

# RESTRICTIVE COVENANTS

Project Name: Clay County Historical Courthouse Restoration Line Item

Grant Number: 20.h.sc.900.168

THESE COVENANTS are entered into this 14 day of April, 2020, by Clay County Board of County Commissioners, hereinafter referred to as the Owner, and shall be effective for a period of ten years from the date of recordation by the Clerk of the Circuit Court of Clay County, Florida.

WHEREAS, the Owner is the fee simple titleholder of the Property located at (27 Gratio Place), (Green Cove Springs), (Clay) County, Florida, as described in Exhibit A, attached to and made a part hereof and

WHEREAS, the Owner is to receive State Historic Preservation Grant assistance funds administered by the State of Florida, Department of State, Division of Historical Resources, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, hereinafter referred to as the Department, in the amount of (\$250,000.00), to be used for the preservation of the property of the Owner as described in Exhibit A, and

WHEREAS, said State funds have been or will be expended for the purpose of preserving the historic qualities of the property or contributing to the historic character of the district in which the property is located,

Now THEREFORE, as part of the consideration for the State grant, the Owner hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for a period stated in the preamble above:

1. The Owner agrees to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation.
2. The Owner agrees that no modifications will be made to the Property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department's Bureau of Historic Preservation.
3. The Owner agrees that every effort will be made to design any modifications to the Property in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation.
4. The Owner agrees that the Department, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
5. The Owner agrees that these restrictions shall encumber the property for a period of ten years from the date of recordation, and that if the restrictions are violated within the ten year period, the Department shall be entitled to liquidated damages pursuant to the following schedule:
  - a. If the violation occurs within the first five years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount.
  - b. If the violation occurs after the first five years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five. For instance, if the violation occurs after the sixth anniversary of the effective date of these covenants, but prior to the seventh anniversary, the Department shall be entitled to return of 80% of the original grant amount.
6. The Owner agrees to file these covenants with the Clerk of the Circuit Court of (Clay) County, Florida, and shall pay any and all expenses associated with their filing and recording.
7. The Owner agrees that the Department shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner has read these Restrictive Covenants and has hereto affixed their signature.

**WITNESSES:**

**Clay County Board of County Commissioners**  
**Gayward Hendry, Chairman**

\_\_\_\_\_  
 Witness Signature

\_\_\_\_\_  
 OWNER

\_\_\_\_\_  
 Witness Name Typed/Printed

\_\_\_\_\_  
 P.O. Box 1366  
 Owner's Address

\_\_\_\_\_  
 Witness Signature

\_\_\_\_\_  
 Green Cove Spring, Florida 32043  
 City State Zip

\_\_\_\_\_  
 Witness Name Typed/Printed

The State of Florida  
 County of \_\_\_\_\_

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that Gayward Hendry personally  
 (Name)

appeared as Chairman for Clay County Board of County Commissioners  
 (Officer) (Name of Corporation/Partnership)

known to me to be or who proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced \_\_\_\_\_

Executed and sealed by me at \_\_\_\_\_, Florida on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Notary Public in and for

The State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

# Exhibit A



## Overview



## Legend

- Parcels
- Roads
- Conservation Easements

Parcel ID	38-06-26-017180-000-00	Physical Address	27 GRATIO PL GREEN COVE SPRINGS
Acres	2.785	Mailing Address	CLAY COUNTY BD OF COUNTY COMM
Property Class	COUNTY - I	Address	ATTN FINANCE DEPT PO BOX 988 GREEN COVE SPRINGS, FL 32043-0988
Taxing District	2		