

Downtown Redevelopment Area

Residential Paint Program Guidelines

I. Purpose

The Downtown Redevelopment Area (DRA) Residential Paint Program (the “Program”) was established by the Gainesville Community Redevelopment Agency (the “CRA”) to encourage residents of the DRA to improve the exterior of their residences, thereby reducing blight conditions and improving the aesthetics of the community. Through the Downtown Redevelopment Plan the CRA is authorized to “support and encourage improved appearance and design of both public and private projects. Strategies may include, but are not limited to, developing design guidelines, providing design assistance, façade grant and/or paint programs, incentives, and partnerships with both the public and private sector.” The DRA Residential Paint Program allows eligible applicants to share with the CRA the cost of painting an existing residential property within the Downtown Redevelopment Area. This Program is an alternative to the Partnership for Paint Program, not a supplement. Successful applicants may only avail themselves of one of these programs.

II. Availability of Funds

This Program is subject to the availability of funds in the CRA’s Downtown Redevelopment Area. If such funds are available and allocated to this Program, the funds will be awarded on a first-come, first-serve basis to applicants meeting all Program guidelines. Up to \$500.00 in paint and paint supplies will be awarded per approved project. The recipient shall be responsible for all remaining costs associated with the project. The CRA reserves sole discretion in the review of applications and in awarding funds under this Program.

III. Eligibility

- The residential dwelling (hereinafter the “Building”) must be located within the Downtown Redevelopment Area.
- The Building shall have no existing code violations and the owner shall not be named in any outstanding code enforcement liens.
- The project shall consist of painting the exterior of the Building. Interior painting projects are not eligible. The exterior of the Building must be pressure-washed before the application will be approved. CRA staff will verify completion of the pressure-washing.
- In the event multiple applications are received on the same day, priority shall be given to owner-occupied residences within the Downtown Redevelopment Area.
- Applications may be considered according to an “application cycle” established by the CRA, whereby the application process will be open only to residences in certain designated neighborhoods within the DRA for a given period of time. Each neighborhood within the DRA will receive equal time in the application cycle. The CRA may further establish a quota limiting the number of applications that will be

accepted per neighborhood during each neighborhood's designated time in the application cycle.

IV. Applicant Requirements/Program Process

- 1) The applicant must obtain and submit a completed DRA Paint Program application to CRA staff with all required attachments.
- 2) Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to meet Program requirements or to request missing or additional information needed to complete review.
- 3) The applicant must pressure-wash the exterior of the Building before his/her application will be approved. CRA staff will verify the Building has been pressure-washed prior to granting approval.
- 4) The application must include the chosen color scheme for both the Building and trim and color photographs of the exterior of the existing Building ("before" photos). Recommended color palettes are available on request from the CRA.
- 5) Upon application approval, the applicant will consult with CRA staff and a representative from a CRA-approved paint supply company to determine what paint and paint supplies will be sufficient in order to complete an industry-standard paint job.
- 6) Upon selection of paint and supplies, the CRA will issue payment directly to the paint supply company and transfer the paint and supplies to the applicant.
- 7) Work must commence on the project within 30 days of the applicant's receipt of the paint and paint supplies. All work must be complete within 60 days from the commencement date.
- 8) Upon completion of the work, the applicant must contact the CRA staff to arrange a completion inspection. All work will be inspected by the CRA after completion of the project for the limited purpose of verifying the work was completed in accordance with these guidelines. The CRA inspection should not be considered a warranty or guarantee of any kind. Deficient work identified by the CRA inspector, if any, shall be remedied within five (5) business days by the applicant. Upon completion, the applicant and the CRA will execute an Affidavit of Completion. Further, the owner of the Building shall execute a Façade Preservation Easement in the form required by the CRA in order to ensure the owner maintains the work in good condition and without material change for a period of five (5) years. The CRA will record the Easement and return a copy to the owner.

