



AGENDA REPORT
October 9, 2018

Board Consideration, Re: Request for Approval of the Release of Code Enforcement Lien and Associated Settlement Agreement for Atlantic Mortgage Services, Inc. (District 5)

SUBJECT:

Board Consideration, Re: Request for Approval of the Release of Code Enforcement Lien and Associated Settlement Agreement for Atlantic Mortgage Services, Inc., Tax Account 2702777, 4345 Carolwood Drive, Melbourne, FL 32934 (Case No. 05-4545/11CE-01026) (District 5)

FISCAL IMPACT:

FY 18 Fiscal Impact - \$65,499 Fine Reduction/Settlement Agreement.

DEPT/OFFICE:

Planning and Development

REQUESTED ACTION:

It is requested that the Board consider the Special Magistrate's recommendation to reduce the accrued fine of \$67,406 to actual enforcement cost \$1,907 and execute the settlement agreement and release of lien for a code enforcement case at 4345 Carolwood Drive, Melbourne, FL.

SUMMARY EXPLANATION and BACKGROUND:

This matter (Case No. 05-4545) came for public hearing before the Code Enforcement Special Magistrate on February 16, 2006. The owners at the time, Scott and Kathleen Pennewell, were cited for violating Code Sections 62-2102 and 62-2103 by improperly splitting a parcel from 4345 Carolwood Drive; Nathan and Denise Jackson purchased the portion of the property that had been illegally divided. The Special Magistrate determined that the violations did occur and ordered a compliance date of April 26, 2006. Prior to imposition, Atlantic Mortgage Services, Inc. foreclosed on the property against Scott and Kathleen Pennewell, as well as Nathan and Denise Jackson; Brevard County was not named in the foreclosure. According to Brevard County Property Appraiser's Office, the properties were recombined on November 15, 2014, which corrected the violation. Following a request for reduction of the fines on June 21, 2018, Atlantic Mortgage Services, Inc. filed an appeal in the Eighteenth Judicial Circuit to contest the imposition of the lien and, more generally, the case as a whole.

The Board's approval to execute the Settlement Agreement and Release of Lien will allow

the County to: (1) recover the actual costs it incurred during the investigation and prosecution of this case; and (2) settle any further litigation expense with Atlantic Mortgage Services, Inc. relating to the property in question, as Atlantic Mortgage Services, Inc. brought the property into compliance. As part of the Settlement, the County will release any Code Enforcement lien against Atlantic Mortgage Services, Inc. for 4345 Carolwood Drive, Melbourne, FL 32934, and, in exchange, Atlantic Mortgage Services, Inc. will dismiss its appeal and waive any further legal cause(s) of action it has against the County regarding the above-referenced matter.

ATTACHMENTS:

Description

- ▢ **Application for Reduction**
- ▢ **Actual Costs**
- ▢ **Order Imposing**
- ▢ **Order for Reduction**
- ▢ **Settlement Agreement**



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 10, 2018

MEMORANDUM

TO: Tad Calkins, Planning and Development Director

RE: Item J.1., Board Consideration of Request for Release of Code Enforcement Lien and Settlement Agreement for Atlantic Mortgage Services, Inc. – Case No. 05-4545/11CE-01026

The Board of County Commissioners, in regular session on October 9, 2018, considered the Special Magistrate's recommendation to reduce the accrued fine of \$67,406 to the actual enforcement cost of \$1,907; and executed and approved the Settlement Agreement and Release for Atlantic Mortgage Service, Inc. - Case No. 05-4545/11CE-01026 at 4345 Carolwood Drive, Melbourne. Enclosed is the fully-executed Settlement Agreement and Release for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

Encl. (1)

cc: Code Enforcement Manager
County Manager
Finance
Budget

CODE ENFORCEMENT SPECIAL MAGISTRATE
BREVARD COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA
a political subdivision of the State of Florida,

CASE NUMBER: 11CE-01026
05-4545

Petitioner,

Property Address: 4345 Carolwood Dr.
Melbourne, FL 32934 District - 5

vs.

