

CITY MANAGER AND/OR MAYOR'S REVIEW AND SIGNATURE REQUEST COVERSHEET

	OFFICES (Charter/Departmen	it):
Routing Start Date:	5 22 25	☐Agenda Item ☐ Non-Agenda
Charter Ofc:	Router Name:	Ext:
Department: DSD	521 Router Name: Ft	lisha RHONCY Ext: 5932
Commission Mtg. D	ate: 3 18 25 CA	AM #: 25-0308 Item #: <u>CM-10</u>
Document Title:		
Release	of Litn-T	riparty Settlement.
CAM attached: □Y	es □No Action Summary attac	hed: □Yes □No CIP FUNDED: □ YES □ NO
improvements to real propert		ing a life of at least 10 years and a cost of at least \$50,000 and shall mean and/or extend useful life, including major repairs such as roof replacement, etc.
2) CITY ATTORNE	EY OFFICE (CAO): Document	s to be signed/routed? Yes No
Is the attached Grai	nicus document Final? □Yes □	No Number of originals attached:
Attorney's Name:	Zhonda Mourtoua Hasana	pproved as to Form: Sees ONo Initials:
		and then to CCO Date:
——————————————————————————————————————	o. Fit (ii applicable) Date.	and then to eeo pare.
3) CITY CLERK O	FFICE (CCO): Clerk Initi	ials:# of originals:
Routed to Dept/Cha	rter Ofc.:	Date:
		From: CAO Date: 6/16/25 CMO LOG #: JUN 7
TO ACM/AcACM:	\square S. Grant \square A. Fajardo \square B.	Rogers, C. Cooper L. Reece Date:
Comments/Question	18	
ACM/AcACM Initia CMO Log Out & Fo	for continuous rout	ting to Manager/Executive Director Rickelle Williams. 8 25 , for continuous routing to the Mayor.
5) MAYOR/CRA C		ived: Date to CCO:
Please sign as indicat attestation and/or sea		he City Clerk's Office for a final processing and review of
6) INSTRUCTIONS	S TO CITY CLERK'S OFFICE	E: Please retain a scan record copy and forward originals to:
		Contact #
		n at the last level of government (Federal, State, County) is complete.
Scan Date:	Attach certified Resolution	# \Boxed Yes \Boxed No Original form route to CAO

ADMINISTRATIVE RELEASE OF SPECIAL MAGISTRATE ORDER IMPOSING A FINE

CITY OF FORT LAUDERDALE,
Petitioner,
v.

QUANIECEE, PIERRE PAUL
Respondent(s)

CASE NO. BE23090105

Pursuant to City of Fort Lauderdale Resolution 04-174, adopted September 4, 2004, and the Lien Settlement Agreement dated March 3, 2025, and in consideration of full payment in the sum of seven thousand dollars (\$7,000.00), the City of Fort Lauderdale, by its undersigned City Manager hereby releases the property described below, and any other property, from a certain Special Magistrate Order Imposing a Fine that was recorded at Instrument #119866161 on October 24, 2024, of the Official Records of Broward County, Florida.

The Property is legally described as: HIBISCUS GARDENS AMENDED PLAT 16-36 B PT OF BLK B F/P/A LOT 16 E 39, LOT 17 W 36 BLK 5

A 1	1		
Ad	11	ACC	
110	uı	000	

1460 SW 24 CT 1-4

City Manager

STATE OF FLORIDA: COUNTY OF BROWARD:

The foregoing instrument was acknowledged	before me by means	of physical	presence or online
notarization, this 18thay of June	, 2025, by Rickelle	Williams, City	Manager of the City
of Fort Lauderdale.	.1	- 1	/

REBECCA MCCLAM

Notary Public - State of Florida

Commission # HH 306617

My Comm. Expires Aug 29, 2026

Bonded through National Notary Assn.

