

CITY OF FORT LAUDERDALE

Petitioner,

v.

HOWARD S. SLOMAN, JR.

Respondent. /

Code Case No. CE10051325

Code Case No. CE10062631

Code Case No. CE12081545

Code Case No. CE14031616

Code Case No. CE14071930

Code Case No. CE14102475

Code Case No. CE15041963

Code Case No. CE14120338

Code Case No. CE15120138

Code Case No. CE16071782

Code Case No. CE16090045

Code Case No. CE16120050

LIEN SETTLEMENT AGREEMENT

This **Lien Settlement Agreement** (the "Agreement"), made and entered into as of this 12 day of October, 2017, by and between HOWARD S. SLOMAN, JR., (hereinafter referred to as "OWNER"), whose address is 3115 S.W. 2nd Avenue, Fort Lauderdale, Florida 33315-3311 (hereinafter referred to as "PROPERTY"), JAS MARINE SERVICE, INC. c/o JOHN A. STRAUSS (hereinafter referred to as "BUYER"), whose address is 1009 Newman Road, Lake Park, Florida 33403 and the CITY OF FORT LAUDERDALE ("CITY");

WHEREAS, OWNER is the legal property owner of record of the below described real property, such real property being described as follows:

LOTS 13 AND 14, BLOCK 127, BOULEVARD SECTION OF CROISSANT PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

A/K/A 3115 S.W. 2nd Avenue, Fort Lauderdale, FL 33315-3311

Property ID #5042 22 08 1190

WHEREAS, OWNER and BUYER have executed a contract for OWNER to sell the PROPERTY to BUYER under certain terms and conditions; and

WHEREAS, the City of Fort Lauderdale recorded a code enforcement lien in Case number **CE10051325** in Official Records Book 48360, Page 431, of the Public Records of Broward County, Florida, against OWNER for code enforcement violations on the PROPERTY; and

WHEREAS, the City of Fort Lauderdale recorded a code enforcement lien in Case number **CE10062631** in Official Records Book 48341, Page 431, of the Public Records of Broward County, Florida, against OWNER for code enforcement violations on the PROPERTY; and

WHEREAS, the City of Fort Lauderdale recorded a code enforcement lien in Case number **CE12081545** in Official Records Book 49432, Page 1279, of the Public Records of

Broward County, Florida, against OWNER for code enforcement violations on the PROPERTY;
and

WHEREAS, the City of Fort Lauderdale recorded lot clearing/cleaning lien in Case number **CE14031616** at Instrument #112940253, of the Public Records of Broward County, Florida, against OWNER for violations on the PROPERTY; and

WHEREAS, the City of Fort Lauderdale recorded lot clearing/cleaning lien in Case number **CE14071930** at Instrument #112940253, of the Public Records of Broward County, Florida, against OWNER for violations on the PROPERTY; and

WHEREAS, the City of Fort Lauderdale recorded lot clearing/cleaning lien in Case number **CE14102475** at Instrument #113125575, of the Public Records of Broward County, Florida, against OWNER for violations on the PROPERTY; and

WHEREAS, the City of Fort Lauderdale recorded lot clearing/cleaning lien in Case number **CE15041963** at Instrument #113215906, of the Public Records of Broward County, Florida, against OWNER for violations on the PROPERTY; and

WHEREAS, the City of Fort Lauderdale recorded a code enforcement lien in Case number **CE14120338** at Instrument #113177583, of the Public Records of Broward County, Florida, against OWNER for code enforcement violations on the PROPERTY; and

WHEREAS, the City of Fort Lauderdale recorded lot clearing/cleaning lien in Case number **CE16071782** at Instrument #114454062, of the Public Records of Broward County, Florida, against OWNER for violations on the PROPERTY; and

WHEREAS, the City of Fort Lauderdale recorded lot clearing/cleaning lien in Case number **CE16090045** at Instrument #114454062, of the Public Records of Broward County, Florida, against OWNER for violations on the PROPERTY; and

