

**IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA**

CASE NO.: CACE-21-011148-25

CITY OF FORT LAUDERDALE,

Plaintiff,

vs.

SWEET MORNINGS, LLC, ET AL.,

Defendants,

AMENDED SETTLEMENT AGREEMENT

This Amended Settlement Agreement (“Agreement”) is entered into on this ____ day of December 2021 by Petitioner, the City of Fort Lauderdale (“City”), and Defendant, Sweet Mornings, LLC (“Sweet Mornings”) (City and Sweet Mornings, collectively, will be referred to as the “Parties”). This Agreement supersedes that Settlement Agreement entered into between the Parties on December 2, 2021.

Recitals

WHEREAS City has filed the above-styled eminent domain proceeding (the “Action”) to acquire Sweet Mornings, LLC’s property (the “Property”) having the following legal description:

Lots 1, 2, 3 and 4 and the South One-half (1/2) of the vacant alley abutting said Lots in Block 125 of Waverly Place, according to the Plat thereof, as recorded in Plat Book 2, Page 19, of the Public Records of Miami-Dade County, Florida; Said Lands Lying and Being in Broward County, Florida.

WHEREAS Sweet Mornings contested the City’s right to take the Property and, if the Property was taken, the amount of compensation to be paid by City for same.

WHEREAS a mediation was held on December 2, 2021, wherein City’s representatives agreed to recommend to the City commission that the City pay Sweet Mornings TWO MILLION ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$2,100,000.00) for the Property including the compensation for the Property, attorney’s fees, experts’ fees and all costs and expenses and Sweet Mornings agreed to accept this sum in full settlement of their claim in the Action. This sum shall be subject to apportionment to any mortgagee(s) and taxes.

WHEREAS this settlement came before the City Commission on December 21, 2021 and the Commission approved the settlement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amicable resolve their differences as follows:

Agreement

1. The Parties expressly incorporate the recitals of this Agreement as part hereof.
2. The Parties agree to stipulate and jointly move for the entry of a Stipulated Order of Taking, Order of Apportionment and Disbursement, and Final Judgment (“Stipulated Order”) in the Action in the form attached hereto as Exhibit 1 at the hearing currently scheduled on City’s Petition for an Order of Taking on January 12, 2022 or as soon thereafter as practical. If the Court does not enter the Stipulated Order in the proposed form, the parties will cooperate in proposing a substitute order as close in form as the Court will accept but, in any event, containing all material terms relating to the amount of compensation for the Property. Moreover, if there is any

objection(s) to the apportionment and disbursement of the recovery contemplated by the Stipulated Order, the Parties shall jointly move for the entry of a Stipulated Order of Taking and Final Judgment without apportionment and disbursement and Sweet Mornings will separately move for apportionment and disbursement of the recovery.

3. Sweet Mornings shall not rent any units on the Property to new tenants or renew or extend the terms of any lease to an existing tenant on the Property. Upon the receipt of written notice from the City of deposit into the court registry of the agreed upon settlement sum, as outlined within Exhibit 1, Sweet Mornings shall complete the following tasks: (1) forward or pay over to the City all pro-rated rents received from tenants of the Property corresponding to the period after the deposit into the court registry and the transfer of ownership date set forth in Exhibit 1; (2) provide to the City an up-to-date list of the leases, rental terms, and rental payments, including payment history, of all current tenants.

4. Following deposit into the court registry, the City shall have the right and power to collect all rents which were owing to Sweet Mornings as landlord prior to the deposit into the court registry.

5. Within five (5) business days of the deposit into the court registry and transfer of title of the Property to the City, Sweet Mornings shall forward or pay over to the City any money paid to Sweet Mornings by the current tenants of the Property as security deposits, advance rental payment deposits, or other deposit funds. Sweet Mornings will also fully cooperate with the City to transfer of any utility service accounts or permits related to the Property to the City.

6. Sweet Mornings shall not remove any of the personalty or fixtures associated with the Property and its residential rental units, either exterior or interior, prior to transfer of ownership of the Property to the City.

7. The parties agree to cooperate in preparing any and all pleadings or other documents and taking such other measures as needed to effectuate the above settlement.

DATED this _____ day of _____, 20____.

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**COUNSEL FOR PETITIONER
CITY OF FORT LAUDERDALE**

**CITY OF FORT LAUDERDALE
CITY COMMISSION**

By: _____
Mayor
DEAN J. TRANTALIS

By: _____
City Manager
CHRISTOPHER J. LAGERBLOOM

ATTEST:

By: _____
City Clerk
JEFFREY A. MODARELLI

APPROVED AS TO FORM AND
CORRECTNESS:

By: _____
City Attorney
ALAIN E. BOILEAU

DATED this _____ day of _____, 20__.

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**COUNSEL FOR RESPONDENT
SWEET MORNINGS, LLC**

SWEET MORNINGS, LLC

By: _____

(Print Name)

(Title)

