

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

CITY OF VENICE, a municipality
of the State of Florida,

Plaintiff,

vs.

CASE NO.: 2014 CA 005721 NC

SERGIJE STANGACILOVIC and
NIKOLA MIRIC,

Defendants.

AMENDED SETTLEMENT AGREEMENT

THIS AMENDED SETTLEMENT AGREEMENT ("Agreement") is entered into by and between Plaintiff, CITY OF VENICE and Defendants, SERGIJE STANGACILOVIC and NIKOLA MIRIC as of the day and year last written below.

WHEREAS, Defendants are the owners of record of the following described property:

Lot 14, the Southeasterly 25 feet of Lot 15, and the Northwesterly 50 feet of Lot 15, Block A, Country Club Estates Unit No. 1, as per plat thereof as recorded in Plat Book 5, Page 29, of the Public Records of Sarasota County, Florida.

which has a street address of 624 and 628 Golf Drive, 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. 2012153553; a Notice of Utility Lien recorded in Official Records Instrument No. 2009003045; an Order recorded in Official Records Instrument No. 2012105232; an Order Imposing Fine recorded in Official Records Instrument No. 2012153554; and a Notice of Utility Lien recorded in Official Records Instrument No. 2009015544, all of the Public Records of Sarasota County, Florida; and

WHEREAS, on October 2, 2014, Plaintiff filed this case to foreclose the above-referenced liens; and

WHEREAS, the parties previously entered into a Settlement Agreement whereby Defendants were to tender \$45,000.00 in full satisfaction of the total amount then due upon the earlier of the closing of the sale of the Property or August 1, 2016; and

WHEREAS, Defendants were unable to timely tender payment under the Settlement Agreement due to the sale of the property falling through, voiding the Settlement Agreement; and

WHEREAS, as of July 3, 2017, Defendants owed Plaintiff a total of \$64,774.78, comprised of \$13,005.00 in fines and demolition costs for 624 Golf Drive, \$4,864.55 in unpaid utility service charges for 624 Golf Drive, \$23,025.00 in demolition costs for 628 Golf Drive, \$14,145.18 in unpaid utility service charges for 628 Golf Drive, \$4,197.05 in costs, and \$5,538.00 in attorney's fees; and

WHEREAS, the Property is again 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.

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 Defendants hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Defendants agree to pay Plaintiff \$50,000.00 in full satisfaction of the total amount currently due Plaintiff upon the earlier of the closing of the sale of the Property or November 30, 2017. The payment shall be payable to the "City of Venice" and remitted to the attention of Kelly M. Fernandez, Esq., 6853 Energy Court, Lakewood Ranch, Florida 34240.

3. Upon receipt of the cleared funds required by paragraph 2, above, Plaintiff shall record Satisfactions for the five outstanding liens and voluntarily dismiss this case.

4. In the event that payment is not timely received, this Agreement shall be null and void and Plaintiff 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.

PLAINTIFF, CITY OF VENICE

ATTEST

John W. Holic, Mayor

Lori Stelzer, MMC, City Clerk

Date: _____

(SEAL)

Approved as to form:

City Attorney

DEFENDANTS

Nikola Miric
Sergije Stangacilovic

Date: 8.28.17

Nikola Miric
Nikola Miric

Date: 8.28.17