WHEREAS, the City of Fort Lauderdale issued a lot clearing/cleaning fine in Case number **CE15120138** against OWNER for violations on the PROPERTY; and

WHEREAS, the City of Fort Lauderdale issued a lot clearing/cleaning fine in Case number **CE16120050** against OWNER for violations on the PROPERTY; and

WHEREAS, OWNER and BUYER have requested that the CITY mitigate the above-referenced Code Enforcement cases on the PROPERTY in order to complete the purchase and sale of PROPERTY, and commence the plan of rehabilitation to the PROPERTY; and

WITNESSETH

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

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 twenty-six thousand five hundred and seventy-six

dollars (\$26,576.00) upon execution of this Lien Settlement Agreement for payment of the following Code Enforcement cases:

CE10051325, CE10062631, CE12081545, CE14031616, CE14071930, CE14102475, CE15041963, CE14120338, CE15120138, CE16071782, CE16090045, CE16120050

Payment will be made by the BUYER.

2. Upon execution of this Lien Settlement 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 ten thousand dollars (\$10,000.00), which shall be held in escrow by the CITY for one hundred twenty (120) days. The escrow payment will be made by the BUYER. If the BUYER completes all site improvements and otherwise fully complies with the terms of this Agreement, said sum will be remitted back to the BUYER. If the site improvements are not completed within the minimum one hundred twenty (120) day timeframe or the maximum one hundred fifty (150) day timeframe (see paragraph 8 below), the ten thousand dollars (\$10,000.00) will be forfeited to the CITY and the liens will be reinstated to the original and full amounts.
3. Pursuant to the terms of this Lien Settlement Agreement, BUYER shall escrow the sum of \$32,913.95 to cover the cost of correcting the violations in accordance with the bids obtained by the BUYER. BUYER will ensure that said amount remains in escrow until the CITY is satisfied that all violations on the property have been corrected and that the CITY confirms that the PROPERTY is in full compliance with the CITY's ordinances.
4. BUYER shall notify CITY when all Code Violations have been brought into compliance and CITY shall schedule a Code Inspection within fifteen (15) days of receiving said notification. Upon receipt of said twenty-six thousand five hundred and seventy-six dollars (\$26,576.00) and ten thousand dollars (\$10,000.00), as described in paragraphs 1 and 2 respectively, along with the Code Inspector's confirmation that all violations have been brought into compliance, CITY shall provide to the OWNER or BUYER satisfaction of releases for all twelve (12) code enforcement liens, to be recorded by BUYER, within fourteen (14) days.
5. CITY will file a Notice of Voluntary Dismissal in foreclosure case CACE17000746 (11) once the satisfactions of releases have been issued and the PROPERTY is in full compliance.
6. The settlement terms were approved by the City Commission on July 11, 2017. OWNER and BUYER shall execute this Agreement within ten (10) calendar days of receipt from the CITY. In the event that OWNER and BUYER fail to timely execute this Agreement, the Agreement shall automatically become null and void and of no further force and effect. If the closing on the sale of the property is not complete within thirty (30) days, the liens will remain against the property in their full respective amounts. If the closing must be delayed due to circumstances beyond the control of the BUYER, a written request will be submitted to the CITY Manager 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 BUYER, the Lien Settlement Agreement shall become null and void.

7. BUYER agrees to correct all existing code violations on the PROPERTY, which includes but may not be limited to the following:
 - remove six (6) shipping containers
 - clean out the inside of the building of all storage items
 - connect to City sewer
 - provide for fire inspection
 - replace damaged windows, walls, doors, and paint the building

During the permitting process, the PROPERTY shall remain clean and free of debris at all times.