KATHLEEN PENNEWELL, ESTATE OF SCOTT
PENNEWELL, NATHAN & DENISE JACKSON,
Previous Owners, and ATLANTIC MORTGAGE
SERVICES, INC., New Owners,

Respondent(s).

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE is entered into the date of last signature below by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and ATLANTIC MORTGAGE SERVICES, INC. (hereinafter referred to as "Atlantic Mortgage").

I. RECITAL OF FACTS

A. A code enforcement action was brought against the property at issue in 2006 for violation of zoning regulations. Since that time, a fine has accrued and been imposed as a lien: Official Records Book 8240, Page 949. The violations on the property in question no longer exist.

B. Both the County and Atlantic Mortgage desire to enter into this Settlement Agreement and Release in order to provide for full settlement and discharge of any and all claims by and/or against each respective Party, which are or might have been the subject of a complaint relating to the above-referenced matter, upon the terms and conditions set forth herein.

II. AGREEMENT

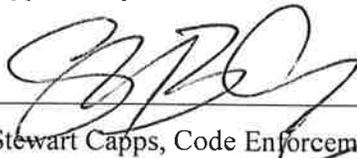
In consideration for and contingent upon the fulfillment of the terms outlined in Section III of this Settlement Agreement and Release, each Party hereto hereby fully, finally, unconditionally, and absolutely releases and forever discharges the other, and their past, present,

and future officers, directors, attorneys, agents, servants, representatives, employees, and assigns, from any and all claims, damages, demands, actions, causes of action, suits, debts, attorneys' fees, costs, and expenses of whatsoever kind and nature, whether based in contract, tort, statute, or other theory of recovery, which now exists, or which may hereafter accrue, or otherwise be acquired, on account of, or in any way growing out of, or which is the subject of, the above-referenced matter.

III. CONSIDERATIONS AND CONTINGENCIES

A. This Settlement Agreement and Release is contingent upon satisfaction of the following requirements:

- 1) Approval by the Code Enforcement Special Magistrate



Stewart Capps, Code Enforcement Special Magistrate

- 2) Approval by the Board of County Commissioners of Brevard County, Florida; **and**
- 3) Atlantic Mortgage's dismissal of any appeal(s) related to or associated with the above-referenced matter.

B. In consideration of the terms and conditions set forth herein, Atlantic Mortgage hereby agrees to pay the following sum to the County in the following manner:

Atlantic Mortgage shall pay to the County the sum of ONE THOUSAND NINE HUNDRED SEVEN DOLLARS AND NO CENTS (\$1,907.00) within thirty (30) days of last execution of this Settlement Agreement and Release.

Such payment shall be made to the BOARD OF COUNTY COMMISSIONERS and mailed to: Code Enforcement, 2725 Judge Fran Jamieson Way, Bldg A Room 114, Viera, FL 32940.

C. Upon satisfaction of the above-listed requirements, the County shall provide a full release of any and all Code Enforcement liens against Atlantic Mortgage regarding the above-referenced matter.

IV. INTENT AND VOLUNTARINESS

A. This Settlement Agreement and Release relates to any and all claims related to the above-referenced matter. It is understood and agreed that this Settlement Agreement and

Release is a compromise of all disputed claims and that settlement is intended to avoid litigation and to buy each Party their respective peace.

B. This Settlement Agreement and Release shall not take effect unless and until the terms outlined in Section III of this Settlement Agreement and Release have been satisfied.

C. Atlantic Mortgage hereby declares and represents that, in entering this Settlement Agreement and Release, it understands and agrees that it is relying solely upon its own judgment, beliefs, and knowledge of the nature, extent, effect, and duration of Atlantic Mortgage's damages and claims.

D. This Settlement Agreement and Release is fully and voluntarily executed by both Parties after having been apprised of all relevant information and available data. Neither Party, in executing this Settlement Agreement and Release, is relying upon any inducements, promises, or representations made by the other, or any of their respective employees or representatives, other than this Settlement Agreement and Release and the terms outlined herein.

