



**City of Coral Gables  
Development Services Department**

**UNSAFE STRUCTURES BOARD HEARING  
CASE RESUME**

**HEARING DATE:** July 11, 2016

**CASE NO.:** 15-4458

**BUILDING ADDRESS:** 1801 Ponce De Leon Blvd

**FOLIO NUMBER:** 03-4108-007-0380

**OWNER:** JAK Holdings Grp LLC

**USE:** Commercial Property

**# OF LIVING UNITS:** 0

**PENDING RECERTIFICATION:** 2014

**DESCRIPTION AND DEFECTS OF BUILDING:** The 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 for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code.

**DATES AND ACTIVITIES:**

- 4/01/14 Letter from the City advising of 40/10 Year Recertification required
- 7/22/14 Second letter
- 6/02/15 Final notice letter
- 10/06/15 Extension to provide report expired
- 10/27/15 Notice of Unsafe Structure Violation for Failure to Recertify and Notice of Hearing
- 11/10/15 Construction Regulation Board Order issued
- 11/11/15 Structural Inspection letter provided
- 11/24/15 Notice of Unsafe Structure Violation for Failure to Recertify and Notice of Hearing
- 12/16/15 Construction Regulation Board Order issued
- 12/17/15 Recertification Report rejected, repairs required
- 1/14/16 Order deadline expired (Apply for repair permits)
- 1/22/16 Notice of Non-Compliance with Unsafe Structures Order
- 2/24/16 Notice of Hearing on Non-Compliance with Unsafe Structures Order
- 3/15/16 Order deadline expired (Obtain all permits)
- 3/23/16 Applied for permit for structural repairs
- 3/23/16 Notice of Unsafe Structure Violation for Failure to Recertify and Notice of Hearing
- 4/14/16 Construction Regulation Board Order issued
- 6/13/16 Order deadline expired; \$250 daily running fine commenced (\$7,000 as of today)

6/22/16 Notice of Unsafe Structure Violation for Failure to Recertify

6/22/16 Hearing requested by owner

**TO DATE THE OWNER HAS NOT:** complied with the Boards Order. Although the owner applied for a repair permit on 3/23/16, the Board Order's deadline to obtain all the permits has expired. As of today, plans have been rejected by structural 5 times.

**BUILDING OFFICIAL'S RECOMMENDATION:** a) Submit the revised 40/10 Year Recertification Report prepared by a licensed Architect or Engineer within ninety (90) days of the Board's Order. b) \$250 daily fine to remain for each day the violation continues; c) if all requirements are not completed within the ninety (90) days the Building Official is to revoke the Certificate of Occupancy and the premises shall be evacuated.

**PERMIT ACTIVITY:** Permit BL-16-04-7063 for structural repairs was applied for on 3/23/16

Presented by: Virginia Goizueta, Building Services Coordinator, City of Coral Gables



# 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<br>CORAL GABLES , FL 33134-4418 |
| Primary Zone         | 6400 COMMERCIAL - CENTRAL                               |
| Primary Land Use     | 1713 OFFICE BUILDING - ONE<br>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<br>LOT 3 BLK 6<br>LOT SIZE 25.010 X 100<br>COC 25962-0798 09 2007 6 |

| Taxable Value Information |           |           |           |
|---------------------------|-----------|-----------|-----------|
|                           | 2015      | 2014      | 2013      |
| <b>County</b>             |           |           |           |
| Exemption Value           | \$0       | \$0       | \$0       |
| Taxable Value             | \$855,000 | \$800,000 | \$767,500 |
| <b>School Board</b>       |           |           |           |
| Exemption Value           | \$0       | \$0       | \$0       |
| Taxable Value             | \$855,000 | \$800,000 | \$767,500 |
| <b>City</b>               |           |           |           |
| Exemption Value           | \$0       | \$0       | \$0       |
| Taxable Value             | \$855,000 | \$800,000 | \$767,500 |
| <b>Regional</b>           |           |           |           |
| 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

91 7108 2133 3932 6262 1728

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

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

**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

2. Article Number

(*Transfer from service label*)