V. CRA Limit of Liability

The CRA's liability under this Program shall be solely limited to the purchase of paint and paint supplies in an amount not to exceed \$500.00, approved in advance by the CRA for work completed in accordance with these guidelines, as evidenced by an executed Affidavit of Completion. The CRA expressly disclaims any other liability, warranty or guarantee, express or implied.

PASSED AND ADOPTED, THIS ___ day of _____

ATTEST:

GAINESVILLE COMMUNITY
REDEVELOPMENT AGENCY

CRA Clerk

Craig Carter, Chairperson

Approved as to Form and Legality

Lisa C. Bennett, CRA Attorney

DRA Residential Paint Program Guidelines Checklist

- Read Program Guidelines
- Obtain Application from CRA Office
- Verify residential building has no existing code violations or any outstanding code enforcement liens.
- Within 30 days of receipt of written approval from the CRA work must commence and must be complete within 60 days from the commencement date. CRA staff as well as painting supplier is available to help with color selections.
- Prior to painting the home the applicant must allow CRA staff to verify the building has been pressure washed.
- After pressure washing is complete applicant and CRA staff representative will meet with paint supplier to redeem Paint voucher & obtain paint and painting supplies.
- Upon completion of work applicant will contact the CRA to arrange a completion inspection. Deficient work should be remedied by the applicant within 5 business days of the applicant.
- Upon completion the owner shall execute a Façade Preservation Easement in the form required by the CRA.

Downtown Redevelopment Area
Residential Paint Program – Project Application
Gainesville Community Redevelopment Agency
802 NW 5th Avenue, Suite 200 Gainesville, FL 32601
Phone (352) 393-8200, Fax (352) 334-2132

SECTION I: APPLICANT INFORMATION

Your Name: _____

Mailing Address: _____
Street City State Zip Code

Telephone: (____) _____ E-Mail: _____

Drivers License # _____

Building Address: _____

If you are also the Building Owner, please check here , attach proof of ownership, and proceed to Section III.

If you are a tenant and are not the Building Owner, please complete Section II below.

SECTION II: BUILDING OWNER INFORMATION

Owner Name: _____

Mailing Address: _____
Street City State Zip Code

Telephone: (____) _____ E-Mail: _____

Please attach proof of ownership, such as recorded deed or recent property tax bill

SECTION III: DESCRIPTION OF WORK

Please check and describe scope of work

Exterior Painting _____ square feet
color choices: _____ main building
_____ trim color #1, where used: _____
_____ trim color #2, where used: _____

You must attach color photographs of the existing building showing all exterior sides of the building.

SECTION IV: ACKNOWLEDGMENTS AND SIGNATURES

By signing and submitting this application, the Building Owner and Applicant certify, attest and acknowledge that:

1. I/we have been provided a copy of and have read, understand and will comply with the ERA Residential Paint Program Guidelines dated _____, 2014.
2. I/we understand the Building must be located in the Downtown Redevelopment Area to be eligible.
3. The Building has no existing code violations and the Building Owner or Applicant is not named in any outstanding code enforcement liens.
4. I/we understand that the exterior of the Building must be pressure-washed before approval of this application will be granted and that CRA staff will verify the completion of pressure-washing.
5. Upon application approval, the Applicant will consult with CRA staff and a representative from a CRA-approved paint supply company to determine what paint and supplies will be sufficient in order to complete an industry-standard paint job.
6. I/we understand that work must commence on the project within 30 days of receipt of the paint and paint supplies. I/we understand that all work must be complete within 60 days of receipt of the paint and supplies.
7. I/we understand that the CRA will provide paint and paint supplies in an amount not to exceed \$500.00 to be used to paint the residential structure listed on the application, and that I/we are responsible for labor and any other costs or overages. I/we further understand that failure to comply with the Guidelines will result in ineligibility to participate in this Program.
8. I/we understand that the CRA's liability under this Program shall be solely limited to the purchase of paint and paint supplies in an amount not to exceed \$500.00. I/we further understand that the CRA expressly disclaims any other liability, warranty or guarantee, express or implied, for the work completed by the applicant.
9. Upon completion of the project and final inspection by the CRA, I/we agree to execute an Affidavit of Completion with the CRA.
10. Upon completion of the project, I/we agree to execute and deliver to the CRA a Façade Preservation Easement (in the form attached hereto as Exhibit "A") signed by the Building Owner, along with color photographs of the Building showing all exterior sides of the Building after the project is completed. The CRA will record the executed Easement and return a copy to the Owner.

