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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 November 19, 2024, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 N.E. 125<sup>th</sup> Street, North Miami, FL 33161 ("City"), **ACN Development, LLC** ("Buyer"), (collectively, the "Parties"), regarding the real property located at 941 NE 140 Street, North Miami, Florida, more particularly described as follows:

Lot 13, Block 16, BISCAYNE HIGHLANDS, according to the Plat thereof, as recorded in Plat Book 46, at Page 26, of the Public Records of Miami-Dade County, Florida a/k/a 941 NE 140 Street, North Miami, Florida;

County Folio No. 06-2219-015-2860

#### 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	CEWWC-2022-00086	\$ 199,075.32

**WHEREAS**, the current code fines/liens total approximately \$199,075.32 as of October 29, 2024; and

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**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 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. Buyer shall pay the City the sum of Five Thousand Dollars and 00/100 (\$5,000.00) in the form of a cashier's check or money order as Buyer's payment to the City for settlement under the amnesty program, of the lien 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.
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 one hundred eighty (180) days from the date of closing on the property. The Buyer shall abate the violations arising from Case Number CEWWC-2022-00086 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.
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:	ACN Development, LLC Attn: Bello & Martinez, PLLC, Registered Agent 2850 Douglas Road, Suite 303 Coral Gables, FL 33134
To City:	City Manager City of North Miami 776 N.E. 125 <sup>th</sup> Street North Miami, FL 33161
With a copy to	City Attorney City of North Miami 776 N.E. 125 <sup>th</sup> 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:

ACN Development, LLC

"Buyer":

  
Print name: Hugo Jarama

Date: 11-7-2024

  
Print name: Hassan Eltamasy

Date: 11-7-2024

ATTEST:

City of North Miami,  
"City"

  
Vanessa Joseph, Esq.  
City Clerk

E-SIGNED by Anna-Bo Emmanuel  
on 2024-11-14 16:26:12 GMT

Anna-Bo Emmanuel, Esq., FRA-RA  
Interim City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

E-SIGNED by Jeff Cazeau  
on 2024-11-13 20:09:09 GMT

Jeff P. H. Cazeau  
City Attorney

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