

IN THE COUNTY COURT OF THE SEVENTH JUDICIAL CIRCUIT, FLAGLER COUNTY, FLORIDA

CASE NUMBER 2016 CC 000483

LANDLORD/TENANT STIPULATION

Whereas the landlord has filed an action for eviction, the landlord and tenant make the following agreement:

The defendant(s), John J. Graham

Agrees to pay the plaintiff, Richard N BAITA & Christopher Baiata as CO-trustees of the Marylon R Baita Revocable Living TRUST

\$ 10,250 back rent/fees, plus \$ 240 court costs, for a total of \$ 10,490
This amount covers all money due through December 31, 2016

This amount is payable as follows:

\$ 0 shall be paid to the plaintiff from the court registry.

\$ 0 shall be paid on or before _____

Subsequent payments in the amount of \$ _____ per week/month shall be made to the plaintiff beginning _____, and thereafter on [0 of each week]

[0 day of each month] until the total amount due is paid in full. Payment means receipt by the landlord and shall be by cashier's check or money order. This payment schedule is for past due amounts only and does not relieve the tenant from continuing to make other payments due under the lease. If, at any time prior to dismissal of this action, the plaintiff files a sworn affidavit that any payment under this stipulation or due under the current lease has not been made, the court may proceed to enter a judgment for possession and for the amount of back rent and costs stated in the affidavit with no notice to the defendant.

Payments shall be made to: N/A

The defendant(s) agree(s) to vacate the premises no later than 5:00pm on Sat, Jan 7th 2017

Defendant(s) agree to leave the premises in a clean "broom swept" condition, leaving no personal property or garbage on the premises. Upon the filing of an affidavit by the plaintiff stating that the defendant has failed to vacate by that time, a final judgment for possession will be entered by the court with no further notice to the defendant.

Other agreement(s) _____

Damages alleged after the tenant has vacated the premises may be determined at a later mediation/hearing. Distribution of security deposit, if any, shall be determined at that time.

If a final judgment has not been entered herein by April 7, 2017 (90 days after final payment date), this stipulation shall constitute a voluntary dismissal without prejudice of the claim and of the counter-claim, if any, filed herein.

Date: December 14, 2016

PLAINTIFF: [Signature]

DEFENDANT: [Signature]

Daytime Phone: _____

Daytime Phone: _____

[Signature]
County Court Judge

