

Prepared by and return to:
Real Estate Management Dept.
Real Property Division
509 East Avenue South
Clearwater, FL 33756

CONTRACT FOR SALE AND PURCHASE

This Real Property Contract for Sale and Purchase ("Contract") made and entered into this ____ day of _____, 2018 between PINELLAS COUNTY, whose address is 509 East Avenue South, Clearwater, Florida 33756, a political subdivision of the State of Florida, hereinafter referred to as "SELLER" and Habitat for Humanity of Pinellas County, Inc. whose address is 13355 49th Street North, Clearwater, Florida 33762, hereinafter referred to as "BUYER", hereinafter jointly referred to as the "Parties".

WHEREAS, SELLER has determined that the real property as described herein "Property" is surplus; and SELLER solicited competitive bids for the property pursuant to Pinellas County Invitation to Bid, No.:167-0251-RN (RG) (hereinafter Invitation to Bid); and

WHEREAS, BUYER has represented to SELLER that BUYER is able to satisfactorily adhere to the terms and conditions of the Invitation to Bid, which are incorporated herein by reference, and the terms and conditions contained therein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. DESCRIPTION OF THE PROPERTY: In consideration of the payment hereinafter agreed to be paid by the BUYER to the SELLER, and in consideration of the covenants of the respective parties hereto, the SELLER does hereby agree to sell and the BUYER does hereby agree to buy the property, including the development rights, littoral, riparian rights, and mineral rights per Florida Statutes Section 270.11(3), (hereinafter referred to as the "Property"), the legal description of which is:

Attached as Exhibit "A" hereto and made a part hereof.

2. PURCHASE PRICE: BUYER agrees to purchase the Property and the SELLER agrees to sell the Property at the price of \$75,000.00 (Seventy Five Thousand Dollars) (PURCHASE PRICE) subject to adjustment and proration, as may be applicable, payable by certified funds or wire transfer funds at Closing.

3. DEPOSIT: SELLER acknowledges that the BUYER has NOT made a deposit with Seller.

4. TIME FOR ACCEPTANCE: BUYER shall deliver this Contract to SELLER within thirty (30) business days after notification of winning bid. If BUYER fails to do so, the bid will be null and void.

5. EFFECTIVE DATE: The effective date of this Contract ("Effective Date") shall be the date when the contract is approved and accepted by both parties.

6. CLOSING DATE: This transaction shall be closed on or before ninety (90) days after the Effective Date of this contract. In the event that BUYER is not able to complete its due diligence on the Property within this ninety (90) day period, BUYER may make a written request to have the Closing Date deferred. Such a request will be granted upon the sole and reasonable discretion of the SELLER, by and through its Director of Real Estate Management.

7. DUE DILLIGENCE/INSPECTION: BUYER shall have the right, prior to closing, to send or to come upon the Property at reasonable times, upon reasonable prior notice to SELLER with its independent contractors, employees, engineers, and other personnel to inspect and conduct non-invasive testing upon the Property to determine whether the Property is acceptable to BUYER. BUYER, in its reasonable discretion, may cancel this Contract at any time on or prior to the sixtieth (60th) day following the Effective Date, based upon the findings of any and all environmental inspections, reports, property assessments, or other such information to the extent that the same indicate an issue with or condition of the Property that has or could reasonably be expected to have a material adverse impact on the Property, or BUYER's interest therein. BUYER shall indemnify and hold SELLER harmless from and against any and all losses, costs and/or expenses that may be incurred by SELLER as a result of any injuries to persons or damage to the Property resulting from any inspections, tests or entry upon the Property by BUYER. BUYER shall repair any damage to the Property caused by BUYER or its agents as a result of such inspections. Neither this provision, nor any other provision in this Contract, shall be construed as a waiver of BUYER's sovereign immunity pursuant to §768.28, Florida Statutes.

8. RIGHT TO CANCEL: If BUYER determines that the Property is not acceptable due to the reasons listed in section 7 herein, BUYER shall notify the SELLER in writing of its intent to cancel the Contract on or before the expiration date of the due diligence period and have any deposit(s) paid to the SELLER returned to the Buyer, which shall be BUYER's sole remedy, or continue to closing of the property as-is, without offset or reduction in price. If BUYER fails to notify seller within said time, BUYER shall be deemed to have accepted the condition of the property.

