

Prepared by and Return to:
Jennifer Lynn Warren
Deputy City Attorney
Office of the City Attorney
CITY OF NORTH MIAMI
776 N.E. 125 Street
North Miami, FL 33161

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CODE ENFORCEMENT SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 4/22/2020, 2020, by and between the **City of North Miami, Florida** located at 776 N.E. 125th Street, North Miami, FL 33161 (City), **Venice Park Gardens, Inc.**, (the “Owner”) owner of 44 units located within the Venice Park Garden Condominium Association (the “Association”), and **Venice Park 26, LLC**, (the “Purchaser”) as the contract purchaser of Owner’s 44 units (collectively the “Parties”). The Owner’s 44 units are located within the Association that is generally located at 1895 Venice Park Drive, North Miami, Florida 33181, and more particularly described as:

Unit Numbers 10A, 10B, 10C, 11A, 11B, 11C, 12A, 12B, 12C, 14A, 14B, 14C, 15A, 17A, 17C, 18A, 1C, 20A, 20B, 20C, 21A, 21B, 2A, 3B, 3C, 4B, 4C, 5B, 5C, 6A, 6B, 6C, 7A, 7B, 8A, 8C, 9A, 9B, 9C of VENICE PARK, a condominium, according to the Declaration thereof, as recorded in Official Records Book 24680, Page 3316, and all amendments thereto, of the Official Records of Miami-Dade County, Florida. County (the “Property”).

WITNESSETH:

WHEREAS, the Owner and Purchaser acknowledge and agree that the following code enforcement liens (the “Code Violations”) and utility assessments are currently due and owing against the Association in favor of the City:

<u>Case No.</u>	<u>Recorded</u>	<u>Book No.</u>	<u>Page No.</u>	<u>Fine Amount</u>
FYREC-2014-00006	08/05/2016	30181	4355-4356	\$202,005.96
CEEXC-2019-00028	01/30/2020	31798	0951-0952	\$250.00/Day
MHVIO-2015-00630	08/05/2016	30181	4357-4358	\$200.00/Day
MHVIO-2016-00804	08/01/2017	30637	0742-0743	\$250.00/Day
MHVIO-2018-00101	03/26/2019	31379	1957-1958	\$300.00/Day
MHVIO-2018-01330	10/08/2019	31638	1009-1010	\$250.00/Day

Such Code Violations shall also include, but shall not be limited to, any and all pending cases, one time fines, and all active cases that have not yet resulted in a lien or a finding of violation, including MHVIO-2016-00804, MHTIX-2015-00057, MHVIO-2015-00630, SDCVT-2016-00172, SDCVT-2016-00269, BPL00-2017-00101, and MHVIO-2020-00093.

WHEREAS, the current code fines/liens total approximately **\$915,848.46** as of March 20, 2020, and continue to accrue daily with interest; and

WHEREAS, the Owner and the Purchaser, with the advice of counsel, are desirous of settling all Code Violations against the Association by entering into this Agreement, which shall also toll the continuation of any fines, as further explained below; and

WHEREAS, Owner has title to the majority of units within the Association; and

WHEREAS, Purchaser has contracted to purchase these units from Owner and is attempting to obtain ownership of the remaining units within the Association; and

WHEREAS, the City desires to ensure that North Miami 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. The City shall be given the sum of Forty-Five Thousand Seven Hundred Ninety-Two Dollars and Forty-Two Cents (\$45,792.42) as settlement for all Code Violations relating to the Association (the "Settlement Amount") prior to closing. The City shall release the above noted Code Violations within sixty (60) days following receipt of payment.
2. Owner and Purchaser have entered into a purchase and sale agreement with a closing date that is expected to occur in April of 2020 to purchase the Property.
3. Upon the City's processing of the settlement payment, and the condition precedent delineated in Paragraph 1 above, the City shall execute and record a release of lien for the Code Violations and the current liens against the Association as specified in paragraph one above.
4. The Purchaser desires to bring the Property into compliance with the City's Code.

