

4/24/18

April 24, 2018 - Regular Meeting  
Agenda Item #19

Subject

Reduction of Code Enforcement Fines for Edwin and Shirley Willis, Code Enforcement Case Number CE2016010245

Briefings

None

Contact and/or Presenter Information

Jeff Bowman, Division Chief, Ext 6854

Action Requested

Motion to waive all fines, Fines \$0

Motion to reduce the fines for this case to \$1,500.00 plus \$20.00 in recording fees, as previously recommended by the Special Magistrate on March 28, 2018, subject to the following conditions:

1. The reduced fines shall be paid within 90 days or will revert back to the original fine amount of \$36,020.00 for CE2016010245.
2. Recording fees shall be paid, which total \$20.00.
3. Building and Development Services Department Director is authorized to sign satisfactions of liens if the reduced fines are paid.

Emailed code enforcement 4/26/18

Enabling/Regulating Authority

Section 162.09, Florida Statutes

Background Discussion

The property owners were cited for a damaged roof, soffit, and fascia on the house. The owner is elderly (83) and found a buyer who was willing to abate the violations for him, but had issues (roofing contractors and a fire in the attic) along the way. A building permit was eventually obtained and repairs completed. The property owner is seeking a reduction in the lien amount so he can close on the property.

Violation: Section 2-9-106(c)(2), Manatee County Code of Ordinances.

History:

1. Notice of Violation was issued January 27, 2016.
2. The Special Magistrate Hearing was held on July 27, 2016. The property owner was ordered to comply by September 23, 2016, or a minimum fine of \$100.00 plus \$75.00 per day for each day the violation continued past the compliance order date would start.
3. Complied January 17, 2018.
4. Fines for this case total \$36,020.00 which includes \$20.00 in recording fees.
5. Special Magistrate Mitigation Hearing was held on March 28, 2018. The Magistrate determined that justification exists to reduce the total fine amount and to forward the request to the Board of County Commissioners with a recommendation to reduce the fine amount which totals \$36,020.00 to \$1,500.00 plus \$20.00 recording fees for a total of \$1,520.00 to settle the case. Staff recommends

approval.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [BOCC Attachments, Willis Edwin & Shirley, CE2016010245 March 28, 2018.pdf](#)

# Application For Relief - Code Enforcement Liens

## Manatee County Code Enforcement Division

1112 Manatee Avenue West  
Bradenton, FL 34205  
Tel: (941) 748-2071 Fax: (941) 749-3094

**Notice: This application is available as a WORD document for your convenience.**

Manatee County accepts applications for Code Enforcement Lien relief from owners of properties that have corrected ALL of the violations on the subject property. Please complete the form in its entirety. Incomplete applications will not be accepted.

Case # CE2016010245 Manatee County - vs - (Respondent) Edwin G. Willis

### Property Information

Parcel Identification Number: 653040008		
Lot: 47	Block:	Subdivision: Roberts Park
Address: 612 67 <sup>th</sup> Ave Dr. W.		
City: Bradenton		Zip Code: 34207

### Property Owner Information

Current property owner: Edwin Willis		
Address: 4805 30 <sup>th</sup> Ave E		
City: Bradenton	State: FL	Zip: 34208
Phone #: (941) 747-0009	Email address: taterpatc@aol.com	
Representative/Agent: Natasha Bratt		
Address: 2440 Arden Drive		
City: Sarasota	State: FL	Zip: 34232
Phone #: 941-448-4605	Email address: nbratt08@gmail.com	

### Lien Information

Amount of lien: 36,020.00	Amount of offer: \$1,500.00 + \$20 Recording NB
Date lien was recorded: 10/10/2016	Number of days the property was in Violation: 480
Date of Compliance: 1/17/2018	How much money was spent to abate the Violation:

**The following documentation (when applicable) SHALL be submitted with the application:**

(Reference any supporting documentation as Exhibit 1, Exhibit 2, and so forth.)

1. Notice of Lis Pendens recorded with Manatee County Clerk of Courts with the date, book and page shown; N/A
2. Foreclosure Order, with the recording date, book and page shown; N/A
3. Final Summary Judgment of Foreclosure, with the recording date, book and page shown; N/A

4. New Certificate of Title, with the recording date, book and page shown;
5. County's Final Order of Imposition of Fine; and ATTACHED
6. Claim of Lien(s) with the recording date, book and page shown. ATTACHED

**FACTORS RELEVANT TO APPLICATIONS FOR RELIEF:**

1. The nature and gravity of the violation(s); Vacant house with rotted wood fascia and then fire in attic
2. Any actions you have taken to correct the violation(s); New trusses and new roof decking roof and fascia
3. The length of time between the previously ordered compliance date and the date the violation(s) was brought into compliance; 10/2016- 01/2018
4. Any actual costs you expended to cure the violation(s), if supported by documentation; See Exhibit 1
5. Any other prior or current violations you committed on the subject property or upon any other property you own within the County; and
6. Equitable considerations.

- i. Whether there was any extraordinary hardship which existed or currently exists;

I am an 83 year old man and over the past few years my health has deteriorated. Also, when I first received notice of the fines, I was trying to communicate via e-mail with Ben but I had the wrong e-mail address because I forgot to add the period in the address. Also, it was difficult to get a roofer to get me a quote for a new roof, until I got in touch with someone who was willing to buy the house. Shortly after a contract for sale was signed there was a fire in the attic of the house and we had to renegotiate and the new price was less than original. Since all of the trusses needed to be replaced, the buyer said they would put the new roof on in order to stop the fines and release the lien so we could sell to them.

- ii. Whether the applicant was the property owner when the fine or lien was imposed;

Applicant was the owner at time lien was imposed

- iii. Whether the property is homestead or non-homestead property;

Non-homestead

- iv. Whether the County lien is interfering with the sale or restoration of the property or will prevent the property from being conveyed to a new owner. This lien is interfering with the sale of this property. See Exhibit 2

**Please provide written justification as to why relief should be granted:** (When you complete this section, at a minimum, address the above factors and reference any supporting documentation as Exhibit 1, Exhibit 2, and so forth.)

