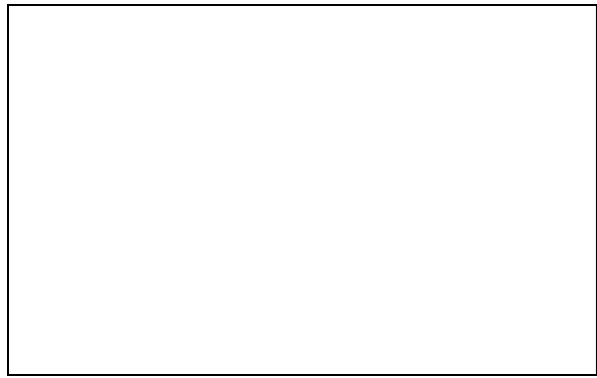


This instrument was prepared under the direction and supervision of Isabelle C. Lopez, City Attorney, P.O. Box 210, St. Augustine, Florida 32085



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 Choose an item. 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