

22**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS***Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting***10/20/2020****BCC MEETING DATE****TO: Hunter S. Conrad, County Administrator****DATE: September 26, 2020****FROM: Joseph Cone, Assistant Director, Health and Human Services****PHONE: 904 209-6089****SUBJECT OR TITLE: Affordable Housing Grant Agreement for the Acquisition of 2.69 Acres for St. Johns Housing Partnership, Inc.****AGENDA TYPE: Consent Agenda, Grant, Resolution****BACKGROUND INFORMATION:**

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. The St. Johns Housing Partnership (SJHP) 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 SJHP to modify their proposal so as to maximize the number of affordable housing units that the Grantee could produce and recommended it for funding. SJHP proposes to purchase 15 undeveloped platted lots on 2.69 acres located between Avery Street and Scheidel Way, for the purpose of building a minimum of 10 homes for affordable housing. 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 REQUIRED? Yes**2. IF YES, INDICATE IF BUDGETED.** Yes**IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:****INDICATE FUNDING SOURCE:** 0094-58200 (Housing-Aid to Private Orgs)**SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to adopt Resolution 2020-_____, authorizing the County Administrator, or his designee, to sign the Affordable Housing Grant Agreement for the Acquisition of 2.69 Acres for St. Johns Housing Partnership, Inc., substantially in the same form as attached.

For Administration Use Only:**Legal: RL 10/5/2020****OMB: LF 10/5/2020****Admin: Brad Bradley 10/7/2020**

RESOLUTION NO. 2020-

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE AN AFFORDABLE HOUSING GRANT AGREEMENT FOR ST. JOHNS HOUSING PARTNERSHIP, INC., FOR THE ACQUISITION OF 2.69 ACRES 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, St. Johns Housing Partnership, 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, 2.69 acre parcel of land in West Augustine, for the purpose of building affordable housing; 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 Affordable Housing Grant Agreement and authorizes the County Administrator, or his designee, to execute the agreement substantially in the same form as attached 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.

PASSED AND ADOPTED by the Board 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 of Circuit Court and
Comptroller

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 St. Johns Housing Partnership, Inc. (Grantee), a Florida not-for-profit 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, 2.69 acre parcel of land between Avery Street and Scheidel Way, for the purpose of building an affordable housing community with a minimum of 10 homes. The Project Property 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 Project Property 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 Project Property, 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.
- 5. 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 two hundred fifty thousand dollars and no cents (\$250,000.00). 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.

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 master plan to build affordable housing or 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.

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:

Joseph Cone
Assistant Health and Human Services Director
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:

Bill Lazar, Executive Director
St. Johns Housing Partnership, Inc.
P.O. Box 1086
St. Augustine, FL 32085

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.

11. 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.

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. 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.

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 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.

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. **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.

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 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.

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. 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

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 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.

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. Any modification to this Agreement shall be in writing and executed by the duly authorized representatives of each party.

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.

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:
ST. JOHNS COUNTY CLERK OF
COURT

Deputy Clerk

Date of Execution

EXHIBIT A
Scope of Services

Grantee: St. Johns Housing Partnership, Inc.

Project Property:

Parcel ID: [1173200000](#), [1173200020](#), [1173200030](#), [1173200040](#), [1173200050](#),
[1173200060](#), [1173400220](#), [1173400230](#), [1173400240](#), [1173400250](#),
[1173400260](#), [1173400270](#), [1173400280](#), [1173400290](#), [1173400300](#),

St. Johns Housing Partnership, Inc. (SJHP) is to purchase the fifteen platted lots on 2.69 acres located between Avery Street and Scheidel Way, identified as the Project Property, with the Parcel ID Numbers indicated above and more fully described in Exhibit C. This Project Property is to be developed for the sole purpose of providing at least 10 new units of affordable housing, either for sale or rent, to income-eligible families.

