

Denise Thomas

From: William Clague
Sent: Thursday, March 22, 2018 8:41 AM
To: Denise Thomas
Cc: Mitchell Palmer; Alex Nicodemi; Geri Lopez; Juliet Shepard
Subject: Oakwood Apartments Review of LURA Amendment; RLS-2018-0140
Attachments: 2nd Amd to LURA CAO Comments 3.21.18.pdf

Denise:

Pursuant to the above request for legal services you have asked this office to review a draft amendment to a Land Use Restriction Agreement and Deed Restrictions (Amendment) for the above referenced project. We provide the following legal advice in response:

1. Attached are marked pages of the Amendment reflecting my suggested changes, which are intended to provide clarity and consistency, and do not affect the substantive terms.
2. The Amendment removes the requirement to provide a right of first refusal to non-profits before selling the project. As noted in the RLS, this is based upon a statutory requirement that applies to projects that receive state funding assistance. Because this project has not received such assistance, the statutory requirement does not apply. Therefore, there is no legal requirement to keep such a right of first refusal in the LURA. I express no opinion as to the business decision to remove it.

Subject to the inclusion of my suggested changes, I have no objection to the Amendment being scheduled for Board approval. I express no opinion as to the business judgment of approving the Amendment.

This concludes my response to the RLS. Please let me know if you have any questions or concerns.

Bill Clague
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CAO Comments
03/21/18

PREPARED BY AND RETURN TO:
Robert F. Greene, Esq.
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Bradenton, Florida 34205

**SECOND AMENDMENT TO
LAND USE RESTRICTION AGREEMENT
AND DEED RESTRICTIONS
FOR OAKWOOD APARTMENTS**

This Second Amendment to Land Use Restriction and Deed Restrictions is made this ____ day of _____, 2018, by OAKWOOD APARTMENTS, L.L.C., a Florida limited liability company ("Owner") and THE COUNTY OF MANATEE, existing by and under the laws of the State of Florida ("County").

WHEREAS, Owner and County entered into that certain Land Use Restriction Agreement and Deed Restrictions for Oakwood Apartments dated June 22, 2010 and recorded in Official Records Book 2348, Page 6411 of the Public Records of Manatee County, Florida, as amended by HUD Amendment to Land Use Restriction Agreement and Deed Restrictions for Oakwood Apartments dated August 12, 2014 and recorded in Official Records Book 2532, Page 7345 of said Public Records (collectively, the "Agreement").

WHEREAS, Owner and County desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Recitals; Capitalized and Defined Terms. The foregoing recitals are true and correct, ratified and confirmed, and are incorporated herein by this reference as a substantive part of this Second Amendment, as if fully set forth herein in their entirety. All capitalized terms used herein shall have the same meaning ascribed thereto in the Agreement unless otherwise defined in this Second Amendment.

amended

2. Amendment. Section 3.2 of the Agreement is ~~deleted~~ and restated in its entirety as follows:

Section 3.2 Should a sale or transfer of ownership for all or any part of the Project take place during the life of the property, information relating to the new Owner, including name, address and telephone number, shall be forwarded by letter to the Director of the Redevelopment and Economic Opportunity Department.

3. No Further Modification; Ratification. The provisions of this Second Amendment shall control over conflicting provisions of the Agreement. Except as otherwise modified and amended hereby, the Agreement shall remain in full force and effect in accordance with the terms and conditions set forth therein.

expressly

IN WITNESS WHEREOF, the Owner and the County have entered into this Agreement as of the dated set forth above.

Signed, sealed and delivered
In the presence of:

OWNER:

Witness Signature

OAKWOOD APARTMENTS, L.L.C.,
a Florida limited liability company

Witness Printed Name

Witness Signature

By: _____
Name: Delton L. Haynes
Title: Manager

Witness Printed Name

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by Delton L. Haynes, as Managing Member of Oakwood Apartments, L.L.C., a Florida limited liability company, on behalf of the company, who is personally known to me, or who has produced _____ as identification.

Notary Public
My Commission Expires: _____

By: [Handwritten box]

MANATEE COUNTY, FLORIDA
Board of County Commissioners

By: _____

Chairman

[Handwritten box: Chairperson]

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

By: _____