

CODE ENFORCEMENT LIEN SETTLEMENT AND COMPLIANCE AGREEMENT

THIS CODE ENFORCEMENT LIEN SETTLEMENT AND COMPLIANCE AGREEMENT ("Agreement") is entered into this _____ day of September, 2021, between the CITY OF GAINESVILLE, FLORIDA ("City"), a Florida municipality, and MUSA BLOUNT ("Owner").

WHEREAS, Owner and City (collectively referred to as "Parties"), hereby acknowledge and agree that the code enforcement liens described in Exhibit "A" ("Liens") are currently due and owing against property located at 2325 SE 9th Place, Gainesville, Florida 32605 ("Property"), Tax Parcel No. 16054-036-000, for which the legal description is stated in the Tax Deed recorded at Book 4499, Page 968, Official Records of Alachua County, Florida.

WHEREAS, the City desires to protect and enhance the character and quality of its neighborhoods, and to maintain compliance with City Codes, and as such has agreed to reduce the amount of the fines, penalties and interest due and owing under the Liens so long as Owner agrees to perform certain work on the Property and in such time periods as more particularly described herein; and

WHEREAS, Owner wishes to perform certain work described in his Request for Reduction/Rescission of Fine & Costs that the Special Magistrate recommended for approval, along with the work plan, at the code enforcement hearing of August 12, 2021; and

WHEREAS, the City and Owner believe that the work will be an enhancement to the Property and neighborhood, and the Parties are in agreement with the lien reduction, property improvements, and the terms and conditions set forth herein.

WHEREAS, the Gainesville City Commission approved the essential terms of this Agreement at a public meeting on _____, 2021.

NOW, THEREFORE, in consideration of mutual conditions, the Parties hereby agree as follows:

1. This Agreement shall become effective upon execution and shall remain in effect until the above-referenced work has been completed.
2. Owner shall perform the work described in his Request for Reduction/Rescission of Fine & Costs submitted on June 30, 2021, attached and incorporated as Exhibit B, at a projected cost of \$3,000.00. Time is of the essence, and all work shall be completed by **November 30, 2021**.

3. Owner shall keep the Property free from code violations for the term of this Agreement.
4. Owner shall pay One hundred and fifty Dollars (\$150.00) to the City for the reduce fines accrued. Such payment shall be made within thirty (30) days of execution of this Agreement.
5. Upon receipt of full payment in accordance with paragraph 4, above, all fines and Liens shall be rescinded and the City shall record a Satisfaction and/or Release of Lien in the official public records.
6. In the event that the Owner fails to perform any of their above obligations, the Owner shall owe the City liquidated damages of \$100/day for non-compliance for the first ninety (90) days after execution of the Agreement.
7. This Agreement shall run with the land through the term of the Agreement, and until all requirements and obligations have been fulfilled.
8. This Agreement shall be interpreted in accordance with the laws of the State of Florida, except for its conflict of laws provisions. In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings shall be in Alachua County, Florida.
9. The Owner will not assign or transfer any interest in this Agreement without prior written consent of the City.
10. This Agreement does not create any relationship with, or any rights in favor of, any third party.
11. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
12. The Parties may amend this Agreement only in writing signed by both parties hereto.
13. This Agreement shall not be construed more strictly against one party than the other merely by virtue of having been prepared by one of the Parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

14. This Agreement constitutes the entire contract between the Parties and supersedes all prior written or oral agreements, understandings or representations.

IN WITNESS WHEREOF the Parties have executed this Agreement on the day first above written.

CITY OF GAINESVILLE:

OWNER:

Lee Feldman, City Manager



Musa Blount

Date: _____

Date: SEPTEMBER 27TH, 2021

Approved as to Form and Legality

City Attorney