusive of any other right, power, or remedy of Mortgagee, but each and every such right, power and remedy shall be cumulative and concurrent and in addition to any other right, power or remedy available to Mortgagee now or hereafter existing at law or in equity and may be pursued separately, successively or together against Mortgagor or any endorser, co-maker, surety or guarantor of the Obligations, or the Property or any part thereof, or any one or more of them, at the sole discretion of Mortgagee. The failure of Mortgagee to exercise any such right, power or remedy shall in no event be construed as a waiver or release thereof.

Section 7.10 Waiver, Delay or Omission.

No waiver of any Default hereunder shall extend to or affect any subsequent or any other Default then existing, or impair any rights, powers or remedies consequent thereon, and no delay or omission of Mortgagee to exercise any right, power or remedy shall be construed to waive any such Default or to constitute acquiescence therein.

Section 7.11 Credit of Mortgagee.

To the maximum extent permitted by Applicable Law, upon any sale made under or by virtue of this Mortgage, Mortgagee may bid for and acquire the Property, or any part thereof, and in lieu of paying cash therefor may apply to the purchase price, any portion of or all of the unpaid Obligations in such order as Mortgagee may elect.

Section 7.12 Sale.

Any sale or sales made under or by virtue of this Mortgage shall operate to divest all the estate, right, title, interest, claim and demand whatsoever at law or in equity, of the Mortgagor and all Persons, except tenants pursuant to Leases approved by Mortgagee, claiming by, through or under Mortgagor in and to the properties and rights so sold, whether sold to Mortgagee or to others.

Section 7.13 Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, seizure of the Property by any Governmental Authority, or other judicial proceedings affecting the Mortgagor, any Guarantor, any endorser, co-maker, surety, or guarantor of the Obligations, or any of their respective properties, the Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claim allowed in such proceedings for the entire unpaid Obligations at the date of the institution of such proceedings, and for any additional amounts which may become due and payable after such date.

Section 7.14 Waiver of Redemption, Notice, Marshalling, Etc.

Mortgagor hereby waives and releases, for itself and anyone claiming through, by, or under it, to the maximum extent permitted by applicable Law:

(i) all benefit that might accrue to Mortgagor by virtue of any present or future law exempting the Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, except to the extent required by applicable law in connection with seeking a deficiency judgment,

(ii) unless specifically required herein, all notices of a Default, or Mortgagee's actual exercise of any remedy under the Loan Documents, or otherwise, and

(iii) any right to have the Property marshalled.

Section 7.15 Application of Proceeds.

The proceeds of any sale of all or any portion of the Property shall be applied by Mortgagee first, to the payment of receiver's fees and expenses, if any, and to the payment of all third-party costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) actually incurred by Mortgagee, together with interest thereon at the default rate under the Note from the date so incurred, in connection with any entry, action or proceeding under this Article and, second, in such order as Mortgagee may elect, to the payment of the Obligations. Mortgagor shall be and remain liable to Mortgagee for any difference between the net proceeds of sale and the amount of the Obligations until all of the Obligations have been paid in full.

Section 7.16 Discontinuance of Proceedings.

If Mortgagee shall have proceeded to enforce any right under any Loan Document and such proceedings shall have been discontinued or abandoned for any reason, then except as may be provided in any written agreement between Mortgagor and Mortgagee providing for the discontinuance or abandonment of such proceedings, Mortgagor and Mortgagee shall be restored to their former positions and the rights, remedies and powers of Mortgagee shall continue as if no such proceedings had been instituted.

Section 7.17 Other Remedies.

Mortgagee shall have the right from time to time to protect, exercise and enforce any legal or equitable remedy against Mortgagor provided under the Loan Documents or by applicable Laws.

Article VIII Miscellaneous.

Section 8.1 Rights, Powers and Remedies Cumulative.

Each right, power and remedy of Mortgagee as provided for in this Mortgage, or in any of the other Loan Documents or now or hereafter existing by Law, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage, or in

any of the other Loan Documents or now or hereafter existing by Law, and the exercise or beginning of the exercise by Mortgagee of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by Mortgagee of any or all such other rights, powers or remedies.

Section 8.2 No Waiver by Mortgagee.

No course of dealing or conduct by or among Mortgagee and Mortgagor shall be effective to amend, modify or change any provisions of this Mortgage or the other Loan Documents. No failure or delay by Mortgagee to insist upon the strict performance of any term, covenant or agreement of this Mortgage or of any of the other Loan Documents, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Mortgagee from exercising any such right, power or remedy at any later time or times. By accepting payment after the due date of any of the Obligations, Mortgagee shall not be deemed to waive the right either to require prompt payment when due of all other Obligations, or to declare a Default for failure to make prompt payment of any such other Obligations. Neither Mortgagor nor any other Person now or hereafter obligated for the payment of the whole or any part of the Obligations shall be relieved of such liability by reason of (a) the failure of Mortgagee to comply with any request of Mortgagor or of any other Person to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage, or (b) any agreement or stipulation between any subsequent owner or owners of the Property and Mortgagee, or (c) Mortgagee's extending the time of payment or modifying the terms of this Mortgage or any of the other Loan Documents without first having obtained the consent of Mortgagor or such other Person. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate Lien on the Property, Mortgagee may release any Person at any time liable for any of the Obligations or any part of the security for the Obligations and may extend the time of payment or otherwise modify the terms of this Mortgage or any of the other Loan Documents without in any way impairing or affecting the Lien of this Mortgage or the priority of this Mortgage over any subordinate Lien. The holder of any subordinate Lien shall have no right to terminate any Lease regardless of whether or not such Lease is subordinate to this Mortgage. Mortgagee may resort to the security or collateral described in this Mortgage or any of the other Loan Documents in such order and manner as Mortgagee may elect in its sole discretion.

Section 8.3 Waivers and Agreements Regarding Remedies.

To the full extent Mortgagor may do so, Mortgagor hereby:

(a) agrees that it will not at any time plead, claim or take advantage of any Laws now or hereafter in force exempting the Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any appraisal, valuation, stay, extension or redemption, and waives and releases all rights of redemption (including statutory and equitable rights of redemption), valuation, appraisal, stay of execution, extension and notice of election to accelerate the Obligations;

(b) waives all rights to a marshalling of the assets of Mortgagor, including the Property, or to a sale in the inverse order of alienation in the event of a foreclosure of the Property, and agrees not to assert any right under any Law pertaining to the marshalling of assets, the sale in inverse order of alienation, the exemption of homestead, the administration of estates of

decedents, or other matters whatsoever to defeat, reduce or affect the right of Mortgagee under the terms of this Mortgage to a sale of the Property without any prior or different resort for collection, or the right of Mortgagee to the payment of the Obligations out of the proceeds of sale of the Property in preference to every other claimant whatsoever;

(c) waives any right to bring or utilize any defense, counterclaim or setoff, other than one which denies the existence or sufficiency of the facts upon which any foreclosure action is grounded. If any defense, counterclaim or setoff, other than one permitted by the preceding clause, is timely raised in a foreclosure action, such defense, counterclaim or setoff shall be dismissed. If such defense, counterclaim or setoff is based on a Claim which could be tried in an action for money damages, such Claim may be brought in a separate action which shall not thereafter be consolidated with the foreclosure action. The bringing of such separate action for money damages shall not be deemed to afford any grounds for staying the foreclosure action; and

(d) waives and relinquishes any and all rights and remedies which Mortgagor may have or be able to assert by reason of the provisions of any applicable Laws, pertaining to the rights and remedies of sureties.

Section 8.4 Successors and Assigns.

All of the grants, covenants, terms, provisions and conditions of this Mortgage shall run with the Land and shall apply to and bind the successors and assigns of Mortgagor (including any permitted subsequent owner of the Property), and inure to the benefit of Mortgagee, its successors and assigns.

Section 8.5 No Warranty by Mortgagee.

By inspecting the Property or by accepting or approving anything required to be observed, performed or fulfilled by Mortgagor or to be given to Mortgagee pursuant to this Mortgage or any of the other Loan Documents, Mortgagee shall not be deemed to have warranted or represented the condition, sufficiency, legality, effectiveness or legal effect of the same, and such acceptance or approval shall not constitute any warranty or representation with respect thereto by Mortgagee.

Section 8.6 Amendments.

This Mortgage may not be modified or amended except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

Section 8.7 Severability.

In the event any one or more of the provisions of this Mortgage or any of the other Loan Documents shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any other respect, or in the event any one or more of the provisions of the Loan Documents operates or would prospectively operate to invalidate this Mortgage or any of the other Loan Documents, then and in either of those events, at the option of Mortgagee, such provision or provisions only shall be deemed null and void and shall not affect the validity of the remaining Obligations, and the remaining provisions of the Loan Documents shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

Section 8.8 Notices.

All Notices required or which any party desires to give hereunder or under any other Loan Document shall be in writing and, unless otherwise required by applicable Law or otherwise specifically provided in such other Loan Document, shall be deemed sufficiently given or furnished if given in accordance with the provisions of the Loan Agreement.

Section 8.9 Joint and Several Liability.

If Mortgagor consists of two (2) or more Persons, the term “Mortgagor” shall also refer to all Persons signing this Mortgage as Mortgagor, and to each of them, and all of them are jointly and severally bound, obligated and liable hereunder. Mortgagee may release, compromise, modify or settle with any of Mortgagor, in whole or in part, without impairing, lessening or affecting the obligations and liabilities of the others of Mortgagor hereunder or under the Note. Any of the acts mentioned aforesaid may be done without the approval or consent of, or notice to, any of Mortgagor.

Section 8.10 Rules of Construction.

The words “hereof”, “herein”, “hereunder”, “hereto”, and other words of similar import refer to this Mortgage in its entirety. The terms “agree” and “agreements” mean and include “covenant” and “covenants”. The words “include” and “including” shall be interpreted as if followed by the words “without limitation”. The headings of this Mortgage are for convenience of reference only and shall not be considered a part hereof and are not in any way intended to define, limit or enlarge the terms hereof. All references (a) made in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, (b) made in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, (c) to the Loan Documents are to the same as extended, amended, restated, supplemented or otherwise modified from time to time unless expressly indicated otherwise, (d) to the Land, Improvements, Personalty, Real Property or Property shall mean all or any portion of each of the foregoing, respectively, and (e) to Articles or Sections are to the respective Articles or Sections contained in this Mortgage unless expressly indicated otherwise. Any term used or defined in the Uniform Commercial Code of the State, as in effect from time to time, which is not defined in this Mortgage shall have the meaning ascribed to that term in the Uniform Commercial Code of the State. If a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term shall have the meaning specified in Article 9.

Section 8.11 Governing Law.

This Mortgage shall be construed, governed and enforced in accordance with the Laws in effect from time to time in the State of Florida.

Section 8.12 Time of Essence.

It is specifically agreed that time is of the essence as to all matters provided for in this Mortgage.

Section 8.13 Survival of Warranties and Covenants.

