



**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: December 9, 2003

Subject: Offer of Settlement in Seminole County vs. Geraldine A. Taylor  
and Countrywide Home Loans, Inc.

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Geraldine Taylor has offered to pay the County \$5,000.00 in settlement of a code enforcement lien in the amount of \$26,700.00.

BACKGROUND

On January 9, 2001, the Code Enforcement Board (CEB) found Ms. Taylor guilty of violating Sections 30.202 and 30.203, Land Development Code, and Section 95.3, Seminole County Code, due to the presence of numerous junked vehicles and the operation of a business on her property located at 2140 Oak Drive, Longwood. The CEB imposed a fine and lien on the property in the amount of \$7,800.00 plus \$150.00 per day of ongoing noncompliance. The property was determined to be in compliance on June 11, 2001. A total fine/lien of \$26,700.00 had accrued. At the time that these violations occurred, Ms. Taylor was the owner of the property and was renting it to her son, Brian Taylor.

Pursuant this Board's directive of October 9, 2001, the County Attorney's Office filed a lawsuit to foreclose the lien. Ms. Taylor has agreed to a settlement of the litigation whereby she will pay the County \$5,000.00 in two installments of \$2,500.00. Ms. Taylor has already submitted the first of these payments. The second payment is due on or before March 8th, 2004. The property is currently in compliance with County codes.

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

**SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between GERALDINE A. TAYLOR, an individual whose address is 238 East Hornbeam Drive, Longwood, Florida 32779 (hereafter referred to as "Taylor") 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**, Taylor and the County are parties to that certain lawsuit styled "SEMINOLE COUNTY, a political subdivision of the State of Florida, Plaintiff, v. GERALDINE A. TAYLOR, HER HEIRS, SPOUSE, DEVISEES, ASSIGNEES, GRANTEES, 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, AND COUNTRYWIDE HOME LOANS INC., Defendants," case number 02-CA-2835-14-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 Taylor.

**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 TAYLOR.** Taylor agrees to pay to the County the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00). Said payment shall be rendered in two equal installments of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00). The first payment shall be rendered to the County concurrently with Taylor's execution of this Agreement. Taylor shall render the second payment to the Seminole County Attorney's Office on or before March 8, 2004.

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 Taylor regarding any and all liens, fines, claim and other encumbrances upon the property located at 2410 Oak Drive, Longwood, Florida (hereinafter referred to as "the Property.") The County shall timely provide Taylor with a written instrument reflecting the above-referenced release. Taylor 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 Taylor 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.

4. FAILURE TO RENDER FULL AND TIMELY PAYMENT. In the event that Taylor fails to render full and timely payment as set forth in Section (1) above, the County shall be deemed released from any and all obligations set forth in Sections (2) and (3) above. Additionally, the County shall be entitled to keep and maintain any sums previously paid by Taylor.

5. 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 Taylor and/or the Property.

6. 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, Taylor and the County have executed this agreement on the day and year first written above.

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WITNESSES

[Signature]  
Print Name JONATHAN TAYLOR

[Signature]  
Print Name Brian M. Taylor

GERALDINE A. TAYLOR

By: Geraldine A. Taylor

Date: November 9, 2003

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 10 day of November, 2003, by GERALDINE A. TAYLOR. She is well known to me or produced Drivers License for identification and did/did not take an oath.



Debra Cardamon  
Commission # DD125166  
Expires June 12, 2006  
Bonded thru [unclear]

[Signature]

Notary Public  
My commission expires:

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
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 \_\_\_\_\_, 2003.

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

635166

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CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

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

CASE NO. 00-110-CEB

Petitioner,

vs.

GERALDINE A. TAYLOR  
2410 OAK DRIVE  
LONGWOOD, FL 32779

Respondent.

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SEMINOLE CO., FL

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

The Respondent is in violation of Section 95.4 of the Seminole County Code, as defined in Section 95.3(l), Seminole County Code and Sections 30.202 and 30.203 of the Seminole County Land Development Code based on the following findings:

(a) The Respondent is the owner of record of the property (Tax Parcel ID #05-21-29-502-0A00-0100) located at 2410 Oak Drive, Longwood, Florida, located in Seminole County and legally described as follows:

LEG LOT 10 BLK A LAKE BRANTLEY ISLES 2ND ADD PB 11 PG 5

- (b) The Respondent is in possession/control of the property.
- (c) The property is assigned the R-1A zoning classification.
- (d) On July 22, 2000, a Seminole County Code Inspector inspected the property and found a business or an extension of a business operating on the property, which is not a permitted or conditional use on property assigned the R-1A zoning classification and a junked or abandoned vehicle not being kept within an enclosed garage or carport.
- (e) On September 5, 2000, Respondent was provided notice of the violations and given until September 19, 2000 to correct the violations.
- (f) On September 27, 2000, a Seminole County Code Inspector reinspected the property and found that the violations remained on the property.