E. This Settlement Agreement and Release contains the entire agreement between the Parties relating to the above-referenced matter, and supersedes any and all prior agreements, understandings, representations, and statements between the Parties, whether oral or written, and whether by a Party or such Party's legal counsel. The Parties are entering into this Settlement Agreement and Release based solely and exclusively on the representations provided for herein.

F. The terms of this Settlement Agreement and Release are contractual and not merely a recital.

G. In the event of litigation or arbitration connected with the enforcement or interpretation of this Settlement Agreement and Release, each Party shall be responsible for their own respective attorney's fees, costs, and expenses in connection therewith.

H. It is understood and agreed that this Settlement Agreement and Release shall not constitute an adjudication, finding, or admission of merit or lack of merit of either Party nor shall it constitute or operate as an acknowledgement of any kind of liability arising out of the above-referenced matter.

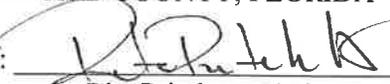
THE UNDERSIGNED HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND UNDERSTAND THE PURPOSE, INTENT, AND EFFECT OF THIS SETTLEMENT AGREEMENT AND RELEASE. THIS AGREEMENT CONTAINS AND SETS FORTH THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, AND THERE IS NO PART OF THIS SETTLEMENT AGREEMENT AND RELEASE WHICH IS NOT FULLY, COMPLETELY, ACCURATELY, AND TRULY SET FORTH HEREIN.

BOTH PARTIES HAVE READ AND FULLY UNDERSTANDS THE FOREGOING
RELEASE AND AGREE THAT ALL DOUBTS AND AMBIGUITIES IN CONNECTION
WITH THE GENERAL RELEASE OF ALL CLAIMS BE CONSTRUED IN FAVOR OF THIS
SETTLEMENT AGREEMENT AND RELEASE.

THE UNDERSIGNED HEREBY AFFIRMS THEY HAVE THE LEGAL AUTHORITY TO
ENTER INTO THIS AGREEMENT TO BIND THEIR RESPECTIVE PARTY.

ACCEPTED AND AGREED

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: 
Rita Pritchett, Chair

Approved by Board: OCTOBER 9, 2018

ATTEST:


SCOTT ELLIS, CLERK

ATLANTIC MORTGAGE SERVICES, INC.

By:  President

Print name: Daniel E Overstreet

Date: 9/28/18

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CODE ENFORCEMENT SPECIAL MAGISTRATE
BREVARD COUNTY, FLORIDA

Special Magistrate Hearing: 6/21/2018 9:00 a.m., Thursday in Bldg C, 2nd Floor, Space Coast Room, 2725 Judge Fran Jamieson Way, Viera, FL

FAX COMPLETED FORM TO: 321-633-2167/return by e-mail to Angela and Mail original to: Brevard County Code Enforcement, 2725 Judge Fran Jamieson Way, Bldg A 114, Viera, FL 32940

DUE ON OR BEFORE: IF RETURNED BY 6/6/18*

Code Enforcement Case No. **11CE-01026 (previous recorded as 05-4545)**

Property Address: 4345 CAROLWOOD DR MELBOURNE FL 32934

New Owner's Name: Atlantic Mortgage Services Inc.

Previous Owner: Kathleen Pennewell & Scott Pennewell, Nathan & Denise Jackson

REQUEST FOR REDUCTION OF PENALTY

(Consider this document your Notice of Hearing-No other notice will be sent for this request)

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH. FAILURE TO BE TRUTHFUL IS A VIOLATION OF FLORIDA STATUTES PERTAINING TO PERJURY, WHICH IS A FELONY PUNISHABLE BY UP TO 15 YEARS IMPRISONMENT.

INSTRUCTIONS: Please review and complete the entire package, all 3 pages. **Failure to provide complete information may delay consideration of your request.** Enforcement Costs must be paid prior to scheduling case for hearing. Special Magistrate cannot reduce enforcement cost. Be specific when writing your statement. Please return this form to the Special Projects Coordinator in Code Enforcement prior to the above deadline. The Request will then be scheduled for the next available Special Magistrate hearing. **You must be present at the meeting.** If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any questions, please call Angela at (321) 633-2086, extension 52885 or Cindy at extension 52884.

