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# AGENDA ITEM ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

Deadline for Submission - Wednesday 9 a.m. - Thirteen Days Prior to BCC Meeting

#### 9/1/2020

	BCC MEETING	DATE						
TO: Hunter S. Conrac	d, County Administrator	DATE: Augu	st 6, 2020					
FROM: Shawna No	ovak, Director, Health and Human Serv	rices PHONE:	904 209-6089					
SUBJECT OR TITLE:	Affordable Housing Grant Agreement of St. Augustine/St. Johns County, Is		s County and Habitat for Humanity					
AGENDA TYPE:	Consent Agenda, Contract, Grant							
BACKGROUND INFORM	MATION:							
organizations to see Grant (CDBG) Production (Habitat) submitted Availability. The apwithin St. Johns application and see Community Service number of affordate funding. Habitat Street, for the purp The property is locaremoved from the funds to address use County Board of County Board o	On January 28, 2019, the County issued a Notice of Funding Availability, which invited eligible organizations to submit proposals for funding under the Community Development Block Grant (CDBG) Program. Habitat for Humanity of St. Augustine/St. Johns County, Inc. (Habitat) submitted an application for grant funds in response to the Notice of Funding Availability. The application proposed an approach to increasing the supply of Affordable Housing within St. Johns County. On May 17, 2019, an independent committee evaluated Grantee's application and scored it among the top three applications received. Staff of the Housing and Community Services Division worked with Habitat to modify their proposal so as to maximize the number of affordable housing units that the Grantee could produce, and recommended it for funding. Habitat proposes to purchase an undeveloped, 5.1 acre parcel of land on N. Volusia Street, for the purpose of building an affordable housing community with a minimum of 26 homes. The property is located in the West Augustine neighborhood. May 5, 2020, CDBG funds were removed from the budget approved for affordable housing projects, in order to re-allocate those funds to address urgent needs related to the COVID-19 Pandemic. July 7, 2020, the St. Johns County Board of County Commissioners approved Resolution 2020-232, which authorized the sale of a parcel of County-owned land. The proceeds of the sale will provide funding for affordable housing projects, including the proposed subject project.							
1. IS FUNDING REQUIR	<del></del>	YES, INDICATE IF	BUDGETED. Yes					
_	<b>ed, mandatory omb review is requ</b> <b>urce:</b> 0094-58200 (Housing-Aid to							
INDICATE FUNDING SO	URCE: 0094-36200 (Housing-Aid to	o Frivate Orgsj						
SUGGESTED MOTION/	RECOMMENDATION/ACTION:							
implement a subre	Motion to adopt Resolution 2020 authorizing the County Administrator, or his designee, to implement a subrecipient contract for Habitat for Humanity of St. Augustine/St. Johns County, NC., for the purpose of increasing the supply of affordable housing in St. Johns County.							
For Administration Us Legal: RL 8/14/2020		dmin: Joy Andrew	s 8/24/2020					

#### RESOLUTION NO. 2020-\_\_\_\_

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO IMPLEMENT A SUBRECIPIENT CONTRACT FOR HABITAT FOR HUMANITY OF ST. AUGUSTINE/ST. JOHNS COUNTY, INC., FOR THE PURPOSE OF INCREASING THE SUPPLY OF AFFORDABLE HOUSING IN ST. JOHNS COUNTY.

#### **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,** on January 28, 2019, the County issued a Notice of Funding Availability, which invited eligible organizations to submit proposals for funding under the Community Development Block Grant (CDBG) Program; and

**WHEREAS,** Habitat for Humanity of St. Augustine/St. Johns County, Inc. submitted a timely application for grant funds in response to the Notice of Funding Availability. This application proposed an approach to increasing the supply of Affordable Housing within St. Johns County, based on the extensive experience of the Grantee; and

**WHEREAS,** on May 17, 2019, an independent committee evaluated Grantee's application and scored it among the top three applications received; and

**WHEREAS,** Staff of the Housing and Community Services Division worked with Grantee to modify their proposal so as to maximize the number of affordable housing units that the Grantee could produce, and recommended it for funding; and

**WHEREAS,** Grantee proposes to purchase an undeveloped, 5.1 acre parcel of land on N. Volusia Street, for the purpose of building an affordable housing community with a minimum of 26 homes. The property, identified with Parcel ID 1165400000, is located in the West Augustine neighborhood; and

**WHEREAS,** on May 5, 2020, CDBG funds were removed from the budget approved for affordable housing projects, in order to re-allocate those funds to address urgent needs related to the COVID-19 Pandemic; and

**WHEREAS,** on July 7, 2020, the St. Johns County Board of County Commissioners approved Resolution 2020-232, which authorized the sale of a parcel of County-owned land in the Nocatee area; and

**WHEREAS,** the proceeds of the sale authorized by Resolution 2020-232 will provide funding for affordable housing projects, including the project proposed by the Grantee.

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

#### **Section 1. Incorporation of Recitals.**

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

#### Section 2. Approval and Authority to Execute.

The Board of County Commissioners hereby approves the attached Subrecipient Agreement and authorizes the County Administrator, or his designee, to execute the agreement on behalf of the County.

#### **Section 3. Correction of Errors.**

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.

PASS	SED AND ADOPTED by the Bo	oard of County Commissioners of St. Johns County
Florida this _	day of 2020.	
		BOARD OF COUNTY
		COMMISSIONERS OF ST. JOHNS COUNTY
		By:
		Jeb S. Smith, Chair
ATTEST:	Brandon J. Patty, Clerk	
ATTEST.	Clerk of the Circuit Court & C	omptroller
By:		
Deputy (	Clerk	

# ST. JOHNS COUNTY AFFORDABLE HOUSING GRANT AGREEMENT

THIS AGREEMENT is entered into this day of,	, 20
between St. Johns County (the County), a political subdivision of the state of Florida, and Ha	bitat
for Humanity of St. Augustine/St. Johns County, Inc. (Grantee), a Florida not-for-p	rofit
corporation.	

#### **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,** on January 28, 2019, the County issued a Notice of Funding Availability, which invited eligible organizations to submit proposals for funding under the Community Development Block Grant (CDBG) Program; and

**WHEREAS,** Grantee submitted a timely application for grant funds in response to the Notice of Funding Availability. This application proposed an approach to increasing the supply of Affordable Housing within St. Johns County, based on the extensive experience of the Grantee; and

**WHEREAS,** on May 17, 2019, an independent committee evaluated Grantee's application and scored it among the top three applications received; and

**WHEREAS,** Staff of the Housing and Community Services Division worked with Grantee to modify their proposal so as to maximize the number of affordable housing units that the Grantee could produce, and recommended it for funding; and

**WHEREAS,** Grantee proposes to purchase an undeveloped, 5.1 acre parcel of land on N. Volusia Street, for the purpose of building an affordable housing community with a minimum of 26 homes. The property, identified with Parcel ID 1165400000, is located in the West Augustine neighborhood and is more specifically described in Exhibit C, the content of which is incorporated into this Agreement; and

WHEREAS, on May 5, 2020, CDBG funds were removed from the budget approved for

affordable housing projects, in order to re-allocate those funds to address urgent needs related to the COVID-19 Pandemic; and

**WHEREAS,** on July 7, 2020, the St. Johns County Board of County Commissioners approved Resolution 2020-232, which authorized the sale of a parcel of County-owned land in the Nocatee area; and

**WHEREAS,** the proceeds of the sale authorized by Resolution 2020-232 will provide funding for affordable housing projects, including the project proposed by the Grantee.

