

IN THE CIRCUIT COURT, SEVENTH
JUDICIAL CIRCUIT, IN AND FOR
FLAGLER COUNTY FLORIDA

CASE NO.: 2021 CA 000109
DIVISION: Terence Perkins

FLAGLER COUNTY,

Plaintiff,

v.

AJMAL M. ZULALI and ZUBAIR M.
ZULALI,

Defendants.

MOTION TO AMEND COMPLAINT AND CASE STYLE

Pursuant to Fla.R.Civ.P. 1.190, Plaintiff, FLAGLER COUNTY, respectfully requests that the Court allow the Plaintiff to amend its amended verified complaint filed March 12, 2021, and as grounds states as follows:

1. On March 3, 2021, the Plaintiff initiated this action by filing its Verified Complaint with the court.

2. On March 12, 2021, the Plaintiff filed its Amended Verified Complaint prior to service of the original Complaint on the Defendants.

3. Permitting Plaintiff, FLAGLER COUNTY, to amend its Amended Complaint will not cause any undue or delay or harm to the Defendants in this action.

4. Amendments to pleading are to be allowed freely in order to serve the interest of justice. Fla.R.Civ.P. 1.190(a) & (e).

5. Accordingly, Plaintiff, FLAGLER COUNTY, has attached its Second Amended Verified Complaint to this motion, wherein Plaintiff joined 2251 S Old Dixie Hwy LLC, as an additional party Defendant in the Complaint.

6. Plaintiff requests that the Court amend the case style of this action to include the additional Defendant, 2251 S OLD DIXIE HWY LLC.

WHEREFORE, Plaintiff, FLAGLER COUNTY, respectfully requests this Court to grant the Plaintiff's Motion to Amend Complaint and allow the Second Amended Verified Complaint attached to this motion to stand as filed and directing the Clerk of the Court to change the case style of this action to include the additional party Defendant.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November 24, 2021, I electronically filed the foregoing with the Clerk of the Court by using the E-portal system and have mailed a copy to Ajmal M. Zulali and Zubair M. Zulali, 10780 Foxwood Road, San Diego, CA 92126.

/s/ Abraham C. McKinnon

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IN THE CIRCUIT COURT, SEVENTH
JUDICIAL CIRCUIT, IN AND FOR
FLAGLER COUNTY FLORIDA

CASE NO.: 2021 CA 000109
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FLAGLER COUNTY,

Plaintiff,

v.

AJMAL M. ZULALI and ZUBAIR M.
ZULALI, and 2251 S OLD DIXIE HWY LLC,

Defendants.

SECOND AMENDED VERIFIED COMPLAINT

The Plaintiff, FLAGLER COUNTY, hereby sues Defendants, AJMAL M. ZULALI, ZUBAIR M. ZULALI, and 2251 S OLD DIXIE HWY LLC, in support thereof alleges:

GENERAL ALLEGATIONS

1. This is a complaint for temporary and permanent injunctive relief to abate a public nuisance pursuant to sections 823.05 and 60.05, Florida Statutes; damages in excess of \$30,000.00; specific performance and for such further and supplemental relief as may be necessary or proper.

2. Plaintiff, FLAGLER COUNTY, ("COUNTY") is a political subdivision of the State of Florida under Article VIII, section 1(a), of the Florida Constitution.

3. Defendants, AJMAL M. ZULALI and ZUBAIR M. ZULALI, were the record owners of property located in Flagler County at 2251 South Old Dixie Highway, Bunnell, Florida 32110, Parcel No.: 03-13-31-0650-000A0-0091 ("Property") and more particularly described in instrument number 2017043977 recorded in Official Records Book 2247, Pages 1598 to 1601, of

the Public Records of Flagler County, Florida. A copy of the Defendants', AJMAL M. ZULALI and ZUBAIR M. ZULALI, Deed is attached hereto as Exhibit A.

4. Defendant, 2251 S OLD DIXIE HWY LLC, is a registered Florida limited liability company whose Registered Agent is the Law Office of Valeria Schvartzman P.A., 12550 Biscayne Blvd., Suite 406, North Miami, Florida 33181.

5. On or about May 13, 2021, the Property consisted of an unsecured and abandoned motel with large amounts of refuse, overgrown vegetation, and vegetative debris throughout the premises. The Property also contained an unsecured and partially filled swimming pool containing green stagnant water.

6. The Property and the abandoned motel were unsafe, unsanitary, constituted a fire hazard, were dangerous to human life and were a hazard to the safety and health of the community by reason of inadequate maintenance and dilapidation.

7. The unsafe and unsanitary condition of the Property and abandoned motel included, but was not limited to:

- a. The fire alarm system had been vandalized and was not operable;
- b. Potable water was unavailable and the sewer not operable;
- c. The electrical service had been vandalized and was not operable. There were numerous exposed electrical wires and open electrical enclosures;
- d. The roof structure was partially collapsed, allowing water to enter the structure;
- e. Large sections of the second floor railing were absent which is a high risk of serious injury and/or death to the public;
- f. A high percentage of the windows were broken allowing water and rodents to enter the structure;

g. The structure was in such a state of disrepair that during a storm event, its contents will become windborne debris, injuring the public and damaging neighboring properties;

h. All of the HVAC systems had either been removed, stolen or vandalized;

i. The Property was unsecured and is open and accessible, fostering vagrants and is a location of repeated criminal activity;

j. The unsecured and partially filled swimming pool was a danger to the public of serious injury and/or death, particularly to children.

8. Staff from the COUNTY, the Flagler County Sheriff, and the Florida Department of Health, had met with the Defendants, AJMAL M. ZULALI and ZUBAIR M. ZULALI, several times and were assured that the unsafe and unsanitary condition of the Property would be corrected. Each time, however, the Defendants, AJMAL M. ZULALI and ZUBAIR M. ZULALI, failed to adhere to their covenants to correct the Property's condition.

9. On February 8, 2019, a Final Order was entered against the Defendants, AJMAL M. ZULALI and ZUBAIR M. ZULALI, by the State of Florida, Department of Health, and recorded in the Public Records of Flagler County, Florida, instrument number 2020009333, in Official Records Book 2425, Pages 1659 to 1680, finding that the Property constitutes a sanitary nuisance that is a threat to public health in violation of section 386.041(1) subsections (e) and (f) and ordered the Defendants, AJMAL M. ZULALI and ZUBAIR M. ZULALI, to abate the nuisance or pay a fine of \$1,000.00 per day up to a maximum fine of \$45,000.00. A copy of the Final Order is attached hereto as Exhibit B.

10. The Defendants, AJMAL M. ZULALI and ZUBAIR M. ZULALI, failed to abate the nuisance or pay the fine imposed by the Florida Department of Health.

11. On February 25, 2020, the Defendants, AJMAL M. ZULALI and ZUBAIR M. ZULALI, were issued a Notice of Code Enforcement informing the Defendants that the Property is unsafe and its use or occupancy is prohibited under the Florida Building Code and the Flagler County Standard Unsafe Abatement Code, Section 8-301 of the Flagler County Code of Ordinances. A copy of the Notice of Code Enforcement is attached hereto as Exhibit C.

12. Defendants, AJMAL M. ZULALI and ZUBAIR M. ZULALI, failed to respond to the Notice of Code Enforcement.

13. On January 13, 2021, a Certificate of Unsafe Structure was issued by the Flagler County Building Department and recorded in the Public Records of Flagler County, Florida, instrument number 2021002293, in Official Records Book 2516, Page 551. A copy of the recorded Certificate of Unsafe Structure is attached hereto as Exhibit D.