The Scope of Services includes the following requirements:

- Grantee will select a title company to handle the sale and recording of the fifteen Parcel IDs noted above, as the Project Property.
- 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 amount of \$250,000.00, electronically transferred to the title company on or before the date of the closing.
- SJHP will be responsible for paying all remaining costs associated with this sale.
- County funding for this project will be provided through one source: St. Johns County Affordable Housing Program
- After acquisition of Project Property, SJHP is limited to using this land for the purpose of developing at least 10 new affordable housing units. Housing units may be made available for sale to low to moderate income buyers or made available for rent to low to moderate income households.
- SJHP 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.
- SJHP 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.
- SJHP will be solely responsible for all costs and on-going maintenance to the infrastructure and housing units, until sold, on Project Property .
- Should SJHP transfer ownership of all or part of Project Property 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, SJHP shall submit to the County and full plan for the development of the infrastructure and housing to be constructed on Project Property.

- Project Property will revert to County ownership should SJHP fail to begin construction of infrastructure by July 1, 2028, or fail to complete the infrastructure and 10 housing units by July 1, 2035.

Eligibility of Homebuyers/Renters for Housing Located on Project Property

The homebuyers who purchase homes, or rent units built on Project Property 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. SJHP 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:

SJHP 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 Project Property has positively affected affordable housing in St. Johns County.

SJHP 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 the following Parcel Identification Numbers, more particularly described as:

Parcel ID	Address	Legal Description	Map
<u>1173200000</u>	945 SCHEIDEL WAY	4-8 AFRO AMERICAN SUB OF BLK 91 DANCY TRACT LOT 1 OR668/2200 & 2201 (QC) & 873/1410 & 1109/1739 (QC)	<u>Map</u>
<u>1173200020</u>	941 SCHEIDEL WAY	4-8 AFRO AMERICAN SUB OF BLK 91 DANCY TRACT LOT 2 OR873/1410 & 1107/1739 (QC)	<u>Map</u>
<u>1173200030</u>	937 SCHEIDEL WAY	4-8 AFRO AMERICAN SUB OF BLK 91 DANCY TRACT LOT 3 OR873/1410 & 1109/1739 (QC)	<u>Map</u>
<u>1173200040</u>	933 SCHEIDEL WAY	4-8 AFRO AMERICAN SUB OF BLK 91 DANCY TRACT LOT 4 OR873/1410 & 1109/1739 (QC)	<u>Map</u>
<u>1173200050</u>	929 SCHEIDEL WAY	4-8 AFRO AMERICAN SUB OF BLK 91 DANCY TRACT LOT 5 OR873/1410 & 1109/1739 (QC)	<u>Map</u>
<u>1173200060</u>	925 SCHEIDEL WAY	4-8 AFRO AMERICAN SUB OF BLK 91 DANCY TRACT LOT 6 OR873/1410 & 1109/1739 (QC)	<u>Map</u>
<u>1173400220</u>	924 AVERY ST	4-8 AFRO AMERICAN SUB OF BLK 91 DANCY TRACT LOT 22 OR873/1410 & 1109/1739 (QC)	<u>Map</u>
<u>1173400230</u>	928 AVERY ST	4-8 AFRO AMERICAN SUB OF BLK 91 DANCY TRACT LOT 23 OR873/1410 & 1109/1739 (QC)	<u>Map</u>
<u>1173400240</u>	932 AVERY ST	4-8 AFRO AMERICAN SUB OF BLK 91 DANCY TRACT LOT 24 OR873/1410 & 1109/1739 (QC)	<u>Map</u>
<u>1173400250</u>	926 AVERY ST	4-8 AFRO AMERICAN SUB OF BLK 91 DANCY TRACT LOT 25 OR873/1410 & 1109/1739 (QC)	<u>Map</u>
<u>1173400260</u>	940 AVERY ST	4-8 AFRO AMERICAN SUB OF BLK 91 DANCY TRACT LOT 26 OR873/1410 & 1109/1739 (QC)	<u>Map</u>
<u>1173400270</u>	1000 N BREVARD ST	4-8 AFRO AMERICAN SUB OF BLK 91 DANCY TRACT LOT 27 OR873/1410 & 1109/1739 (QC)	<u>Map</u>
<u>1173400280</u>	1020 N BREVARD ST	4-8 AFRO AMERICAN SUB OF BLK 91 DANCY TRACT LOT 28 OR873/1410 & 1109/1739 (QC)	<u>Map</u>
<u>1173400290</u>	1040 N BREVARD ST	4-8 AFRO AMERICAN SUB OF BLK 91 DANCY TRACT LOT 29 OR873/1410 & 1109/1739 (QC)	<u>Map</u>
<u>1173400300</u>	1060 N BREVARD ST	4-8 AFRO AMERICAN SUB OF BLK 91 DANCY TRACT LOT 30 OR873/1410 & 1109/1739 (QC)	<u>Map</u>

