LAND USE RESTRICTION AGREEMENT
for
MANATEE COUNTY
and
TRINITY WITHOUT BORDERS, INC.

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made and entered into as of October 23, 2018, by and between Manatee County, a political subdivision of the State of Florida (hereinafter referred to as the "County") and TRINITY WITHOUT BORDERS, INC., a Florida non-profit corporation, for itself and its successors, assigns, and agents (hereinafter referred to as the "Owner").

RECITALS

WHEREAS, the Owner owns certain land described in Exhibit "A" attached hereto and incorporated herein by reference, hereinafter referred to as the "Property"; and

WHEREAS, the Owner agrees to comply with certain restrictions in the sale or rental and occupancy of dwelling units constructed on the Property in order to provide affordable housing in Manatee County, Florida; and

WHEREAS, the Board of County Commissioners of Manatee County, Florida, is authorized under Section 125.38, Florida Statutes, to determine that property owned by the County is not needed for County purposes and could best be used for affordable multi- or single-family housing and to convey such property to a not for profit organization organized for the purposes of promoting community interest and welfare by providing affordable housing, and is authorized to convey the same at private sale to an applicant for such property at a price, whether nominal or otherwise, as such Board may fix regardless of the actual value of such property to be put to use to serve the community interest and welfare; and

WHEREAS, Ordinance No. 05-30, authorizes the conveyance of certain County-owned property to a not for profit organization for the development of affordable single family or multi-family housing and the subsequent conveyance or rental of that property to an eligible household pursuant to Section 125.38, Florida Statutes, to serve the community interest and welfare; and

WHEREAS, the Owner made application for the property located at 1715 2nd Avenue West, Palmetto, Florida 34221, and the County conveyed the Property to the Owner for the purpose of providing affordable housing, subject to the conditions set forth in this Agreement; and

WHEREAS, the County may provide funds derived through the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program ("HOME") to the Owner for the construction of one or more single family residences located on the Property for resale or rental to HOME eligible beneficiaries (the "Project"), subject to the award of such HOME funds in accordance with 24 CFR Part 92; and

WHEREAS, the County and the Owner wish to set forth their mutual rights and obligations for the affordable housing incentives and commitments to provide affordable dwelling units as more particularly described herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

Definitions

Section 1.1 General. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth below.

The following defined terms shall have the following meanings:

(a) "Dwelling Unit" shall mean a residential accommodation located within unincorporated Manatee County and constituting a part of the Project containing separate and complete living facilities designed and intended for the primary purpose of providing decent, safe and sanitary residential units available for sale or rental to the general public.

(b) "Affordable Dwelling Unit" shall mean a Dwelling Unit that is Affordable to low and moderate income households within the meaning set forth in 24 CFR Part 92.

Additional capitalized terms defined in this Agreement shall have the meanings ascribed to them herein.

ARTICLE II

Use and Occupancy of the Property

Section 2.1 Assisted Units. The Owner shall develop the Project as a residential development, and sell or lease, as a residential home, one (1) or two (2) Dwelling Unit(s) in the Project as an Affordable Dwelling Unit exclusively to Low or Moderate Income Eligible Persons or Eligible Households as defined under 24 CFR Part 92.2 throughout the Affordability Period (as defined and established pursuant to Section 2.4 hereof). The Affordable Dwelling Unit that the Owner is obligated to develop, sell and/or lease and maintain pursuant to this Section shall be referred to herein as the "Assisted Unit."

Section 2.2 Long Term Occupancy Requirement. For purposes of complying with the requirements set forth in Section 2.1 above, if the income of the Eligible Person or Eligible Household in a Dwelling Unit did not exceed the applicable income limit (adjusted for the number of persons residing in the Dwelling Unit) at the sale or resale or lease, such Eligible Person or Eligible Household may be treated as continuing to be an Eligible Person or Eligible Household throughout their occupancy notwithstanding increases in income. The respective Assisted Unit

shall, upon resale during the Affordability Period, be sold as an Affordable Dwelling Unit, to an Eligible Person or Eligible Household with the appropriate income limits. If the Owner or a successor homeowner fails to comply with this requirement during the Affordability Period, the County shall have the right to pursue any or all of the remedies as set forth in Section 4 hereof.

Section 2.3 Incentives. The Owner shall be entitled to the Affordable Housing Incentives specified in Exhibit B "Incentives" of this Agreement.

Section 2.4 Affordability Period. For purposes of this Agreement, the Affordability Period shall commence upon the project completion date as determined by the County and end twenty (20) years from such Project completion date. In the event Owner fails at any time during the Affordability Period to sell and/or lease the Assisted Unit as required pursuant to this Agreement, and the County consents to the cure of such non-performance, the Affordability Period shall automatically be extended by a time period equal to the period of non-performance, to assure that the County receives the full Affordability Period for which Assisted Units received Incentives.

