



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On 10/28/2015

Property Information	
Folio:	03-4108-007-0380
Property Address:	1801 PONCE DE LEON BLVD
Owner	JAK HOLDINGS GRP LLC
Mailing Address	1801 PONCE DE LEON BLVD CORAL GABLES , FL 33134-4418
Primary Zone	6400 COMMERCIAL - CENTRAL
Primary Land Use	1713 OFFICE BUILDING - ONE STORY : OFFICE BUILDING
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq Ft
Living Area	Sq Ft
Adjusted Area	2,275 Sq Ft
Lot Size	2,500 Sq.Ft
Year Built	1924



Assessment Information			
Year	2015	2014	2013
Land Value	\$400,000	\$345,000	\$312,500
Building Value	\$455,000	\$455,000	\$455,000
XF Value	\$0	\$0	\$0
Market Value	\$855,000	\$800,000	\$767,500
Assessed Value	\$855,000	\$800,000	\$767,500

Benefits Information				
Benefit	Type	2015	2014	2013
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional)				

Short Legal Description
CORAL GABLES SEC L PB 8-85 LOT 3 BLK 6 LOT SIZE 25 010 X 100 COC 25962-0798 09 2007 6

Taxable Value Information			
	2015	2014	2013
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$855,000	\$800,000	\$767,500
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$855,000	\$800,000	\$767,500
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$855,000	\$800,000	\$767,500
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$855,000	\$800,000	\$767,500

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
09/01/2007	\$1,825,000	25962-0798	Qual on DOS, but significant phy change since time of transfer
12/01/1998	\$264,000	18388-0640	2008 and prior year sales; Qual by exam of 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

1801 Ponce De Leon Blvd



2014



The City of Coral Gables

S-26 Not Complied

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

4/1/2014

VIA CERTIFIED MAIL

JAK HOLDINGS GRP LLC
1801 PONCE DE LEON BLVD
CORAL GABLES , FL 33134-4418

91 7108 2133 3932 6148 0180

RE: 1801 PONCE DE LEON BLVD,CORAL GABLES, FL
Folio # 03-4108-007-0380
Recertification of Building 40 Years or older

Gentlemen:

This Department has been advised that the subject building is forty (40) years old, or older, having been built in year 1924.

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 report must be furnished to this Department with ninety (90) days from the date of this letter, indicating that the building meets the requirements of building recertification under the Code. In the event that repairs or modifications are found to be necessary resulting from the recertification inspection, the owner shall have a total of 150 days from the date of this Notice in which to complete indicted repairs or modifications.

The architect or engineer that you choose to do the inspection may obtain the required forms: "*Minimum Inspection Procedural Guidelines for Building Recertification*," from this link: <http://www.miamidade.gov/building/form-checklist.asp> to access the interactive structural and electrical forms. In addition to the forms, a cover letter must state that that the property meets the requirement for building recertification; no additional documents or photographs are necessary.

The certification report, along with the filing fee in the amount of \$380.63; plus, \$2.45 per page document preservation fee must be paid with a check, or credit card payment to the "City of Coral Gables," and sent/delivered to:

BUILDING RECERTIFICATION SECTION
Coral Gables Building & Zoning Department
405 Biltmore Way
Coral Gables, FL 33134

Any questions may be directed to (305) 460-5228. Thank you for your prompt consideration.

Sincerely,

Manuel Z. Lopez

Manuel Z. Lopez, P.E.
Building Official

CITY'S

EXHIBIT

2



The City of Coral Gables

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

7/22/2014

JAK HOLDINGS GRP LLC
1801 PONCE DE LEON BLVD
CORAL GABLES, FL 33134-4418

VIA CERTIFIED MAIL

Re: Building Recertification
1801 PONCE DE LEON BLVD
Folio # 03-4108-007-0380

91 7108 2133 3932 6262 1728

Dear Property Owner:

In a certified letter dated 4/1/2014, this Department notified you the property referenced above requires a 40-year building recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). The letter informed you it was necessary to furnish this Department a report prepared by a licensed architect or engineer within 90-days specifying the building meets the requirements for building recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification.

Please be advised that as of 7/1/2014 the report will be overdue and this building will be deemed to be in 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.

Failure to contact us before 10/22/2014, will result in our forwarding this building information to the Miami-Dade County Unsafe Structures Board for further determination.

Please govern yourself accordingly.

Sincerely,

Manuel Z. Lopez

Manuel Z. Lopez, P.E.
Building Official



The City of Coral Gables

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

6/2/2015

JAK HOLDINGS GRP LLC
1801 PONCE DE LEON BLVD
CORAL GABLES, FL 33134-4418

****FINAL NOTICE****

VIA CERTIFIED MAIL

Re: Building Recertification
1801 PONCE DE LEON BLVD
Folio # 03-4108-007-0380

91 7108 2133 3932 6185 5292

Dear Property Owner:

In a certified letter dated 4/1/2014, this Department notified you the property referenced above requires a 40-year building recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). The letter informed you it was necessary to furnish this Department a report prepared by a licensed architect or engineer within 90-days specifying the building meets the requirements for building recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification.

Please be advised that as of 6/1/2015 the report will be overdue and this building will be deemed to be in 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.

Failure to contact us before 7/6/2015, will result in our forwarding this building information to the Miami-Dade County Unsafe Structures Board for further determination.

Please govern yourself accordingly.

Sincerely,

Manuel Z. Lopez

Manuel Z. Lopez, P.E.
Building Official

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JAK HOLDINGS GRP LLC
1801 PONCE DE LEON BLVD
CORAL GABLES, FL 33134-4418

2. Article Number

(Transfer from service label)

91 7108 2133 3932 6185 5292

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X 

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Certified Mail®

Priority Mail Express™

Registered

Return Receipt for Merchandise

Insured Mail

Collect on Delivery

4. Restricted Delivery? (Extra Fee)

Yes



The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY

CORAL GABLES, FLORIDA 33134

July 8, 2015

VIA CERTIFIED MAIL

91 7108 2133 3932 5924 9218

JAK Holdings Grp LLC
John Herrera, P.A.
1801 Ponce De Leon Blvd
Coral Gables, Fl. 33134

Re: 1801 Ponce De Leon Blvd
Folio # 03-4108-007-0380

Dear Property Owner/Manager:

This Department has received your request dated July 8, 2015 for an extension to provide us with the Recertification Report for the above referenced property.

By these means, I am granting you ninety (90) days from the date of this letter to provide the Recertification Report. If you have further questions please contact me at (305) 460-5242.

Sincerely,

Manuel Z. Lopez

Manuel Z. Lopez, P.E.
Building Official

CITY OF CORAL GABLES.

Case # 15-4458

Petitioner,

vs.

JAK HOLDINGS GROUP, LLC,
a Florida limited liability company.

Respondent.

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

Date: October 27, 2015

To:

<p><u>Owner</u> Jak Holdings Group, LLC 1801 Ponce de Leon Blvd. Coral Gables, FL 33134-4418</p> <p>Return receipt number: 91 7108 2133 3932 6147 4769</p> <p>and to John Herrera, Counsel for Jak Holdings Group, LLC, at service@johnherreralaw.com</p>	<p><u>Owner (Registered Agent)</u> Jak Holdings Group, LLC c/o Morton Antman Registered Agent 900 South Federal Highway, Suite B Hollywood, FL 33020-6051</p> <p>Return receipt number: 91 7108 2133 3932 6147 4776</p>
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<p><u>Mortgagee</u> TotalBank 2720 Coral Way Miami, FL 33145-3202</p> <p>Return receipt number: 91 7108 2133 3932 6147 4783</p>	<p><u>Mortgagee</u> TotalBank 100 SE 2nd Ave., 32nd Floor Miami, FL 33131-2100</p> <p>Return receipt number: 91 7108 2133 3932 6147 4790</p>
<p><u>Second Mortgagee</u> Florida Business Development Corporation 6801 Lake Worth Road, Suite 209 Greenacres, FL 33467-2966</p> <p>Return receipt number: 91 7108 2133 3932 6147 4806</p>	<p><u>Second Mortgagee</u> Florida Business Development Corporation 300 SW 12 Ave., Suite A Miami, FL 33130-2002</p> <p>Return receipt number: 91 7108 2133 3932 6147 4813</p>
<p><u>Second Mortgagee (Registered Agent)</u> Florida Business Development Corporation c/o Agustin De Goytisolo Registered Agent 799 Brickell Ave., Suite 606 Miami, FL 33131-2808</p> <p>Return receipt number: 91 7108 2133 3932 6147 4820</p>	

Re: The one-story office building ("Structure") built in 1924 (40-year recertification required) and located at **1801 Ponce de Leon Boulevard**, Coral Gables, FL 33134-4418, legally described as: Lot 3, in Block 6, of REVISED PLAT OF CORAL GABLES SECTION "L", according to the Plat thereof, as recorded in Plat Book 8, at Page 85, of the Public Records of Miami-Dade County, Florida; and having folio number 03-4108-007-0380 ("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 as follows:

On April 1, 2014, the City sent the Property Owner a 90-day Notice of Required Inspection for the Property's requesting an inspection report conforming to the minimum inspection procedural guidelines as issued by the Miami-Dade County Board of Rules and Appeals, pursuant to Section 8-11(f) of the Miami-Dade County Code ("Report").

On July 22, 2014 and June 2, 2015, the City sent the Property Owner the City sent the Property Owner notices that the Report was past due.

To date, the Owner has not a) submitted the Report; b) completed the required repairs and c) submitted a letter from the architect or engineer who prepared the Report stating that the Structure now meets the minimum requirements ("Compliance Report")(collectively referred to as "Required Action").

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, Coral Gables, Florida 33134, on November 9, 2015, at 2:00 p.m.

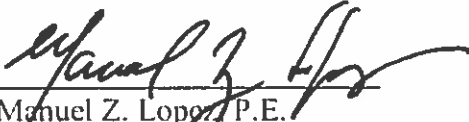
You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence, however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the 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 Belkys Garcia, Secretary to the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134, bgarcia@coralgables.com, tel: (305) 460-5229.

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 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 appeal the decision of the Building Official, the Construction Regulation Board may enter an order of demolition and assess all costs of the proceedings and demolition and other Required Action for which the City shall have a lien against the Property and the Property Owner.

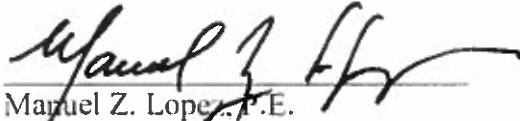
Please contact Virginia Goizueta, Building Services Coordinator, tel.: (305) 460-5250, email: vgoizueta@coralgables.com, or Manuel Z. Lopez, P.E., Building Official, tel.: (305) 460-5242, email: mlopez@coralgables.com. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 3:30 p.m.

Please govern yourself accordingly.


Manuel Z. Lopez, P.E.
Building Official

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on October 27, 2015, a true and correct copy of the foregoing notice was served via certified mail, return receipt requested, by first class mail, via e-mail at any e-mail address indicated above, and, on October 28, 2015, by hand-delivery or posting at the Property.


Manuel Z. Lopez, P.E.
Building Official

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.

ADA Assistance: The City complies with the provisions of the American with Disabilities Act. Individuals with disabilities requiring special accommodations or assistance should contact Ernesto Pino, Assistant Public Works Director, at (305) 460-5004, with requests for auxiliary aids or services at least one business day before the hearing in order to request such assistance.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Total Bank
2720 Coral Way
Miami, Florida
33145



9590 9401 0033 5168 6856 46

2. Article Number (Transfer from service label)

9171082133393261474783

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Handwritten Signature]

Agent

Addressee

E. Received by (Printed Name)

David Lora

F. Date of Delivery

05/30/13

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Insured Mail

Insured Mail Restricted Delivery (over \$500)

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Signature Confirmation™

Signature Confirmation Restricted Delivery

Domestic Return Receipt



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Complaint/Case #: 15-4458

Title of Document Posted: Construction Regulation Board Case

I, Claudio Ramos, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 1801 Ponce de Leon Blvd. ON 10-28-15.
AT 10:40 am.

Claudio Ramos
Employee's Printed Name

[Signature]
Employee's Signature

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

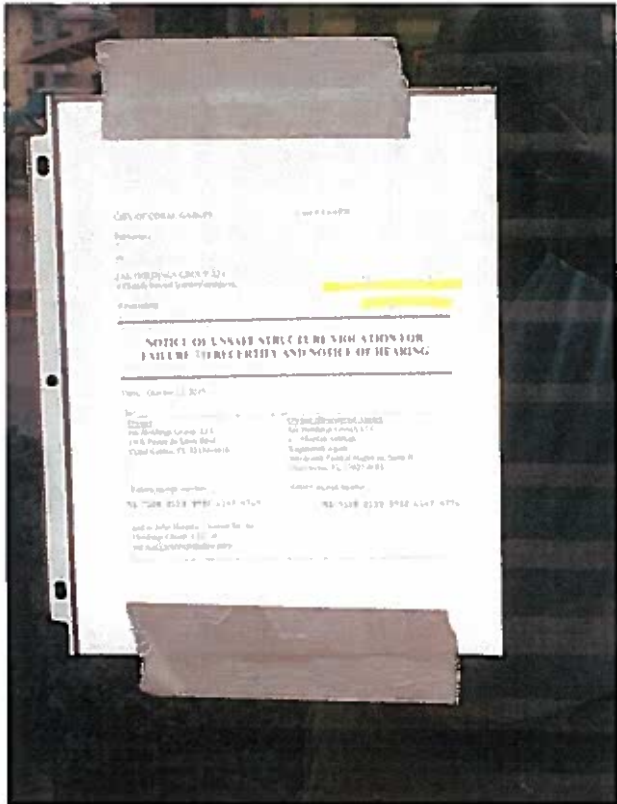
Sworn to (or affirmed) and subscribed before me this 28th day of October, in the
year 20 15, by Claudio Ramos who is personally known to me
or has produced _____ as identification.

My Commission Expires:



Belkys Garcia
Notary Public

1801 Ponce De Leon Blvd



**MINUTES OF A SPECIAL MEETING OF THE
SHAREHOLDERS AND DIRECTORS OF
1801 PONCE HOLDING CORP.**

A Special Meeting of the Shareholders and Directors of 1801 Ponce Holding Corp., Inc. a Florida corporation (the "Corporation"), was held on September 18, 2007, at 3:00 p.m. at the office of the corporation at 1801 Ponce de Leon Boulevard, Coral Gables, Florida 33134

The following, being the sole Shareholder and Director of the Corporation was present: **CASSANDRA RODRIGUEZ**.

CASSANDRA RODRIGUEZ. was elected to act as Chairwoman of the meeting and Secretary of the meeting.

A written waiver of notice of this meeting, signed by the Shareholder, was then presented and read by the Secretary.

There being a quorum of Shareholders present, the Chairwoman called the meeting to order.

The Chairwoman then announced that the purpose of the meeting was to discuss and act upon a proposal for the Corporation to open a ratify and confirm the acceptance of that certain Commercial Contract, wherein John Herrera and Teresa Herrera, and/or assigns, contracted to purchase the following described property for the sum of One Million Eight Hundred Twenty Five Thousand Dollars, (\$1,825,000.00) from the corporation:

Lot 3, Block 6, REVISED PLAT CORAL GABLES SECTION "L",
according to the Plat thereof, as recorded in Plat Book 8, at Page
85, of the Public Records of Miami-Dade County, Florida.

After a full discussion by the Shareholder and Director of the Corporation, the following Resolution was unanimously adopted:

"RESOLVED:

(1) The Corporation ratifies, confirms and accepts that certain Commercial Contract, wherein John Herrera and Teresa Herrera, and/or assigns, contracted to purchase the following described property for the sum of One Million Eight Hundred Twenty Five Thousand Dollars, (\$1,825,000.00) from the corporation:

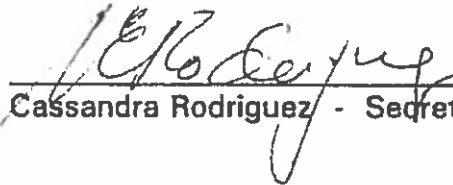
CR

Lot 3, Block 6, REVISED PLAT CORAL GABLES SECTION "L",
according to the Plat thereof, as recorded in Plat Book 8, at Page
85, of the Public Records of Miami-Dade County, Florida.

