

CITY OF  
**ST. AUGUSTINE**<sup>™</sup>  
EST. 1565

LINCOLNVILLE COMMUNITY REDEVELOPMENT AREA  
INSTITUTIONAL REHABILITATION PROGRAM GRANT HANDBOOK

CITY OF ST. AUGUSTINE, FLORIDA

ST. AUGUSTINE COMMUNITY REDEVELOPMENT AGENCY

50 Bridge Street St. Augustine, FL 32084  
(904) 825-1030 or [LCRA@citystaug.com](mailto:LCRA@citystaug.com)

CITY OF ST. AUGUSTINE  
COMMUNITY REDEVELOPMENT AGENCY  
INSTITUTIONAL REHABILITATION GRANT PROGRAM HANDBOOK

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## I. PROGRAM OVERVIEW AND PURPOSE

The Lincolnville Community Redevelopment Area was established in 2013 after a Finding of Necessity demonstrated that Lincolnville meets the statutory criteria for blight and that the rehabilitation, conservation, or redevelopment, or a combination thereof, is necessary in the interest of public health, safety and welfare of the residents

Lincolnville contains numerous historic churches and other institutionally owned structures. It is the intent that the Rehabilitation Program to also provide funding to institutions that have difficulties in securing alternate funding for historic building rehabilitation.

The minimum level of rehabilitation would be the shell building without fixtures and interior finishes. Rehabilitation work should use the Secretary of Interior Standards for Rehabilitation as a guideline to repair where possible and replace with matching or compatible materials. All mechanical, electrical, and plumbing systems should also be up to code.

## II. ELIGIBILITY REQUIREMENTS

The Rehabilitation Program will give preference for historic properties although it can be used for non-historic deteriorating structures. A listing of the criteria used to evaluate each applicant is contained herein Appendix A.

Only institutional properties located within the boundaries of the Lincolnville CRA are eligible for this grant program. A map of the Lincolnville CRA boundaries is contained herein Appendix B.

## III. REQUIRED DOCUMENTATION

### A. APPLICATIONS

Applications for each institutional property requesting grant funding are required. Applications are accepted on a rolling basis from October 1<sup>st</sup> through December 31<sup>st</sup> of each year. Applications can be found online at [www.citystaugcra.com](http://www.citystaugcra.com), may be picked up at the Customer Service Department at 50 Bridge Street, St. Augustine FL 32084. Application forms and all other required documentation is also contained herein Appendix C.

The CRA Administrator may be contacted at (904) 825-1030 to provide assistance during the application process. A full checklist to assist with completion of required documentation is contained herein Appendix D.

- 1) Completed applications must include the following:
  - i) Proof of Ownership (*i.e. property deed*)
  - ii) Agent's Authorization (*if applicable*)
  - iii) Current Photos of Structure (*interior and exterior*)
  - iv) Documents and Photos Related to Historical Background of Structure

## **B. HISTORICAL PRESERVATION COVENANT**

The Historical Preservation Covenant is an agreement by the owner to keep and maintain the property in good order.

## **C. SECURITY AGREEMENT / MORTGAGE LIEN**

The Security Agreement / Mortgage Lien is an agreement by the owner requiring repayment of grant monies expended on the rehabilitation project to be paid back to the CRA if the owner sells, or refinances the property.

A chart detailing the lien term required based upon the grant award amount is contained herein Appendix E.

## **D. RELEASE & WAIVER**

## **E. OWNER'S AUTHORIZATION**

The Owner's Authorization is used if the owner of the property chooses to authorize another party to act on their behalf.

# **IV. PROGRAM ADMINISTRATION**

All applications for the Lincolnville CRA Institutional Rehabilitation Grant Program will be evaluated by City of St. Augustine Staff using a set of criteria which address the following:

- 1) Historical Significance
- 2) Endangerment
- 3) Funding Needs
- 4) Administrative Capacity
- 5) Rehabilitation Merits
- 6) Public Benefit

The initial review by City staff will take approximately seven (7) to ten (10) business days. During this time, City Staff will review all application submittal items and meet on-site with the applicant to complete the initial review. This review will determine if the project has significantly met the criteria listed above.

Next, City staff will engage a contracted consultant to obtain a complete scope of work analysis for the project, to include an estimated cost for rehabilitation and construction phasing. If the scope of work includes demolition of an entire structure or in a partial demolition the removal of an architecturally significant feature, the property owner or their representative must make application to appear before the Historic Architectural Review Board (HARB). Information regarding HARB can be found [here](#).