9. POSSESSION: SELLER represents that at the time of closing there will be no parties in possession other than SELLER and SELLER agrees to deliver possession of the Property, subject to the reservation by the SELLER of any public easements, or any other conditions/terms agreed upon in writing by the Parties.

10. TITLE INSURANCE: SELLER does not provide title insurance; however, BUYER may procure it at BUYER's sole expense.

11. SURVEY: BUYER may procure a survey at BUYER's sole expense.

12. EXPENSES: SELLER is exempt from paying State documentary stamps taxes as provided for in Florida Statutes § 201.02. BUYER shall pay for any State documentary stamps required to be affixed to the deed, and the cost of recording, together with the cost of recording any corrective instruments, and any such other expenses assigned to BUYER in the closing of this Contract. Values for recording purposes shall be the PURCHASE PRICE set out herein.

13. CLOSING DOCUMENTS: Prior to closing, BUYER shall furnish for SELLER's review, a Closing Statement. At closing, SELLER will execute and deliver to BUYER a County Deed pursuant to §125.411, Florida Statutes, conveying the Property to BUYER, subject to any and all easements and restriction of record, and any other documents necessary for the closing of this transaction. Additionally, BUYER agrees to execute any and all others related agreements to effectuate the development conditions herein as determined necessary by the SELLER.

14. PLACE OF CLOSING: Closing shall be held in the county where the Property is located, and at the office of the attorney or other location as designated by the SELLER.

15. TIME: Time is of the essence as to this Contract. Any reference herein to time periods shall refer to calendar days, and any time period provided for herein which shall end on a Saturday, Sunday or County or legal holiday shall extend to 5:00 p.m. of the next full business day.

16. RESTRICTIONS, EASEMENTS, AND LIMITATIONS: BUYER shall take title subject to: zoning regulations, restrictions, prohibitions and other requirements imposed by governmental authorities including, but not limited to, the Declaration of Restrictive Covenant recorded in Official Records Book 19041 pages 585-592 of the Public Records of Pinellas County, Florida and attached hereto as Exhibit "B"; the affordable housing development requirements as described in the Land Use Restriction Agreement attached as Exhibit "C"; plat or other subdivision restrictions; easements of record and any permits to which the Property may be subject.

17. TAXES, FEES, AND ASSESSMENTS: BUYER shall be fully liable and responsible for the payment of any and all taxes, fees, and special assessments due on the property from the date of closing and subsequent years thereafter.

18. SUCCESSORS AND ASSIGNS: This Contract may not be assigned by BUYER without SELLER's prior written consent, which consent may be given or withheld by Seller in its sole discretion. The covenants, provisions and agreements herein contained, shall in every case be binding on and inure to the benefit of the parties hereto respectively, and their respective heirs, executors, administrators, successors and assigns, except that the BUYER's right to assign its interest under this contract shall be subject to the written consent of SELLER as provided herein.

19. DEFAULT/REVERSIONARY INTERESTS: Unless otherwise agreed to in writing the following applies 1.) If BUYER fails to perform any of the covenants and agreements set herein, BUYER is in default, and SELLER may terminate this Contract and retain the Deposit as its sole remedy, whereupon this Contract shall thereafter terminate and become null and void and all parties hereto shall be relieved of any and all further obligations and liabilities to each other under this Contract. 2.) If SELLER fails to perform any of the SELLER's covenants and agreements set forth in this Contract as specified herein, SELLER is in default and BUYER may terminate this Contract and receive the return of the Deposit in full settlement of all claims for damages occasioned by SELLER's default, whereupon this Contract shall terminate and become null and void and all parties hereto shall be relieved of any and all further obligations and liabilities to each other under this Contract. In the event of a default subsequent to closing, the lot(s) underlying the default shall revert to and thereafter become fee simple real estate owned by the SELLER, as further described in Exhibit "B".

20. DISCLAIMER, WARRANTIES AND REPRESENTATIONS BUYER acknowledges and agrees that to the maximum extent permitted by law and in equity, the sale of

the Property is made on an As-Is, Where-Is basis. BUYER acknowledges and agrees that except for the express representations and warranties set forth herein, SELLER has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind, character or nature whatsoever with respect to or in any way related to the Property or BUYER's use thereof, including but not limited to any structures or improvements thereon, the development rights available for the Property, the zoning or land use designation for the Property, the suitability of the Property for Buyer's intended use, or the subsurface soil conditions, except as otherwise set out herein.