**NOW THEREFORE,** in consideration of the provisions set forth below, the sufficiency of which is mutually acknowledged, the County and the 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 both parties and shall terminate 25 years from the effective date. Any request for an extension of time beyond the termination date must be submitted to the County in writing no later than 30 days prior to the termination 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 perform the services set forth in Exhibit A, the content of which is incorporated into this Agreement. Any modification to the scope of services shall require written advance notice and justification from the Grantee and the prior written approval of the County.
- 4. **Deed Restriction.** The parties agree that that Parcel ID 1165400000 shall be maintained for affordable housing for the duration of this Agreement. If at any time during the term of this Agreement, one or more individual housing units in Parcel ID 1165400000, as more particularly described in Exhibit C, are offered for sale, the Grantee (and any subsequent purchaser of the housing unit) shall be prohibited from selling the housing unit other than to natural persons or families whose total annual household income is less than or equal to one hundred twenty percent (120%) of the median annual adjusted gross income for households within St. Johns County and for a sales price that meets the definition of affordable as defined in Section 420.9071, Florida Statutes, as may be amended from time to time.
- **4. Funding.** The County agrees to reimburse the Grantee for allowable costs in connection with the Grantee's performance of the services set forth in Exhibit A. The maximum amount of funding that the Grantee is eligible to receive under this Agreement is three hundred thirty-three

thousand nine hundred twenty one dollars and no cents (\$333,921).-It is expressly acknowledged that the funding amount does not constitute the full cost of the scope of services. It is the 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 a closing date has been set for the Grantee's acquisition of the Parcels. Once the closing date has been set, the Grantee shall submit to the County an appraisal of the Parcels along with a written request for payment identifying the closing date for the Parcels and providing contact information for Grantee's title company. The County shall submit payment to Grantee's title company on or before the closing date. The Grantee shall identify the County on the HUD-1 form as the provider of the funds.

It is strictly understood that Grantee is not entitled to the above-referenced amount of compensation. Rather, Grantee's compensation is based on the Grantee adhering to the scope of services set forth in Exhibit A. Grantee's compensation is dependent upon satisfactory completion and delivery of all deliverables noted in the scope of services and detailed in this Agreement.

- 5. 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 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 work. Quarterly reports shall be submitted to the County by the following dates: December 15, March 15, June 15, and September 15. Additionally, Grantee 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.
- 6. 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.

- 7. **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.
- 8. 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.

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

Joseph Cone
Housing & Community
Services Manager
Health & Human Services Department St. Johns County
200 San Sebastian View
St. Augustine, FL 32084

With 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:

Malinda Everson Executive Director Habitat for Humanity of St. Augustine/St. Johns County, Inc. 7 Hopkins Street St. Augustine, FL 32084

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 both parties that text messaging is not an acceptable means of correspondence under this Agreement.

- 10. Relationship of the County and Grantee. This Agreement shall not be deemed to create any agency relationship, partnership, association, or joint venture between the County and the Grantee.
- 11. 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.
- 12. 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.
- 13. Compliance with Applicable Laws and Regulations. Both the Grantee and the County 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.
- **14. 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."

15. No Conflict of Interest. Grantee represents and warrants to the County that it has not employed or retained any elected official, officer, or employee of the County in order to secure this Agreement. Moreover, Grantee

represents and warrants to the 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.

- **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.
- 17. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, or materials associated with this Agreement shall be subject to the applicable provisions of the Florida's Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party.
- 18. 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.
- 19. Indemnification. Grantee shall indemnify, defend, and hold the 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.
- 20. 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. Grantee shall furnish certificates of insurance to the County naming the County as an additional insured. Each certificate shall clearly indicate that the Grantee has obtained insurance of the type, amount, and classification as required by this Agreement and that no material change or cancellation of the insurance shall be effective without 30 days' prior written notice to the County. A copy of the endorsement shall accompany the certificate. Grantee shall not be required to name the County as an additional insured for workers' compensation or professional liability insurance. Compliance with the foregoing requirements shall not relieve Grantee of any liability or obligation under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the state of Florida

500 San Sebastian View

St. Augustine, FL 32084

21. 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.

- 22. **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 the 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 the County determine that the Grantee has failed to comply with any of the provisions set forth in this Agreement, the 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 the 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 the County within such time, the County may terminate this Agreement, and the parties shall be released from any further obligations under this Agreement.
  - 23. 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.
  - **24. Amendments.** Both parties acknowledge that this Agreement constitutes the complete understanding between the parties. Any modification to this Agreement shall be in writing and executed by the duly authorized representatives of each party.
  - **25. 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.

- **26. 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.
- **27. 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.
- **28. 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.

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

COUNTY: GRANTEE:	
Hunter S. Conrad, County Administrator	Signature of Grantee's Representative
Date of Execution	Printed Name & Title
Date of Execution	
LEGALLY SUFFICIENT:	
Assistant County Attorney	
Date of Execution	
ATTEST: Brandon J. Patty, Clerk Clerk of the Circuit Court & Comptroller	
Deputy Clerk	

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

#### **EXHIBIT A**

#### Scope of Services

Grantee: Habitat for Humanity of St. Augustine/St. Johns County, Inc.

Project: Parcel ID 1165400000

Habitat for Humanity of St. Augustine/St. Johns County, Inc. (Habitat) is to purchase the 5.1 acre vacant lot on North Volusia Street, identified as Parcel ID 1165400000. This property is to be developed for the sole purpose of providing at least 26 new units of affordable housing to incomeeligible families.

The Scope of Services includes the following requirements:

- Grantee will select a title company to handle the sale and recording of Parcel ID 1165400000.
- Grantee will have the selected title company notify the County of the closing date and closing costs.
- Grantee will inform the title company that they must provide the County with written instructions for an electronic funds transfer for the balance due at closing.
- The County will have the entire purchase price plus closing costs, up to \$274,000.00, electronically transferred to the title company on or before the date of the closing.
- Grantee is required to use the reminder of the grant balance on pre-development costs such as a Wetlands Survey, Phase 1 Environmental Site Assessment, Wetlands Mitigation, platting, and infrastructure design.
- Grantee will provide to the County copies of invoices for all pre-development expenditures.
- Funding for this project will be provided through one source: St. Johns County Affordable Housing Program
- After acquisition of Parcel ID 1165400000, Habitat is limited to using this land for the purpose of developing at least 26 new affordable housing units.
- Habitat 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 station, electric lines, and phone lines.
- Habitat will manage all design and construction work to include 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.
- Habitat will be solely responsible for all costs and on-going maintenance to the infrastructure and housing units, until sold, on Parcel ID 1165400000.
- Should Habitat transfer ownership of all or part of Parcel ID 1165400000 to any entity other than the County during the term of this Agreement, such transfer shall require the transferee to maintain the infrastructure and housing units in accordance with the terms of this Agreement.
- By July 1, 2021, Habitat shall submit to the County and full plan for the development of the infrastructure and housing to be constructed on Parcel ID 1165400000.
- Parcel ID 1165400000 will revert to County ownership should Habitat fail to begin construction of infrastructure by July 1, 2028, or fail to complete the infrastructure and 26

housing units by July 1, 2035.

#### Eligibility of Homebuyers for Housing Located on Parcel ID 1165400000:

The homebuyers who purchase homes built on Parcel ID 1165400000 must meet the requirements of being between Extremely Low Income (under 30% MFI) and Moderate Income (under 120% MFI). All clients must be income certified based on the requirements of Chapter 420, Part VII, Florida Statutes, and income certification guidelines as established by the

U.S. Department of Housing and Urban Development. Habitat will document that all clientele are between Extremely Low Income and Moderate Income households.