(2) Cassandra Rodriguez, in her capacity as President of the
Corporation, is hereby authorized to close on the transaction contemplated by
said Contract, and in connection therewith, to execute and deliver a Warranty
Deed, as well as any and all other documentation, of whatever kind or nature,
as may be required to consummate said transaction."

There being no further business to come before the meeting, it was, upon
motion being duly made and carried, adjourned.

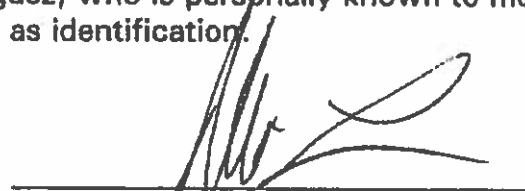
Dated: September 18, 2007.



Cassandra Rodriguez - Secretary

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

The foregoing instrument was acknowledged before me on this 18 day
of September, 2007 by Cassandra Rodriguez, who is personally known to me
or has produced a Florida driver's license as identification.



Notary Public
Notary Print Name:

my commission expires:

Prepared by: Robert Lederman, Esquire
1570 Madruga Avenue - Suite 311
Coral Gables, Florida 33146



ROBERT LEDERMAN
MY COMMISSION # DD 240163
EXPIRES: December 9, 2007
Bonded Thru Budget Notary Services



Detail by Entity Name

Florida Limited Liability Company

JAK HOLDINGS GROUP, LLC

Filing Information

Document Number	L07000088832
FEI/EIN Number	N/A
Date Filed	08/29/2007
State	FL
Status	ACTIVE

Principal Address

1801 PONCE DE LEON BOULEVARD
CORAL GABLES, FL 33134

Mailing Address

1801 PONCE DE LEON BOULEVARD
CORAL GABLES, FL 33134

Registered Agent Name & Address

ANTMAN, MORTON
900 SOUTH FEDERAL HIGHWAY
SUITE B
HOLLYWOOD, FLORIDA, FL 33020

Authorized Person(s) Detail

Name & Address

Title MGR

HERRERA, JOHN
1801 PONCE DE LEON BOULEVARD
CORAL GABLES, FL 33134

Annual Reports

Report Year	Filed Date
2013	03/22/2013
2014	04/24/2014
2015	01/13/2015

Document Images

<u>01/13/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/24/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/22/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/24/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/15/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/06/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/20/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/24/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>08/29/2007 -- Florida Limited Liability</u>	View image in PDF format



CFN 2013R0133761
OR Bk 28495 Pgs 3473 - 3488; (16pgs)
RECORDED 02/19/2013 15:01:17
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

ASSIGNMENT OF MORTGAGE

Recording Requested By and
When Recorded Mail To:

Gregory S. Grossman, Esq.
Astigarraga Davis Mullins & Grossman PA
701 Brickell Avenue, 16th Floor
Miami, Florida 33131

ASSIGNMENT OF MORTGAGE

SMALL BUSINESS ADMINISTRATION, an agency of the United States of America ("Assignor"), whose address is 2120 Riverfront Dr, Ste 100, Little Rock, AR 72202-1794, for good and valuable consideration paid by **TOTALBANK**, a Florida banking corporation ("Assignee"), whose address is 2720 Coral Way, Miami, Florida 33145 hereby assigns, grants, sells and transfers to Assignee and Assignee's successors, transferees and assigns forever, all of the right, title and interest of Assignor in and to that certain Mortgage and Security Agreement dated as of September 20, 2007, executed by **JAK HOLDINGS, LLC**, a Florida limited liability company, and **AJR INVESTMENTS CORP.**, a Florida corporation, for the benefit of Assignee, recorded on October 1, 2007, with the County Recorder of Miami-Dade County, Florida, in Book 25962, Page 0831 (the "Mortgage"), a true and correct copy of which is attached hereto as **Exhibit A**.

THIS ASSIGNMENT IS MADE WITHOUT RECOURSE OR WARRANTY by Assignor, except as expressly set forth herein and in that certain Loan Sale Agreement dated as of February 14, 2013 by and between Assignor and Assignee.

This Assignment is subject to the following additional terms and conditions:

1. Assignor represents and warrants to Assignee that (a) Assignor is the legal owner and holder of the Mortgage and has the right to assign the Mortgage; and (b) the person who executed this Assignment is fully and lawfully authorized and empowered to cause Assignor to enter into and consummate this Assignment.
2. This Assignment shall inure to the benefit of the successors and assigns of the Assignor, Assignee, and Borrower, and shall be binding upon the successors and assigns of the Assignor, Assignee, and Borrower.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, this Assignment has been duly executed and acknowledged as of the _____ day of February, 2013.

U.S. SMALL BUSINESS ADMINISTRATION

Hollis Carter

Name: Hollis Carter
Supervisory Loan Officer
Little Rock Commercial Servicing Center

STATE OF ARKANSAS)
) ss
COUNTY OF PULASKI)

On the 15th day of February, 2013 before me, the undersigned, personally appeared Hollis Carter, Supervisory Loan Officer of the Small Business Administration, an agency of the United States of America, personally known to me to be or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument, the entity on behalf of which the individual(s) acted, executed the instrument.

(seal)



Denise R. Coakley

Notary Public
My Commission Expires: 8-6-2018



CFN 2007R0962030
 OR 84 25962 Pgs 0831 - 8441 (14pgs)
 RECORDED 10/01/2007 15:28:29
 MTG DOC TAX 2,597.00
 INTANGS TAX 1,484.00
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY
 AND IS TO BE RETURNED TO:
 Daria S. Fernandez, Esq.
 Fernandez, Alran-Pace & Associates, P.A.
 9703 South Dixie Highway
 Suite 7
 Miami, Florida 33156

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (herein "Mortgage") made this 20
 day of September, 2007, by and between JAK Holdings Group, LLC, a Florida limited liability
 company, as to Parcel "A" and AJR Investments Corp., a Florida corporation, as to Parcel "B"
 (hereinafter referred to as "Mortgagor") the (Mortgagors' address for purposes hereof being 1801
 Ponce de Leon Blvd., Coral Gables, FL 33134, and TOTALBANK, a Florida banking corporation
 (hereinafter referred to as "Mortgagee"), with an address for purposes hereof at 2720 Coral Way,
 Miami, Florida 33145;

Book 25962 page 801

WITNESSETH:

In consideration of the indebtedness hereinafter referred to, and for other good and valuable
 consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor does
 hereby mortgage, grant, bargain, sell, assign and convey unto the Mortgagee, with the power of sale
 and right of entry and possession, all of the Mortgagor's estate, right, title and interest in, to and
 under, and grants to the Mortgagee a security interest in, all of the following described property
 (hereinafter referred to collectively as the "Mortgaged Property") now owned or held or hereafter
 acquired by the Mortgagor:

(i) All of the land (herein the "Land") located in the County of Miami-Dade, State of
 Florida, more particularly described in Exhibit "A" annexed hereto and incorporated herein by this
 reference, including all of the rights, privileges and appurtenances thereunto belonging, and all of
 the state, right, title and interest of the Mortgagor therein or thereto, either in law or in equity, now
 or hereafter acquired, and in and to all streets, roads and public places, opened or proposed, in
 front of or adjoining the said Land, and all easements and rights-of-way, public or private, now or
 hereafter used in connection with the Land (collectively the "Realty");

(ii) All buildings, structures and improvements of every nature whatsoever now or
 hereafter situated on the Land. All fixtures, machinery, appliances, equipment, furniture, and
 personal property of every nature whatsoever now or hereafter owned by Mortgagor and located in
 or on, or attached to, or used or intended to be used in connection with or with the operation of, the
 Realty, buildings, structures or other improvements, or in connection with any construction being
 conducted or which may be conducted thereon, and owned by Mortgagor, including all extensions,
 additions, improvements, betterments, renewals, substitutions, and replacements to any of the
 foregoing and all of the right, title and interest of Mortgagor in and to any such personal property
 of fixtures together with the benefit of any deposits or payments now or hereafter made on such
 personal property or fixtures by Mortgagor or on its behalf (the "Improvements");

(iii) All leases and other agreements, including, without limitation, insurance contracts
 pertaining to the ownership, occupancy, use, possession or enjoyment of all or any part of the
 Mortgaged Property, now or hereafter entered into, and any modification, renewal or extension
 thereof, and all guarantees of the lessees', tenants' or occupants' obligations thereunder, including,
 without limitation, deposits of cash or securities (collectively the "Leases"), and all of the rents,
 royalties, issues, profits, revenue, income, unearned insurance premiums and other benefits
 hereafter accruing under any Lease or otherwise arising from the ownership, occupancy, use,
 possession or enjoyment of all or any part of the Mortgaged Property (collectively the "Rents and
 Profits");

(iv) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing
 into cash or liquidated claims, including, without limitation, proceeds of insurance and
 condemnation awards; and

(v) all of Mortgagor's rights further to encumber said Property for debt.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee, its successors and
 assigns, forever, for the purpose of securing unto the Mortgagee:

(a) The payment of the principal sum of SEVEN HUNDRED FOURTY TWO
 THOUSAND AND 00/100 DOLLARS (\$742,000.00) and interest thereon, as provided in a certain
 promissory note made by JAK Holdings Group, LLC, a Florida limited liability company
 ("Maker") to the Mortgagee of even date herewith, and any modification, renewal or extension
 thereof; and a principal sum of SIX HUNDRED EIGHTY FIVE THOUSAND AND 00/100


*Per
 Custodian
 14*

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year above first written.


Witnesses:

Borrower:

JAK Holdings Group, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
1801 Ponce de Leon Blvd.,
Coral Gables, FL 33134

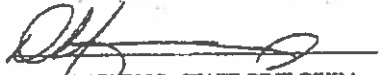

Print Name: D. Steiner

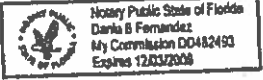

By: John Herrera, Managing Member


Print Name: RENATO SACABA

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

The foregoing instrument was acknowledged before me this 20 day of August, 2007 by John Herrera, as Managing Member of JAK Holdings Group, LLC, a Florida limited liability company. They personally appeared before me, [] are personally known to me or ~~X~~ have produced Florida Driver's as identification.


NOTARY PUBLIC - STATE OF FLORIDA
Print Name: _____
My Commission Expires: _____



OR BK 28495 PG 3488
LAST PAGE

OR BK 5962 PG 0844
LAST PAGE

EXHIBIT "A"

TO MORTGAGE AND SECURITY AGREEMENT GIVEN BY
JAK Holdings Group, LLC,
A Florida limited liability company
TO TOTALBANK,
A Florida banking corporation

Parcel "A"

Lot 3, Block 6, REVISED PLAT 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.

Parcel "B"

Lot 1, Less the North 65 feet of the East 113 feet thereof, and all of Lots 2, 3, and all of Lot 4, less the South 15 feet thereof, in Block 2, of COLLINGWOOD SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 18, Page 9, of the Public Records of Miami-Dade County, Florida.



CFN 20070962030
 DR BK 25962 Pgs 0831 - 844 (14pgs)
 RECORDED 10/01/2007 15:28:29
 MTG DOC TAX 2,597.00
 INTANG TAX 1,484.00
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY
 AND IS TO BE RETURNED TO:
 Dania S. Fernandez, Esq.
 Fernandez, Airon-Pace & Associates, P.A.
 9703 South Dixie Highway
 Suite 7
 Miami, Florida 33156

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (herein "Mortgage") made this day of September, 2007, by and between JAK Holdings Group, LLC, a Florida limited liability company, as to Parcel "A" and AJR Investments Corp., a Florida corporation, as to Parcel "B" (hereinafter referred to as "Mortgagor") the (Mortgagors' address for purposes hereof being 1801 Ponce de Leon Blvd., Coral Gables, FL 33134, and TOTALBANK, a Florida banking corporation (hereinafter referred to as "Mortgagee"), with an address for purposes hereof at 2720 Coral Way, Miami, Florida 33145;

Book 25962 page 801

WITNESSETH:

In consideration of the indebtedness hereinafter referred to, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor does hereby mortgage, grant, bargain, sell, assign and convey unto the Mortgagee, with the power of sale and right of entry and possession, all of the Mortgagor's estate, right, title and interest in, to and under, and grants to the Mortgagee a security interest in, all of the following described property (hereinafter referred to collectively as the "Mortgaged Property") now owned or held or hereafter acquired by the Mortgagor:

(i) All of the land (herein the "Land") located in the County of Miami-Dade, State of Florida, more particularly described in Exhibit "A" annexed hereto and incorporated herein by this reference, including all of the rights, privileges and appurtenances thereunto belonging, and all of the state, right, title and interest of the Mortgagor therein or thereto, either in law or in equity, now or hereafter acquired, and in and to all streets, roads and public places, opened or proposed, in front of or adjoining the said Land, and all easements and rights-of-way, public or private, now or hereafter used in connection with the Land (collectively the "Realty");

(ii) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land. All fixtures, machinery, appliances, equipment, furniture, and personal property of every nature whatsoever now or hereafter owned by Mortgagor and located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Realty, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such personal property of fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf (the "Improvements");

(iii) All leases and other agreements, including, without limitation, insurance contracts pertaining to the ownership, occupancy, use, possession or enjoyment of all or any part of the Mortgaged Property, now or hereafter entered into, and any modification, renewal or extension thereof, and all guarantees of the lessees', tenants' or occupants' obligations thereunder, including, without limitation, deposits of cash or securities (collectively the "Leases"), and all of the rents, royalties, issues, profits, revenue, income, unearned insurance premiums and other benefits hereafter accruing under any Lease, or otherwise arising from the ownership, occupancy, use, possession or enjoyment of all or any part of the Mortgaged Property (collectively the "Rents and Profits");

(iv) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and

(v) all of Mortgagor's rights further to encumber said Property for debt.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee, its successors and assigns, forever, for the purpose of securing unto the Mortgagee:

(a) The payment of the principal sum of SEVEN HUNDRED FOURTY TWO THOUSAND AND 00/100 DOLLARS (\$742,000.00) and interest thereon, as provided in a certain promissory note made by JAK Holdings Group, LLC, a Florida limited liability company ("Maker") to the Mortgagee of even date herewith, and any modification, renewal or extension thereof; and a principal sum of SIX HUNDRED EIGHTY FIVE THOUSAND AND 00/100

Per customer
(14)

DOLLARS (\$685,000.00) and interest thereon, based on that same promissory note mentioned above, made by JAK Holding Group, L.L.C, a Florida Limited Liability company, as to Parcel B.

(b) The performance and observance of, and compliance with, each and every obligation, covenant, warranty, agreement, term, provision and condition contained in the Note and this Mortgage and in all other documents executed and/or delivered by the Mortgagor and/or others to the Mortgagee having reference to or arising in connection with the Note or this Mortgage, including any Loan Agreement (including any Construction Loan Agreement) between Mortgagor and Mortgagee; and

(c) The payment of all other sums incurred or advanced by the Mortgagee or otherwise becoming due and payable under the provisions of the Note, this Mortgage or any Loan Document (as hereafter defined), and interest thereon.

Mortgagor further covenants and agrees with Mortgagee as follows:

1. Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean "Mortgagor and/or any subsequent owner or owners of the Mortgaged Property"; the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this Mortgage"; the word "Note" shall mean "note or notes of even date herewith secured by this Mortgage, and any additional notes hereafter to be issued secured by this Mortgage pursuant to any renewal or modification of any of the foregoing"; the word "Maker" shall mean the Maker named above and any other maker of any Note secured hereby; the word "Obligor" shall mean the Maker if other than Mortgagor, any guarantor of indebtedness secured hereby and any other person directly or indirectly liable to Mortgagee for any indebtedness secured hereby; the word "person" shall mean "an individual, corporation, partnership or unincorporated association, joint stock corporation and joint venture"; the word "Loan Documents" shall mean the Note, this Mortgage, the Loan Agreement, if any, and all other documents executed and/or delivered by the Mortgagor, the Maker, any Obligor or any other person to the Mortgagee having reference to or arising in connection with the Note or this Mortgage; and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other. If the Mortgagor consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several.