21. OTHER AGREEMENTS; CONSTRUCTION OF THIS CONTRACT: No other agreements or representations shall be binding upon BUYER or SELLER unless included in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties hereto. Typewritten or handwritten provisions inserted herein or attached hereto as addenda shall control all printed provisions of Contract in conflict therewith as long as both parties agree in writing to same by initials of authorized agents. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

22. RELATIONSHIP OF THE PARTIES: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or a partnership or joint venture between the parties hereto, and nothing contained herein shall be deemed to create any relationship other than the relationship of BUYER and SELLER.

23. NOTICES: Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be deemed to have been properly given and received when delivered in fact to the other proper party or when deposited if sent by United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, or by air express mail, such as Federal Express, whether accepted or refused, to the address set out below or at such other address as is specified by written notice so given in accordance herewith. Notices may also be given by electronic transmission and shall be deemed to have been given and received on the date of such transmission. All notices and requests required or authorized hereunder shall be delivered as aforesaid to the representative parties hereto as follows:

As to BUYER:

Habitat for Humanity of Pinellas County
Attn: Mike Sutton
13355 49th Street N.
Clearwater, FL 33762
Telephone: (727) 536-4755
Email: msutton@habitatpinellas.org

As to SELLER:

Pinellas County Real Estate Division
Attn: Real Property Manager
509 East Avenue South
Clearwater, FL 33756
Telephone: (727) 464-3496
Fax: (727) 464-5251

24. SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity of any other provision of this Contract, and the Contract shall be amended only to the extent necessary to bring it within the requirements of the law.

25. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Proper venue shall be in Pinellas County, Florida, or the nearest location having jurisdiction.

26. WAIVER: The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of such provision or any other provision hereof. No waiver shall be binding unless executed in writing by the party making the waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Contract by the other party shall not be deemed a waiver of said term, covenant, or condition.

THE BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have hereunto fully executed this real estate contract the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Executed by BUYER on: 6/11, 2018

WITNESSES:

BUYER:

By: Cecilia Gonzalez

By: [Signature]

Print Name: Cecilia Gonzalez

Print Name: Michael Sutton, CEO

By: [Signature]

Print Name: Laurie Boordman

Executed by SELLER on: _____, 20__

ATTEST:

SELLER:

KEN BURKE
Clerk of the Circuit Court

PINELLAS COUNTY, FLORIDA,
by and through its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chairman

(OFFICIAL SEAL)

THE TERMS SPECIFIED HEREIN ARE SUBJECT TO APPROVAL IN OPEN SESSION BY
THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, FLORIDA.

APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney

Exhibit A

Property Description

Parcel ID # 08/30/15/96282/001/0190
Parcel ID # 08/30/15/96282/001/0200
Parcel ID # 08/30/15/96282/001/0210
Parcel ID # 08/30/15/96282/001/0220
Parcel ID # 08/30/15/96282/001/0230
Parcel ID # 08/30/15/96282/001/0240

Exhibit B: Dansville North Landfill Recorded Restrictive Covenant

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2018001970 01/05/2016 at 01:28 PM
OFF REC BK: 19041 PG: 585-582
DocType:RST

This instrument prepared by:
Pinellas County Real Estate Management Department
509 East Avenue S.
Clearwater, FL 33756

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made by the *Pinellas County Board of County Commissioners* (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real Property situated in the County of Pinellas, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Property").

Legal Description

See attached legal description and survey sketch, Exhibit A.

B. The FDEP Facility Identification Number for the Property is **COM_222007,BF520801001** **FDEP Project # 272756**. The facility name at the time of this Declaration is *Dansville North Historic Landfill Site*.