14. On January 15, 2021, the COUNTY delivered, by personal service, written notice informing the Defendants, AJMAL M. ZULALI and ZUBAIR M. ZULALI, of the public nuisance and demanding that the Defendants take action to abate the nuisance within ten (10) days.

15. On January 21, 2021, the Flagler County Sheriff sent a letter informing the COUNTY that the property containing the unsecured abandoned motel was the focus of continued criminal activity, suicide and nearby resident complaints. A copy of the letter from Flagler County Sheriff Rick Staly is attached hereto as Exhibit E.

16. Defendants, AJMAL M. ZULALI and ZUBAIR M. ZULALI, however, took no action and the County brought suit on March 3, 2021 to abate the nuisance and public health hazard that existed on the Property and filed a Notice of Lis Pendens, Case No. 2021 CA 000109.

17. Defendants, AJMAL M. ZULALI and ZUBAIR M. ZULALI, did not respond to service of the Plaintiff's Complaint, but instead, engaged in negotiations to sell the dilapidated Property to the Defendant, 2251 S OLD DIXIE HWY LLC.

18. The COUNTY notified Defendant, 2251 S. OLD DIXIE HWY LLC, of the public nuisance complaint, and also provided them, as the prospective purchasers, with the notices previously served on the Defendants, AJMAL M. ZULALI and ZUBAIR M. ZULALI.

19. To facilitate the sale of the Property, the Defendant, 2251 S OLD DIXIE HWY LLC, requested the COUNTY stay this action seeking temporary and permanent injunctive relief requiring the Defendants to correct the Health and Building Code violations that exist on the Property.

20. On May 13, 2021, the COUNTY and Defendant, 2251 S OLD DIXIE HWY LLC, entered into an agreement by which the COUNTY provided 2251 S OLD SIXIE HWY LLC clear tasks or benchmarks to achieve before the COUNTY would dismiss this action, Case No. 2021 CA 000109. The Agreement protected the COUNTY's interest by incentivizing the abatement of the nuisance conditions on the Property while at the same time allowing the Defendant, 2251 S OLD DIXIE HWY LLC, to purchase the Property notwithstanding the lis pendens clouding title to the land. A copy of the Agreement is attached hereto as Exhibit F.

21. Sections 3 and 4 of the Agreement provide:

"3. Company will correct and/or repair the conditions on the Property, as more specifically described below, such that, in the County's sole determination, the public nuisance on the Property no longer exists.

A. On or before June 3, 2021, Company will:

- i.) Remove all litter and debris from the Property;
- ii.) Drain or repair and secure the pool; and
- iii.) Erect a fence on the Property to prevent the access of trespassers to the dilapidated motel site.

B. On or before August 20, 2021, Company will satisfactorily pass an “all rough” inspection to include specifically inspection of:

- i.) Electrical rough;
- ii.) Mechanical rough;
- iii.) Second rough plumbing; and
- iii.) Framing.

4. B. If Company does not complete the remedial tasks outlined above prior to August 20, 2021, Company shall provide a cash deposit of \$250,000.00 to the Flagler County Clerk of Court as security for the abatement of the public health and Building Code violations which exist on the Property (“Cash Bond”)....”

22. The Agreement specifies not only the benchmarks required to abate the nuisance conditions on the Property, such as addressing litter, pool closure and perimeter security, but also the benchmarks for returning the structure to a productive, non-blighted use, thereby ending the cyclical nature of the conditions creating the nuisance. The Agreement compelled the initiation of the motel’s reconstruction after the initial cleanup of the site by requiring the Defendant, 2251 S OLD DIXIE HWY LLC, to pass “all rough” inspections under the Building Code for the significant elements of the building. Achieving passing “all rough” inspections of the structural components of the buildings on site requires the Defendant, 2251 S OLD DIXIE HWY LLC, to engage a design professional and contractor, to apply for permits, to mobilize for the work, and to pursue that work through to successful inspections.

23. Under the Agreement, if the Defendant, 2251 S OLD DIXIE HWY LLC, fails to achieve these benchmarks in a timely manner, it must post a cash bond with the Clerk of Courts as an incentive to the Defendant to expeditiously abate the physical nuisance conditions on the Property and secure its redevelopment into a productive purpose in a non-blighted condition. Achieving these benchmarks will allow the Defendant to be reimbursed for its cash deposit in full should it be required to post the funds. Non-performance will allow the County to retain the

deposit and use it to contract with vendors to correct any of the nuisance conditions in its sole discretion.

24. On May 14, 2021, Defendant, 2251 S OLD DIXIE HWY LLC, purchased the dilapidated Property from the Defendants, AJMAL M. ZULALI and ZUBAIR M. ZULALI. A copy of the Defendant's, 2251 S OLD DIXIE HWY LLC, Deed, instrument number 2021029869, recorded in Official Records Book 2568, Pages 150 to 154, of the Public Records of Flagler County, Florida, is attached hereto as Exhibit G.

25. After purchasing the Property, the Defendant, 2251 S OLD DIXIE HWY LLC, began to take the remedial steps required under the Agreement, such as by removing the swimming pool and other debris. However, the Defendant, 2251 S OLD DIXIE HWY LLC, failed to correct and remediate the conditions on the Property as required under Section 3 of the Agreement or, alternatively, provide a cash deposit of \$250,000.00 to the Flagler County Clerk of Court, in accordance with Section 4 of the Agreement, as security to abate the public nuisance and Building Code violations which exists on the Property, including achieving successful commencement of its redevelopment.

26. By failing to secure the Property, vandalism continues to occur, and on August 13, 2021, Flagler County Sheriff's Deputies arrested two adults and a juvenile for burglary after entering onto the Property and breaking glass windows with sledgehammers.

27. On October 1, 2021 and again on November 2, 2021, the COUNTY provided the Defendant, 2251 S OLD DIXIE HWY LLC, written notice informing the Defendant, 2251 S OLD DIXIE HWY LLC, that it had failed to correct the conditions on the Property and demanding the Defendant, 2251 S OLD DIXIE HWY LLC, provide a cash deposit of \$250,000.00 to the Flagler County Clerk of Court as security to abate the public nuisance and Building Code violations which

exist on the Property. The Defendant 2251 S OLD DIXIE HWY LLC did not provide the cash deposit and on November 19, 2021, requested the amount of the deposit be reduced. A copy of the demand letters are attached hereto as Exhibit H.

28. The Defendant, 2251 S OLD DIXIE HWY LLC, failed to respond to the COUNTY's written notice or deposit the \$250,000.00 with the Flagler County Clerk of Court, except to request a reduction of the contracted amount, which the County Commission declined to accept.

BREACH OF CONTRACT

29. The Plaintiff realleges herein the allegations contained in paragraphs 1 through 27.

30. The Agreement entered into by the COUNTY and Defendant is valid and binding on the parties.

31. The Defendant breached the Agreement by failing to correct the conditions on the Property as required under Section 3 of the Agreement or, alternatively, provide a cash deposit of \$250,000.00 to the Flagler County Clerk of Court, in accordance with Section 4 of the Agreement, as security to abate the public nuisance and Building Code violations which exist on the Property, including achieving successful commencement of its redevelopment.

32. As a result of the Defendant's breach, the COUNTY has suffered and will continue to suffer irreparable harm.

WHEREFORE the Plaintiff, FLAGLER COUNTY, demands judgment against Defendant, 2251 S OLD DIXIE HWY LLC, for costs, attorney's fees and requests the Court to:

A. Order the Defendant, 2251 S OLD DIXIE HWY LLC, as required under Section 4 of the Agreement, to provide a cash deposit of \$250,000.00 to the Flagler County Clerk of Court as security to abate the public nuisance and Building Code violations which exist on the Property, including achieving successful commencement of redevelopment in accord with the Agreement.

