

Doc# 1662134
Bk# 2320 Pg# 1079

IN THE CIRCUIT COURT OF THE
16TH JUDICIAL CIRCUIT IN AND
FOR MONROE COUNTY, FLORIDA.

FLORIDA DEPARTMENT OF HEALTH,
MONROE COUNTY, HEALTH DEPARTMENT,

Plaintiff,

v.

SEABREEZE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY,

Defendant.

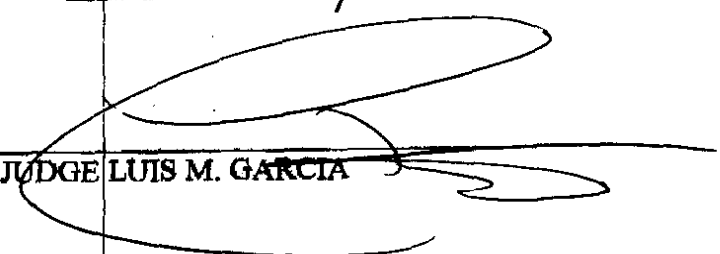
CASE NO. 07CA 270P

INJUNCTION

Having reviewed the attached Stipulation, and being otherwise fully advised in the premises, it is

ORDERED and AJUDGED that the STIPULATION is hereby ratified and confirmed and the parties are ordered to fully comply with its terms.

DONE AND ORDERED in chambers this 6th day of Sept, 2007, in Monroe County, Florida.


JUDGE LUIS M. GARCIA

cc: Tabin 852-6957
9/7 letter 786-845-0306

Doc# 1662134
Bk# 2320 Pg# 1080

**IN THE CIRCUIT COURT OF THE 18TH JUDICIAL CIRCUIT
IN AND FOR MONROE COUNTY, FLORIDA
CASE NO. 07CA 270P**

**FLORIDA DEPARTMENT OF HEALTH,
MONROE COUNTY HEALTH DEPARTMENT,**

Plaintiff,


**SEABREEZE ASSOCIATES, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,**

Defendant,

STIPULATION AND CONSENT TO INJUNCTION

The State of Florida, Monroe County Health Department (hereinafter referred to as "Health Department") and Seabreeze Associates, LLC (hereinafter referred to as "Seabreeze") stipulate as follows.

1. Seabreeze operates a trailer park/mobile home park/recreational vehicle park located at 87425 Old Highway, Plantation Key, in Monroe County, Florida. The Health Department filed a petition for temporary and permanent injunction for cesspit violations at the Property.
2. The violations and conditions constitute a sanitary nuisance which is an imminent threat to the health, safety, and welfare of the citizens within the community. Seabreeze acknowledges the existence of cesspools at the property.



Doc# 1662134
Bk# 2320 Pg# 1081

3. The Health Department filed the above-styled action against Seabreeze for violations of Section 386.01 and Section 386.041, of the Florida Statutes., pursuant to which the Health Department sought injunctive relief.

4. The parties have reached an amicable agreement as to modifications that will bring the Property into compliance and abate the sanitary nuisance and nuisances injurious to the health of the citizenry as contemplated under Chapter 386, Florida Statutes.

NOW, THEREFORE, in consideration for resolving all matters pertaining to the sanitary nuisance, the parties have mutually agreed to compromise and settle this suit upon the following terms and conditions:

1. This Stipulation and Consent to Injunction (hereafter "Stipulation") applies only to the following Lots: 44, 45, 47, 48, 49, 55, 56, 57, 58, 59, 60, 67, 68, 69, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, for a total of forty-four (44) Lots (hereafter the "Subject Lots"). The Subject Lots are designated and located on the attached site plan attached hereto as "A" which is hereby incorporated into this Stipulation.

2. Within 30 days Seabreeze shall provide proof that Lot 61 is connected to the package treatment plant or Lot 61 shall be closed in accordance with this Stipulation.

3. As of September 5, 2007, Lots 44, ~~47, 48, 56, 67, 76, 77, 78,~~ 80, and 99-102 are either vacant or unoccupied.

4. As of September 5, 2007, Seabreeze shall no longer accept new tenants/renters in the subject Lots, provided that Seabreeze shall have the right to rent any of the Subject Lots to be used as storage space for unoccupied recreational vehicles/trailers/mobile homes.

