

Florida Real Property and Business Litigation Report
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Hartz Wells Fargo Bank, N.A., Case No. 1D19-759 (Fla. 1st DCA 2021).

Merely incorporating Veteran's Administration regulations into a note and mortgage does not automatically convert those regulations into conditions precedent which must be satisfied by a foreclosing lender.

Finlaw v. Finlaw, Case No. 2D19-3108 (Fla. 2d DCA 2021).

A specific limitation in a partnership agreement that shares of the partnership may be devised only to "children" controls over a general limitation in the agreement that shares may be devised only to "lineal descendants" and over instruction in testamentary instruments.

UATP Management, LLC v. Barnes, Case No. 2D20-1301 (Fla. 2d DCA 2021).

The question of whether a contract to arbitrate has been formed is a threshold question for the trial court, and a trial court is empowered to determine whether an adult can agree to a contract to arbitrate for a minor who is neither her child nor legal ward.

Siesta Key Association of Sarasota, Inc. v. City of Sarasota, Case No. 2D19-3833 (Fla. 2d DCA 2021).

A party cannot seek injunctive relief under Florida's Environmental Protection Act of 1971, Florida Statute section 403.412, if the agency conducting the action has a valid permit; the obtaining of all permits that might be needed is not necessary.

Ranucci v. City of Palmetto, Case No. 2D20-806 (Fla. 2d DCA 2021).

An annexation agreement between a city and landowners is subject to the five-year statute of limitations in Florida Statute 95.11(2)(b) and the one-year limitation in section 95.11(5)(a).

Friedberg v. O'Doyle Rules, LLC, Case No. 2D20-1417 (Fla. 2d DCA 2021).

A real estate sales contract "subject to" a right of first refusal in favor of a third party requires the seller to notify the third party of any material changes to the contract and each material change gives the third party a new right of first refusal.

Team Health Holdings Inc. v. Caceres, Case No. 3D20-0942 (Fla. 3d DCA 2021).

A defendant contesting long-arm jurisdiction need not attach business records to its affidavit contesting jurisdiction in Florida.

FM 3 Liquors, Inc. v. Bien-Aime, Case No. 3D20-1660 (Fla. 3d DCA 2021).

An agreement to make, renew or extend a lease or to sell a property that fails to specify either the price (or definite procedure to establish same) for the rental or sale is too indefinite to be legally binding and enforceable.

Lenmar Realty, LLC v. Sun Electric Works, Inc., Case Nos. 4D19-3467, 4D19-3468 and 4D19-3605 (Fla. 4th DCA 2021).

A landlord is entitled to obtain the rental monies deposited in a court registry pursuant to Florida Statute section 83.232 by filing a motion and without filing a pleading containing a cause of action directed at obtaining the funds.