



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

③ ✓ 8/30/16 ①

Today's Date: 8/24/2016

DOCUMENT TITLE: Lien Settlement Agreement

COMM. MTG. DATE: 8/16/2016 ²⁴ CAM #: 16-0660 ITEM #: M-2 CAM attached: ☐ YES ☒ NO

Routing Origin: CAO Router Name/Ext: Shaniece Louis / Ext. 5036

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: 3 Approved as to Form: ☒ YES ☐ NO

Date to CCO: 8/24/16 RBD
Initials

3) City Clerk's Office: # of originals: 3 Routed to: Gina Ri/CMO/X5013 Date: 8/25/16
Signed by CM - Needs witness + forwarding to Mayor

4) City Manager's Office: CMO LOG #: _____ Date received from CCO: _____

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 _____ originals to ☒ Mayor ☐ CCO Date: 8/25/16

5) Mayor/CRA Chairman: Please sign as indicated. Forward 3 originals to CCO for attestation/City seal (as applicable) Date: 8/30/16

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains 1 original and forwards 2 original(s) to: Shaniece Louis / Ext. 5036 ^{and/or Astrid} 503
CAO (Name/Dept/Ext)

Attach _____ certified Reso # _____ ☐ YES ☒ NO Original Route form to CAO

LIEN SETTLEMENT AGREEMENT

This Lien Settlement Agreement (hereinafter referred to as "Agreement") is made and entered into and effective as of this 16th day of August, 2016 ("Effective Date"), by and between

301 SECOND CORP., a Florida corporation, FEI/EIN Number 59-2756294, whose principal address is 211 SW 2nd Street, Suite "A", Fort Lauderdale, FL 33301 (hereinafter, "**301**")

and

CITY CENTER PROPERTIES, INC., a Florida corporation, FEI/EIN Number 59-2847509, whose principal address is 211 S.W. 2nd Street, Suite "A", Fort Lauderdale, FL 33301 (hereinafter "**CITY CENTER**")

and

CITY OF FORT LAUDERDALE, a Florida municipal corporation whose principal address is 101 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter, "**CITY**")

RECITALS

301 is the owner of the real property described as follows:

East 50 feet of Lots 13, 14, 15 of Block 17 of the TOWN OF FORT LAUDERDALE, according to the Plat thereof, as recorded in Plat Book "B", Page 40, of the Public Records of Dade County, Florida; said lands lying, situate and being in the City of Fort Lauderdale, County of Broward, State of Florida.

Property ID # 5042 10 01 2260

Hereinafter, **Parcel "A"**

CITY CENTER is the owner of the real property described as follows:

Lots 13, 14 and 15, LESS the East 50 feet of all of said Lots, and LESS the North 18 feet of Lot 15, of Block 17 of the TOWN OF FORT LAUDERDALE, according to the Plat thereof, recorded in Plat Book "B" at Page 40 of the Public Records of Dade County, Florida; said lands lying, situate and being in the City of Fort Lauderdale, County of Broward, State of Florida.

Property ID # 5042 10 01 2271

Hereinafter, **Parcel "B"**

On August 18, 2015, **CITY** recorded in the Public Records of Broward County, Florida a Code Enforcement Lien against Parcel A, owned by **301**, in Case No. CE 13051125 said Lien being recorded at Instr # 113177573 for code violations regarding Parcel "A".

On August 18, 2015, **CITY** recorded in the Public Records of Broward County, Florida a Code Enforcement Lien against Parcel B, owned by **CITY CENTER**, in Case No. CE 13051225 said Lien being recorded Instr # 113177575 for code violations regarding Parcel "B".

The code violations referenced above in Instr # 113177573 as of August 16, 2016 have not been brought into compliance and, as of August 16, 2016, have accrued fines in the amount of \$782,150.00 ("Code Lien 1") and continue to accrue fines at the per diem rate of \$1,100.00, until such time as Parcel "A" ceases to be used as a parking lot, provided, however, the further accrual of per diem fines after Parcel "A" is no longer used as a parking lot shall be suspended unless and until the Code Liens are reinstated in accordance with the terms of Paragraph 11 hereof.

The code violations referenced above in Instr # 113177575 as of August 16, 2016 have not been brought into compliance and, as of August 16, 2016, have accrued fines in the amount of \$592,600.00 ("Code Lien 2") Code Lien 1 and Code Lien 2 shall collectively be referred to as "Code Liens". and continue to accrue fines at the per diem rate of \$1,000.00, until such time as Parcel "B" ceases to be used as a parking lot, provided, however, the further accrual of per diem fines after Parcel "B" is not longer used as a parking lot shall be suspended unless and until the Code Liens are reinstated in accordance with the terms of Paragraph 11 hereof.

301 and **CITY CENTER**, jointly and severally, enter this Agreement and are hereinafter known as "**OWNER**" and stipulate and agree that the outstanding balance of the Code Liens as recited above are true and correct.

Collectively, Parcel "A" and Parcel "B" shall be referred to herein as "**SUBJECT PROPERTY**."

