

Lien Number: NBNL18002173, NBNL16000671, NBNL15006307, NBNL15004073, NBNL14005101, NBNL14003171, NBNL13005525, NBNL13003039, NBNL12006845, NBNL12001077, NBNL11007245, NBNL11002288, NBDL10006451, NBNL10005582, NBNL10002112, NBNL09001748 & NBNL08001392

Real Estate No. 114619-0020

Property Address: 1402 Florida Ave., 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 17th day of May, 2023, by and between the **CITY OF JACKSONVILLE** ("City"), and **EASTSIDE FUTURES 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 \$32,890.22, 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 in order 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 May 17, 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 Eastside Futures LLC
ATTN: Manager
40 E. Adams Street, Ste. 350
Jacksonville, Florida 32202
Tel: (617) 935-2791
Email: david@liftjax.org

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: Brian Hughes
Chief Administrative Officer

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
~~Executive Order~~ No: 2019-02

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

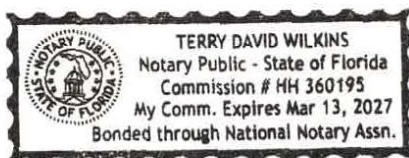
By: [Signature]
Name: Peter Kajokas
Assistant Comptroller, Accounting Division

APPLICANT

By: [Signature]
Print Name: DAVID GARFUNKEL
Title: MANAGER

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 18 day of MAY, 2023 by DAVID GARFUNKEL (check one) ☐ in his/her personal capacity, or ☐ in his/her capacity as the MANAGER of EASTSIDE FUTURES LLC a Florida LIMITED LIABILITY COMPANY, on behalf of the LLC. He/She (check one) ☐ is personally known to me or ☒ has produced a valid driver's license as identification.



[Signature]
Notary Public, State of Florida
Name: TERRY DAVID WILKINS
My Commission Expires: 03/13/2027
My Commission Number is: HH 360195

Approved as to form:

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