

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY, FLORIDA

CASE NO: CACE 07-008660 (12)

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

Plaintiff,
v.

MUNAZ ENTERPRISES, INC.,

Defendants.
_____ /

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into as of the date last executed below (the “Effective Date”), by and between the following, sometimes referred to hereafter collectively as the “Parties” and individually as a “Party”:

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

MUNAZ ENTERPRISES, INC. (hereinafter referred to as “MUNAZ”), and

MUNIR ABUZNAID, Individually (hereinafter referred to as “ABUZNAID”)

WHEREAS, there is currently pending in the Seventeenth Judicial Circuit, in and for Broward County, Florida, Case No. CACE 07-008660 (12), the above-captioned action entitled City of Fort Lauderdale v. Munaz Enterprises, Inc., referred to hereafter as the “Foreclosure Action;”

WHEREAS, the Parties, each of whom is represented by counsel, recognize their respective rights and obligations, and are desirous of settling – fully and finally – the Foreclosure

Action, as well as any and all claims and counterclaims which were or could have been brought in the Foreclosure Action;

WHEREAS, prior to signing this Agreement, each Party had an opportunity to and in fact has had counsel review this Agreement and explain that 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;

NOW THEREFORE, for and in consideration of the following covenants and agreements, or other valuable consideration, the sufficiency of which are hereby acknowledged and conclusively established, the Parties covenant and agree as follows:

1. **Recitals:** The foregoing recitals are true and correct.
2. **Nothing In This Agreement To Act As Admission:** 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, parent, 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. **Settlement of Foreclosure Action:** In settlement of the Foreclosure Action:
 - 3.1. Within fifteen (15) business days of the payment by MUNAZ and ABUZNAID of the fifth and final installment, as more specifically described in Paragraph 3.2., the Parties shall file with the Court a stipulation of voluntary dismissal of the Foreclosure Action,

with each Party to bear its own attorneys' fees and costs and CITY shall release the Order Imposing a Fine (the "Lien") that is the subject of this Foreclosure Action.

3.2 MUNAZ shall pay CITY the total principal sum of fifty thousand dollars (\$50,000.00), referred to hereafter as the "Settlement Sum." The Settlement Sum shall be paid with an initial payment on the "Effective Date," and in monthly installments thereafter in accordance with the following amortization table:

PAYMENT	PAYMENT DATE	BALANCE
\$10,000.00	October 20, 2017 "Effective Date"	\$40,000.00
\$10,000.00	November 20, 2017	\$30,000.00
\$10,000.00	December 20, 2017	\$20,000.00
\$10,000.00	January 20, 2018	\$10,000.00
\$10,000.00	February 20, 2018	\$0.00

Payments shall be made via cashier's check made payable to "City of Fort Lauderdale," on the foregoing Payment Dates. If a date for payment falls on a weekend or holiday, the payment shall be due the next business day.

4. Conditions: MUNAZ and ABUZNAID agrees and accepts to the following terms and conditions of this Agreement:

4.1 In the event of default, the entire lien amount will become due and MUNAZ and ABUZNAID agrees to enter into a Consent Final Judgment of Foreclosure in favor of CITY in the Foreclosure Action.

4.2 In the event of a sale of the property, the balance of the settlement amount will become due immediately prior to closing.

4.3 MUNAZ and ABUZNAID agrees to maintain the property and to ensure that no additional code violations or liens are placed on the property during the term of settlement. Should this condition not be met, the settlement offer will be revoked and the full lien amount will become due.

5. **General Release from MUNAZ and ABUZNAID:** MUNAZ and ABUZNAID hereby remise, release, acquit, satisfy and forever discharge 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 MUNAZ and ABUZNAID had, now has, or which any personal representative, successor, heir or assign of MUNAZ and ABUZNAID, 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.

6. **General Release from CITY:** CITY hereby remises, releases, acquits, satisfies and forever discharges MUNAZ and ABUZNAID, their 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 MUNAZ and ABUZNAID, their agents, administrators, managers, officers, employees and representatives, 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.

7. **Attorneys' Fees:** Except as set forth in Paragraph 12 below, each Party is responsible for paying its own attorneys' fees, costs and expenses arising out of or connected with the Foreclosure Action, including but not limited to fees and costs incurred in the preparation and execution of this Agreement.

8. **Paragraph Headings:** 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.

9. **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. Each Party hereby represents and warrants, with respect to any and all claims and counterclaims which were or could have been asserted in the Foreclosure Action against the other Party, that: (a) no other person or entity is entitled to assert any such claims or counterclaims against, or to recover any monetary, declarative, injunctive, equitable, or any other

form of relief from, the opposing Party; and (b) no Party has assigned, transferred, hypothecated, or in any other way disposed of all or any portion of any of claims or counterclaims which were or could have been asserted in the Foreclosure Action against the opposing Party.