Once ratification of the final scope of work is complete and agreed upon by the applicant and the City, the CRA Administrator will present the project to the Community Redevelopment Agency for review. No rehabilitation work on the project will begin prior to Agency approval. The applicant will be notified of approval or denial of grant funding via certified mail.

## **V. REHABILITATION CONSTRUCTION ADMINISTRATION**

If an applicant is selected for grant funding, City staff will secure a qualified contractor to perform the rehabilitation work, and construction management of the project. The work will be performed by a licensed contractor with historic preservation experience.

Applicant will meet with both City Staff and Contractor bi-weekly to discuss progress of the rehabilitation work.

## APPENDIX A: LINCOLNVILLE INSTITUTIONAL REHABILITATION PROGRAM GRANT EVALUATION CRITERIA

| Lincolnvile CRA Institutional Rehabilitation Program                |  |             |       |             |
|---|--|-------------|-------|-------------|
| Evaluation of Applications  |  |             |       |             |
| Applicant:  |  |             |       |             |
| Evaluator Name:   |  |             |       |             |
| CRITERIA  | WEIGHT   | SCORE       | TOTAL |             |
| <b>1</b>  | <b>Historic Significance</b>   |             |       |             |
|   | a) Building qualifies as a historic building or could be eligible for historic designation | <b>0.25</b> |       | <b>0.25</b> |
|   | b) Relative uniqueness of the building or its history within Lincolnvile                   |             |       |             |
|   | c) Building fabric remains that conveys a sense of place and time                          |             |       |             |
|   | d) Loss of this building would have a negative impact on streetscape or cultural heritage  |             |       |             |
| <b>2</b>  | <b>Endangerment</b>  |             |       |             |
|   | a) Physical threat to the structural stability of the building (in whole or in part)       | <b>0.25</b> |       | <b>0</b>    |
|   | b) Degree of deferred maintenance that poses future endangerment                           |             |       |             |
|   | c) Impact of the endangerment on the safe occupation and use of the building               |             |       |             |
|   | d) Impact of endangerment or blight to surrounding properties or the neighborhood          |             |       |             |
| <b>3</b>  | <b>Funding Needs</b>   |             |       |             |
|   | a) Level of difficulty in securing alternate funding sources                               | <b>0.15</b> |       | <b>0</b>    |
|   | b) Rehabilitation needs exceed financial ability of the institution                        |             |       |             |
| <b>4</b>  | <b>Administrative Capacity</b>   |             |       |             |
|   | a) Institution has an active management and facilities staff                               | <b>0.15</b> |       | <b>0</b>    |
|   | b) Participation of supporting volunteers, members, other community resources              |             |       |             |
|   | c) Previous maintenance, repair schedules, management plans                                |             |       |             |
|   | d) Availability of funds for regular future maintenance, utilities, and insurance costs    |             |       |             |
| <b>5</b>  | <b>Rehabilitation Merits</b>   |             |       |             |
|   | a) Clarity of rehabilitation needs presented in application                                | <b>0.15</b> |       | <b>0</b>    |
|   | b) Repairs proposed can use historically compatible materials and methods                  |             |       |             |
|   | c) Repairs will improve ADA access and/or mechanical/electrical/plumbing systems           |             |       |             |
|   | d) Repairs proposed exclude improvements solely related to religious operations            |             |       |             |
| <b>6</b>  | <b>Public Benefit</b>  |             |       |             |
|   | a) Repairs will be visible from the exterior of the building                               | <b>0.05</b> |       | <b>0</b>    |
|   | b) Opportunities for public access into the building will be offered or are available      |             |       |             |
|   | c) Rehabilitation will improve the ability to share St. Augustine's diverse heritage       |             |       |             |
|   | d) Rehabilitation may stimulate additional private investment or improve blighted area     |             |       |             |
| <b>TOTAL</b>  |  | <b>1.00</b> |       | <b>0.25</b> |
| <b>Evaluation Rating Scale: 1 through 10 for each category</b>      |  |             |       |             |
| Exceptionally meets multiple criteria in the category ..... 8 - 10  |  |             |       |             |
| Significantly meets one or two criteria in the category ..... 5 - 7 |  |             |       |             |
| Meets one criteria in the category ..... 1 - 4                      |  |             |       |             |
| Does not meet any criteria in the category ..... 0                  |  |             |       |             |

