

HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This covenant is made the 24th day of September, 19 34 by
Neighborhood Housing and Development Corporation (hereinafter referred to as the Owner(s))
and in favor of City of Gainesville
(hereinafter referred to as the Local Government) for the purpose of the restoration, renovation or
rehabilitation, of a certain Property located at 510 NW 4th St

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

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements.
The Property is more particularly described as follows (include city reference, consisting of
repository, book and page numbers): City of Gainesville, Alachua County Official
Records Brush Addn DB O-218 BK 26 Plat IN S 1/2 1/2 of Bk 26 PB A-88 N 1/2 of Lot 13 OR
901/747 & 902/67 Deed in Error OR 1120/748

In consideration of the tax exemption granted by the Local Government, the Owner hereby
agrees to the following for the period of the tax exemption which is from January 1, 1999,
to December 31, 2008.


1. The Owner agrees to assume the cost of the continued maintenance and repair of said
Property so as to preserve the architectural, historical, or archaeological integrity of the same in
order to protect and enhance those qualities that made the Property eligible for listing in the

The Local Historic Preservation Office, will evaluate the information provided and notify the Owner in writing of its determination regarding removal of the Property from eligibility for tax exemption. If the Local Historic Preservation Office determines that the Property should be removed from eligibility for tax exemption, it will notify the Alachua County Property Appraiser in writing so that the tax exemption can be canceled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

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

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


OWNER

<u>DAVID HERKALO</u> Director	<u></u> Signature	<u>10/24/98</u> Date
Name		


CITY OF GAINESVILLE

<u>Mayor Paula DeLaney</u> Mayor or Designated Successor	<u>Paula M. DeLaney</u> Signature	<u>11/30/98</u> Date
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APPROVED AS TO FORM AND LEGALITY


~~Marion Radson~~
City Attorney

ATTEST


Kurt Lannon
Clerk of the Commission