

SETTLEMENT AGREEMENT

This Settlement Agreement is made as of the last date of execution by and among the City of North Miami, a Florida municipal corporation ("CITY") and Alhambra Heights 635, LLC, a Florida limited liability company, Alhambra Heights 645, LLC, a Florida limited liability company, and Alhambra Heights 12351, LLC, a Florida limited liability company, (collectively "DENMARK ENTITIES").

WITNESSETH

WHEREAS, on December 8, 2015, the Mayor and City Council of the CITY authorized the City Attorney to take all legal action necessary to abate the public nuisances existing at the properties located at 635 NW 123 Street, North Miami, FL 33160, 645 NW 123 Street, North Miami, FL 33160, and 12351 NW 7th Avenue, North Miami, FL 33160, ("DENMARK PROPERTIES") in accordance with Resolution No. 2015-R-134, and

WHEREAS, after exhausting all available administrative remedies to address the public health and life safety violations which existed at the DENMARK PROPERTIES, the CITY filed foreclosure lawsuits against the DENMARK PROPERTIES due to the numerous code enforcement and special assessment liens which attach to the DENMARK PROPERTIES, respectively, and

WHEREAS, on or about October 26, 2018, the Parties participated in mediation in an attempt to resolve the underlying foreclosure litigation and to come up with an acceptable resolution that will address the blighted conditions which exist at the DENMARK PROPERTIES, and

WHEREAS, in an effort to address the underlying condition of the DENMARK PROPERTIES, the CITY will enter into lease agreements for the respective DENMARK PROPERTIES which will entail debris removal and clean-up of the vacant lots and the settlement of the foreclosure litigation, and

WHEREAS, the CITY and DENMARK ENTITIES desire to set forth their agreement with regard to the settlement of the litigation by making this Settlement Agreement,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and benefits of which provide for adequate consideration to support this Settlement Agreement, the parties agree as follows:

1. **LEASE TRANSACTION:** The DENMARK ENTITIES and the CITY shall enter into the respective leases identified in Exhibits 1, 2 and 3, attached hereto and made a part hereof.



2. SETTLEMENT AND DISMISSAL OF FORECLOSURE LITIGATION:
Concurrently, with the making of the Leases described in Exhibits 1, 2, and 3, the CITY shall forthwith file Notices of Voluntary Dismissal in each of the following matters currently pending in the 11th Circuit Court in and for Miami-Dade County, Florida:


- a. City of North Miami v. Alhambra Heights 635, LLC, Case No. 2017-08500 CA 01;
- b. City of North Miami v. Alhambra Heights 645, LLC, Case No. 2017-28545 CA-01;
- c. City of North Miami v. Alhambra Heights 12351, LLC, Case No. 2017-028504 CA 01

Furthermore, the CITY shall provide to each of the DENMARK ENTITIES a release in substantially the same form as attached hereof as Exhibit 4, which shall release the DENMARK ENTITIES and DENMARK PROPERTIES from the burden of the liens described in the foreclosure litigation. Within thirty (30) days from the making hereof, the CITY shall file a release and satisfaction of the Code Enforcement liens contemplated in the foreclosure litigation described above and each and every pending Code Enforcement case, regarding the DENMARK PROPERTIES, whether described therein or not, shall be dismissed.

IN WITNESS WHEREOF, the parties have made this Agreement on the __ day of May, 2019.

CITY OF NORTH MIAMI

ATTEST:



Vanessa Joseph, CITY CLERK

BY: 

LARRY M. SPRING, JR.,
CITY MANAGER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



JEFF P.H. CAZEAU, CITY ATTORNEY



Witness

Shar-Ann Callahan
Signature
SHAR-ANN CALLAHAN
Print Name

JANICE ALFARO
Signature
JANICE ALFARO
Print Name

ALHAMBRA HEIGHTS 635, LLC

Lawrence J. Denmark
Signature
LAWRENCE J. DENMARK, MANAGER

Witness

Shar-Ann Callahan
Signature
SHAR-ANN CALLAHAN
Print Name

JANICE ALFARO
Signature
JANICE ALFARO
Print Name

ALHAMBRA HEIGHTS 645, LLC

Lawrence J. Denmark
Signature
LAWRENCE J. DENMARK, MANAGER

Witness

Shar-Ann Callahan
Signature
SHAR-ANN CALLAHAN
Print Name

JANICE ALFARO
Signature
JANICE ALFARO
Print Name

ALHAMBRA HEIGHTS 12351, LLC

Lawrence J. Denmark
Signature
LAWRENCE J. DENMARK, MANAGER

Lawrence J. Denmark

EXHIBIT

“1”

Handwritten signature

COMMERCIAL LEASE

PARTIES: Alhambra Heights 635, LLC, 635 NW 123rd Street, North Miami, Florida (Landlord) agrees to lease to City of North Miami, 776 NE 125 Street, North Miami, Florida (Tenant), the following described.

PROPERTY: That certain property situated in Miami-Dade County, State of Florida, having a civil street address of 635 NW 123rd Street, North Miami, Florida, as more particularly described on Exhibit A, attached hereto and made a part hereof ("Property").

TERM: An initial Term of Five (5) years; option for second five (5) year Term; option for third five (5) year Term. Each option shall be exercised by Tenant providing written notice to Landlord no more than six (6) months or less than sixty (60) days prior to the end of the then current Term and by the deposit of one month's rent and security deposit for the ensuing Term. Each Term shall be consecutive and subject to the same escalations, inclusive of previous years, cumulatively. "Term" shall include all Terms.

RENT: \$560.00 per month, plus sales tax thereon at Miami-Dade rates, with rent escalating by the greater of four (4%) percent, or the Consumer Price Index ("CPI") Miami, Fort Lauderdale, West Palm Beach, each year, whichever is higher, beginning the second year of the Term and each year thereafter. Rent shall be paid in advance on the first day of each month of the Term and provided to Landlord at the place of giving notice to the Landlord.

