



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 8/21/2021

Property Information	
Folio:	03-4108-007-3050
Property Address:	2344 SW 37 AVE Coral Gables, FL 33134-5304
Owner	NAPCOM LLC
Mailing Address	2344 S DOUGLAS RD CORAL GABLES, FL 33134 USA
PA Primary Zone	6400 COMMERCIAL - CENTRAL
Primary Land Use	1713 OFFICE BUILDING - ONE STORY : OFFICE BUILDING
Beds / Baths / Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	3,958 Sq.Ft
Lot Size	3,427 Sq.Ft
Year Built	1951



Assessment Information

Year	2021	2020	2019
Land Value	\$903,014	\$728,238	\$728,238
Building Value	\$395,800	\$395,800	\$395,800
XF Value	\$0	\$0	\$0
Market Value	\$1,298,814	\$1,124,038	\$1,124,038
Assessed Value	\$1,236,441	\$1,124,038	\$1,124,038

Benefits Information

Benefit	Type	2021	2020	2019
Non-Homestead Cap	Assessment Reduction	\$62,373		

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description

8 54 41
CORAL GABLES SEC L PB 8-85
LOT 17 BLK 31
LOT SIZE 3427 SQUARE FEET
OR 17660-2845 0397 4 (2)

Taxable Value Information

	2021	2020	2019
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,236,441	\$1,124,038	\$1,124,038
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,298,814	\$1,124,038	\$1,124,038
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,236,441	\$1,124,038	\$1,124,038
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,236,441	\$1,124,038	\$1,124,038

Sales Information

Previous Sale	Price	OR Book-Page	Qualification Description
02/28/2013	\$1,150,000	28517-4411	Qual by exam of deed
04/01/2006	\$1,100,000	24566-1627	Sales which are qualified
03/01/1997	\$0	17660-2845	Sales which are disqualified as a result of examination of the deed

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

Version:

CITY'S

EXHIBIT

1) 2344 SW 37 Ave

<u>Owner (Registered Agent address)</u> Napcom LLC c/o Nassim Emadzadeh Registered Agent 2344 S. Douglas Rd Coral Gables, FL 33134-5304	<u>Mortgagee (Mortgage address)</u> BBVA, as successor to Compass Bank P.O. Box 797808 Dallas, TX 75379-7808
<u>Mortgagee (FDIC Main Address)</u> BBVA, as successor to Compass Bank 15 20th St S Birmingham, AL 35233-2000	

CITY'S

EXHIBIT 2

City of Coral Gables

ONLINE SERVICES

[Home](#) [Citizen Services](#) [Business Services](#) [Back to Coral Gables.com](#)
[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
RC-21-08-8586	08/27/2021	2344 SW 37 AVE	BLDG RECERT / CRB	BUILDING RECERTIFICATION (YEAR BUILT 1951)	issued	09/10/2021		0.00
EL-13-09-0749	09/16/2013	2342 DOUGLAS RD	ELEC SIGNS	(1) ILLUMINATED TENANT SIGN/DESIGN SIGN (MIAMI HEADACHE INSTITUTE)	final	10/08/2013	02/05/2014	0.00
BL-13-08-1610	08/26/2013	2342 DOUGLAS RD	GENERAL REPAIRS	PAINT AND STUCCO BUILDING (SEE PLANS) \$12,000	final	09/19/2013	10/29/2013	0.00
AB-13-08-0746	08/12/2013	2342 DOUGLAS RD	BOA COMPLETE (LESS THAN \$75,000)	PAINT AND STUCCO BUILDING (SEE PLANS) \$12000	final	08/13/2013	10/29/2013	0.00
BL-13-08-0564	08/09/2013	2342 DOUGLAS RD	SIGNS	(1) ILLUMINATED WALL MOUNTED SIGN FOR BUILDINGS 45 FEET OR LESS (MIAMI HEADACHE INSTITUTE) \$2,300	final	10/08/2013	02/06/2014	0.00
AB-13-08-0328	08/06/2013	2342 DOUGLAS RD	BOA COMPLETE (LESS THAN \$75,000)	REV SIGN (MIAMI HEADACHE INSTITUTE) \$2,300	final	08/06/2013	02/06/2014	0.00
EL-13-06-1659	06/25/2013	2342 DOUGLAS RD	ELEC COMMERCIAL / RESIDENTIAL WORK	ELECTRICAL RENOVATION \$3,000	final	06/26/2013	07/09/2013	0.00
CE-13-02-1393	02/25/2013	2342 DOUGLAS RD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	03/01/2013	03/01/2013	0.00
CE-13-01-1301	01/25/2013	2342 DOUGLAS RD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	01/29/2013	01/29/2013	0.00
ME-13-01-1212	01/24/2013	2344 SW 37 AVE	MECH COMMERCIAL / RESIDENTIAL WORK	PERMIT EXTENSION FOR WINTEGRATE #06100446 FOR A/C REPLACEMENT	final	01/24/2013	02/15/2013	0.00
CE-12-12-1209	12/20/2012	2344 SW 37 AVE	CODE ENF LIEN SEARCH	LIEN SEARCH 2344 DOUGLAS	final	12/20/2012	12/20/2012	0.00
CE-12-06-9892	06/26/2012	2342 DOUGLAS RD	CODE ENF WARNING PROCESS	WT9605 5-1907 ZONING CODE (SNR) MAINTAINING A REAL ESTATE SIGN	final	06/26/2012	06/27/2012	0.00

CITY'S
EXHIBIT 3

				LARGER THAN 250 SQ. IN.					
RC-11-08-7017	08/25/2011	2344 SW 37 AVE	BLDG RECERT / CRB	BUILDING RECERTIFICATION	final	08/25/2011	08/25/2011	0.00	

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

CORAL GABLES

THE CITY BEAUTIFUL

Public Information

Search for

Found 2 results

Sort

[Next](#) | [Top](#) | [Paging Options](#) | [Main Menu](#)

Permit Number BLDB-21-09-0035

Type FBC Building (Commercial)- Signs

Project Name

Status Issued

Main Parcel 0341080073050

Address 2344 SW 37 AVE Coral Gables, FL 33134--530

Description INSTALL BACK LIT CHANNEL LETTER SIGN ON WALL \$8750



Applied Date 09/17/2021
Issued Date 12/07/2021
Expiration Date 06/06/2022
Finalized Date

[Previous](#) | [Top](#) | [Paging Options](#) | [Main Menu](#)

Permit Number ELEC-21-12-0105

Type Electrical Commercial - New Construction

Project Name

Status Issued

Main Parcel 0341080073050

Address 2344 SW 37 AVE Coral Gables, FL 33134--530

Description INSTALL BACK LIT CHANNEL LETTER SIGN ON WALL \$8750



Applied Date 12/06/2021
Issued Date 12/07/2021
Expiration Date 06/06/2022
Finalized Date



The City of Coral Gables

Building and Zoning Department
ISO Class 1

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

August 25, 2011

2344 Douglas, LLC
2342 Douglas Road
Coral Gables, FL 33134-6911

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

PROPERTY FOLIO: # 03-4108-007-3050
ADDRESS: 2344 SW 37 Avenue, Coral Gables, FL

Dear Property Owner/Manager:

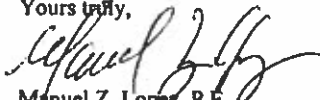
This Office is in receipt of your structural and electrical report stating that the above referenced building has been examined and found to be structurally and electrically safe for its continued occupancy.

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 2011. This recertification letter does not exclude the building from subsequent inspections as deemed necessary by the Building Official, as specified in the Florida Building Code.

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

Yours truly,


Manuel Z. Lopez, P.E.
Building Official

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

CITY'S

EXHIBIT

4



The City of Coral Gables

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

2/8/2021

VIA CERTIFIED MAIL

NAPCOM LLC
2344 S DOUGLAS RD
CORAL GABLES, FL 33134

7020 3160 0001 1022 2793

RE: 2344 SW 37 AVE
FOLIO # 341080073050
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 YEAR. 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; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies). Submittal of the Report does not constitute recertification; it must be approved by this Department and the Letter of Recertification must be issued.

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

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

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

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

Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.
Building Official

CITY'S

EXHIBIT

5

USPS Tracking®

[FAQs >](#)[Track Another Package +](#)**Tracking Number:** 70203160000110222793[Remove X](#)

Your item was delivered to an individual at the address at 5:33 pm on February 16, 2021 in MIAMI, FL 33134.

Delivered, Left with Individual

February 16, 2021 at 5:33 pm
MIAMI, FL 33134

[Feedback](#)**Get Updates** 

Text & Email Updates

Tracking History

Product Information[See Less ^](#)

Can't find what you're looking for?

Go to our [FAQs](#) section to find answers to your tracking questions.



The City of Coral Gables

7020 3160 0001 1021 7775

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

5/10/2021

NAPCOM LLC
2344 S DOUGLAS RD
CORAL GABLES, FL. 33134

RE: 2344 SW 37 AVE
FOLIO # 341080073050

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

Dear Property Owner:

In a certified letter dated 2/8/2021, 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).

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 3:20pm 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 black ink, appearing to read "Manuel Z. Lopez".

Manuel Z. Lopez, P.E.
Building Official

Track Another Package +

Tracking Number: 70203160000110217775

Remove X

Your item was delivered to the front desk, reception area, or mail room at 4:53 pm on May 17, 2021 in MIAMI, FL 33134.

 **Delivered, Front Desk/Reception/Mail Room**

May 17, 2021 at 4:53 pm
MIAMI, FL 33134

Feedback

Get Updates v

Text & Email Updates	v
Tracking History	v
Product Information	v

See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.



The City of Coral Gables

7020 3160 0001 1022 0041

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

6/9/2021

NAPCOM LLC
2344 S DOUGLAS RD
CORAL GABLES, FL 33134

RE: 2344 SW 37 AVE
FOLIO # 341080073050

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

Dear Property Owner:

In a certified letter dated 2/8/2021, 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 5/10/2021, 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 black ink, appearing to read "Manuel Z. Lopez".

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

Track Another Package +

Tracking Number: 70203160000110220041

[Remove X](#)

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

In Transit to Next Facility

June 18, 2021

Feedback

Get Updates ✓

Text & Email Updates



Tracking History



Product Information



See Less ^

Can't find what you're looking for?

Go to our [FAQs](#) section to find answers to your tracking questions.

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 21-2947

vs.

Return receipt number:

Napcom LLC
c/o Nassim Emadzadeh
Registered Agent
2344 S. Douglas Rd
Coral Gables, FL 33134-5304
Respondent.

7020 3160 0001 1022 3738

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

Date: August 31, 2021

Re: Property Address: 2344 SW 37 Ave, Coral Gables, FL 33134-5304 Legal Description: Lot 17, Block 31, Coral Gables Sec L Plat book 8, page 85 and Folio #: 03-4108-007-3050 ("Property").

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


Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, 2nd Florida, Coral Gables, Florida 33134, on September 13, 2021, at 2:00 p.m.

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

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

If the Property owner or other interested party does not take all Required Action or prevail at the hearing, the Construction Regulation Board may impose fines not to exceed \$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: BBVA, as successor to Compass Bank , P.O. Box 797808, Dallas, TX 75379-7808; BBVA, as successor to Compass Bank , 15 20th St S, Birmingham, AL 35233-2000



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Case #: 21-2947

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

I, EDUARDO MARTIN, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 2344 SW 37 Ave., ON August 31, 2021 AT 9:15 am. AND WAS ALSO
POSTED AT CITY HALL.

