

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 February 27, 2024, by and between the City of North Miami, a Florida municipal corporation, located at 776 N.E. 125th Street, North Miami, FL 33161 ("City"), PRESTIGE VIEW, LLC, ("Buyer"), (collectively, the "Parties"), regarding the real property located at 12955 N.E. 6 Avenue, North Miami, Florida, 33161, North Miami, Florida, more particularly described as follows:

Condominium Unit 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 214, 215, 216, 217, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 314, 315, 316, 317, 318, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 414, 415, 416, 417, 418, INSPIRATION POINT, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 23825, Page 2636 amended, of the Public Records of Miami Dade County, Florida together with all appurtenance thereto, and an undivided interest in the common elements of said condominium.

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:

Type of Lien	Case or Lien #	Amount Due
Code Lien	MHVIO-2015-00632	\$ 508,531.75
Code Lien	MHVIO-2015-00028	\$296,590.08
Code Lien	MHVIO-2015-00026	\$296,590.08
Code Lien	MHVIO-2014-00632	\$592,941.67

IWO #23-716 (JLW)

Code Lien	MHVIO-2014-00629	\$592,941.67
Code Lien	MHVIO-2014-00627	\$592,941.67
Code Lien	MHVIO-2015-00637	\$508,531.75
Code Lien	FYBRR-2018-00074	\$616,828.80

WHEREAS, the current code fines/liens total approximately \$ 2,904,185.56 as of December 20,2023, with approximately \$850.00 of fines accruing each day; and

WHEREAS, Buyer has contracted to purchase title to the majority of units within the condominium building and will endeavor to obtain ownership of all units within the building; and

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

WHEREAS, the City desires to ensure 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. Buyer shall pay the City the sum of One Hundred Ten Thousand Dollars and 00/100 (\$110,000.00) in the form of a cashier's check or money order as Buyer's payment to the City for settlement of the liens stated herein. This amount shall be paid to the City irrespective of any improvements or code compliance measures taken by the Buyer, and these funds shall not be utilized by the City or credited to the Buyer 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. As a condition precedent to entering into this Agreement, Buyer represents and warrants that all balances owed to the City for utilities, water, sewer, special assessments and court costs have been paid in full.
2. In addition to the settlement payment required in paragraph one above, the Buyer, through a licensed contractor, shall abate all existing violations on the Property within twelve (12) months from the date this Agreement is executed. The Buyer shall abate the violations 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 Buyer warrants and represents that all persons performing work on the Property are skilled personnel licensed by local, state and federal regulatory agencies. Buyer understands that this Agreement does not supersede any zoning regulations, and the Buyer agrees to comply with all zoning codes and regulations of the City. Additionally, Buyer acknowledges that all appropriate permits and licenses must be obtained prior to the commencement of any work, including but not limited to, certificate of use, business tax receipt, and all necessary building permits.
4. Upon completion of all the required work, the Buyer 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 Buyer 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 Buyer'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 Buyer 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 Buyer:

PRESTIGE VIEW, LLC.
Polo Pimental Law, P.A., Registered Agent
175 SW 7th Street, Suite 1900
Miami, FL 33130

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 Buyer 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:

E-SIGNED by Immacula Carpentier
on 2024-02-23 15:25:13 GMT

Print name: Immacula Carpentier
Date: February 23, 2024

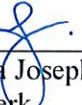
PRESTIGE VIEW, LLC

“Buyer”:

E-SIGNED by Elvis Dumervil
on 2024-02-23 15:11:52 GMT

Print name: Elvis Dumervil
Date: February 23, 2024

ATTEST:


Vanessa Joseph, Esq.
City Clerk

City of North Miami,
“City”

E-SIGNED by Rasha Cameau
on 2024-02-27 16:00:11 GMT

Rasha Cameau, MBA, FRA-RP
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

E-SIGNED by Jeff Cazeau
on 2024-02-27 15:57:09 GMT

Jeff P. H. Cazeau
City Attorney