B. Order any such further and supplemental relief as the Court deems necessary and proper.

PUBLIC NUISANCE AND
DEMAND FOR INJUNCTIVE RELIEF

33. The Plaintiff realleges herein the allegations contained in paragraphs 1 through 27.

34. Florida Statutes section 823.05(1), provides:

(1) A person who erects, establishes, continues, maintains, owns, or leases any of the following is deemed to be maintaining a nuisance, and the building, erection, place, tent, or booth, and the furniture, fixtures, and contents of such structure, are declared a nuisance, and all such places or persons shall be abated or enjoined as provided in ss. 60.05 and 60.06:

(a) A building, booth, tent, or place that tends to annoy the community or injure the health of the community, or becomes manifestly injurious to the morals or manners of the people as provided in s. 823.01

35. The Defendant, 2251 S OLD DIXIE HWY LLC, owns and maintains the Property in such a condition that it is injurious to the health and safety of the community. Photographs accurately describing the current unsafe and unhealthy condition of the Property are attached hereto as Exhibit I.

36. The public has suffered and will continue to suffer irreparable harm if the nuisance is not enjoined.

37. The continued injury to the public outweighs any possible harm to the Defendant, 2251 S OLD DIXIE HWY LLC, and the granting of the injunction will serve the public interest.

38. Written requests by the COUNTY to Defendant, 2251 S OLD DIXIE HWY LLC, are inadequate to abate the public nuisance.

39. The COUNTY is entitled to temporary and permanent injunctive relief without bond to abate the public nuisance.

WHEREFORE the Plaintiff, FLAGLER COUNTY, demands judgment against Defendant, 2251 S OLD DIXIE HWY LLC, for costs and:

A. Temporary and Permanent injunctive relief requiring the Defendant to correct the nuisance conditions and Building Code violations that exist on the Property by engaging an engineer and contractors, applying for permits, and completing the remedial work through passing inspections or, alternatively, to demolish and make safe the abandoned motel;

B. In such event that the Defendant fails to correct the nuisance conditions and Building Code violations that exist on the Property or to demolish and make safe the abandoned motel, COUNTY shall be authorized, without bond, to demolish and make safe the abandoned motel;

C. All costs incurred by the COUNTY to demolish and make safe the abandoned motel will be a lien upon, and attach to, the Defendant's Property; and

D. Any such further and supplemental relief as the Court deems necessary and proper.

Dated this 24th day of November, 2021.

/s/ Abraham C. McKinnon
Abraham C. McKinnon, Esquire
Florida Bar No. 629081
Noah C. McKinnon, Jr., Esquire
Florida Bar No.: 108598
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Attorneys for the Plaintiff.

VERIFICATION

Under penalty of perjury, I declare that I have read the foregoing and the facts alleged therein are true and correct to the best of my knowledge and belief.

FLAGLER COUNTY

BY: *Robert Snowden*
Robert Snowden, Chief Building Official

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was sworn to or affirmed and subscribed before me by means of physical presence or online notarization, this 24th day of November, 2021, by Robert Snowden, who is the Chief Building Official for Flagler County, and who is personally known to me or has produced _____ as identification .

(SEAL)



Sean S. Moylan
Comm. #GG927627
Expires: Jan. 11, 2024
Bonded Thru Aeron Notary

Sean S. Moylan
NOTARY PUBLIC

This Instrument Prepared By:
Matthew S. Welch, Esq.
Cobb & Cole
149 South Ridgewood Avenue, Suite 700
Daytona Beach, Florida 32114

Rec: \$ 27.00
Doc.: \$2,100.00

Parcel Number: 03-13-31-0650-000A0-0091

QUIT-CLAIM DEED

THIS INDENTURE, made this 14th day of December, 2017, between THOMAS A. KRENBEH, (hereinafter referred to as the "grantor") whose post office address is PO Box 880293 San Diego CA 92168 to and in favor of AJMAL M. ZULALI and ZUBAIR M. ZULALI, (hereinafter collectively referred to as the "grantee"), as joint tenants in common, whose post office address is 7577 Winterwood Lane, San Diego, California 92126.

WITNESSETH, that grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, and quit-claim to the grantee, and grantee's heirs and assigns forever, all the right, title, and interest of the grantor in and to the following described property, situate, lying, and being in FLAGLER County, Florida, to-wit:

See Attached Legal Description

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the grantor, to the use and benefit of the grantee, and grantee's heirs and assigns, forever.

*



IN WITNESS WHEREOF, grantor has hereunto set his hand and seal on the day and year first above written.

Signed, sealed, and delivered
in our presence:

Grantor

Aamal M. Zulali
Aamal M. Zulali
Name Printed or Typed

By: *Thomas A. Krenbeh*
Thomas A. Krenbeh

David M. Decker
David M. Decker
Name Printed or Typed

ACKNOWLEDGMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On December 14, 2017 before me, Reza Berry, Notary Public
(insert name and title of the officer)

Personally appeared Thomas Alexander Krenbeh,
who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature *[Signature]* (Seal)

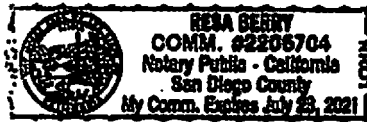


EXHIBIT "A"

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF FLAGLER AND STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

That certain piece, parcel or tract of land, situate, lying and being in the County of Flagler, State of Florida, to-wit: The following land in Flagler County, Florida: Being a portion of Section 3, Township 13 South, Range 31 East, Flagler County, Florida, described as follows: From the intersection of the Northerly line of said Section 3 and the Westerly line of I-95 (300.00 feet wide); thence along said Northerly line South 89° 30' 18" West, 419.57 feet to the Easterly line of a 50.00 foot Strickland Canal; thence along said Easterly line South 06° 28' 50" West, 1639.20 feet to the true point of beginning; thence North 89° 23' 27" East, 599.13 feet; thence South 00° 36' 33" East, 445.61 feet to the P.C. curve concave Northwesterly; thence along the arc of said curve having a radius of 52.58 feet through a delta of 60° 00' 00" a distance of 55.06 feet to the point of tangency; thence South 59° 23' 27" West, 464.97 feet to the P.C. of a curve concave Southeasterly; thence along the arc of said curve having radius of 112.58 feet through a delta of a 60° 00' 00" a distance of 117.89 feet to the point of tangency; thence South 00° 36' 33" East, 0.15 feet; thence North 89° 32' 15" West, 215.95 feet to the Easterly line of the Strickland Canal 50.00 feet wide; thence along said Easterly line North 06° 28' 50" East, 827.05 feet to the point of beginning.

LESS AND EXCEPT:

That certain strip of land being approximately 100.77 x 559.13', the ownership of which was in dispute in Case No. 92-073-CA, in the Circuit Court, Seventh Judicial Circuit, in and for Flagler County, Florida; said strip of land being more particularly described as follows:

A parcel of land being in Section 3, Township 13 South, Range 31 East, Flagler County, Florida, being more particularly described as follows: From the intersection of the Northerly line of said Section 3 with the Westerly right-of-way line of I-95, a 300 foot right-of-way; thence South 89° 30' 18" West, along the said Northerly line of Section 3, 419.57 feet to the Easterly line of a 50 foot right-of-way known as the Strickland Canal; thence South 06° 28' 50" West, along the said Easterly canal right-of-way, 1639.20 feet to the concrete monument marking the point of beginning; thence North 89° 23' 27" East, 599.13 feet; thence South 00° 36' 33" East, 100.25 feet; thence South 89° 23' 27" West, 611.61 feet to the said Easterly right-of-way line of the Strickland Canal; thence North 06° 28' 50" East, along the said Easterly right-of-way line, 100.77 feet to the point of beginning.

