

New Owner Lien Release Program

This program is for **new owners** that are considering or have recently purchased a property with code liens already attached. Individuals that caused or are connected to the code liens on a given property must go through the Lien Release process associated with Code Enforcement Board in order to have liens reduced and/or released.

A new owner can enter into an agreement with the City of St. Petersburg whereby the new owner agrees to correct all code violations in return for the release of the requested liens associated with the property. As part of the agreement, the applicant agrees to an inspection of the subject property and agrees to correct any violations found.

Applicant will be responsible for providing:

- \$250.00 non-refundable fee,
- Copies of the requested liens to be released,
- Proof applicant has entered into a valid and enforceable contract for purchase of the property.

The completed agreement, copies of necessary forms, and fee can be submitted to the Codes Compliance Assistance Department (CCAD) located on the 1st floor of the Municipal Service Center - One Fourth Street North Saint Petersburg, FL 33701. Once received, CCAD staff will review the documentation and contact the applicant for any further information required and to schedule an inspection of the property.

The timeline set forth in the agreement allows for ninety (90) days from the agreement signature date for the applicant to secure title and obtain any necessary permits for rehabilitation of the structure(s). **Permits must be obtained prior to commencing any work.** Following the initial timeframe, an additional ninety (90) days will be allowed for the work to be completed.

Attached is the agreement to be completed. For complete details or if you have any questions about this program please contact Loni Jones, at 727-892-5527.

REVISED CODE LIEN WAIVER AGREEMENT

THIS REVISED CODE LIEN WAIVER AGREEMENT ("**Agreement**") made and entered into _____, 20____ by and between the City of St. Petersburg, Florida, a municipal corporation, ("**City**"), and _____ ("**Applicant**") (collectively "**Parties**").
whose mailing address is _____
for the property located at _____
whose Parcel ID Number is _____
 ("**Property**"). ("Applicant" is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.)

R E C I T A L S

WHEREAS, various City Code Enforcement liens have been recorded against the Property;
and

WHEREAS, Applicant has entered into a valid and enforceable Contract for Purchase of the Property, a copy of which is attached hereto as **Exhibit "A"**, and made a part hereof by reference; or Applicant is the owner of the Property, a copy of the conveyance of the Property to Applicant is attached hereto as **Exhibit "A"**; and

WHEREAS, City has provided Applicant with a list of City Code violations set forth in **Exhibit "B"**, attached hereto and made a part hereof by reference; and

WHEREAS, it is Applicant's intention to timely correct the City Code violations in Exhibit "B"; and

WHEREAS, Applicant does not own any other properties within the City of St. Petersburg that have active code cases or recorded City Code Enforcement liens on the property; and

WHEREAS, if Applicant does own properties in the City of St. Petersburg with active codes cases or recorded City Code Enforcement liens, Applicant has entered into or will enter into a Revised Code Lien Waiver Agreement with the City for all properties within the City of St. Petersburg that Applicant owns prior to the release of any liens pursuant to this Agreement; and

WHEREAS, it is the City's intention that upon satisfactory correction of the City Code violations in Exhibit "B" in accordance with this Agreement, the City will release the liens associated with those City Code violations.

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 Applicant is not a current or prior owner of the Property, an agent or other representative of a current or prior owner of the Property, related to the a current or prior owner of the Property, or an officer, director or employee, or agent of an entity that is a current or prior owner of the Property; or

