

Prepared by and Return to:

Jennifer Lynn Warren
Deputy City Attorney
CITY OF NORTH MIAMI
776 N.E. 125 Street
North Miami, FL 33161

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CODE ENFORCEMENT SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into on October 31st, 2023, by and between the City of North Miami, a Florida municipal corporation, located at 776 N.E. 125th Street, North Miami, FL 33161 ("City"), SIDAMA INVESTMENT AND DEVELOPMENT, LLC, ("Owner"), (collectively, the "Parties"), regarding the real property located at 13970 W DIXIE HWY, North Miami, Florida, 33161, more particularly described as follows:

Lots 1, 2 and the N ½ of Lot 3, Block 76, Iron Manor High Pine Addition Section A, according to the plat thereof as recorded in Plat Book 23, Page 80, Public Records of Miami-Dade County, Florida.

Folio No: 06-2219-007-2221

WITNESSETH:

WHEREAS, the parties acknowledge and agree that the following code liens are currently due and owing against the Property in favor of the City:

<u>Type of Lien</u>	<u>Case or Lien #</u>	<u>Amount Due</u>
Code Lien	MHVIO-2019-00484	\$ 511,375.10

WHEREAS, the current code fines/liens total approximately \$ 511,375.10 as of September 30, 2023; and

WHEREAS, the Parties are desirous of settling the stated code enforcement liens/fines against the Property by entering into this Agreement; and

IWO #23-627 (JLW)

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

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

1. Owner shall pay the City the sum of Twenty Thousand Four Hundred Fifty-Five Dollars and 00/100 (\$20,455.00) in the form of a cashier's check or money order as Owner's payment to the City for settlement of the lien stated herein. This amount shall be paid to the City irrespective of any improvements or code compliance measures taken by the Owner, and these funds shall not be utilized by the City or credited to the Owner in the event the City takes any action pursuant to any paragraph below. Upon the City's receipt of these funds, the City shall execute a release of lien for each of the stated liens against the Property.
2. In addition to the settlement payment required in paragraph one above, the Owner, through a licensed contractor, shall abate all existing violations on the Property within twelve (12) months from the date this Agreement is executed. The Owner shall abate the violations arising from Case Number MHVIO-2019-00484 to the City's satisfaction and ensure that all work on the Property is in compliance with the minimum housing standards as promulgated by the City, Miami-Dade County and the State of Florida.
3. The Owner warrants and represents that all persons performing work on the Property are skilled personnel licensed by local, state and federal regulatory agencies. Owner understands that this Agreement does not supersede any zoning regulations, and the Owner agrees to comply with all zoning codes and regulations of the City.
4. Upon completion of all the required work, the Owner shall permit the City's Code Compliance Officers and/or Building Official to enter the property to inspect and verify that all the work has been satisfactorily completed and complies with all applicable codes.
5. In the event Owner fails to abate all existing violations within the time and manner specified above, the City shall file and record in the public records of Miami-Dade County, a new Order reconstituting the lien against the Property for the violation remaining unabated.
6. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by all Parties.
7. 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.
8. 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.
9. This Agreement shall be recorded by the City in the public records of Miami-Dade County, Florida, at the Owner's expense.

10. 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 this Agreement, so that its liability never exceeds the agreed sum of \$100.00.
11. 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. All notices, demands, correspondence and communications between the City and Owner 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:

To Owner: SIDAMA INVESTMENT AND
DEVELOPMENT, LLC
Attn: FERTILIEN, WILNER, Registered Agent
1141 NW 114 STREET
MIAMI, FL 33168

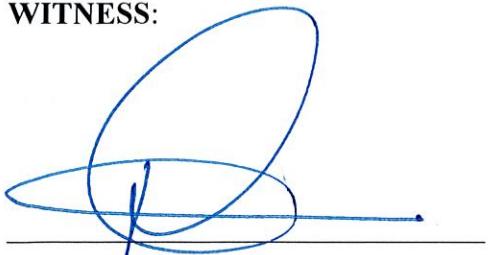
To City: City Manager
City of North Miami
776 N.E. 125th Street
North Miami, FL 33161

With a copy to City Attorney
City of North Miami
776 N.E. 125th Street
North Miami, FL 33161

12. The Owner shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any claim, demand or cause of action arising from its actions, its agents, servants, employees or subcontractors during the performance of this Agreement.
13. The Parties agree that time is of the essence.

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

WITNESS:



Print name: Derrick Mireles

Date: 10/26/23

SIDAMA INVESTMENT AND DEVELOPMENT LLC

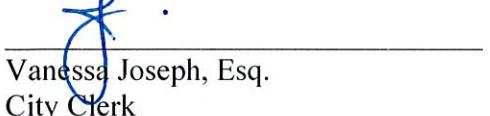
“Owner”:



Print name: Kilmer Fertliex

Date: 10/26/23

ATTEST:



Vanessa Joseph, Esq.
City Clerk

City of North Miami,
“City”



Rasha Cameau, MBA, FRA-RP
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Jeff P. H. Cazeau
City Attorney