

IN THE COUNTY COURT OF THE ELEVENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
MIAMI-DADE COUNTY.

TAMIAMI AIR, INC., a Florida corporation

CIVIL DIVISION

Plaintiff

CASE NO.

vs.

GLOBAL PILOT SCHOOL INC., a Florida
corporation

Defendant(s)

_____ /

COMPLAINT FOR REMOVAL OF TENANT
(Commercial Tenancy)

Plaintiff, TAMIAMI AIR, INC., a Florida corporation (“Plaintiff”), by and through undersigned counsel, and hereby files this Complaint against Defendant, GLOBAL PILOT SCHOOL INC., a Florida corporation (“Defendant”), and alleges as follows:

1. This is an action to remove a holdover tenant from commercial real property located in Miami-Dade County, Florida, pursuant to Chapter 83 and section 51.011 of the Florida Statutes (2019).
2. This Court has jurisdiction in accordance with Section 34.011 of the Florida Statutes (2019).
3. Venue is proper in this jurisdiction because, among other reasons, the cause(s) of action herein accrued and the real property that is the subject of this action is situated in Miami-Dade County.

4. Plaintiff is a for profit corporation organized under the laws of the State of Florida, is currently authorized to do business in Miami-Dade County, Florida, and is the owner of the real property which is the subject of this action located at: 1) Hanger Number 25, located in Building C, Situated at Tamiami Airport, in the County of Miami-Dade, State of Florida; 2) Hanger Number 19, located in Building B, Situated at Tamiami Airport, in the County of Miami-Dade, State of Florida; and 3) 14250 SW 129th Street, Office C, Miami, FL 33186 (collectively, hereinafter referred to as the “Premises”).
5. Defendant is a for profit corporation organized under the laws of the State of Florida and is currently conducting business in Miami-Dade County, Florida.
6. Defendant is in possession of the Premises pursuant to a month-to-month at will tenancy with Plaintiff that commenced on February 1, 2020 (the “Tenancy”).
7. In accordance with Section 83.03(3) of the Florida Statutes (2019), on February 14, 2020, Plaintiff served Defendant with fifteen-day notice of termination of month-to-month at will tenancy (“15 Day Notice”) terminating the Tenancy effective February 29, 2020. A copy of the 15 Day Notice is attached hereto as **Exhibit “A”**.
8. Despite Defendant’s receipt of the 15 Day Notice, Defendant has failed to vacate and deliver possession of the Premises to Plaintiff on or before February 29, 2020, consistent with the 15 Day Notice and Florida law.
9. Defendant is a holdover tenant. Plaintiff has the right to recover possession of the Premises from Defendant in accordance with Sections 83.20 and 83.21 of the Florida Statutes (2019).

10. Plaintiff has retained the law firm of Thomas G. Sherman, P.A., to enforce its rights under Florida law and is obligated to pay said law firm a reasonable attorneys' fee for its services.
11. All conditions precedent to the filing of this action have occurred, have been performed, or have been waived.

WHEREFORE, Plaintiffs demands judgment for possession of the Premises together with reasonable attorney's fees and costs in accordance with Section 83.231 of the Florida Statutes (2019), and such other and further relief as the Court may deem just and proper.

Respectfully submitted this 10th day of March 2020.

THOMAS G. SHERMAN, P.A.
90 Almeria Avenue
Coral Gables, Florida 33134
Ph: (305) 448-5898
Fax: (305) 444 - 4454
Email: Jonathan@uniontitleservices.com
Service: Gryska@Uniontitleservices.com

By: /s/ Jonathan S. Trabitiz, Esq.
Jonathan S. Trabitiz, Esq.
FBN: 110644

EXHIBIT "A"

**LAW OFFICES OF
THOMAS G. SHERMAN
PROFESSIONAL ASSOCIATION**

90 Almeria Avenue
Coral Gables, Florida 33134

Tel: 305 448 – 5898
Fax: 305 445 – 4454

Thomas G. Sherman, Esq.
email: tom@uniontitleservices.com

Jonathan S. Trabit, Esq.
email: jonathan@uniontitleservices.com

February 13, 2020

Sent Via FedEx Overnight Delivery &
Served Via Process Server

FedEx TRK: 7777 6594 7628

Global Pilot School Inc.
Attn: Candance Donovan, President
Attn: Mr. Joao Noronha Osorio, Vice President
14250 SW 129th Street
Office C
Miami, FL 33186

RE: Month-to-Month Lease Agreement between Tamiami Air, Inc. (“Landlord”) and Global Pilot School Inc. (“Tenant”) for (1) Hanger Number 25, located in Building C, Situated at Tamiami Airport, in the County of Miami-Dade, State of Florida; (2) Hanger Number 19, located in Building B, Situated at Tamiami Airport, in the County of Miami-Dade, State of Florida; and (3) 14250 SW 129th Street, Office C, Miami, FL 33186 (collectively, the “Premises”)

Dear Ms. Donovan and Mr. Osorio:

This firm is legal counsel to Landlord in regard to the above referenced matter. Please be advised that Landlord has elected to terminate your above-referenced month-to-month tenancies for the Premises in accordance with Section 83.03(3) of the Florida Statutes (2019). You are hereby notified that Tenant has until **February 29, 2020** to vacate and surrender possession of the Premises to Landlord. Arrangements to deliver possession of the Premises to Landlord can be made by contacting Ms. Patricia Garcia, Manager of Tamiami Air, Inc., 16330 South West 147th Avenue, Miami, FL 33187; Tel: 305-232-8220; Email: Customerservice@tamiamiairinc.com.

