

**Lien Number: NBDL16003378**

**Real Estate No. 072715-0000**

**Property Address: 439 E 1<sup>st</sup> 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 26<sup>th</sup> day of January 2024, by and between the CITY OF JACKSONVILLE ("City"), and Terrawise Homes Inc ("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 \$104,795.66, 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 one hundred eighty (180) 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. Construction of the improvements shall commence no later than one hundred eighty (180) days after the execution of this agreement. If Applicant does not receive the final permits referenced in this section within one hundred eighty (180) 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 without notice.

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 January 26, 2026 (date to be agreed upon between the City and the applicant). This



If to Applicant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Email: \_\_\_\_\_

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.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.**

CITY

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

By: \_\_\_\_\_  
Name: Karen Bowling  
Chief Administrative Officer

By: \_\_\_\_\_  
Name: Anna Brosche  
CFO/Director of Finance & Administration

By: \_\_\_\_\_  
Name: Peter Kajokas  
Assistant Comptroller

APPLICANT

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me 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: \_\_\_\_\_  
Name:  
Its: Assistant General Counsel