

COMPLIANCE AGREEMENT

Case No.:
Case Address:
Folio #:
Legal Description:
Owner's Name:
Owner's Telephone #:
Owner's Address:

This Compliance Agreement (hereinafter the "Agreement"), running with the land, entered into this _____ day of _____, 20____, by: MDEV6, LLC, (the "Owner") and the CITY OF MIAMI BEACH (hereinafter the "City") (collectively the "Parties"), in reference to the above-mentioned Property (hereinafter the "Property").

PREAMBLE

WHEREAS, the Owner desires to make a voluntary binding commitment to assure that the Property shall be rehabilitated and/or redeveloped in accordance with the provisions of the Florida Building Code, Fire Prevention Code, and all other federal, state, or local codes, as amended;

WHEREAS, the Owner, in recognition and consideration of the City Building Official (hereinafter referred to as the "Building Official") granting the Owner additional time to bring the Property into compliance in avoidance of the City demolishing the Property;

NOW THEREFORE, the Owner voluntarily and knowingly covenants and agrees to be bound by the terms listed herein, which shall be deemed to be a covenant running with and touching the land, as well as binding upon the Owner as follows:

SECTION 1. The recitals and findings set forth in the Preamble of this Agreement are hereby adopted by reference and incorporated herein as if fully set forth in this Section.

SECTION 2. EFFECTIVE DATE. The provisions of this Agreement shall become effective upon signature of the parties.

SECTION 3. TERMS.

The Owner agrees to:

- a. () **Demolish** the structure(s) located on the Property at issue within thirty (30) calendar days.
- b. () **Repair** the structure(s) located on the Property as follows: The structure(s) shall be secured within five (5) working days in a manner approved by this Agreement. The following securing method is approved: Storm Shutters (5/8 plywood installed with through bolts or any shutter approved by the Building Official pursuant to Section 8-40 of the Miami-Dade County Code, as amended). The structure is to be **maintained** secure at all times, clean and sanitary, free of debris, overgrown grass or weeds, and free of paint discoloration or graffiti.

The property owner agrees that said structure(s) shall be:

- c. () Repaired or completed with plans prepared by a registered architect or a professional engineer licensed in the State of Florida, or with the plans originally approved by the Building Official.
- d. () Repaired or completed with a certification letter signed, sealed and dated by a registered architect or a professional engineer licensed in the State of Florida, stipulating that the existing work is in compliance with the Florida Building Code, Fire Prevention Code, and all other technical, federal, state, or local codes, as amended that were in effect at the time of construction. Signed and Sealed plans shall be prepared, and all required permits shall be obtained.

Plans shall be prepared and introduced into the Building Department within thirty **(30)** calendar days from the date of signing this Agreement. All building permits shall be obtained and paid for within sixty **(60)** calendar days after the plans have been submitted. All repairs or items must be completed within ninety **(90)** days of the issuance of the permit. The building permit shall be obtained by a licensed contractor pursuant to Section 10-5 (2) of the Miami-Dade County Code, as amended, unless approved otherwise by the Building Official.

- e. Structures with damage assessed **under 50%** shall abide by the following:
 - () The completion or repair of said structure(s) shall conform to the Florida Building Code, as amended, unless application is made pursuant to the provisions of Sections 8-11 (g) of the Code of Miami-Dade County, and shall be completed within ninety **(90)** days after obtaining the permit. Completion shall be determined when a final inspection approval is obtained on the building permit and when a Certificate of Completion, ('CC') or a Certificate of Occupancy, ('CO') are obtained, when applicable. If any of the conditions stipulated above are not complied with, said structure(s) shall be demolished by the City as soon as possible, unless an extension is granted in writing by the Building Official.
- f. Structures with damage assessed **over 50%** shall abide by the following:
 - () The completion or repair of said structure(s) shall conform to all the Florida Building Code, 2021 edition, the Miami-Dade County and the City of Miami Code for a new building or structure and shall be completed within ninety **(90)** days after obtaining the permit. Completion shall be determined when a final inspection approval is obtained on the building permit and when a Certificate of Completion, ('CC') or a Certificate of Occupancy, ('CO') are obtained, when applicable. If any of the conditions stipulated above are not complied with, said structure(s) shall be demolished by the City as soon as possible unless an extension is granted in writing by the Building Official.
- g. () Recertification process. The recertification report, as required by the Miami-Dade County Code, shall be submitted with the standard forms and the corresponding payment within thirty (30) days from the date this Agreement is signed. Should the original recertification documents be rejected by the Building Official, an additional sixty (60) days shall be awarded for permits and all necessary repairs to be conducted.
- h. No construction, renovation, or alteration work shall be commenced at the Property until such time as the required plans have been presented and approved by the City or before the required permits are obtained from the City. In cases where work has already started without the required plans, permits and inspections, the Owner hereby