TOGETHER WITH a 60 foot Entrance Easement, a portion of Lots 9 & 10, Block A, Section 3, Township 13 South, Range 31 East, Bunnell Development Company Subdivision Flagler County, Florida, as per map recorded in Plat Book 1, page 1, Public Records of Flagler County, being more particularly described as follows:

Commence at the intersection of the Northerly line of said Section 3, with the Westerly line of I-95 right-of-way, a 300 foot right-of-way as now laid out and used; thence along the said Northerly line of South 89° 30' 18" West, 419.57 feet to the Easterly right-of-way line of a 50.00 foot Strickland Canal right-of-way; thence along said Easterly line South 06° 28' 50" West, 1639.20 feet (1640.84 measured); thence North 89° 23' 27" East, 599.13 feet to the point of beginning of this description; thence continue North 89° 23' 27" East, 60.00 feet; thence South 00° 36' 33" East, 445.61 feet to a point of curvature concave Northwesterly, having a radius of 112.58 feet; thence along the arc of said curve a distance of 117.89 feet through a delta of 60° 00' 00" to the point of tangency; thence South 59° 23' 27" West, 464.97 feet to a point of curvature of a curve concave Southeasterly, having a radius of 52.58 feet; thence along the arc of said curve a distance of 55.06 feet through a delta of 60° 00' 00" to the point of tangency; thence South

00° 36' 33" East, 200 feet to the North right-of-way line of the Old Dixie Highway a 66 feet right-of-way; thence South 89° 23' 27" West along the North right-of-way line of the Old Dixie Highway 60 feet; thence North 00° 36' 33" West, 200.00 feet to a point of curvature of a curve concave Southeasterly, having a radius of 112.58 feet; thence along the arc of said curve a distance of 117.89 through a delta of 60° 00' 00" to the point of tangency; thence North 59° 23' 27" East 464.97 feet to a point of curvature of a curve concave Northwesterly, having a radius of 52.58 feet; thence along the arc of said curve a distance of 55.06 feet through a delta of 60° 00' 00" to the point of tangency; thence North 00° 36' 33" West through a delta of 60° 00' 00" to the point of tangency; thence North 00° 36' 33" West, 445.61 feet to the point of beginning of this description.

Less the Northerly 100.25 of the above described parcel.

RECEIVED
DEPARTMENT OF HEALTH
2019 FEB 12 AM 11:43
OFFICE OF THE CLERK

STATE OF FLORIDA
DEPARTMENT OF HEALTH

STATE OF FLORIDA
DEPARTMENT OF HEALTH,
Petitioner,

vs.

Rendition No.: DOH-18-0363-FOI-HO
No.: 2018-0136

AJMAL M. ZULALI
SUBAIR M. ZULALI,

FLAGLER COUNTY

Respondents.

FINAL ORDER

THIS MATTER is before the Department of Health for consideration of the entry of a Final Order. The Respondent has failed to file any document with the Department or the Department's agency clerk regarding the Petitioner's Administrative Complaint or the Motion for Final Order by Default.

The Department served the Respondents with the Administrative Complaint by Federal Express on June 19, 2018. The Administrative Complaint charged the Respondents with violation of Section 386.041(1)(e), Florida Statutes, in that the conditions existing, permitted, maintained, kept or caused by the Respondents upon the property, as evidenced by the unmaintained pool and spa, constitute a sanitary nuisance that is a threat to public health. The Administrative Complaint further charged the Respondents with violation of Section 386.041(1)(f), Florida Statutes, in that the conditions existing, permitted, maintained, kept or caused by the Respondents upon the property, as evidenced by the rodent harborage in and about the abandoned building and overgrown vegetation, additionally constitute a sanitary nuisance that is also a threat to public health.

The Administrative Complaint notified the Respondent of the right to request an administrative hearing, and that failure to timely request a hearing within twenty-one



(21) days would result in all matters being deemed admitted and a waiver of a right to a hearing.

The Petitioner has complied with all requirements of the law. By failing to file a request for a hearing within twenty-one (21) days of receipt of the Administrative Complaint, and failing to respond to the Petitioner's Motion for Final Order of Default, the Respondent has waived the right to request an Administrative Hearing in this cause.

The findings of fact and conclusions of laws set forth in the Administrative Complaint served on June 19, 2018 are hereby established and incorporated herein.

Based upon the foregoing, the Petitioner's Motion for Final Order by Default is GRANTED. Respondent is ORDERED to pay the administrative fine of \$500 per day for each of the 2 violations, resulting in a total daily fine of \$1,000.00 for 45 days. A total fine is therefore imposed of Forty-Five Thousand Dollars (\$45,000.00). Payment is due in full no later than ten (30) days from the date of filing of this Final Order. Payment is to be made by check or money order payable to Department of Health Flagler County, Attention: John Bey, Environmental Health Administrator, Department of Health Flagler County, 208 Dr. Carter Blvd., Bunnell, Florida 32110.

DONE AND ORDERED this 8 day of February, 2019 in Tallahassee, Florida.

By: Michele Tallent
Michele Tallent
Deputy Secretary for Operations

Code Enforcement
1760 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110



www.flaglercounty.org
Phone: (386)313-4083
Fax: (386)313-4102

Amial Zulali & Zubair M Zulali
10780 Foxwood Rd
San Diego, CA 92126

March 9th 2020

Inspection Date: 2/25/2020

Case # ABDS- 000322-2020

Inspectors: Mark Bolce, Chief Building Official, Scott Simon, Code Enforcement Officer

Street Address: 2251 S OLD DIXIE HWY, BUNNELL, FL 32110

Parcel ID # 03-13-31-0650-000A0-0091

Legal Description: 0006.38 ACRES BUNNELL DEV CO SUBD BLK A PART OF TRACT'S 9-10 BOUNDED ON WEST BY STRICKLAND CANAL BOUNDED ON NORTH BY A LINE 827.05' NORTH OF FPL EASEMENT OR BK 49 PG 325 (EXC OR 94 PG 667) QC OR 128 PGS 59,60, OR 148 PG 338 OR 152 PG 240 OR 359 PG 632 OR 439 PG 271-CT SEE NOTES FOR BLDG CHANGE PFR JPS OR 458 PG 1112 OR 597/366 OR 1887/1181 OR 1975/233 OR 2247/1598

THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE FLAGLER COUNTY BUILDING OFFICIAL.

Code Violation: Chapter 8, Article x of the Flagler County code, STANDARD UNSAFE ABATEMENT: Any building, structure or portion thereof that is unsafe, unsanitary or not provided with adequate egress, or which constitutes a fire hazard, or is otherwise dangerous to human life, or which is relation to existing use constitutes a hazard to the safety or health by reason of inadequate maintenance, dilapidation, obsolescence or abandonment. (See attached specific condition).

ACTION REQUIRED:

The building or structure shall be repaired within sixty (60) days. Flagler County permits will be required. Repair by May 8th 2020.

The building or structure shall be vacated within immediately 0 days.

The building or structure is to be removed/demolished. The premises shall be vacated within sixty (60) days. All required permits for removal/demolition shall be secured and the demolition shall be completed by May 8th 2020. A detailed report documenting the conclusion rendering the building or structure unsafe is attached hereto as Exhibit "A."