Property Owner's Name: Atlantic Mortgage Services Inc., c/o Dan Overstreet

Property Owner's Mailing Address: 1790 Highway A1A Suite 101, Satellite Beach, FL 32937, Dan@AtlanticELoan.com / Tina@AtlanticELoan.com

Phone Number where you can be reached during the day: (321) 266-3199

STATUS OF PROPERTY AS OF INSPECTION MADE BY Brian Lock ON 11/15/2014

VIOLATION of Brevard County Code: Failure to obtain a variance for non-conforming lot

Violation heard on 2/16/2006; fine ordered to accrued at \$25.00 per day from 4/17/2006 until compliance on 11/15/2014 (3134 days in violation); the fine accrued to maximum as of today = \$67,407.00

Enforcement costs in the amount of \$286.00 were paid on 4/20/2018.

If the property owner is unable to complete this form, list the name of the person who completed the form and is authorized to act for the Property Owner and their relationship to the property owner.

CODE ENFORCEMENT

JUN 06 2018

RECEIVED

MAKE CERTAIN THAT THIS FORM AND ANY ATTACHMENTS COMPLETELY SET FORTH YOUR POSITION. YOU MUST BE PRESENT TO ANSWER ANY QUESTIONS THE SPECIAL MAGISTRATE MAY HAVE.

I, Dan Overstreet , do hereby submit this Request for Reduction of Penalty, and in support offer the following statement:

The Pennewells who owned the property at 4345 Carolwood, entered into default on the property in Oct.2005. In Nov. 2006 Atlantic Mortgage Services (AMS) filed for foreclosure & the Pennewells moved out. On 12/3/2006 Mr. Scott Pennewell died in hospice care due to complications from ALS. In Feb.2006, unbeknownst to AMS & without the lender's approval, Pennewell sold a portion of the property while foreclosure action was ongoing. In May 2008 AMS received title to a portion of the property (see attached survey). First American Title cured the defect created by the Jackson's (who were sold a portion of the property), by acquiring additional land & giving AMS more than the 1 acre required or equal to the original property. In Aug. 2010 a certificate of title was received on the foreclosure action at its conclusion. Aug.2011 AMS filed to unify the property & was denied due to non-payment of taxes by the previous parties. After paying years of taxes owed, AMS filed again in Nov.2014 to unify the property. The non-compliance brought forth was created by a paralyzed dying man who wanted to provide for his family. He was a NYC firefighter involved in the 911 tragedy and the problems created as a result of his fatal illness were beyond his control. Over time, we had a good working relationship with him. In theory we would have allowed him to subdivide the property had we known, but it was never approved. The Title Company never followed through with us or our attorney to provide any information on the property encumbered by the mortgage. We don't believe the Pennewells attempted to defraud anyone. 1st American Title's sloppy work resulted in them not obtaining a release for the Jackson's parcel. AMS was the innocent party. However, to be a good citizen, AMS allowed the Jacksons to build on the parcel provided to them. When the

STATE OF FLORIDA)
COUNTY OF BREVARD) _____

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, Dan Overstreet , who first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally known to me and has produced a Florida driver's license as identification and did take an oath.

Date: 6/6/18 Notary Public: Cynthia J. Merrifield
(seal)



REDUCTION FACTOR WORKSHEET

(THIS FORM MUST BE COMPLETED AS PART OF THE APPLICATION)

A. Extenuating Circumstances? Circle any that apply.

- 1) The applicant did not have the resource to comply
- 2) The applicant had a financial hardship
- 3) The applicant had a medical hardship
- 4) The applicant was experiencing hard times or was a victim of circumstances.

Explain: Owner has had cancer and subdivide as he need money.

