

**MUNICIPAL CODE ENFORCEMENT BOARD
CITY OF CLEARWATER, PINELLAS COUNTY, FLORIDA**

CITY OF CLEARWATER,

Petitioner,

Case Nos.: 127-18, 128-18

v.

Violation address:
400 N. Garden Ave.,
Clearwater, FL

DAVID J. GANGELHOFF,

Respondent.

CITY OF CLEARWATER,

Petitioner,

Case Nos.: 129-18, 130-18, 131-18, 132-18, 133-18

v.

Violation address:
314 N. Garden Ave
and 405 N. Ft.
Harrison Ave.,
Clearwater, FL

TSETSE LLC,

Respondent.

STIPULATION AGREEMENT

WHEREAS, the City of Clearwater (City) filed Case Nos. 127-18 and 128-18 before its Municipal Code Enforcement Board (MCEB) for multiple violations of the City of Clearwater Code (Code), including for unsafe structures, at the property located at 400 N. Garden Ave., Clearwater, FL (the Gangelhoff Property); and

WHEREAS, the City filed Case Nos. 129-18, 130-18, 131-18, 132-18, and 133-18 before the MCEB for multiple violations of the Code, including for unsafe structures, at the properties located at 314 N. Garden Ave and 405 N. Ft. Harrison Ave., Clearwater, FL (the Tsetse Properties, and, collectively with the Gangelhoff Property, the Premises); and

WHEREAS, the Gangelhoff Property is owned by Lori Nelson (Nelson) and the Tsetse Properties are owned by Tsetse, LLC (Tsetse), and Nelson and Tsetse collectively intend to sell the Premises to Success Business, LLC (Purchaser); and

WHEREAS, the MCEB has found both Nelson and Tsetse in violation of the Code, as detailed in MCEB's Orders (collectively, Order), which is attached hereto and incorporated herein, and ordered a correction of the violation by a date certain; and

WHEREAS, as of the drafting of this agreement, the City has determined that the Premises remains in violation of certain Code sections and is accruing daily fines, as detailed in the MCEB's Order; and

WHEREAS, Purchaser is under no obligation to bring the Premises into compliance, but pursuant to MCEB Rules and Procedure, may have standing to request a reduction in fines imposed against the Premises; and

WHEREAS, it is the intention of the City, Nelson, Tsetse, and Purchaser

(Parties) to reach a stipulated agreement to effectuate the sale of the Premises, and thereafter to give guidance to Purchaser to achieve compliance with the Code; and

NOW THEREFORE, the Parties agree as follows:

1. This attachments and information contained in the recitals above are incorporated into this Stipulation and Agreement by reference.

2. This Stipulation and Agreement is entered into freely and voluntarily and this Agreement entered between the Parties shall not preclude the City of Clearwater or the MCEB from revisiting this matter and taking further action in the future should violations occurring at the Premises fail to be brought into compliance.

3. Nelson, Tsetse, and Purchaser have requested that the MCEB provide some certainty through this Stipulation Agreement regarding the City's liens filed at Pinellas County Public Records Book 20424, Page 755, Book 20424, Page 752, Book 20466, Page 704, Book 20466, Page 707, and the unrecorded lien in MCEB Case No. 128-18 (collectively, Lien); and the unsafe building orders filed at Pinellas county Public Records Book 20424, Page 746, and Book 20424, Page 743 (collectively, Unsafe Orders), attached.

4. As the intent of this Stipulation and Agreement is to provide certainty to Nelson, Tsetse, and Purchaser as to the Lien and as to Nelson's, Tsetse's, and Purchaser's obligations and duties under the Code, this Stipulation and Agreement will be null and void unless: 1) Purchaser obtains title to the Tsetse Property in Purchaser's name, or an entity wholly owned by Purchaser, on or before April 30, 2019; 2) Purchaser obtains title to the Gangelhoff Property in Purchaser's name, or an entity wholly owned by Purchaser, on or before June 15, 2019; and 3) Nelson, Tsetse, and Purchaser comply with all of their respective terms and conditions of this Stipulation and Agreement (Contingencies).

5. Prior to or after Purchaser obtains title to the Premises, Tsetse, or Purchaser will act to demolish the unsafe buildings on the Tsetse Properties by October 31, 2019. Furthermore, and prior to or after Purchaser obtains title to the Premises, Tsetse or the Purchaser will act to bring the Premises into full compliance with the Code to the satisfaction of the Code Enforcement Inspector by January 31, 2020, including demolishing the unsafe building on the Gangelhoff Property. As such, the Parties agree that full compliance with the Code includes, but is not limited to, removing all unsafe conditions and structures that exist on the Property to the satisfaction of the Clearwater Building Official.

6. Tsetse and the Purchaser expressly warrant and represent that it is their sole responsibility to contact the City's Code Compliance Division once the Premises has been brought into compliance and schedule an inspection with the Code Enforcement Inspector to ensure that compliance has been met.