2. Mortgagor covenants and warrants that Mortgagor is seized of an indefeasible estate in fee simple in the Mortgaged Property, has good and absolute title to all existing personal property hereby mortgaged or made subject to the security interest hereby created and has good right, full power and lawful authority to convey, mortgage and encumber the same as provided herein; that the Mortgaged Property is and shall be kept free and clear of all liens, security interests, charges and encumbrances whatsoever, except for the lien for property taxes not yet due and payable and those encumbrances, if any, described in a schedule of exceptions to coverage in any title policy insuring Mortgagee's interest in the Mortgaged Property. Mortgagor fully warrants the title to the Mortgaged Property and every part thereof, and will forever defend the same against the claims of all persons whomsoever.

3. Mortgagor shall perform, observe and comply with all provisions hereof, of the Note and of all Loan Documents, and will promptly pay to Mortgagee the principal with interest thereon and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of this Mortgage and of all Loan Documents when payment shall become due, all without deduction or credit for taxes or other similar charges paid or payable by Mortgagor.

4. Mortgagor shall pay promptly, when and as due, and shall promptly deliver to Mortgagee receipts for the payment of, all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liens for unpaid withholding taxes, liabilities, obligations and encumbrances of every kind whatsoever now or hereafter imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon or against this Mortgage or the indebtedness or other sums secured hereby, or upon or against the interest of Mortgagee in the Mortgaged Property, as well as all income taxes, assessments and other governmental charges levied and imposed by the United States of America or any state, county, municipality, or other taxing authority upon or against Mortgagor or in respect of the Mortgaged Property or any part thereof, and any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of this Mortgage before they become delinquent and before any interest attaches or any penalty is incurred. If at any time the State of Florida shall determine that documentary stamps be affixed to the Note or hereto, or that intangible taxes should thereafter be affixed or paid, the Mortgagor shall pay for the same, together with any interest or penalties imposed in connection with such determination, and the amount of money needed to pay for such stamps or taxes and penalties shall, until such stamps are purchased and affixed and such taxes and penalties paid by Mortgagor, be a portion of the indebtedness secured by this Mortgage and bear interest from the date of such determination at the Default Rate (defined in Paragraph 35 hereof).


5. Mortgagor shall at its sole expense obtain for, deliver to and maintain for the benefit of Mortgagee, during the life of this Mortgage, insurance policies in such amount as Mortgagee may require, insuring the Mortgaged Property against fire, extended coverage, flood (if the Mortgaged Property is or will be located in a flood hazard zone) and such other insurable hazards, casualties and contingencies as Mortgagee may require, and shall pay promptly, when due, any premiums on

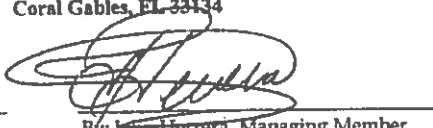
IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year above first written.


Witnesses:

Borrower:

JAK Holdings Group, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
1801 Ponce de Leon Blvd.,
Coral Gables, FL 33134


Print Name: D. Steiner


By: John Herrera, Managing Member


Print Name: RENATO SACABA

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

The foregoing instrument was acknowledged before me this 20 day of August, 2007 by John Herrera, as Managing Member of JAK Holdings Group, LLC, a Florida limited liability company. They personally appeared before me, [] are personally known to me or, ~~X~~ have produced Florida Driver's as identification.


NOTARY PUBLIC - STATE OF FLORIDA



Print Name: _____
My Commission Expires: _____

EXHIBIT "A"

TO MORTGAGE AND SECURITY AGREEMENT GIVEN BY

JAK Holdings Group, LLC,
A Florida limited liability company
TO TOTALBANK,
A Florida banking corporation

Parcel "A"

Lot 3, Block 6, REVISED PLAT 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.

Parcel "B"

Lot 1, Less the North 65 feet of the East 113 feet thereof, and all of Lots 2, 3, and all of Lot 4, less the South 15 feet thereof, in Block 2, of COLLINGWOOD SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 18, Page 9, of the Public Records of Miami-Dade County, Florida.



CFN 20070962025
 DR Bk 25962 Pgs 0801 - 8141 (14pgs)
 RECORDED 10/01/2007 15:28:29
 MTG DOC TAX 5,643.75
 INTANG TAX 3,225.00
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY
 AND IS TO BE RETURNED TO:
 Dania S. Fernandez, Esq.
 Fernandez, Alran-Pace & Associates, P.A.
 9703 South Dixie Highway
 Suite 7
 Miami, Florida 33156

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (herein "Mortgage") made this day of September, 2007, by and between JAK Holdings Group, LLC, a Florida limited liability company, as to Parcel "A" and AJR Investments Corp., a Florida corporation, as to Parcel "B" (hereinafter referred to as "Mortgagor") the (Mortgagors' address for purposes hereof being 1801 Ponce de Leon Blvd., Coral Gables, FL 33134, and TOTALBANK, a Florida banking corporation (hereinafter referred to as "Mortgagee"), with an address for purposes hereof at 2720 Coral Way, Miami, Florida 33145;

WITNESSETH:

In consideration of the indebtedness hereinafter referred to, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor does hereby mortgage, grant, bargain, sell, assign and convey unto the Mortgagee, with the power of sale and right of entry and possession, all of the Mortgagor's estate, right, title and interest in, to and under, and grants to the Mortgagee a security interest in, all of the following described property (hereinafter referred to collectively as the "Mortgaged Property") now owned or held or hereafter acquired by the Mortgagor:

(i) All of the land (herein the "Land") located in the County of Miami-Dade, State of Florida, more particularly described in Exhibit "A" annexed hereto and incorporated herein by this reference, including all of the rights, privileges and appurtenances thereunto belonging, and all of the state, right, title and interest of the Mortgagor therein or thereto, either in law or in equity, now or hereafter acquired, and in and to all streets, roads and public places, opened or proposed, in front of or adjoining the said Land, and all easements and rights-of-way, public or private, now or hereafter used in connection with the Land (collectively the "Realty");

(ii) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land. All fixtures, machinery, appliances, equipment, furniture, and personal property of every nature whatsoever now or hereafter owned by Mortgagor and located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Realty, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such personal property of fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf (the "Improvements");

(iii) All leases and other agreements, including, without limitation, insurance contracts pertaining to the ownership, occupancy, use, possession or enjoyment of all or any part of the Mortgaged Property, now or hereafter entered into, and any modification, renewal or extension thereof, and all guarantees of the lessees', tenants' or occupants' obligations thereunder, including, without limitation, deposits of cash or securities (collectively the "Leases"), and all of the rents, royalties, issues, profits, revenue, income, unearned insurance premiums and other benefits hereafter accruing under any Lease or otherwise arising from the ownership, occupancy, use, possession or enjoyment of all or any part of the Mortgaged Property (collectively the "Rents and Profits");

(iv) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and

(v) all of Mortgagor's rights further to encumber said Property for debt.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee, its successors and assigns, forever, for the purpose of securing unto the Mortgagee:

(a) The payment of the principal sum of NINE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$927,500.00) and interest thereon, as provided in a certain promissory note made by JAK Holding Group, LLC, a Florida Limited Liability company ("Maker") to the Mortgagee of even date herewith, and any modification,

14
 120-30

renewal or extension thereof; and the payment of the principal sum, with interest thereon as to Parcel A; and a principal sum of SIX HUNDRED EIGHTY FIVE THOUSAND AND 00/100 DOLLARS (\$685,000.00) and interest thereon, based on that same promissory note mentioned above, made by JAK Holding Group, LLC, a Florida Limited Liability company, as to Parcel B.

(b) The performance and observance of, and compliance with, each and every obligation, covenant, warranty, agreement, term, provision and condition contained in the Note and this Mortgage and in all other documents executed and/or delivered by the Mortgagor and/or others to the Mortgagee having reference to or arising in connection with the Note or this Mortgage, including any Loan Agreement (including any Construction Loan Agreement) between Mortgagor and Mortgagee; and

(c) The payment of all other sums incurred or advanced by the Mortgagee or otherwise becoming due and payable under the provisions of the Note, this Mortgage or any Loan Document (as hereafter defined), and interest thereon.

Mortgagor further covenants and agrees with Mortgagee as follows:

1. Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean "Mortgagor and/or any subsequent owner or owners of the Mortgaged Property"; the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this Mortgage"; the word "Note" shall mean "note or notes of even date herewith secured by this Mortgage, and any additional notes hereafter to be issued secured by this Mortgage pursuant to any renewal or modification of any of the foregoing"; the word "Maker" shall mean the Maker named above and any other maker of any Note secured hereby; the word "Obligor" shall mean the Maker if other than Mortgagor, any guarantor of indebtedness secured hereby and any other person directly or indirectly liable to Mortgagee for any indebtedness secured hereby; the word "person" shall mean "an individual, corporation, partnership or unincorporated association, joint stock corporation and joint venture"; the word "Loan Documents" shall mean the Note, this Mortgage, the Loan Agreement, if any, and all other documents executed and/or delivered by the Mortgagor, the Maker, any Obligor or any other person to the Mortgagee having reference to or arising in connection with the Note or this Mortgage; and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other. If the Mortgagor consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several.

2. Mortgagor covenants and warrants that Mortgagor is seized of an indefeasible estate in fee simple in the Mortgaged Property, has good and absolute title to all existing personal property hereby mortgaged or made subject to the security interest hereby created and has good right, full power and lawful authority to convey, mortgage and encumber the same as provided herein; that the Mortgaged Property is and shall be kept free and clear of all liens, security interests, charges and encumbrances whatsoever, except for the lien for property taxes not yet due and payable and those encumbrances, if any, described in a schedule of exceptions to coverage in any title policy insuring Mortgagee's interest in the Mortgaged Property. Mortgagor fully warrants the title to the Mortgaged Property and every part thereof, and will forever defend the same against the claims of all persons whomsoever.

3. Mortgagor shall perform, observe and comply with all provisions hereof, of the Note and of all Loan Documents, and will promptly pay to Mortgagee the principal with interest thereon and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of this Mortgage and of all Loan Documents when payment shall become due, all without deduction or credit for taxes or other similar charges paid or payable by Mortgagor.

4. Mortgagor shall pay promptly, when and as due, and shall promptly deliver to Mortgagee receipts for the payment of, all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liens for unpaid withholding taxes, liabilities, obligations and encumbrances of every kind whatsoever now or hereafter imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon or against this Mortgage or the indebtedness or other sums secured hereby; or upon or against the interest of Mortgagee in the Mortgaged Property, as well as all income taxes, assessments and other governmental charges levied and imposed by the United States of America or any state, county, municipality, or other taxing authority upon or against Mortgagor or in respect of the Mortgaged Property or any part thereof, and any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of this Mortgage before they become delinquent and before any interest attaches or any penalty is incurred. If at any time the State of Florida shall determine that documentary stamps be affixed to the Note or hereto, or that intangible taxes should thereafter be affixed or paid, the Mortgagor shall pay for the same, together with any interest or penalties imposed in connection with such determination, and the amount of money needed to pay for such stamps or taxes and penalties shall, until such stamps are purchased and affixed and such taxes and penalties paid by Mortgagor, be a portion of the indebtedness secured by this Mortgage and bear interest from the date of such determination at the Default Rate (defined in Paragraph 35 hereof).


5. Mortgagor shall at its sole expense obtain for, deliver to and maintain for the benefit of Mortgagee, during the life of this Mortgage, insurance policies in such amount as Mortgagee may require, insuring the Mortgaged Property against fire, extended coverage, flood (if the Mortgaged Property is or will be located in a flood hazard zone) and such other insurable hazards, casualties

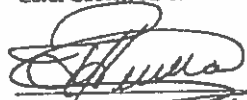
IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year above first written.

Witnesses:

Borrower:

JAK Holdings Group, LLC,
A Florida limited liability company
1801 Ponce De Leon Blvd.
Coral Gables, FL 33134



Print Name: RENATE SALAZAR


By: John Herrera, Managing Member


Print Name: MARIA CERNA

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

The foregoing instrument was acknowledged before me this 20 day of September, 2007 by John Herrera, Managing Member of JAK Holdings Group, LLC, a Florida limited liability company. They personally appeared before me, are personally known to me or have produced Florida Driver's as identification.


NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Morton Antman
My Commission Expires: 11/19/2010

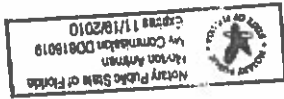


EXHIBIT "A"

TO MORTGAGE AND SECURITY AGREEMENT GIVEN BY
JAK Holdings Group, LLC,
A Florida limited liability company
TO TOTALBANK,
A Florida banking corporation

Parcel "A"

Lot 3, Block 6, REVISED PLAT 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.

Parcel "B"

Lot 1, Less the North 65 feet of the East 113 feet thereof, and all of Lots 2, 3, and all of Lot 4, less the South 15 feet thereof, in Block 2, of COLLINGWOOD SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 18, Page 9, of the Public Records of Miami-Dade County, Florida.

**Federal Deposit
Insurance Corporation**

Each depositor insured to at least \$250,000 per insured bank

TotalBank (FDIC #: 21468)

Status: Active • Insured Since March 5, 1974

TotalBank is an active bank

Data as of: October 14, 2015

Overview

Locations

History

Identifications

Financials

**Banco Popular
Español, S.A.**
Bank Holding Company

TotalBank
Banking Institution

20 Locations
Branches (Offices)

TotalBank has 20 domestic locations in 1 states, 0 locations in territories, and 0 foreign locations

Established: March 5, 1974

FDIC Certificate #: 21468

Insured: March 5, 1974

Bank Charter Class: Non-member of the
Federal Reserve System

Headquarters: 100 Se 2nd Street, 32nd
Floor
Miami, FL 33131
Miami-Dade County

Regulated By: Federal Deposit Insurance
Corporation

**Consumer
Assistance:** <http://www5.fdic.gov/starsmail/index.asp>

Corporate Website: <http://www.totalbank.com>

Contact the FDIC about TotalBank

OFF REC 18388 PG 667

98R598288 1998 DEC 14 15:15

DOCSFNTG 493.50 INTNG 282.00
HARVEY ROVIN, CLERK DADE COUNTY, FL

MORTGAGE (Participation)

This mortgage made and entered into this (EVEN) 7TH day of December 1998, by and between 1801 PONCE HOLDING CORP., a Florida corporation, 1801 Ponce de Leon Boulevard, Coral Gables, Florida 33134 (hereinafter referred to as mortgagor) and Florida Business Development Corporation (hereinafter referred to as Mortgagee), who maintains an office and place of business at 6801 Lake Worth Rd., Rm. 209, Lake Worth, FL 33467

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Dade State of Florida.

PROPERTY ADDRESS: 1801 Ponce de Leon Boulevard, Coral Gables, Florida 33134

PROPERTY DESCRIPTION:

Lot 3, Block 6, REVISED PLAT CORAL GABLES SECTION "L", according to the map or plat thereof as recorded in Plat Book 8, Page 85, Public Records of Dade County, Florida.

MORTGAGOR REPRESENTS AND WARRANTS THE ABOVE DESCRIBED PROPERTY DOES NOT CONSTITUTE HOMESTEAD NOR IS IT IMMEDIATELY CONTIGUOUS THERETO.

This mortgage is subject to a prior mortgage to Ocean Bank.

Together with and including all buildings, all fixtures, including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon, the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above-described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note of even date in the principal sum of \$141,000.00 signed by Cassandra E. Rodriguez, President in behalf of 1801 PONCE HOLDING CORP.

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

The Loan secured by this lien was made under a United States Small Business Administration (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 regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, 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. No Borrower or Guarantor may claim

OFF REC 18388 670

RECORDED IN A PUBLIC RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD NUMBER
HARVEY RUVIN
CLERK COUNTY COURT

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

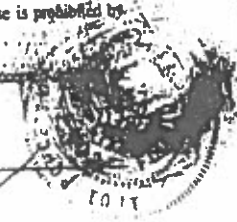
10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 1801 Ponce de Leon Boulevard, Coral Gables, Florida 33174 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 6801 Lake Worth Road, Room 209, Lake Worth, Florida 33467.

10a. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a Beneficial Interest in the Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender, may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Federal laws as of the date of this Security Interest.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has executed this instrument of the day and year aforesaid.