Charles Ericksen, Jr.
District 1

Greg Hansen
District 2

David Sullivan
District 3

Joe Mullins
District 4

Donald O'Brien, Jr.
District 5



continued

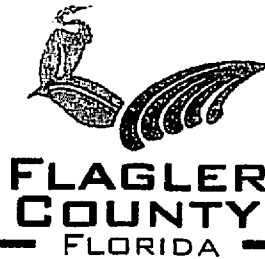
If the required action as determined by the Building Official is not commenced within or completed by the time specified above. The Building Official may cause the work or demolition to be completed and all cost incurred charged against the property or the owner of record. Any person having a legal interest in the property may appeal this notice by the Building Official to the Board of County Commissioners. Said appeal shall be filed with the Building Official within (30) days from the date of notice. Failure to appeal in the time specified.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Boice', with a long horizontal line extending to the right.

Mark Boice,
Chief Building Official
Flagler County

**Growth Management Department
Building
1769 E. Moody Blvd, Bldg. 2
Bunnell, FL 32110**



**www.flaglercounty.org
Phone: (386)313-4003
Fax: (386)313-4102**

"EXHIBIT A"

The structure located at 2251 S. Old Dixie Hwy., Bunnell FL is in a state of disrepair and was posted "UNSAFE" by the Flagler County Building Department. Due to the circumstances identified on this site, the building is hazardous to the health, safety and well-being of those who utilize the structure and neighboring properties.

This may or may not be an all inclusive list of items and issues required to be addressed.

1. The structure is in such a state of disrepair that it and its contents could potentially become wind borne debris and damage neighboring properties during a storm event.
2. The fire alarm system has been vandalized and is not operable.
3. Potable water and sewer is not available on site.
4. The electrical service has been vandalized and is not operable. There are many exposed electrical wires and open electrical enclosures on site.
5. The roof structure has collapsed in some areas, leaking in others, allowing water to enter the structure. The ceiling has collapsed in many areas due to water infiltration.
6. Large sections of guardrail are nonexistent on the second floor.
7. A high percentage of the windows have been broken, this is a very hazardous condition and is allowing water and rodents to enter the entire structure.
8. All of the HVAC systems have either been removed, stolen or vandalized.
9. The pool is in a state of disrepair.
10. Since the property is unsecured, debris, including room contents is open and accessible; this causes a condition that fosters vagrants and rodents.

Any work performed on site will be required to comply with the Florida Building Code and require permits to be issued to a licensed contractor.

**Charles Ericksen, Jr.
District 1**

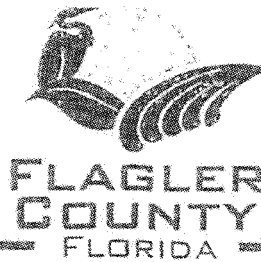
**Greg Hansen
District 2**

**David Sullivan
District 3**

**Joe Mullins
District 4**

**Donald O'Brien, Jr.
District 5**

Code Enforcement
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110



www.flaglercounty.org
Phone: (386) 313-4083
Fax: (386) 313-4102

CERTIFICATE OF UNSAFE STRUCTURE

The undersigned Flagler County Building Official hereby certifies that the structure located
At **2251 S OLD DIXIE HWY, BUNNELL FL 32110** upon property legally described as,

PARCEL ID # 03-13-31-0650-000A0-0091

Owner: **Zulali Ajmal M & Zubair M Zulali**
 10780 Foxwood Rd
 San Diego, CA 92126

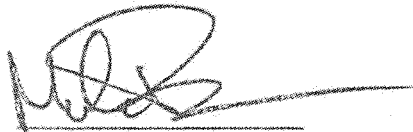
Legal Description: 0006.38 ACRES BUNNELL DEV CO SUBD BLK A PART OF TRACTS 9-10
BOUNDED ON WEST BY STRICKLAND CANAL BOUNDED ON NORTH BY A LINE 827.05' NORTH OF FPL
EASEMENT OR BK 49 PG 325 (EXC OR 94 PG 667) QC OR 128 PGS 59,60, OR 148 PG 338 OR 152 PG 240 OR 359 PG 632
OR 439 PG 271-CT SEE NOTES FOR BLDG CHANGE PER JPS OR 458 PG 1112 OR 597/366 OR 1887/1181 OR 1975/233 OR
2247/1598

Is **UNSAFE** pursuant to the requirements of the Florida Building Code and Section 8-301, et seq., of the Flagler County Standard Unsafe Abatement Code ("Code".)

The above described property was posted on February 25, 2020
The record title owner was duly served with notice of required action on March 19, 2020


This notice is filed in the Public Records of Flagler County pursuant to the requirements of Section 8-354 of the Code.

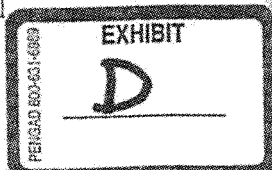
I hereby certify that the above is true and correct, stated this day January 13, 2021


Mark Boice,
Chief Building Official



I HEREBY CERTIFY this to be a true
And correct copy of the original
TOM BEKLEY
CLERK & COMPTROLLER


D.C.



Andy Dance
District 1

Greg Hansen
District 2

David Sullivan
District 3

Joe Mullins
District 4

Donald O'Brien, Jr.
District 5



Rick Staly, Sheriff

FLAGLER COUNTY SHERIFF'S OFFICE

"An honor to serve, a duty to protect."

January 21, 2021

Mr. Jerry Cameron
County Administrator
Flagler County Government

VIA EMAIL

RE: Abandoned Hotel, Old Dixie Highway near I-95

Dear Administrator Cameron:

This letter is a follow-up to the issue my staff and I brought to your attention many months ago concerning the derelict and abandoned hotel on Old Dixie Highway that has been the focus of criminal activity, suicide and nearby resident complaints.

As you may recall this derelict hotel was brought to your attention and the BOCC as a public safety hazard. Since that time the owners have only installed a partial fence which is inadequate to stop persons from entering the property. The abandoned pool remains a safety and health hazard. As you know decaying properties like this often become attractive to criminal activity and other quality of life issues for nearby homes and businesses. Because this property is located in a remote corner of Flagler County near the Volusia County line it can attract criminal activity from both counties with little law enforcement oversight.

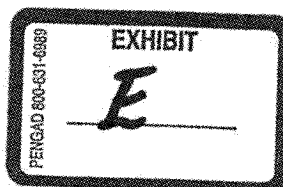
I further understand the owners claimed they were going to start a major renovation of this property many months ago but that does not seem to have materialized. I am requesting a status of the County's threatened condemnation of this property and its subsequent demolition.

Thank you in advance for an update so I can respond to resident concerns.

Sincerely,


RICK STALY
Sheriff

RS/sg



Proudly Serving the Community Since 1917

A Four Diamond Accredited Law Enforcement Agency



AGREEMENT

FLAGLER COUNTY (hereinafter referred to as "County") and 2251 S OLD DIXIE HWY LLC (hereinafter referred to as "Company") hereby agree on this ____ day of May, 2021, to the following terms and conditions regarding the property located in Flagler County at 2251 South Old Dixie Highway, Bunnell, Florida 32110, Parcel No.: 03-13-31-0650-000A0-0091 ("Property"):

RECITALS:

WHEREAS: The Property contains an abandoned motel and pool and is unsafe, unsanitary, constitutes a fire hazard, is dangerous to human life and is a hazard to the safety and health of the community by reason of inadequate maintenance and dilapidation and constitutes a public nuisance pursuant to Chapters 823.05 and 60.05, Florida Statutes; and

WHEREAS: The County initiated a lawsuit on March 3, 2021, Case No.: 2021 CA 000109, for temporary and permanent injunctive relief to abate the nuisance and correct the health and building code violations that exist on the Property or, alternatively, to allow the County to demolish and make safe the public nuisance and impose a lien on the Property for such expenses (the "Lawsuit"); and

WHEREAS: Company has entered into a Contract to Purchase the Property from the current property owners, identified as Ajmal M. Zulali and Zubair M. Zulali, and desires to have the County dismiss the Lawsuit and release the associated Lis Pendens; and

WHEREAS: Company agrees with Flagler County that the Property, in its current state, constitutes a public nuisance pursuant to Chapters 823.05 and 60.05, Florida Statutes, and agrees to remedy the health and building code violations that exist on the Property after purchase of the Property.