91 7108 2133 3932 6185 5292

PS Form 3811, July 2013

Domestic Return Receipt





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><b><u>Owner</u></b><br/>Jak Holdings Group, LLC<br/>1801 Ponce de Leon Blvd.<br/>Coral Gables, FL 33134-4418</p> <p>Return receipt number:<br/>91 7108 2133 3932 6147 4769</p> <p>and to John Herrera, Counsel for Jak Holdings Group, LLC, at <a href="mailto:service@johnherreralaw.com">service@johnherreralaw.com</a></p> | <p><b><u>Owner (Registered Agent)</u></b><br/>Jak Holdings Group, LLC<br/>c/o Morton Antman<br/>Registered Agent<br/>900 South Federal Highway, Suite B<br/>Hollywood, FL 33020-6051</p> <p>Return receipt number:<br/>91 7108 2133 3932 6147 4776</p> |
|--|--|

|  |  |
|--|--|
| <p><b><u>Mortgagee</u></b><br/> TotalBank<br/> 2720 Coral Way<br/> Miami, FL 33145-3202</p> <p>Return receipt number:<br/> <b>91 7108 2133 3932 6147 4783</b></p>  | <p><b><u>Mortgagee</u></b><br/> TotalBank<br/> 100 SE 2nd Ave., 32nd Floor<br/> Miami, FL 33131-2100</p> <p>Return receipt number:<br/> <b>91 7108 2133 3932 6147 4790</b></p>                                   |
| <p><b><u>Second Mortgagee</u></b><br/> Florida Business Development Corporation<br/> 6801 Lake Worth Road, Suite 209<br/> Greenacres, FL 33467-2966</p> <p>Return receipt number:<br/> <b>91 7108 2133 3932 6147 4806</b></p>  | <p><b><u>Second Mortgagee</u></b><br/> Florida Business Development Corporation<br/> 300 SW 12 Ave., Suite A<br/> Miami, FL 33130-2002</p> <p>Return receipt number:<br/> <b>91 7108 2133 3932 6147 4813</b></p> |
| <p><b><u>Second Mortgagee (Registered Agent)</u></b><br/> Florida Business Development Corporation<br/> c/o Agustin De Goytisolo<br/> Registered Agent<br/> 799 Brickell Ave., Suite 606<br/> Miami, FL 33131-2808</p> <p>Return receipt number:<br/> <b>91 7108 2133 3932 6147 4820</b></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.**

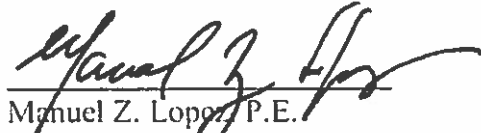
You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence, however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the 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](mailto: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.

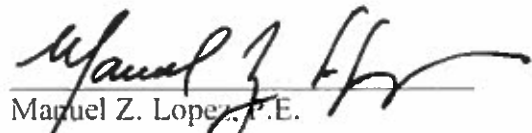
Please contact Virginia Goizueta, Building Services Coordinator, tel.: (305) 460-5250, email: [vgoizueta@coralgables.com](mailto:vgoizueta@coralgables.com), or Manuel Z. Lopez, P.E., Building Official, tel.: (305) 460-5242, email: [mlopez@coralgables.com](mailto:mlopez@coralgables.com). The Development 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

- Agent
- Addressee

E. Received by (Printed Name)

Wanda Toranzo

Date of Delivery

02/01/13

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 28<sup>th</sup> 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







**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:

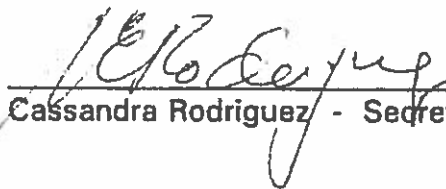
*CR*

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."

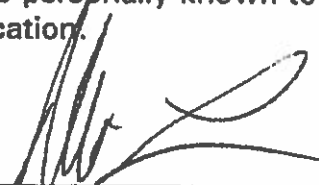
There being no further business to come before the meeting, it was, upon  
motion being duly made and carried, adjourned.

Dated: September 18, 2007.

