

RESOLUTION NO. 2019- 446

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, GRANTING AN AD VALOREM TAX EXEMPTION FOR HISTORIC PROPERTY LOCATED AT 9 MILTON STREET, ST. AUGUSTINE, FLORIDA, 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. 2019-45 on November 12, 2019, finding that the application for historic preservation property tax exemption for property located at 9 Milton 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 9 Milton Street, St. Augustine, Florida is owned by Roger and Tracy VanDusen, of St. Augustine, FL; and

WHEREAS, the applications and other documents submitted to the City and other government agencies were submitted primarily by Roger and Tracy VanDusen, as legal representatives of Roger and Tracy VanDusen; and

WHEREAS, the Board of County Commissioners finds it appropriate and in the public interest to grant an historic property tax exemption to Roger and Tracy VanDusen the owners of the property at 9 Milton 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 9 Milton Street, St. Augustine, Florida, and is owned by Roger and Tracy VanDusen.

Section 3. The historic property ad valorem tax exemption begins January 1, 2020, and expires December 31, 2029, for the property located at 9 Milton 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: [Signature]
Jeb S. Smith, Chair

RENDITION DATE 12/19/19

ATTEST: Brandon Patty, Clerk

[Signature]
Deputy Clerk



Prepared by and return to:
Vickie A. Rianda

Island Title of St. Augustine LLC
2085 A1A South Suite 206
St. Augustine, FL 32080
904-471-7272
File Number: 16-03231

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 16th day of September, 2016 between Thomas D. Pierce, an unmarried person, whose post office address is 6 Milton Avenue, St. Augustine, Florida 32084, grantor, and Roger VanDusen and Tracy VanDusen, husband and wife, whose post office address is 131 32nd Avenue South, Jacksonville, Florida 32250, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100.DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Johns County, Florida to-wit:

Lot 73, Nelmar Terrace, a subdivision according to the plat thereof recorded at Map Book 2, Page 1, Public Records of St. Johns County, Florida.

Parcel Identification Number: 154490-0000

Subject to covenants, restrictions, reservations and easements of record, if any, and taxes for the current and subsequent years.

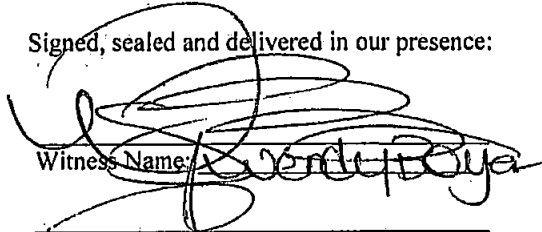
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.


To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Name: Wendy Rene Boyer

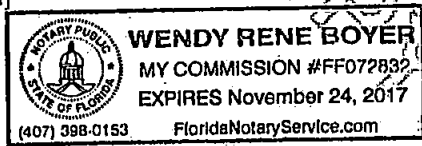
 (Seal)
Thomas D. Pierce

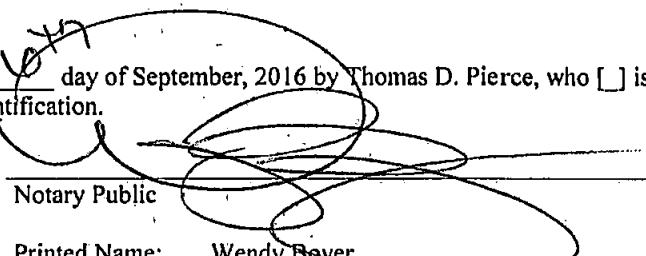
Witness Name: Wendy Rene Boyer

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 16th day of September, 2016 by Thomas D. Pierce, who is personally known or has produced a driver's license as identification.