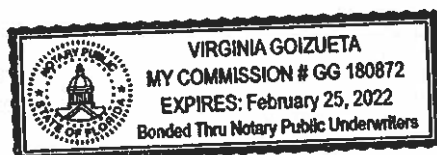
Eduardo Martin
Employee's Printed Name

Eduardo Martin
Employee's Signature

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

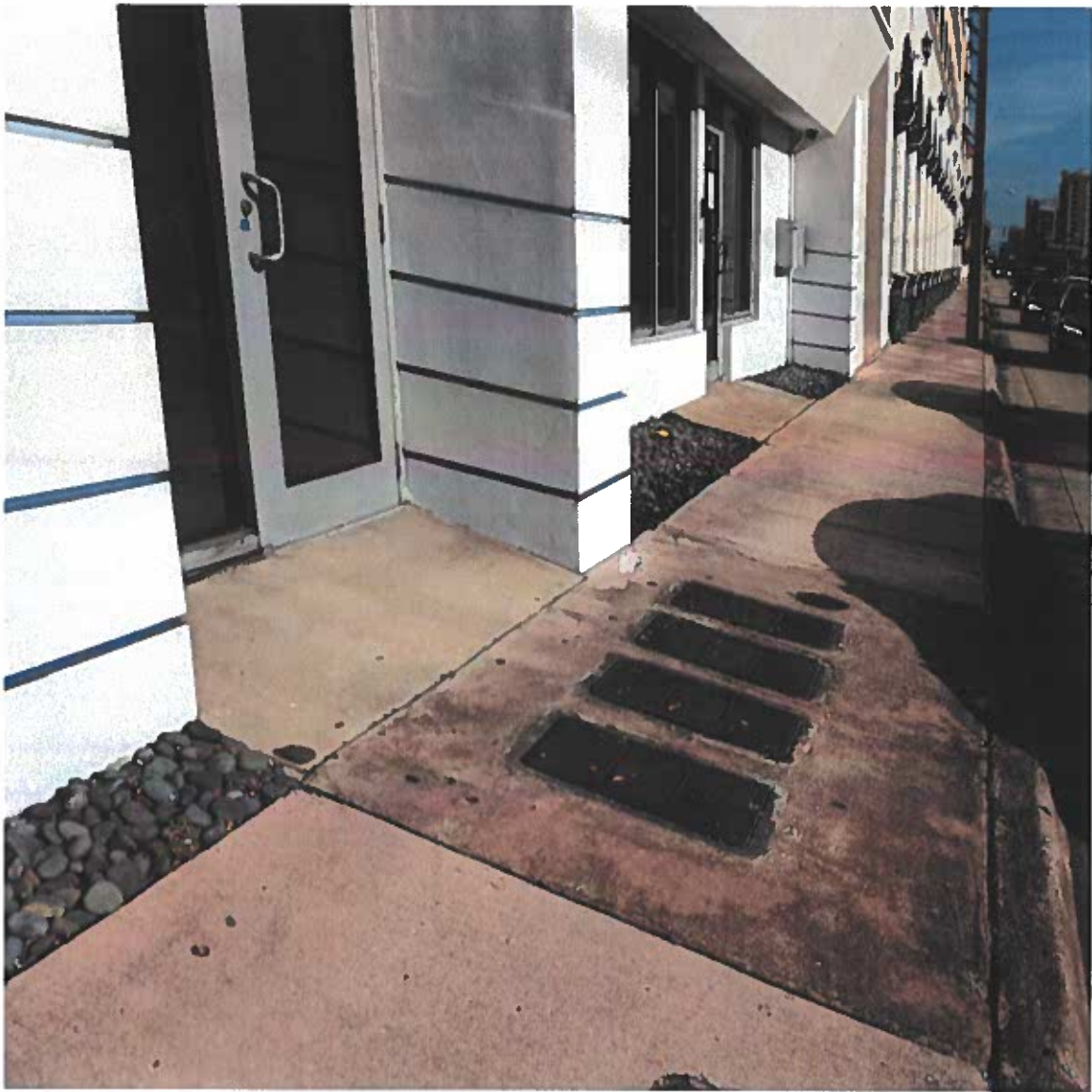
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online
notarization, this 31 day of August, in the year 2021, by
Eduardo Martin who is personally known to me.

My Commission Expires:



[Signature]
Notary Public





Goizueta, Virginia

From: Moreno, Gerardo
Sent: Tuesday, September 28, 2021 10:11 AM
To: Goizueta, Virginia
Subject: FW: Folio 03-4108-007-3050. 40-Year Certification

2344 SW 37 AVE

Gerardo Moreno
Chief Electrical Official
CITY OF CORAL GABLES
BN6349, PX3366, EC13005796

Development Services Department

405 Biltmore Way 3rd floor

Coral Gables, FL 33134

Office 305-460-5256

Fax 305-460-5261

gmoreno@coralgables.com

inspection request at

electricalinspections@coralgables.com

www.coralgables.com/departments/DevelopmentServices/todays-inspections

From: Moreno, Gerardo
Sent: Monday, September 27, 2021 11:43 AM
To: Robert Riley <r.riley@nationalheadache.com>
Subject: RE: Folio 03-4108-007-3050. 40-Year Certification

Good morning, don't forget an electrical permit is require.

Gerardo Moreno
Chief Electrical Official
CITY OF CORAL GABLES
BN6349, PX3366, EC13005796

Development Services Department

405 Biltmore Way 3rd floor

Coral Gables, FL 33134

Office 305-460-5256

Fax 305-460-5261

gmoreno@coralgables.com

inspection request at

electricalinspections@coralgables.com

www.coralgables.com/departments/DevelopmentServices/todays-inspections

From: Robert Riley <r.riley@nationalheadache.com>
Sent: Monday, September 27, 2021 11:15 AM

To: Moreno, Gerardo <gmoreno@coralgables.com>

Cc: Goizueta, Virginia <vgoizueta@coralgables.com>; Yanaisy Pichaco <Yanaisy@easterneg.com>; Nassim Emadzadeh <n.emadzadeh@nationalheadache.com>; Marisol Cardinas LMT <m.cardenas@nationalheadache.com>

Subject: Re: Folio 03-4108-007-3050. 40-Year Certification

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

Mr. Moreno,

Thank you for your observation and detailed response. We will make arrangements for an electrician to install the requisite lighting within the week. Please note that, in addition to the information provided by the inspector, the area is illuminated at night by lighting from the post light at Pollo Tropical as well as the lighting from 55 Merrick, the apartment complex connected to the north side of our building.

Would you be willing to allow us to provide photos of the area at night prior to installation? If not, I appreciate your authority in this matter and we will address as soon as possible.

Sincerely,

Rob
Robert F. Riley

Site Administrator, Miami
& Director, Strategy & Business Development

FLORIDA | NEW JERSEY | TEXAS

www.nationalheadacheinstitute.com



This e-mail and any attached files are intended solely for the use of the recipient. Any views or opinions in this message are those of the author and do not necessarily represent those of the company. This communication may contain material that is privileged and legally protected from disclosure by federal law, including the Health Information Portability and Accountability Act (HIPAA). Although reasonable efforts have been made to assure that this message and attachments are virus-free, the recipient should check this e-mail and any attachments for the presence of viruses. the Company accepts no liability for any damage caused by any virus transmitted by this e-mail.

On Sep 23, 2021, at 11:22 AM, Moreno, Gerardo <gmoreno@coralgables.com> wrote:

Good morning, you must comply with Miami-Dade county ordinance Sec. 8C-3. - Illumination for open parking lots, alleys and access thereto and parking and non enclosed areas under or within buildings. Occasionally use means that it will be use once in a wild and it is not an exemption to the rule, so you must comply with the ordinance.

Gerardo Moreno
Chief Electrical Official
CITY OF CORAL GABLES
BN6349, PX3366, EC13005796

Development Services Department

405 Biltmore Way 3rd floor

Coral Gables, FL 33134

Office 305-460-5256

Fax 305-460-5261

gmoreno@coralgables.com

inspection request at

electricalinspections@coralgables.com

www.coralgables.com/departments/DevelopmentServices/todays-inspections

From: R.Riley NHI <r.riley@nationalheadache.com>

Sent: Thursday, September 23, 2021 10:58 AM

To: Goizueta, Virginia <vgoizueta@coralgables.com>

Cc: Yanaisy Pichaco <Yanaisy@easterneg.com>; Moreno, Gerardo <gmoreno@coralgables.com>

Subject: Re: Folio 03-4108-007-3050. 40-Year Certification

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

Hi Virginia,

Thank you. Please let us know what, if any, supplemental information we can provide. I sincerely appreciate the care & timeliness of your response & assistance.

Sincerely,

Rob

Robert F. Riley

Director of Strategy & Corporate Development



Houston, TX | Miami, FL | South Plainfield, NJ

2344 South Douglas Road, Coral Gables, FL 33134

T. [305.440.5969](tel:305.440.5969) | F. [305.476.9441](tel:305.476.9441) | r.riley@nationalheadache.com

This e-mail and any attached files are intended solely for the use of the recipient. Any views or opinions in this message are those of the author and do not necessarily represent those of the company. This communication may contain material that is privileged and legally protected from disclosure by federal law, including the Health Information Portability and Accountability Act (HIPAA). Although reasonable efforts have been made to assure that this message and attachments are virus-free, the recipient should check this e-mail and any attachments for the presence of viruses. the Company accepts no liability for any damage caused by any virus transmitted by this e-mail.

On Sep 23, 2021, at 8:35 AM, Goizueta, Virginia <vgoizueta@coralgables.com> wrote:

Good morning,

The electrical Chief will be responding shortly.

Virginia Goizueta
Building Service Coordinator
City of Coral Gables
Development Services Department
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Office: 305-460-5250

From: Goizueta, Virginia
Sent: Wednesday, September 15, 2021 7:00 PM
To: Yanaisy Pichaco <yanaisy@easterneg.com>; Moreno, Gerardo <gmoreno@coralgables.com>
Cc: Robert Riley <r.riley@nationalheadache.com>
Subject: Re: Folio 03-4108-007-3050. 40-Year Certification

I am forwarding your e mail to the electrical chief for his review.

Virginia

Sent from my iPhone

On Sep 15, 2021, at 5:02 PM, Yanaisy Pichaco
<yanaisy@easterneg.com> wrote:

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

Good afternoon Virginia,

There is just an space that occasionally is used to park but is not an actual parking lot and has no lighting.

Please let us know if you have any other questions.

Best regards,

Yanaisy Pichaco
Office Manager
yanaisy@easterneg.com

<image002.png>

[3401 NW 82nd Ave, Ste 370,](#)
[Doral, FL. 33122](#)
Ph: (305) 599-8133
[www.easterneg.com](#)
[www.structuralquote.com](#)
[www.yourbuildinginspector.com](#)
<image003.png>

<image004.png>

This e-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521. The contents of this e-mail, and any attachments, are intended solely for the party or parties addressed and named in this e-mail. This e-mail, including any and all attachments, may contain information that is confidential, proprietary, privileged, and/or exempt from disclosure under applicable law. If you are not the intended recipient(s), please do not read, deliver, distribute, or copy this e-mail and/or any attachments. Additionally, if you are not the intended recipient(s), please do not disclose the contents or take any action in reliance upon the information contained in this e-mail and/or any attachments. Further, if you are not the intended recipient(s) of this e-mail, or if this e-mail has been addressed to you in error, please immediately alert the sender by reply e-mail and, then, destroy this e-mail and any and all attachments. Thank you.

From: Robert Riley <r.riley@nationalheadache.com>
Sent: Wednesday, September 15, 2021 4:54 PM
To: Yanaisy Pichaco <Yanaisy@easterneg.com>
Cc: vgoizueta@coralgables.com
Subject: Fwd: Folio 03-4108-007-3050. 40-Year Certification

Begin forwarded message:

From: "Goizueta, Virginia"
<vgoizueta@coralgables.com>
Subject: RE: Folio 03-4108-007-3050. 40-Year Certification
Date: September 14, 2021 at 10:06:16 AM EDT
To: Robert Riley <r.riley@nationalheadache.com>
Cc: "Yanaisy@easterneg.com"
<Yanaisy@easterneg.com>

Good morning,

The electrical plan reviewer is requesting the following:

CLARIFY COMPLIANCE WITH MIAMI-DADE 8C-3,
PHOTOGRAPHS SHOW PARKING IN ALLEY.

Thank you

Virginia Goizueta

Building Service Coordinator
City of Coral Gables
Development Services Department
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Office: 305-460-5250

From: Goizueta, Virginia
Sent: Monday, September 13, 2021 10:52 AM
To: Robert Riley <r.riley@nationalheadache.com>
Cc: Yanaisy@easterneg.com; 'Lopez, Manuel' <mlopez@coralgables.com>
Subject: RE: Folio 03-4108-007-3050. 40-Year Certification

Good morning,

Your case has been withdrawn from today's CRB meeting.

Please provide an engineer letter like the one attached and e-mail it for processing.

Thank you

Virginia Goizueta

Building Service Coordinator
City of Coral Gables
Development Services Department
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Office: 305-460-5250

From: Robert Riley <r.riley@nationalheadache.com>
Sent: Friday, September 10, 2021 4:06 PM
To: Goizueta, Virginia <vgoizueta@coralgables.com>
Cc: Yanaisy@easterneg.com
Subject: Re: Folio 03-4108-007-3050. 40-Year Certification

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

Good afternoon Ms. Goizueta,

Thank you for your email and your assistance throughout this process. Attached, please find confirmation of payment-in-full for the amount outstanding. Please let me know what more I can do to ensure our presence is not needed at the hearing.

Again, thank you for your assistance and support throughout the process. I look forward to maintaining a positive working relationship with the city for years to come.

Sincerely,

Rob
Robert F. Riley

*Site Administrator, Miami
& Director, Strategy & Business Development*

FLORIDA | NEW JERSEY | TEXAS
www.nationalheadacheinstitute.com

<image005.jpg>

This e-mail and any attached files are intended solely for the use of the recipient. Any views or opinions in this message are those of the author and do not necessarily represent those of the company. This communication may contain material that is privileged and legally protected from disclosure by federal law, including the Health Information Portability and Accountability Act (HIPAA). Although reasonable efforts have been made to assure that this message and attachments are virus-free, the recipient should check this e-mail and any attachments for the presence of viruses. The Company accepts no liability for any damage caused by any virus transmitted by this e-mail.

