

NOT FINAL UNTIL TIME EXPIRES  
TO FILE REHEARING MOTION  
AND, IF FILED, DISPOSED OF.

IN THE DISTRICT COURT OF APPEAL  
OF FLORIDA

THIRD DISTRICT

JANUARY TERM, A.D. 2006

THE CITY OF MIAMI,

Appellant,

vs.

WYNWOOD COMMUNITY ECONOMIC  
DEVELOPMENT CORP., INC.,

Appellee.

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\*\* CASE NO. 3D05-1070

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\*\* LOWER

TRIBUNAL NOS. 94-12875

99-13742

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Opinion filed June 7, 2006.

An Appeal from the Circuit Court for Miami-Dade County,  
Jennifer D. Bailey, Judge.

Jorge L. Fernandez, City Attorney, and Henry J. Hunnefeld,  
Assistant City Attorney, for appellant.

McGhee & Associates; Proskauer Rose LLP (Boca Raton) and  
Matthew Triggs and Stephanie Reed Traband, for appellee.

Before SHEPHERD, SUAREZ, and ROTHENBERG, JJ.

SUAREZ, J.

The City of Miami (the "City") appeals the trial judge's  
orders on motions to enforce a settlement agreement and for

foreclosure. The trial court granted Wynwood Community Economic Development Corp.'s ("Wynwood") motion to enforce a settlement agreement with the City, and denied the City's motion to foreclose on the property at issue after a six day bench trial. After reviewing the entire record we find more than competent substantial evidence to support the trial judge's well reasoned and thorough order. Marrone v. Miami Nat'l Bank, 507 So. 2d 652 (Fla. 3d DCA 1987).

Affirmed.