

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of November, 2017 by and between John Annunziata, an individual acting in his individual capacity, whose address is 567 North Cypress Drive, Tequesta, Florida 33469 (hereinafter referred to as “Annunziata”), and the Village of Tequesta, a municipal corporation existing under the laws of the State of Florida whose address is 345 Tequesta Drive, Tequesta, Florida 33469 (hereinafter referred to as the “Village”) (collectively referred to as the “Parties”).

### **RECITALS**

**WHEREAS**, the Village is Plaintiff in litigation (Village of Tequesta v. Doris S. Thomas et al., Case No. 502015CA004171XXXXMB) to foreclose its statutory code enforcement liens on property with an address of 414 D, North Cypress Drive, Tequesta, Florida 33469, with a legal description of CYPRESS VILLAS UNIT D BLDG TR 1 OF PAR A, and with a parcel control number of 60-43-40-30-34-001-004 (hereinafter referred to as the “Property”); and

**WHEREAS**, the Village’s total code enforcement lien is in the approximate amount of Ninety Four Thousand Dollars (\$94,000.00), and includes out-of-pocket expenses incurred by the Village to abate health, safety and welfare violations that previously existed on the Property, as well as expenses incurred by the Village to bring and prosecute the litigation (hereinafter referred to as the “Actual Expenses”); and

**WHEREAS**, the Village’s Actual Expenses are in the approximate amount of Forty Three Thousand Dollars (\$43,000.00); and

**WHEREAS**, despite the Actual Expenses incurred by the Village, the Property currently exists in a state of disrepair that does not meet Village minimum property standards, and that requires significant interior and exterior rehabilitation in order for such compliance to be achieved; and

**WHEREAS**, Annunziata is interested in acquiring ownership of the Property and rehabilitating the Property into a state of compliance with Village building and property maintenance codes; and

**WHEREAS**, Annunziata has negotiated the acquisition of the Property from its current owner, including the satisfaction of an existing first mortgage on the Property; and

**WHEREAS**, the Parties now desire to settle the Village's code enforcement lien under the following terms and conditions which the Parties agree are binding and enforceable upon and against each other.

### **AGREEMENT**

In consideration of the totality of this Agreement and to fulfill any obligations that they have or may have to one another, as more specifically set forth herein, the Parties hereby agree as follows:

#### **SECTION 1. OBLIGATIONS OF ANNUNZIATA.**

- A. Within 30 days of the Effective Date of this Agreement, Annunziata shall obtain legal ownership of the Property, including satisfaction of the existing first mortgage, and shall provide proof of same to the Village.
- B. Within 30 days of the Effective Date of this Agreement, Annunziata shall pay the Village the one time lump sum of Forty Thousand Dollars (\$40,000.00) in full settlement of the Village's code enforcement lien on the Property.
- C. Within 30 days of the Effective Date of this Agreement, Annunziata shall submit a complete application for all necessary building permits to allow for the interior and exterior rehabilitation of the Property, and shall proceed immediately and in good faith with the work necessary to bring the Property into compliance with Village building and property maintenance codes.
- D. Within 120 days of permit issuance, Annunziata will have completed all necessary work to rehabilitate and bring the Property into compliance with Village building and property maintenance codes.

#### **SECTION 2. OBLIGATIONS OF THE VILLAGE.**

- A. Upon receipt of documentation from Annunziata that he has obtained legal ownership of the Property, including satisfaction of the existing first mortgage; and receipt of payment from Annunziata of Forty Thousand Dollars (\$40,000.00); and issuance of the building permits contemplated by section 1.C. above, the Village shall immediately release its code enforcement lien on the Property and shall immediately

dismiss with prejudice the litigation referenced above (Village of Tequesta v. Doris S. Thomas et al., Case No. 502015CA004171XXXXMB).

- B. The Village shall process Annunziata's permit application in good faith, making all reasonable efforts to expedite permitting and shall not create unreasonable delay during the inspection process. So long as Annunziata is proceeding in good faith, the 120-day deadline in section 1.D above may be extended by the Village, if needed.
- C. The Village shall pay the permit fees for the issuance of the building permits contemplated by section 1.C. above.

### **SECTION 3. GENERAL PROVISIONS.**

- A. Should Annunziata fail to perform the obligations contemplated by sections 1.A., 1.B., or 1.C., then and in that case, this Agreement shall be voidable at the discretion of the Village.
- B. Should the Village fail to perform the obligations contemplated by sections 2.A., or 2.B., then and in that case, Annunziata shall have available to him all remedies available at law or equity, and shall be entitled to an award of reasonable attorney's fees and costs incurred to bring any such action against the Village.
- C. In the event that secondary fees have to be assessed against the building permits contemplated by section 1.C. above, for example, due to expired permits, excessive failed inspections, or any other similar fees provided by the Florida Building Code, then and in that case, the payment of such fees shall be the responsibility and obligation of Annunziata.
- D. Nothing contained in this Agreement shall be construed as precluding the Village from prosecuting future code enforcement violations on the Property, including violations that may exist as a result of a failure by Annunziata to complete the rehabilitation work contemplated by section 1.C, and 1.D., above.
- E. This Agreement shall be deemed to constitute a contract made and entered into under the laws of the State of Florida, and not a mere recital. This Agreement shall not be filed with a court unless it is necessary to enforce any term or condition of this Agreement.

F. No amendment or variation of the terms or provisions of this Agreement shall be valid unless made in writing and signed by each of the Parties.

G. The Parties shall each bear their own fees and costs in connection with this matter.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement on their own behalf.

**JOHN ANNUNZIATA**

\_\_\_\_\_  
By: John Annunziata,  
Individually

Witnessed by:

\_\_\_\_\_

**VILLAGE OF TEQUESTA**

\_\_\_\_\_  
By: Abigail Brennan,  
Mayor

Attested to by:

\_\_\_\_\_  
Lori McWilliams, MMC  
Village Clerk