

5-5-15
CM-14
REVISED
EXHIBIT
/

CITY OF FORT LAUDERDALE,
Petitioner,
v.

Case No. CE03011505
Case No. CE06081314
Case No. CE09082443
Case No. CE11032272
Case No. CE11041722
Case No. CE12100232
Case No. CE13060443
Case No. CE13090980
Case No. CE13091092
Case No. CE13110162
Case No. CE14061084

CHRISTINE EDWARDS,
Respondent. _____ /

LIEN SETTLEMENT AGREEMENT

This Lien Settlement Agreement (the "Agreement"), made and entered into as of this ____ day of _____, 2015, by and between CHRISTINE EDWARDS (hereinafter referred to as "OWNER") who is the owner of real and improved property located at 1621 NW 26th Avenue, Fort Lauderdale, Florida 33311 (hereinafter referred to as "SUBJECT PROPERTY"), SUNNY RENTALS CORP (hereinafter referred to as "BUYER") and the CITY OF FORT LAUDERDALE;

WHEREAS, OWNER has executed a contract to sell the SUBJECT PROPERTY to BUYER under certain terms and conditions; and

WHEREAS, the City of Fort Lauderdale recorded a code enforcement lien in Case number **CE03011505** in the Public Records of Broward County, **Book 43756, Pages 70-71**, against OWNER for code enforcement violations against SUBJECT PROPERTY for failure to comply with City of Fort Lauderdale code violation section 9-306; and

WHEREAS, the above referenced code violation is in compliance and fines accrued are to date \$13,875.00; and

WHEREAS, the City of Fort Lauderdale recorded a code enforcement lien in Case number **CE06081314** in the Public Records of Broward County, **Book 43897, Pages 1126-1127**, against OWNER for code enforcement violations against SUBJECT PROPERTY for failure to comply with City of Fort Lauderdale code violation sections 9-278(g), 9-280(b), and 9-306; and

WHEREAS, the above referenced code violations are in compliance and fines accrued are to date \$29,075.00; and

WHEREAS, the City of Fort Lauderdale recorded a code enforcement lien in Case number **CE09082443** in the Public Records of Broward County, **Book 46836, Pages 1748-1776**, against OWNER for code enforcement violations against SUBJECT PROPERTY for failure to comply with City of Fort Lauderdale code violation section 18-12(a); and

WHEREAS, the above referenced code violations are in compliance. The amount currently due and is owing is \$375.70; and

WHEREAS, the City of Fort Lauderdale recorded two code enforcement liens in Case number **CE11032272** in the Public Records of Broward County, **Book 48861, Page 1631**; and **Book 48112, Page 1**, against OWNER for code enforcement violations against SUBJECT PROPERTY for failure to comply with FBC(2007) sections 115.1.1, 115.1.3, 115.2.1.2.1, and FBC(2007)115.2.1.2.2; and

WHEREAS, the above referenced code violations are in compliance. The amount currently due and is owing is \$873.33 and \$468.89; and

WHEREAS, the City of Fort Lauderdale recorded a code enforcement lien in Case number **CE11041722** in the Public Records of Broward County, **Book 48421, Pages 1722-1723**, against OWNER for code enforcement violations against SUBJECT PROPERTY for failure to comply with City of Fort Lauderdale code violation section 9-306; and

WHEREAS, the above referenced code violation is not in compliance and fines continue to accrue at a rate of \$25.00 per day per violation; and

WHEREAS, the City of Fort Lauderdale recorded a code enforcement lien in Case number **CE12100232** in the Public Records of Broward County, **Book 51117, Pages 1312-1319**, against OWNER for code enforcement violations against SUBJECT PROPERTY for failure to comply with City of Fort Lauderdale code violation section 18-12(a); and

WHEREAS, the above referenced code violation is in compliance. The amount currently due and is owing is \$254.86; and

