

FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT is made and entered into this ____ day of April, 2025 by and between the **CITY OF WAUCHULA** (the “City”), and Santa Anita Mares (the “Owner”) (the Owner with the City, the “Parties”).

W I T N E S S E T H:

WHEREAS, the Owner owns the real property in Wauchula, Hardee County, Florida legally described as:

E ½ of SW ¼ of Block H of Packer’s Addition to the City of Wauchula, Hardee County, Florida, as Per Plat Book 1, Page 93, Public Records of Hardee County, Florida. Parcel #04-34-25-0350-0000H-0005

and more commonly known as 212 Louisiana Street, Wauchula, FL 33873 (the “Property”);

WHEREAS, the City completed code enforcement proceedings against the Owner of the Property, providing appropriate notice and opportunity to be heard to Owner concerning a Chapter 5, Article IV, Unsafe/Dilapidated Building and Chapter 5, Article IV, Minimum Exterior Property Maintenance (“the Structure”) on the Property, and the City obtained Liens on the Property.

WHEREAS, the City holds liens against the Property as a result of the code enforcement proceedings by virtue of (1) a Claim of Lien in favor of the City imposed by statutory order recorded October 22, 2014, in Official Record 2014-25006106, and a certified copy recorded October 22, 2014, in Official Record 2014-25006109 (the “2014 Lien”); and (2) a Claim of Lien in favor of the City imposed by statutory order recorded April 6, 2020, in Official Record 2020-25001927, and a certified copy recorded April 6, 2020, in Official Record 2020-25001930 (the “2020 Lien”);

WHEREAS, due to non-payment of the Liens, the City has the right to foreclose the Liens by instituting a foreclosure case in the Circuit Court of the Tenth Judicial Circuit, in and for Hardee County, Florida (the “Litigation”);

WHEREAS, the Owner has informed that City, that based on the receipt of a grant from Rebuild Florida - Hurricane Ian Housing Repair and Replacement, the Owner intends to demolish the Structure on the Property;

WHEREAS, the Parties to this Agreement desire to settle the Liens, and other outstanding amounts due as a result of the code enforcement proceedings amicably according to the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **SETTLEMENT OF THE SUMS.** The Parties agree that the following sums remain due and owing to the City under the Liens:

A. Principal due\$12,600.00

C. Administrative Cost\$699.81

TOTAL (as of 03/25/25).....\$13,299.81

The Parties understand and agree that additional interest, attorneys’ fees, costs, and other charges will continue to accrue on the Liens unless and until the Owner timely complies with all the obligations set forth herein. The Parties further agree that if the Owner (1) demolishes the Structure on the Property to the satisfaction of the City **on or before JUNE 1, 2025**, and (2) pays the Administrative Cost of **\$699.81 on or before JUNE 1, 2025**, the City shall (a) waive **the principal** due on the Liens of **\$12,600.00**, and any interest, attorney’s fees, and costs the City has incurred, except for the Administrative Costs, which Owner must pay on or before June 1, 2025

as set forth above, and (b) the City shall execute and provide Owner a satisfaction of the lien for the 2014 Lien and a satisfaction of lien for the 2020 Lien within fourteen (14) days of the City determining demolition of the Structure occurred to the City's satisfaction, such satisfactions of lien to be recorded by the Owner.

2. **THE CITY'S RIGHTS IN THE EVENT OF PAYMENT DEFAULT OR OTHER BREACH.** If Owner fails to demolish the Structure on the Property to the City's satisfaction **on or before June 1, 2025** as set forth in Section 1 above, or otherwise fail to perform any other obligation under this Agreement, time being expressly made of the essence, then the City shall be entitled to file the Litigation and shall be entitled to a judgment of lien foreclosure in the amounts set forth in Section 1 above. The City also shall be entitled to recover its reasonable costs and attorneys' fees, at both the trial and appellate levels, in any action to enforce this Agreement, to obtain a foreclosure judgment, foreclosure sale or to otherwise to enforce its Liens.