(Signature of Notary Public – State of Florida)

Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification __ Type of Identification Produced_____

Approved as to form and correctness:

Senior Assistant City Attorney

Receipt Recorded:

Prepared by: Felisha Ritchey City of Fort Lauderdale 521 NE 4th Avenue

Fort Lauderdale, FL 33301





RECEIPT

Receipt No .:

2236960

Receipt Date:

03/27/2025

Cashier:

PARKA

Payer: GHOST RIDER LLC

Payment Method:

Cashier Check

Check No. / Payment Reference:

6027801750

Total Paid:

\$25,000.00

Case No.: CE09120655

Address: 1460 SW 24 CT, FORT LAUDERDALE, FL -

Record Type: Fire Code Case

Record Type: Code Case

Fee Description

Special Magistrate/CEB Fines

Fee Amount \$6,250.00 **Prior Paid** \$0.00 Paid

Totals:

\$6.250.00

\$0.00

\$6,250.00 \$6,250.00

Case No.: CE14051939

Address: 1460 SW 24 CT, FORT LAUDERDALE, FL -

Fee Description Special Magistrate/CEB Fines

Fee Amount \$6,250.00

Prior Paid \$0.00

Paid \$6,250.00

Totals:

\$6,250.00

\$0.00

Record Type: Building Code Case

\$6,250.00

Case No.: BE23090105

Address: 1460 SW 24 CT, #1-4, FORT LAUDERDALE 33315

Fee Description Special Magistrate - Building

\$6,250.00 Totals:

Prior Paid \$0.00

Paid \$6,250.00

\$6,250.00

Fee Amount

\$0.00

\$6,250.00

Case No.: CE23110570

Address: 1460 SW 24 CT, #1-4, FORT LAUDERDALE 33315

Record Type: Code Case

Fee Description Special Magistrate/CEB Fines

Totals:

\$6,250.00 \$6,250.00

Fee Amount

\$0.00 \$0.00

Prior Paid

\$6.250.00 \$6,250.00

Paid

CITY HALL

100 North Andrews Avenue, Fort Lauderdale, FL 33301 WWW.FORTLAUDERDALE.GOV





RECEIPT

Receipt No .:

2241905

Receipt Date:

04/22/2025

Cashier:

Paid Online

Payer: LauderBuild Pay Without Log In

Payment Method:

Credit Card

Check No. / Payment Reference:

7453346976376849804628

Total Paid:

\$750.00

Case No.: BE23090105

Address: 1460 SW 24 CT, #1-4, FORT LAUDERDALE 33315

Record Type: Building Code Case

Prior Paid Fee Amount Paid Fee Description \$750.00 \$0.00 \$750.00 Special Magistrate - Building \$750.00 \$0.00 \$750.00 Totals:



COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

16

Today	y's Date: <u>3/d4/d5</u>
and the second s	Lien Settlement Agreement between
2	al The 1460 SW 24 Cf Land Trust and COFL
/	CAM #:25-0308 ITEM #:2M-10 CAM attached: ★YES □NO
Routing Origin: Router Na	me/Ext: Glynis B/x5091 Action Summary attached: YES NO
CIP FUNDED: YES NO	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, or 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, or real.
1) Dept: Router Name/Ext: _	# of originals routed: Date to CAO:
2) City Attorney's Office: Docum	nents to be signed/routed? XYES \(\subseteq NO \) # of originals attached: \(\left(\)
Is attached Granicus document Fin	nal? ☐XES ☐NO Approved as to Form: ☑YES ☐NO
Date to CCO: 3/24/25	Attorney's Name Initials
3) City Clerk's Office: # of origina	als:/_ Routed to: Donna V./Amber C./CMO Date:
4) City Manager's Office: CMO L	OG # Document received from:
	Acting City Manager) ANTHONY FAJARDO [(Assistant City Manager) sistant City Manager) BEN ROGERS [(Acting Assistant City Manager) assistant City Manager)
SUSAN GRANT as Acting CRA Exec	cutive Director
APPROVED FOR S. GRANT'S	SIGNATURE N/A FOR S. GRANT TO SIGN
PER ACM: Anthony Fajardo PER AACM: Laura Reece Chris Cooper (Initial/	(Initial/Date) Ben Rogers (Initial/Date)
☐ PENDING APPROVAL (See co Comments/Questions:	
Forward originals to Mayor	r \square CCO Date: $3 25 25$
5) Mayor/CRA Chairman: Please s Forward originals to CCO for a	sign as indicated. ttestation/City seal (as applicable) Date:
6) City Clerk: Scan original and fo	orwards originals to: KAYINA JUHNSUN DSD THA 25-0112
Attach certified Reso#	□YES □NO 1744 25-0112



#25-0308

MA25-0112

TO:

Honorable Mayor & Members of the

Fort Lauderdale City Commission

FROM:

Susan Grant, Acting City Manager

DATE:

March 18, 2025

TITLE:

Motion Approving a Triparty Lien Settlement Agreement Between

Quaniecee Pierre Paul, The 1460 SW 24th Ct Land Trust LLC, and the City

of Fort Lauderdale - (Commission District 4)

Recommendation

Staff recommends the City Commission approve a Triparty Lien Settlement Agreement (LSA) for the property located at 1460 SW 24 Court.