OWNER has requested that the **CITY** mitigate the above-referenced Code Enforcement Liens on the **SUBJECT PROPERTY** in order to obtain financing and complete the redevelopment of **SUBJECT PROPERTY**, subject to the terms, conditions and obligations as more particularly set forth herein; and

W I T N E S S E T H



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

1. **OWNER** shall execute this Agreement within seven (7) calendar days from the City Commission authorizing execution hereof, and, in the event **OWNER** fails to timely execute this Agreement, the Agreement shall automatically become null and void and of no further force and effect.
2. The **OWNER** shall pay to **CITY** the sum of One Hundred Twenty-Five Thousand (\$125,000.00) and no/100 Dollars ("Lien Settlement Payment") in the form of a cashier's check, wire transfer, attorney's trust account check, or money order, made payable to the City of Fort Lauderdale, within sixty (60) days from the date that the City Commission authorizes execution of this Agreement.
3. Upon receipt of the Lien Settlement Payment **CITY** shall provide to **OWNER** a Release of the Code Liens from the **SUBJECT PROPERTY**. **OWNER** shall be responsible for recording said Release of Code Liens in the Public Records of Broward County.
4. **OWNER** agrees that it will embark upon a project to re-develop the **SUBJECT PROPERTY** (the "Re-development Project," DRC Case # R14040). **OWNER** shall terminate its use of the **SUBJECT PROPERTY** as a parking lot no later than fifteen (15) days' from the Effective Date. Upon said termination of use, in addition to the mitigation of the Code Liens, the **OWNER** shall be deemed in compliance with the Code Cases, unless and until the Code Liens are reinstated on the **SUBJECT PROPERTY** in accordance with Paragraph 11 hereof.
5. **OWNER** shall, by October 15, 2016, finalize any and all changes to the plans for the Re-development Project file and application for the building permits for the Re-development Project. The proposed Re-development Project shall be substantially similar to the plans presented to the City of Fort Lauderdale City Commission on August 16, 2016.
6. **OWNER** shall within ninety (90) calendar days of receiving a building permit for the Re-development Project commence construction of the Re-development Project.
7. **OWNER** shall complete construction and obtain a Certificate of Occupancy for the entirety of the Re-Development Project, DRC Case No. R14040, within fifteen (15) months of commencement of construction of the Re-Development Project in accordance with Paragraph 6 above.
8. Upon the **OWNER** obtaining the Certificate of Occupancy for the Re-Development Project within the time specified in Paragraph 7 above, **CITY** shall provide the **OWNER** with a Satisfaction of the Code Liens.

9. If the Re-Development Project is delayed due to circumstances beyond the control of the **OWNER**, a written request may be submitted to the CITY Commission, before the expiration of the applicable term, describing the reasons and the requested change in any compliance date.

10. The **OWNER** acknowledges that proper permits must be obtained for any and all work that requires a CITY issued permit prior to the undertaking of said work.

11. At any time, if the **OWNER** fails to adhere to the conditions of this Agreement or re-institutes the use of the SUBJECT PROPERTY as a parking lot without bringing same into compliance with the current applicable Florida Building Code, City of Fort Lauderdale Unified Land Development Regulations (ULDR) and obtaining a Certificate of Occupancy for the Redevelopment Project, then the CITY shall have the right to reinstate the Code Liens, less the Lien Settlement Payment on the SUBJECT PROPERTY, plus per diem fine accruals through the date the OWNER ceases to use the SUBJECT PROPERTY as a parking lot, and record said liens in the Public Records of Broward County, which liens shall remain against the SUBJECT PROPERTY until the total amount of the Code Liens are paid in full. In such event, the fines shall continue to accrue at the daily rates previously set forth therein as of the date of said violative use.

12. 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 Agreement of their own voluntary free act without any coercion.

13. This 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.

14. The 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]



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

Jeannette A. Johnson By: JP Seiler
Witness John P. "Jack" Seiler, Mayor

Jeannette A. Johnson
Print name

Dina Bizzuti Smith By: Lee R. Feldman
Witness Lee R. Feldman, City Manager

Dina Bizzuti Smith
Print name

(CORPORATE SEAL)

ATTEST:

Jeffrey A. Modarelli

Jeffrey A. Modarelli, City Clerk

Approved as to form:
Cynthia A. Everett, City Attorney

By: Robert B. Dunckel
Robert B. Dunckel, Assistant City Attorney

CEB



As to OWNER

WITNESSES:

Witness

LES H. STEVENS

Print Name

Witness

STEVE EDWARDS

Print Name

301 Second Corp., a Florida corporation

By:

Diane H. Magic

Diane H. Magic, President

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 20 day of August, 2016, by **Diane H. Magic**, as President of 301 Second Corp., a Florida corporation. She is personally known to me or has produced _____ as identification.

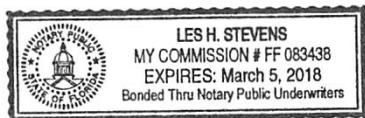
(SEAL)

LES H. STEVENS
Notary Public, State of Florida (Signature of
Notary taking Acknowledgment)

LES H. STEVENS
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number _____



As to OWNER

WITNESSES:


Witness

LES H. STEVENS
Print name


Witness

Steve Edwards
Print Name


City Center Properties, Inc., a Florida corporation

By: 
Diane H. Magid, President

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 20 day of August, 2016, by **Diane H. Magid**, as President of City Center Properties, Inc., a Florida corporation. She is personally known to me or has produced _____ as identification.

(SEAL)


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

LES H. STEVENS
Name of Notary Typed, Printed or Stamped



My Commission Expires:

Commission Number _____

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