



DIAMOND SQUARE

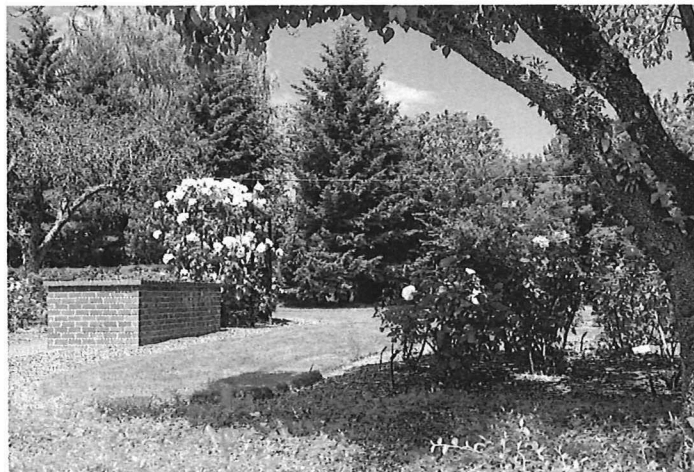
REDEVELOPMENT AGENCY

65 Stone Street Cocoa,
FL 32922
(321) 433-8577 (phone)

*Lchabot@
cocoafl.
org*

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

RESIDENTIAL BEAUTIFICATION PROGRAM GUIDELINES AND APPLICATION



I. Purpose

The Diamond Square Community Redevelopment Residential Beautification Program (hereinafter the "Program") was established by the Diamond Square Community Redevelopment Agency (the "CRA") to encourage residents of the Diamond Square area to improve the exterior of their residences, thereby reducing blight conditions and improving the aesthetics of the community. Through the Diamond Square 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, facade grant and/or paint programs, incentives, and partnerships with both the public and private sector." The Program allows eligible applicants to share with the CRA the cost of landscaping supplies for an existing residential property within the Diamond Square Redevelopment Area.

II. Availability of Funds

This Program is subject to the availability of funds in the CRA's Diamond Square 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 home owners meeting all Program guidelines. Up to \$500.00 for selected landscaping supplies will be awarded per approved project. The recipient shall be responsible for the planting and all additional 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 "Home") must be located within the Diamond Community Redevelopment Area.

1. The Home Owner must reside in the Home requesting participation in the Beautification Program.
2. The Home shall have no existing code violations and the owner shall not be named in any outstanding code enforcement liens.
3. The project shall consist of landscaping supplies outside of the Home. Current members of the CRA or City Staff are not eligible.
4. Applications may be considered according to an "application cycle" established by the CRA, whereby the application process will be open only to residents.

IV. Applicant Requirements/Program Process

1. The applicant must obtain and submit a completed Diamond Square CRA Beautification 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 application must include the chosen plants/bushes and or mulch and color photographs of the area to be landscaped ("before" photos).
4. All plantings must be in the front of the home and within street-view.
5. All plantings must be "Florida Friendly", shrubs or bushes ("Florida Friendly" is defined as- quality landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant.)
6. Upon application approval, the applicant will consult with CRA staff and a representative from an approved landscaping company to determine what shrubs/plants/bushes will be selected in order to complete the landscaping.

6. After selection and delivery of shrubs/plants/bushes, the CRA will issue payment directly to the landscaping company.
7. Work must commence on the project within 15 days of the applicant's receipt of the landscaping 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. In the event completed work is not in compliance of the guidelines, CRA will notify the applicant of non-compliance within 15 days.

V. CRA Limit of Liability

The CRA's liability under this Program shall be solely limited power washing and to the purchase of landscaping 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.

Applicant must sign acknowledging receipt of the Program Guidelines.


Applicant/Homeowner Signature

7/23/21
Date


DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY

7/28/21
Date

APPLICANT INFORMATION

Applicant/Name: Anita Gibson Drivers License # 6125-261-56
627-0
Home Address: 451 Stone Str. Cocoa FL 32922
Street City State Zip Code
Telephone: 407-914-1626 E-Mail: j1980nte@yahoo.com

Initial box:

☒ I am the building owner and have attached proof of ownership such as recorded deed or recent property tax bill.