Background

On August 30, 2005, the multifamily property located at 1460 SW 24 Court was acquired by Smith Pierre-Paul. In June 2023, Smith Pierre-Paul passed away leaving Quaniecee Pierre Paul, as the sole owner of the property.

The property has been in a state of disrepair for several years, continues to deteriorate, and is currently pending bank foreclosure. There are four code enforcement liens recorded against the property. The breakdown of those cases is below. The non-compliant status of these cases prevents the property from being eligible for the City's lien amnesty program. The City's hard costs are \$4,683.76, and the four liens total \$2,008,900.00.

Case Number	Violation	Complied?	City Hard Costs	Fine/Lien Amount
CE09120655	Fire extinguisher/smoke detectors	No	\$857.28	\$1,586,500
CE14051939	Property in disrepair	No	\$1,329.92	\$339,100
CE23110570	Dumpster in improper location	No	\$1,455.28	\$56,000
BE23090105	Building safety inspection	No	\$1,041.28	\$27,300

There is a potential buyer, The 1460 SW 24th Ct Land Trust LLC, represented by William Dennis. The buyer is aware of the violations and agrees to comply with them upon approval of the LSA. The 1460 SW 24th Ct Land Trust LLC has an "as-is" purchase contract for \$750,000, set to close on or about March 10, 2025 which includes a bank payoff and the agreed settlement amount of \$25,000 for the fines and liens. In addition to complying the cited violations, the buyer plans to make additional improvements to the properties such as replacing the roof, repairing the driveway, completing exterior work on the property, and completing interior renovations within 120 days of closing.

Resource Impact

Revenue related to this agreement will be included in the FY 2025 operating budget in the accounts listed below.

Funds available as of Marc	h 5, 2025 COST CENTER NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-001-3020-524-369-933	Community Inspections	Lien Reduction Program	\$600,000	\$240,806	\$25,000
		<u>.</u> .	ТОТА	L AMOUNT >	\$25,000

Strategic Connections

This item is a FY 2025 Commission Priority, advancing the Affordable Housing and Economic Development initiative.

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Community

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- The Neighborhood Enhancement Focus Area
- The Housing Element
- Goal 2: Be a community of strong, beautiful and healthy neighborhoods.

Attachments

Exhibit 1 – Triparty Lien Settlement Agreement

Exhibit 2 – Property Sales Contract

Prepared by:

Katrina Johnson, Code Compliance Manager, Development

Services Department

Alfred G. Battle, Jr. Acting Director, Development

Department Director: Services Department

rvices Department

TRIPARTY LIEN SETTLEMENT AGREEMENT

QUANIECEE PIERRE PAUL (hereinafter referred to as "OWNER");

THE 1460 SW 24TH CT LAND TRUST U/A/D 11/01/2024 with 23 INVESTMENTS LLC, a Wyoming Limited Liability Company, as Trustee for which William Denis will serve as the signatory for the Agreement (hereinafter referred to as "BUYER"), and

CITY OF FORT LAUDERDALE, a municipal corporation in the State of Florida (hereinafter referred to as "CITY");

WHEREAS, OWNER is the legal property owner of record of the below described real property (hereinafter referred to as the "Subject Property"), such real property being described as follows:

The East 39 feet of Lot 16, and the West 36 feet of Lot 17, Block 5, of HIBISCUS GARDENS, according to the Plat thereof, recorded in Plat Book 10, Page 1, of the Public Records of Broward County, Florida; now being a portion of Block B, of the Amended Plat of HIBISCUS GARDENS, according to the Plat thereof, as recorded in Plat Book 16, Page 36, of the Public Records of Broward County, Florida.