Witness (Print name: HELEN C. COOPER)
Witness (Print name: NEIDA VALDES)

1801 PONCE HOLDING CORP.
Cassandra E. Rodriguez, President



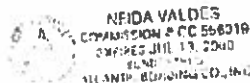
STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority duly authorized to take oaths and acknowledgments personally appeared Cassandra E. Rodriguez as President of 1801 PONCE HOLDING CORP., to me known and she acknowledged to and before me that she executed said instrument for the purposes therein contained as President on behalf of 1801-PONCE-HOLDING CORP. She is personally known to me or has produced EBL as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of December, 1998.

Neida Valdes
Notary Public, State of Florida

PREPARED BY AND RETURN TO:
David M. Schwartz, Attorney at Law
One Cate Street, Suite 7
Eldredge Park
Portsmouth, NH 03801





Detail by Entity Name

Florida Not For Profit Corporation

MIAMI-DADE BUSINESS DEVELOPMENT CORPORATION

Filing Information

Document Number	766529
FEI/EIN Number	59-2325683
Date Filed	01/04/1983
State	FL
Status	INACTIVE
Last Event	ADMIN DISSOLUTION FOR ANNUAL REPORT
Event Date Filed	10/11/1991
Event Effective Date	NONE

Principal Address

300 SW 12 AVE STE A
MIAMI, FL 33130

Changed: 06/03/1988

Mailing Address

300 SW 12 AVE STE A
MIAMI, FL 33130

Changed: 06/03/1988

Registered Agent Name & Address

DE GOYTISOLO, AGUSTIN
799 BRICKELL AVE #606
MIAMI, FL 33131

Address Changed: 06/03/1988

Officer/Director Detail

Name & Address

Title DP

DIAZ, GUARIONE M
300 SW 12 AVE STE A
MIAMI, FL 00000

Title VPD

GALNARES, BENIGNO
3700 W. 12TH AVE.
HIALEAH, FL 00000

Title VPD

DE GOYTISOLO, AGUSTIN
799 BRICKELL PLAZ #606
MIAMI, FL

Title S

BECKER, ALINA E.
300 SW 12 AVENUE
MIAMI, FL

Title TD

PEREZ, SERGIO E.
300 S.W. 12TH AVE #A
MIAMI, FL

Annual Reports

Report Year	Filed Date
1988	06/03/1988
1989	07/12/1989
1990	05/14/1990

Document Images

No images are available for this filing.



JOHN HERRERA, P.A.
ATTORNEYS AT LAW

July 8, 2015

**VIA US MAIL AND
ELECTRONIC MAIL**
mlopez@coralgables.com

Mr. Manny Lopez
Building Official
City of Coral Gables
405 Biltmore Way
Coral Gables, 33134

Re: REQUEST FOR 150 DAY EXTENSION
10 year recertification
1801 Ponce de Leon Blvd.
Coral Gables, Florida 33134

Dear Mr. Lopez:

By way of this communication I would like to request a 150 day extension of the deadline for the recertification of the above referenced property. I have been a resident of the "city beautiful" since 1973. I have been a business owner in the city since I returned from the military, Marine Corps. I am also a solo practitioner and owner of the above referenced property and would like to explain the reason for my request.

On or about October 2010, the building sustained damage resulting from the work performed by the construction company engaged by the city to do the portion of the sidewalk project which encompassed the excavation and replacement of the drainage and sidewalk for the length of the project. The construction company, Tran Construction, struck dug under the southwest corner of the building on the Ponce de Leon portion and struck and dug under the north face of the building where the drainage was being installed.

In an effort to resolve this issue quickly, amicably and without the need of any judicial intervention, I communicated this both to Tran Construction and to the city. Unfortunately, Tran Construction repudiated any and all liability and the city claimed that it was protected under sovereign immunity. Left with no other alternative, I filed suit against the construction company and the city for the damages caused by their negligence. What should have been a reasonably straight forward case, turned into an "on again off again" legal battle.

In the midst of this litigation, I had a horrific accident which, by all medical accounts, I should not have survived. Thankfully, they were wrong and I did. Unfortunately, I spent about 10 (TEN) months last year and a large part of this year dealing with my convalescence and

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CITY'S

EXHIBIT 5



JOHN HERRERA, P.A.
ATTORNEYS AT LAW

recovery as well as continuing potentially permanent physical impairments. The only reason for my candor is to provide you with as much information as I possibly can in order to assist you in making your decision in granting the herein requested extension.

When I was able to return to work, albeit on a severe light duty basis, I once again began to progress the case. Ultimately, I settled with the city and the engineer but the battle remains with the construction company. They have been the impediment to the aforementioned attempt to amicably resolve this matter from the onset. Presently, I am preparing to file a comprehensive summary judgment motion which, I believe will expedite the legal aspect of this issue. Notwithstanding said plan to expedite, Tran Construction will do everything they can to stall the matter.

With regards to the issue of the recertification, I met with Mr. Bill Miner, building director and Mr. Craig Leen, city attorney, in an effort to resolve this matter with the aid of the city. Given Mr. Leen's intimate knowledge of the legal issues, I requested a meeting to discuss what course of action we could take in order to delay the recertification deadline and enable me to finish the action and make the proper repairs to the building. At the meeting, I met and spoke with Mr. Miner and with the aid of Mr. Leen, we explained what had transpired and I then asked what I could do to work with the city in order to comply while giving me the time to finalize the case and make the necessary repairs to the structure. Subsequent to the meeting, Mr. Miner recommended that I formally request this extension from you, the city's building official.

My apologies for any delay in getting this request to you but, as I stated before, I am not out of the dark as of yet; and, being a solo practitioner trying to recover nearly a year's worth of lost income on less physical capacity than before, I have to pace myself.

At Mr. Miner's recommendation, I will be meeting with either the company that conducted the 40 year certification sometime close to the year 2000, or I will find a competent substitute and see how far we can go with it. I assure you that any delay has not been intentional but an unfortunate reality.

If for any reason you need additional information would like to personally see the pictures of the damage to the building, please feel free to contact me at your convenience directly on my cell at (786) 399-1985 or at my office. I appreciate your time and thank you in advance for your courtesy. I look forward to hearing from you at your earliest convenience.

Very truly yours,

JOHN HERRERA, ESQ.

cc: Mr. William Miner
Mr. Craig Leen



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
AB-08-02-0765	02/19/2008	1801 PONCE DE LEON BLVD	BOA COMPLETE (LESS THAN \$75,000)	SIGN "JOHN HERRERA PA ATTORNEY AT LAW" RAFAEL 305-757-6950 \$854	final	02/19/2008	12/09/2008	0.00
AB-09-08-2826	08/26/2009	1801 PONCE DE LEON BLVD	BOA COMPLETE (LESS THAN \$75,000)	CANVAS AWNING (BLACK) \$1200	final	08/26/2009	02/05/2010	0.00
AB-10-07-4147	07/12/2010	1801 PONCE DE LEON BLVD	BOA COMPLETE (LESS THAN \$75,000)	SIGN ON AWNING ONLY (1801 PONCE DE LEON BLVD) \$8	issued	07/12/2010		0.00
BL-08-06-1406	06/25/2008	1801 PONCE DE LEON BLVD	SIGNS	SIGN "JOHN HERRERA PA ATTORNEY AT LAW" \$1,389	final	08/13/2008	12/09/2008	0.00
BL-09-08-2846	08/26/2009	1801 PONCE DE LEON BLVD	AWNINGS / CANOPY	CANVAS AWNING (BLACK) \$1200	final	10/23/2009	02/05/2010	0.00
CE-08-07-0753	07/14/2008	1801 PONCE DE LEON BLVD	CODE ENF WARNING PROCESS	WT 00486 5-1909 SNC ZONING CAMPAIGN SIGNS DO NOT CONFORM TO REQUIREMENTS OF THE ZONING CODE. SIGNS TOO LARGE, ONLY ONE SIGN ALLOWED	final	07/14/2008	04/06/2012	0.00
CE-08-07-0754	07/14/2008	1801 PONCE DE LEON BLVD	CODE ENF WARNING PROCESS	WT00454 5-1909 SNC ZONING CAMPAIGN SIGNS DO NOT CONFORM TO REQUIREMENTS OF THE ZONING CODE. SIGNS TOO LARGE, ONLY ONE SIGN ALLOWED	final	07/14/2008	04/06/2012	0.00
CE-12-04-7933	04/10/2012	1801 PONCE DE LEON BLVD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	04/17/2012	04/17/2012	0.00
CE-15-06-5217	06/15/2015	1801 PONCE DE LEON BLVD	CODE ENF TICKET PROCESS - NO RUNNING FINE	GOVQA CE 259986 - TICKET #55525	final	06/23/2015	06/23/2015	0.00

CITY'S

EXHIBIT

6

PU-11-04-5863	04/12/2011	1801 PONCE DE LEON BLVD	PUBLIC RECORDS SEARCH	REQ COPY OF RECERTIFICATION CRM INV 013091	final	04/12/2011	04/12/2011	0.00
PU-12-06-8387	06/06/2012	1801 PONCE DE LEON BLVD	PUBLIC RECORDS SEARCH	REQ PERMIT COPIES AND RECERTIFICATION	final	06/06/2012	06/06/2012	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).



**City of Coral Gables
Fire Department**

Fire Prevention Division
2815 Salzedo Street, Coral Gables, FL 33134
Fax (305) 460-5598

The items noted below are in violation of the Florida Fire Prevention Code and/or the Florida Administrative Code. Nothing in this report supersedes any previously written, still existing violations for this occupancy/building. You are directed to comply with corrective measures as indicated.

Occupant Name:	John Herrera, P.A.	Inspection Date:	6/19/2015
Address:	1801 Ponce De Leon Boulevard	InspectionType:	Business (Annual Fire Inspection)
City:	Coral Gables	Inspected By:	Joe Fantigrassi 305-460-5563
Suite:		Occ. Sq. Ft.:	2200

No violations noted at this time.

Company Representative:	Signature on file Harry 6/19/2015 Signature on file
Inspector:	Joe Fantigrassi 6/19/2015

CITY'S
EXHIBIT 7

After recording return to:
Belkys Garcia
Secretary to the Construction
Regulation Board
Development Services Department
City of Coral Gables
405 Billmore Way, 3rd Floor
Coral Gables, FL 33134-5717

**CITY OF CORAL GABLES
CONSTRUCTION REGULATION BOARD**

CITY OF CORAL GABLES,

CASE NO. 15-4458

Petitioner,

vs.

JAK HOLDINGS GROUP, LLC,
a Florida limited liability company,

Respondent.

ORDER DECLARING STRUCTURE UNSAFE

This cause was brought before the Construction Regulation Board ("Board") of the City of Coral Gables ("City"), on November 9, 2015, on the Notice of Unsafe Structure Violation for Failure to Recertify and Notice of Hearing ("Notice"). The Board, having heard the arguments of the parties and having considered the evidence presented, hereby enters this Order Declaring Structure Unsafe ("Order") and finds, concludes, and orders as follows:

Findings of Fact

1. The City properly served the Notice on the owner, Jak Holdings Group, LLC ("Owner"), and any lienholders of record of the one-story office building ("Structure") built in 1924 (90-year recertification required) and located at 1801 Ponce de Leon Boulevard, Coral Gables, FL 33134-4418, legally described as: Lot 3, in Block 6, of REVISED PLAT OF CORAL GABLES SECTION "L", according to the Plat thereof, as recorded in Plat Book 8, at Page 85, of the Public Records of Miami-Dade County, Florida; and having folio number 03-4108-007-0380 ("Property").

2. The Notice alleges that the Structure is unsafe because on April 1, 2014, the City sent the Property Owner a 90-day Notice of Required Inspection requesting an inspection report conforming to the minimum inspection procedural guidelines as issued by the Miami-Dade County Board of Rules and Appeals, pursuant to Section 8-11(f) of the Miami-Dade County Code ("Report").

3. On July 22, 2014 and June 2, 2015, the City sent the Property Owner notices that the Report was past due.

4. To date, the Owner has not a) submitted the Report; b) completed the required repairs and c) submitted a letter from the architect or engineer who prepared the Report stating that the Structure now meets the minimum requirements ("Compliance Report")(collectively referred to as "Required Action").

Conclusions of Law

5. The Structure is presumed and is hereby declared 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.

Order

It is, therefore, ORDERED:

6. *Required Action.* The Owner shall take the Required Action as follows: The Owner shall submit, by 4 p.m. on Thursday, November 12, 2015, to the City's Development Services Department a signed and sealed preliminary letter from a licensed architect or engineer stating whether the Structure may safely be occupied ("Letter"). The Owner shall also submit, for comparison, the report regarding the structure that he has prepared for the purposes of litigation relating to damage to the Structure. Moreover, the Building Official shall serve a 10-day notice on the Owner stating that the Building Official will request that the electric utility terminate service to the Structure, unless the Letter establishes that the Structure may safely be occupied. The Building Official, in his sole and absolute discretion, may suspend the termination process, if he determines that the Owner has taken sufficient action to establish that the Structure may safely be occupied. The Board reserves jurisdiction to determine at the next scheduled hearing the reasonable time periods for the Required Action.

7. *Request for compliance inspection.* It is the responsibility of the Owner to contact the Building Official to request an inspection of City records and of the Property, as applicable, to determine compliance with this Order.

8. *Payment of costs and demolition by City.* The Owner shall pay, within 7 days of the date of this Order, the City's administrative costs to date of \$600, in addition to the costs of recording this Order. If the Owner does not comply with any of the applicable deadlines above, the Building Official may immediately and without further order from this Board, 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 and the City may demolish the Structure. The City may sell as salvage or require the demolition contractor to dispose of the contents of the Structure. **Until the Structure is recertified in compliance the terms of this Order, the City shall not issue any further development approvals for the Property, including, but not limited to, building permits, unless the development approval is required to comply with the terms of this Order.**

9. *Lien for costs and notice to subsequent purchasers.* The City shall have a special assessment lien for its administrative costs and the costs of corrective action, including but not limited to, securing the Structure and demolition ("Costs"), against the real and personal property of the Owner, including the Property. The lien for Costs shall have equal dignity with a lien for taxes. In order to have this lien, the City shall record this Order and an affidavit for any

additional Costs, as applicable. Once recorded in the Public Records of Miami-Dade County, Florida, a copy of this Order shall constitute notice to any subsequent purchasers, successors in interest, or assigns, and the findings herein shall be binding upon the Owner and any subsequent purchasers, successors in interest or assigns.

10. *City's remedies are cumulative.* This Order notwithstanding, the City may enforce its code by any other lawful means.

11. **NOTICE:** If the Respondent does not comply with the terms of this Order, the City may issue a Notice of Non-Compliance ("Notice"). The Respondent may request an administrative hearing that shall be strictly limited to determining whether the Respondent complied with the terms of this Order. Requests for a hearing must be made in writing to Belkys Garcia, Secretary to the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134-5717, bgarcia@coralgables.com, tel: (305) 460-5229. Failure to request an administrative hearing within seven (7) days after service of the Notice shall constitute a waiver of the Respondent's right to the hearing. The Respondent shall be liable for the reasonable costs of the administrative hearing, if the Respondent does not prevail at the hearing.

DONE AND ORDERED at the City of Coral Gables, Miami-Dade County, Florida, on this 10 day of November, 2015.

CONSTRUCTION REGULATION BOARD
OF THE CITY OF CORAL GABLES



Board Chairperson

Notice of Deadline to Appeal

PURSUANT TO SECTION 105-192(b) OF THE CITY CODE, AN APPEAL OF THIS ORDER MAY BE FILED IN THE CIRCUIT COURT IN MIAMI-DADE COUNTY, FLORIDA, WITHIN THIRTY DAYS OF THE FILING OF THIS ORDER.

