

SETTLEMENT AGREEMENT REGARDING BEL HOUSE APARTMENTS

This Settlement Agreement Regarding Bel House Apartments (“Agreement”) is made as of the 21 day of October 2025, by and between the CITY OF NORTH MIAMI, a Florida municipal corporation (“City”), located at 776 NE 125th St., North Miami, FL 33161-5654; and RUDG-LHHA BEL HOUSE, LLC (“Owner”) and LITTLE HAITI HOUSING ASSOCIATION, INC. (“Lender”), both of which are located at 8400 NE 2nd Ave., Miami, FL 33139-3804; and both of whose mailing address is P.O. Box 380474-0474, Miami, FL 33238, collectively, the “Parties”.

RECITALS

WHEREAS, the City provided a loan to Bel House Apartments, LLP, under the terms of a Multi-Family Rental Rehabilitation Loan Program Agreement Between the City of North Miami and Bel House Apartments, L.L.P, dated July 10, 2006, and associated loan documents, for a property known as Bel House Apartments, located at 13925 and 13990 NE 6 Ave., North Miami, Florida (“Property”);

WHEREAS, the City’s interest is secured by a Mortgage and Security Agreement, in the original principal amount of \$550,000, recorded on July 29, 2006; in Official Records Book 24768, at Page 3676 (“City’s Mortgage”);

WHEREAS, the Loan Documents were assigned to and assumed by Owner, under the terms of an Assignment and Assumption of Multi-Family Rental Rehabilitation Loan Program Agreement Between the City of North Miami, Bel House Apartments, LLP, and RUDG-LHHA Bel House, LLC, dated December 28, 2010 (the original loan documents and the assignment and assumption agreement are collectively referred to as “Loan Documents”);

WHEREAS, the debt pursuant to the Loan Documents matured and became due and payable on July 31, 2021;

WHEREAS, the City sent the Owner a formal demand for payment on July 1, 2024, but no payment has been made;

WHEREAS, the City sent the Owner a final demand for payment on July 3, 2025, informing the Owner that unless payment was made within ten days, the City would commence foreclosure proceedings;

WHEREAS, the Lender has an interest, in the form of a Mortgage, Security Agreement, and Fixture Filing, in the original principal amount of \$737,813.36, recorded on February 1, 2013, in Official Records Book 28471, at Page 1925 (“Lender’s Mortgage”), that is junior and inferior to the City Mortgage;

WHEREAS, the Parties would like to settle this matter amicably and have agreed that the City will postpone filing its foreclosure action and the Owner will repay the debt to the City in full by a date certain;

NOW, THEREFORE, in consideration of the premises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. **Recitals.** The Parties represent and warrant that each and all of the foregoing recitations are true and correct and are incorporated herein by this reference and made a part of this Agreement for all purposes.
2. **Consideration.** In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, including, but not limited to, the City postponing any legal action regarding the subject matter of this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to resolve the claims, dispute, and causes of action relating to the subject matter of this Agreement.
3. **Acknowledgment of the Debt.** The Owner acknowledges and affirms that, according to the terms of the Loan Documents, the loan amount of Five Hundred and Fifty Thousand Dollars (\$550,000.00) (“Principal”) was to be repaid in full by July 31, 2021, along with any accrued and unpaid interest. The Owner further acknowledges that, as of July 3, 2025, the amount due and payable, including the default interest of four percent (4%) per annum, was Six Hundred Thirty-Six Thousand Three Hundred Ten Dollars and Ninety-Nine Cents (\$636,310.99) (“Debt”). The Owner agrees that this amount includes a principal balance of \$550,000.00, and default interest of 4% per annum from 8-1-21 to 7-3-25 in the amount of \$86,310.99 (“Interest”). The Owner further acknowledges that the Debt will accrue additional interest in the amount of \$60.27 per day (“Additional Accrued Interest”) until the total amount due is paid.
4. **Payment of the Debt.** The Owner agrees to pay the full Principal amount of the Debt of \$550,000, in addition to the City’s attorney’s fees and costs of \$6,250, for a total payment of \$556,250, on or before 60 days from the date of this Agreement and, in any case no later than December 31, 2025. The City agrees to waive the Interest and any Additional Accrued Interest, provided that the Owner does not commit a breach of this Agreement. The Owner shall make the payment in secured funds or an attorney trust account check payable to the City of North Miami. The payments shall be mailed overnight or hand-delivered to City of North Miami, City Attorney’s Office, 776 NE 125th St., North Miami, FL 33161-5654, Attn: Jennifer L. Warren, Deputy City Attorney. A copy of the payment shall be sent simultaneously via email to JWarren@northmiamifl.gov and alp@alp-law.com; and any other addresses that the City designates in writing.
5. **Postponement of the foreclosure action.** The City agrees not to file its foreclosure action prior to December 31, 2025.
6. **Release of mortgage.** The City agrees to provide a release of the City Mortgage, within 30 days of the date that the Debt is paid in full pursuant to the terms of this Agreement, or at the closing of any refinancing of the Debt, if required by the lender.
7. **Breach.** In the event of a breach of this Agreement, (a) the City may take whatever action it wishes to enforce the Loan Documents, including, but not limited to, filing an action to foreclose on the City Mortgage, without further notice to the Owner or Lender; and (b) the City will also be entitled to the Interest and any Additional Accrued Interest that was otherwise waived in this Agreement.
8. **Waiver of all defenses to foreclosure.** The Owner and Lender agree that they will not assert any defenses whatsoever, whether in equity or at law, to an action to foreclose on the

Property, the City Mortgage, and the Lender's Mortgage, provided there has been no default by the City under this Agreement. The Owner and Lender further agree that they will not file any motions or take or fail to take any action that will in any way hinder or delay the entry of an immediate judgment of foreclosure. The Owner and Lender agree to accept service of process of any complaint filed to foreclose on the Property or otherwise enforce this Agreement, via email to their counsel, Wynnora Wilson, at wwilson@legalservicesmiami.org below, and that the City shall be entitled to entry, forthwith, of a judgment of foreclosure and to otherwise enforce this Agreement, upon the filing of a verified motion for judgement, with a copy to the Owner and Lender's counsel, stating that the Debt has not been paid in full, pursuant to the terms of this Agreement. The Owner, nevertheless, shall have the right to challenge any award of attorney's fees and costs as unreasonable, if the parties cannot agree that the fees and costs are reasonable.