  
\_\_\_\_\_  
Cassandra Rodriguez - Secretary

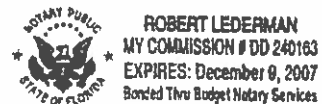
STATE OF FLORIDA            )  
  ) SS  
COUNTY OF MIAMI-DADE    )

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





## 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

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



CFN 2013R0133761  
DR 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, 16<sup>th</sup> 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 15<sup>th</sup> 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. Graham*

Notary Public  
My Commission Expires: 8-6-2018



CFN 2007R0962030  
 OR Bk 25962 Pgs 0831 - 8441 (14pgs)  
 RECORDED 10/01/2007 15:28:29  
 HTG 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, Airan-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)





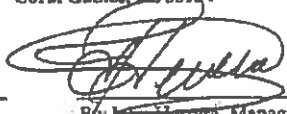
IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year above first written.

Witnesses:

Borrower:


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

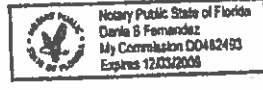
  
Print Name: Renato Jacaba  
  
Print Name: RENATO JACABA

  
By: John Herrera, Managing Member

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  have produced Florida Driver's as identification.


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

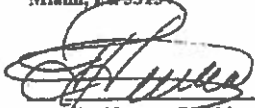



IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year above first written.

Witnesses:

Borrower:  
AJR Investments Corp.,  
A Florida corporation  
140 SW 30 CT  
Miami, FL 33134

  
Print Name: D Steiner

  
By: John Herrera, President

  
Print Name: RENATO SALAZAR

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

The foregoing instrument was acknowledged before me this 20 day of September, 2007 by John Herrera, President of AJR Investments Corp., a Florida corporation. 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: \_\_\_\_\_  
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 2007R0962030  
 DR Bk 25962 Pgs 0831 - 8441 (14pgs)  
 RECORDED 10/01/2007 15:28:29  
 NTG 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, Airan-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, 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 and contingencies as Mortgagee may require, and shall pay promptly, when due, any premiums on

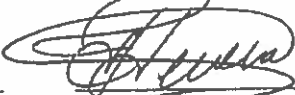
IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year above first written.


Witnesses:

Borrower:

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

  
Print Name: D. S. Jaramila

  
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 0 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

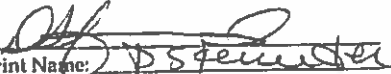


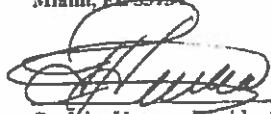
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

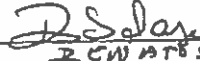
IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year above first written.

Witnesses:

Borrower:  
AJR Investments Corp.,  
A Florida corporation  
140 SW 30 CT  
Miami, FL 33134

  
Print Name: D. S. FERNANDEZ

  
By: John Herrera, President

  
Print Name: R. W. M. SALAZAR

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

The foregoing instrument was acknowledged before me this 20 day of September, 2007 by John Herrera, President of AJR Investments Corp., a Florida corporation. 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 2007R0962025  
 DR Bk 25962 Pag 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, Airan-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  
120.50

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, 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

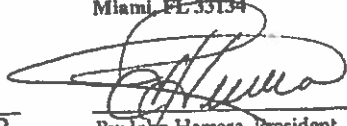


IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year above first written.

Witnesses:

Borrower:  
AJR Investments Corp.,  
A Florida corporation  
140 SW 30 CT  
Miami, FL 33134


  
Print Name: RENATO SALAZAR

  
By: John Herrera, President

  
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, President of AJR Investments Corp., a Florida corporation. 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

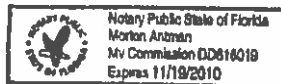
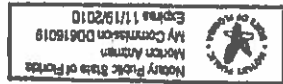


EXHIBIT "A"

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

92R598288 1998 DEC 14 15:15

DOCSTPMTG 493.50 INTNG 282.00  
HARVEY RUVIN, CLERK DADE COUNTY, FL

## MORTGAGE (Participation)

This mortgage made and entered into this (seven) 7<sup>th</sup> 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 thereto 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 therein 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 Cussandra 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 PALM BEACH COUNTY  
OF DADE COUNTY, FLORIDA  
RECORD YEAR 98  
HARVEY RUVIN  
CLERK OF DISTRICT 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 acknowledged the execution of this instrument as of the day and year aforesaid.

Witness (Print name: NEIDA VALDES)  
Witness (Print name: NEIDA VALDES)

1801 PONCE HOLDING CORP.  
Cassandra E. Rodriguez  
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 here aforesaid this 17<sup>th</sup> 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

NEIDA VALDES  
COMMISSION # CC 556019  
EXPIRES JULY 17, 2000  
SUNSHINE BUILDING CO., INC.





