

**SETTLEMENT AGREEMENT
AND
RELEASE OF MUNICIPAL LIENS**

This Settlement Agreement and Release(s) of Municipal Liens ("Settlement Agreement") is made and entered into this _____ day of _____, 2018, by and between AC HOMES, LLC ("AC Homes"), a Florida Limited Liability Company, whose address is 516 Avenida Del Maiz, South Bay, Florida 33493; Gustavo Pineiro, as Trustee of 2556 NW 4th Court Trust ("Piniero"), whose address is 2728 Davie Boulevard, Unit 232, Fort Lauderdale, Florida 33312; and the City of Pompano Beach ("City"), a Florida municipal corporation located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

WHEREAS, the City, AC Homes and Pineiro are parties in a certain foreclosure action pending in Broward County Circuit Court styled *City of Pompano Beach v. AC Homes, LLC, et al.*, Case 16-019237 (13) which was filed in October 2016 (the "pending foreclosure action");

WHEREAS, the subject foreclosure action involves three real properties (collectively the "Properties"), one of which is a single family home now owned by Gustavo Pineiro, as Trustee of 2556 NW 4th Court Trust and located at 2556 NW 4 Court, Pompano Beach, Florida 33069 (the "2556 Property") and two of which are owned by AC Homes and located at 412 and 416 NW 6th Street, Pompano Beach, Florida, 33060 (collectively the "412 Properties");

WHEREAS, AC Homes owned all three Properties when the City filed the subject litigation but in April 2017 AC Homes subsequently transferred title of the 2556 Property to Pineiro;

WHEREAS, Exhibit "A" attached hereto and made a part hereof describes the Code Enforcement, Nuisance Abatement and Unsafe Structure liens valued in excess of approximately \$10,000,000 that were recorded against the Properties when the City filed the subject foreclosure action in October 2016;

WHEREAS, Exhibit "B" attached hereto and made a part hereof describes the Code Enforcement, Nuisance Abatement and Unsafe Structure liens recorded against the Properties as of the time of the Settlement Agreement;

WHEREAS, the City, AC Homes and Pineiro have agreed to settle and completely resolve all of their outstanding differences, disputes and claims, asserted or unasserted, known or unknown, for a sum in settlement ("Settlement Sum") of the municipal liens currently remaining against the Properties as further described in Exhibit "B" and AC Homes' conveyance of the 412 Properties to the City.

NOW THEREFORE, in consideration of the above recitals and the promises and agreements contained in this Settlement Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City, AC Homes and Pineiro do hereby covenant and agree as follows.

1. **Representations.** All of the above statements are true and correct to the best of the parties' belief and knowledge.

2. **Settlement Obligations of the City, AC Homes and Pineiro.**

A. On or before April 1, 2018, AC Homes agrees to transfer its ownership interest in the 412 Properties to the City pursuant to the Quit Claim Deeds attached hereto and made a part hereof as Exhibits "C" and "D".

B. In exchange for AC Homes' satisfactory performance of the actions described in Paragraph 2.A. above, the City shall execute and record in the Public Records of Broward County releases on the municipal liens currently existing on the 412 Properties as further described in Exhibit "B," release AC Homes from all liability arising from the City's liens on the 2556 Property, and also dismiss with prejudice AC Homes from the pending foreclosure action styled *The City of Pompano Beach v AC Homes LLC, et al, pending in Broward County Circuit Court*, Case No. CACE1601923.

C. Subsequent to City's satisfactory performance of the actions described in Paragraph B above, AC Homes agrees to take the following actions:

(i) dismiss with prejudice the Counterclaim it filed in the pending foreclosure action referenced in Paragraph B above; and

(ii) dismiss with prejudice the appeal it filed in Broward County Circuit Court styled *AC Homes, LLC v. The City of Pompano Beach Unsafe Structures and Housing Appeals Board*, Case 17-17-018888.

D. Piniero shall pay City a Settlement Sum of \$40,000 payable in ten (10) equal monthly installments in accordance with the schedule set forth below although Pineiro may also pay the Settlement Sum in full earlier without penalty by City. Payments shall be forwarded to the attention of Peter Cristancho, Collections Specialist, 100 West Atlantic Boulevard, Suite 275, Pompano Beach, Florida 33060.