- 5) There were technical and/or procedural issues with the case
- 6) The applicant did not have authority to make corrections (i.e., other legal action pending)
- 7) The required corrections were complex in nature
- 8) The applicant's age prevented timely compliance
- 9) The applicant experienced a language barrier

B. Nature of the violation.

- 1) Heightened health, safety, welfare concern Yes No
- 2) The amount of time to correct
 - a) 1-60 days
 - b) 61-120 days
 - c) Over 120 days
- 3) Degree of responsibility the applicant contributed to the delay in compliance
 - a) None
 - b) Somewhat
 - c) Complete
- 4) The applicant's level of cooperation with code enforcement
 - a) None
 - b) Somewhat
 - c) Complete
- 5) Did the applicant ever request an extension of the compliance date? Yes ___ was it granted ___ denied ___ None requested
- 6) If yes, how many extensions were granted? _____

C. What type of interest does the applicant have on the property?

- 1) Considering acquiring the property
- 2) Foreclosure/Tax Deed Sale
- 3) Inherited property
- 4) Acquired property from the violator
- 5) The applicant was the owner when the violation occurred

D. Financial beneficiary of the fine reduction

- 1) Violator
- 2) New owner who corrected violation
- 3) _____

Original Fine \$67,407.00

Recommend Reduction to \$ \$30⁰⁰

(enter amount you agree to pay)

Worksheet for Assessment of Actual Costs for Case 11CE-01026 (05-4545)

Inspector	Lock/Kerr							
Wages S&B Hourly	\$25.00							
Per Minute	\$0.42							
Officer Costs:								Sub Total
# Field Inspections	4 x	\$25.00	Hourly	Total	\$100.00			\$100.00
Vehicle Mileage								per mile
# Field Inspections	4 x2: Rdtrip	8 x miles	16	128	0.54			\$69.12
Administrative Costs:								
		Minutes						
# Computer Entries	55	10	550		\$0.42			\$229.17
# Telephone calls	17	5	85		\$0.42			\$35.42
# Research	38	15	570		\$0.42			\$237.50
# Hearings/Prehearings	4	120	480		\$0.42			\$200.00
								\$702.08
								\$702.08
Extra Investigative Insp:								
S&B Hr/Mn		Minutes						
Zoning-Research	4	15	60		0.54			\$32.40
								\$32.40
								\$32.40
Recording Fees								
1 Page	\$10.00					2 x		\$20.00
2 Pages	\$18.50							
3 Pages	\$35.50							
4 Pages	\$44.00							\$44.00
Hearings (public, extension, reduction, imposition)	4 x	\$200.00					Legal Fees	\$800.00
Hearing Prep Office-number of hearings	5 x	\$85.00						\$425.00
Subtotal Actual Costs for case								\$2,193
Enforcement Costs Assessed and Paid - \$350 or \$550								\$286
Balance due of Actual Costs - DEFICIT								\$1,907

CODE ENFORCEMENT SPECIAL MAGISTRATE
BREVARD COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS OF BREVARD
COUNTY, FLORIDA, a political subdivision of the
State of Florida,
Petitioner,

CASE # 11CE-01026
(Previously recorded as 05-4545)

v.

ATLANTIC MORTGAGE SERVICES INC,
Respondent(s)

CFN 2018185245, OR BK 8240 PAGE 949,
Recorded 08/17/2018 at 08:28 AM, Scott Ellis, Clerk of Courts,
Brevard County
Pgs:1

ORDER IMPOSING FINE AS LIEN

The Brevard County Code Enforcement Special Magistrate hereby finds and orders:

1) On 2/16/2006, the Special Magistrate issued a Findings of Fact, Conclusions of Law and Order & Lien for Costs in Official Records Book 5605, Page 8215 in the Office of the Clerk of the Circuit Court of Brevard County, Florida.

2) The Order notifies respondent(s) that fines may be imposed as a lien pursuant to Florida Statute 162.09.

