

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is entered into by and between, CITY OF VENICE, a Florida municipal corporation, (hereinafter “City”) and MARILYN MAHIN, a single woman, (hereinafter “Owner”), collectively referred to herein as “the Parties”, as of the day and year last written below.

WHEREAS, Owner is the owner of record of the following described property:

Unit 27, COLONIAL MANOR OF VENICE, Homeowners Cooperative, according to Exhibit “B” of the Master Form Proprietary Lease as recorded in Official Records Book 1982, Pages 2241 through 2270 and as amended, of the Public Records of Sarasota County, Florida.

TOGETHER WITH that certain mobile home situate thereon and permanently affixed thereto and identified as: Make: DONA, Year: 1963; I.D. #501775

which has a street address of 287 Outer Drive W Venice, FL 34285 (hereinafter referred to as “the Property”); and

WHEREAS, the City provided notice that the Property was an unsafe structure under Chapter 88, Section 3.4 “Unsafe Buildings” of the City of Venice Code of Ordinances (“Section 3.4”); and

WHEREAS, under Section 3.4, the Owner has the right to appeal unsafe determinations, repair the building determined to be unsafe, and contest the issue in court; and

WHEREAS, the Owner agrees to waive these rights and allow the City to demolish the building on the Property pursuant to the terms and conditions provided herein.

NOW THEREFORE, in consideration of the mutual terms, understandings, conditions, promises, covenants, and payment hereinafter set forth, and intending to be legally bound, City and Owner hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. City agrees to facilitate the demolition and removal of the building from the Property as follows:
 - a. Upon full execution of this Agreement, the Parties have fourteen (14) days to obtain demolition quotes. The Parties agree to accept the lowest bid received by a qualified, licensed, insured contractor who is available to complete all required demolition work within sixty (60) days.
 - b. City will enter into a contract with the selected contractor and pay the contract amount. Owner agrees to provide any authorizations to the City or contractor required to complete the demolition. Owner further agrees to reimburse the City for all costs associated with the demolition and removal of the building from the Property, as further provided herein.
3. Upon demolition, and as authorized by Section 3.4, City shall file a lien upon the Property in the Official Records of Sarasota County securing recovery of all costs of the demolition. The lien shall run with the land.
4. In order to provide additional time for Owner to reimburse the City, the City agrees to abstain from enforcing the lien through legal and/or equitable means for eight (8) months from the date of recordation of the lien.
5. If Owner sells the Property before the expiration of the eight-month abstention period, the lien will be paid at closing of the sale.
6. City agrees to waive recoupment of its attorney's fees associated with the negotiation of this Agreement and completion of the demolition. However, if Owner fails to comply with this Agreement or if City must file a legal action to foreclose the lien, City reserves the right to seek all accrued attorney's fees.

7. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
8. This Agreement contains the entire agreement of the Parties and there are no binding promises or conditions in any other agreements whether oral or written. All amendments to this Agreement shall be in writing, executed by both parties.
9. All Parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the Parties agree that such ambiguity shall be construed without regard to which of the Parties drafted the provision in question.
10. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
11. This Agreement may be executed in counterparts. The original of each, when taken together, will constitute one original document.

WHEREFORE, the parties, by their respective signatures below, acknowledge that they knowingly and voluntarily enter into this Agreement with a full understanding of its terms and an intent to be legally bound by the Agreement and all of its terms.

CITY OF VENICE

ATTEST

Nick Pachota, Mayor

Kelly Michaels, MMC, City Clerk

Date: _____

(SEAL)

Approved as to form:

City Attorney

OWNER

Marilyn Mahin

Date: _____