

## 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 5 day of September, 2019 (the "Effective Date"), between **Pinellas County (COUNTY)**, a political subdivision of the State of Florida, having its principal office at 315 Court Street, Clearwater, Florida 33756, and **High Point Community Pride, Inc., d/b/a High Point Neighborhood Family Center** (hereinafter **AGENCY**), a Florida not-for-profit corporation organized under the laws of the State of Florida, including its successors, assigns, and transferees, having its principal office 5812 – 150<sup>th</sup> Avenue North, Clearwater, FL 33770:

WITNESSETH:

WHEREAS, on February 27, 2019, the **COUNTY** and **AGENCY** entered into Specific Performance Agreement **CD18HPNFC**, whereby the **COUNTY** provided **\$21,200.00 (Twenty-One Thousand, Two Hundred and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to **AGENCY** for renovations to the facility located at 5812 – 150<sup>th</sup> Avenue North, Clearwater, Florida; and

WHEREAS, the **COUNTY** and **AGENCY** amended Specific Performance Agreement **CD18HPNFC**, whereby the **COUNTY** provided **AGENCY** additional CDBG funding in the amount of **\$16,480.00 (Sixteen Thousand, Four Hundred Eighty and NO/100 Dollars)** to complete the renovation activities; and

WHEREAS, the additional funding increases the total CDBG investment to **\$37,680.00 (Thirty-Seven Thousand, Six Hundred Eighty and NO/100 Dollars)**, a CDBG investment amount that requires a land use restriction agreement be executed to restrict the use of the property; 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 Specific Performance Agreement **CD18HPNFC** (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 (hereinafter the "Property") subject to this AGREEMENT is 5812 – 150<sup>th</sup> Avenue North, Clearwater, FL 33770, which is further known as:

A portion of the East ½ of Lot 1, in the Northeast ¼ of Section 5, Township 30 South, Range 16 East, according to the PLAT OF PINELLAS GROVES, INC. as recorded in Plat Book 1, page 55 , Public Records of Pinellas County, Florida; commence at the Northeast Corner of the Northeast ¼ of Section 5, Township 30 South, Range 16 East, Pinellas County, Florida; thence North 89 deg. 17' 30" West, along the North Boundary of said Northeast ¼, also being the North boundary of Lot 1, said NE ¼, Pinellas Groves, as recorded in Plat Book 1 page 55, Public Records of Pinellas County, Florida; a Distance of 207.95 feet; thence South 00 deg. 23' 25" East, A distance of 30.00 Feet to the point of beginning; thence South 89 deg. 17' 30" East, Parallel with and 30.00 feet South of the North Boundary of said Northeast ¼, a distance of 143.62 feet; thence South 50 deg. 24' 21" East; a distance of 33.01 feet; thence South 02 deg., 21' 24" East parallel with and 30.00 feet West of the East Boundary of said Northeast ¼, a distance of 149.45 feet; thence North 89 deg. 17' 30" West, a distance of 174.05 feet; thence North 00 deg. 22' 13" West, a distance of 169.99 feet to the point of beginning.

**PARCEL NO#.: 05/30/16/70920/100/0101**

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 community services to residents within the Greater High Point neighborhood. The **AGENCY** shall ensure that 51% of the beneficiaries of the services provided are low- to 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:** For the purposes of this AGREEMENT, the Effective Period shall commence on the date of full execution of this AGREEMENT (the "Effective Date") 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:

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

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

By: Barry A. Burton  
\_\_\_\_\_  
Barry A. Burton, County Administrator

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

Date: September 5, 2019

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

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

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

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

ATTEST:

AGENCY: High Point Community Pride, Inc. d/b/a  
High Point Neighborhood Family Center

[Signature]  
\_\_\_\_\_  
Witness #1 Signature

By: [Signature]  
\_\_\_\_\_  
Signature

Stefan C. Minson  
\_\_\_\_\_  
Print or Type Name

Margo Adams, Executive Director  
\_\_\_\_\_  
Name/Title

[Signature]  
\_\_\_\_\_  
Witness #2 Signature

Date: 9-4-19

Letesha Ousley  
\_\_\_\_\_  
Print or Type Name

STATE OF FLORIDA )  
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of September, 2019 by Margo Adams on behalf of AGENCY. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.



(NOTARY STAMP/SEAL ABC)

Cuvette Robinson  
\_\_\_\_\_  
Signature

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