

Case No: _____

Address: _____ **ORBK PG** _____

**AGREEMENT FOR SETTLEMENT OF FINES IMPOSED BY THE
MUNICIPAL CODE ENFORCEMENT BOARD/SPECIAL MAGISTRATE**

THIS AGREEMENT FOR SETTLEMENT OF FINES IMPOSED BY THE MUNICIPAL CODE ENFORCEMENT BOARD/SPECIAL MAGISTRATE (“Agreement”) is made this ___ day of _____, 20___ (“Effective Date”), by and between the **CITY OF JACKSONVILLE** (“City”), and **Live Oak Ancient City Living LLC** (“Owner”).

R E C I T A L S

A. Owner is identified as the individual who (check one) owns or has executed a contract of sale with the current record property owner of certain real property (the “Property”) which Property is subject to a fine imposed by the Special Magistrate/Board under the authority of Florida Statutes Chapter 162, and Chapter 91, *Ordinance Code*, for certain violations of Chapter 518 and Chapter 656, *Ordinance Codes*, (the “Property Safety Code”) as more specifically described in the order imposing the fine, which is recorded in the public records of Duval County, Florida.

B. Pursuant to Section 162.09(3), Florida Statutes, a fine imposed pursuant to Chapter 162, Florida Statutes shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to that section, whichever occurs first.

C. Owner wishes to obtain a reduction of the fines. Owner understands that pursuant to paragraph B above, the City is unable to release the fines until such time as the Property is brought into compliance with the Jacksonville Ordinance Code.

D. In order to facilitate the process of achieving compliance, the Owner wishes to enter into this Agreement so that Owner will have a commitment from the City as to the amount necessary for reduction or release of the fine once the Property is rehabilitated and brought into compliance.

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 Owner and City for the reduction of the fine imposed against the Property upon completion of all repairs necessary to bring the Property into compliance with the Jacksonville Ordinance Code. City acknowledges that Owner will substantially rely on the various agreements and commitments of City contained in this Agreement and will incur substantial expense in realization of the activities contemplated under the terms of this Agreement. Owner acknowledges that City will substantially rely upon its performance and will reduce the fine in realization of this Agreement should conditions be met. The date of execution of this Agreement shall be the date specified by the Assistant General Counsel as affixed beneath their signature.

2. **Closing on Sale and Permitting of Improvements.** Within **three hundred sixty-five (365)** days from the date of execution of this Agreement, Owner shall close on the sale of the Property, becoming the principal owner. Within **three hundred sixty-five (365)** days from the date of execution of this Agreement, Owner shall provide to the City a copy of the plans and specifications (“Plans and Specifications”) for the rehabilitation of the Property. Owner shall file a complete application for any permits and approvals necessary to rehabilitate the Property or complete the repairs (the “Improvements”) to bring the Property into compliance with the Property Safety Code and any other applicable codes, including, but not limited to the Florida Building Code within **three hundred sixty-five (365)** days from the date of execution of this Agreement. If Owner does not receive the final permits referenced in this section within **three hundred sixty-five (365)** days from the date of execution of this Agreement, then the City, through the Chief of the Municipal Code Compliance Division, may agree to extend the time for Owner receiving these permits; otherwise, this Agreement shall be terminated without notice.

3. **Completion of Improvements.** Construction shall be in accordance with any Plans and Specifications provided pursuant to Paragraph 2 hereof. Owner 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, within the time selected in paragraph 4, below, as calculated from the Effective Date of this Agreement (the “Completion Date”). The Improvements shall be deemed substantially complete when the Chief of the Municipal Code Compliance Division or their designee certifies to Owner and City that the construction of the Improvements has been substantially completed in accordance with Chapter 518 or Chapter 656, *Ordinance Codes*, and any Plans and Specifications, and such date shall be deemed the “Compliance Date.” Owner shall successfully notify the Municipal Code Compliance Division of the anticipated Completion Date at least thirty (30) days prior to such anticipated Completion Date. No later than thirty (30) days after the Compliance Date, City shall deliver to Owner a release of the Order recorded against the Property (the “Lien”).