C. The presence of solid waste and contaminated soil on the Property is documented in the following reports that are incorporated by reference:

1. *Phase II Site Assessment Report dated May 22, 2008, submitted by Chastain Skillman, Inc. and*
2. *Test Pit Investigation Report dated September 16, 2008, submitted by Chastain Skillman, Inc., and*
3. *Interim Source Removal Proposal dated April 28, 2010, submitted by Chastain Skillman, Inc., and*

4. *Interim Source Removal Proposal Addendum No. 1 dated July 16, 2010, submitted by Chastain Skillman, Inc., and*
5. *Interim Source Removal Proposal Addendum No. 2 dated July 28, 2010, submitted by Chastain Skillman, Inc., and*
6. *Interim Source Removal Report dated March 29, 2011, submitted by Chastain Skillman, Inc., and*
7. *Preliminary Site Assessment Report dated June 8, 2011, submitted by Chastain Skillman, Inc., and*
8. *Supplemental Site Assessment Report Addendum dated April 24, 2012, submitted by Environmental Consulting & Technology, Inc., and*
9. *Supplemental Site Assessment Report Addendum II dated November 27, 2012, submitted by Environmental Consulting & Technology, Inc., and*
10. *No Further Action with Conditions Proposal or Site Rehabilitation Completion Report dated October 1, 2014 submitted by Environmental Consulting & Technology, Inc.*

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located on the Property. These reports confirm that contaminated soil as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Property. Also, these reports document that groundwater contamination has not been documented at the site; that dieldrin and benzo(a)pyrene have been adequately delineated in the soil and are limited to the Property at levels above the residential direct exposure soil cleanup target levels, but below the industrial soil cleanup target level. This Declaration imposes restrictions limiting the land use of the Property to residential use based on the groundwater and soil restrictions defined below.

E. It is the intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. The FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of *dieldrin* or *benzo(a)pyrene* increase above the levels approved in the Order, or if a subsequent discharge occurs at the Property, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. COM_222007, BF52801001 can be found by contacting the FDEP Southwest District office.

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that an Order be obtained and that the Property be held subject to certain restriction, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce the FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR allows residential development with the following restrictions and requirements:

GROUNDWATER USE RESTRICTIONS:

a. There shall be no use of groundwater under the Property. There shall be no drilling for water conducted on the Property, nor shall any wells be installed on the Property other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM) in addition to any authorizations required by the Division of Water Resources Management (DWRM) and the Water Management Districts. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Property. For any dewatering activities, a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of an extracted groundwater that may be contaminated.

SOIL RESTRICTIONS AND REQUIREMENTS:

a. The Property shall be permanently covered and maintained with a minimum of two (2) feet of clean and uncontaminated soil that prevents human exposure (hereinafter referred to as "the Engineering Control"). An Engineering Control Maintenance Plan (ECMP) relating to FDEP Facility No. COM 222007, dated October, 2015, prepared by Arcadis U.S. Inc., has been approved by FDEP. The ECMP specifies the frequency of inspections and monitoring for the Engineering Control and the criteria for determining when the Engineering Control has failed. The Engineering Control shall be maintained in accordance with the ECMP as it may be amended upon the prior written consent of the Department. The ECMP, as amended, relating to FDEP Facility No. COM 222007 can be found by contacting the FDEP Southwest District office.

b. Excavation and construction deeper than two feet below land is not prohibited on the Property provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C., and any other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities, a plan pre-approved by FDEP's Division of Waste Management must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Property at reasonable times and with reasonable notice to the GRANTOR.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its

right in the event of the failure of the GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and the FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If the GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, the GRANTOR agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both GRANTOR and the FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

IN WITNESS WHEREOF, Pinellas County Board of County Commissioners has executed this instrument, this 7 day of Dec, 2015

GRANTOR
Pinellas County, Florida

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

Signed, sealed and delivered in the presence of:

Della Kly Date: 12/7/15

Witness

Print Name: Della Kly

Jo A. Lugo Date: 12/7/15

Witness

Print Name: Jo A. Lugo

STATE OF FLORIDA

APPROVED AS TO FORM

COUNTY OF PINELLAS

By: Michael A. Zao
Office of the County Attorney

The foregoing instrument was acknowledged before me this 7th day of Dec, 2015, by
Mark S. Woodard

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____



Alexis Sergeant
Signature of Notary Public

Approved as to form by:

Toni Sturtevant

Toni Sturtevant, Asst. General Counsel
Florida Department of
Environmental Protection
Office of General Counsel

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION
By:

Mary E. Yeargan

MARY YEARGAN
Director of District Management

Dept. of Environmental Protection
Southwest District
13051 North Telecom Parkway
Temple Terrace, Florida 33637-0926

Signed, sealed, and delivered in
in the presence of:

Janis E. Arzola

Witness Signature

V

Printed Name

12/18/2015

Date

Tina Madrid

Witness Signature

TINA MADRID

Printed Name

12/18/2015

Date

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of December
2015, by MARY YEARGAN, who is personally known to me.