**APPENDIX B: LINCOLNVILLE COMMUNITY REDEVELOPMENT AREA**



**City of St. Augustine**  
PLANNING AND BUILDING DEPARTMENT  
P.O. Box 210, St. Augustine, FL 32085 Phone: (904) 825-1065

**LINCOLNVILLE COMMUNITY REDEVELOPMENT AREA BOUNDARIES**

SHEET 1 OF 1



# ST. AUGUSTINE COMMUNITY REDEVELOPMENT AGENCY

INSTITUTIONAL GRANT PROGRAM FOR REHABILITATION OF  
HISTORIC, INSTITUTIONALLY-OWNED STRUCTURES WITHIN  
THE LINCOLNVILLE COMMUNITY REDEVELOPMENT AREA



## APPLICATION

DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

PROPERTY OWNER NAME: \_\_\_\_\_

PHONE: (\_\_\_\_\_) \_\_\_\_\_ | EMAIL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED AGENT NAME: \_\_\_\_\_

PHONE: (\_\_\_\_\_) \_\_\_\_\_ | EMAIL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

★ *A LETTER OF AUTHORIZATION MUST BE SUBMITTED IF THE PROPERTY OWNER IS DELEGATING TO AN AUTHORIZED AGENT THE AUTHORITY TO SUBMIT THIS APPLICATION.*

PROPERTY ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

EXPLANATION OF REPAIRS/REHABILITATION REQUESTED AND THE ASSOCIATED FUNDING CHALLENGES, INCLUDING OTHER GRANTS APPLIED FOR OR RECEIVED (*ATTACH ADDITIONAL PAGES IF NEEDED*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- ❖ ATTACH PROOF OF OWNERSHIP OF PROPERTY (*I.E. PROPERTY DEED*)
- ❖ ATTACH AGENT'S AUTHORIZATION IF OWNER HAS AUTHORIZED AN AGENT TO ACT ON ITS BEHALF
- ❖ ATTACH CURRENT PHOTOGRAPHS OF THE STRUCTURE (*INTERIOR AND EXTERIOR*)
- ❖ ATTACH DOCUMENTATION AND PHOTOGRAPHS RELATED TO THE HISTORICAL BACKGROUND OF THE STRUCTURE FOR WHICH YOU ARE REQUESTING REHABILITATION ASSISTANCE



The Institutional Grant Program contains some key conditions and restrictions. These include:

- The project is a City/CRA controlled construction project. The City/CRA will contract with the contractor and direct the construction. No funds will be disbursed to the owner or its agent.
- A covenant and lien will be placed on the property for a period of time from five (5) years to twenty (20) years depending on the value of the grant(s) awarded. Multi-phased grants will require cumulative covenants and liens for each phase, if appropriated and budgeted by the City/CRA.
- The lien will not need to be paid back if all the conditions of the program are met.
- The restored structure must continue to be preserved by the owner.
- The grant is for preservation and restoration of significant physical structures that tell the story of St. Augustine. It is not for religious operations.
- Failure to cooperate with the City/CRA during construction may lead to the suspension or termination of the grant.
- The City/CRA will review all applications with staff recommendations based on approved budget.
- Projects will be evaluated in terms of historic and/or cultural significance, endangerment, and quality of preservation treatment within the scope of work.
- If there are competitive projects, additional items that will be considered include educational benefits and opportunities for public access to the property.

★ All related documents should be read and understood before submitting this application.

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**INSTITUTIONAL PROPERTIES** *(excerpt from the Lincolnville Community Redevelopment Area Plan)*

Lincolnville contains numerous historic churches and other institutionally owned structures. It is the intent that the Rehabilitation Program to also provide funding to institutions that have difficulties in securing alternate funding for historic building rehabilitation. Funds would be provided in the form of a grant whose implementation procedures would be similar as residential grants. Prior to grant approval, proposed scope of work and cost estimates<sup>16</sup> will be submitted to staff for approval. The minimum level of rehabilitation would be the shell building without fixtures and interior finishes. Rehabilitation work<sup>17</sup> should use the Secretary of Interior Standards for Rehabilitation as a guideline to repair where possible and replace with matching or compatible materials. All mechanical, electrical, and plumbing systems should also be up to code. Progress reports and final staff approval will be required before the final payment.