WHEREAS, the City of Fort Lauderdale recorded a code enforcement lien in Case number **CE13060443** in the Public Records of Broward County, **Book 51117, Pages 1312-1319**, against OWNER for code enforcement violations against SUBJECT PROPERTY for failure to comply with City of Fort Lauderdale code violation section 18-12(a); and

WHEREAS, the above referenced code violations is in compliance. The amount currently due and is owing is \$287.19; and

WHEREAS, the City of Fort Lauderdale recorded a code enforcement lien in Case number **CE13090980** in the Public Records of Broward County, **Book 51304, Pages 1546-1554**, against OWNER for code enforcement violations against SUBJECT PROPERTY for failure to comply with City of Fort Lauderdale code violation section 18-12(a); and

WHEREAS, the above referenced code violations is in compliance. The amount currently due and is owing is \$296.58; and

WHEREAS, the City of Fort Lauderdale recorded a code enforcement lien in Case number **CE13091092** in the Public Records of Broward County, **Book 50573, Pages 767-768**, against OWNER for code enforcement violations against SUBJECT PROPERTY for failure to comply with City of Fort Lauderdale code violation section 9-280(b); and

WHEREAS, the above referenced code violations are in compliance and fines accrued are to date \$8,150.00; and

WHEREAS, the City of Fort Lauderdale recorded a code enforcement lien in Case number **CE13110162** in the Public Records of Broward County, **Book 51117, Pages 1312-1319**, against OWNER for code enforcement violations against SUBJECT PROPERTY for failure to comply with City of Fort Lauderdale code violation section 18-12(a); and

WHEREAS, the above referenced code violations is in compliance. The amount currently due and is owing is \$307.36; and

WHEREAS, the City of Fort Lauderdale recorded a code enforcement lien in Case number **CE14061084** in the Public Records of Broward County, **Book 51341, Page 602**, against OWNER for code enforcement violations against SUBJECT PROPERTY for failure to comply with FBC(2010) sections 116.1.1, 116.2.1.1.1, and FBC(2010) 116.2.1.2.1; and

WHEREAS, the above referenced code violation is not in compliance. The amount currently due and is owing is \$589.14; and

WHEREAS, OWNER and BUYER have requested that the City of Fort Lauderdale mitigate the above-referenced Code Enforcement Cases on the SUBJECT PROPERTY in order to complete the purchase and sale of SUBJECT PROPERTY and commence the plan of rehabilitation to the SUBJECT PROPERTY; and

WHEREAS, OWNER and BUYER acknowledge that the SUBJECT PROPERTY will not be homestead property until all the conditions of this Lien Settlement Agreement are met by the Parties; and

NOW, for good and valuable consideration, the sufficiency of which is agreed to and acknowledged by the OWNER, BUYER, and City of Fort Lauderdale, the following are the terms and conditions of the lien settlement:

1. The City of Fort Lauderdale shall receive, in the form of a cashier's check or money order, made payable to the City of Fort Lauderdale, the total sum of twenty-five thousand dollars (\$25,000.00) upon execution of this Lien Settlement Agreement for payment of the following Code Enforcement cases: CE03011505, CE06081314, CE09082443, CE11032272, CE11041722, CE12100232, CE13060443, CE13090980, CE13091092, CE13110162, and CE14061084. Payment will be made by the BUYER. Further, upon receipt of said twenty-five thousand dollars (\$25,000.00), and the ten thousand dollars (\$10,000.00) described in paragraph 2 below, the City of Fort Lauderdale shall provide, to the OWNER or BUYER a satisfaction of release of all twelve (12) code enforcement liens, to be recorded by BUYER's title company at the subsequent purchase and sale closing, within fourteen (14) days, file a satisfaction release

