

**Lien Number: NBNL11003187**

**Real Estate No. 072535-0010**

**Property Address: 1324 Iona St., Jacksonville, FL 32206 ("Property")**

**AGREEMENT TO REDUCE NUISANCE ABATEMENT and DEMOLITION LIENS**

**THIS AGREEMENT TO REDUCE NUISANCE ABATEMENT and DEMOLITION LIENS ("Agreement") is made this 11th day of April, 20 23, by and between the CITY OF JACKSONVILLE ("City"), and Harmony Family Group LLC ("Applicant").**

**RECITALS**

A. Applicant owns the above named Real Property ("Property") which is subject to a Nuisance Abatement or Demolition Lien or Liens ("Lien") in the total amount of \$2,615.74, including interest accrued to date, that was imposed by the City for certain violations of Chapter 518, *Ordinance Code*.

B. Applicant wishes to obtain a reduction of the Lien to purchase the Property or obtain financing to make repairs to the Property in order to rehabilitate the Property and bring said Property into compliance with the standards set forth in Chapter 518, *Ordinance Code*. Applicant understands that the City is unable to reduce the Lien until such time as the Property is in compliance with Chapter 518, *Ordinance Code*.

**NOW THEREFORE**, for the mutual covenants granted herein and other good and valuable consideration, which is hereby acknowledged, the parties agree to the following:

1. **Purpose of Agreement.** The purpose of this Agreement is to state the terms and conditions to be fulfilled by Applicant and the City for the reduction of the Lien imposed against the Property, upon completion of all repairs necessary to bring the Property into compliance with Chapter 518, *Ordinance Code*.

2. **Plans and Permit required.** If required by the City, within 180 (one hundred eighty) days of the execution of this Agreement, Applicant shall provide to City a copy of the plans and specifications ("Plans and Specifications") and any permits necessary to rehabilitate the property or complete the repairs (the "Improvements") or demolition of the structure on the property in order to bring the Property into compliance with Chapter 518, *Ordinance Code* and any other applicable codes, including, but not limited to the Florida Building Code. If Applicant does not receive the final permits referenced in this section within 180 (one hundred eighty) days of execution of this Agreement, then City, may agree to extend the time period for Applicant receiving these permits; otherwise, this Agreement shall be terminated.

3. **Completion Date.** Construction of the improvements shall commence no later than 2 (two) years after the execution of this agreement. Construction of the Improvements shall be completed by April 11, 2025 (date to be agreed upon between the City and the applicant). This agreement shall terminate if completion does not occur by the specified date. Construction shall be in accordance with any Plans and Specifications provided pursuant to Paragraph 2 hereof. Applicant shall diligently and in good faith pursue completion of the Improvements, in accordance with any approved Plans and Specifications, in accordance with all permits necessary to complete the

Improvements, and in accordance with Chapter 518, *Ordinance Code* and any other applicable regulations, and shall substantially complete such Improvements, at its sole cost and expense, on or before the agreed upon completion date (the "Compliance Date").

4. **Reduction of Lien.** Upon completion of the improvements and submission of supporting documentation, City hereby agrees that it shall reduce the Nuisance and Demolition Liens recorded against the Property pursuant to the authority of Ordinance No. 2016-766-E no later than thirty (30) days after the Compliance Date. The Nuisance and Demolition Lien Abatement and Reduction Policy 2020 Update shall govern the lien reduction under the Tier 2 requirement. If the City of Jacksonville approves the proposal, and the work is completed by the specified completion date and costs incurred are sufficiently documented, the City will reduce the aggregated lien amount by one (1) dollar for every five (5) dollars spent by the Applicant to accomplish the improvement up to the first \$30,000 of improvements. The City will then reduce the aggregated lien amounts by one (1) dollar for every two (2) dollars spent over \$30,000 until the total amount of the lien (s) including the principal amount and accrued interest are extinguished. Applicant shall provide sworn documentation which describes and details the costs expended to complete the improvements.

5. **Conditions.** While the structure located on the Property is under rehabilitation it shall be kept safe and secured. The Property shall also be kept free of rubbish and excessive overgrowth of weeds and shrubbery.

6. **Default.** If, at any time during the term of this Agreement, it shall come to the attention of City that Applicant is not performing its obligations under this Agreement, City may, at its option, proceed as follows:

a. Terminate this Agreement and proceed with action to abate the nuisance/unsafe conditions and impose a lien against the Property; or

b. Terminate this Agreement and refer the case to the Special Magistrate/Board which has the authority to impose fines of up to \$250.00 per day for each day the violation(s) continue (\$500.00 per day for repeat offenders).