The Respondent shall correct the violations by December 14, 2000. In order to correct the violations, the Respondent shall take the following remedial action:

- 1) CEASE RUNNING A BUSINESS OR EXTENSION OF A BUSINESS AS A PERMITTED OR CONDITIONAL USE ON PROPERTY ASSIGNED THE R-1A ZONING CLASSIFICATION.
  - 2) REMOVE JUNKED OR ABANDONED VEHICLES.
- A LIEN WILL BE PLACED ON THE PROPERTY ONE DAY AFTER COMPLIANCE IS DUE.

EXHIBIT "F"

To rec 12-29-00

3982 1826

SEMINOLE CO., FL

GERALDINE A TAYLOR  
CEB CASE NO 00-110-CEB

If the Code Inspector files an affidavit with the Code Enforcement Board stating that the Respondent has complied with this Order by the date set for compliance, then the Code Enforcement Board shall at a subsequent meeting issue an order confirming the compliance. The order shall be recorded in the official land records of Seminole County. A hearing is not required for the Code Enforcement Board to issue the order acknowledging compliance.

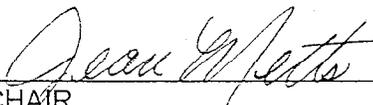
If the Code Inspector files an affidavit with the Code Enforcement Board stating that the Respondent did not comply with this Order by the date set for compliance, then the Code Enforcement Board shall at a subsequent meeting issue an order confirming the non-compliance and ordering the Respondent to pay a fine of \$150.00 per violation per day for each day the violation continues past the date set for compliance. Such order shall be recorded in the official land records of Seminole County 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. A hearing is not required for the Code Enforcement Board to issue the order imposing the fine/lien.

**The Respondent must contact the Code Inspector to arrange for an inspection of the property to verify compliance.** Any fine imposed shall continue to accrue until such time as the Code Inspector inspects the property and verifies compliance with this Order.

This Order shall be recorded in the public records of Seminole County, Florida.

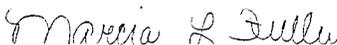
**DONE AND ORDERED** this 7th day of December, 2000, in Seminole County, Florida.

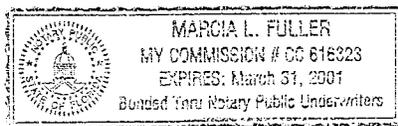
CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

  
\_\_\_\_\_  
CHAIR

STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

The foregoing instrument was acknowledged before me this 7th day of December, 2000, by Jean Metts, who is personally known to me.

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



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**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

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

**CASE NO. 00-110-CEB**

Petitioner,

vs.

**GERALDINE A TAYLOR,**

Respondent.

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SEMINOLE CO., FL.  
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**ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN**

The Respondent is the owner of record of the property (Tax Parcel ID #05-21-29-502-0A00-0100 located at 2410 Oak Dr, Longwood, Florida, located in Seminole County and legally described as follows:

LEG LOT 10 BLK A LAKE BRANTLEY ISLES 2<sup>ND</sup> ADD PB 11  
PG 5

This case came on for public hearing before the Code Enforcement Board of Seminole County on the 7<sup>TH</sup> day of December, 2000, 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 95.4, of the Seminole County Code, as defined in Sections 95.3(l) and Sections 30.202 and 30.203. of the Seminole County Land Development Code.

Said Order required Respondent to take certain corrective action by December 14, 2000.

Said Order stated that a fine of \$150.00 per day per violation 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 December 18, 2000, 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.

EXHIBIT "H"

Accordingly, it having been brought to the Board's attention that Respondent has not complied with the Order dated December 7, 2000, the Board orders that a fine of \$7,800.00 (total accrued fine up to January 9, 2001) is imposed against the property and a fine of \$150.00 per day per violation is ordered against the property for each day the violations continues past January 9, 2001.

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.

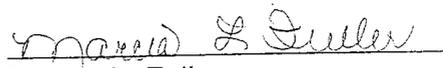
**DONE AND ORDERED** this 9<sup>th</sup> day of January, 2001, in Seminole County, Florida.

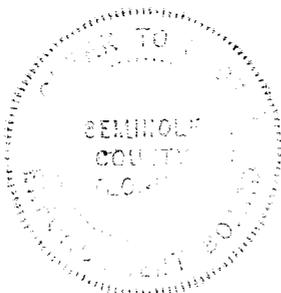
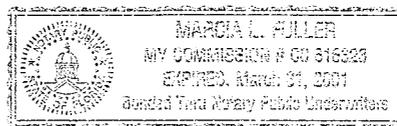
CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

  
\_\_\_\_\_  
CHAIR *Jean Metts*

STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January, 2001, by Jean Metts, who is personally known to me.

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



OFFICIAL RECORDS  
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