Third District Court of Appeal

State of Florida

Opinion filed January 29, 2020.
Not final until disposition of timely filed motion for rehearing.

Nos. 3D18-2593, 3D19-102, 3D18-1294 & 3D18-1292
Lower Tribunal No. 16-2905

The Four Ambassadors Master Association, Inc. and The Four Ambassadors Association, Inc., et al.,
Appellants,

vs.

Vice City Marina, LLC,
Appellee.

Appeals from the Circuit Court for Miami-Dade County, William Thomas, Judge.

Bales Sommers & Klein, P.A., and Jason Klein, for appellants The Four Ambassadors Master Association, Inc. and The Four Ambassadors Association, Inc.; Chepenik Trushin LLP, and Joshua R. Williams, Bradley H. Trushin and Danielle Kaboudi, for appellants Gary Goldbloom and Southern Skyway Property, Inc.

Mauro Law, P.A., and C. Cory Mauro (Boca Raton), for appellee.

Before EMAS, C.J., and SCALES and LOBREE, JJ.

EMAS, C.J.

In these four consolidated appeals, The Four Ambassadors Master Association, Inc., The Four Ambassadors Association, Inc. (together "The Associations"), Gary Goldbloom, and Southern Skyway Property, Inc., seek review of a final judgment, motion for rehearing, and two post-judgment enforcement orders, all relating to an underlying settlement agreement between Vice City Marina, LLC (appellee), Goldbloom, Skyway, and The Associations.

The primary issue on appeal is whether competent substantial evidence supported the trial court's determination of the existence of a valid agreement between Vice City and Goldbloom, Skyway, and The Associations. Because the trial court's determination—that the parties "had a clear agreement" on all essential terms and thereby created an enforceable settlement agreement—is supported by the evidence presented at the bench trial, we affirm the final judgment. See Dania Jai-Alai Palace, Inc., v. Sykes, 495 So. 2d 859 (Fla. 4th DCA 1986) (holding that the record sufficiently supported the trial court's conclusion that there was an enforceable settlement). We further hold that the other arguments raised on appeal regarding the final judgment and the motion for rehearing were either without merit or were waived when appellants failed to properly raise them below. See Caldwell v. Snyder, 949 So. 2d 1048, 1050 (Fla. 3d DCA 2007) (holding that an argument not raised at trial was waived).

A second issue on appeal relates to one of the two post-judgment orders entered by the trial court on Vice City's motion to enforce the final judgment.[1] We reverse the trial court's enforcement order that required The Four Ambassadors Master Association to execute a document assigning its riparian rights to Vice City. This order constituted a material change to the essential terms of the agreement previously found by the trial court to have been reached by the parties, imposing an obligation that was not a part of that agreement. Indeed, The Master Association was not even a signatory to the very document (prepared by Vice City) assigning riparian rights. While one might rightly contend (as Vice City has) that requiring The Master Association to assign these riparian rights was both logical and reasonable, it is not the job of the courts to "improve" the terms of a valid agreement, but instead merely to enforce those terms. See Quinerly v. Dundee Corp., 31 So. 2d 533, 534 (1947) (noting that "courts are powerless to rewrite contracts or interfere with the freedom of contracts or substitute its judgment for that of parties to the contract in order to relieve one of the parties from apparent hardships of an

[1] The trial court entered two orders on Vice City's motion to enforce: one order as to The Four Ambassadors Master Association and one order as to Goldbloom and Skyway. Goldbloom and Skyway separately challenge the order as to them, contending that the trial court erroneously added impermissible terms to the agreement. We find no merit to this contention. See Blunt v. Tripp Scott, P.A., 962 So. 2d 987, 988-89 (Fla. 4th DCA 2007) (holding: "Uncertainty as to nonessential terms will not preclude enforcement, but terms not agreed to will not be enforced.") This order is affirmed.

improvident bargain"); Barakat v. Broward Cty. Hous. Auth., 771 So. 2d 1193, 1195 (Fla. 4th DCA 2000) (observing: "It is never the role of a trial court to rewrite a contract to make it more reasonable for one of the parties or to relieve a party from what turns out to be a bad bargain"). See also Med. Ctr. Health Plan v. Brick, 572 So. 2d 548, 551 (Fla. 1st DCA 1990) (holding: "A party is bound by, and a court is powerless to rewrite, the clear and unambiguous terms of a voluntary contract").

Affirmed in part and reversed in part.