THEREFORE the parties agree as follows:

1. The recitals set forth above are true and correct and form the basis of this Agreement.
2. Upon closing of the purchase of the Property, Company shall pay all outstanding fines and costs attached to the Property, including but not limited to unpaid property taxes, as well as all fines imposed by Flagler County Code Enforcement and the fine imposed by the Final Order dated February 8, 2019 entered by the State of Florida, Department Health, and recorded in the Public Records of Flagler County, Florida, instrument number 2020009333, in Book 2425, Page 1659. The taxes and costs are listed in Exhibit A, attached hereto and incorporated herein.
3. Company will correct and/or repair the conditions on the Property, as more specifically described below, such that, in the County's sole determination, the public nuisance on the Property no longer exists.
 - A. On or before June 3, 2021, Company will:
 - i.) Remove all litter and debris from the Property;
 - ii.) Drain or repair and secure the pool; and
 - iii.) Erect a fence on the Property to prevent the access of trespassers to the dilapidated motel site.



- B. On or before August 20, 2021, Company will satisfactorily pass an “all rough” inspection to include specifically inspection of:**
- i.) Electrical rough;**
 - ii.) Mechanical rough;**
 - iii.) Second rough plumbing; and**
 - iii.) Framing.**
- 4. A. In consideration of Company paying the taxes and fines and diligently pursuing and performing the remedial tasks, as described in Sections 2 and 3 above, the County will not schedule the Lawsuit for hearing or, if a hearing is set by the Court, the County will seek a continuance to allow Company time to make the necessary repairs and improvements.**
- B. If Company does not complete the remedial tasks outlined above prior to August 20, 2021, Company shall provide a cash deposit of \$250,000.00 to the Flagler County Clerk of Court as security for the abatement of the public health and Building Code violations which exist on the Property (“Cash Bond”). Upon satisfactory completion of the tasks outlined in Sections 2 or 3 above, as determined in the County’s sole discretion, or, alternatively, upon depositing the Cash Bond with the Clerk of Court, the County will voluntarily dismiss the Lawsuit and move to discharge the associated Lis Pendens. The County may utilize the Cash Bond to demolish the building structures or to perform such work as the County deems necessary, in its sole discretion, to abate the public nuisance conditions on the Property. The County may perform this work on its own or in conjunction with any private contractors as may be determined by the County, and any work performed by the County or any subcontractors shall be exempt from any requirements for public bid. Any proceeds not used by the County shall be returned to Company upon completion of the work.**
- C. If Company does not pay the taxes and fines and does not complete the tasks outlined in Section 3 above by August 21, 2021, and also does not as an alternative provide the Cash Bond in the same time period, the County will prosecute the Lawsuit including, if necessary, setting the matter for a hearing.**
- 5. Notwithstanding the timelines and obligations listed above, Company covenants to take ownership and possession of the Property and to make use of the Property in full compliance with all applicable laws, rules, and regulations, including without limitation the Flagler County Code of Ordinances and the Florida Building Code.**
- 6. Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties. It supersedes all prior written and oral statements, including any prior representation, statements, conditions, or warranties.**
- 7. Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the law of the State of Florida. Should the County be required to take legal action to enforce any term or condition of this Agreement the County shall be entitled to recover its reasonable attorneys’ fees and cost incurred for such action.**

8. Jurisdiction and Venue. Any suit involving any dispute or matter arising under this Agreement may only be brought in the State courts of the State of Florida within the County of Flagler, Seventh Judicial Circuit.
9. Counterparts. This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document.

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above by Flagler County and 2251 S Old Dixie Hwy LLC.

FLAGLER COUNTY

2251 S OLD DIXIE HWY LLC

BY: 
SMA

Jerry Cameron, County Administrator

Date: 5-6-21

BY: 

Signature

DAVID SHEBIRD, MANAGING MEMBER
Name, Title

Date: MAY 13, 2021

EXHIBIT A

Property Taxes, as of 04/29/21	\$10,036.59
Health Department Fine	\$45,000.00
Code Enforcement Fines	\$10,190.00
Unsafe Structure Costs	\$4,836.00

Prepared by and after recording return to:

Berry J. Walker, Jr., Esquire
Walker & Tudhope, P.A.
225 South Westmonte Drive, Suite 2040
Altamonte Springs, Florida 32714

File Number: FA21-158

Consideration = \$650,000.00

General Warranty Deed

Made this May 14, 2021 A.D. By **Ajmal M. Zulali, a married man, and Zubair M. Zulali, a married man**, whose mailing address is 10780 Foxwood Road, San Diego, California 92126, hereinafter called the grantor, to **2251 S OLD DIXIE HWY LLC, a Florida limited liability company**, whose post office address is: 12550 Biscayne Blvd., Suite 406, North Miami, Florida 33181, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Flagler County, Florida, viz:

See Attached Schedule "A"

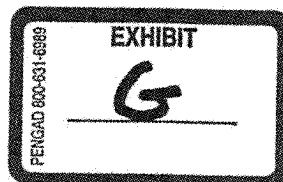
Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 0313310650000A00091

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2020.



Prepared by and after recording return to:

Berry J. Walker, Jr., Esquire
Walker & Tudhope, P.A.
225 South Westmonte Drive, Suite 2040
Altamonte Springs, Florida 32714

File Number: FA21-158

Consideration = \$650,000.00

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Muhammad Nazir Zulali
Witness Printed Name MUHAMMAD NAZIR ZULALI

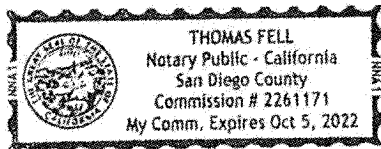
Ajmal M. Zulali (Seal)
Ajmal M. Zulali

Thomas Fell
Witness Printed Name Thomas Fell

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of May, 2021, by Ajmal M. Zulali who is personally known to me or who has produced CADL - B3101930 as identification.



Thomas Fell
Notary Public
Print Name: Thomas Fell
My Commission Expires: OCT 5, 2022

Prepared by and after recording return to:

Berry J. Walker, Jr., Esquire
Walker & Tudhope, P.A.
225 South Westmonte Drive, Suite 2040
Altamonte Springs, Florida 32714

File Number: FA21-158

Consideration = \$650,000.00

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

M. D. Zullali
Witness Printed Name Mahammad D. Zullali

Zubair M. Zulali
Zubair M. Zulali

Ali Zullali
Witness Printed Name Ali Zullali

State of Colorado

County of Adams

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 14th day of May, 2021, by Zubair M. Zulali () who is personally known to me or () who has produced Colorado, Driver License, as identification.

