DOS Form No. HR3E111292

HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made the _____ day of _____, by Linda M. Kroon (hereinafter referred to as the Owner) and in favor of City of Fort Pierce (hereinafter referred to as the Local Government) for the purpose of the restoration, renovation or rehabilitation, of a certain Property located at 301 S US Highway 1 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 for the property or the district in which it is located are ☒ architecture, ☐ 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):

TAX ID #: 2410-701-0102-000-2

In consideration of the tax exemption granted by the Local Government, the Owner hereby agreed to the following for the period of the tax exemption which is from October 1, 2015, to September 30, 2025:

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 make the Property eligible for listing in the National Register of Historic Places or designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the (☐) Division of Historical Resources (☒) Local Historic Preservation Office. The address of the certified Local Historic Preservation Offices is, if one exists in the jurisdiction:

Name of Office/Agency: CITY OF FORT PIERCE

Address: 100 NORTH U.S. HIGHWAY #1

City: FORT PIERCE, FLORIDA

Zip: 34950

Telephone: (772) 467-3739

The address of the Division of Historical Resources is:

Bureau of Historic Preservation
Division of Historical Resources
R.A. Gray Building, 500 South Bronough Street
Tallahassee, Florida 32399-0250
Telephone Number: (904) 487-2333

3. [Only for properties of archaeological significance] The Owner agrees to ensure the protection of the site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the site is obtained pursuant to 2. above.

4. The Owner agrees that the ☐ Division of Historical Resources ☒ Local Historic Preservation Office and appropriate representatives of the Local Government, their agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of the non-performance or violation of the maintenance provisions of the Covenant by the Owner or any successor-in-interest during the term of the Covenant, the ☐ Division of Historical Resources ☒ Local Historic Preservation Office will report such 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 difference 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.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform the ☐ Division of Historical Resources ☒ Local Historic Preservation Office in writing of the damage to the Property, including (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction 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 ☐ Division of Historical Resources ☒ Local Historic Preservation Office.

7. If the Property has been destroyed or severely damaged by accidental or natural causes, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which make 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 so damaged that restoration is not feasible, the Owner will notify the ☐ Division of Historical Resources ☒ Local Historic Preservation Office in writing of the loss. The ☐ Division of Historical Resources ☒ 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 ☐ Division of Historical Resources ☒ Local Historic Preservation Office determines that the property should be removed from eligibility for tax exemption, it will notify the Property Appraiser of the county in which the Property is located in writing so that the tax exemption can be cancelled 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 ☐ Division of Historical Resources ☒ 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 ☐ Division of Historical Resources ☒ Local Historic Preservation Office. If the Owner does not complete the restoration work on the agreed upon time schedule, the ☐ Division of Historical Resources ☒ Local Historic Preservation Office will report such 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. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

OWNER

Linda M Kroon

Linda M Kroon.

Name Signature Date

LOCAL GOVERNMENT: CITY OF FORT PIERCE

Linda Hudson, Mayor

Linda Hudson, Mayor

Name of Authorized Local Official Signature Date