

CITY OF FORT LAUDERDALE,
Petitioner,

Case No. CE07031751
Code Enforcement Board

v.

ROBERT L. ROSE, JR.,
Respondent. /

LIEN SETTLEMENT AGREEMENT

WHEREAS, Robert L. Rose, Jr. (hereinafter referred to as "OWNER") is the owner of real and improved property located at 1910 NE 7 Place (hereinafter referred to as "SUBJECT PROPERTY"), Fort Lauderdale, Florida, and has executed a purchase and sale agreement to sell the property to Broward County RE Group, LLC (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 CE07031751 on September 1, 2010 in the Official Public Records of Broward County, Book 47347, Pages 139-140, 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 \$10.00 per day per violation to which five (5) violations currently remain; and

WHEREAS, OWNER and BUYER have requested that the City of Fort Lauderdale reduce its above referenced code enforcement lien to \$12,500.00 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 twelve thousand five hundred (\$12,500.00) dollars at the closing of the SUBJECT PROPERTY in full satisfaction the code enforcement lien pursuant to the terms and conditions of this lien agreement. Upon receipt recorded of the cashier's check or money order in the amount of twelve thousand five hundred (\$12,500.00) 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 structures with code violations on the SUBJECT PROPERTY shall be demolished and all demolition debris shall be removed by the BUYER.

3. After demolition as set forth above, the SUBJECT PROPERTY shall be maintained in accordance with any and all City of Fort Lauderdale Code of Ordinances.

4. Within twelve months (12) months of the closing date, BUYER shall obtain all required permits and commence construction of a new residence on SUBJECT PROPERTY. Upon issuance of the Certificate of Occupancy, the terms and provisions of the Lien Settlement Agreement shall be automatically and immediately deemed to have been fully and satisfactorily completed without the necessity of any further document acknowledging full compliance.

5. 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 twelve thousand five hundred (\$12,500.00) 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.

6. 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.

7. 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.

8. 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.

9. 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

BUYER

By: _____
Mayor

By: _____
Hal Lippman, Managing Member
Broward County RE Group, LLC

By: _____
City Manager

DATED: _____

ATTEST:

OWNER

City Clerk

By: _____
Robert L. Rose, Jr.

Approved as to form:

DATED: _____

By: _____
Assistant City Attorney

DATED: _____