**PROPERTY LITIGATION:** (If applicable give detail here if this property is involved in litigation.)

**I certify that I am:** (Include documentation of the below)


- X  the owner of the subject property;  
 an Attorney representing the owner,  
 the legal representative for the property, or  
 otherwise authorized to act on behalf of the property owner in this matter.

*Note: County code section 2-36-8(f) allows the Board of County Commissioners to execute a satisfaction or release of lien. The application process requires two (2) public meetings. Once the application and documentation is found to be complete it will be scheduled and presented before a Special Magistrate. The findings of the Special Magistrate along with the application will be forwarded to the Board of County Commissioners for final approval or denial. All payments will need to be mailed to Manatee County, Attention Code Enforcement, P.O. Box 1000, Bradenton, FL 34206-1000 and payable to: Manatee County, and include the Case Number. Once payment is received a Satisfaction of Lien will be prepared and recorded.*

**Revised 3/20/15**

# Application For Relief - Code Enforcement Liens

  
Signature of Owner/Authorized Representative

  
Date

  
Print Name

MANATEE COUNTY, FLORIDA  
CODE ENFORCEMENT SPECIAL MAGISTRATE

MANATEE COUNTY, FLORIDA

CASE NO. CE2016010245

Petitioner,

vs.

EDWIN G WILLIS AND SHIRLEY J WILLIS

Respondent

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE came up for hearing before the Code Enforcement Special Magistrate of Manatee County, Florida, on July 27, 2016, after due notice to Respondent, at which time the Special Magistrate heard testimony under oath, received evidence, heard argument, and issued a Compliance Order containing Findings of Fact, Conclusions of Law and Order, which was reduced to writing and furnished to Respondent.

Said Order required Respondent to take certain corrective action by a specified date, as more specifically set forth in the Compliance Order dated July 27, 2016

An Affidavit of Non-Compliance, dated September 27, 2016, has been filed with the Clerk of the Circuit Court by the Code Enforcement Officer, which Affidavit certifies under oath that the required corrective action was not taken as ordered by the Special Magistrate.

Accordingly, it having been brought to the Special Magistrate's attention that Respondent has not complied with the Compliance Order dated July 27, 2016, by the date specified in said Order, it is hereby

ORDERED that Respondent pay to Manatee County, Florida, a fine of \$75 for each and every day the violation of Section 2-9-106(c)(2) Property Maintenance Standards - Vacant, Unoccupied or Abandoned Structures - Roofs of the Manatee County Code of Ordinances exists and continues to exist past the date set for compliance (September 23, 2016) by the Special Magistrate's Compliance Order, at 812 67TH AVE DR W, BRADENTON, FL, and described as follows: PARCEL IDENTIFICATION NUMBER 8530400008. This fine shall continue to accrue until Respondent comes into compliance with said Compliance Order.

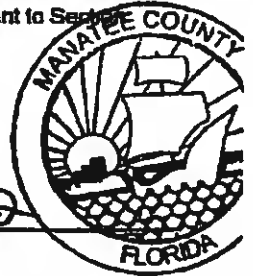
A certified copy of this Order has been recorded in the public records of Manatee County, Florida, and shall thereafter constitute a lien against the above-described property and upon any other real or personal property owned by Respondent pursuant to Section 162 09, Florida Statutes, and Section 2-9-8 of the Manatee County Code of Ordinances.

DONE AND ORDERED this 10th day of October, 2016

ATTEST: Angelina Colonnese, Clerk of the Circuit Court  
Manatee County, Florida

By: [Signature]  
Deputy Clerk

[Signature]  
Code Enforcement Special Magistrate



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order Imposing Administrative Fine/Lien has been furnished to Respondent, EDWIN G WILLIS AND SHIRLEY J WILLIS at 4805 30TH AVE E, BRADENTON, FL 34208-7039 by hand or U.S. mail and to the Manatee County Code Enforcement Division, this 10th day of October, 2016.

Angelina Colonnese, Clerk of the Circuit Court  
Manatee County, Florida

By: [Signature]  
Deputy Clerk

Attention: It is your responsibility to notify Code Enforcement at 941-748-2071 to verify that the violation has been brought into compliance and that any fines/liens have been satisfied.

"EXHIBIT 1"  
**BUILDING PERMIT INFORMATION**

**Record CMP-17110812:**

**Residential**

**Record Status: Permit Issued**

**Work Location**

612 67TH AVENUE DR W, BRADENTON, FL 34207

**Record Details**

**Licensed Professional:**

WALTER Z WEILER ylerconstruction@aol.com

WEILER CONSTRUCTION, INC

719 CATTLEMEN RD

SARASOTA, FL, 34232

Home Phone:(941)504-8906

Building Contractor CBC1253687

**[View Additional Licensed Professionals>>](#)**

**Owner:**

WILLIS, EDWIN G

4805 30TH AVE E

BRADENTON FL 34208

United States

**Applicant:**

**"EXHIBIT A"**  
**BUILDING PERMIT INFORMATION**

WALTER Z WEILER  
WEILER CONSTRUCTION, INC

Work Phone:(941)504-8906

Mailing  
719 CATTLEMEN RD  
SARASOTA , FL, 34232  
United States

**Project Description:**

NEW RESIDENTIAL  
NCRQD:NEW S/F 3/2/1-STRY/CB/METAL/EXIST HOME WALLS/SLAB TO REMAIN  
CE2017081031 (UNSAFE DEMO) LOT 47 ROBERTS PARK SUB