The warranties, representations, covenants and agreements set forth in this Mortgage shall survive the making of the Loan and the execution and delivery of the Note, and shall continue in full force and effect until all of the Obligations shall have been paid and performed in full and the Mortgage released of record.

Section 8.14 Entire Agreement.

The Loan Documents constitute the entire understanding and agreement between Mortgagor and Mortgagee with respect to the transactions arising in connection with the Loan, and supersede all prior written or oral understandings and agreements between Mortgagor and Mortgagee with respect to the matters addressed in the Loan Documents. In particular, and without limitation, the terms of any commitment by Mortgagee to make the Loan are merged into the Loan Documents. Except as incorporated in writing into the Loan Documents, there are no representations, understandings, stipulations, agreements or promises, oral or written, with respect to the matters addressed in the Loan Documents.

Section 8.15 WAIVER OF JURY TRIAL.

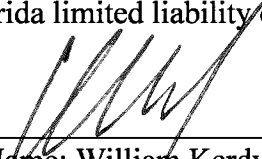
MORTGAGOR AND MORTGAGEE HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, DEFENSE OR COUNTERCLAIM BASED ON THIS MORTGAGE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, THE NOTE, OR ANY OTHER SECURITY DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY SECURITY DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGOR AND MORTGAGEE ENTERING INTO THE SUBJECT TRANSACTION.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed *under seal* as of the day and year first written above.

MORTGAGOR:

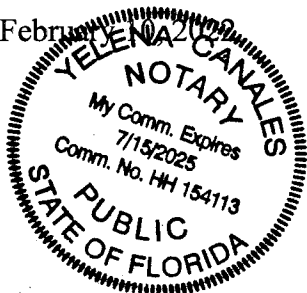
**MIRACLE MILE RETAIL
INVESTMENT, LLC,**
a Florida limited liability company

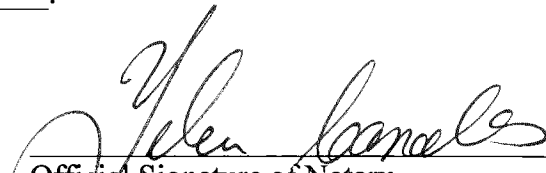
By: 
Name: William Kerdyk, Jr.
Title: Manager

STATE OF FLORIDA, COUNTY OF MIAMI-DADE:

I certify that the following person personally appeared before me by means of physical presence, this day, acknowledging to me that _____ voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:
Manager

Date: February 10, 2022




Official Signature of Notary
Yelena Canales
Notary's printed or typed name, Notary Public

My Commission Expires: _____

Exhibit A

Legal Description

LOTS 42 AND 43 IN BLOCK 36, CORAL GABLES SECTION K, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 33, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Address: 369-371 Miracle Mile, Coral Gables, FL 33134

Folio: 03-4108-006-3581

 [BankFind Suite Home](#)

[Back to Search Results](#)

First Horizon Bank



Institution Details

Data as of 03/17/2023



FDIC Insured
Since 01/01/1934

FDIC Cert #
4977

Established
01/01/1864

Bank Charter Class
State Chartered Banks, member of the Federal Reserve System (FRS)

Primary Federal Regulator
Federal Reserve Board

Secondary Federal Regulator
CFPB

Main Office Address

165 Madison Ave
Memphis, TN 38103

Primary Website
www.firsthorizon.com

Locations
425 domestic locations: 12 states and 0 territories.
0 in foreign locations.

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

Consumer Assistance
[Federal Reserve Consumer Help](#)

Contact the FDIC
[Questions about Bank Information](#)

Get additional detailed information by selecting from the following:

[Locations](#)

[History](#)

[Institution Profile](#)

[Other Names](#)

425 Branch Offices

Hide 

Results

25 



1

2

3

4

5

...

17



Page #

Go

Address

165 Madison

First
Horizon

Ave

Memphis

Shelby

TN

3319

Main Office

Branch Number		Branch Name		Branch Address				Branch Location	
Branch Number		Bank	Branch Name	Address	City	State	Zip	County	Region
205902	1	Bank of America	Collierville Branch	1182 West Poplar Avenue Collierville, TN 38017	Collierville	Shelby	TN	38017	E
205903	2		Germantown Branch	7640 Popular Avenue Germantown, TN 38138	Germantown	Shelby	TN	38138	E
205904	3		Orange Mound Branch	2284 Lamar Avenue Memphis, TN 38114	Memphis	Shelby	TN	38114	E
205906	5		Raleigh Branch	3225 Austin Peay Highway Memphis, TN 38128	Memphis	Shelby	TN	38128	E
205910	9		Berclair Branch	4330 Summer Avenue Memphis, TN 38122	Memphis	Shelby	TN	38122	E
205911	10		Crosstown Branch	1338 Union Avenue Memphis, TN 38104	Memphis	Shelby	TN	38104	E
205912	11		Watkins-Frayser Branch	3391 North Watkins Street Memphis, TN 38127	Memphis	Shelby	TN	38127	E
205916	15	Bank of America	Poplar-Plaza Branch	3409 Poplar Avenue Memphis, TN 38111	Memphis	Shelby	TN	38111	E
205917	16		South Main Branch	1000 South Main Street Memphis, TN 38103	Memphis	Shelby	TN	38103	E

205919	18	East Poplar Branch	4990 Poplar Avenue Memphis, TN 38117	Memphis	Shelby	TN	E
205923	22	Millington Branch	5052 Navy Road Millington, TN 38053	Millington	Shelby	TN	E
205925	24	Parkway Village Branch	3180 Perkins Road Memphis, TN 38118	Memphis	Shelby	TN	E
205931	30	Laurelwood Branch	4655 Poplar Avenue Memphis, TN 38117	Memphis	Shelby	TN	E
205939	38	Kirby Woods Branch	1845 Kirby Parkway Germantown, TN 38138	Germantown	Shelby	TN	E
205941	40	Stage Road Branch	5931 Stage Road Bartlett, TN 38134	Bartlett	Shelby	TN	E
5871	56	Jonesborough Branch	401 West Jackson Blvd Jonesborough, TN 37659	Jonesborough	Washington	TN	E
10490	63	Kingsport Branch	235 East Center Street Kingsport, TN 37660	Kingsport	Sullivan	TN	E
237877	68	State Street Branch	800 State Street Bristol, TN	Bristol	Sullivan	TN	E

			37620				
			1112 West First				
13366	70	Morristown Branch	North Street Morristown, TN 37814	Morristown	Hamblen	TN	E
			206 North				
218468	75	Greeneville Branch	Main Street Greeneville, TN 37745	Greeneville	Greene	TN	E
			701 Market				
15445	77	Chattanooga Branch	Street Chattanooga, TN 37402	Chattanooga	Hamilton	TN	E
			3604				
205538	78	South Broad Branch	Tennessee Ave Chattanooga, TN 37409	Chattanooga	Hamilton	TN	E
			3932 Dayton				
205539	79	Red Bank Branch	Boulevard Chattanooga, TN 37415	Chattanooga	Hamilton	TN	E
			1 Cherokee				
205544	82	North Chattanooga Branch	Boulevard Chattanooga, TN 37405	Chattanooga	Hamilton	TN	E
			4430 Highway				
205552	87	North 58 Branch	58 Chattanooga, TN 37416	Chattanooga	Hamilton	TN	E

92R114600 1992 MAR 30 15:19

DECLARATION OF PARTY WALL COVENANTS AND RESTRICTIONS

W I T N E S S E T H:

1. WHEREAS, M.E.W.E. CORP., a Florida corporation ("M.E.W.E."), is the owner in fee simple of the following property situate in Dade County, Florida, to-wit:

Lots 44 and 45, Block 36, of CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, at Page 33, of the Public Records of Dade County, Florida

(hereinafter referred to as "Parcel 1"); and

2. WHEREAS, G.C.M.M., Inc., a Florida corporation is the owner in fee simple of the following property situate in Dade County, Florida, to-wit:

Lots 42 and 43, Block 36, of CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, at Page 33, of the Public Records of Dade County, Florida

(hereinafter referred to as "Parcel 2"); and

3. WHEREAS, Parcel 1 and Parcel 2 have been improved by the building thereon of a structure containing two separate units and a common wall, the center line of which is the common boundary of Parcel 1 and Parcel 2 and which common wall is referred to herein as the "Party Wall"; and

4. WHEREAS, the parties have determined that it is in their best interest to enter into this Agreement to set forth their mutual rights and responsibilities to each other with respect to the Party Wall.

NOW, THEREFORE, the following protective covenants and conditions are hereby established, declared and prescribed, and shall run with the land and shall be binding upon the undersigned, their heirs, successors and assigns and any persons taking any interest whatsoever in Parcel 1 or Parcel 2, their heirs, successors and assigns; said persons, or owners, being sometimes referred to herein collectively as "parties," and the owner or owners of one Parcel being referred to herein as the "party."

5. The Party Wall shall be a party wall, and both of the

24

parties, their heirs, successors and assigns, shall have the right to use the same jointly as hereinafter set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, painting, decorating, erection of tangent walls and shelving, but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete blocks forming said wall.

6. In the event of damage or destruction of the Party Wall from any cause whatsoever, other than the negligence or wilful misconduct of either party thereto, the parties shall, at their joint expense, repair or rebuild said wall and each party, his successors and assigns, shall have the right to full use as herein contained of said wall so repaired or rebuilt. If either party's negligence or wilful misconduct causes damage or destruction of the Party Wall, such negligent or wilfully mischievous party shall bear the entire cost of repair or reconstruction. If either party shall refuse to pay his share, or all of such cost in the case of negligence or wilful misconduct, the other party may have such wall repaired or reconstructed and shall be entitled to a lien on the premises of the party so failing to pay for the amount of such defaulting party's share of the repair or replacement costs. The amount of the lien shall include the non-defaulting party's costs and reasonable attorneys' fees through all trial and appellate levels incurred in enforcing and foreclosing the lien. If either or both parties shall give, or shall have given, a mortgage or mortgages upon his property, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as a party hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the parties.

7. If either party shall cease to use the Party Wall as a party wall, he shall be deemed to have abandoned all rights

thereto, and the wall shall become the property of the other party who shall have an easement upon the land under the Party Wall so long as the wall shall be used by him.

8. Either party removing his improvements from the Party Wall or making use of the Party Wall shall do so in such manner as to preserve all right of the other party in the wall, and shall save the other party harmless from all damage caused thereby to improvements then existing.

9. The cost of maintaining each side of the Party Wall shall be borne by the party using said side, except as otherwise provided herein.

10. So long as there shall be a mortgage or mortgages upon either or both of the parcels described above, this agreement shall not be modified, abandoned nor extinguished without the consent of such mortgagee, and acquisition of the other party's property by either party shall not operate to render this agreement void, useless nor extinguished, without the written approval of the holder of any then outstanding mortgage.

11. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent parcel shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on adjacent property to effect necessary repairs and reconstruction.