Property address: 1460 SW 24th COURT #1-4, FORT LAUDERDALE, FLORIDA
33315 Property ID#: 5042 21 07 0030

WHEREAS, on or about March 21, 2025, the BUYER will take ownership of the Subject Property;

WHEREAS, OWNER and BUYER have requested that the CITY mitigate the fine amounts owed, pursuant to the Code Violations on the Subject Property in order to complete the purchase and sale of the Subject Property;

WHEREAS, each Party has will have an opportunity to have counsel to review this Agreement

and explain that each Party's rights and obligations under and the legal effect of this Agreement;

WHEREAS, the Parties have signed this Agreement of their own free will and volition, with the full recognition and understanding of their rights and obligations under and the legal effect of this Agreement;

WITNESSETH

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is agreed to and acknowledged by the Parties, the following are the terms and conditions of the Agreement:

- 1. **Recitals**: The foregoing recitals are true and correct.
- 2. <u>Nothing in this Agreement to Act as Admission</u>: Neither this Agreement nor anything in it shall act as or constitute an admission by any Party that any Party, or any of their respective past or present officers, directors, shareholders, agents, officials, employees, subsidiaries, independent contractors, agents, accountants or attorneys, committed any wrongful act, or violated or breached the terms of any agreement or duty owed, whether statutory or otherwise.
- 3. Execution of this Agreement: OWNER and BUYER shall execute this Agreement prior to the City Commission date of March 18, 2025, and the CITY will sign the Agreement withing two (2) days after City Commission approval. In the event OWNER and BUYER fail to timely execute this Agreement, the Agreement shall automatically become null and void and of no further force and effect.
- 4. <u>Terms</u>: 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 twenty-five thousand dollars (\$25,000.00) referred to hereafter as the "<u>Settlement Sum</u>," for the settlement of the following encumbrances recorded against the Subject Property:
 - a. Code Case No. CE09120655 Instrument No. 109411468
 - b. Code Case No. CE14051939 Instrument No. 112904035
 - c. Code Case No. CE23110570 Instrument No. 119745713
 - d. Code Case No. BE23090105 Instrument No. 119866161

- 5. <u>Settlement of City Encumbrances</u>: In settlement of the encumbrances referenced in Paragraph 4 above, BUYER shall remit to the CITY upon the closing date of March 21, 2025, in the form of a cashier's check or money order, made payable to the City of Fort Lauderdale, the total sum of twenty-five thousand dollars (\$25,000.00).
- 6. <u>Conditions</u>: OWNER and BUYER agree and accept the following terms and conditions of this

Agreement:

- 6.1 In the event that payment of the Settlement Sum is not received pursuant to Paragraph 5.1, the entire fine amounts will become due.
- 6.2 Within one hundred-twenty (120) days after the date of closing, namely March 21, 2025, BUYER agrees to ensure that the Subject Property is in full compliance, and that any and all outstanding violations will be cured, including those listed in the following cases.
 - a. Case CE09120655
 - b. Case CE14051939
 - c. Case CE23110570
 - d. Case BE23090105
 - e. Case CE25020619
 - f. Case CE25020650
- BUYER shall notify CITY upon completion of the rehabilitation of the Subject Property and CITY shall schedule a Code Inspection within <u>fifteen (15)</u> days of receiving said notification. Upon receipt of the Settlement Sum as described in Paragraph 5.1., along with the Code Inspector's confirmation that the Subject Property is in compliance, and that there are no new or existing violations, CITY shall provide BUYER with a release of lien for the encumbrances as described in Paragraph 4, to be recorded by BUYER, within fourteen (14) days.
- 6.4 If BUYER cannot meet any of the milestones within this Agreement due to acts of God or delays caused by the CITY to issue the required permits, and has been diligently performing the foregoing, BUYER may request a reasonable extension of time of no more than thirty (30) days to

complete the milestone to the City Manager. The City Manager shall have the sole discretion to grant said request, which shall not be unreasonably withheld. BUYER's request must be made in writing prior to the expiration of the applicable milestone and contain an explanation for the extension request.

- 6.5 Should BUYER fail to adhere to the conditions of this Agreement, the CITY shall reinstate the fines on the Subject Property, which fines shall remain against the Subject Property until the total amount of the lien is paid in full. There shall be no reduction of liens. Any and all payments made by OWNER AND BUYER shall be applied as a credit towards the total lien amount due.
- 6.6 OWNER and BUYER agree to maintain the Subject Property and ensure that no additional code violations or liens are placed on the Subject Property during the term of settlement. Should this condition not be met, the settlement offer will be revoked and the full fine amounts will become due.
- 7. General Release from OWNER and BUYER: OWNER and BUYER hereby remise, release, acquit, satisfy and forever discharges the CITY, its officials, agents, administrators, managers, officers, employees and representatives, both in their representative, individual or official capacities, of and from any and all manner of action and actions, cause and causes of action, suits, class- action suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, costs, interest, attorneys fees', claims and demands whatsoever, in law or in equity, which OWNER and BUYER had, now has, or which any personal representative, successor, heir or assign of OWNER and BUYER hereafter can, shall or may have, against the CITY, its officials, agents, administrators, managers, officers, employees and representatives, both in their representative, individual or official capacities, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents, whether known or unknown, direct or indirect, latent or patent, vested or Contingent.
- 8. Release from CITY: CITY hereby remises, releases, acquits, satisfies and forever discharges