Exhibit D:
 Maps



INVOICE

FROM:

Pacetti Appraisal Services
 1301 Plantation Island Dr S Ste 303A
 St Augustine, FL 32080-3117

Telephone Number: (904) 461-9810 x5 Fax Number: (904) 797-3874

TO:

SJHP SJC
 525 W King St
 St. Augustine, FL 32084

E-Mail: blazar@sjhp.org
 Telephone Number: 824-0902
 Alternate Number:

Fax Number:

INVOICE NUMBER	
6397	
DATES	
Invoice Date:	08/29/2020
Due Date:	
REFERENCE	
Internal Order #:	
Lender Case #:	
Client File #:	
FHA/VA Case #:	
Main File # on form:	6397
Other File # on form:	
Federal Tax ID:	
Employer ID:	

DESCRIPTION

Lender: SJHP SJC Client: SJHP SJC
 Purchaser/Borrower: N/A
 Property Address: 945 Scheidel Way
 City: Saint Augustine
 County: St. Johns State: FL Zip: 32084
 Legal Description: AFRO AMERICAN SUB OF BLK 91 DANCY TRACT LOT 1

FEES

AMOUNT

400.00

SUBTOTAL

400.00

PAYMENTS

AMOUNT

Check #: Date: Description:
 Check #: Date: Description:
 Check #: Date: Description:

SUBTOTAL

0

TOTAL DUE

\$

400.00

LAND APPRAISAL REPORT

Borrower N/A, Property Address 945 Scheidel Way, City Saint Augustine, County St. Johns, State FL, Zip Code 32084. Legal Description AFRO AMERICAN SUB OF BLK 91 DANCY TRACT LOT 1. Sale Price \$ N/A, Date of Sale N/A, Loan Term yrs. Property Rights Appraised Fee Leasehold De Minimis PUD. Actual Real Estate Taxes \$ 151 (yr) Loan charges to be paid by seller \$ Other sales concessions. Lender/Client SJHP SJC, Address 525 W King St, St. Augustine, FL 32084. Occupant N/A, Appraiser Randy Pacetti, Instructions to Appraiser Estimate Market Value for purchasing decisions.

Location: Urban, Suburban, Rural. Built Up: Over 75%, 25% to 75%, Under 25%. Growth Rate: Fully Dev., Rapid, Steady, Slow. Property Values: Increasing, Stable, Declining. Demand/Supply: Shortage, In Balance, Oversupply. Marketing Time: Under 3 Mos., 4-6 Mos., Over 6 Mos. Present: 70% One-Unit, 15% 2-4 Unit, % Apts., % Condo, 15% Commercial. Land Use: % Industrial, % Vacant. Change in Present Land Use: Not Likely, Likely (*), Taking Place (*). Predominant Occupancy: Owner, Tenant, % Vacant. One-Unit Price Range: \$ 35 to \$ 220, Predominant Value \$ 90. One-Unit Age Range: 1 yrs. to 50 yrs., Predominant Age 25 yrs. Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) Subject neighborhood is conveniently located to most facilities, there is an elementary and middle school located within the neighborhood. Neighborhood is a mixture of conventional homes and mobile homes, and various commercial activities. Neighborhood home sizes vary from .1 acre to .5 acre+-.

Dimensions 50'x125' = .14 Acre+-, Corner Lot. Zoning Classification RS-3, Present Improvements Do Do Not Conform to Zoning Regulations. Highest and Best Use Present Use Other (specify) N/A. Elec. Fla P&L Co., Gas None, Water Septic, San. Sewer Septic, Underground Elect. & Tel. OFF SITE IMPROVEMENTS: Street Access Public Private, Surface Asphalt, Maintenance Public Private, Storm Sewer Curb/Gutter, Sidewalk Street Lights. Topo Average Level, Size Average, Shape Rectangular, View Avg. Resid, Drainage Adequate. Is the property located in a FEMA Special Flood Hazard Area? Yes No. Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) Easements and restriction lines of record are not considered detrimental.

