

Dr. MANUEL FORERO G. C.
NOTARIO DE LIMA
Jr. Carabaya No. 1146 - 1er. Piso - Lima
Central Telefónica 4288330
mforero@terra.com.pe

Prepared by and Return to:
Office of the City Attorney
CITY OF NORTH MIAMI
776 N.E. 125 Street
North Miami, FL 33161

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CODE COMPLIANCE SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this _____ day of May, 2015, by and between the **City of North Miami, Florida** located at 776 N.E. 125th Street, North Miami, FL 33161 (City) and **Denni Graciela Florian**, as the owner of the property (Owner), (Parties), regarding the real property located at 300 N.E. 130 Street, North Miami, Florida 33161, and more particularly described as:

Lot 55, in Block 4 of GRIFFING BISCAYNE PARK ESTATES, according to the Plat thereof as recorded in Plat Book 8, at Page 123 of the Official Records of Miami-Dade County, Florida. County.

Folio No. 06-2230-026-0460 (Property).

WITNESSETH:

WHEREAS, the Owner acknowledges and agrees that there are code enforcement violations and liens are currently running against the Property in favor of the City;

WHEREAS, the Owner is desirous of abating all current code enforcement violations against the Property by demolishing the structure; and

WHEREAS, the City desires to ensure that North Miami residents are provided with adequate housing consistent with current City codes.

NOW, THEREFORE, in consideration of the mutual conditions, the Parties agree as follows:

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ARTICLE I. DEMOLISHMENT OF STRUCTURE

1. The Owner acknowledges that the primary structure on the Property contains multiple code and zoning violations which constitute life, health and safety hazards.
2. The Owner agrees that in lieu of making repairs to the structure, the Property shall be demolished with all required permits and inspections.
3. The Owner authorizes the City to enter onto the Property and take all action necessary to abate the above listed code enforcement violations by effectuating the demolition of the Property.
4. The Parties agree that time is of the essence. Therefore, the City shall complete the following requirement within ninety (90) days of execution of this Agreement:

The Owner or City shall obtain a demolition permit and effect demolition, sodding and fencing of the primary structure (The Work). All work will be completed by licensed contractors, with all necessary permits and inspections, in accordance with all applicable codes.

5. The City shall ensure that all work is completed in compliance with the Florida Building Code, the City Code, zoning regulations and permitting process.
6. The City will obtain any and all necessary permits to complete any and all work as described in this Agreement.
7. The City will pay for the costs of the Work which shall be repaid by Owner under the terms specified in this Agreement.
8. The City warrants and represents that all persons performing work pursuant to this Agreement are skilled personnel licensed by local, state and federal regulatory agencies.
9. Upon completion of the Work, the Owner shall permit the City to enter the property to inspect and verify that all the work has been satisfactorily completed and complies with all applicable codes.

ARTICLE II. SETTLEMENT OF CODE ENFORCEMENT LIENS

10. The Owner acknowledges that the following civil violation tickets and recorded code enforcement liens in regard to the above listed "Violations" which run in favor of the City, not including interests accruing daily:

<u>Type of Violation</u>	<u>Case No.</u>	<u>Outstanding Balance</u>
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Civil Violation Ticket	Tck0000-00001472	\$100.00
Civil Violation Ticket	Tck0000-00002513	\$125.00
Civil Violation Ticket	Tck0000-00002514	\$125.00
Code Enforcement Lien (Nuisance Prohibited)	CENUS-2014-00063 (ORB29439 Pg 4603-04)	\$7,538.50

11. Upon demolition of the structure and completion of the Work, the City shall execute a release of lien of the above referenced liens against the Property.

ARTICLE III. LOAN TERMS

12. City agrees to lend the sum of \$9,500.00 plus the costs for permits of approximately \$200.00 (Loan Amount) to Owner to pay for the costs associated with the demolition of the structure by Demolition Masters, Inc. (See Attached Quote as Exhibit A), for a total loan amount of \$9,700.00.
13. The loan shall endure for a period of 60 months calculated from the execution date of this Agreement.
14. Owner shall pay interest at the rate of 0% per annum, such interest to be paid together with the capital sum of the loan at the end of the loan period. Should the Owner fail make a timely installment payment, interest will accrue at the rate of 4.75% per annum from the date the date of default until the balance is paid or discharged. There shall be no pre-payment penalty.
15. Owner will repay the Loan Amount in equal monthly installments of commencing on July 1, 2015 until June 30, 2020 as follows:
 - a. Year (1) One from July 1, 2015 to June 30, 2016 for \$100.00 per month
 - b. Year (2) Two from July 1, 2016 to June 30, 2017 for \$150.00 per month
 - c. Year (3) Three from July 1, 2017 to June 30, 2018 for \$186.11 per month
 - d. Year (4) Four from July 1, 2018 to June 30, 2019 for \$186.11 per month
 - e. Year (5) Five from July 1, 2019 to June 30, 2020 for \$186.11 per month
16. All payments must be made by the Owner on or before the first day of every month at 776 N.E. 125th Street, North Miami, Florida 33161 or such other address as the City may at a later stage advise in writing.
17. If the Owner fails to pay any installment on due date the City shall be entitled but not obliged, to claim the full balance of the loan together with interest up to the date of payment.
18. The Owner shall be entitled to pay larger installments than prescribed or the full balance of Loan Amount and interest at any time prior to the prescribed dates of payment. In any such event interest shall be calculated up to the date of payment.