OWNER and BUYER, its agents, administrators, managers, officers, employees and representatives, of and from any and all manner of action and actions, cause and causes of action, suits, class-action suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, costs, interest, attorneys fees', claims and demands whatsoever, in law or in equity, which CITY ever had, now has, or hereafter can, shall or may have, against OWNER and BUYER, its agents, administrators, managers, officers, employees and representatives, relating to or arising solely from the liens and encumbrances described in Paragraph 4.

- 9: Attorney's Fees: Each Party is responsible for paying its own attorneys' fees, costs and expenses arising out of or connected to the preparation and execution to this Agreement.
- 10. <u>Paragraph Headings</u>: The headings of the paragraphs of this Agreement are inserted only for the purpose of convenience of reference and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect.
- 11. Parties: This Agreement, as well as the obligations created, and the benefits conferred hereunder, shall be binding on and inure to the benefit of the Parties as well as their personal representatives, heirs, past and present representative officers, officials, directors, agents, attorneys, accountants, insurers, employees, and any subsidiary, affiliate and parent corporations, collateral corporations, or other business entities controlled directly or indirectly by the Parties.
- 12. Authority: Each person signing this Agreement on behalf of a Party represents and warrants that he or she has full power and authority to enter into this Agreement. The Parties further represent that no other person or entity has a possessory or ownership interest in either of their claims against the other as of the Effective Date of this Agreement.
- 13. Governing Law, Venue and Personal Jurisdiction: The Agreement shall be interpreted and

 CAM#25-0308

 Exhibit 1

construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

- 14. <u>Enforcement Action</u>: In the event any Party brings an action to enforce any of the provisions of this Agreement, the Party(ies) prevailing in any such action shall be entitled to recover, and the losing Party(ies) shall be obligated to pay, the reasonable attorneys' fees and costs incurred in such proceeding, including attorneys' fees and costs incurred in any appellate proceedings.
- 15. <u>Joint Work Product</u>: This Agreement shall be deemed the joint work product of all Parties and their respective counsel, and all Parties shall be considered the drafters of this Agreement. Any rule of construction to the effect that any ambiguities are to be construed against the drafting party shall not be applicable in any interpretation of this Agreement.

- 16. <u>Severability</u>: If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.
- Entire Agreement: This Agreement contains full and complete agreement between and among the Parties, and there are no oral or implied agreements or understandings not specifically set forth herein. No other Party, or agent or attorney of any other Party, or any person, firm, corporation or any other entity has made any promise, representation, or warranty, whatsoever, express, implied, or statutory, not contained herein, concerning the subject matter hereof, to induce the execution of this Agreement. No signatory has executed this Agreement in reliance on any promise, representation, or warranty not contained herein. No modifications of this Agreement may be made except by means of a written agreement signed by each of the Parties. Finally, the waiver of any breach of this Agreement by any Party shall not be a waiver of any other subsequent or prior breach. From time to time at the request of any of the Parties to this Agreement, without further consideration and within a reasonable period of time after request hereunder is made, the Parties shall execute and deliver any and all further documents and instruments and to do all acts that any of the Parties to this Agreement may reasonably request which may be necessary or appropriate to fully implement the provisions or intent of this Agreement.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

I HAVE READ AND FULLY UNDERSTAND THE ABOVE TRIPARTY LIEN SETTLEMENT AGREEMENT.

	By: Quaniecee Pierre Paul
is a second of the second of t	
STATE OF FLORIDA: COUNTY OF BROWARD:	
The foregoing instrument was acknowledge notarization, this 20 day of March	ed before me by means of ☑ physical presence or ☐ online , 2025 by Quaniecee Pierre Paul.
,	Mont
MANUEL ARCE Notary Puplic - State of Florida Commission # HH 316955	(Signature of Notary Public – State of Florida)
My Comm. Expires Sep 27, 2026 Bonded through National Notary Assn.	Marvel Arce
4 7 2 2 2 T	Print, Type or Stamp Commissioned Name of Notary Public)
Personally Known OR Produced Identifica	tion 🗸
Type of Identification Produced Daves (1	CCASE

I HAVE READ AND FULLY UNDERSTAND THE ABOVE TRIPARTY LIEN SETTLEMENT AGREEMENT.