On Sep 9, 2021, at 3:35 PM, Goizueta,
Virginia <vgoizueta@coralgables.com>
wrote:

Good afternoon,

Attached please find the invoice for the recertification and instructions on how to pay for it on the web.

The report has to be reviewed by electrical and building. If approved, you will not have to come to the hearing.

I will be out of the office on Friday and Monday morning. Please follow the status on-line.

Thank you

Virginia Goizueta

Building Service Coordinator

City of Coral Gables

Development Services Department

405 Biltmore Way, 3rd Floor

Coral Gables, Florida 33134

Office: 305-460-5250

From: Robert Riley

[<r.riley@nationalheadache.com>](mailto:r.riley@nationalheadache.com)

Sent: Thursday, September 9, 2021 2:53 PM

To: Goizueta, Virginia

[<vgoizueta@coralgables.com>](mailto:vgoizueta@coralgables.com)

Cc: Yanaisy@easterneg.com; Marisol

Cardinas LMT

[<m.cardenas@nationalheadache.com>](mailto:m.cardenas@nationalheadache.com);

Robert Riley

[<r.riley@nationalheadache.com>](mailto:r.riley@nationalheadache.com)

Subject: Folio 03-4108-007-3050. 40-

Year Certification

Importance: High

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

Good afternoon Ms. Goizueta,

Thank you for taking the time to speak with me last week. As mentioned during our conversation, I was terribly surprised that the structural engineering firm originally hired did not put forward the requested extension request and apparently had no contact with you or your office. Following our conversation, we terminated that group and I was able to enlist the services of Eastern Engineering Group. Thankfully, their office manager, Ms. Yanaisy Pichaco (copied) went above and beyond, stepping our office through the process and ensuring all relevant inspectors showed up in an efficient manner, never overlapping but no long gaps/waits between inspections.

Attached, please find the inspection results, signed and sealed by:

Mr. Gonzalo A. Paz, PE (structural engineer)

Mr. Carlos M. Rodriguez, PE (electrical)

Please advise how I can go about paying the \$600.00 administrative fee and what further actions I need to complete to close out our responsibilities to your office.

Again, thank you for taking the time to speak with me late last week regarding the status of our recertification. As hopefully my actions since we spoke have demonstrated, we believe that the safety of our patients, providers and staff is of paramount importance. Equally, are proud to be members of the City of Coral Gables greater business community.

Rob
Robert F. Riley

*Site Administrator, Miami
& Director, Strategy & Business
Development*

FLORIDA | NEW JERSEY | TEXAS
www.nationalheadacheinstitute.com

<image001.jpg>

This e-mail and any attached files are intended solely for the use of the recipient. Any views or opinions in this message are those of the author and do not necessarily represent those of the company.

This communication may contain material that is privileged and legally protected from disclosure by federal law, including the Health Information Portability and Accountability Act (HIPAA). Although reasonable efforts have been made to assure that this message and attachments are virus-free, the recipient should check this e-mail and any attachments for the presence of viruses. the Company accepts no liability for any damage caused by any virus transmitted by this e-mail.

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding

State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.<RC21088586.pdf><REGISTRATION.pdf><PAYMENTS.pdf><STATUS.pdf>

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

12/17/21



The City of Coral Gables

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

October 18, 2021

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

7020 3160 0001 1022 4124

Napcom LLC
c/o Nassim Emadzadeh
Registered Agent
2344 S. Douglas Rd
Coral Gables, FL 33134-5304

ADDRESS: 2344 SW 37 AVE

PROPERTY FOLIO: 03-4108-007-3050

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:

Gonzalo A. Paz P.E.
PE # 60734
3401 NW 82nd Ave, Suite 370
Doral, Fl. 33122-1052
(305) 599-8133

The professional that completed the Electrical Report is:

Carlos M. Rodriguez P.E.
PE # 0055488
12735 SW 42 Terrace
Miami, Fl. 33175
(305) 510-7322

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

A letter from Gonzalo A. Paz P.E. from Eastern Engineering Group dated 9/1/21 has been submitted indicating "the building, although not suitable for recertification, it does not pose an immediate threat to life and may continue occupancy until repairs are completed".

In addition, if repairs are not completed within 60 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", is written over a light blue circular stamp.

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
Adolfo Garcia, 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. 21-2947

vs.

Napcom LLC
c/o Nassim Emadzadeh
Registered Agent
2344 S. Douglas Rd
Coral Gables, FL 33134-5304
Respondent.

Return receipt number:

7020 3160 0001 1022 4438

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

Date: December 27, 2021

Re: Property Address: 2344 SW 37 Ave, Coral Gables, Fl. 33134-5304 Legal Description: Lot 17, Block 31, Coral Gables Sec L Plat book 8, page 85 and Folio #: 03-4108-007-3050 ("Property").

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

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, 2nd Florida, Coral Gables, Florida 33134, on January 10, 2021 at 2:00 p.m.

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

CITY'S

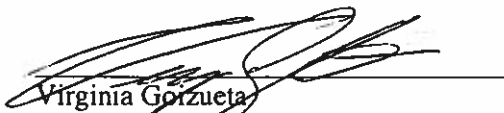
EXHIBIT

6

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

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

Please govern yourself accordingly.



Virginia Gorzqueta
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 : BBVA, as successor to Compass Bank , P.O. Box 797808, Dallas, TX 75379-7808; BBVA, as successor to Compass Bank , 15 20th St S, Birmingham, AL 35233-2000



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Case #: 21-2947

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

I, José Iglesias, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 2344 SW 37 Ave., ON December 27, 2021 AT 9:30 AM AND WAS
ALSO POSTED AT CITY HALL.

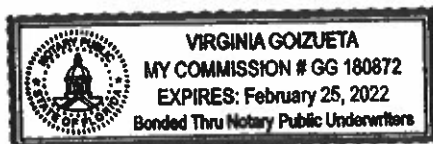
José Iglesias
Employee's Printed Name

[Signature]
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me by means of physical presence or online
notarization, this 27 day of December, in the year 2021, by
José Iglesias who is personally known to me.

My Commission Expires:



[Signature]
Notary Public

CITY'S
EXHIBIT 7



CITY'S

EXHIBIT 8

A photograph of a person standing in a doorway, looking out at a street with palm trees. The number '2344' is visible on the door frame. A document is visible on the right side of the image.

After Recording Return to:
Laura Montejó
Stewart Title Company
255 Alhambra Circle, Suite 720
Coral Gables, FL 33134

This Instrument Prepared by:
Laura Montejó
Stewart Title Company
255 Alhambra Circle, Suite 720
Coral Gables, FL 33134
as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
03-4108-077-3050 and 03-4108-077-3050
File No.: 01206-1289

WARRANTY DEED

This Warranty Deed, Made the 28th day of February, 2013, by 2344 Douglas, LLC, a Florida limited liability company, having its place of business at 2342 S Douglas Road, Coral Gables, FL 33134, hereinafter called the "Grantor", to Napcom, LLC, a Florida Limited Liability Company, whose post office address is: 333 S Biscayne Blvd, #3700, Miami, FL 33131, hereinafter called the "Grantee".

WITNESSETH: That said Grantor, for and in consideration of the sum of One Million One Hundred Fifty Thousand Dollars and No Cents (\$1,150,000.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Miami-Dade County, Florida, to wit:

LOT 17, BLOCK 31, CORAL GABLES SECTION "L", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 85, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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

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

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012, reservations, restrictions and easements of record, if any.

(Wherever used herein the terms "Grantor" and "Grantee" included all the parties to this instrument and the heirs, legal representatives and assigns of the individuals, and the successors and assigns of Limited Liability Company)

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES
TWO SEPARATE DISINTERESTED WITNESSES REQUIRED

Witness Signature: 
Printed Name: Laura E. Montejó

2344 DOUGLAS, LLC, A FLORIDA LIMITED
LIABILITY COMPANY

Witness Signature: 
Printed Name: Rafael Reyes

Rafael Reyes
Member/Managing Member

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 28th day of February, 2013 by Rafael Reyes as Member/Managing Member of 2344 Douglas, LLC, a Florida limited liability company, on behalf of the Limited Liability Company. He/She is personally known to me or has produced drivers license(s) as identification.

Notary Public Signature
Printed Name: Laura Montejó

My Commission Expires: _____
(SEAL)



CITY'S
EXHIBIT 9



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

Detail by Entity Name

Florida Limited Liability Company
NAPCOM, LLC.

Filing Information

Document Number	L12000153103
FEI/EIN Number	46-1747628
Date Filed	12/06/2012
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	04/27/2015

Principal Address

2344 S. Douglas Rd
Coral Gables, FL 33134

Changed: 04/27/2015

Mailing Address

2344 S. Douglas Rd
Coral Gables, FL 33134

Changed: 04/27/2015

Registered Agent Name & Address

EMADZADEH, NASSIM
2344 S. Douglas Rd
Coral Gables, FL 33134

Name Changed: 04/27/2015

Address Changed: 04/27/2015

Authorized Person(s) Detail

Name & Address

Title MGRM

SADEGHI, PAYMAN
2344 S. Douglas Rd
Coral Gables, FL 33134

Title MGR

EMADZADEH, NASSIM
2344 S. Douglas Rd
Coral Gables, FL 33134

Annual Reports

Report Year	Filed Date
2019	03/19/2019
2020	03/19/2020
2021	04/21/2021

Document Images

04/21/2021 -- ANNUAL REPORT	View image in PDF format
03/19/2020 -- ANNUAL REPORT	View image in PDF format
03/19/2019 -- ANNUAL REPORT	View image in PDF format
03/27/2018 -- ANNUAL REPORT	View image in PDF format
05/01/2017 -- ANNUAL REPORT	View image in PDF format
04/21/2016 -- ANNUAL REPORT	View image in PDF format
04/27/2015 -- REINSTATEMENT	View image in PDF format
04/02/2013 -- ANNUAL REPORT	View image in PDF format
12/06/2012 -- Florida Limited Liability	View image in PDF format

Prepared by:
SETTLEPOU
3333 Lee Parkway, Eighth Floor
Dallas, Texas 75219

After Recording, Return To:
Compass Bank
P.O. Box 797808
Dallas, Texas 75379-7808

MORTGAGE, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT
- INCLUDES FUTURE ADVANCES -

THIS MORTGAGE, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT (the "Mortgage") is made as of Feb 28, 2013, BY NAPCOM, LLC, a Florida limited liability company, whose address is 2344 S. Douglas Road, Coral Gables, Florida 33134 (hereinafter referred to as "Borrower") **IN FAVOR OF** Compass Bank whose address is P.O. Box 797808, Dallas, Texas 75379-7808 (hereinafter referred to as "Lender").

I. DEBT SECURED, GRANT, AND PROPERTY ENCUMBERED

TO SECURE payment of all sums now or hereafter owed under a promissory note (the "Note") dated of even date herewith, in the principal amount of One Million Three Hundred Fifty Thousand and No/100 Dollars (\$1,350,000.00) and executed by Borrower and MIAMI HEADACHE CLINIC, P.A., a Florida professional corporation, and delivered to Lender, which Note has a maturity date of 25 years and 6 months, to secure all renewals of the Note (even if evidenced by a separate "renewal Note"), and to secure the payment of all other sums due under this Mortgage or any of the Loan Documents (as herein defined), the Borrower does hereby grant, bargain, sell, convey, mortgage, pledge, assign, and transfer to the Lender the following property:

FEE SIMPLE TITLE TO THE REAL PROPERTY (hereinafter referred to as the "Premises") described on EXHIBIT "A" attached hereto and made a part hereof.