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

Table with 5 columns: ITEM, SUBJECT PROPERTY, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Rows include Address, Proximity to Subject, Sales Price, Price \$/Sq. Ft., Data Source(s), Date of Sale/Time Adj., Location, Site/View, Sales or Financing Concessions, Net Adj. (Total), Indicated Value of Subject.

Comments on Market Data All comps are current sales of lots with similar road frontage but differing depths. Comp 2 was the sale of 2 side by side buildable lots per MLS and were 50'x165' each. All comps returned similar value estimates, however comp 3 is the most recent sale fond and is being given added weight.

Comments and Conditions of Appraisal Lots 2, 3, 4, 24, 25, 26 & 27 of Blk. 91 (same block) are also 50'x125' and are considered to have similar values. Consideration has been given to easements & restriction lines of record. Violations or encroachments by easily removable improvements not considered detrimental. Subject has been owned by owner for over 3 years.

Final Reconciliation Market approach is the only applicable approach in the appraisal of vacant residential land. No personal property included in indicated market value.

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF 08/29/2020 TO BE \$ 17,500. Appraiser Randy Pacetti, Supervisory Appraiser (if applicable), Date of Signature and Report 08/31/2020, Date of Signature, Title Cert Res, State Certification # Cert Res RD1938, ST FL, Or State License #, ST, Expiration Date of State Certification or License 11/30/2020, Expiration Date of State Certification or License, Date of Inspection (if applicable) 08/29/2020, Did Did Not Inspect Property Date of Inspection.

Subject Photo Page

Borrower	N/A				
Property Address	945 Scheidel Way				
City	Saint Augustine	County	St. Johns	State	FL Zip Code 32084
Lender/Client	SJHP SJC				



Subject Front

945 Scheidel Way
Sales Price N/A
Gross Living Area 672
Total Rooms
Total Bedrooms
Total Bathrooms 2
Location Suburban
View .14 Acre+-
Site .26 Acre+-
Quality Very Good
Age 49

Rear



Subject Street

Tax Map



St. Johns County, FL



Overview



Legend

- Parcels
- Roads
- Cities

The St. Johns County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

Date created: 8/31/2020
Last Data Uploaded: 8/29/2020 12:19:20 AM

Developed by Schneider
GEOSPATIAL

Location Map

Borrower	N/A			
Property Address	945 Scheidel Way			
City	Saint Augustine	County St. Johns	State FL	Zip Code 32084
Lender/Client	SJHP SJC			



DEFINITION OF MARKET VALUE: 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, 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 each acting in what he considers his own best interest; (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. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

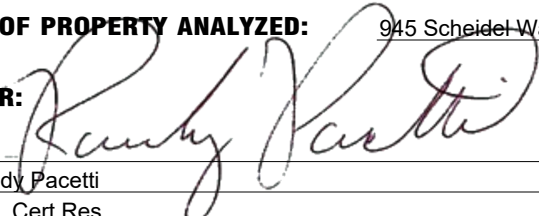
CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. 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 valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. 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, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees 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. This appraisal report must not be considered an environmental assessment of the subject property.
6. 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.
7. 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.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. 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 prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).
11. I have appraised subject site for subject bank within the last 3 years.

ADDRESS OF PROPERTY ANALYZED: 945 Scheidel Way, Saint Augustine, FL 32084

APPRAISER: 
 Signature: _____
 Name: Randy Pacetti
 Title: Cert Res
 State Certification #: Cert Res RD1938
 or State License #: _____
 State: FL Expiration Date of Certification or License: 11/30/2020
 Date Signed: 08/31/2020

SUPERVISORY or CO-APPRAISER (if applicable):
 Signature: _____
 Name: _____
 Title: _____
 State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date Signed: _____
 Did Did Not Inspect Property

Qualifications

Borrower	N/A				
Property Address	945 Scheidel Way				
City	Saint Augustine	County	St. Johns	State	FL Zip Code 32084
Lender/Client	SJHP SJC				

Qualifications- Randall Pacetti

Resident of Florida since birth, licensed by Real Estate Commission, State of Florida since 1985.

