

CODE ENFORCEMENT SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into on June ___, 2025, by and between the City of LaBelle, whose address is 481 W Hickpochee Ave, LaBelle, FL 33935 (City), and LaBelle Rentals, Inc., whose address is 3289 State Road 29 South, LaBelle, FL, 33935 (Owner):

WHEREAS, the Owner is the owner of record of the Property located at 331 Belmont Street, LaBelle, which developed as a residential duplex in 1971; and

WHEREAS, a “duplex” defined by the City of LaBelle as “a residential building designed for or occupied by two (2) families, with the number of families in residence not exceeding the number of dwelling units” thereon; and,

WHEREAS, the duplex on the Property has two dwelling units, each of which has three bedrooms and one bathroom; and

WHEREAS, the City of LaBelle Code Section 2-4 limits the occupancy of a dwelling to use by a “family” which the City of LaBelle Code defines as “A number of persons not exceeding five (5) living together as a single housekeeping unit, though not related by blood, adoption or marriage, shall also be deemed to constitute a family”; and,

WHEREAS, whereas the Property is zoned R-1A and is located with the City’s Residential Neighborhood Urban zone which permits duplexes, pursuant to Section 4-63.3, and uses as its definitions those set forth in 2-4 of the Code pursuant to Section 4-63.2; and

WHEREAS, the City has issued a Notice of Violation (NOV) identified as Case No. V2500065 to Owner for the Property identified herein for uses exceeding the limits of occupancy for such dwelling units as set forth in the City of LaBelle Code applicable thereto; and

WHEREAS, the City issued the NOV for the Property to induce the Owner to bring the use of the duplex thereon into compliance with the adopted City of LaBelle Code provisions regulating the occupancy of duplex dwellings; and,

WHEREAS, the City and the Owner, with the advice of counsel, are desirous of settling all alleged violations of code against the Property by entering into this Agreement.

NOW THEREFORE, in consideration of the mutual conditions, the Parties agree as follows:

1. The foregoing recitals are incorporated as if fully set forth herein.
2. The City shall cancel the scheduled hearing on the NOV for the Property but shall retain jurisdiction over the alleged violations set forth in the NOV until the terms and conditions of this Agreement are satisfied as set forth herein. Upon completion of the inspection verifying compliance with the Agreement, the City shall dismiss the case.
3. Within 20 days of the execution of this Agreement as set forth above, Owner shall limit the occupancy of each dwelling unit of the duplex on the Property to no more than five persons which complies with the requirements of the City of LaBelle Code for a family by limiting the number of bed spaces within each individual dwelling unit of the duplex to five.
4. Compliance with this Agreement shall be determined by counting the number of bed spaces in each dwelling unit of the duplex. A single bed shall count as accommodating one person and beds larger than a single bed shall be counted as accommodating two persons.
5. Within 30 days of the execution of this Agreement, the Owner shall schedule an inspection to verify Owner's compliance with this Agreement with City whose email is zmungillo@citylabelle.com.
6. Upon verification of Owner's compliance with the Agreement by the City of LaBelle Code Enforcement staff, the City will dismiss the above-mentioned Code Enforcement Case within twenty days of the inspection for the Property identified herein.
7. A copy of this settlement agreement shall be filed in the case identified above together with the dismissal of the case.
8. In the event that Owner defaults on the Property identified herein, the City shall have the right to avail itself of each and every remedy existing at law or in equity, and each and every such remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City.

9. Time is of the essence of all obligations created by this Agreement.
10. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.
11. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by all parties.
12. This Agreement shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Hendry City, Florida.
13. This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to this subject matter that are not merged and superseded herein.
14. All notices, demands or other communications given under this Agreement shall be in writing and shall be hand delivered, mailed by Certified U.S. Mail return receipt requested, or sent by overnight delivery through a recognized national delivery service to the parties at the following addresses:

To: Owner:
LaBelle Rentals, Inc.
c/o Jaime Rodriquez
3289 State Road 29 South
LaBelle, FL, 33935
Phone: (863) 215-4194
Email: rpena@rodcitrus.com

With a copy to:
Katherine R. English, Esq.
1833 Hendry Street
Fort Myers FL 33901
Phone: (239) 336-6249
Email: kre@paveselaw.com

To City:
City of LaBelle
481 W. Hickpochee.
LaBelle, FL 33935
Phone: (863) 675-2872
Email: tiawarner@citylabelle.com

With a copy to:
City of LaBelle Attorney
Derek Rooney, Esq.
1404 Dean Street, Suite 300
Fort Myers, FL 33901
Phone: (239) 340-7979
E-mail derek.rooney@gray-robinson.com

Either party may, by written notice to the other sent in accordance herewith, change an address for notice.

IN WITNESS WHEREOF, the parties by their duly authorized officials have caused this Agreement to be executed effective the date first stated above.

CITY OF LABELLE

LABELLE RENTALS, INC.

Jaime Rodriguez, as President