

## **STIPULATED SETTLEMENT AGREEMENT**

**THIS STIPULATED SETTLEMENT AGREEMENT** ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between POLK COUNTY, a political subdivision of the State of Florida ("County"), and Salvador Lopez Sr. ("Respondent").

WHEREAS, the County filed a Complaint to Foreclose Code Enforcement Fines and Liens against the Respondent regarding properties located at 5555 E. Hinson Avenue, Haines City, Florida (Polk County Property Appraisal Parcel #27-27-25-000000-023030); 0 E. Hinson Avenue, Haines City, Florida (Polk County Property Appraisal #27-27-25-000000-024000); 0 Brin Road, Haines City, Florida (Polk County Property Appraisal Parcel #27-27-36-000000-013010); 5557 Hinson Avenue E. (Polk County Property Appraisal 27-27-25-000000-023020); 0 Cattle Trail Rd., Haines City, Florida (Polk County Property Appraisal 27-27-36-000000-03100); and 5555 Hinson Avenue, Haines City, Florida (Polk County Property Appraisal Parcel #27-27-25-000000-023010) and located in the unincorporated area of Polk County, Florida, (collectively known as "Violation Property") due to outstanding Code Enforcement Fines and Liens; and

WHEREAS, Respondent desires to sell separate, unassociated properties located at 0 8TH ST N. (Polk County Property Appraisal Parcel #272729-783000-066160); and 20 8TH ST N. (Polk County Property Appraisal Parcel #272729-783000-066140) (collectively known as "Unassociated Property") and has requested a partial release of the aforementioned Code Enforcement Liens as they pertain solely to the Unassociated Property; and

WHEREAS, the parties desire to settle the ongoing foreclosure action and resolve the lien enforcement under the mutually agreed-upon terms set forth below, subject to the final approval of the Polk County Board of County Commissioners ("BOCC").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The recitals listed above are true and are incorporated herein by reference.
2. Prior to the County delivering the unrecorded partial release for the Unassociated Property, the following conditions must be strictly met:

- a. Polk County Code Enforcement must inspect the Violation Property and verify that it has been brought into full compliance with all applicable County codes by providing written documentation to the County Attorney's Office.
  - b. Respondent must execute and notarize this Agreement.
  - c. The County must receive written assurances from the designated closing agent handling the sale of the Unassociated Property that \$300,000.00 from the sale proceeds will be held in escrow pending the execution of this Agreement by the Chair of the BOCC.
3. Upon satisfaction of the conditions in Section 2, the County will deliver an unrecorded partial release of the Code Enforcement Liens, as they relate to the Unassociated Property, to the closing agent.
  - a. Respondent must finalize the sale of the Unassociated Property within thirty (30) days of the partial release being executed by the County. If the sale does not close within this timeframe, the partial release shall become void and must be immediately returned to the County.
  - b. The partial release may only be recorded simultaneously with the closing of the sale of the Unassociated Property.
  - c. The \$300,000.00 held in escrow shall be disbursed via certified funds directly to Polk County immediately upon the closing agent's receipt of confirmation that the BOCC Chair has executed this Agreement.
4. Within ten (10) days of the BOCC executing this Agreement and the County's receipt of the \$300,000.00 payment, the County shall file a Notice of Voluntary Dismissal pursuant to Settlement in the current foreclosure action.
5. The \$300,000.00 payment shall be applied to satisfy a portion of the outstanding Code Enforcement Liens. Respondent expressly stipulates that the remaining Code Enforcement Liens are valid, properly recorded, hold priority, and that the remaining undisputed balance is \$902,707.21 for the fines and \$1,640.81 for the costs of enforcement , as of April 1, 2026, plus any court costs incurred in the current foreclosure action. The remaining balance of the liens shall remain recorded and valid against the Violation Property for a period of fifteen (15) years from the effective date of this Agreement.

