

CITY OF FORT LAUDERDALE,
FLORIDA,
Petitioner,

Code Case No. CE18051183
Code Case No. CE19070584

v.

CALZADILLA, STEPHANIE;
Respondent /

LIEN SETTLEMENT AGREEMENT

This Lien 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, FLORIDA (hereinafter referred to as “CITY”),

STEPHANIE CALZADILLA, whose principal address is 1138 NW 16th Court, Fort Lauderdale, FL 33311, and

WAYNE R. GRIFFIN, whose principal address is 1138 NW 16th Court, Fort Lauderdale, FL 33311, (hereinafter collectively referred to as “OWNERS”).

WHEREAS, the OWNERS are the legal property owners of record of the below described real property, such property being described as follows (hereinafter referred to as the “Subject Property”):

LOT 26, BLOCK “P” OF LAUDERDALE VILLAS ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 29, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Property ID #: 4942 33 28 4990

Address: 1138 NW 16th Court, Fort Lauderdale, FL 33311

WHEREAS, the CITY recorded a code enforcement lien in Case Number CE18051183 against the OWNERS for code enforcement violations against the Subject Property for failure to comply with CITY's code violation sections 9-305(a), 9-308(b), and 18-12(a). The lien was recorded on March 12, 2019 in Official Records Instrument #115670111, of the Public Records of Broward County, Florida. The code violations have been brought into compliance and as of August 12, 2020, fines have accrued in the amount of \$81,000.00.

WHEREAS, the CITY has opened code enforcement Case Number CE19070584, against the OWNERS for code enforcement violations against the Subject Property for failure to comply with CITY's code violation sections 9-304(b), 9-305(a), 9-280(b), 24-27(b), and 9-308(a).

WHEREAS, OWNERS have requested that the CITY mitigate the above-referenced Code Enforcement Cases on the Subject Property in order to qualify for and receive funding in order to commence the plan of rehabilitation to the Subject Property;

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. Execution of Agreement: OWNERS shall execute this Agreement within seven (7) calendar days from receiving, and in the event the OWNERS fail to timely execute this Agreement, the Agreement shall automatically become null and void and of no further force and effect.

4. CITY Interests: The CITY shall receive, pursuant to Paragraph 5.2, the total principal sum of six thousand dollars (\$6,000.00) for settlement of the following CITY interests issued against the Subject Property:

a. Code Case No. CE18051183, Order Imposing a Fine recorded on March 12, 2019 in Official Records Instrument #115670111, of the Public Records of Broward County, Florida.

b. Code Case No. CE19070584, opened on July 8, 2019, and in queue to be brought forth before the Special Magistrate for the imposition of fines and lien, as/if necessary.

5. Payment to CITY and Settlement of CITY Lien and Code Enforcement Case: In settlement of the CITY lien and code enforcement case as referenced in Paragraph 4:

5.1. OWNERS shall pay CITY the total principal sum of six thousand dollars (\$6,000.00), referred to hereafter as the “Settlement Sum.” The Settlement Sum shall be paid on the “Effective Date.”

Payments shall be made via cashier’s check or money order made payable to “City of Fort Lauderdale.” If a date for payment falls on a weekend or holiday, the payment shall be due the next business day.

5.2. CITY shall provide to the OWNERS a release for the one (1) code enforcement lien, to be recorded by the OWNERS and shall close the code enforcement case. The Release of Lien will be delivered within fourteen (14) days of the CITY's receipt of the Settlement Sum.

6. Conditions: OWNERS agree and accept to the following terms and conditions of this Agreement:

6.1. Within thirty (30) days of the Effective Date, OWNERS agree to submit a permit application to CITY to bring the Subject Property into full compliance.

6.2. Within three (3) weeks after receiving permit approval, OWNERS shall replace roof.

6.3. Within one (1) week after roof replacement OWNERS shall complete and bring landscaping into full compliance.

6.4. Within three (3) weeks after roof replacement, OWNERS shall complete and bring the following areas into full compliance:

- a) Exterior fascia and building maintenance;
- b) Driveway repair;

6.5. Within three (3) months, OWNERS shall complete and bring the following areas into full compliance:

- a) Replace windows;
- b) Upgrade electrical system.

6.6. If the Subject Property has not been brought into Full Compliance pursuant to Paragraphs 6.1. through 6.5., the OWNERS acknowledge and agree that the code enforcement cases will be reopened, and fines will revert to the original amount, in favor of CITY.

6.7. OWNERS shall notify CITY in writing when OWNER believes it has achieved Full Compliance and CITY shall schedule a Code Inspection within **fifteen (15)** days of receiving said notification.

6.8. If OWNERS 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 OWNERS have been diligently performing the foregoing, OWNERS 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. OWNERS' request must be made in writing prior to the expiration of the applicable milestone and contain an explanation for the extension request.

6.9. Should OWNERS fail to achieve full compliance and fail to adhere to the conditions of this Agreement, the CITY shall reinstate the lien and reopen the code enforcement cases on the Subject Property, which shall remain against the OWNERS and the Subject Property until the total amount of the liens and/or fines are paid in full. There shall be no reduction of liens, but the Settlement Sum paid by the OWNERS shall be applied as a credit towards the total amount due.

6.10. The OWNERS agree to maintain the property and to ensure that no additional code violations or liens are placed on the Subject Property during the term of this Agreement. Further, if any new code violations or liens arise during the pendency of this Agreement, the OWNERS agree to resolve these violations and/or liens prior to the expiration of the conditions contained in Paragraphs 6.1. through 6.5. of this Agreement. Should the OWNERS fail to abide by the terms herein, the settlement offer will be revoked, and the full lien amount will become due.

7. General Release from STEPHANIE CALZADILLA and WAYNE R. GRIFFIN:
OWNERS 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 OWNERS had, now have, or which any personal representative, successor, heir or assign of OWNERS 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. General Release from CITY: CITY hereby remises, releases, acquits, satisfies and forever discharges OWNERS, 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 OWNERS, its agents, administrators, managers, officers, employees and representatives, relating to or arising from the liens and encumbrances described in Paragraph 4.

9. Attorneys' Fees: Except as set forth in Paragraph 14 below, each Party is responsible for paying its own attorneys' fees, costs and expenses arising out of or connected with the settlement,

including but not limited to fees and costs incurred in the preparation and execution of this Agreement.

10. 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.

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 and to fully, completely, and finally settle the encumbrances referenced in Paragraph 4. 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: 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.

14. 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.

15. 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.

16. 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.

17. 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.

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[SIGNATURE PAGES TO FOLLOW]

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

STEPHANIE CALZADILLA, Owner

By: _____

_____ day of _____, 2020

STATE OF _____ :
COUNTY OF _____ :

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020 by STEPHANIE CALZADILLA.

(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 _____

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

WAYNE R. GRIFFIN, Owner

By: _____

_____ day of _____, 2020

STATE OF _____ :
COUNTY OF _____ :

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020 by WAYNE R. GRIFFIN.

(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 _____

I HAVE READ AND FULLY UNDERSTAND THE ABOVE LIEN SETTLEMENT
AGREEMENT

ATTEST:

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

JEFFREY A. MODARELLI
City Clerk

BY: _____
CHRISTOPHER J. LAGERBLOOM,
City Manager

_____ day of _____, 2020

Approved as to form:
ALAIN E. BOILEAU, City Attorney

BY: _____
TANIA MARIE AMAR
Assistant City Attorney