12. If any part or section of this agreement shall be declared invalid by court of competent jurisdiction, it shall not be construed as an invalidation of any other part of this agreement or the agreement in its entirety, and to this end the provisions of this agreement are declared to be severable.

13. Any and all additional easements shall be supplemental to this agreement and not in derogation of any covenants herein contained.

14. Throughout the language of this declaration, a word

importing the masculine gender only shall extend and be applied to females and to firms, partnerships and corporations as well as to males; and a word importing the singular number only may extend and be applied to several persons and things as well as to one person and thing. The term "party," as used herein, shall include the owner and all occupants of the party's unit, but no right granted a party hereunder shall be enforced by an occupant without the joinder of the owner of the dwelling in which the occupant resides.

15. The covenants and restrictions contained in this declaration shall run with the lands described as Parcel 1 and Parcel 2, herein, for the life of the aforementioned Party Wall, but shall create no right to either party in the land of the other, except the rights herein set forth.

16. In the event of any dispute arising under this agreement, the prevailing party shall be entitled to recover his costs and reasonable attorneys' fees through all trial and appellate levels.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 4th day of March, 1992.

Signed, Sealed and Delivered
in the presence of:

M.E.W.E. CORP., a Florida
corporation

By: [Signature]
Edgardo Defortuna
President

G.C.M.M., Inc., a Florida
corporation

By: [Signature]
JOSE ABISLAIMAN, President

STATE OF FLORIDA)
COUNTY OF DADE) SS:

The foregoing instrument was acknowledged before me this 4th day of MARCH, 1992, by Edgardo Defortuna, as President, of M.E.W.E. CORP., a Florida corporation, on behalf of the corporation. He is personally known to me and he did not take an oath.

[Signature]
NOTARY PUBLIC, State of Florida

Print name: AGGY NUNEZ

(OFFICIAL SEAL)

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 6, 1994
BONDED THRU GENERAL INS. CO.

OFF. REC. 1545100347

STATE OF FLORIDA)
COUNTY OF DADE) SS:

The foregoing instrument was acknowledged before me this 23rd day of March, 1992, by JOSE ABISLAIMAN as President, of G.C.M.M., INC., a Florida corporation, on 10/12/92 the corporation. He has produced U.S. Passport 2-581-65-18-34-2-049 identification and did not take an oath.

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
Clerk of Circuit & County
Courts

NOTARY PUBLIC, State of Florida

Print name: Francisco R. Cosio

(OFFICIAL SEAL)

My commission expires: FRANCISCO R. COSIO
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 17, 1994
CC 022055

THIS INSTRUMENT PREPARED BY:
GREGORY T. MARTINI, ESQ.
SACHER MARTINI & SACHER P.A.
2655 LeJeune Road, Suite 1101
Coral Gables, Florida 33134

Property Appraisers Parcel
Identification (Folio) Number(s):

03-4108-006-3590

WARRANTY DEED

THIS INDENTURE, made this 6th day of December, 2016, between MIRACLE MILE PLAZA, INC., a Florida corporation, party of the first part, and ZOILA DEL HOYO AGUADO, CORP., a Florida corporation, whose post office address is 333 N.W. 53rd Street, Suite 415, Doral, FL 33166, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, to it in hand paid by party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land situate and being in the County of Miami-Dade and State of Florida, to-wit:

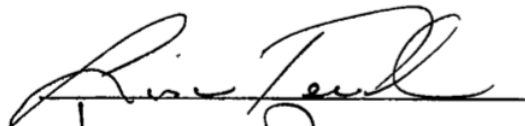
Lots 44 and 45, in Block 36 of CORAL GABLES
SECTION "K", according to the Plat thereof,
recorded in Plat Book 8, Page 33, of the
Public Records of Miami-Dade County, Florida.

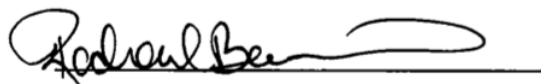
SUBJECT TO: real property taxes for the year 2017 and subsequent years; covenants, easements and restrictions of record, however, this provision shall not serve to reimpose same; and applicable zoning ordinances.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

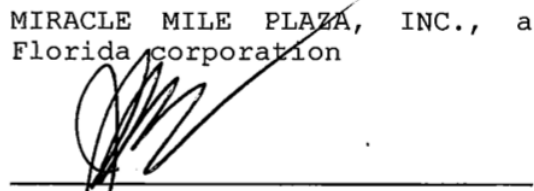
IN WITNESS WHEREOF, party of the first part has set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:


Lisa Pecival
[Printed Name of Witness]


Rachael Beers
[Printed Name of Witness]

MIRACLE MILE PLAZA, INC., a
Florida corporation


JAMES L. FERRARO, President
Address:
600 Brickell Avenue, Suite 3800
Miami, FL 33131

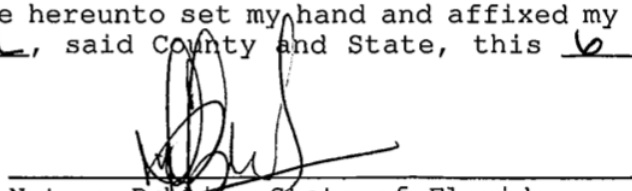
STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JAMES L. FERRARO, as President of MIRACLE MILE PLAZA, INC., a Florida corporation, the person described in and who executed the foregoing instrument, (personally known) to me or who has produced _____ as identification, and who did take an oath, and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned; and the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Miami Dade, FL, said County and State, this 6 day of December, A.D. 2016.

My Commission Expires:




Notary Public, State of Florida
Maciel Morales Bello
[Printed Name of Notary Public]

W:\6080\Seller's Docs\Warranty Deed.frm



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

Detail by Entity Name

Florida Profit Corporation

ZOILA DEL HOYO AGUADO, CORP.

Filing Information

Document Number	P16000088100
FEI/EIN Number	30-0959266
Date Filed	10/31/2016
Effective Date	10/31/2016
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	11/03/2022
Event Effective Date	NONE

Principal Address

1065 SW 8TH ST PMB 5132
MIAMI, FL 33130

Changed: 11/03/2022

Mailing Address

1065 SW 8TH ST PMB 5132
MIAMI, FL 33130

Changed: 11/03/2022

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 11/03/2022

Address Changed: 11/03/2022

Officer/Director Detail

Name & Address

Title DPT

JAVIER ENRIQUE FLORES CORTES
1065 SW 8TH ST PMB 5132
MIAMI, FL 33130

Title DVS

EDUARDO MENDOZA
1065 SW 8TH ST PMB 5132
MIAMI, FL 33130

Title OM

YANINA TORRES
1065 SW 8TH ST PMB 5132
MIAMI, FL 33130

Annual Reports

Report Year	Filed Date
2020	01/30/2020
2021	03/05/2021
2022	03/02/2022

Document Images

11/03/2022 -- Amendment	View image in PDF format
03/02/2022 -- ANNUAL REPORT	View image in PDF format
03/05/2021 -- ANNUAL REPORT	View image in PDF format
06/12/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
01/30/2020 -- ANNUAL REPORT	View image in PDF format
06/27/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
02/14/2019 -- ANNUAL REPORT	View image in PDF format
03/08/2018 -- ANNUAL REPORT	View image in PDF format
08/29/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
07/21/2017 -- Reg. Agent Change	View image in PDF format
07/11/2017 -- Off/Dir Resignation	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
10/31/2016 -- Domestic Profit	View image in PDF format

June 20, 2022



City of Coral Gables
Development Services

RECT-22-06-0084

371 MIRACLE MILE

Suramy Cabrera, P.E.
Building Official
405 Biltmore Way, 3rd Floor
Coral Gables, FL 33134


Dear Building Official:


In accordance with Miami-Dade County Administrative Code Section 8-11 (F), GNP Engineering Group, Inc. has performed a structural inspection of the building located at 371 CORAL WAY, Coral Gables, Florida and in my professional opinion I certify that the building is structurally safe with qualifications (i.e. repairs required) for its use and present occupancy. The building's unit no. 369 is currently undergoing remodeling under building permit no. BL-20-08-6150. The findings of our inspection are summarized in this written report that follows the Minimum Inspection Procedural Guidelines for Building Recertification.

The 40-Year Recertification inspection is not intended to identify any violations or open permits from the Building Department or other regulatory agencies. Furthermore, the 40-Year Recertification inspection is not intended to verify whether there are any open permits, work that has been done without permits or to certify that any work that may have been done complies with any applicable building codes or standards.

As a routine matter, in order to avoid possible misunderstanding, nothing in this report should be construed directly or indirectly as a guarantee for any portion of the structure. To the best of our knowledge and ability, this report represents an accurate appraisal of the present condition of the building based upon careful evaluation of observed conditions, to the extent possible.

Sincerely,


Angel S. Paredes, PE
(FL #44096)

A circular professional seal for Angel S. Paredes, a Professional Engineer in the State of Florida. The seal contains the text "ANGEL S. PAREDES", "LICENSE No. 44096", "STATE OF FLORIDA", and "PROFESSIONAL ENGINEER".

City's Exhibit #10



MINIMUM INSPECTION PROCEDURAL GUIDELINES
FOR BUILDING STRUCTURAL RECERTIFICATION

CASE REFERENCE NUMBER:

03-4108-006-3581

JURISDICTION NAME:

Coral Gables

LICENSEE NAME: Angel S Paredes, PE

TITLE: Principal

ADDRESS: GNP Engineering Group, Inc.

8726 NW 26 Street, Suite 4, Doral, FL 33172

SIGNATURE:

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

1. DESCRIPTION OF BUILDING

a. Name on Title: MIRACLE MILE RETAIL INVEST LLC

b. Building Street Address: 371 CORAL WAY

Bldg. #: 1

c. Legal Description: CORAL GABLES SEC K PB 8-33 LOTS 42 & 43 BLK 36 LOT SIZE 50.000 X 97.00 FT 15352-1055 0192 1

Attached: ☒

d. Owner's Name: MIRACLE MILE RETAIL INVEST LLC

e. Owner's Mailing Address: 2631 PONCE DE LEON BLVD, CORAL GABLES, FL 33134

f. Folio Number of Property on which Building is Located: 03-4108-006-3581

g. Building Code Occupancy Classification: GROUP B

h. Present Use: Business

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

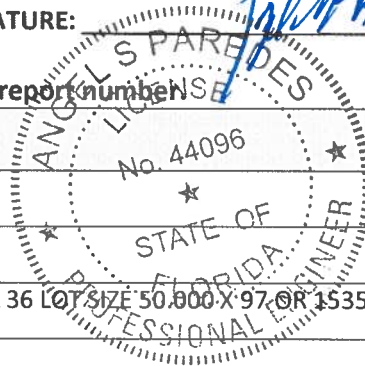
One-story building, CBS construction

j. Number of Stories: 1

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: ☒

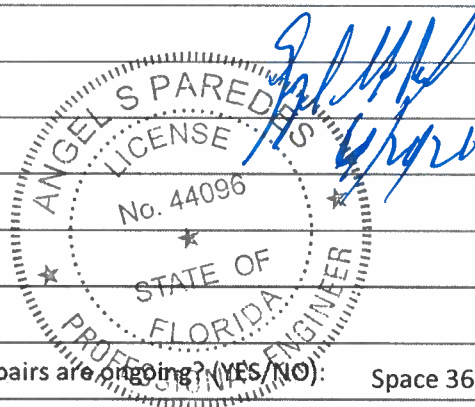
m. Additional Comments: None



n. Additions to original structure:	None visible	
o. Total Actual Building Area of all floors:	3,604	S.F.