FORMAL EDUCATION

Bachelor of Science Degree in Business Administration from the University of Florida.
Graduated June, 1981.

Graduated St. Joseph Academy- High School
June, 1977

REAL ESTATE EDUCATION

Sponsored by the National Association of Real Estate License Law Officials:
Principles of Appraisal
Practice of Appraisal

Sponsored by the American Institute of Real Estate Appraisal:
Principles of Appraisal

Sponsored by the Florida Real Estate Institute Inc.:
Uniform of Professional Appraisal Practice

MEMBERSHIP AND PROFESSIONAL AFFILIATIONS

State Certified Residential Appraiser - License #0001938
Licensed Broker-Salesman since 1988: State of Florida
Licensed Salesman 1985-1988: State of Florida

APPRAISAL EXPERIENCE

Pacetti Appraisal Services, March, 1995 to present

Appraiser, Clark, Hunter & Associates, June, 1989 to March, 1995

- Prepared appraisals on single family homes, multi-family dwellings, condominiums, and vacant land.
- Assisted in researching and preparing full narrative appraisals with experience in vacant commercial, residential, industrial land, office buildings, shopping centers, warehouses and farms.

NON-APPRAISAL WORK EXPERIENCE

Residential and Commercial Real Estate Sales 1985-1999

- Sales have included single family homes, multi-family dwellings, condominiums, commercial buildings, commercial land, lots and acreage.

Retail Management 1981-1985

Manager of Teppe Town. Inc. (Christmas Shop)

Land Surveying 1975-1981

Emmett William Pacetti and Assoc., St. Augustine, Florida

FIRREA / USPAP ADDENDUM

Borrower	N/A	File No.	6397
Property Address	945 Scheidel Way		
City	Saint Augustine	County	St. Johns
		State	FL
		Zip Code	32084
Lender/Client	SJHP SJC		

Purpose
 Estimate market value of subject site for purchasing decisions.

Scope of Work
 The development of the appraisal included an inspection of subject site. In addition and analysis of the subject's neighborhood and surrounding area including data with the St. Johns county appraiser's office, MMT (Metro Market Trends Recording Services) and MLS relating to the subject property and comparable sales was conducted.

Intended Use / Intended User
 Intended Use: For buying purposes.
 Intended User(s): The intended users of this report is St. John's County Housing Partnership

History of Property
 Current listing information: No listing within last 12 months was found.
 Prior sale: The subject has been owned by the borrower for over 3 years.

