

# LAND USE RESTRICTION AGREEMENT

## PINELLAS COUNTY DEEP WATER HORIZON SETTLEMENT FUNDS RECIPIENT PROGRAM

THIS LAND USE RESTRICTION AGREEMENT (hereinafter known as “**AGREEMENT**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, between Pinellas County (**COUNTY**), whose mailing address is 315 Court Street, Clearwater, Florida 33756 and **Golden Generations, Inc.** having its principal office at 2900 Pallanza Drive South, St. Petersburg, FL 33705, a foreign not-for-profit corporation registered in the State of Florida, including its successors, assigns, and transferees (**AGENCY**).

### WITNESSETH:

WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_, 2017 the **COUNTY** and the **AGENCY** entered into an agreement (Funding Agreement) whereby the **COUNTY** agreed to provide up to One Hundred Thousand and NO/100 Dollars (\$100,000.00) in Deepwater Horizon Settlement Funds to the **AGENCY**; and,

WHEREAS, in consideration of the funding referenced above, the **AGENCY** will provide housing and life skills training as further referenced in Section 2 of the Funding Agreement (hereinafter referred to as the “**PROJECT**”); and

WHEREAS, as a condition of receipt of these funds, the **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 2920 Pallanza Drive South, St. Petersburg, FL 33705, which is further known as:

**PALLANZA PARK REPLAT BLK 12, N 67FT OF LOT 22, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.**

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 the property described above shall be used to
  - a. Provide housing and life skills training to Youth Aging Out of Foster Care.

- b. The **AGENCY** shall not, during the Effective Period defined below, alter the use of the Property so as to be in conflict with this section.
4. **Sale or Lease Requirements:** The **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 the Property, 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 the **AGENCY** to reimburse to the **COUNTY** funds used for the **PROJECT**. The amount to be reimbursed to the **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, the **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).
- a) The **FUNDS RECIPIENT** shall procure, pay for and maintain insurance coverage per Attachment A Insurance Requirements.
  - b) The Property Insurance requirements, as described in Attachment D, shall survive the expiration of this **AGREEMENT**.
  - c) The **FUNDS RECIPIENT** shall furnish **COUNTY**, or its designee, with properly executed Certificate of Insurance which shall clearly evidence all insurance required in this section prior to commencement of Project. The certificates will, at a minimum, list exclusions, limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be cancelled or allowed to expire except on thirty (30) days prior written notice to the **COUNTY**.
7. **Effective Period:** For the purposes of this **AGREEMENT**, the Effective Period shall commence on the date of this **AGREEMENT** and expire on **September 30, 2027**.
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

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

\_\_\_\_\_  
Deputy Clerk Signature

By: \_\_\_\_\_  
Janet C. Long, Chair

Date: \_\_\_\_\_, 2017

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: \_\_\_\_\_  
Carl Brody, Senior Assistant County Attorney

ATTEST:

**AGENCY: Golden Generations, Inc.**

\_\_\_\_\_  
Witness #1 Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Witness #2 Signature

Date: \_\_\_\_\_, 2017

\_\_\_\_\_  
Print or Type Name

STATE OF FLORIDA  
COUNTY OF PINELLAS

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

\_\_\_\_\_  
Signature

(NOTARY STAMP/SEAL ABOVE)

\_\_\_\_\_  
Name of Notary, typed, printed or stamped