___ Applicant affirms that Applicant is the owner of the Property but was not the owner of the Property when the citation(s) for code violations giving rise to the City Code Liens set forth in Exhibit "B" was (were) issued,
3. Applicant affirms that Applicant does not currently own any other properties in the City of St. Petersburg that have City Code Enforcement liens recorded against the property. If Applicant does own any other properties in the City of St. Petersburg that have City Code Enforcement liens recorded against the property Applicant affirms that Applicant has entered into or will enter into a Revised Code Lien Waiver Agreement for all other properties with code enforcement liens prior to the release of any liens pursuant to this Agreement.
4. The effective date of this Agreement shall be the date the last of the Parties signs this Agreement ("**Effective Date**").
5. If the Applicant is the owner of the Property, the Applicant shall have not more than ninety (90) days after the Commitment Date to secure all required permits for the Work. This period may be extended by the Director of City's Codes Compliance Assistance Department, or his designee ("**Codes Director**") for good cause shown.
6. The term of this Agreement ("**Term**") shall commence on the date that all required permits have been issued ("**Commencement Date**") and expire ninety (90) days thereafter or upon the Completion Date, as hereinafter defined, whichever first occurs.
7. Applicant has delivered to the City a non-refundable fee of two hundred fifty dollars (\$250.00).
8. The intention of this Agreement is for the exclusive release of City Code Liens from the Property if all terms and conditions set forth herein are met. This Agreement shall not affect other City liens, including but not limited to Special Assessment Liens, and Utility Liens.
9. The City's Codes Compliance Assistance Department ("**Codes Department**") shall inspect the Property not later than ten (10) business days after the Effective Date and set forth existing City Code violations in **Exhibit "C"**, which shall be attached hereto and made a part hereof ("**Work**"). Applicant has agreed to complete the Work, in accordance with this Agreement, subject to the Applicant's successful purchase of the Property. Applicant shall have five (5) business days to review the Work. On or before the fifth (5th) day, Applicant shall accept the Work and sign and date Exhibit "C" ("**Commitment Date**"). If Applicant fails to sign Exhibit "C" within the five (5) day period, then this Agreement shall, at the option of the City, terminate.

10. If the Applicant is not the owner of the Property at the time of execution of this Agreement, Applicant shall have not more than ninety (90) days after the Commitment Date, to close on the property and secure all required permits for the Work. This period may be extended by the Director of City's Codes Compliance Assistance Department, or his designee ("**Codes Director**") for good cause shown.
11. If the Applicant is the owner of the Property, the Applicant shall have not more than ninety (90) days after the Commitment Date to secure all required permits for the Work. This period may be extended by the Codes Director for good cause shown.
12. Applicant, if required by law, shall ensure that a properly licensed contractor or subcontractor completes the Work. Applicant shall execute contracts on a timely basis with a licensed contractor(s) who will do the Work. Applicant shall deliver copies of any contracts to the City that shall be filed with the Codes Department.
13. Applicant shall assure that all required inspections, are scheduled in proper order for the various phases of the Work as necessary. Applicant shall be responsible for assuring that the Work is completed so as to have any required final inspections completed and a certificate of occupancy or certificate of completion (if required) issued not later than ninety (90) days after the Commencement Date ("**Completion Date**"). The Completion Date supersedes and replaces all other dates stipulated by the actions of other City agencies, boards, committees, or commissions.
14. During the Term of this Agreement, Applicant shall ensure that the structure is properly secured at all times when unattended and that the vegetation on the Property is maintained in accordance with the City Code and that all trash and debris are properly stored in an approved and adequately sized receptacle and removed from the Property on a routine basis.
15. The Completion Date may be extended for up to ninety (90) calendar days by the City, provided the Applicant demonstrates that delays were caused by acts of God or material suppliers' failure to deliver goods, or provides proof of other valid and extenuating circumstances as determined by the Codes Director that will adversely affect the Applicant's ability to meet the Completion Date. A performance bond may be required in the sole discretion of the City for an extension of the Completion Date.
16. All disputes under this Agreement shall be resolved by the Codes Director, whose decision shall be final.
17. Applicant shall ensure the Codes Director or his designee access to the Property for all required inspections and compliance.
18. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.** Unless otherwise stated in this Agreement, 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.