\$ 4,000 due on or before May 1, 2018
\$ 4,000 due on or before June 1, 2018
\$ 4,000 due on or before July 1, 2018
\$ 4,000 due on or before August 1, 2018
\$ 4,000 due on or before September 1, 2018
\$ 4,000 due on or before October 1, 2018
\$ 4,000 due on or before November 1, 2018
\$ 4,000 due on or before December 1, 2018
\$ 4,000 due on or before January 1, 2019
\$ 4,000 due on or before February 1, 2019

In exchange for payment in full of the Settlement Sum, the City shall execute and record in the Public Records of Broward County releases on the municipal liens currently existing on the 2556 Property as further described in Exhibit "B" and also execute and file a Notice of Dismissal of Lis Pendens and a Stipulation for Dismissal, with prejudice, in the pending

foreclosure action styled *The City of Pompano Beach v AC Homes LLC, et al*, pending in *Broward County Circuit Court*, Case No. CACE1601923.

If Pineiro fails to timely pay the Settlement Sum in full, the City shall be entitled to continue the subject foreclosure action against Pineiro and Piniero shall not be afforded credit for any monthly installment payments made hereunder.

3. No Precedent. It is understood and agreed by all parties hereto that this Settlement Agreement is executed based on the particular circumstances of this case and does not establish a precedent for the resolution of other cases.

4. Complete Agreement. This Settlement Agreement constitutes the entire understanding of the parties hereto. There are no promises, terms, conditions, or obligations other than those contained herein in writing and all negotiations, understandings, conversations, and communications are merged into this Settlement Agreement. Each party warrants that it has not relied on any promises or representations outside of this Settlement Agreement.

5. No Oral Modifications. This Settlement Agreement can be modified, amended or revoked only by express written consent of all parties. No waiver of any of the provisions of this Settlement Agreement shall constitute a waiver of any of its other provisions.

6. Voluntary Agreement and Consultation with Counsel. AC Homes, Pineiro and the City represent and acknowledge that they (a) have read this Settlement Agreement and understand all its terms; (b) have made such investigation of the matters contained herein as deemed necessary and find the terms to be satisfactory; (c) execute this Settlement Agreement freely, voluntarily and without coercion, with full knowledge of its significance, binding effect and the legal consequences thereof; and (d) have been represented by counsel of their choice and have had adequate opportunity to review and consider the terms of this Settlement Agreement.

7. Non-Assignability. This Settlement Agreement is not assignable and all parties agree that they shall not sell, assign, transfer, merge or otherwise convey any of their respective interests, rights, or obligations under it, in whole or in part, to any other person, corporation or entity.

8. Non-Assignment of Claims. Each party represents and warrants that no other person or entity has or has had any interest in the claims, demands, or obligations or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein, and that it has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to herein.

9. Authority. Each party expressly covenants, represents and warrants that it has the authority to enter into this Settlement Agreement, and that each person signing on behalf of AC Homes, Pineiro and the City has the requisite power to bind that person, public body or entity.

10. Governing Law. This Settlement Agreement shall be governed by, and construed

in accordance with the laws of the State of Florida without regard to the conflict of law rules thereof and shall not be more strictly construed against one party than against the other by virtue of the fact that it may have been physically prepared by one party or its attorney.

11. Severability. Should any provision of this Settlement Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect.

12. Expenses. Each of the parties shall bear their own costs and expenses incurred or to be incurred in connection with, related to or arising out of this Settlement Agreement, including any transactions contemplated herein.

13. Further Assurances. Each of the parties shall execute and deliver any and all additional paper, documents, and other assurances, and shall take such additional actions as may be necessary in connection with the performance of their obligation hereunder to carry out the intent of the parties with respect to this Settlement Agreement.

14. No Obligation to Third Parties. Except for the parties to this Settlement Agreement and as otherwise provided herein, no person or entity is intended to be a beneficiary of any of its provisions and, accordingly, there shall be no third party beneficiaries of this Agreement.

15. Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile signature pages shall be acceptable in the absence of the original signature pages.

16. Default. In the event of a default of any of the covenants and conditions set forth herein, any provision as to release of the defaulting party is null and void.

17. Survival of Provisions. All covenants, warranties and representations contained in this Settlement Agreement, and all documents to be delivered by the parties in connection with the consummation of the transaction contained herein, shall survive the consummation of said transaction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto each have approved and executed this Settlement Agreement on the dates set forth below.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing instruments were acknowledged before me this _____ day of _____, 2018, by **LAMAR FISHER**, as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Name of Acknowledger Typed, Printed or Stamped

Commission Number

"AC HOMES, LLC":

Witnesses:

MARIA C. MAZUERA, as Managing Member of
AC Homes, LLC.