2. INSPECTIONS

a. Date of Notice of Required Inspection:	April 1, 2022	
b. Date(s) of actual inspection:	April 27, 2022	
c. Name, license number, discipline of practice, and qualifications of licensee submitting report:	Angel S Paredes, PE (BS Civil/ MSc. Structural)	
d. Description of laboratory or other formal testing, if required, rather than manual or visual procedures:	Not required; used manual and visual inspection procedures.	
e. Are Any Structural Repairs Required? (YES/NO):	Yes	
1. If required, describe, and indicate acceptance:	Space 369 is currently	
f. Can the building continue to be occupied while recertification and repairs are ongoing? (YES/NO):	Space 369	
1. Explanation/Conditions:	Space 369	
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):	YES	
1. Explanation/Comments:	No violations or unsafe cases found on Building Department website	



3. SUPPORTING DATA

- a. 13 Additional sheets of written data
- b. 12 Photographs provided (where required plus each building elevation)
- c. 0 Drawings or sketches (aerial, site, footprint, etc.)
- d. 0 Test reports

4. FOUNDATION

a. Describe the building foundation:

Concrete slab on grade, concrete footings not visible

b. Is wood in contact or near soil? (Yes/No): No

c. Signs of differential settlement? (Yes/No): No

d. Describe any cracks or separation in the walls, columns, or beams that signal differential settlement:

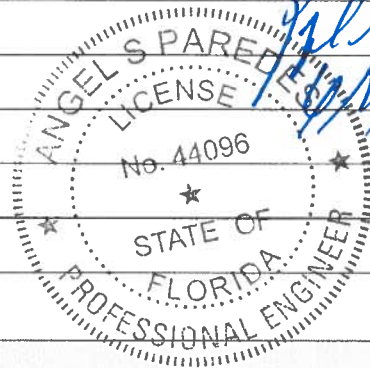
PROVIDE PHOTO

None visible

e. Is water drained away from the foundation? (Yes/No): Yes

f. Is there additional sub-soil investigation required? (Yes/No): No

1. Describe: N/A



5. PRESENT CONDITION OF OVERALL STRUCTURE

a. General alignment: (Note: good, fair, poor, explain if significant)

PROVIDE PHOTO

1. Bulging: Good

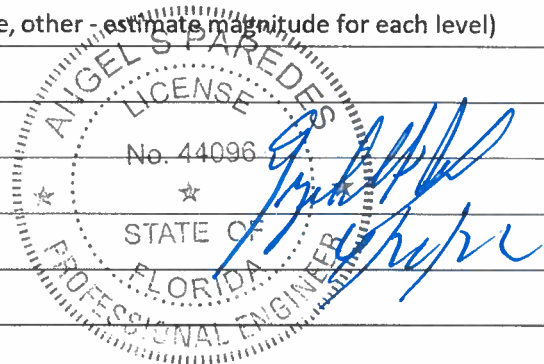
2. Settlement: Good

3. Deflections: Good

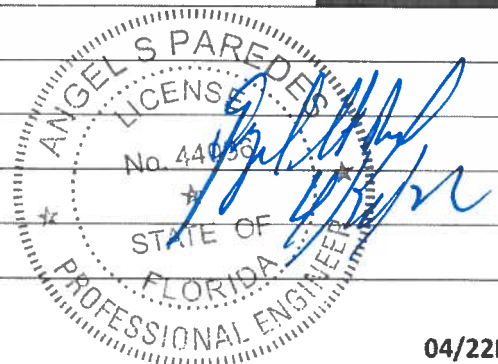
4. Expansion: Good

5. Contraction: Good

b. Portion showing distress: (Note, beams, columns, structural walls, floor, roofs, other)	PROVIDE PHOTO
None observed	
c. Surface conditions: Describe general conditions of finishes, cracking, spalling, peeling, signs of moisture penetration and stains.	PROVIDE PHOTO
Fair 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
Hairline sized stucco cracks	
e. General extent of deterioration: Cracking or spalling of concrete or masonry, oxidation of metals; rot or borer attack in wood.	PROVIDE PHOTO
No significant deterioration of structure observed	
f. Previous patching or repairs (Provide description and identify location):	PROVIDE PHOTO
None visible	
g. Nature of present loading: (Indicate residential, commercial, storage, other - estimate magnitude for each level)	
Commercial	
h. Signs of overloading? (Yes/No): NO	
1. Describe: N/A	

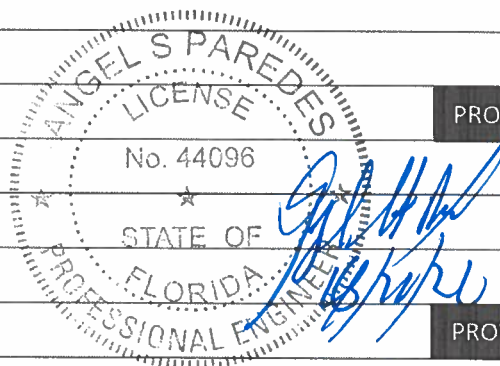


6. MASONRY BEARING WALL: (Indicate good, fair, poor on appropriate lines)		PROVIDE PHOTO
a. Concrete masonry units:	Good condition	
b. Clay tile or terra cotta units:	N/A	
c. Reinforced concrete tie columns:	Good condition	
d. Reinforced concrete tie beams:	Good condition	
e. Lintel:	Good condition	
f. Other type bond beams:	N/A	PROVIDE PHOTO
g. Exterior masonry finishes (choose those that apply):		
1. Stucco:	Fair condition	
2. Veneer:	N/A	
3. Paint only:	Fair condition	
4. Other (describe):	N/A	
h. Interior masonry finishes (choose those that apply):		PROVIDE PHOTO
1. Vapor barrier:	N/A	
2. Furring and plaster:	Good condition	
3. Paneling:	N/A	
4. Paint only:	Good condition	
5. Other (describe):	N/A	
i. Cracks:		PROVIDE PHOTO
1. Location (note beams, columns, other):	N/A	
2. Description:	N/A	
j. Spalling		PROVIDE PHOTO
1. Location (note beams, columns, other):	N/A	
2. Description:	N/A	

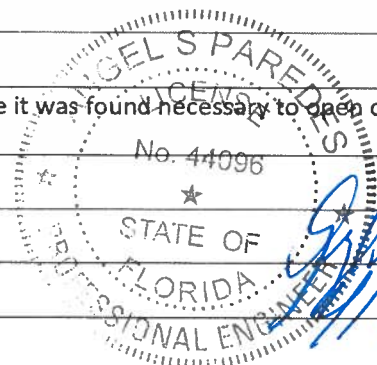


k. Rebar corrosion (indicate on lines 1-4):	PROVIDE PHOTO
1. None visible: <input checked="" type="checkbox"/>	
2. Minor (patching will suffice): N/A	
3. Significant (but patching will suffice): N/A	
4. Significant (structural repairs required) N/A	
l. Samples chipped out for examination in spalled areas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

7. FLOOR AND ROOF SYSTEM	
a. Roof (Must provide)	
1. Describe (roof shape, type roof covering, type roof deck, framing system, condition):	PROVIDE PHOTO
The building has a flat roof with modified bitumen surfacing. The roof framing consists of open-web steel joists. The roof surface was observed to be in fair condition. Roof should be inspected periodically and monitored for repair or replacement.	
2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of supports:	PROVIDE PHOTO
HVAC supports observed in fair condition exhibiting minor corrosion.	
3. Describe roof drainage system, main and overflow, and indicate condition:	PROVIDE PHOTO
Scuppers and downspouts observed in fair condition	
4. Describe parapet build and current conditions:	PROVIDE PHOTO
Concrete parapet walls in fair condition	
5. Describe mansard build and current conditions:	PROVIDE PHOTO
N/A	



6. Describe roofing membrane/covering and current conditions:	PROVIDE PHOTO
The building has a flat roof with modified bitumen surfacing. The roof surface was observed to be in fair condition; repairs observed. Roof should be inspected periodically and monitored for repair or replacement.	
7. Describe any roof framing member with obvious overloading, overstress, deterioration or excessive deflection:	PROVIDE PHOTO
None	
8. Note any expansion joints and condition:	PROVIDE PHOTO
None	
b. Floor system(s):	
1. Describe the floor system at each level, framing, material, typical spans and indicate condition:	PROVIDE PHOTO
The floor system consists of concrete slab on grade. Floor coverings, furniture and stored materials prohibited a visual inspection of the entire floor surface. However, the visible areas of the floor surface were observed to be in good condition.	
2. Balconies: Indicate location, framing system, material, and condition:	PROVIDE PHOTO
N/A	
3. Stairs and escalators: indicate location, framing system, material, and condition:	PROVIDE PHOTO
N/A	
4. Ramps: indicate location, framing type, material, and condition:	PROVIDE PHOTO
N/A	
5. Guardrails: describe type, material, and condition:	PROVIDE PHOTO
N/A	
c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members.	
Framing exposed in unit 369 during remodeling job.	