19. In the event that Applicant fails to fulfill any of the terms or conditions of this Agreement in a timely manner, Applicant may be deemed in default of the Agreement, and the Codes Director may terminate this Agreement. If the Agreement is terminated for the Applicant's failure to comply with its terms, then no City Code Liens will be released.
20. Upon the completion of the Work and all final inspections by the appropriate City departments, all City Code Liens set forth in Exhibit "B" shall be released provided that the Applicant does not own any other properties within the City of St. Petersburg on which there are active code violations or City Code Enforcement Liens. If the Applicant owns other properties within the City of St. Petersburg on which there are code liens or active code violations the Applicant must correct the code violations or enter into a Revised Code Lien Waiver Agreement for those other properties prior to the release of the liens from the Property.
21. This Agreement is not assignable.
22. For the purposes of this Agreement any required written permission, consent, approval or agreement ("**Approval**") by the City means the Approval of the Mayor or his designee unless otherwise set forth herein and such approval shall be in addition to any and all permits and other licenses required by law or this Agreement. For the purposes of this Agreement any right of the City to take any action permitted, allowed or required by this Agreement, may be exercised by the Mayor or his designee, unless otherwise set forth herein.
23. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for state court actions shall be in Pinellas County, St. Petersburg Division. Venue for federal court actions shall be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg, or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.
24. This Agreement constitutes the entire agreement between the parties, and no change will be valid unless made by supplemental written agreement executed by the parties hereto.
25. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below-listed address at which it receives written notices by providing notice of such change to the other party in accordance with this paragraph.

City of St. Petersburg
Director Codes Compliance Assistance
P.O. Box 2842
St. Petersburg, Florida 33731
727.893.7373

Applicant 1

Name: _____

Mailing Address: _____

City/State/Zip: _____

Phone: () _____

Email: _____

Applicant 2

Name: _____

Mailing Address: _____

City/State/Zip: _____

Phone: () _____

Email: _____

IN WITNESS WHEREOF, the Parties to this Agreement have executed this document on the date and year first above written.

APPLICANT 1

Sign: _____

Print: _____

APPLICANT 2

Sign: _____

Print: _____

CITY OF ST. PETERSBURG, FLORIDA

Sign: _____

Print: _____

Director, Codes Compliance
Assistance Department

Attest:

Chandrasasa Srinivasa, City Clerk

Approved for Form and Content:

City Attorney (Designee)

By: _____

Assistant City Attorney

Legal: 00243622.doc v. 2

AS TO APPLICANT 1

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____

Personally Known _____

Provided _____ as identification.

Notary Public - State of _____

Notary Signature

My Commission Expires

AS TO APPLICANT 2

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____

Personally Known _____

Provided _____ as identification.

Notary Public - State of _____

Notary Signature

My Commission Expires

EXHIBIT "A" follows this page
(Contract for Sale or Conveyance Document to Applicant)

EXHIBIT "B" follows this page
(City Code Violations)

EXHIBIT "C" follows this page
(City Inspection Work Sheet)

Lien Release Stipulated Agreement Exhibit “C” - Inspection Checklist

The following represent items included in the required inspection for Exhibit “C”. Due to the condition of the subject property, some of the requirements and/or components below may not currently comply; however all violations of the following must be corrected in order to satisfy the agreement and for requested liens to be released.

1. The property must have an active business license and certificate of occupancy for 2 or more rental units.
2. Property alterations have approved permits and all permits have been closed with approved final inspection(s).
3. No exterior violations may exist.
4. Floors, ceilings, walls are maintained and free of damage.
5. Bathroom
 - Wall switch light
 - Elec. outlet
 - Hot & Cold water
 - Ventilation source (Window or fan)
 - Impervious floor
6. Kitchen
 - Hot/Cold water
 - Wall switch light
 - Operable, non portable appliances
 - 2 elec. outlets (50 or less sq. ft.) or 3 elec. outlets (More than 50 sq. ft.)
 - 1 20 amp circuit
 - Impervious floor
7. Bedrooms require at least one window/door that opens to the outside for egress.
8. Plumbing fixtures are maintained and in proper working order.
9. Must have at least one smoke detector.
10. Must have a permanent heat source which can be controlled by the occupant.
11. General maintenance - All parts of structure should be maintained in a safe, sound, and sanitary condition.
12. Electrical wiring is safe and capable of being used, and is installed in accordance with the electrical code of the city.