

RESOLUTION NO. 2019- 445

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, GRANTING AN AD VALOREM TAX EXEMPTION FOR HISTORIC PROPERTY LOCATED AT 34 GRANADA STREET (RELOCATED FROM 32 GRANADA STREET), ST. AUGUSTINE, FLORIDA, LIMITED TO EXTERIOR QUALIFYING IMPROVEMENTS TO THE QUALIFIED HISTORIC STRUCTURE, IN ACCORDANCE WITH ST. JOHNS COUNTY ORDINANCE 97-61 AND SECTION 196.1997, FLORIDA STATUTES, AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, St. Johns County Ordinance 97-61, known as the St. Johns County Historic Preservation Property Tax Exemption Ordinance, sets out the procedures for an ad valorem tax exemption to be given to an owner of historic property in St. Johns County in the amount of the assessed value of the improvements to be determined by the Property Appraiser's Office; and

WHEREAS, St. Johns County Ordinance 97-61, authorizes the Planning and Building Division of the City of St. Augustine to supervise and administer the rules and regulations pertaining to review of applications for property tax exemptions, and provides for review by the City's Historic Architectural Review Board (HARB) pursuant to Sections 196.1997 and 196.1998, Florida Statutes; and

WHEREAS, the City Commission of the City of St. Augustine passed Resolution No. 2019-44 on November 12, 2019, finding that the application for historic preservation property tax exemption for property located at 34 Granada Street, St. Augustine, Florida had been properly reviewed and approved by the City's HARB, and designated that the property is an historic property; and

WHEREAS, the property located at 34 Granada Street, St. Augustine, Florida is owned by 46 Avenida Menendez Inc., of St. Augustine, FL; and

WHEREAS, the applications and other documents submitted to the City and other government agencies were submitted primarily by John Arbizzani, as legal representative of 46 Avenida Menendez Inc.; and

WHEREAS, the Board of County Commissioners finds it appropriate and in the public interest to grant a partial historic property tax exemption limited to the exterior qualified improvements of the structure, to 46 Avenida Menendez Inc., the owner of the property at 34 Granada Street, St. Augustine, Florida, for a period of ten (10) years beginning January 1, 2020 through December 31, 2029, provided that the property owner

complies with the Covenant to ensure protection of the historical and architectural integrity of the site.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AS FOLLOWS:

Section 1. Findings of Fact. The above recitals are hereby incorporated into the body of this Resolution and are adopted as findings of fact.

Section 2. The historic property is located at 34 Granada Street, St. Augustine, Florida, and is owned by 46 Avenida Menendez Inc.

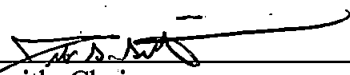
Section 3. The historic property ad valorem tax exemption begins January 1, 2020, and expires December 31, 2029, for the property located at 34 Granada Street, St. Augustine, Florida.

Section 4. The historic property meets the requirements of Section 196.1997, Florida Statutes.

Section 5. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of December, 2019.

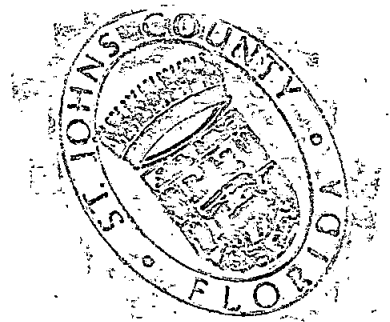
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: 
Jeb S. Smith, Chair

RENDITION DATE 12/19/19

ATTEST: Brandon Patty, Clerk


Deputy Clerk



Prepared by and return to:
Howard L. Alford, Esq.
Averitt & Co., PA
3010 South Third Street, Suite B
Jacksonville Beach, FL 32250

QUIT CLAIM DEED

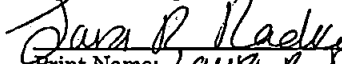
THIS QUIT CLAIM DEED, executed this 16 day of November, 2009, is made from EDENA CARRIER, aka Edena S. Carrier, a single woman ("Grantor"), whose address is c/o Michael Carrier, 6674 Brook Hollow Ct., N.E., Keizer, Oregon 97303, to 46 AVENIDA MENENDEZ, INC., a Florida corporation ("Grantee"), whose post office address is 44 Avenida Menendez, St. Augustine, Florida 32084.