8. STEEL FRAMING SYSTEM

a. Description of system at each level:

PROVIDE PHOTO

Open-web steel joists

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

PROVIDE PHOTO

Paint observed in good condition, no visible corrosion

c. Steel connections: describe type and condition:

PROVIDE PHOTO

N/A

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

None

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

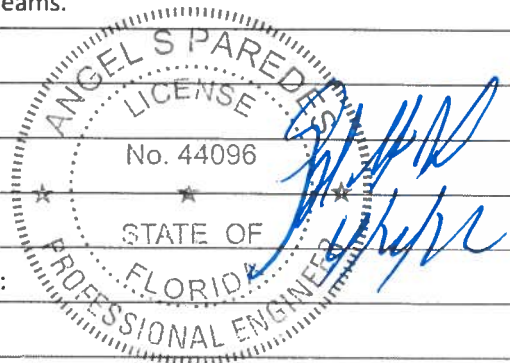
CBS construction with reinforced concrete columns and concrete beams.

b. Cracking

1. Significant or Not significant: Not significant

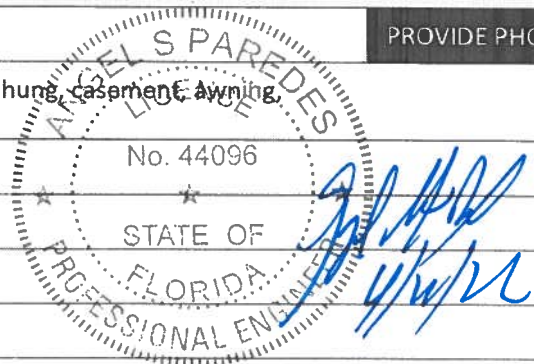
2. Location and description of members affected and type cracking:

N/A

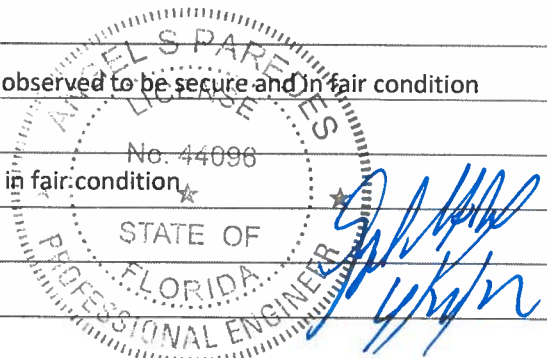


c. General condition	
Good	
d. Rebar corrosion – check appropriate line	
1. None visible: <input checked="" type="checkbox"/>	
2. Location and description of members affected and type cracking:	PROVIDE PHOTO
N/A	
3. Significant but patching will suffice:	PROVIDE PHOTO
N/A	
4. Significant: structural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

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):	
Metal single hung windows observed in fair condition	
2. Anchorage: type and condition of fasteners and latches:	
Screws and latches observed to be secure and in fair condition	

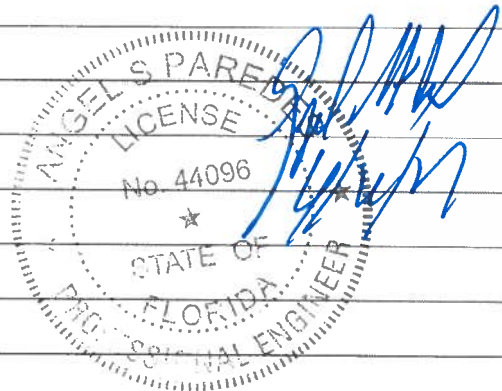


3. Sealant: type and condition of perimeter sealant and at mullions:	
Caulking observed to be in fair condition	
4. Interiors seals: type and condition at operable vents:	
Caulking observed to be in fair condition	
5. General condition: Good condition	
6. Describe any repairs needed: N/A	
b. Structural Glazing on the exterior envelope of Threshold Buildings (Yes/No): N/A	
1. Previous Inspection Date: N/A	
2. Description of Curtain Wall Structural Glazing and adhesive sealant: N/A	
3. Describe Condition of System: N/A	
c. Exterior Doors	PROVIDE PHOTO
1. Type (Wood, Steel, Aluminum, Sliding Glass Door, other):	
Aluminum frame storefront doors and metal door observed in fair condition in unit 371. New storefront doors being installed in unit 369 as part of remodeling project.	
2. Anchorage: type and condition of fasteners and latches: Screws observed to be secure and in fair condition	
3. Sealant: type and condition of sealant: Caulking observed to be in fair condition	



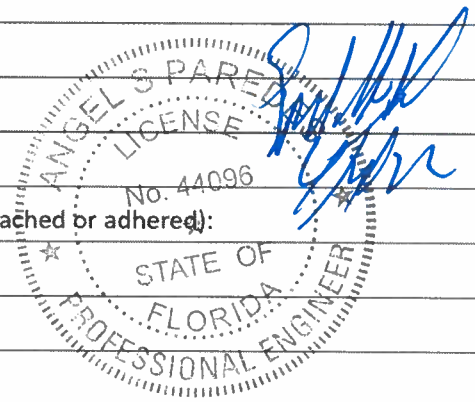
4. General condition: Fair condition
5. Describe any repairs needed: No repairs needed

11. WOOD FRAMING	
a. Fully describe wood framing system:	PROVIDE PHOTO
N/A	
b. Indicate the condition of the following:	PROVIDE PHOTO
1. Walls: N/A	
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	

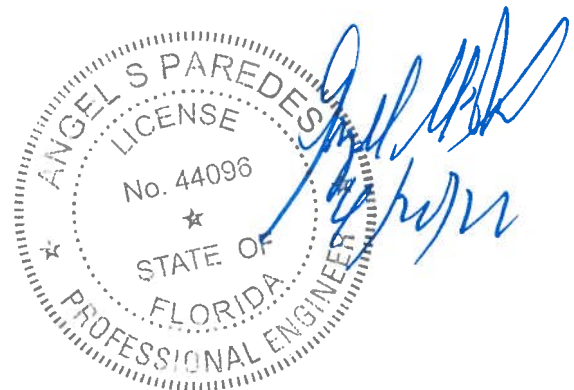


e. Drainage: note accumulations of moisture	PROVIDE PHOTO
N/A	
f. Ventilation: note any concealed spaces not ventilated:	PROVIDE PHOTO
N/A	
g. Note any concealed spaces opened for inspection:	PROVIDE PHOTO
N/A	
h. Identify any wood framing member with obvious overloading, overstress, deterioration, or excessing deflection):	PROVIDE PHOTO
NONE	

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 Form



Regulatory and Economic Resources
11805 SW 26th Street
Miami, Florida 33175-2474
786-315-2000

miamidade.gov/building

CERTIFICATION OF COMPLIANCE WITH PARKING LOT GUARDRAILS

Re: Case No. 03-4108-006-3581 FYear 2022
Property Address: 371 CORAL WAY, Bldg. No.: 1, Sq. Ft.: 3,604
Building Description: One-story building, CBS construction

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

On 27-Apr 20 22, I inspected the parking lots servicing the above referenced building for compliance with Section 8C-6 and determined the following (check only one):

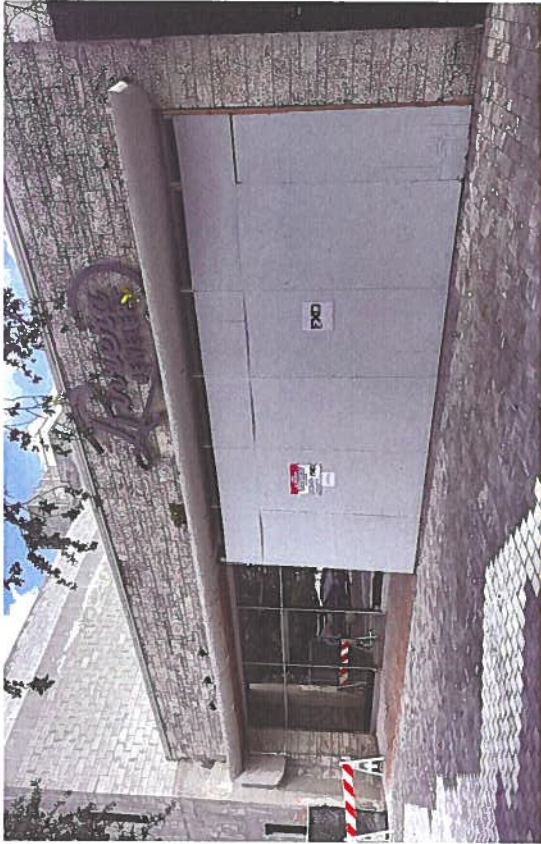
- ☒ The parking lot(s) is not adjacent to or abutting a canal, lake, or other body of water.
- ☐ The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles are protected by a guardrail that complies with Section 8C-6 of the Miami- Dade County Code.
- ☐ The 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

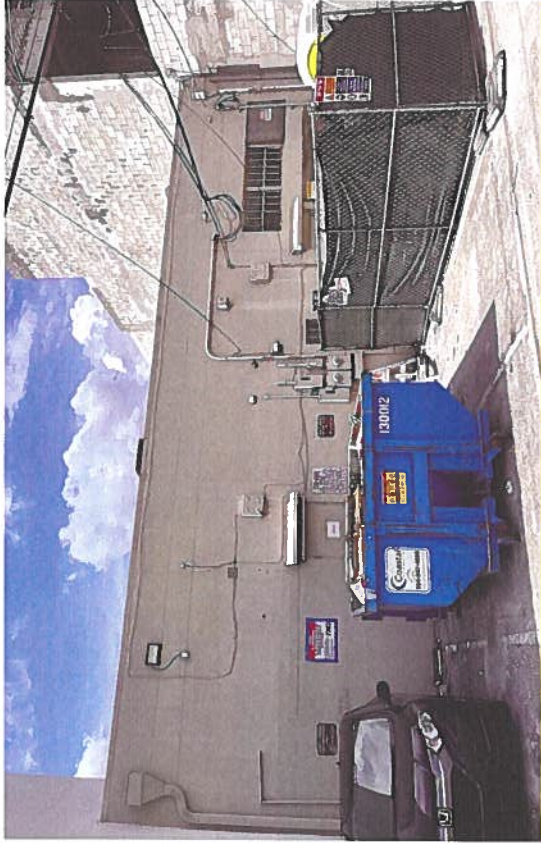
ANGEL S PAREDES, PE
Print Name

June 20, 2022
Date

371 Coral Way, Coral Gables, FL



1. FRONT VIEW



2. REAR VIEW

NO IN SPECTION WILL BE MADE UNLESS PERMIT CARD IS DISPLAYED AND APPROVED PLANS ARE READILY AVAILABLE.
DO NOT REMOVE THIS CARD BEFORE COMPLETION

City of Coral Gables

BUILDING PERMIT

PERMIT #:	BL-20-08-6150	DATE:	29-Oct-2021
CONTRACTOR:	COASTAL GROUP CONSULTANTS L	CUSTOMER #:	045508
QUALIFIER:	ARTHUR COELLO	TELEPHONE #:	(305) 477-8000
STATE/COUNTY LICENSE #:	CGC1514271		
PURPOSE:	COMMERCIAL NEW FRONT FACADE & IMPACT RESISTANT STORE FRONT W/ SWINGING GLASS DOOR/ METAL FRAMING \$30,000		
PROPERTY OWNER'S NAME:	MIRACLE MILE RETAIL INVEST LLC		
LEGAL DESCRIPTION:	CORAL GABLES SEC 17 PG 8-33 LOTS 42 & 43 BLK 36 LOT SIZE 50,000 X 97 OR 16352-1066 0192 1		
SITE ADDRESS:	369 MIRACLE MILE	FOLIO #:	03-4108-006-3581

