

**CITY OF FORT LAUDERDALE,
Petitioner,**

**Case No. CE08042005
Code Enforcement Special Magistrate**

v.

**LA SEGUNDA REALTY CORP,
Respondent. /**

AMENDMENT TO LIEN SETTLEMENT AGREEMENT
(“AMENDMENT”)

WHEREAS, LA SEGUNDA REALTY CORP (hereinafter referred to as “OWNER and the City of Fort Lauderdale (the “CITY”) entered into that certain LIEN SETTLEMENT AGREEMENT dated February 5, 2014 (the “LIEN SETTLEMENT AGREEMENT”) which provided for the payment of violation fines by the OWNER to the CITY and provided that the OWNER was to complete certain improvements on the SUBJECT PROPERTY in order that the Code Enforcement Lien be remedied; and

WHEREAS, OWNER has requested an amendment to the LIEN SETTLEMENT AGREEMENT in order for OWNER to have additional time to remedy the Code Enforcement Lien and complete certain other required improvements on the SUBJECT PROPERTY; and

WHEREAS, CITY has agreed to give OWNER additional time and amend the LIEN SETTLEMENT AGREEMENT herein; and

NOW, for good and valuable consideration, the sufficiency of which is agreed to by the OWNER and City of Fort Lauderdale, the following are the amended terms and conditions of the lien settlement:

1. OWNER and CITY agree that all monetary payments due and payable thus far under the LIEN SETTLEMENT AGREEMENT have been made by the OWNER.
2. OWNER shall have ninety (90) days from the date of this AMENDMENT dated May _____, 2015, to comply with the terms of the LIEN SETTLEMENT AGREEMENT relating to the completion of improvements on the SUBJECT PROPERTY necessary to be in compliance with the Code Enforcement Lien and the provisions of the LIEN SETTLEMENT AGREEMENT.
3. Except as otherwise amended herein, the provisions of the LIEN SETTLEMENT AGREEMENT are hereby ratified and reaffirmed and in full force and effect.

4. This AMENDMENT 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 among the parties, with respect thereto, superseding all other discussions, promises, representations, agreements and understandings among the parties with respect thereto.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida:

ATTEST:

By _____
JOHN P. "JACK" SEILER, Mayor

JONDA K. JOSEPH, City Clerk

(CORPORATE SEAL)

By _____
LEE R. FELDMAN, City Manager

Approved as to form:

RHONDA MONTOYA HASAN
Assistant City Attorney

OWNER

LA SEGUNDA REALTY CORP, a New York corporation authorized to transact business in the State of Florida.

WITNESSES

Signature

Print Name

Signature

Print Name

By _____
FRANK DIAZ, President

ANTONIO DIAZ, Secretary

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me this ___ day of _____, 2015 by _____ as _____ of LA SEGUNDA REALTY CORP, a New York corporation authorized to transact business in the State of Florida.

(NOTARY SEAL)

Notary Public, State of _____
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____