Lucero Olague
Notary Public

Print Name: Lucero Olague

My Commission Expires: 03/15/2022

LUCERO OLAGUE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184011978
MY COMMISSION EXPIRES MARCH 15, 2022

Prepared by and after recording return to:

Berry J. Walker, Jr., Esquire
Walker & Tudhope, P.A.
225 South Westmonte Drive, Suite 2040
Altamonte Springs, Florida 32714

File Number: FA21-158

Consideration = \$650,000.00

"Schedule A"

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF FLAGLER AND STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

That certain piece, parcel or tract of land, situate, lying and being in the County of Flagler, State of Florida, to-wit: The following land in Flagler County, Florida: Being a portion of Section 3, Township 13 South, Range 31 East, Flagler County, Florida, described as follows: From the intersection of the Northerly line of said Section 3 and the Westerly line of I-95 (300.00 feet wide); thence along said Northerly line South 89° 30' 18" West, 419.57 feet to the Easterly line of a 50.00 foot Strickland Canal; thence along said Easterly line South 06°28'50" West, 1639.20 feet to the true Point of Beginning; thence North 89°23'27" East, 599.13 feet; thence South 00°36'33" East, 445.61 feet to the P.C. curve concave Northwesterly; thence along the arc of said curve having a radius of 52.58 feet through a delta of 60°00'00" a distance of 55.06 feet to the point of tangency; thence South 59°23' 27" West, 464.97 feet to the P.C. of a curve concave Southeasterly; thence along the arc of said curve having radius of 112.58 feet through a delta of a 60°00'00" a distance of 117.89 to the point of tangency; thence South 00°36'33" East, 0.15 feet; thence North 89° 32'15" West, 215.95 feet to the Easterly line of the Strickland Canal 50.00 feet wide; thence along said Easterly line North 06°28'50" East, 827.05 feet to the Point of Beginning.

LESS AND EXCEPT:

That certain strip of land being approximately 100.77 x 559.13', the ownership of which was in dispute in Case No. 92-073-CA, in the Circuit Court, Seventh Judicial Circuit, in and for Flagler County, Florida; said strip of land being more particularly described as follows:

A parcel of land being in Section 3, Township 13 South, Range 31 East, Flagler County, Florida, being more particularly described as follows: From the intersection of the Northerly line of said Section 3 with the Westerly right-of-way line of I-95, a 300 foot right-of-way; thence South 89°30'18" West, along the said Northerly line of Section 3, 419.57 feet to the Easterly line of a 50 foot right-of-way known as the Strickland Canal; thence South 06° 28' 50" West, along the said Easterly canal right-of-way, 1639.20 feet to the concrete monument marking the Point of Beginning; thence North 89°23'27" East, 599.13 feet; thence South 00°36'33" East, 100.25 feet; thence South 89°23'27" West, 611.61 feet to the said Easterly right-of-way line of the Strickland Canal; thence North 06°28'50" East, along the said Easterly right-of-way line, 100.77 feet to the Point of Beginning.

TOGETHER WITH a 60 foot Entrance Easement, a portion of Lots 9 & 10, Block A, Section 3, Township 13 South, Range 31 East, Bunnell Development Company Subdivision Flagler County, Florida, as per map recorded in Plat Book 1, page 1, Public Records of Flagler County, being more particularly described as follows:

Prepared by and after recording return to:

Berry J. Walker, Jr., Esquire
Walker & Tudhope, P.A.
225 South Westmonte Drive, Suite 2040
Altamonte Springs, Florida 32714

File Number: FA21-158

Consideration = \$650,000.00

Commence at the intersection of the Northerly line of said Section 3, with the Westerly line of I-95 right-of-way, a 300 foot right-of-way as now laid out and used; thence along the said Northerly line of South 89°30' 18" West, 419.57 feet to the Easterly right-of way line of a 50.00 foot Strickland Canal right-of-way; thence along said Easterly line South 06°28'50" West, 1639.20 feet (1640.84 measured); thence North 89°23'27" East, 599.13 feet to the Point of Beginning of this description; thence continue North 89°23'27" East, 60.00 feet; thence South 00°36'33" East, 445.61 feet to a point of curvature concave Northwesterly, having a radius of 112.58 feet; thence along the arc of said curve a distance of 117.89 feet through a delta of 60°00'00" to the point of tangency; thence South 59°23'27" West, 464.97 feet to a point of curvature of a curve concave Southeasterly, having a radius of 52.58 feet; thence along the arc of said curve a distance of 55.06 feet through a delta of 60°00'00" to the point of tangency; thence South 00°36'33" East, 200 feet to the North right-of-way line of the Old Dixie Highway a 66 foot right-of-way; thence South 89°23'27" West along the North right-of-way line of the Old Dixie Highway 60 feet; thence North 00°36'33" West, 200.00 feet to a point of curvature of a curve concave Southeasterly, having a radius of 112.58 feet; thence along the arc of said curve a distance of 117.89 through a delta of 60°00'00" to the point of tangency; thence North 59°23'27" East 464.97 feet to a point of curvature of a curve concave Northwesterly, having a radius of 52.58 feet; thence along the arc of said curve a distance of 55.06 feet through a delta of 60°00'00" to the point of tangency; thence North 00°36'33" West through a delta of 60°00'00" to the point of tangency; thence North 00°36'33" West, 445.61 feet to the Point of Beginning of this description.

County Attorney
1769 E. Moody Blvd Bldg 2
Bunnell, FL 32110



www.flaglercounty.org
Phone: (386) 313-4005
Fax: (386) 313-4105

October 1, 2021

David Shebeiro, Managing Member
2251 S. Old Dixie Hwy LLC
12550 Biscayne Blvd., Suite 406
North Miami, FL 33181

Manny Gomez, Managing Member
2251 S. Old Dixie Hwy LLC
12550 Biscayne Blvd., Suite 406
North Miami, FL 33181

Re: Status of Compliance with Agreement on Old Dixie Highway Hotel

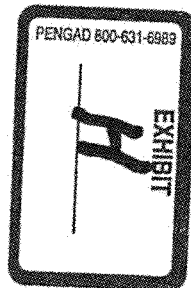
Dear Messrs. Shebeiro and Gomez:

We are in receipt of the timeline provided by your design professional, Mr. Albano, dated September 22nd, in which Mr. Albano referenced the completion of the schematic design and the ongoing preparation of construction documents. Unfortunately, the timeline provided is unsatisfactory as is the failure to provide any design documents as requested by our Chief Building Official ("CBO") and agreed to by Mr. Albano after the two spoke last week. There appear to be no design documents of any kind and you have failed to apply for permits to advance the project.

Also, subsequent my correspondence to you of September 8th, I was advised that despite earlier assurances, the site has not been adequately fenced and remains unsecure. In fact, three individuals were arrested for entering onto the site and vandalizing the dilapidated structure.

Please recall that Messrs. Yin and Biton engaged in extensive negotiations with the County to reach agreement on the public nuisance complaint, including agreeing to the timeline. You also ultimately agreed to that timeline and executed the agreement on May 13, 2021. The agreement is unambiguous and requires you to diligently perform the remedial tasks specified in the agreement. Unfortunately, you have not fulfilled your legal obligations, and a nuisance situation persists at the site.

You are hereby notified to immediately furnish the Flagler County Clerk of Court with a \$250,000.00 cash bond as you covenanted to do in Section 4.B of the agreement.



Andy Dance
District 1

Greg Hansen
District 2

David Sullivan
District 3

Joe Mullins
District 4

Donald O'Brien Jr.
District 5

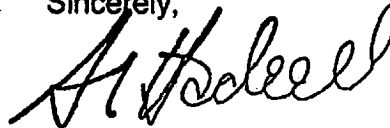
David Shebeiro, Managing Member
Manny Gomez, Managing Member
October 1, 2021
Page 2

Upon receipt of the bond, the County will voluntarily dismiss the suit and move to discharge the associated lis pendens recorded against your property. The County will use the funds as provided for in the agreement. Failure to furnish the cash bond within ten business days of receipt of this letter will result in the County taking all legal remedies at its disposal including joining 2251 S. Old Dixie Hwy LLC to the lawsuit pending against the property.

