

**LARRY L. ADAIR, P. A.**

ATTORNEY AT LAW

9715 WEST BROWARD BOULEVARD  
SUITE NUMBER 303  
PLANTATION, FLORIDA 33324

e-mail address: [larry@lladairlaw.com](mailto:larry@lladairlaw.com)

LARRY L. ADAIR  
MEMBER FLORIDA AND TEXAS BAR

(954) 978-1466  
FAX: (954) 978-1468

*Via Federal Express*

June 12, 2014

Timothy M. Ryan, Esquire  
RYAN & RYAN, LLC  
700 East Dania Beach Boulevard  
Third Floor  
Dania Beach, Florida 33004

In Re: *Matter between City of Dania Beach & 800 Marine Technical Center, Inc.*

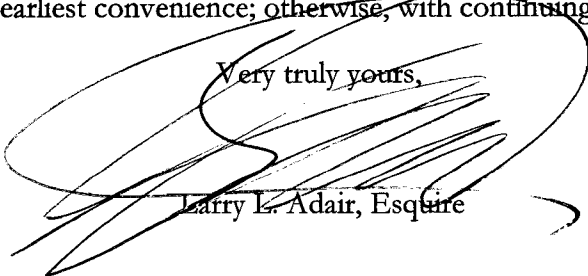
Dear Tim:

We are pleased to enclosed two (2) duplicate partially executed copies of that certain settlement entitled **AGREEMENT BETWEEN CITY OF DANIA BEACH AND 800 MARINE TECHNICAL CENTER, INC. REGARDING MUNICIPAL CODE LIEN**, each executed by John P. Downs, as President and on behalf of the company.

Also enclosed with this letter is our Trust Account Check dated this date made payable to the City of Dania Beach in the amount of FOUR THOUSAND AND NO/100 (\$4,000.00) DOLLARS USD representing the required amount to complete the execution and abatement of that certain lien being more particularly described therein, and recorded February 26, 2013 in O. R. Book 49542, Pages 1047-1055 of the Public Records of Broward County, Florida; and, by submission of the executed Agreement of this date and upon payment of the stipulated amount enclosed herein, shall be immediately satisfied, released and discharged of record.

Finally, we again take this opportunity to again thank the City and particularly your offices the numerous and continuing courtesies you have show this office, as well our client in this matter; otherwise, should you have any further questions, or require anything further so as to complete the settlement of this matter and discharge and satisfaction of the recorded lien of record, please contact the undersigned at your earliest convenience; otherwise, with continuing personal regards, we remain

Very truly yours,

  
Larry L. Adair, Esquire

LLA:ch  
Enclosures (2)

cc: The 800 Marine Technical Center, Inc.

**AGREEMENT**

**between**

**CITY OF DANIA BEACH**

**and**

**800 MARINE TECHNICAL CENTER, INC.**

**REGARDING MUNICIPAL CODE LIEN**

This is an Agreement, made and entered into between CITY OF DANIA BEACH, a Florida municipal corporation, hereafter referred to as "CITY,"

**AND**

800 MARINE TECHNICAL CENTER, INC., a Florida corporation, hereafter referred to as "800 MARINE".

WHEREAS, 800 MARINE is the owner of a parcel of real property identified as Property ID No. 5042 34 14 0270, with the site address of 800 Old Griffin Road, Dania Beach, Florida, hereafter referred to as "THE PROPERTY"; and

WHEREAS, CITY filed a code enforcement action against 800 MARINE, City Code Compliance Case No. 10-1142, and on February 15, 2011, a Special Magistrate Final Order, hereafter referred to as "Final Order" was rendered against 800 MARINE finding city code violations and ordering compliance by May 14, 2011 or imposition of a per diem fine thereafter; and

WHEREAS, 800 MARINE failed to comply with the code violations stated in the Final Order by the compliance date and the Special Magistrate rendered a Supplemental Order/Claim of Lien on September 22, 2011, which confirmed the violations stated in the Final Order were not complied and imposed a lien against the property; and

WHEREAS, the Final Order and Supplemental Order / Claim of Lien were recorded on February 26, 2013 in Official Records Book 49542, pages 1047-1055 Broward County Public Records, and thereafter 800 MARINE requested the Dania Beach City Commission abate the lien; and

WHEREAS, the Dania Beach City Commission on October 10, 2013 agreed to abate the \$132,279.50 lien to \$4,000 provided 800 MARINE pays \$4,000 to the CITY within thirty days and 800 MARINE executes an Agreement stipulating the Final Order is valid and enforceable in its entirety, the violations stated in the Final Order will be complied within one year and the CITY is authorized, if it determines in its sole discretion that any of the violations still exist, to file a new code compliance

action on all outstanding violations and a Special Magistrate Final Order shall be rendered solely upon affidavit of violation submitted by the CITY;

NOW THEREFORE, both Parties hereto agree that good and valuable consideration has been given and received by each Party as consideration for entering into this Agreement, the adequacy and sufficiency of which the Parties hereby acknowledge, and further in consideration of the mutual terms, conditions, and covenants herein set forth, CITY and 800 MARINE agree as follows:

1. INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged and agreed in its entirety by the Parties and such Whereas clauses are incorporated into and made a part of this Agreement for all purposes.

2. PAYMENT TO CITY AND RELEASE OF LIEN

800 MARINE shall make payment to the CITY in the amount of \$4,000 within thirty days from execution of this Agreement and upon receipt of payment, CITY shall execute and record a Release and Satisfaction of the CITY's lien subject to the conditions and specifically authorizing reimposition of a lien for outstanding violations as stated in this Agreement.