PROPERTY TAXES: Tenant shall timely pay ad valorem taxes and special assessments.

SECURITY DEPOSIT: Tenant deposits herewith the sum of \$560.00 as a Security Deposit equal to one month's rent, to be held by Landlord for the faithful performance of all the terms and conditions of the lease. The Security Deposit will be returned to Tenant at the end of this lease if: (a) all rentals have been paid, (b) the vacated premises are in a clean condition, (c) all abandoned articles belonging to Tenant have been removed, and (d) all keys have been returned. Deductions from the Security Deposit may be made for any damage done to the Property during the term of this lease, reasonable wear and tear excepted.

INSURANCE: Tenant insures for general liability \$1,000,000 per event, \$5,000,000 aggregate, yearly, naming Landlord as co-insured, with certificate delivered yearly at least thirty (30) days before expiration/renewal, with no more than 30-days cancellation clause.

MAINTENANCE: Tenant shall maintain the Property in a neat and clean condition as required by local and state regulations.

EMINENT DOMAIN: If any part of the Property as will make the Property unusable for the purpose herein leased, shall be taken by law, ordinance or regulation for public use, this lease shall terminate at Tenant's election, effective the date possession is taken by the condemning authority, and rental prorated. All compensation awarded for taking of the Property shall belong to Landlord. Any award to Tenant for loss of business or personal property shall belong to Tenant. Neither party shall have any right to any award to the other by any condemning authority.

ASSIGNMENT: Tenant shall not assign, mortgage or pledge this lease without the express written consent of Landlord. Tenant may sublet all or a portion of the Property provided; however, Tenant shall be responsible for any and all damage to the Property, including, but not limited to, environmental damage occasioned in connection with such subletting. Consent of Landlord to one or more assignments, mortgages or pledges shall not operate as a waiver of Landlord's rights as to future assignments, mortgages or pledges.

LAWS: Tenant agrees to comply with all laws, rules and orders of federal, state and municipal governments.

ENTRY: Landlord or its representative(s) shall have the right to enter the Property at all reasonable times to inspect, make repairs, or alterations, make repairs or alterations to adjacent property, or show the Property to prospective purchasers, Tenant or lenders. Tenant shall not be entitled to abatement of the rent by reason thereof.

During the last ninety (90) days of the Term of this lease, or any extension thereof, Landlord shall have the right to post for sale or for lease signs on the Property.

DEMOLITION: In the first Term, Tenant, at Tenant's expense, shall demolish and clear property, save and except for items to be identified by Landlord, which items shall be stored on the Property for the Term; Landlord shall credit Tenant with the cost of demolition and clearance, not to exceed, in the aggregate, \$980.00, prorated over the first months, 3 through 12 of the Term.

IMPROVEMENTS: Tenant shall have the right to improve the Property with a non-permanent building(s), and such amenities as shall be customarily associated with like-kind non-permanent buildings (e.g. parking areas, walkways, patios, etc.), in Miami-Dade County according to Tenant's use. Provided, however, Tenant shall not construct any permanent buildings on the Property. Landlord shall execute such documents as will reasonably facilitate Tenant's improvements, contemplated herein, as may be required by the South Florida Building Code and related regulatory provisions, provided, furthermore, that such accommodation(s) shall be without cost to the Landlord. Within not less than sixty (60) days prior to the end of this lease, Tenant shall promptly and completely remove all non-permanent buildings and associated improvements and return the Property to Landlord in a clean and code-compliant condition and state.

DEFAULT: The following events shall be deemed to be a default by Tenant: 1) failure to pay any installment of rent, and such failure shall continue for ten (10) days, 2) failure to comply with any provision of this lease, other than the payments of rent, and shall not cure such failure within fifteen (15) days after written notice is sent to Tenant, 3) Tenant becomes insolvent; makes a transfer in fraud to creditors; files a petition under any section of the National Bankruptcy Act; is adjudged bankrupt; has a receiver appointed; deserts or vacates any substantial portion of the property; or does or permits any act which creates a lien on the Property.

Upon the occurrence of any of the above, Landlord may without demand of notice, enter and take possession of the Property, expel or remove all occupants and property found thereon without being liable for damages; may elect to cancel this lease or relet the Property on such terms as Landlord deems advisable and receive the rent therefor, and Tenant agrees to pay Landlord on demand any deficiency and costs incurred. Landlord shall be entitled to all expenses, court costs and reasonable attorney's fees for the collection of any sum due under this lease and the enforcement of this agreement. All past due rentals shall bear interest at the highest rate permitted by the laws of the State of Florida. Landlord is specifically given the right to seek injunctive relief against Tenant in the event of default.

SUBORDINATION: This lease and all rights of Tenant hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the Property or any part thereof, and to any or all renewals, modifications or extensions of any such mortgages. Tenant shall, on demand, execute, acknowledge and deliver to Landlord, with expense proper to subordinate this lease and all rights therein to the lien of any such mortgage or mortgages, and each renewal, modification or extension, and if Tenant shall fail at any time to execute, acknowledge and deliver any such subordination instrument, Landlord, in addition to any other remedies available in consequence thereof, may execute, acknowledge and deliver the same as Tenant's attorney in fact and in Tenant's name.

WAIVER: Acceptance of delinquent rent, or prior waiver of any Landlord's rights hereunder shall not constitute a waiver of Landlord's rights to prompt payment or damages in event of subsequent default or breach of Tenant.

UTILITIES: Tenant agrees to pay for all utilities used on the Property, including electric, gas, water, and waste removal.

NO RECORDATION: Neither this Lease or any certified or non-certified copy hereof shall be recorded in the public records of Miami-Dade County or any county of the State of Florida, without the Landlord's express written consent.

SEVERABILITY: In the event any part of this lease is declared invalid by a court, the remaining portion shall remain in full force and effect.



