

Lien Number: NBNL11003187

Real Estate No. 072535-0010

Property Address: 1324 Ionia Street, Jacksonville, FL 32206 ("Property")

AGREEMENT TO REDUCE NUISANCE ABATEMENT LIEN

THIS AGREEMENT TO REDUCE NUISANCE ABATEMENT LIEN ("Agreement") is made and entered into on this ____ day of _____, 20____, by and between the **CITY OF JACKSONVILLE, FLORIDA** ("City") and **TERRAWISE HOMES, INC.** ("Applicant").

R E C I T A L S

A. Applicant owns or intends to purchase the above-referenced property ("Property") which is subject to one nuisance abatement lien (the "Lien") in the total amount of \$2,842.34, including interest accrued to date, which Lien 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, in its sole discretion, 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 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 section 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 “Completion Date”).

4. **Reduction of Lien.** Upon timely completion of the Improvements and submission of supporting documentation, City hereby agrees that it shall reduce the Lien recorded against the Property pursuant to the authority of Ordinance No. 2016-766-E no later than thirty (30) days after the Completion Date. The Nuisance and Demolition Lien Abatement and Reduction Policy 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 dollar for every five dollars spent by the Applicant to accomplish the Improvements up to the first \$30,000 of Improvements. The City will then reduce the aggregated lien amounts by one dollar for every two dollars spent over \$30,000 until the total amount of the Lien, including the principal amount and accrued interest, is 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 sent certified mail, return receipt requested, by hand delivery, or by overnight courier with receipt confirmed, to the addresses referenced below:

If to City: City of Jacksonville Finance Department
 ATTN: Manager, Accounts Receivables
 117 W. Duval Street, Ste. 375
 Jacksonville, Florida 32202
 Tel: (904) 630-3675

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.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

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

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

By: _____
Name: Karen Bowling
Chief Administrative Officer

By: _____
Name: Marcia Saulo
Assistant Comptroller

By: _____
Name: Anna Brosche
Director of Finance Department

APPLICANT

By: _____
Print Name: _____
Title: _____

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of physical presence
 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: _____
Name: _____
Its: Assistant General Counsel