

Owner: Miami20th Investments LLC
Code Enforcement Case Number(s): n/a
Property Address: 134 Florida Ave
Date: August 2, 2022
September

COMPLIANCE AGREEMENT

1. **PARTIES.** The Parties to this Compliance Agreement are Miami20th Investments LLC (“Owner”) and the City of Coral Gables, a Florida municipal corporation, by and through its Department of Development Services (“City”).

2. **VIOLATIONS AND LIENS.** The Parties stipulate and agree that they have entered into this Agreement for the purposes of resolving the violations of the City Code (i.e. demolition by neglect of an historic structure), in lieu of bringing code enforcement cases. The Parties acknowledge that the violations have yet to be corrected. As such, the City may pursue further enforcement action to address the violations. The Parties recognize that there no code enforcement fines and no special assessments for lot clearing liens and or solid waste charges as of the date of this Agreement. Moreover, the Parties desire to resolve all matters amicably.

3. **WARRANTY OF OWNERSHIP.** The Owner swears, affirms, and warrants to the City that it is the current Owner of 134 Florida Avenue, Coral Gables, Florida (“Property”). Furthermore, the Owner understands that this Agreement is predicated on the warranties made by the Owner. If the same prove false or inaccurate, the City may cancel and void this Agreement and pursue code enforcement action.

4. **CORRECTIVE ACTION REQUIRED.** Furthermore, the Owner agrees to bring the Property into full compliance with the City Code as well as all City regulations as follows:

- a. within 30 days from the date of this Agreement, the Owner shall apply for any and all required development approvals, including, but not limited to, building permits for reconstruction of the historic single-family home on the Property in compliance with all applicable codes (“Permits”);
- b. the Owner shall obtain the Permits within 60 days of the date that the application is complete and filed and, in any event, no later than 90 days from the date of this Agreement.
- c. the Owner shall make substantial progress on the Permits every 30 days thereafter; and
- d. the Property shall pass final inspection on the Permits within 365 days of the date of this Agreement.

The Owner understands that, in order to bring the Property into compliance, he must remedy the violations described above in a manner determined to be acceptable by the City Development Services Director. The City Development Services Director and the City Attorney have the authority to extend any and all time deadlines contained herein.

5. **EXTENSIONS.** As long as the Owner complies with this Agreement, the City agrees to forego any code enforcement action until the date the violations are corrected. In the event the

Owner breaches this Agreement, the City shall pursue any and all code enforcement action. The City, in its sole discretion, may extend any of the above deadlines if it finds good cause beyond the control of the Owner and that the Owner acted in good faith and exercised due diligence in its efforts to obtain all required Permits, to correct all code violations, and to request an extension of any deadlines, as applicable. Good cause to obtain an extension shall include the time required for the City to review the application for Permits, the plans, and any revisions (collectively referred to as "Plans"), but only for the number of days the Plans have been submitted for review. Any additional time granted due to the City's review shall be computed from the date the Plans are submitted until the date the City notifies the Owner that the Plans are ready to be picked up for any required revisions or that the Permits are ready to be picked up. Once any of the Permits have been issued, the request for an extension shall indicate the permit number, date, and trade of any approved inspection. Should the Owner fail to comply with this Agreement, the City will no longer grant extensions for good cause and the City may enter an agreed Code Enforcement Board order ("Agreed CEB Order") against the Owner without the need for the issuance of a notice of violations. The City may also record the lien created by the Agreed CEB Order naming the Owner as a respondent. Fines of \$150 per day in the Agreed CEB Order shall run prospectively from the date of the non-compliance with this Agreement.

6. **BREACH OF THIS AGREEMENT.** Should the Owner fail to comply with this Agreement, the City will no longer grant extensions for good cause. The City may also pursue any of its legal remedies regarding the fines and violations, including, but not limited to, a foreclosure on the City's liens and an injunction action.

7. **LIENS AGAINST PROPERTY.** All Parties to this Agreement recognize and agree that any code enforcement fines pursuant to this Agreement shall constitute liens against the property and shall accrue daily, with interest, as applicable, until the terms and conditions contained herein are complied with fully and the Owner passes final inspection on the Permits. Moreover, the Parties to this Agreement recognize and agree that nothing in this Agreement shall constitute or be construed as a waiver by the City of its right to further fine and/or lien the Property, including, but not limited to, by bringing code enforcement actions against the Owner or a subsequent owner of the Property, in the event of a breach of this Agreement.

8. **ADDITIONAL RESPONSIBILITY OF OWNER.** The Owner, moreover, acknowledges and agrees that he shall remain responsible for and shall promptly pay any other liens or amounts due to the City, including, but not limited to, solid waste fees, sanitary lot clearing liens, alarm fees, and special assessments (such as local improvement liens of the City), which have accrued or may hereafter accrue. The Owner also agrees to maintain the Property in compliance with the City Code and to promptly correct any new violations of the City code, upon written notice by the City, that may arise during the term of this Agreement.

9. **INFORMATION REGARDING COMPLIANCE.** The Owner agrees to provide, within 48 hours of the request, any information that the City requests in order to determine the status of compliance with this Agreement.

10. **AMENDMENTS AND/OR MODIFICATIONS:** Any amendments and/or modifications to this Agreement shall be made in writing. The Parties have not entered into any agreement, other than as set forth herein.

11. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida and venue for any litigation hereunder shall be in Miami-Dade County, Florida.

12. INVALIDITY OF PROVISION. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision, to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

13. WAIVER OF TRIAL BY JURY. IT IS MUTUALLY AGREED BY AND BETWEEN THE RESPECTIVE PARTIES THAT THEY HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

14. EXECUTION OF THIS AGREEMENT. This Agreement may be signed and delivered in counterparts. A scanned and emailed, or other electronic signature or image of a signature, shall have the same effect as an original ink signature and shall be binding, even if the signature is not yet witnessed or notarized.

15. DATE OF AGREEMENT. The date of this Agreement is the date that the last signatory signs it.

WHEREFORE, the Parties, where applicable through their respective undersigned representatives, have executed this Agreement on the date indicated below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

FOR THE OWNER:

WITNESSES:

[Signature]

Print Name: Stephen Arslanian

[Signature]

Print Name: Fanny Astudillo

Owner's address for service of all code enforcement notices by the City:
Miami20th Investments, LLC
c/o Konstantin Pavlovsky
Registered Agent
168 La Quinta Court
Holmdel, NJ 07733

OWNER:

Miami20th Investments, LLC

By:

[Signature]
Konstantin Pavlovsky

Date: 8/31/22

ACKNOWLEDGMENTS

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of [] physical presence or [] online notarization, on this 31st day of August, 2022, by Konstantin Pavlovsky, as Managing Member of Miami20th Investments, LLC, which is the owner of the Property, and who is personally known to me or _____ who has produced _____ (type of identification) as identification.

My Commission Expires:

April 14th, 2026

[Signature]
Signature of Notary Public, State of Florida

Stephen Arslanian
Printed Name of Notary Public



STEPHENARSLANIAN
Commission # HH 253132
Expires April 14, 2026

FOR THE CITY:

Antoine Loar
Interim Code Enforcement Manager
405 Biltmore Way
Coral Gables, Florida 33134

Antoine Loar

Date: 09/01/2022

Cristina M. Suarez
Deputy City Attorney & City Prosecutor
405 Biltmore Way, 2nd Floor
Coral Gables, Florida 33134

Cristina M. Suarez

Date: 9/2/2022