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**I HEREBY ACKNOWLEDGE THAT SHOULD I BE SELECTED TO RECEIVE GRANT FUNDS I WILL BE REQUIRED TO EXECUTE AN HISTORIC PRESERVATION COVENANT, A SECURITY AGREEMENT/MORTGAGE LIEN, AND A RELEASE & WAIVER, ALL OF WHICH I HAVE READ AND UNDERSTAND.**

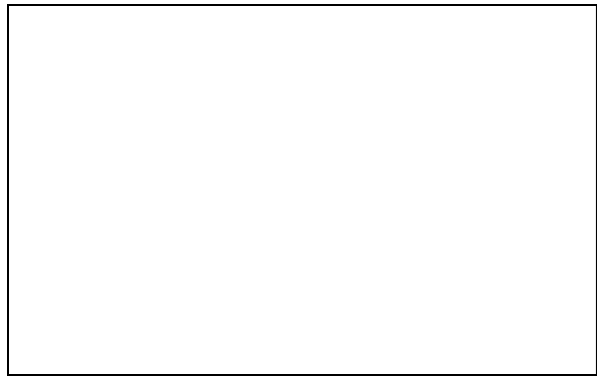
**SIGNATURE:** \_\_\_\_\_

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<sup>16</sup> To be performed by licensed contractor with historic preservation experience

<sup>17</sup> To be performed by licensed contractor with historic preservation experience

This instrument was prepared under the direction and supervision of Isabelle C. Lopez, City Attorney, P.O. Box 210, St. Augustine, Florida 32085



## **HISTORIC PRESERVATION COVENANT**

THIS COVENANT ("COVENANT") is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (hereinafter referred to as "OWNER") and in favor of the **CITY OF ST. AUGUSTINE COMMUNITY REDEVELOPMENT AGENCY** (hereinafter referred to as "CRA") and the **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida (hereinafter referred to as "CITY") for the purpose of the restoration, renovation, or rehabilitation of a certain property located at \_\_\_\_\_ St. Augustine, Florida, which has been approved for an institutional rehabilitation grant by the CRA and the CITY.

OWNER is the fee simple owner of the property more specifically described in **EXHIBIT "A"** attached hereto and incorporated herein (hereinafter referred to as "PROPERTY"). The PROPERTY is comprised essentially of grounds, collateral, appurtenances, and improvements. In consideration of the rehabilitation work funded by the CRA, the OWNER hereby agrees to the following conditions from the date of the recording of this instrument until SELECT \_\_\_\_\_ years have passed.

1. The terms of this COVENANT run with title to the land and shall be binding on the current OWNER, transferees, and their heirs, successors, or assigns.
2. The OWNER agrees to assume the cost of the continued maintenance and repair of said PROPERTY so as to preserve the architectural and/or historical integrity of the same in order to protect and enhance those qualities that made the PROPERTY eligible for the CRA's institutional grant program.
3. The OWNER agrees that no visual or structural alterations will be made to the PROPERTY without the prior written permission of the City Manager or his or her designee. Nothing in this COVENANT shall prohibit the OWNER from developing the site in such a manner that will not threaten or damage the architectural resource, provided that permission for alteration of the site is obtained pursuant to this paragraph.
4. The OWNER agrees that the CRA or the CITY, its agents and designees, shall have the right to inspect the PROPERTY at all reasonable times in order to ascertain whether or not the conditions of this COVENANT are being observed.
5. In the event of the non-performance or violation of the maintenance provision of the COVENANT by the OWNER or any successor-in-interest during the term of the

COVENANT, the CRA or the CITY will report such violation to the City Manager who shall provide written notice to OWNER of the non-performance or violation. The OWNER shall have fourteen (14) days to reply in writing to the City Manager at the following address with a proposal to bring the PROPERTY into compliance:

**CITY OF ST. AUGUSTINE  
ATTN: CITY MANAGER  
P.O. Box 210  
ST. AUGUSTINE, FLORIDA 32085**

The City Manager or designee may negotiate a mutually agreeable compliance plan. In the event that the OWNER and the City Manager cannot come to an agreement, or in the event that the OWNER will not or cannot bring the PROPERTY into compliance, the OWNER shall be required to repay the entire value of the work performed under this COVENANT. If the OWNER will not or cannot fulfill a demand of payment in the event of non-performance or violation, then the CRA or the CITY may, at its discretion, take any action allowed under the law, including foreclosure of the PROPERTY to recover the value of the work performed.