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by **MARIA C. MAZUERA**, as Managing Member of AC Homes, LLC., who is personally known to me or has produced _____ as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Name of Acknowledger Typed, Printed or Stamped

Commission Number

**"GUSTAVO PINEIRO, AS TRUSTEE OF
2556 NW 4 COURT TRUST":**

Witnesses:

Ivonne Legrand

IVONNE LEGRAND

Jordan Wagner

Gustavo Pineiro

GUSTAVO PINEIRO, as Trustee of 2556 NW 4 Court
Trust

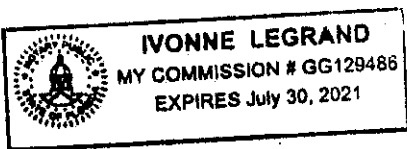
STATE OF FLORIDA)

) ss

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 21 day of
March, 2018, by GUSTAVO PINEIRO, as Trustee of 2556 NW 4 Court Trust,
who is personally known to me or has produced FL DL
as identification.

NOTARY'S SEAL:



Ivonne Legrand
NOTARY PUBLIC, STATE OF FLORIDA

Name of Acknowledger Typed, Printed or Stamped

Commission Number

412 NW 6 Street (Folio #8235-19-0460)

<u>Type</u>	<u>Case #</u>	<u>Complied</u>	<u>Daily</u> <u>Accrual</u>	<u>Recording Reference</u> <u>Instr #/BK & PG& Date</u>	<u>Balance due</u> <u>as of 5/11/17</u>
Code Compliance	07-3368	yes	\$1,400.00	BK45424 PG0946 06/05/08	\$4,429,600.00
Code Compliance	07-2149	yes	\$900.00	BK45013 PG0607 01/17/08	\$2,979,900.00
Code Compliance	07-2017	yes	\$0.00	BK44888 PG1336 12/10/07	\$ 24,250.00
Nuisance Abatement	09-1404	yes	\$0.02	BK46752 PG1318 12/22/09	\$ 259.43
Nuisance Abatement	11-160	yes	\$0.04	BK48955 PG1090 7/31/12	\$ 398.72
Nuisance Abatement	51152	yes	\$0.03	BK51178 PG0960 10/17/14	\$ 283.75
Nuisance Abatement	59554	yes	\$0.03	Inst. #112963190 05/01/15	\$ 277.33
Nuisance Abatement	70664	yes	\$0.03	Inst. #112927700 04/15/15	\$ 249.82
Unsafe Structure	08-068	yes	n/a	BK45846 PG1018 12/04/08	\$ 1,674.42
Total owed					\$ 7,436,893.47

416 NW 6 Street (Folio 8235-19-0430)

<u>Type</u>	<u>Case #</u>	<u>Complied</u>	<u>Daily</u> <u>Accrual</u>	<u>Recording Reference</u> <u>Instr #/BK & PG& Date</u>	<u>Balance due</u> <u>as of 5/11/17</u>
Code Compliance	07-1906	yes	\$0.00	BK44832 PG0634 11/20/07	\$ 62,050.00
Nuisance Abatement	52229	yes	\$0.05	BK51178 PG0960 10/17/14	\$ 411.05
Nuisance Abatement	59555	yes	\$0.05	Inst. #112963190 05/01/15	\$ 401.65
Nuisance Abatement	70665	yes	\$0.05	Inst. #112927700 04/15/15	\$ 440.50
Total owed					\$ 63,303.20

2556 NW 4 Court (Folio 8233-04-2330)

<u>Type</u>	<u>Case #</u>	<u>Complied</u>	<u>Daily</u> <u>Accrual</u>	<u>Recording Reference</u> <u>Instr #/BK & PG& Date</u>	<u>Balance due</u> <u>as of 5/11/2017</u>
Code Compliance	09-1906	no	\$450.00	BK46673 PG1834 11/19/09	\$ 1,250,150.00
Code Compliance	07-05000002	no	\$300.00	BK44888 PG1239 12/10/07	\$ 1,051,845.00
Total owed					\$ 2,301,995.00

