



CITY OF FORT PIERCE

DIVISIONS OF CODE ENFORCEMENT & ANIMAL CONTROL

Margaret M. Arraiz, Code Compliance Manager

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MAR 01 2016

CODE ENFORCEMENT
CITY OF FT. PIERCE

REQUEST FOR A REDUCTION OR RESCINDMENT OF CODE ENFORCEMENT FINES / LIENS

Date:		March 1, 2016	
Property address:		1708 Francis court, Fort Pierce, FL 34949	
Owner(s) of record:		Bruce F. Arnold Sr.	
Mailing address:		245 Meadowlark Ln., Sandpoint, ID 83864	
Property tax ID #:		2401-506-0012-000-7	
Original purchase date:		April 11, 2011	Original purchase price: unknown
Other Information:		<input type="checkbox"/> Inherited Property	<input type="checkbox"/> Purchased at Tax Sale
		Adjoining Property Owner	
Property is used for:		<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family
		<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial
		<input checked="" type="checkbox"/> Vacant Lot	
Name of person requesting reduction:		Gary Vandebos/Bruce Murray	Relationship to owner(s): Owner Representatives
Telephone #:			Mobile phone #: 772-285-1755
E-mail:		mailmurray@aol.com	Preferred contact method: Email or cell phone
What are owner(s) intentions for property:		Purchasing for future development – buyer is seeking to clear title	
Amount of Fine:		\$61,830.00	Date Fine Initiated: October 2012
Are there current code violations?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
		Explain: (please attached notice) Property has been maintained by representative since 2012 - notice was to prior owner, not available	
Is a lien filed against the property?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
		If yes, what is the lien amount? \$61,830.00	
Is property listed for sale?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
		If yes, what is listing price?	
Is property under contract for sale?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
		If yes, what is the sale price? \$65,000.00	

AMOUNT OF FINE / LIEN \$ 61,830.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED \$ 60,230.00

DOLLAR AMOUNT I AGREE TO PAY \$ 1,600.00

If the city waives any fees, interest, penalties, fine or lien amount, the undersigned does hereby agree to pay the remainder within sixty (60) days from the date of the Board, Magistrate or Commission's decision unless an alternate time frame is specified in the motion.



CITY OF FORT PIERCE
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& ANIMAL CONTROL

Margaret M. Arraiz, Code Compliance Manager



Owner representative and property buyer

Gary Vandebos

(Printed)



Owner representative

Bruce A. Murray

(Printed)

Peggy Arraiz
Code Compliance Manager
City of Fort Pierce
100 N. U. S. Hwy. 1
Fort Pierce, Florida 34949

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CODE ENFORCEMENT
CITY OF FT. PIERCE

Dear Ms. Arraiz:

I have accepted an offer to purchase my property at 1708 Francis Court. This offer is subject to an agreement to mitigate certain code enforcement liens on the property and includes language to that effect. If an agreement can be reached, the settlement penalty will be paid out of sale proceeds by the escrow agent as a part of the distribution of funds at closing.

After having the process explained to me, it is obvious that I cannot deal with the matter from my current location in Idaho. Consequently, I have agreed to have the buyer represent me assisted by a friend of mine who has been maintaining the property for me since late 2012.

Please accept

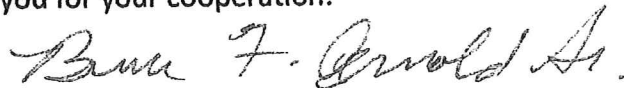
Mr. Gary Vandebos
1706 Francis Court
Fort Pierce, Florida

and

Mr. Bruce Murray
1710 Francis Court
Fort Pierce Florida

as my representatives for discussions with the Code Enforcement Division, at Code Enforcement Board or Code Magistrate hearings, and before the City Commission if a hearing is necessary. They have agreed to serve in this capacity and communicate with me throughout the process.

Thanks you for your cooperation.



Bruce F. Arnold, Sr.
245 Meadowlark Ln.
Sandpoint, Idaho 83864
bthelight@msn.com
(cell) 772-359-2911

AGREEMENT TO PURCHASE REAL ESTATE

The undersigned (herein "Purchaser") hereby offers to purchase from the owner (herein "Seller") the real estate located at 1708 Francis Court in the City of Fort Pierce, County of St. Lucie, State of Florida, the legal description of which is:

BEACH ESTATES (PB 43-25) LOT 11 (OR 3059-2309, 3287-1598)

upon the following terms and conditions:

1. Purchase Price and Conditions of Payment

The purchase price shall be Sixty Five Thousand and no Dollars (\$65,000.00) to be paid in its entirety in cash at the time of closing the sale and distributed to Seller after deduction of any taxes or lien mitigation costs provided for herein, which shall be paid directly to the appropriate agencies.

