

## MEDIATED SETTLEMENT AGREEMENT

This Agreement by and between The Broward Trust for Historic Preservation (“Trust”) and Neil Hamuy, as \_\_\_\_\_ of Style In, Inc., (“Hamuy”) entered into this \_\_\_\_\_ day of September, 2013.

WHEREAS, The Trust is the owner of a facade easement on the property located at 101 South Fort Lauderdale Beach Boulevard which was formerly the site of the Lauderdale Beach Hotel, a historically designated property within the City of Fort Lauderdale (the “Property “)

WHEREAS, the Property is now known as the Las Ollas Beach Club, a condominium, consisting of residential and commercial condominium units in accordance with the Declaration of Condominium thereof described as follows:

**Las Ollas Beach Club, a condominium, according to the Declaration of condominium thereof, as recorded February 1, 2007 under instrument No. 106799142 in Official Records Book 43534, page 1703 of the Public Records of Broward County, Florida as amended by Amendment to Declaration of Las Ollas Beach Club, a Condominium, recorded February 6, 2007 under instrument No. 106810041 in Official Records Book 43557 page 666 of the Public Records of Broward County, Florida, as amended and/or supplemented from time to time.**

WHEREAS, Hamuy is a tenant in a commercial unit of the Property more particularly described as as \_\_\_\_\_, and operated as “Sunglasses & Swim by Stylin”; and

WHEREAS, Hamuy and or his agent Preferred Signs, was issued a permits by the City of Fort Lauderdale (“City”) to install an illuminated wall sign on the Property and to install awnings (the “Improvements”) on the Property (the “Permits”); and

WHEREAS, the City was required by the provisions of its historic preservation ordinance and the historic designation of the façade of the Property, to refer any permit request for alteration or improvement to the designated portion of the Property to the Fort Lauderdale Historic Preservation Board (“HPB”) for a Certificate of Appropriateness prior to approving any permit; and

WHEREAS, the City did not follow the required procedures for issuance of the permits and issued same without the matter going before the HPB; and

WHEREAS, when the error in issuance of the permits was discovered, Hamuy was required by the City to apply for after the fact certificates of appropriateness for the Permits from the HPB; and

WHEREAS, the HPB, recognizing that because of the façade easement held by the Trust, and recorded in OR Book \_\_\_\_\_ page \_\_\_\_\_ of the Public Records of Broward County, Florida, that any

alterations in the exterior of the historically designated portions of the Property required the approval of the Trust, advised Hamuy to contact the Trust for such approval; and

WHEREAS, because the Improvements did not meet the criteria set forth in the City of Fort Lauderdale Historic Preservation Design Guidelines, the Trust denied the request for a certificate of Appropriateness for the Improvements; and

WHEREAS, on hearing before the HPB on Hamuy's request for a certificate of appropriateness; the HPB granted such approval for the awnings, but not for the sign; and

WHEREAS, both the Trust and Hamuy requested rehearing on the matter before the City Commission; and

WHEREAS, after several hearings on the matter, the parties met to explore a compromise position acceptable to both with the assistance of City Commissioner Dean Trantalis; and

WHEREAS, the parties have agreed to the settlement of the matter as set forth herein below.

NOW THEREFORE it is agreed as follows:

1. The afore stated recitations are true and correct and incorporated herein by reference.
2. Hamuy has agreed to make the following alterations to the Improvements:
  - A. Change the fabric and color of all awnings to a canvas fabric material matching the adjacent commercial tenant of the Property known as H2O.
  - B. Remove the awning located on the southwest exterior of the Property which is presently located under a balcony, and repair and restore the exterior of the Property to remove any holes, hardware and the like and match any paint on adjacent areas.
  - C. Remove the illuminated sign on the Southeast exterior of the Property consisting of the type "Sunglasses & Swim by Styling" and restore the exterior of the Property to remove any holes, hardware and d the like and match any paint on adjacent areas.
  - D. Remove any additional exterior signage not in compliance with City Code.
3. Trust has agree to permit the following:
  - A.) Hamuy shall be permitted to maintain the barrel awning over the front entrance to his storefront, subject to the requirement that the material and color be modified as set forth in #2A above, and may place non-illuminated store identification signage on said awning in accordance with City code.

- B.) Hamuy shall be permitted to re-install "Tommy Bahama" logos on the South east awning and the first awning on the south side of the Property, but shall not install any additional logos or signage on any other awnings on the Property.
- C.) Hamuy shall be permitted to install an additional awning of the same color and fabric as all other replacement awnings on the wall to the south of the store entrance where the illuminated sign is being removed. In the event a City permit is required for this additional awning, this agreement shall act as the Consent of the Trust to issuance of any permit or certificate of appropriateness for said awning.
4. Hamuy acknowledges that the consent of the Trust to the Improvement set forth herein is for his tenancy of the Property only. If Hamuy sells the business currently occupying the Property, assigns the lease to the premises to another tenant; abandons the property or the lease to his specified storefront is terminated or not renewed for any reason, a subsequent tenant or occupant shall not be permitted to maintain the Improvements and all consents to same shall extinguish and be of no further force and effect. In the event the Improvements are not timely removed upon the happening of such event, Hamuy acknowledges that same shall be a violation of City Code and that the premises may be subject to an action by Code enforcement to enforce the terms of the Agreement. A copy of this agreement shall be recorded in the Public Records of Broward County so that any successor in title shall be fully apprised that the consent to signage and awnings on the property extinguishes upon the termination of Hamuy's tenancy and is not transferrable.
5. Hamuy withdraws his appeal with respect to the certificate of appropriateness for the backlit signage as same is made moot by this agreement.
6. Hamuy shall complete the undertakings set forth in paragraph 2 above on or before 90 days after the date this agreement is accepted by the City of Fort Lauderdale as a settlement of the appeal of the approval/denial of certificates of appropriateness for the Improvements. In the event permits are required to install the additional awning Hamuy proposes, or to modify the awning fabric, Hamuy agrees to apply for same within fifteen days of the date this Agreement is approved by the City, and to complete all of the undertakings set forth in Paragraph 2 above within ninety days after issuance of the required permits.
7. The City in adopting this settlement of the appeal acknowledges that issuance of the certificates of appropriateness for the awnings which do not conform to the Historic Preservation Design Guidelines of the City is as a result of this settlement agreement and that the terms of this Agreement shall not constitute precedent for any future tenant of Hamuy's space or any other space within the historically designated portion of the Property to rely upon. In the event of a default under this agreement by Hamuy or any subsequent occupant or tenant of the premises subject hereto, this Agreement may be enforced as a Code violation by the Code Enforcement division of City as the certificate of appropriateness being issued is contingent

upon compliance with the terms of this Agreement.

8. This agreement is contingent upon approval of the City of Fort Lauderdale as settlement of the appeal and incorporation of the terms contained herein as a condition to issuance of the certificate of appropriateness for the awnings.

IN WITNESS whereof, the parties have set their hands and seals on the day and year set forth below.

Broward Trust for Historic Preservation

By: \_\_\_\_\_

Patricia A. Rathburn, President

Style In, Inc.

By: \_\_\_\_\_

Neil Hamuy, \_\_\_\_\_