WARNING TO OWNER: YOUR FAILURE TO RECORD A BUILDING PERMIT

3. BUILDING PERMIT

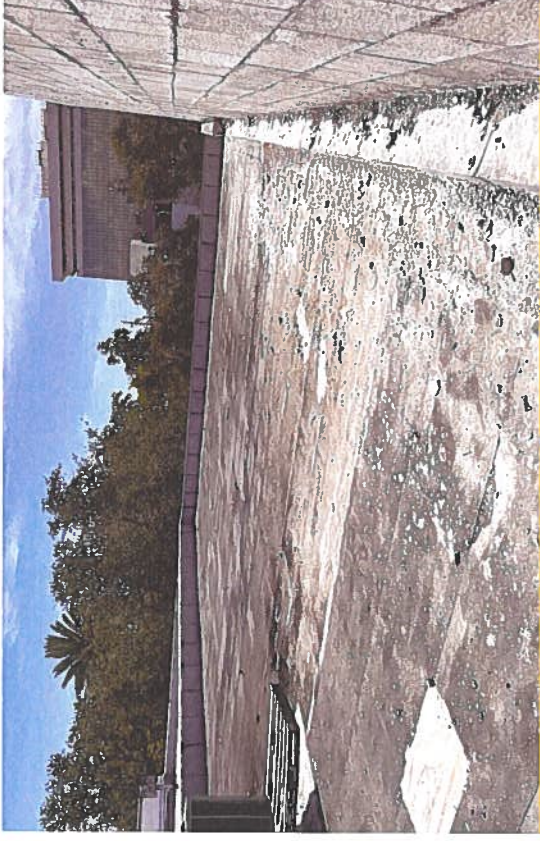


4. UNIT 369 UNDER REMODELING

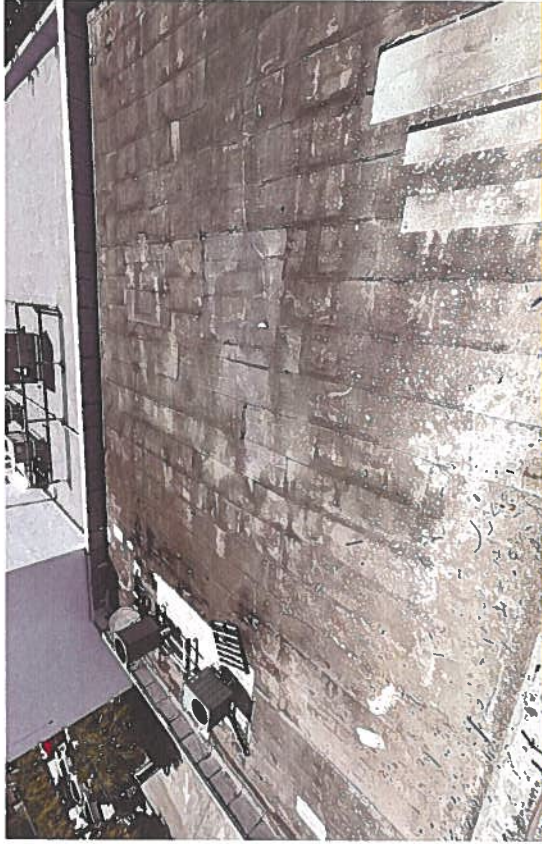
371 Coral Way, Coral Gables, FL



5. STOREFRONT REMODELING - 369



6. ROOF VIEW

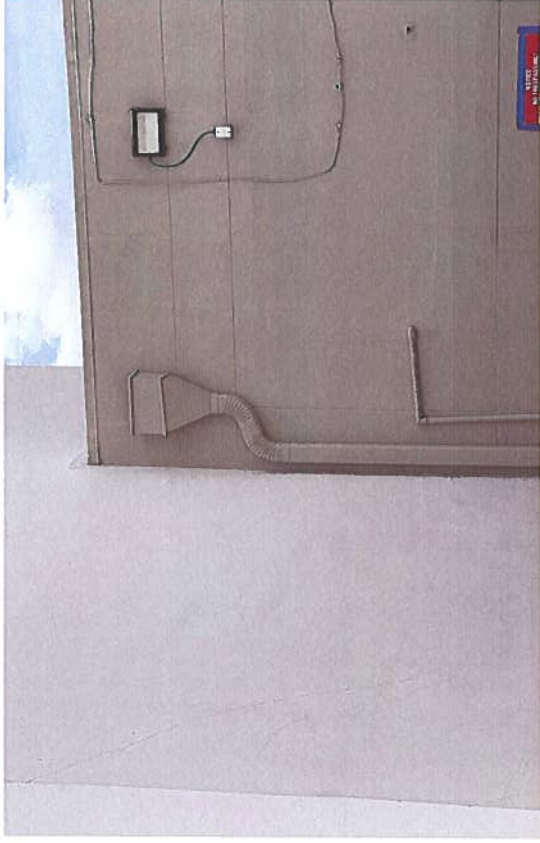


7. ROOF VIEW



8. HVAC SUPPORTS

371 Coral Way, Coral Gables, FL



9. ROOF DOWNSPOUTS



10. WINDOWS



11. UNIT 371 INTERIOR



12. METAL DOOR AT REAR



**CITY OF CORAL GABLES
BUILDING DEPARTMENT – UNSAFE STRUCTURES**

40/50-YEAR ELECTRICAL RE-CERTIFICATION

Commercial / Retail Building

371-369 Miracle Mile Coral Gables FL 33134

Folio #: 03-4108-006-3581



1	40/50 Year Electrical Recertification Letter
2	Parking Lot Illumination Report for compliance with Miami Dade Code 8C-3
3	Less than 400 amp Electrical Service therefore a Thermography Report is not applicable
4	40/50Year Electrical Recertification Inspection Report in BORA Approved format
5	Set of selected Photos taken during inspection

**Tomas C. Armstrong, P.E.
June 13, 2022**

As a routine matter, in order to avoid possible misunderstanding, nothing in this report should guarantee for any portion of the electrical system. To the best of my knowledge and ability, this report represents an accurate appraisal of the present electrical condition of the building based upon careful evaluation of observed conditions, to the extent reasonably possible.



**CITY OF CORAL GABLES
BUILDING DEPARTMENT – UNSAFE STRUCTURES**

ELECTRICAL RECERTIFICATION LETTER

June 13, 2022

TO:
City of Coral Gables Building Official
Building Department
40 year Building Recertification Section.

Reference: Commercial / Retail
Addresses: 371-369 Miracle Mile Coral Gables FL 33134
Folio #: 03-4108-006-3581
Subject: Electrical Recertification for compliance with **NEW** Miami Dade 40/50 year Recertification guidelines.

CERTIFICATION

I have found the electrical system in the building to be in need of repair. Therefore **I cannot recommend that the building** be re-certified because it **FAILED** the **Electrical Requirements** and Miami Dade 8C-3 **illumination requirements**.

ELECTRICAL

On **June 7, 2022 at 1:00 PM**, I conducted electrical inspections on the above referenced building for compliance with the 40/50-year certification requirements and found the following:

TENANT # 371: Temporary occupied and serving as the construction office for the building next door being built. Lacks emergency lights. According to management this area will be converted into an Art Gallery in the near future.

TENANT # 369: It is completely empty, no internal walls, no drop ceilings etc. It is being repaired under Coral Gables building Permit Number BL-20-08-6150 for the Front Façade. According to management construction drawings are completed to improve this tenant space

The Electrical Inspection failed. Refer to attached prescribed Electrical Report.

ILLUMINATION

On **June 10, 2022 10:45 PM** I measured the level of illumination on the small parking lot of at the back building. The parking area corresponding to Tenant # 371 was obstructed and full for construction materials. The parking area corresponding with Tenant # 369 was also blocked and no reading could taken. Therefore the parking area **DOES NOT COMPLY** with Miami-Dade section 8C-3.

Refer to attached Illumination Certification Letter and Photometric Measurements

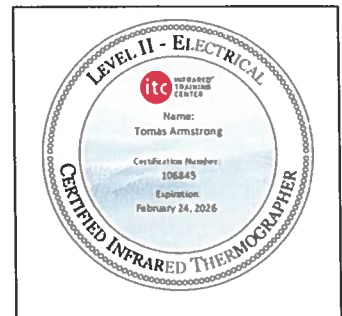
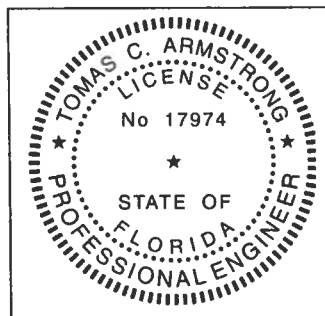
GUARD RAILS

Not Included. Guard Rail Report is part of the Structural Report and not part of this Electrical Report

THERMOGRAPHY

Tenant # 371 has a 100 Main Breaker and Tenant 369 has a 100 amp 1 ϕ Main Disconnect
Therefore the Thermography Report is **not applicable**.

Tomas C. Armstrong, P.E.
President
TCAPA





**CITY OF CORAL GABLES
BUILDING DEPARTMENT – UNSAFE STRUCTURES**

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

June 13, 2022

Reference: Commercial / Retail
Addresses: 371-359 Miracle Mile Coral Gables FL 33134
Folio #: 03-4108-006-3581
Subject: Electrical Recertification for compliance with **NEW** Miami Dade 40/50 year Recertification guidelines.



THIS TABLE SHOWS THE RECORDED ILLUMINATION LEVELS IN FOOT-CANDLES

Parking Lot #	Max	Min	Average	Ratio	Comply with M-D 8C-3	Comments
1 (back)	-	-	-	-	NO	TENANT # 371: The parking area corresponding to Tenant # 371 was obstructed and full of construction materials. TENANT # 369 The parking area corresponding with Tenant # 369 was also partially blocked and no reading could be taken. Therefore the parking area DOES NOT COMPLY with Miami-Dade section 8C-3.

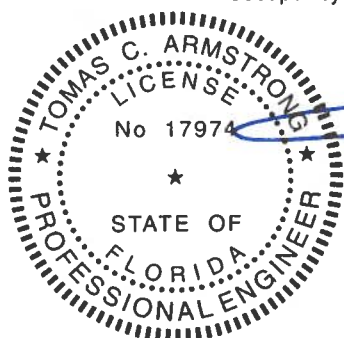
- 1.- I am a Florida registered **professional engineer** with an active license.
- 2.- On **March 29, 2022 at 8:30 PM** I measured the level of illumination on the **Back** parking areas at the above reference building with an Extech 407026 Light Meter.
- 3.- See table above for illumination readings.
- 4.- The level of illumination provided in the parking lot (s) **does not meet** the minimum standards for the occupancy classification of the building as established in Section 8C-3 of the Code of Miami-Dade County.



