

Orig. 10

RESOLUTION NO. 2020- 77

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SETTLEMENT AGREEMENT AND RELEASE OF LIENS BETWEEN THE CITY OF POMPANO BEACH AND 7<sup>TH</sup> CAVALRY CORPORATION TO RESOLVE CITY'S PENDING FORECLOSURE ACTION AGAINST 608 MARTIN LUTHER KING JR. BOULEVARD; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a Settlement Agreement and Release of Liens between the City of Pompano Beach and 7<sup>th</sup> Cavalry Corporation, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to ratify execution of the aforesaid Agreement between the City of Pompano Beach and 7<sup>th</sup> Cavalry Corporation.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 10th day of December, 2019.

  
\_\_\_\_\_  
**REX HARDIN, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

Ag. 10

IN THE CIRCUIT COURT OF THE  
17<sup>TH</sup> JUDICIAL CIRCUIT IN AND  
FOR BROWARD COUNTY, FLORIDA

CITY OF POMPANO BEACH, a Florida  
municipal corporation,

CASE NO. CACE 19-010778

Plaintiff,

vs.

7<sup>TH</sup> CAVALRY CORPORATION, an  
inactive Florida corporation; AND 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, GRANTEEES, OR  
OTHER CLAIMANTS,

Defendant(s).

SETTLEMENT AGREEMENT AND RELEASE OF LIENS

This Settlement Agreement and Release (the "Agreement") is entered into this 12 day of December 2019 by and between Seth Israel as President, Secretary, Treasurer, and Director of 7<sup>th</sup> Cavalry Corporation, a Florida for-profit corporation ("7<sup>th</sup> Cavalry") and the City of Pompano Beach, a Florida municipal corporation (the "City").

**WHEREAS**, 7<sup>th</sup> Cavalry and the City are parties to the above styled foreclosure action pending in the Seventeenth Judicial Circuit in and for Broward County, Florida, including all of the claims asserted therein as well as all appeals and petitions for review to an appellate court, if any (the "Action").

**WHEREAS**, subject to approval of this Agreement by the City Commission of Pompano Beach, the parties have agreed to settle and resolve completely and finally all of their outstanding differences, disputes and claims in this Action.

**NOW, THEREFORE**, in consideration of the above recitals and the promises and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows.

1. **Voluntary Agreement and Consultation with Counsel.** The Parties represent and acknowledge that (a) they have read this Agreement; (b) they have made such investigation of the matters pertaining to this Agreement as they deem necessary and find the terms of this Agreement to be satisfactory; (c) they understand all of this Agreement's terms; (d) they execute this Agreement 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 Agreement.
2. **General Release.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City does voluntarily release 7<sup>th</sup> Cavalry from any claims or liens which it has against it through the date of this Agreement with respect to the Action. It does not however, include any breach of the promises, covenants, conditions or representations contained in this Agreement.
3. **Terms of Settlement.** The parties agree to all of the settlement terms listed below.
  - (i) **Settlement Sum.** Within 10 days of the full execution of this Agreement, City shall pay 7<sup>th</sup> Cavalry the Settlement Sum of Three Thousand Eight Hundred Sixty Two Dollars and Fifty Cents (\$4,000.00 minus \$137.50 for drafting of documents = \$3,862.50) as full and final settlement of the fourteen (14) municipal liens listed in Exhibit A.
  - (ii) **Voluntary Conveyance and Surrender of Property.** Upon the City's approval and execution of this Agreement, 7<sup>th</sup> Cavalry agrees to convey to the Pompano Beach Community Redevelopment Agency (the "CRA") good and marketable title to the real property described in the Warranty Deed attached hereto and made a part hereof as Exhibit B which is the subject of the Action (the "Property").
  - (iii) **Dismissal of Action.** Within 10 days of the full execution of this Agreement, City shall take all actions necessary to cause all claims in the Action to be dismissed with prejudice, including appeals and requests for appellate review, if any.
4. **Authority.** Both parties expressly covenant, represent and warrants that they have the authority to enter into this Agreement, and that each person signing on behalf of City and 7<sup>th</sup> Cavalry Corporation has all of the requisite power to bind that person, public body or entity.
5. **Governing Law.** This 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.

6. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement 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 Agreement.
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 7th Cavalry Corporation: Seth Israel  
1155 Brickell Bay Drive, #2304  
Miami, Florida 33131  
Telephone: 786-303-7384
8. **Counterparts.** This 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 original signature pages.
9. **Complete Agreement.** This Agreement contains the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All negotiations, understandings, conversations, and communications are merged into this Agreement 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 Agreement shall be valid unless in writing and executed by all of the parties. No waiver of any of the provisions of this Agreement 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 Agreement 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 in connection with the performance of its obligations hereunder to carry out the parties' intent with respect to this Agreement.
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 Actions and/or negotiating and preparing this Agreement, and in carrying out any transactions contemplated by this Agreement.
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 Agreement 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 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.
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 Agreement 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

Carida Int

By: [Signature]  
REX HARDIN, MAYOR

Shelly R. Bartholomew

By: [Signature]  
GREGORY P. HARRISON, CITY MANAGER

Attest:

[Signature]  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me: this 12 day of December, 2019 by REX HARDIN 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 are personally known to me.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Jennette Forrester Williams  
(Name of Acknowledger Typed, Printed or Stamped)



