

RESOLUTION NO. 2023- 184

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ALLOCATING \$460,000 FROM THE AFFORDABLE HOUSING GRANT PROGRAM TO BE OFFERED AS A LOCAL GOVERNMENT CONTRIBUTION FOR AN ABILITY HOUSING, INC. PROJECT SEEKING FUNDING UNDER THE FLORIDA HOUSING FINANCE CORPORATION LOW INCOME HOUSING TAX CREDIT PROGRAM FOR THE CREATION OF AFFORDABLE RENTAL UNITS; APPROVING THE TERMS, CONDITIONS, AND PROVISIONS OF A GRANT AGREEMENT; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE GRANT AGREEMENT ON BEHALF OF THE COUNTY; PROVIDING FOR VOIDING OF THE GRANT FUNDS UNDER CERTAIN CONDITIONS.**

**RECITALS**

**WHEREAS**, the St. Johns County Affordable Housing Grant Program provides grants to eligible organizations to fund a wide range of activities to provide affordable housing for very low, low, and moderate-income residents of St. Johns County; and

**WHEREAS**, Ability Housing, Inc. is developing a 92-unit new construction affordable housing development known as Villages of New Augustine (the "Project") located on three separate parcels consisting of 6.41 acres in West Augustine to provide affordable housing for low- and moderate-income person and families in St. Johns County; and

**WHEREAS**, Ability Housing submitted a complete and timely application seeking \$460,000 in grant funds from the St. Johns County Affordable Housing Grant Program as a required local match used in conjunction with Ability Housing's application for funding under the Florida Housing Finance Corporation (FHFC) Low Income Housing Tax Credit Program which provides funding to affordable rental housing developers as an equity investment in a rental development in exchange for a commitment to provide affordable units

**WHEREAS**, receiving a funding commitment from the County will increase the competitiveness of Ability Housing's application with FHFC; and

**WHEREAS**, should FHFC not award funds to Ability Housing under its application for the Project, the County's award of these grant funds is void; and

**WHEREAS**, the Board of County Commissioners have determined that allocating these grant funds and expending the approved grant funds serves a public purpose and is in the best interest of the County.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, as follows:**

**Section 1.** The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissioners hereby allocates \$460,000 from the Affordable Housing Trust Fund to Ability Housing, Inc. and approves the terms, provisions, and conditions of the Grant Agreement between the County and Ability Housing, Inc., and authorizes the County Administrator, or designee, to execute any required forms or authorizations and the Grant Agreement, in substantially the same form and format as attached, on behalf of the County.


**Section 3.** Should Ability Housing, Inc. not receive the funding applied for through the Florida Housing Finance Corporation Low Income Housing Tax Credit Program, the grant funds allocated herein shall automatically be voided without further action of the Board, but without prejudice to Ability Housing, Inc. to reapply for any available County funding.

**Section 4.** To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

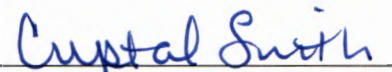
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County this 6th day of June 2023.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

Rendition Date JUN 06 2023

By:   
Christian Whitehurst, Chair

ATTEST: Brandon J. Patty,  
Clerk of the Circuit Court and Comptroller

By:   
Deputy Clerk



**AFFORDABLE HOUSING GRANT  
AGREEMENT BETWEEN ST. JOHNS  
COUNTY AND ABILITY HOUSING, INC.**

**THIS AFFORDABLE HOUSING GRANT AGREEMENT (“Agreement”)** is entered into by and between St. Johns County, a political subdivision of the state of Florida (hereinafter referred to as “County”), and Ability Housing, Inc. a Florida not-for-profit corporation and federal 501(c)(3) corporation (hereinafter referred to as “Grantee” or “Ability Housing”), (each individually a "Party" and collectively "Parties").

**RECITALS**

**WHEREAS**, the St. Johns County Affordable Housing Grant Program provides grants to eligible organizations to fund a wide range of activities to provide affordable housing for very low, low, and moderate-income residents of St. Johns County; and

**WHEREAS**, Ability Housing, Inc. is developing a 92-unit new construction affordable housing development known as Villages of New Augustine (the “Project”) located on three separate parcels consisting of 6.41 acres in West Augustine; and

**WHEREAS**, Ability Housing submitted a complete and timely application seeking \$460,000 in grant funds from the St. Johns County Affordable Housing Grant Program as a required local match used in conjunction with Ability Housing’s application under the Florida Housing Finance Corporation (FHFC) Low Income Housing Tax Credit Program which provides funding to affordable rental housing developers as an equity investment in a rental development in exchange for a commitment to provide affordable units; and

**WHEREAS**, receiving a funding commitment from the County will increase the competitiveness of Ability Housing’s application with FHFC; and

**WHEREAS**, should FHFC not award funds to Ability Housing under its application for the Project, the County’s award of these grant funds is void.

**NOW THEREFORE**, in consideration of the provisions set forth below, the sufficiency of which is mutually acknowledged, County and Grantee agree as follows:

- 1. Incorporation of Recitals.** The above recitals are incorporated into the body of this Agreement and are adopted as findings of fact.
  
- 2. Duration of Agreement.** This Agreement shall commence upon execution by the Parties (“Effective Date”) and shall terminate 25 years from the Effective Date. Any request for an extension by Grantee of time beyond the termination date must be submitted to the County in writing no later than 30 days prior to the termination date of this Agreement. The request shall state

the reason that the extension is being requested and the length of time of the requested extension. The County shall have complete discretion with respect to whether to approve or deny a timely-submitted request.

3. **Scope of Services.** The Grantee shall use the grant funds exclusively for the Villages of New Augustine Affordable Housing Development and the performance of the services, deliverables, and tasks set forth in Exhibit A, Scope of Services, the content of which is incorporated into this Agreement.

4. **Modification of Agreement.** Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Grantee, constitutes a request to negotiate the terms of this Agreement and County may accept or reject any proposed modification based on County's determination and sole and absolute discretion, that any such acceptance or rejection is in the County's best interest.

5. **Funding.** The County agrees to provide funding to the Grantee for allowable costs in connection with the Grantee's performance of the Scope of Services set forth in Exhibit A. The maximum amount of funding the Grantee is eligible to receive under this Agreement is four hundred and sixty thousand dollars and no cents (\$460,000.00). It is expressly acknowledged that the funding amount does not constitute the full cost of the Scope of Services. It is Grantee's sole responsibility to obtain the necessary funds to complete the Scope of Services.

Payment shall be made on a lump sum basis once Ability Housing has secured financing from Florida Housing Finance Corporation and has been approved to proceed with the Project.

6. **Status Reports.** Except as provided below, during the term of this Agreement, Grantee shall submit quarterly status reports to the County. The report shall include a description of the work accomplished, any problems encountered, and any other relevant information with respect to the progress of the Scope of Services. Quarterly reports shall be submitted to the County by the following dates: December 15, March 15, June 15, and September 15.

Additionally, once Ability Housing has secured financing from Florida Housing Finance Corporation and has been approved to proceed with the Project Ability Housing shall submit an annual report to the County, as provided in Exhibit A, describing how the Project has positively affected affordable housing in St. Johns County.

7. **Retention, Auditing, and Review of Records.** Grantee shall retain all supporting documentation, statistical records, and any other records necessary to document its expenditures during the term of this Agreement for 5 years from the final payment. If any litigation, claim, negotiation, audit, or other action involving the records is initiated prior to the expiration of the 5-year period, the records shall be retained for one year after the final resolution of the action.



Grantee authorizes the County to review, inspect, and/or audit its books and records in order to determine whether compliance has been achieved with respect to the provisions of this Agreement.

It is specifically noted that Grantee is under no duty to provide access to documentation not related to this Agreement or that is otherwise protected by local, state, or federal law.

Any audit required under this section shall be submitted to the County no later than 180 days following the end of Grantee's fiscal year along with any corrective action plan if applicable. Failure by the Grantee to submit the audit within the required time shall result in the withholding of requested payments. In addition, the County may, at its option, terminate this Agreement. Upon written request from Grantee, and for good cause shown, the County may provide an extension of time to respond to an audit under this section.

**8. Disallowance of Funds.** If, as a result of review, inspection, or audit, Grantee cannot provide documentation of expenses, or it is determined that previously reimbursed expenses were unallowable, such funds shall be disallowed. Grantee shall refund all disallowed funds to the County, and no further payments shall be made under this Agreement until all disallowed funds are refunded to the County. Disallowed funds shall be refunded to the County within 30 days of Grantee's receipt of written notice from the County regarding the overpayment. If Grantee does not timely refund the disallowed funds, the County may charge interest in the amount of 1 percent per month compounded on the outstanding balance beginning 40 days after the date of notice.

