

Case No. CE13042062
CE13042075
CE13042079
CE13042104
CE13042103
CE13042083
CE13042085
CE13042100
CE13042097
CE13042087

CITY OF FORT LAUDERDALE

Petitioner,

v.

WORLD JET, INC.,

Respondent. _____ /

LIEN SETTLEMENT AGREEMENT

This Lien Settlement Agreement (the “Agreement”), made and entered into as of this ___ day of _____, 2017, by and between CITY OF FORT LAUDERDALE (the “City”) and WORLD JET, INC., a Florida corporation located at 1020 N.W. 62nd Street, Fort Lauderdale, FL 33309 (hereinafter referred to as “World Jet”),

WHEREAS World Jet is the lessee of real property owned by the City - Parcels 11ABC and 8CE at the Fort Lauderdale Executive Airport (hereinafter collectively referred to as the “Subject Property”); and

WHEREAS, the City brought a code enforcement action against World Jet, case number CE13042062, for code enforcement violations on the Subject Property; and

WHEREAS, the City brought a code enforcement action against World Jet, case number CE13042075, for code enforcement violations on the Subject Property; and

WHEREAS, the City recorded a code enforcement lien in Case number CE13042079, in the Public Records of Broward County, Book 51181, Page 1888, against World Jet for code enforcement violations on the Subject Property; and

WHEREAS, the City recorded a code enforcement lien in Case number CE13042104, in the Public Records of Broward County, Book 51181, Page 1890, against World Jet for code enforcement violations on the Subject Property; and

WHEREAS, the City recorded a code enforcement lien in Case number CE13042103, in the Public Records of Broward County, Book 51181, Page 1892, against World Jet for code enforcement violations on the Subject Property; and

WHEREAS, the City recorded a code enforcement lien in Case number CE13042085, in the Public Records of Broward County, Book 51181, Page 1896, against World Jet for code enforcement violations on the Subject Property; and

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WHEREAS, the City recorded a code enforcement lien in Case number CE130420783 in the Public Records of Broward County, Book 51181, Page 1894, against WORLD JET for code enforcement violations on the Subject Property; and

WHEREAS, the City recorded a code enforcement lien in Case number CE13042100, in the Public Records of Broward County, Book 51181, Page 1898, against World Jet for code enforcement violations on the Subject Property; and

WHEREAS, the City recorded a code enforcement lien in Case number CE13042097, in the Public Records of Broward County, Book 51181, Page 1900, against World Jet for code enforcement violations on the Subject Property; and

WHEREAS, the City recorded a code enforcement lien in Case number CE13042087, in the Public Records of Broward County, Book 51181, Page 1902, against World Jet for code enforcement violations on the Subject Property; and

WHEREAS, World Jet has remedied the code violations that are the subject of the above-referenced Code Enforcement Cases on the Subject Property and the parties desire to settle the outstanding fines and code liens recorded against World Jet;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is agreed to and acknowledged by World Jet and the City, the following are the terms and conditions of the lien settlement:

1. World Jet shall execute this Agreement within seven (7) calendar days from the City Commission authorizing execution hereof, and, in the event World Jet fails to timely execute this Agreement, the Agreement shall automatically become null and void and of no further force and effect.

2. The City shall receive from World Jet, in the form of a cashier's check or money order made payable to the City of Fort Lauderdale, the total sum of Three Hundred Nineteen Thousand Six Hundred Fifty Dollars (\$319,650.00) by close of business on August 14, 2017. Further, upon receipt of said Three Hundred Nineteen Thousand Six Hundred Fifty Dollars (\$319,650.00), the City shall provide to World Jet, releases for the code enforcement liens, to be recorded by World Jet; the releases will be delivered within fourteen (14) days of the City's receipt of the funds.

3. At any time, if World Jet fails to adhere to the conditions of this Lien Settlement Agreement, the City shall reinstate the code enforcement liens against World Jet and record said liens in the Public Record of Broward County, which liens shall remain against World Jet until the code violations are fully complied with and the total amount of the liens are paid in full. There shall be no reduction of liens and the fines shall continue to accrue at the daily rates previously set forth therein.

4. Upon execution of the Agreement by all Parties, the Agreement will be recorded in the Public Records of Broward County, Florida.

5. The parties herein have had an opportunity to review this Agreement, had the benefit of advice of legal counsel of their choice and know and fully understand the contents hereof and sign this Lien Settlement Agreement of their own voluntary free act without any coercion.

6. This Lien Settlement Agreement may not be assigned, sold, pledged, hypothecated or encumbered, in whole or in part, without the prior approval of the City of Fort Lauderdale City Commission.

7. The Lien Settlement Agreement sets forth in full the terms of the Agreement among the parties concerning the above-referenced code violation matters and is intended as the full, completed and exclusive Agreement, governing the relationship between the Parties, with respect thereto, superseding all other discussions, promises, representations, agreements and understanding among the parties with respect thereto.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE

Witness

By _____
Mayor

Print name

Witness

By _____
City Manager

Print name

(CORPORATE SEAL)

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

RL

WITNESSES:

Jessica Griffin
Witness
Jessica Griffin
Print name

WORLD JET, INC.

By: [Signature]
President

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 18th day of August, 2017, by REGINALD D. WHITFIELD He is personally known to me or has produced DRIVERS LICENSE as identification.

(SEAL)



[Signature]

Notary Public, State of Florida (Signature of Notary taking Acknowledgment)

REGIANE F. SOTTO

Name of Notary Typed, Printed or Stamped

My Commission Expires: 7/7/2020

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Commission Number