

LAND USE RESTRICTION AGREEMENT

PINELLAS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT

THIS LAND USE RESTRICTION AGREEMENT (hereinafter known as the "Land Use Agreement") is entered into this 30th day of March, 2015, between Pinellas County ("COUNTY"), whose mailing address is 315 Court Street, Clearwater, Florida 33756 and **Religious Community Services, Inc.**, having its principal office at 503 South Martin Luther King, Jr. Avenue, Clearwater, FL 337561, a not-for-profit corporation organized under the laws of the State of Florida ("AGENCY").

This Land Use Restriction Agreement, executed in accordance with provisions of Specific Performance Agreement CD14RCSGH, 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.

IN CONSIDERATION of a maximum of **\$120,000.00 (One Hundred Twenty Thousand and NO/100 Dollars)** in Community Development Block Grant ("CDBG") funds that the COUNTY has provided the AGENCY to perform certain construction work as defined in Section A. Scope of Services (hereinafter known as "PROJECT"), of Specific Performance Agreement CD14RCSGH at 1552 South Myrtle Avenue, Clearwater, Florida, said property further known as:

**BEG 556.8FT N & 30FT W OF SE COR TH N 89D15'09"W 420 FT TH N0D20'51"E 100FT TH
S89D51'25"E 113.75 TH 125D 13'42"E 3.35FT TH S89D12'20"E 304.84FT TH S0D20'51" W
103.97FT TO POB CONT 43116 SQ FT MOL**

PARCEL NO.: 21/29/15/00000/440/2500

The AGENCY covenants and agrees that in connection with the construction, acquisition, rehabilitation, ownership, and/or operation of the PROJECT, it will comply with and agrees to the following:

1. **Restrictions on Sale or Alteration of Use of Property:** During the Effective Period defined below, the property described above shall be used for the benefit of homeless families with children and at least 51% of the individuals/households benefiting from the activities operated at the Property described above, shall be households whose income does not exceed 80% of Area Median Income, as defined by the U.S. Department of Housing and Urban Development. The AGENCY shall not, during the Effective Period defined below, sell the property or alter the use of the property so as to be in conflict with this section. In the event that the AGENCY does not fully comply with the provisions of this section, the COUNTY shall invoke the provisions in Section 2 below.

2. **Agency Selling or Altering Use of Property - 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 and clientele specified above, the AGENCY shall reimburse to Pinellas County grant funds used for the PROJECT. The amount reimbursed shall be the current fair market value of the property listed above less any portion of the value attributable to the expenditure of funds other than grant funds as specified above for the acquisition of, or improvement to, said property. Alternatively, the COUNTY may, solely at its option, approve any transfer of title or change in use if such transfer or change is determined by the COUNTY to be consistent with overall community development objectives and the subsequent proposed use of the property is eligible under then current Community Development Block Grant regulations.

3. **Effective Period:** For the purposes of the Land Use Agreement, the Effective Period shall start on **October 1, 2015** and will expire **Nine (9)** years after that date.

(SIGNATURE PAGE FOLLOWS)

ATTEST:

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

Catherine McNeill
Witness #1 Signature

By: Mark Woodard
Mark Woodard, County Administrator

Catherine McNeill
Print or Type Name

Date: 3/30/15, 2015

Paula J Gonyea
Witness #2 Signature

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

Paula J Gonyea
Print or Type Name

By: Michelle Wallace
Michelle Wallace
Senior Assistant County Attorney

ATTEST:

AGENCY: **Religious Community Services, Inc.**

Christopher Crooks
Witness #1 Signature

By: Caitlin Higgins Joy
Signature

Christopher Crooks
Print or Type Name

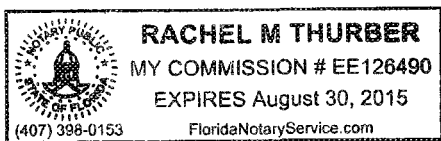
Caitlin Higgins Joy, President / CEO
Name/Title

Christine Snyder
Witness #1 Signature

Date: March 26, 2015

Christine Snyder
Print or Type Name

The foregoing instrument was acknowledged before me this 26th day of March, 2015 by Caitlin Higgins Joy 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)

Rachel M. Thurber
(Signature)

Rachel M. Thurber
(Name of Notary, typed, printed or stamped)