TOGETHER with all interests, estate or other claims, both in law and in equity, which Borrower now has or may hereafter acquire in the Premises including without limitation all additions to real property owned by Borrower or its successors or assigns by means of accretion;

TOGETHER with all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all riparian and water rights;

TOGETHER with all right, title, and interest of the Borrower in and to any streets, alleys, and roads abutting said Premises to the center lines thereof and in and to any strips or gores of land therein;

TOGETHER with all leases (now or hereafter existing) of the Premises and all rents, issues and profits of the Premises and any building or other improvement thereon and all the estate, right, title and interest of every nature whatsoever of the Borrower in and to the same;

TOGETHER with any and all buildings, structures and improvements now or hereafter erected thereon, and all fixtures attachments, and other articles attached to said buildings, structures and improvements, and all building materials incorporated into said buildings, structures and improvements;

TOGETHER with all Borrower's right, title and interest in all building permits or other permits or licenses related to the construction or operation of buildings or improvements on the Premises and all contract rights and documents relating to the Premises or the improvements constructed thereon, including but not limited to, architects' and engineers' drawings, plans and specifications, building permits, licenses and approvals; construction, marketing, management, engineering and architectural contracts; payment and performance bonds; purchase contracts, escrow accounts and deposits, and other agreements related to development, construction and sale of the improvements comprising the Premises, including any amendments and supplements thereto and any claim or cause of action for breach thereof;

TOGETHER with all rights of Borrower under warranties provided under construction contracts, manufacturers warranties and all other warranties under contract, statute or common law;

TOGETHER with (a) all inventory, equipment, goods, accounts, contract rights, general intangibles, and all fixtures or personal property of every nature whatsoever, as those terms are defined in the Florida Uniform Commercial Code, both tangible and intangible, located in, on, or arising from, or used or intended to be used in connection with (or with the operation of) the real property described in this Mortgage, or any buildings, structures and other improvements now or hereafter thereon; (b) all construction materials (whether located at the site of the improvements or elsewhere), furniture, furnishings, carpets, drapes, appliances, motor vehicles, water heaters, air conditioning, electrical, plumbing or lighting equipment, sprinkler systems, security systems, elevators, landscaping, crops, and similar items, located in or on, or arising from or used or intended to be used in connection with (or with the operation of) the real property described in this Mortgage, or any buildings, structures or other improvements now or hereafter thereon; (c) all rents, issues, profits, proceeds, and revenues of the real property described in this Mortgage, and of any improvements thereon, from time to time accruing, including but not limited to those from leases or tenancies now existing or hereafter created, (d) all judgments, awards of damages and settlements resulting from condemnation proceedings or the takings of the real property described in this Mortgage or any part thereof, under the power of eminent domain, or for any damage

(whether caused by such taking or otherwise) to said real property or the improvements thereon, or any part thereof, or to any right appurtenant thereto, including any award for change of grade or streets and including any severance or consequential damages, (e) all loss proceeds of all hazard insurance policies payable with respect to damage to the fixtures and personal property described above and/or the improvements now or hereafter located on the real property described in this Mortgage, (f) all of Borrower's interest on any licenses, permits, franchises, liquor licenses, deposits, tap fees, utility agreements, or similar items, now or hereafter existing, which in any way relate to or are useful in connection with the use or operation of the real property described in this Mortgage or any improvements thereon, and (g) all other types of properties or rights of Borrower described in this Mortgage. The foregoing includes not only all such property now owned by Borrower, but all that may hereafter be acquired by Borrower, and all extensions, additions, improvements, betterments, renewals, accessions, proceeds, and replacements to any of the foregoing.

TO HAVE AND TO HOLD the above described property unto the Lender and its heirs, successors, and assigns, in fee simple forever.

PROVIDED, ALWAYS, that if the Borrower shall pay unto the Lender, its successors or assigns, all sums due under the Note, with interest at the rate provided in said Note and shall pay all other sums provided to be paid by this Mortgage, and shall perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Note, this Mortgage, the Loan Documents and all other instruments securing the Note or executed by Borrower in connection with the Loan evidenced by the Note, if any, then this Mortgage and the estate created hereby shall cease and be null and void and this instrument shall be released by the Lender, at the cost and expense of the Borrower.

II. MORTGAGED PROPERTY

All property (real property, personal property and fixtures) described above and all rights and interests described above shall herein be referred to as the "Mortgaged Property."

III. SECURITY AGREEMENT

In addition to being a Mortgage, this instrument shall constitute a security agreement as that term is used in the Florida Uniform Commercial Code. Borrower hereby grants to Lender a security interest in all of the above described property which constitutes personal property or fixtures. The security interest shall be to secure payment of the Note and all other sums owed by Borrower to Lender under this Mortgage or any Loan documents. It is agreed by the parties hereto that it is their intent that to the extent permitted by law, all such property in any way attached to the real property or any improvement thereof shall be deemed intended to be permanently affixed to the real estate and intended to be a part of the real property encumbered hereby. With respect to any personal property described above, Lender shall have all rights afforded secured parties by the Florida Uniform Commercial Code, in addition to, but not in

limitation of, the other rights afforded the Lender hereunder. Borrower agrees to make, execute and deliver to the Lender, in form satisfactory to the Lender such financing statements and further assurances as Lender may from time to time consider reasonably necessary to create, protect and preserve the Lender's security interest. Borrower shall give written notice to Lender prior to any change of name, any change of the principal place of business of the Borrower, any change of the office where the books and records of Borrower are kept or any change in the registered agent of the Borrower for service of process.

IV. LOAN DOCUMENTS

Simultaneously with the execution of this Mortgage and the Note, Borrower has executed and delivered to Lender other documents and agreements, (collectively, including the Note and this Mortgage, the "Loan Documents") of even date herewith, which evidence or secure the indebtedness described herein or which govern the disbursement or repayment of the loan evidenced by the Note. The failure by the Borrower to fully perform its obligations under any of the Loan Documents shall constitute an "Event of Default" under this Mortgage as hereafter provided.

V. FUTURE ADVANCES

Within 25 years from the date hereof, Lender may advance or loan additional sums (herein "Future Advances") to Borrower. This Mortgage shall secure not only existing indebtedness, but also such Future Advances, with interest thereon, whether such advances are obligatory or to be made at the option of Lender, or otherwise, as are made within 25 years from the date hereof, to the same extent as if such Future Advances were made on the date of execution of this Mortgage. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed twice the face amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on such disbursements. The loan evidenced by the Note is for the purposes of construction. Therefore, any advances or disbursements made under the construction loan agreement executed by Borrower and Lender in connection with such loan to enable completion of the contemplated improvements will also be secured hereby.

VI. ASSIGNMENT OF LEASES

Borrower, by this instrument, assigns to Lender, and additional security for the debt secured by this Mortgage, all of Borrower's interest in and to and under all present or future leases of the Mortgaged Property, or any part thereof. Borrower also absolutely assigns to Lender all rents, issues and profits which may from time to time be due to Borrower under those leases. Borrower authorizes the Lender to collect the rents, issues and profits under those leases after an event or default has occurred hereunder and directs each of the tenants under those leases to pay their rents to Lender upon demand by Lender. Lender by acceptance of this Mortgage, agrees, however, that no such demand shall be made unless and until an Event of Default has occurred

under this Mortgage, but the tenant shall pay the rents, issues and profits to the Lender upon such demand without the necessity of inquiring into the propriety of doing so and shall be fully protected in doing so. Until such demand is made the owner is authorized to collect the rents, issues and profits provided no such collection is made more than one month in advance. Amounts collected under this assignment, less the expenses of collection, shall be applied, in whatever order as Lender may elect, to payment of on operating expenses, taxes and insurance on the real estate, and delinquencies of principal and interest under the Note and Mortgage. Neither this assignment, nor the exercise of the privileges contained herein, shall be construed as a waiver by the Lender of Lender's right to enforce payment of the Note, in strict accordance with these terms. Anything in this paragraph to the contrary notwithstanding, and despite the assignments contained herein, Lender may join any tenant whose lease is subordinate to this Mortgage in a foreclosure of this Mortgage and foreclose the tenant's interest under his lease. Lender is authorized to notify any or all lessees, tenants or occupants of all or part of said Property of the assignment of rents, issues or profits made hereunder or under any such special assignments; Lender shall have no liability for the performance of any covenants under any of said leases. Lender shall not be liable to Borrower for any action taken or omitted in connection with any such leases or rentals or the operation of said Premises. Borrower hereby represents that there are no leases or agreements to lease all or any part of the Mortgaged Property now in effect except leases to current tenants in occupancy of the Mortgaged Property. Borrower agrees not to enter into any new leases of the Mortgaged Property or modify any existing leases (or future leases which have been approved by Lender) without the prior written consent of Lender. Upon Lender's request Borrower agrees to furnish Lender certified copies of all leases of the Premises and all amendments thereto. Borrower shall, upon receipt by Borrower, from time to time of any security deposit by a tenant of all or part of the Mortgaged Property, deposit such sum in an escrow account maintained with Lender. Said sums shall be held and disbursed only in compliance with the requirements of Chapter 83, Florida Statutes. Borrower hereby assigns all of the rights of Borrower to such bank accounts and the funds therein to Lender as collateral security for the indebtedness secured by this Mortgage and Borrower agrees that upon the occurrence of an Event of Default (as hereinafter defined), all funds in said bank account shall, at the election of Lender, be payable to Lender as assignee of such bank accounts subject to the provisions of Chapter 83, Florida Statutes and the rights of tenants as to such funds; provided, however, that Lender shall have no liability for any prior misapplication of said sums by Borrower.

VII. BORROWER'S COVENANTS

Borrower covenants and agrees with and for the benefit of Lender as follows:

7.1 Performance of Obligations. Borrower will pay the principal of the Note, and the interest thereon, as and when the same shall become due and payable, and shall duly pay, perform, and discharge all of its other obligations under the Loan Documents, or created hereunder or secured hereby.

7.2 Warranty of Title. Borrower warrants to Lender that Borrower is indefeasibly seized of the Premises in fee simple; that the Borrower has full power and lawful right to convey the Mortgaged Property; that the Mortgaged Property is free from all encumbrances.

7.3 Compliance. Borrower shall promptly and faithfully comply with, conform to, and obey all present and future laws, ordinances, rules, regulations, and requirements of every governmental authority or agent having jurisdiction, or similar body exercising similar functions, which may be applicable to the Mortgaged Property, or any part thereof, or the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Mortgaged Property, or any part thereof, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use and enjoyment of the Mortgaged Property.

7.4 Impositions.

(a) Taxes. Borrower shall pay and discharge, or cause to be paid and discharged, not later than the date the same shall become delinquent, all taxes, assessments, fees and other governmental charges (and any interest or costs with respect thereto) and all charges for any easement or agreement maintained for the benefit of the Mortgaged Property, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, that at any time after the execution of this Mortgage may be assessed, levied or imposed upon the Mortgaged Property or the rent or income received therefrom or any use or occupancy thereof (hereinafter the "Impositions"). Upon request of Lender, Borrower shall furnish receipted bills to Lender upon receipt by Borrower from the appropriate taxing or other authority, or other evidence reasonably satisfactory to Lender, evidencing the payment of all Impositions. Borrower will not permit the Premises to be assessed (or billed) by the taxing authorities with any other parcel, and shall take such steps as are necessary to obtain a separate bill for the Premises. If any tax or assessment levied or assessed against the Mortgaged Property may legally be paid in installments, Borrower shall have the option to pay such tax or assessments in installments. Notwithstanding the foregoing, Borrower may, at its own expense, after prior written notice to Lender, contest by appropriate proceedings, promptly initiated and conducted in good faith and with due diligence, the amount, validity or application, in whole or in part, if any Imposition if:

i) such proceedings shall suspend the enforcement thereof against Borrower and against the Mortgaged Property; and,

ii) Borrower shall have furnished such security and in such form as may be required in the proceedings or as may be reasonably requested by Lender.

(b) Documentary and Other Stamp Taxes. If at any time the United States, the state in which the Mortgaged Property is located, or any political subdivision thereof, or any department or bureau of any of the foregoing shall require documentary, intangible, revenue or other stamps on the Note or this Mortgage, or any renewal, extension, or modification of either

the Note or this Mortgage, Borrower on demand from Lender shall pay for them as they become due with any interest or penalties thereon. Notwithstanding the foregoing, Borrower shall have the right to contest the enforcement of any of the foregoing taxes provided the requirements for a contest as set forth in the above paragraph captioned "Taxes", are satisfied.

(c) Changes in Law Regarding Taxation. If any law, statute, rule or ordinance hereafter imposes a tax directly or indirectly on Lender with respect to the Mortgaged Property, the value of Borrower's equity therein, the indebtedness evidenced by the Note and secured by this Mortgage or with respect to other fees, charges or sums paid or payable to Lender in connection with this loan transaction (other than income taxes or franchise taxes based on income), Borrower shall promptly pay such tax including any interest or penalties thereon. If Borrower fails to pay such tax Lender, at its election, shall have the right at any time to give Borrower written notice declaring that the principal debt, with interest and other appropriate charges, shall be due on a specified date not less than sixty (60) days thereafter; provided, however, that such election shall be ineffective if, prior to the specified date, Borrower lawfully pays the tax and any interest or penalties due thereon (in addition to all other payments required hereunder) and agrees to pay the tax whenever it becomes due and payable thereafter, which agreement shall then constitute a part of this Mortgage. Notwithstanding the foregoing, Borrower shall have the right to contest the enforcement of any of the foregoing laws provided the requirements for a contest as set forth in the above paragraph captioned "Taxes" are satisfied.

7.5 Escrow for Taxes and Insurance. Borrower shall pay to Lender on each date upon which installments are payable under the Note, such amounts as Lender from time to time estimate are necessary to pay, as the same become due, all taxes, assessments, and insurance premiums for the Mortgaged Property. Lender shall hold such deposits without interest in its general funds and use such deposits to pay such taxes, assessments, and premiums when Lender receives the bill for same.

