

CITY OF FORT LAUDERDALE,
FLORIDA
Petitioner

Code Case No. CE10121996
Code Case No. CE10122046

v.

PEDRO FLORENCIO and LEONOR
ALEGRIA,
Respondent

_____ /

LIEN 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”:

PEDRO FLORENCIO and LEONOR ALEGRIA (hereinafter collectively referred to as “OWNERS”);

SKOTG, L.L.C., a Florida Limited Liability Company (hereinafter referred to as “BUYER”), and

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

WHEREAS, OWNERS are 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 3, BLOCK 10, IN GILLCREST, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 34, PAGE 12, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

A/K/A 1270 SW 29th TERRACE, FORT LAUDERDALE, FLORIDA 33312-2853

Property ID #5042 17 18 0430

WHEREAS, OWNERS and BUYER have executed a contract for OWNERS to sell the Subject Property to BUYER under certain terms and conditions; and

WHEREAS, the CITY recorded a code enforcement lien in Case Number CE10121996 against the OWNERS for code enforcement violations against the Subject Property for failure to comply with CITY's Code of Ordinances Section 28-33(a). The lien was recorded on June 2, 2011, in Official Records Book 47951, Page 1058, of the Public Records of Broward County, Florida. As of June 15, 2021, the current amount due on the Order Imposing a Fine is Three Hundred Fifty-Five Thousand Seven Hundred Dollars and 00/100 Cents (\$355,700.00). Said fine continues to accrue at a daily rate of One Hundred Dollars (\$100.00) per violation until paid in full or until the subject property is brought into compliance; and

WHEREAS, the CITY recorded a code enforcement lien in Case Number CE10122046 against the OWNERS for code enforcement violations against the Subject Property for failure to comply with Florida Building Code (2007) Sections 105.1, 110.1.1, and 708.3. The lien was recorded on September 12, 2011, in Official Records Book 48172, Page 473, of the Public Records of Broward County, Florida. As of June 15, 2021, the current amount due on the Order Imposing a Fine is One Hundred Four Thousand Ten Dollars (\$104,010.00). Said fine continues to accrue at a daily rate of Ten Dollars (\$10.00) per violation until paid in full or until the subject property is brought into compliance; and

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

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; and

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 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 this Agreement**: OWNERS and BUYER shall execute this Agreement within seven (7) calendar days from receiving City Commission approval, and in the event OWNERS and BUYER 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 5.1, the total principal sum of Fifteen Thousand Dollars (\$15,000.00) for settlement of the following CITY interests issued and recorded against the Subject Property:

a. Code Case No. CE10121996, Order Imposing a Fine recorded on June 2, 2011, in Official Records Book 47951, Page 1058, of the Public Records of Broward County, Florida.

b. Code Case No. CE10122046, Order Imposing a Fine, recorded on September 12, 2011, in Official Records Book 48172, Page 473, of the Public Records of Broward County, Florida.

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

5.1. OWNERS and BUYER shall pay CITY the total principal sum of Fifteen Thousand Dollars (\$15,000.00) referred to hereafter as the “Settlement Sum.” The Settlement Sum shall be paid on or before July 1, 2021.

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:** OWNERS 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 5.1, the entire fine amounts will become due and owing.

6.2 If the closing on the sale of the property is not completed 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 OWNERS and/or BUYER, a written request may 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 OWNERS and/or BUYER, this Agreement shall become null and void.

6.3 Within one hundred twenty (120) days of the Effective Date, the BUYER agrees to comply with Code Case Number CE10121996 by paying all connection fees, obtain all required permits, and pass all necessary inspections to connect to the CITY's sanitary sewer system, which includes abandonment of the septic tank or private lift station.

6.4 Within one hundred twenty (120) days of the Effective Date, the BUYER agrees to comply with Code Case Number CE10122046 by obtaining a demolition permit and/or remove illegally built structures, components and/or equipment and/or applying and obtaining the required *After the Fact* permits for any structural, electrical, plumbing, and mechanical work. The BUYER agrees to engage the services of a licensed and certified architect or engineer to prepare plans detailing the corrective actions, if required. Check if an approval by Broward County, EPD or the Health Department, etc. is required before submitting the plans to the CITY. The submitted plans will be required to conform to all applicable codes before being approved. When these plans are approved, a permit may be issued by the Building Department. Work that has been covered/concealed will have to have a letter from a Certified Professional Engineer stating he has inspected all the work personally and certifies that all work done conforms to all applicable codes. BUYER shall engage the services of a licensed contractor and/or trade contractors, if required. All required field inspections must be scheduled, and the work approved. The sub-permits and the master building permit must have received the final approved inspection and the permit closed. Please check with the Building Department if a Certificate of Completion or a Certificate of Occupancy is required. *After the Fact* permits may have up to quadruple fees applied to the original fee.

6.5 Within forty-five (45) days of the Effective Date, the BUYER agrees to that the landscape must be improved to include installing living ground cover in bare and missing areas.

6.6 Within forty-five (45) days of the Effective Date, the BUYER agrees to repair and reseal the driveway to ensure there are no potholes.

6.7 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 5.1., along with the Code Inspector's confirmation that the Subject Property is in full 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.

6.8 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.

6.9 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 OWNERS AND BUYER shall be applied as a credit towards the total lien amount due.

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

6.11 BUYER agrees to maintain the property and ensure that no additional code violations or liens are placed on the property during the terms of this Agreement. Further, if any new code violations or liens arise during the pendency of this settlement, BUYER agrees to resolve these violations and/or liens prior to the expiration of the conditions contained in Paragraph 6.3 through 6.6 of this Agreement. Should BUYER fail to abide by the terms herein, the settlement offer will be revoked, and the full lien amount will become due. Should this condition not be met, the settlement offer will be revoked, and the full fine amounts will become due.

7. **General Release from OWNERS and BUYER:** OWNERS and BUYER 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 and BUYER had, now have or which any personal representative, successor, heir or assign of OWNERS 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, relating to or arising from the liens and encumbrances described in Paragraph 4.

8. **Release from CITY:** CITY hereby remises, releases, acquits, satisfies and forever discharges OWNERS 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 OWNERS and BUYER, its agents, administrators, managers, officers, employees and representatives, relating to or arising from the liens and encumbrances described in Paragraph 4.

9. **Attorney's 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 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 liens and encumbrances described 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.

[SIGNATURE PAGES TO FOLLOW]

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

WITNESSES:

OWNERS

Print Name

By: _____
PEDRO FLORENCIO

Print Name

By: _____
LEONOR ALEGRIA

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021 by **PEDRO FLORENCIO**.

(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 _____

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021 by **LEONOR ALEGRIA**.

(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.

WITNESSES:

Print Name

Print Name

BUYER

SKOTG, L.L.C., a Florida Limited Liability
Company

By: _____
CHARLES J. BONFIGLIO, JR., Manager

ATTEST:

By: _____
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2021 by CHARLES J.
BONFIGLIO, JR as Manager of SKOTG, L.L.C., a Florida Limited Liability Company.

(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

BY: _____
JEFFREY A. MODARELLI
City Clerk

BY: _____
CHRISTOPHER J. LAGERBLOOM,
City Manager

_____ day of _____, 2021

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

BY: _____
TANIA MARIE AMAR
Assistant City Attorney