

**AGREEMENT BETWEEN CITY OF NORTH MIAMI**

AND BERTHA EMMANUEL

This Agreement is made this 16 day of APRIL, 2024 between the City of North Miami (CITY) and Bertha Emmanuel who is the owner of property located at 12550 NW 11 AVE, Florida. (Property Owner)

**WITNESSETH**

WHEREAS, PROPERTY OWNER has requested that the CITY perform construction services for the purpose of constructing an asphalt driveway approach located at 12550 NW 11 AVE; and

WHEREAS, the CITY has agreed to perform the services upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of the covenants and agreements below, and other good and valuable consideration, the parties agree as follows:

1. Scope of Work. City shall perform the following service for PROPERTY OWNER:

The construction of an asphalt driveway approach located at 12550 NW 11 AVE

2. Payment. PROPERTY OWNER shall pay CITY the sum of \$0 for the construction of the driveway approach as described in paragraph 1 above. PROPERTY OWNER shall pay CITY the sum of \$0 within seven days upon receipt of CITY'S invoice. The payment shall be calculated as follows:

Total Sq./Ft. \_\_\_\_\_ x \$0.00 Per Square Ft. = \$ 0 .

3. Method and Schedule of Construction. The CITY shall be responsible for the schedule of construction, the method and manner of construction, and all other matters relating to the asphalt driveway approach. PROPERTY OWNER acknowledges that the construction of the asphalt driveway approach shall be performed only when the CITY'S paving crews are working in the immediate area, and that no construction of the asphalt driveway approach shall be performed after the CITY'S paving equipment and crew have left the area.

4. No Warranties. CITY disclaims any implied or express warranties regarding all matters relating to the construction of the asphalt driveway approach as described in paragraph 1.

5. Assignments: Sublet. PROPERTY OWNER may not sublet, assign, or transfer this Agreement or any part of this agreement.

6. Florida Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

7. Authorized Representatives and Notices. CITY and PROPERTY OWNER shall each designate one person who shall be authorized representatives with respect to this Agreement. All notices shall be given as specified in this Agreement to the signatories to this Agreement.

8. Force Majeure. No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or

other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties and to resume the work as soon as reasonably possible.

9. Limitation of Liability. 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 for money damages due to an alleged breach by the CITY or for any action or claim arising from this Agreement, so that its liability be limited to a maximum of \$\_\_\_\_\_. Accordingly, and notwithstanding any other term or condition of this Agreement, the PROPERTY OWNER hereby agrees that the CITY shall not be liable to PROPERTY OWNER for damages in an amount in excess of \$\_\_\_\_\_, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the CITY'S liability as set forth in Section 768.28, Florida Statutes.

10. Indemnification. To the fullest extent permitted by law, PROPERTY OWNER agrees to defend, indemnify and hold harmless the CITY, its officers, employees, and agents from and against all liability, costs and expenses, including attorney's fees, for any and all claims, demands, judgments, loss or damages on account of injuries, disease or death to any person or damage to any property, in any way arising out of this Agreement.

11. Entire Agreement. The Agreement constitutes the entire agreement between the CITY and PROPERTY OWNER in regard to the subject matter and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect thereto. It has been induced by no representations, statements, or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by the authorized representative of the

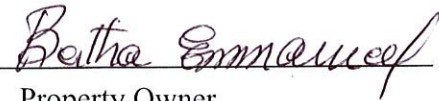


parties.

If any provision or provisions of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and the remaining provisions shall be valid and enforceable to the fullest extent permitted by law.


IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives, as follows:


ATTEST:

  
Property Owner


ATTEST:

CITY OF NORTH MIAMI, FLORIDA

  
City Clerk

By:   
City Manager

Approved as to Form:

  
City Attorney



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On: 04/17/2024

PROPERTY INFORMATION	
<b>Folio</b>	06-2126-016-1600
<b>Property Address</b>	12550 NW 11 AVE NORTH MIAMI, FL 33168-6446
<b>Owner</b>	BERTHA EMMANUEL
<b>Mailing Address</b>	12550 NW 11 AVE NORTH MIAMI, FL 33168
<b>Primary Zone</b>	0400 SGL FAMILY - 901-1200 SQF
<b>Primary Land Use</b>	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
<b>Beds / Baths / Half</b>	3 / 1 / 0
<b>Floors</b>	1
<b>Living Units</b>	1
<b>Actual Area</b>	1,412 Sq.Ft
<b>Living Area</b>	1,348 Sq.Ft
<b>Adjusted Area</b>	1,243 Sq.Ft
<b>Lot Size</b>	11,270 Sq.Ft
<b>Year Built</b>	1949

ASSESSMENT INFORMATION			
Year	2023	2022	2021
<b>Land Value</b>	\$247,940	\$197,225	\$157,780
<b>Building Value</b>	\$102,175	\$102,175	\$77,563
<b>Extra Feature Value</b>	\$4,481	\$4,533	\$4,585
<b>Market Value</b>	\$354,596	\$303,933	\$239,928
<b>Assessed Value</b>	\$102,693	\$99,702	\$96,799

BENEFITS INFORMATION				
Benefit	Type	2023	2022	2021
<b>Save Our Homes Cap</b>	Assessment Reduction	\$251,903	\$204,231	\$143,129
<b>Homestead</b>	Exemption	\$25,000	\$25,000	\$25,000
<b>Second Homestead</b>	Exemption	\$25,000	\$25,000	\$25,000
<b>Senior Homestead</b>	Exemption	\$50,000	\$49,702	\$46,799

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION	
SUNKIST GROVE PB 8-49	
LOT 1 BLK 10	
LOT SIZE 11270 SQ FT	
OR 13816-1797 0988 1	



TAXABLE VALUE INFORMATION			
Year	2023	2022	2021
<b>COUNTY</b>			
<b>Exemption Value</b>	\$100,000	\$99,702	\$96,799
<b>Taxable Value</b>	\$2,693	\$0	\$0
<b>SCHOOL BOARD</b>			
<b>Exemption Value</b>	\$25,000	\$25,000	\$25,000
<b>Taxable Value</b>	\$77,693	\$74,702	\$71,799
<b>CITY</b>			
<b>Exemption Value</b>	\$100,000	\$99,702	\$96,799
<b>Taxable Value</b>	\$2,693	\$0	\$0
<b>REGIONAL</b>			
<b>Exemption Value</b>	\$50,000	\$50,000	\$50,000
<b>Taxable Value</b>	\$52,693	\$49,702	\$46,799

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
06/26/2012	\$100	28300-4225	Corrective, tax or QCD; min consideration
09/01/1988	\$54,000	13816-1797	Sales which are qualified
07/01/1981	\$43,000	11154-0526	Sales which are qualified
10/01/1976	\$1	00000-00000	Sales which are disqualified as a result of examination of the deed

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