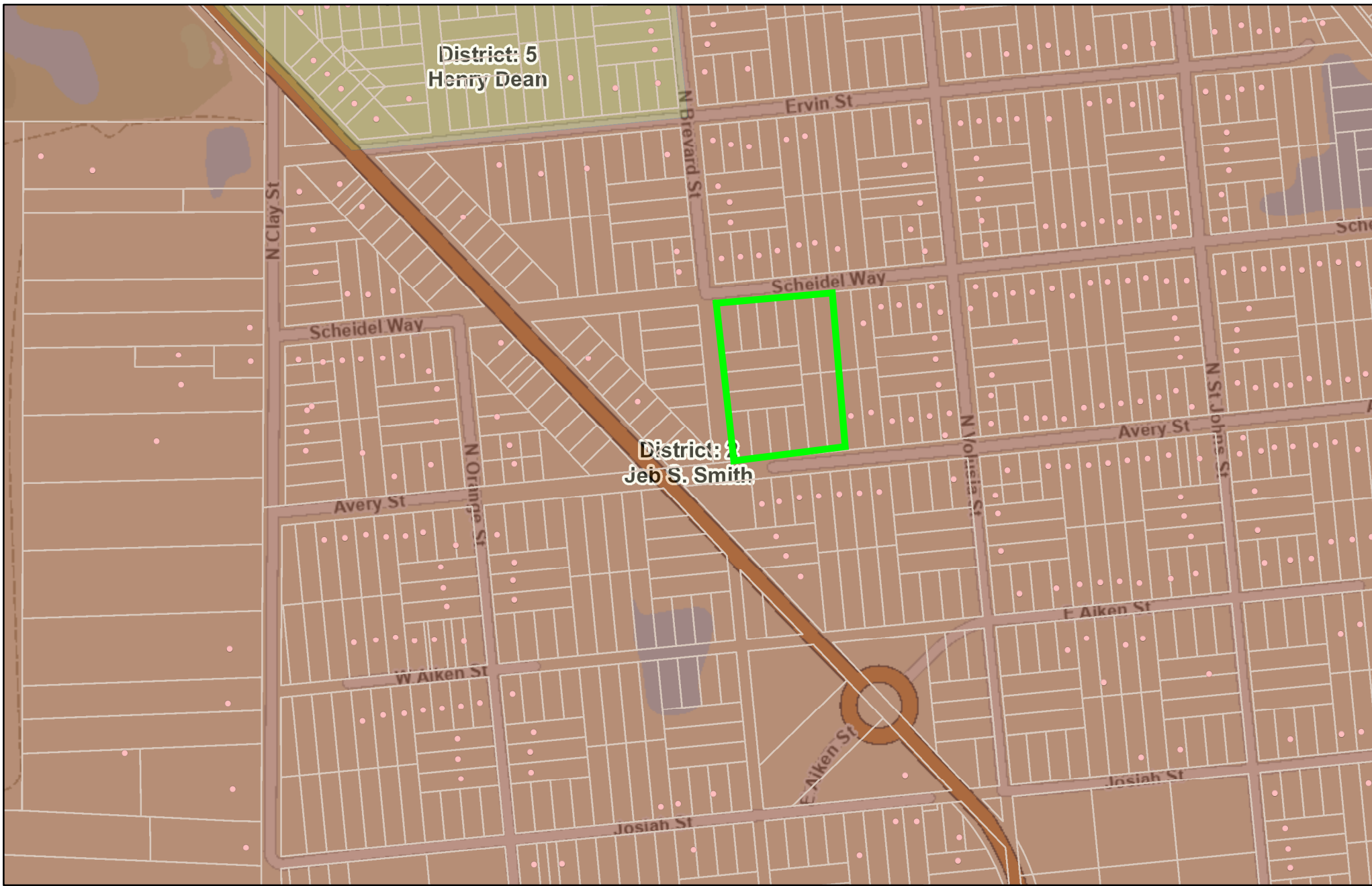
Exposure Time / Marketing Time
 Homes and Vacant sites that are reasonably priced typically sell with-in 3 to 6 months. However, ones that are over priced are taking over 6 months or longer to sell.

Personal (non-realty) Transfers
 N/A

Additional Comments
 I have not performed any services as an appraiser or in any other capacity, regarding the property that is the subject of the this appraisal within the last three years.
 "The recent outbreak of Covid-19, or novel coronavirus, has substantially disrupted global financial, employment, and social markets and the pandemic is evolving so rapidly, that it would be impossible to accurately measure the effects on the commercial real estate markets in the area. The opinions of market value are based on the best and most current data the appraiser could develop along with their best judgment on what the long-term effect resulting from Covid-19 could be, but it may take several months, a year, or longer to measure the true impact on commercial real estate markets and market value."

Certification Supplement
 1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.
 2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.
 3. I have not performed any services as an appraiser or in any other capacity, regarding the property that is the subject of the this appraisal within the last three years.

<p>Appraiser: <u>Randy Pacetti</u></p> <p>Signed Date: <u>08/31/2020</u></p> <p>Certification or License #: <u>Cert Res RD1938</u></p> <p>Certification or License State: <u>FL</u> Expires: <u>11/30/2020</u></p> <p>Effective Date of Appraisal: <u>08/29/2020</u></p>	<p>Supervisory Appraiser: _____</p> <p>Signed Date: _____</p> <p>Certification or License #: _____</p> <p>Certification or License State: _____ Expires: _____</p> <p>Inspection of Subject: <input type="checkbox"/> Did Not <input type="checkbox"/> Exterior Only <input type="checkbox"/> Interior and Exterior</p>
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District: 5
Henry Dean

District: 2
Jeb S. Smith

Map created with St. Johns County's iMap

DISCLAIMER:

This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.

Date: 8/6/2020

St. Johns Housing Partnership, Inc.

Acquisition of 2.69 Acres in District 2