**9. No Commitment of County Funds.** This Agreement is neither a general obligation of the County nor is it backed by the full faith and credit of the County. Although the County will make all reasonable efforts to provide grant funds, the County makes no express commitment to provide such funds in any given County fiscal year. Pursuant to the requirements of Section 129.07, Florida Statutes, payment of each grant payment is subject to specific annual appropriations by the St. Johns County Board of County Commissioners sufficient to pay the grant payments during that County fiscal year. It is expressly acknowledged that Grantee cannot demand that the County appropriate or provide any such funds in any given County fiscal year.

It is expressly acknowledged that if grant funds are not available in one or more County fiscal years, Grantee is not entitled to receive additional payments in a succeeding County fiscal year in order to make up for the shortfall or unavailability of grant funds unless such payments are specifically authorized by resolution of the Board of County Commissioners.

**10. Notices.** All official notices to the County shall be delivered either by hand (receipt of delivery required) or by certified mail to:

Roberto Ortiz  
Housing & Community  
Services Manager  
Health & Human Services Department St. Johns County

200 San Sebastian View  
St. Augustine, FL 32084

With a copy to: St. Johns County  
Office of the County Attorney  
500 San Sebastian View  
St. Augustine, FL 32084

All official notices to Grantee shall be delivered either by hand (receipt of delivery required) or by certified mail to:

Shannon L. Nazworth, President  
Ability Housing, Inc.  
3740 Beach Boulevard, Suite 304  
Jacksonville, FL 32207

An official notice is any notice, request, or other communication required pursuant to sections 2, 4, 6, 7, 21, and 22 of this Agreement. All other correspondence not classified as official notices may be delivered by any means acceptable to both Parties, including faxing or emailing. It is expressly acknowledged by the Parties that text messaging is not an acceptable means of correspondence under this Agreement.

**11. Relationship of the County and Grantee.** This Agreement shall not be deemed to create any agency relationship, partnership, association, or joint venture between County and Grantee.

**12. Use of County Logo.** Pursuant to St. Johns County Ordinance 1992-2 and St. Johns County Administrative Policy 101.3, Grantee may not manufacture, display, or otherwise use the St. Johns County Seal/Logo or any facsimile or reproduction thereof without the express written approval of the Board of County Commissioners.

**13. Authority to Practice.** Grantee warrants that it has, and will continue to maintain all licenses and approvals required to conduct its business and the Scope of Services provided in this Agreement. Grantee further warrants that it will at all times conduct its business activities in a reputable manner.

**14. Compliance with Applicable Laws and Regulations.** Grantee shall comply with all applicable local, state, and federal laws and regulations in their performance under this Agreement. Failure to abide by all applicable local, state, and federal laws and regulations may result in the disallowance of grant funds by the County as provided above in Section 7 of this Agreement.

**15. Non-Discrimination.** Grantee shall comply with the following Equal Opportunity Statement:

“No person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole, or in part, with funds made available by St. Johns County.”

**16. No Conflict of Interest.** Grantee represents and warrants to County that it has not employed or retained any elected official, officer, or employee of County in order to secure this Agreement. Moreover, Grantee represents and warrants to County that it has not paid, offered to pay, or agreed to pay any fee, commission, percentage, brokerage, or gift of any kind contingent upon or in connection with securing and executing this Agreement.

**17. Non-lobbying.** Grantee agrees that funds received from the County under this Agreement shall not be used to lobby any organization, entity, person, or governmental unit in a manner inconsistent with the scope of this Agreement.

**18. Public Records.**

The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

In accordance with Florida law, to the extent that Grantee's performance under this Agreement constitutes an act on behalf of the County, the Subrecipient shall comply, with all requirements of Florida's public records law. Specifically, if Grantee is expressly authorized, and acts on behalf of County under this Agreement, Grantee shall:

i. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Activities;

ii. Upon request from County's custodian of public records, provide County, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

iii. Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if Grantee does not transfer the records to the County; and

iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of Grantee or keep and maintain public records required by the County to

perform the Activities.

If Grantee transfers all public records to the County upon completion of this Agreement, Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by Grantee to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0805  
publicrecords@sjcfl.us

**19. Effect of Failure to Insist on Strict Compliance.** The failure of either Party to insist on strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision on any subsequent occasion.

**20. Indemnification.** Grantee shall indemnify, defend, and hold County and its employees and agents in both their individual and official capacity harmless from any liabilities, claims, damages, and expenses, including attorney's fees and litigation costs, arising directly or indirectly out of any negligent, reckless, or intentional act or omission of Grantee's officers, employees, or agents in connection with this Agreement.

**21. Insurance.** Grantee shall not commence work under this Agreement until it has obtained all required insurance as set forth in Exhibit B, the content of which are incorporated into this Agreement, and such insurance has been approved by the County.