THEREFORE, the fines are hereby imposed as a lien. Pursuant to Florida Statute 162.09, a certified copy of this Order will be recorded in the public records in the Office of the Clerk of the Circuit Court of Brevard County, Florida and shall constitute a lien against all real and personal property of the Respondent(s) as long as the property is not exempt as homestead property under Section 4 of Article X of the Florida Constitution.

DONE AND ORDERED August 16, 2018.

STATE OF FLORIDA (COUNTY OF BREVARD)

CERTIFICATION I hereby certify this is a true

and correct copy of the Finding of Fact/

Order of Imposition. Witness my hand on this

16 August 2018

Clerk to the Special Magistrate.

CODE ENFORCEMENT SPECIAL MAGISTRATE
BREVARD COUNTY, FLORIDA


Stewart B. Capps

You have the right to appeal this Order to the Circuit Court within thirty (30) days from the date of this Order, in accordance with Brevard County Code Section 2-178, after which time you will have no right to contest it.

CC: ATLANTIC MORTGAGE SERVICES INC 1790 HIGHWAY A1A STE 101 SATELLITE BCH
FL 32937

CODE ENFORCEMENT SPECIAL MAGISTRATE OF
BREVARD COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA,
Petitioner,

CASE NO: 11CE-01026(Previous recorded as 05-4545)
Property Address: 4345 CAROLWOOD DR
MELBOURNE FL 32934

vs.

KATHLEEN PENNEWELL, ESTATE OF SCOTT PENNEWELL,
NATHAN & DENISE JACKSON, Previous Owners, and
ATLANTIC MORTGAGE SERVICES INC, New Owners,
Respondent(s).

ORDER ON REQUEST FOR REDUCTION OF FINE

THIS MATTER came for consideration by the Code Enforcement Special Magistrate of Brevard County, Florida, on 6/21/2018, on the Request of the Respondent, **ATLANTIC MORTGAGE SERVICES INC**, c/o Dan Overstreet, New Owners, to address the fines accrued in the above-styled case. The Code Enforcement Special Magistrate being otherwise fully advised, it is thereupon,

ORDERED as follows:

1. The Respondent's Request is **DENIED**. All fines assessed in accordance with the Special Magistrate's Order, dated 2/16/2006, which as of 11/15/2014, accrued to the maximum 35% as of today, SIXTY-SEVEN THOUSAND, FOUR HUNDRED SEVEN DOLLARS (\$67,406.00) remain due and outstanding.

2. _____

OR

1. The accrued fines assessed in accordance with the Special Magistrate's Order, dated 2/16/2006, which as of 11/15/2014, accrued to the maximum 35% as of today, SIXTY-SEVEN THOUSAND, FOUR HUNDRED SEVEN DOLLARS (\$67,406.00) are hereby **REDUCED** to: 8,647.60
Eight thousand six hundred forty seven and 60/100 (\$ 8,647.60.00), contingent upon the following:

a. Payment in full of the reduced amount must be received within thirty (30) days.

2. If payment is not timely paid, amount due reverts back to original fine amount and may be imposed.

3. An Acknowledgment and Release of Lien will not be recorded until the fines are paid in full.

4. _____

ALL PAYMENTS PAYABLE TO THE BOARD OF COUNTY COMMISSIONERS and mailed to Code Enforcement, 2725 Judge Fran Jamieson Way, Building A, Room 114, Viera, Florida, 32940.

You have a right to appeal this Order to the Circuit Court within a period of 30 days from the date of this Order, in accordance with Brevard County Code Section 2-178.

DONE AND ORDERED on June 21, 2018.

