

CODE ENFORCEMENT LIEN REDUCTION AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____, 2018, by and between Thomas Cotton (“Cotton”) having an address of 5390 NW 41 Way Coconut Creek, FL 33073 and The City of Coconut Creek Florida (“City”) having an address of 4800 W. Copans Road Coconut Creek, Florida 33063.

W I T N E S S E T H :

WHEREAS, Cotton is the owner of the property described as 5390 NW 41 Way, Coconut Creek, Florida as more particularly described in Exhibit “A” attached hereto and made a part hereof (the “Property”); and

WHEREAS, the Property was found to be in violation of the City’s Code of Ordinances in City Code Enforcement Proceeding Case #C14090258 and a Final Order of the Special Magistrate for the City was entered in such case and recorded in the Public Records of Broward County, Florida on October 22, 2015 under Instrument # 113302651 (“Case #1”); and

WHEREAS, the Property was found to be in violation of the City’s Code of Ordinances in City Code Enforcement Proceeding Case #C15040479 and a Final Order of the Special Magistrate for the City was entered in such case and recorded in the Public Records of Broward County, Florida on November 10, 2015 under Instrument # 113340405 (“Case #2”); and

WHEREAS, fines accrued under the above referenced Orders until the Property was brought into compliance; and

WHEREAS, the fines that accrued under the referenced Orders were reduced to liens in the amount of Eighteen Thousand Seven Hundred Seventy Five Dollars and No/100 (\$18,775.00) for Case #1 and Thirteen Thousand Twenty-five Dollars and No/00 (\$13,025.00) for Case #2, which liens were recorded under Instrument numbers #113938632 (Case #1) and Instrument # 113938633 (Case #2) in the Public Records of Broward County, Florida (collectively, the “Liens”); and

WHEREAS, Cotton submitted a request for mitigation of the Liens and appeared before the City Code Enforcement Fine Reduction Committee (the “Committee”) on December 5, 2017; and

WHEREAS, the Committee heard testimony from City staff and Cotton with respect to the violations, and Cotton acknowledged the violations and that Case #1 was a repeat violation; and

WHEREAS, the Committee, with Cotton’s consent, considered the request for Lien reduction for both Case #1 and Case #2 simultaneously; and

WHEREAS, during the Committee's deliberation, Cotton proposed that in the event of a reduction in the amount of the Liens that he be permitted to pay same in installments; and

WHEREAS, Cotton was advised that in the event City agreed to an installment payment plan that it would be necessary for Cotton and City to enter into an agreement providing that in the event of a default in payment, foreclosure, bankruptcy or a recurrence of a violation, that the Liens would revert back to their original amounts reduced only by the amount of any payments made to that time; and

WHEREAS, based on Cotton's acknowledgment of his understanding and acceptance of the terms under which the Committee would recommend a Lien reduction and payment plan, a motion was made and passed by the Committee recommending the reduction of the Liens for Case #1 and Case #2 to a combined total of Fourteen Thousand Three Hundred Fifty Dollars and No/100 (\$14,350.00) with an Administrative fee of Fifty Dollars and No/100 (\$50.00) for a total amount due of Fourteen Thousand Four Hundred Dollars and No/100 (\$14,400.00).

NOW, THEREFORE, in consideration Ten Dollars and No/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein and constitute adequate consideration for this Agreement.

2. Lien Reduction. City hereby agrees to reduce the amount of the Liens recorded under Instrument #113938632 and Instrument #113938633 in the Public Records of Broward County, Florida together with all administrative fees thereon, to a combined total of Fourteen Thousand Four Hundred Dollars and No/100 \$14,400.00, (the "Reduced Lien Amount") subject to the terms and conditions set forth in this Agreement.

3. Payments. Payments on the Reduced Lien Amount in the amount of Three Hundred Dollars and No/100 (\$300.00) each shall be made by Cotton to City monthly for Forty Eight (48) months on or before the 10th day of each month commencing March 10, 2018, and continuing thereafter monthly on like date until paid in full.

4. Termination in Event of Uncured Default. In the event of a default by Cotton under the terms of this Agreement not cured within the cure period as set forth in Paragraph 5 below, the City's agreement to reduce the Liens shall be rescinded and terminate without further action on the part of City or any further notice and the Liens shall revert to the full amounts due as set forth in the Liens recorded in Instrument #113938632 and Instrument #113938633 of the Public Records of Broward County, Florida subject only to credits for any amounts actually paid to reduce same as of the date of default.

5. Events of Default and Opportunity to Cure. Events of default hereunder shall include, but not be limited to:

- A. Monetary Default. Failure to pay any sum required hereunder within Ten (10) days of the date when due shall be a Monetary Default hereunder.
- B. Non-Monetary Default. Issuance by City of a Courtesy Warning or Notice of Violations for the Property for any violation of City Ordinances; the Commencement by, or on behalf of, Cotton of bankruptcy proceedings, voluntary or involuntary; or the filing of any foreclosure action by a lien holder superior to City shall constitute a Non- Monetary Default.
- C. Notice and Time to Cure. In the event of a Monetary Default, City shall send Cotton notice of the default and Cotton shall thereafter have Seven (7) days from the date of such notice to cure. In the event of a Non-Monetary Default, City shall send Cotton notice of the default and Cotton shall thereafter have Twenty (20) days from the date of said notice within which to cure.