NOTICES: All notices required or permitted herein, must be in writing and may be delivered in person, or by mailing to the addresses shown herein, or to the address of the Property of Tenant, by certified mail, return receipt requested. Such notices shall be deemed to be delivered as of the date of posting, whether actually received or not. This Lease contains the entire agreement between the parties hereto, and no agreements, inducements, inducements or promises, oral or otherwise, not a part of this agreement, shall be binding on the parties hereto.

TO LANDLORD:

Alhambra Heights 635, LLC
Attn: Lawrence J. Denmark, Manager
2300 Bayview Lane
Miami, FL. 33181

TO TENANT:

City of North Miami
Attn: ^{LSM} John M. Spring, Jr. CPA, City Manager
776 NE 125th Street
North Miami, FL 33161

With Copy to:
Jeff P. H. Cazeau, City Attorney
776 NE 125th Street
North Miami, FL 33161

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPENTENT ADVICE.

EXECUTED in multiple originals this the ____ day of May, 2019.

WITNESSES:

ALHAMBRA HEIGHTS 635, LLC
(Landlord)

(signature)

LAWRENCE J. DENMARK, MANAGER

(printed name)

(signature)

(printed name)



WITNESSES:

Andrea McDonald
(signature)

ANDREA McDONALD
(printed name)

Katia Philippewo
(signature)

Katia Philippewo
(printed name)

CITY OF NORTH MIAMI
(Tenant)

[Signature]
LARRY M. SPRING, JR., CITY MANAGER

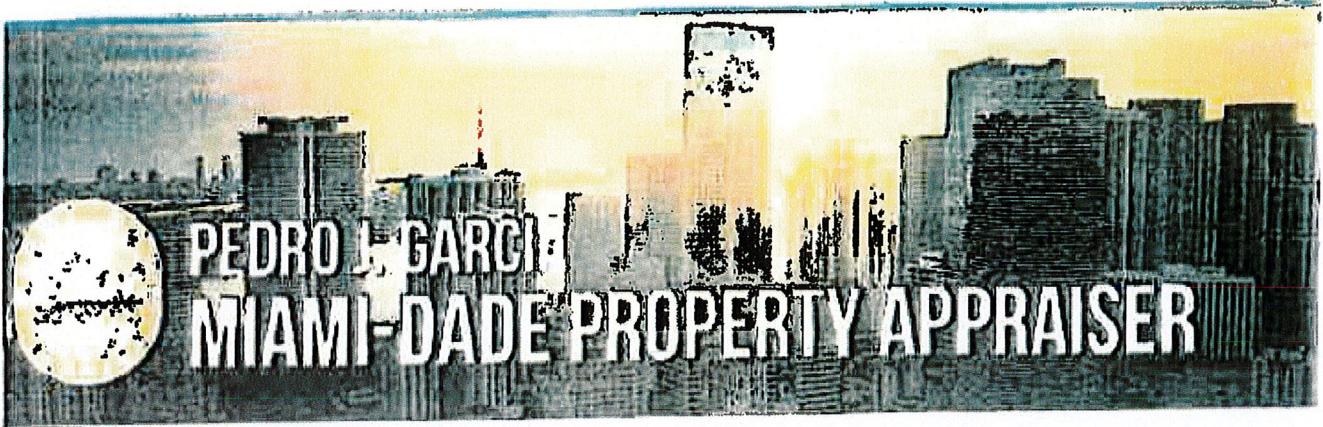
ATTEST:

[Signature]
VANESSA JOSEPH, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
JEFF P.H. CAZEAU, CITY ATTORNEY

[Signature]



Address Owner Name Folio

SEARCH:

636 nw 123 st

Suite



[Back to Search Results](#)

PROPERTY INFORMATION

Folio: 06-2125-018-1700

Sub-Division:
ALHAMBRA HSTS

Property Address
636 NW 123 ST

Owner
ALHAMBRA HEIGHTS 636 LLC

Mailing Address
2000 BAYVIEW LN
MIAMI, FL 33181

PA Primary Zone
0801 COMMERCIAL

Primary Land Use
1081 VACANT LAND - COMMERCIAL : VACANT LAND

Beds / Baths / Half

0/0/0

Floors

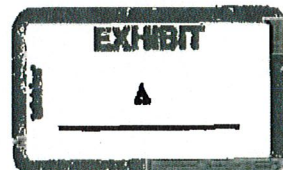
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Living Units