11. The Building Owner has received a copy of the Façade Preservation Easement, and agrees to execute the same once the structure has been painted.
12. The Building Owner will maintain the paint in good condition for 5 years without material changes.
13. In the event the Building Owner or the Owner's tenant chooses to alter the exterior appearance of the Building through construction or repainting during the 5 year period, the Building Owner must first request and be granted permission from the CRA.
14. I/we understand that approval under this Program does not constitute a permit or approval of the City and that the Building Owner or Applicant is responsible for obtaining such permits, if required, by the City or any other governmental entity.
15. I/we understand that the CRA does not discriminate on the basis of race, color, gender, age religion, national origin, marital status, sexual orientation, gender identity, or disability (protected characteristics) and will not tolerate any such discrimination by or against its employees or citizens utilizing CRA programs.
16. I/we understand that the presence of any lead-based paint and the abatement of such is the sole responsibility of the Applicant or the Building Owner and the CRA disclaims any liability, warranty or guarantee, related to the presence of lead-based paint on the Building.
17. I/we understand that applications may be considered according to an "application cycle" established by the CRA, whereby the application process will be open only to residences in certain designated neighborhoods within the DRA for a given period of time. I/we further understand that the CRA may further establish a quota limiting the number of applications that will be accepted per neighborhood during each neighborhood's designated time in the application cycle.
18. I/we certify that all information in the application, and all information furnished in support of this application, is true and complete to the best of my/our knowledge and belief. I/we understand that I/we have a continuing obligation to inform the CRA (in writing) of any changes to the information provided in this application. I/We understand that verifications of this information may be obtained or made by the CRA.
19. If approved by the CRA Manager in Section V below, this application shall constitute a binding agreement between the CRA, the Applicant and the Building Owner.

Applicant:

Print Name: _____ Date _____

Witnesses:

Print Name: _____ Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public, State of _____
Affix Stamp

Building Owner:

Print Name: _____ Date _____

Witnesses:

Print Name: _____ Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public, State of _____
Affix Stamp

SECTION V: REVIEW BY CRA

(For CRA use only. Do not write in this section)

Date & Time Application Received: _____

Received by: _____

Reviewed by: _____ Date: _____

- Application complete
- Application incomplete, if incomplete notify applicant of deficiency.

Application Approved: _____ Date: _____
Sarah Vidal-Finn, Interim CRA Director

Application Denied: _____ Date: _____
Sarah Vidal-Finn, Interim CRA Director

If denied, state reason for denial: _____

Funding request must not exceed \$500.00 maximum award under Program Guidelines, to be determined upon consultation with CRA and paint supply company.

Amount Approved: \$ _____ after consultation with CRA approved paint supply company.

Name of approved paint supply company: _____

This instrument prepared without examination of title by:
Lisa C. Bennett
CRA Attorney
P.O. Box 490, Station 46
Gainesville, FL 32627

FACADE PRESERVATION EASEMENT – RESIDENTIAL PAINT PROGRAM

This Façade Preservation Easement is granted by _____, (the “Grantor”), and accepted by the GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic of the State of Florida (the “Grantee” or “CRA”).