3. **RESERVATION OF THE CITY'S RIGHTS.** The City does not by this Agreement waive any rights or remedies which it may have against the Property, including its rights under the Liens and code enforcement laws, including but not limited to demolishing the Structure on the Property should the Owner fail to do so on or before June 1, 2025, unless and until the Owner fully complies with all of obligations under this Agreement. The City's rights under the code enforcement laws and this Agreement are cumulative. Nothing herein shall be construed as a waiver by the City of its rights to pursue any future code enforcement violation for any other unlawful condition that may exist on the Property. Further, nothing herein shall be construed as a wavier by any other agency of the municipality or county of their rights to pursue any other violation, present or future, for any other unlawful condition that may exist on the Property. This

Agreement resolves solely the Liens that would be the subject matter of the Litigation and nothing else.

4. **RELEASE BY OWNER.** Except for the rights under this Agreement, the Owner fully, wholly, absolutely and unconditionally releases, waives, relinquishes and gives up forever, all claims, demands, setoffs, defenses, counterclaims and causes of action of any kind against the City.

5. **WAIVER OF JURY TRIAL.** The Owner waives trial by jury in any proceeding which refers or relates to the Liens, including this Agreement.

6. **AGREEMENT TO BE INTERPRETED BY LAWS OF FLORIDA.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida.

7. **EFFECTIVE DATE.** This Agreement shall become binding and shall be effective by the execution hereof by the Owner on or before April 15, 2025 at 5:00 p.m. The City shall then have until 5:00 p.m. on April 22, 2025 to execute and mail a conformed copy of this Agreement to the Owner.

8. **AGREEMENT TO EXECUTE AND DELIVER DOCUMENTS AND COOPERATE.** The Parties agree that they respectively shall, upon being requested by the other party to do so, execute and deliver promptly any and all such deeds, assignments, authorizations, instruments, papers or documents of any and every kind and character as may be reasonably required, necessary or proper for the purpose of giving full force and effect to this Agreement and to the covenants, conditions, and agreements contained herein. Furthermore, the Parties agree to cooperate and to do all things necessary to accomplish the intention of this Agreement.

9. **INCORPORATION BY REFERENCE, RECITALS.** All documents referred to in this Agreement are made a part hereof and incorporated herein by reference.

10. **COPIES.** Any true executed copy of this Agreement shall be deemed to constitute an original of the same.

11. **CONSTRUCTION OF AGREEMENT AND INTERPRETATION OF AMBIGUITIES OR DOUBTFUL LANGUAGE.** No provision in this Agreement shall be interpreted for or against either party because that party's attorney drafted such provision.

12. **ENTIRE AGREEMENT.** This Agreement represents the full, complete and entire agreement between the Parties concerning the Liens. This Agreement may only be modified in writing, signed by all Parties. Notwithstanding the foregoing, the Liens shall remain in full force and effect until fully satisfied according to the terms and conditions of the Liens, as modified by this Agreement.

IN WITNESS WHEREOF, this Forbearance Agreement has been agreed to and executed by the undersigned this ____ day of April, 2025.

THE CITY OF WAUCHULA

Richard Keith Nadaskay, Jr., Mayor

STATE OF FLORIDA
COUNTY OF HARDEE

I HEREBY CERTIFY that, before me, an officer duly authorized in the state and county aforesaid, to take acknowledgments, personally appeared **Richard Keith Nadaskay, Jr., Mayor** of **THE CITY OF WAUCHULA**, who, after being duly sworn, deposes and says that he/she has personal knowledge of the facts recited in this affidavit and that the facts recited in this affidavit are true and correct.

WITNESS my hand and official seal in the County and State aforesaid this ____ day of April, 2025.

(NAME: Printed, Typed or Stamped)
Notary Public, State of Florida
My Commission Expires: _____

THE OWNER

Santa Anita Mares

STATE OF FLORIDA
COUNTY OF HARDEE

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments and oaths, personally appeared **SANTA ANITA MARES**, known to me / known to be the person described in and who executed the foregoing Stipulation and Settlement Agreement, and he acknowledged before me that he executed the same freely and voluntarily for the purposes set forth therein.

WITNESS my hand and official seal in the County and State last aforesaid, this ____ day of April, 2025.

(NAME: Printed, Typed or Stamped)
Notary Public, State of Florida
My commission expires: _____