**22. Force Majeure.** Neither Party shall be held to be in non-compliance with this Agreement, or suffer any enforcement or penalty relating to this Agreement, where such non-compliance occurs as the result of a force majeure event. For the purposes of this section, a force majeure event is defined as an event beyond the control and without the fault or negligence of the affected Party which could not have been prevented through the exercise of reasonable diligence, including natural disaster (including hurricane, flood, or other acts of nature), strike, riot, war, terrorism or threat of terrorism, or other event that is reasonably beyond either Party's ability to anticipate or control.



When there is an event of force majeure, the affected Party shall immediately notify the other Party in writing giving the full particulars of the event of force majeure. The affected Party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance under this Agreement. Upon completion of the event of force majeure, the affected Party shall resume its performance under this Agreement as soon as reasonably practicable. If, due to an event of force majeure, the Grantee is unable to complete the scope of services within the term of this Agreement, the term of this Agreement may be extended for an amount of time not to exceed the length of the event of force majeure.

**23. Default and Termination.** In order for the Grantee to remain eligible for funding under this Agreement, Grantee must comply with the provisions set forth in this Agreement, including any incorporated attachments or exhibits. The failure of County to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of such provision on any subsequent occasion. Should County determine that the Grantee has failed to comply with any of the provisions set forth in this Agreement or the Scope of Services, County shall notify the Grantee of such non-compliance as provided above in section 9 of this Agreement. The Grantee shall have 14 days from the date of its receipt of a notice of non-compliance to submit a written response to County that either sufficiently documents the Grantee's compliance with the conditions set forth in the notice or sufficiently sets forth all corrective actions to be taken by the Grantee in order to come into compliance with this Agreement. If the Grantee fails to sufficiently establish its compliance with the provisions of this Agreement, or fails to provide a plan to cure approved by County within such time, County may terminate this Agreement, and the Parties shall be released from any further obligations under this Agreement.

**24. Assignment.** In light of the scope and rationale for this Agreement, neither Party may assign or transfer any of the rights associated with this Agreement without the express written consent of the other Party. Should either Party attempt to assign or transfer any of the rights associated with this Agreement without such written consent, this Agreement shall automatically terminate without further notice or action required on the part of the other Party.

**25. Amendments.** Both Parties acknowledge that this Agreement constitutes the complete understanding between the Parties.

**26. Governing Law and Venue.** This Agreement shall be construed according to the laws of Florida. Venue for any administrative or legal action arising in connection with this Agreement shall lie exclusively in St. Johns County, Florida.

**27. Severability.** If any portion of this Agreement, or the application thereof to any person or circumstance, is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable for any reason, such portion or application shall be severable. The remaining portions of this Agreement, and all applications thereof, not having been declared void, invalid, or otherwise unenforceable, shall remain in effect.

28. **Merger.** This Agreement constitutes the entire Agreement and understanding between the Parties as to the matters addressed herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, representations, and warranties, whether oral or written, relating to such matters.

29. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute the same agreement.

*[Remainder of this page intentionally left blank]*

**IN WITNESS WHEREOF**, the authorized representatives of the County and the Grantee have executed this Agreement on the dates provided below:

COUNTY:

Ability Housing, Inc.

\_\_\_\_\_  
Hunter S. Conrad  
County Administrator

\_\_\_\_\_  
Shannon L. Nazworth  
President

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Date of Execution

LEGALLY SUFFICIENT:

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Date of Execution

ATTEST:  
ST. JOHNS COUNTY CLERK OF COURT

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**EXHIBIT A**  
**Scope of Services**

**Grantee: Ability Housing, Inc.**  
**Project: Villages of New Augustine**

**Project Description.**

Ability Housing, Inc. (Ability Housing) is developing a 92-unit new construction affordable housing development known as Villages of New Augustine located on three separate parcels (Parcel IDs. 1159800000, 1158900000, and 1167700000) totaling approximately 6.41 acres in West Augustine as more particularly described in Exhibit C (hereinafter referred to as “the Project”). The largest parcel will consist of 4 three-story garden style apartments with a playground amenity for resident children to play. A 4,465 square foot community center will be constructed on the north side of Chapin which will consist of the following amenities; community room with pool table and mini shuffle board, training center with computer lab, fitness center, and office space for both property management and case management services. The third parcel west of Volusia street will be a nature trail for residents to enjoy.