JW

2
GMZ

AMT

Doc# 1662134
Bk# 2320 Pg# 1082

5. As of January 1, 2008 the Subject Lots will either be vacant or used only for storage of unoccupied recreational vehicles/trailers/mobile homes. These Lots shall remain vacant or if used for storage, unoccupied until such time as the Department agrees that occupancy of the Subject Lots will not create or continue to be a sanitary nuisance at the Property.
6. On October 1, 2007, November 1, 2007 and December 1, 2007, Seabreeze shall submit a progress report and revised Site Plan to the Department and Court that shows the current status of each of the Subject Lots.
7. Failure to strictly comply with the above-mentioned closure schedule may result in a ruling of contempt of court, provided Seabreeze shall not be in contempt if it is acting in good faith to comply with this Stipulation.
8. Seabreeze shall at it's own and sole expense comply with this Stipulation.
9. At each of the Subject Lots is closed (vacant or unoccupied), Seabreeze shall remove any plumbing fixtures or pipes and temporarily cap each cesspit with clean fill. The Department shall have the right to require Seabreeze to permanently abandon each cesspit at the time of redevelopment of the Park.
10. Seabreeze shall allow the Health Department and its representative and agents unfettered access to any and all areas of the Property until such time as this Court has determined that Seabreeze has fulfilled its obligations under this Order.
11. The Court has and shall continue to possess jurisdiction over this action. The parties to this Stipulation are ordered to comply and adhere with its terms and conditions.
12. The Court retains jurisdiction to enforce, as necessary, the terms and conditions of this Stipulation.



3
2007



Doc# 1662134
BK# 2320 Pg# 1083

13. This Stipulation shall be binding upon and inure to the benefit of the parties hereto and their respective successor and/or assigns. The parties shall perform their obligations under this Stipulation in good faith.

14. The parties intend for faxed signatures to be binding.

15. This Stipulation represents the entire agreement between the parties and cannot be modified by the parties without Court approval.

16. ~~Seabreeze shall have the right to modify this Stipulation to allow all or some of the Subject Lots to be occupied and inhabited provided that Seabreeze modifies the current DEP operating permit to accept additional capacity from the subject Lots and/or the Health Department approves individual septic systems for the subject Lots using the interim standards, until such time as the Village of Islamorada's 2010 central sewage plant is operational. The Health Department shall expedite any applications submitted by Seabreeze.~~

17. ~~In order to more fully protect the public's health and safety, and to avoid a multiplicity of lawsuits, the parties agree the Court shall exercise jurisdiction over the occupants and/or tenant of the Subject Lots. Within 30 days of the entry of the Injunction Seabreeze shall serve the tenants with a copy of the Injunction. Tenants that fail to comply with the Injunction or other lawful orders of the Court may be subject to contempt of court.~~

18. ~~Seabreeze and the Department shall post each of the Subject Lots with individual notices stating: "~~

~~Because your lot is not connected to an approved sewage disposal system the Circuit Court in and for Monroe County, Florida has ordered that all plumbing fixtures and connections from your mobile home or trailer or recreational vehicle be disconnected by January 1, 2008. You may continue to use the subject lot to STORE your mobile~~

JW

4/2/08

Atty

Doc# 1662134
BK# 2320 Pg# 1084

home/trailer/recreational vehicle provided that you comply with the Court's order to disconnect the plumbing fixtures and connections. If you would like a copy of the Injunction or if you have any questions, please contact Seabreeze at ?? or the Monroe County Health Department at ??"

IN WITNESS THEREOF, THE PARTIES SIGN THIS CONSENT DECREE ON
THE DATES SET FORTH UNDER THEIR NAMES:

Joe Wiselberg, Managing Member,
Authorized Representative, On behalf of
Seabreeze Associates, LLC

Joe Wiselberg
Print Name: Joseph Wiselberg

Title: MEMBER

Date: 9-5-07

Andrew M. Tobin, P.A.
Counsel for Seabreeze Associates, LLC

Andrew M. Tobin

Andrew M. Tobin, Esquire
Florida Bar No.: 184825
P.O. Box 620
Tavernier, Florida 33070
Date: 9-5-2007

Morton Laitner
Chief General Counsel for the Health
Department

Morton Laitner 9/5/20

Morton Laitner, Esquire

Florida Bar No.: 206334

Miami-Dade Health Department

8323 NW 12th Street, Suite 214

MONROE COUNTY
OFFICIAL PUBLIC RECORD

5
me