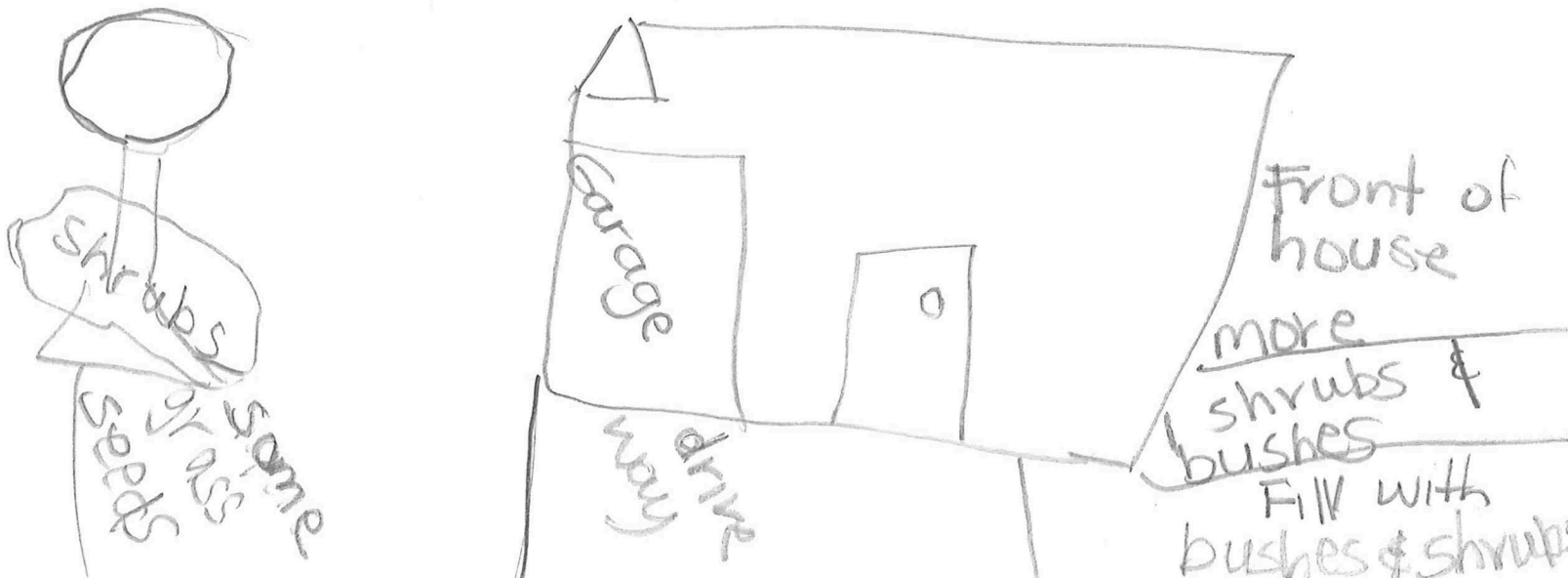
"Florida Friendly" Shrubs / bushes - Name(s):

✓ Hibiscus
✓ Shrubs to make fence line area
of my property
✓ colored / year round bushes
✓ colored shrubs to fill in spots of
plants / flowers
If requesting mulch, indicate here what color brown

* "Florida Friendly" is defined as- quality landscapes that conserve water, protect the environment, are adaptable to local conditions and are drought tolerant.

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

You must also include drawings of where the plantings will be.



ACKNOWLEDGMENTS AND SIGNATURES

By signing and submitting this application, I attest and certify that and acknowledge that:

1. I/we have been provided a copy of and have read, understand and will comply with the Diamond Square Residential Beautification Program Guidelines.
2. I certify that I am both the Applicant and Homeowner.
3. I/we understand the Home must be located in the Diamond Square Redevelopment Area to be eligible.
4. The Home has no existing code violations and the Home Owner is not named in any outstanding code enforcement liens.
5. Upon application approval, the Applicant will consult with CRA staff and a representative from a CRA-approved landscaping supply company to determine what plants/bushes will be sufficient in order to complete an Industry-standard job.
6. I/we understand that work must commence on the project within 15 days of receipt of the landscaping 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 landscaping supplies in an amount not to exceed \$500.00 to be used for landscaping the exterior residential structure listed on the application, and that I/we are responsible for labor and any other costs or overages.
8. I/we further understand that failure to comply with the Guidelines will result in ineligibility to participate in this Program.
9. I/we understand that all landscaping will be in the front of the home or within "street view".
10. I/we understand that the CRA's liability under this Program shall be solely limited the purchase of landscaping supplies in an amount not to exceed \$500.00.
11. 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.
12. Upon completion of the project and final inspection by the CRA, I/we agree to execute an Affidavit of Completion with the CRA.
13. I/we understand that approval under this Program does not constitute a permit or approval of the City and that the Home Owner is responsible for obtaining such permits, if required, by the City or any other governmental entity.
14. 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.
15. I/we understand that the presence of any lead-based paint and the abatement of such is the sole responsibility of the Applicant/Home Owner and the CRA disclaims any liability, warranty or guarantee, related to the presence of lead-based paint on the Building.
16. I/we understand that applications may be considered according to an " application cycle" established by the CRA.
17. 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.
18. 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.
19. I/we understand that verifications of this information may be obtained or made by the CRA.
20. If approved by the CRA Manager in Section V below, this application shall constitute a binding agreement between the CRA and the Applicant/Home Owner.



Signature of Home Owner

7/23/21

Date

STATE OF Florida, COUNTY OF Brevard

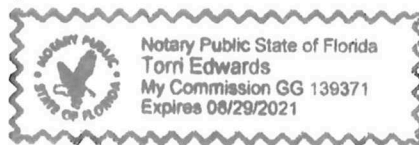
The foregoing instrument was acknowledged before me this 23 day of July 2021,

by Florence Anita Gibson, who is personally known to me or who has produced

FL ID

as identification.

Notary Public, State of Florida Affix Stamp





Return complete application by mail or in person to:
Diamond Square Community Redevelopment
Agency ATTN: DS Residential Beautification Program
65 Stone Street
Cocoa, FL 32922

Prepared by:
Tom Stallard

State Title
300 West Fee Avenue Suite A
Melbourne, Florida 32901

File Number: A-43327

Special Warranty Deed

THIS SPECIAL WARRANTY DEED, made this May 2, 2014 A.D. By **HABITAT FOR HUMANITY OF BREVARD COUNTY, INC.**, a Florida nonprofit corporation, hereinafter called the grantor, to **Anita Gibson and Coletia Gibson**, as joint tenants with rights of survivorship, whose post office address is: 451 Stone Street, Cocoa, Florida 32922, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Brevard County, Florida, viz:

Lot 1, Block 12, Amended Map of College Park, a subdivision according to the plat thereof recorded at Plat Book 5, Page 72, in the Public Records of Brevard County, Florida.

"Subject to the Habitat for Humanity of South Brevard, Inc. Repurchase Policy recorded herewith."

Subject to taxes and assessments for the current year and all subsequent years.
Subject to restrictions, easements, and covenants of record.
Subject to all applicable zoning rules and regulations.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

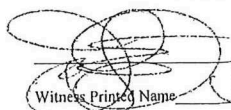
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31 of the current year.

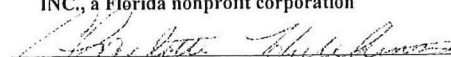
In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Printed Name: Sharon L. Greenleaf


Witness Printed Name: Coletia Gibson

State of Florida
County of Brevard

HABITAT FOR HUMANITY OF BREVARD COUNTY, INC., a Florida nonprofit corporation
 (Seal)
Charlotte Hutchinson as Vice President
Address: 4515 Babcock Street, Palm Bay, FL 32905

(Seal)
Address:

The foregoing instrument was acknowledged before me this May 2, 2014, by Charlotte Hutchinson as Vice President of Habitat for Humanity of Brevard County, Inc., who is/are personally known to me or who has produced driver's license as identification.



Notary Public
Print Name: Sharon L. Greenleaf
My Commission Expires: February 16, 2018

HABITAT FOR HUMANITY OF BREVARD COUNTY, INC.
REPURCHASE POLICY

WHEREAS, Owner has purchased the following described property (the "Property") from Habitat:

Lot 1, Block 12, Amended Map of College Park, a subdivision according to the plat thereof recorded at Plat Book 5, Page 72, in the Public Records of Brevard County, Florida.

