FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT is made and entered into this ___ day of September, 2018, by and between the **CITY OF WAUCHULA** (the "City"), and _____ (the "Purchaser")(the Purchaser with the City, the "Parties").

W I T N E S S E T H:

WHEREAS, the Purchaser intends to purchase real property in Hardee County, Florida legally described as:

> The West 108.5 feet of Lots 3 of Block 10 of Packer's Addition to the City of Wauchula, Hardee County, Florida, as per plat recorded in Plat Book 1, Page 93, Less the North 22 1/2 feet thereof; also described as West 108.5 feet of South 150 feet, Lot 3, Block 10, Packers Addition to the City of Wauchula, Hardee County, Florida

and more commonly known as 710 N. Florida Avenue, Wauchula, FL 33873 (the "Property");

WHEREAS, the City completed code enforcement proceedings against Rodolfo Lopez, who was the prior owner of the Property, providing appropriate notice and opportunity to be heard to Mr. Lopez concerning an unsafe and dilapidated structure (the "Structure") on the Property, and without any response from him, the City obtained a Resolution from the City Commission ordering demolition of the Structure on the Property.

WHEREAS, the City has not yet demolished the Structure on the Property;

WHEREAS, the City holds a lien against the Property as a result of the code enforcement proceedings by virtue of a Claim of Lien in favor of the City imposed by statutory order recorded March 6, 2003, in Official Record 2013-25001345, and a certified copy recorded January 7, 2016, in Official Record 2016-00000057 (the "Lien");

WHEREAS, due to non-payment of the Lien, the City has the right to foreclose the Lien by instituting a foreclosure case in the Circuit Court of the Tenth Judicial Circuit, in and for Hardee County, Florida (the "Litigation");

WHEREAS, the City still has the right to demolish the Structure on the Property by virtue of the Resolution from the City Commission;

WHEREAS, the Purchaser informed that City, that upon purchase of the Property, the Purchaser intends to demolish the Structure on the Property;

WHEREAS, the Parties to this Agreement desire to settle the Lien, and other outstanding amounts due as a result of the code enforcement proceedings, amicably according to the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **SETTLEMENT OF THE SUMS**. The Parties agree that the following sums remain due and owing to the City under the Lien:

A.	Principal due	$4,500.00
B	Interest at 12% from 02/07/16 to 08/23/18, per diem $1.48	$1,373.44
C.	Administrative Costs	$3,985.36

TOTAL (as of 08/23/18)..... $9,858.80

The Parties understand and agree that additional interest, attorneys' fees, costs and other charges continue to accrue on the Lien unless and until the Purchaser timely complies with all of the obligations provided for herein. The Parties further agree that, should the Purchaser purchase the Property and demolish the Structure on the Property to the satisfaction of the City on or before March 31, 2019, the City shall waive its administrative costs of $3,985.36 and shall execute a satisfaction of the Lien within fourteen (14) days of the City determining demolition of the

Structure occurred to the City's satisfaction with such satisfaction of Lien to be delivered to the Purchaser and recordable by the Purchaser.

2. **THE CITY'S RIGHTS IN THE EVENT OF PAYMENT DEFAULT OR OTHER BREACH**. Should the Purchaser fail to purchase the Property, this Agreement shall be immediately deemed null and void. Should the Purchaser fail to demolish Structure on the Property to the City's satisfaction on or before March 31, 2019, or fail to perform any other obligation hereunder, time being expressly made of the essence, then the City shall be entitled to file the Litigation and shall be entitled to a judgment of lien foreclose in the amounts set forth in paragraph 1. The City also shall be entitled to recover its reasonable costs and attorneys' fees, at both the trial and appellate levels, in any action to enforce this Agreement, to obtain a foreclosure judgment, foreclosure sale or to otherwise to enforce its Lien.

