

This instrument prepared by and return to:
Community Development Division
Pinellas County Planning Department
440 Court Street; 2nd Floor
Clearwater, Florida 33756

**RESTRICTION OF USE AGREEMENT
FOR STARTING RIGHT NOW, INC.**

THIS RESTRICTION AGREEMENT (hereinafter AGREEMENT) is entered into this this 24th day of July, 2018, between Pinellas County (COUNTY), whose mailing address is 315 Court Street, Clearwater, Florida 33756, the School Board of Pinellas County, Florida (SCHOOL BOARD), a Florida public school district, with an office at 301 Fourth Street S.W., Largo, Florida 33770, and Starting Right Now, Inc. (TENANT), a Florida not for profit organization, organized under the laws of the State of Florida, including its successors, assigns, and transferees, with an office at 5328 Primrose Lake Circle, Suite A, Tampa, Florida 33647.

WITNESSETH:

WHEREAS, the SCHOOL BOARD owns certain land and facility formerly known as the Harris/TIPS School, located at 4600 Haines Road, St. Petersburg, Florida 33714, hereinafter referred to as the "Property"; and

WHEREAS, TENANT desires to lease, manage and operate the Property for the purpose of providing transitional housing and training facility for unaccompanied youth; and

WHEREAS, Starting Right, Now of Pinellas County, LLC, a Florida limited liability company and a wholly owned subsidiary of TENANT, entered into a four year Lease, Management and Operation Agreement, hereinafter referred to as "Lease" with SCHOOL BOARD on January, 15, 2015; and

WHEREAS, TENANT: (i) currently occupies the Property, operating it as a transitional housing and training facility for unaccompanied youth, as defined by the U. S. Department of Housing and Urban Development as persons under age 25 who are not accompanied by a parent or guardian and are not a parent presenting with or sleeping in the same place as his/her child(ren); and (ii) is obligated under the terms of the Lease for the cost of certain improvements to the Property; and

WHEREAS, on the 24th day of July, 2018, the COUNTY and TENANT entered into an agreement (Specific Performance Agreement CD17SRN) hereinafter referred to as "SPA", whereby the COUNTY agreed to provide up to One Hundred Sixty Three Thousand and NO/100 Dollars (\$163,000.00) in Community Development Block Grant (CDBG) funds to TENANT for improvements located at 4600 Haines Road, St. Petersburg, Florida 33714; and

WHEREAS, in consideration of the funding referenced above, TENANT will perform certain activities and services for the benefit of unaccompanied youth, as further referenced in Section 1 of the Specific Performance Agreement (hereinafter referred to as the "PROJECT").

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 4600 Haines Road, St. Petersburg, Florida 33714, which is further known as:

**HARRIS SCHOOL ADD BLK A, LOTS 1 TO 9 & VAC 16FT ALLEY & UNPLATTED TRACT ADJ ON E DESC
BEG SE COR OF SD LOT 1 BLK A TH N 185.4FT TH SE'LY 322FT(S) ALG S'LY R/W OF HAINES RD TH S
6FT(S) TH W 272FT(S) TO POB**

PARCEL NO. 01/31/16/37080/001/0010

3. **Use Restrictions:** The TENANT and SCHOOL BOARD covenants and agrees that the property described above shall be used to:
- a) Provide transitional housing and training for unaccompanied youth.
 - b) The Property use shall not, during the Effective Period defined below, be altered so as to be in conflict with this section.
 - c) The limitation on use provided above shall run with the land until January 14, 2023. In the event the Lease between the SCHOOL BOARD and TENANT is terminated before this date, TENANT shall reimburse the COUNTY the CDBG funds used for the Project 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).
 - d) If TENANT or SCHOOL BOARD terminate the SCHOOL BOARD'S Lease prior to the expiration date the limitation or use will terminate on the same date as the termination of the SCHOOL BOARD'S Lease.
 - e) In the event that the SCHOOL BOARD'S Lease with the TENANT is extended for additional and successive terms, it is the intention of the parties that this AGREEMENT will continue to run concurrently with the term of the SCHOOL BOARD'S Lease and shall remain in full force and effect for up to a maximum of eleven (11) years from the effective date of this Agreement in compliance with the COUNTY'S Planning Department's Continued Use guidelines.
4. **Sale or Lease Requirements:** SCHOOL BOARD covenants and agrees that SCHOOL BOARD and TENANT will not lease, sublease, assign, convey or encumber the Property without the consent of the County while restrictions provided herein remain in effect.
5. **Default and Remedies:** If TENANT defaults in the performance of any obligation under the SPA 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 TENANT 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, TENANT will carry coverage for all damage to the 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 (or policies).

