

**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 2nd day of October, 2017, between Pinellas County (**COUNTY**), whose mailing address is 315 Court Street, Clearwater, Florida 33756 and **WestCare Gulf Coast- Florida, Inc.**, having its principal office at 100 Second Avenue South, Suite 901 South, St. Petersburg, Florida 33701, 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 2nd day of October, 2017, the **COUNTY** and **AGENCY** entered into an agreement (Specific Performance Agreement **CD17WC**) whereby the **COUNTY** agreed to provide up to **Ninety Thousand and NO/100 Dollars (\$90,000.00)** 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- and moderate-income individuals, as further referenced in Section 1 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 1735 Dr. Martin Luther King Jr. Street South, St. Petersburg, Florida 33705. , which is further known as:

**Lots 1, BLOCK 1 FAMILY AND SUBSTANCE ABUSE SERVICE CENTER REPLAT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 122, PAGE 10, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA**

**AND**

**LOT 17 OF AN UNNAMED PLAT KNOWN AS "SUNNYSIDE SUBDIVISION", AS RECORDED IN PLAT BOOK 1, PAGE 17, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.**

**PARCEL NO#.: 25/31/16/27449/001/0010**

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 the property described above shall be used to:
  - a. Provide services to individuals undergoing residential treatment for mental health and substance abuse disorders. Additionally, **AGENCY** shall ensure that 51% of the beneficiaries of the services provided are low- and moderate-income households whose income does not exceed 80% of Area Median Income, as defined by the U.S. Department of Housing and Urban Development.
  - 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:** **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 **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 (or policies).
  
7. **Effective Period:** **Effective Period:** For the purposes of this AGREEMENT, the Effective Period shall commence on the date of this AGREEMENT and expire on **September 30, 2028**.
  
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:

Della Klug  
\_\_\_\_\_  
Witness #1 Signature

Della Klug  
\_\_\_\_\_  
Print or Type Name

s/Jo Lugo  
\_\_\_\_\_  
Witness #2 Signature

Jo Lugo  
\_\_\_\_\_  
Print or Type Name

PINELLAS COUNTY, FLORIDA

a political subdivision, by and through its  
County Administrator

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

Date: October 2, 2017

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

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

ATTEST:

Ronda Lieberman  
\_\_\_\_\_  
Witness #1 Signature

Ronda Lieberman  
\_\_\_\_\_  
Print or Type Name

Renee Salyers  
\_\_\_\_\_  
Witness #2 Signature

Renee Salyers  
\_\_\_\_\_  
Print or Type Name

AGENCY: WestCare Gulf Coast- Florida, Inc.

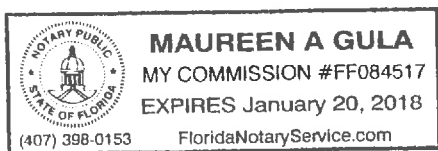
By: James A. Dates  
Signature

James A. Dates, V.P.  
\_\_\_\_\_  
Name/Title

Date: 9/21/17, 2017

STATE OF FLORIDA )  
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 21 day of September, 2017 by James Dates 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)

Maureen A. Gula  
\_\_\_\_\_  
Signature

Maureen A. Gula  
\_\_\_\_\_  
Name of Notary, typed, printed or stamped