



COUNTY ATTORNEY'S OFFICE  
MEMORANDUM

To: Board of County Commissioners  
Through: Robert A. McMillan, County Attorney  
From: *KCC* Karen Consalo, Assistant County Attorney, Ext. 7254  
Date: February 10, 2004  
Subject: Offer of Settlement in Seminole County vs. Amy M. Kelley

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Amy M. Kelley (aka Amy Nelson) has offered to pay the County \$3,500.00 in settlement of a code enforcement lien, and foreclosure litigation, in the amount of \$21,800.00.

BACKGROUND

On June 4, 2001, the Code Enforcement Board (CEB) found Ms. Kelley guilty of violating Section 40.51, Seminole County Code, by constructing an addition to her house located at 1920 Carrigan Avenue, unincorporated Winter Park, without a permit. At the time that these violations occurred, Ms. Taylor was the owner of the property and was renting it to her son. The CEB imposed a fine and lien on the property in the amount of \$4,675.00 plus \$25.00 per day of ongoing noncompliance. A total fine/lien of \$21,800.00 accrued.

Pursuant this Board's directive, the County Attorney's Office filed a lawsuit to foreclose the lien on February 4, 2002. Ms. Kelley has agreed to a settlement of the litigation whereby she will pay the County \$3,500.00 in exchange for the County's removal of all liens and lawsuits against the property. Ms. Kelley has already submitted this payment and it is being held in escrow pending this Board's review of the settlement agreement.

The property is currently in compliance with County codes.

A copy of the partially executed Settlement Agreement and the CEB order are attached.

CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political  
subdivision of the State of Florida,

CASE NO. 99-37A-CEB

Petitioner,

vs.

AMY M KELLEY

Respondent.

707796

MARYANNE MORSE  
CLERK OF CIRCUIT COURT

01 JUN 19 AM 7:56

SEMINOLE COUNTY, FL  
RECORDED & VERIFIED

REVISED  
ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN

The Respondent is the owner of record of the property (Tax Parcel ID #33-21-30-504-0G00-0060) located at 1920 Carrigan Ave, Winter Park, located in Seminole County and legally described as follows:

LEG LOT 6 BLK G TEMPLE TERRACE ANNEX PB 8 PG 61

This case came on for public hearing before the Code Enforcement Board of Seminole County on the 22<sup>nd</sup> day of July, 1999, after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law, and Order.

Said Order found Respondent in violation of Section 40.51, Seminole County Code.

Said Order required Respondent to take certain corrective action by August 25, 1999.

Said Order stated that a fine of \$25.00 per day would be imposed if Respondent did not take certain corrective action by the date set for compliance.

An Affidavit of Non-Compliance bearing the date of August 23, 1999, has been filed with the Board by the Code Inspector, which Affidavit certifies under oath that the required action has not been taken as ordered.

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EXHIBIT "F"

Accordingly, it having been brought to the Board's attention that Respondent has not complied with the Order dated July 22, 1999, the Board orders that a fine of \$4,675/00 (total accrued fine up until hearing) is imposed against the property for each day the violation has continued past the date set for compliance and a fine of \$25.00 per day is ordered against the property for each day the violation continues past August 23, 1999.

The Respondent must contact the Code Inspector to arrange for an inspection of the property to verify compliance. The fine imposed shall continue until such time as the Code Inspector inspects the property and establishes the date of compliance.

This Order shall be recorded in the public records of Seminole County, Florida, and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the Respondent.

**DONE AND ORDERED** this 4<sup>th</sup> day of June, 2001, in Seminole County, Florida.

CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

*Jean Metts*  
JEAN METTS, CHAIR

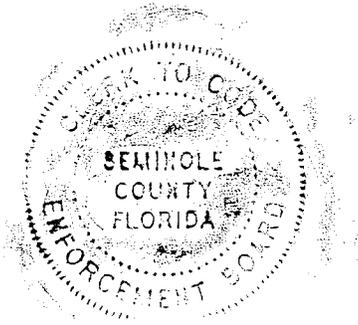
STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 2001, by Jean Metts, who is personally known to me.

*Marcia L. Fuller*  
Marcia L. Fuller  
Notary Public to and for the  
County and State aforementioned.  
My Commission Expires:

Lien.kelley

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**SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between AMY NELSON a.k.a. AMY M. KELLEY, an individual whose address is 1920 Carrigan Avenue (hereafter referred to as Kelley") and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 (hereafter referred to as "County").

**W I T N E S S E T H**

**WHEREAS**, Kelley and the County are parties to that certain lawsuit styled "SEMINOLE COUNTY, a political subdivision of the State of Florida, Plaintiff, v. AMY M. KELLEY, HER HEIRS, DEVISEES, ASSIGNEES, GRANTEEES, CREDITORS, LESSEES, EXECUTORS, ADMINISTRATORS, MORTGAGEES, JUDGMENT CREDITORS, TRUSTEES, LIENHOLDERS, PERSONS IN POSSESSION AND ANY AND ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY RIGHT, TITLE OR INTEREST BY, THROUGH, UNDER OR AGAINST THE ABOVE NAMED DEFENDANT OR OTHERWISE CLAIMING ANY RIGHT, TITLE OR INTEREST IN THE REAL PROPERTY DESCRIBED IN THIS ACTION, Defendants," case #02-CA-313-14-G, pending in the Circuit Court of the Eighteenth Judicial Circuit in and for Seminole County (hereafter referred to as the "Lawsuit"); and

**WHEREAS**, the parties wish to resolve their differences and conclude all claims between the County and Kelley.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable considerations, the receipt of which is expressly acknowledged by each party, the parties agree as follows:

1. PAYMENT BY KELLEY. Kelley agrees to pay to the County the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00). Said payment shall be rendered at the time of execution of this Agreement.

2. RELEASE OF LIEN BY COUNTY. Upon receipt of the full payment as set forth in Section (1) above, the County agrees to execute and deliver a general release to Kelley regarding any and all liens, fines, claims and other encumbrances upon the property located at 1920 Carrigan Avenue, Seminole County, Florida (hereinafter referred to as "the Property.") The County shall timely provide Kelley with a written instrument reflecting the above-referenced release. Kelley shall record said instrument and pay any costs associated with such recordation.

3. DISMISSAL OF LAWSUIT. Upon full satisfaction of the conditions set forth in Sections (1) and (2) above, the County and Kelley agree to execute a voluntary dismissal or signed stipulation for dismissal, with prejudice, which shall be filed by the County with the above-referenced circuit court. Each party shall bear its own attorneys fees and costs.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL MCLAIN, Chairman  
Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commis-  
sioners at their regular  
Meeting of \_\_\_\_\_, 2004.

\_\_\_\_\_  
County Attorney

4. NON-WAIVER OF RIGHTS. Nothing set forth herein shall constitute a waiver of the County's right to future enforcement of any County codes in regard to Kelley and/or the Property.

5. GENERAL PROVISIONS. This Agreement shall be construed in accordance with the laws of the State of Florida. The terms of this Agreement shall bind and inure to the benefit of the parties to it, including their heirs, executors, administrators and assigns.

WHEREFORE, Kelley and the County have executed this agreement on the day and year first written above.

WITNESSES

Bernard D. Hewitt  
Print Name Bernard D. Hewitt  
Carol Schmidt  
Print Name CAROL SCHMIDT

AMY NELSON (KELLEY)  
By: Amy Nelson (Kelley)  
Date: 1/27/04

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 27 day of January, 2004, by AMY NELSON (KELLEY.) She is well known to me or produced \_\_\_\_\_ for identification and did/did not take an oath.

Linda Cameron  
Notary Public  
My commission expires:

