



City of Ormond Beach Downtown Redevelopment Area

Building Improvement Grant Program Guidelines and Application

Transforming the Downtown Area



30 S. Atlantic Ave – **BEFORE**



30 S. Atlantic Ave – **AFTER**



333 W. Granada Blvd. – **BEFORE**



333 W. Granada Blvd – **AFTER**

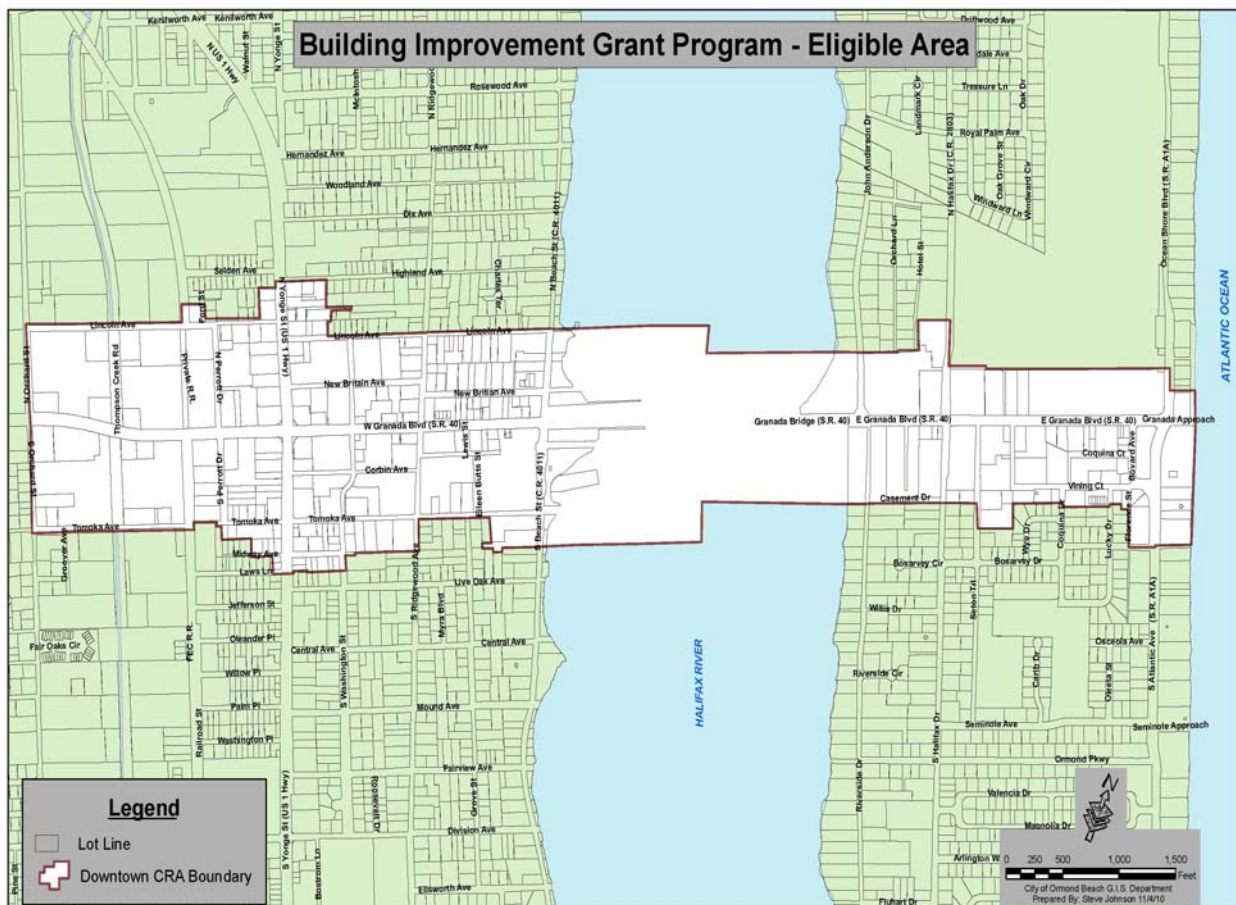
***For more information, please contact:
The Ormond Beach Planning Department at 676-3238 or Ormond MainStreet at 451-2138.***