**Project Funding.**

Funding for the Project will be provided through the following sources:

Affordable Housing Grant Program	\$ 460,000
FHFC Low Income Housing Tax Credit	\$14,867,263
First Mortgage	\$ 3,843,874
FHFC Viability Loan	\$ 4,265,345
St. Johns County ARPA	\$ 1,207,134
Deferred Developer Fee	\$ 1,009,296

**Project Development.**

Ability Housing is solely responsible for all costs involved in the planning and building of the necessary infrastructure and housing units, including any environmental studies, mitigation fees, impact fees, and development costs that may be necessary. Needed infrastructure may include roads, water lines, sewer lines, lift stations, electric lines, and phone lines.

Ability Housing will manage all design and construction work including bidding, contracting with licensed contractors, construction management, and direct payment of all costs associated with the construction and development of required infrastructure and housing units on this property.

Ability Housing will maintain the Project for affordable housing for a minimum of 25 years after the construction of and issuance of the first certificate of occupancy for any unit constructed within the Project. Ability Housing will be and is solely responsible for all occupancy costs and on-going maintenance of the Project after completion of construction.



Ability Housing shall submit to the County a full plan for the development of the infrastructure and housing to be constructed no later than \_\_\_\_\_.

**Resident Eligibility.**

Ability Housing shall rent the units to persons or families whose total qualified household income is between extremely low and moderate income (“Income Limits”). Ability Housing will set aside a minimum of 10% of the units at 30% AMI, a minimum of 10% of the units at 50% AMI, and the remaining units at 60% AMI (“Unit Set Asides”).

Ability Housing is responsible for income qualifying all households and recertify income qualifications on a yearly basis.

Ability Housing shall submit to the County a yearly report by January 15<sup>th</sup> of each year, identifying compliance with Income Limits and Unit Set Asides, as defined herein, for the previous calendar year.

**Resident Programs.**

Ability Housing will offer resident programs designed to promote self-sufficiency and development performance measures for increasing income for all residents of a working age group that have the ability to join the workforce. The following resident programs will be offered to all qualified tenants at Villages of New Augustine:

Employment Assistance. Once construction of the Project is completed, Management will provide, at no cost to the resident, a minimum of quarterly scheduled Employment Assistance Program workshops/meetings offering employment counseling by a knowledgeable employment counselor. Such a program includes employability skills workshops providing instruction in the basic skills necessary for getting, keeping, and doing well in a job.

Financial Management. Once construction of the Project is completed, Management will provide, at no cost to the residents, a series of classes to provide residents training in various aspects of personal financial management. Classes will be held at least quarterly, consisting of at least two (2) hours of training per quarter, and must be conducted by parties qualified to provide training regarding the respective topic area. The topic areas will include, but not be limited to:

- Financial budgeting and bill-paying including training in the use of technologies and web-based applications;
- Tax preparation including do's and don'ts, common tips and how and where to file, including electronically;
- Fraud prevention including how to prevent credit card and banking fraud, identity theft, computer hacking and avoiding common consumer scams;
- Retirement planning and savings options including preparing a will and estate

- planning; and
- Homebuyer education including how to prepare to buy a home, and how to access first-time homebuyer programs in the county in which the development is located.

**Performance Measures.**

Ability Housing must maintain the Project for affordable rental housing in accordance with the Income Limits and Unit Set Asides, as defined herein, for a minimum of 25 years commencing after construction completion and issuance of the first certificate of occupancy.

Should Ability Housing transfer ownership of all or part of the Project to any entity other than the County during the term of this Agreement, such transfer shall require the transferee to maintain the Project in accordance with the terms of this Agreement.

Ability must submit this following quarterly and annual reports:

Quarterly Status Reports. Ability Housing shall submit quarterly status reports to the County which provide a description of the master plan to build affordable housing on work accomplished, any problems encountered, and any other relevant information with respect to the progress of the Scope of Services. Quarterly reports shall be submitted to the County by the following dates: December 15, March 15, June 15, and September 15.

Annual reports. Ability Housing shall submit an annual report to the County describing how the project has positively affected affordable housing in St. Johns County.

Failure to maintain each housing unit for affordable housing purposes or to submit the above referenced reports may result in the recapture of grant funds as provided in Section 7 of the Agreement.



## **EXHIBIT C**

### **Property Description Maps and Pictures**

Certain property located in St. Johns County, Florida, more particularly described as:

Site #1 - Parcel ID 115890-0000 - southeast corner of Chapin St. and N. Volusia St.

Site #2 - Parcel ID 115980-0000 - northeast corner of Chapin St. and N. Volusia St.

Site #3 - Parcel ID 116770-0000 - approx. 209 ft. from southeast corner of Chapin and N. Brevard St.

All sites; unincorporated St. Johns County FL 32084.