In addition, be advised that Flagler County is no longer willing to provide the funding to extend potable water and wastewater utility lines to your site. This was to be a substantial contribution of the County in reliance on your commitment to remediate a longstanding blight in Flagler County.

We had hoped to avoid the need for depositing the cash bond as evidenced by my correspondence to you of 8 September. Fortunately however, the agreement we entered into prior to these events unfolding anticipates the possibility of the current situation and clearly spells out our mutual obligations going forward. We continue to hope to avoid the expense of prosecuting this matter in the Circuit Court and look forward to abatement of the nuisance.

Sincerely,



Albert J. Hadeed
County Attorney

cc: Jim Albano
Heidi Petito, Interim County Administrator
Abraham McKinnon
Chief Building Official
Code Enforcement Officer
Growth Management Department
Yan Yin, MG Capital Partners
Ofer Biton, MG Capital Partners
Valeria Schvartzman, Esq.
Greg Kong

County Attorney
1769 E. Moody Blvd Bldg 2
Bunnell, FL 32110



www.flaglercounty.gov
Phone: (386) 313-4005
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November 2, 2021

The D'Apuzzo Law Firm
Attn.: Mr. Ted D'Apuzzo, Esq.
2755 E. Oakland Park Blvd., Ste. 303
Ft. Lauderdale, FL 33306

Re: 2251 South Old Dixie Highway

Dear Mr. D'Apuzzo:

I write in follow up to our conversation and your email inquiry dated October 26, 2021, seeking to reduce the cash deposit your client is to provide the County based on revised demolition estimates. To recap briefly, your client and the County executed an Agreement on May 13, 2021, wherein your client agreed to either complete certain clean-up and restoration activities at the above site by August 20, 2021, or to furnish the Clerk of Court a cash deposit of \$250,000. The amount of the deposit was agreed to after extensive negotiations and is intended to provide an incentive for the expeditious removal of the nuisance conditions at the site through the restoration of hotel structure. The Agreement requires the County, upon receipt of the deposit, to dismiss the nuisance suit against the property and to discharge the associated lis pendens. The Agreement also requires the County to return the funds to your client upon the completion of certain restoration tasks identified in the Agreement or, failing that, to use the funds to itself demolish the structures or otherwise abate the public nuisance conditions at the site.

Having not received the cash deposit or applications for building permits, the County sent correspondence to your client on September 8, 2021, requesting an updated timeline and reminding your client of the cash deposit. Your client's design professional responded on September 22, advising that the project budget has increased by over \$2 million, but no mention was made of the cash deposit. Moreover, the letter advised that the owners would not apply for permits until January 2022. The County replied on October 1, that the revised timeline is unsatisfactory and demanded the cash deposit. We also advised that due to your client's failure to fulfill its obligations, the County is not willing to expend the public funds to extend potable water and wastewater utility lines to the site which had been offered in reliance on your client's commitment to remediate a longstanding blight in Flagler County.

Please be advised that, in light of these circumstances, the Board of County Commissioners has declined your client's request to amend the Agreement to reduce

Andy Dance
District 1

Greg Hansen
District 2

David Sullivan
District 3

Joe Mullins
District 4

Donald O'Brien Jr.
District 5

the amount of the cash deposit. We have attempted to resolve these matters amicably. However at this point, your client remains in breach of the Agreement. Unfortunately, as stated in our October 1 correspondence, we now have no alternative but to engage the Circuit Court to ensure compliance with the terms of the Agreement.

Sincerely,

Sean S. Digitally signed by Sean
Moylan S. Moylan
 Date: 2021.11.02
 13:33:20 -04'00'

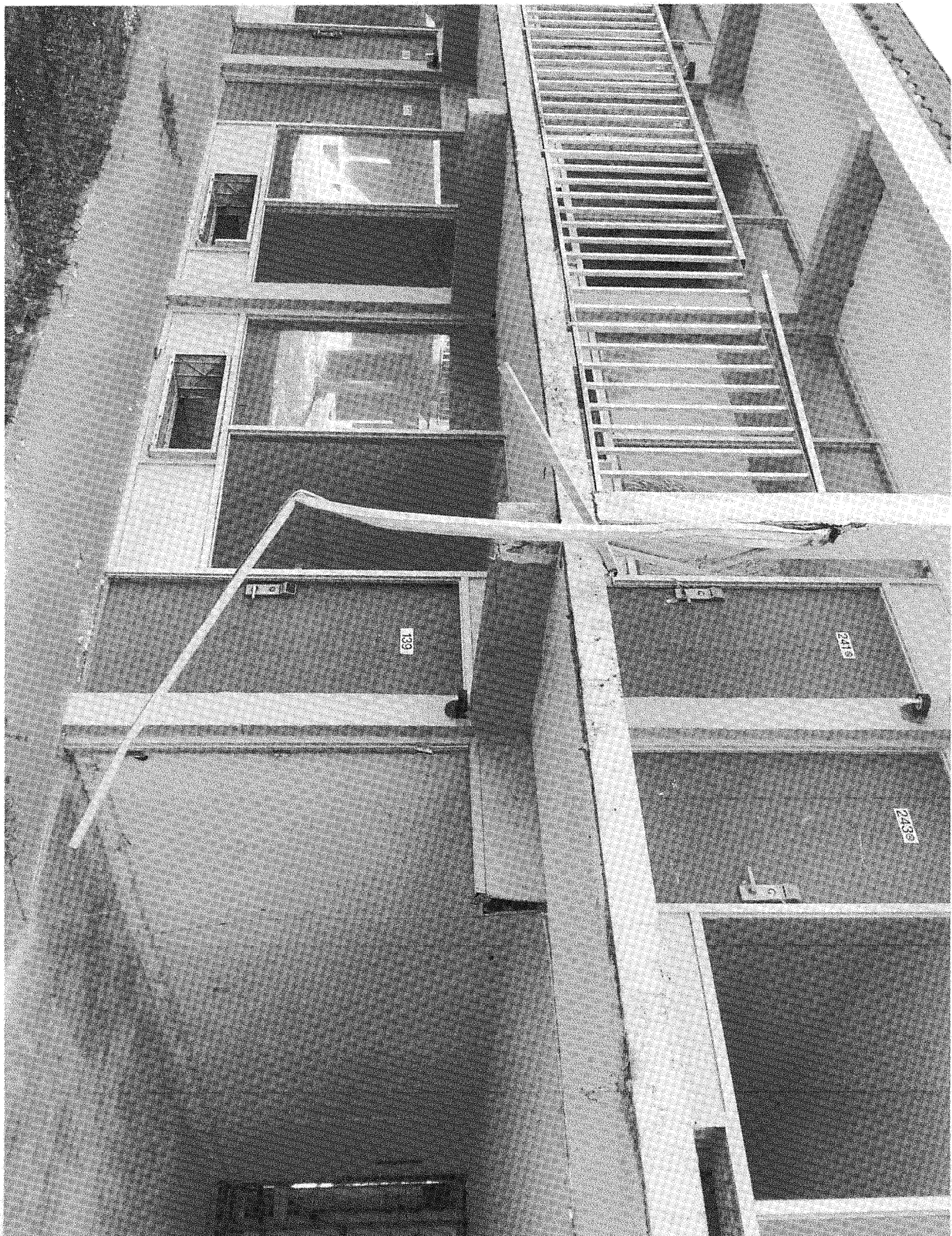
Sean S. Moylan
Assistant County Attorney

CC: Heidi Petito, County Administrator
Bo Snowden, Chief Building Official
Adam Mengel, Growth Management Director
Scott Simon, Code Enforcement Officer



PENGAD 800-631-6989

I
EXHIBIT



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