SECTION 1: PROGRAM ELIGIBILITY

The Community Redevelopment Agency Building Improvement Grant Program (BIGP) is available to:

- ✓ Downtown property owners or tenants (if the property owner is the applicant) of commercial buildings or mixed-use ones involving an upper floor within the Downtown Community Redevelopment Area (CRA).
- ✓ Improvements designed to support the 2007 Downtown Master Plan and the Downtown CRA.
- ✓ A building or buildings on a parcel.
- ✓ Tax-exempt buildings, regardless of ownership, provided the use of the property is for the arts, social events, and/or cultural and historic assets to enhance the downtown as a destination point. (Schools and Houses of Worship are not eligible)
- ✓ Site improvements directly related to building improvements. The grant will only provide assistance to site improvements with building improvements.
- ✓ Buildings with less than 50,000 square feet of gross leasable area and single tenant space less than 7,500 square feet. (National Corporations are not eligible).

By accepting City assistance, all recipients agree to shared parking for the public during business off hours. BIGP award(s) for each building are limited to \$50,000 cumulatively, over a five-year timeframe.



SECTION 2: PROGRAM INTENT

The intent of the Building Improvement Grant Program is to further the 2007 Downtown Master Plan and to achieve the following objectives:

- Eliminate blight by assisting existing property and business owners in the redevelopment of existing buildings within the Downtown CRA;
- Improve property values by creating an aesthetically attractive downtown that is a pleasant experience for shoppers, merchants, and visitors; and
- Stimulate private investment.

SECTION 3: GRANT FUND AVAILABILITY

At the beginning of each fiscal year, the City of Ormond Beach, through the Downtown Community Redevelopment Agency, shall allocate a portion of the Tax Increment Financing fund for the Building Improvement Grant Program as determined by the City Commission. Proposed projects within the Downtown Community Redevelopment Area (CRA) are eligible to receive a one-to-one dollar match. The maximum eligible amount for each project is fifty percent of the total eligible costs, not to exceed \$50,000 every five years cumulatively. For example, if a proposed project's cost total is \$20,000, the property owner could be eligible for \$10,000 in grant funding should the project meet the required guidelines.

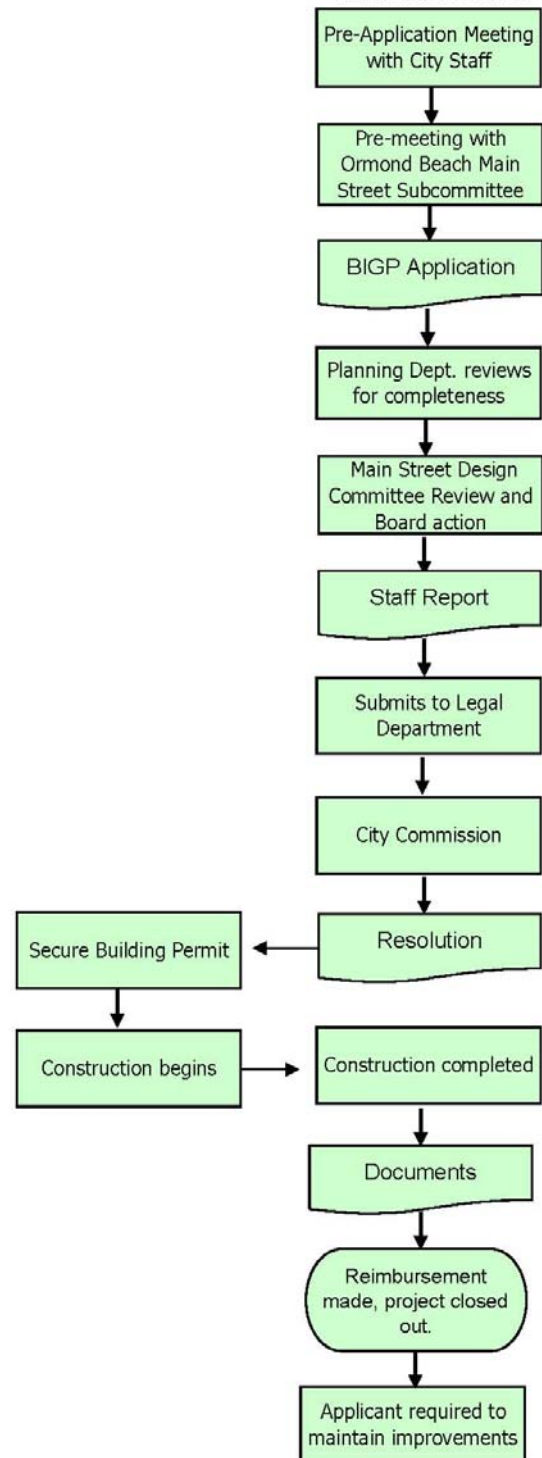
The City Commission, acting as the Community Redevelopment Agency, shall approve the grant as submitted, approve the grant with conditions, approve a portion of the grant request, or deny funding based on the criteria established in Section 6: Review Criteria below. Any applicant aggrieved by the decision of the City Commission may appeal per Section 1-19 of the City's Land Development Code.

Funds for the Building Improvement Grant shall be reviewed and approved on a first come basis with the funds appropriated on October 1st of each year. Projects that meet the criteria of Section 6 below, and are approved by the City Commission shall be vested on a first come basis. There shall be no applications accepted once the vested projects' approval amount equals the amount budgeted for that fiscal year. Any funds appropriated for a fiscal year that are not vested through approval, may be carried over in the Building Improvement Grant Program fund or placed back in the Tax Increment Financing Fund, at the discretion of the City Commission.

SECTION 4: DIGP Application and Review Process

1. Pre-Application Meeting with City Staff: The applicant meets with Planning Department staff to discuss the proposal, determine eligibility and review City requirements for the proposed improvements.
2. Pre-meeting with Ormond Beach Main Street Subcommittee: Prior to the submission of an application, the applicant must also meet with the Main Street Design Subcommittee to discuss the proposal.
3. BIGP Application:
 1. All grant applications shall be submitted to: City of Ormond Beach Planning Department, 22 South Beach Street, Room 105, Ormond Beach, FL 32174.
 2. Grant applications must be submitted forty-five (45) calendar days prior to the City Commission meeting in which they shall be reviewed.
 3. Applications shall be accepted based on the availability of funds within the Downtown Community Redevelopment Agency.
 4. Completed applications shall include:
 - a. A properly executed BIGP application including completion of pre-application meetings.
 - b. Proof of ownership or a notarized letter of authorization from the property owner.
 - c. A summary of the scope of work to be performed.
 - d. Three bids for projects \$3,500 and over or one bid for projects under \$3,500.
 - e. Color photo documentation of existing conditions.
 - f. Architectural rendering, or sketch detailing the scope of work that the grant shall fund furthering the Downtown Design Guidelines.
 - g. Color and material samples to be used.
 - h. Documentation showing building with gross leasable area less than 50,000, and for single tenants, square footage less than 7,500.
 - i. Detailed worksheet itemizing the project costs.
 - j. Maintenance acknowledgement.
 - k. Shared parking acknowledgement.

Building Improvement Grant Program Business Process



4. Planning Department Review: The Planning Department shall review the submitted grant application to determine the completeness of the application. The Planning Department shall review all applications and rate the project using the matrix from the Design Guidelines. The Planning Department shall notify applicants in writing within ten (10) business days if the grant application is incomplete.
5. MainStreet Design Sub-Committee and Board Review: The grant application shall go before the Design Subcommittee and the MainStreet Board for support prior to the City Commission meeting.
6. Staff Report: If the project meets the criteria for approval and is in compliance with the Land Development Code, the Planning Department shall provide a written summary and recommendation to the City Commission for each grant application. Planning staff shall schedule completed applications for review by the City Commission at the next available meeting.
7. Legal Department Review: Staff Report and grant application are submitted to the Legal Department for review and a Resolution is drafted for City Commission approval.

SECTION 5: CITY COMMISSION MEETINGS

1. A legal notice will occur prior to the Commission meeting.
2. Applicants are strongly encouraged to attend all meetings at which their application shall be reviewed.
3. Any modification to the approved grant shall be submitted to the Planning Department prior to the construction of the modification. The Planning Department shall determine if the change is substantial or non-substantial. Substantial changes shall undergo the same review process as the original grant.
4. The grant agreement shall be recorded into public record of Volusia County.

SECTION 6: REVIEW CRITERIA

In reviewing grant applications, the City Commission shall consider the following criteria:

1. The subject property for the grant application must be used for Downtown commercial buildings or mixed-uses involving an upper floor within the Downtown CRA.
2. The following improvements and expenses may be included as ELIGIBLE expenses for projects meeting the applicable minimum qualifications:
 - ✓ Exterior Renovation: including, but not limited to, stucco, architectural details, replacing windows, door trims, porches, storefronts, façade renovations, painting associated with renovations;
 - ✓ Expansion of existing buildings;
 - ✓ Awnings: including the removal of old awnings and the purchase and installation of new awnings;
 - ✓ Energy retrofitting to the exterior of the building, such as but not necessarily limited to the following: solar panels, reflective roofing material, and exterior siding improvements for the purpose of meeting energy efficiency and reduction of greenhouse gas emissions; and
 - ✓ Other improvements which the Planning Department deems as enhancements to the building or result in improvements to the surrounding business community.
3. The following improvements are only ELIGIBLE if they are part of a qualified building improvement:
 - ✓ Exterior Lighting including lighting fixtures, attached or connected to a building undergoing renovation, including decorative fixtures for exterior of building or lighting for parking areas;
 - ✓ Site Signage: including the removal of old site signs and obsolete sign poles or fixtures. Site signage shall be defined as monument and pole signs, where permitted;

- ✓ Landscaping: including, but not limited to, removal of plant materials, replacement and addition of plant materials, new window boxes and irrigation systems, when considered integral to the façade treatment of the building. The Planning Department will determine eligibility;
 - ✓ Screening: including the screening of trash receptacles, air conditioning, utility equipment or other objects with landscape or fencing materials that compliments the building and is consistent with the Land Development Code;
 - ✓ Site Improvements which improves the general appearance and function of the building while supporting the concept of shared parking;
4. The following are INELIGIBLE costs:
- ✗ Improvements made prior to Grant approval.
 - ✗ Site improvements with **NO** building improvements.
 - ✗ Any improvements on vacant land.
 - ✗ Work performed that is not consistent with the approval of the City Commission.
 - ✗ Interior Renovations.
 - ✗ Improvements which are maintenance oriented that should be done for the upkeep of the building such as painting and reroofing with the same material.
 - ✗ Sweat Equity payments (payment for the applicant's own labor and performance for renovation or new construction work)
 - ✗ Permit and Recording Fees.
 - ✗ Design Assistance (the cost for preparing site plan or building permit drawings for the necessary approvals for the project).
 - ✗ Wall Signage (any signage that is affixed to any building).

SECTION 7: SHARED PARKING AGREEMENT

1. By accepting City assistance, all recipients agree to shared parking for public use during business off hours.
2. The Building Improvement Grant Program grant agreement will include the recipient's acknowledgement that public parking is allowed during business off hours.
3. The shared parking agreement will be effective for three years, the same duration as the maintenance agreement.
4. The shared parking agreement cannot be amended once the grant funds have been approved and spent. If the applicant does not comply with the shared parking agreement, then the principal portion of the grant funds received must be refunded to the Grantor.
5. The property owner shall provide Commercial General Liability Insurance as established by Resolution 2010-125, and as amended from time to time, naming the City as additional insured on the policy for the off hours of operation.

SECTION 8: CONSTRUCTION OF BUILDING IMPROVEMENTS

1. Upon City Commission approval, the grant agreement will be executed between the City and the applicant. This agreement will contain a budget for the improvements to be performed.

