

**Conditional Certificate of Reoccupancy**

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

Space Above This Line for Processing Data

Space Above This Line for Recording

**CONDITIONAL CERTIFICATE OF REOCCUPANCY**

**THIS AGREEMENT** is entered into this 16<sup>th</sup> day of February, 2018, by and between the CITY OF NORTH MIAMI, Florida located at 776 NE 125<sup>th</sup> Street, North Miami, Florida, 33161 ("City"), and 13105 NE 6TH AVENUE, LLC, as the contract purchaser of the subject property ("Purchaser"), collectively referred to as the "Parties", regarding the real estate property located at 13105 NE 6th Avenue, North Miami, FL 33161-7756, more particularly described as:

**FLORIDANA PARK PB 7-126  
W152FT LOTS 18-19-20 LESS S30  
FT FOR ST & LESS W5FT  
LOT SIZE 27636 SQUARE FEET  
OR 20259-0790 1201 4  
Folio No.: 06-2230-020-0160 ("Property").**

**WITNESSETH:**

**WHEREAS**, the City's building enforcement official has determined that there exists on the Property construction or building without the required permits; and

**WHEREAS**, the Purchaser desires to correct this violation and to obtain the requisite Reoccupancy Certificate by entering into this Agreement; and

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

**NOW, THEREFORE**, the Parties agree as follows:

## Conditional Certificate of Reoccupancy

1. The Purchaser acknowledges that the Reoccupancy inspection of the Property completed on December 27, 2017 revealed that:
  - a. Damaged broken windows inside Apartment Numbers 3, 4, 5, 7, 12a, 17, 18, 19, 20, 21 and 23;
  - b. Damage handrails in front of Apartment Number 17 at northeast stairway;
  - c. Smoke detectors damaged, missing or not working inside Apartment Numbers 8, 10, 12, 14, 16, 17, 18, 19 and 24;
  - d. Permits are required to repair damaged ceilings and walls inside Apartment Numbers 6, 7, 8, 10, 12 and 16.
  - e. Permits are required for bathroom repair in Apartment Number 12;
  - f. Permits are required to replace damaged exterior door at Apartment Number 22;
  - g. Apartment Numbers 7 and 12 cabinets are damaged;
  - h. Severe pipe leak above Apartment Number 12 bathroom;
  - i. New electrical panels installed without permits inside Apartment Numbers 1, 2, 3, 4, 12a, 14, 18, 20, 23 and 24; and
  - j. New front exterior door installed without permit at Apartment Number 19.
2. The Purchaser agrees that the Property is not to be inhabited until all rehabilitation has been completed as required.
3. The Parties agree that time is of the essence. Therefore, the Purchaser shall complete the following requirement within Three Hundred Sixty-Five (365) days of closing on the Property:

Purchaser shall obtain all the required building permits to resolve the issues identified in paragraph one, section a through j. A final Reoccupancy Certificate must be obtained prior to occupancy. The Purchaser further agrees to have all work completed by licensed contractors, with all necessary permits, obtain all required permits for any additional work that may be done, and resolve all code violations in accordance with all applicable codes.
4. The Purchaser shall ensure that the contractor(s) obtain all necessary permits to complete any and all work as described in this Agreement. Furthermore, the Purchaser shall ensure the performance of the work described in Paragraph 3 above is in compliance with Miami-Dade County and City Codes, including all permitting processes.
5. Purchaser further agrees that all work to the subject property during the agreement period must be completed by licensed contractors or qualified individuals with approval of the Building Official or Designee with all of the required permits.

### Conditional Certificate of Reoccupancy

6. The Purchaser agrees to abide by all minimum housing standards as promulgated by the City, Miami-Dade County, and the State of Florida. To further ensure performance of this Agreement, the Purchaser shall deliver to the City the sum of Ten Thousand Dollars and No Cents (\$10,000.00) ("Funds") to be held by the City until full compliance with this Agreement is obtained. If the terms of this Agreement are not completed, or property ownership changed within Three Hundred Sixty-Five (365) days from the closing date of the Property, the Funds shall be forfeited to the City.
7. In the event that Purchaser does not become the fee simple titleholder of the Property within Ninety (90) days of this Agreement, the Purchaser shall notify the City and the Conditional Certificate of Reoccupancy shall expire and be of no further force or effect as to Purchaser. The City shall return the escrow funds to Purchaser.
8. In the event that Purchaser becomes the fee simple titleholder of the Property and fails to timely perform the agreed work described above, the Purchaser acknowledges and agrees that the City shall be authorized to immediately enter the Property and perform the work and file a priority lien against the Property pursuant to Sec. 162.09, Florida Statutes for any additional expenses incurred to ensure compliance.
9. Default.
  - a. An event of default shall mean a breach of this Agreement by the Purchaser, their agents or employees. 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 Purchaser has not performed the improvements pursuant to the time frame(s) required under this Agreement;
    - The Purchaser has failed to obtain the approval of the City where required by this Agreement;
    - The Purchaser has refused or failed to perform the improvements as described in this Agreement.
  - b. If an event of default occurs, the Conditional Certificate of Reoccupancy shall be revoked. The Purchaser acknowledges and agrees that the City may immediately begin code enforcement proceedings against the Purchaser and lien the Property for such default.
10. The Purchaser warrants and represents that all persons performing work at the Property pursuant to this Agreement are skilled and licensed personnel.
11. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by all Parties.

