

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”:

TERMINAL VENTURES, LLC, a Florida Limited Liability Company,

IGNACIO MARTINEZ, individually (hereinafter collectively referred to as “TENANT”),

and

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

WHEREAS, TENANT is a party to the Lease Agreement dated February 24, 2020, which provides the terms of the lease of Parcel No. 8G located at the Fort Lauderdale Executive Airport, situated in the City of Fort Lauderdale, Broward County, Florida (hereinafter referred to as the “Subject Property”), such real property being described as follows:

F.X.E. PLAT 119-4 B POR TR 1 DESC AS COMM AT CTR OF SEC 8, ELY 233.24, ELY, SLY 95 TO POB, CONT SLY 4.82 TO P/C, SWLY 234.22, SWLY 149.07, ELY 195, NLY 357.25, WLY 74.05 TO POB AKA: PARCEL 8-G

More commonly known as: 2400 NW 62nd Street, Fort Lauderdale, Florida

WHEREAS, TENANT executed and delivered a Second Amendment to Lease Agreement on or about May 14, 2021, to extend the time period for the TENANT to complete the improvements required for phases 2 and 3 for Parcel 8G; and

WHEREAS, the CITY recorded a code enforcement lien in Case Number CE15082401 for code enforcement violations against the Subject Property. The lien was recorded on January 6,

2016, in Official Records Instrument #113441726, of the Public Records of Broward County, Florida. As of June 7, 2021, the current amount due on the Order Imposing a Fine is Three Million Six Hundred Nineteen Thousand Dollars and 00/100 Cents (\$3,619,000.00); and

WHEREAS, the CITY recorded a code enforcement lien in Case Number CE12090395 for code enforcement violations against the Subject Property. The lien was recorded on August 20, 2014, in Official Records Book 51029, Page 459, of the Public Records of Broward County, Florida. As of June 7, 2021, the current amount due on the Order Imposing a Fine is Seven Hundred Sixty-Nine Thousand Two Hundred Dollars and 00/100 Cents (\$769,200.00); and

WHEREAS, the CITY recorded a code enforcement lien in Case Number CE13070636 for code enforcement violations against the Subject Property. The lien was recorded on May 30, 2014, in Official Records Instrument #112319817, of the Public Records of Broward County, Florida. As of June 7, 2021, the current amount due on the Order Imposing a Fine is Five Hundred Twenty Thousand Four Hundred Dollars and 00/100 Cents (\$520,400.00); and

WHEREAS, TENANT has requested that the CITY mitigate the fine amounts owed, pursuant to the Code liens on the Subject Property in order to proceed with the terms of said Second Amendment to Lease Agreement; 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**: TENANT shall execute this Agreement within seven (7) calendar days from receiving City Commission approval, and in the event TENANT fails 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 One Thousand Four Hundred Seventy-Five Dollars and 06/100 Cents (\$1,475.06) for settlement of the following CITY interests issued and recorded against the Subject Property:
 - a. Code Case No. CE15082401, Order Imposing a Fine recorded on January 6, 2016, in Official Records Instrument #113441726, of the Public Records of Broward County, Florida.
 - b. Code Case No. CE12090395, Order Imposing a Fine, recorded on August 20, 2014, in Official Records Book 51029, Page 459, of the Public Records of Broward County, Florida.
 - c. Code Case No. CE13070636, Order Imposing a Fine, recorded on May 30, 2014, in Official Records Instrument #112319817, 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. TENANT shall pay CITY the total principal sum of One Thousand Four Hundred Seventy-Five Dollars and 06/100 Cents (\$1,475.06) referred to hereafter as the “Settlement Sum.” The Settlement Sum shall be due upon execution of this Agreement.

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**: TENANT agrees and accepts 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 Within thirty (30) days of the Effective Date, TENANT agrees to submit the application for financing to complete the building renovations.

6.3 Within fifteen (15) months of obtaining financing, TENANT agrees to complete the building renovations and to comply the encumbrances referenced in Paragraph 4.

6.4 TENANT 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 TENANT with a satisfaction and release of lien for the encumbrances as described in Paragraph 4, to be recorded by TENANT, within fourteen (14) days.

6.5 If TENANT 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, TENANT 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. TENANT's request must be made in writing prior to the expiration of the applicable milestone and contain an explanation for the extension request.

6.6 Should TENANT 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 TENANT shall be applied as a credit towards the total lien amount due.

6.7 In the event of a sale of the Subject Property, the balance of the settlement amount will become due immediately prior to closing.

6.8 TENANT agrees to maintain the Subject Property and ensure that no additional code violations or liens are placed on the Subject Property during the terms of this Agreement. Further, if any new code violations or liens arise during the pendency of this settlement, TENANT agrees to resolve these violations and/or liens prior to the expiration of the conditions contained in Paragraph 6.2 and 6.3. Should TENANT 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 TENANT:** TENANT hereby remises, releases, acquits, satisfies 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 TENANT had, now has or which any personal representative, successor, heir or assign of TENANT 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 TENANT, 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 TENANT, 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:

TENANT

TERMINAL VENTURES, LLC, a Florida
Limited Liability Company

By: _____
IGNACIO MARTINEZ, Manager

Print Name

Print Name

IGNACIO MARTINEZ, Individually

By: _____

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 **IGNACIO MARTINEZ as Manager of TERMINAL VENTURES, LLC, 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 _____

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 **IGNACIO MARTINEZ, Individually.**

(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