

**MUNICIPAL CODE ENFORCEMENT BOARD
CITY OF CLEARWATER, PINELLAS COUNTY, FLORIDA**

CITY OF CLEARWATER,

Petitioner,

Case No(s): 28-23, 83-23,
PNU2023-00356, PNU2023-00357

v.

Violation address:
1445 Cleveland St.
aka 14-29-15-47016-002-0100

LOWELL KELLY,

Respondent(s).

_____ /

STIPULATION AGREEMENT

WHEREAS, the City of Clearwater (the “City”) filed Cases No. 28-23, 83-23, PNU2023-00356, PNU2023-00357 before its Municipal Code Enforcement Board (the “MCEB”) for violations of the City of Clearwater Community Development Code (the “Code”) located at 1445 Cleveland St., Clearwater, FL 33755 (the “Premises”); and

WHEREAS, the Premises was previously owned by LOWELL KELLY (“Owner”); and

WHEREAS, the MCEB found Owner in violation of the Code in the above-named cases, as detailed in the MCEB’s Orders (the “Order”), which are attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, in addition to the cases where the MCEB has found the property in violation, the City has issued a Stop Work Order for work that commenced without proper permits labeled as SWO2023-08011; and

WHEREAS, the City has expended resources in abating the Premises, and in the prosecution and enforcement of the Code; and

WHEREAS, the Parties desire to resolve this Matter by agreeing to a stipulated reduction of the City’s liens, so as to facilitate the transfer of the Property to a new Owner; and

WHEREAS, this Agreement is executed by Sonia Nasef and Mark Yousef as the new Owners, who by way of this Agreement, acknowledge the code violations, and agree to take the Property subject to the City’s liens, and to be responsible for bringing the Property into compliance and satisfying the City’s liens according to the terms of this Agreement; and

NOW THEREFORE, the Parties agree as follows:

1. The new Owner shall bring the Property into complete compliance with the City Code on or before **Monday, June 24, 2024.**

2. If the City certifies that the Property is in compliance, or upon a finding by the MCEB that the Property is in compliance prior to the deadline above, then the fine amount shall be reduced to a total amount of **\$5,000.00**, which shall be due and payable immediately.
3. The reduced amount shall be paid in full within sixty (60) days of the date that the Property is deemed to be in compliance, or this Agreement shall be null and void, and any amounts accrued will continue as if this Agreement never occurred.
4. Upon receipt of payment in full, the City shall record a release of lien in the Public Records, forever discharging all liens referenced as part of this Agreement.
5. If the Property is not in compliance or a new violation occurs following the 90-day deadline, and prior to the satisfaction of the City's liens, then this Agreement shall be null and void.

[Signature to follow]

IN WITNESS WHEREOF, all Parties hereto have the capacity and ability to bind themselves and have caused this Stipulation Agreement to be executed on this ____ day of _____, 2024.

 Sonia Nasef
 (Contract Purchaser)

 Mark Yousef
 (Contract Purchaser)

STATE OF _____
 COUNTY OF _____

The foregoing instrument was sworn to/acknowledged before me by means of ___ physical presence or ___ online notarization this ____ day of _____, 2023 by Sonia Nasef and Mark Yousef, who (_____) are personally known to me or (_____) has produced _____ as identification.

(Notary Seal)

 Notary Public
 Print Name: _____

Countersigned:

 Rebecca Mulder
 Code Compliance Division Manager, The City of Clearwater

 Jerrod D. Simpson, Esq.
 Assistant City Attorney

 Nicole Sprague
 Deputy City Clerk