Certificate of Filing and Service

I HEREBY CERTIFY that the original of this Order was filed with the Secretary of the Board, on this 10 day of November, 2015 and that, on the same date, a true and correct copy of the foregoing was posted on the door of each dwelling unit in the Structure (in the case of a multifamily structure) and was served by certified mail, return receipt requested, and by first class mail (and via e-mail at any e-mail address indicated below) on:

<p><u>Owner</u> Jak Holdings Group, LLC 1801 Ponce de Leon Blvd. Coral Gables, FL 33134-4418</p> <p>Return receipt number: 91 7108 2133 3932 6147 4974</p> <p>and to John Herrera, Counsel for Jak Holdings Group, LLC, at service@johnherreralaw.com</p>	<p><u>Owner (Registered Agent)</u> Jak Holdings Group, LLC c/o Morton Antman Registered Agent 900 South Federal Highway, Suite B Hollywood, FL 33020-6051</p> <p>Return receipt number: 91 7108 2133 3932 6147 4967</p>
<p><u>Mortgagee</u> TotalBank 2720 Coral Way Miami, FL 33145-3202</p> <p>Return receipt number: 91 7108 2133 3932 6147 4950</p>	<p><u>Mortgagee</u> TotalBank 100 SE 2nd Ave., 32nd Floor Miami, FL 33131-2100</p> <p>Return receipt number: 91 7108 2133 3932 6147 4943</p>
<p><u>Second Mortgagee</u> Florida Business Development Corporation 6801 Lake Worth Road, Suite 209 Greenacres, FL 33467-2966</p> <p>Return receipt number: 91 7108 2133 3932 6147 4936</p>	<p><u>Second Mortgagee</u> Florida Business Development Corporation 300 SW 12 Ave., Suite A Miami, FL 33130-2002</p> <p>Return receipt number: 91 7108 2133 3932 6147 4929</p>

Second Mortgagee (Registered Agent)

Florida Business Development Corporation

c/o Agustin De Goytisolo

Registered Agent

799 Brickell Ave., Suite 606

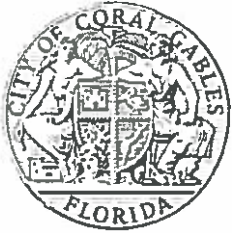
Miami, FL 33131-2808

Return receipt number:

91 7108 2133 3932 6147 4912



Belkys Gardia
Secretary to the Board



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

ORDER
&
NOTICE OF
TERMINATION

Complaint/Case #: 15-4458

Title of Document Posted: Construction Regulation Board Case

I, JOSE M. ISUESIAS, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 1801 PONCE DE LEON, ON 11-10-15
AT 3:00 PM BIUD

JOSE ISUESIAS
Employee's Printed Name

[Signature]
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 10 day of November, in the
year 2015, by Jose M. Isuecias who is personally known to me
or has produced _____ as identification.

My Commission Expires:



Belkys Garcia
Notary Public



1801 Ponce de Leon Boulevard

After recording return to:
Belkys Garcia
Secretary to the Construction
Regulation Board
Development Services Department
City of Coral Gables
405 Biltmore Way, 3rd Floor
Coral Gables, FL 33134-5717

CFN: 20150795637 BOOK 29892 PAGE 3881
DATE: 12/17/2015 09:18:29 AM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**CITY OF CORAL GABLES
CONSTRUCTION REGULATION BOARD**

CITY OF CORAL GABLES,

CASE NO. 15-4458

Petitioner,

vs.

JAK HOLDINGS GROUP, LLC,
a Florida limited liability company,

Respondent.

ORDER DECLARING STRUCTURE UNSAFE

This cause was brought before the Construction Regulation Board ("Board") of the City of Coral Gables ("City"), on December 14, 2015, on the Notice of Unsafe Structure Violation for Failure to Recertify and Notice of Hearing ("Notice"). The Board, having heard the arguments of the parties and having considered the evidence presented, hereby enters this Order Declaring Structure Unsafe ("Order") and finds, concludes, and orders as follows:

Findings of Fact

1. The City properly served the Notice on the owner, Jak Holdings Group, LLC ("Owner"), and any lienholders of record of the one-story office building ("Structure") built in 1924 (90-year recertification required) and located at **1801 Ponce de Leon Boulevard**, Coral Gables, FL 33134-4418, legally described as Lot 3, Block 6, of REVISED PLAT OF CORAL GABLES SECTION "L", according to the Plat thereof, as recorded in Plat Book 8, Page 85, of the Public Records of Miami-Dade County, Florida; and having folio number 03-4108-007-0380 ("Property").

2. The Notice alleges that the Structure is unsafe because on April 1, 2014, the City sent the Property Owner a 90-day Notice of Required Inspection requesting an inspection report conforming to the minimum inspection procedural guidelines as issued by the Miami-Dade County Board of Rules and Appeals, pursuant to Section 8-11(f) of the Miami-Dade County Code ("Report").

3. On July 22, 2014 and June 2, 2015, the City sent the Property Owner notices that the Report was past due.

4. To date, the Owner has not a) submitted the Report; b) completed the required repairs and c) submitted a letter from the architect or engineer who prepared the Report stating that the Structure now meets the minimum requirements ("Compliance Report")(collectively referred to as "Required Action").

Conclusions of Law

5. The Structure is presumed and is hereby declared 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.

Order

It is, therefore, ORDERED:

6. *Required Action.* The Owner shall take the Required Action as follows: a) the Owner shall submit the Report within 30 days of the date of this Order; b) the Owner shall apply for all required permits to meet the minimum requirements as noted in the Report ("Permits") within 30 days of the date the Report is submitted, and, in any event, no later than 60 days of the date of this Order; c) the Owner shall obtain all Permits within 30 days from the date that the application is complete and, in any event, no later than 90 days from the date of this Order; and d) the Owner shall pass final inspection on all Permits and shall submit a Compliance Report within 30 days from the date that the Permits are issued and, in any event, no later than 120 days from the date of this Order.

7. *Demolition by Owner.* If the Owner elects instead to demolish the Structure: a) the Owner shall apply for all required permits to totally demolish the Structure within 15 days of the date of this Order ("Demolition Permit"); b) the Owner shall obtain the Demolition Permit within 15 days from the date that the application is complete and, in any event, no later than 30 days from the date of this Order; and c) the Owner shall pass final inspection on the Demolition Permit, including by laying sod on the Property and removing the construction fence, within 15 days from the date that the Demolition Permit is issued and, in any event, no later than 45 days from the date of this Order.

8. *Request for compliance inspection.* It is the responsibility of the Owner to contact the Building Official to request an inspection of City records and of the Property, as applicable, to determine compliance with this Order and to notify the City of any compliance action taken.

9. *Payment of costs and demolition by City.* The Owner shall pay, within 7 days of the date of this Order, the City's administrative costs to date of \$600, in addition to the costs of recording this Order. If the Owner does not comply with any of the applicable deadlines above, the Building Official may immediately and without further order from this Board, 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 and the City may demolish the Structure. The City may sell as salvage or require the demolition contractor to dispose of the contents of the Structure. **Until the Structure is recertified in compliance the terms of this Order, the City shall not issue any further development approvals for the Property, including, but not limited to, building permits, unless the development approval is required to comply with the terms of the Order.**

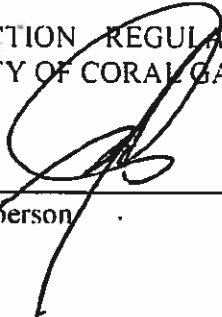
10. *Lien for costs and notice to subsequent purchasers.* The City shall have a special assessment lien for its administrative costs and the costs of corrective action, including but not limited to, securing the Structure and demolition ("Costs"), against the real and personal property of the Owner, including the Property. The lien for Costs shall have equal dignity with a lien for taxes. In order to have this lien, the City shall record this Order and an affidavit for any additional Costs, as applicable. Once recorded in the Public Records of Miami-Dade County, Florida, a copy of this Order shall constitute notice to any subsequent purchasers, successors in interest, or assigns, and the findings herein shall be binding upon the Owner and any subsequent purchasers, successors in interest or assigns.

11. *City's remedies are cumulative.* This Order notwithstanding, the City may enforce its code by any other lawful means.

12. **NOTICE: If the Respondent does not comply with the terms of this Order, the City may issue a Notice of Non-Compliance ("Notice"). The Respondent may request an administrative hearing that shall be strictly limited to determining whether the Respondent complied with the terms of this Order. Requests for a hearing must be made in writing to Belkys Garcia, Secretary to the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134-5717, bgarcia@coralgables.com, tel: (305) 460-5229. Failure to request an administrative hearing within seven (7) days after service of the Notice shall constitute a waiver of the Respondent's right to the hearing. The Respondent shall be liable for the reasonable costs of the administrative hearing, if the Respondent does not prevail at the hearing.**

DONE AND ORDERED at the City of Coral Gables, Miami-Dade County, Florida, on this 16 day of December, 2015.

CONSTRUCTION REGULATION BOARD
OF THE CITY OF CORAL GABLES



Board Chairperson

Notice of Deadline to Appeal

PURSUANT TO SECTION 105-192(b) OF THE CITY CODE, AN APPEAL OF THIS ORDER MAY BE FILED IN THE CIRCUIT COURT IN MIAMI-DADE COUNTY, FLORIDA, WITHIN THIRTY DAYS OF THE FILING OF THIS ORDER.

Certificate of Filing and Service

I HEREBY CERTIFY that the original of this Order was filed with the Secretary of the Board, on this 16 day of December, 2015 and that, on the same date, a true and correct copy of the foregoing was served by certified mail, return receipt requested, and by first class mail (and via e-mail at any e-mail address indicated below) on:

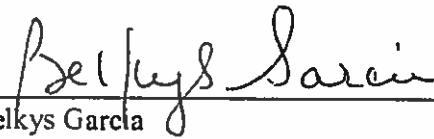
<p><u>Owner</u> Jak Holdings Group, LLC 1801 Ponce de Leon Blvd. Coral Gables, FL 33134-4418</p> <p>Return receipt number: 91 7108 2133 3932 7181 7167</p> <p>and to John Herrera, Counsel for Jak Holdings Group, LLC, at service@johnherreralaw.com</p>	<p><u>Owner (Registered Agent)</u> Jak Holdings Group, LLC c/o Morton Antman Registered Agent 900 South Federal Highway, Suite B Hollywood, FL 33020-6051</p> <p>Return receipt number: 91 7108 2133 3932 7181 7174</p>
<p><u>Mortgagee</u> TotalBank 2720 Coral Way Miami, FL 33145-3202</p> <p>Return receipt number: 91 7108 2133 3932 7181 7181</p>	<p><u>Mortgagee</u> TotalBank 100 SE 2nd Ave., 32nd Floor Miami, FL 33131-2100</p> <p>Return receipt number: 91 7108 2133 3932 7181 7198</p>
<p><u>Second Mortgagee</u> Florida Business Development Corporation 6801 Lake Worth Road, Suite 209 Greenacres, FL 33467-2966</p> <p>Return receipt number: 91 7108 2133 3932 7181 7204</p>	<p><u>Second Mortgagee</u> Florida Business Development Corporation 300 SW 12 Ave., Suite A Miami, FL 33130-2002</p> <p>Return receipt number: 91 7108 2133 3932 7181 7211</p>

Second Mortgagee (Registered Agent)

Florida Business Development Corporation
c/o Agustin De Goytisolo
Registered Agent
799 Brickell Ave., Suite 606
Miami, FL 33131-2808

Return receipt number:

91 7108 2133 3932 7181 7228



Belkys Garcia
Secretary to the Board



The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY

CORAL GABLES, FLORIDA 33134

November 10, 2015

JAK Holdings Group, LLC
1801 Ponce de Leon Boulevard
Coral Gables, FL 33134-4418

**Re: 10-day notice of termination of electric service at 1801 Ponce de Leon Boulevard
("Property")**

Dear Sir or Madame:

Please be informed that, at a hearing held on Monday, November 9, 2015, the City of Coral Gables's ("City") Construction Regulation Board ("Board") declared the structure on the above-referenced Property ("Structure") unsafe for failure to recertify. A copy of the Board's order ("Order") is attached.

The Order provides that the Owner shall submit, by 4 p.m. on Thursday, November 12, 2015, to the City's Development Services Department ("Department") a signed and sealed preliminary letter from a licensed architect or engineer stating whether the Structure may safely be occupied ("Letter"). The Owner shall also submit, for comparison, the report regarding the Structure that it has obtained for the purposes of litigation relating to damage to the Structure.

Pursuant to the Order, you are hereby notified that I will request that the electric utility terminate service to the Structure within 10 days of the date of this notice, unless the Letter establishes that the Structure may safely be occupied. I may, however, in my sole and absolute discretion, suspend the termination process, if I determine that the Owner has taken sufficient action to establish that the Structure may safely be occupied. **Failure to timely contact the Department and make arrangements that are satisfactory to me to address this matter will result in a request to Florida Power & Light, without any further notice, to immediately disconnect power to the Structure.**

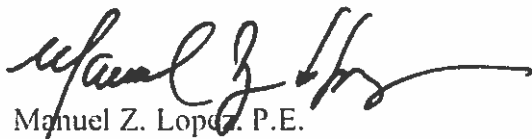
Please contact Virginia Goizueta, Building Services Coordinator, tel.: (305) 460-5250, email: vgoizueta@coralgables.com, or Manuel Z. Lopez, P.E., Building Official, tel.: (305) 460-5242, email: mlopez@coralgables.com. The Department's hours are Monday through Friday, 7:30 a.m. to 3:30 p.m.

CITY'S

EXHIBIT

9

Sincerely.

A handwritten signature in black ink, appearing to read 'Manuel Z. Lopez', with a long horizontal flourish extending to the right.

Manuel Z. Lopez, P.E.
Building Official

Street File

November 11, 2015

City of Coral Gables
Building Division
405 Biltmore Way, Third Floor
Coral Gables, FL 33134
Attention: Building Official

RE: JOHN HERRERA, ESQ.
1801 Ponce de Leon Blvd.
Coral Gables, FL 33134
Folio No. 03-4108-007-0380

SUBJ: **Structural Inspection**

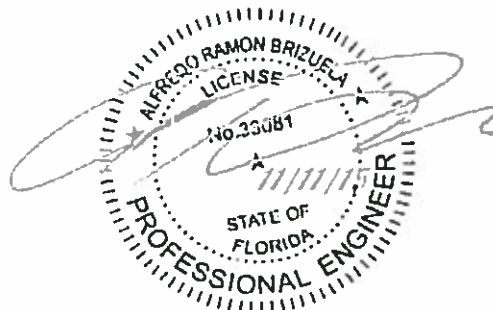
Gentlemen:

I, Alfredo Brizuela, having performed an inspection on the above referenced property, hereby attest that to the best of my knowledge, belief and professional judgment, the building structure has suffered minor damage from the vehicle impact, however, **it is safe for occupancy**. The damage observed is in the form of small to hairline cracks on the exterior wall. Nothing observed is creating a dangerous situation for the public or rendered the building structurally unsafe.

In addition, we have received an engagement agreement to proceed to perform a 40 year recertification on the property. Should you have any further questions, please do not hesitate to contact our office.

Sincerely yours,


Al Brizuela, P.E. President





JOHN HERRERA, P.A.
ATTORNEYS AT LAW

November 12, 2015

VIA ELECTRONIC MAIL

mlopez@coralgables.com

Mr. Manny Lopez
Building Official
City of Coral Gables
405 Biltmore Way
Coral Gables, 33134

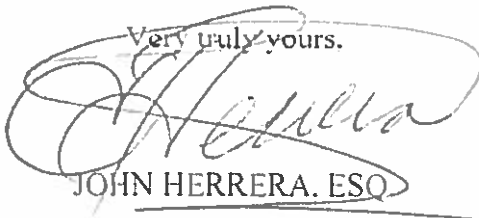
Re: PRELIMINARY LETTER FROM STRUCTURAL
ENGINEER
1801 Ponce de Leon Blvd.
Coral Gables, Florida 33134

Dear Mr. Lopez:

Pursuant to the Board's order, I am enclosing a preliminary letter from the engineering firm of Al Brizuela. Additionally, I have engaged the firm to conduct the building recertification.

Should you require anything further at this juncture, feel free to contact me at your convenience.

Very truly yours,



JOHN HERRERA, ESQ

cc: Mr. William Miner
Mr. Craig Leen



JOHN HERRERA, P.A.
ATTORNEYS AT LAW

January 12, 2016

VIA ELECTRONIC MAIL ONLY

bgarcia@coralgables.com

Ms. Belkis Garcia
City of Coral Gables

**Re: Request for extension to obtain permit
For 40/10 year recertification
JAK Holdings, LLC
1801 Ponce de Leon Blvd.
Coral Gables**

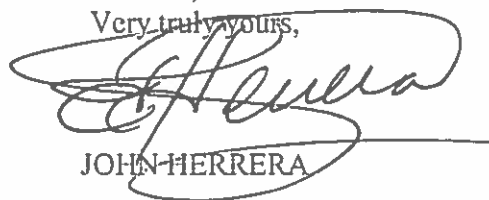
Dear Ms. Garcia,

Please accept this letter as my formal written request for an extension of time in which to obtain the permit for the work needed for the 40 year recertification. I was unaware as to what exactly was needed in order for the building and zoning department to issue the permit. As I briefly explained yesterday when we spoke, I do not know anything about this process. Accordingly, I hired a general contractor to pull permits and do the required work in accordance with codes, etc. As I just became aware of the requirement of drawings and details to submit to the city prior to issuing the permit, I ask that I be granted a short but reasonable extension in which to go back to the department and submit the plans and whatever else is needed.