Complies with M-D 8C-3



Does NOT Comply with M-D



Signature and Seal of Engineer
Tomas C. Armstrong, P.E. # 17974



TCAPA
Consulting Engineers- RY- 7055
11535 SW 33 Terr., Miami Florida 33165
Tel 305-551-0394 Cell: 305-205-2900
TOMAS C. ARMSTRONG P.E.# 17974
tcarmstrong@tcapa.com



TCAPA
CONSULTING ENGINEERS
DBA Florida Corporation

FL:CA-7055, GA.

tcarmstrong@tcapa.com

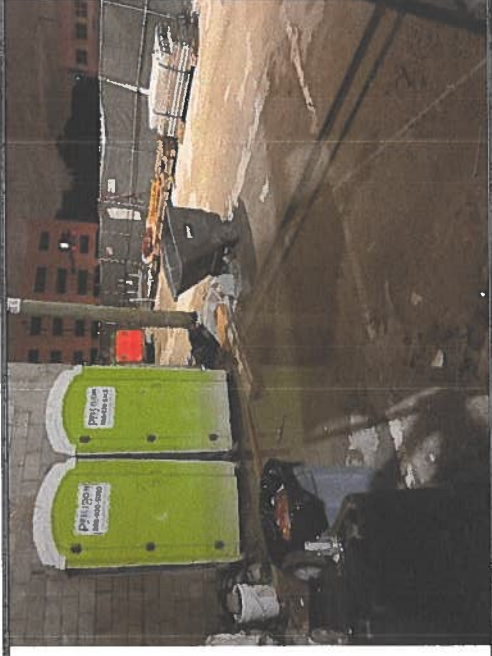
www.tcapa.com

T: 305-551-0394

C: 305-205-2900



Night Survey & Photometric Readings - Photo 01



Night Survey & Photometric Readings - Photo 02



Night Survey & Photometric Readings - Photo 03



Night Survey & Photometric Readings -



11535 SW 33 Terr • Miami, Florida 33165



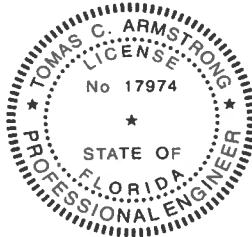
CITY OF CORAL GABLES
BUILDING DEPARTMENT- UNSAFE STRUCTURES

MINIMUM INSPECTION PROCEDURAL GUIDELINES
FOR BUILDING'S ELECTRICAL RECERTIFICATION

CASE REFERENCE NUMBER

JURISDICTION NAME:

CITY OF CORAL GABLES



LICENSEE NAME: Tomas C. Armstrong, P.E.
TITLE: TCAPA Inc. President

ADDRESS: 11535 SW 33 Terr. Miami FL 33165

SIGNATURE:

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

06-13-2022

1.- DESCRIPTION OF BUILDING

a.- Name of Title: **COMMERCIAL / RETAIL BUILDING**

b.- Building Street Address **371 CORAL WAY, (MIRACLE MILE) CORAL GABLES FL 33134** Bldg. #:1

c.- Legal Description **CORAL GABLES SEC K PB 8-33 LOTS 42 & 43 BLK 36 LOT SIZE 50.000 X 97 OR 15352-1055 0192 1** Attached ☐

d.- Owners Name **MIRACLE MILE RETAIL INVEST LLC**

e.- Owner's Mailing Address **2631 PONCE DE LEON BLVD, CORAL GABLES, FL 33134**

f.- Folio Number of Property on which Building is Located: **03-4108-006-3581**

g.- Building Code Occupancy Classification: **6400 COMMERCIAL – CENTRAL--1111 STORE : RETAIL OUTLET**

h.- Present Use: **371 Temporary occupied by construction field office : 369-Vacant- Under permitted construction**

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

This is a one story building with two tenant spaces. The aerial electrical service entrance is at the back of the building and there is a small parking area also at the back,

j.- Number of Stories: k.- Is this a Threshold Building as per 553.71(12) F.S. (Yes/No): **N/A This is an electrical inspection**

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

m.-Additional Comments:

TENANT # 371: Temporary occupied and serving as the construction office for the building next door being built. Lacks emergency lights. According to management this area will be converted into an Art Gallery

TENANT # 369: It is completely empty, no internal walls, no drop ceilings etc. It is being repaired under repaired under Coral Gables building Permit Number **BL-20-08-6150** for the Front Façade. According to management construction drawings are completed to improve this tenant space

2. INSPECTIONS

a.- Date of Notice of Required Inspection:	01/03/2022
b.- Date(s) of actual Inspections:	06-07-2020 & 06/10/2022
c.- Name and qualifications of licensee submitting the report:	Tomas C. Armstrong, P.E. & level II Thermographer
d.- Are Any Electrical Repairs Required ? (YES/NO):	YES
1.- If required describe, and indicate acceptance:	
TENANT 371: Need to add emergency lights	
TENANT 369: Is under construction permit	
e.- Can the building continue to be occupied while recertification and repairs are ongoing ? (YES/NO)	
1.- Explanation /Conditions:	
TENANT 371: YES, continued occupancy while repairs	
TENANT 369: NO, it is under construction	

3. ELECTRIC SERVICE

PROVIDE PHOTO

a.- Size:	Voltage: (120/240v)	Amperage (100+100)	Type: Fuses (X)	Breaker (X)
b.- Phase:	Three Phase (X)	Single Phase (X)	3 ϕ for 371 for Tenant 371 and 1 ϕ for Tenant 369	
c.- Condition:	Good ()	Fair ()	Needs repairs (X)	
Comments:				
<p>The Electric Service is an aerial service . The Weather Head appeared in good condition. The old Disconnect to Tenant 369 has been abandoned and a temporary 100a Disconnect is servicing the tenant under construction. TENANT 369: It is under construction and needs to be upgraded before a new occupant moves in</p>				

4. METERING EQUIPMENT

PROVIDE PHOTO

1.- Clearances:	Good: (X)	Fair (X)	Needs Correction: ()
Comments:			
The two FPL Meter themselves appeared in fair condition			



5. ELECTRIC ROOMS

PROVIDE PHOTO

1.- Clearances: Good: (N/A) Fair () Needs Correction: ()

Comments:

There is no electric room

The Service Entrance switchgear is installed on the back wall

6. GUTTERS

PROVIDE PHOTO

1.- Location: Line Gutter Good: (X) Needs Repair ()

2.- Taps and Fills: Good: (X) Needs Repair ()

Comments:

There is a Line Gutter under both FPL Meters that appeared in good condition

7. ELECTRICAL PANELS

PROVIDE PHOTO

1.- Panel # A Location: Tenant 369 Back Wall (surface mounted)

Good: (X)

Needs Repair ()

2.- Panel # A Location: Tenant 371 at the back

Good: (X)

Needs Repair ()

3.- Panel # Location:

Good: ()

Needs Repair ()

4.- Panel # Location:

Good: ()

Needs Repair ()

5.- Panel # Location:

Good: ()

Needs Repair ()



Comments:
When the covers were removed the wiring inside the panels appeared in good condition

8. BRANCH CIRCUITS				PROVIDE PHOTO
1	Identified:	Yes ()	Must be identified:	(X)
2.	Conductors:	Good: (X)	Deteriorated:	()
			Must be Replaced:	()
Comments:				
Tenant 369 is under construction permit				

9. GROUNDING OF SERVICE		PROVIDE PHOTO
Good: (X)	Needs Repair:	()
Comments:		
System Ground appeared in good condition with two grounding electrodes and the connection to the water pipe		

10. GROUNDING OF EQUIPMENT		PROVIDE PHOTO
Good: ()	Needs Repair:	(X)
Comments:		
Tenant 369 is under construction permit		



11. SERVICE CONDUIT/RACEWAYS

PROVIDE PHOTO

Good: ()

Needs Repair: (X)

Comments:

Tenant 369 is under construction permit

12. GENERAL CONDUITS / RACEWAYS

PROVIDE PHOTO

Good: ()

Needs Repair: (X)

Comments:

Tenant 369 is under construction permit

13. WIRES AND CABLES

PROVIDE PHOTO

Good: ()

Needs Repair: (X)

Comments:

Tenant 369 is under construction permit

14. BUSWAYS


PROVIDE PHOTO

Good: (N/A)

Needs Repair: ()

Comments:

NO BUSE WAY FOUND



15. THERMOGRAPHY INSPECTION RESULTS

PROVIDE PHOTO

(ADD SHEETS AS REQUIRED)

Comments:

NO THERMOGRAPHY REQUIRED

16. OTHER CONDUCTORS

PROVIDE PHOTO

Good: ()

Needs Repair: (x)

Comments:

Tenant 369 is under construction permit

17. TYPE OF WIRING METHODS

PROVIDE PHOTO

1. Conduit Raceways Rigid	Good (X)	Needs Repair: ()	N/A ()
2. Conduit PVC	Good ()	Needs Repair: ()	N/A ()
3. NM Cable	Good ()	Needs Repair: ()	N/A ()
4. Other EMT	Good ()	Needs Repair: (X)	N/A ()

a.- Other Wiring (Specify)

Comments:

Tenant 369 is under construction permit

18. EMERGENCY LIGHTING

PROVIDE PHOTO

Good: ()

Needs Repair (X)

N/A ()

Comments:

Tenant 369 is under construction permit

Tenant 371 needs emergency lights



19. BUILDING EGRESS ILLUMINATION

PROVIDE PHOTO

Good: (☒)Needs Repair (☐)N/A (☐)**Comments:**

There is good illumination on the path of egress on both tenant spaces

20. FIRE ALARM SYSTEM

PROVIDE PHOTO

Good: (☐ N/A)Needs Repair (☐)N/A (☐)**Comments:**

NO FIRE ALARM SYSTEM FOUND

21. SMOKE DETECTORS

PROVIDE PHOTO

Good: (☐ N/A)Needs Repair (☐)N/A (☐)**Comments:**

NO SMOKE DETECTOR FOUND

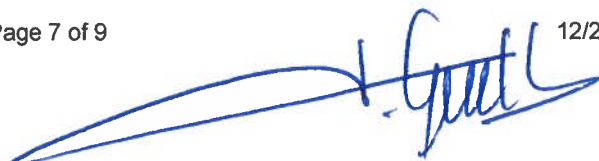
22. EXIT LIGHTS

PROVIDE PHOTO

Good: (☐)Needs Repair (☒)N/A (☐)**Comments:**

Tenant 369 is under construction permit

Tenant 371 has exit lights



23. EMERGENCY GENERATOR			PROVIDE PHOTO
Good: (N/A)	Needs Repair ()	N/A ()	
Comments:			
NO EMERGENCY GENERATOR FOUND			

24. WIRING IN OPEN OR UNDER COVER PARKING GARAGE AREAS			PROVIDE PHOTO
Good: ()	Requires Additional Illumination (x)	N/A ()	
Comments:			
Tenant 369 is under construction permit			
Tenant 371 Need external light			

25. OPEN OR UNDER COVER PARKING GARAGE AND EGRESS ILLUMINATION			PROVIDE PHOTO
Good: ()	Requires Additional Illumination (x)	N/A ()	
Comments:			
TENANT # 371: The parking area corresponding to Tenant # 371 was obstructed and full for construction materials. Therefore the parking area DOES NOT COMPLY with Miami-Dade section 8C-3.			
TENANT # 369 The parking area corresponding with Tenant # 369 was also partially blocked and no reading could taken. Therefore the parking area DOES NOT COMPLY with Miami-Dade section 8C-3.			