▼ **More Details**

📄 **Additional Information**

**Job Value(\$):**

**\$97,500.00**

**Construction Type:**

101-Single Family Houses Detached

📄 **Application Information**

**GENERAL**

**Building Type:**

Single Family

**Applicant Job Value:**

97500

**Type of Construction:**

VB

**US C-404 Type:**

101 - Single Family Houses Detached



**"EXHIBIT A"**  
**BUILDING PERMIT INFORMATION**

**Alteration/Addition:**

New

**Total Square Footage (Under Roof):**

2177

**Square Footage (Conditioned):**

1831

**Number of Stories:**

1

**Number of Units:**

1

**Number of Bedrooms:**

3

**Number of Bathrooms:**

2

**Design Occupant Load:**

11

**Location Notes:**

NA

**Is Driveway New?:**

Yes

**Green Building Certification?:**

No

**Rear Setback:**

20

**Front Setback:**

20

**Left Side Setback:**

**"EXHIBIT A"**  
**BUILDING PERMIT INFORMATION**

8

**Right Side Setback:**

8

**Trades Affected: Mechanical:**

Yes

**Trades Affected: Electrical:**

Yes

**Trades Affected: Gas:**

No

**Trades Affected: Plumbing:**

Yes

**Trades Affected: Concrete:**

Yes

**Trades Affected: Masonry:**

Yes

**Trades Affected: Roofing:**

Yes

**Trades Affected: Builder:**

Yes

**Trades Affected: Mason:**

Yes

**Owner Performing Work?:**

No

**Application Information Table**

**REVIEW COMMENTS**

**Review Type:**

Impact Review

**"EXHIBIT A"**  
**BUILDING PERMIT INFORMATION**

**Reviewer Name:**

ebarker

**Comment Date:**

11/29/2017

**Review Comment:**

Per Permit Manager no demolition permit required, they are leaving walls and floor, but due to substantial improvement ran permit at New Residential for code reviews. Impact Fees = \$0.00 E. Barker/Impact Fee Administration.

**Review Type:**

Plans Review

**Reviewer Name:**

rpage

**Comment Date:**

11/20/2017

**Review Comment:**

site plan show 8'8" driveway width 11/21/17 RP

**Review Type:**

Plans Review

**Reviewer Name:**

rpage

**Comment Date:**

01/17/2018

**Review Comment:**

truss package information

**Review Type:**

Ready to Issue

**Reviewer Name:**

scharles

**"EXHIBIT A"**  
**BUILDING PERMIT INFORMATION**

**Comment Date:**

01/17/2018

**Review Comment:**

PICKED UP BY NICOLE

**Review Type:**

Ready to Issue

**Reviewer Name:**

cblake

**Comment Date:**

11/29/2017

**Review Comment:**

201:electrical sub form needed 202:plumbing sub form needed 203:mechanical sub form needed  
204:roofing sub form needed 207:masonry sub form needed 208:concrete sub form needed 210:Notice  
of Commencement needed with property owner's signature

**Review Type:**

Plans Verification

**Reviewer Name:**

cblake

**Comment Date:**

11/29/2017

**Review Comment:**

WAITING ON IMPACT S/O. EMAILED ELAINE ON 11/29

**Review Type:**

Utilities Review

**Reviewer Name:**

aoberg

**Comment Date:**

11/14/2017

**"EXHIBIT A"**  
**BUILDING PERMIT INFORMATION**

**Review Comment:**

NO CHANGE TO WATER OR SEWER SERVICE - WILL HAVE TO CALL UTILITIES TO RESTART RES GARB SERVICE WHEN READY FOR CO

**TRADES ASSIGNMENTS**

**Trade:**

Electrical

**Contractor License Number:**

ER0008026

**Contractor Name:**

BURNETT, KENNETH J

**Trade:**

Mechanical

**Contractor License Number:**

CAC1818890

**Contractor Name:**

CHRISTIAN, JONATHAN LEE

**Trade:**

Plumbing

**Contractor License Number:**

CFC1429741

**Contractor Name:**

JUNGQUIST, MICHAEL ALAN

**Trade:**

Roofing

**Contractor License Number:**

CCC1328423

**"EXHIBIT A"**  
**BUILDING PERMIT INFORMATION**

**Contractor Name:**

WEILER, WALTER

**Trade:**

Mason

**Contractor License Number:**

CBC1253687

**Contractor Name:**

WEILER, WALTER Z

**Trade:**

Builder

**Contractor License Number:**

CBC1253687

**Contractor Name:**

WEILER, WALTER Z

**Parcel Information**

**Parcel Number:**

6530400008000-0043610700

**PARCEL ID:**

6530400008

**PLC:**

SCT

**COMMISSIONER:**

Robin DiSabatino

**LUC:**

0100

**"EXHIBIT A"**  
**BUILDING PERMIT INFORMATION**

**LUC DESCR:**

Single Family Residential (1554)

**ZONING:**

RSF-4.5

**FUTURE LANDUSE:**

RES-6

**SECTION INDEX:**

23 35S 17E

**FLOOD ZONE:**

X

**FLOODWAY:**

N

**FLOOD MAP:**

0312E

**IMPACT FEE DIST:**

SW

**HISTORIC:**

URBAN-C

**OVERLAYS:**

NONE

**WATERSHED:**

NONE

**FIRE DISTRICT:**

CEDAR HAMMOCK FIRE RESC

**EVAC ZONE:**

D

**SPECIAL AREAS:**

**"EXHIBIT A"**  
**BUILDING PERMIT INFORMATION**

CRA

**SCHOOL SV AREA:**

SSA-3

**CODE ENF ZONE:**

10

**BUILDING INSPECTION ZONE:**

5

**PARCELAREA:**

0.191

**SUBDIVISION NUMBER:**

6524600



"EXHIBIT 2"

**PURCHASE AND SALE AGREEMENT (Vacant)**

This **PURCHASE AND SALE AGREEMENT** (the "Contract") is entered into by and between Integral Property Solutions, Inc. and/or assignee, with an address of 2440 Arden Dr Sarasota FL 34232, Telephone (941) 448-4605 ("Buyer"); and Edwin and Shirley Willis with a taxable mailing address of 4805 30TH AVE E, BRADENTON, FL 34208 ("Seller" whether one or more).

**1. OPENING.** The "Opening" will occur upon the date this Contract is mutually executed and acknowledged by Escrow Agent.

**2. PROPERTY.** Seller hereby agrees to sell and Buyer hereby agrees to buy the real property with all improvements, fixtures and appurtenances thereon or incidental thereto described below as: 612 67TH AVENUE DR W, BRADENTON, FL 34207 with an APN # of 6530400008 (the "Property").