9. ***Time is of the essence.*** Time is of the Essence of this Agreement. The Owner shall perform all obligations pursuant to this Agreement promptly and timely.
10. ***Attorney's Fees and Costs and Default.*** Except as otherwise provided in this Agreement, each party shall bear its own attorney's fees and costs. Nevertheless, in the event that any party to this Agreement defaults in its obligations, the party in default (the non-complying party) shall be liable to the non-defaulting party for all reasonable expenses incurred, including attorney's fees and costs, for enforcement or interpretation of the obligations created by this Agreement, regardless of whether suit is filed or whether the parties reach an agreement prior to attending a final hearing for enforcement, and or contempt and including any appellate or bankruptcy costs and attorney's fees, including any fees and costs expended in determining the amount of attorney's fees and costs.
11. ***Waiver and Release.*** The Owner and Lender for themselves, and for their members, property owners, officers, directors, employees, subcontractors, agents, representatives, successors, assigns, and any other individual or entity who may attempt to sue on the Owner or Lender's behalf, hereby unequivocally agree to forever discharge, release, waive, and hold harmless the City, its officers, whether elected or appointed, directors, employees, attorneys, contractors, agents, representatives, and all other persons, entities, organizations and corporations affiliated therewith (all of whom collectively constitute the "City's Released Parties"), from and against any and all claims, suits, causes of action, enforcement actions, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and from any judgments, orders or decrees entered thereon or resulting therefrom, for any loss of profits, or any other liability, loss, cost or expense of whatever kind and premised on whatsoever theory of liability, including, but not limited to, reasonable attorneys' fees and costs (all of which collectively constitute "Waived Claims"), arising out of, resulting from, relating to, incidental to, or in any way connected to this Agreement, provided there is no breach of this Agreement by the City.
12. ***No Waiver of Enforcement.*** The failure to enforce any provision of this Agreement or seek any remedy upon any event of default shall not be considered a waiver by the City to seek enforcement or elect a remedy for any future default.
13. ***Entire Agreement, Entered into Voluntarily.*** The Parties agree that this Agreement constitutes their entire and final understanding and agreement with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous negotiations,

promises, covenants, agreements or representations concerning all matters directly, indirectly or collaterally related to the subject matter of this Agreement. *Notwithstanding the foregoing, nothing in this Agreement shall supersede or in any way affect the City's ability to enforce the Loan Documents.* The undersigned declare and represent that no promise, inducement, or agreement not herein expressed have been made to the undersigned, and that the terms of this Agreement are contractual and not mere recitals. The undersigned further state that each has carefully read the foregoing Agreement, knows and understands the contents thereof, has had an opportunity to consult with counsel, and signs this Agreement as a free and voluntary act.

14. **Amendments.** The Parties agree that this Agreement cannot be amended or modified except in writing executed by all parties hereto.
15. **Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same Agreement. Electronic, PDF, and facsimile signatures are binding as originals. All signatures are deemed to have been executed in Miami-Dade County, Florida.
16. **Authority.** The Owner and Lender certify that the person(s) signing on behalf of the Owner and Lender has(have) full authority to execute this Agreement without further action from the Owner and Lender. Upon execution, this Agreement shall be binding on the Owner and Lender.
17. **Compliance with Applicable Law.** The laws of the State of Florida shall govern this Agreement and venue for any litigation hereunder shall be in Miami-Dade County, Florida. The Owner agrees to comply with all applicable federal, state, and local law in performing in duties under this Agreement.
18. **Invalidity of Provision.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
19. **WAIVER OF TRIAL BY JURY. IT IS MUTUALLY AGREED BY AND BETWEEN THE RESPECTIVE PARTIES THAT THEY HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES HERETO AGAINST ANY OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.**
20. **Date Of Agreement.** The date of this Agreement is the date the last signatory signs it.

[SIGNATURE PAGE TO FOLLOW]

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EXHIBIT A
LEGAL DESCRIPTION

Lots 7 and 8, Block 8, Rucks Park according to the Plat thereof, as recorded in Plat Book 44 Page 97, of the Public Records of Miami-Dade County, Florida.; and


Lots 1,2,7 and 8, Block 10, Rucks Park, according to the Plat thereof, as recorded at Plat Book 44, Page 97, of the Public Records of Miami-Dade County, Florida.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence thereof:


FOR THE OWNER AND LENDER:


RUDG-LHHA BEL HOUSE, LLC, ("Owner")
a Florida limited liability company
8400 NE 2nd Ave., Miami, FL 33139-3804
BY: LITTLE HAITI HOUSING ASSOCIATION, LLC ("Lender")
A Florida limited liability company, Manager

Signature: 
Name (Printed): Jean Garnier Bellizaire
Title: TREASURER
Date: 10/21/2025


Witness: _____
Signature: 
Printed: KEIR ROCHA
Date: 10/21/2025

FOR THE CITY:

I
By: 
Vanessa Joseph, Esq.
City Clerk

By: 
Theresa Therilus, Esq.
City Manager

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

By: 
Jeff P. H. Cazeau
City Attorney