7. **Miscellaneous.**

7.1 **Notices.** For purposes of this Agreement, all notices provided herein shall be emailed, sent certified mail, return receipt requested, by hand delivery, by overnight courier, or by facsimile machine with receipt confirmed, to the address referenced below:

If to the City:                      City of Jacksonville Accounting Division  
   ATTN: Manager, Accounts Receivable  
   117 W. Duval Street, Ste. 375  
   Jacksonville, Florida 32202  
   Tel: (904) 630-3675

If to Applicant

DAVID SHACTER  
TERRAWISE HOMES, INC.  
1334 WALNUT ST.  
JACKSONVILLE, FL 32206  
Tel: 904-465-2514  
Email: dshacter@TerraWiseHomes.com

7.2 **Agreement Format.** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

7.3. **Execution of Agreement.** This Agreement may be simultaneously executed in two or more counterparts, each of which shall be deemed an original.

7.4 **Entire Agreement/Non-Waiver/Amendment.** This Agreement constitutes the complete agreement between the parties with respect to its subject matter and all antecedent or contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement and superseded by its delivery. No provision of this Agreement may be waived unless such waiver is set forth in writing signed by the party to be charged and this Agreement otherwise may be modified or amended only by a written instrument signed by Applicant and City.

7.5 **Severability.** If any part of this Agreement is finally found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue to be enforceable.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date set forth above.

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**CITY**

**CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida

By: [Signature]  
Name: Patrick "Joey" Greive  
Director of Finance & Administration

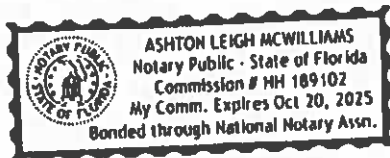
By: [Signature]  
Name: ~~Brad Farmer~~ PETER V KAJOKAS  
Assistant Comptroller

**APPLICANT**

By: [Signature]  
Print Name: DAVID A. SHACTER  
Title: MANAGING MEMBER

**STATE OF FLORIDA**  
**COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 12 day of April, 2023, by David Shacter (check one) ☐ in his/her personal capacity, or ☐ in his/her capacity as the Owner of Harmony Family Group LLC, Florida LLC, on behalf of the LLC. He/She (check one) ☒ is personally known to me or ☐ has produced a valid driver's license as identification.



Ashton McWilliams  
Notary Public, State of Florida  
Name: Ashton McWilliams  
My Commission Expires: 10/20/2025  
My Commission Number is: HH189102

Approved as to form:

By: [Signature]  
Name: \_\_\_\_\_  
Its: Assistant General Counsel

City Of Jacksonville  
Statement of Liens  
As Of 4/11/2023



RE Number: 072535-0010

Owner: ~~HOME IONIA INC~~

Phone:

Email:

HARMONY FAMILY GROUP LLC

**Current Liens For Address 1324 IONIA ST:**

Lien No.	Lien Type	Created	Initial Fee	Interest	Payment	Balance
NBNL11003187	Nuisance	1/24/2011	\$1,029.54	\$1,586.20	\$0.00	\$2,615.74
Total Liens:		1	\$1,029.54	\$1,586.20	\$0.00	\$2,615.74

**HARMONY FAMILY GROUP LLC**  
426 ORANGE BLUFF AVE  
JACKSONVILLE, FL 32211

**Primary Site Address**  
1324 IONIA ST  
Jacksonville FL 32206

**Official Record Book/Page**  
19465-00687

**Title #**  
6412

**1324 IONIA ST****Property Detail**

RE #	072535-0010
Tax District	USD1
Property Use	0000 Vacant Res < 20 Acres
# of Buildings	0
Legal Desc.	For full legal description see Land & Legal section below
Subdivision	01188 SRINGFELD S/D BLK 3,5,9 ,
Total Area	2181
Characteristics	Historic Designation

The sale of this property may result in higher property taxes. For more information go to [Save Our Homes](#) and our [Property Tax Estimator](#). 'In Progress' property values, exemptions and other supporting information on this page are part of the working tax roll and are subject to change. Certified values listed in the Value Summary are those certified in October, but may include any official changes made after certification. [Learn how the Property Appraiser's Office values property.](#)

**Value Summary**

Value Description	2022 Certified	2023 In Progress
Value Method	CAMA	CAMA
Total Building Value	\$2,892.00	\$0.00
Extra Feature Value	\$0.00	\$0.00
Land Value (Market)	\$35,239.00	\$35,239.00
Land Value (Agric.)	\$0.00	\$0.00
Just (Market) Value	\$38,131.00	\$35,239.00
Assessed Value	\$28,391.00	\$28,861.00
Cap Diff/Portability Amt	\$9,740.00 / \$0.00	\$6,378.00 / \$0.00
Exemptions	\$0.00	See below
Taxable Value	\$28,391.00	See below

**Taxable Values and Exemptions – In Progress**

If there are no exemptions applicable to a taxing authority, the Taxable Value is the same as the Assessed Value listed above in the Value Summary box.