CODE ENFORCEMENT SPECIAL MAGISTRATE
BREVARD COUNTY, FLORIDA


Stewart Capps

Conformed Copies to: Atlantic Mortgage Services Inc., c/o Dan Overstreet, 1790 Highway A1A Suite 101, Satellite Beach, FL 32937

GARY B. FRESE †
ALLAN P. WHITEHEAD
LAURA L. ANDERSON **
ERIKA J. MCBRYDE
JAMES D. HENDERSON

LAW OFFICES OF
 **FRESE
WHITEHEAD &
ANDERSON, P.A.**

** BOARD CERTIFIED IN WILLS,
TRUSTS AND ESTATE LAW
‡ BOARD CERTIFIED IN
REAL ESTATE LAW

October 1, 2018

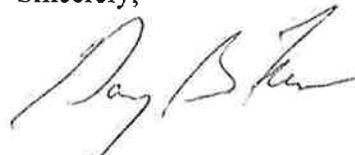
Alex Esseeesse, Esq.
County Attorney's Office
2725 Judge Fran Jamieson Way
Viera, FL 32940

VIA FEDERAL EXPRESS: 7733 6766 6530

Mr. Esseeesse:

Per your request, please find enclosed signed Settlement Agreement and Release.

Sincerely,



Gary B. Frese

CODE ENFORCEMENT SPECIAL MAGISTRATE
BREVARD COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA
a political subdivision of the State of Florida,

CASE NUMBER: 11CE-01026
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Petitioner,

Property Address: 4345 Carolwood Dr.
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vs.

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and future officers, directors, attorneys, agents, servants, representatives, employees, and assigns, from any and all claims, damages, demands, actions, causes of action, suits, debts, attorneys' fees, costs, and expenses of whatsoever kind and nature, whether based in contract, tort, statute, or other theory of recovery, which now exists, or which may hereafter accrue, or otherwise be acquired, on account of, or in any way growing out of, or which is the subject of, the above-referenced matter.

III. CONSIDERATIONS AND CONTINGENCIES

A. This Settlement Agreement and Release is contingent upon satisfaction of the following requirements:

- 1) Approval by the Code Enforcement Special Magistrate



Stewart Capps, Code Enforcement Special Magistrate

- 2) Approval by the Board of County Commissioners of Brevard County, Florida; **and**

- 3) Atlantic Mortgage's dismissal of any appeal(s) related to or associated with the above-referenced matter.

B. In consideration of the terms and conditions set forth herein, Atlantic Mortgage hereby agrees to pay the following sum to the County in the following manner:

Atlantic Mortgage shall pay to the County the sum of ONE THOUSAND NINE HUNDRED SEVEN DOLLARS AND NO CENTS (\$1,907.00) within thirty (30) days of last execution of this Settlement Agreement and Release.

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Release is a compromise of all disputed claims and that settlement is intended to avoid litigation and to buy each Party their respective peace.

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D. This Settlement Agreement and Release is fully and voluntarily executed by both Parties after having been apprised of all relevant information and available data. Neither Party, in executing this Settlement Agreement and Release, is relying upon any inducements, promises, or representations made by the other, or any of their respective employees or representatives, other than this Settlement Agreement and Release and the terms outlined herein.

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THE UNDERSIGNED HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND UNDERSTAND THE PURPOSE, INTENT, AND EFFECT OF THIS SETTLEMENT AGREEMENT AND RELEASE. THIS AGREEMENT CONTAINS AND SETS FORTH THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, AND THERE IS NO PART OF THIS SETTLEMENT AGREEMENT AND RELEASE WHICH IS NOT FULLY, COMPLETELY, ACCURATELY, AND TRULY SET FORTH HEREIN.

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BOTH PARTIES HAVE READ AND FULLY UNDERSTANDS THE FOREGOING
RELEASE AND AGREE THAT ALL DOUBTS AND AMBIGUITIES IN CONNECTION
WITH THE GENERAL RELEASE OF ALL CLAIMS BE CONSTRUED IN FAVOR OF THIS
SETTLEMENT AGREEMENT AND RELEASE.

THE UNDERSIGNED HEREBY AFFIRMS THEY HAVE THE LEGAL AUTHORITY TO
ENTER INTO THIS AGREEMENT TO BIND THEIR RESPECTIVE PARTY.

ACCEPTED AND AGREED

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: _____
Rita Pritchett, Chair

Approved by Board: _____

ATLANTIC MORTGAGE SERVICES, INC.

By: _____ President

Print name: Daniel E Overstreet

Date: 9/28/18

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