#### **Funding Requirements:**

The County will monitor all stages of the project to ensure compliance with County guidelines.

#### **Performance Measures:**

Habitat will be responsible for reporting to St. Johns County on required performance measures as provided in Section 5 of the Grant Agreement to show how the Affordable Housing Project located on Parcel ID 1165400000 has positively affected affordable housing in St. Johns County.

Habitat will provide annual reports in a format determined by the County to report the number of people served (both adults and children).

Failure to maintain each housing unit for affordable housing purposes or to submit the annual report may result in the disallowance of grant funds as provided in Section 7 of the Grant Agreement.

#### **EXHIBIT B**

#### Insurance Requirements

#### Insurance

The Grantee shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Grantee shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Grantee has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Grantee of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of

the State of Florida 500 San Sebastian View

St. Augustine, FL

32084

The Grantee shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Grantee from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Grantee or by anyone directly employed by or contracting with the Grantee.

The Grantee shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Grantee shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Grantee from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non- owned automobiles, including rented/hired automobiles whether such operations be by the Grantee or by anyone directly or indirectly employed by a Grantee.

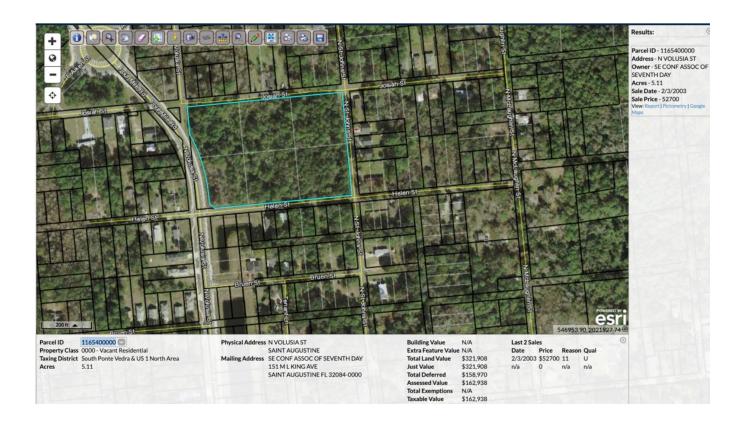
The Grantee shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees.

#### Exhibit C

#### **Property Description**

Certain property located in St. Johns County, Florida and bearing Parcel Identification Number 1165400000, more particularly described as:

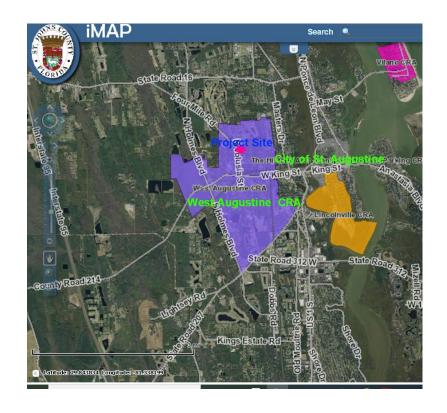
Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6) of Block 79, Dancy Tract in Map Book 1, Page 1, of the Public Records of St. Johns County, Florida.



# Exhibit D:

# Maps





#### Exhibit E:

#### 2019 St. Johns Count Trim Notice for Parcel ID 1165400000 with Market Value

#### 2019 NOTICE OF PROPOSED PROPERTY TAXES

#### DO NOT PAY. THIS IS NOT A BILL

Real Estate

Parcel ID: 1165400000



#### ր-լիգնոսթյանի ինքսիոսկենոց առումիկոցի

P5 T249\*\*\*\*\*\*\*AUTO\*\*5-DIGIT 32084 SE CONF ASSOC OF SEVENTH DAY 151 M L KING AVE

SAINT AUGUSTINE FL 32084-4841

ST JOHNS COUNTY TAXING AUTHORITIES 4030 Lewis Speedway, Suite 203 Saint Augustine, FL 32084

The taxing authorities which levy property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND or ALTER its proposals at the

Tax District: 450

Legal Desc: 1-1 DANCY TRACT LOTS 1 2 3 4 5 & 6 (EX PT LTS 3 & 6 RW TO SJC OR3262/1454) BLK 79 OR1900/1737 (P/R) &2304/525(Q/C)

PROPERTY APPRAISER VALUE INFORMATION Last Year (2018) This Year (2019) Market Value Assessed Value Taxable Value Market Value Assessed Value Taxable Value County 162,938 321.908 148.125 148.125 399.428 162,938 Schools 321.908 321,908 321,908 399,428 399,428 399,428 N/A N/A N/A N/A N/Α N/Α Municipality 148.125 321,908 148,125 399,428 162.938 162,938

TAXING AUTHORITY	COLUMN 1 LAST YEAR'S PROPERTY TAXES		COLUMN 2 YOUR TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE		COLUMN 3 YOUR TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE		YOUR TAXES THIS YEAR IF PROPOSED BUDGET		YOUR TAXES THIS YEAR IF PROPOSED BUDGET		A PUBLIC HEARING ON THE PROPOSED TAXES AND BUDGET WILL BE HELD:
	Millage Rate	Taxes	Millage Rate	Taxes	Millage Rate	Taxes					
County: General Fund	5.1000	755.44	4.8308	787.12	4.9500	806.54	9/03/19 5:01 PM 500 San Sebastian Vw, St Aug, FL				
County: Road	0.7500	111.09	0.7089	115.51	0.9000	146.64					
County: Health Unit	0.0171	2.53	0.0162	2.64	0.0171	2.79					
County: Fire District	1.4700	217.74	1.3911	226.66	1.4700	239.52					
Public Schools: Local	2.2480	723.65	2.1291	850.42	2.2480	897.91	9/17/19 5:30 PM 40 Orange St, St Aug, FL				
Public Schools: State	4.0300	1,297.29	3.8169	1,524.58	3.8880	1,552.98					
Airport Authority	0.0000	0.00	0.0000	0.00	0.0000	0.00	9/09/19 5:01 PM 4730 Casa Cola Way, St Aug, FL				
FIND	0.0320	4.74	0.0304	4.95	0.0320	5.21	9/12/19 5:30 PM 247 Edwards Ln, Palm Bch Shores, FL				
Mosquito	0.2200	32.59	0.2080	33.89	0.2100	34.22	9/12/19 5:30 PM 120 EOC Dr, St Aug, FL				
Port Authority	0.0638	9.45	0.0600	9.78	0.0638	10.40	9/17/19 5:05 PM 2200 A1 A S, St Aug Bch, FL				
SJRWMD	0.2562	37.95	0.2414	39.33	0.2414	39.33	9/10/19 5:05 PM 4049 Reid St, Palatka, FL				
TOTAL PROPERTY TAXES	14.1871	3,192.47	13.4328	3,594.88	14.0203	3,735.54					

ASSESSMENT REDUCTIONS						
Reductions to Market Value	Applies to	Value				
10% Non Homestead	Non-School Taxes	236,490				
E	XEMPTIONS					
Exemptions	Applies to	Value				
	+	<b> </b>				