Rhonda Hughes

Notary Public, State of Florida at Large

Exhibit "A"

Legal Description

Parcel 08/30/15/96282/001/0190

Lot 19, Block "A", WEST COAST SUBDIVISION, according to the plat thereof, as recorded in Plat Book 27, Page 49, Public Records of Pinellas County, Florida. LESS the South 10 feet and LESS the West 10 feet of said Lot 19, as conveyed to Pinellas County by General Warranty Deeds recorded in O.R. Book 10278, Page 1082 and O.R. Book 10278, Page 1083, Public Records of Pinellas County, Florida.

Parcel 08/30/15/96282/001/0200

Lot 20, Block "A", WEST COAST SUBDIVISION, according to the plat thereof, as recorded in Plat Book 27, Page 49, Public Records of Pinellas County, Florida. LESS the West 10 feet of said Lot 20, as conveyed to Pinellas County by General Warranty Deed recorded in O.R. Book 10278, Page 1082 Public Records of Pinellas County, Florida.

Parcel 08/30/15/96282/001/0210

Lot 21, Block "A", WEST COAST SUBDIVISION, according to the plat thereof, as recorded in Plat Book 27, Page 49, Public Records of Pinellas County, Florida.

Parcel 08/30/15/96282/001/0220

Lot 22, Block "A", WEST COAST SUBDIVISION, according to the plat thereof, as recorded in Plat Book 27, Page 49, Public Records of Pinellas County, Florida.

Parcel 08/30/15/96282/001/0230

Lot 23, Block "A", WEST COAST SUBDIVISION, according to the plat thereof, as recorded in Plat Book 27, Page 49, Public Records of Pinellas County, Florida.

Parcel 08/30/15/96282/001/0240

Lot 24, Block "A", WEST COAST SUBDIVISION, according to the plat thereof, as recorded in Plat Book 27, Page 49, Public Records of Pinellas County, Florida.