In addition to the foregoing, Landlord has been advised that Tenant has been performing maintenance and repairs on an aircraft inside of Hanger 25, an act which is expressly prohibited under the Lease for such Hanger and Section 25-10.10 of the Miami-Dade County Aviation Department Rules and Regulations, which states as follows:

- “25-10.10 *Cleaning, maintenance and repair of aircraft.*
- (a) No person shall clean, paint, wash, polish or otherwise maintain an aircraft, other than in areas approved by the Department for such purpose.

- (b) No person, unless authorized by FAA regulations, shall maintain or repair or permit the maintenance or repair of an aircraft at any Airport other than:
 - (1) At Federal Aviation Administration approved repair station;
 - (2) At Federal Aviation Regulations, Part 121 airline maintenance station; or
 - (3) At an area authorized by the Department for such maintenance or repair by an FAA approved and licensed mechanic holding a valid Department approved identification badge and required vehicle entry permit, as appropriate, issued by the Department.
- (c) No person, unless an employee of or under contract to an Airport lessee authorized by its lease agreement with the County to perform aircraft maintenance and repair, or an aircraft owner to the extent that self-maintenance is allowed under Federal Aviation Regulations and is otherwise authorized and permitted under the provisions of Chapters 24 and 25 of this Code, shall perform any aircraft maintenance and repair work at any Airport. (Ord. No. 75-113, § 2, 12-2-75; Ord. No. 95-41, §§ 137, 138, 3-7-95)."

Landlord hereby demands that Tenant cease any and all activity at the Hanger that does not involve storage of an aircraft, including, but not limited to, performing maintenance or repairs on an aircraft in or around the Hanger, from receipt of this letter through the end of Tenant's lease term on February 29, 2020. Tenant's failure to adhere to Landlord's demands made herein will result in Landlord taking legal action against Tenant to protect its rights.

Please be advised that this letter is not a complete statement of Landlord's rights in connection with this matter and nothing contained herein constitutes an express or implied waiver of any rights in connection with this matter, all of which are expressly reserved.

Should you have any questions or would like to discuss this matter in detail, please do not hesitate to contact me directly. Tenant is otherwise advised to

PLEASE GOVERN ITSELF ACCORDINGLY.

Respectfully,

/s/: Jonathan S. Trabitz

Jonathan S. Trabitz, Esq.
Thomas G. Sherman, P.A.

VERIFIED RETURN OF SERVICE

State of Florida

County of

Case Number: _____



PIS2020000427

LANDLORD:
TAMIAMI AIR, INC.

vs.

TENANT:
GLOBAL PILOT SCHOOL INC.

For:
Thomas Sherman
LAW OFFICES OF THOMAS G. SHERMAN
90 Almeria Avenue
Coral Gables, FL 33134

Received by P.I. SERVICES on the 14th day of February, 2020 at 7:12 am to be served on **GLOBAL PILOT SCHOOL INC. ATTN: CANDACE DONOVAN, PRESIDENT, 14250 SW 129 STREET, OFFICE C, MIAMI, FL 33186.**

I, ROBERT VEGA, do hereby affirm that on the **14th day of February, 2020 at 10:50 am, I:**

Posted Service by attaching a true copy of this **MONTH-TO-MONTH LEASE AGREEMENT BETWEEN TAMIAMI AIR INC. ("LANDLORD") AND GLOBAL PILOT SCHOOL INC. ("TENANT") FOR (1) HANGER NUMBER 25, LOCATED IN BUILDING C, SITUATED AT TAMIAMI AIRPORT, IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA; (2) HANGER NUMBER 19, LOCATED IN BUILDING B, SITUATED AT TAMIAMI AIRPORT, IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA; AND (3) 14250 SW 129 STREET, OFFICE C, MIAMI, FL 33186 (COLLECTIVELY, THE "PREMISES")** with the date and hour of service endorsed thereon by me to a conspicuous place on the property described within.

Under penalty of perjury, I declare that I have read the Foregoing Verified Return of Service and that the facts stated in it are true. F.S.92.525(2). I acknowledge that I am a Certified Process Server in good standing in this jurisdiction. I acknowledge that I have no interest in this action.

ROBERT VEGA
CPS 2044

P.I. SERVICES
1430 S. Dixie Highway
Suite 105, #157
Coral Gables, FL 33146
(305) 666-0142

Our Job Serial Number: PIS-2020000427