# I AND APPRAISAL REPORT

L	AND APPRAISAL REPORT			File No.:	20J191157
	Property Address: 0 N Volusia Street	City: S	Saint Augustine	State: FL	Zip Code: 32084
	County: St. Johns Legal Descri		TRACT LOTS 1 2 3 4	4 5 & 6 (EX PT LTS	3 & 6 R/W TO SJC
	OR3262/1454) BLK 79 OR1900/1737(P/R) &2304/525(Q/				
		-,			
_	Assessor's Parcel #: 116540-0000	Tax Year:	2010 R.F. Taxes: \$	3,735.54 Special /	Assessments: \$ 0
ဌ			ap Reference: 27260		Tract: 0210.02
37	Troct of Tagasine				11act. 0210.02
SUBJECT	0_ 007.0000 0. 00.00 20.		orrower (ii applicable).	1/A	nor year nor month
0,		Other (describe)		HOA: \$	per year per month
	, , , , , , , , , , , , , , , , , , , ,	es If Yes, indicate	current occupancy:	Owner Tenant	Vacant Not habitable
	If Yes, give a brief description:				
	The purpose of this appraisal is to develop an opinion of: $\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \$	Value (as defined), or	other type of value (de:	scribe)	
	This report reflects the following value (if not Current, see comments):	Current (the Ins	pection Date is the Effective D	ate) Retrosp	ective Prospective
	Property Rights Appraised: Fee Simple Leasehold	Leased Fee 0	ther (describe)		
누	Intended Use: The intended use of this appraisal is to estimate	ite market value f	or grant-funding.		
Ή			- <u>J</u> <u>J</u>		
Ź					
SIG	Intended User(s) (by name or type): The intended user is the cl	ient			
<b>ASSIGNMENT</b>	The interided discribe the ci	iciit.			
٩					
	Client: Habitat for Humanity of St. Augustine/St. Johns	Addroom 7 Llambi	inn Ot Onint Assessation	FL 22004	
	The second secon		ins St, Saint Augustine		0
	Appraiser: Jennifer Hays Characteristics	Predominant	ox 840228, Saint Augus	Present Land Use	Change in Land Use
		Occupancy	One-Unit Housing PRICE AGE		Not Likely
	Built up:	Owner	\$(000) (yrs)	2-4 Unit 2 %	Likely * In Process *
	Growth rate: Rapid Stable Slow	Tenant	50 Low 0	Multi-Unit 5 %	* To:
	Property values: Increasing Stable Declining	∑ Vacant (0-5%)	560 High 100	Comm'l 10 %	
	Demand/supply: Shortage In Balance Over Supply	☐ Vacant (>5%)	245 Pred 1-5	%	
	Marketing time: Under 3 Mos. 3-6 Mos. Over 6 Mos.			%	
		Factors Affecting N			
	<u>Item</u> Good Average Fair	Poor N/A	<u>ltem</u>	Good Ave	erage Fair Poor N/A
	Employment Stability		equacy of Utilities		
	Convenience to Employment	Pro	perty Compatibility		
	Convenience to Shopping	Pro	tection from Detrimental Cond	ditions 🗌	
_	Convenience to Schools	Pol	lice and Fire Protection		
NO	Adequacy of Public Transportation	Ge Ge	neral Appearance of Properties		
MARKET AREA DESCRIPTIO	Recreational Facilities	Ap	peal to Market		
N.	Market Area Comments: The subject neighborhood is bou	nd by Woodlawn	Road the north, State I	Road 207 to the sou	th, U.S.1 to the east,
SC	and I-95 to the west. The neighborhood consists of a mix				
3	construction continues at a steady rate. Shopping, school				· · · · · · · · · · · · · · · · · · ·
EA	and State Road 16. State Road 16 provides access to I-S				
씸	waterway and Vilano Beach all within a 10-15 minute drive				
<b>/</b> _	Typical marketing periods are 2-4 months for reasonably				
X	available.	prioda proportido.	Conventional, 1 11/4, at	na vir mongago mie	arrowing to roddiny
AR	available.				
Σ	The global outbreak of a "novel coronavirus" known as CO	∩VID-19 was offic	ially declared a nande	mic by the World He	ealth Organization
	(WHO). The reader is cautioned, and reminded that the co				
	indicated. The appraiser makes no representation as to the				
		ie eliect on the st	ibject property or arry o	inioreseen eveni, su	ibsequent to the
	effective date of the appraisal.				



# LAND APPRAISAL REPORT

<u>AND APP</u>	<u>'RAISAL I</u>	<u>KEPORT</u>			F	ile No.: 20J191157			
	00' x 400' x 530' MOL	, See Plat Map			Site Area:	5.1	1 Acres		
Zoning Classification: <u>I</u>	RS-3			Description: Single	e Family Resid	ential			
<u> </u>			provements comply	with existing zoning requi	rements?	☐ Yes ☐ No ☒ N	o Improvements		
Uses allowed under current	t zoning: <u>Single F</u>	amily Residential							
Are CC&Rs applicable?	☐ Yes ☒ No ☐ Ur	nknown Have the docu	uments been review	ed? Yes No	Ground Rent (	if applicable) \$	/		
Comments:  Highest & Best Use as improved: Present use, or Other use (explain) The highest and best use of the subject site is for development of single									
Actual Use as of Effective I	vacant Lana		_	se as appraised in this repo					
Summary of Highest & Bes						oossible (3) financiall			
	ble. Based on analys						lots for		
sale and/or separate	e and develop with si	ngle family homes.	This is legally p	ermissible as per th	e current zonin	ıg.			
LINES DATE O	Harris Description (Description	011   11	. T	Dublic Date					
	ther Provider/Description			Public Priv	_   "	400' +/-			
Electricity	FPL/Available		ved		Topography	Appears Level			
Gas	None		2-Lane		Size	5.11 acres			
Water 🖂 [	County/Available		Asphalt		Shape	Mostly Rectangula			
Sanitary Sewer 🖂	County/Available		ncrete		Drainage	Appears Adequate	<del>)</del>		
Storm Sewer 🔀	County		ncrete		_ View	Wooded			
Telephone 🔀 [	Available	Street Lights Pos			-				
Multimedia	Available	Alley No		11 D Out (d					
Other site elements:	Inside Lot Corner I		Underground Util		,	FEMA Mari Data 1.5			
FEMA Spec'l Flood Hazard		FEMA Flood Zone X		IA Map # 12109C031		· · · · · · · · · · · · · · · · · · ·	/07/2018		
	subject is an unimpro								
	200' (Lots 1, 2, 4 & 5								
	00' x 200', which is ap								
	', and is approximate								
	ssible to access the in								
	ars to have no impro								
external obsolescence	e or adverse factors n	oted. Site dimensions	s and size are e	stimated from the Co	unty Appraiser'	s plat map. See attach	ned plat map.		
FEATURE	CLIP IECT DDODEDTV	COMPARABLE	- NO 1	COMPARABL	ENO 2	COMPARABLE	NO 2		
	SUBJECT PROPERTY		E NU. I						
Address 0 N Volusia S		785 Pearl St		1770 Woodlawn Ro		5220 County Road	13 S		
	ine, FL 32084	Saint Augustine, FL	. 32084	Saint Augustine, FL	32084	Elkton, FL 32033			
Proximity to Subject	Φ	0.23 miles SE		1.71 miles NW		13.16 miles SW			
Sale Price	\$ 270,000		80,000		185,000		147,50		
Price/ Acre	\$ 52,837.57		2014 122	\$ 71,984.44	2014.242	\$ 46,383.65	2014 :25		
Data Source(s)	Site Inspection	SJC MLS#191409;[	JOM 106	SJC MLS#183139;	DOM 218	SJC MLS#185833;[	OM 409		
Verification Source(s)	Public Records	ORB 4914-437	/	ORB 4771 / 1092	/	ORB 4935-1130	/ · · · · ·		
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust	DESCRIPTION	+ (-) \$ Adjust	DESCRIPTION	+(-) \$ Adjust		
Sales or Financing	ArmLth	ArmLth		ArmLth		ArmLth			
Concessions	None Known	Cash;0		Cash;0		Conv;0			
Date of Sale/Time	07/13/2020	03/11/2020		06/28/2019		05/01/2020			
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple			
Location	Suburban/Good	Suburban/Good		Suburban/Good		Rural/Average	+80,00		
Site Area (in Acres)	5.11	0.92	+272,000		+165,000		+125,00		
Site Improvements	None	Cleared	-3,000	PtCleared,OldHouse	-3,000	PtCleared,OldHouse	-3,00		
Net Adjustment (Total, in \$	)		269,000		162,000		202,00		
		Net 336.3 %		Net 87.6 %		Net 136.9 %			
Adjusted Sale Price (in \$)		Gross 343.8 %\$	349,000	Gross 90.8 %\$	347,000	Gross 141.0 %\$	349,50		