4. **Settlement or Release of Fine(s)/Lien(s).** After the Compliance Date, City hereby agrees that it shall execute a release of the Special Magistrate/Board Order recorded against the Property in exchange for payment in the amount of (*check one*) \$1,500 (compliance within 12 months) \$2,500 (compliance within 18 months) \$4,000 (compliance within 48 months) (hereinafter, the “Settlement Amount”). At the time of execution of this Agreement, Owner shall deliver to City full payment of the Settlement Amount in either a cashier’s check or certified funds. Owner acknowledges that, if the Property is not brought into compliance within the time specified in this Agreement, all rights and obligations under this Agreement shall immediately terminate without further notice. Owner is limited to a maximum four (4) year span. **Owner acknowledges that the Settlement Amount is non-refundable.**

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, the Owner fails to perform its obligations under this Agreement, and fails to cure the deficiency within ten (10) days after written notice from the City, the City may terminate this Agreement and exercise any of its

legal rights to enforce the Lien, including without limitation, proceeding with the foreclosure action as specified in paragraph 8.7 below.

7. **Notices.**

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

Administration Manager, Municipal Code Compliance Division
City of Jacksonville
214 N Hogan Street, 7th Floor
Jacksonville, Florida 32202
Tel: (904) 255-7000

7.2 **Notices to the Owner.** For purposes of this Agreement, all notices provided to the Owner shall be sent via certified mail, return receipt requested, to the address referenced below.

Live Oak Ancient City Living LLC
c/o Paul Bertozzi
100 North Laura Street, Ste. 900
Jacksonville, Florida 32202
Tel: (904) 497-1500

Cc: Burr Forman
c/o Jason Gabriel
50 North Laura Street, Ste. 3000
Jacksonville, Florida 32202
Tel: (904) 232-7211

8. **Miscellaneous.**

8.1 **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.

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

8.3 **Entire Agreement/Non-Waiver.** 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.

8.4 **Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement.

8.5 **Force Majeure.** Neither party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which by the exercise of due diligence it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to, the following:

- (a) strike, work stoppage or slowdown;
- (b) acts of God (except normal weather conditions for the Jacksonville, Florida area), hurricane, tornado, lightning or earthquake;
- (c) acts of war, civil insurrection or terrorism;
- (d) fire or flood not caused by the party unable to perform; or
- (e) any unforeseeable causes, as determined in the sole discretion of the Chief, Municipal Code Compliance Division.

8.6 **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.

8.7 **Status of Pending Lien Foreclosure Action.** By signing below, the Parties and signatories agree that they will jointly request the Court in the foreclosure action to stay or administratively close the case, allowing the case to be reopened and prosecuted in the event of a default. If the Court does not agree to stay or administratively close the case, the Parties and signatories agree to file a joint notice of dismissal without prejudice, which expressly provides that the dismissal shall not act as a bar or *res judicata* to the City's filing of a future foreclosure action on the Administrative fine lien. By signing below, Laura Trio LLC expressly waives any defense on the basis of *res judicata* or any other legal defense or assertion that would prohibit the City from pursuing the foreclosure in the event of a default of this Agreement.

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

“CITY”

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

By: _____
Name: _____
Title: _____

**LIVE OAK ANCIENT CITY LIVING LLC
"OWNER"**

(X) _____
Name: _____

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence of online notarization, this ____ day of _____, 20____, by _____
(check one) in his/her personal capacity, or in his/her capacity as the _____
_____ of _____, a Florida _____, on behalf of the
_____. He/She (check one) is personally known to me or has produced a valid driver's license as identification.

Notary Public, State of Florida
Name: _____
My Commission Expires: _____
My Commission Number is: _____

**LAURA TRIO LLC
as to Section 8.7 only**

(X) _____
Name: _____

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence of online notarization, this ____ day of _____, 20____, by _____
(check one) in his/her personal capacity, or in his/her capacity as the _____
_____ of _____, a Florida _____, on behalf of the
_____. He/She (check one) is personally known to me or has produced a valid driver's license as identification.

Notary Public, State of Florida
Name: _____
My Commission Expires: _____
My Commission Number is: _____

Approved as to form:

By: _____

Date of Execution: _____

Name: Cherry S. Pollock

Its: Assistant General Counsel