10. **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 and to fully, completely, and finally settle the Foreclosure Action, including but not limited to any and all claims and counterclaims which were or could have been asserted in the Foreclosure Action. 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.

11. **Governing Law, Venue and Personal Jurisdiction:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida applicable to contracts executed in and to be performed in that state and without regard to any applicable conflicts of law. In any action between or among the Parties hereto arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, each Party irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the state or federal courts located in Broward County, Florida.

12. **Enforcement Action:** 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.

13. **Joint Work Product:** 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.

14. **Severability**: 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.

15. **Entire Agreement**: This Agreement contains the 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.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE SETTLEMENT AGREEMENT.

WITNESSES:

MUNAZ ENTERPRISES, INC., a Florida corporation

By Munir Abuznaid
Munir Abuznaid, Director

Alexis Camejo

Print Name

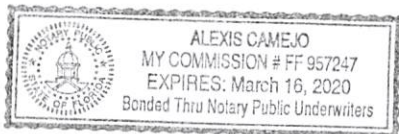
AMANDA CAMEJO

Print Name

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 6th day of October, 2017, by Munir Abuznaid as Director of Munaz Enterprises, Inc. He is personally known to me or has produced _____ as identification.

(SEAL)



Alexis Camejo
Signature: Notary Public, State of Florida

Alexis Camejo
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

Alexis Camejo

AMANDA CAMELO

ciencia2 cienciaA

I HAVE READ AND FULLY UNDERSTAND THE ABOVE SETTLEMENT AGREEMENT.

WITNESSES:

MUNIR ABUZNAID, Individually

By Munir Abuznaid
Munir Abuznaid

Alexis Camejo

Print Name

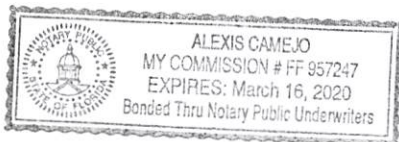
AMANDA CAMEJO

Print Name

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 6th day of October, 2017, by Munir Abuznaid. He is personally known to me or has produced _____ as identification.

(SEAL)



Alexis Camejo
Signature: Notary Public, State of Florida

Alexis Camejo

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

I HAVE READ AND FULLY UNDERSTAND THE ABOVE SETTLEMENT AGREEMENT

WITNESSES:

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

Quinn Elizabeth Smith
Bina Razzuti Smith

Print Name

H. Skoundadze
Katerina Skoundadze

Print Name

By [Signature]

LEE R. FELDMAN
City Manager

(SEAL)

ATTEST:

[Signature]
JEFFREY A. MODARELLI
City Clerk

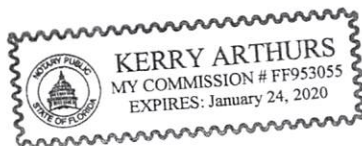
Approved as to form:
CYNTHIA A. EVERETT, City Attorney

[Signature]
TANIA MARIE AMAR
Assistant 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. STANLEY HAWTHORNE

(SEAL)



☒ Personally Known

[Signature]
Signature: Notary Public, State of Florida

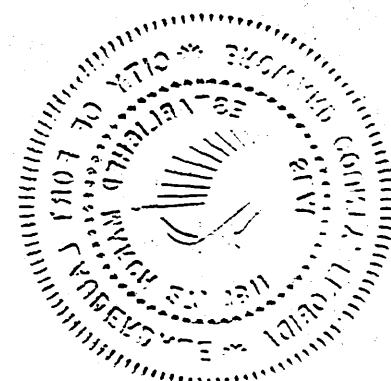
KERRY ARTHURS
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

Handwritten signature or scribble.

Handwritten text, possibly a name or address.



Handwritten text, possibly a date or reference number.

Handwritten text, possibly a signature or name.



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

2L
10/25/17

Today's Date: 10/18/17

DOCUMENT TITLE: Settlement Agreement / City v. Munaz Enterprises

COMM. MTG. DATE: 7/11/17 CAM #: 17-0824 ITEM #: Closed 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: 2 Approved as to Form: ☒ YES ☐ NO

Date to CCO: 10/18/17 EAB
Initials

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

4) City Manager's Office: CMO LOG #: Oct-99 Date 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 2 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) original(s) to: Glynis (Name/Dept/Ext)

Attach _____ certified Reso # _____ ☐ YES ☐ NO