7. **SCHOOL BOARD and TENANT as applicable represent and warrant to COUNTY:**

- a) **SCHOOL BOARD and TENANT have validly executed this AGREEMENT and the same constitutes the binding obligation of said parties. SCHOOL BOARD and TENANT have full power, authority and capacity to enter into this AGREEMENT, to carry out their respective obligations as described in the AGREEMENT, and to assume responsibility for compliance with all applicable local, state, and federal rules and regulations.**
 - b) **To the best of SCHOOL BOARD'S or TENANT'S knowledge, the making of this AGREEMENT and the SCHOOL BOARD'S and TENANT'S obligations hereunder:**
 - i. **will not violate any contractual covenants or restrictions between SCHOOL BOARD or TENANT and any third party, or affecting the Property;**
 - ii. **will not conflict with any of the instruments that create or establish authority of the SCHOOL BOARD or TENANT;**
 - iii. **will not conflict with any applicable public or private restrictions;**
 - iv. **do not require any consent or approval of any public or private authority which has not already been obtained; and**
 - v. **are not threatened with invalidity or unenforceability by any action, proceeding, or investigation, pending or threatened, by or against SCHOOL BOARD or TENANT without regard to capacity, any person with whom SCHOOL BOARD or TENANT may jointly or severally liable, or the Property or any part thereof.**
 - c) **There is no litigation pending or proceeding known or, to the best of SCHOOL BOARD'S or TENANT'S knowledge, threatened against SCHOOL BOARD or TENANT, which, if adversely determined, could individually or in the aggregate have an adverse effect on title to or the use and enjoyment or value of the Property, or any portion thereof, or which could in any way interfere with the consummation of this AGREEMENT.**
 - d) **There is not pending or, to SCHOOL BOARD'S or TENANT'S best knowledge, threatened against SCHOOL BOARD or TENANT any case or proceeding or other action in bankruptcy, whether voluntary or otherwise, any assignment for the benefit of creditors, or any petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for SCHOOL BOARD or TENANT under any present or future federal, state, or other statute, law, or regulation relating to bankruptcy, insolvency, or relief from debtors.**
8. **Notices required to be given by this AGREEMENT shall be in writing, by certified mail through the United States Postmaster, with copies to be mailed as set forth below. Required certified mail shall also have return receipt requested, addressed to the persons and places specified for giving notice below. Revisions to the names or addresses of those parties to receive notice may be made by either party by providing notice to the other party as provided herein. This in no way impacts the requirement to provide notice to the Board of County Commissioners and to the County Attorney in the manner outlined above.**

Notice shall be forwarded to the following:

For the County:

Mr. Joe Riddle, Grant Projects Manager
Community Development Division
Pinellas County Planning Department
440 Court Street, 2nd Floor
Clearwater, Florida 33756

For the Agency:

Ms. Vicki Sokolik, Founder/Executive Director
Starting Right, Now, Inc.
5328 Primrose Lake Circle, Suite A
Tampa, Florida 33647

For the Property Owner:

Pinellas County Schools
Attn: Deputy Superintendent
301 Fourth Street S.W.
Largo, Florida 33770

With a copy to:

Pinellas County Schools
Real Property Department
11111 South Belcher Road
Largo, Florida 33773-5204

9. The **SCHOOL BOARD**, **TENANT** and **COUNTY** all agree that they have played an equal and reciprocal part in the drafting of this **AGREEMENT** and, therefore, no provisions of this **AGREEMENT** shall be construed by any court or other judicial authority against any party hereto because such party is deemed to have drafted or structures such provisions.
10. This **AGREEMENT** shall be construed, and the rights and obligations of the **COUNTY**, **TENANT** and **SCHOOL BOARD** hereunder shall be determined, in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusive in Pinellas County, Florida, unless prohibited by law.
11. This **AGREEMENT** shall be recorded in the Public Records of Pinellas County, Florida, by the **COUNTY** prior to the release of any funds under the SPA. This **AGREEMENT** shall run concurrent with the Lease and shall be binding on all parties, their heirs, successors, and assigns upon recording. Certified copies of the recorded documents shall be provided to the **SCHOOL BOARD** within ten (10) days of receipt of the recorded **AGREEMENT**.
12. **Effective Period:** For the purposes of this **AGREEMENT**, the Effective Period shall commence on the date this **AGREEMENT** is properly and fully executed and expire on **June 30, 2024**.

IN WITNESS WHEREOF, the **SCHOOL BOARD** and **TENANT** have read and understand the terms set forth and agrees to meet the obligations contained herein by execution of this **AGREEMENT**, in duplicate, this 24th day of July 2018.

(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:

PINELLAS COUNTY, FLORIDA
a political subdivision, by and through its
County Administrator

Della Klug

Witness #1 Signature

By: Mark S. Woodard
Mark S. Woodard, County Administrator

Della Klug

Print or Type Name

Date: September 5, 2018

APPROVED AS TO FORM

Witness #2 Signature

By: Donald Selonky
Office of the County Attorney

Print or Type Name

ATTEST:

TENANT: Starting Right Now, Inc.

Dominique Griffin

Witness #1 Signature

By: Vicki Sokolik
Signature

Dominique Griffin

Print or Type Name

Vicki Sokolik

Print Name/Title

Jalissa Clark

Witness #2 Signature

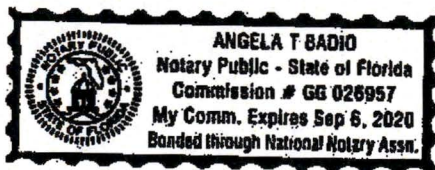
Date: 5/25/18

Jalissa Clark

Print or Type Name

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 25th day of May, 2018 by Vicki Sokolik on behalf of the Agency. He/she is personally known to me or has produced Florida Drivers License as identification and did/did not take an oath.



(NOTARY STAMP/SEAL ABOVE)

Angela T. Badio
Signature

Angela T. Badio
Name of Notary, typed, printed or stamped

(SIGNATURE PAGE/S FOLLOWS)

ATTEST:

Ann L. Simonetti

Witness #1 Signature

Ann L. Simonetti

Print or Type Name

C. Hunt

Witness #2 Signature

Cathy Hunt

Print or Type Name

Approved as to Form:

Mary Wallace

Office of School Board Attorney

The School Board of Pinellas County, Florida

By: Rene Flowers

Name of Authorized Executor

Rene Flowers, School Board Chair

Print or Type Name

Date: JUL 24 2010