**3. PURCHASE PRICE.**

**A.** The purchase price to be paid at COE (defined below) by Buyer for the Property (the "Purchase Price") is \$ 70,000.00. The Purchase Price shall be paid to Seller as follows:

1. An earnest money deposit of \$ 2,500.00.
2. The sum of \$ 67,500.00 at COE.

**B.** If the escrow closes, the earnest money deposit in escrow shall be credited against the Purchase Price. If this Contract is cancelled by Buyer pursuant to the terms of this Contract, Buyer becomes entitled to a return of the earnest money deposit and Escrow Agent shall immediately refund to Buyer all earnest money deposits then in escrow together with all interest thereon.

**C. Escrow Agent** is instructed to deposit all such payments in a federally-insured money market or other similar account, subject to immediate withdrawal, at a bank or savings and loan institution located in Sarasota, FL. Interest earned on the earnest money deposits shall be retained in the escrow until COE, at which time such interest shall be paid to Seller, in addition to the Purchase Price; provided, however, that if this Contract is cancelled, the interest shall be paid to the party entitled to receive the earnest money.

**4. ESCROW AGENT.** Seller and Buyer hereby employ Richard D. Saba P.A., Phone (941)952-0990 (the "Escrow Agent") to act as escrow agent for this transaction. This Contract constitutes the escrow instructions to Escrow Agent. Should Escrow Agent require execution of its standard form printed escrow instructions, Buyer and Seller agree to execute same; however, such printed escrow instructions shall be construed as applying only to Escrow Agent's employment, and if there are conflicts between the terms of this Contract and the terms of the printed escrow instructions, the terms of this Contract shall control. Escrow Agent, if necessary, is hereby authorized and instructed to prepare and execute on behalf of Buyer and Seller of Affidavit of Property Value as required by Florida law, using the Purchase Price for the established value of the Property.

**5. CLOSE OF ESCROW.** The closing date shall occur on or about See "additional terms" (the "COE"). COE shall occur when exclusive physical possession is given to Buyer and the deed is recorded at the appropriate county recorder's office. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Agent all closing documents and perform all other acts necessary for COE to occur. Buyer shall have the right to approve the property's title status before COE. Title to the Property shall be conveyed to Buyer at COE by a General Warranty deed or equivalent warranty deed used in the local jurisdiction. Buyer shall be provided at Seller's expense an ALTA Homeowner's Title Insurance Policy, or if not available, an ALTA Residential Title Insurance Policy or, if not available, a Standard Owner's Title Insurance Policy, showing title vested in Buyer. Buyer shall take title as determined by Buyer before COE.

**6. PROPERTY TURNOVER.** Seller will provide Buyer with the keys to the Property by 12:00 a.m. on the day of COE.

*ESW*

**7. INVESTOR DISCLOSURE.** Buyer is an investor and purchases properties with the intent to lease, resell, or otherwise make a profit. Seller acknowledges that the Purchase Price may be less than market value, and is willingly selling it as such for convenience, saving time, lack of funds to renovate, and/or other personal reasons. Buyer has not made Seller any representations or promises as to the value of the Property in its "as is" condition.

**8. REMEDIES.** If Seller fails to comply with any provision of this Contract, Buyer shall deliver a notice to Seller specifying the non-compliance and if the non-compliance is not cured within three days after delivery of Buyer's notice to Seller, such failure shall be a breach of Contract, entitling Buyer to pursuant any and all remedies available to Buyer under this Contract or at law or in equity, including, without limitation, an action for specific performance. In the event Buyer is forced to institute legal action to enforce this Contract, Seller will be held responsible for and hereby agrees to pay all legal fees and costs of said action. Seller shall pay all attorneys' fees and costs incurred by Buyer as they come due and Seller irrevocably assigns all unpaid Purchase Price funds held in escrow to the benefit of Buyer and for the immediate payment of Buyer's attorneys' fees and costs. Seller hereby instructs the escrow company to pay out of such unpaid Purchase Price funds all of Seller's attorney's fees and costs as they are incurred.

**9. REPRESENTATIONS BY SELLER.** Seller represents and warrants to Buyer as follows:

A. The Property is not being used as a rental property.

B. This Contract and each of the documents and agreements to be delivered by Seller at COE constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

C. Neither the execution of this Contract nor the performance by Seller of its obligations under this Contract will result in any breach or violation of (1) to Seller's actual knowledge, the terms of any law, rule, ordinance, or regulation; or (2) any decree, judgment or order to which Seller is a party now in effect from any court or governmental body; and (3) there are no consents, waivers, authorizations or approvals from any third party necessary to be obtained by Seller in order to carry out the transactions contemplated by this Agreement.

D. The execution and delivery of this Agreement and performance by Seller of its obligations under this Agreement will not result in the creation of any new, or the acceleration of any existing, lien, charge, or encumbrance upon the Property.

E. Seller has no actual knowledge and has received no notice that the Property is not in compliance with all applicable laws governing the use and operation thereof, nor, to Seller's actual knowledge, does there exist any facts or circumstances on the Property which with notice or the passage of time would constitute such a violation.

F. The payoff of the total of all loans and other debts and encumbrances secured against the Property is \$ 00.00 Seller represents to Buyer that Seller may have equity and Seller understands Seller may be selling for less than current market value.

G. As of Opening, Seller has not entered into any other agreement or contract to sell the Property.

H. Seller has disclosed to Buyer all material latent defects and any information concerning the Premises known to Seller.

Each of the representations and warranties of Seller contained in this Section constitutes a material part of the consideration to Buyer and Buyer is relying on the correctness and completeness of these representations and warranties in entering into this transaction. Each of the representations and warranties is true and accurate as of the date of execution of this Contract by Seller, will be true and accurate as of COE and will survive COE.

**10. OTHER AGREEMENTS.** Seller shall not enter into an agreement or contract to purchase with anyone else concerning the Property from and after Opening. Should seller participate in another agreement which will interfere with COE, Seller will be responsible for any and all costs and losses of Buyer.

