

CITY OF FORT LAUDERDALE

Petitioner,

v.

ALPAR ENTERPRISES, INC.,

Respondent. _____/

LIEN SETTLEMENT AGREEMENT

This Lien Settlement Agreement (the “Agreement”), made and entered into as of this ___ day of _____, 2017, by and between ALPAR ENTERPRISES, INC., a Florida corporation, whose principal address is 3020 S. Federal Highway, also known as 3020 SE 6th Avenue, Fort Lauderdale, FL 33316(hereinafter referred to as “OWNER”), COHANIM, LLC, a Florida limited liability company whose principal address is 1556 N. 15th Terrace, Hollywood, FL 33020(hereinafter referred to as “BUYER”) and the CITY OF FORT LAUDERDALE;

WHEREAS, Owner is the legal property owner of record of the below described real property, such real property being described as follows:

CROISSANT PARK DIXIE CUT-OFF SEC 6-5 B LOT 5 & W8 OF ABUT
VAC ALLEY LESS W 25 FOR ST LOT 6 & W 8 OF ABUT VAC ALLEY
& N ½ OF ABUT VAC SE 31 ST DESC IN OR 13390/436 LESS W 25
FOR ST BLK d-11

Property ID # 5042 22 07 0690

Hereinafter, Parcel “A”

And

WHEREAS, Owner is the legal property owner of record of the below described real property, such real property being described as follows:

CROISSANT PARK DIXIE CUT-OFF SEC 6-5 B LOT 7 & E8 OF ABUT
VAC ALLEY & N ½ OF ABUT VAC SE 31 ST LOT 8 & N ½ OF ABUT
VAC SE 31 ST & W 12.5 OF ABUT VAC SE 6 AVE AS DESC IN OR
13390/436 BLK D-11

Property ID # 5042 22 07 0700

Hereinafter, Parcel "B", collectively the "SUBJECT PROPERTY" with an address of 3020 SE 6th Avenue or 3020 S. Federal Highway; Parcel A and Parcel B being more particularly described as:

Lots 5 and 6 less the West 25 feet thereof and Lots 7 and 8 in Block D-11, DIXIE CUT-OFF SECTION OF CROISSANT PARK, according to the Plat thereof as recorded in Plat Book 6, at Page 5, of the Public Records of Broward County, Florida, together with portion of vacated alley in Block D-11 as described in Ordinance filed in Official Records Book 13390, at Page 438 as to Lots 5, 6, 7 and 8, together with portion of vacated S.E. 31st Street as described in Ordinance filed in Official Records Book 13390, at Page 436, as to Lots 6, 7 and 8, all of the Public Records of Broward County, Florida; and

WHEREAS, OWNER and BUYER have executed a contract for Seller 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 **CE08092015** in the Public Records of Broward County, **Book 46369, Pages 1041-1042**, against OWNER for code enforcement violations against SUBJECT PROPERTY for failure to comply with City of Fort Lauderdale code violation sections 47-20.10A. 47-34.1.A.1. Said code violation has not been brought into compliance and, as of May 3, 2017 has accrued fines in the amount of \$296,100.00 and continues to accrue fines at the per diem rate of \$100.00; and

WHEREAS, the City of Fort Lauderdale recorded a code enforcement lien in Case number **CE11080656** in the Public Records of Broward County, **Book 48360, Pages 427-428**, against OWNER for code enforcement violations against SUBJECT PROPERTY for failure to comply with FBC 109.16. Said code violation has not been brought into compliance and, as of May 3, 2017 has accrued fines in the amount of \$514,000.00 and continues to accrue fines at the per diem rate of \$250.00; and

WHEREAS, the City of Fort Lauderdale recorded a code enforcement lien in Case number **CE12091361** in the Public Records of Broward County, **Book 50366, Page 1786**, against OWNER for code enforcement violations against SUBJECT PROPERTY for failure to comply with FBC (2010) 1604.1. Said code violation has not been brought into compliance and, as of May 3, 2017 has accrued fines in the amount of \$658,000.00 and continues to accrue fines at the per diem rate of \$500.00; and

WHEREAS, OWNER, and BUYER have requested that the City of Fort Lauderdale mitigate the above-referenced Code Enforcement Case 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

WITNESSETH

NOW THEREFORE, 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. Owner and BUYER shall execute this Agreement within seven (7) calendar days from the City Commission authorizing execution hereof, and, in the event OWNER and BUYER fail to timely execute this Agreement, the Agreement shall automatically become null and void and of no further force and effect.
2. 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 One Hundred and Fifty Thousand dollars (\$150,000.00) upon closing of the purchase and sale contract. The BUYER will make payment. Further, upon receipt of said One Hundred and Fifty Thousand dollars (\$150,000.00), the City of Fort Lauderdale shall provide, to the OWNER or BUYER, releases for the three (3) code enforcement liens, to be recorded by BUYER's title company; the releases will be delivered within fourteen (14) days of the purchase and sale closing and the City's receipt of funds.
3. BUYER shall within thirty (30) calendar days of the effective date of this Agreement apply for a building demolition permit for both structures and have the demolition permit, as well as all other required permits, issued within sixty (60) days of this Agreement.
4. BUYER agrees that, within 60 days following the City's issuance of all required permits, it will demolish the two structures on the SUBJECT PROPERTY. During the permitting process, the SUBJECT PROPERTY shall remain clean and free of debris at all times.
5. The OWNER and BUYER shall close on the sale and purchase of the SUBJECT PROPERTY within forty-five (45) calendar days of the City Commission's authorization to execute the Agreement. If the closing on the sale of the property is not complete within the forty-five (45) days, the liens will remain against the property in their full respective amounts. If the closing must be delayed due to circumstances beyond the control of the BUYER, a written request will be submitted to the City Manager before the expiration of the 45 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.
6. The OWNER and 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.
7. If the BUYER cannot meet any of the milestones within this Agreement 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 milestone to the City Manager. The City Manager shall have the sole discretion to grant said request, which shall not be unreasonably withheld. BUYER's request must be made in writing prior to the expiration of the applicable milestone and contain an explanation for the extension request.
8. 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 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 lien is 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.

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

10. 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.

11. 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.

12. 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.

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:
Cynthia A. Everett, City Attorney

Assistant City Attorney

OWNER

ALPAR ENTERPRISES INC.

WITNESSES:

Signature

By: _____
President

Print name

Signature

Print name

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____ as property owner. 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

[THIS SPACE INTENTIONALLY LEFT BLANK]

BUYER

COHANIM, LLC

WITNESSES:

Signature

Print Name

Signature

Print name

By: _____
Gil Aboodi, Manager

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____. 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