7. Nelson, Tsetse, and the Purchaser acknowledge that as of the date of this Stipulation and Agreement, a daily fine is currently accruing pursuant to the Lien; that such fine will continue to accrue until the Premises is brought into compliance per Paragraph; and that repeat violation liens have attached to the Tsetse Property. Nelson, Tsetse, and the Purchaser also acknowledge that the Lien attaches to the Premises and therefore may be foreclosed through the filing of a foreclosure complaint in a Court of competent jurisdiction.

8. If Tsetse or Purchaser fail to demolish the unsafe buildings on the Tsetse Properties by October 31, 2019 or fail to bring the Premises into complete compliance, including demolishing the unsafe building on the Gangelhoff Property, by January 31, 2020, this stipulation shall be null and void, and the City may avail itself of all rights under federal, state, and local law to recover the amount of the fine

by January 31, 2020, this stipulation shall be null and void, and the City may avail itself of all rights under federal, state, and local law to recover the amount of the fine accrued, investigative costs, and attorney's time expended in the prosecution and attempt at resolution in this matter. This includes the right to foreclose the Lien which attaches to the Premises through the filing of a foreclosure complaint in a Court of competent jurisdiction.

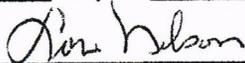
9. If the unsafe buildings on the Tsetse Properties are demolished by October 31, 2019 and the Premises are brought into full compliance, including demolishing the unsafe building on the Gangelhoff Property, by January 31, 2020 then the MCEB will reduce the accrued fine down to \$25,000.00 and will also discharge the Liens and Unsafe Orders. The effective date of the Lien reduction and discharge of the Unsafe Orders shall be the date that a Code Enforcement officer files an Affidavit of Compliance. Tsetse or Purchaser shall then have 30 days to pay the reduction Lien or else the Lien reduction and the discharge of the Liens and Unsafe Orders shall be reversed, and this stipulation shall be null and void.

10. In the event that the Contingencies listed in Paragraph 4 are met and that the Purchaser has made substantial progress towards complete Code compliance as listed in Paragraph 5 but has not fully completed all Code requirements as contemplated in that Paragraph by January 31, 2020, the City, at its sole option and discretion, may agree to extend the time period for compliance. Any such extension must be in writing and signed by all parties.

11. The Parties agree that this Stipulation and Agreement is contingent upon the approval of the Clearwater MCEB at its monthly meeting and that the lien reduction and discharge of the Unsafe Orders shall only become effective once an Affidavit of Compliance is filed.

IN WITNESS WHEREOF, all Parties hereto have the capacity and ability to bind themselves and have caused this Stipulation and Agreement to be executed on this

25 day of March, 2019,



LORI NELSON

Address: 2266 Lancaster Drive; Clearwater, FL 33764
Phone No.: 727-793-4791
Email: gulfmarineclearwater@msn.com

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 25 day of March 2019 by LORI NELSON who [] is personally known to me or [X] has produced FLA Driver's License as identification.



JEFFREY C LORENZ
Commission # GG 233044
Expires October 24, 2022
Bonded Thru Budget Notary Services

Notary Public



[Handwritten Signature]

TSETSE LLC
By: PETRIT MEROLI, its PRESIDENT

Address: 610 MAUDSLAY AVE
Phone No.: 727-259-8117
Email:

PETER_MEROLI@YAHOO.COM

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 25 day of March, 2019 by Petrut Meroli, who [] is personally known to me or [] has produced as identification.



Alicia A. Mangas
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG058428
Expires 1/21/2021

Alicia A. Mangas

Notary Public

SUCCESS BUSINESS, LLC

By: _____, its _____

Address: _____
Phone No.: _____
Email: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____, who [] is personally known to me or [] has produced as identification.

Notary Public

Countersigned:

Municipal Code Enforcement Board

Wayne Carothers
Chair

Approved as to form:

Attest:

Michael P. Fuino, Esq.
Assistant City Attorney

Rosemarie Call
City Clerk

Notary Public

TSETSE LLC

By: _____, its

Address: _____

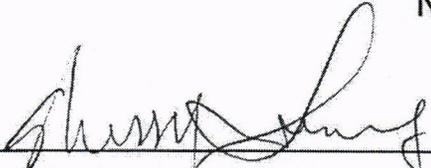
Phone No.: _____

Email: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this
____ day of _____, 2019 by _____, who
[] is personally known to me or [] has produced
_____ as identification.

Notary Public



SUCCESS BUSINESS, LLC

By: SHERRY LUNG, its

manager

Address: 628 Cleveland St #1406

Phone No.: 626-290-6889

Email: sherrylung@gmail.com

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this
26 day of March, 2019 by Sherry Lung manager of Success Business, LLC, who
[] is personally known to me or [X] has produced

Florida Drivers License as identification.



GEIZA A. GRUBE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG033633
Expires 10/17/2020



Notary Public

Countersigned:

Municipal Code Enforcement Board

Wayne Carothers
Chair

Approved as to form:



Michael P. Fuino, Esq.
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk