

Law Office of Valeria Schwartzman PA
IOTA Trust Account
12550 Biscayne Blvd Suite 406
Miami, FL 33181

IBERIABANK
84-7041/2652

7538

5/24/2021

PAY TO THE ORDER OF Flager County Tax Collector

\$ ***10,064.93

Ten Thousand Sixty-Four and 93/100

DOLLARS

PROTECTED AGAINST FRAUD



MEMO 2019/2020Taxes - RE21270

[Handwritten Signature]

⑈007538⑈ ⑆265270413⑆ 5000014200⑈

Law Office of Valeria Schwartzman PA

7538

Date	Payee	Amount	Closing File
5/24/2021	Flager County Tax Collector	\$10,064.93	RE21270
Buyer: 2251 S OLD DIXIE LLC, a Florida limited liability company			
Seller: Ajmal Zulali and Zubair Zulali			
2019/2020Taxes - \$10,064.93			

Voucher Reference:

DoubleTime®

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Details on Back Intuit® CheckLock™ Secure Check

Law Office of Valeria Schwartzman PA

IOTA Trust Account
12550 Biscayne Blvd Suite 406
Miami, FL 33181

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84-7041/2652

7539

5/24/2021

PAY TO THE
ORDER OF

Flager County Clerk of Court

\$ ****4,836.00

Four Thousand Eight Hundred Thirty-Six and 00/100

PROTECTED AGAINST FRAUD

DOLLARS



MEMO

Unsafe Structure Costs - RE21270

[Handwritten Signature]

⑈007539⑈ ⑆265270413⑆ 5000014200⑈

Law Office of Valeria Schwartzman PA

Date: 5/24/2021
Payee: Flager County Clerk of Court
Buyer: 2251 S OLD DIXIE LLC, a Florida limited liability company
Seller: Ajmal Zulali and Zubair Zulali
Unsafe Structure Costs - \$4,836.00

Amount: \$4,836.00
Closing File: RE21270

7539

Voucher Reference:

DoubleTime®

Law Office of Valeria Schwartzman PA

IOTA Trust Account
12550 Biscayne Blvd Suite 406
Miami, FL 33181

IBERIABANK
84-7041/2852

7540

5/24/2021

PAY TO THE
ORDER OF

Flager County Clerk of Court

\$ ****10,190.00

Ten Thousand One Hundred Ninety and 00/100

DOLLARS

PROTECTED AGAINST FRAUD



MEMO

Code Enforcement Fines - RE21270

[Handwritten Signature]

⑈007540⑈ ⑆265270413⑆ 5000014200⑈

Law Office of Valeria Schwartzman PA

Date: 5/24/2021
Payee: Flager County Clerk of Court
Buyer: 2251 S OLD DIXIE Li.C, a Florida limited liability company
Seller: Ajmal Zulali and Zubair Zulali
Code Enforcement Fines - \$10,190.00

Amount
\$10,190.00

Closing File
RE21270

7540

Voucher Reference:

DoubleTime®

AGREEMENT

FLAGLER COUNTY (hereinafter referred to as "County") and 2251 S OLD DIXIE HWY LLC (hereinafter referred to as "Company") hereby agree on this ____ day of May, 2021, to the following terms and conditions regarding the property located in Flagler County at 2251 South Old Dixie Highway, Bunnell, Florida 32110, Parcel No.: 03-13-31-0650-000A0-0091 ("Property"):

RECITALS:

WHEREAS: The Property contains an abandoned motel and pool and is unsafe, unsanitary, constitutes a fire hazard, is dangerous to human life and is a hazard to the safety and health of the community by reason of inadequate maintenance and dilapidation and constitutes a public nuisance pursuant to Chapters 823.05 and 60.05, Florida Statutes; and

WHEREAS: The County initiated a lawsuit on March 3, 2021, Case No.: 2021 CA 000109, for temporary and permanent injunctive relief to abate the nuisance and correct the health and building code violations that exist on the Property or, alternatively, to allow the County to demolish and make safe the public nuisance and impose a lien on the Property for such expenses (the "Lawsuit"); and

WHEREAS: Company has entered into a Contract to Purchase the Property from the current property owners, identified as Ajmal M. Zulali and Zubair M. Zulali, and desires to have the County dismiss the Lawsuit and release the associated Lis Pendens; and

WHEREAS: Company agrees with Flagler County that the Property, in its current state, constitutes a public nuisance pursuant to Chapters 823.05 and 60.05, Florida Statutes, and agrees to remedy the health and building code violations that exist on the Property after purchase of the Property.