7.6 Insurance. Borrower shall maintain insurance upon the Mortgaged Property against such risks and in such form as may be specified by Lender from time to time and in amounts and with insurers acceptable to Lender. Insurance for damage or loss to the Mortgaged Property shall be for the full replacement cost. Lender may require builder's risk insurance, fire and "all risk" insurance, business interruption and loss of rents insurance, liability insurance, and other insurance coverages as Lender may, in Lender's discretion, deem appropriate. Each insurance policy shall provide, and the insurer issuing such a policy shall certify to Lender that: (a) loss payments will be payable to Lender as its interest may appear; and, (b) if such insurance be cancelled or materially changed for any reason whatsoever, such insurer will promptly notify Lender and such cancellation or change shall not be effective as to Lender for 30 days after receipt by Lender of such notice. Borrower shall furnish to Lender an original of each such policy and an original of each renewal policy, not less than 30 days prior to the expiration of the original policy or preceding renewal policy (as the case may be). Borrower shall furnish Lender with receipts or other evidence that premiums on the policies have been paid. All such policies are

hereby assigned to Lender. Borrower agrees to execute and deliver such other instruments as Lender may require to evidence the assignment of all such policies and their proceeds to Lender.

Proceeds from insurance on the Mortgaged Property shall be paid to Lender and Lender may apply, at Lender's option and in whatever order as Lender may elect, such proceeds in any one or more of the following ways: (a) to the payment of costs and expenses (including reasonable attorneys, fees and other legal expenses) incurred by Lender in connection with collecting such proceeds; (b) to the payment of accrued interest on the Note; (c) to the payment of principal on the Note; (d) to the fulfillment of any of the covenants of Borrower hereunder; or (e) to payment of the cost of replacing or restoring the Mortgaged Property to a condition satisfactory to Lender. The balance of such proceeds, if any, shall be paid to the persons legally entitled thereto.

7.7 Condemnation. Upon obtaining knowledge of the institution, or the proposed, contemplated or threatened institution of any proceedings for the taking of the Mortgaged Property, or any part thereof, by condemnation or eminent domain, Borrower shall notify Lender of the pendency of such proceedings. At its option, Lender may participate in any such proceedings and Borrower, from time to time, shall deliver to Lender all instruments requested by Lender to permit such participation. In any such proceedings, Lender may be represented by counsel of its own choosing. As additional collateral and further security for the payment of the indebtedness secured hereby, Borrower hereby assigns to Lender all awards hereafter made by virtue of any exercise of the right of condemnation or eminent domain by any authority, including any award for damage to or taking of title to the Mortgaged Property, or any part thereof, or the possession thereof, or any right to any easement affecting the Mortgaged Property or appurtenant thereto (including any award for business damages, moving costs or relocation benefits), and the proceeds of all sales in lieu of condemnation. At its option, Lender may collect and receive all such awards and the proceeds of all such sales and give proper receipts and acquittances therefor, and Lender may, at Lender's option and in whatever order as Lender may elect, apply such awards and proceeds in any one or more of the following ways: (a) to the payment of costs and expenses (including reasonable attorneys, fees and other legal expenses) incurred by Lender in connection with collecting such proceeds; (b) to the payment of accrued interest on the Note; (c) to the payment of principal on the Note; (d) to the fulfillment of any of the covenants of Borrower hereunder; or (e) to payment of the cost of replacing or restoring the Mortgaged Property to a condition satisfactory to Lender. The balance of such awards or proceeds, if any, shall be paid to the persons legally entitled thereto. Borrower agrees to execute and deliver such other instruments as Lender may require to evidence the assignment of all such awards and proceeds to Lender.

7.8 Legal Existence and Taxes. Borrower shall keep in effect its existence and rights as a limited liability company under the laws of the state of its formation and its right to own property and transact business in the state in which the Mortgaged Property is situate during the entire time that it has any ownership interest in the Mortgaged Property. For all periods during which title to the Mortgaged Property or any part thereof shall be held by an entity subject to corporate taxes or taxes similar to corporate taxes, or by an entity required to pay license or other

fees or taxes, Borrower shall file returns for such taxes or license or other fees with the proper authorities, bureaus or departments and it shall pay, when due and payable and before interest or penalties are due thereon, all taxes or license or other fees owing by Borrower to the United States, to such state of incorporation or formation and to the state in which the Mortgaged Property is situate and any political subdivision thereof, and shall produce to Lender receipts showing payment of any and all such taxes, license or other fees, charges or assessments prior to the last dates upon which such taxes, license or other fees, charges or assessments are payable without interest or penalty charges, and within ten (10) days of receipt thereof of all settlements, notices of deficiency or overassessment and any other notices pertaining to Borrower's tax liability, which may be issued by the United States, such state of formation, the state in which the Mortgaged Property is situate and any political subdivision thereof. Notwithstanding the foregoing, Borrower shall have the right to contest any such tax provided the condition to such contest as provided in the above paragraph captioned "Taxes" above are met.

7.9 Care of Premises. Borrower shall maintain, preserve, protect and keep in good order and condition, the Mortgaged Property and from time to time shall make all necessary or appropriate repairs, replacements and improvements thereto. Borrower will commit or permit no waste thereon and will do or permit no act by which the Mortgaged Property will become less valuable. Borrower shall not remove, transfer, sell or dispose of any portion of the Mortgaged Property (including fill dirt, shell, topsoil, trees or other landscaping) except pursuant to construction plans approved by Lender. Borrower will not demolish or substantially alter any building on the Premises except pursuant to construction plans approved by Lender. In the event that the Mortgaged Property or any substantial part thereof shall be damaged or destroyed by fire or other casualty, Borrower shall immediately notify Lender in writing of such damage or destruction. Upon the direction of Lender, Borrower shall, at its sole cost and expense, commence and diligently continue to restore, repair, replace, rebuild or alter the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

7.10 Rezoning. Borrower will not rezone the Premises, request any change in the land plan, or request or consent to any other change in the zoning and planning ordinances or classifications applicable to the Premises without obtaining Lender's prior written consent.

7.11 Other Financing or Liens.

(a) No further lien or encumbrance of any type, whether voluntary or involuntary, shall be permitted to be filed or entered against the Mortgaged Property without the prior written consent of the Lender which consent may be withheld in each instance in Lender's sole discretion. If any such lien or encumbrance is filed or entered, Borrower shall have it removed of record within thirty (30) days after Borrower receives notice of it by either paying it, having it bonded in a manner which removes it of record or otherwise having it removed of record. If the lien or encumbrance is involuntarily placed against the Mortgaged Property and is of a type that cannot be bonded as a matter of law, the deadline for Borrower's removal shall be

extended for a reasonable period provided Borrower diligently pursues litigation for the removal of the lien or encumbrance.

(b) If any action be commenced to foreclose any permitted mortgage or lien of any kind encumbering all or any part of the Mortgaged Property and such action has not been discharged within sixty (60) days, the Lender may, at its option, immediately or thereafter declare this Mortgage and the indebtedness secured hereby, due and payable.

(c) To the extent of the indebtedness of the Borrower to the Lender as described herein or secured hereby, the Lender is subrogated to the lien or liens and to the rights of the owners and holders of each and every mortgage, lien or other encumbrance on the Mortgaged Property or any part thereof which is paid and/or satisfied, in whole or in part, out of the proceeds of the loan described herein or secured hereby. The respective liens of said mortgages, liens or other encumbrances shall be preserved and shall pass to and be held by the Lender as security for the indebtedness described herein or secured hereby, to the same extent that it would have been preserved and would have been passed to and held by the Lender had it been duly and regularly assigned to the Lender by a separate assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention of the parties that the same will be satisfied and cancelled of record by the holders thereof at or about the time of the recording of this Mortgage.

7.12 Prohibition on Transfer. Lender shall have the right in its sole discretion to accelerate and declare due and payable the unpaid principal balance of the Note and all other sums due under the Note, this Mortgage or the Loan Documents in the event: (a) of a change in the ownership, legal or beneficial of the Mortgaged Property or any part thereof without Lender's prior written consent which consent may be withheld by Lender in each instance in its sole discretion, (b) the Mortgaged Property shall be encumbered by any secondary or subordinate financing, or (c) of a change in the ownership of Borrower. Each of the foregoing events specified in the immediately preceding subparagraphs (a) through (c) shall be an "Event of Default" under this Mortgage.

7.13 Books and Records. Borrower shall keep, at its sole cost and expense, adequate records and books of account with respect to the Mortgaged Property and shall permit Lender, or its agents, to visit and inspect the Mortgaged Property and examine its records and books of account and to discuss its affairs, finances and accounts with Borrower and with the officers of Borrower at such reasonable times as may be requested by Lender. During the term of the Note including any extension thereof, upon written request from Lender and annually if no request is made, Borrower at its own expense shall deliver or cause to be delivered to Lender in form and content acceptable to Lender (i) current complete financial statements of the Borrower including a balance sheet and income/expense statements prepared in accordance with generally accepted accounting principles consistently applied, and certified by Borrower as true and correct, and (ii) current rent roll and related occupancy information.

7.14 Required Notices. Borrower shall notify Lender promptly of the occurrence of any of the following: (a) a fire or other casualty causing damage to the Mortgaged Property in excess of \$2,000.00; (b) receipt of notice of eminent domain proceedings or condemnation of the Mortgaged Property; (c) receipt of notice of default or notice of violation or notice of enforcement proceedings from any governmental authority relating to the structure, use or occupancy of the Mortgaged Property; (d) receipt of any notice from the holder of any lien or security interest in the Mortgaged Property; (e) commencement of any litigation affecting the Mortgaged Property; or, (f) receipt of notice from any tenant of the Mortgage Property of default by Borrower under any lease agreement.

7.15 Prohibited Substances. Borrower represents and warrants to Lender that Borrower: (a) has no knowledge of the permanent placement, burial or disposal of any Prohibited Substance (as hereinafter defined) on the Mortgaged Property, of any spills, releases, discharges, leaks, or disposal of any Prohibited Substance that have occurred or are presently occurring on, under, or onto the Mortgaged Property, or of any spills, releases, discharges, leaks or disposal of any Prohibited Substance that have occurred or are occurring off of the Mortgaged Property as a result of Borrower's improvement, operation, or use of the Mortgaged Property which would result in non-compliance with any environmental law; (b) is and has been in compliance with all applicable environmental laws; (c) knows of no pending or threatened environmental civil, criminal or administrative proceedings against Borrower relating to any Prohibited Substance; and (d) knows of no facts or circumstances that would give rise to any future civil, criminal or administrative proceeding against Borrower relating to any Prohibited Substance.

As used herein, the term "Prohibited Substance" shall mean any substance whose storage or existence in or on the Property is restricted, prohibited, or is penalized under any law, ordinance, rule or regulation which is aimed at protecting the air, water, ground, or the environment, or whose release into the air, water, ground, or the environment is restricted, prohibited, or penalized under any such law, ordinance, rule or regulation, or whose removal from the Property is required by any such law, ordinance, rule or regulation. The term "Prohibited Substance," as used herein shall include, but shall not be limited to: asbestos, petroleum products, PCBs, and all substances defined as, or which would be considered to be, a "hazardous substance," "contaminant," "pollutant," "hazardous material," "hazardous waste," "hazardous chemical substance," "solid waste," "toxic substance," "toxic pollutant," or "pollution" under the following Federal Statutes, as amended: (a) the Comprehensive Environmental Response, Compensation, and Liability Act, Chapter 103, 42 U.S.C. §9601 et. seq., (b) the Hazardous Materials Transportation Act, Chapter 27, 49 U.S.C. §1802 et. seq., (c) the Resource Conservation and Recovery Act, Chapter 82, 42 U.S.C. §6901 et. seq., (d) the Toxic Substances Control Act, Chapter 53, 15 U.S.C. §2601 et. seq., (e) the Federal Water Pollution Control Act, Chapter 26, 33 U.S.C. §1251 et. seq., and (f) the Clean Air Act, Chapter 85, 42 U.S.C. §7401. Borrower warrants and represents to Lender that the Property (including the Land) do not contain any Prohibited Substances. The Borrower covenants with Lender that it shall not permit any such Prohibited Substances to be discharged onto or brought onto the Property. Borrower further covenants with Lender that if any such Prohibited Substances are discovered on the Property, same

shall be immediately removed by Borrower, with proper and legal disposal, all as required under applicable laws, ordinances and regulations. Borrower hereby unconditionally agrees to indemnify and to hold Lender harmless from and against any and all loss, claim, liability, damage cost, expense or cause of action arising out of or related to the breach of the foregoing warranties, representations and covenants, including, without limitation, all cost of removal and disposal of such Prohibited Substance and any "clean-up" associated therewith, all costs of determining whether the Property are in compliance with applicable laws, ordinances and regulations, all costs of causing the Property to be in compliance with all applicable laws, ordinances and regulations, and all Lender's reasonable attorneys' fees, consultants' fees and court costs associated with the existence of such Prohibited Substances in or on the Property.