412 NW 6 Street
8235-19-0460

<u>Type</u>	<u>Case #</u>	<u>Complied</u>	<u>Daily Accrual</u>	<u>Recording Reference Instr #/BK & PG/Date</u>	<u>Balance due as of 03/27/2018</u>
Code Compliance	07-3368	yes	\$1,400.00	BK45424 PG0946 06/05/08	\$4,646,400.00
Code Compliance	07-2149	yes	\$900.00	BK45013 PG0607 01/17/08	\$2,979,900.00
Code Compliance	07-2017	yes	n/a	BK44888 PG1336 12/10/07	\$ 24,250.00
Code Compliance	16-06003044	no	\$0.00	n/a	\$ 0.00
Nuisance Abatement	09-1404	yes	\$0.03	BK46752 PG1318 12/22/09	\$ 267.84
Nuisance Abatement	11-160	yes	\$0.05	BK48955 PG1090 07/31/12	\$ 413.47
Nuisance Abatement	51152	yes	\$0.04	BK51178 PG0960 10/17/14	\$ 295.04
Nuisance Abatement	59554	yes	\$0.04	Inst #112963190 05/01/15	\$ 288.62
Nuisance Abatement	70664	yes	\$0.03	Inst #112927700 04/15/15	\$ 259.92
Nuisance Abatement	102022	yes	\$0.05	Instr#114120518 12/28/16	\$ 376.77
Nuisance Abatement	112406	yes	\$0.05	Instr# 114332540 04/19/17	\$ 336.74
Nuisance Abatement	124805	yes	\$0.04	Instr# 114909220 02/23/18	\$ 290.62
Nuisance Abatement	143436	yes	\$0.00	n/a	\$ 802.45
Nuisance Abatement	135262	yes	\$0.04	Instr# 114909220 02/23/18	\$ 254.95
Unsafe Structure	08-068	yes	n/a	BK45846 PG1018 12/04/08	\$ 1,674.42
Unsafe Structure	17-08000584	no	\$0.00	n/a	\$ 0.00

Total owed \$7,655,810.84

416 NW 6 Street
8235-19-0430

<u>Type</u>	<u>Case #</u>	<u>Complied</u>	<u>Daily Accrual</u>	<u>Recording Reference Instr #/BK & PG/Date</u>	<u>Balance due as of 03/27/2018</u>
Code Compliance	07-1906	yes	\$0.00	BK44832 PG0634 11/20/07	\$ 62,050.30
Nuisance Abatement	52229	yes	\$0.05	BK51178 PG0960 10/17/14	\$ 427.60
Nuisance Abatement	59555	yes	\$0.05	Inst. #112963190 05/01/15	\$ 418.19
Nuisance Abatement	70665	yes	\$0.05	Inst. #112927700 04/15/15	\$ 458.63
Nuisance Abatement	102027	yes	\$0.03	INSTR#114120518 12/13/16	\$ 280.33
Nuisance Abatement	112414	yes	\$0.03	INSTR#114332540 4/19/17	\$ 273.70
Nuisance Abatement	124806	yes	\$0.07	Instr #114909220 02/23/18	\$ 461.69

Total owed \$ 64,370.44

2556 NW 4 Court
8233-04-2330

<u>Type</u>	<u>Case #</u>	<u>Complied</u>	<u>Daily Accrual</u>	<u>Recording Reference Instr #/BK & PG/Date</u>	<u>Balance due as of 03/27/2018</u>
Code Compliance	09-1906	yes	\$450.00	BK46673 PG1834 11/17/09	\$ 1,247,400.00
Code Compliance	07-05000002	yes	\$300.00	BK44888 PG1239 12/10/07	\$ 1,112,700.00
Code Compliance	16090143	yes	\$200.00	Instr# 114244711 03/07/17	\$ 32,900.00
Code Compliance	17-06003356	yes	\$0.00	n/a	\$ 0.00

Total owed \$ 2,393,000.00

This Instrument Prepared By:
Fawn Powers, Assistant City Attorney
City of Pompano Beach
P. O. Box 2083
Pompano Beach, Florida 33061

CORRECTIVE
QUIT CLAIM DEED

Executed this _____ day of _____, 2018, by

CTCA INVESTMENTS, LLC, a Florida limited liability company,
whose post office address is P.O. Box 565192, Miami, Florida 33256,
referred to as "first party", to

AC HOMES, LLC, a Florida limited liability company, whose mailing
address is 516 Avenida del Maiz, South Bay, Florida 33493, hereinafter
referred to as "second party".