**11. At COE,** Seller shall deliver the Property to Buyer in a "neat and clean" condition. Neat and clean is defined as all debris removed from the interior/exterior of the Property. In the event the Property is not left in a neat and clean condition, Buyer will have clean-up completed at Seller's expense which costs, at Buyer's option, may be deducted from the Purchase Price. Seller's obligation to pay Buyer shall survive the

cancellation of this Contract or COE. Any items remaining in the Property as of COE will be considered trash and removed by the Buyer.

**12. INDEMNITY AND RELEASE OF CLAIMS.** Seller will indemnify Buyer for any money Buyer expends in connection with defending any claim or action against Seller or Buyer. Seller shall defend, indemnify, save and hold Buyer harmless for, from and against any and all Claims: (a) directly or indirectly relating in any way to the Property and accruing prior to COE; and (b) arising as a result of the breach by Seller of any of Seller's obligation under this Contract or under any other agreement or document delivered by Seller in accordance with this Contract, or as a result of the inaccuracy of any representation or warranty made by Seller in this Contract or in any other agreement or document delivered by Seller pursuant to this Contract or in connection with the transactions contemplated by this Contract. "Claims" means any and all obligations, debts, covenants, conditions, representations, costs, and liabilities and any and all demands, causes of action, and claims, of every type, kind, nature or character, direct or indirect, known or unknown, absolute or contingent, determined or speculative, at law, in equity or otherwise, including attorneys' fees and litigation and court costs.

Buyer will indemnify Seller for any money Seller expends in connection with defending any claim or action against Buyer or Seller. Buyer shall defend, indemnify, save and hold Seller harmless for, from and against any and all Claims: (a) directly or indirectly relating in any way to the Property and accruing prior to COE; and (b) arising as a result of the breach by Buyer of any of Buyer's obligation under this Contract or under any other agreement or document delivered by Buyer in accordance with this Contract, or as a result of the inaccuracy of any representation or warranty made by Buyer in this Contract or in any other agreement or document delivered by Buyer pursuant to this Contract or in connection with the transactions contemplated by this Contract. "Claims" means any and all obligations, debts, covenants, conditions, representations, costs, and liabilities and any and all demands, causes of action, and claims, of every type, kind, nature or character, direct or indirect, known or unknown, absolute or contingent, determined or speculative, at law, in equity or otherwise, including attorneys' fees and litigation and court costs.

**13. AGENCY.** SELLER ACKNOWLEDGES THAT SELLER HAS NOT BEEN REPRESENTED BY BUYER ( ), OR BY ANY REPRESENTATIVE OF BUYER WITH RESPECT TO THE PURCHASE AND SALE OF THE PROPERTY AS CONTEMPLATED BY THIS CONTRACT. SELLER AGREES AND UNDERSTANDS THAT THE BUYER AND BUYER'S REPRESENTATIVES ARE NOT ACTING AS SELLER'S BROKER OR AGENT IN THIS TRANSACTION AND HAVE BEEN ACTING SOLELY FOR BUYER'S OWN BENEFIT AS A PRINCIPAL TO THIS CONTRACT. SELLER AGREES AND UNDERSTANDS THAT BUYER HAS A FINANCIAL INTEREST IN THE TRANSACTION OTHER THAN THE RECEIPT OF COMPENSATION FOR REAL ESTATE SERVICES. SELLER ACKNOWLEDGES THAT IF SELLER LISTS THE PROPERTY FOR SALE WITH BUYER OR ANOTHER AS BROKER OR AGENT TO SELL THE PROPERTY, THE SELLER MAY RECEIVE MORE CONSIDERATION THAT BUYER HAS AGREED TO PAY, AND SELLER IS WILLINGLY SELLING IT TO BUYER WITH FULL KNOWLEDGE OF SUCH. SELLER AGREES TO HOLD BUYER FREE FROM ANY AND ALL LIABILITY REGARDING THIS PROPERTY AND TRANSACTION ARISING FROM ANY CLAIM OF AGENCY. SELLER ACKNOWLEDGES THAT BUYER IS NOT ACTING AS A LENDER IN THIS TRANSACTION.

(Seller's Initials ( ))

**14. EXISTING FINANCING.** Seller shall satisfy any and all monetary liens on the Property as of COE. In the event Buyer permits any portion of any loan, debt or encumbrance against the Property to remain as of COE, the Purchase Price shall be reduced by the amount of such debt as of COE secured against the Property. Seller acknowledges that if the actual payoff figure is higher than the sum represented by Seller herein that the transaction may not be feasible to Buyer and in such event, Buyer reserves the unilateral right to cancel this Contract. Seller acknowledges that any loans and other debts and encumbrances secured against the Property and remain after COE will not be paid off at COE and will remain encumbrances against the Property at the discretion of the Buyer. Buyer may, in Buyer's sole discretion, negotiate the discounted payoff of such Permitted Encumbrances after the Close of Escrow. Seller acknowledges that any deficiency amount resulting from a discounted payoff could result in a taxable event for which Seller may be liable.



**15. ASSIGNMENT AND RELEASE.** Seller agrees and acknowledges that Buyer may assign its rights under this Agreement to a wholly or partially owned entity of the Buyer or a third party that will close directly with Seller. Buyer shall give notice in writing to Seller of such assignment, and Seller agrees to release Buyer from any liability or duties under this Agreement.

**16. ESCROW CHARGES AND CLOSING COSTS.** Upon COE, Buyer agrees to pay all normal, non-reoccurring escrow charges and recording fees.

**17. PRORATIONS.** Real property taxes payable by Seller will be prorated to COE based upon the latest tax information available. The amount of any assessment, other than homeowner's association assessments, that is a lien as of COE shall be paid in full by Seller.