## 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**

| <b>Report Year</b> | <b>Filed Date</b> |
|--------------------|-------------------|
| 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 and 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

1 | PAGE

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

2 | PAGE



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.

---

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

---

**No violations noted at this time.**

|                                |   |
|--------------------------------|---|
| <b>Company Representative:</b> | Signature on file<br>Harry<br>6/19/2015           |
| <b>Inspector:</b>              | Signature on file<br>Joe Fantigrassi<br>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 Biltmore 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](mailto: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><b><u>Owner</u></b><br/>         Jak Holdings Group, LLC<br/>         1801 Ponce de Leon Blvd.<br/>         Coral Gables, FL 33134-4418</p> <p>Return receipt number:<br/>         91 7108 2133 3932 6147 4974</p> <p>and to John Herrera, Counsel for Jak Holdings Group, LLC, at <a href="mailto:service@johnherreralaw.com">service@johnherreralaw.com</a></p> | <p><b><u>Owner (Registered Agent)</u></b><br/>         Jak Holdings Group, LLC<br/>         c/o Morton Antman<br/>         Registered Agent<br/>         900 South Federal Highway, Suite B<br/>         Hollywood, FL 33020-6051</p> <p>Return receipt number:<br/>         91 7108 2133 3932 6147 4967</p> |
| <p><b><u>Mortgagee</u></b><br/>         TotalBank<br/>         2720 Coral Way<br/>         Miami, FL 33145-3202</p> <p>Return receipt number:<br/>         91 7108 2133 3932 6147 4950</p>   | <p><b><u>Mortgagee</u></b><br/>         TotalBank<br/>         100 SE 2nd Ave., 32nd Floor<br/>         Miami, FL 33131-2100</p> <p>Return receipt number:<br/>         91 7108 2133 3932 6147 4943</p>  |
| <p><b><u>Second Mortgagee</u></b><br/>         Florida Business Development Corporation<br/>         6801 Lake Worth Road, Suite 209<br/>         Greenacres, FL 33467-2966</p> <p>Return receipt number:<br/>         91 7108 2133 3932 6147 4936</p>   | <p><b><u>Second Mortgagee</u></b><br/>         Florida Business Development Corporation<br/>         300 SW 12 Ave., Suite A<br/>         Miami, FL 33130-2002</p> <p>Return receipt number:<br/>         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 Garcia  
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. Iglesias, 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 BLVD

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 10 day of November, in the  
year 20 15, by Jose M. Iglesias 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.**



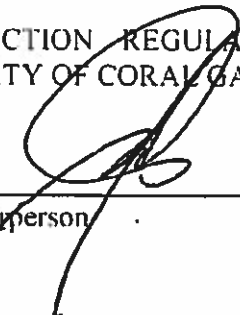
10. *Lien for costs and notice to subsequent purchasers.* The City shall have a special assessment lien for its administrative costs and the costs of corrective action, including but not limited to, securing the Structure and demolition ("Costs"), against the real and personal property of the Owner, 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](mailto: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:

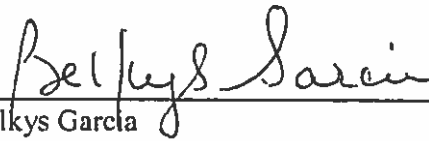
|   |   |
|---|---|
| <p><b><u>Owner</u></b><br/>         Jak Holdings Group, LLC<br/>         1801 Ponce de Leon Blvd.<br/>         Coral Gables, FL 33134-4418</p> <p>Return receipt number:<br/> <b>91 7108 2133 3932 7181 7167</b></p> <p>and to John Herrera, Counsel for Jak Holdings Group, LLC, at <a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

**Second Mortgagee (Registered Agent)**

Florida Business Development Corporation  
c/o Agustin De Goytisoló  
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](mailto:vgoizueta@coralgables.com), or Manuel Z. Lopez, P.E., Building Official, tel.: (305) 460-5242, email: [mlopez@coralgables.com](mailto: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, sweeping 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**

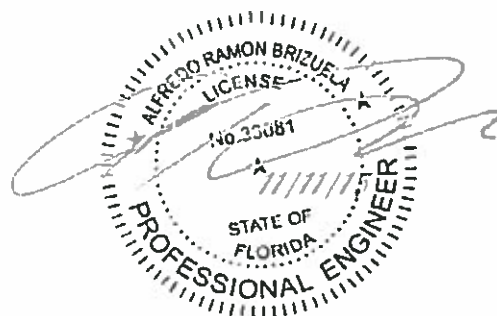
Gentlemen:

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



13309 S.W. 124<sup>TH</sup> STREET  
MIAMI, FLORIDA 33186  
TEL: (305) 908-8733  
FAX: (305) 971-6004  
EMAIL: albrizuela@gmail.com

**CITY'S**  
**EXHIBIT**

10



JOHN HERRERA, P.A.  
ATTORNEYS AT LAW

November 12, 2015

**VIA ELECTRONIC MAIL**

[mlopez@coralgables.com](mailto:mlopez@coralgables.com)

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

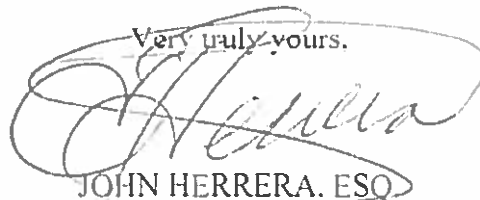
Re: PRELIMINARY LETTER FROM STRUCTURAL  
ENGINEER  
1801 Ponce de Leon Blvd.  
Coral Gables, Florida 33134

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**

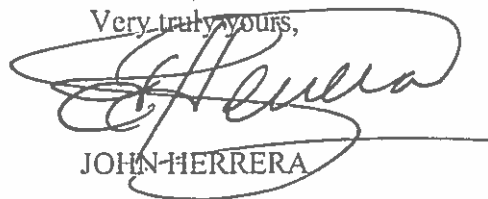
Dear Ms. Garcia,

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 as fast as possible. 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

1 | PAGE



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

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

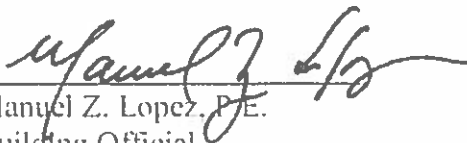
You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence, however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the 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](mailto: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.

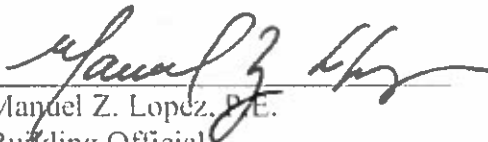
Please contact Virginia Goizueta, Building Services Coordinator, tel.: (305) 460-5250, email: [vgoizueta@coralgables.com](mailto:vgoizueta@coralgables.com), or Manuel Z. Lopez, P.E., Building Official, tel.: (305) 460-5242, email: [mlopez@coralgables.com](mailto:mlopez@coralgables.com). The Development 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](mailto:service@johnherreralaw.com).

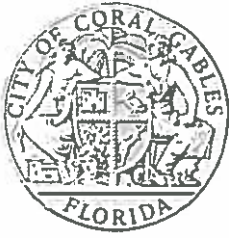
  
Manuel Z. Lopez, P.E.  
Building Official

### 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

[Signature]  
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 24<sup>th</sup> day of November, in  
the year 20 15, by Jose 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

and to John Herrera, Counsel for Jak  
Holdings Group, LLC, at  
[service@johnherreralaw.com](mailto:service@johnherreralaw.com)

**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

**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 Goytisoló  
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.

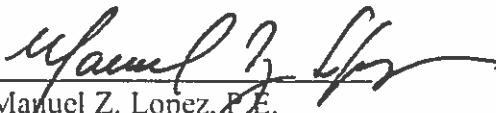
5. On January 22, 2016, I completed a review of the relevant City records and determined that the Owner has not taken the Required Action or demolished the Structure and that the Owner has not paid the administrative costs.

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](mailto: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

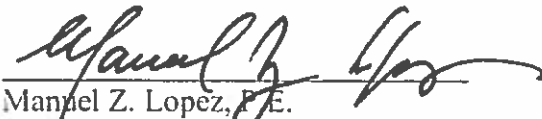
The foregoing was sworn to (or affirmed) and subscribed before me, on January 22, 2016, by Manuel Z. Lopez, P.E., as the Building Official for the City of Coral Gables, who is personally known to me.



  
(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. PDDO, 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 PDDO  
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 2016, by JORGE PDDO 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 # 15-4458

1801  
Ponce de  
Leon Blvd

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

Date: January 27, 2016

To:

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

Owner/Registered Agent  
Jak Holdings Group, LLC  
c/o Jeffrey Soltman  
Registration Agent  
350 South (Old) Highway, Suite A  
Hollywood, FL 33020-4151

Return receipt number

JA 2108 2139 3702 6926 2023

Receipt receipt number

JA 2108 2139 3702 6926 2030

sent to John Horton, Counsel for Jak  
Holdings Group, LLC, at  
8821 SW 10th Street, Suite 300, Miami, FL 33156

15-4458

Page 1 of 4

01/22/2016 10:01  
1801 PONCE

1801



NO SOLICITING



01/22/2016 10:01

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:

**Owner**

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

Return receipt number:

91 7108 2133 3932 7179 1696

and to John Herrera, Counsel for Jak  
Holdings Group, LLC, at  
[service@johnherreralaw.com](mailto:service@johnherreralaw.com)

**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 7179 1702

|   |   |
|---|---|
| <p><b><u>Mortgagee</u></b><br/> TotalBank<br/> 2720 Coral Way<br/> Miami, FL 33145-3202</p> <p>Return receipt number:<br/> 91 7108 2133 3932 7179 1719</p>  | <p><b><u>Mortgagee</u></b><br/> TotalBank<br/> 100 SE 2nd Ave., 32nd Floor<br/> Miami, FL 33131-2100</p> <p>Return receipt number:<br/> 91 7108 2133 3932 7179 1726</p>                                   |
| <p><b><u>Second Mortgagee</u></b><br/> Florida Business Development Corporation<br/> 6801 Lake Worth Road, Suite 209<br/> Greenacres, FL 33467-2966</p> <p>Return receipt number:<br/> 91 7108 2133 3932 7179 1733</p>  | <p><b><u>Second Mortgagee</u></b><br/> Florida Business Development Corporation<br/> 300 SW 12 Ave., Suite A<br/> Miami, FL 33130-2002</p> <p>Return receipt number:<br/> 91 7108 2133 3932 7179 1740</p> |
| <p><b><u>Second Mortgagee (Registered Agent)</u></b><br/> Florida Business Development Corporation<br/> c/o Agustin De Goytisolo<br/> Registered Agent<br/> 799 Brickell Ave., Suite 606<br/> Miami, FL 33131-2808</p> <p>Return receipt number:<br/> 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](mailto: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](mailto:vgoizueta@coralgables.com), or Manuel Z. Lopez, P.E., Building Official, tel.: (305) 460-5242, email: [mlopez@coralgables.com](mailto:mlopez@coralgables.com). The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 3:30 p.m.

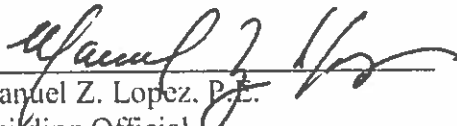
Please govern yourself accordingly.

  
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.

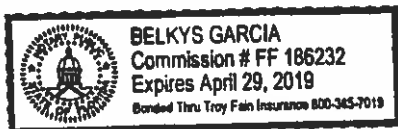
Jose Iglesias  
Employee's Printed Name

[Signature]  
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 24<sup>th</sup> 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



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

CITY OF CORAL GABLES.

Case No. 15-4458

Petitioner,

vs.

JAK HOLDINGS GROUP, LLC  
1801 Ponce de Leon Boulevard  
Coral Gables, FL 33134-4418

Return receipt number:

91 7108 2133 3932 7179 1887

Respondents.

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

Date: March 23, 2016

Re: **1801 Ponce de Leon Boulevard**, Coral Gables, FL 33134-4418, legally described as Lot 3, Block 6, of REVISED PLAT 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").

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 105-1 86(j)(13) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code.

**Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, Coral Gables, Florida 33134, on April 11, 2016, 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 the City may recover the costs incurred against the Property and the Owner of record.