County/Municipal Taxable Value  
No applicable exemptions

SJRWMD/FIND Taxable Value  
No applicable exemptions

School Taxable Value  
No applicable exemptions

**Sales History**

Book/Page	Sale Date	Sale Price	Deed Instrument Type Code	Qualified/Unqualified	Vacant/Improved
<a href="#">19465-00687</a>	11/18/2020	\$25,000.00	SW - Special Warranty	Unqualified	Improved
<a href="#">15792-01101</a>	11/11/2011	\$100.00	WD - Warranty Deed	Unqualified	Improved
<a href="#">14875-00467</a>	5/11/2009	\$12,000.00	QC - Quit Claim	Unqualified	Improved
<a href="#">14657-00605</a>	7/30/2008	\$6,000.00	QC - Quit Claim	Unqualified	Improved
<a href="#">14657-00604</a>	7/30/2008	\$100.00	QC - Quit Claim	Unqualified	Improved
<a href="#">13835-02393</a>	2/23/2007	\$100.00	CT - Certificate of Title	Unqualified	Vacant

**Extra Features**

No data found for this section

**Land & Legal****Land**

LN	Code	Use Description	Zoning Assessment	Front	Depth	Category	Land Units	Land Type	Land Value
1	0101	RES MD 8-19 UNITS PER AC	RMD-S	34.83	62.50	Common	34.83	Front Footage	\$35,239.00

**Legal**

LN	Legal Description
1	2-4 12-25-26E .049
2	SPRINGFIELD
3	W 50FT LOT 12 BLK 86

**Buildings**

No data found for this section

**2022 Notice of Proposed Property Taxes Notice (TRIM Notice)**

Taxing District	Assessed Value	Exemptions	Taxable Value	Last Year	Proposed	Rolled-back
Gen Govt Ex B & B	\$28,391.00	\$0.00	\$28,391.00	\$295.32	\$321.30	\$294.59
Urban Service Dist1	\$28,391.00	\$0.00	\$28,391.00	\$0.00	\$0.00	\$0.00
Public Schools: By State Law	\$38,131.00	\$0.00	\$38,131.00	\$91.88	\$123.39	\$119.37
By Local Board	\$38,131.00	\$0.00	\$38,131.00	\$58.02	\$85.72	\$75.38
FL Inland Navigation Dist.	\$28,391.00	\$0.00	\$28,391.00	\$0.83	\$0.91	\$0.81
Water Mgmt Dist. SJRWMD	\$28,391.00	\$0.00	\$28,391.00	\$5.65	\$5.60	\$5.60
Urb Ser Dist1 Voted	\$28,391.00	\$0.00	\$28,391.00	\$0.00	\$0.00	\$0.00
			Totals	\$451.70	\$536.92	\$495.75

Description	Just Value	Assessed Value	Exemptions	Taxable Value
Last Year	\$25,810.00	\$25,810.00	\$0.00	\$25,810.00
Current Year	\$38,131.00	\$28,391.00	\$0.00	\$28,391.00

**2022 TRIM Property Record Card (PRC)**

This PRC reflects property details and values at the time of the original mailing of the Notices of Proposed Property Taxes (TRIM Notices) in August.



*John Overton*  
**TAX COLLECTOR**  
*Serving You*

## Welcome to the Tax Collector Lien Info Application

**Disclaimer:** The Duval County Tax Collector is pleased to provide you with convenient online access to your Lien data. This web portal provides access 24 hours a day, 7 days a week. The information contained herein does not constitute a title search and should not be relied on as such. There may be additional balances that do NOT display on this website. The Amount Due is valid for the current month ONLY.

Search for Liens by Real Estate Number

Enter Real Estate  
Number

072535-0010

Search

Clear

[Export to Excel](#)

Lien Number	Lien Type	Lien Date	Amount Due (As of 04/11/2023)
N8NL11003187	Nuisance	01/24/2011	\$2,615.74




If you experience difficulty viewing or accessing the documents provided on this site, or navigating this application's table features, using any assistive technology please contact the Disabled Services Division at (904) 255-5466 or (904) 255-5475 to request an accommodation.  
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Version 1.0.

City of Jacksonville  
Finance and Administration Department  
Accounting Division  
117 West Duval Street, Suite 375  
Jacksonville, Florida 32202

Disposition of Lien Agreements  
Routing Slips

SEQ	DESTINATION	INITIAL	DATE RCVD	DATE FORWARDED	INSTRUCTION
1	Peter Kajokas (AFAC)	PVK	4/21/2023	4/21/2023	Please sign page 4 then Return to Obaku Nyomah in Accounting Division.
2	Cherry Pollock (OGC)	CP	4/22/23	5/2/23	Please sign page 4 then Forward to #3
3	Patrick "Joey" Greive (AFOD)		5/4	5/5	Please sign page 4 then Forward to #2

Comments: Please make sure we have all signatures before it's returned to the sender....Thank you.

Sender: Obaku Nyomah	Date: 04/20/2023
Finance and Admin Depart, Accounting	Phone: x 5268

Lien Agreement Amount      \$2,615.74