

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

CITY OF CLEARWATER,

Petitioner,

Case No.: 18-14

v.

Violation address:
2616 Fallsrock Dr.,
Clearwater, FL

JAQUELINE D. KEATING
and RALPH J. DOUDERA,

Respondent.

/

STIPULATION AGREEMENT

WHEREAS, the City of Clearwater (City) filed Case No. 18-14 before its Municipal Code Enforcement Board (MCEB) for violation of the City of Clearwater Code (Code) Section 3-1502.B at the property located at 2616 Fallsrock Dr., Clearwater, FL (Premises); and

WHEREAS, the Premises is owned by JAQUELINE D. KEATING and RALPH J. DOUDERA (collectively, Owner) who intends to sell the Premises to PINELLAS EQUITIES LLC (Purchaser); and

WHEREAS, on July 23, 2014, the MCEB found Owner in violation of the Code, as detailed in MCEB's Order (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, Owner, 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. Owner and Purchaser have requested that the MCEB provide some certainty through this Stipulation and Agreement regarding the City's lien filed at Pinellas County Public Records Book 18731, Page 595 (Lien), attached, which is

currently accruing daily fines per the Order.

4. As the intent of this Stipulation and Agreement is to provide certainty to Owner and Purchaser as to the Lien and as to Owner'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 Premises in Purchaser's name, or an entity wholly owned by Purchaser, on or before April 30, 2019; and 2) Owner and Purchaser comply with all terms and conditions of this Stipulation and Agreement (Contingencies).

5. Prior to or after Purchaser obtains title, Owner or Purchaser will act to bring the Premises into full compliance with the Code to the satisfaction of the Code Enforcement Inspector by June 30, 2019. This action includes, but is not limited to:

- Cleaning off the roof debris
- Cutting down the bush in the sit visibility triangle to 30 inches
- Replacing the garage door

6. Owner and 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. Owner and Purchaser acknowledge that as of the date of this Stipulation and Agreement, a fine of \$100.00 per day is currently accruing pursuant to the Lien, and such fine will continue to accrue until the Premises is brought into compliance per Paragraph 5. Owner and 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 Owner or Purchaser fail to bring the Premises into compliance by June 30, 2019 then 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 Premises is brought into compliance by June 30, 2019 then the MCEB will reduce the accrued fine down to \$5,000.00. The effective date of the Lien reduction shall be the date that a Code Enforcement officer files an Affidavit of Compliance. Owner or Purchaser shall then have 30 days to pay the reduction Lien or else the Lien reduction 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 June 30, 2019, 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 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 20th day of March, 2019,

Jacqueline D. Keating

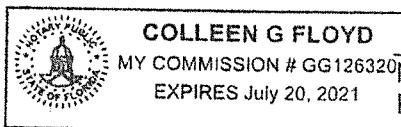
JACQUELINE D. KEATING (Owner)

Address: 2751 REGENCY OAKS BLVD. CLEARWATER, FL 33759
Phone No.: (727) 641-3442 CLEARWATER
Email: jacq.fl@gmail.com

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 20th day of March, 2019 by
JAQUELINE D. KEATING, who [] is personally known to me or [] has produced Driver License,
as identification.

[Notary Seal]



Colleen G. Floyd
Notary Public
Printed Name: Colleen G. Floyd

RALPH J. DOUDERA (Owner)

Address: _____
Phone No.: _____
Email: _____

STATE OF _____
COUNTY OF _____

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

[Notary Seal]

Notary Public
Printed Name: _____

PINELLAS EQUITIES LLC (Purchaser)

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.

JAQUELINE D. KEATING (Owner)
Address: _____
Phone No.: _____
Email: _____

STATE OF _____
COUNTY OF _____

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

[Notary Seal]

Notary Public
Printed Name: _____

Ralph J. Doudera
RALPH J. DOUDERA (Owner)
Address: 2940 N. LYNNHAVEN RD, VA. BEACH, VA 23452
Phone No.: 757-434-7600
Email: RALPH@INVESTSPECTRUM.COM

City STATE OF Virginia
COUNTY OF Virginia Beach

The foregoing instrument was acknowledged before me this 20th day of March, 2019 by RALPH J.
DOUDERA, who [] is personally known to me or [] has produced _____ as
identification.

[Notary Seal]

Mary K. Collins
Notary Public
Printed Name: MARY K. COLLINS

PINELLAS EQUITIES LLC (Purchaser)
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.

JAQUELINE D. KEATING (Owner)

Address: _____
Phone No.: _____
Email: _____

STATE OF _____
COUNTY OF _____

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

[Notary Seal]

Notary Public
Printed Name: _____

RALPH J. DOUDERA (Owner)

Address: _____
Phone No.: _____
Email: _____

STATE OF _____
COUNTY OF _____

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

[Notary Seal]

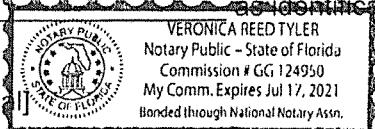
Notary Public
Printed Name: _____

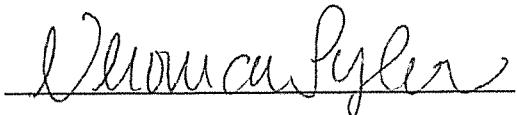

PINELLAS EQUITIES LLC (Purchaser)

By: Mike Valerio, its General Manager
Address: 1880 1st Ave N, Saint Petersburg, FL 33713
Phone No.: 727 317 5848
Email: MIKE.VALERIO@NEWNESTVN.COM

STATE OF Florida
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 19 day of March, 2019 by Mike Valerio, who [X] is personally known to me or [] has produced _____ as identification.





Notary Public
Printed Name: Veronica Tyler

Countersigned:

Municipal Code Enforcement Board

Wayne Carothers
Chair

Approved as to form:

Michael P. Fuino, Esq.
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk