

Prepared by and return to:
Construction & Property Mgt.
509 East Avenue South
Clearwater, FL 33756
Attn: Joan C. Wilke

CONTRACT FOR SALE AND PURCHASE

This Contract for Sale and Purchase of Real Property ("Contract") made and entered into this 4th day of April, 2025 between PINELLAS COUNTY, whose address is 315 Court Street, Clearwater, Florida 33756, a political subdivision of the State of Florida, hereinafter referred to as "SELLER", and HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC., whose address is 13355 49th Street North, Suite B, Clearwater, Florida 33762, hereinafter referred to as "BUYER", and both parties hereinafter jointly referred to throughout this agreement as the "Parties".

WHEREAS, SELLER has determined that the real property as described more particularly in Section 1 herein is surplus and no longer needed for County purposes; and

WHEREAS, BUYER has agreed to purchase the Properties from SELLER according to the terms recited herein; and,

WHEREAS, BUYER has represented to SELLER that BUYER is able to satisfactorily adhere to all of the terms and conditions of Request for Negotiation 24-0962 ("RFN"), to include the Land Use Restriction Agreements applicable to both parcels which are attached hereto and fully incorporated herein as Attachment "1" and Attachment "2".

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. DESCRIPTION OF THE PROPERTIES: In consideration of the payment hereinafter agreed to be paid by the BUYER to the SELLER, and in consideration of the covenants of the respective parties hereto, the SELLER does hereby agree to sell, and the BUYER does hereby agree to buy the properties, including the development rights, littoral, riparian rights, and mineral rights per Florida Statutes Section 270.11(3), more fully described as follows:

The lands more particularly described in Exhibits "A" and "B", which are attached hereto and fully incorporated herein (the "Properties").

2. PURCHASE PRICE: BUYER agrees to purchase the Properties and the SELLER agrees to sell the Properties at the price of One Hundred Thousand Dollars and no cents (\$100,000.00), subject to adjustment and proration, as may be applicable, payable by certified funds or wire transfer funds at Closing.

3. DEPOSIT: SELLER acknowledges that the BUYER has NOT made a deposit with SELLER.

4. TIME FOR ACCEPTANCE: BUYER will deliver this Contract to SELLER within thirty (30) business days after notification of final negotiation.

5. EFFECTIVE DATE: The effective date of this Contract ("Effective Date") will be the date when the contract is approved and accepted by both parties.

6. CLOSING DATE: This transaction will be closed on or before ninety (90) days after the Effective Date of this contract. In the event that BUYER is not able to complete its due diligence on the Property within this ninety (90) day period, BUYER may make a written request to have the Closing Date deferred. Such as request will be granted upon the sole and reasonable discretion of the SELLER, by and through its Director of Real Property Department.

7. DUE DILLIGENCE/INSPECTION: BUYER shall have the right, prior to closing, to send or to come upon the Properties at reasonable times, upon reasonable prior notice to SELLER with its independent contractors, employees, engineers, and other personnel to inspect and conduct non-invasive testing upon the Properties to determine whether the Properties are acceptable to BUYER. BUYER, in its reasonable discretion, may cancel this Contract at any time on or prior to the sixtieth (60th) day following the Effective Date, based upon the findings of any and all environmental inspections, reports, properties assessments, or other such information to the extent that the same indicate an issue with or condition of the Properties that has or could reasonably be expected to have a material adverse impact on the Properties, or BUYER's interest therein. BUYER shall indemnify and hold SELLER harmless from and against any and all losses, costs and/or expenses that may be incurred by SELLER as a result of any injuries to person or damage to the Properties resulting from any inspections, test or entry upon the Properties by BUYER. BUYER shall repair any damage to the Properties caused by BUYER or its agents as a result of such inspections. Neither this provision, nor any other provision in this Contract will be constructed as a waiver of BUYER's sovereign immunity pursuant to §768.28, Florida Statutes.

8. RIGHT TO CANCEL: If BUYER determines that the Properties are not acceptable due to reasons listed in Section 7 herein, BUYER shall notify the SELLER in writing of its intent to cancel the Contract on or before the expiration date of the due diligence period or, continue to closing of the properties

as- is, without offset or reduction in price. If BUYER fails to notify SELLER within said time, BUYER shall be deemed to have accepted the condition of the properties.

9. POSSESSION: SELLER represents that at the time of closing there will be no parties in possession other than SELLER and SELLER agrees to deliver possession of the Properties, subject to the reservation by the SELLER of any public easements, or any other conditions/terms agreed upon in writing by the Parties.

10. TITLE EVIDENCE: Ten (10) days prior to the Closing Date, BUYER may, at BUYER'S discretion and expense, may obtain a title insurance commitment (the "Title Report") issued by a Florida licensed title insurer agreeing to issue to BUYER, an owner's policy of title insurance in the amount of the Purchase Price insuring BUYER's good and marketable title to the properties, subject only to those standard exceptions appearing the owners title policy, which from the BUYERS standpoint do not unduly affect title and those items which shall be discharged by SELLER at or before the Closing Date. If defect(s) render title uninsurable, SELLER will have 90 days from receipt of notice within which to remove said defect(s), which shall automatically extend the Closing Date a like amount of time and if SELLER is unsuccessful in removing them, BUYER shall have the option of either accepting the title as it then is or BUYER and SELLER shall be released, as to one another, of all further obligations under this Contract.

11. SURVEY: BUYER may procure a survey at BUYER's sole expense.

12. EXPENSES: SELLER is exempt from paying State documentary stamps taxes as provided for in Florida Statutes §201.02. BUYER shall pay for any State documentary stamps required to be affixed to the deed, and the cost of recording, together with the cost of recording any corrective instruments, and any such other expenses assigned to BUYER in the closing of this Contract. Values for recording purposes shall be the PURCHASE PRICE set out herein.

13. CLOSING DOCUMENTS: Prior to closing, BUYER will furnish for SELLER's review, a Closing Statement. At closing, SELLER will execute and deliver to BUYER County Deeds pursuant to §125.411, Florida Statutes, conveying the Properties to BUYER, subject to any and all easements and restriction of record, and any other documents necessary for the closing of this transaction. Additionally, BUYER agrees to execute any and all others related agreements to effectuate the development conditions herein as determined necessary by the SELLER.

14. PLACE OF CLOSING: Closing shall be held at a mutually agreeable date and time at the Pinellas County's Real Property Division location at 509 East Avenue South, Clearwater, Florida 33756, or other location within Pinellas County as designated by the BUYER.

15. TIME: Time is of the essence as to this Contract. Any reference herein to time periods shall refer to calendar days, and any time period provided for herein which will end on a Saturday, Sunday or County or legal holiday will extend to 5:00 p.m. of the next full business day.

16. RESTRICTIONS, EASEMENTS, AND LIMITATIONS: BUYER will take title subject to zoning regulations, restrictions, prohibitions, and other requirements imposed by governmental authorities including, but not limited to, the affordable housing development requirements as described in the Land Use Restriction Agreement attached as Attachment "1" and Attachment "2"; plat or other subdivision restrictions; easements of record and any permits to which the Property may be subject.

17. TAXES, FEES, AND ASSESSMENTS: BUYER will be fully liable and responsible for the payment of any and all taxes, fees, and special assessments due on the properties from the date of closing and subsequent years thereafter.

18. BROKER: SELLER and BUYER both warrant that they have not engaged a real estate broker with respect to the Properties. SELLER nor BUYER shall be responsible for any real estate commission or fees which may be claimed to be due through the SELLER or BUYER or pursuant to any acts of the SELLER. The obligations of SELLER and BUYER hereunder will survive the closing.

19. SUCCESSORS AND ASSIGNS: This Contract may not be assigned by BUYER with SELLER's prior written consent, which consent may be given or withheld by SELLER in its sole discretion. The covenants, provisions and agreements herein contained, will in every case be binding on and inure to the benefit of the parties hereto respectively, and their respective heirs, executors, administrators, successors, and assigns, except that the BUYER's right to assign its interest under this contract will be subject to the written consent of SELLER as provided herein.

20. DEFAULT: Unless otherwise agreed to in writing, the following applies: 1) If BUYER fails to perform any of the covenants and agreements set herein, BUYER is in default, and SELLER may terminate this Contract, rendering it null and void, and all parties hereto will be relieved of any and all further obligations and liabilities to each other under this Contract. 2) If SELLER fails to perform any of the SELLER's covenants and agreements set forth in this Contract as specified herein, SELLER is in default and BUYER may terminate this Contract, rendering it null and void, and all parties hereto will be relieved of any and all further obligations and liabilities to each other under this Contract. Notwithstanding the foregoing, a party will not be in default until thirty (30) days after receipt written notice of an alleged default by the other party and the party in receipt of such notice has failed to cure said alleged default within said thirty (30) day period.

21. REVERSIONARY INTERESTS: In the event that BUYER, its successors, or assigns, fails to perform or violates any of the covenants or agreements set herein after closing, including those covenants included in the Land Use Restriction Agreements in Attachments "1" and "2" hereto, the Properties will revert to and thereafter become fee simple real estate owned by the SELLER, and BUYER will immediately deed the subject Properties back to SELLER.

22. DISCLAIMER, WARRANTIES, AND REPRESENTATIONS: BUYER acknowledges and agrees that to the maximum extent permitted by law and in equity, the sale of the Properties is made on an as-is, where is basis. BUYER acknowledges and agrees that except for the express representations and warranties set forth herein, SELLER has not made, does not make, and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind, character, or nature whatsoever with respect to or in any way related to the Properties or BUYER's use thereof, including but not limited to any structures or improvements thereon, the development rights available for the Properties, the zoning or land use designation for the Properties, the suitability of the Properties for BUYER's intended use, or the subsurface soil conditions.

23. OTHER AGREEMENTS; CONSTRUCTION OF THIS CONTRACT: No other agreements or representations will be binding upon BUYER or SELLER unless included in this Contract. No modification or change in the Contract will be valid or binding upon the parties unless in writing and executed by the parties hereto. Typewritten or handwritten provisions inserted herein or attached hereto as addenda will control all printed provisions of Contract in conflict herewith as long as both parties agree in writing to same by initials of authorized agents. Whenever herein the singular number is used, the same will include the plural, and the masculine gender will include the feminine and neuter genders.

24. RELATIONSHIP OF THE PARTIES: Nothing contained herein will be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or a partnership or joint venture between the parties hereto, and nothing contained herein will be deemed to create any relationship other than the relationship of BUYER or SELLER.

25. NOTICES: Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request will be in writing and will be deemed to have been properly given and received when delivered in fact to the other proper party or when deposited if sent by United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, or by air express mail, such as Federal Express, whether accepted or refused, to the address set out below or at such other address as is specified by written notice so given in accordance herewith. Notices may also be given by electronic transmission and will be deemed to have been given and received on the date of such

transmission. All notices and requests required or authorized hereunder will be delivered as aforesaid to the representative parties hereto as follows:

As to BUYER:

Habitat for Humanity of Pinellas County, Inc.
Attn: Sean King
13355 49th Street N – Suite B
Clearwater, Florida, 33762
Telephone: (727) 536-4755 Ext 404

As to SELLER:

Pinellas County – Construction & Property Management
Attn: Real Property Director
509 East Avenue South Clearwater, FL 33756
Telephone: (727) 464-3496

26. SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of this Contract will in no way affect the validity of any other provision of this Contract, and the Contract will be amended only to the extent necessary to bring it within the requirements of the law.

27. GOVERNING LAW: This Contract will be governed by and construed in accordance with the laws of the State of Florida. Proper venue will be in Pinellas County, Florida, or the nearest location having jurisdiction.

28. WAIVER: The waiver or failure to enforce any provisions of this Agreement will not operate as a waiver of any future breach of such provisions or any other provisions hereof. No waiver will be binding unless executed in writing by the party making the waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Contract by the other party will not be deemed a waiver of said term, covenant, or condition.

29. CONFIDENTIALITY: With the exception of disclosures required pursuant to Florida's Public Records Act, the Contract and the terms of the proposed transaction will be kept confidential to the extent permitted by law.

30. ENTIRE AGREEMENT: This Contract as set forth herein, including all exhibits, incorporates all covenants, promises, agreements, conditions, and understandings between the Parties, and no covenant, promise, agreement, condition or understanding either written or oral, not specifically set forth herein will be effective to alter the performance or the rights of the Parties as hereinbefore stated.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have hereunto fully executed this real estate contract the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Executed by BUYER on: March 24, _____, 2025.

WITNESSES:

By: [Signature]

Print Name: Cecilia Zabala

By: [Signature]

Print Name: Cesar Figueredo

BUYER:

By: [Signature]

Print Name: Michael Sutton

Executed by SELLER on: _____, _____, 2025.

SELLER:

WITNESSES:

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____
Barry Burton, County Administrator

APPROVED AS TO FORM

By: Maria C. White, Esq.
Office of the County Attorney

IN WITNESS WHEREOF, the parties hereto have hereunto fully executed this real estate contract the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Executed by BUYER on: _____, _____, 2025.

WITNESSES:

BUYER:

By: _____

By: _____

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Executed by SELLER on: April, 4, 2025.

WITNESSES:

SELLER:

By: Della Klug

By: Barry Burton
Barry Burton, County Administrator

Print Name: Della Klug

By: Jo Alejandra Lugo

Print Name: Jo Alejandra Lugo

APPROVED AS TO FORM

By: Maria C. White, Esq.
Office of the County Attorney

ATTACHMENT 1

This instrument was prepared by:
Stephanie Rayman, Pinellas County Housing
Housing & Community Development Department
310 Court Street, 1st Floor Clearwater, FL 33756

LAND USE RESTRICTION AGREEMENT

THESE RESTRICTIONS are entered into as of the ____ day of _____, 2025 (Effective Date), between Pinellas County, a political subdivision of the State of Florida, whose mailing address is 310 Court Street, Clearwater, Florida 33756 (COUNTY), and Habitat for Humanity of Pinellas County, Inc, a not-for-profit corporation organized under the laws of the State of Florida, including its successors, assigns, and transferees, having its principal office at 13355 49th Street North, Clearwater, FL 33762 (AGENCY) (collectively referred to throughout these Restrictions as the PARTIES).

WITNESSETH:

WHEREAS, on the ____ day of _____, 2025, the PARTIES executed a Contract for Sale and Purchase in the amount of \$50,000.00 (Fifty Thousand dollars) for certain parcel of real property situated and being located in Pinellas County, Florida, as more particularly described in Exhibit A -1 which is attached hereto and fully incorporated herein (the PROPERTY); and

WHEREAS, the AGENCY intends to construct on the Property affordable residential ownership single-family housing in various locations in Pinellas County, Florida (the Project); and

WHEREAS, AGENCY acknowledges it is necessary to comply with the requirements of the Pinellas County Affordable Housing Development Program, and as a condition of which said Property was declared surplus and conveyed to the AGENCY.

NOW, THEREFORE, the AGENCY hereby declares that the Property will be held, sold, and conveyed subject to the following restrictions, covenants, limitations, and conditions, which will run with the Property and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of the COUNTY.

1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein.

2. **Property.** The PROPERTY subject to these RESTRICTIONS is more specifically described as

**LOT 17, SECHRIST Subdivision, according to plat thereof, as recorded in Plat Book 29
Page 54 of the Public Records of Pinellas County, Florida.**

32/30/16/79452/000/0170

The AGENCY hereby warrants that it is the only fee simple owner of the PROPERTY and is lawfully able to enter into these RESTRICTIONS applicable to the PROPERTY described herein.

3. **Use Restrictions.** The AGENCY covenants and agrees that the use of the PROPERTY will be restricted as follows:

- 3.1. **Affordability Period.** For the purpose of these RESTRICTIONS, the Affordability Period will be for a term of five (5) years. The Affordability Period will commence on the day that the Property is sold by AGENCY to a Qualified Buyer, as that term is defined in Section 3.2.4 herein, and terminate five (5) years thereafter.

3.2. **Affordability of Assisted Units.**

- 3.2.1. During the Affordability Period, the single-family homes to be developed on the Property will be residential single-family detached houses designed and intended for the primary purpose of providing affordable, decent, safe, and sanitary residential units available for sale to the general public (Assisted Units).
- 3.2.2. For the duration of the Affordability Period, the Property, to include the Assisted Units, will be operated as affordable residential ownership single family housing and may not be used as or converted to rental housing or any other use.
- 3.2.3. All sales of the Assisted Units will be restricted to buyers whose annual household income does not exceed 80% of the Area Median Income for the Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area, adjusted for family size, at the time of purchase. For purposes of clarity, these income limits are calculated annually by the United States Department of Housing and Urban Development (HUD) and the maximum rental amounts for each income threshold will be as promulgated annually by the Florida Housing Finance Corporation for the State Housing Initiatives Partnership.
- 3.2.4. **Qualified Buyers.** The AGENCY will determine and verify in writing the income eligibility of all homebuyers in accordance with HUD programs, or by an alternative method pre-approved by the COUNTY for the Project. The AGENCY will calculate gross annual income

by annualizing verified sources of income to be received by the household during the twelve (12) months following the effective date of the income eligibility determination. The AGENCY will obtain COUNTY verification and approval of potential buyer income eligibility a minimum of twenty-one (21) days prior to finalizing any sale.

3.3. Homebuyer Rules.

3.3.1. For the duration of the Affordability Period, the Assisted Units will be sold to buyers whose annual household income does not exceed the income requirements set forth in Section 3, Affordability of Assisted Units, at the time of purchase (“Qualified Buyers”).

3.3.2. Qualified Buyers must occupy the Assisted Unit as their primary residence and will not be permitted to rent or lease the units at any time during the Affordability Period. At the written request of a Qualified Buyer, exceptions may be made by the COUNTY to the requirements specified in this paragraph (B) for servicemembers of the United States pursuant to 50 U.S.C. App. § 531, The Servicemembers Civil Relief Act, and any other applicable regulation or law. The foregoing requirements set forth in these RESTRICTIONS apply to the initial sale, as well as all future resales, of the Assisted Unit for the duration of the Affordability Period. AGENCY will assure that all Qualified Buyers sign a Land Use Restriction Agreement (LURA), affidavit, or other COUNTY-approved restriction stipulating to the affordability and other requirements set forth herein as a part of any written agreement for purchase of an Assisted Unit . The LURA, affidavit, or other COUNTY-approved restriction will be submitted to the COUNTY or it’s designee for approval prior to the sale of the subject Assisted Unit.

3.3.3. Upon the initial sale, and any subsequent resale, of each Assisted Unit the AGENCY, at AGENCY’S sole expense, will have properly filed and recorded the LURA, affidavit, or other COUNTY-approved restriction in the official public records of Pinellas County, Florida.

3.4. **Nondiscrimination.** Neither the AGENCY nor its appointees or assigns will discriminate, as defined by state or federal statute, or by local ordinance, based on race, color, age, sexual orientation, familial status, disability, religion, national origin, or any other protected class in the selection of prospective homeowners or in connection with the employment or application for employment of persons for the Project.

3.5. **Liens, Charges, Taxes, and Assessments.** During the Affordability Period, AGENCY or its successors or assigns will promptly pay, and will require any subsequent purchasers of the Property to promptly pay all taxes, assessments, charges, fines, and impositions attributable to the Property, including all improvements thereto, including mechanics liens, homeowner association or community association dues, fees, and assessments, if any. Non-payment of

charges described in this paragraph will constitute a default of this Agreement.

- 3.6. **Monitoring and Inspection.** The AGENCY will permit the COUNTY or its designee to inspect all records pertaining to determination of income eligibility and qualification of a Qualified Buyer of an Assisted Unit prior to scheduling a closing, and will submit to the COUNTY, no later than thirty (30) days following closing, such records and documentation as required by the COUNTY to document compliance with this Agreement.
- 3.7. **Development Conditions.** AGENCY must construct Assisted Units that are built in accordance with all applicable building, land use and zoning regulations. Assisted Units must meet a minimum size and design requirement of two (2) bedrooms, two (2) bathrooms, and an enclosed garage.
- 3.8. **Assurance of Public Purpose.** AGENCY must complete construction of the Assisted Units, including obtaining a certificate of occupancy (CO), within twelve (12) months of the date of the deed (closing date) conveying the Property from COUNTY to AGENCY. AGENCY may be granted an extension of time for good cause at the sole discretion and with advance written consent of the COUNTY.

Should AGENCY materially default on the terms and conditions incorporated herein before the Property is conveyed to a Qualified Buyer, or if AGENCY is unable or unwilling to develop the Property in accordance with the terms and conditions incorporated herein, AGENCY agrees that the COUNTY will have the right to reacquire the Property in fee simple real estate. The AGENCY acknowledges that the deed from the COUNTY for the Property will contain a mechanism to further establish the COUNTY's right to reacquire. If the COUNTY elects to reacquire the Property, the, AGENCY will be responsible to satisfy any and all liens place on the Property or improvements thereto as a result of AGENCY'S actions or direction at AGENCY'S sole cost and expense. The AGENCY further agrees that in the event of a default and reversion to COUNTY, AGENCY will provide a deed to COUNTY to codify the same. AGENCY will be liable for all costs and expenses incurred by COUNTY enforcing its reversionary rights, including the satisfaction of any and all liens.

4. **Defaults; Remedies.** If the AGENCY will fail to observe or perform any covenant, condition or agreement contained herein on its part to be observed or performed, then and in such event, the COUNTY will be entitled, in addition to all other remedies provided by law or in equity:

- 4.1. To compel specific performance by the AGENCY of its obligations under this Agreement, it being recognized that the beneficiaries of AGENCY'S obligations hereunder cannot be adequately compensated by monetary damages in the event of AGENCY'S default; and
- 4.2. To rescind, or discontinue any and all incentives, either regulatory and/or financial,

provided to AGENCY.

5. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to the AGENCY provided for in this Agreement will be given by mailing such notice by certified mail to the AGENCY address stated herein, or at such other address as the AGENCY may designate by written notice to the COUNTY as provided herein, and (b) any notice to the COUNTY will be given by certified mail, return receipt requested, to the COUNTY'S address stated herein, with a copy to the preparer of this instrument, or to such other address as the COUNTY may designate by written notice to the AGENCY as provided herein. Any notice provided for in this Agreement will be deemed to have been given to the AGENCY or COUNTY when given in the manner designated herein.

HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC.
13355 49TH STREET NORTH – SUITE B
CLEARWATER, FLORIDA 33762

PINELLAS COUNTY HOUSING ADMINISTRATOR
310 COURT STREET
CLEARWATER, FLORIDA 33756

6. **Condemnation.** If, during the Affordability Period, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and will be paid to COUNTY to cover the sums COUNTY paid to acquire the Property, in such proportion as is equal to the portion of the Property taken, with excess, if any, paid to the Property owner at the time of the taking.

7. **Covenants Running with the Land.** The covenants and conditions contained herein will run with the land and will bind, and the benefits shall inure, to the AGENCY, its successors, assigns, lessees, and all subsequent owners of the Property or any interest therein, for the entire duration of the Affordability Period. The AGENCY will expressly reference the conditions and covenants of this AGREEMENT on any deed or other instrument conveying ownership interest in the Property. This AGREEMENT shall be properly filed and recorded by the COUNTY in the official public records of Pinellas County, Florida and will constitute a restriction upon the use of the Property subject to and in accordance with the terms contained herein.

8. **No Conflict with Other Documents.** The AGENCY warrants that it has not, and will not, execute any other contract or agreement with provisions contradictory to, or in opposition to the provisions hereof, and that in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

9. Severability. Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such determination will not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

10. Enforcement of Terms. The benefits of this Agreement will inure to and may be enforced by the COUNTY for the full duration of the Affordability Period, whether or not the Project loan may be paid in full, and whether or not any bonds issued for the purpose of providing funds for the Project are outstanding. Breach of these terms during the Affordability Period will result in recapture of all COUNTY funds expended on the Project.

11. Effective Period. For the purposes of these RESTRICTIONS, the Effective Period will commence on the date of execution by both PARTIES (Effective Date).

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the day and year first above written.

WITNESSES:

Signature of 1st Witness

Print Name of 1st Witness

Print Address of 1st Witness

Signature of 2nd Witness

Print Name of 2nd Witness

Print Address of 2nd Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____ 2025, by Barry Burton, who is () personally known to me or () who has produced _____ as identification.

(Signature)

(NOTARY STAMP/SEAL ABOVE)

(Name of Notary, typed, printed, or stamped)

IN WITNESS WHEREOF, the Parties hereto have caused theses presents to be executed, the day and year first above written.

WITNESSES:

Signature of 1st Witness

Print Name of 1st Witness

Print Address of 1st Witness

Signature of 2nd Witness

Print Name of 2nd Witness

Print Address of 2nd Witness

AGENCY:

Habitat for humanity of Pinellas County, Inc.

a Florida Not-for-Profit Corporation

BY: _____,

Michael Sutton, President/CEO

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____ 2025, by Michael Sutton, who is () personally known to me or () who has produced _____ as identification.

(Signature)

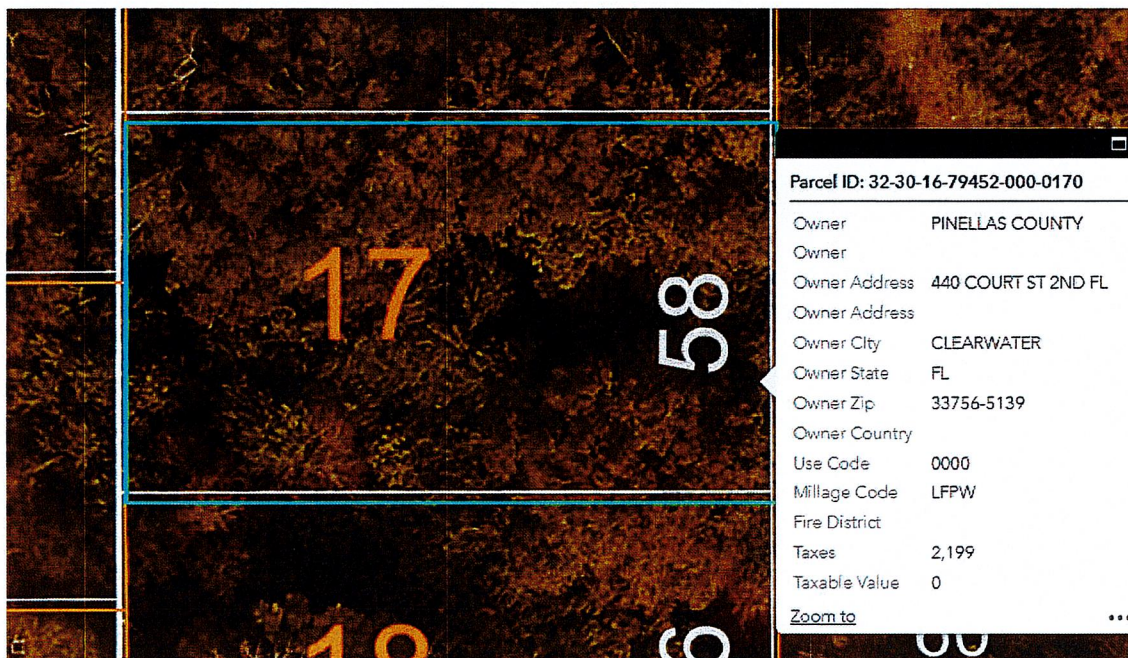
(NOTARY STAMP/SEAL ABOVE)

(Name of Notary, typed, printed, or stamped)

EXHIBIT A-1

LOT 17, SECHRIST Subdivision, according to plat thereof, as recorded in Plat
Book 29 Page 54 of the Public Records of Pinellas County, Florida.

32/30/16/79452/000/0170



ATTACHMENT 2

This instrument was prepared by:
Stephanie Rayman, Pinellas County Housing
Housing & Community Development Department
310 Court Street, 1st Floor Clearwater, FL 33756

LAND USE RESTRICTION AGREEMENT

THESE RESTRICTIONS are entered into as of the ___ day of _____, 2025 (Effective Date), between Pinellas County, a political subdivision of the State of Florida, whose mailing address is 310 Court Street, Clearwater, Florida 33756 (COUNTY), and Habitat for Humanity of Pinellas County, Inc, a not-for-profit corporation organized under the laws of the State of Florida, including its successors, assigns, and transferees, having its principal office at 13355 49th Street North, Clearwater, FL 33762 (AGENCY) (collectively referred to throughout these Restrictions as the PARTIES).

WITNESSETH:

WHEREAS, on the ___ day of _____, 2025, the PARTIES executed a Contract for Sale and Purchase in the amount of \$50,000.00 (Fifty Thousand dollars) for certain parcel of real property situated and being located in Pinellas County, Florida, as more particularly described in Exhibit A -2 which is attached hereto and fully incorporated herein (the PROPERTY); and

WHEREAS, the AGENCY intends to construct on the Property affordable residential ownership single-family housing in various locations in Pinellas County, Florida (the Project); and

WHEREAS, AGENCY acknowledges it is necessary to comply with the requirements of the Pinellas County Affordable Housing Development Program, and as a condition of which said Property was declared surplus and conveyed to the AGENCY.

NOW, THEREFORE, the AGENCY hereby declares that the Property will be held, sold, and conveyed subject to the following restrictions, covenants, limitations, and conditions, which will run with the Property and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of the COUNTY.

1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein.

2. **Property.** The PROPERTY subject to these RESTRICTIONS is more specifically described as

**LOT 6 BEULAH PARK Subdivision, according to plat thereof, as recorded in Plat Book 26
Page 70 of the Public Records of Pinellas County, Florida.**

06/31/16/08406/000/0060

The AGENCY hereby warrants that it is the only fee simple owner of the PROPERTY and is lawfully able to enter into these RESTRICTIONS applicable to the PROPERTY described herein.

3. **Use Restrictions.** The AGENCY covenants and agrees that the use of the PROPERTY will be restricted as follows:

- 3.1. **Affordability Period.** For the purpose of these RESTRICTIONS, the Affordability Period will be for a term of five (5) years. The Affordability Period will commence on the day that the Property is sold by AGENCY to a Qualified Buyer, as that term is defined in Section 3.2.4 herein, and terminate five (5) years thereafter.

3.2. **Affordability of Assisted Units.**

- 3.2.1. During the Affordability Period, the single-family homes to be developed on the Property will be residential single-family detached houses designed and intended for the primary purpose of providing affordable, decent, safe, and sanitary residential units available for sale to the general public (Assisted Units).
- 3.2.2. For the duration of the Affordability Period, the Property, to include the Assisted Units, will be operated as affordable residential ownership single family housing and may not be used as or converted to rental housing or any other use.
- 3.2.3. All sales of the Assisted Units will be restricted to buyers whose annual household income does not exceed 120% of the Area Median Income for the Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area, adjusted for family size, at the time of purchase. For purposes of clarity, these income limits are calculated annually by the United States Department of Housing and Urban Development (HUD) and the maximum rental amounts for each income threshold will be as promulgated annually by the Florida Housing Finance Corporation for the State Housing Initiatives Partnership.
- 3.2.4. Qualified Buyers. The AGENCY will determine and verify in writing the income eligibility of all homebuyers in accordance with HUD programs, or by an alternative method pre-approved by the COUNTY for the Project. The AGENCY will calculate gross annual income

by annualizing verified sources of income to be received by the household during the twelve (12) months following the effective date of the income eligibility determination. The AGENCY will obtain COUNTY verification and approval of potential buyer income eligibility a minimum of twenty-one (21) days prior to finalizing any sale.

3.3. Homebuyer Rules.

3.3.1. For the duration of the Affordability Period, the Assisted Units will be sold to buyers whose annual household income does not exceed the income requirements set forth in Section 3, Affordability of Assisted Units, at the time of purchase (“Qualified Buyers”).

3.3.2. Qualified Buyers must occupy the Assisted Unit as their primary residence and will not be permitted to rent or lease the units at any time during the Affordability Period. At the written request of a Qualified Buyer, exceptions may be made by the COUNTY to the requirements specified in this paragraph (B) for servicemembers of the United States pursuant to 50 U.S.C. App. § 531, The Servicemembers Civil Relief Act, and any other applicable regulation or law. The foregoing requirements set forth in these RESTRICTIONS apply to the initial sale, as well as all future resales, of the Assisted Unit for the duration of the Affordability Period. AGENCY will assure that all Qualified Buyers sign a Land Use Restriction Agreement (LURA), affidavit, or other COUNTY-approved restriction stipulating to the affordability and other requirements set forth herein as a part of any written agreement for purchase of an Assisted Unit . The LURA, affidavit, or other COUNTY-approved restriction will be submitted to the COUNTY or it’s designee for approval prior to the sale of the subject Assisted Unit.

3.3.3. Upon the initial sale, and any subsequent resale, of each Assisted Unit the AGENCY, at AGENCY’S sole expense, will have properly filed and recorded the LURA, affidavit, or other COUNTY-approved restriction in the official public records of Pinellas County, Florida.

3.4. **Nondiscrimination.** Neither the AGENCY nor its appointees or assigns will discriminate, as defined by state or federal statute, or by local ordinance, based on race, color, age, sexual orientation, familial status, disability, religion, national origin, or any other protected class in the selection of prospective homeowners or in connection with the employment or application for employment of persons for the Project.

3.5. **Liens, Charges, Taxes, and Assessments.** During the Affordability Period, AGENCY or its successors or assigns will promptly pay, and will require any subsequent purchasers of the Property to promptly pay all taxes, assessments, charges, fines, and impositions attributable to the Property, including all improvements thereto, including mechanics liens, homeowner association or community association dues, fees, and assessments, if any. Non-payment of

charges described in this paragraph will constitute a default of this Agreement.

3.6. **Monitoring and Inspection.** The AGENCY will permit the COUNTY or its designee to inspect all records pertaining to determination of income eligibility and qualification of a Qualified Buyer of an Assisted Unit prior to scheduling a closing, and will submit to the COUNTY, no later than thirty (30) days following closing, such records and documentation as required by the COUNTY to document compliance with this Agreement.

3.7. **Development Conditions.** AGENCY must construct Assisted Units that are built in accordance with all applicable building, land use and zoning regulations. Assisted Units must meet a minimum size and design requirement of two (2) bedrooms, two (2) bathrooms, and an enclosed garage.

3.8. **Assurance of Public Purpose.** AGENCY must complete construction of the Assisted Units, including obtaining a certificate of occupancy (CO), within twelve (12) months of the date of the deed (closing date) conveying the Property from COUNTY to AGENCY. AGENCY may be granted an extension of time for good cause at the sole discretion and with advance written consent of the COUNTY.

Should AGENCY materially default on the terms and conditions incorporated herein before the Property is conveyed to a Qualified Buyer, or if AGENCY is unable or unwilling to develop the Property in accordance with the terms and conditions incorporated herein, AGENCY agrees that the COUNTY will have the right to reacquire the Property in fee simple real estate. The AGENCY acknowledges that the deed from the COUNTY for the Property will contain a mechanism to further establish the COUNTY's right to reacquire. If the COUNTY elects to reacquire the Property, the, AGENCY will be responsible to satisfy any and all liens place on the Property or improvements thereto as a result of AGENCY'S actions or direction at AGENCY'S sole cost and expense. The AGENCY further agrees that in the event of a default and reversion to COUNTY, AGENCY will provide a deed to COUNTY to codify the same. AGENCY will be liable for all costs and expenses incurred by COUNTY enforcing its reversionary rights, including the satisfaction of any and all liens.

4. **Defaults; Remedies.** If the AGENCY will fail to observe or perform any covenant, condition or agreement contained herein on its part to be observed or performed, then and in such event, the COUNTY will be entitled, in addition to all other remedies provided by law or in equity:

4.1. To compel specific performance by the AGENCY of its obligations under this Agreement, it being recognized that the beneficiaries of AGENCY'S obligations hereunder cannot be adequately compensated by monetary damages in the event of AGENCY'S default; and

4.2. To rescind, or discontinue any and all incentives, either regulatory and/or financial,

provided to AGENCY.

5. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to the AGENCY provided for in this Agreement will be given by mailing such notice by certified mail to the AGENCY address stated herein, or at such other address as the AGENCY may designate by written notice to the COUNTY as provided herein, and (b) any notice to the COUNTY will be given by certified mail, return receipt requested, to the COUNTY'S address stated herein, with a copy to the preparer of this instrument, or to such other address as the COUNTY may designate by written notice to the AGENCY as provided herein. Any notice provided for in this Agreement will be deemed to have been given to the AGENCY or COUNTY when given in the manner designated herein.

HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC.
13355 49TH STREET NORTH – SUITE B
CLEARWATER, FLORIDA 33762

PINELLAS COUNTY HOUSING ADMINISTRATOR
310 COURT STREET
CLEARWATER, FLORIDA 33756

6. **Condemnation.** If, during the Affordability Period, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and will be paid to COUNTY to cover the sums COUNTY paid to acquire the Property, in such proportion as is equal to the portion of the Property taken, with excess, if any, paid to the Property owner at the time of the taking.

7. **Covenants Running with the Land.** The covenants and conditions contained herein will run with the land and will bind, and the benefits shall inure, to the AGENCY, its successors, assigns, lessees, and all subsequent owners of the Property or any interest therein, for the entire duration of the Affordability Period. The AGENCY will expressly reference the conditions and covenants of this AGREEMENT on any deed or other instrument conveying ownership interest in the Property. This AGREEMENT shall be properly filed and recorded by the COUNTY in the official public records of Pinellas County, Florida and will constitute a restriction upon the use of the Property subject to and in accordance with the terms contained herein.

