



Interoffice Memorandum

November 15, 2023

TO: Mayor Jerry L. Demings  
-AND-  
County Commissioners

FROM: Andres Salcedo, P.E. Acting Director *Andres*  
Planning, Environmental, and Development Services Department

**CONTACT PERSON: Jason Reynolds, AICP, Manager  
Neighborhood Services Division  
(407) 836-5547**

SUBJECT: December 12, 2023 – Consent Agenda  
Settlement Agreement for Estate of Loryce E. Ray c/o Loryce R.  
Van Hoeck, 4409 Spartan Drive Orlando, FL 32822

The Neighborhood Services Division requests approval for a settlement agreement with the property owners at 4409 Spartan Drive Orlando, FL. Orange County Code Sec. 11-37(c)(1), requires Board approval for settlement offers if Orange County already initiated foreclosure proceedings on a property for unresolved code violations.

In 2012, code violation notices were issued to 4409 Spartan Drive for a fence and accessory building erected without a permit, outdoor storage of junk, trash, and debris, and abandoned inoperative motor vehicles. The property owner did not address the code violations on the property and the code compliance process commenced. In 2018, the County initiated foreclosure proceedings on the property with a goal of bringing the violations into compliance.

In October 2022, the code violations were brought into compliance. The fines for the code violations exceeded \$100,000 and must therefore be reduced in accordance with Code. Pursuant to the division's process, once code violations are brought into compliance, the property owner can apply to reduce the fines and release the liens. The property owner applied to reduce the fines and agreed to pay \$2,000 to settle the fines and release the liens.

**ACTION REQUESTED: Approval of Orange County Code Enforcement Settlement Agreement by and between Estate of Loryce E. Ray c/o Loryce R. Van Hoeck and Orange County Neighborhood Services Division. District 3.**

Attachment  
AS/JR/js

BCC Mtg. Date: December 12, 2023

**ORANGE COUNTY CODE ENFORCEMENT  
SETTLEMENT AGREEMENT**

This **SETTLEMENT AGREEMENT** ("Agreement") is entered into this 20 day of November, 2023, by and between, Estate of Loryce E. Ray c/o Loryce R. Van Hoeck, 4 Oceans West Blvd #301B, Daytona Beach Shores, FL 32118-5961 ("Property Owner"), and Orange County Neighborhood Services Division ("County"), 201 S. Rosalind Avenue, Orlando, FL 32801, (collectively referred to as the "Parties").

**RECITALS**

**WHEREAS**, Estate of Loryce E. Ray c/o Loryce R. Van Hoeck is the current owner of real property located at 4409 Spartan Dr, Orlando, FL 32822 ("Subject Property") and more particularly described as:

Lot 30, Charlin Park, according to the plat thereof recorded in Plat Book Z, Page 130, in the Public Records of Orange County, Florida; and

**WHEREAS**, County filed several code enforcement liens against Estate of Loryce E. Ray and as a result of Estate of Loryce E. Ray's noncompliance with Orange County Code on the Subject Property they owned, the County was authorized and did file a foreclosure suit (Case No. 2018-CA-003208-O) in the Ninth Judicial Circuit, in and for Orange County, Florida; and

**WHEREAS**, Property Owner made a proposal of settlement in exchange from a discharge from the lis pendens filed in the foreclosure, dismissal of the foreclosure suit, and a release of liens for the following code enforcement board cases: CEB-2012-196723Z & CEB-2012-178746Z relating to the Subject Property, and the County has accepted the proposed settlement.

**NOW, THEREFORE**, in exchange for the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

1. **RECITALS**. The above recitals are true and correct and are incorporated herein by reference.

2. **SETTLEMENT AMOUNT**. Property Owner agrees to pay County the sum of Two Thousand and NO/100 Dollars (\$2,000.00) in full settlement of a release of the liens on the Subject Property, dismissal of the foreclosure suit, and a discharge of the lis pendens related to the foreclosure litigation, the lien, fines, attorney fees and other costs incurred by the County.

3. **PAYMENT**. Property Owner will deposit the Settlement Amount (Paragraph 2) in the Trust Account of the Vose Law Firm, 324 W. Morse Blvd, Winter Park, FL 32789, by wire transfer only, upon the approval of this Agreement by the County.

4. **COMPLIANCE, RELEASE OF LIEN, DISCHARGE OF LIS PENDENS**. The Property Owner agrees to keep the Subject Property in compliance with all Orange County's Codes,

*EV*

and failure to do so shall constitute default under this Agreement. Upon approval of the Settlement Agreement by the County and the Property Owner's payment of the Settlement Amount, the Escrow Agent shall release the escrow funds to the County after the release has been recorded in the public records of Orange County and the discharge of lis pendens has been filed in the foreclosure litigation.