2. Securing an Architect or Engineer - Grant applicants must secure an architect or engineer (if required), or general contractor and submit plans for review to the Site Plan Review Committee (SPRC) and/or Building Department. The SPRC and/or Building Department will review the site plans and the Planning Department will issue a Development Order or permit.
3. Contractor Bids - When plans are completed and approved, a minimum of three (3) bids for projects \$3,500 and over and one (1) bid for those under \$3,500 will be required from qualified building contractors to construct the applicant's proposed improvements. The applicant will be responsible for obtaining the bids and submitting them to the Planning department to demonstrate compliance with the competitive bidding requirement. The lowest bidder shall be selected by the Planning Department to be used in the grant calculation. The applicant may select any of the licensed contractors on the bid list but will be responsible for the difference in cost, if applicable. If the applicant serves as his/her own contractor or if the applicant or property owner has an ownership in the low bidding contracting firm, the proceeds of the may be used for materials only. The applicant is prohibited from using grant proceeds to pay himself/herself or a company in which he/she has an ownership interest. No grant related work shall commence until the City Commission and the applicant have signed the grant agreement.
4. Bids and Costs Approved - The owner shall submit to the Planning Department a copy of the required bid(s) for eligible improvements, along with complete documentation of all costs including engineering and architectural plans. The Planning Department will review the project and either approve same in writing or request additional documentation.
5. The selected contractor shall secure all permits in compliance with the City's Land Development Code, Florida Building Code, and any applicable County, State or Federal regulations to proceed with the improvements within 60 days of approval by the City Commission.
6. Once the applicant and the City Commission have signed the BIGP agreement and have obtained the required approvals and permits, the applicant may proceed. The applicant will commence the improvements to be performed and will complete such improvements within the times provided in the City Grant Agreement. Construction must be completed within 180 days. For larger or complex construction projects, completion time must be specified in the grant agreement.
7. **Applicants shall incur all initial project costs and may receive reimbursement only after all improvements have been completed in accordance with the Building Improvement Grant Program.**
8. Upon completion of construction, the City will issue a Certificate of Completion or Certificate of Occupancy, whichever is applicable, upon receipt of evidence that the work has been completed in a lien-free manner to the satisfaction of the City in accordance with the agreement.
9. The Planning Director may approve two (2) grant extensions for a total of an additional 240 days. All such extension requests shall be in writing, and all such administrative approvals of such extensions shall also be in writing. Extension approvals shall not be an entitlement of the applicant. Extensions beyond the two administrative extensions must be approved by the City Commission.
10. The Grant Agreement may only be amended by the mutual written consent of the parties.
11. If an application is rejected or postponed by the Planning Department for a reason other than lack of funds, the applicant has the right to appeal in writing within 15 calendar days to the City Commission acting as the Community Redevelopment Agency. All decisions by the Agency Board are final.

SECTION 9: PAYMENT OF GRANT FUNDS

1. Requests for reimbursements of project costs shall be viewed as a single, complete package. Costs not included in either the approved renovation plan or an approved change order shall not be considered for reimbursement.
2. Project costs reimbursement shall be made upon total completion of the project, presentation of documented project costs, and final inspection of the project by the City to ensure the work was performed in compliance with all Land Development Code and Florida Building Code regulations.

3. Required documentation for reimbursement of project costs must include:
 - a. Notarized contractor statement depicting actual cost of project.
 - b. Proof of payment of the contracted cost pursuant to contractors statement.
 - c. Proof of required permits received.
 - d. Proof that all work passed required inspections.
 - e. Final lien wavers from contractors and subcontractors.
4. The City reserves the right to verify any and all costs associated with design or renovation work for which reimbursement is requested.
5. If all work is determined to be completed and in conformity with approved plans, the applicant will receive a check within 30 days of receipt of the documents.



The CITY OF ORMOND BEACH

Planning Department
 22 South Beach Street, Room 105
 Ormond Beach, FL 32174

Phone (386) 676-3238

Fax (386) 676-3242

E-mail: comdev@ormondbeach.org

DOWNTOWN COMMUNITY REDEVELOPMENT AREA BUILDING IMPROVEMENT GRANT PROGRAM APPLICATION

SECTION 1: APPLICANT INFORMATION	
Applicant Name:	
Property Owner:	
Business Address:	
Volusia County Parcel ID No.:	
Business Name:	
Mailing Address:	
Mailing Address (City, Zip):	
E-mail Address:	
Phone Number:	
Fax Number:	
SECTION 2: TYPE OF IMPROVEMENT PLANNED	
Please check all that apply:	
<input type="checkbox"/> Exterior Renovation	<input type="checkbox"/> Expansion of Existing Buildings
<input type="checkbox"/> Awnings	<input type="checkbox"/> Exterior Energy retrofitting of the building
Improvements Associated with the Building Improvements:	
<input type="checkbox"/> Landscaping	<input type="checkbox"/> Signage
<input type="checkbox"/> Other (Please Specify)	
SECTION 3: CHECKLIST	
1. Completed BIGP application form including completion of pre-application meetings.	
2. Proof of ownership or a notarized letter of authorization from the property owner.	
3. A summary of the scope of work to be performed.	

4.	Three bids for projects \$3,500 and over or one bid for projects under \$3,500.	
5.	Color photo documentation of existing conditions.	
6.	Architectural rendering, or sketch detailing the scope of work that the grant shall fund furthering the Downtown Design Guidelines.	
7.	Color and material samples to be used.	
8.	Documentation showing building with gross leasable area less than 50,000, and for single tenants, square footage less than 7,500.	
9.	Detailed worksheet itemizing the project costs.	
10.	Maintenance acknowledgement.	
11.	Shared parking acknowledgement	

SECTION 4: ACKNOWLEDGEMENT AND UNDERSTANDING OF GRANT CONDITIONS

I UNDERSTAND THAT IN ORDER FOR MY REQUEST FOR THE BUILDING IMPROVEMENT GRANT FUNDING TO BE APPROVED, I MUST AGREE TO THE FOLLOWING CONDITIONS:

1. To follow the design guidelines and plan approved by the City commission.
2. To adhere to the application procedures and guidelines and the grant conditions as specified in this packet.
3. **That I shall incur all initial project costs and receive reimbursement only after:**
 - A. **All improvements have been completed.**
 - B. **Final inspection of the improvements has been approved.**
 - C. **Proof of payment for project costs has been received.**
4. Additional improvements or changes not approved shall not be funded.

I ACKNOWLEDGE THAT I HAVE RECEIVED AND UNDERSTAND THE BUILDING IMPROVEMENT GRANT PROGRAM CONDITIONS AND GUIDELINES AND SHALL FOLLOW ALL CONDITIONS ADOPTED BY THE CITY COMMISSION, ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY

APPLICANT'S SIGNATURE
PRINT NAME: _____
TITLE: _____

EXECUTION DATE

CITY OF ORMOND BEACH
BUILDING IMPROVEMENT GRANT PROGRAM
GRANT AGREEMENT

This agreement is entered into this _____ day of _____, 2011, by and between the City of Ormond Beach Community Redevelopment Agency, a Section 163.357, Fla. Stat., agency (“Grantor”) and

APPLICANT INFORMATION

BUSINESS NAME: _____

PROPERTY ADDRESS: _____

VOLUSIA COUNTY PARCEL ID NO.: _____

PROPERTY OWNER(S) (“Grantee”): _____

GRANT AWARD: \$ _____ **BUSINESS PHONE:** _____

WITNESSETH:

In consideration of the mutual promises of the parties hereto, the parties hereby attest and agree as follows:

SECTION 1 - OVERVIEW

The Grantor has established a grant program to further the 2007 Downtown Master Plan which allows exterior improvement projects within the Downtown Community Redevelopment Area to receive one-to-one dollar match from the Tax Increment Financing District. The maximum eligible amount for each project is fifty percent (50%) of the total eligible costs not to exceed \$50,000. The matching grants are awarded by the Grantor to applicants (property owners or

tenants with the consent of the property owner) on the basis of the greatest benefit to the redevelopment area as measured by the adopted Building Improvement Grant Program Guidelines. Grants are limited to the available funds appropriated by the Community Redevelopment Agency. Grant applications are reviewed individually upon an evaluation criteria. The Grantor will make the final decision on the award of Grant Funds.

