

SETTLEMENT AGREEMENT FOR
747 Ponce de Leon and 760 Ponce de Leon

THIS AGREEMENT is made and entered into this _____ day of _____, 2018 (hereinafter referred to as the “Effective Date”) by and between Vicky Busot, as the Representative of the neighboring residents (these individuals collectively referred to as “Residents”), 747 Ponce Condominium Association, Inc. (for the property located at 747 Ponce de Leon Boulevard, “747 Ponce Property”), B&B Investments Management, Ltd. (for the property located at 760 Ponce de Leon Boulevard, “760 Ponce Property”), and the City of Coral Gables (all signatories of this Settlement Agreement collectively referred to as “Parties,” or singularly as “Party”).

WHEREAS, on June 14, 2017, the City Attorney referred a public nuisance relating to the 747 Ponce Property and the 760 Ponce Property to the City Commission sitting as the Nuisance Abatement Board; and

WHEREAS, on September 6, 2017, the Parties participated in an initial settlement conference; and

WHEREAS, on January 26, 2018, the Parties participated in a second and final settlement conference; and

WHEREAS, at the conclusion of the January 26, 2018 settlement conference, the Parties agreed to enter into a formal Settlement Agreement setting out the agreed-upon terms to fully and finally resolve the Nuisance Abatement matter; and

WHEREAS, in order to provide notice of the proposed settlement agreement to all potentially affected residents, the property was posted and courtesy notice was sent to all residents within 1,500 feet of the 760 Ponce Property; and

WHEREAS, a public hearing on the proposed settlement agreement was held at the February 27, 2018 City Commission meeting where all individuals present were given an opportunity to be heard.

NOW THEREFORE, in consideration of the Parties’ singularly or collectively agreeing not to bring the issues between and amongst themselves before the City Commission sitting as the Nuisance Abatement Board, and after ample opportunity for public comment, it is agreed as follows:

1. B&B Investments Management, Ltd., agrees to proceed with the design option depicted in the rendering attached hereto as Exhibit A.

2. In accordance with Exhibit A, B&B Investments Management, Ltd., shall demolish the two (2) residential properties located at 120 and 112 Avila. A demolition permit shall be obtained within thirty (30) days of the final execution of this agreement. Demolition shall be completed within thirty (30) days of the issuance of the demolition permit.

3. B&B Investments Management, Ltd., shall build the parking lot, as depicted in Exhibit A, including paving, drainage, the masonry wall (described in paragraph 4) and landscaping (described in paragraph 6) within one hundred and twenty (120) days of the demolition of the residential properties at 120 and 112 Avila. As is customary, extensions may be granted for good cause, by the City's Building Official.

4. B&B Investments Management, Ltd., agrees to construct on the 760 Ponce Property a four-foot high, decorative, masonry wall ("Subject Wall") on the Boabadilla Street and Avila Court borders of the 760 Ponce Property. Within thirty (30) days of the demolition of the residential properties located at 120 and 112 Avila, B&B Investments Management, Ltd., shall provide Vicky Busot (as the representative of the Residents) with two (2) proposed designs for the Subject Wall. Ms. Busot will have fifteen (15) day from the date that the proposed designs are received to express the Residents' design preference. Should Ms. Busot not provide the Residents' design preference within the fifteen (15) days, B&B Investments Management, Ltd., may proceed with its preferred design. In any event, the final design must be approved by the City's Board of Architects.

5. In addition to the Subject Wall, B&B Investments Management, Ltd., agrees to install and maintain landscaping ("Subject Landscaping") with a minimum height of six feet along the outside perimeter of the Subject Wall.

6. B&B Investments Management, Ltd., shall not rent, loan, or lease to any third party the parking lot and/or the individual parking spaces located at the 760 Ponce Property or allow the parking lot and/or the individual parking spaces located at the 760 Ponce Property to be rented, loaned, or leased to any third party.

7. The City shall install a residential parking zone along Boabadilla Street and Avila Court. The City will contribute 20-25 metered parking spaces on Ponce de Leon Boulevard in front of the 760 Ponce Property unless doing so conflicts with the City's right-of-way needs. The final decision regarding the metered parking spaces along Ponce de Leon Boulevard is in the sole discretion of the City of Coral Gables.

8. Ingress and egress on both entrances of the 760 Ponce Property parking lot will be located on Ponce de Leon Boulevard and will be two-way.

