

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

CITY OF CLEARWATER,

Petitioner,

Case No(s): 39-14

v.

Address: 108 Kenwood Ave.
Clearwater, FL 33755

JEFFREY LYNN HARDING,

Respondent(s).

STIPULATION AGREEMENT

WHEREAS, the City of Clearwater (the “City”) filed Case No. 39-14 before its Municipal Code Enforcement Board (the “MCEB”) for violations of the City of Clearwater Community Development Code (the “Code”) located at 108 Kenwood Ave. (the “Premises”); and

WHEREAS, the Premises was owned by Jeffrey Lynn Harding (“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 is recorded as a lien against the Property in O.R. Book 18731, Page 601 of the Public Records of Pinellas County; and

WHEREAS, the City has expended resources in the prosecution and enforcement of the City’s 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 assist that Owner in bringing the property into compliance; and

WHEREAS, this Agreement is executed by James Hogan as the Contract Purchaser, who by way of this Agreement, acknowledges the code violations, and agrees 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 Property shall be in full compliance with the City Code on or before **July 1, 2025**.
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 **\$1500.00** which shall be due and payable immediately.
3. The reduced amount shall be paid in full within **thirty (30) days** of the date that the Property is deemed to be in compliance.
4. Upon receipt of payment in full, the City shall record a Release or Satisfaction of Lien in the Public Records, that shall forever discharge all liens referenced herein.

5. If the Property is not brought into compliance on or before the deadline above or the stipulated reduction is not paid in full within the deadline to make payment, in either event, this Agreement shall be null and void, and the fines will continue to accrue as if this Agreement never occurred. This Agreement is not assignable and shall not be recorded.

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 _____, 2025.

JAMES HOGAN
(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 _____, 2025 by _____, 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
Assistant City Attorney

Nicole Sprague
Deputy City Clerk