

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into by and between the CITY OF VENICE (hereinafter referred to as "City") and JAMES M. OSKANDY (hereinafter referred to as "Oskandy") as of the day and year last written below.

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

Unit 278, Parcel L, Bahia Vista Gulf

which has a street address of 902 Gibbs Road ^{L-}#278 (~~alternatively 1555 Tarpon Center Drive, L278~~), Venice, Florida 34285 (hereinafter referred to as "the Property"); and

WHEREAS, in 2011, the City instituted a code enforcement case (Case No. 11-0461) against Oskandy related to a kitchen renovation at the Property performed without an electrical permit; and

WHEREAS, City is the holder of the following liens against the Property: an order of the Venice Code Enforcement Board recorded in Official Records Instrument No. 201110862 and an Order Imposing Additional Fine recorded in Official Records Instrument No. 2011121737, all of the Public Records of Sarasota County, Florida; and

WHEREAS, the code enforcement violation was resolved by January 2012; and

WHEREAS, on February 5, 2015, the Venice Code Enforcement Board considered and rejected, on a split vote, Oskandy's Application for Request for Reduction of Fine; and

WHEREAS, as of November 15, 2021, Oskandy owed City a total of \$5,272.15 in unpaid fines and accrued interest; and

WHEREAS, Oskandy maintains that the amount owed the City is excessive in relation to the violation; and

WHEREAS, the parties wish to settle the amounts due and owing City in order to avoid

the further time and expense associated with additional collection efforts, including foreclosure.

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 Oskandy hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Oskandy agrees to pay City \$2,500.00 in full satisfaction of the total amount currently due City within thirty (30) days of City Council's approval of this Settlement Agreement. The payment shall be payable to the "City of Venice" and remitted to the attention of Kelly M. Fernandez, Esq., 236 Pedro Street, Venice, Florida 34285.
3. Upon receipt of the cleared funds required by paragraph 2, above, City shall record a Satisfaction for the two outstanding liens.
4. In the event that payment is not timely received, this Agreement shall be null and void and City is entitled to continue its pursuit of the entire amount due and owing.
5. 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.
6. 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.
7. 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.

8. 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.

9. 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

Ron Feinsod, Mayor

Kelly Michaels, MMC, City Clerk

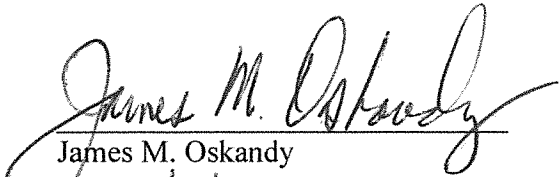
Date: _____

(SEAL)

Approved as to form:

City Attorney

JAMES M. OSKANDY


James M. Oskandy
Date: 3/1/22