- ~~1a. The City of Fort Lauderdale agrees to release also any and all other recorded or unrecorded Code liens inadvertently overlooked, prior to the same fourteen day period as described in paragraph 1 above.~~
2. Also upon execution of this Lien Settlement Agreement, the City of Fort Lauderdale shall receive in the form of a cashier's check or money order, made payable to the City of Fort Lauderdale the total sum of ten thousand dollars (\$10,000.00) which shall be held in escrow by the City for one hundred twenty (120) days. The Escrow Payment will be made by the Buyer. If the BUYER completes all site improvements and otherwise fully complies with the terms of this Agreement, said sum will be remitted back to the BUYER. If the site improvements are not completed within the minimum one hundred twenty (120) day time frame or the maximum one hundred fifty (150) day time frame (see paragraph 6 below), the ten thousand dollars (\$10,000.00) will be forfeited to the City and the liens will be reinstated to the original and full amounts.
 3. OWNER and/or BUYER shall within five (5) calendar days secure the structure on the SUBJECT PROPERTY and clean and maintain the SUBJECT PROPERTY in compliance with the City of Fort Lauderdale maintenance requirements under Chapter 18 of the Code of Ordinances of the City of Fort Lauderdale and continue to secure and maintain the SUBJECT PROPERTY during the pendency of this Agreement.
 4. The OWNER and BUYER shall close on the sale and purchase of the SUBJECT PROPERTY within thirty (30) days of the City Commission's authorization to execute the agreement. If the closing on the sale of the property is not completed within the thirty (30) days, fines and liens revert to the original amount and liens are recorded against the property. If the closing must be delayed due to circumstances beyond the control of the BUYER, a written request will be submitted to the City, before the expiration of the thirty (30) days, describing the reasons and the requested change in the closing date. If the closing does not or cannot occur due to circumstances beyond the control of the BUYER, the Lien Settlement Agreement shall become null and void and all Agreement monies paid to the City by the BUYER shall be returned within 14 business days.
 5. The OWNER and/or BUYER acknowledge that proper permits must be obtained for any and all work that requires a City issued permit prior to the undertaking of said work.
 6. Within one hundred twenty (120) days following the closing of the SUBJECT PROPERTY, BUYER shall have completed the rehabilitation and renovation of the SUBJECT PROPERTY as specified in EXHIBIT A of this agreement. If, however, BUYER has not completed all of the prescribed work within said one hundred twenty (120) days, due to acts of God or delays caused by the City to issue the required permits, and has been diligently performing the foregoing, BUYER may request a

reasonable extension of time of no more than thirty (30) days to complete the foregoing and the City of Fort Lauderdale shall grant the same. BUYER's request must be made in writing prior to the expiration of the one hundred twenty (120) days and contain an explanation for the extension request.

7. At any time, if the OWNER and/or BUYER fail to adhere to the conditions of this Lien Settlement Agreement, the City of Fort Lauderdale shall reinstate the code enforcement liens in Case Nos. CE03011505, CE06081314, CE09082443, CE11032272, CE11041722, CE12100232, CE13060443, CE13090980, CE13091092, CE13110162, and CE14061084 on the SUBJECT PROPERTY and record said liens in the Public Record of Broward County, which liens shall remain against the OWNER and SUBJECT PROPERTY until the code violations are fully complied 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.
8. Upon execution of the Agreement by all Parties, the Agreement will be recorded in the Public Records of Broward County, Florida.
9. The parties herein have had an opportunity to review this Lien Settlement 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.
10. 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.
11. The Lien Settlement Agreement sets forth in full the terms of the Agreement among the parties 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.

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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

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WITNESSES:

OWNER

CHRISTINE EDWARDS

Witness

By: _____

RICHARD E. CONNER

Attorney in Fact

Print name

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by RICHARD E. CONNER as Attorney in Fact for CHRISTINE EDWARDS. He is personally known to me or has produced _____ as identification.

(SEAL)

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

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

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SEE PDF OF SIGNATURE PAGE

WITNESSES:

BUYER

Sunny Rentals Corp

Witness

By: _____

Bradley M. Coleman

Print Name

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by BRADLEY M. COLEMAN, as _____, of Sunny Rentals Corp on behalf of the corporation. He is personally known to me or has produced _____ as identification.

(SEAL)

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

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number