BUYER

1460 Land Trust LLC, a Wyoming Limited Liability Company

By: William Denis, as Owner of 23 Investment LLC Trustee for 1460 Land Trust LLC, a

Wyoming Limited Liability Company

Type of Identification Produced

Page 10 of 10 **Triparty Lien Settlement Agreement**

CITY OF FORT LAUDERDALE, a Florida municipal corporation

SUSANGR

Acting City Manager

ATTEST:

DAVID R. SOLOMAN City Clerk

Approved as to Legal Form and Correctness: D'Wayne M. Spence, Interim City Attorney

By:

RHONDA MONTOYA HASAN Senior Assistant City Attorney

ORDER IMPOSING A FINE

SPECIAL MAGISTRATE CITY OF FORT LAUDERDALE, FLORIDA

CITY OF FORT LAUDERDALE

CASE NO. BE23090105

Petitioner,

VS.

QUANIECEE, PIERRE PAUL

Respondent(s)

That pursuant to Chapter 11 of the Code of Ordinances of the City of Fort Lauderdale, the City of Fort Lauderdale Special Magistrate, 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, hereby enters its Order based on the following findings of fact and conclusions of law. Please be advised that this Order shall constitute a lien on your property.

1. That the violation(s) of the City of Fort Lauderdale Code of Ordinances occurred on the following described real property situate, lying and being in Broward County, Florida, to wit:

Folio: 504221070030

Legal: HIBISCUS GARDENS AMENDED PLAT 16-36 B PT OF BLK B F/P/A LOT 16 E 39, LOT 17 W 36 BLK 5

More commonly known as: 1460 SW 24 CT 1-4

- 2. That the Special Magistrate did issue on the 18th day of April 2024 a Final Order in the above captioned case commanding the above name respondents(s) to bring the violations specified in said Final Order into compliance on or before the 30th day of May 2024 or pay a fine in the amount of \$100.00 per day for the violation(s) of FBC(2020) 110.15.
- 3. On September 19, 2024, the Special Magistrate found that the respondent(s) did not comply with the Final Order and any subsequent orders on or before the date specified therein, based on the testimony and evidence as presented. The Special Magistrate, on the 19th day of September 2024, did impose a fine in the amount of \$11,100.00 which continues to accrue.
- It is the order of the Special Magistrate that the fine specified in said Final Order is hereby confirmed and ratified, plus the recovery of reasonable attorney's fees in any foreclosure of the lien.
- 5. The City shall record a certified copy of this Order in the Public Records of Broward County 30 days from the above date of the Special Magistrate Hearing. Once recorded, this Order shall constitute a lien on the subject property as well as on any other real or personal property owned by the Respondent.

Case No: BE23090105 Property: 1460 SW 24 CT 1-4

LIEN AND FORECLOSURE NOTICE:

Please be advised that this lien shall be recorded in the public records for Broward County and may be foreclosed by the City of Fort Lauderdale if not paid in full within ninety days.
Was Respondent(s) present X NO YES
DONE AND ORDERED this 19th day of September 2024.
ATTEST: Clerk, Special Magistrate Special Magistrate
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared Rose-Ann Flynn Special Magistrate, known to me to be the person described therein and who executed the foregoing instrument and acknowledged before me that he executed same, and who did (did not) take an Oath.
STATE OF FLORIDA: COUNTY OF BROWARD:
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of September 2024, Rose-Ann Flynn as Special Magistrate, of the City of Fort Lauderdale, and Tasha Williams, as Clerk of the Special Magistrate for the city of Fort Lauderdale. (Signature of Notary Public, State of Florida)
DIANA CAHILL Commission # HH 174391 Expires September 22, 2025 Booded Thru Budget Notary Services (Printed, Typed, or Stamped Commissioned Name of Notary)
Personally Known OR Produced Identification
Type of Identification Produced
•

This instrument prepared by and returned to:

Felisha Ritchey Building & Construction Enforcement Division Department of Sustainable Development City of Fort Lauderdale 521 NE 4th Avenue Fort Lauderdale, FL 33301 Fritchey@fortlauderdale.gov

I certify this document to be a true and correct copy of the original.
WITNESS MY HAND AND SEAL

Clerk, Code Enforcement Board/Special Magistrate Unsafe Structures Board City of Fort Lauderdale, Fla.