

CITY OF FORT LAUDERDALE

Petitioner,

v.

WORLD JET, INC.,

Respondent.

LIEN SETTLEMENT AGREEMENT

This Lien Settlement Agreement (the "Agreement"), made and entered into as of this 4th day of October, 2017, by and between CITY OF FORT LAUDERDALE (the "City") and WORLD JET, INC., a Florida corporation located at 1020 N.W. 62nd Street, Fort Lauderdale, FL 33309 (hereinafter referred to as "World Jet"),

WHEREAS World Jet is the lessee of real property owned by the City - Parcel 8CE at the Fort Lauderdale Executive Airport (hereinafter collectively referred to as the "Subject Property"); and

WHEREAS, the City brought a code enforcement action against World Jet, case number CE14120560, for code enforcement violations on the Subject Property; and

WHEREAS, the City recorded a code enforcement lien in Case number CE14120560, at Instrument #114322738 in the Public Records of Broward County, against World Jet for code enforcement violations on the Subject Property; and

WHEREAS, World Jet has remedied the code violations that are the subject of the abovereferenced Code Enforcement Case on the Subject Property and the parties desire to settle the outstanding fines and code lien recorded against World Jet;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is agreed to and acknowledged by World Jet and the City, the following are the terms and conditions of the lien settlement:

1. World Jet shall execute this Agreement within seven (7) calendar days from the City Commission authorizing execution hereof, and, in the event World Jet fails to timely execute this Agreement, the Agreement shall automatically become null and void and of no further force and effect.

2. The City shall receive from World Jet, in the form of a cashier's check or money order made payable to the City of Fort Lauderdale, the total sum of Seventeen Thousand Seven

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Hundred and Fifty Dollars (\$17,750.00) by close of business on September 22, 2017. Further, upon receipt of said Seventeen Thousand Seven Hundred and Fifty Dollars (\$17,750.00), the City shall provide to World Jet, releases for the code enforcement lien, to be recorded by World Jet; the releases will be delivered within fourteen (14) days of the City's receipt of the funds.

3. At any time, if World Jet fails to adhere to the conditions of this Lien Settlement Agreement, the City shall reinstate the code enforcement lien against World Jet and record said lien in the Public Record of Broward County, which lien shall remain against World Jet until the code violations are fully complied with and the total amount of the lien is paid in full. There shall be no reduction of lien and the fines shall continue to accrue at the daily rates previously set forth therein.

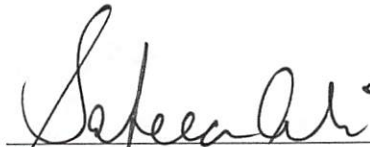
4. Upon execution of the Agreement by all Parties, the Agreement will be recorded in the Public Records of Broward County, Florida.

5. 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 Lien Settlement Agreement of their own voluntary free act without any coercion.


6. This Lien Settlement 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.

7. The Lien Settlement Agreement sets forth in full the terms of the Agreement among the parties concerning the above-referenced code violation matters 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.


IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day
WITNESSES: CITY OF FORT LAUDERDALE



Witness




Print name



Witness KERNY ARTHURS
and year first written above.

By 

Mayor

By 

City Manager

(CORPORATE SEAL)



ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

WITNESSES:

Witness

Ahmad Pirzadq.

Print name

Print name

WORLD JET, INC.

By:

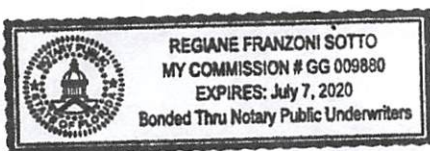
Don Whittington

President

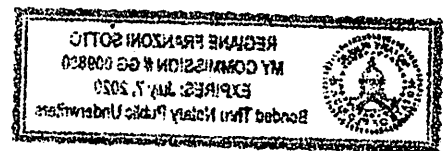
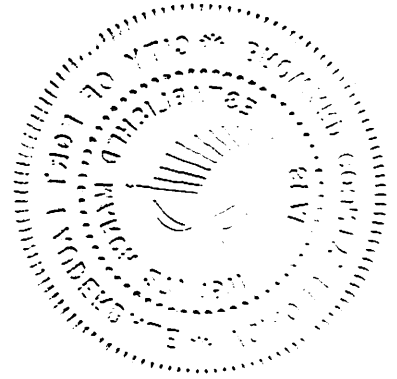
STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 4th day of October, 2017,
by REGINALD D. WHITTINGTON He is personally known to me or has produced
DRIVERS LICENSE as identification.

(SEAL)



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



Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

Dr



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

156
10/25/17

Today's Date: 10/18/2017

DOCUMENT TITLE: Lien Settlement Agreement with World Jet, Inc.

COMM. MTG. DATE: 10/17/2017 CAM #: 17-1163 ITEM #: CM-10 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Astrid Sperling/5001 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) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 10-19-17 Candace Duff
Attorney's Name Initials

2) City Clerk's Office: # of originals: 1 Routed to: Gina Ri/CMO/X5013 Date: 10/20/17

3) City Manager's Office: CMO LOG #: Oct-96 Document received from: CCO 10/20/17

Assigned to: L. FELDMAN ☐ S. HAWTHORNE ☒ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM
(Initial/Date) ☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☒ Mayor ☐ CCO Date: 10/23/17

4) City Clerk's Office: Retains 1 original and forwards 1 copy to: Donna Varisco/FXE / #4982

Attach certified Reso # ☐ YES ☒ NO

Original Route form to Astrid Sperling

Rev. 7/6/16