Lender shall have the right, in its sole discretion upon reasonable cause, to require Borrower to periodically (but not more frequently than annually unless an environmental complaint is then outstanding) perform (at Borrower's expense) an environmental audit and, if deemed necessary by Lender, an environmental risk assessment of the Property, each of which must be satisfactory to Lender. Should Borrower fail to perform said environmental audit or risk assessment within 30 days of the Lender's written request, Lender shall have the right but not the obligation to retain an environmental consultant to perform said environmental audit or risk assessment. All costs and expenses incurred by Lender in the exercise of such rights shall be secured by this Mortgage and shall be payable by Borrower upon demand or charged to Borrower's loan balance at the discretion of Lender.

The obligations of Borrower under the foregoing representations, warranties, covenants and indemnity, shall survive the satisfaction or foreclosure of this Mortgage and the payment of the Note.

7.16 Legal Actions. If Lender is made a party to or appears, either voluntarily or involuntarily, in any action or proceeding affecting the Mortgaged Property, the Note, or the validity or the priority of this Mortgage, then, Borrower shall, upon demand, reimburse Lender for all costs, expenses and liabilities incurred by Lender by reason of any such action or proceeding including reasonable attorneys, fees, and the same shall be secured by this Mortgage.

7.17 Estoppel Certificate. Borrower shall, within fifteen days from written demand, execute in such form as shall be reasonably requested, an Estoppel Certificate duly acknowledged setting forth the amount of principal and interest unpaid under the debt secured by this Mortgage, whether there are any offsets or defenses against enforcement of that debt, and the general status of this Mortgage. Failure of the Borrower to make and deliver to Lender the Estoppel Certificate within the required time shall constitute an Event of Default hereunder.

7.18 Legal Fees and Costs. Borrower shall pay all the costs, charges and expenses, including attorneys fees, reasonably incurred or paid at any time by the Lender, because of the failure of the Borrower to perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Note, this Mortgage, and any other Loan

Documents or either. The fees and costs to be paid include those incurred by Lender in enforcing this Mortgage, the Note or any other Loan Document at the trial or appellate level. All such payments shall be secured by this Mortgage and shall bear interest at the "default" interest rate provided in the Note.

VIII. EVENTS OF DEFAULT

The occurrence of any of the following shall constitute an event of default (herein called an "Event of Default") under this Mortgage:

(a) **Default in Payment.** Borrower shall fail to pay any installment of principal, interest, tax escrow payment or other sums due on the Note, under this Mortgage, or under any of the other Loan Documents when due.

(b) **Breach of Covenant.** Borrower shall fail to observe or perform any other covenant or agreement made by Borrower in or pursuant to this Mortgage, or any of the other Loan Documents or any other document evidencing or securing the indebtedness secured hereby.

(c) **Breach of Warranty.** Any representation, warranty or other information furnished by the Borrower in connection with the loan secured hereby shall be reasonably determined by the Lender to have been false or misleading in any material respect as of the date on which the same was made or given.

(d) **Bankruptcy, Receivership, Insolvency, Etc.** (i) Borrower makes any assignment for the benefit of creditors; or, (ii) a receiver, liquidator, or trustee of Borrower or of Borrower's property is appointed; or, (iii) any voluntary or involuntary petition for bankruptcy, reorganization or arrangement of Borrower or any guarantor of the Note is filed pursuant to the Federal Bankruptcy Code, or any similar statute and which, in the case of an involuntary petition, is not discharged within 60 days; or, (iv) Borrower becomes insolvent; or, (v) Borrower is liquidated or dissolved or its charter expires or is revoked.

(e) **Notice Limiting Future Advances.** Borrower shall file in the public records in the county in which the Premises are located, a notice limiting the maximum principal amount that may be secured by this Mortgage or mails such a notice to Lender.

(f) **Other Specified Events.** Any other event occurs which is specified in this Mortgage to be an Event of Default.

IX. REMEDIES

If an Event of Default shall occur and any applicable notice requirement shall have been complied with by Lender, Lender may, at its option exercise any one or more of the following rights or remedies:

(a) Acceleration. Lender may declare the unpaid portion of the principal of the Note, all interest accrued and unpaid thereon, and all other sums secured hereby, to be due and payable immediately, whereupon such sums shall immediately become and be due and payable without notice or demand;

(b) Foreclosure. Lender may foreclose this Mortgage in the manner provided by law and in equity;

(c) Possession of Mortgaged Property. Lender may to the extent permitted by law, enter and take possession of all the Mortgaged Property, and exclude Borrower and its agents and employees wholly therefrom, and hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time: (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of Borrower in its name or otherwise, with respect to the same; (iv) enter into agreements with others to exercise the powers herein granted Lender;

(d) Collection of Rents. To the extent permitted by law, Lender may collect and receive all the income, revenues, rents, issues and profits of the Mortgaged Property, including those past due as well as those accruing thereafter, and apply the monies so received by Lender, in such priority as Lender may determine, to the payment of accrued interest on the Note, the payment of overdue installments of principal, the cost of insurance, taxes, assessments and other proper expenses of owning the Mortgaged Property or any part thereof, and the reasonable compensation, expenses and disbursements of the agents of Lender;

(e) Cure by Lender. Lender may, at Lender's sole option, and without waiving or affecting its other remedies hereunder, pay such sums of money as may be necessary to cure the default; all sums so paid, together with interest at the "default" interest rate provided in the Note and together with all costs, charges, attorneys, fees and expenses incurred in connection with the payment shall be immediately due and payable by Borrower and shall be secured by this Mortgage (Notwithstanding such payments by Lender, the Event of Default shall be deemed to be continuing until Lender has been reimbursed by Borrower as described herein);

(f) Receiver. Lender may obtain, without regard to the value of the Mortgaged Property, as a matter of right, the appointment of a receiver to take possession of the Mortgaged Property and to collect all rents, revenues, issues, income, products and profits thereof and apply the same as the Court may direct; the expenses including receiver's fees, attorneys, fees, costs and agent's compensation, incurred pursuant to the powers herein contained, shall be secured by this Mortgage. Borrower hereby consent to the appointment of a receiver;

(g) Other Remedies. Lender may exercise any other remedy specifically granted under this Mortgage, or the Note, or any other Loan Document, or exercise any other

remedy provided in equity, or at law, or by virtue of any statute, or otherwise, including but not limited to, suits for monetary damages or awards, and injunctive relief.

No right, power or remedy conferred upon or reserved to Lender by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument securing the Note or now or hereafter existing at law, in equity, or by statute.

X. MISCELLANEOUS

10.1 **No Waiver.** No delay or omission of Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall impair such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to Lender may be exercised from time to time and as often as may be deemed expedient by Lender. No waiver of any default hereunder shall extend to or affect any subsequent or any other Event of Default then existing or impair any rights, powers or remedies consequent thereon. If Lender:

(i) grants forbearance or an extension of time for the payment of any sums secured hereby;

(ii) takes other or additional security for the payment of sums secured hereby;

(iii) waives or does not exercise any right granted in the Note, this Mortgage or any other instruments securing the Note;

(iv) releases any part of the Mortgaged Property from the lien of this Mortgage or releases from liability any guarantor or other party who is liable for the Note;

(v) changes any of the terms of the Note, this Mortgage or any other instrument securing the Note;

(vi) consents to the filing of any map, plat or declaration of condominium of the Mortgaged Property; or

(vii) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof,

no such act or omission shall release, discharge, modify, change or affect the original liability under the Note, this Mortgage or otherwise of Borrower or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-maker, endorser, surety or guarantor,

nor shall such act or omission affect, disturb or impair in any manner whatsoever the validity and priority of the lien of this Mortgage for the full amount of the indebtedness remaining unpaid together with all other amounts due hereunder. No act or omission of Lender shall preclude it from exercising any right, power or privilege herein granted or intended to be granted.

10.2 Subsequent Borrowers. In the event the ownership of the Mortgaged Property or any part thereof becomes vested in a person other than Borrower, the Lender may without notice to Borrower, deal with such successor or successors in interest with reference to this Mortgage and to the Note secured hereby in the same manner as with Borrower without in any way discharging or vitiating Borrower's liability hereunder or upon the Note.

10.3 Further Assurances. Borrower agrees that at any time, and from time to time, after execution and delivery of this Mortgage it will, upon the request of Lender, and at Borrower's sole expense, execute and deliver such further documents and do such further acts and things as Lender may reasonably request in order to fully effect the purposes of this Mortgage and to subject to the lien of this Mortgage any property intended by the provisions hereof to be covered hereby.

10.4 Severability. If any provision of this Mortgage is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Mortgage shall remain in full force and effect and shall be liberally construed in favor of Lender in order to effect the provisions of this Mortgage.

10.5 Terms. Whenever used in this Mortgage, unless the context clearly indicates a contrary intent:

(a) The word "Borrower" shall mean the person who executes this Mortgage, any subsequent owner of the Mortgaged Property, and their respective heirs, executors, administrators, successors, and assigns;

(b) The word "Lender" shall mean the person specifically named herein as "Lender" or any subsequent holder of this Mortgage and their heirs, successors and assigns;

(c) The word "person" shall mean individual, corporation, partnership or unincorporated association;

(d) The use of any gender shall include all genders;

(e) The singular number shall include the plural and the plural the singular as the context may require.

(f) If Borrower is more than one person, all agreements, conditions, covenants, provisions, stipulations, powers of attorney, authorizations, waivers, releases, options, undertakings, rights and benefits made or given by Borrower shall be joint and several, and shall

bind and affect all persons who are defined as "Borrower" as fully as though all of them were specifically named herein wherever the word "Borrower" is used.

(g) The word "Mortgage" shall mean this document.

10.6 Time of Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Borrower under this Mortgage, the Note and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the indebtedness secured hereby.

10.7 Notices. All notices, statements, requests, and demands given to or made upon any party hereto in accordance with the provisions of this Mortgage shall be deemed to have been given or made when hand delivered or deposited in the Certified Mails of the United States, Return Receipt Requested, postage prepaid, or deposited with Federal Express or similar delivery service, addressed to such party at the address or addresses hereinabove stated following the names of the respective parties, or to a different address in accordance with any unrevoked written direction from such party to the other parties hereto.

10.8 Captions. Captions of paragraphs contained in this Mortgage are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Mortgage or the intent of any provision hereof.

10.9 Applicable Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Florida.

10.10 Federal Law Application. The loan secured by this Mortgage ("Loan") was made under a SBA nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulation:

- (a) When SBA is the holder of the Note, this document and all documents evidencing or securing the Loan will be construed in accordance with federal law.
- (b) Lender or SBA may use local or state procedures for purposes such as filing paper, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. Neither Borrower nor any other obligor of the Obligation may claim or assert against SBA any local or state law to deny any obligation of Borrower or any obligor of the Obligation, or defeat any claims of SBA with respect to the Loan.
- (c) Any clause in this Mortgage requiring arbitration is not enforceable when SBA is the holder of the Note.

10.11 JURY TRIAL WAIVER. THE BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE BORROWER AND THE LENDER MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO (a) THIS MORTGAGE, (b) THE LOAN EVIDENCED BY THE NOTE, OR (c) THE LOAN DOCUMENTS. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS MORTGAGE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE BORROWER, AND THE BORROWER HEREBY REPRESENTS THAT NO REPRESENTATION OF FACT OR OPINION HAS BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THE BORROWER FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. LENDER, BY ITS ACCEPTANCE OF THIS MORTGAGE, SHALL BE DEEMED TO HAVE, IN A SIMILAR MANNER, WAIVED ITS RIGHT TO A JURY TRIAL.

10.12 Construction Mortgage: This Mortgage is a construction mortgage, as that term is used in the Florida Uniform Commercial Code.

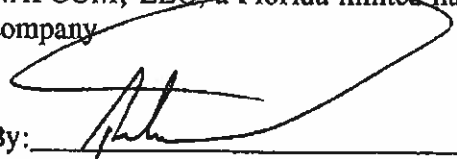
IN WITNESS WHEREOF, this Mortgage has been duly executed, delivered and sealed by the Borrower on the day and year first above written.

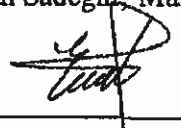
Signed, sealed and delivered
in the presence of:

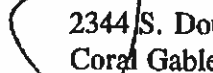
Name: _____

Name: _____

NAPCOM, LLC, a Florida limited liability
company

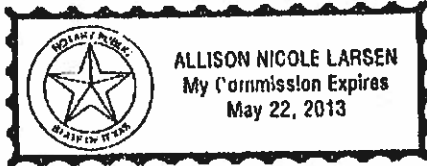
By: 
Payman Sadeghi, Manager

By: 
Nassim Emadzadeh, Manager

Address: 
2344 S. Douglas Road
Coral Gables, Florida 33134

STATE OF ~~FLORIDA~~ ^{Texas} §
 COUNTY OF ~~MIAMI-DADE~~ ^{Harris} §
 §

The foregoing instrument was acknowledged before me this 28 day of February, 2013, by Payman Sadeghi and Nassim Emadzadeh, Managers of NAPCOM, LLC, a Florida limited liability company, on behalf of the company. They are personally known to me or have produced T.O.L. as identification.



