

## LIEN RELEASE AND CODE COMPLIANCE AGREEMENT

THIS LIEN RELEASE AND CODE COMPLIANCE AGREEMENT ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between the City of Largo, Florida, a municipal corporation ("City") and \_\_\_\_\_ ("Applicant") whose mailing address is \_\_\_\_\_ for the property located at \_\_\_\_\_ with Parcel ID # \_\_\_\_\_ ("Property").

### RECITALS:

WHEREAS, in an effort to protect and improve the health, safety and welfare of its citizens, the City of Largo utilizes an administrative code enforcement system in accordance with Chapter 162, Florida Statutes, which results in the imposition of administrative fines and non-criminal penalties for violations of City code; and

WHEREAS, municipal code enforcement board orders imposing fines for violation of City code are recorded in the public records as a lien against the land upon which a violation exists and any other real or personal property owned by the violator; and

WHEREAS, the Applicant is purchasing, or has recently purchased the Property which is a one or two family residential property that is subject to liens imposed for violations of City code by a previous owner; and

WHEREAS, the Applicant desires to contract with the City of Largo to bring the Property into compliance in accordance with this Agreement in exchange for a release of code enforcement liens recorded against the Property.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Applicant affirms that it is a recent purchaser of the Property or is under contract to purchase the Property as evidenced by the contract for purchase of real property attached hereto as Exhibit "A". A "recent purchaser" means Applicant has purchased (closed) on the Property within the sixty (60) days immediately preceding the Effective Date of this Agreement. Applicant understands and agrees this program is only applicable to one and two family residential properties located within the City of Largo.
3. Applicant affirms that it is not a prior owner of the Property, an agent or other representative of a prior owner, that Applicant is not related to the/a prior owner of the Property and that Applicant is not an officer, director, manager, employee or agent of an entity that is a prior owner of the Property. In the event Applicant is under contract to purchase the Property, Applicant further affirms it is not a current owner, related to the current owner, is not an officer, director, manager, employee or agent of the current owner and is not otherwise a representative of the current owner.
4. The Agreement Term shall commence on the Effective Date and shall terminate as provided herein or upon the City's recording of a satisfaction and release of lien document in the public records of Pinellas County, Florida as contemplated herein.

5. Applicant shall deliver to the City, contemporaneously with a fully executed Agreement, a non-refundable administrative fee of \$250.00 plus any applicable special inspection fees assessed by the City for inspection of the Property to ascertain its condition and to determine the outstanding violations to be corrected.

6. The City will inspect the Property within ten (10) business days of its receipt of a completed Code Lien Waiver Application and payment of the administrative fee and any applicable inspection fees. The purpose of the inspection is to identify any existing violations of the City of Largo Code of Ordinances and the City of Largo Comprehensive Development Code ("City Codes"). All items requiring correction will be identified on the Inspection Checklist attached hereto as Exhibit "B". Applicant understands the Checklist may include items that are in addition to the violations resulting in existing code enforcement fines. Applicant shall correct all items identified in Exhibit B before the City releases any code enforcement liens in accordance with this Agreement.

7. The City code enforcement liens intended to be released upon Applicant's successful completion of all obligations hereunder are identified in the attached Exhibit "C". This Agreement shall address the release of only those City liens listed on Exhibit C. This Agreement shall not affect any other type of City lien (i.e. liens for special assessments, utility liens, or property clearing liens).

8. Applicant will have five (5) business days from receipt of the Inspection Checklist to notify the City whether it wishes to proceed with correction of all items identified thereon. Applicant shall notify the City of its desire to proceed by executing this Agreement and signing and dating Exhibit B where noted and returning it to the City (the "Commitment Date"). If Applicant does not desire to proceed, or if Applicant fails to return a signed copy of Exhibit B within the 5 day time period, this Agreement shall terminate immediately without any further action from the City.

9. Applicant shall have ninety (90) calendar days from the Commitment Date to close on the Property and to secure all necessary permits required for completion of any work to address the items identified on Exhibit B. In the event Applicant fails to close on the Property or fails to obtain all necessary permits within the 90 day time period, this Agreement shall terminate immediately without any further action. The date on which Applicant has closed on the Property and/or has obtained all necessary permits, whichever occurs later, shall constitute the start of a ninety (90) day period during which all work must be completed (the "Completion Term"). If Applicant is a recent purchaser who purchased the property prior to entering into this Agreement, and if no permits are required to bring the property into compliance, the Completion Term shall begin on the date Applicant signs Exhibit B.