[Notary Seal]




Notary Public

Printed Name: Wendy Boyer

My Commission Expires: November 24, 2017

RESOLUTION NO. 2019-43

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF ST. AUGUSTINE, FLORIDA, GRANTING AN AD VALOREM TAX EXEMPTION FOR AN HISTORIC PROPERTY LOCATED AT 9 MILTON STREET; 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 property located at 9 Milton Street is owned by Roger VanDusen and Tracy VanDusen, pursuant to O.R. 4257, PG 979, and is designated as an historic property under the terms of the local preservation ordinance; and

WHEREAS, on September 26, 2019, the HARB for the City of St. Augustine reviewed the work completed at 9 Milton Street and approved a certificate of completeness, and recommended the property located at 9 Milton Street for an historic property tax exemption; 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;

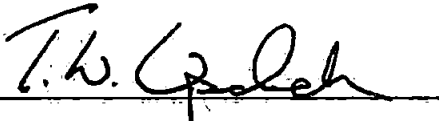
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION FOR THE CITY OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

Section 1. Historic Preservation Property Tax Exemption. The City Commission for the City of St. Augustine, Florida, finds that the historic property located at 9 Milton Street meets the requirements of s. 196.1977, Florida Statutes, and hereby grants an ad valorem property tax exemption for the improvements made at 9 Milton Street subject to the recordation of an Historic Preservation Property Tax Exemption Covenant consistent with the requirements

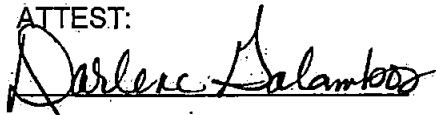
of s. 196.1977, Florida Statutes. The property tax exemption begins January 1, 2020 and expires on December 31, 2029.

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

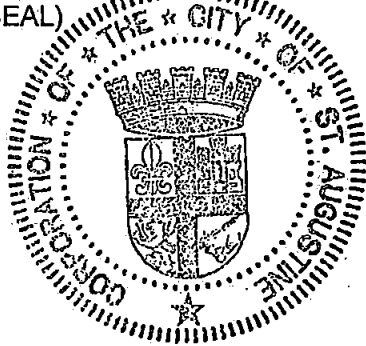
ADOPTED in Regular Session of the City Commission for the City of St. Augustine, Florida, this 12th day of November 2019.


Tracy Upchurch, Mayor-Commissioner

ATTEST:



Darlene Galambos, City Clerk
(SEAL)



HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made the 12th day of November, 2019, by Roger VanDusen and Tracy VanDusen (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 9 Milton 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): Lot 73, Nelmar Terrace
Parcel Identification 154490-0000 OR Book 4257 Page 979

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

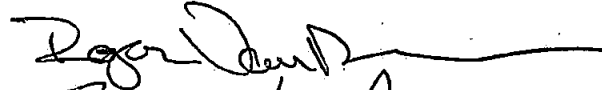
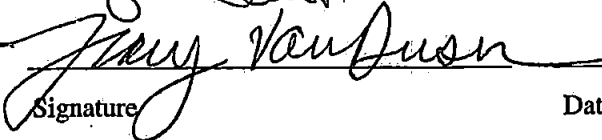
() Division of Historical Resources (X) Local Historic Preservation Office determines that the property should be removed from eligibility for tax exemption, it will notify the Property Appraiser of the county in which the Property is located in writing so that the tax exemption can be cancelled for 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.

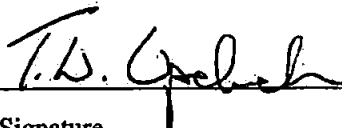
9. The terms of this Covenant shall be binding on the current Property owner, transferees, and their heirs, successors, or assigns.

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

OWNER

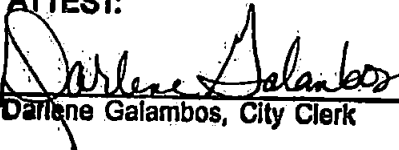
Roger VanDusen		11/12/19
Tracy VanDusen		11/12/19
_____ Name	_____ Signature	_____ Date

LOCAL GOVERNMENT: City of St. Augustine

Tracy Upchurch		11/12/2019
_____ Name of Authorized Local Official	_____ Signature	_____ Date

Mayor-Commissioner

Title

ATTEST:

Darlene Galambos, City Clerk