Ali Nish
 NOTARY PUBLIC, State of ~~Florida~~ ^{Texas} *A.Y.*

AFTER RECORDING RETURN TO:

Compass Bank
 P.O. Box 797808
 Dallas, Texas 75379-7808

PREPARED IN THE LAW OFFICE OF:

SETTLEPOU
 3333 Lee Parkway
 Eighth Floor
 Dallas, Texas 75219

Exhibit "A"

LOT 17, BLOCK 31, CORAL GABLES SECTION "L", ACCORDING TO THE MAP OR PLAT THEREOF AS
RECORDED IN PLAT BOOK 8, PAGE 85, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

[Home](#) > [Resources](#) > [Data Tools](#) > [BankFind Suite](#) > Find Institutions by Name & Location[< !\[\]\(eafc244b53721dd1ec133f0772f70fc7_img.jpg\) BankFind Suite Home](#)[Back to Search Results](#)

Succeeding Institution

Compass Bank



Institution Details

Data as of 08/20/2021



Institution Closed
Merged or acquired on
10/23/1998
without government
assistance

FDIC Cert #
27419

Established
12/19/1988

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

**Primary Federal
Regulator**
Federal Reserve Board

Main Office Address
24 Greenway Plaza
Houston, TX 77046

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

Consumer Assistance
[Federal Reserve Cons...](#)

Contact the FDIC
[Compass Bank](#)

**BBVA USA
Cert - 19048**



FDIC Insured
Since 03/02/1964
**Click to View
Succeeding
Institution**

See the succeeding
institution for more
information.

Get additional detailed information by selecting from the following:

[Locations](#)[History](#)[Institution Profile](#)[Other Names](#)

This information is not available for inactive institutions.

[Home](#) > [Resources](#) > [Data Tools](#) > [BankFind Suite](#) > Find Institutions by Name & Location[BankFind Suite Home](#)[Back to Search Results](#)

BBVA USA



Institution Details

Data as of 08/20/2021

**FDIC Insured**
Since 03/02/1964**FDIC Cert #**
19048**Established**
03/02/1964**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**
15 20th Street S
Birmingham, AL 35233**Primary Website**
www.bbvausa.com**Locations**
646 domestic locations: 7 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**
[BBVA USA](#)

Get additional detailed information by selecting from the following:

[Locations](#)[History](#)[Institution Profile](#)[Other Names](#)**646 Branch Offices**

Hide ^

Results

25 ▾



1

2

3

4

5

...

26



Page #

Go

UNINUM	Branch Number	Name	Address	City	County	State
12885	Main Office	Bbva Usa	15 20th Street S Birmingham, AL 35233	Birmingham	Jefferson	AL
247161	1	Financial Center Birmingham Branch	505 20th St N Birmingham, AL 35203	Birmingham	Jefferson	AL
247162	2	Westgate Branch	1151 Bankhead Highway West Birmingham, AL 35204	Birmingham	Jefferson	AL
247163	3	Midfair Branch	7200 Aaron Aronov Drive Fairfield, AL 35064	Fairfield	Jefferson	AL
247164	4	Green Springs Branch	198 Green Springs Highway Homewood, AL 35209	Homewood	Jefferson	AL
247165	5	Roebuck Branch	9208 Parkway East Birmingham, AL 35206	Birmingham	Jefferson	AL
			1668			

247166	6	Eastwood Village Branch	Montclair Road Birmingham, AL 35210	Birmingham	Jefferson	AL
247170	10	Brookwood Branch	501 Shades Creek Pkwy Birmingham, AL 35209	Birmingham	Jefferson	AL
247171	11	Hoover Branch	1560 Montgomery Hwy Hoover, AL 35216	Hoover	Jefferson	AL
247173	13	Leeds Branch	7925 Parkway Drive Southeast Leeds, AL 35094	Leeds	Jefferson	AL
247176	16	Riverchase Branch	1789 Montgomery Highway Birmingham, AL 35244	Birmingham	Jefferson	AL
247177	19	Warrior Branch	100 Fifth Street East Warrior, AL 35180	Warrior	Jefferson	AL
1814	21	Auburn Main Branch	101 South College Street Suite 101	Auburn	Lee	AL

			Auburn, AL 36830			
194226	24	Opelika Branch	315 South Sixth Street Opelika, AL 36801	Opelika	Lee	AL
9254	25	Decatur Main Branch	404 Well Street Northeast Decatur, AL 35601	Decatur	Morgan	AL
232102	26	Albertville Branch	300 West Main Street Albertville, AL 35950	Albertville	Marshall	AL
232103	27	Athens Main Branch	105 West Green Street Athens, AL 35611	Athens	Limestone	AL
232104	28	Cullman Main Branch	1715 Second Avenue Southwest Cullman, AL 35055	Cullman	Cullman	AL
232108	32	Florence Main Branch	412 North Court Street Florence, AL 35630	Florence	Lauderdale	AL
232110	34	Fort Payne Main Branch	200 Gault Avenue North Fort Payne,	Fort Payne	De Kalb	AL

Branch

AL 35967

232111	35	Gadsden Main Branch	601 Broad Street Gadsden, AL 35901	Gadsden	Etowah	AL
232113	37	Huntsville Northwest Branch	2004 Country Club Avenue Northwest Huntsville, AL 35816	Huntsville	Madison	AL
232114	38	Governors Drive Branch	114 Governors Drive Southeast Huntsville, AL 35801	Huntsville	Madison	AL
232116	40	Muscle Shoals Branch	606 East Avalon Avenue Muscle Shoals, AL 35661	Muscle Shoals	Colbert	AL
232118	42	Oneonta Branch	300 Second Avenue East Oneonta, AL 35121	Oneonta	Blount	AL



MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING STRUCTURAL RECERTIFICATION

Sep 01, 2021

INSPECTION COMMENCED

DATE: September 01st, 2021

INSPECTION COMPLETED:

DATE: September 01st, 2021

MUST BE SIGNED AND SEALED
BY ARCHITECT OR ENGINEER

Gonzalo A Paz
Digitally signed by
Gonzalo A Paz
DN: cn=US,
c=US, ou=Florida
01726CA84DA000
001AEE,
cn=Gonzalo A Paz
Date: 2021.09.01
13:47:07 -0400

INSPECTION MADE BY

SIGNATURE: _____

PRINT NAME: Gonzalo A. Paz, PE

TITLE: Structural Engineer

ADDRESS: Eastern Engineering Group
3401 NW 82nd Ave, Suite 370
Doral, Florida 33122
Phone: (305) 599-8133

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED
BY GONZALO A. PAZ, PE ON THE DATE ADJACENT TO
THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED AND THE SIGNATURE
MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

1. DESCRIPTION OF STRUCTURE:

- a. Name of Title: 2344 South Douglas Road
- b. Street Address: 2344 South Douglas Road, Coral Gables, FL 33134
- c. Legal Description: 8 54 41 CORAL GABLES SEC L PB 8-85 LOT 17 BLK 31 LOT SIZE 3427 SQUARE FEET OR 17660-2845 0397 4 (2) COC 24566-1627 04 2006 1
- d. Owner's Name: NAPCOM LLC
- d. Owner's Mail Address: 2344 South Douglas Road, Coral Gables, FL 33134
- f. Building Official Folio Number: 03-4108-007-3050
- g. Building Code Occupancy Classification: Business Group B
- h. Present Use: Medical Clinic
- i. General Description, type of construction, size, number of stories and special features:
Two story building with footprint approximately of 3,958 sq. ft. Roof framing consist in open web steel joist with deck of gypsum, bearing in concrete masonry walls. Second floor framing probably wood rafters supported on interior wood studs bearing partition walls. Ground floor of concrete slab on grade. Foundation to be presumably wall footing for masonry walls.
- j. Additions to original structure: No

2. PRESENT CONDITION OF STRUCTURE:

- a. General alignment (note good, fair, poor, explain if significant):
 - 1. Bulging: Good
 - 2. Settlement: Good
 - 3. Deflections: None Visible
 - 4. Expansion: None Visible
 - 5. Contraction: None Visible
- b. Portions showing distress (note beams, columns structural walls, floors, roofs, other).
None visible.
- c. Surface conditions - describe general conditions of finishes, noting cracking, spalling, peeling, signs of moisture penetration and stains.
There are no signs of moisture penetration. Finishes in fair condition were observed throughout the structure.
- d. Cracks - note location in significant members. Identify crack size as HAIRLINE if barely discernable; FINE if less than 1mm in width; MEDIUM if between 1 and 2 mm in width; WIDE if over 2 mm.
None visible
- e. General extent of deterioration - cracking or spalling of concrete or masonry; oxidation of metals; rot or borer attack in wood.
None visible.
- f. Previous patching or repairs: Signs of patching on stucco
- g. Nature of present loading - indicate residential, commercial, or other. Estimate magnitude.
Office (50 psf). Typical loading for this type of structure.

3. INSPECTIONS:

- a. Date of notice of required inspection: Not Available.
- b. Date of actual inspection: September 01st, 2021
- c. Name and qualification of individual submitting inspection report:
Gonzalo A. Paz (FL P.E. No. 60734) Structural Engineer
Eastern Engineering Group
- d. Description of any laboratory or other formal testing, if required, rather than manual or visual procedures: N/A.
- e. Structural repair - Note appropriate line:
 - 1. None required: ✓
 - 2. Required (describe and indicate acceptance): N/A

4. SUPPORTING DATA:

- a. 7 Sheets written data.
- b. 9 Attached photographs.
- c. 0 Drawings or sketches.

5. MASONRY BEARING WALLS - Indicate good, fair, poor, on appropriate lines:

- a. Concrete masonry units: Fair
- b. Clay tile or terra cotta units: N/A.
- c. Reinforced concrete tie columns: Fair
- d. Reinforced concrete tie beams: Fair
- e. Lintels: N/A.
- f. Other type bond beams: N/A.

g. Masonry Finishes - exterior:

1. Stucco: Fair
2. Veneer: N/A
3. Paint only: Fair
4. Other (describe): N/A.

h. Masonry Finishes –Interior:

1. Vapor barrier: N/A.
2. Furring and Plaster: Good
3. Paneling: N/A
4. Paint Only: Good
5. Other (describe): N/A.

i. Cracks:

1. Location - Note beams, columns, other: None Visible
2. Description: N/A

j. Spalling:

3. Location - Note beams, columns, other: None Visible
4. Description: N/A.

k. Rebar corrosion - check appropriate line:

1. None visible: ✓
2. Minor-Patching will suffice: N/A.
3. Significant - but patching will suffice: N/A.
4. Significant - structural repairs required describe): N/A.

1. Samples chipped out for examination in spall areas:

1. No: ✓
2. Yes - describe color texture, aggregate, general quality: N/A.

6. FLOOR AND ROOF SYSTEMS:

a. Roof:

1. Describe (flat, sloped, type roofing, type roof deck, condition):
Flat roof made with bituminous material. Roof framing of open web steel joist supporting a gypsum panel. Framing and roofing in fair condition
2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of supports:
Medium RTU over aluminum and steel supports in fair condition.
3. Note types of drains and scuppers and condition:
Drain and scuppers in fair condition.

b. Floor System (s):

Describe (type of system framing, material, spans, and condition):
Second floor framing probably wood rafters supported on interior wood studs bearing partition walls. Ground floor of concrete slab on grade. Both framing system in fair condition.

- c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members:
Open web steel joists were exposed. Second floor framing was hidden with ceiling drywall. Roof and second floor framing were inspected for levelness and serviceability throughout to the best extent possible, paying particular attention to deflections, weakness, and warping.

7. STEEL FRAMING SYSTEMS:

- a. Description: Open web steel joist with gypsum decking, in fair condition.
- b. Exposed Steel - describe condition of paint and degree of corrosion:
No signs of corrosion were observed at the visible portion of the steel joist.
- c. Concrete or other fireproofing - note any cracking or spalling and note where any covering was removed for inspection: N/A.
- d. Elevator sheave beams, connections and machine floor beams - note condition:
N/A.

8. CONCRETE FRAMING SYSTEM:

- a. Full description of structural system: Concrete tie-beams and concrete tie-columns in fair condition.
- b. Cracking:
 - 1. Not Significant: ✓.
 - 2. Location and description of members effected and type cracking: N/A.
- c. General condition: Fair
- d. Rebar corrosion - check appropriate line:
 - 1. None visible: ✓.
 - 2. Location and description of members affected and type cracking: N/A.
 - 3. Significant - but patching will suffice: N/A.
 - 4. Significant - Structural repaired (describe): N/A.
- e. Samples chipped out in spall areas:
 - 1. No: N/A.
 - 2. Yes, describe: color, texture, aggregate and general quality: N/A.