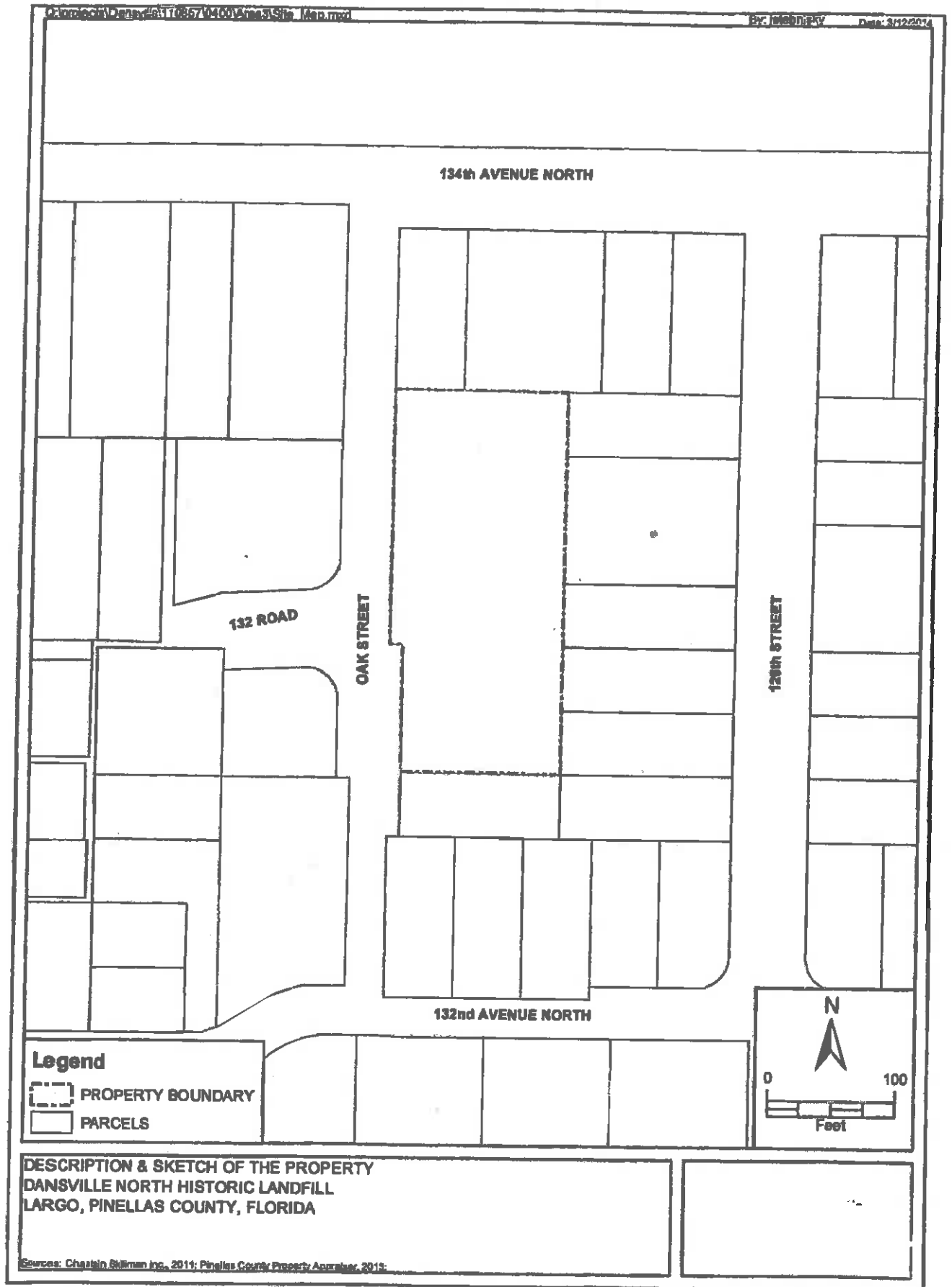


Exhibit C

LAND USE RESTRICTION AGREEMENT
Community Development Block Grant Program (CDBG)
Pinellas County Affordable Housing Development

THIS LAND USE RESTRICTION AGREEMENT (hereinafter known as "AGREEMENT") is entered into as of the _____ day of _____, 2018 (Effective Date), between **Pinellas County (COUNTY)**, whose mailing address is 315 Court Street, Clearwater, Florida 33762 and **Habitat for Humanity of Pinellas County, Inc.**, having its principal office at 13355 49th Street North, Clearwater, Florida 33762, 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 _____, 2018, the COUNTY conveyed real property (Property) to the AGENCY to construct affordable homeownership housing in the community known as Dansville located in the County of Pinellas, State of Florida; and

WHEREAS, AGENCY acknowledges it is necessary to comply with the requirements of the **Community Development Block Grant Program (CDBG)** from which said Property was purchased, surplus and donated to the AGENCY; and

WHEREAS, in consideration of the Property conveyed to AGENCY, AGENCY covenants and agrees that in connection with the acquisition and/or construction, rehabilitation and ownership of the Property, AGENCY will comply, and will require any subsequent purchasers of the Property to comply with the following covenants and restrictions on the use of the Property; and

WHEREAS, as a condition of receipt of the Property, AGENCY agrees 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 subject to this AGREEMENT (hereinafter the "Property") is known as:

LEGAL DESCRIPTION

[INSERT LEGAL DESCRIPTION]

3. **Affordability of Assisted Units.** During the Affordability Period, as defined in Section 6 (Affordability Period), the single family home to be developed on the Property shall be a CDBG assisted unit.

This unit shall be sold to buyers whose annual household income does not exceed 80% of the Area Median Income at the time of purchase. Future re-sale of assisted units shall also be limited to buyers whose annual household income does not exceed 80% of the Area Median Income. Annual household income for the purpose of this Agreement shall be as defined by the US department of Housing and Urban Development, adjusted for family size. For the duration of the Affordability Period, the Property shall be operated as affordable residential ownership single family housing, and may not be used as, or converted to rental housing or other residential or business use.