8. If the 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.
9. At any time, if the OWNER, and/or BUYER fail to adhere to the conditions of this Lien Settlement Agreement, the CITY shall reinstate the code enforcement liens on the PROPERTY, which liens shall remain against the OWNER and PROPERTY until the code violations are fully complied and the total amount of the lien is paid in full. There shall be no reduction of liens and the fines shall continue to accrue at the daily rates previously set forth therein. Any and all payments made by the BUYER shall be applied as a credit towards the total lien amount due.
10. Upon execution of the Agreement by all Parties, the Agreement will be recorded in the Public Records of Broward County, Florida.
11. 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.
12. 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.
13. The Lien Settlement 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.

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, a
municipal corporation of the State of
Florida.

Anna Rizzuti Smith
Anna Rizzuti Smith

Print Name

M. Skondralis

Materina Skondralis

Print Name

(SEAL)

By

LEE R. FELDMAN, City Manager

ATTEST:

JEFFREY A. MODARELLI, City Clerk

Approved as to form:

CYNTHIA A. EVERETT, City Attorney

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 23rd day of October, 2017, by LEE R. FELDMAN, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

(SEAL)

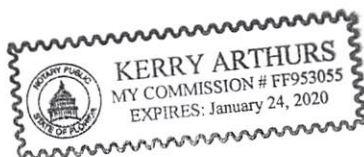
Signature: Notary Public, State of Florida

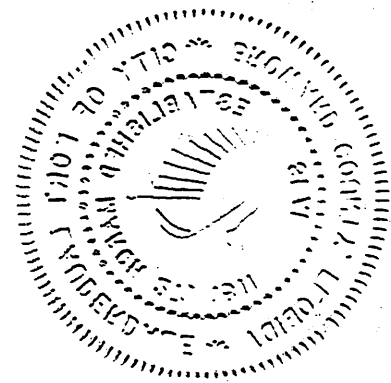
☒ Personally Known

Name of Notary KERRY ARTHURS Typed, Printed or Stamped

My Commission Expires:

Commission Number





WITNESSES:

BUYER

JAS MARINE SERVICE, INC.

Randy Ross

Print Name

Jareden Casper

Print Name

By John A. Strauss
John A. Strauss, Director/President

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 12 day of October, 2017, by John Strauss, Director/President of JAS MARINE SERVICE, INC., as Buyer. He is personally known to me or has produced drivers license as identification.

(SEAL)

Pamela L. Clark
Signature: Notary Public, State of Florida

Pamela L. Clark
Name of Notary Typed, Printed or Stamped

My Commission Expires: 5/30/17

FF006049
Commission Number



PAMELA L. CLARK
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF006049
Expires 5/30/2017



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

1L
10/25/17

Today's Date: 10/18/17

DOCUMENT TITLE: Lien Settlement Agreement / Solomon & City

COMM. MTG. DATE: 7/11/2017 CAM #: 17-0824 ITEM #: closed door CAM attached: ☐ YES ☒ NO

Routing Origin: CAO Router Name/Ext: Glynis X5091

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.

2) City Attorney's Office # of originals attached: 1 Approved as to Form: ☒ YES ☐ NO

Date to CCO: 10/18/17 [Signature]
Initials

3) City Clerk's Office: # of originals: _____ Routed to: Gina Ri/CMO/X5013 Date: _____

4) City Manager's Office: CMO LOG #: Out-98 Date received from CAO 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

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains 1 original and forwards 1 copy original(s) to: Glynis (Name/Dept/Ext)

Attach _____ certified Reso # _____ ☐ YES ☐ NO

WITNESSES:

OWNER

fk

Randy Ross

Print Name

[Signature]

Torsten Woguel

Print Name

By [Signature]
Howard S. Sloman, Jr.

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 12 day of October, 2017, by Howard S. Sloman, Jr., as Property Owner. He is personally known to me or has produced driver's license as identification.

(SEAL)

[Signature]

Signature, Notary Public, State of Florida

Pamela L. Clark

Name of Notary Typed, Printed or Stamped

My Commission Expires: 5/30/17

FF006049

Commission Number