3. 800 MARINE OBLIGATION TO CORRECT VIOLATIONS

800 MARINE agrees to take all action necessary to correct and comply with all violations referenced in the Final Order no later than one year after execution of this Agreement. CITY is authorized to file an Affidavit and reimpose a lien against the property if the violations are not complied in full as stated in this Agreement. The code violations on the property that must be complied are (a) obtain and close permits for construction of second story structure, (b) obtain and close permits for added office space on structure, (c) obtain and close permits for construction of the structure's north wall adjacent to Old Griffin Road, and (d) obtain and close permits to construct a roof over all unroofed areas of the structure.

4. 800 MARINE CONSENT TO CODE VIOLATION ENFORCEMENT

800 MARINE agrees the CITY will determine in its sole discretion whether 800 MARINE has fully corrected the code violations within one year from execution of this Agreement. If the CITY determines the violations are not fully corrected and files a code enforcement action for non-compliance of any code violation, 800 MARINE waives all defenses to the code action and consents to the Special Magistrate rendering a Final Order consistent with the CITY's Affidavit of outstanding violations.

5. THIRD PARTY BENEFICIARIES

Neither 800 MARINE nor CITY intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a right or claim against either Party based upon this Agreement.

6. GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by CITY nor shall anything included herein be construed as consent by the CITY to be sued by third parties in any matter arising out of this Agreement.

7. NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. If multiple addresses are provided, notice shall be effective if sent to at least two of the places specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Attention: Thomas J. Ansbro, Esq.  
Dania Beach City Attorney  
100 West Dania Beach Boulevard  
Dania Beach, Florida 33004

With copy to: Timothy Ryan, Esq.  
Ryan & Ryan, LLC  
700 East Dania Beach Boulevard  
Third Floor  
Dania Beach, Florida 33004

FOR 800 MARINE:

Larry L. Adair, Esq.  
2400 West Sample Road, Suite 7  
Pompano Beach, Florida 33073

8. SUCCESSION AND ASSIGNMENT

This Agreement and any interest herein shall be binding upon and shall inure to the benefit of any and all successors, assigns, heirs, legal representatives, and personal representatives of any party hereto. Notwithstanding, 800 MARINE shall not assign this Agreement without the written consent of the CITY.

9. JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses the parties mutual intent and this Agreement shall not be construed more strictly against one of the parties than the other.

10. JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by laws of the State of Florida. The parties agree that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be the state court of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be in a state court located in Broward County, Florida. By entering into this Agreement, 800 MARINE and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation to this Agreement.

11. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by both 800 MARINE and the CITY.

12. PRIOR AGREEMENTS

This Agreement represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

13. MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

14. REMEDIES

In addition to all other remedies provided in this Agreement or under applicable law, CITY shall also be entitled to specifically enforce this Agreement, including the payment obligations of 800 MARINE provided herein. 800 MARINE acknowledges and agrees that the provisions hereof are unique, and the damages CITY might suffer upon a breach hereof incapable of precise calculation, and accordingly waive any and all objections, whether provided under federal or state law, including any bankruptcy or insolvency provisions that 800 MARINE might have to any claim for specific performance that CITY might assert.

15. COVENANT NOT TO SUE

CITY and 800 MARINE agree they shall not commence or maintain any lawsuit, administrative proceeding, or other action, whether at law or in equity, which challenges the validity or enforceability of this Agreement. This covenant shall be binding upon, and inure to, the benefit of the parties, their successors, assigns, heirs, legal representatives, and personal representatives.


16. WAIVER OF DEFENSES

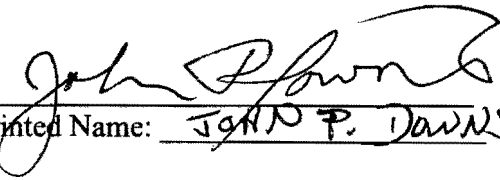
800 MARINE and CITY hereby waive any and all claims for lack of adequacy or insufficiency of consideration, lack of mutuality of remedy or obligation, ~~definiteness~~ definiteness in time or other uncertainty, or any other defense or claim to the formation and creation of an enforceable contract.

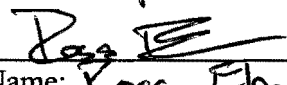
Executed on the dates set forth below:

WITNESSES:

800 MARINE TECHNICAL CENTER, INC.,  
a Florida corporation,

Witness:   
Printed Name: Ralph CASSAGNOL

By:   
Printed Name: JOHN P. DAWNS

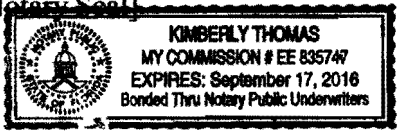
Witness:   
Printed Name: Ross Elgrin

STATE OF FLORIDA )  
 )  
COUNTY OF BROWARD )

The forgoing instrument was acknowledged before me this 10 day of June, 2014, by John P. Downes, President of 800 MARINE, who is [ ] personally known to me or has [ ] produced \_\_\_\_\_ as identification.

Kimberly Thomas  
Notary Public, State of Florida  
Printed Name: Kimberly Thomas  
My Commission Expires: 9/17/2016

[Notary Seal]



WITNESSES:

Witness: Tom Schneider  
Printed Name: Tom Schneider

Witness: Joan Lampkin  
Printed Name: Joan Lampkin

CITY OF DANIA BEACH, a Florida municipal corporation

By: WALTER B. DUKE III, Mayor



STATE OF FLORIDA )  
 )  
COUNTY OF BROWARD )

The forgoing instrument was acknowledged before me this 24 day of June, 2014, by WALTER B. DUKE, III, Mayor of the CITY OF DANIA BEACH, who is  personally known to me or has [ ] produced \_\_\_\_\_ as identification.

Louise Stilson  
Notary Public, State of Florida  
Printed Name: LOUISE STILSON  
My Commission Expires: 1-10-18

[Notary Seal]