6. If the PROPERTY is damaged by accidental or natural causes during the COVENANT period, the OWNER shall inform the City Manager in writing of the damage to the PROPERTY within fourteen (14) days, including:
  - i) a general description of the nature and extent of the damage;
  - ii) an estimate of the cost of restoration or reconstruction work necessary to return the PROPERTY to the condition existing at the time of project completion, based on a written estimate of a licensed contractor who is competent to perform the type of work required based on the written description of the damage required in this paragraph; and
  - iii) a detailed timeline for completion of the work, including estimates of dates the permits applied for, and when major construction milestones will be complete.

The City Manager or his or her designee shall then have an additional fourteen (14) days to review the plan and notify the OWNER if he or she agrees with the estimate, proposed restoration plan and timeline. The OWNER shall complete the restoration or reconstruction work necessary to return the PROPERTY to the condition existing at the time of project completion on a time schedule agreed upon by the OWNER and the City Manager. If the OWNER does not perform the requirements of this paragraph, he or she shall be considered in breach of this COVENANT.

7. If accidental or natural causes destroy or severely damage the PROPERTY, including the historical integrity of the features, materials, appearance, workmanship, and environment, or architectural integrity which made the PROPERTY eligible for the CRA's institutional grant program, and the PROPERTY has been lost or so damaged that the OWNER believes that restoration is not feasible, the OWNER will notify the City Manager in writing of the loss within fourteen (14) days. The City Manager or his or her designee will evaluate the information provided and notify the OWNER within fourteen (14) days in writing of

its determination. If the City Manager agrees that natural causes have destroyed or severely damaged the PROPERTY to the extent that restoration is not feasible, the City Manager may include a release of COVENANT and any lien associated with this COVENANT, upon an affirmative vote by the City Commission or CRA. In such cases, no penalty or interest shall be assessed against the OWNER. If the City Manager or his or her designee does not agree that the PROPERTY is destroyed or so damaged that restoration is not feasible, then the OWNER shall proceed with the procedures described in Paragraph 6 herein.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment or architectural integrity which made the PROPERTY eligible for the CRA's institutional grant program have been lost or damaged deliberately or through gross negligence of the OWNER, City Manager or his or her designee shall notify the OWNER in writing. The OWNER shall have thirty (30) days to respond indicating any extenuating circumstances which show that the damage was not deliberate or due to gross negligence. If the OWNER cannot show such extenuating circumstances to the satisfaction of the City Manager or his or her designee, the OWNER shall, within the thirty (30) day period, develop a plan for restoration of the PROPERTY and a schedule for completion of the restoration. Upon approval by the City Manager or his or her designee, the OWNER shall complete the restoration work necessary to return the PROPERTY to the condition existing at the time of project completion on a time schedule agreed upon by the OWNER and the City Manager or his or her designee. If the OWNER does not complete the restoration work on the agreed upon time schedule, the City Manager or his or her designee will either provide an extension if he or she determines an extension is warranted, or shall make a determination that the OWNER is in breach of this COVENANT.

In the event that any suit or action is instituted by the CRA or the CITY for breach of this COVENANT, including without limitation to enforce any provision in this COVENANT, the CRA or the CITY shall be entitled to recover from the OWNER all fees, costs, and expenses of enforcing any right under or with respect to this COVENANT, including without limitation, all fees, costs, and expenses of appeals.

This COVENANT is governed by and construed under the law of the State of Florida. All disputes shall be resolved exclusively in either the state court in St. Johns County, Florida or in federal court in the United States Middle District of Florida, Jacksonville Division.

Nothing herein is intended to waive or limit the CITY nor the CRA's sovereign immunity protections.

**\* \* \* SIGNATURES APPEAR ON THE FOLLOWING PAGE \* \* \***

IN WITNESS WHEREOF, the parties hereto have executed this Covenant, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_, **OWNER**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Signature

Print: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

Print: \_\_\_\_\_

\_\_\_\_\_  
Witness

Print: \_\_\_\_\_

ATTEST:

**ST. AUGUSTINE COMMUNITY  
REDEVELOPMENT AGENCY**

\_\_\_\_\_  
Darlene Galambos, City Clerk  
(SEAL)

By: \_\_\_\_\_  
Tracy W. Upchurch, CRA Chair

ATTEST:

**CITY OF ST. AUGUSTINE, FLORIDA  
a municipal corporation**

\_\_\_\_\_  
Darlene Galambos, City Clerk  
(SEAL)

