

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA

CITY OF VENICE, a Florida municipal
corporation,

Plaintiff,

CASE NO. 2022 CA 003967 SC

v.

TODD JOHNSON,

Defendant.

_____ /

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into by and between Plaintiff, CITY OF VENICE, and Defendant, TODD D. JOHNSON, as of the day and year last written below.

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

Lot 22, Block 7, EAST GATE UNIT #1, as per plat thereof as recorded in Plat Book 9, Page 43, of the Public Records of Sarasota County, Florida.

which has a street address of 1316 Mango Ave., Venice, Florida 34285 (hereinafter referred to as “the Property”); and

WHEREAS, Plaintiff is the holder of the following liens against the Property: an Order Imposing Fine recorded in Official Records Instrument No. 2023171122; an Order Imposing Fine recorded in Official Records Instrument No. 2023166903; an Order Imposing Fine recorded in Official Records Instrument No. 2022144696; an Order Imposing Fine recorded in Official Records Instrument No. 2021226632; an Order Imposing Fine recorded in Official Records Instrument No. 2019079543; an Order Imposing Fine recorded in Official Records Instrument No. 2007128051; an Order Imposing Fine recorded in Official Records Instrument No.

95134357; an Order Imposing Fine recorded in Official Records Instrument No. 95134804; an Order Imposing Fine recorded in Official Records Instrument No. 91009212; and a Notice of Utility Lien recorded in Official Records Instrument No. 2017033095, all of the Public Records of Sarasota County, Florida; and

WHEREAS, on April 17, 2023, Final Judgment was entered in favor of Plaintiff against Defendant in this case; and

WHEREAS, the Final Judgment recorded at Official Records Instrument No. 2023061688, of the Public Records of Sarasota County, Florida, awarded Plaintiff Six Hundred Five 00/100 Dollars (\$605.00) in costs and Four Thousand Six Hundred Seventy-Six 30/100 Dollars (\$4,676.30) in attorney's fees from Defendant; and

WHEREAS, the Final Judgment also finds entitlement to award additional costs to Plaintiff for abating the public nuisance; and

WHEREAS, Plaintiff incurred Nineteen Thousand Eight Hundred Forty-Nine 00/100 Dollars (\$19,849.00) in demolition costs to abate the public nuisance, which is the subject of a Motion to Tax Costs set for hearing in this case on January 2, 2024; and

WHEREAS, Plaintiff incurred Two Thousand Fifty-One 79/100 Dollars (\$2,051.79) in costs to abate code enforcement violations relating to Orders Imposing Fines recorded in Official Records Instrument Nos. 2023171122 and 2023166903, of the Public Records of Sarasota County, Florida; and

WHEREAS, as of December 18, 2023, Defendant owes Plaintiff Six Hundred Fourteen Thousand Three Hundred Fifty 00/100 Dollars (\$614,350.00) in collectable code enforcement fines and Forty-Two Thousand One Hundred Seventeen 08/100 Dollars (\$42,117.08) in demolition costs, labor costs, attorney's fees, court costs, equipment costs, disposal costs, and

unpaid utilities; and

WHEREAS, the Property is under contract and the parties wish to settle the amounts due and owing Plaintiff in order to expedite the closing and a resolution of this case and all outstanding liens.

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

1. The above recitals are true and correct and are incorporated herein by reference.
2. Defendant agrees to pay Plaintiff Forty-Two Thousand One Hundred Seventeen 08/100 Dollars (\$42,117.08) in full satisfaction of the total amount currently due Plaintiff upon the closing of the sale of the Property. The payment shall be payable to the “City of Venice” and remitted to the attention of Kelly M. Fernandez, Esq., 236 Pedro St, Venice, Florida 34285. Should said payment not be received by March 31, 2024, this Agreement shall automatically be deemed null and void and Plaintiff is entitled to continue its pursuit of the entire amount due and owning
3. Upon receipt of the cleared funds required by paragraph 2, above, Plaintiff shall record Satisfactions for all outstanding liens of the City of Venice.
4. This Settlement 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.
5. A waiver of any breach of any provision of this Settlement 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.

6. All parties to this Settlement 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.

7. Any provision or part of this Settlement 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.

8. 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.

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PLAINTIFF, CITY OF VENICE

ATTEST

Nick Pachota, Mayor

Date: _____

Kelly Michaels, MMC, City Clerk

(SEAL)

Approved as to form:

City Attorney

DEFENDANT

Todd D. Johnson

Date: _____