# I AND APPRAISAL REPORT

ᆫ	<u>.AND APPRAISAI</u>	<u> REPORT</u>	File No.: 20J191157				
	Summary of Sales Comparison Approach	The sales used are the most rece	ent and similar available and as adjusted, provide a reliable indication				
딩	of the subject's market value. Sale 1	is located within the subject's sub-	division. Sale 1s sale price included 3 platted lots that can be sold				
Ϋ́	separately. The subject site consists	of 6 platted lots. Sale 2 is located	within the subject's defined neighborhood and is a good comparable uburban location as the subject. Sale 2 is slightly over 1 year but				
꼾	due to the acreage site area, similar	RS-3 zoning, and for the similar su					
짇	remains as a good comparable for the	nis appraisal. Sale 3 has an inferior	r, rural, location further from Downtown St. Augustine and requires an				
Ž	upward location adjustment. Sale 3 i	s a good comparable due to the 3-	- acre site that consisted of 3 platted lots that can be sold separately -				
SALES COMPARISON APPROACH	one of the lots had an old tear down	structure and was partially cleared	. Sales 2 & 3 have impact fee credits, however, the cost to demolish				
AR	the structures is similar to the impac	t fee credit, therefore, no adjustme	nts are necessary. Sales 1-3 are adjusted downward \$3,000 to reflect				
ΝP	the approximate site clearing cost. T	he comparable sales price per acre	e range from \$46,384 to \$86,957. Site area adjustments applied at				
Ö	\$65,000/acre. The comparable sales	provided are the best market indi-	cations of value for the subject, as adjusted, and provide a reliable and				
S	accurate range of value on which I b	ased my final opinion of market va	lue in accordance with the value definition found within the report.				
띦	i						
တြ							
L							
		prior sales or transfers of the subject property	for the three years prior to the effective date of this appraisal.				
בו	Data Source(s): Public Records						
힏	1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any c					
₽	Date: No Prior Sales	· · · · · · · · · · · · · · · · · · ·	here have been no prior sales of the comparable sales within the past 1				
之	Price: within the past 3 years		arable sale date. As per information provided by the Client, the subject				
쁘	Source(s): Public Records		ontract date is 07/13/2020. A copy of the contract was not provided to				
SN	2nd Prior Subject Sale/Transfer		isted for sale in the MLS. The current Owner/Seller was approached by				
TRANSFER HISTORY	Date: N/A	•	se the land. Based on analysis of the comparable sales, the subject's				
┞		contract price is below market va	lue.				
Source(s): Public Records  PROJECT INFORMATION FOR PUDs (if applicable)  The Subject is part of a Planned Unit Development.							
	PROJECT INFORMATION FOR PUDs (if applic Legal Name of Project:	able) The Subject is part of a P	namilieu onit development.				
BO	Describe common elements and recreational faci	litias					
집	Beschibe common dements and recreational fact						
	Indicated Value by: Sales Comparison Appro	ach\$ 349,000					
		· · · · · · · · · · · · · · · · · · ·	to value for this vacant land appraisal. All comparables have been				
Ιz			s \$347,000 to \$355,000. A reasonable opinion of market value for the				
E	subject property, as of the effective of						
RECONCILIATION	This appraisal is made 🖂 "as is", or 🗌	subject to the following conditions:					
딩							
ĮŌ	·						
띪	This report is also subject to other Hy		Assumptions as specified in the attached addenda.				
Γ	Based upon an inspection of the subjection	ct property, defined Scope of Work, S	Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications defined herein, of the real property that is the subject of this report is:				
	\$ 349.000		19/2020 , which is the effective date of this appraisal				
	If indicated above, this Opinion of Value	is subject to Hypothetical Conditions	and/or Extraordinary Assumptions included in this report. See attached addenda				
H.	A true and complete copy of this report		which are considered an integral part of the report. This appraisal report may not be				
ATTACH.	properly understood without reference to the		eport, which contains the following attached exhibits: 🗵 Scope of Work				
ᄩ	$oxedsymbol{oxed}$ Limiting cond./Certifications $oxedsymbol{oxed}$ Nar	rative Addendum 🔀 Location I	,				
<	Filoto Audeliua Fai		cal Conditions				
	Client Contact:		ent Name: Habitat for Humanity of St. Augustine/St. Johns Co				
	E-Mail:	Address:	7 Hopkins St, Saint Augustine, FL 32084				
	APPRAISER	11 2	SUPERVISORY APPRAISER (if required)				
	Jungu	Hans	or CO-APPRAISER (if applicable)				
	Jany	1					
ဖွ		U	Supervisory or				
뿞	Appraiser Name: <u>Jennifer Hays</u>		Co-Appraiser Name:				
E	Company: <u>Jennifer Hays Appraisal S</u>		Company:				
Ž	Phone: <u>(904) 501-1236</u>	Fax:	Phone: Fax:				
SIGNATURES	E-Mail: jenhays23@gmail.com		E-Mail:				
	Date of Report (Signature): 07/20/2020		Date of Report (Signature):				
	License or Certification #: Cert Res RD		License or Certification #: State:				
		ial Real Estate Appraiser RD3883	Designation:				
	Expiration Date of License or Certification:	11/30/2020	Expiration Date of License or Certification:				
	Inspection of Subject: Did Inspect  Date of Inspection: 07/19/2020	Did Not Inspect (Desktop)	Inspection of Subject: Did Inspect Did Not Inspect  Date of Inspection:				
			TO SHE OF THE PROPERTY.				