**18. MISCELLANEOUS.**

**A. Time of Essence; Time Periods.** Time is of the essence of this Contract. The time for performance of any obligation or taking any action under this Contract shall be deemed to expire at 5:00 p.m. Florida time on the last day of the applicable time period provided for in this Contract. If the time for the performance of any obligation or taking any action under this Contract expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

**B. Notices.** All notices and requests must be in writing. They may be delivered either (a) personally; (b) by certified mail; (c) by fax; or (d) electronically. Notices or requests will be deemed received: (i) when accepted or rejected, if delivered personally, (ii) two days after being mailed, if mailed by certified mail; (c) when a fax confirmation is received, if faxed; or (d) when the receiving party has responded by email confirming receipt (Email auto responses do not count).

**C. Necessary Documents and Acts.** Seller and Buyer each agree to sign such other documents and perform such acts as may be reasonably necessary or appropriate to consummate this transaction in accordance with the terms of this Contract.

**D. Entire Agreement.** This Contract constitutes the entire agreement between the parties pertaining to the subject matter contained in this Contract. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Contract. No supplement, modification or amendment of this Contract shall be binding unless in writing and executed by Buyer, Seller and Escrow Agent.

**E. IRS and FIRPTA Reporting.** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign and deliver to Escrow Agent, a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the Foreign Investment in Real Property Tax Act.

**F. Construing the Contract.** Each of the parties to this Contract acknowledges that such party has had the benefit of independent counsel with regard to this Contract and that this Contract has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Contract shall not be construed or interpreted for or against any party to this Contract based upon authorship or any other factor but shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties to this Contract.

**G. Partial Invalidity.** If any portion of this Contract is determined to be unenforceable, such portion of this Contract shall be stricken from and construed for all purposes not to constitute a part of this Contract, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire Contract.

**H. Counterparts.** This Contract may be signed electronically and in counterparts, each together making it a binding agreement.

**I. Survival.** The following obligations of the parties will survive COE or cancellation of this Contract, whether contained in this Contract or in any agreement, instrument, or other document given by a party in connection with the transactions contemplated by this Contract: (a) any and all obligations of the parties that are to be performed following COE; (b) all indemnity obligations of the parties; (c) any and all warranties or representations of the parties; and (d) any other obligation with respect to which it is expressly provided that it will survive COE or cancellation of this Contract.

**J. Waivers.** No waiver of any of the provisions of this Contract shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Contract, no waiver shall be binding unless executed in writing by the party making the waiver.

**K. Attorneys' Fees.** If either party should prevail in any litigation, arbitration or other legal proceeding instituted by or against the other related to this Contract, the prevailing party shall receive from the non-prevailing party all costs and reasonable attorneys' fees incurred in such proceeding, including costs on appeal.

**L. Cooperation.** Seller shall cooperate fully with Buyer in obtaining any necessary governmental approvals to the transfer of any item of property being sold to Buyer pursuant to this Agreement.

**M. Binding Effect.** The provisions of this Contract are binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

**N. Right to Counsel.** Seller represents and agrees that Seller fully understands Seller's right to discuss all aspects of this Contract with an attorney, that Seller has carefully read and fully understands all of the provisions of this Contract, that Seller freely and voluntarily entered into this Contract and that Seller has read this document in its entirety and fully understands the meaning, intent and consequences of this Contract. This representation will survive this Contract's termination.

**O. Governing Law/Jurisdiction.** This Contract shall be governed by and construed and enforced under the laws of the State of Florida, whose courts shall have jurisdiction over any legal proceedings or actions arising out of this Contract. Sarasota County, in the state of Florida shall be the place of venue of any such proceeding or action.

**P. Acceptance.** This contract shall remain in full force and effect until 5 o'clock EST Time Zone on December 20, 2017. If at this time the Seller has not executed and delivered a fully executed original agreement, the contract will become of no force and effect.

**Q. Any Other Terms Or Conditions (If None Write None):**

1. The Roof trusses, framing and finished roofing product to be engineered, permitted, and installed prior to closing. Buyer agrees to pay for construction costs for roofing project. Seller is responsible for paying code enforcement fines and fees accumulated up to January 1, 2018. The Buyer will pay any fines or fees accumulated after January 1, 2018 which will be prorated according to the discount given to Seller.

2. Closing will occur only after the Seller has paid all fines fees and encumbrances due on property and has satisfied all liens.

SELLER:

Signature

Printed Name

Date

Signature

Printed Name

Date

Edwin Willis Shirley J. Willis

Edwin Willis Shirley J. Willis

12/26/2017, 2017

EW SJW

BUYER:

Natasha Bratt *Natasha Bratt*  
Signature

Natasha Bratt  
Printed Name

December 18th, 2017  
Date

State of Florida county of Sarasota  
the foregoing instrument acknowledged before me  
this 26 day of December 2017 by Edwin & Shirley Willis  
FL DL W420-207-34-165-D (Edwin) FL DL W420-207-790-39-885-D  
*A. Nicole Hoh*



Prepared by and Return to:  
Richard D. Saba, Attorney  
Richard D. Saba, P.A.  
2033 Main Street, Suite 400  
Sarasota, Florida 34237

**WARNING!**

THIS LEGAL DOCUMENT REFLECTS THAT A CONSTRUCTION LIEN HAS BEEN PLACED ON THE REAL PROPERTY LISTED HEREIN. UNLESS THE OWNER OF SUCH PROPERTY TAKES ACTION TO SHORTEN THE TIME PERIOD, THIS LIEN MAY REMAIN VALID FOR ONE YEAR FROM THE DATE OF RECORDING, AND SHALL EXPIRE AND BECOME NULL AND VOID THEREAFTER UNLESS LEGAL PROCEEDINGS HAVE BEEN COMMENCED TO FORECLOSE OR TO DISCHARGE THIS LIEN.