2. Earnest Money Deposit

No earnest money deposit is made with this offer. Purchaser shall deposit the full purchase price with an Escrow Agent of his choice within ten (10) days of Code Enforcement Board approval of a lien mitigation acceptable to Seller and Purchaser.

3. Real Estate Taxes, Assessments, Liens, and Adjustments

Real Estate taxes accrued against the property through December 31, 2015, shall be paid by Seller and the Escrow Agent shall pay any unpaid portion of such property taxes then outstanding from amounts due Seller upon distribution of sale proceeds at closing of the sale. Purchaser shall be responsible for all taxes accrued after December 31, 2015.

Purchaser and Seller are aware of certain outstanding Code Violation Liens against this property, release of which is a condition of Purchaser's offer. Seller agrees to appoint Purchaser as his agent to negotiate mitigation of those liens to a settlement amount not to exceed one thousand, seven hundred and fifty dollars (\$1750.00) and agrees to direct distribution of those mitigation costs directly to the appropriate authority from purchase funds due Seller at the time of closing. In the event mitigation cannot be negotiated for an amount equal to or less than \$1750.00 and the parties are unable to reach an alternative agreement on payment of outstanding liens, this agreement may be voided by Purchaser at his sole discretion.

4. Title to the Property

Purchaser agrees to obtain, at his own expense, prior to closing and promptly after acceptance of this offer, an abstract of title brought down to current date, an owner's policy of title insurance in the amount of the purchase price, or other evidence sufficient and satisfactory to him showing a marketable and insurable title to the real estate in the name of Seller subject only to easements, zoning and restrictions of record and free and clear of all liens and encumbrances except as stated elsewhere in this offer. If marketable or insurable title in Seller cannot be satisfactorily

shown, a reasonable time shall be permitted for Seller to cure or correct defects at his expense except as otherwise provided herein. Seller shall convey title to Purchaser at the time of closing by a good and sufficient general warranty deed free and clear of all liens and encumbrances except as otherwise provided in this offer and subject to easements, zoning and restrictions of record.

5. Possession of the Property

Purchaser shall be given possession of the property on the date of closing of the sale.

6. Risk of Loss

The risk of loss by destruction or damage to the property by flood, fire or otherwise prior to the closing of the sale is that of Seller. If all or a substantial portion of the improvements or utilities on the property are destroyed or damaged or the property cannot be accessed or used for future construction prior to the closing and transfer of title, this agreement shall be voidable at Purchaser's option.

7. Improvements and Fixtures Included

This property is a vacant lot with utility connections in place and natural growth landscaping. No personal property of Seller that may be on the property is included in this sale and shall be removed prior to closing.

8. General Conditions

It is expressly agreed that this agreement to purchase real estate includes the entire agreement of Purchaser and Seller. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of both Purchaser and Seller. This agreement shall be interpreted and enforced in accordance with the laws of the State of Florida.

9. Special Conditions

Purchaser shall make application to the Fort Pierce Code Enforcement Department within ten days of receipt of Seller's acceptance to initiate lien mitigation negotiations and the formal approval process. Purchaser will represent the property in those negotiations as provided elsewhere herein in all discussions, Code Enforcement Board hearings, and City Commission mitigation approval hearings. Purchaser shall notify Seller within 72 hours of any actions, decisions or agreements related to this process as they occur.

Purchaser shall notify Seller within thirty (30) days of written acceptance of this offer by Seller of his satisfaction that marketable and insurable title in Seller will be available or of any conditions found that will require correction or cure before such title can be certified and closing can occur.

Neither Purchaser nor Seller are represented by a real estate or other agent entitled to a commission or fee on this transaction except as retained by them separately and independently at their own expense not dependent upon completion of this transaction.

10. Time for Acceptance and Closing

This offer is void if not accepted by Seller in writing via mail, fax, or email attachment received by Purchaser on or before 6:00 P.M. EST of the fourth day of March, 2016.

Closing of the sale shall take place no later than ten (10) days after approval of an acceptable lien mitigation agreement by the City Commission of Fort Pierce, but in no event later than June 30, 2016, unless specifically agreed to by both Seller and Purchaser.

This offer is made at the City of Fort Pierce, State of Florida, this fifteenth day of February, 2016.



Gary Vandembos
1706 Francis Court
Fort Pierce, Florida 34949

Acceptance by Seller

The foregoing offer to purchase real estate is hereby accepted in accordance with the terms and conditions specified above.

Dated this Feb 21st day of 21 2016.


(SELLER)

(SELLER)