9. WINDOWS:

- a. Type (wood, steel, aluminum, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other): Aluminum Windows & Metal Doors
- b. Anchorage - type and condition of fasteners and latches: Not visible
- c. Sealants - Type and condition of fasteners and latches: Caulk
- d. Interior seals - type and condition at operable vents: Caulk
- e. General condition: Fair

10. WOOD FRAMING:

- a. Type - fully describe if mill construction, light construction, major spans, trusses: Second floor framing probably wood rafters supported on interior wood studs bearing partition walls. Second floor framing was hidden with ceiling drywall. Second floor framing were inspected for levelness and serviceability throughout to the best extent possible, paying particular attention to deflections, weakness, and warping.
- b. Note metal fittings i.e., angles, plates, bolts split rings, pintles, other and note condition: N/A.
- c. Joints - note if well fitted and still closed: N/A.
- d. Drainage - note accumulations of moisture: None visible
- e. Ventilation - note any concealed spaces, not ventilated: N/A.
- f. Note any concealed spaces opened for inspection: N/A.



Picture No. 1: Building West Elevation (Rear)



Picture No. 2: Building South-East Elevation (Front-Side)



Picture No. 3: Building South Elevation (Side)



Picture No. 4: Ground floor of concrete slab on grade. In fair condition



Picture No. 5: Second floor framing probably wood rafters supported on interior wood studs bearing partition walls. Second floor framing was hidden with ceiling drywall. Second floor framing were inspected for levelness and serviceability throughout to the best extent possible, paying particular attention to deflections, weakness, and warping. In fair condition



Picture No. 6: Roof framing consist in open web steel joist with deck of gypsum, bearing in concrete masonry walls. In fair condition



Picture No. 7: Flat roof made with bituminous material. In fair condition.



Picture No. 8: Medium RTU over aluminum and steel supports. In fair condition.



Picture No. 9: Aluminum Windows in fair condition

CERTIFICATION OF COMPLIANCE WITH PARKING LOT GUARDRAILS
REQUIREMENTS
IN CHAPTER 8C OF THE CODE OF MIAMI-DADE COUNTY

DATE: September 01st, 2021

Re: Case No.

Property Address: 2344 South Douglas Road, Coral Gables, FL 33134

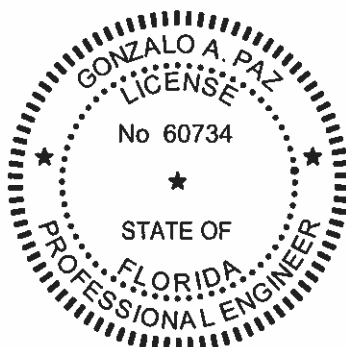
Building Description:

Two story building with footprint approximately of 3,958 sq. ft. Roof framing consist in open web steel joist with deck of gypsum, bearing in concrete masonry walls. Second floor framing probably wood rafters supported on interior wood studs bearing partition walls. Ground floor of concrete slab on grade. Foundation to be presumably wall footing for masonry walls

The undersigned states the following:

I am a Florida registered professional engineer or architect with an active license. On September 01st, 2021, I inspected the parking lots servicing the above referenced building for compliance with Section 8C-6 and determined the following (check only one):

- ☒ [X] 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 the 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.



Sep 01, 2021

Signature and Seal
of Architect or Engineer

Gonz
alo A
Paz

Digitally signed
by Gonzalo A Paz
DN: c=US,
o=Unaffiliated,
ou=A01410C0000
0172ECAB4DAD0
0001AEE,
cn=Gonzalo A Paz
Date: 2021.09.01
13:46:48 -04'00'

THESE ITEM HAS BEEN DIGITALLY SIGNED AND SEALED
BY GONZALO A. PAZ, PE ON THE DATE ADJACENT TO
THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED AND THE SIGNATURE
MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

(Gonzalo A. Paz, PE. No. 60734)

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

DATE: September 7, 2021

Re: Folio No. 03-4108-007-3050

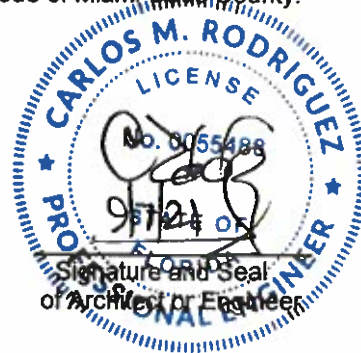
Property Address: 2344 SW 37 Avenue, Coral Gables, Florida 33134

Building Description: One Story Office Building.

The undersigned states the following:

BUILDING NOT PROVIDED WITH PARKING.

1. I am a Florida registered professional engineer or architect with an active license.
2. On N/A, at N/A, I measured the level of illumination in the parking lot(s) serving the above referenced building.
3. Maximum N/A foot candle per SF, Minimum N/A foot candle per SF, Minimum to Maximum ratio N/A : N/A, foot candle N/A average per SF.
4. The level of illumination provided in the parking lot(s) meets the minimum standards for the occupancy classification of the building as established in Section 8C-3 of the Code of Miami-Dade County.



Carlos M. Rodriguez
(Print Name)

Rodriguez & Anglin Professional Design, Inc.
12735 SW 42 Terrace
Miami, FL 33175
Phone: 305-510-7322
Fax: 305-222-8855

September 7, 2021

City of Coral Gables Building Department
405 Biltmore Way
Coral Gables, Florida 33134

Attention: Building Dept. Official

In reference to: 40 Year Electrical Re-certification
2344 SW 37 Avenue
Coral Gables, Florida 33134

Dear Building Official:

In accordance with Section §8-11(f) of the Code of Miami-Dade County, I have performed an inspection of the above referenced buildings and determined, that the building is electrically safe for continued use under present occupancy. The findings of my inspection are summarized in this written report that follows the Minimum Inspection Procedural Guidelines for Building Recertification. This report does not preclude the building from subsequent inspections as deemed necessary by the Building Official.

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 my 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 reasonably possible.

Should you have any questions concerning this report, please feel free to contact me at (305) 510-7322.



City of Coral Gables Building Department

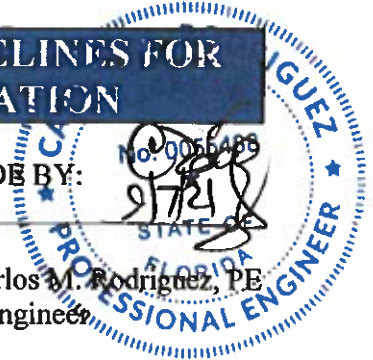
MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING'S ELECTRICAL RECERTIFICATION

INSPECTION COMMENCED
DATE: September 1, 2021

INSPECTION COMPLETED:
DATE: September 1, 2021

INSPECTION MADE BY:
SIGNATURE: _____

PRINT NAME: Carlos M. Rodriguez, PE
TITLE: Electrical Engineer



MUST BE SIGNED AND SEALED
BY ARCHITECT OR ENGINEER

ADDRESS: Rodriguez & Anglin Prof. Design
12735 SW 42 Terraces
Miami, Florida 33175
Phone: (305) 510-7322

1. DESCRIPTION OF STRUCTURE:

- a. Name of Title: 2344 SW 37 Avenue
- b. Street Address: 2344 SW 37 Avenue, Coral Gables, Florida 33134.
- c. Legal Description: 8 54 41 CORAL GABLES SEC L PB 8-85 LOT 17 BLK 31
LOT SIZE 3427 SQUARE FEET OR 17660-2845 0397 4 (2)
COC 24566-1627 04 2006 1.
- d. Owner's Name: NAPCOM LLC.
- e. Owner's Mail Address: 2344 S Douglas Rd
Coral Gables, Florida 33134.
- f. Building Official Folio Number: 03-4108-007-3050.
- g. Building Code Occupancy Classification: Office Building.
- h. Present Use: Office Building.
- i. General Description, type of construction, size, number of stories and special features:
Two Story building with concrete masonry exterior walls. Wooden roof. Adjusted area 3,958 Sq.Ft. Built in 1951.
- j. Additions to original structure: No.

2. ELECTRIC SERVICE:

a. Size: Amperage (100) Fuses () Breakers (X)
b. Phase: Three Phase (X) Single Phase ()
c. Condition: Good (X) Fair () Requires Correction ()
d. Comments: Main 1 of 3. 120/240v, 3 Phase, 4W.

a. Size: Amperage (100) Fuses () Breakers (X)
b. Phase: Three Phase () Single Phase (X)
c. Condition: Good (X) Fair () Requires Correction ()
d. Comments: Main 2 of 3. 120/240v, 1 Phase, 3W.

a. Size: Amperage (100) Fuses () Breakers (X)
b. Phase: Three Phase () Single Phase (X)
c. Condition: Good (X) Fair () Requires Correction ()
d. Comments: Main 3 of 3. 120/240v, 1 Phase, 3W.

3. METER AND ELECTRIC ROOM:

a. Clearances: Good (X) Fair () Requires Correction ()
b. Comments: .

4. GUTTERS:

a. Location: Good (X) Requires Repair ()
b. Taps and Fills: Good (X) Requires Repair ()
c. Comments:

5. ELECTRICAL PANELS:

a. Panel # (A) Location: Office.
Good (X) Needs Repair ()
Comments: Cutler-Hammer 120/240v, 1 Phase, 3W, MLO 200A.

b. Panel # (B) Location: Office
Good (X) Needs Repair ()
Comments: Cutler-Hammer 120/240v, 3 Phase, 4W, MLO 200A.

c. Panel # (C) Location: Office
Good (X) Needs Repair ()
Comments: Cutler-Hammer 120/240v, 1 Phase, 3W, MLO 125A.

6. BRANCH CIRCUITS:

a. Identified: Yes (X) Must be Identified ()
b. Conductors: Good (X) Deteriorated () Must be Replaced ()
c. Comments



7. GROUNDING OF SERVICE:

a. Condition: Good (X)

Repairs Required ()

b. Comments:

8. GROUNDING OF EQUIPMENT:

a. Condition: Good (X)

Repairs Required ()

b. Comments:

9. SERVICE CONDUITS / RACEWAYS:

a. Condition: Good (X)

Repairs Required ()

b. Comments:

10. SERVICE CONDUCTORS AND CABLES:

a. Condition: Good (X)

Repairs Required ()

b. Comments: Overhead Service.

11. TYPES OF WIRING METHODS:

a. Condition:

Conduit Raceways: Good (X)

Repairs Required ()

Conduit PVC: Good ()

Repairs Required ()

NM Cable: Good ()

Repairs Required ()

BX Cable: Good ()

Repairs Required ()

12. FEEDER CONDUCTORS:

a. Condition: Good (X)

Repairs Required ()

b. Comments:

13. EMERGENCY LIGHTING:

a. Condition: Good (X)

Repairs Required ()

b. Comments: Battery Backup type.

14. BUILDING EGRESS ILLUMINATION:

a. Condition: Good (X)

Repairs Required ()

b. Comments:

15. FIRE ALARM SYSTEM:

a. Condition: Good ()

Repairs Required ()

b. Comments: N/A.



16. SMOKE DETECTORS:

- a. Condition: Good (X) Repairs Required ()
b. Comments: Duct smoke detectors provided for AC unit.

17. EXIT LIGHTS:

- a. Condition: Good (X) Repairs Required ()
b. Comments: Battery Backup type.

18. EMERGENCY GENERATOR:

- a. Condition: Good () Repairs Required ()
b. Comments: N/A

19. WIRING IN OPEN OR UNDER COVER PARKING GARAGE AREAS:

- a. Condition: Good () Repairs Required ()
b. Comments: N/A.

20. OPEN OR UNDERCOVER PARKING SURFACE AND SECURITY LIGHTING:

- a. Condition: Good (X) Repairs Required ()
b. Comments:

21. SWIMMING POOL WIRING:

- a. Condition: Good () Repairs Required ()
b. Comments: N/A

22. WIRING OF MECHANICAL EQUIPMENT:

- a. Condition: Good (X) Repairs Required ()
b. Comments:

23. GENERAL ADDITIONAL COMMENTS:





City of Coral Gables
Development Services



RC-21-08-8586

2344 SW 37 AVE #

Folio #: 03-4108-007-3050

Permit Description: BUILDING
RECERTIFICATION (YEAR BUILT 1951)

EL _____
ME _____
PL _____

OFFICE SET

Section	Approved	
	By	Date
<input checked="" type="checkbox"/> BUILDING	<i>upf</i>	<i>9/13/21</i>
<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"/>		
<input type="checkbox"/> OWNER BUILDER		

R

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

**Special Inspector required
for the following:**

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