9. Valet parking shall be permitted at the 760 Ponce Property and at 747 Ponce Property, only for employees and/or customers of 760 Ponce Property and/or 747 Ponce Property.

10. A City of Coral Gables Parking Zone Officer shall enforce parking regulations as is customary.

11. Subject to Miami-Dade County approval, the City will apply for, advocate for, and fund traffic calming devices on Boabadilla Street between Avila Court and Ponce de Leon Boulevard.

12. Subject to Miami-Dade County approval, the City will apply for, advocate for, and fund a crosswalk on Ponce de Leon Boulevard between the 760 Ponce and the 747 Ponce properties.

13. The city shall waive all City permit fees and will expedite permitting for the Subject Wall and Subject Landscaping as well as the demolition of the residence structures located at 120 and 112 Avila. The City cannot commit to waiving fees imposed by other government entities.

14. Code Enforcement Ticket/Notice of Violation No. 272991, citing B&B Investments Management, Ltd. for removing trees without a permit on the 760 Ponce Property, shall be dismissed with the cost of demolition and wall design and construction serving as the fine and the planting of the Subject Landscaping serving as mitigation for the trees removed without a permit. Code Enforcement Ticket/Notice of Violation No. 273250 citing B&B Investments Management, Ltd., for a ramp and steps installed by a previous owner without a permit at the 112 Avila property, shall be dismissed as the 112 Avila property will be demolished in accordance with this agreement.

15. At its own expense, 747 Ponce Condominium Assoc., Inc., agrees to provide an off-duty police officer from the hours of 8:00 a.m. to 12:30 p.m. on Tuesdays, Wednesdays, and Thursdays—the days and times identified by the traffic consultant as the busiest times. The off-duty police officer shall remain until the sooner of Quest Diagnostics vacating as tenants of the 747 Ponce Property or the City finding that said officer is no longer needed.

16. At the expiration of Quest Diagnostics lease with 747 Ponce Condominium Assoc., Inc., and once Quest Diagnostics vacates the premises, the Certificate of Use for that space will expire.

17. THE PARTIES AGREE THAT THIS SETTLEMENT AGREEMENT FULLY AND FINALLY RESOLVES THIS MATTER.

18. SHOULD THE TERMS SET FORTH IN PARAGRAPHS 2, 3, 4, 5, OR 8 OF THIS AGREEMENT BE VIOLATED, THE PARTY IN VIOLATION SHALL BE GIVEN FIFTEEN (15) DAYS WITHIN WHICH TO CORRECT THE VIOLATION AND COME INTO COMPLIANCE. SHOULD THE PARTY NOT DO SO WITHIN FIFTEEN (15) DAYS OF NOTICE AND IF AN EXTENSION HAS NOT BEEN GRANTED BY THE BUILDING OFFICIAL, THE CITY ATTORNEY MAY REFER THE MATTER BACK TO THE CITY COMMISSION AS THE NUISANCE ABATEMENT BOARD FOR A FULL HEARING AND IMPOSITION OF APPROPRIATE CONDITIONS, INCLUDING FINES.

19. SHOULD THE TERMS SET FORTH IN PARAGRAPHS 6, 9 OR 15 OF THIS AGREEMENT BE VIOLATED, THE PARTY IN VIOLATION SHALL BE GIVEN FORTY-EIGHT (48) HOURS TO COMPLY. SHOULD THE PARTY NOT COMPLY WITHIN FORTY-EIGHT (48) HOURS, THE CITY MAY IMPOSE A DAILY FINE OF \$500 UNTIL COMPLIANCE IS REACHED.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and the year first written above.

AGREED TO AND ACCEPTED BY:

The City of Coral Gables

By: Peter J. Iglesias,
Assistant City Manager and Building Official

Date: _____

By: Miriam Soler Ramos, City Attorney

Date: _____

B& B Investments Management, Ltd.

Wilfred Bracerias, President
B&B Investments Management, Ltd.

Date: _____

Laura Russo, Esq.
Attorney for B&B Investments Management, Ltd.

Date: _____

Bernie Coniff, Esq.
In House Counsel
B&B Investments Management, Ltd.

Date: _____

747 Ponce Condominium Association, Inc.

Sergio Macia, President
747 Ponce Condominium Association, Inc.

Date: _____

Daniel Milian, Attorney for
747 Ponce Condominium Association, Inc.

Date: _____

Residents

Vicky Busot, Resident Representative
117 Boabadilla Street
Coral Gables, FL

Date: _____