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- 19. In the event that Owner fails to timely repay the Loan in accordance with the terms of this Agreement, the Owner acknowledges and agrees that the City shall be authorized to immediately file a priority lien against the Property pursuant to Section 162.09 and Chapter 713 of the Florida Statutes for the cost of the Work and any additional expenses incurred to ensure compliance.
- 20. If Owner fails to make payment in full of the Loan in accordance with the terms of this Agreement, the code enforcement lien referenced in Article II of this Agreement shall be null and void and Owner, per this agreement, will become liable for the full face value of the liens. Any payments made by Owner will be credited toward the full face value of the liens.

ARTICLE IV. DEFAULT

- 21. An event of default shall mean a breach of this Agreement by the Owner. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include, but shall not be limited to, the following:
 - the Owner fails to authorize the City to enter the Property and perform the Work pursuant to the time frame(s) required under this Agreement;
 - the Owner fails to repay the Loan Amount in accordance with the terms of this Agreement;

If an event of default occurs, the City shall have the right to avail itself of each and every remedy existing at law or in equity, and each and every such remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity. The prevailing party shall be entitled to reasonable fees and costs in the event of any litigation regarding this Agreement, including any appellate proceeding.

ARTICLE V. AGREEMENT TERMS

- 22. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by all parties.
- 23. This Agreement shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

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24. This writing embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to this subject matter that are not merged and superseded.
25. This Agreement shall be recorded by the City in the public records of Miami-Dade County, Florida, at the Owner's expense.
26. The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement, so that its liability never exceed the agreed sum of \$100.00. Purchaser expresses their willingness to enter into this Agreement with Purchaser's recovery from the City for any action or claim arising from this Agreement to be limited to \$100.00.

Accordingly, and notwithstanding any other term or condition of this Agreement, Purchaser agrees that the City shall not be liable to Purchaser for damages in an amount in excess of \$100.00, for any action or claim of the Purchaser or any third party arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

27. All notices, demands, correspondence and communications between the City and the Purchaser shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Owner:	Denni Graciela Florian P.O. Box 531306 Miami, FL 33153
If to City:	City Manager City of North Miami 776 N.E. 125 Street North Miami, FL 33161
With a copy:	City Attorney City of North Miami 776 N.E. 125 Street North Miami, FL 33161

28. The Purchaser shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any claim, demand or cause of action

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arising out of the actions of the Purchaser, their agents, servants, employees or subcontractors during the performance of this Agreement.

- 29. This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.
- 30. In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality

WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

WITNESS:

Print name: _____

DENNI GRACIELA FLORIAN
OWNER:
Denni Graciela Florian
Print name: DENNI G FLORIAN

BEFORE ME, the undersigned authority, this day personally appeared Denni Graciela Florian who upon being first duly sworn, deposes and says that he/she has read the foregoing Code Compliance Settlement Agreement and avers that the matters herein are true and correct to the best of his/her knowledge and belief.

SWORN TO AND SUBSCRIBED on this 20 day of May 2015.

SIGNATURE _____
PRINT _____

NOTARY PUBLIC

SEE REVERSE →
STAMP

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LEGALIZACION
AL
DORSO →

Dennig Florian



REGALIZADA(S) LA (L) (L)
PO
EL CC. ENDO

Dr. MANUEL FORERO G. C.
R.F. 147 9511744
Jr. Cambaya N° 1148
Teléfono: 426-2200 426-2601
FAX 426 2203

Dr. MANUEL
FORERO
Jr. Cambaya N°
Central 7
antes

CERTIFICO: Que la(s) firma(s) que antecede(n) corresponde(n)
a: DENNI GRACIELA FLORIAN
según me lo ha(n) manifestado, la(s) que es(son)
idénticas a la(s) que aparece(n) en su(s) DNI N°(s) P. U.S.A.
518231752 comprobado lo cual vuelve(n) a firmar ante mí
El (los) firmante(s) asume(n) la responsabilidad por el contenido y efectos
que se deriven del presente documento según el Art. 108 de D.L. 1049
por estar redactado en idioma extranjero.
Rev. V^{ta}

Lima, 20 MAYO 2015

Manuel Forero

Manuel Forero G. C.
Abogado-Notario de Lima

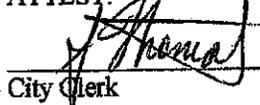


DOCUMENTO NO REDACTADO EN LA
NOTARIA FORERO

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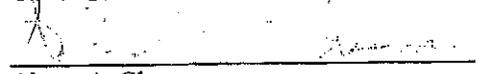
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ATTEST:



For the City Clerk

CITY OF NORTH MIAMI



Aleem A. Ghany
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



City Attorney