

## Real Property and Business Litigation Report - Vol. IX, Issue 18

Florida Real Property and Business Law Update

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The PDF of this week's Update can be read [here](#).

Cases of interest this week include:

**JBK Associates, Inc. v. Sill Bros., Inc., --- So. 3d ---, 2016 WL 1700546 (Fla. 2016).**

Proceeds from the sale of a homestead are exempt from the claims of the creditors to the extent (and amount) those specific proceeds meet the following requirements: (1) there must be a good faith intention, prior to and at the time of the sale, to reinvest the proceeds in another homestead within a reasonable time; (2) the funds must not be commingled with other monies; (3) the proceeds must be kept separate and apart and held for the sole purpose of acquiring another home.

**Deluca v. David M. King, C.P.A., Case No. 2D15-3122 (Fla., 2d DCA 2016).**

A party impleaded under Florida Statute section 56.29 (proceedings supplementary) must be served with the impleader process in the same manner as original process; mailed process is insufficient.

**C.P. Motion, Inc. v. Goldblatt, -- So. 3d ---, 2016 WL 1660028 (Fla. 3d DCA 2016).**

Assignment of a chose in action regarding a restrictive covenant is not prohibited by Florida Statute 542.335.

**Alvey v. City of North Miami Beach, Case No. 3D14-2935 (Fla. 3d DCA 2016).**

Second-tier certiorari, although rarely granted, will be issued when the local government's decision to rezone conflicts with its own code and the local government decision results in a miscarriage of justice.

**Giller v. Giller, --- So. 3d ---, 2016 WL 1658754 (Fla. 3d DCA 2016).**

A deed to a grantee "as trustee" (with no listed beneficiaries) vests title in the grantee pursuant to Florida Statute section 689.071(1) regardless of whether or not the grantee relied on the public records in acquiring an interest in the property.

**Vanguard Car Rental USA, LLC v. Suttles, --- So. 3d ---, 2016 WL 1658764 (Fla. 3d DCA 2016).**

Conversion from one corporate entity to a different one is not determinative of the entity's existing rights and obligations, including for purposes of Offers of Judgment under Florida Statute section 768.79.

**Federal Nat'l Mortg. Ass'n v. McFayden, Case No. 3D15-1822 (Fla. 3d DCA 2016).**

The Third District adopts the constructive possession doctrine for enforceability of negotiable instruments; including in order to reestablish lost instruments under Florida Statute section 673.3091.

**Deer Valley Realty v. SB Hotel Associates LLC, --- So. 3d ---, 2016 WL 1660619 (Fla. 4th DCA 2016).**

In addition to meeting the other requirements of Florida Statute section 768.79, an Offer of Judgment must state that "legal fees are part of the claim."

**City of Ft. Pierce v. Treasure Coast Marina, LC, --- So. 3d ---, 2016 WL 1660600 (Fla. 4th DCA 2016).**

Municipally-owned marinas serve a public purpose and are therefore exempt from ad valorem taxation pursuant to Article VII, section 3(a) of the Florida Constitution.

**Grosso v. HSBC Bank USA, N.A., --- So. 3d ---, 2016 WL 1688564 (Fla. 4th DCA 2016).**

A motion "left to languish" on the record, even a timely filed motion for attorney's fees, is deemed abandoned if not brought to hearing within a reasonable time; a motion not heard within eighteen months is deemed abandoned.

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