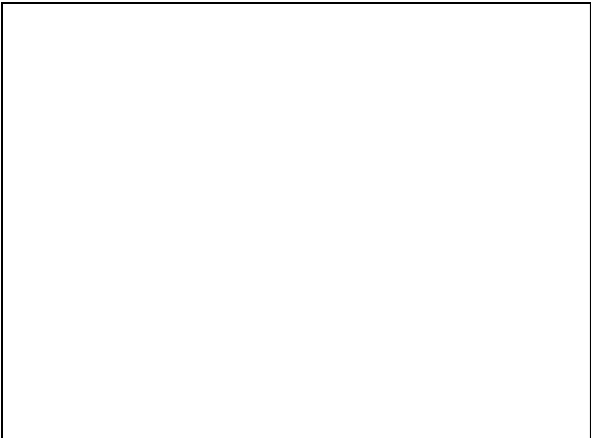
By: \_\_\_\_\_  
John P. Regan, City Manager

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:  
  
\_\_\_\_\_  
CITY ATTORNEY

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

This instrument was prepared under the direction and supervision of Isabelle C. Lopez, City Attorney, P.O. Box 210, St. Augustine, Florida 32085



**UNDER THE CITY OF ST. AUGUSTINE  
INSTITUTIONAL GRANT PROGRAM**

**SECURITY AGREEMENT / MORTGAGE LIEN**

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, whose mailing address is \_\_\_\_\_ and whose street address of the property described below is \_\_\_\_\_ hereinafter referred to as "OWNER" (OWNER refers to singular or plural as the context requires), and the **CITY OF ST. AUGUSTINE COMMUNITY REDEVELOPMENT AGENCY** (hereinafter referred to as "CRA") and the **CITY OF ST. AUGUSTINE, FLORIDA** (hereinafter referred to as "CITY").

WITNESSETH:

**WHEREAS**, the CITY through its St. Augustine Community Redevelopment Agency (CRA) has made available to OWNER under its Institutional Grant Program, funds to be used for rehabilitating historic institutionally-owned structures within the Lincolnville Community Redevelopment Area; and

**WHEREAS**, the parties hereto wish to preclude speculation and windfall profits from the sales of properties assisted with such funds.

**NOW, THEREFORE**, in consideration of the provision of financial assistance to the OWNER for building repairs and/or rehabilitation assistance on the property hereinafter described subject to the terms and conditions hereinafter provided, the OWNER has mortgaged, granted, and conveyed to CITY the land situate, lying and being in the County of St. Johns, City of St. Augustine, State of Florida, described in **EXHIBIT "A"** attached hereto and incorporated herein, hereinafter referred to as "PROPERTY", together with all improvements, replacements, and additions now or hereafter erected on the PROPERTY, and all easements, appurtenances, and fixtures now or hereafter a part of the PROPERTY, the said OWNER does hereby fully warrant the title to said PROPERTY and will defend the same against the lawful claims of all persons whomsoever.

SUBJECT, HOWEVER, to the following terms and conditions each of which the OWNER hereby accepts and agrees to:

1. CRA/CITY Institutional Grant Program funds, described in **EXHIBIT "B"** attached hereto and incorporated herein, have been provided to or for the benefit of the OWNER to assist in the rehabilitation of the PROPERTY, the receipt whereof is hereby acknowledged by OWNER.
2. OWNER agrees that OWNER uses and maintains in the usual course of business the PROPERTY for a period of at least Choose an item. years from the date of this document.
3. For a period of Choose an item. years from the date of this document, if the PROPERTY shall be sold, refinanced, or transferred, the OWNER shall repay to the CRA/CITY the financial assistance provided to OWNER under the CRA/CITY Institutional Rehabilitation Program immediately upon the sale, refinance, or transfer of the PROPERTY.
4. OWNER understands and agrees that this agreement shall be recorded in the office of the Clerk of the Circuit Court in and for St. Johns County, Florida, and its obligations thereof shall run with title to the PROPERTY and shall encumber and burden title to the PROPERTY.
5. THE OWNER UNDERSTANDS AND AGREES THAT THIS INSTRUMENT SHALL PLACE A MORTGAGE LIEN UPON OWNER PROPERTY DESCRIBED HEREIN ABOVE AND THIS AGREEMENT SHALL BE BINDING UPON THE HEIRS, DEVISEES, SUCCESSORS, AND ASSIGNS OF THE OWNER.
6. In any instance where OWNER endeavors to refinance existing or obtain new mortgage(s) that are being secured by the PROPERTY, this Security Agreement may NOT be subordinated, unless agreed to in writing by the CRA/CITY.
7. The OWNER further understands and agrees that any benefit received by OWNER as a result of false or misleading information submitted to CRA/CITY or its independent contractors shall be paid back to the CRA/CITY by the OWNER immediately upon discovery of same.
8. All obligations and conditions herein and within the related HISTORIC PRESERVATION COVENANT (COVENANT) recorded in the public records of St. Johns County that are applicable to OWNER are secured by this mortgage lien PROVIDED that if the OWNER shall meet or pay all obligations described herein and in the COVENANT and shall comply with all conditions and perform all agreements set forth herein and in the COVENANT, then this mortgage lien and the estate hereby created shall cease and be null and void after a period of Choose an item. years from the date of this document.

