

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 **Metropolitan Charities, Inc. d.b.a. Metro Wellness & Community Centers**, having its principal office at 3251 3rd Avenue North, Suite 125, St. Petersburg, FL 33713, 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 ____ day of _____, 2017 the COUNTY and AGENCY entered into an agreement (Funding Agreement) whereby the COUNTY agreed to provide up to One Hundred and Fifty Thousand and NO/100 Dollars (\$150,000.00) in Deepwater Horizon Settlement Funds to AGENCY; and

WHEREAS, in consideration of the funding referenced above, AGENCY will perform certain health and wellness activities and services, including HIV medical care, 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, 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 3251 3rd Avenue North, St. Petersburg, FL 33713, which is further known as:

PART OF NW 1/4 OF NW 1/4 OF SEC 23-31-16 DESC COM NW SEC COR TH S00D08'36"W 937.11FT TH N89D48'17"E 440.01FT FOR POB TH N00D08'36"E 444.55FT TH N89D29'E 294.19FT TH S00D05'34"E 446.19FT TH S89D48'17"W 296.02FT TO POB CONT 3.01AC, 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 health, wellness and HIV services.
 - 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 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). See Attachment A, insurance requirements.
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 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

By: _____
Office of the County Attorney

ATTEST:

AGENCY: Metropolitan Charities, Inc.

Witness #1 Signature

By: _____
Signature

Tracy Rader

Print or Type Name

Name/Title

Witness #2 Signature

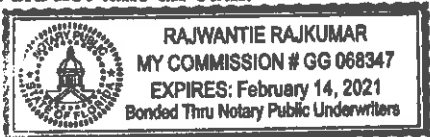
Date: March 13., 2017

Brent Sparks

Print or Type Name

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 13 day of March, 2017 by Lorraine Langlois 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

Rajwantie Rajkumar

Name of Notary, typed, printed or stamped

(NOTARY STAMP/SEAL ABOVE)