I spoke with the general contractor after being informed of the denial and made sure to let him know the importance of compliance with all of the department's requirements. Furthermore, I made sure that he understood the issue of the pending deadline and the fact that this entire issue is time sensitive. He assured me that he would do his best to get this done apace. Additionally, he informed me that he was going to meet with the structural engineer in order to ensure that all the drawings and requirements would be complied.

In light of the aforementioned reasons, I respectfully request a 30 (THIRTY) day extension in which to obtain the permit(s) required in order to do the work properly and without further issue. This extension is requested in order to allow the general contractor and the structural engineer collaborate and submit detailed drawings for the department's review and acceptance.

Very truly yours,



JOHN HERRERA

CITY OF CORAL GABLES.

Case # 15-4458

Petitioner,

vs.

JAK HOLDINGS GROUP, LLC,
a Florida limited liability company.

Respondent.

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

Date: November 24, 2015

To:

<p><u>Owner</u> Jak Holdings Group, LLC 1801 Ponce de Leon Blvd. Coral Gables, FL 33134-4418</p> <p>Return receipt number: 91 7108 2133 3932 6217 1896</p> <p>and to John Herrera, Counsel for Jak Holdings Group, LLC, at service@johnherreralaw.com</p>	<p><u>Owner (Registered Agent)</u> Jak Holdings Group, LLC c/o Morton Antman Registered Agent 900 South Federal Highway, Suite B Hollywood, FL 33020-6051</p> <p>Return receipt number: 91 7108 2133 3932 6217 1902</p>
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CITY'S

<p><u>Mortgagee</u> TotalBank 2720 Coral Way Miami, FL 33145-3202</p> <p>Return receipt number: 91 7108 2133 3932 6217 1919</p>	<p><u>Mortgagee</u> TotalBank 100 SE 2nd Ave., 32nd Floor Miami, FL 33131-2100</p> <p>Return receipt number: 91 7108 2133 3932 6217 1926</p>
<p><u>Second Mortgagee</u> Florida Business Development Corporation 6801 Lake Worth Road, Suite 209 Greenacres, FL 33467-2966</p> <p>Return receipt number: 91 7108 2133 3932 6217 1933</p>	<p><u>Second Mortgagee</u> Florida Business Development Corporation 300 SW 12 Ave., Suite A Miami, FL 33130-2002</p> <p>Return receipt number: 91 7108 2133 3932 6217 1940</p>
<p><u>Second Mortgagee (Registered Agent)</u> Florida Business Development Corporation c/o Agustin De Goytisolo Registered Agent 799 Brickell Ave., Suite 606 Miami, FL 33131-2808</p> <p>Return receipt number: 91 7108 2133 3932 6217 1957</p>	

Re: The one-story office building ("Structure") built in 1924 (40-year recertification required) and located at **1801 Ponce de Leon Boulevard**, Coral Gables, FL 33134-4418, legally described as: Lot 3, in Block 6, of REVISED PLAT OF CORAL GABLES SECTION "L", according to the Plat thereof, as recorded in Plat Book 8, at Page 85, of the Public Records of Miami-Dade County, Florida; and having folio number 03-4108-007-0380 ("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 as follows:

On April 1, 2014, the City sent the Property Owner a 90-day Notice of Required Inspection for the Property's requesting an inspection report conforming to the minimum inspection procedural guidelines as issued by the Miami-Dade County Board of Rules and Appeals, pursuant to Section 8-11(f) of the Miami-Dade County Code ("Report").

On July 22, 2014 and June 2, 2015, the City sent the Property Owner the City sent the Property Owner notices that the Report was past due.

To date, the Owner has not a) submitted the Report; b) completed the required repairs and c) submitted a letter from the architect or engineer who prepared the Report stating that the Structure now meets the minimum requirements ("Compliance Report")(collectively referred to as "Required Action").

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, Coral Gables, Florida 33134, on December 14, 2015, at 2:00 p.m.

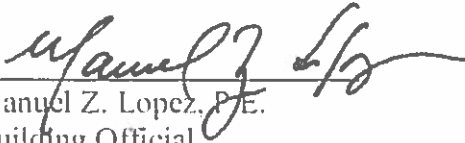
You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence, however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the 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 Belkys Garcia, Secretary to the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134, bgarcia@coralgables.com, tel: (305) 460-5229.

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 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 appeal the decision of the Building Official, the Construction Regulation Board may enter an order of demolition and assess all costs of the proceedings and demolition and other Required Action for which the City shall have a lien against the Property and the Property Owner.

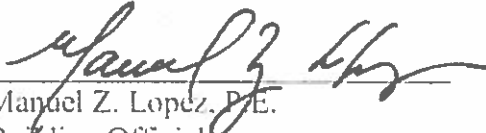
Please contact Virginia Goizueta, Building Services Coordinator, tel.: (305) 460-5250, email: vgoizueta@coralgables.com, or Manuel Z. Lopez, P.E., Building Official, tel.: (305) 460-5242, email: mlopez@coralgables.com. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 3:30 p.m.

Please govern yourself accordingly.


Manuel Z. Lopez, P.E.
Building Official

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on November 24, 2015, a true and correct copy of the foregoing notice was served on the mortgagees via certified mail, return receipt requested, by first class mail, via e-mail at any e-mail address indicated above, and, by agreement of the Owner, only on John Herrera, Counsel for Jak Holdings Group, LLC, via e-mail at service@johnherreralaw.com.


Manuel Z. Lopez, P.E.
Building Official

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.

ADA Assistance: The City complies with the provisions of the American with Disabilities Act. Individuals with disabilities requiring special accommodations or assistance should contact Ernesto Pino, Assistant Public Works Director, at (305) 460-5004, with requests for auxiliary aids or services at least one business day before the hearing in order to request such assistance.



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Complaint/Case #: 15-4458

Title of Document Posted: Construction Regulation Board Case

I, JOSE IGLESIAS, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 1801 PONCE DE LEON, ON 11-24-15
AT 9:00 AM.

JOSE IGLESIAS

Employee's Printed Name

Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 24th day of November, in
the year 20 15, by José Iglesias who is personally known to
me.

My Commission Expires:



Belkys Garcia
Notary Public



1801 Ponce de Leon Boulevard

CITY OF CORAL GABLES.

Case # 15-4458

Petitioner,

vs.

JAK HOLDINGS GROUP, LLC,
a Florida limited liability company.

Respondent.

**NOTICE OF NON-COMPLIANCE WITH
UNSAFE STRUCTURES ORDER AND
RIGHT TO REQUEST HEARING**

Date: January 22, 2016

To:

Owner

Jak Holdings Group, LLC
1801 Ponce de Leon Blvd.
Coral Gables, FL 33134-4418

Return receipt number:

91 7108 2133 3932 6926 2023

Owner (Registered Agent)

Jak Holdings Group, LLC
c/o Morton Antman
Registered Agent
900 South Federal Highway, Suite B
Hollywood, FL 33020-6051

Return receipt number:

91 7108 2133 3932 6926 2030

and to John Herrera, Counsel for Jak
Holdings Group, LLC, at
service@johnherreralaw.com

Mortgagee

TotalBank
2720 Coral Way
Miami, FL 33145-3202

Return receipt number:

91 7108 2133 3932 6926 2047

Mortgagee

TotalBank
100 SE 2nd Ave., 32nd Floor
Miami, FL 33131-2100

Return receipt number:

91 7108 2133 3932 6926 2054

Second Mortgagee

Florida Business Development Corporation
6801 Lake Worth Road, Suite 209
Greenacres, FL 33467-2966

Return receipt number:

91 7108 2133 3932 6926 2061

Second Mortgagee

Florida Business Development Corporation
300 SW 12 Ave., Suite A
Miami, FL 33130-2002

Return receipt number:

91 7108 2133 3932 6926 2078

Second Mortgagee (Registered Agent)

Florida Business Development Corporation
c/o Agustin De Goytisolo
Registered Agent
799 Brickell Ave., Suite 606
Miami, FL 33131-2808

Return receipt number:

91 7108 2133 3932 6926 2085

Re: The one-story office building ("Structure") built in 1924 (40-year recertification required) and located at **1801 Ponce de Leon Boulevard**, Coral Gables, FL 33134-4418. legally described as: Lot 3, in Block 6, of REVISED PLAT OF CORAL GABLES SECTION "L", according to the Plat thereof, as recorded in Plat Book 8, at Page 85, of the Public Records of Miami-Dade County, Florida; and having folio number 03-4108-007-0380 ("Property").

BEFORE ME, the undersigned authority, personally appeared Manuel Z. Lopez, P.E., Building Official for the City of Coral Gables ("City"), Florida who, after being duly sworn, deposes and says:

1. I am the City Building Official.

2. On December 14, 2015, the City Construction Regulation Board ("Board") held a public hearing and issued an Order Declaring Structure Unsafe, in the above-styled matter ("Order").

3. The Order found the Structure to be unsafe and ordered the above-listed owner of the Property ("Owner") to take action to recertify the Structure ("Required Action") or to demolish the Structure and pay the administrative costs by a certain deadline.

4. The deadline to take the Required Action or to demolish the Structure expired on January 15, 2015.

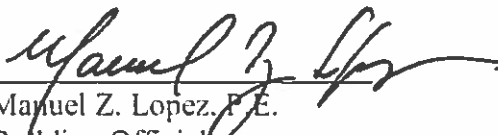
5. On January 22, 2016, I completed a review of the relevant City records and determined that the Owner has not taken the Required Action or demolished the Structure and that the Owner has not paid the administrative costs.

6. **NOTICE: The Owner may request an administrative hearing which shall be strictly limited to determining whether and when the Owner took the Required Action or demolished the Structure and paid the administrative costs as required by the Order. The Owner may file a written request for hearing within seven (7) days of the date of this notice. Failure to timely request an administrative hearing shall constitute a waiver of the Owner's right to the administrative hearing. The Owner shall be liable for the reasonable costs of the administrative hearing if the Owner is unsuccessful at the hearing.**

7. Requests for a hearing must be made in writing and addressed to Belkys Garcia, Secretary to the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134. bgarcia@coralgables.com, tel: (305) 460-5229.

FURTHER AFFIANT SAYETH NOT:

DATED: January 22, 2016.

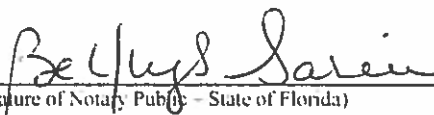

Manuel Z. Lopez, P.E.
Building Official

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

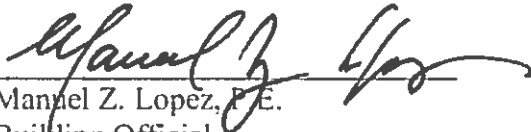
The foregoing was sworn to (or affirmed) and subscribed before me, on January 22, 2016, by Manuel Z. Lopez, P.E., as the Building Official for the City of Coral Gables, who is personally known to me.




(Signature of Notary Public - State of Florida)
BELKYS GARCIA
(Print, Type, or stamp Commissioned Name of Notary Public)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on January 22, 2016, a true and correct copy of the foregoing notice was served via certified mail, return receipt requested, by first class mail, via e-mail at any e-mail address indicated above, and by hand-delivery or posting at the Property.


Manuel Z. Lopez, P.E.
Building Official

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.

ADA Assistance: The City complies with the provisions of the American with Disabilities Act. Individuals with disabilities requiring special accommodations or assistance should contact Ernesto Pino, Assistant Public Works Director, at (305) 460-5004, with requests for auxiliary aids or services at least one business day before the hearing in order to request such assistance.



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Complaint/Case #: 15-4458

Title of Document Posted: Construction Regulation Board Case

I, J. PINDO, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 1801 Ponce de Leon Blvd, ON 1-22-16
AT 10:00 AM.

JORGE PINDO
Employee's Printed Name

[Signature]
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 22 day of JANUARY, in
the year 20 16, by JORGE PINDO who is personally known to
me.

My Commission Expires:



[Signature]
Notary Public

CITY OF CORAL GABLES

Petitioner

vs.

JAK HOLDINGS GROUP, LLC
a Florida limited liability company

Respondent

Case No. 15-4458

1801
Ponce de
Leon Blvd

**NOTICE OF NON-COMPLIANCE WITH
UNSAFE STRUCTURES ORDER AND
RIGHT TO REQUEST HEARING**

Date: January 23, 2016

to:

Owner
Jak Holdings Group, LLC
1801 Ponce de Leon Blvd.
Coral Gables, FL 33134-4418

Owner, Registered Agent
Jak Holdings Group, LLC
c/o Morgan Applica
Registered Agent
1000 South Federal Highway, Suite 11
Hollywood, FL 33020-0051

Return receipt number

71 2106 2133 3732 6926 2023

71 2106 2133 3732 6926 2023

sent to John Herrera, Counsel for Jak
Holdings Group, LLC at
jhh@jakholdings.com

15-4458

Page 1 of 4

01/22/2016 10:01
1801 PONCE

1801



01/22/2016 10:01

NO SOLICITING



BEFORE THE CONSTRUCTION REGULATION BOARD
OF THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,

Case # 15-4458

Petitioner,

vs.

JAK HOLDINGS GROUP, LLC,
a Florida limited liability company,

Respondent.

**NOTICE OF HEARING ON NON-COMPLIANCE
WITH UNSAFE STRUCTURES ORDER**

Date: February 24, 2016

To:

<p><u>Owner</u> Jak Holdings Group, LLC 1801 Ponce de Leon Blvd. Coral Gables, FL 33134-4418</p> <p>Return receipt number: 91 7108 2133 3932 7179 1696</p> <p>and to John Herrera, Counsel for Jak Holdings Group, LLC, at service@johnherrerlaw.com</p>	<p><u>Owner (Registered Agent)</u> Jak Holdings Group, LLC c/o Morton Antman Registered Agent 900 South Federal Highway, Suite B Hollywood, FL 33020-6051</p> <p>Return receipt number: 91 7108 2133 3932 7179 1702</p>
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<p><u>Mortgagee</u> TotalBank 2720 Coral Way Miami, FL 33145-3202</p> <p>Return receipt number: 91 7108 2133 3932 7179 1719</p>	<p><u>Mortgagee</u> TotalBank 100 SE 2nd Ave., 32nd Floor Miami, FL 33131-2100</p> <p>Return receipt number: 91 7108 2133 3932 7179 1726</p>
<p><u>Second Mortgagee</u> Florida Business Development Corporation 6801 Lake Worth Road, Suite 209 Greenacres, FL 33467-2966</p> <p>Return receipt number: 91 7108 2133 3932 7179 1733</p>	<p><u>Second Mortgagee</u> Florida Business Development Corporation 300 SW 12 Ave., Suite A Miami, FL 33130-2002</p> <p>Return receipt number: 91 7108 2133 3932 7179 1740</p>
<p><u>Second Mortgagee (Registered Agent)</u> Florida Business Development Corporation c/o Agustin De Goytisolo Registered Agent 799 Brickell Ave., Suite 606 Miami, FL 33131-2808</p> <p>Return receipt number: 91 7108 2133 3932 7179 1757</p>	

Re: The one-story office building ("Structure") built in 1924 (40-year recertification required) and located at **1801 Ponce de Leon Boulevard**, Coral Gables, FL 33134-4418, legally described as: Lot 3, in Block 6. of REVISED PLAT OF CORAL GABLES SECTION "L", according to the Plat thereof, as recorded in Plat Book 8, at Page 85, of the Public Records of Miami-Dade County, Florida; and having folio number 03-4108-007-0380 ("Property").

You are directed to appear for a hearing before the before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, Coral Gables, Florida 33134, on March 14, 2016, at 2:00 p.m.