Commission Number \_\_\_\_\_

"7<sup>TH</sup> CAVALRY CORPORATION":

Witnesses:

Sharalea Andrade  
Signature

to ml  
SETH ISRAEL, as President/Director

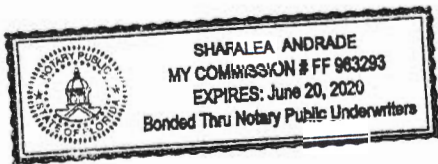
Sharalea Andrade  
Print Name

Grissel Seito  
Signature  
GRISSEL SEITO  
Print Name

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of December, 2019 by **SETH ISRAEL** as President/Director of 7<sup>th</sup> Cavalry Corporation, a Florida for-profit corporation. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



Sharalea Andrade  
NOTARY PUBLIC, STATE OF FLORIDA

Sharalea Andrade  
Name of Acknowledger Typed, Printed or Stamped)

FF 963293  
Commission Number

608 Hammondville Road  
8235-22-0070

<u>Type</u>	<u>Case #</u>	<u>Violation Complied</u>	<u>Daily Accrual</u>	<u>Recording Reference Instr #/BK &amp; PG&amp; Date</u>	<u>Balance due as of 11/12/19</u>
Code Compliance	11030239	yes	\$0.00	BK48148 PG1906 8/30/11	\$26,500.00
Code Compliance	12070075	yes	\$0.00	n/a	\$100.00
Code Compliance	08-3559	yes	\$0.00	BK46218 PG515 05/12/09	\$37,245.00
Code Compliance	00-1386	yes	\$0.00	BK30852 PG2058 9/15/00	\$623,400.00
Nuisance Abatement	11-159	yes	\$0.06	BK48955 PG1070 7/31/12	\$498.93
				BK49304 PG1323 12/06/12	
Nuisance Abatement	10-501	yes	\$0.03	BK47446 PG598 10/13/00	\$225.70
				BK49304 PG1323 12/06/12	
Nuisance Abatement	09-1468	yes	\$0.03	BK46752 PG1318 12/22/09	\$232.94
				BK49304 PG1323 12/06/12	
Nuisance Abatement	05-3191	yes	\$0.05	BK42931 PG327 10/12/06	\$473.33
Nuisance Abatement	38379	yes	\$0.05	BK50364 PG397 11/26/13	\$406.32
Nuisance Abatement	44719	yes	\$0.05	BK50555 PG1231 02/18/14	\$403.30
				BK50607 PG1156 03/10/14	
Nuisance Abatement	51451	yes	\$0.05	BK50814 PG1493 5/29/14	\$399.19
Nuisance Abatement	59194	yes	\$0.05	Instr#112963190 5/01/15	\$386.02
Nuisance Abatement	71115	yes	\$0.07	Instr#112927700 4/15/15	\$484.11
Nuisance Abatement	80228	yes	\$0.05	Instr#113581423 3/21/16	\$332.54

Total \$691,087.38

EXHIBIT

A

Prepared By and Return to:  
Fawn Powers, Assistant City Attorney  
City of Pompano Beach  
P. O. Box 2083  
Pompano Beach, Florida 33061

**WARRANTY DEED**

THIS INDENTURE made this 11 day of September, 2019, between

**7<sup>TH</sup> CAVALRY CORP.**, a Florida corporation, of 1155 Brickell Bay Drive, No. 2304, Miami, Florida 33131, hereinafter referred to as GRANTOR," to

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**, whose post office address is 100 W. Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "GRANTEE."

That Grantor, for and in consideration of the sum of TEN and No/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, successors and assigns forever, all that certain land situate, lying and being in the County of Broward, State of Florida, to wit:

Lot 12, less the North 8 feet thereof, Block 3, BEVILL AND SAXON'S ADDITION TO THE CITY OF POMPANO BEACH, according to the plat thereof, as recorded in Plat Book 3, Page 2, of the Public Records of Broward County, Florida

Folio: 8235 22 0070

SUBJECT TO: (a) Zoning, restrictions, prohibitions and other requirements imposed by governmental authority; (b) Restrictions appearing on the plat or otherwise common to the subdivision; (c) Public utility easements of record (without serving to impose same); and taxes for 2019 and subsequent years.

TO HAVE AND TO HOLD, the same in fee simple forever.

And the Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

WITNESSES:

[Signature]

Picardo Kuan  
(Print or type name)

Seth Finch

Seth Finch  
(Print or type name)

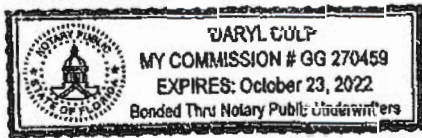
7<sup>TH</sup> CAVALRY CORP., a Florida corporation

BY: [Signature]  
SETH ISRAEL, President

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11th day of September, 2019, by SETH ISRAEL as President of 7<sup>th</sup> CAVALRY CORP., a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_, as identification.

NOTARY SEAL:



Daryl Culp  
NOTARY PUBLIC, STATE OF FLORIDA

Daryl Culp  
Print Name

\_\_\_\_\_  
(Commission Number)

FP/jrm  
L:realest/cra/2019-1187