RECITALS

WHEREAS, Grantor is the owner of certain real property in Alachua County, Florida, and more particularly described in Exhibit “A,” attached hereto and made a part hereof (the "Premises"); and

WHEREAS, in connection with that certain Application for Residential Paint Program approved by the CRA on _____ (the “Agreement”), between Grantor and Grantee, Grantor agreed to provide Grantee with an easement which, among other things, provides for the maintenance of the Façade as described in the Agreement; and

WHEREAS, in accordance with the terms of the Agreement, Grantor desires to grant to Grantee, and Grantee desires to accept, an Easement on the Premises; and

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, paid by each party, the receipt and sufficiency of which are hereby acknowledged by Grantor and Grantee, and in further consideration of the mutual promises and representations made herein, the parties agree as follows:

1. The foregoing recitals comprise a material part of this easement and are incorporated herein.

2. Grantor does hereby grant and convey to the Grantee and Grantee hereby accepts an easement for the preservation of the Façade of the Premises (the “Easement”). The "Façade" of the Premises consists of all of the exterior surfaces of the structures on the Premises. Façade does not include interior facing elevations of the Premises. It is contemplated by the parties that the Façade is to be maintained as provided for herein in accordance with the approved Agreement. The parties may agree to substitute photographs with accompanying text description of the materials shown, constituting a convenient record of the state of the Façade, as of the date of completion, and such shall be then used as the primary evidence for enforcing this Easement.

3. The Grantee shall have and hold the Easement granted and conveyed to the benefit of the Grantee, its successors and assigns, commencing on the date executed by the last party. Unless earlier terminated by final judgment of a court of last resort or by mutual agreement of the parties, this Easement shall continue until _____, at which point, provided Grantor is not in default hereunder, this Easement shall expire and be of no further force or effect. Such expiration shall be self-operative and shall not require the filing of any further instrument of termination. Upon receipt of payment pursuant to Section 7.b, the Agency shall execute a Termination and Release of Easement.

4. Without the prior express written consent of Grantee, such consent not to be arbitrarily withheld, conditioned or delayed, Grantor will not undertake nor permit to be undertaken:

(a) any alteration, construction, remodeling, demolition, or reconstruction of structures on the Façade, as described in the approved Agreement, which would be a material alteration of, or substantial addition to, the present appearance of said Façade; or

(b) the exterior extension of the Façade or the erection of any new or additional structures attached to the Façade; provided, however, that the cleaning, reconstruction, repair, repainting or refinishing of presently existing elements of the Façade, damage to which has resulted from destruction or deterioration, shall be permitted without consent of Grantee so long as it is performed in a manner which will not result in a material alteration of, or substantial addition to, the present appearance of the Facade .

Notwithstanding the foregoing, Grantor shall have the right to install on the exterior of the structure, including the Façade, building and tenant signage as long as such signage is permitted in accordance with the City of Gainesville Code of Ordinances. In addition, consent of the Grantee shall not be required for any action to the extent necessary to rectify a condition which, in Grantor's reasonable discretion, poses an immediate and substantial risk of causing injury to persons or property, or for any pledge of the Premises or any part hereof, as security for indebtedness or otherwise (provided such pledge shall be subject to and subordinate to this Easement.)

5. Grantor agrees at all times to maintain the Façade in a good and sound state of repair; however, in the event of a casualty loss to the Premises which, prior to the expiration of the Term, affects any of the Façade. With respect to any reconstruction or repair, Grantor covenants and agrees that it shall use its best efforts to cause the City of Gainesville to grant all necessary and proper approvals and permits allowing Grantor to comply with the terms and conditions hereof; however, if the City fails to provide such approvals and permits with respect to the reconstruction or restoration of the Facade, after such efforts, and Grantee does not agree to any modification, this Easement shall terminate with respect to such Facade and Grantor may, if it has elected to do so, reconstruct or restore the Premises in accordance with those plans and specifications as will be approved by the City of Gainesville.

6. Grantor shall be solely responsible for the construction, maintenance and preservation of the Façade and shall indemnify and hold Grantee, its elected and appointed officials, employees and agents (who may include City of Gainesville officers and employees

working on behalf of the CRA) harmless from all costs, attorneys' fees and claims of damage to any person, property or premises resulting from the construction, maintenance or preservation of the Façade, except for any loss, cost, claim or damage caused by the gross or sole negligence of such parties.