<u>ADDITIONA</u>	<u>L COMPAR</u>	ARLE SAL	LES		F	ile No.: 20J191157	
FEATURE	SUBJECT PROPERTY	COMPARABL	E NO. 4	COMPARAB	LE NO. 5	COMPARAB	ILE NO. 6
Address 0 N Volusia	St	1535 Brinkhoff Rd	535 Brinkhoff Rd				
	tine, FL 32084	Saint Augustine, FL	aint Augustine, FL 32086				
Proximity to Subject		4.36 miles S					
Sale Price	\$ 270,000		380,000	\$		\$	
Price/ Acre	\$ 52,837.57		000,000	\$		\$	
Data Source(s)	Site Inspection	Agent,SJCMLS#17	9235·DOM 71	_		Ť	
Verification Source(s)	Public Records	ORB 4590-1361	9233,DOW 7 1				
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust	DESCRIPTION	+(-) \$ Adjust	DESCRIPTION	+(-) \$ Adjust
Sales or Financing			+ (-) \$ Aujust	DEGOTHI HON	+ (-) \$ Aujust	DEGOTHI HON	+ (-) \$ Aujust
Concessions	ArmLth None Known	ArmLth					
Date of Sale/Time		PMM;0					
	07/13/2020	08/03/2018					
Rights Appraised	Fee Simple	Fee Simple					
Location	Suburban/Good	Suburban/Good					
Site Area (in Acres)	5.11	4.9	0				
Site Improvements	None	StgBd,MH,ImpactFee	-25,000				
Net Adjustment (Total, in	\$)	- \$	-25,000			-	
		Net 6.6 %		Net %		Net %	
Adjusted Sale Price (in \$	)	Gross 6.6 %\$	355,000	1111		Gross %\$	
Summary of Sales Compa		le 4 is over 1 year b			appraisal and re		mparable for
11:	4 has a similar, good						
improvements inclu	ided an old mobile ho						diustment
reflects the impact			_			•	-
reflects the impact fee credit and the market derived as-is value of the old mobile home, storage building, electric, well, and septic system. As							
adjusted, Sale 4 provides a reliable indication of the subject's market value.							
improvements inclureflects the impact adjusted, Sale 4 pr							
							_
I							
and the second s							



# **Subject Land Photo Page**

Client	Habitat for Humanity of S	Habitat for Humanity of St. Augustine/St. Johns Co				
Property Address	0 N Volusia Street					
City	Saint Augustine	County St. Johns	State FL	Zip Code 32084		
Lender	NI/A					



# **Subject Front**

0 N Volusia St

 Sales Price
 270,000

 Date of Sale
 07/13/2020

 Site Area
 5.11

Location Suburban/Good

Site Improvements None



# **Subject Rear**



# **Subject Street**

# **Photograph Addendum**

Client	Habitat for Humanity of St. Augustine/St. Johns Co				
Property Address	0 N Volusia Street				
City	Saint Augustine	County St. Johns	State FL	Zip Code 320	84
Lender	N/A				



Helen Street View



N St. Johns Street View

# **Photograph Addendum**

Client	Habitat for Humanity of St. Augustine/St. Johns Co					
Property Address	0 N Volusia Street					
City	Saint Augustine	County St. Johns	State FL	Zip Code 32	2084	
Lender	N/A					



Josiah Street View



Street Sign Identification

## **Comparable Land Photo Page**

Client	Habitat for Humanity of S	St. Augustine/St. Johns Co		
Property Address	0 N Volusia Street			
City	Saint Augustine	County St. Johns	State FL	Zip Code 32084
Lender	N/A			



#### Comparable 1

785 Pearl St

 Prox. to Subj.
 0.23 miles SE

 Sales Price
 80,000

 Date of Sale
 03/11/2020

 Site Area
 0.92

Location Suburban/Good

Site Improvements Cleared



#### Comparable 2

1770 Woodlawn Rd

 Prox. to Subj.
 1.71 miles NW

 Sales Price
 185,000

 Date of Sale
 06/28/2019

 Site Area
 2.57

Location Suburban/Good
Site Improvements PtCleared,OldHouse



#### Comparable 3

5220 County Road 13 S

 Prox. to Subj.
 13.16 miles SW

 Sales Price
 147,500

 Date of Sale
 05/01/2020

 Site Area
 3.18

Location Rural/Average
Site Improvements PtCleared,OldHouse

#### **Comparable Photo Page**

Client	Habitat for Humanity of St.	Augustine/St. Johns C	0					
Property Address	0 N Volusia Street							
City	Saint Augustine	County	St. Johns	State	FL	Zip Code	32084	
Lender	N/A							



#### Comparable 4

1535 Brinkhoff Rd

Prox. to Subject 4.36 miles S Sale Price 380,000

Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms

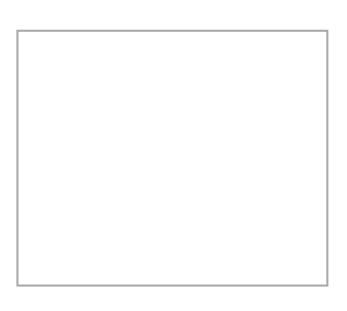
Location Suburban/Good

View Site 4.9

Quality Age

#### Comparable 5

Prox. to Subject Sale Price Gross Living Area Total Rooms Total Bedrooms Total Bathrooms Location View Site Quality Age



#### Comparable 6

Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

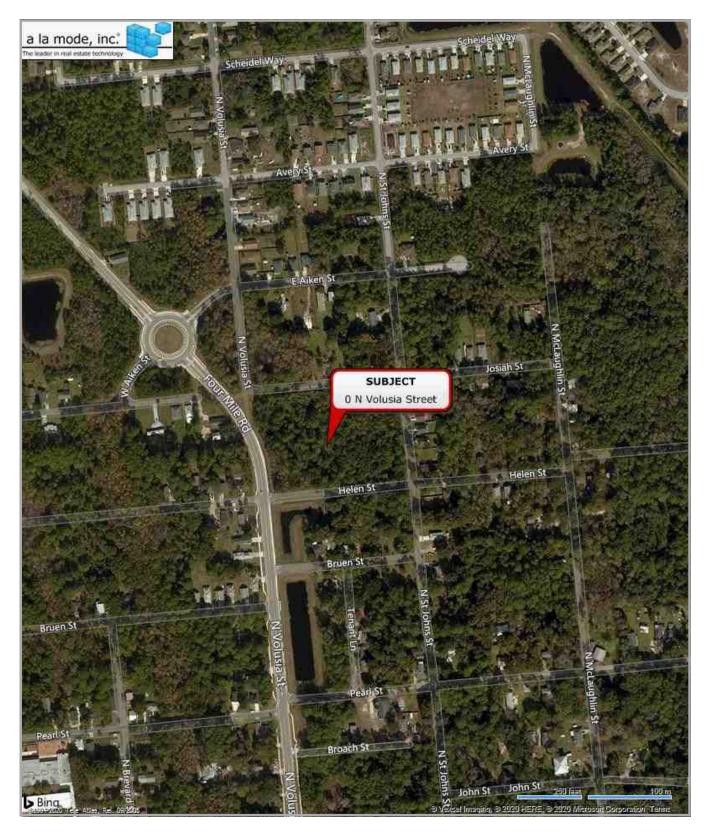
## **Comparable Sales Map**

Client	Habitat for Humanity of S	t. Augustine/St. Johns Co			
Property Address	0 N Volusia Street				
City	Saint Augustine	County St. Johns	State FL	Zip Code 32084	
Lender	N/A				