5. **REDUCTION IN FINES.** Any reduction in fines pursuant to this Agreement is subject to reinstatement of the total fines due in the event of a default of any term of this Agreement.

6. **COUNTY'S NONEXCLUSIVE REMEDY IN CASE OF DEFENDANT'S DEFAULT.** Without limiting any of County's remedies pursuant to applicable law and this Agreement, in the event of Property Owner's default of this Agreement, including but not limited to Property Owner's failure to correct any future violations on the Subject Property, County shall be entitled to reinstate the lien(s) referenced herein and refile the Discharge of Lis Pendens in the pending foreclosure case as further specified in Paragraph 8.

7. **WAIVER OF DEFENSES AND RELEASE OF ORANGE COUNTY.** Property Owner, and Property Owner's successors and assigns, by Property Owner's execution hereof, waive any defense, setoff or counterclaim with respect to County's claim(s) in any future foreclosure or other litigation. Additionally, Property Owner does remise, release, acquit, satisfy, and forever discharge County, its Officers, Agents, and Attorneys from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Property Owner ever had, now have, or which any successor or assign of Property Owner hereafter can, shall or may have, against County, its Officers and Agents, for, upon, by reason of, or relating to, any matter, cause or thing, whatsoever, including but not limited to those arising from any and all dealings regarding the Subject Property.

8. **CONSENT TO JUDGMENT IN THE EVENT OF DEFAULT.** Property Owner agrees that should Property Owner fail to comply with the terms herein, Property Owner shall be in default. A default under this Agreement shall entitle County to reinstate the lien(s) referenced herein, and to obtain a final judgment foreclosing such lien(s). Any such judgment obtained by County shall be with notice to Property Owner and shall be obtained upon the filing of an affidavit by County stating the nature of any default under this Agreement and the amount due and owing for the liens less any payments made. Said judgment shall include costs and attorney's fees, and provide for the immediate issuance of execution.

9. **ENTIRE AGREEMENT.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.

10. **AUTHORITY.** Pursuant to Orange County Code Sec. 11-37(c)(1), this settlement must be approved by the Orange County Board of County Commissioners as the initial lien is more than one hundred thousand dollars (\$100,000.00). After this requirement has been met, the

signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.

11. **GOVERNING LAW.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Orange County, Florida. The parties expressly consent to such agreed jurisdiction and venue and waive any objections thereto.

**WHEREFORE,** this Agreement is entered into as of the date of last execution below.

**PROPERTY OWNER:**  
Estate of Loryce E. Ray

[Handwritten Signature]

Signature of Witness # 1

Loryce R Van Hoeck

By: Loryce R. Van Hoeck

Erin Hassler

Print or type name

[Handwritten Signature]

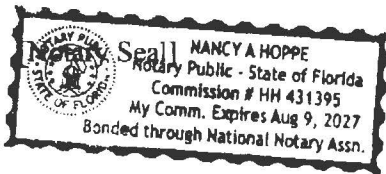
Signature of Witness #2

Nayda Montañez

Print or type name

STATE OF Florida  
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 20th day of November, 2023, Loryce R. Van Hoeck, who is personally known to me or who has produced drivers license as identification.

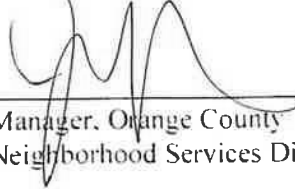


[Handwritten Signature]  
Notary Public

Nancy A Hoppe  
Name typed, printed or stamped

My Commission Expires: Aug 9th, 2027

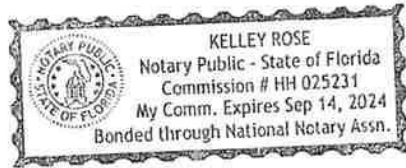
ORANGE COUNTY, FLORIDA

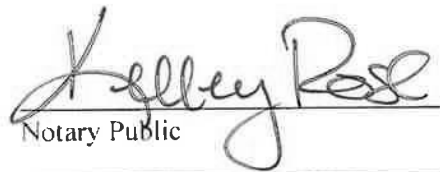
  
\_\_\_\_\_  
Manager, Orange County  
Neighborhood Services Division

STATE OF Florida  
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of  physical presence or  
 online notarization. this 30<sup>th</sup> day of January, 2024 by  
Jason Reynolds, as Manager for Orange County  
Neighborhood Services Division, who is personally known to me or who has  
produced \_\_\_\_\_ as identification.

[Notary Seal]



  
\_\_\_\_\_  
Notary Public

Name typed, printed or stamped  
My Commission Expires: 9/14/2024