agrees to STOP such work until plans are produced to the City, permits are obtained from the City and the formal City inspection(s) process begins.

- i. () Other requirements or provisions.

Continue providing a certification letter, signed, sealed and dated by a professional engineer licensed in the State of Florida, certifying that building is vacant, secure and not in danger of imminent collapse every six months and after any major atmospheric event until partial demolition, as approved by the Historic Preservation Board, is completed. The Parties agree that the first certification letter pursuant to this Agreement is due by _____, 20__.

SECTION 4. ACCESS. The Owner hereby agrees to allow staff of the City of Miami Beach Building Department unrestricted access to the Property for purposes of performing compliance inspections during the pendency of this case.

SECTION 5. EXTENSION. No extension of the timeframes set forth by this Agreement shall be allowed without the express written consent of the Building Official.

SECTION 6. COMPLIANCE. By signing this Agreement, you certify that you have read and fully understand it. Failure to comply with any of the terms of this Agreement will authorize the Building Official to demolish the property immediately and without further notice.

SECTION 7. NOT TRANSFERABLE. This document is not transferrable without the express written consent of the Building Official.

SECTION 8. SALE OF PROPERTY. The Owner shall notify the City of any sale or transfer title to the Property during the course of this Agreement.

SECTION 9. RECORDING. This Agreement and any Addendum will be recorded in the Public Records of Miami-Dade County upon execution by the parties. The recording of this Agreement will constitute constructive notice to all concerned.

SECTION 10. INSPECTION AND ENFORCEMENT. This Agreement may be enforced by any means provided by law. An enforcement action may be brought by the City by action in law or in equity against any party or person violating or attempting to violate any covenants of this Agreement, either to restrain violations or to recover damages. The enforcement provision shall be in addition to any other remedies available under the law. This enforcement provision shall not apply against the City.

SECTION 11. SEVERABILITY. Invalidation of any one of these covenants by judgment of Court shall not affect any of the other provisions of the Agreement, which shall remain in full effect.

SECTION 12. MISCELLANEOUS PROVISIONS. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the parties shall be in Miami-Dade County, Florida. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction. The parties irrevocably waive any rights to a jury trial. Title and paragraph headings are for convenient reference and are not a part of this Agreement. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing. This Agreement constitutes the sole and entire agreement between the parties hereto.

SECTION 13. COSTS. This Agreement only addresses bringing the Property into compliance and does not address any costs or expenses associated with this case owed to the City incurred during the commencement and prosecution of this case for which the Owner is responsible.

Signed, witnessed, executed and acknowledged on this _____ day of _____, 20__.

Witnesses:

Owner:

Signature

Signature

Print Name

Print Name

Address

City, State & Zip Code

Witnesses:

Signature

Print Name

STATE OF FLORIDA COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by _____ and
is personally known to me or has produced _____, as identification.

Witness my signature and official seal this day of _____ 20__, in the County and State
aforesaid.

Notary Public State of: _____

My Commission Expires: _____

Print Name

APPROVED AS TO BUILDING REQUIREMENTS:

BUILDING OFFICIAL OR DESIGNEE ANA M.
SALGUEIRO, P.E.