6. Sale, Conveyance or Transfer of Title to the Property: In the event of the sale or other transfer or conveyance of Cotton’s title to the Property including but not limited to a sale to a third party, deed in lieu of foreclosure, transfer of title by devise, descent, or operation of law, transfer by tax deed or sheriff’s sale or transfer of title as a result of a foreclosure, then in that event, the remaining balance of the Reduced Lien Amount shall be due and payable in full on the date of such transfer.

7. Notices. Any notice to be sent as required by this Agreement shall be in writing and shall be deemed to have been given three days after depositing the same in the United States mail, postage pre-paid, or one day after depositing the same with an overnight express mail provider, or after hand-delivery addressed to the respective parties at the addresses set forth below.

Notice to City: City of Coconut Creek
 Attn: City Attorney’s Office
 4800 West Copans Road
 Coconut Creek, Florida 33063

Notice to Cotton: Thomas Cotton
 5390 NW 41 Way
 Coconut Creek, FL 33073

8. Waiver. City by entering into this Agreement shall not by act or omission or commission be deemed to have waived any of its rights, privileges or remedies under the Liens, except as set forth herein and unless such waiver be in writing and signed by the parties hereto and then only to the extent specifically set forth therein. A waiver on one occasion shall not be construed as continuing or as a waiver of such right, privilege or remedy on any other such occasion.

9. Florida Law. All questions with respect to the construction of the terms of this Agreement and the rights and liabilities of the parties shall be construed according to the laws of the State of Florida.

10. Jurisdiction and Venue. The parties acknowledge that the negotiations, anticipated performance and execution of this Agreement occurred in Broward County, Florida and that therefore, without limiting the jurisdiction or venue of any state court, each of the parties irrevocably and unconditionally agrees that any action or legal proceedings arising out of or relating to this proceeding shall be brought exclusively in the courts of Florida located in Broward County.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12. Time Periods. If any time period provided herein shall end on a Saturday, Sunday or legal holiday, it shall extend to 5:00 p.m. the next full business day.

13. No Construction against Draftsman. The parties acknowledge that this is a negotiated Agreement and that in no event shall the terms hereby be construed against either party on the basis that such party or its counsel drafted this Agreement.

14. Binding on Heirs. This Agreement shall be binding upon the parties hereto, their respective heirs, legal representatives, executors, administrators, successors and assigns.

15. Severability. Should any provision of this Agreement be held unenforceable or invalid for any reason, the remaining provisions and portions of this Agreement shall be unaffected by such holding.

16. Attorney's Fees. In the event of default, the prevailing party in any court proceeding for the enforcement or defense of either party's right under this Agreement shall be entitled to recover reasonable attorneys' fees and court costs and reasonable costs and expenses from the non-prevailing party, including prior to trial, at all trial and appellate levels, post-judgment and bankruptcy proceedings in enforcing this Agreement. This paragraph intends for only one party to be awarded costs and reasonable attorneys' fees.

17. Entire Agreement. This Agreement contains all agreements of the parties. There are no contemporaneous promises, representations or agreements inducing entry into the Agreement, and all parties agree that no agreements or modifications to this Agreement shall in any way be valid or enforceable unless in writing and signed by all parties.

18. Gender. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

19. Captions. The captions inserted in this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in anyway affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2018.

Signed, sealed and delivered
In the presence of:

Janice Ninesling

T. Cotton
Thomas Cotton

Print Name Janice Ninesling

Leslie Wallace May

Print Name Leslie Wallace May

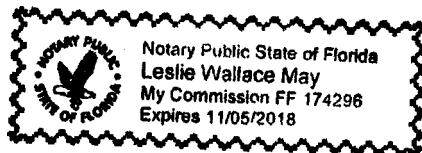
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of February 2018, by Thomas Cotton, ~~who is personally known to me or~~ who produced a driver's license as identification.

Leslie Wallace May
NOTARY PUBLIC-State of Florida

Commission Expiration Date: 11/05/18

Print Name: Leslie Wallace May



IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2018.

City of Coconut Creek Florida
By:

Print Name: Mary C. Blasi

Title: City Manager

ATTEST:

Leslie Wallace May
City Clerk

OFFICIAL SEAL

Approved as to form:

Terrill C. Pyburn, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____ 2018, by _____, as _____ of the City of Coconut Creek Florida, who is personally known to me or who produced a driver's license as identification.

NOTARY PUBLIC-State of Florida
Print/Type/Stamp Name:
Commission Expiration Date:
Notary Seal:

EXHIBIT "A"

Legal Description	WINSTON PARK SECTION TWO-A 138-40 B A POR TR F DESC'D AS:COMM SE COR SAID TR F;W 198.67 TO POB;W 50, N 65,E 50,S 65 TO POB AKA: LOT 95 OF CORAL POINTE
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