BOARD OF COUNTY COMMISSIONERS
Agenda Item Summary

Meeting Date 6/16/04 **Division** **County Attorney**

AGENDA ITEM WORDING

Approval of settlement offer from Sylvia Fuller to settle her code enforcement lien.

ITEM BACKGROUND

On 10/20/2000, the Code Enforcement Special Master imposed a fine $750.00 per day against Ms. Fuller's commercial property, the Sunshine Supermarket in Tavernier for 3 violations trash and debris, failure to mow, and unlawful disposal of solid waste. The fines reached $87,100.00 before the property was brought into compliance.

The owner has offered $10,100.00 to settle the $87,100.00 lien. The County Attorney's office has spent less than $500.00 in staff time on the case and has incurred costs of $100.00.

PREVIOUS RELEVANT BOCC ACTION

The Board authorized foreclosure proceedings on June 18, 2003.

CONTRACT/AGREEMENT CHANGES

STAFF RECOMMENDATIONS

Approval.

TOTAL COST BUDGETED Yes No

COST TO COUNTY SOURCE OF FUNDS

APPROVED BY: County Attorney ■ OMB/Purchasing ! Risk Management !

DIVISION DIRECTOR APPROVAL: John R Collins 06/01/04
JOHN R. COLLINS

DOCUMENTATION: Included ! To Follow Not Required !

AGENDA ITEM # T4

BEFORE THE CODE ENFORCEMENT SPECIAL MASTER
OF MONROE COUNTY, FLORIDA
The Honorable J. Jefferson Overby, Presiding

MONROE COUNTY, FLORIDA

Petitioner,

vs. **CASE NO.: U7-00-1131**

SYLVIA FULLER,

Respondent(s)

_____/

SETTLEMENT AGREEMENT

The Petitioner Board of County Commissioners of Monroe County and Syvlia Fuller, Respondent(s), hereby enter into this agreement to settle the code enforcement lien imposed in the above-referenced case by the Special Master against property owned by the Respondent(s) as follows:

1. In order to resolve their differences amicably, avoid the expense of litigation, and buy peace in this matter, the parties agree to settle the code enforcement lien recorded at Book 1659, Page 565, and re-recorded at Book 1660, Page 363 of the Official Records of Monroe County for $10,100.00.

2. The property is currently in compliance with the Monroe County Code.

3. The property in question has a legal description of Lot 1, Block D, Tavernier II Subdivision, Key Largo, Monroe County, FL (RE: 00556180-000000).

4. The parties agree that if the Respondent's payment in the amount of $10,100.00 is not received by the County Attorney's office by the close of business on July 2, 2004, this agreement shall be void *ab initio*.

5. Once this agreement has been executed by both parties and the aforementioned check has cleared, the County will issue to the Respondent(s) a release and satisfaction of said lien for filing by the Respondent(s) in the Official Records of Monroe County.

6. The County will file a copy of the release and satisfaction in official the Code Enforcement file.

7. By entering into this agreement, each party agrees to waive any and all claims that it could have raised and/or potential claims that it might have been able to raise as a result of the above-captioned code enforcement case.

8. Both parties warrant that they have had an opportunity to consult with counsel before entering into this agreement.

9. Each party agrees to bear its own costs and attorney's fees other than as specified in this agreement.

ATTEST:
DANNY L. KOLHAGE
CLERK:

By:_____
Deputy Clerk

BOARD OF COUNTY COMISSIONERS OF MONROE COUNTY

By:_____
Murray Nelson, Mayor

Dated_____

Sylvia Fuller, Respondent

_____
Notary Public

By:_____
(date)

This document was prepared and approved for legal sufficiency by:

8/2/4

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