

Lien Number: NBNL15000338, NBNL14003280 NBNL13006496, NBNL13004902, NBNL13003015, NBNL12006635, NBNL11007831, NBNL11004514, NBNL11000621,

Real Estate No. 100703-0000

Property Address: 4422 Ortega Blvd., Jacksonville, FL 32210 ("Property")

AGREEMENT TO REDUCE NUISANCE AND DEMOLITION LIENS

THIS AGREEMENT TO REDUCE NUISANCE and DEMOLITION LIENS ("Agreement") is made this ___ day of _____, 2021, by and between the **CITY OF JACKSONVILLE** ("City"), and **V AND O Partners, LLC** ("Applicant").

RECITALS

A. Applicant owns the above named Real Property ("Property") which is subject to a Nuisance or Demolition Lien or Liens ("Lien") in the total amount of \$15,051.49, 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 _____ (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

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: Brian Hughes
Chief Administrative Officer

By: _____
Name: Patrick "Joey" Greive
Director of Finance & Administration

By: _____
Name: Terri Marks
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: Cherry Shaw Pollock
Its: Assistant General Counsel