**Conditional Certificate of Reoccupancy**

12. 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.
13. This Agreement embodies the entire contract 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.
14. This Agreement shall be recorded by the City in the public records of Miami-Dade County, Florida, at Purchaser's expense.
15. All notices, demands, correspondence and communications between the City and Purchaser 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:

If to Purchaser:                      13105 NE 6TH AVENUE, LLC  
Registered Agent: Andrew Feldman  
1111 Kane Concourse, Suite 209  
Bay Harbor Islands, FL 33154  
[stock.todd@gmail.com](mailto:stock.todd@gmail.com)

If to City:                              City Manager  
City of North Miami  
776 NE 125<sup>th</sup> Street  
North Miami, FL 33161

With a copy:                            City Attorney  
City of North Miami  
776 NE 125<sup>th</sup> Street  
North Miami, FL 33161

16. **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 arising out of the Agreement, so that its liability never exceeds the agreed sum of \$100.00. The Purchaser expresses its 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, the 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 in


**Conditional Certificate of Reoccupancy**


any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.218, 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.

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

**WITNESS:**


**13105 NE 6TH AVENUE, LLC  
"Purchaser"**


  
\_\_\_\_\_  
Print: Tuna Svetkova

  
\_\_\_\_\_  
Print: Aronham Ebenstein


**ATTEST:**

**CITY OF NORTH MIAMI  
"City"**

  
By: \_\_\_\_\_  
Michael A. Etienne, Esq.  
City Clerk

  
By: \_\_\_\_\_  
Larry M. Spring, Jr.  
City Manager

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:**

  
By: \_\_\_\_\_  
Jeff P. H. Cazeau, Esq.  
City Attorney

**PLEASE NOTE** - THE CITY MANAGER'S APPROVAL OF THE APPLICATION FOR A CONDITIONAL CERTIFICATE OF REOCCUPANCY AND ISSUANCE OF A RECEIPT FOR THE ESCROW MONIES SIGNIFIES THE CITY'S APPROVAL OF THE TERMS OF THIS AGREEMENT. THE ORIGINAL DOCUMENT WILL BE EXECUTED AND RECORDED BY THE CITY AT A LATER DATE.



**City of North Miami**  
**Permit Receipt**  
**RECEIPT NUMBER 00080337**

**Account name:** 00069443

**Date:** 2/16/2018

**Applicant:** 13105 NE 6TH AVE LLC

**Type:** check # 4746

<b>Permit Number</b>	<b>Fee Description</b>	<b>Amount</b>
RCCCR-2018-00003	CONDITIONAL RE OCC ESCROW FEE	10,000.00
	<b>Total:</b>	<b>10,000.00</b>

To check the status of plan review and inspections:

1. Go to [www.northmiamifl.gov](http://www.northmiamifl.gov) and click on the "City Permits" icon
2. Select "Building Permits Online" icon and "Permit Inquiry"
3. Type in the complete permit number, including the dashes (e.g. BBC00-2013-00000)

To schedule inspections online, you will need to register as a user:

1. Go to [www.northmiamifl.gov](http://www.northmiamifl.gov) and click on the "City Permits" icon
2. Select "Building Permits Online" icon and "New Users" to complete the online form
3. Click on the "Inspection Requests" button. If the button is not displayed, click on the "Home" icon, "Citizen Services", "Permits and Inspections", then "Inspection Requests"
4. Type in the complete permit number, including the dashes (e.g. BBC00-2013-00000)
5. Select the intended permit number for the inspection
6. Select the inspection type and the date from the drop down menu. Remember to include a contact name and number in the "Comments" field.
7. If the inspection type is not displayed, please call the "Inspection Request Line" at (305) 891-9308 to schedule your inspection.

Thank you for your business.