6. If Respondent sells or transfers ownership of the Violation Property during the 15-year period, the full remaining balance of the outstanding liens (minus any payments received) shall become immediately due and payable.
7. If Respondent commits any of the following acts, it shall constitute a material breach of this Agreement. Upon material breach, the County may immediately and without further notice reopen the previous foreclosure case or file a new foreclosure action to enforce the full remaining balance of the Code Enforcement Liens, Costs of Enforcement, and foreclosure attorneys' fees and costs, subject to the expedited procedural waivers in Section 9:
  - a. Respondent incurs any new, substantiated Code Enforcement violations on the Violation Property.
  - b. Respondent hosts any unpermitted "public events" on the Violation Property. For the purposes of this Agreement, "public events" are defined as any gathering requiring a County special event permit, commercial operations, or ticketed gatherings.
  - c. Respondent fails to grant County staff the right to inspect the Violation Property with one (1) day's advance notice at any point during the 15-year lien duration.
8. This Agreement is expressly contingent upon formal approval and execution by the Chair of the Polk County Board of County Commissioners.
9. To induce the County to settle the current foreclosure action, Respondent makes the following irrevocable waivers for the entire fifteen (15) year duration of this Agreement:
  - a. Respondent expressly waives any right to challenge the original code enforcement proceedings, the calculation of the fines, or the constitutional validity of the underlying liens.
  - b. Respondent agrees to toll the statute of limitations for the 15-year duration of this Agreement and irrevocably waives any and all equitable and statutory defenses to a future foreclosure action, including but not limited to the statute of limitations, laches, waiver, estoppel, failure of consideration, and procedural due process challenges.
  - c. In the event the County reopens the previous foreclosure matter or files a new foreclosure action due to a material breach defined in Section 7, Respondent

waives formal service of process and designates Robert J. Stanz, Esq. (or a substitute agent explicitly named in writing to the County) to accept electronic service of the new Complaint. If Robert J. Stanz, Esq. is unable or unwilling to accept service, and Respondent has not designated a substitute agent in writing, Respondent expressly consents to service of process by certified mail to Respondent's last known address of record with the Polk County Property Appraiser.

- d. Respondent further waives the standard twenty (20) day response period, waives the right to file any counterclaims or setoffs, and expressly consents to the immediate, expedited entry of a default and/or Final Judgment of Foreclosure upon the County filing a Verified Complaint accompanied by an Affidavit of Breach.
10. If Respondent decides to sell other, unrelated properties currently encumbered by these liens during the fifteen (15) year duration of this Agreement, the County agrees to execute additional partial releases strictly pertaining to those specific properties. In exchange for each future partial release, Respondent shall pay the County an amount equal to fifty percent (50%) of the gross contract purchase price of the property being sold, or fifty percent (50%) of the Polk County Property Appraiser's assessed just value for that property, whichever is greater. Any such payments shall be applied to reduce the remaining balance of the Code Enforcement Liens.
  11. By executing this Agreement, Respondent expressly waives any right to apply for, petition, or request any further administrative reduction of the outstanding Code Enforcement Liens from the Polk County Special Magistrate, the Board of County Commissioners, or any other County authority. This Agreement establishes the sole and exclusive method by which the lien balances will be satisfied, paid down, or allowed to expire.
  12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action arising out of or related to this Agreement shall lie exclusively in the Tenth Judicial Circuit in Polk County, Florida.

IN WITNESS WHEREOF, the parties have executed this Stipulated Settlement Agreement as of the dates set forth below.

RESPONDENT

Signature: Veronica Gallegos by his Attorney in Fact Veronica Gallegos

Printed Name: SALVADOR LOPEZ, SR.

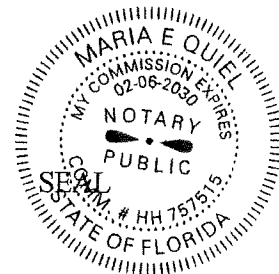
Date: 4-1-26

STATE OF Florida  
COUNTY OF TOLK

The foregoing instrument was acknowledged before me by means of [  ] physical presence or [  ] online notarization, this 1 day of April, 2026, by Veronica Gallegos Attorney in Fact for SALVADOR LOPEZ, SR., [  ] who is personally known to me OR [  ] who has produced Fl. Driver License as identification.

Notary Public, State of Fl.

Signature: Maria E. Quiel



ATTEST:

STACY M. BUTTERFIELD  
CLERK OF THE BOARD

BOARD OF COUNTY COMMISSIONERS  
POLK COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Martha Santiago, Chair

(SEAL)