5. The Parties agree that time is of the essence.
6. The Owner and Purchaser acknowledge that there is a utility assessment currently due and owing against the Property in favor of the City which shall remain in effect and exclusive of this agreement.
7. If Purchaser fails to perform any of the obligations required under this agreement, the lien reduction shall be null and void and the full face value of the liens shall be imposed as if no lien reduction had been applied. Any payments made will be credited toward the full face value of the liens.
8. Within ninety (90) days from the expiration of the State of Emergency, Purchaser and/or Association shall submit permit applications to correct the Code Violations specified above.
9. Purchaser shall obtain a Certificate of Re-Occupancy or Conditional Certificate of Reoccupancy for the Property as delineated in the Reoccupancy Certification Based on Remodeling, attached hereto as Exhibit "A".
10. The Purchaser and/or Association shall obtain any and all necessary permits to complete any and all work as described in this Agreement, and submit the proposed rehabilitation plans for the City's review and approval, in accordance with the terms and conditions contained within the Reoccupancy Certification Based on Remodeling.
11. The Purchaser, through a licensed contractor, shall complete the following improvements, which shall place the Code Violations into compliance (the "Improvements"):

- (1) Replace or rebuild complete elevator;
- (2) Replace all steel balcony railings with code-compliant aluminum rails;
- (3) Resurface asphalt/black-top and re-stripe front and rear parking lots;
- (4) Paint entire building exterior, not limited to interior corridors and walkways and any visible part(s) of the building exterior;
- (5) Obtain a larger dumpster or provide additional pick-up service to alleviate accumulation of trash and debris on the Property; and
- (6) Replace or repair all broken glass and windows;
- (7) Obtain all required building permits for construction that requires permitting;

(8) Interior renovation of all units currently gutted or not in rentable condition.
(Many units are maintained and/or updated in really nice shape by the current owners.
They do not need any type of renovation.)

(9) Enhancement of landscaping.

12. The Purchaser shall complete the improvements to the City's satisfaction and ensure the performance of all improvements described above in compliance with all minimum housing standards as promulgated by the City, Miami-Dade County, and the State of Florida.
13. The Purchaser warrants and represents that all persons performing work pursuant to this Agreement are skilled personnel licensed by local, state and federal regulatory agencies. Purchaser understands that this Agreement does not supersede any zoning regulations, and the Purchaser agrees to comply with all zoning codes and regulations of the City.
14. The Purchaser agrees to abide by all minimum housing standards as promulgated by the City, Miami-Dade County, and the State of Florida.
15. Upon completion of all of the Improvements, Purchaser shall permit the City's Building Official to enter the property to inspect and to verify that all the work has been satisfactorily completed and complies with all applicable codes.
16. Failure to complete the terms and conditions contained herein within the specified time frames shall constitute a breach of this Agreement, unless both parties agree on a reasonable extension, which shall not be unreasonably withheld. Purchaser agrees, that failure to complete the rehabilitation within the specified time period constitutes a breach authorizing the City to impose the original liens, less the Settlement Amount, in accordance with Section 1 of this Agreement.
17. In the event that Purchaser does not become the fee simple titleholder of the Property within thirty (30) calendar days of executing this Agreement, this Agreement shall be void and be of no further force or effect as to the Purchaser. An event of default shall mean a breach of this Agreement by the Purchaser, their agents or employees, without a reasonable excuse for non-compliance. 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 Work pursuant to the time frame(s) required under this Agreement, without a reasonable excuse for non-compliance;
 - the Purchaser has failed to obtain the approval of the City where required by this Agreement unless an extension is provided;

18. If an event of default occurs, the City shall have the right to avail itself of each and every remedy existing at law or in equity, and each and every such remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity. The prevailing party shall be entitled to reasonable fees and costs in the event of any litigation regarding this Agreement, including any appellate proceeding.
19. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by all parties.
20. 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.
21. 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.
22. This Agreement shall be recorded by the City in the public records of Miami-Dade County, Florida, at the Owner's or Purchaser's expense.
23. 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 exceed the agreed sum of \$100.00. Owner and Purchaser express their willingness to enter into this Agreement with Owner and 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, Owner and Purchaser agree that the City shall not be liable to Owner and Purchaser for damages in an amount in excess of \$100.00, for any action or claim of the Owner and Purchaser or any third party arising out of this Agreement. 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.

