

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA
CASE NO. CACE 19-009341 (11)

CITY OF POMPANO BEACH, a Florida
municipal corporation,

Plaintiff,

vs.

**CRISTOBAL VELOZ; IRIS VELOZ; ERIN
CAPITAL MANAGEMENT, LLC; CITY OF
NORTH LAUDERDALE; ANY AND ALL
UNKNOWN PARTIES CLAIMING BY,
THROUGH, UNDER OR AGAINST THE
HEREIN NAMED INDIVIDUAL
DEFENDANT(S) WHO HAVE OR CLAIM TO
HAVE ANY RIGHT, TITLE OR INTEREST IN
THE PROPERTY BEING FORECLOSED
UPON IN THIS CAUSE AND WHO ARE NOT
KNOWN TO BE DEAD OR ALIVE,
WHETHER SAID UNKNOWN PARTIES
MAY CLAIM AN INTEREST AS ASSIGNS,
SPOUSES, HEIRS, DEVISEES, GRANTEES,
OR OTHER CLAIMANTS,**

Defendant(s).

_____ /

SETTLEMENT AGREEMENT AND RELEASE OF MUNICIPAL LIENS

This Settlement Agreement and Release of Municipal Liens (“Settlement”) is entered into this ____ day of December 2020 by and between husband and wife, Cristobal Veloz and Iris Veloz (collectively “Veloz”) whose address is 20024 NW 64 Court, Miami, Florida 33015 and the City of Pompano Beach, a Florida municipal corporation located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 (the “City”).

WHEREAS, on April 30, 2019, the City filed the above styled action (the “litigation”) against Veloz and the vacant lot they own located at 1620 NE 41 Court, Pompano Beach, Florida 33064 (the “Property” more particularly described in Exhibit “A” attached hereto and made a part hereof) which sought to foreclose upon the City’s two (2) Code Enforcement, four (4) Nuisance Abatement and three (3) Unsafe Structure liens recorded against it which are more particularly described in Exhibit “B” attached hereto and made a part hereof;

WHEREAS, Exhibit “C” attached hereto and made a part hereof describes all municipal liens and costs Veloz owes the City as of the time of this Settlement which includes two (2)

additional Nuisance Abatement liens and \$100 in outstanding administrative costs that were not included in the litigation;

WHEREAS, the City and Veloz 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 of the municipal liens and charges currently existing against the Property as described in Exhibit "C" and conveyance of the Property to the City; and

WHEREAS, subject to approval of this Settlement by the City Commission of Pompano Beach, the parties have agreed to settle and resolve completely and finally all outstanding differences, disputes and claims asserted in the subject litigation as well as any appeals and petitions for review to an appellate court, if any.

NOW, THEREFORE, in consideration of the above recitals and the promises and agreements contained in this Settlement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Veloz agree to the terms and conditions set forth below.

1. **Voluntary Agreement and Consultation with Counsel.** The Parties represent and acknowledge that (a) they have read this Settlement; (b) they have made such investigation of the matters pertaining to this Settlement as they deem necessary and find the terms of this Settlement to be satisfactory; (c) they understand all of this Settlement's terms; (d) they execute this Settlement freely, voluntarily and without coercion, with full knowledge of its significance and the legal consequences thereof; and (e) they have been represented by counsel and have had an adequate opportunity to review and consider the terms of this Settlement.
2. **General Release.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City does voluntarily release Veloz from any claims or liens that it has against Veloz through the date of this Settlement with respect to the litigation and any claims or liens not part of the litigation, including but not limited to the municipal liens and costs identified in Exhibit 'C'. It does not, however, include any breach of the promises, covenants, conditions or representations contained in this Settlement.
3. **Terms of Settlement.** The parties agree to all of the settlement terms listed below.
 - (i) **Voluntary Conveyance and Surrender of Property.** Upon the City's approval and execution of this Settlement, Veloz agrees to convey good and marketable title to the Property more particularly described in Exhibit "A".
 - (ii) **Settlement Sum.** Within 10 business days of the full execution of this Settlement and Veloz' satisfactory performance of any other actions required hereunder, including conveyance of the Property to the City, the City shall pay Veloz the Settlement Sum of Two Thousand Four Hundred Forty Four Dollars and Twenty Two Cents (\$3,000.00 minus approximately \$555.78 for

outstanding 2020 real property taxes = \$2,444.22).