4. **Purchase Prices.** The purchase price of the CDBG-assisted unit may not exceed the actual, total cost of developing the unit or the certified appraised value of the improved property, to be determined no earlier than six months prior to the time of the sale of the unit, whichever is less.
5. **Homebuyer Rules.** For the duration of the Affordability Period, the CDBG-assisted unit shall be sold to buyers whose annual household income does not exceed those required in Section 3 (Affordability of Assisted Units) herein. Buyers must occupy the CDBG-assisted unit as their primary residence. Buyers shall not be permitted to rent or lease the units at any time during the Affordability Period; exceptions can be made for active duty military families. These requirements apply to the initial unit sale as well as future resales for the duration of the Affordability Period; therefore, the AGENCY shall assure that all initial buyers sign a Land Use Restriction Agreement (LURA), Affidavit, Mortgage with right to repurchase or other County-approved restriction stipulating the homebuyer rules as a part of any written agreement for unit purchase. Such agreement shall be submitted to the COUNTY or its designee for approval; prior to the sale of the subject unit.
6. **Affordability Period.** For the purpose of this Agreement, the Affordability Period shall be Five (5) years. The Affordability Period shall commence on the day that the Property is conveyed by AGENCY to an eligible homebuyer and end on the last day of the year, Five (5) years thereafter, or at such time as the value of the land donation has been repaid, whichever is longer. COUNTY and AGENCY agree that the value of the donated land (Land Only Value) is determined to be \$2.00 per square foot.

Upon the initial sale of each assisted unit, the AGENCY, at AGENCY'S sole expense, shall have properly filed and recorded in the official public records of Pinellas County, a Land Use Restriction Agreement (LURA), Affidavit, Mortgage with right to repurchase or other COUNTY-approved restriction for that unit which shall include restrictions upon the use, sale and resale of the unit for the duration of the Affordability Period, subject to and in accordance with the covenants and terms contained herein. The AGENCY shall submit the form of this document for approval by the COUNTY prior to finalizing any sale.

7. **Buyer Incomes.** The AGENCY shall determine and verify the Income Eligibility of homebuyer in accordance with CDBG Programs, or by an alternative method pre-approved by the COUNTY for the Project. The AGENCY shall calculate gross annual income by annualizing verified sources of income to be received by the household during the twelve (12) months following the effective date of the determination. The AGENCY shall obtain COUNTY verification and approval of potential buyer income eligibility a minimum of twenty-one (21) days prior to finalizing any sale.

8. **Nondiscrimination.** Neither the AGENCY nor its appointees or assigns shall discriminate, as defined by state or federal statute, or by local ordinance, on the basis of race, color, age, sexual orientation, familial status, disability, religion, or national origin in the selection of prospective homeowners or in connection with the employment or application for employment of persons for the construction of the Property.
9. **Liens, Charges, Taxes, and Assessments.** During the Period of Affordability, AGENCY or its successors or assigns will promptly pay, and will require any subsequent purchasers of the Property to promptly pay all taxes, assessments, charges, fines, and impositions attributable to the Property, including all improvements thereto, including mechanics liens, homeowner association or community association dues, fees and assessments, if any. Non-payment of charges described in this paragraph will constitute a default of this AGREEMENT.
10. **Monitoring and Inspection.** The AGENCY shall permit the COUNTY or its designee to inspect all records pertaining to determination of income eligibility and qualification of the selected buyer of the subject property prior to scheduling a closing on the sale of the subject property to that buyer, and shall submit to the COUNTY, no later than thirty (30) days following closing, such records and documentation as required by the COUNTY to document compliance with this Agreement and CDBG Program rules.
11. **Development Conditions.** AGENCY must construct a residential single-family detached house, which must be built in accordance with all applicable building, land use and zoning regulations. Houses must meet the following minimum size and design requirements; 1,200 square feet, 3 bedrooms, 2 bathrooms, and enclosed garage.
12. **Assurance of Public Purpose.** AGENCY must obtain building permits and commence construction, including on-site construction activities within two (2) years of the date of the deed (closing date) conveying Property from COUNTY to AGENCY. AGENCY may be granted an extension of time for good cause at the sole discretion and with the written consent of COUNTY. Buyer must complete construction including obtaining a certificate of occupancy (CO) within three (3) years of the closing date.