SECTION 2 – GRANT FUND AVAILABILITY

At the beginning of each fiscal year, the Grantor shall allocate a portion of the Tax Increment Financing fund for the Building Improvement Grant Program. The Grantor shall approve the grant request as submitted, approve the grant request with conditions, approve a portion of the grant request, or deny funding based on the criteria established in Section 6 of the Building Improvement Grant Program Guidelines. Any applicant aggrieved by the decision of the Grantor may appeal per Section 1-19 of the City's *Land Development Code*. Grant requests/applications shall be reviewed and approved on a first come basis with the funds appropriated on October 1st of each year. Projects that meet the criteria of Section 6 of the Building Improvement Grant Program Guidelines and are approved by the Grantor shall be vested on a first come basis. There shall be no applications accepted once the vested projects approval amount equals the amount budgeted for that fiscal year. Any funds appropriated for a fiscal year that are not vested through approval, may be carried over in the Building Improvement Grant Program fund or placed back in the Tax Increment Financing Fund, at the discretion of the Grantor.

SECTION 3 – REVIEW CRITERIA

In reviewing grant applications, the Grantor shall consider the following criteria:

- 1) The subject property for the grant application must be used for Downtown commercial buildings or mixed-uses involving an upper floor within the Downtown Community Redevelopment Area.
- 2) The following improvements and expenses may be included as ELIGIBLE expenses for projects meeting the applicable minimum qualifications:
 - a. Exterior Renovation: including, but not limited to, stucco, architectural details, replacing windows, door trims, porches, storefronts, façade renovations, painting associated with renovations;
 - b. Expansion of existing buildings;
 - c. Awnings: including the removal of old awnings and the purchase and installation of new awnings;
 - d. Energy retrofitting to the exterior of the building, such as but not necessarily limited to the following: solar panels, reflective roofing material, and exterior siding improvements for the purpose of meeting energy efficiency and reduction of greenhouse gas emissions; and
 - e. Other improvements which the Planning Department deems as enhancements to the building or result in improvements to the surrounding business community.
- 3) The following improvements are only ELIGIBLE if they are part of a qualified building improvement:
 - a. Exterior Lighting including lighting fixtures, attached or connected to a building undergoing renovation, including decorative fixtures for exterior of building or lighting for parking areas;
 - b. Site Signage: including the removal of old site signs and obsolete sign poles or fixtures. Site signage shall be defined as monument and pole signs, where permitted;
 - c. Landscaping: including, but not limited to, removal of plant materials, replacement and addition of plant materials, new window boxes and irrigation systems, when

considered integral to the façade treatment of the building. The Planning Department will determine eligibility;

- d. Screening: including the screening of trash receptacles, air conditioning, utility equipment or other objects with landscape or fencing materials that compliments the building and is consistent with the Land Development Code;
 - e. Site Improvements which improves the general appearance and function of the building while supporting the concept of shared parking;
- 4) The following are INELIGIBLE costs:
- a. Improvements made prior to Grant approval.
 - b. Site improvements with NO building improvements.
 - c. Any improvements on vacant land.
 - d. Work performed that is not consistent with the approval of the City Commission.
 - e. Interior Renovations.
 - f. Improvements which are maintenance oriented that should be done for the upkeep of the building such as painting and reroofing with the same material.
 - g. Sweat Equity payments (payment for the applicant’s own labor and performance for renovation or new construction work)
 - h. Permit and Recording Fees.
 - i. Design Assistance (the cost for preparing site plan or building permit drawings for the necessary approvals for the project).
 - j. Wall Signage (any signage that is affixed to any building).