WITNESSETH, that the Grantor for and in consideration of the sum of \$10.00 in hand paid by the Grantee, together with other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby agree to sell and convey, and does hereby sell and convey, remise, release and quit claim unto the said Grantee, all the right, title, interest, claim and demand which the said Grantor has in and to the lands and all improvements affixed thereto, situate, lying and being in the County of St. Johns, State of Florida, including without limitation any and all life estate interest therein and easement thereover, said lands being described on Exhibit A attached hereto and by reference made a part hereof (such lands and interests therein being called the "Property"); and with respect to which the Grantor confirms and certifies to all persons that the Property is not the homestead of Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee forever.


IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its authorized representative thereunto authorized, the day and year first above written.

Signed in the presence of:


Print Name: Laura R. Radke

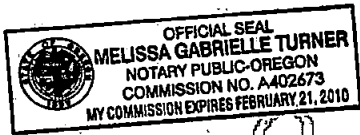

Print Name: Theresa R. West

EDENA CARRIER, aka Edena S. Carrier

By: 
Print name: Michael Carrier
As Attorney-in-Fact for Edena Carrier

STATE OF Oregon
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 16 day of November, 2009, by Michael Carrier, acting as attorney-in-fact for Edena Carrier, and who is personally known to the undersigned or who produced OR M as identification.



mt
Print name: Melissa Turner
Notary Public in and for the State OR
and County aforesaid Marion

My commission expires: Feb 21, 2010
Commission No. A402673

COPY

EXHIBIT "A"

(DESCRIPTION OF PROPERTY)

PROPERTY SITUATE IN ST. JOHNS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

IN THE CITY OF ST. AUGUSTINE, IN BLOCK 46-J, ACCORDING TO THE OFFICIAL MAP OF SAID CITY, DATED JANUARY 1, 1905, BEGINNING AT A POINT ON THE WEST SIDE OF GRANADA STREET, SAID POINT BEING SOUTHERLY 92.4 FEET FROM THE INTERSECTION OF THE BUILDING LINES ON THE WEST SIDE OF GRANADA STREET AND THE SOUTH SIDE OF CEDAR STREET, SAID POINT OF BEGINNING BEING ALSO THE SOUTHEAST CORNER OF THE LOT NOW OR FORMERLY OWNED BY MELVILLE. FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 19 DEGREES 30 MINUTES EAST ON THE WEST LINE OF GRANADA STREET, 56.65 FEET, TO THE MIDDLE OF A CONCRETE BLOCK WALL; THENCE SOUTH 75 DEGREES 41 MINUTES WEST, ALONG THE MIDDLE OF SAID WALL, 96.85 FEET TO THE END OF SAID WALL; THENCE CONTINUE SOUTH 75 DEGREES 41 MINUTES WEST A DISTANCE OF 30 FEET; THENCE NORTH 15 DEGREES 53 MINUTES WEST A DISTANCE OF 12.6 FEET; THENCE NORTH 75 DEGREES 44 MINUTES EAST, A DISTANCE OF 29.7 FEET; THENCE NORTH 17 DEGREES 05 MINUTES WEST A DISTANCE OF 45.55 FEET; THENCE NORTH 76 DEGREES 22 MINUTES EAST, A DISTANCE OF 94.5 FEET TO THE WEST LINE OF GRANADA STREET AND THE POINT OF BEGINNING.

~~EXCEPTING THEREFROM THE PROPERTY AS DESCRIBED IN DEED DATED AUGUST 14, 1968, RECORDED IN OFFICIAL RECORDS BOOK 131, PAGE 507, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.~~

TOGETHER WITH ANY AND ALL OF GRANTOR'S INTERESTS THEREIN AND THERETO

All the above lands being one and the same property as described in that certain Warranty Deed dated November 30, 1999 recorded in OR 1458, PG 865, public records of St. Johns County, FL; and in that certain Warranty Deed dated November 12, 1993, recorded in OR 1033, PG 1195, public records of St. Johns County, FL.