24. All notices, demands, correspondence and communications between the City, the Owner and Purchaser 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 Owner: Venice Park Gardens, Inc.
Attn: Rodolfo Rodriguez-Duret, President
5730 SW 74 Street, Suite 200
South Miami, FL 33143

If to Purchaser: Venice Park 26, LLC
Attn: Yaniv Sananes, Mgr.
122 Golden Beach Drive
Golden Beach, FL 33181

If to City: City Manager
City of North Miami
776 N.E. 125 Street
North Miami, FL 33161

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

25. The Owner, Purchaser, and Association shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any claim, demand or cause of action arising out of and Work performed at the property to gain compliance, their agents, servants, employees or subcontractors during the performance of this Agreement.

[The remainder of this page is intentionally left blank.]

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

WITNESS:
DocuSigned by:

Martha Pozo-Diaz
F52D28F79F0949C...

Print name: Martha Pozo-Diaz

OWNER:
DocuSigned by:

Rodolfo Rodriguez-Duret
8B24EBE0903743D...

Venice Park Gardens, Inc.
Rodolfo Rodriguez-Duret, President

WITNESS:
DocuSigned by:

Paul Feldman
DFABDB5A3E024C4...

Print name: Paul Feldman

PURCHASER:
DocuSigned by:

[Signature]
8904DB3ECABD444...

Venice Park, 26, LLC
Yaniv Sananes, Mgr.

ATTEST:
DocuSigned by:

[Signature]
BB47A3B4B262492...

Vanessa Joseph
City Clerk

CITY OF NORTH MIAMI
DocuSigned by:

Arthur H. Sorey, III
FDAE1097923F40D...

Arthur H. Sorey, III
Interim City Manager

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

DocuSigned by:
[Signature]
8AF8443D714D491...

Jeff P H. Cazeau
City Attorney



12340 N.E. 8th Ave
North Miami, FL 33161
(305) 895-9820

Reoccupancy Certification Based on Remodeling

This certification does not constitute any representation or warranty as to the condition of the dwelling or other structures on said premises described herein or any aspect of such condition, and interested persons are advised and encouraged to make their own inspection of the premises in order to determine the condition thereof. The inspection made in connection with this certificate is not an electrical, plumbing or mechanical inspection. This certificate shall not represent that the property conforms to the provisions of the city code.

Address: 1896 Venice Park Drive
Contact Name: Venice Park Garden Condominium Association
Attn: Yaniv Sananes Phone:(305) 502-7470
Date: 4/10/2020

This certificate is issued based on the remodeling of the structure on the aforementioned property. Barring delays caused by the instant State of Emergency, work shall be commenced in accordance with requirements set forth by the Building Division within 365 days of this date. If this option has not been completed the property and property owner of record at the time of the completion of the 365 day period shall be scheduled for the next available Code Board hearing.

Fee not applicable based on agreement to remodel/removal of structure.

Work to include all work identified in the Code Enforcement Settlement Agreement, which is attached hereto and made a part hereof as Exhibit "A"

Steve Pizzillo, CBO
City of North Miami Building Official

Venice Park Garden Condominium Assn.
By: Yaniv Sananes

Signature

Date of Issuance

Notary Signature

On this ____ day of _____, 20____
before me the undersigned personally
appeared and whose name is subscribed to
and within the instrument and that he/she
acknowledges that he/she executed it.
Notary Public State of Florida