SECTION 4 – PROJECT REQUIREMENTS

The project is required to obtain a building permit and must comply with the City’s Land Development Code, Florida Building Code, and any applicable County, State or Federal regulations. The project must begin work within sixty (60) calendar days of its approval by the Grantor, that date being _____. Projects must be completed by the following date specified by the applicant and approved by staff _____. Those projects that have not received a building permit within sixty (60) calendar days of its approval

by the Grantor shall not be eligible for grant reimbursement. The Planning Director may approve a maximum of two (2) grant extensions for a total of an additional 240 days. Any additional grant extensions shall require approval of the City Commission. Grantor reserves the right to deny reimbursement payment should the final inspection reveal that the work performed was not completed in a professional and workman-like manner and/or was not completed in conformity with the approved plans, design drawings and specifications and/or the terms of this Agreement. Grantor shall notify Grantee of aforementioned poor workmanship or failure to conform to approved plans, design drawings and specifications and/or the terms of this Agreement. Such notice shall be in writing by certified mail to the address listed above.

SECTION 5 – PLANNING DEPARTMENT INTERIM REVIEW(S)

The Planning Department shall periodically review the progress of the approved contractor's work of the approved project. Such inspections shall not replace any required permit inspection by the Building Department. The Planning Department shall notify Grantee in writing by certified mail of any and all work which is not in conformance with the approved plans, design drawings and specifications. Such deficiencies shall be immediately remedied by the Grantee. At the discretion of Grantor, failure to cure deficient or improper work may result in Grantor's denial of reimbursement payment.

SECTION 6 – COMPLETION

The Grantee shall incur all initial project costs and may receive reimbursement only after all improvements have been completed in accordance with the Grant Agreement. The project

shall be deemed complete only after final inspection and approval by the Planning Department and/or Building Department and after the Grantee tenders the following to the Grantor:

- a) A properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work.
- b) Proof of payment of the contract cost pursuant to the contractor's statement.
- c) Proof that all required local, state and federal permits were secured.
- d) Proof that all work passed the requisite inspections.
- e) Final lien waivers from all contractors and subcontractors.

If all work is determined by Grantor to be performed in a professional and workman-like manner and is determined to be completed in conformity with the approved plans, design drawings and specifications and/or the terms of this Agreement, the Grantor shall, within thirty (30) days of receipt of items a) through e) outlined above, issue a check to the Grantee in the amount specified in the Applicant Information on Page 1 hereof.

SECTION 7 – ALTERATIONS

The Grantee agrees not to alter, modify or remove the improvements made in accordance with the Agreement for a period of three (3) years without the written permission of the Grantor.

SECTION 8 – MAINTENANCE

The Grantee agrees to maintain the improvements, including landscape materials made in accordance with this Agreement for a period of three (3) years. If within the three (3) year maintenance period improvement materials are damaged by automobiles, wildlife, acts of nature,

or any other cause or such materials are stolen, it is expected that they will be replaced at Grantee's sole expense.

SECTION 9 – SHARED PARKING

The Grantee agrees to allow public parking of _____ spaces in accordance with this Agreement for a period of three (3) years during business off hours of ____p.m. to _____ a.m., Monday through Friday. For Saturday and Sunday, the access hours shall be ____ p.m. Saturday until ____ a.m. Monday morning. The property owner shall provide Commercial General Liability Insurance as established by Resolution 2010-125, and as amended from time to time, naming the City as additional insured on the policy for the off hours of operation stated above.

The shared parking agreement cannot be amended once the grant funds have been approved and spent. If the applicant does not comply with the shared parking agreement, then the principal portion of the grant funds received must be refunded to the Grantor.

SECTION 10 – RELEASE AND INDEMNIFICATION

The Grantee releases the Grantor from, and agrees that the Grantor shall not be liable for, and agrees to indemnify and hold harmless the Grantor and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the Building Improvement Grant Program. The Grantee further agrees to pay for or reimburse the Grantor and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages,

GRANTEE

WITNESSES:

(CORPORATION NAME)

Print Name: _____

BY: _____
Print Name: _____
Title: _____

Print Name: _____

ATTEST: _____
Print Name: _____
Title: _____

STATE OF FLORIDA)
)ss
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the _____ of _____. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
Notary Seal

STATE OF FLORIDA)
)ss
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the _____ of _____. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
Notary Seal