RESOLUTION NO. 2019-44

FOR THE CITY OF ST. AUGUSTINE, FLORIDA, GRANTING AN AD VALOREM TAX EXEMPTION FOR AN HISTORIC PROPERTY LOCATED AT 34 GRANADA STREET (RELOCATED FROM 32 GRANADA STREET) LIMITED TO EXTERIOR QUALIFYING IMPROVEMENTS TO THE LOCAL LANDMARK BUILDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission for the City of St. Augustine, Florida, is the local governing authority as prescribed by s. 196.1997, Florida Statutes, to approve an ad valorem tax exemption for an historic property; and

WHEREAS, the City Commission finds that the building located at 34 Granada Street (relocated from 32 Granada Street) is owned by 46 Avenida Menendez, Inc. pursuant to O.R. 1458, PG 845; and

WHEREAS, the building was designated as an historic landmark under the terms of the local preservation ordinance by the Historic Architectural Review Board on September 15, 2016; and

WHEREAS, on September 26, 2019, the HARB for the City of St. Augustine reviewed the work completed at 34 Granada Street and approved a certificate of completeness, and recommended the property located at 34 Granada Street for an historic property tax exemption limited to the exterior qualified improvements of the local landmark structure; and

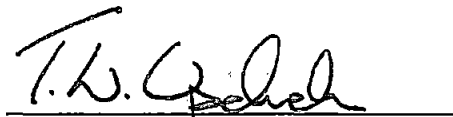
WHEREAS, the City Commission for the City of St. Augustine has reviewed and approved the associated Historic Preservation Property Tax Exemption Covenant and hereby determines that it is in the best interest of public health, safety, and general welfare to grant an historic preservation property tax exemption;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION FOR THE CITY OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

Section 1. Historic Preservation Property Tax Exemption. The City Commission for the City of St. Augustine, Florida, finds that the historic property located at 34 Granada Street meets the requirements of s. 196.1977, Florida Statutes, and hereby grants an ad valorem property tax exemption for the qualifying improvements on the exterior of the landmark building made at 34 Granada Street subject to the recordation of an Historic Preservation Property Tax Exemption Covenant consistent with the requirements of s. 196.1977, Florida Statutes. The property tax exemption begins January 1, 2020 and expires on December 31, 2029.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

ADOPTED in Regular Session of the City Commission for the City of St. Augustine, Florida, this 12th day of November 2019.



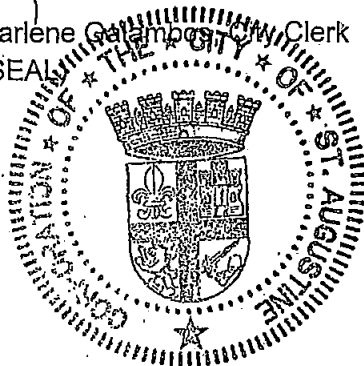
Tracy Upchurch, Mayor-Commissioner

ATTEST:

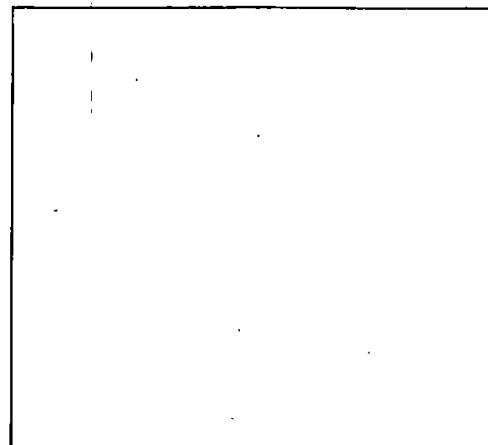


Darlene Galambos, Clerk

(SEAL)

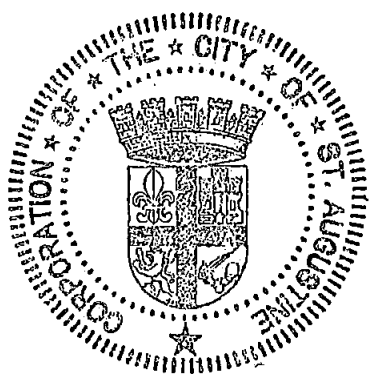


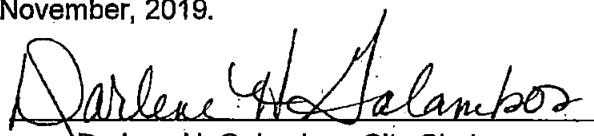
CITY OF ST. AUGUSTINE
COUNTY OF ST. JOHNS
STATE OF FLORIDA



I, Darlene Galambos, City Clerk, City of St. Augustine, Florida, do hereby certify that the attached **HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT AND RESOLUTION 2019-44 GRANTING AN AS VALOREM TAX EXEMPTION FOR PROPERTY LOCATED AT 34 GRANADA STREET**, contains a full, true and correct copy as the same that appears of Record and on file in my office, City of St. Augustine, 2nd Floor, S.E., Elevator B, City Hall, 75 King Street.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the corporate seal of the City of St. Augustine, Florida, on this 18th day of November, 2019.




Darlene H. Galambos, City Clerk

HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made the 12th day of November, 2019, by
46 Avenida Menendez, Inc. (hereinafter referred to as the Owner)
and in favor of the City of St. Augustine
(hereinafter referred to as the Local Government) for the purpose of the restoration,
renovation or rehabilitation of a certain Property located at 34 Granada Street, St. Augustine,
Florida, 32084, which was relocated from 32 Granada Street, St. Augustine, Florida, 32084

_____ which is owned in fee simple by the Owner and is listed in the National Register of Historic Places or locally designated under the terms of a local preservation ordinance or is a contributing property to a National Register listed district or a contributing property to a historic district under the terms of a local preservation ordinance. The areas of significance of this property, as identified in the National Register nomination or local designation report for the property or the district in which it is located, are X architecture, X history, _____ archaeology.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows (include city reference, consisting of repository, book, and page numbers): _____

Parcel Identification 203250-0000, OR Book 1458 Page 845

In consideration of the tax exemption granted by the Local Government, the Owner hereby agrees to the following for the period of the tax exemption which is from January 1, 2020 to December 31, 2029:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places or designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the () Division of Historical Resources (X) Local Historic Preservation Office.

The address of the certified Local Historic Preservation Office, if one exists in the jurisdiction, is:

Name of Office/Agency: City of St. Augustine Historic Preservation Division
Address: 75 King Street
City: St. Augustine Zip: 32084
Telephone: 904-209-4326

The address of the Division of Historical Resources is:

Bureau of Historic Preservation
Division of Historical Resources
R. A. Gray Building, 500 South Bronough Street
Tallahassee, Florida 32399-0250
Telephone Number: (850) 245-6333 or (800) 847-PAST (7278)

3. *[Only for properties of archaeological significance]* The Owner agrees to ensure the protection of the site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the site is obtained pursuant to 2. above.

4. The Owner agrees that the () Division of Historical Resources (X) Local Historic Preservation Office and appropriate representatives of the Local Government, their 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 this Covenant by the Owner or any successor-in-interest during the term of the Covenant, the Division of Historical Resources Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform the Division of Historical Resources Local Historic Preservation Office in writing of the damage to the Property, including (1) an assessment of the nature and extent of the damage; and (2) 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. In order to maintain the tax exemption, 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 Division of Historical Resources Local Historic Preservation Office.

7. If the Property has been destroyed or severely damaged by accidental or natural causes, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will notify the Division of Historical Resources Local Historic Preservation Office in writing of the loss. The Division of Historical Resources Local Historic Preservation Office will evaluate the information provided and notify the Owner in writing of its determination regarding removal of the Property from eligibility for tax exemption. If the

() Division of Historical Resources (X) Local Historic Preservation Office determines that the property should be removed from eligibility for tax exemption, it will notify the Property Appraiser of the county in which the Property is located in writing so that the tax exemption can be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the () Division of Historical Resources (X) Local Historic Preservation Office shall notify the Owner in writing. For the purpose of this Covenant, "gross negligence" means the omission of care, which even inattentive and thoughtless persons never fail to take of their own property. The Owner shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owner cannot show such circumstances, he shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, 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 () Division of Historical Resources (X) Local Historic Preservation Office. If the Owner does not complete the restoration work on the agreed upon time schedule, the () Division of Historical Resources (X) Local Historic Preservation Office will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property owner, transferees, and their heirs, successors, or assigns.

This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

OWNER

46 Avenida Menendez, Inc.
L. John Arbizzani
Name

L. John Arbizzani
Signature

10/25/19
Date

LOCAL GOVERNMENT: City of St. Augustine

Tracy Upchurch
Name of Authorized
Local Official

T. Upchurch
Signature

11/12/2019
Date

Mayor-Commissioner
Title

ATTEST:

Darlene Galambos
Darlene Galambos, City Clerk