**\* \* \* SIGNATURES APPEAR ON THE FOLLOWING PAGE \* \* \***



**IN WITNESS WHEREOF**, OWNER has executed this instrument under seal on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**“OWNER”**

\_\_\_\_\_  
Signature

Print: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

Print: \_\_\_\_\_

\_\_\_\_\_  
Witness

Print: \_\_\_\_\_

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

I HEREBY CERTIFY that on this day, personally appeared before me, by means of [ ] physical presence or [ ] online notarization, \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of Florida

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY

TO REIMBURSE THE CRA/CITY FOR THE NO-INTEREST LOAN AND TO CLEAR THE TITLE OF THIS LIEN, CONTACT CITY OF ST. AUGUSTINE HISTORIC PRESERVATION/COMMUNITY DEVELOPMENT. CASHIER CHECK OR MONEY ORDER SHOULD BE MADE PAYABLE TO CITY OF ST. AUGUSTINE, FLORIDA FOR REPAYMENT OF THE CITY OF ST. AUGUSTINE CRA INSTITUTIONAL GRANT PROGRAM LIEN.

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**EXHIBIT "B"**

**INSTITUTIONAL GRANT PROGRAM FUNDS ALLOCATED**

# CITY OF ST. AUGUSTINE

## RELEASE AND WAIVER

COMES NOW \_\_\_\_\_ (“OWNER”), whose mailing address is \_\_\_\_\_, who for good and valuable consideration, including the mutual promises and covenants herein contained, the adequacy and receipt of which are hereby acknowledged, hereby releases and holds harmless the **CITY OF ST. AUGUSTINE COMMUNITY REDEVELOPMENT AGENCY** (“CRA”) and the **CITY OF ST. AUGUSTINE, FLORIDA** (“CITY”), whose mailing address is P.O. Box 210, St. Augustine, Florida 32084, as follows:

The OWNER, for itself, its legal representatives, heirs, officials, agents, employees and assigns hereby authorizes the repair of the church building located on the OWNER’S property, as described in **EXHIBIT “A” – SCOPE OF WORK**, which is hereby incorporated by reference, and releases, waives and discharges the CITY, its officials, agents, contractors, and employees from all liability to the OWNER, its legal representatives, successors and assigns for all and any claims, including, but not limited to, torts, breach of contract, regulatory claims, wrongful death, and common law or statutory warranty claims, including reasonable attorney’s fees and court costs at trial or appellate levels, to OWNER’S person or property, whether real or personal, whether caused by negligence or otherwise, arising out of the repairs described herein located on the OWNER’S property. No third-party beneficiaries are contemplated or created pursuant to the terms of this Agreement.

**INDEMNIFICATION:** OWNER agrees, to the extent allowed by law and except and to the extent caused by the City’s gross negligence or intentional misconduct, to protect, defend, reimburse, indemnify and hold the CITY, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including reasonable attorney fees, and causes of action of every kind and character by reason of any damage to property or the environment or bodily injury, including death, incurred or sustained by any other person or any governmental agency arising out of or incident to or in connection with the repairs described herein. OWNER recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of this indemnification in accordance with laws of the State of Florida.

**DUTY TO COOPERATE:** OWNER agrees to timely and completely cooperate with CITY, its officials, agents, contractors, and employees, in all aspects of the scope of work, including but not limited to, providing access to the structure and property, complying with safety protocols and access restrictions on an active worksite, and completing any necessary ancillary documentation as a condition of the Institutional Rehabilitation Program. In addition, OWNER understands and agrees that onsite contractors and subcontractors are under the supervision and control of CITY, and any OWNER questions or concerns must be directed to CITY officials and not to the on-site contractor or subcontractors. OWNER’S cooperation is a key condition of OWNER’S participation in the Institutional Rehabilitation Program, and failure to cooperate may result in suspension or termination of OWNER’S eligibility in the program.