8. **No Conflict with Other Documents.** The AGENCY warrants that it has not, and will not, execute any other contract or agreement with provisions contradictory to, or in opposition to the provisions hereof, and that in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

9. **Severability.** Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such determination will not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

10. **Enforcement of Terms.** The benefits of this Agreement will inure to and may be enforced by the COUNTY for the full duration of the Affordability Period, whether or not the Project loan may be paid in full, and whether or not any bonds issued for the purpose of providing funds for the Project are outstanding. Breach of these terms during the Affordability Period will result in recapture of all COUNTY funds expended on the Project.

11. **Effective Period.** For the purposes of these RESTRICTIONS, the Effective Period will commence on the date of execution by both PARTIES (Effective Date).

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the day and year first above written.

WITNESSES:

Signature of 1st Witness

Print Name of 1st Witness

Print Address of 1st Witness

Signature of 2nd Witness

Print Name of 2nd Witness

Print Address of 2nd Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____ 2025, by Barry Burton, who is () personally known to me or () who has produced _____ as identification.

COUNTY:

PINELLAS COUNTY, FLORIDA a political
subdivision of the State of Florida

BY: _____ ,
Barry Burton, County Administrator

(Signature)

(NOTARY STAMP/SEAL ABOVE)

(Name of Notary, typed, printed, or stamped)

IN WITNESS WHEREOF, the Parties hereto have caused theses presents to be executed, the day and year first above written.

WITNESSES:

Signature of 1st Witness

Print Name of 1st Witness

Print Address of 1st Witness

Signature of 2nd Witness

Print Name of 2nd Witness

Print Address of 2nd Witness

AGENCY:

**Habitat for humanity of Pinellas County,
Inc.**

a Florida Not-for-Profit Corporation

BY: _____,
Michael Sutton, President/CEO

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____ 2025, by Michael Sutton, who is () personally known to me or () who has produced _____ as identification.

(Signature)

(NOTARY STAMP/SEAL ABOVE)

(Name of Notary, typed, printed, or stamped)

EXHIBIT A-2

LOT 6 BEULAH PARK Subdivision, according to plat thereof, as recorded in Plat
Book 26 Page 70 of the Public Records of Pinellas County, Florida.

06/31/16/08406/000/0060

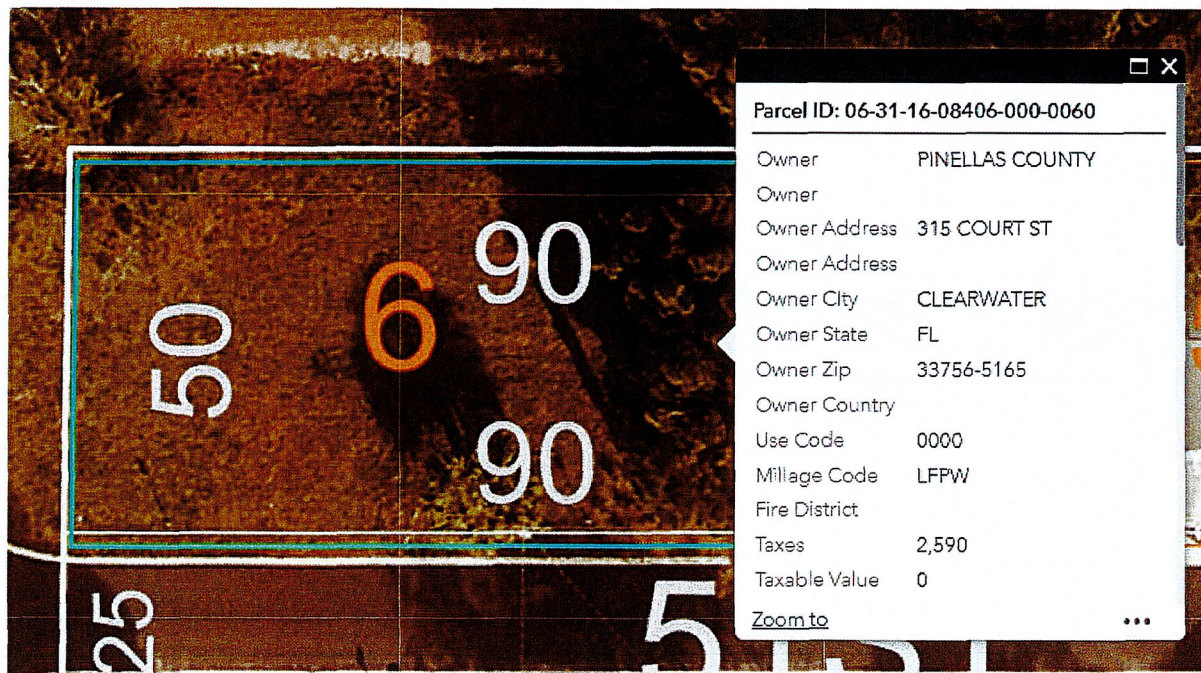


EXHIBIT A

LOT 17, SECHRIST Subdivision, according to plat thereof, as recorded in Plat
Book 29 Page 54 of the Public Records of Pinellas County, Florida.

32/30/16/79452/000/0170



EXHIBIT B

LOT 6 BEULAH PARK Subdivision, according to plat thereof, as recorded in Plat
Book 26 Page 70 of the Public Records of Pinellas County, Florida.

06/31/16/08406/000/0060