**CLAIM OF LIEN**

STATE OF FLORIDA  
COUNTY OF MANATEE

BEFORE ME, the undersigned authority, personally appeared WALTER WEILER, the President of WEILER CONSTRUCTION, INC., a Florida corporation, who being duly sworn says that he is the lienor herein, whose address is 719 Cattlemen Road, Sarasota, FL 34232, and that in accordance with a contract with EDWIN G. WILLIS AND SHIRLEY J. WILLIS, lienor performed professional services as an \_\_\_\_\_ in connection with renovation of the following described real property in Manatee County, Florida:

NEED LEGAL (a/k/a 612 W 67<sup>th</sup> Ave Dr., Bradenton, FL 34207)

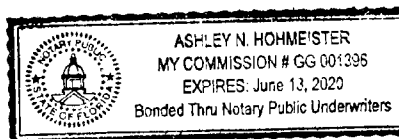
owned by EDWIN G. WILLIS AND SHIRLEY J. WILLIS, of a total value of \$ 49,500.00, of which there remains unpaid \$ 49,500.00 and furnished the first of the services on 10/19/17 and the last of the services on \_\_\_\_\_.

WEILER CONSTRUCTION, INC., a Florida corporation

By: Walter Weiler  
Walter Weiler, President

Sworn to and Subscribed Before me this 23 day of October, 2017, by WALTER WEILER, President of WEILER CONSTRUCTION, INC., a Florida corporation, on behalf of the company. He is  personally known to me or  furnished a Florida Driver's License as identification.

A. J. Nipple Hoh  
Notary Public-State of Florida  
My commission expires: 6/13/2020



NOTICE PURSUANT TO THE FEDERAL FAIR DEBT COLLECTION PRACTICES ACT

October 19, 2017

Mr. and Mrs. Edwin G. Willis  
4805 30<sup>th</sup> Ave E  
Bradenton, FL 34208-7039

You are hereby given written notice of the following information which may be required by the Federal Fair Debt Collection Practices Act:

**AMOUNT OF DEBT.** The amount of the debt claimed is \$ \_\_\_\_\_, plus subsequent charges which may accrue.

**NAME OF CREDITOR.** The name of the creditor claiming this debt is WEILER CONSTRUCTION, INC., a Florida corporation.

**NAME OF DEBT COLLECTOR.** The law firm of Richard D. Saba, P.A. may be acting as the collecting agent of the creditor named above.

1. Unless you, the consumer, within thirty days after receiving this notice, dispute the validity of this debt, or any portion thereof, the debt will be assumed to be valid by the undersigned.
2. Federal law gives you 30 days from the date that you receive this letter to dispute the validity of the debt or any part of it. If you do not dispute it within that period, I will assume that the debt is valid. If you do wish to dispute the debt, you must notify me in writing to that effect and I will, as required by the law, obtain and mail to you proof of the debt. You may also request in writing the name and address of your original creditor if the original creditor is different from the current creditor.
3. The law does not require me to wait until the end of the 30-day period before suing you to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the 30-day period that begins with your receipt of this letter, the law requires me to suspend my efforts (through litigation or otherwise) to collect the debt until I mail the requested information to you.
4. If you notify the undersigned in writing within the thirty-day period that this debt, or any portion thereof, is disputed, the undersigned will obtain verification of the debt or a copy of a judgment against you and a copy of such verification of judgment will be mailed to you by the undersigned.
3. Upon your written request within the thirty-day period, the undersigned will provide you with the name and address of the original creditor, if different from the current creditor.
4. This law firm may be deemed to be a debt collector attempting to collect a debt and any information obtained will be used for that purpose.





CE2016010245  
612 67th Ave. Dr. W., Bradenton  
B.D.

09/27



CE2016010245  
612 67th Ave. Dr. W., Bradenton  
B.D.

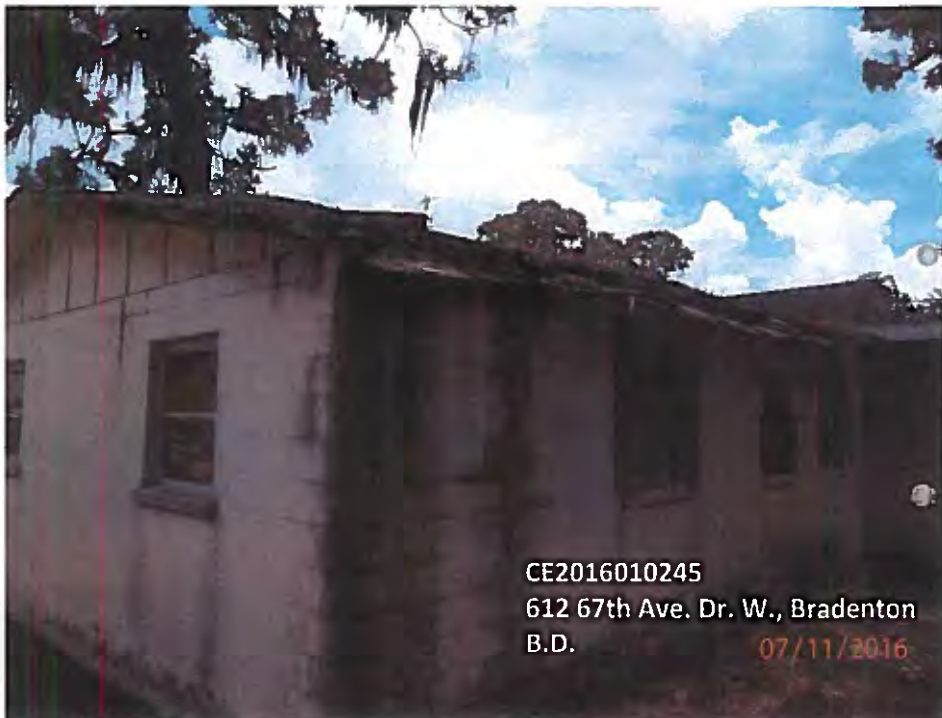
09/27



CE2016010245  
612 67th Ave. Dr. W., Bradenton  
B.D.

