

## LAND USE RESTRICTION AGREEMENT

### PINELLAS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

THIS LAND USE RESTRICTION AGREEMENT (hereinafter known as "AGREEMENT") is entered into this 14<sup>TH</sup> day of FEBRUARY, 2017, between Pinellas County (COUNTY), whose mailing address is 315 Court Street, Clearwater, Florida 33756 and **Homeless Emergency Project Inc. d/b/a Homeless Empowerment Program**, having its principal office at 1120 North Betty Lane, Clearwater, Florida 33755, a not-for-profit corporation organized under the laws of the State of Florida, including its successors, assigns, and transferees (AGENCY).

#### WITNESSETH:

WHEREAS, on the 10<sup>TH</sup> day of FEBRUARY, 2017 the COUNTY and AGENCY entered into an agreement (Specific Performance Agreement CD16HEPBV) whereby the COUNTY agreed to provide up to Fifty Seven Thousand, One Hundred Thirty Six and NO/100 Dollars (\$57,136.00) in Community Development Block Grant (CDBG) funds to AGENCY; and

WHEREAS, in consideration of the funding referenced above, AGENCY will perform certain activities and services for the benefit of low income individuals, as further referenced in Section A of the Specific Performance Agreement (hereinafter referred to as the "PROJECT"); and

WHEREAS, as a condition of receipt of these funds, AGENCY agreed to enter into a land use restriction agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein.
2. **Property:** The property (Property) subject to this AGREEMENT is 1260 Engman Street, Clearwater, Florida 33755, which is further known as:

**LOTS ONE (1) AND TWO (2) IN BLOCK "A" OF FAIRBURN SUBDIVISION,  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE  
97 THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.**

**10/29/15/26550/001/0010**

The AGENCY hereby warrants that it is the only fee simple owner of the Property and is lawfully able to enter into this AGREEMENT and restrict the usage of the Property as described herein.

3. **Use Restrictions:** The AGENCY covenants and agrees that, during the Effective Period as defined below, the property described above shall be used to
  - a. Provide housing for homeless families in Pinellas County, Florida.
  - b. The AGENCY shall not, during the Effective Period, alter the use of the Property so as to be in conflict with this section.
4. **Sale or Lease Requirements:** AGENCY covenants that no lease, sale or title transfer to any third party shall occur prior to giving the COUNTY a Ninety (90) day written notice.
5. **Default and Remedies:** In the event that the AGENCY either sells or alters the use of the Property in a way that no longer conforms to the use specified above, or the terms or conditions herein, the COUNTY shall be entitled, in addition to all other remedies provided in law or equity, to require AGENCY to reimburse to COUNTY CDBG funds used for the PROJECT. The amount to be reimbursed to COUNTY shall be in accordance with the Reversion of Assets Requirements adopted by the Planning Department of the COUNTY which incorporates, and depending on funding amount, may exceed the minimum federal requirements outlined in 24 CFR 570.503(b)(7).
6. **Insurance Requirements:** During the Effective Period defined below, AGENCY will carry coverage for all damage to the real property identified in Section 2 herein, and will specifically list Pinellas County, a political subdivision of the State of Florida, as a loss payee on the policy(s).
7. **Effective Period:** For the purposes of this AGREEMENT, the Effective Period shall commence on the date of this AGREEMENT and expire on December 31, 2024.
8. **Successors and Assigns:** This AGREEMENT shall be properly filed and recorded by the COUNTY in the official public records of Pinellas County, Florida and shall constitute a restriction upon the use of the Property subject to and in accordance with the terms contained herein. The covenants and conditions contained herein shall run with the land and shall bind, and the benefits shall inure, to the AGENCY, its successors, assigns, and all subsequent owners of the Property or any interest therein, during the Effective Period. The AGENCY shall expressly reference the conditions and covenants of this AGREEMENT on any deed or other instrument conveying ownership interest in the Property.

(SIGNATURE PAGE/S FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written. \*Note: Two witnesses are required\*

ATTEST:  
KEN BURKE, CLERK OF CIRCUIT COURT

*Ken Burke*  
Deputy Clerk Signature

**PINELLAS COUNTY, FLORIDA**  
a political subdivision, by and through its  
Board of County Commissioners

By: *Janet C. Long*  
Janet C. Long, Chair

Date: FEBRUARY 14, 2017

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: *Chelsea D. Hardy*  
Chelsea D. Hardy, Assistant County Attorney

ATTEST:

*Kathleen Prossio*  
Witness #1 Signature

Kathleen Prossio  
Print or Type Name

*Cynthia Su*  
Witness #2 Signature

Cynthia Su  
Print or Type Name

**AGENCY: Homeless Emergency Project  
d/b/a Homeless Empowerment Program**

By: *Terrance McAbee*  
Signature

Terrance McAbee CEO  
Name/Title

Date: 2/7, 2017

STATE OF FLORIDA )  
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 7 day of February, 2017 by Terrance McAbee on behalf of the Agency. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.



(NOTARY STAMP/SEAL ABOVE)

*Kathleen P. George*  
Signature

Kathleen P. George  
Name of Notary, typed, printed or stamped