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Actual Area

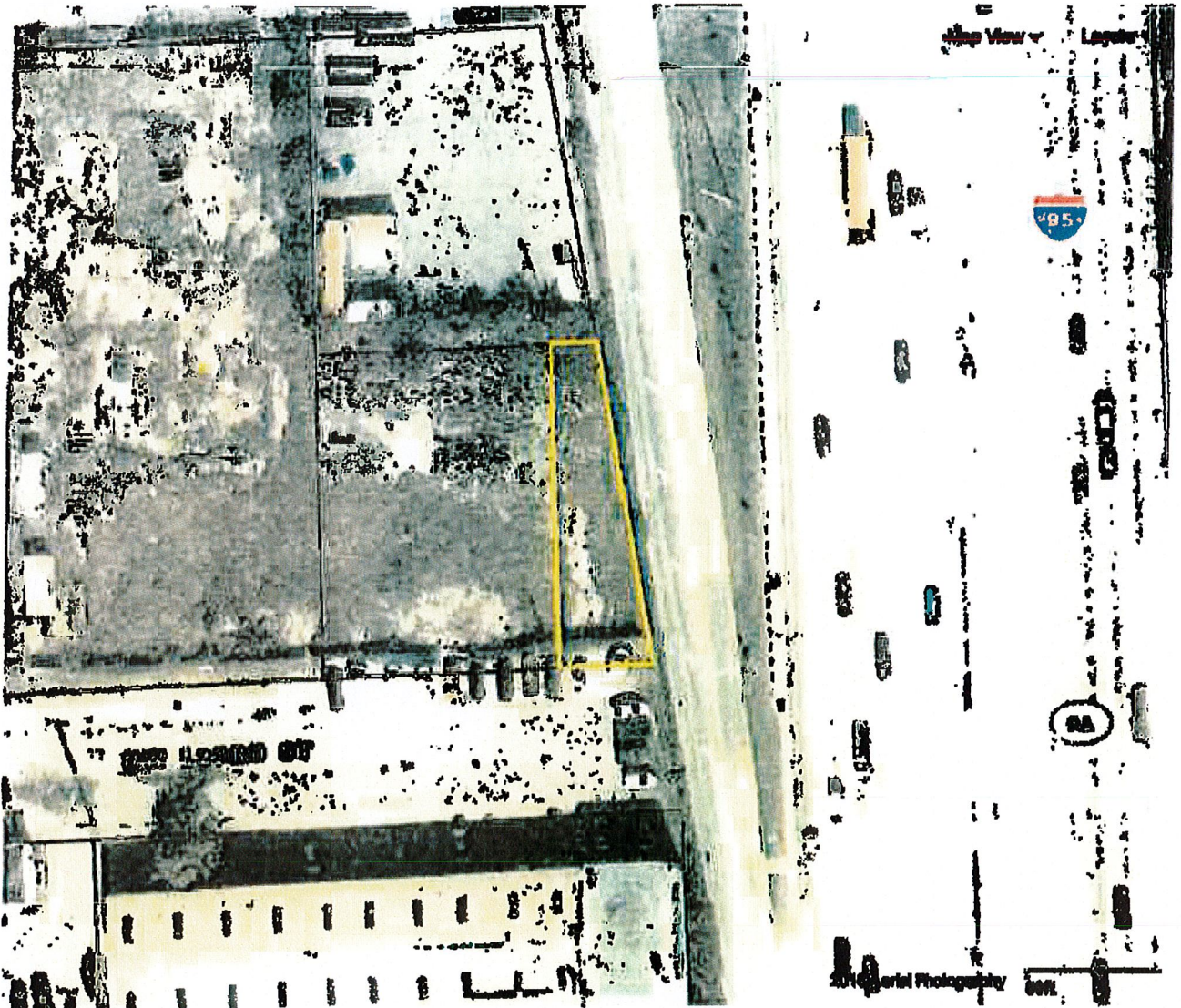
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422379

Property Search Application - Miami-Dade County

Living Area 0
Adjusted Area 0
Lot Size 4,401 Sq.Ft.
Year Built 0



Featured Online Tools

- Comparable Sales
- Non-Ad Valorem Assessments
- Property Record Cards
- Property Taxes

- Glossary
- PA Additional Online Tools
- Property Search Help
- Report Discrepancies

EXHIBIT

“2”

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines, possibly representing the initials 'H' and 'A'.

COMMERCIAL LEASE

PARTIES: Alhambra Heights 645, LLC, 645 NW 123rd Street, North Miami, Florida
(Landlord) agrees to lease to City of North Miami, 776 NE 125 Street, North Miami, Florida (Tenant),
the following described.

PROPERTY: That certain property situated in Miami-Dade County, State of Florida, having a civil street address of 645 NW 123rd Street, North Miami, Florida, as more particularly described on Exhibit A, attached hereto and made a part hereof ("Property").

TERM: An initial Term of Five (5) years; option for second five (5) year Term; option for third five (5) year Term. Each option shall be exercised by Tenant providing written notice to Landlord no more than six (6) months or less than sixty (60) days prior to the end of the then current Term and by the deposit of one month's rent and security deposit for the ensuing Term. Each Term shall be consecutive and subject to the same escalations, inclusive of previous years, cumulatively. "Term" shall include all Terms.

RENT: \$1,600.00 per month, plus sales tax thereon at Miami-Dade rates, with rent escalating by the greater of four (4%) percent, or the Consumer Price Index ("CPI") Miami, Fort Lauderdale, West Palm Beach, each year, whichever is higher, beginning the second year of the Term and each year thereafter. Rent shall be paid in advance on the first day of each month of the Term and provided to Landlord at the place of giving notice to the Landlord.

PROPERTY TAXES: Tenant shall timely pay ad valorem taxes and special assessments.

SECURITY DEPOSIT: Tenant deposits herewith the sum of \$1,600.00 as a Security Deposit equal to one month's rent, to be held by Landlord for the faithful performance of all the terms and conditions of the lease. The Security Deposit will be returned to Tenant at the end of this lease if: (a) all rentals have been paid, (b) the vacated premises are in a clean condition, (c) all abandoned articles belonging to Tenant have been removed, and (d) all keys have been returned. Deductions from the Security Deposit may be made for any damage done to the Property during the term of this lease, reasonable wear and tear excepted.

INSURANCE: Tenant insures for general liability \$1,000,000 per event, \$5,000,000 aggregate, yearly, naming Landlord as co-insured, with certificate delivered yearly at least thirty (30) days before expiration/renewal, with no more than 30-days cancellation clause.

MAINTENANCE: Tenant shall maintain the Property in a neat and clean condition as required by local and state regulations.

EMINENT DOMAIN: If any part of the Property as will make the Property unusable for the purpose herein leased, shall be taken by law, ordinance or regulation for public use, this lease shall terminate at Tenant's election, effective the date possession is taken by the condemning authority, and rental prorated. All compensation awarded for taking of the Property shall belong to Landlord. Any award to Tenant for loss of business or personal property shall belong to Tenant. Neither party shall have any right to any award to the other by any condemning authority.

ASSIGNMENT: Tenant shall not assign, mortgage or pledge this lease without the express written consent of Landlord. Tenant may sublet all or a portion of the Property provided; however, Tenant shall be responsible for any and all damage to the Property, including, but not limited to, environmental damage occasioned in connection with such subletting. Consent of Landlord to one or more assignments, mortgages or pledges shall not operate as a waiver of Landlord's rights as to future assignments, mortgages or pledges.

LAWS: Tenant agrees to comply with all laws, rules and orders of federal, state and municipal governments.

ENTRY: Landlord or its representative(s) shall have the right to enter the Property at all reasonable times to inspect, make repairs, or alterations, make repairs or alterations to adjacent property, or show the Property to prospective purchasers, Tenant or lenders. Tenant shall not be entitled to abatement of the rent by reason thereof. During the last ninety (90) days of the Term of this lease, or any extension thereof, Landlord shall have the right to post for sale or for lease signs on the Property.

DEMOLITION: In the first Term, Tenant, at Tenant's expense, shall demolish and clear property, save and except for items to be identified by Landlord, which items shall be stored on the Property for the Term; Landlord shall credit Tenant with the cost of demolition and clearance, not to exceed, in the aggregate, \$4,000.00, prorated over the first months, 3 through 12 of the Term.

IMPROVEMENTS: Tenant shall have the right to improve the Property with a non-permanent building(s), and such amenities as shall be customarily associated with like-kind non-permanent buildings (e.g. parking areas, walkways, patios, etc.), in Miami-Dade County according to Tenant's use. Provided, however, Tenant shall not construct any permanent buildings on the Property. Landlord shall execute such documents as will reasonably facilitate Tenant's improvements, contemplated herein, as may be required by the South Florida Building Code and related regulatory provisions, provided, furthermore, that such accommodation(s) shall be without cost to the Landlord. Within not less than sixty (60) days prior to the end of this lease, Tenant shall promptly and completely remove all non-permanent buildings and associated improvements and return the Property to Landlord in a clean and code-compliant condition and state.

DEFAULT: The following events shall be deemed to be a default by Tenant: 1) failure to pay any installment of rent, and such failure shall continue for ten (10) days, 2) failure to comply with any provision of this lease, other than the payments of rent, and shall not cure such failure within fifteen (15) days after written notice is sent to Tenant, 3) Tenant becomes insolvent; makes a transfer in fraud to creditors; files a petition under any section of the National Bankruptcy Act; is adjudged bankrupt; has a receiver appointed; deserts or vacates any substantial portion of the property; or does or permits any act which creates a lien on the Property.

Upon the occurrence of any of the above, Landlord may without demand of notice, enter and take possession of the Property, expel or remove all occupants and property found thereon without being liable for damages; may elect to cancel this lease or relet the Property on such terms as Landlord deems advisable and receive the rent therefor, and Tenant agrees to pay Landlord on demand any deficiency and costs incurred. Landlord shall be entitled to all expenses, court costs and reasonable attorney's fees for the collection of any sum due under this lease and the enforcement of this agreement. All past due rentals shall bear interest at the highest rate permitted by the laws of the State of Florida. Landlord is specifically given the right to seek injunctive relief against Tenant in the event of default.

SUBORDINATION: This lease and all rights of Tenant hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the Property or any part thereof, and to any or all renewals, modifications or extensions of any such mortgages. Tenant shall, on demand, execute, acknowledge and deliver to Landlord, with expense proper to subordinate this lease and all rights therein to the lien of any such mortgage or mortgages, and each renewal, modification or extension, and if Tenant shall fail at any time to execute, acknowledge and deliver any such subordination instrument, Landlord, in addition to any other remedies available in consequence thereof, may execute, acknowledge and deliver the same as Tenant's attorney in fact and in Tenant's name.

WAIVER: Acceptance of delinquent rent, or prior waiver of any Landlord's rights hereunder shall not constitute a waiver of Landlord's rights to prompt payment or damages in event of subsequent default or breach of Tenant.

UTILITIES: Tenant agrees to pay for all utilities used on the Property, including electric, gas, water, and waste removal.



NO RECORDATION: Neither this Lease or any certified or non-certified copy hereof shall be recorded in the public records of Miami-Dade County or any county of the State of Florida, without the Landlord's express written consent.

SEVERALBILITY: In the event any part of this lease is declared invalid by a court, the remaining portion shall remain in full force and effect.

NOTICES: All notices required or permitted herein, must be in writing and may be delivered in person, or by mailing to the addresses shown herein, or to the address of the Property of Tenant, by certified mail, return receipt requested. Such notices shall be deemed to be delivered as of the date of posting, whether actually received or not. This Lease contains the entire agreement between the parties hereto, and no agreements, inducements, inducements or promises, oral or otherwise, not a part of this agreement, shall be binding on the parties hereto.

TO LANDLORD:

Alhambra Heights 645, LLC
Attn: Lawrence J. Denmark, Manager
2300 Bayview Lane
Miami, FL. 33181

TO TENANT:

City of North Miami
Attn: John M. Spring, Jr, CPA, City Manager
776 NE 125th Street
North Miami, FL 33161

With Copy to:
Jeff P. H. Cazeau, City Attorney
776 NE 125th Street
North Miami, FL 33161

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPENTENT ADVICE.

EXECUTED in multiple originals this the ____ day of May, 2019.

WITNESSES:

ALHAMBRA HEIGHTS 645, LLC
(Landlord)

(signature)

LAWRENCE J. DENMARK, MANAGER

(printed name)

(signature)

(printed name)

[ADDITIONAL SIGNATURES TO FOLLOW]



WITNESSES:

Audrey McDonald
(signature)

Audrey McDonald
(printed name)

Katia Philippaux
(signature)

Katia Philippaux
(printed name)

CITY OF NORTH MIAMI
(Tenant)

[Signature]
LARRY M. SPRING, JR., CITY MANAGER

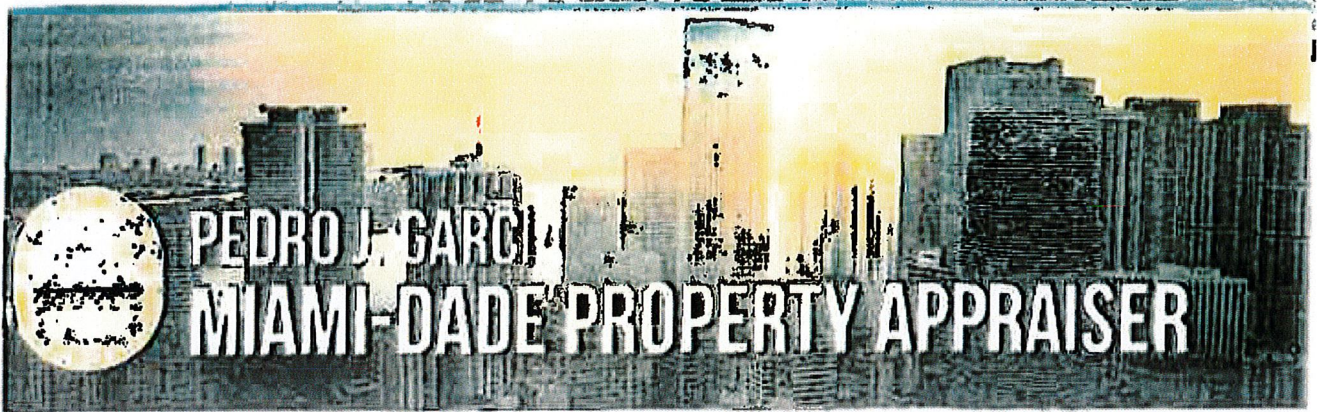
ATTEST:

[Signature]
Vanessa Joseph, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
JEFF B.H. CAZEAU, CITY ATTORNEY

[Signature]



Address Owner Name Folio

SEARCH:

645 nw 123 st

Auto



[Back to Search Results](#)

PROPERTY INFORMATION

Folio: 06-2125-018-1780

Sub-Division:
ALHAMBRA HTS

Property Address
645 NW 123 ST

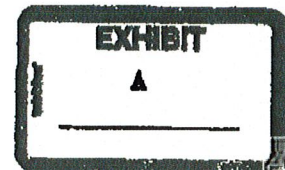
Owner
ALHAMBRA HEIGHTS 645 LLC

Mailing Address
2800 BAYVIEW LN
MIAMI, FL 33181

PA Primary Zone
6001 COMMERCIAL

Primary Land Use
1081 VACANT LAND - COMMERCIAL : VACANT LAND

Beds / Baths / Half	0/0/0
Floors	0
Living Units	0
Actual Area	0



Handwritten signature

EXHIBIT

“3”

LD

COMMERCIAL LEASE

PARTIES: Alhambra Heights 12351, LLC, 12351 NW 7th Avenue, North Miami, Florida
(Landlord) agrees to lease to City of North Miami, 776 NE 125 Street, North Miami, Florida (Tenant),
the following described.

PROPERTY: That certain property situated in Miami-Dade County, State of Florida, having a civil street address of 12351 NW 7th Avenue, North Miami, Florida, as more particularly described on Exhibit A, attached hereto and made a part hereof ("Property").

TERM: An initial Term of Five (5) years; option for second five (5) year Term; option for third five (5) year Term. Each option shall be exercised by Tenant providing written notice to Landlord no more than six (6) months or less than sixty (60) days prior to the end of the then current Term and by the deposit of one month's rent and security deposit for the ensuing Term. Each Term shall be consecutive and subject to the same escalations, inclusive of previous years, cumulatively. "Term" shall include all Terms.

RENT: \$5,840.00 per month, plus sales tax thereon at Miami-Dade rates, with rent escalating by the greater of four (4%) percent, or the Consumer Price Index ("CPI") Miami, Fort Lauderdale, West Palm Beach, each year, whichever is higher, beginning the second year of the Term and each year thereafter. Rent shall be paid in advance on the first day of each month of the Term and provided to Landlord at the place of giving notice to the Landlord.

PROPERTY TAXES: Tenant shall timely pay ad valorem taxes and special assessments.

SECURITY DEPOSIT: Tenant deposits herewith the sum of \$5,840.00 as a Security Deposit equal to one month's rent, to be held by Landlord for the faithful performance of all the terms and conditions of the lease. The Security Deposit will be returned to Tenant at the end of this lease if: (a) all rentals have been paid, (b) the vacated premises are in a clean condition, (c) all abandoned articles belonging to Tenant have been removed, and (d) all keys have been returned. Deductions from the Security Deposit may be made for any damage done to the Property during the term of this lease, reasonable wear and tear excepted.

INSURANCE: Tenant insures for general liability \$1,000,000 per event, \$5,000,000 aggregate, yearly, naming Landlord as co-insured, with certificate delivered yearly at least thirty (30) days before expiration/renewal, with no more than 30-days cancellation clause.

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ENTRY: Landlord or its representative(s) shall have the right to enter the Property at all reasonable times to inspect, make repairs, or alterations, make repairs or alterations to adjacent property, or show the Property to prospective purchasers, Tenant or lenders. Tenant shall not be entitled to abatement of the rent by reason thereof. During the last ninety (90) days of the Term of this lease, or any extension thereof, Landlord shall have the right to post for sale or for lease signs on the Property.

DEMOLITION: In the first Term, Tenant, at Tenant's expense, shall demolish and clear property, save and except for items to be identified by Landlord, which items shall be stored on the Property for the Term; Landlord shall credit Tenant with the cost of demolition and clearance, not to exceed, in the aggregate, \$14,600.00, prorated over the first months, 3 through 12 of the Term.

IMPROVEMENTS: Tenant shall have the right to improve the Property with a non-permanent building(s), and such amenities as shall be customarily associated with like-kind non-permanent buildings (e.g. parking areas, walkways, patios, etc.), in Miami-Dade County according to Tenant's use. Provided, however, Tenant shall not construct any permanent buildings on the Property. Landlord shall execute such documents as will reasonably facilitate Tenant's improvements, contemplated herein, as may be required by the South Florida Building Code and related regulatory provisions, provided, furthermore, that such accommodation(s) shall be without cost to the Landlord. Within not less than sixty (60) days prior to the end of this lease, Tenant shall promptly and completely remove all non-permanent buildings and associated improvements and return the Property to Landlord in a clean and code-compliant condition and state.

DEFAULT: The following events shall be deemed to be a default by Tenant: 1) failure to pay any installment of rent, and such failure shall continue for ten (10) days, 2) failure to comply with any provision of this lease, other than the payments of rent, and shall not cure such failure within fifteen (15) days after written notice is sent to Tenant, 3) Tenant becomes insolvent; makes a transfer in fraud to creditors; files a petition under any section of the National Bankruptcy Act; is adjudged bankrupt; has a receiver appointed; deserts or vacates any substantial portion of the property; or does or permits any act which creates a lien on the Property.

Upon the occurrence of any of the above, Landlord may without demand of notice, enter and take possession of the Property, expel or remove all occupants and property found thereon without being liable for damages; may elect to cancel this lease or relet the Property on such terms as Landlord deems advisable and receive the rent therefor, and Tenant agrees to pay Landlord on demand any deficiency and costs incurred. Landlord shall be entitled to all expenses, court costs and reasonable attorney's fees for the collection of any sum due under this lease and the enforcement of this agreement. All past due rentals shall bear interest at the highest rate permitted by the laws of the State of Florida. Landlord is specifically given the right to seek injunctive relief against Tenant in the event of default.

SUBORDINATION: This lease and all rights of Tenant hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the Property or any part thereof, and to any or all renewals, modifications or extensions of any such mortgages. Tenant shall, on demand, execute, acknowledge and deliver to Landlord, with expense proper to subordinate this lease and all rights therein to the lien of any such mortgage or mortgages, and each renewal, modification or extension, and if Tenant shall fail at any time to execute, acknowledge and deliver any such subordination instrument, Landlord, in addition to any other remedies available in consequence thereof, may execute, acknowledge and deliver the same as Tenant's attorney in fact and in Tenant's name.

WAIVER: Acceptance of delinquent rent, or prior waiver of any Landlord's rights hereunder shall not constitute a waiver of Landlord's rights to prompt payment or damages in event of subsequent default or breach of Tenant.

UTILITIES: Tenant agrees to pay for all utilities used on the Property, including electric, gas, water, and waste removal.



NO RECORDATION: Neither this Lease or any certified or non-certified copy hereof shall be recorded in the public records of Miami-Dade County or any county of the State of Florida, without the Landlord's express written consent.

SEVERALBILITY: In the event any part of this lease is declared invalid by a court, the remaining portion shall remain in full force and effect.

NOTICES: All notices required or permitted herein, must be in writing and may be delivered in person, or by mailing to the addresses shown herein, or to the address of the Property of Tenant, by certified mail, return receipt requested. Such notices shall be deemed to be delivered as of the date of posting, whether actually received or not. This Lease contains the entire agreement between the parties hereto, and no agreements, inducements, inducements or promises, oral or otherwise, not a part of this agreement, shall be binding on the parties hereto.

TO LANDLORD:

Alhambra Heights 12351, LLC
Attn: Lawrence J. Denmark, Manager
2300 Bayview Lane
Miami, FL. 33181

TO TENANT:

City of North Miami
Attn: John M. Spring, Jr. CPA, City Manager
776 NE 125th Street
North Miami, FL 33161

With Copy to:
Jeff P. H. Cazeau, City Attorney
776 NE 125th Street
North Miami, FL 33161

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPENTENT ADVICE.

EXECUTED in multiple originals this the ____ day of May, 2019.

WITNESSES:

ALHAMBRA HEIGHTS 12351, LLC
(Landlord)

(signature)

LAWRENCE J. DENMARK, MANAGER

(printed name)

(signature)

(printed name)



WITNESSES:

Audrea McDonald
(signature)

Audrea McDonald
(printed name)

Katia Philippeaux
(signature)

Katia Philippeaux
(printed name)

CITY OF NORTH MIAMI
(Tenant)

Larry M. Spring, Jr.
LARRY M. SPRING, JR., CITY MANAGER

ATTEST:

VANESSA JOSEPH
VANESSA JOSEPH, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jeff P.H. Cazeau
JEFF P.H. CAZEAU, CITY ATTORNEY

Handwritten signature



Address Owner Name Folio

SEARCH:

12851 nw 7th ave

Site



[Back to Search Results](#)

PROPERTY INFORMATION

Folio: 05-2126-018-1830

**Sub-Division:
ALHAMBRA HTS**

**Property Address
12851 NW 7 AVE**

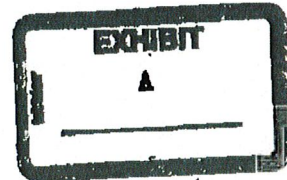
**Owner
ALHAMBRA HEIGHTS 12851 LLC**

**Mailing Address
2200 BAYVIEW LN
MIAMI, FL 33181**

**PA Primary Zone
6801 COMMERCIAL**

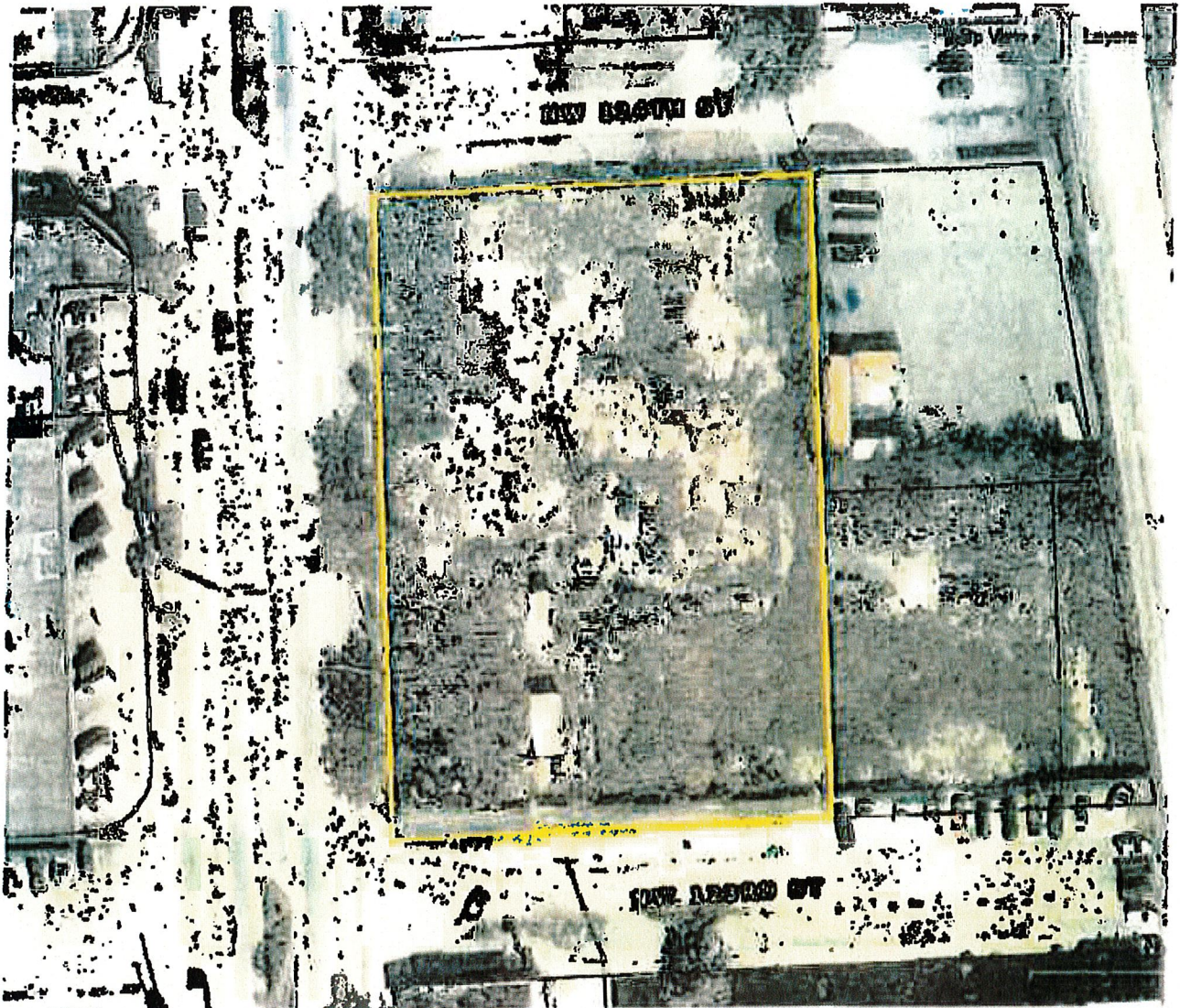
**Primary Land Use
1000 VACANT LAND - COMMERCIAL : EXTRA FEA OTHER THAN PARKING**

Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0



Handwritten signature

Living Area	0
Adjusted Area	0
Lot Size	46,083 Sq.Ft
Year Built	0



Featured Online Tools

- Comparable Sales
- Non-Ad Valorem Assessments
- Property Record Cards
- Property Taxes

- Glossary
- FA Additional Online Tools
- Property Search Help
- Report Discrepancies

EXHIBIT

“4”

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines.

This instrument prepared by:
James C. Brady, Esq.
Saul Ewing Arnstein & Lehr LLP
200 E. Las Olas Blvd., #1000
Fort Lauderdale, FL 33301

LIMITED GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS:


That City of North Miami, first party, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, received from or on behalf Alhambra Heights 635, LLC, Alhambra Heights 645, LLC and Alhambra Heights 12351, LLC, second parties, as well as their respective principals, managers, directors, officers, employees and agents, second parties, the receipt and sufficiency of which is hereby acknowledged,

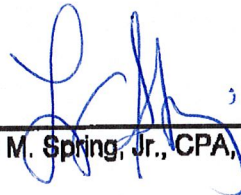
HEREBY remises, releases, acquits, satisfies and forever discharges the said second parties, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any successor, or assign of said first party, hereafter can, shall or may have, against said second parties, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of these presents and, in particular, but not by way of limitation, first party releases second parties from any and all liability, whatsoever kind or nature, in connection with City of North Miami v. Alhambra Heights 635, LLC, Code Enforcement Case No. CEJNK-2015-00055, and 11th Judicial Circuit Court Case No. 2017-028500 CA 01 (15), City of North Miami v. Alhambra Heights 645, LLC Code Enforcement Case Nos. CEAPV-2014-00008, CTJNK-2014-00012, CEJNK-2014-00128, and CENUS-2015-00052, and 11th Judicial Circuit Court Case No. 2017-028545 CA 01 (58), and City of North Miami v. Alhambra Heights 12351, LLC, Code Enforcement Case Nos. CELSC-2015-00002, CEAPV-2014-00005, CENUS-2015-00050, and SDCVT-2015-00256, and 11th Judicial Circuit Case No. 2017-028504 CA 01 (31), excluding accrued, but unpaid, ad valorem taxes.

IN WITNESS WHEREOF, the first party has hereunto set its hand and seal this ___ day of May, 2019.

CITY OF NORTH MIAMI

ATTEST:


Vanessa Joseph, City Clerk

BY: 
Larry M. Spring, Jr., CPA, City Manager

APPROVED AS TO FORM AND:
LEGAL SUFFICIENCY


Jeff P.H. Cazeau, City Attorney