09/27

















CE2016010245  
612 67TH AVE. DR. W., BRADENTON  
B.D. 05/10/2016



CE2016010245  
612 67TH AVE. DR. W., BRADENTON  
B.D. 05/10/2016



CE2016010245  
612 67TH AVE. DR. W., BRADENTON  
B.D. 05/10/2016

MANATEE COUNTY, FLORIDA  
CODE ENFORCEMENT SPECIAL MAGISTRATE

MANATEE COUNTY, FLORIDA

CASE NO. CE2016010245

Petitioner,  
vs.  
EDWIN G WILLIS AND SHIRLEY J WILLIS  
Respondent



ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE came up for hearing before the Code Enforcement Special Magistrate of Manatee County, Florida, on July 27, 2016, after due notice to Respondent, at which time the Special Magistrate heard testimony under oath, received evidence, heard argument, and issued a Compliance Order containing Findings of Fact, Conclusions of Law and Order, which was reduced to writing and furnished to Respondent.

Said Order required Respondent to take certain corrective action by a specified date as more specifically set forth in the Compliance Order dated July 27, 2016.

An Affidavit of Non-Compliance, dated September 27, 2016, has been filed with the Clerk of the Circuit Court by the Code Enforcement Officer, which Affidavit certifies under oath that the required corrective action was not taken as ordered by the Special Magistrate.

Accordingly, it having been brought to the Special Magistrate's attention that Respondent has not complied with the Compliance Order dated July 27, 2016, by the date specified in said Order, it is hereby

ORDERED that Respondent pay to Manatee County, Florida, a fine of \$75 for each and every day the violation of Section 2-9-106(c)(2) Property Maintenance Standards - Vacant, Unoccupied or Abandoned Structures - Roofs of the Manatee County Code of Ordinances exists and continues to exist past the date set for compliance (September 23, 2016) by the Special Magistrate's Compliance Order, at 612 67TH AVE DR W, BRADENTON, FL, and described as follows: PARCEL IDENTIFICATION NUMBER 6530400008. This fine shall continue to accrue until Respondent comes into compliance with said Compliance Order.

A certified copy of this Order has been recorded in the public records of Manatee County, Florida, and shall thereafter constitute a lien against the above-described property and upon any other real or personal property owned by Respondent pursuant to Section 162.09, Florida Statutes, and Section 2-9-8 of the Manatee County Code of Ordinances.

DONE AND ORDERED this 10th day of October, 2016.

ATTEST: Angelina Colonnese, Clerk of the Circuit Court  
Manatee County, Florida

By: [Signature]  
Deputy Clerk

[Signature]  
Code Enforcement Special Magistrate



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order Imposing Administrative Fine/Lien has been furnished to Respondent, EDWIN G WILLIS AND SHIRLEY J WILLIS at 4805 30TH AVE E, BRADENTON, FL 34208-7039 by hand or U.S. mail and to the Manatee County Code Enforcement Division, this 10th day of October, 2016

Angelina Colonnese, Clerk of the Circuit Court  
Manatee County, Florida  
By: [Signature]  
Deputy Clerk

Attention: It is your responsibility to notify Code Enforcement at 941-748-2071 to verify that the violation has been brought into compliance and that any fines/liens have been satisfied.

OR Book 2642

Page 4277

10/10/2016

CODE ENFORCEMENT SPECIAL MAGISTRATE  
MANATEE COUNTY, FLORIDA

MANATEE COUNTY, FLORIDA,  
Complainant,

CASE NO. CE2016010245

vs.

Edwin G. Willis and Shirley J Willis,  
Respondent,

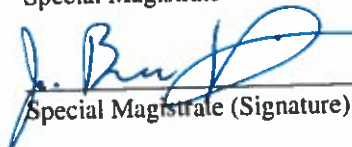
**ORDER OF REFERRAL TO THE BOARD OF COUNTY COMMISSIONERS**

THIS CAUSE came on for hearing before the Code Enforcement Special Magistrate of Manatee County, Florida, on March 28, 2018, after due notice to Respondent, and the Special Magistrate having heard testimony under oath, received evidence and heard argument, thereupon issues this Order of Referral Order as follows:

1. The Compliance Orders issued on October 10, 2016 found that the original owner(s) Edward G. Willis and Shirley J Willis, was/were the owner(s) or person(s) in charge of the property located at 612 67<sup>th</sup> Ave. Dr. W., Bradenton and identified in the Manatee County Property Appraiser's records as: PIN6530400008, and that the property was in violation of Section 2-9-106(c)(2) of the County Code of Ordinance, in that Respondent had a roof in disrepair. The roof, soffit and fascia were very rotten and not weathertight.
2. The Compliance Order imposed a fine of \$75.00 for each day each violation(s) continued to exist past the compliance date ordered.
3. As of the date of the hearing, fines imposed against Respondent(s) totaled \$36,020.00 which includes \$20 recording fees. A certified copy of the Order of Imposing Fine/Lien issued on October 10, 2016 was recorded in the Public Records of Manatee County Book 2642, Page 4277 and Book 2452, and thereafter constituted a lien against the above-described property and upon any other real or personal property owned by Respondent(s) pursuant to Section 162.09, Florida Statutes, and Section 2-9-8 of the Manatee County Code of Ordinances.
4. The corrective action ordered in the Compliance Order has been completed and the property is now in compliance with Manatee County Land Development Code.
5. Justification exists to refer this case to the Manatee County Board of County Commissioners with a recommendation to reduce the outstanding fines to \$1,500.00 plus \$20.00 in recording fees.

DONE AND ORDERED this 28th day of March, 2018.

Manatee County Code Enforcement,  
Special Magistrate

  
Special Magistrate (Signature)

Print Name: Ben Vitale

CASE NO. CE2016010245

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Compliance Order has been filed for the record on March 28, 2018 and has been furnished to the Respondent (s),

- Personally, on this 28<sup>th</sup> day of March, 2018
- By US Mail on this 28<sup>th</sup> day of March, 2018

Robin Dyer, Code Enforcement Administrative Specialist  
Manatee County

By:   
Administrative Specialist (Signature)

Print Name: Ms. Robin J Dyer

Code Enforcement Division  
1112 Manatee Ave West  
Bradenton, FL. 34205

**Attention:** It is your responsibility to notify Code Enforcement at 941-748-2071 to verify that the violation has been brought into compliance and that any fines/liens have been satisfied.