(iii) **Dismissal of Action.** Within 10 business days of the full execution of this Settlement and satisfactory completion of all required actions hereunder, City shall take all actions necessary to cause all claims in the litigation to be dismissed with prejudice. Likewise, City take all action necessary to cause all claims against Veloz not part of the litigation, including but not limited to the municipal liens and costs identified in Exhibit ‘C’, to be released.

4. **Authority.** Both parties expressly covenant, represent and warrants that they have the authority to enter into this Settlement and that each person signing on behalf of Veloz and the City have all of the requisite power to bind that person and public body, respectively.
5. **Governing Law.** This Settlement 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.
6. **Severability.** Whenever possible, each provision of this Settlement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Settlement shall be judged invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalidity or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Settlement.
7. **Notices.** All notices required or permitted hereunder shall be in writing and shall be sent via email, regular U.S. mail or other recognized delivery service and addressed as follows:

As to City: City Manager
P. O. Drawer 1300
Pompano Beach, Florida 33061
Telephone: 954-786-4601

With a copy to: City Attorney
P.O. Box 2083
Pompano Beach, Florida 33061
Telephone: 954-786-4614

As to Veloz: Cristobal and Iris Veloz
20024 NW 64 Court
Miami, Florida 33015
Telephone: 786-512-4625

8. **Counterparts.** This Settlement 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 original signature pages.
9. **Complete Agreement.** This Settlement contains the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Settlement. All negotiations, understandings, conversations, and communications are merged into this Settlement and have no force and effect other than as expressed in the text of this Agreement.
10. **No Oral Modifications.** No alterations, modifications, supplements, changes, amendments, waivers, or termination of this Settlement shall be valid unless in writing and executed by all of the parties. No waiver of any of the provisions of this Settlement shall constitute a waiver of any other provisions. Each party warrants that it has not relied on any promises or representations outside of this Agreement.
11. **Successors and Assigns.** This Settlement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
12. **Further Assurances.** Each of the parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall take such additional actions as may be necessary to carry out the parties' intent under this Settlement, including Veloz providing such documents or affidavits necessary for the City to obtain clear title to the Property.
13. **Expenses.** Except as provided in Paragraph 3, each party shall bear all of its own costs and expenses incurred or to be incurred by it in connection with, related to or arising out of the litigation and this Settlement/or negotiating and preparing this Agreement, and in carrying out any transactions contemplated by this Settlement.
14. **No Precedent.** It is understood and agreed by all parties hereto that this Stipulation is executed based on the particular circumstances of this case and does not establish a precedent for the resolution of other cases.
15. **Non-Assignability.** This Settlement is not assignable and both parties agree 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.
16. **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, 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.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"VELOZ":

Witness:
[Signature]
Signature

ALBERT ALFANO
Print Name

[Signature]
Signature

Dorothy ALFANO
Print Name

[Signature]
CRISTOBAL VELOZ

STATE OF FLORIDA

COUNTY OF DADE

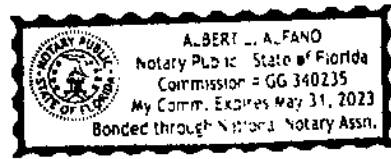
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 25 day of NOVEMBER, 2020 by CRISTOBAL VELOZ. He is personally known to me or has produced DRIVERS LICENSE (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

ALBERT L. ALFANO
Name of Acknowledger Typed, Printed or Stamped)