10. The Completion Term may be extended by the City's Development Controls Officer (DCO) or his/her designee only for good cause shown. The DCO may extend the Completion Term up to a maximum of an additional ninety (90) calendar days, provided Applicant demonstrates the delays were caused by circumstances beyond Applicant's control such as acts of God or a material suppliers' failure to deliver goods. Applicant must provide the DCO proof of the extenuating circumstance(s) necessitating an extension of the Completion Term. A performance bond may be required, at the DCO's sole discretion, before an extension of the

Completion Term is granted. The DCO's determination whether or not to extend the Completion Term shall be final. Only one (1) extension may be granted.

11. Applicant, if required by law, shall ensure that properly licensed contractors and/or subcontractors are retained to complete the work necessary to bring the Property into compliance. Applicant shall deliver copies of contracts or other documentation identifying the licensed contractors retained to complete the work, as applicable, to the City's Building Division prior to allowing the contractor(s) and/or subcontractor(s) to commence any work on the Property.

12. Applicant shall be responsible to ensure all required inspections are scheduled, in proper order, for all phases of the work conducted on the Property. Applicant shall be responsible to ensure all work is timely completed such that all final inspections are conducted and a certificate of occupancy or certificate of completion (where applicable) is issued prior to the expiration of the Completion Term.

13. Applicant shall, at all times, ensure the Property is properly secured. Applicant shall also ensure that any vegetation on the Property is maintained in accordance with City Codes and that all trash and debris is properly stored and disposed of in an approved, adequately sized receptacle and removed from the Property on a routine basis.

14. All disputes arising under this Agreement shall be resolved by the DCO whose decision shall be final.

15. Applicant shall grant the DCO, his/her designee(s), and any code enforcement officers or building inspectors access to the Property for all required inspections and to confirm work is being conducted in compliance with this Agreement and any associated permits.

16. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.** Unless otherwise stated, time periods herein shall include Saturdays, Sundays, and state and national legal holidays, and any time period provided for herein shall end at 5:00 p.m. local time. In the event a date Applicant or City is required to complete an obligation or task identified hereunder falls on a weekend or holiday, the due date for completion of that task or obligation shall automatically roll over to the next City business day.

17. Upon Applicant's successful completion of all work necessary to bring the Property into compliance with the violations identified in Exhibit B (including timely completion of all final inspections where applicable), the City will execute and record appropriate documents for satisfaction and release of the code enforcement liens against the Property as identified in Exhibit C. **In the event Applicant fails to timely fulfill any term or condition of this Agreement, including but not limited to completion of all work necessary to bring the Property into compliance within the times periods identified, Applicant shall be in default and this Agreement will terminate automatically without any further action by the City. In the event of termination due to Applicant's default, the code enforcement liens identified in Exhibit C shall not be released or satisfied and shall remain recorded against the Property.**

18. This Agreement may not be assigned or transferred without the City's express written

consent.

19. For the purposes of this Agreement, except as otherwise stated herein, any required permission, consent, or approval from the City means the approval of the City Manager or his/her designee. Such approval is in addition to any permits or other licenses required to be obtained by law or this Agreement. Any right of the City to take any action permitted, allowed or required under this Agreement or the law, may be exercised by the City Manager or his/her designee, unless otherwise set forth herein.

20. This Agreement shall be governed and interpreted in accordance with the laws of the state of Florida. Venue shall lie exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida for state actions and exclusively in the United States District Court for the Middle District of Florida, Tampa Division for federal actions. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.

21. This Agreement constitutes the entire agreement between the parties. No amendments hereto shall be considered valid unless incorporated in a supplemental, written agreement executed by the parties.

22. All notices, requests, demands, or other communications hereunder shall be in writing and shall be delivered by hand delivery or by certified mail, return receipt requested. Any notice or communication sent in accordance with this paragraph shall be deemed served on the date of deliver, if hand delivered, or three (3) days from the date of mailing if delivered via certified mail, return receipt requested. Either party may change the below-listed address at which it receives written noticed by providing notice of such change to the other party in accordance with this paragraph.

To the City of Largo:

City of Largo, Florida  
Attn: Community Development Director  
P.O. Box 296  
Largo, Florida 33779

To the Applicant:

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IN WITNESS WHEREOF, the parties have executed this Lien Release and Code Compliance Agreement on the year and date first above written.

**APPLICANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Title (if applicable)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_ who is personally known or who has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature – Notary Public

(NOTARIAL SEAL)

\_\_\_\_\_  
Name Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

**CITY OF LARGO, FLORIDA**

\_\_\_\_\_  
City Manager

ATTEST:

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

**Contract for purchase of Property**

**EXHIBIT B**

**Code Inspection Checklist**



**EXHIBIT C**

**City Code Enforcement Liens**