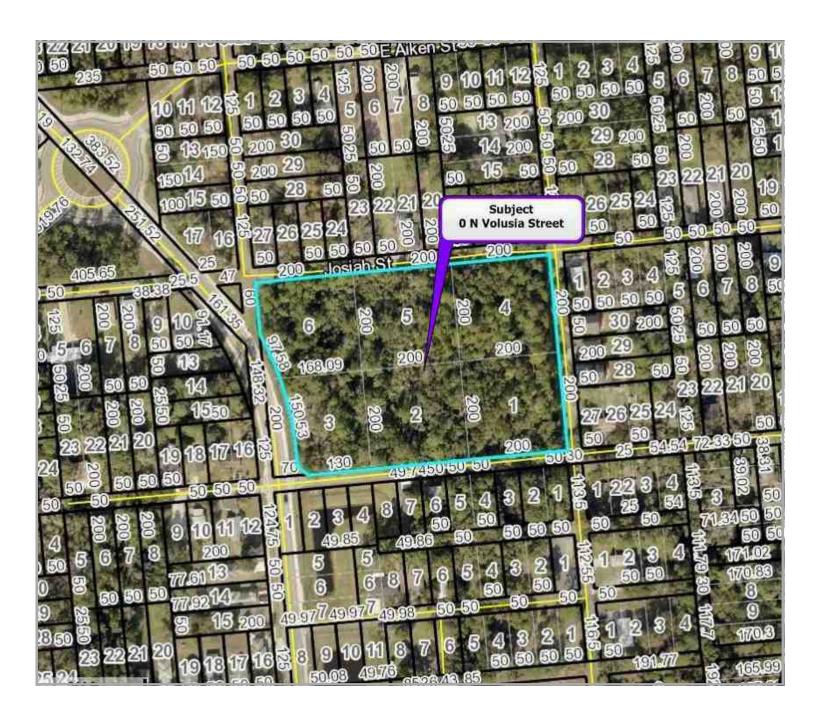
# **Subject Aerial Map**

Client	Habitat for Humanity of S	t. Augustine/St. Johns Co			
Property Address	0 N Volusia Street				
City	Saint Augustine	County St. Johns	State FL	Zip Code 32084	
Lender	N/A				



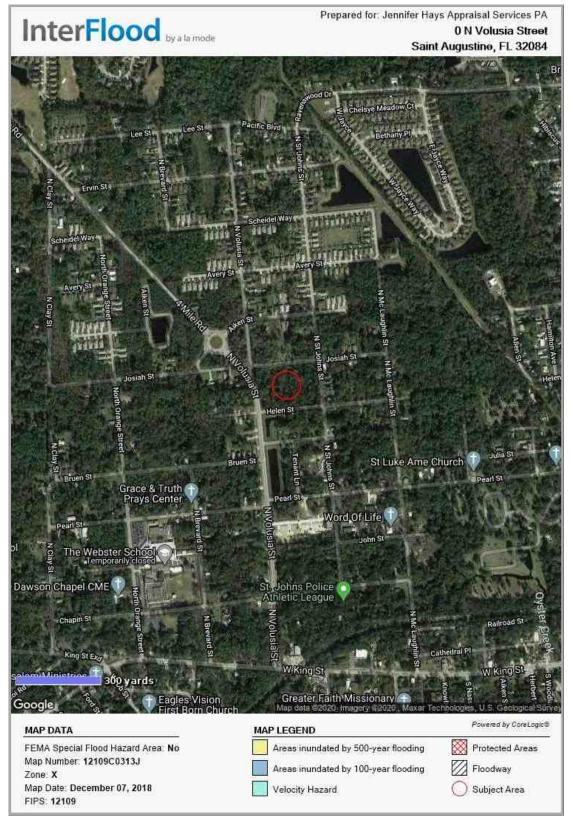
Form MAP\_LT.LOC - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

## **Subject Plat Map**



#### Flood Map

Client	Habitat for Humanity of	St. Augustine/St. Johns Co			
Property Address	0 N Volusia Street				
City	Saint Augustine	County St. Johns	State FL	Zip Code 32084	
Lender	N/A				



Page # 14 of 23

#### **Supplemental Addendum**

File No. 20J191157

Client	Habitat for Humanity of St. Augustine/St. Johns Co						
Property Address	0 N Volusia Street						
City	Saint Augustine	County St. Johns	State	FL	Zip Code	32084	
Lender	N/A						

#### • USPAP Identification: Comments on Appraisal and Report Identification

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (a)of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report.

Estimated Exposure Time: 6 months or less.

This estimate of typical exposure time is based upon the assumption that the subject had been adequately exposed under competent management and offered for sale at an amount relatively close (10% +/-) to the appraised value shown in this report.

File No.: 20.1191157

Assumptions & Limiting Conditions

Property A	Address: 0 N Volusia Street		City: Saint Augustine State: FL	Zip Code: 32084	
Client:	Habitat for Humanity of St. Augustine/St. Johns	Address:	7 Hopkins St, Saint Augustine, FL 32084		
Appraiser	Jennifer Havs	Address:	P.O. Box 840228, Saint Augustine, FL 32080-022	8	

#### STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no quarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveved by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.



File No. 20 1101157

# **Definitions & Scope of Work**

Property A	Address: 0 N Volusia Street		City: Saint Augustine State: FL	Zip Code: 32084
Client:	Habitat for Humanity of St. Augustine/St. Johns	Address:	7 Hopkins St, Saint Augustine, FL 32084	
Appraiser:	Jennifer Havs	Address:	P.O. Box 840228, Saint Augustine, FL 32080-0228	

#### **DEFINITION OF MARKET VALUE \*:**

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated:
- 2. Both parties are well informed or well advised and acting in what they consider their own best interests;
- 3. A reasonable time is allowed for exposure in the open market:
- 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
- \* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):



Sertifications	File No.:
Property Address: 0 N Volusia Street C	ity: Saint Augustine State: FL Zip Code: 32084
	opkins St, Saint Augustine, FL 32084
	Box 840228, Saint Augustine, FL 32080-0228
APPRAISER'S CERTIFICATION	
I certify that, to the best of my knowledge and belief:	
- The statements of fact contained in this report are true and correct.	the considered constitution of the constitutio
- The credibility of this report, for the stated use by the stated user(s), of the stated user (s), of	
the reported assumptions and limiting conditions, and are my personal, im	
- I have no present or prospective interest in the property that is the subje	ct of this report and no personal interest with respect to the parties
involved.	or or in any other consoity regarding the property that is the subject of
- Unless otherwise indicated, I have performed no services, as an apprais this report within the three-year period immediately preceding acceptance	
- I have no bias with respect to the property that is the subject of this repo	
- My engagement in this assignment was not contingent upon developing	
- My compensation for completing this assignment is not contingent upon	
in value that favors the cause of the client, the amount of the value opinion	
subsequent event directly related to the intended use of this appraisal.	, the attainment of a supulated result, of the occurrence of a
- My analyses, opinions, and conclusions were developed, and this report	has been prepared in conformity with the Uniform Standards of
Professional Appraisal Practice that were in effect at the time this report was	
- I did not base, either partially or completely, my analysis and/or the opin	
sex, handicap, familial status, or national origin of either the prospective ov	
owners or occupants of the properties in the vicinity of the subject property	
- Unless otherwise indicated, I have made a personal inspection of the pro-	
- Unless otherwise indicated, no one provided significant real property ap	
property up	orang and continues to and potential (o) organized and continues and
Client Contact: Clie	nt Name: Habitat for Humanity of St. Augustine/St. Johns Co
E-Mail: Address:	7 Hopkins St, Saint Augustine, FL 32084
APPRAISER	SUPERVISORY APPRAISER (if required)
	or CO-APPRAISER (if applicable)
Jennyu Hays	
Design Ham	
o charge in	
	Supervisory or
Appraiser Name: Jennifer Hays	Co-Appraiser Name:
Company: Jennifer Hays Appraisal Services PA	Company:
Phone: (904) 501-1236 Fax:	Phone: Fax:
E-Mail: jenhays23@gmail.com	E-Mail:
Date Report Signed: 07/20/2020	Date Report Signed:
License or Certification #: Cert Res RD3883 State: FL	License or Certification #: State:
Designation: State-Certified Residential Real Estate Appraiser RD3883	Designation:
Expiration Date of License or Certification: 11/30/2020	Expiration Date of License or Certification:
Inspection of Subject:	Inspection of Subject: Did Inspect Did Not Inspect
Date of Inspection: 07/19/2020	Date of Inspection:

#### **Appraisers License**



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

#### FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED RESIDENTIAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

# HAYS, JENNIFER

100 SERENITY BAY BLVD ST AUGUSTINE FL 32080

LICENSE NUMBER: RD3883

**EXPIRATION DATE: NOVEMBER 30, 2020** 

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

#### **E&O Insurance - Page 1**

STOCK COMPANY

#### PRO GUARD PLATINUM POLICY DECLARATIONS

# STRATFORD INSURANCE COMPANY

POLICY NUMBER: RE00006516

Prior Policy Number: NEW

Named Insured and Mailing Address:

Jennifer Hays

Agent/Broker #33601 Premium: \$646.00

DBA Jennifer Hays Appraisal Services PA 100 Serenity Bay Boulevard

Saint Augustine, FL 32080

#### Producer:

Professionals' Best 6760 University Ave Suite #250 San Diego, CA 92115

Policy Period: (Mo./Day/Yr.)