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

Please contact Virginia Goizueta, Building Services Coordinator, tel.: (305) 460-5250, email: vgoizueta@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

#### ADA NOTICES

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

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

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

CC:

Jak Holdings Group, LLC, c/o Morton Antman, 900 South Federal Highway, Suite B, Hollywood, FL 33020-6051  
TotalBank, 2720 Coral Way, Miami, FL 33145-3202  
TotalBank, 100 S.E. 2<sup>nd</sup> Avenue, 32<sup>nd</sup> Floor, Miami, FL 33131-2100  
Florida Business Development Corporation, 6801 Lake Worth Road, Suite 209, Greenacres, FL 33467-2966  
Florida Business Development Corporation, 300 S.W. 12<sup>th</sup> Avenue, Suite A, Miami, FL 33130-2002  
Florida Business Development Corporation, c/o Agustin De Goytisolo, 799 Brickell Avenue, Suite 606, Miami, FL 33131-2808



CITY OF CORAL GABLES  
DEVELOPMENT SERVICES DEPARTMENT  
Affidavit of Posting

Complaint/Case #: 15-4458

Title of Document Posted: Construction Regulation Board Case

I, EDUARDO MARTIN, DO HEREBY SWEAR/AFFIRM THAT  
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME. AT THE  
ADDRESS OF 1801 PONCE DE LEON BLVD, ON 3-23-16  
AT 9:00 A.M.

EDUARDO MARTIN  
Employee's Printed Name

Eduardo Martin  
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 23<sup>rd</sup> day of March, in  
the year 20 16, by Eduardo Martin who is personally known to  
me.

My Commission Expires:



Belkys Garcia  
Notary Public



This instrument prepared by and  
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

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

CITY OF CORAL GABLES,  
Petitioner.

Case No. 15-4458

vs.

JAK HOLDINGS GROUP, LLC  
1801 Ponce de Leon Boulevard  
Coral Gables, Florida 33134-4418

Return receipt number:

91 7108 2133 3931 9002 6558

Respondent.

**NOTICE OF ORDER DECLARING STRUCTURE UNSAFE**

This cause was brought before the Construction Regulation Board ("Board") of the City of Coral Gables ("City"), on April 11, 2016, 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 any 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 all required notices on the owner, Avelino Martinez and Leslie Martinez, and any lienholders of record for the structure located on the property at **1801 Ponce de Leon Boulevard**, Coral Gables, Florida, 33134-4418, and having folio number 03-4108-007-0380 (the "Structure").
2. As of the date this Notice the Structure has failed to comply with the inspection report requirement and minimum inspection procedural guidelines as issued by the Miami-Dade County Board of Rules and Appeals, required by Section 8-11 of the Miami-Dade County Code ("Report"). Therefore, 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

3. It is, therefore, **ORDERED**: The Owner shall take the Required Action as follows: a) the owner shall recertify the property within 60 days of the date of this Order; to include permits and inspections, if applicable, and submittal of Recertification Report; b) if all requirements are not completed within the 30 days the owner shall pay a daily fine of \$250 for each day the violation continues.
4. *Request for compliance inspection.* It is the responsibility of the Owner 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.
5. *Payment of costs, fines, 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. In addition, the Owner shall pay a fine of \$250 for each day the violation continues past the date set for compliance, for which the City shall have a lien against the Owner and the Property. The Board may also 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 Owner and the Property. 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.
6. *Lien for costs and notice to subsequent purchasers.* The City shall have a special assessment lien for its administrative costs, the costs of corrective action, and any fines imposed by the Board, 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.
7. *City's remedies are cumulative.* This Order notwithstanding, the City may enforce its code by any other lawful means.
8. **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 14 day of April, 2016.

CONSTRUCTION REGULATION BOARD  
OF THE CITY OF CORAL GABLES

  
Secretary to the Board

**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.**

C:

JAK Holdings Group, LLC, c/o Morton Ananan, 900 S. Federal Highway, Suite B, Hollywood, FL 33020-6051

TotalBank, 2720 Coral Way, Miami, FL 33145-3202

TotalBank, 100 S.E. 2<sup>nd</sup> Avenue, 32<sup>nd</sup> Floor, Miami, FL 33131-2100

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

Florida Business Development Corporation, 300 S.W. 12<sup>th</sup> Avenue, Suite A, Miami, FL 33130-2002

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