The hearing will be held regarding the Notice of Non-Compliance with Unsafe Structures Order and Right to Request Hearing. **The hearing shall be strictly limited to determining whether**

and when you took the Required Action or demolished the Structure and paid the administrative costs as required by the Order.

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 Belkys Garcia, Secretary to the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134, bgarcia@coralgables.com, tel: (305) 460-5229.

If you do not 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 \$150, and the costs of demolition and other required action, for which the City shall have a lien against the Property owner and the Property.

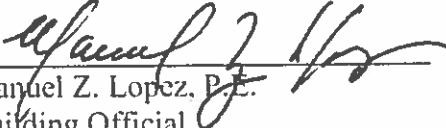
If you comply with the Board's prior order before the hearing, please contact Virginia Goizueta, Building Services Coordinator, tel.: (305) 460-5250, email: vgoizueta@coralgables.com, or Manuel Z. Lopez, P.E., Building Official, tel.: (305) 460-5242, email: mlopez@coralgables.com. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 3:30 p.m.

Please govern yourself accordingly.


Manuel Z. Lopez, P.E.
Building Official

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on February 24, 2016, a true and correct copy of the foregoing notice was served via certified mail, return receipt requested, by first class mail and by hand-delivery or posting at the Property.


Manuel Z. Lopez, P.E.
Building Official

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.

ADA Assistance: The City complies with the provisions of the American with Disabilities Act. Individuals with disabilities requiring special accommodations or assistance should contact Dona M. Spain, ADA Coordinator, at (305) 460-5095, TTY TDD (305) 460-5010, with requests for auxiliary aids or services at least three business days before the hearing in order to request such assistance.



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Complaint/Case #: 15-4458

Title of Document Posted: Construction Regulation Board Case

I, JOSE IGLESIAS, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 1801 PONCE DE LEON BLVD, ON 2-24-16
AT 9:50 AM.

JOSE IGLESIAS

Employee's Printed Name

[Signature]

Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 24th day of February, in
the year 20 16, by Jose Iglesias who is personally known to
me.

My Commission Expires:



Belkys Garcia
Notary Public

1801 Ponce de Leon Boulevard



Garcia, Belkys

From: alp@alp-law.com
Sent: Tuesday, December 01, 2015 12:11 PM
To: Garcia, Belkys; Goizueta, Virginia
Subject: FW: Unsafe Structures proceeding - 1801 Ponce De Leon Blvd
Attachments: unsafe structures notice - 12-14-15 hearing - 1801 Ponce de Leon.pdf

FYI

Very truly yours,

Alexander L. Palenzuela
Law Offices of Alexander L. Palenzuela, P.A.
1200 Brickell Avenue, Suite 1440
Miami, FL 33131-3205
main (305) 375-9510, ext. 303
direct +1 (305) 417-9007
fax (305) 375-9511
alp@alp-law.com
www.alp-law.com

PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING

This message, together with any attachments, is intended only for the addressee. It may contain information which is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, use, or any action or reliance on this communication is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately by telephone, at (305) 375-9510, ext. 303, or by return e-mail and delete this message, along with any reply and attachments.

Tax Advice Disclosure: To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any matters addressed herein.

From: Alexander Palenzuela <alp@alp-law.com>
Date: Wednesday, November 18, 2015 at 7:11 PM
To: John Herrera <john@johnherreralaw.com>
Subject: Unsafe Structures proceeding - 1801 Ponce De Leon Blvd

Dear Mr. Herrera:

As we discussed, please find attached an unsigned copy of the notice of the December 14, 2015, Constructional Review Board ("Board") hearing that begins at 2 PM at City Hall. Please confirm that you agree to accept email service only of the attached notice.

CITY'S

EXHIBIT

12

As we also discussed, based on the order entered at the November hearing, the Board will be determining the deadlines for compliance on the notice of unsafe structure. Therefore, I recommend that you obtain and submit a recertification report in advance of the hearing, so that the Board sees that you are seeking to come into compliance.

Please let me know if the City can be of assistance in expediting compliance.

Thank you.

Very truly yours,

Alexander L. Palenzuela
Law Offices of Alexander L. Palenzuela, P.A.
1200 Brickell Avenue, Suite 1440
Miami, FL 33131-3205
main (305) 375-9510, ext. 303
direct +1 (305) 417-9007
fax (305) 375-9511
alp@alp-law.com
www.alp-law.com

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This message, together with any attachments, is intended only for the addressee. It may contain information which is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, use, or any action or reliance on this communication is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately by telephone, at (305) 375-9510, ext. 303, or by return e-mail and delete this message, along with any reply and attachments.

Tax Advice Disclosure: To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any matters addressed herein.

Garcia, Belkys

From: Garcia, Belkys
Sent: Tuesday, January 12, 2016 2:02 PM
To: 'John Herrera, Esq.'
Cc: Lopez, Manuel; Goizueta, Virginia; Figueroa, Yaneris; alp@alp-law.com; Harry Joseph; Karla Reyes; Reception JHPA
Subject: RE: 1801 Ponce de Leon Blvd - Request For Extension
Attachments: RECORDED ORDER - DEC.pdf

Good afternoon Mr. Herrera,

Please be advised you will be scheduled for the February 8, 2016 Construction Regulation Board meeting so that you can request the extension. Additionally, there is a fee of \$150.00 to attend that Board meeting.

Note if you do not submit the required paperwork per the Order's expiration date a Notice of Non-compliance will be issued (see Attached).

Thank you,

Belkys Garcia

City of Coral Gables
Development Services Department
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Office: (305) 460-5229

From: Lopez, Manuel
Sent: Tuesday, January 12, 2016 1:43 PM
To: Garcia, Belkys
Cc: Goizueta, Virginia; Figueroa, Yaneris; alp@alp-law.com; 'John Herrera, Esq.'; Harry Joseph; Karla Reyes; Reception JHPA
Subject: RE: 1801 Ponce de Leon Blvd - Request For Extension

They should get the extension from the Board.

Manuel Z. Lopez P.E.
Building Official
City of Coral Gables
Development Services Department
405 Biltmore Way, 3rd Floor
Coral Gables Florida, 33134
305-460-5242



Celebrating 90 years of a dream realized.

From: Garcia, Belkys
Sent: Tuesday, January 12, 2016 1:41 PM
To: Lopez, Manuel
Cc: Goizueta, Virginia; Figueroa, Yaneris; alp@alp-law.com; 'John Herrera, Esq.'; Harry Joseph; Karla Reyes; Reception JHPA
Subject: 1801 Ponce de Leon Blvd - Request For Extension

Manny,

Please read email below and see letter Attached requesting extension for the above Subject address as their Board Order expires January 16, 2016. Please advise.

Thank you,

Belkys Garcia
City of Coral Gables
Development Services Department
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Office: (305) 460-5229

From: John Herrera, Esq. [<mailto:john@johnherreralaw.com>]
Sent: Tuesday, January 12, 2016 11:53 AM
To: Garcia, Belkys
Cc: John Herrera, Esq.; Harry Joseph; Karla Reyes; Reception JHPA
Subject: Letter to B. Garcia RE: JAKK Holdings, LLC, Requesting Extension to obtain permits for Recertification
Importance: High

Dear Ms. Garcia,

Attached hereto is my written request for an extension in which to obtain the permits for the recertification on my building. Thank you in advance for your cooperation on this matter. I look forward to hearing from you at your earliest convenience.

Regards,

JOHN HERRERA, Esq.



JOHN HERRERA, P.A.
ATTORNEYS AT LAW

1801 Ponce de Leon Blvd.
Coral Gables, Fl. 33134
Tel: 305.446.1504

Fax: 305.446.1505
john@johnherreralaw.com
www.johnherreralaw.com

Garcia, Belkys

From: John Herrera, Esq. <john@johnherreralaw.com>
Sent: Saturday, February 06, 2016 4:25 PM
To: Garcia, Belkys
Cc: Goizueta, Virginia; Lopez, Manuel; Karla Reyes; alp@alp-law.com; Figueroa, Yaneris
Subject: Re: 1801 Ponce de Leon Blvd - CRB Feb 8th Request

Dear Ms. Garcia,

I thank you for your response and information regarding my concern about this matter. I need to point out to you that I hired a company to and pull permits and to start the work. The company was unable to procure the permits as there were additional requirements that were unknown to me or anybody. I thank you for the advance notice on the gearing but I have to bring this up to them that I did try to obtain the permits for the work. It is absolutely incorrect to say that I have not done what I needed to do within the timeframe allotted. I hope you have a nice weekend.

On Feb 5, 2016 3:57 PM, "Garcia, Belkys" <bgarcia@coralgables.com> wrote:
Good afternoon,

As per our conversation, I consulted with counsel and you can attend the Construction Regulation Board meeting of Monday, February 8th at 2:00 pm. However, please know your Case is not on the official Agenda and you will need to address the Board once all Cases have been heard and request they hear your Case. Note, the Board Order required that you must apply for the required permits to correct the issues outlined on the Recertification Report and, as of this date, permit applications have not been submitted.

Additionally, the Commission recently approved a new Resolution giving the Construction Regulation Board the authority to impose fines. Please know, the deadline to submit the permit applications was January 19, 2016; therefore, you will be scheduled to attend the March 14th Board meeting in order for the Board to impose the fine on your property. I wanted to advise you of this matter ahead of time.

Thank you,

Belkys Garcia

City of Coral Gables
Development Services Department
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Office: (305) 460-5229

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.



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12 15 15

December 10, 2015

John Herrera
1801 Ponce De Leon Blvd.
Coral Gables, Florida 33134

RE: 90 Year Building Re-Certification
SUBJ: 1801 Ponce De Leon Blvd. Coral Gables, FL 33134
Folio: 03-4108-007-0380

Gentlemen:

Enclosed, please find the structural and electrical report as per your request. This letter should serve as our issuance of a successful 90 Year Building Re-Certification.

We certify this building is structurally and electrically safe for its use and occupancy, but require repairs to structural components.

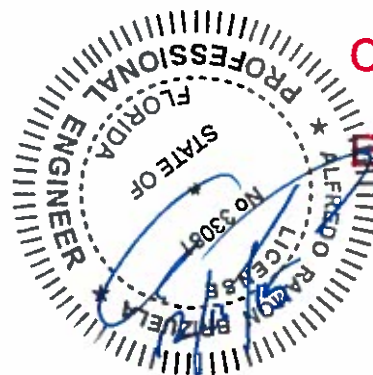
There is no parking lot at this property.

We found several structural deficiencies and have advised the owner that concrete repairs will be required by a professional concrete restoration firm. The areas of concern have been noted in our report. In our opinion, these deficiencies do not affect the structural integrity of the building at this time and to do not compromise the short term safety of the building or its occupants.

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

Sincerely,

Alfredo Brizuela, P.E. 33081



CITY'S

EXHIBIT

13

13309 S.W. 124TH STREET
MIAMI, FLORIDA 33186
TEL: (305) 908-8733
FAX: (305) 971-6004
EMAIL: BRIZUELA.COM





MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING STRUCTURAL RECERTIFICATION

INSPECTION COMMENCED

Date: December 4, 2015

INSPECTION MADE BY: Al Brizuela

SIGNATURE: _____

INSPECTION COMPLETED

Date: December 10, 2015

PRINT NAME: Alfredo R. Brizuela PE #33081

TITLE: President

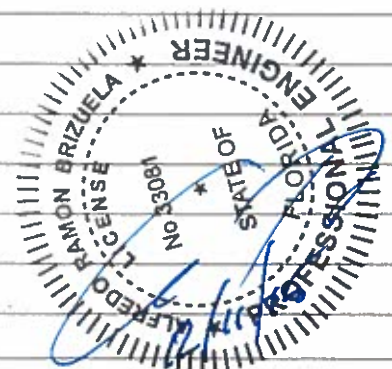
ADDRESS: 13309 SW 124th Street
Miami, Florida 33186

1. DESCRIPTION OF STRUCTURE

- a. Name on Title: Jak Holdings Group LLC.
- b. Street Address: 1801 Ponce De Leon Blvd. Coral Gables, Fl 33134
- c. Legal Description: CORAL GABLES SEC L PB 8-85 LOT 3 BLK 6 LOT SIZE 25.010 X 100 COC 25962-0798 09 2007 6
- d. Owner's Name: Jak Holdings Group LLC.
- e. Owner's Mailing Address: 1801 PONCE DE LEON BLVD Coral Gables, FL 33134
- f. Folio Number of Property on which Building is Located: 03-4108-007-0380
- g. Building Code Occupancy Classification: 1713 OFFICE BUILDING - ONE STORY : OFFICE BUILDING
- h. Present Use: OFFICE BUILDING
- i. General Description, Type of Construction, Size, Number of Stories, and Special Features

Additional Comments:

One story office-building constructed of concrete tie-beams and columns, masonry bearing walls and spread footings with concrete slab on grade. Total building square footage is 2,275 square feet. The structure was built in 1924 according to public records. The roof is a modified built-up roof on wood decking supported by wood frame. The exterior is finished with stucco and paint. Store front windows and doors surround the north and west sides of the building.



Additions to original structure:

None

2. PRESENT CONDITION OF STRUCTURE

a. General alignment (not good, fair, poor, explain if significant)

1. Bulging Fair

2. Settlement good

3. Defections Fair

4. Expansion good

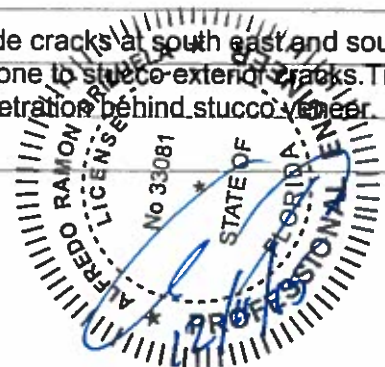
5. Contraction good

b. Portion showing distress (Note, beams, columns, structural walls, floors, roofs, other)

Roof is in fair conditions, evidence of recent repairs, interior water damage from previous roof water intrusion, Infrared confirmed no present roof leaks. Tie beam north side minor spall, column north side hairline crack. Visible repair done to footing north side.

c. Surface conditions – describe general conditions of finishes, noting cracking, spalling, peeling, signs of moisture penetration & stains.

Hairline cracks along the the exterior and at north side column, medium to wide cracks at south east and south west corners of building extending to roof parapet. Some patching has been done to stucco exterior cracks. Tie beam at north side early evidence of minor spalling. Evidence of moisture penetration behind stucco veneer.



d. Cracks – note location in significant members. Identify crack size as HAIRLINE if barely discernible; FINE if less than 1 mm in width; MEDIUM if between 1 and 2 mm in width; WIDE if over 2 mm.

There are hairline, fine cracks along exterior walls, Medium to wide cracks at south side corners and parapet at corners.

e. General extent of deterioration – cracking or spalling of concrete or masonry; oxidation of metals; rot or borer attack in wood.

Early minor spall at tie beam at north side, no visible rebar or corrosion, wide cracking at south corners.

f. Previous patching or repairs Yes throughout exterior walls. Load conditions unchanged based on visual inspection

g. Nature of present loading indicate residential, commercial, other estimate magnitude.

Commercial

3. INSPECTIONS

a. Date of notice of required inspection

b. Date(s) of actual inspection 12/4/2015- 12/10/2015

c. Name and qualifications of individual submitting inspection report:

Al Brizuela P.E. #33081

d. Description of any laboratory or other formal testing, if required, rather than manual or visual procedures

None

e. Structural repair-note appropriate line: 2

1. None required

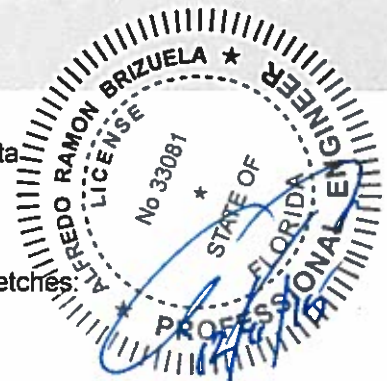
2. Required (describe and indicate acceptance) Cracks at south and north side and spalling at north side

4. SUPPORTING DATA

a. _____ sheet written data

b. photographs

c. _____ drawings or sketches



00

12 15 15

5. MASONRY BEARING WALL = Indicate good, fair, poor on appropriate lines:

a. Concrete masonry units poor, require crack repair and patching

b. Clay tile or terra cota units Fair

c. Reinforced concrete tie columns Fair, require crack patching

d. Reinforced concrete tie beams Fair, minor spalling require repair

e. Lintel Good

f. Other type bond beams

g. Masonry finishes - exterior

1. Stucco Poor, south and east side

2. Veneer NA

3. Paint only Fair, south and east side

4. Other(describe)

h. Masonry finishes - interior

1. Vapor barrier Not visible

2. Purring and plaster Fair

3. Paneling NA

4. Paint only Fair

5. Other (describe)

i. Cracks: There are hairline, fine cracks along exterior walls, Medium to wide cracks at south side corners and parapet at corners.