AND WHEREAS, as a condition of said sale, Owner has agreed to grant to Habitat a first right of repurchase in the Property in the event that Owner desires to sell or otherwise dispose of the Property within twenty-five (25) years from the date hereof;


NOW THEREFORE, Seller and Owner agree as follows:

1. Owner hereby agrees that in the event owner desires to sell or otherwise dispose of the Property at any time prior to twenty-five years from the date hereof, the Owner must first offer to sell the Property to Habitat pursuant to the terms and conditions of this agreement.
2. Should Habitat elect to exercise its right of repurchase, the purchase price shall be determined as follows:
 - a. From the date of closing through the conclusion of the fifth (5th) year the purchase price to be paid by Habitat to the Owner shall equal the purchase price, plus the depreciated value of any improvements made by the Owner, less the outstanding loan balance of any loan to Owner by Habitat, less any costs of repairs (beyond those of normal wear and tear), less any other subordinate liens or encumbrances.
 - b. Beginning in the sixth (6th) year and ending at the conclusion of the tenth (10th) year, the purchase price to be paid to Owner by Habitat shall be the purchase price plus the depreciated value of any improvements made by the Owner plus one fourth (1/4) of any appreciated value (appreciated value shall be the purchase price subtracted from the appraised value of the Property as determined by an independent appraiser chosen by Habitat). This appreciated value is then added to the total amount paid toward the first mortgage.
 - c. Beginning the eleventh (11th) year and ending at the conclusion of the fifteenth (15th) year, the purchase price is to be paid to Owner by Habitat shall be the purchase price plus the depreciated value of any improvements made by the Owner plus one half (1/2) of any appreciated value. This appreciated value is then added to the total amount paid toward the first (1st) mortgage.
 - d. Beginning the sixteenth (16th) year and ending at the conclusion of the twentieth (20th) year, the purchase price to be paid to Owner by Habitat shall be the purchase price plus the depreciated value of any improvements made by the owner plus three-fourths (3/4) of any appreciated value. This amount is then added to the total amount paid toward the first (1st) mortgage.
 - e. Beginning in the twenty-first (21st) and ending at the conclusion of the twenty-fifth (25th) year, the purchase price to be paid to Owner by Habitat shall be the purchase price plus the depreciated value of any improvements made by the Owner plus all the appreciated value. This amount is then added to the total amount paid toward the first (1st) mortgage.
3. For purposes hereof, "improvements" made by Owner shall be limited to permanent additions or equipment evidenced by paid receipts or other satisfactory evidence, all as determined by the sole discretion of Habitat, and shall not include maintenance or decorative or repair items.

4. Habitat shall have forty-five (45) days from receipt of written notice from Owner to exercise this option. The notice shall be sent by United States registered or certified mail, postage prepaid to the Habitat for Humanity of South Brevard office. This right of first refusal shall not be construed to impair the rights of foreclosure (if any) of Habitat on the Property. This right of first refusal shall automatically terminate twenty-five (25) years from the date hereof.
5. During the term of this agreement, Owner will not without the prior written consent of Habitat (which consent may be withheld for any reason or for no reason) create, assume or suffer to exist in respect of the Property, or any part thereof, any mortgage, lien, encumbrance or other instrument which secures the repayment of debt or performance of any obligation.
6. In the event that Habitat accepts the Offer under this agreement, the transaction shall close on or before sixty (60) days from the date of acceptance of the Offer.
7. All taxes and insurance escrows shall be prorated as of the day of closing.
8. It is the responsibility of the Owner to deliver clear title to the Property at the time of closing.
9. Habitat shall pay all closing costs (excepting liens and other encumbrances).
10. Any conveyance of the Property contrary to this Agreement shall be null and void. In the event of such a conveyance, Habitat shall have the option, at anytime within three (3) years of actual notice of such a conveyance, to purchase the property from the titleholder of record pursuant to the terms and conditions of this Agreement.
11. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, beneficiaries, personal representatives and assigns.
12. Habitat covenants that the Property will remain in the affordable housing stock, as outlined in applicable HUD regulations, for a period of twenty-five (25) years.
13. This Repurchase Agreement is subordinate to the Purchase Money Mortgage between the parties of the date herewith.



Anita Gibson



Coletia Gibson