GG 340235
Commission Number



[Signature]
Signature

ALBERT ALFANO
Print Name

[Signature]
IRIS VELOZ

[Signature]
Signature

DONOTHY ALFANO
Print Name

STATE OF FLORIDA

COUNTY OF Dade

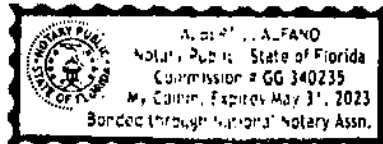
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 25 day of NOVEMBER, 2020 by IRIS VELOZ. She is personally known to me or has produced DRIVERS LICENSE (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

ALBERT L. ALFANO
Name of Acknowledger Typed, Printed or Stamped)

GG 340235
Commission Number



FP/jmx
11/19/20
L:/foreclose/Veloz/SettAgrReleaseLiens/2021-73f

EXHIBIT "A"

ADDRESS: 1620 NE 41 Court, Pompano Beach, Florida 33064

LEGAL: Lot 1, Block 63, of Pompano Beach Highlands Fifth Section, according to the Plat thereof, as recorded in Plat Book 42, at Page 21, of the Public Records of Broward County, Florida

FOLIO: 8213-06-0360

EXHIBIT "B"
City liens as of the filing of the Complaint

<u>Type of Lien</u>	<u>Case #</u>	<u>Complied Violation</u>	<u>Daily Fine/ Interest Accrual</u>	<u>Recording Reference</u>	<u>Amt. of Lien as of 04/05/2019</u>
Code Compliance	12090092	yes	\$0.00	BK49751 PG1979 5/1/13	\$ 250,600.00
Code Compliance	13070035	yes	\$0.00	BK50438 PG607 12/30/13	\$1,387,300.00
Unsafe Structure	14-8000215	yes	\$0.05	BK50969 PG656 7/29/14	\$ 442.41
Unsafe Structure	15-8000410	yes	\$0.06	Instr#113346518 11/13/15	\$ 482.75
Unsafe Structure	15-8000435	yes	\$1.65	Instr#114384506 5/15/17	\$ 10,218.67
Nuisance Abatement	28802	yes	\$0.10	BK49922 PG973 6/25/13	\$ 795.27
Nuisance Abatement	58040	yes	\$0.13	BK51178 PG960 10/17/14	\$ 949.68
Nuisance Abatement	70584	yes	\$0.11	Instr#112927700 4/15/15	\$ 786.67
Nuisance Abatement	138321	yes	\$0.06	Instr#114909220 2/23/18	\$ 392.12

Total: \$1,651,967.57

EXHIBIT "C"
City liens and costs included in the Settlement

<u>Type of Lien</u>	<u>Case #</u>	<u>Complied Violation</u>	<u>Daily Fine/ Interest Accrual</u>	<u>Recording Reference</u>	<u>Amt. of Lien as of 12/08/2020</u>
Code Compliance	11030175	yes	\$0.00	n/a	\$ 100.00
Code Compliance	12090092	yes	\$0.00	BK49751 PG1979 5/1/13	\$ 250,600.00
Code Compliance	13070035	yes	\$0.00	BK50438 PG607 12/30/13	\$1,387,300.00
Unsafe Structure	14-8000215	yes	\$0.05	BK50969 PG656 7/29/14	\$ 478.56
Unsafe Structure	15-8000410	yes	\$0.06	Instr#113346518 11/13/15	\$ 524.51
Unsafe Structure	15-8000435	yes	\$1.35	Instr#114384506 5/15/17	\$ 11,217.25
Nuisance Abatement	28802	yes	\$0.09	BK49922 PG973 6/25/13	\$ 861.05
Nuisance Abatement	58040	yes	\$0.11	BK51178 PG960 10/17/14	\$ 1,032.28
Nuisance Abatement	70584	yes	\$0.09	Instr#112927700 4/15/15	\$ 856.28
Nuisance Abatement	138321	yes	\$0.05	Instr#114909220 2/23/18	\$ 430.95
Nuisance Abatement	185888	yes	\$0.05	Instr#1160779016 9/6/19	\$ 396.26
Nuisance Abatement	194961	yes	\$0.05	Instr#116329372 2/4/20	\$ 387.78
Nuisance Abatement	215420	yes	\$0.00	n/a	\$ 357.74

Total: \$1,654,542.66