1. Location - note beams, columns, other Exterior north tie beam

2. Description Medium to wide at south corners wall and parapet, hairline at various and column.

j. Spalling: Yes minor

1. Location - note beams, columns, other Exterior north tie beam

2. Description Rebar not visible early stage isolated not widespread.

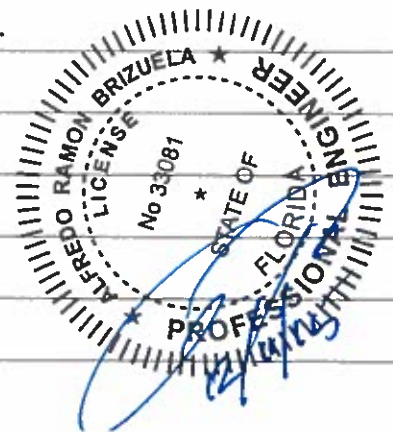
k. Rebar corrosion-check appropriate line: 1- None visible

1. None visible

2. Minor-patching will suffice

3. Significant-but patching will suffice

4. Significant-structural repairs required



I. Samples chipped out for examination in spall areas:

1. No. None

2. Yes - describe color, texture, aggregate, general quality

6. FLOOR AND ROOF SYSTEM

a. Roof:

1. Describe (flat, slope, type roofing, type roof deck, condition.

Flat roof with parapet walls around perimeter capped with clay S-Tiles with Modified built-up roof, 2x8 wood decking wood framing support. Roof fair condition. Roof deck and framing good.

2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of support: AC compressor on roof, support good,

3. Note types of drains and scuppers and condition:

Aluminum gutter and scuppers in good condition.

b. Floor system(s)

1. Describe (type of system framing, material, spans, condition)

Concrete Slab On Grade- Good

c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members.

Rear electrical room attic access.

7. STEEL FRAMING SYSTEM

a. Description N/A



b. Exposed Steel - describe condition of paint & degree of corrosion:

There is no visible or exposed steel framing

c. Concrete or other fireproofing – note any cracking or spalling, and note where any covering was removed for inspection

Exterior walls, floor is non-combustible concrete.

d. Elevator sheave beams & connections, and machine floor beams – note condition:

N/A- No elevator in this building

8. CONCRETE FRAMING SYSTEM

a. Full description of structural system

Exterior masonry bearing walls, concrete columns and tie beams. Foundation is spread footing, exterior is stucco.

b. Cracking

1. Not significant

2. Location and description of members affected and type cracking Hairline cracks exterior walls and column

Significant only at south east and south west.

c. General condition fair

d. Rebar corrosion - check appropriate line:

1. None visible

2. Location and description of members affected and type cracking

3. Significant but patching will suffice

4. Significant - structural repairs required (describe)

e. Samples chipped out in spall areas:

1. No.

2. Yes, describe color, texture, aggregate, general quality:

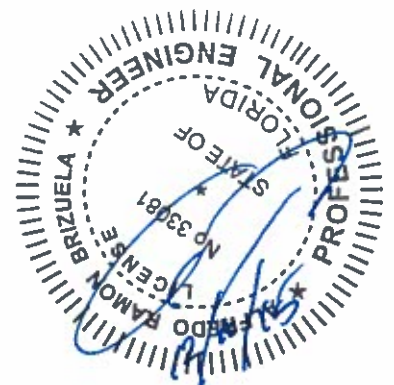


9. WINDOWS

- a. Type (Wood, steel, aluminum, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other) Storefront
- b. Anchorage – type & condition of fasteners and latches: Fair
- c. Sealant – type of condition of perimeter sealant & at mullions: Fair
- d. Interiors seals – type & condition at operable vents: Fair
- e. General condition: Fair

10. WOOD FRAMING

- a. Type – fully describe if mill construction, light construction, major spans, trusses; Beam and Truss
- b. Note metal fitting i.e., angles, plates, bolts, split pintles, pintles, other, and note condition: Good
- c. Joints – note if well fitted and still closed: Good
- d. Drainage – note accumulations of moisture: None Visible
- e. Ventilation –note any concealed spaces not ventilated: Attic ventilation good
- f. Note any concealed spaces opened for inspection: Attic



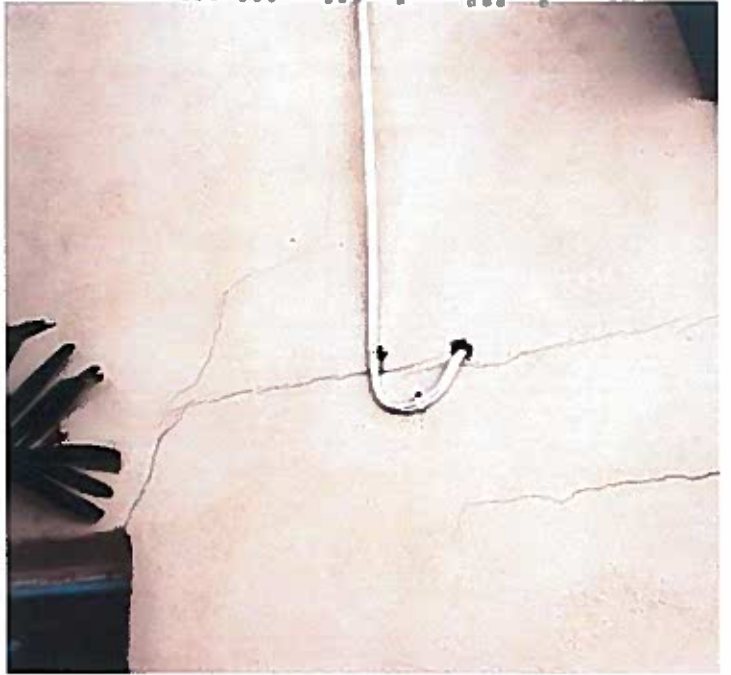
CA

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STATE OF FLORIDA
PROFESSIONAL ENGINEER
LIDEN E. BRIZUELA
No 33981

00.

12 15 15



PROFESSIONAL ENGINEER
STATE OF FLORIDA
Ramon Brizuela
LICENSE No. 31081



MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING ELECTRICAL RECERTIFICATION

INSPECTION COMMENCED
Date: December 4, 2015

INSPECTION MADE BY: Al Brizuela
SIGNATURE:

INSPECTION COMPLETED
Date: December 10, 2015

PRINT NAME: Alfredo R. Brizuela PE #33081
TITLE: President

ADDRESS: 13309 SW 124th Street
Miami, Florida 33186

DESCRIPTION OF STRUCTURE

- a. Name on Title: Jak Holdings Group LLC.
b. Street Address: 1801 Ponce De Leon Blvd. Coral Gables, Fl 33134
c. Legal Description: CORAL GABLES SEC L PB 8-85 LOT 3 BLK 6 LOT SIZE 25.010 X 100 COC 25962-0798 09 2007 6
d. Owner's Name: Jak Holdings Group LLC.
e. Owner's Mailing Address: 1801 PONCE DE LEON BLVD Coral Gables, FL 33134
f. Folio Number of Property on which Building is Located: 03-4108-007-0380
g. Building Code Occupancy Classification: 1713 OFFICE BUILDING - ONE STORY : OFFICE BUILDING
h. Present Use: OFFICE BUILDING
i. General Description, Type of Construction, Size, Number of Stories, and Special Features
Additional Comments:

One story office-building constructed of concrete tie-beams and columns, masonry bearing walls and spread footings with concrete slab on grade. Total building square footage is 2,275 square feet. The structure was built in 1924 according to public records. The roof is a modified built-up roof on wood decking supported by wood frame. The exterior veneer is stucco and paint. Store front windows and doors surround the north and west sides of the building.



GUIDELINES AND INFORMATION FOR RECERTIFICATION OF ELECTRICAL SYSTEMS OF FORTY (40) YEAR STRUCTURES

00
12 15 15

1. ELECTRIC SERVICE

1. Size: Amperage (450) Fuses () Breakers (X)
 2. Phase: Three Phase (X) Single Phase ()
 3. Condition: Good (X) Fair () Needs Repair ()

Comments: There is one electrical room located at the rear of the building where the service enters from an overhead feed. There are four meters and four disconnect switches.

2. METER AND ELECTRIC ROOM

1. Clearances: Good (X) Fair () Requires Correction ()

Comments: The electrical room is generally clean with ample workspace. However, the room is being used to store shutters, those shutters and any other loose items should be removed. Also, the room provides access to the attic.

3. GUTTERS

Location: Good (X) Requires Repair ()
 Taps and Fill: Good (X) Requires Repair ()

Comments: Good Condition



00

12 15 15

4. ELECTRICAL PANELS

Location: Good () Needs Repair ()

1. Panel #(A)

Good () Needs Repair ()

2. Panel #(B)

Good () Needs Repair ()

3. Panel #(C)

Good () Needs Repair ()

4. Panel #(D)

Good () Needs Repair ()

5. Panel #()

Good () Needs Repair ()

Comments: There are 4 separate meters labeled A,B,C and D. There are 4 disconnect switches labeled; ~~A-1 of 4, B-2 of 4, C-4 of 4, and D-3 of 4~~ — all Disconnects are 100A except for A, which is 150A. All disconnects are breaker type, enclosures are all in good condition. ~~All electrical panels are recessed mounted at various parts of office, all are MGB w/ breakers, enclosures are in good condition, all circuits are labeled.~~

5. BRANCH CIRCUITS:

1. Identified: Yes () Must be identified ()

2. Conductors: Good () Deteriorated () Must be replaced ()

Comments:



6. GROUNDING SERVICE:

Good (X)

Repairs Required (1)

Comments: Service grounded to two ground rods and water pipe.

7. GROUNDING OF EQUIPMENT:

Good (X)

Repairs Required ()

Comments: All equipment grounded.

8. SERVICE CONDUITS/RACEWAYS:

Good (X)

Repairs Required ()

Comments: Service conduits overhead feed, weather-head and conduits all good.

9. SERVICE CONDUCTOR AND CABLES:

Good (X)

Repairs Required ()

Comments: Service conductors good condition.



10. TYPES OF WIRING METHODS:



Conduit Raceways:	Good	(X)	Repairs Required	()
Conduit PVC:	Good	(X)	Repairs Required	()
NM Cable:	Good	(N/A)	Repairs Required	()
BX Cable:	Good	(N/A)	Repairs Required	()

11. FEEDER CONDUCTORS:

Good (X) Repairs Required ()

Comments: Good condition

12. EMERGENCY LIGHTING:

Good (X) Repairs Required ()

Comments: Emergency lighting is installed in main corridor, main entrance (Front Door), and auxillary doors (not used for normal egress) at the north side of building.

13. BUILDING EGRESS ILLUMINATION:

Good (X) Repairs Required ()

Comments: Located at front entrance.



14. FIRE ALARM SYSTEM:

00.

Good ()

Repairs Required ()

Comments: N/A- None

15. SMOKE DETECTORS:

Good ()

Repairs Required ()

Comments: N/A- None

16. EXIT LIGHTS:

Good (X)

Repairs Required ()

Comments: Batter backup Exit Lights are installed at all doors. Batteries are all good.

17. EMERGENCY GENERATOR:

Good ()

Repairs Required ()

Comments: No generator at site



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

Require Additional

Good ()

Repairs Required

()

Comments: There is no parking lot at this property.

19. OPEN OR UNDERCOVER PARKING GARAGE AREAS AND EGRESS ILLUMINATION:

Require Additional

Good ()

Repairs Required

()

Comments: There is no parking garage at this building.

20. SWIMMING POOL WIRING:

Good ()

Repairs Required

()

Comments: No swimming pool is located at this building

21. WIRING TO MECHANICAL EQUIPMENT:

Good (X)

Repairs Required

()

Comments: AC Compressor located on roof, disconnect and conduits good, Air handler is located in closet wiring connection good.



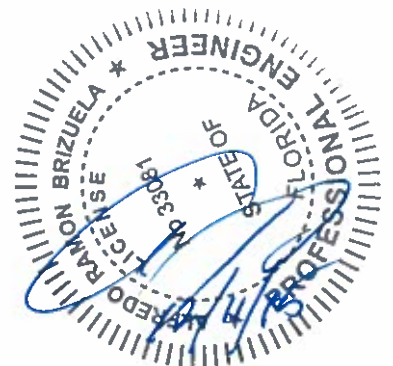
22. ADDITIONAL COMMENTS:

0.0.

Owner will clear out all materials that are stored in electrical room.

12 15 15

SD:rs.vc.mb.js rtc1:8/5/2011 40yrtrackingsystem



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



Date: 12-10-2015

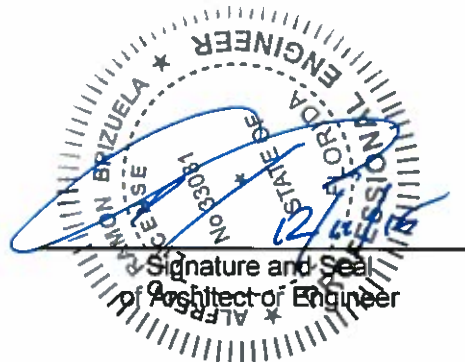
RE: Case No.: Fd10 : 03-4108-007-0380

Property Address: 1801 PONCE DE LEON, Coral Gables, FL 33134

Building Description: Office Building, 1-STORY

1. I am a Florida registered professional engineer or architect with an active license.
2. On _____, 20____, at _____pm, I measured the level of illumination in the parking lot (s) serving the above referenced building.
3. Maximum _____ foot candle per SF, Minimum _____ foot candle per SF, Minimum to Maximum ratio ____:____, foot candle _____ average per SF.
4. The level of illumination provided in the parking lot (s) meets / does not meet the minimum standards for the occupancy classification of the building as established in Section 8C-3 of the Code of Miami-Dade County.

*No Parking lot
on this property*



ALFREDO BRIZUELA
(Print Name)

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

12 15 15

DATE: 12-10-2015

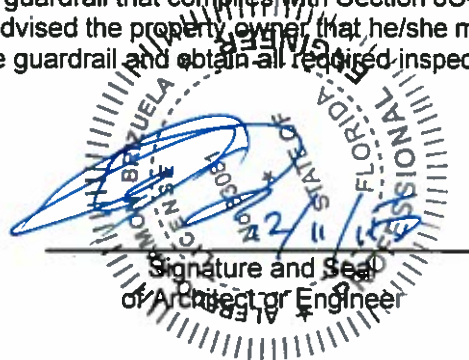
Re: Case No. Folio: 03-4108-007-0380
Property Address: Bldg. No.: , Sq. Ft.: 1801 PONCE DE LEON, Coral Gables, FL 33134
Building Description: Office Building, 1-Story

The undersigned states the following:

I am a Florida registered professional engineer or architect with an active license. On _____, 20____, I inspected the parking lots servicing the above referenced building for compliance with Section 8C-6 and determined the following (check only one):

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

No Parking lot
on this property



Delfredo Prizuela
(Print Name)



City of Coral Gables
Development Services



RC-15-11-5313

1801 PONCE DE LEON BLVD #

Folio #: **03-4108-007-0380**

Permit Description: **CONSTRUCTION**
REGULATION BOARD CASE #15-4458
UNSAFE STRUCTURES FEE 1924

EL _____
ME _____
PL _____

OFFICE SET

Section	Approved	
	By	Date
<input type="checkbox"/> BUILDING		
<input type="checkbox"/> CONCURRENCY		
<input type="checkbox"/> ELECTRICAL	<i>[Signature]</i>	
<input type="checkbox"/> FEMA		
<input type="checkbox"/> FIRE		
<input type="checkbox"/> HANDICAP		
<input type="checkbox"/> HISTORICAL		
<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"/>		
<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