3. **RESERVATION OF THE CITY'S RIGHTS**. The City does not by this Agreement waive any rights or remedies which it may have against the Property, including its rights under the Lien and code enforcement laws, including but not limited to demolishing the Structure on the Property should the Purchaser fail to do so on or before March 31, 2019, unless and until the Purchaser fully complies with all of his obligations under this Agreement. The City's rights under the code enforcement laws and this Agreement are cumulative. Nothing herein shall be construed as a waiver by the City of its rights to pursue any future code enforcement violation for any other unlawful condition that may exist on the Property. Further, nothing herein shall be construed as a wavier by any other agency of the municipality or county of their rights to pursue any other violation, present or future, for any other unlawful condition that may exist on the Property. This Agreement resolves solely the Lien that would be the subject matter of the Litigation and nothing else.

4. **RELEASE BY PURCHASER**. Except for the rights under this Agreement, the Purchaser fully, wholly, absolutely and unconditionally releases, waives, relinquishes and gives up forever, all claims, demands, setoffs, defenses, counterclaims and causes of action of any kind against the City.

5. **WAIVER OF JURY TRIAL.** The Purchaser waives trial by jury in any proceeding which refers or relates to the Lien, including this Agreement.

6. **AGREEMENT TO BE INTERPRETED BY LAWS OF FLORIDA**. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida.

7. **EFFECTIVE DATE/CLOSING**. This Agreement shall become binding and be closed by the execution hereof by the Purchaser on or before _____ at 5:00 p.m. The City shall then have until 5:00 p.m. on _____ to execute and mail a conformed copy of this Agreement to the Purchaser.

8. **AGREEMENT TO EXECUTE AND DELIVER DOCUMENTS AND COOPERATE**. The Parties agree that they respectively shall, upon being requested by the other party to do so, execute and deliver promptly any and all such deeds, assignments, authorizations, instruments, papers or documents of any and every kind and character as may be reasonably required, necessary or proper for the purpose of giving full force and effect to this Agreement and to the covenants, conditions, and agreements contained herein. Furthermore, the Parties agree to cooperate and to do all things necessary to accomplish the intention of this Agreement.

9. **INCORPORATION BY REFERENCE, RECITALS**. All documents referred to in this Agreement are made a part hereof and incorporated herein by reference.

10. **COPIES**. Any true executed copy of this Agreement shall be deemed to constitute an original of the same.

11. **CONSTRUCTION OF AGREEMENT AND INTERPRETATION OF AMBIGUITIES OR DOUBTFUL LANGUAGE**. No provision in this Agreement shall be interpreted for or against either party because that party's attorney drafted such provision.

12. **ENTIRE AGREEMENT**. This Agreement represents the full, complete and entire agreement between the Parties concerning the Lien. This Agreement may only be modified in writing, signed by all Parties. Notwithstanding the foregoing, the Lien shall remain in full force and effect until fully satisfied according to the terms and conditions of the Lien, as modified by this Agreement.

IN WITNESS WHEREOF, this Forbearance Agreement has been agreed to and executed by the undersigned this ___ day of September, 2018.

THE CITY OF WAUCHULA

_____
By:
Its:

STATE OF FLORIDA
COUNTY OF HARDEE

I HEREBY CERTIFY that, before me, an officer duly authorized in the state and county aforesaid, to take acknowledgments, personally appeared _____, _____ of **THE CITY OF WAUCHULA**, who, after being duly sworn, deposes and says that he/she has personal knowledge of the facts recited in this affidavit and that the facts recited in this affidavit are true and correct.

WITNESS my hand and official seal in the County and State aforesaid this ___ day of September, 2018.

_____
_____
(NAME: Printed, Typed or Stamped)
Notary Public, State of Florida
My Commission Expires: _____

THE PURCHASER

_____
By:
Its:

STATE OF FLORIDA
COUNTY OF HARDEE

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments and oaths, personally appeared _____ known to me known to be the person described in and who executed the foregoing Stipulation and Settlement Agreement, and he acknowledged before me that he executed the same freely and voluntarily for the purposes set forth therein.

WITNESS my hand and official seal in the County and State last aforesaid, this ____ day of September, 2018.

_____
_____
(NAME: Printed, Typed or Stamped)
Notary Public, State of Florida
My commission expires: _____