THEREFORE the parties agree as follows:

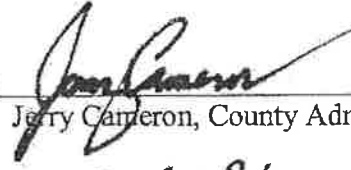
1. The recitals set forth above are true and correct and form the basis of this Agreement.
2. Upon closing of the purchase of the Property, Company shall pay all outstanding fines and costs attached to the Property, including but not limited to unpaid property taxes, as well as all fines imposed by Flagler County Code Enforcement and the fine imposed by the Final Order dated February 8, 2019 entered by the State of Florida, Department Health, and recorded in the Public Records of Flagler County, Florida, instrument number 2020009333, in Book 2425, Page 1659. The taxes and costs are listed in Exhibit A, attached hereto and incorporated herein.
3. Company will correct and/or repair the conditions on the Property, as more specifically described below, such that, in the County's sole determination, the public nuisance on the Property no longer exists.
 - A. On or before June 3, 2021, Company will:
 - i.) Remove all litter and debris from the Property;
 - ii.) Drain or repair and secure the pool; and
 - iii.) Erect a fence on the Property to prevent the access of trespassers to the dilapidated motel site.

- B.** On or before August 20, 2021, Company will satisfactorily pass an “all rough” inspection to include specifically inspection of:
- i.) Electrical rough;
 - ii.) Mechanical rough;
 - iii.) Second rough plumbing; and
 - iii.) Framing.
- 4. A.** In consideration of Company paying the taxes and fines and diligently pursuing and performing the remedial tasks, as described in Sections 2 and 3 above, the County will not schedule the Lawsuit for hearing or, if a hearing is set by the Court, the County will seek a continuance to allow Company time to make the necessary repairs and improvements.
- B.** If Company does not complete the remedial tasks outlined above prior to August 20, 2021, Company shall provide a cash deposit of \$250,000.00 to the Flagler County Clerk of Court as security for the abatement of the public health and Building Code violations which exist on the Property (“Cash Bond”). Upon satisfactory completion of the tasks outlined in Sections 2 or 3 above, as determined in the County’s sole discretion, or, alternatively, upon depositing the Cash Bond with the Clerk of Court, the County will voluntarily dismiss the Lawsuit and move to discharge the associated Lis Pendens. The County may utilize the Cash Bond to demolish the building structures or to perform such work as the County deems necessary, in its sole discretion, to abate the public nuisance conditions on the Property. The County may perform this work on its own or in conjunction with any private contractors as may be determined by the County, and any work performed by the County or any subcontractors shall be exempt from any requirements for public bid. Any proceeds not used by the County shall be returned to Company upon completion of the work.
- C.** If Company does not pay the taxes and fines and does not complete the tasks outlined in Section 3 above by August 21, 2021, and also does not as an alternative provide the Cash Bond in the same time period, the County will prosecute the Lawsuit including, if necessary, setting the matter for a hearing.
- 5.** Notwithstanding the timelines and obligations listed above, Company covenants to take ownership and possession of the Property and to make use of the Property in full compliance with all applicable laws, rules, and regulations, including without limitation the Flagler County Code of Ordinances and the Florida Building Code.
- 6. Complete Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement between the parties. It supersedes all prior written and oral statements, including any prior representation, statements, conditions, or warranties.
- 7. Applicable Law.** All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the law of the State of Florida. Should the County be required to take legal action to enforce any term or condition of this Agreement the County shall be entitled to recover its reasonable attorneys’ fees and cost incurred for such action.

8. Jurisdiction and Venue. Any suit involving any dispute or matter arising under this Agreement may only be brought in the State courts of the State of Florida within the County of Flagler, Seventh Judicial Circuit.
9. Counterparts. This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document.

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above by Flagler County and 2251 S Old Dixie Hwy LLC.

FLAGLER COUNTY

BY: 
Jerry Cameron, County Administrator

Date: 5-6-21

2251 S OLD DIXIE HWY LLC

BY: 
Signature

DAVID SHEBIRO, MANAGING MEMBER
Name, Title

Date: MAY 13, 2021

EXHIBIT A

Property Taxes, as of 04/29/21	\$10,036.59
Health Department Fine	\$45,000.00
Code Enforcement Fines	\$10,190.00
Unsafe Structure Costs	\$4,836.00