

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (hereinafter referred to as the “Agreement”) made and entered into as of this \_\_\_\_ day of November, 2020, by and between the following, sometimes referred to hereafter collectively as the “Parties” and individually as a “Party”:

MTGLQ INVESTORS L.P., a Foreign Limited Partnership authorized to do business in the State of Florida (hereinafter referred to as “OWNER”);

JESUS AGUILERA, (hereinafter referred to as “BUYER”), and

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

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

LOT 15, BLOCK 35, CORAL RIDGE ISLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 45, PAGE 47, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

A/K/A 5130-5132 NE 17<sup>TH</sup> TERRACE, FORT LAUDERDALE, FLORIDA 33334

Property ID #4942 11 07 1990

WHEREAS, on or about April 21, 2017, a Notice of Lis Pendens was filed in the Circuit Court of Broward County, Florida, initiating a Foreclosure action with Case No. CACE 17-007125.

WHEREAS, on or about September 15, 2017, an Assignment of Mortgage in favor of MTGLQ INVESTORS, L.P. was recorded in in Official Records Instrument #113223607 of the Public Records of Broward County, Florida.

WHEREAS, on or about February 12, 2020, a Foreclosure Sale was held wherein MTGLQ INVESTORS, L.P. was the successful bidder in the amount of \$361,300.00. The Certificate of Title was recorded on or about February 28, 2020 in Official Records Instrument #116381323 of the Public Records of Broward County, Florida.

WHEREAS, OWNER and BUYER have requested that the CITY mitigate the fine amounts owed, pursuant to the Code Violations on the Subject Property in order to complete the purchase and sale of 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;

WITNESSETH

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is agreed to and acknowledged by the Parties, the following are the terms and conditions of the Agreement:

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, , 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 this Agreement:** OWNER and BUYER shall execute this Agreement prior to City Commission approval on **November 17, 2020**, and in the event OWNER and BUYER fail to timely execute this Agreement, the Agreement shall automatically become null and void and of no further force and effect.

4. **Terms:** Contemporaneous with receipt of the executed 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 twenty-five thousand dollars (\$25,000.00) referred to hereafter as the "**Settlement Sum**," for the settlement of the following encumbrances recorded against the Subject Property:

- a. Code Case No. CE12081386 instrument no. 111977453
- b. Code Case No. CE13040080 instrument no. 111956923
- c. Code Case No. CE17042277 instrument no. 116141504
- d. Code Case No. CE19080614
- e. Code Case No. CE19080457 instrument no. 116141504

**4.1.** Upon closing 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 two hundred sixty-eight dollars and forty-eight cents (\$10,268.48) for the following utility account outstanding balances:

- a. Account 2070378- 5130 NE 17<sup>th</sup> Terrace in the amount of \$8,835.95
- b. Account 2139464- 5130 NE 17<sup>th</sup> Terrace in the amount of \$398.43
- c. Account 2100726- 5132 NE 17<sup>th</sup> Terrace in the amount of \$308.65
- d. Account 2155827- 5132 NE 17<sup>th</sup> Terrace in the amount of \$725.45

5. **Settlement of CITY Encumbrances:** In settlement of the encumbrances referenced in Paragraph 4:

**5.1.** OWNER and BUYER shall pay CITY the Settlement Sum. The Settlement Sum shall be remitted along with the fully executed Settlement Agreement

**5.2.** Upon closing, 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 two hundred sixty-eight dollars and forty-eight cents (\$10,268.48).

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

**6. Conditions:** OWNER and BUYER agree and accept the following terms and conditions of this Agreement:

**6.1** In the event that payment of the Settlement Sum is not received pursuant to Paragraph 6.1, the entire fine amounts will become due.

**6.2** Within ninety (90) days after closing, BUYER agrees to ensure that the Subject Property is in full compliance, and that any and all outstanding violations will be cured.

**6.3.** BUYER shall notify CITY upon completion of the rehabilitation of the Subject Property and CITY shall schedule a Code Inspection within **fifteen (15)** days of receiving said notification. Upon receipt of the Settlement Sum as described in Paragraph 6.1., along with the Code Inspector's confirmation that the Subject Property is in compliance and that there are no existing violations, CITY shall provide BUYER with a satisfaction and release of lien for the encumbrances as described in Paragraph 4, to be recorded by BUYER, within fourteen (14) days.

**6.4.** If 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.

**6.5.** Should BUYER fail to adhere to the conditions of this Agreement, the CITY shall reinstate the fines on the Subject Property, which fines shall remain against the Subject Property until the total amount of the lien is paid in full. There shall be no reduction of liens. Any and all payments made by OWNER AND BUYER shall be applied as a credit towards the total lien amount due.

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

**6.7** OWNER and BUYER agree to maintain the property and 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 fine amounts will become due.

**7. General Release from OWNER and BUYER:** OWNER and BUYER hereby remises, releases, acquits, ~~satisfies~~ satisfy and forever discharges 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 OWNER and BUYER had, now has, or which any personal representative, successor, heir or assign of OWNER and BUYER 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. Release from CITY:** CITY hereby remises, releases, acquits, satisfies and forever discharges OWNER and BUYER, 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 OWNER and BUYER, its agents, administrators, managers, officers, employees and representatives, relating to or arising solely from the liens and encumbrances described in Paragraph 4.

**9. Attorney's Fees:** Each Party is responsible for paying its own attorneys' fees, costs and expenses arising out of or connected to the preparation and execution to 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 Mortgage and Modification~~. 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. **THE PARTIES EXPRESSLY AGREE TO WAIVE A TRIAL BY JURY OF ALL ISSUES SO TRIABLE RELATED TO THIS AGREEMENT.**

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.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE SETTLEMENT AGREEMENT.

**OWNER**

**MTGLQ INVESTORS, LP., a Foreign  
Limited Partnership c/o Shellpoint  
Mortgage Servicing**

**By: Steven B. Greenfield, Esq.**

By: \_\_\_\_\_

Name: Steven B. Greenfield, Esq.

Title: Attorney for owner

ATTEST:

(CORPORATE SEAL)

By: \_\_\_\_\_  
Secretary

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020 by STEVEN B. GREENFIELD as Attorney for MTGLQ INVESTORS, L.P., a Foreign Limited Partnership authorized to do business in Florida c/o Shellpoint Mortgage Servicing.

\_\_\_\_\_  
(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 SETTLEMENT AGREEMENT.

**BUYER**  
**JESUS AGUILERA**

By: \_\_\_\_\_

I HAVE READ AND FULLY UNDERSTAND THE ABOVE SETTLEMENT AGREEMENT.

STATE OF FLORIDA:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020 by JESUS AGUILERA.

\_\_\_\_\_  
(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 \_\_\_\_\_

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