

Prepared by and return to:  
Real Property Division  
Attn: Cynthia M. Harris  
509 East Avenue South  
Clearwater, FL 33756

Property Appraiser  
Attention: Community Development  
08/30/15/96282/001/0200

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 2018254992 08/09/2018 03:39 PM  
OFF REC BK: 20162 PG: 48-49  
DocType:DEED

COUNTY DEED

THIS DEED, made this 8<sup>TH</sup> day of AUGUST, 2018, by PINELLAS COUNTY, whose address is 509 East Avenue South, Clearwater, FL 33756, a political subdivision of the State of Florida, hereinafter referred to as "Grantor", and HABITAT FOR HUMANITY OF PINELLAS COUNTY, whose address is 13355 49<sup>TH</sup> Street North, Clearwater, Florida, 33762, hereinafter referred to as "Grantee."

WITNESSETH

That the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has released, granted, bargained and sold to the Grantee, its heirs and assigns forever, the following described land lying and being in Pinellas County, Florida:

Lands described in the legal description attached hereto as  
Exhibit "A"

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chairman of said Board, the day and year first written above.

ATTEST: KEN BURKE  
Clerk of the Circuit Court

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

By:

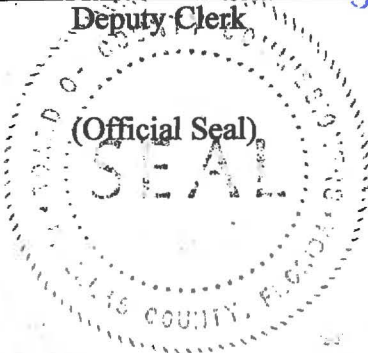
Norman D. Loy

Deputy Clerk

By:

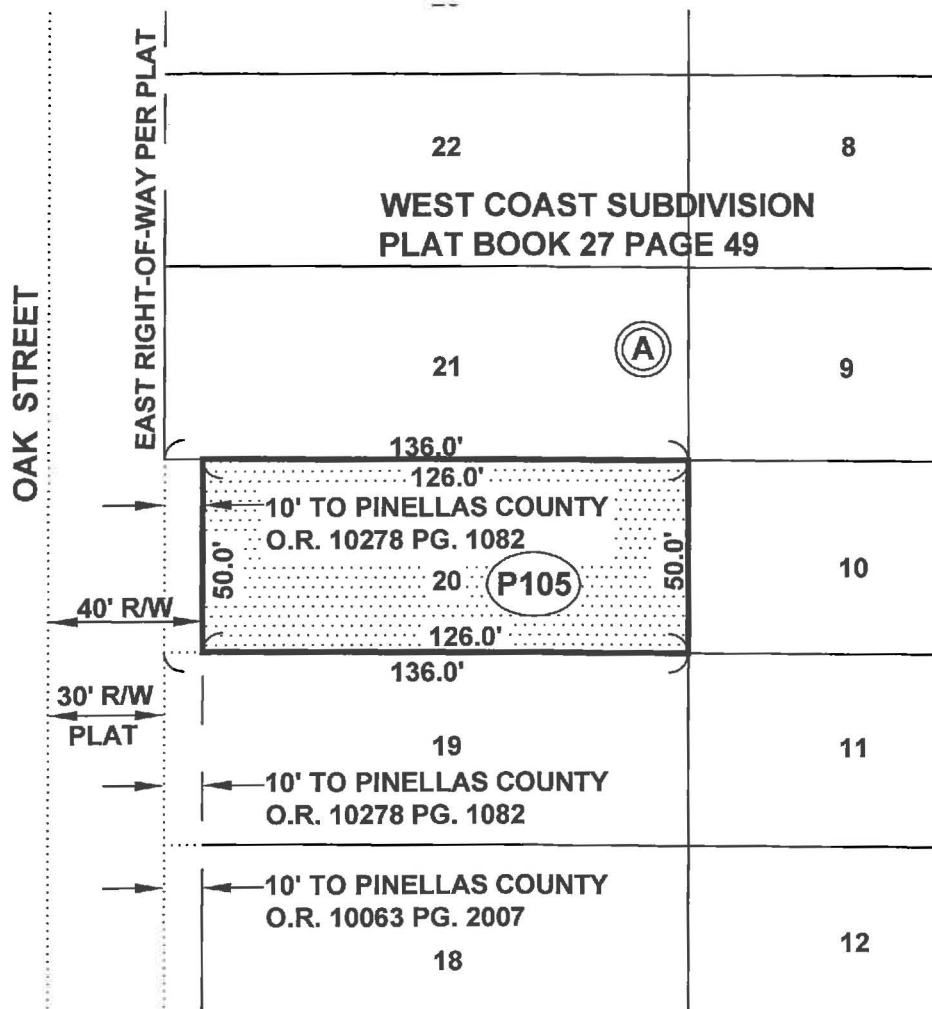
Kenneth T. Widel

Chairman




## DESCRIPTION

SKETCH - NOT A SURVEY



O.R.	LEGEND
PG.	OFFICIAL RECORD
R/W	PAGE
	RIGHT-OF-WAY

CALCULATED BY: ch	The above Sketch and/or Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.	
CHECKED BY: SS	By: Pinellas County Survey and Mapping Division	
S.F.N.: 690_00001	 DATE <u>06-13-18</u> SUSAN C. V. SCHOLPP, PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER: 6034 STATE OF FLORIDA, PHONE # (727) 464-8904	SEAL

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 2018255040 08/09/2018 03:53 PM  
OFF REC BK: 20162 PG: 138-144  
DocType:AGM

**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 8<sup>th</sup> day of August, 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 8<sup>th</sup> day of August, 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 sold 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; and

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 is known as:

LEGAL DESCRIPTION attached as Exhibit "A"

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 buyer's 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 it's 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.
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. 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.

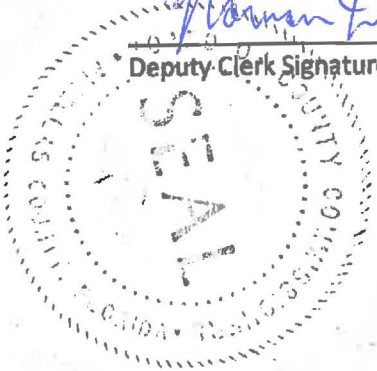
- 19. Enforcement of Terms.** The benefits of this Agreement shall inure to, and may be enforced by the COUNTY for the full duration of the Affordability Period, whether or not the COUNTY shall continue to be the holder of the Mortgage, whether or not the Project loan may be paid in full, and whether 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

Norman D. Loy  
Deputy Clerk Signature



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

By: Kenneth T. Welch  
Kenneth T. Welch, Chair

Date: 8/8/18, 2018

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

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

ATTEST:

Laurie Boedreau  
Witness #1 Signature

Laurie Boedreau  
Print or Type Name

Kelly Ordes  
Witness #2 Signature

Kelly Ordes  
Print or Type Name

Habitat for Humanity of Pinellas County, Inc.

By: Michael Sutton  
Signature

Michael Sutton, President and CEO  
Name/Title

Date: 7/31, 2018

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 31 day of July, 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

Camila Gonzalez  
Signature

Camila Gonzalez  
Name of Notary, typed, printed or stamped

(NOTARY STAMP/SEAL ABOVE)