From: 01/27/2020 To: 01/27/2021

12:01 AM, standard time at your mailing address shown above.

EXCEPT AS MAY OTHERWISE BE PROVIDED IN THE FOLLOWED POLICY, THIS POLICY MAY APPLY ONLY TO CLAIMS FIRST MADE IN ACCORDANCE WITH THE TERMS, CONDITIONS AND REQUIREMENTS OF THE FOLLOWED POLICY; AND THE LIMIT OF LIABILITY IS REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF DEFENSE COSTS OR CLAIMS FEES AND EXPENSES. PLEASE READ THE FOLLOWED POLICY AND THIS POLICY CAREFULLY.

#### **ITEM 1. PROFESSIONAL SERVICES:**

Real Estate Appraisers

<b>ERRORS AND ON</b>	WISSIONS LIABILI	TY	INSURANCE
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ITEM 2. LIMIT OF INSURANCE Each Claim Limit \$ 500,000 Aggregate Limit \$ 1,000,000

ITEM 3. DEDUCTIBLE Each Claim \$ 500 Aggregate \$ 1,000

ITEM 4. RETROACTIVE DATE 01/27/2003

TEM 5. PREMIUM \$ 646.00

Page 1 of 2

MPL 2003 (05/18)

#### E&O Insurance - Page 2

#### PRO GUARD PLATINUM POLICY DECLARATIONS (continued)

#### ITEM 6. FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of the Policy at time of issue:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS AND THE INSURED'S APPLICATION FOR THIS INSURANCE.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

#### STRATFORD INSURANCE GROUP

Administrative Office 300 Kimball Drive, Suite 500 Parsippany, New Jersey 07054

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy. If required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Secretary

President

Countersigned:

01/14/2020 PECKISAA

y: 0 7 . O1 —

Authorized Representative

#### **Qualifications - Page 1**

# Jennifer Hays

#### QUALIFICATIONS

#### Education

Real Estate Broker Licensure Course – 72 Hours – April 2007 Florida Real Estate Institute, Jacksonville, FL

Course AB II – Residential Course II – 45 Hours – October 2001 Steve Williamson's Real Estate Education Specialists, Orlando, FL

Course AB I – Licensed Residential Course I – 75 Hours – April 2000 Florida Real Estate Institute, Jacksonville, FL

#### **Professional**

- Jennifer Hays Appraisal Services PA, 2007-Present
- Appraisal Manager, Sunshine Realty & Appraisal Services, LLC. 2010-2018
- Owner, Sunshine Realty & Appraisal Services, 2006-2007
- Licensed Real Estate Broker 2007-Present BK443531 (Florida)
- State-Certified Residential Real Estate Appraiser 2002-Present RD3883 (Florida)
- Licensed Real Estate Salesperson 1985-2007 SL443531 (Florida)

#### Experience

#### State Certified Residential Real Estate Appraiser

May 2018-Present, Jennifer Hays Appraisal Services PA, P.O. Box 840228, St. Augustine, FL 32080-0228

December 2002 –2018, Sunshine Realty & Appraisal Services, LLC 741 A1A Beach Boulevard, St. Augustine, FL 32080

Jennifer Rowe (Hays) Appraisal Services, PA (2007-2010), 721 A1A Beach Blvd., Ste 7, St. Augustine, FL 32080

Assistant Appraiser, Sunshine Realty & Appraisal Services, Inc. April 2000 – December 2002. 741 A1A Beach Boulevard, St. Augustine, FL 32080

Active Realtor, 22 years, 1985-2002, Sunshine Realty, 741 A1A Beach Blvd. St. Augustine, FL

#### **Qualifications - Page 2**

# Jennifer Hays

#### **Professional Memberships**

- St. Johns County Board of Realtors
- National Association of Realtors

#### **Continuing Education**

30 Hours Required – USPAP, Florida Law Updates & Specialty Courses October & November 2002, 2004, 2006, August 2008, Steve Williamson's Real Estate Education Specialists; Oct 2010 Appraisal Institute Required USPAP, McKissock 30 Hours Required – completed Nov 2012 Gold Coast School of Real Estate 30 Hours Required – completed Nov 2014 McKissock 30 Hours Required – completed Nov 2016 McKissock 30 Hours Required – completed Nov 2018 McKissock 7 Hours Required USPAP – completed April 2020

30 Hours Required – Broker Post-Licensing – Florida Essentials of Real Estate Investments Completed June 2008; 30 Hours Required – Broker Post-Licensing – Florida Real Estate Brokerage, A Management Guide – Completed March 2009; 14 hr cont Ed FREI 03/2011 14 Hours Required Cont Ed Broker Lic – Florida Real Estate Institute – completed 03/2013 14 Hours Required Cont Ed Broker Lic – Florida Real Estate Inst – completed 03/2015 14 Hours Required Cont Ed Broker Lic – Bob Hogue School of RE – 03/2017 3 Hours Required Florida Real Estate Ethics & Business Practices 12/2018 14 Hours Required Cont Ed Broker Lic – Florida Real Estate Institute – 03/2019

FHA & The Appraisal Process – Appraisal Institute – Completed August 2008

Valuation of Green Residential Properties – Appraisal Institute – Completed February 2009

The New Residential Market Conditions Form - Appraisal Institute - Completed March 2009

Appraisal Institute - Online Business Practices and Ethics - Completed April 2009

Appraisal Institute - Appraisal Challenges: Declining Markets & Sales Concessions - May 2009

Appraisal Institute - Fannie Mae 2009 Selling Guide Updates - September 2009

Appraisal Institute - Residential Development: Valuation Trends, Issues & Challenges - Oct. 2009

Appraisal Institute - Mortgage Fraud and Real Estate Valuation - Completed April 2010

Appraisal Institute - Business Practices and Ethics-Completed Oct 2011

McKissock - The New FHA Handbook 4000.1 - Completed Oct 2015

## **Qualifications - Page 3**

# Jennifer Hays

#### Service Experience

Single Family Residential, 2-4 Family, Condominiums
Vacant Land, Construction-Perm, Final Inspections
Date of Death Valuation
Divorce & Estate Appraisals
FHA, USDA
Reverse Mortgage Appraisals
Waterfront – Ocean Front, Intracoastal Waterway, Canal Front
Construction Draw Inspections
Pre-Listing Appraisals
Catastrophic Disaster Area Property Inspections
Casualty Loss Valuations
Compliance Reviews