

CITY OF FORT LAUDERDALE,
Petitioner,

Case No. CE11052402
Code Enforcement Board

v.

DORI RIFKIN,
Respondent. /

LIEN SETTLEMENT AGREEMENT

WHEREAS, Dori Rifkin (hereinafter referred to as "OWNER") is the owner of real and improved property located at 744 NE 16 Avenue (hereinafter referred to as "SUBJECT PROPERTY"), Fort Lauderdale, Florida, and has executed a purchase and sale agreement to sell the subject property to Stephen M. Figlmiller (hereinafter referred to as "BUYER") under certain terms and conditions; and

WHEREAS, BUYER has executed a purchase and sale agreement to buy SUBJECT PROPERTY from OWNER under certain terms and conditions; and

WHEREAS, the City of Fort Lauderdale recorded a code enforcement board lien in Case number CE11052402 on or about December 2, 2011 in the Official Public Records of Broward County, Book 48341, Pages 385-386, against OWNER for code enforcement violations against SUBJECT PROPERTY; and

WHEREAS, the above referenced code enforcement violations are not in compliance and fines continue to accrue at a rate of \$75.00 per day per violation to which three (3) violations currently remain; and

WHEREAS, OWNER and BUYER have requested that the City of Fort Lauderdale reduce its above referenced code enforcement lien to \$14,000.00 on SUBJECT PROPERTY in order to complete the purchase and sale of SUBJECT PROPERTY under certain terms and conditions; and

WHEREAS, OWNER AND BUYER acknowledge that the SUBJECT PROPERTY is not homestead property and will not request homestead property approval 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 by the OWNER, BUYER and City of Fort Lauderdale, the following are the terms and conditions of the lien settlement:

1. 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 sum of fourteen thousand (\$14,000.00) dollars at the closing of the SUBJECT PROPERTY in full satisfaction the code enforcement lien pursuant to the terms and conditions of this lien settlement agreement. Upon receipt recorded of the cashier's check or money order in the amount of fourteen thousand (\$14,000.00) dollars, City of Fort Lauderdale will provide a release of code enforcement lien to OWNER, subject to the terms and conditions of this lien settlement agreement, and record the release in the Official Public Records of Broward County.

2. Within ninety (90) days following the closing of the SUBJECT PROPERTY, all required permits shall be obtained and all code violations on the SUBJECT PROPERTY shall be fully complied by the BUYER as evidenced by an inspection of the SUBJECT PROPERTY by a City of Fort Lauderdale code inspector.

3. 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 lien on the property and record said code enforcement lien in the Public Records of Broward County, which lien shall remain against OWNER and SUBJECT PROPERTY until the code violations are fully complied and the total amount of the lien paid in full. Credit shall be given for the payment of the sum of fourteen thousand (\$14,000.00) dollars referenced herein above toward the reinstated code enforcement lien on the subject property and be considered a partial payment of the reinstated code enforcement lien.

4. 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.

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

6. This Lien Settlement Agreement sets forth in full the terms of agreement among the parties and is intended as the full, completed and exclusive agreement governing the relationship among the parties, with respect thereto, superseding all other discussions, promises, representations, agreements and understandings among the parties with respect thereto.

7. The parties agree that this Lien Settlement Agreement will be considered effective upon the date of the last party's signature. This Lien Settlement Agreement may be executed in any number of counterparts, which together shall constitute one and the same agreement.

CITY OF FORT LAUDERDALE

By: [Signature]
Mayor

By: [Signature]
City Manager

ATTEST:

[Signature]
City Clerk

Approved as to form:

By: [Signature]
Assistant City Attorney

DATED: 5/8/13

BUYER

By: [Signature]
Stephen M. Figlmiller

DATED: 4/16/13

OWNER

By: [Signature]
Dori Rifkin

DATED: April 14 2013