26. SWIMMING POOL WIRING			PROVIDE PHOTO
Good: ()	Needs Repair ()	N/A (X)	
Comments:			
NO SWIMIING POOL FOUND			

27. WIRING TO MECHANICAL EQUIPMENT

PROVIDE PHOTO

Good: (X)

Needs Repair ()

N/A ()

Comments:**Tenant 369 appears to have as new AHU and appeared in good condition****Tenant 371 the AC system appeared in fair condition****28. ADDITIONAL COMMENTS****Comments:****Both tenants need repair****TENANT 369 is under construction with permit for the front façade and then a new design improvement of the tenant space.****TENANT 371 is temporarily occupied by the construction contractor that is building the adjacent building. Once the construction is completed they will move out and I was informed that the Tenant area will be improved to serve as an Art Gallery**



**CITY OF CORAL GABLES
BUILDING DEPARTMENT – UNSAFE STRUCTURES
40Y REPORT ADDITIONAL REFERENCED PHOTOS**

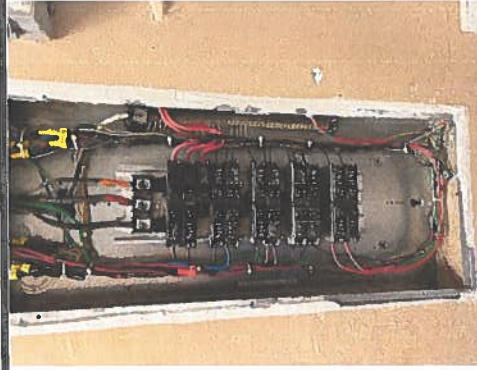
	1.- DESCRIPTION OF BUILDING : Photo -Aerial of the property
	4. METERING EQUIPMENT: Photo
	3. ELECTRIC SERVICE: Photo



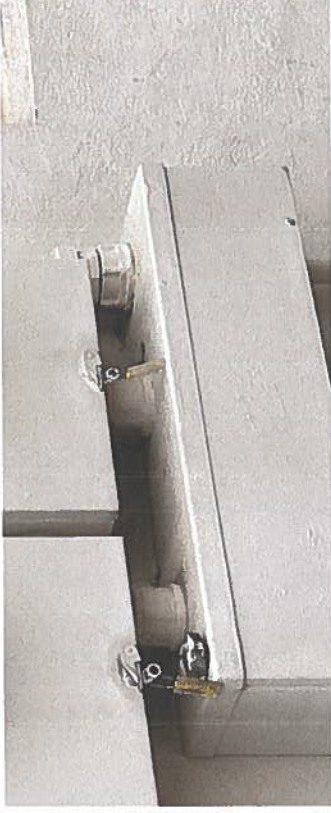
**CITY OF CORAL GABLES
BUILDING DEPARTMENT – UNSAFE STRUCTURES
40Y REPORT ADDITIONAL REFERENCED PHOTOS**

NO ELECTRIC ROOM

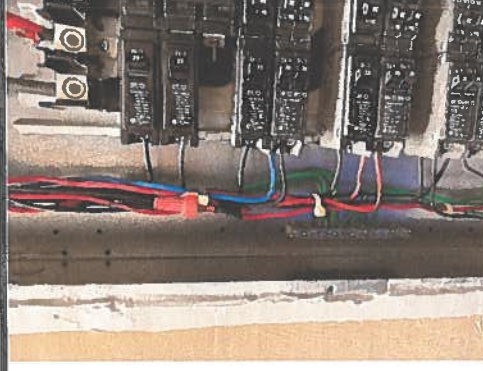
5. ELECTRIC ROOMS: Photo



7. ELECTRICAL PANELS : Photo



6. GUTTERS : Photo



8. BRANCH CIRCUITS : Photo



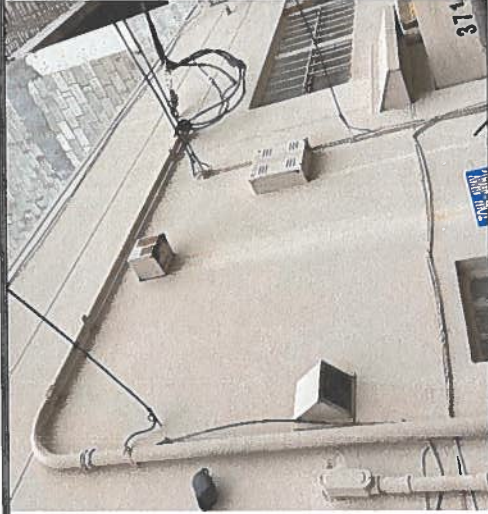
**CITY OF CORAL GABLES
BUILDING DEPARTMENT – UNSAFE STRUCTURES
40Y REPORT ADDITIONAL REFERENCED PHOTOS**



9. GROUNDING OF SERVICE : Photo



10. GROUNDING OF EQUIPMENT: Photo



11. SERVICE CONDUIT/RACEWAYS: Photo



12. GENERAL CONDUITS / RACEWAYS: Photo



**CITY OF CORAL GABLES
BUILDING DEPARTMENT – UNSAFE STRUCTURES
40Y REPORT ADDITIONAL REFERENCED PHOTOS**



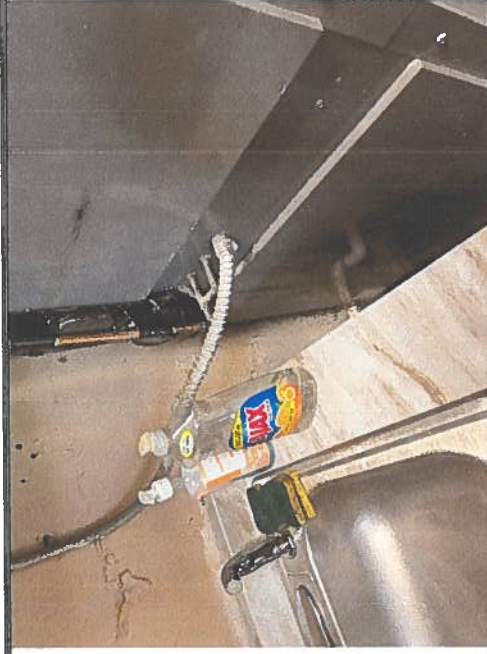
13. WIRES AND CABLES: Photo

**Less than 400 amps
No Thermography required**

15. THERMOGRAPHY INSPECTION RESULTS: Photo

NO BUSWAY FOUND



14. BUSWAYS: Photo



16. OTHER CONDUCTORS: Photo

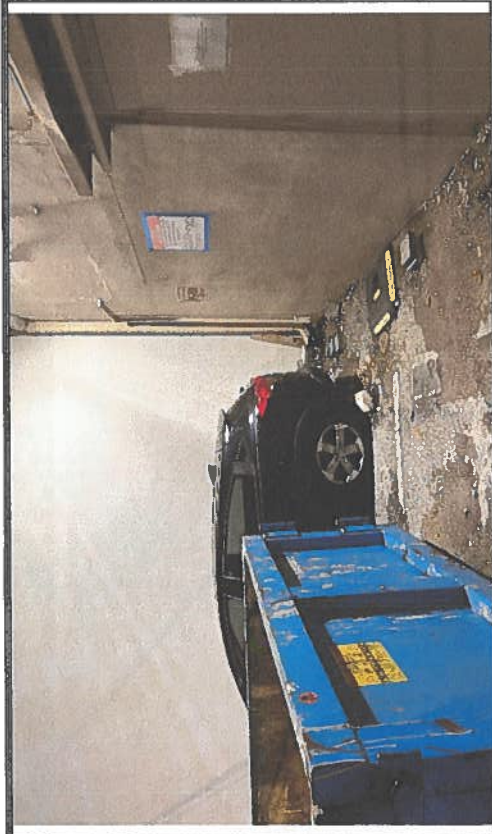


**CITY OF CORAL GABLES
BUILDING DEPARTMENT – UNSAFE STRUCTURES
40Y REPORT ADDITIONAL REFERENCED PHOTOS**

 A photograph showing a room with a drop ceiling and exposed wiring. A red fire extinguisher is visible on a shelf in the background.	17. TYPE OF WIRING METHODS: Photo
NO EMERGENCY LIGHT FOUND	18. EMERGENCY LIGHTING : Photo
 A photograph of a long hallway with a drop ceiling and fluorescent lighting. The hallway leads to a large glass door at the end, which is open, showing an outdoor area with a sign that says "Winn-Dixie".	NO FIRE ALARM FOUND
19. BUILDING EGRESS ILLUMINATION: Photo	20. FIRE ALARM SYSTEM: Photo



**CITY OF CORAL GABLES
BUILDING DEPARTMENT – UNSAFE STRUCTURES
40Y REPORT ADDITIONAL REFERENCED PHOTOS**



25. OPEN OR UNDER COVER PARKING GARAGE & EGRESS ILLUMINATION: PHOTO



27. WIRING TO MECHANICAL EQUIPMENT: Photo

NO SWIMMING POOL FOUND

26. SWIMMING POOL WIRING: Photo





City of Coral Gables
Development Services

Office Set

RECT-22-06-0084

371 MIRACLE MILE

Folio #: 0341080063581

Description: BUILDING
RECERTIFICATION (YEAR BUILT
1952)

EL EC 2206 0579
ME _____
PL _____

USE AND OCCUPANCY _____
OCCUPANT LOAD _____
BUILDING CODE _____ VERSION _____
CONSTRUCTION TYPE _____

RESIDENTIAL _____ NON-RESIDENTIAL _____

INDICATE THE TYPE OF FLOOD ZONE AND
PROPOSED LOWEST FLOOR ELEVATION OR
FLOOD PROOFING ELEVATION IN RELATION TO
MEAN SEA LAND LEVEL (M.S.L.)

	DISTRICT	REQUIRED	PROPOSED
CHH	_____	_____	_____
SFH	_____	_____	_____
OTHER	_____	_____	_____

NEW CONSTRUCTION	SUBSTANTIAL IMPROVEMENT
YES _____	YES _____
NO _____	NO _____

Special Inspector required
for the following:

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

Section	Approved	
	By	Date
<input checked="" type="checkbox"/> BUILDING		
<input type="checkbox"/> CONCURRENCY		
<input checked="" type="checkbox"/> ELECTRICAL		
<input type="checkbox"/> FEMA		
<input type="checkbox"/> FIRE		
<input type="checkbox"/> HANDICAP		
<input type="checkbox"/> HISTORICAL		
<input type="checkbox"/> LANDSCAPE		
<input type="checkbox"/> MECHANICAL		
<input type="checkbox"/> PLUMBING		
<input type="checkbox"/> PUBLIC WORKS		
<input type="checkbox"/> STRUCTURAL		
<input type="checkbox"/> ZONING		
<input type="checkbox"/> CITY ARCHITECT		
<input type="checkbox"/> OWNER BUILDER		

Subject to compliance with all Federal, State, County
and City rules and regulations. City assumes no
responsibility for accuracy of or results from these plans.
THIS COPY OF PLANS MUST BE AVAILABLE ON
BUILDING SITE OR AN INSPECTION WILL NOT BE
MADE.

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