**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**



PINELLAS COUNTY  
PUBLIC WORKS  
SURVEY AND MAPPING DIVISION  
22211 U.S. HIGHWAY 19 N.  
CLEARWATER, FLORIDA 33765-2328

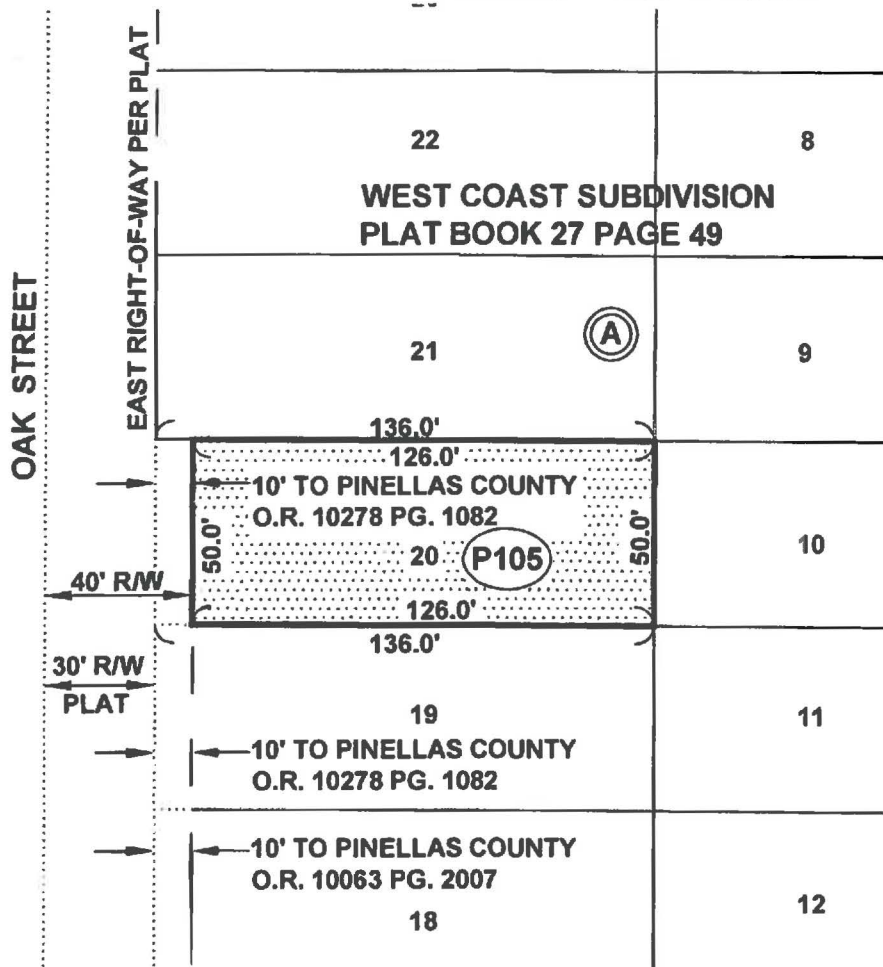


SECTION(S) 8, TOWNSHIP 30 SOUTH, RANGE 15 EAST

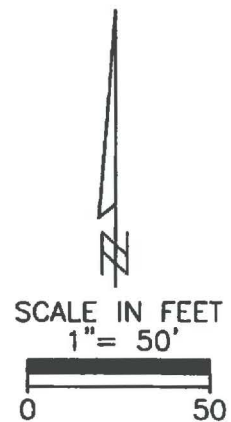
DESCRIPTION

Lot 20, Block A, WEST COAST SUBDIVISION, according to the plat thereof, recorded in Plat Book 27, Page 49, public records of Pinellas County, Florida, less the West 10 feet, as conveyed to Pinellas County, recorded in O.R. Book 10278, Page 1082, public records of Pinellas County, lying in Section 8, Township 30 South, Range 15 East.

SKETCH - NOT A SURVEY



LEGEND	
O.R.	OFFICIAL RECORD
PG.	PAGE
R/W	RIGHT-OF-WAY



Additions or deletions by other than the Professional Land Surveyor in responsible charge is prohibited.  
Land Description is invalid without signature and/or embossed seal of the Professional Land Surveyor

CALCULATED BY: ch	The above Sketch and/or Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief. By: Pinellas County Survey and Mapping Division <i>Susan C. V. Scholpp</i> DATE <i>06-13-18</i> SUSAN C. V. SCHOLPP, PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER: 6034 SEAL STATE OF FLORIDA, PHONE # (727) 464-8904
CHECKED BY: SS	
S.F.N.:	
690_00001	

EXHIBIT A

Parcel No.: P105

SHEET 1 OF 1