

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Tampa
Manager, Historic Preservation
306 E. Jackson Street, 3N
Tampa, FL 33602
Fax: 813-274-8387
Tel: 813-274-8920

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

(Exhibit C)

**AGREEMENT AND DECLARATION
OF COVENANTS AND RESTRICTIONS**

THIS AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS ("Agreement") is entered into this ____ day of _____, 20__, by and between the CITY OF TAMPA, FLORIDA, a municipal corporation (the "City"), and _____ ("Owner").

RECITALS

WHEREAS, pursuant to the authority contained in Resolution No. 2002-0155, passed and adopted on February 7, 2002, by the City Council of the City of Tampa, Florida, the City of Tampa entered into an agreement with the Florida Department of Transportation District Seven ("FDOT") providing for the mitigation of the interstate highway expansion project ("Project") to the Ybor City National Historic Landmark District, the West Tampa National Register Historic District and the Tampa Heights National Register Historic District ("Agreement").

WHEREAS, pursuant to the terms of the Agreement, the FDOT assumed responsibility for the relocation and rehabilitation of certain historic buildings directly impacted by the Project.

WHEREAS, upon completion of the relocation and rehabilitation of the historic homes, the City assumed responsibility to market all rehabilitated homes in accordance with approved guidelines.

WHEREAS, pursuant to the terms of the Agreement, all proceeds derived by the City in connection with the sale of the sites and rehabilitated homes are required to be placed in a designated trust fund account ("Trust Fund") for use by the City in connection with public improvement projects or for historic preservation purposes in the Ybor City National Historic Landmark District, the Tampa Heights National Register Historic District, or the West Tampa National Register Historic District.

WHEREAS, Owner is the owner in fee of that certain real property located in Tampa, Florida, legally described in Exhibit "A" attached hereto and incorporated herein by reference ("Property").

WHEREAS, Owner, whose Property is located in either the Ybor City National Historic Landmark District, the Tampa Heights National Register Historic District, or the West Tampa National Register Historic District applied for and was approved for a grant award from the Trust Fund.

A G R E E M E N T

Based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the City and Owner agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and by this reference are incorporated as if fully set forth herein.

2. **Project.** The grant award shall be used for the purpose of

_____.

3. **Maintenance.** The Owner agrees to assume the cost of the continued maintenance and repair of said Property in a manner consistent with the Secretary of Interior's Standards for Rehabilitation for a period of five years from the date of disbursement under this agreement, so as to preserve the architectural, historical, or archaeological integrity of the Property in order to protect and enhance those qualities that made the Property eligible for funding under the Interstate Historic Preservation Trust Fund.

4. **Alterations.** The Owner agrees that no visual or structural alterations, other than routine repairs and maintenance, will be made to the Property, for a period of five years from the date of disbursement under this agreement, without prior written permission of the Local Historic Preservation Office located at 306 East Jackson Street, 3N, Tampa, Florida 33602.

5. **Right of Inspection.** The Owner agrees that representatives of the Local Historic Preservation Office and other appropriate representatives of the City, 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.

6. **Change in Ownership.** In the event that the Owner does not remain owner-occupant, or if all or any part of the property or an interest therein is sold or transferred by Owner without the City's prior written consent, the City may declare, within a period of five (5) years from the date of disbursement under this agreement, that the grant amount awarded through the Trust Fund be immediately due and payable in full according to the Schedule of Repayment (see Attachment A). The City expressly reserves the right to employ any remedy at law, including the filing of a lien, to recover grant funds in the event of default.

7. **Duration.** The covenants set forth in this Agreement shall remain in force and effect for a period of five (5) years from the date of disbursement under this Agreement.
8. **Breach of Covenants.** Notwithstanding the foregoing, in the event the Owner fails to comply with any of the provisions in Section 2, Section 3, Section 4, Section 5, or Section 6 above, the grant award, at the City's discretion, will be repaid to the City in full.
9. **Covenants Run with the Land.** All conditions, covenants, and restrictions contained in this Agreement shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the City, its successors and assigns, against Owner, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof, subject to the provisions of Section 6 and/or Section 7, above.
10. **Modification of Agreement.** The City and its successors and assigns, and Owner and the successors and assigns of Owner in and to all or any part of the fee title to the Property, shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, conditions, or restrictions contained in this Agreement without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than a fee in the Property. Any amendment or modification to this Agreement must be in writing and signed by the City and Owner, or their successors and assigns.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the City and Owner have caused this instrument to be executed at the place and on the date first written above.

OWNER

Witnesses:

BY: _____

(Signature)

(Name typed or printed)

(Signature)

(Name typed or printed)

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, Owner, who is personally known to me or has provided Florida Driver License _____ for identification.
(License Number)

Signature of person taking acknowledgement

Name of acknowledger typed, printed or stamped

NOTARY PUBLIC
State of Florida at Large
Serial number (if any):

My Commission Expires:

CITY OF TAMPA

BY: _____
Bob Buckhorn, MAYOR

ATTEST:

CITY CLERK/DEPUTY CITY CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:**

Mauricio Rodriguez
Assistant City Attorney

Attachment "A"
Schedule of Repayment

Sale or transfer of the property within "x" year(s) of the grant award will require repayment of "Y" amount of the grant awarded.

<u>X</u>	<u>Y</u>
1	100%
2	100%
3	75%
4	50%
5	25%