7. In the event of a violation of this Easement, and after written notice from Grantee to Grantor generally identifying the specific violation, and Grantor's failure to commence to cure such violation within sixty (60) days after such written notice (and thereafter diligently continue such curative work through to completion), Grantee, in order to insure the effective enforcement of this Easement shall have, and Grantor hereby grants, the following rights to Grantee:

(a) Subject to Section 4 above, the right to institute legal proceedings to require the restoration of the Façade to their condition as they generally existed immediately prior to the event or incident for which such work is required;

(b) The right of liquidated damages based upon the failure to maintain the Façade for the duration of this Easement, calculated as follows: Number of whole or fractional months beginning the date of written notice from Grantee ending the expiration of this easement divided by 60, times the dollar amount of reimbursement made, plus 25% of said dollar amount.

(c) The right to seek all legal and other equitable remedies to enforce Grantor's obligations hereunder.

8. The Grantor agrees that the officers of the Grantee or a person or persons designated by it shall be permitted at reasonable times (which shall be established in advance by five (5) business days written notice to Grantor) to come upon the Premises to inspect the Façade for violations of any of the covenants in this Easement.

9. If any of the provisions of this Easement are determined to be unenforceable or void, this shall not in any way affect the validity or enforcement of any of the other provisions.

10. If Grantee's prior consent or approval is required by this Easement for any action proposed by Grantor, and Grantor shall request the consent of Grantee to such action by written notice to the Grantee setting forth in detail such proposed action, and if Grantee shall fail to respond to such notice by written approval, rejection or other comment given to the Grantor within twenty (20) business days after the giving of such notice, then, the consent of the Grantee to the action described in said notice shall be deemed to have been given.

11. Any notices required by this Easement shall be made to the addresses below. Such notice or response shall be deemed given by either party when deposited for mailing by certified or registered U.S.P.S. mail, return receipt requested, addressed to the party to whom such notice or response is required to be given at his or its address set forth above or at such other address as such party may have designated by notice duly given as provided in this sentence.

To Grantor:

To Grantee: Gainesville Community Redevelopment Agency
Post Office Box 490, Station 48
Gainesville, Florida 32627

12. All provisions of this Easement shall be construed to be covenants running with the land, shall touch and concern the land and with every part thereof and interest therein, and all provisions shall be binding on the parties hereto and on their successors and assigns and any subsequent owners of the Premises, specifically including any condominium associations or condominium unit owners. Grantor agrees that the existence and binding nature of the restrictions contained in this Easement will be referenced by Grantor in any subsequent lease, deed or legal instrument by which Grantor divests itself of title to or possessory interest in the Premises, or any part thereof. In the event of the termination of Grantee's existence, the City of Gainesville, Florida, shall be deemed to be Grantee's successor in interest under this Easement.

13. The covenants, stipulations and agreements herein contained may be enforced by the parties in a judicial proceeding seeking any remedy recognizable at law and/or in equity for damages, injunction or any other form of relief against any person, corporation or entity violating or attempting to violate any covenant or restriction contained herein. Further, the failure of any party to enforce any such covenant or restriction herein contained shall in no event be deemed a waiver of such covenant or restriction or the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to all costs thereof, including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels.

IN WITNESS WHEREOF, the parties have executed this Easement.

Signed, sealed & delivered
In the Presence of:

GRANTOR

Name: _____

By: _____
Name: _____

Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____ He/She is personally known to me or has produced _____ as identification.

Notary Public, State of _____

My Commission Expires:

Signed, sealed & delivered
In the Presence of:

Name: _____

Name: _____

GRANTEE

Gainesville Community Redevelopment
Agency, a public body corporate and politic of
the State of Florida

By: _____
Name: Anthony Lyons, Interim Executive
Director

STATE OF _____
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ___ day of _____,
_____, by Anthony Lyons, as the Interim Executive Director of the Gainesville
Community Redevelopment Agency, and who has acknowledged that he executed same on
behalf of said Agency, and that he was authorized to do so. He is personally known to me.

Notary Public, State of Florida

My Commission Expires:

This Form Document No. CRA10-01 is a legal instrument approved by the CRA Attorney for the Exterior
Paint Program. Any deviation in language or intended use must be authorized by the CRA Attorney.