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DOCUMENT ROUTING FORM

NAME OF DOCUMENT: LIEN SETTLEMENT AGREEMENT BETWEEN CITY OF FORT LAUDERDALE AND CONSTANTINEPATSIMASCHRISTINE EDWARDS AND SUNNY RENTALS CORP (BUYER) AND CITY OF FORT LAUDERDALE

Approved Comm. Mtg. on June 16, 2015 CAM#15-0763 ITEM: CM-10

Routing Origin: CAO Attached: copy of CAM Original Documents

1) **City Attorney's Office: Approved as to Form: 3 Originals to City Manager**

Rhonda Montoya Hasan _____

CIP FUNDED YES NO
Capital Investment / Community Improvement Projects

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

2) **City Manager:** Please sign as indicated and forward 3 originals to Mayor.

3) **Mayor:** Please sign as indicated and forward 3 originals to Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

4) **City Clerk:** Forward two (2) originals to: **Porshia Goldwire**

Original Route form to Glynis Burney

CITY OF FORT LAUDERDALE,
Petitioner,
v.
CONSTANTINE PATSIMAS,
Respondent. /

Case No. CE04090141
Case No. CE12051532
Case No. CE06010681

LIEN SETTLEMENT AGREEMENT

This **Lien Settlement Agreement** (hereinafter referred to as "AGREEMENT"), made and entered into as of this 18th day of August, 2015, by and between the CITY OF FORT LAUDERDALE (hereinafter referred to as "CITY") and CONSTANTINE PATSIMAS (hereinafter referred to as "OWNER") who is the owner of real and improved properties located at 1434-1436 NW 9 Street, Fort Lauderdale, Florida 33311 (hereinafter referred to as "SUBJECT PROPERTY") and 1809 NW 13 Court, Fort Lauderdale, Florida 33311 (hereinafter referred to as "NON-COMPLIANT PROPERTY").

WHEREAS, the CITY recorded a code enforcement lien in Case number **CE04090141** in the Public Records of Broward County, **Book 46709, Pages 404-405**, against OWNER for code enforcement violations against SUBJECT PROPERTY for failure to comply with the CITY code violation sections 9-280(b), 9-280(g), 9-280(h)(1), and Florida Building code violations FBC(2007) 105.1, FBC(2007) 105.10.3.1, FBC(2007) 105.4.11, FBC(2007) 105.4.4, FBC(2007) 105.4.5, and FBC(2007) 1026.1; and

WHEREAS, the above referenced code violation is in compliance and fines accrued are to date \$297,325.00; and

WHEREAS, the CITY recorded a code enforcement lien in Case number **CE12051532** in the Public Records of Broward County, **Book 49252, Pages 765-766**, against OWNER for code enforcement violations against SUBJECT PROPERTY for failure to comply with the CITY code violation sections 9-280(b), and 18-12(a); and

WHEREAS, the above referenced code violations are in compliance and fines accrued are to date \$39,500.00; and

WHEREAS, OWNER has requested that the CITY mitigate the above-referenced code enforcement cases on the SUBJECT PROPERTY in order to complete the purchase and sale of SUBJECT PROPERTY and commence with the compliance plan at the NON-COMPLIANT PROPERTY; and

WHEREAS, OWNER acknowledges that the SUBJECT PROPERTY will not be homestead property until all the conditions of this 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 and CITY, the following are the terms and conditions of the lien settlement:

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1. The CITY 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 eight thousand two hundred and forty dollars (\$8,240.00) upon execution of this AGREEMENT for payment of the following code enforcement cases: CE04090141, and CE12051532, and the sum of two hundred and forty dollars (\$240.00) upon bulk trash case number CE06010681 associated with the NON-COMPLIANT PROPERTY. Payment will be made by the OWNER. Further, upon receipt of said eight thousand dollars (\$8,000.00), and the five thousand dollars (\$5,000.00) described in paragraph 2 below, the CITY shall provide to the OWNER a satisfaction of release of all two (2) code enforcement liens.
2. Also upon execution of this AGREEMENT, the CITY 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 five thousand dollars (\$5,000.00) which shall be held in escrow by the CITY for one hundred twenty (120) days. The escrow payment will be made by the OWNER. If the OWNER completes all site improvements and otherwise fully complies with the terms of this AGREEMENT, said sum will be remitted back to the OWNER. 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 five thousand dollars (\$5,000.00) will be forfeited to the CITY and the liens will be reinstated to the original and full amounts on the SUBJECT PROPERTY.
3. The OWNER 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 OWNER, 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 OWNER, the AGREEMENT shall become null and void; AGREEMENT monies paid to the CITY, except the five thousand dollars (\$5,000.00) held in escrow; shall be returned to the OWNER within 14 business days, and the liens will be reinstated to the original and full amounts on the SUBJECT PROPERTY.
4. OWNER shall within one hundred twenty (120) calendar days complete the site improvements as follows: remove the accumulation of outside storage on front porch, and side and rear yards; repair or replace all sections of the chain link fence in disrepair, including replacement of missing top post; remove lattice screening and overgrowth of plant material on the property; removal encroachment of plant material on the public sidewalk; remove all litter at the site, including the litter in the swale area; pressure wash or paint the stained areas of the white fence; remove graffiti from the mailbox; and restore the public sidewalk to the original condition.

5. The OWNER acknowledges 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, OWNER shall have completed the site improvements of the NON-COMPLIANT PROPERTY as specified in this AGREEMENT. If, however, OWNER 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, OWNER may request a reasonable extension of time of no more than thirty (30) days to complete the foregoing and the CITY shall grant the same. OWNER'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 fails to adhere to the conditions of this AGREEMENT, the CITY shall reinstate the code enforcement liens in case numbers CE04090141, and CE12051532 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; and a Notice of Violation shall be issued to the NON-COMPLIANT PROPERTY for the incomplete site improvements.
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 AGREEMENT, had the benefit of advice of legal counsel of their choice and know and fully understand the contents hereof and sign this AGREEMENT of their own voluntary free act without any coercion.
10. This 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 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

Sabeen Ali
Witness

By [Signature]
Mayor

Sabeen Ali
Print name

[Signature]
Witness

By [Signature]
City Manager

DONNA M. SAMUDA
Print name

(CORPORATE SEAL)

ATTEST:
[Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney

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WITNESSES:

[Signature]
Witness, Christina Hero
[Signature]
Print name Christina Hero

OWNER

CONSTANTINE PATSIMAS

By: [Signature]
TOM RUNYAN
Attorney in Fact

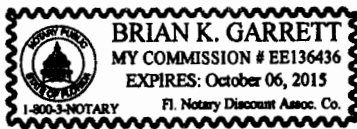
STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 17th day of August, 2015, by TOM RUNYAN as attorney in fact for CONSTANTINE PATSIMAS. He is personally known to me or has produced _____ as identification.

(SEAL)

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

Brian K Garrett
Name of Notary Typed, Printed or Stamped



My Commission Expires:

EE 136436
Commission Number

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