**NO WARRANTY:** The CITY does not make any representation nor extends any warranties of any kind, either express, implied, statutory, or otherwise, with respect to the subject matter of this Agreement.

**NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding anything to the contrary in the foregoing or within this Release and Waiver Agreement, the CITY shall not relinquish or waive any of its rights as a sovereign local government and the CITY reserves all rights and defenses under applicable sovereign immunity law.

OWNER further acknowledges that this Release and Waiver affects its legal rights and that OWNER freely, voluntarily and knowingly agrees to and executes this Release and Waiver after having received the opportunity to seek legal counsel for advice as to its legal rights and after its free and voluntary decision whether to seek legal counsel.

**“OWNER”**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

Print: \_\_\_\_\_

\_\_\_\_\_  
Witness

Title: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

Print: \_\_\_\_\_

-----  
STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day, personally appeared before me, by means of [] physical presence or [] online notarization, \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:  
  
\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
Notary Public, State of Florida

**EXHIBIT "A"**

**SCOPE OF WORK**



## OWNER'S AUTHORIZATION FOR AGENT

\_\_\_\_\_ is/are hereby authorized TO ACT ON BEHALF OF the owner(s) of those lands described within the attached application, and described in the attached deed or other such proof of ownership as may be required, in applying to the City of St. Augustine's:

*(check all that apply)*

- Historic Architectural Review Board
- Planning and Zoning Board
- CRA Institutional Rehabilitation Grant
- City Commission/CRA

Property located at: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Print Name of Owner

\_\_\_\_\_  
Telephone

Sworn to and subscribed before me by means of [ ] physical presence or [ ] online notarization, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_

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

[ ] Personally known to me -OR- [ ] Produced identification

Type of identification produced: \_\_\_\_\_

## APPENDIX D: LINCOLNVILLE CRA INSTITUTIONAL GRANT PROGRAM DOCUMENT CHECKLIST

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### 1. APPLICATION –

- a. Make sure all attachments are included:
  - i. Proof of Ownership (*i.e. property deed*)
  - ii. Agent’s Authorization (*if applicable*)
  - iii. Current Photos of Structure (*interior and exterior*)
  - iv. Documents and Photos Related to Historical Background of Structure.
- b. Make sure box above signature line is checked.

### 2. HISTORIC PRESERVATION COVENANT –

- a. Make sure all blanks in paragraph 1 are filled in:
  - i. Day
  - ii. Month
  - iii. Year
  - iv. Owner Name
  - v. Address of Property
- b. Make sure number of years is selected in paragraph 2.
- c. Make sure day, month, year and owner name are filled in on signature page.
- d. Make sure Exhibit “A” - Legal Description is attached.

### 3. SECURITY AGREEMENT/MORTGAGE LIEN –

- a. Make sure all blanks in paragraph 1 are filled in:
  - i. Day
  - ii. Month
  - iii. Year
  - iv. Owner Name
  - v. Owner’s Mailing Address
  - vi. Address of Property
- b. Make sure number of years is selected in paragraphs 2, 3, and 8. All should match.
- c. Make sure Exhibit “A” - Legal Description is attached.
- d. Make sure Exhibit “B” - Institutional Grant Program Funds Allocated is attached.

### 4. RELEASE & WAIVER –

- a. Make sure all blanks in paragraph 1 are filled in:
  - i. Owner’s Name
  - ii. Owner’s Mailing Address
- b. Make sure Exhibit “A” – Scope of Work is attached.

### 5. OWNER’S AUTHORIZATION –

- a. Make sure this form is included if an agent will be acting on the owner’s behalf.
- b. Make sure “CRA Institutional Rehabilitation Grant” box is checked.



**APPENDIX E: INSTITUTIONAL REHABILITATION PROGRAM GRANT LIEN & HISTORIC PRESERVATION COVENANT REQUIREMENT CHART**

| <b>GRANT AMOUNT</b>   | <b>TIME REQUIREMENT &amp;<br/>TYPE OF DOCUMENT RECORDED ON THE<br/>PROPERTY DEED</b> |
|-----------------------|--|
| \$1 -- \$10,000       | 3-year minimum covenant and lien   |
| \$10,001 -- \$25,000  | 5-year minimum covenant and lien   |
| \$25,001 -- \$50,000  | 10-year minimum covenant and lien  |
| \$50,001 -- \$100,000 | 15-year minimum covenant and lien  |
| \$100,001 and above   | 20-year minimum covenant and lien  |