Should AGENCY materially default on the terms and conditions incorporated herein before the Property is conveyed to an income-eligible buyer, or if AGENCY is unable or unwilling to develop the Property in accordance with the terms and conditions incorporated herein, AGENCY agrees that the Property shall revert to the COUNTY in fee simple real estate. Upon such reversion, AGENCY shall be responsible to satisfy any and all liens placed on the Property or improvements thereto as a result of AGENCY'S actions or direction at AGENCY'S sole cost and expense. Further, the COUNTY reserves the right to remove AGENCY improvements at AGENCY'S sole cost and expense. The AGENCY further agrees that in the event of a default and reversion to COUNTY, AGENCY will provide a deed to COUNTY to codify the same. AGENCY shall be liable for all costs and expenses incurred by COUNTY enforcing its reversionary rights, including the satisfaction of any and all liens.

13. **Defaults; Remedies.** If the AGENCY shall fail to observe or perform any covenant, condition or agreement contained herein on its part to be observed or performed, then and in such event, the COUNTY shall be entitled, in addition to all other remedies provided by law or in equity:

- A. To compel specific performance by the AGENCY of its obligations under this Agreement, it being recognized that the beneficiaries of AGENCY'S obligations hereunder cannot be adequately compensated by monetary damages in the event of AGENCY'S default; and
 - B. To rescind, or discontinue any and all incentives, either regulatory and/or financial, provided to AGENCY.
14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to the AGENCY provided for in this Agreement shall be given by mailing such notice by certified mail to the AGENCY address stated herein, or at such other address as the AGENCY may designate by notice to the COUNTY as provided herein, and (b) any notice to the COUNTY shall be given by certified mail, return receipt requested, to the COUNTY'S address stated herein, with a copy to the Preparer of this instrument, or to such other address as the COUNTY may designate by notice to the AGENCY as provided herein. Any notice provided for in this Agreement shall be deemed to have been given to the AGENCY or COUNTY when given in the manner designated herein.
15. **Condemnation.** If, during the Period of Affordability, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to COUNTY to cover the sums COUNTY paid to acquire the Property, in such proportion as is equal to the portion of the Property taken.
- In the event of a total taking of the Property, the proceeds shall be assigned to the COUNTY to cover the sums COUNTY paid to acquire the Property, with excess, if any, paid to the Property owner at the time of the taking.
16. **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, commencing on the Effective Date and continuing through the end of the Affordability 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.
17. **No Conflict with Other Documents.** The AGENCY warrants that it has not, and will not, execute any other Contract or Agreement with provisions contradictory to, or in opposition to the provisions hereof, and that in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.
18. **Severability.** Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.
19. **Enforcement of Terms.** The benefits of this Agreement shall inure to, and may be enforced by the COUNTY for the full duration of the Affordability Period, whether or not the COUNTY shall continue to be the holder of the Mortgage, whether or not the Project loan may be paid in full, and whether or

not any bonds issued for the purpose of providing funds for the project are outstanding. Breach of these terms during the Affordability Period shall result in recapture of all CDBG funds expended on the Project.

(SIGNATURE PAGE/S TO FOLLOW)

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: _____
Kenneth T. Welch, Chair

Date: _____, 2018

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

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

ATTEST:

Camila Gonzalez
Witness #1 Signature

Camila Gonzalez
Print or Type Name

Frank Boudreau
Witness #2 Signature

Laurie Boudreau
Print or Type Name

Habitat for Humanity of Pinellas County, Inc.

By: Michael Sutton
Signature

Michael Sutton, President and CEO
Name/Title

Date: 6/11, 2018

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 11th day of June, 2018, by **Michael Sutton, President and Chief Executive Officer of Habitat for Humanity of Pinellas County, Inc., a Florida Not for Profit Corporation.** He/she is personally known to me or has produced as identification and did/did not take an oath.

CAMILA GONZALEZ
Notary Public, State of Florida
My Comm. Expires Nov. 14, 2021
No. GG 160134

(NOTARY STAMP/SEAL ABOVE)

Camila Gonzalez
Signature

Camila Gonzalez
Name of Notary, typed, printed or stamped

**This instrument was prepared by:
Attn: Affordable Housing Program Administrator
Community Development Division
Pinellas County Planning Department
440 Court Street, 2nd Floor
Clearwater, FL 33756**