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said first party, for and in consideration of the sum of TEN and No/100 DOLLARS (\$10.00) in hand paid by the second party, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land situate, lying and being in the County of Broward, State of Florida, to-wit:

Parcel 1:

**Lot 13, Block 4, SHEWMAKE PARK, according to the Plat thereof,
recorded in Plat Book 2, Page 52, of the Public Records of Broward
County, Florida.**

A/K/A: 412 NW 6 STREET #1-6, POMPANO BEACH, FL 33060

FOLIO NO. 8235-19-0460

Parcel 2:

**The East 18 feet of Lot 11, and all of Lot 12, Block 4, SHEWMAKE
PARK, according to the Plat thereof, recorded in Plat Book 2, Page
52, of the Public Records of Broward County, Florida.**

A/K/A: NW 6 STREET, POMPANO BEACH, FL 33060

FOLIO NO. 8235-19-0430

**** This Corrective Quit Claim Deed is being executed and recorded to correct the legal description of the Quit Claim Deed executed and recorded on August 27, 2013, in Official Records Book 50116, Page 1728, of the Public Records of Broward County, Florida. While the Grantor is administratively dissolved, the undersigned in her capacity as Managing Member of the company is authorized to properly wind up the business of the LLC.**

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of said first party, either in law or equity, to the only proper use, benefit and behoof of said second party forever.

IN WITNESS WHEREOF, the first party has signed and sealed these presents the day and year first above written.

WITNESSES:

(Print or Type Name)

CRISTINA MAZUERA, Managing Member
for CTCA Investments, LLC

(Print or Type Name)

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me on this ____ day of _____, 2018 by **CRISTINA MAZUERA**, as Managing Member of CTCA Investments, LLC, a Florida limited liability company, on behalf of the Florida limited liability company who is personally known to me or produced _____, as identification.

NOTARY SEAL:

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of the Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

(Commission Number)

FP/jmz
3/9/18
I:Foreclosure/ACHomes/QuitClaim/2018-540f

This Instrument Prepared By:
Fawn Powers, Assistant City Attorney
City of Pompano Beach
P. O. Box 2083
Pompano Beach, Florida 33061

QUIT CLAIM DEED

Executed this _____ day of _____, 2018, by

AC HOMES, LLC, a Florida limited liability company, whose mailing address is 516 Avenida del Maiz, South Bay, Florida 33493, hereinafter referred to as "first party", to

CITY OF POMPANO BEACH, a municipal corporation of the County of Broward, State of Florida, whose post office address is 100 W. Atlantic Boulevard, P. O. Box 2083, Pompano Beach, Florida 33061, hereinafter referred to as "second party".

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said first party, for and in consideration of the sum of TEN and No/100 DOLLARS (\$10.00) in hand paid by the second party, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land situate, lying and being in the County of Broward, State of Florida, to-wit:

Parcel 1:

Lot 13, Block 4, SHEWMAKE PARK, according to the Plat thereof, recorded in Plat Book 2, Page 52, of the Public Records of Broward County, Florida.

A/K/A: 412 NW 6 STREET #1-6, POMPANO BEACH, FL 33060

FOLIO NO. 8235-19-0460

Parcel 2:

The East 18 feet of Lot 11, and all of Lot 12, Block 4, SHEWMAKE PARK, according to the Plat thereof, recorded in Plat Book 2, Page 52, of the Public Records of Broward County, Florida.

A/K/A: NW 6 STREET, POMPANO BEACH, FL 33060

FOLIO NO. 8235-19-0430

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of said first party, either in law or equity, to the only proper use, benefit and behoof of said second party forever.

IN WITNESS WHEREOF, the first party has signed and sealed these presents the day and year first above written.

WITNESSES:

(Print or Type Name)

MARIA C. MAZUERA, Managing Member
for AC HOMES, LLC

(Print or Type Name)

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me on this ____ day of _____, 2018 by **MARIA C. MAZUERA**, as Managing Member of AC HOMES, LLC, a Florida limited liability company, on behalf of the Florida limited liability company who is personally known to me or produced _____, as identification.

NOTARY SEAL:

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of the Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

(Commission Number)

FP/jmz
3/9/18
l:Foreclosure/ACHomes/QuitClaim/2018-541f