Section 2.5 Compliance. The Owner shall comply with all requirements of the Comprehensive Plan, all standards and requirements of the LDC, the Florida Building Code, 24 CFR Part 92 and shall maintain the Project in compliance with the aforementioned requirements.

Section 2.6 No Conversion. During the term of this Agreement, the Owner shall not use the Project for any use other than as owner-occupied, for-sale or rental residential dwelling units.

Section 2.7 Non-Discrimination. The Owner shall not discriminate on the basis of race, creed, religion, color, sex, familial status, national origin or handicap in the use or occupancy of the Project. Age discrimination and discrimination against minor dependents, except when units are specifically being held for elderly households in accordance with applicable State and Federal law, are also not permitted.

Section 2.8 Advertisement. The Owner hereby covenants and agrees that it will immediately withdraw from circulation any advertisement determined by the County to violate or be inconsistent with this Agreement with respect to promoting Affordable Housing. However, this Agreement does not require the Owner to market the units in any specific manner or any specific representation that the Project is or contains units that are designated as Affordable so long as Owner complies with this Agreement.

Section 2.9 Transfer of Ownership. Should a transfer of ownership for all or any part of the Property take place during either the review or construction phases for the Project, the use shall not change and transferee shall develop the Project pursuant to this Agreement. If an Assisted Unit is offered for sale or resale during the Affordability Period, then it shall be sold as an Affordable Dwelling Unit and sold exclusively to Eligible Persons or Eligible Households. Owner may work with the County to help income qualify the new homebuyer.

Section 2.10 Successors Bound – Burden to Run with Property. This Agreement and the covenants and conditions contained herein shall run with the land and shall bind, and the benefits

shall inure to, respectively, the Owner and its successors and assigns and all subsequent owners of the Property and each Assisted Unit or any interest therein, and to the County for the Affordability Period set forth in this Agreement. The Owner and each subsequent owner of an Assisted Unit shall expressly make the conditions and covenants of this Agreement a part of any deed or other instrument conveying any interest in the Property and each Assisted Unit during the Affordability Period.

ARTICLE III

Section 3.1 Administration. For resale, Owner shall ensure that the initial homebuyer meets the purchase and eligibility requirements of this Agreement. After initial sale of the Assisted Unit, County shall periodically monitor Property to ensure it is owner-occupied and not rented or used for purposes outside the scope of this Agreement. For rental, Owner shall ensure that the tenant meets the eligibility requirements of this Agreement. County shall periodically monitor Property to ensure it is rented to eligible households and not sold or used for purposes outside the scope of this Agreement. If Property is being utilized for purposes outside the scope of this Agreement, the County shall have the right to pursue any or all of the remedies as set forth in Section 4 hereof.

ARTICLE IV

Enforcement and Remedies

Section 4.1 Default. If Owner (including specifically any subsequent purchaser of an Assisted Unit) defaults in the performance of an obligation under this Agreement or a restriction set forth herein, and if such default remains uncured for a period of 120 days after notice thereof has been given by the County, the County shall be entitled, in addition to all other remedies provided by law or in equity:

(a) To compel specific performance by the Owner of its obligations under this Agreement, it being recognized that the beneficiaries of Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of Owner's default; and

(b) To rescind any and all Incentives, either regulatory and/or financial, provided to Owner; and

(c) If Owner defaults in the performance of any obligation under the restrictions set forth herein, and if such default remains uncured for a period of one hundred twenty (120) days after written notice thereof has been given by County, County shall be entitled to apply to any court having jurisdiction of the subject matter for specific performance of this Agreement or for such other relief, including monetary, as may be appropriate and as such court deems just, equitable, and reasonably required to effectuate the terms of this Agreement.

ARTICLE V

Representations and Warranties of Owner

Section 5.1 Validity. Owner warrants and represents that it has validly executed this Agreement and the same constitutes the binding obligation of the Owner. Owner warrants and represents that it has full power, authority and capacity to enter into this Agreement, to carry out the Owner's obligations as described in this Agreement and to assume responsibility for compliance with all applicable Local, State and Federal rules and regulations.

Section 5.2 Conflict. To the best of Owner's knowledge, the making of this Agreement and the Owner's obligations hereunder:

(a) Will not violate any contractual covenants or restrictions between Owner or any third party, or affecting the Property; and

(b) Will not conflict with any of the instruments that create or establish Owner's authority; and

(c) Will not conflict with any applicable public or private restrictions; and

(d) Does not require any consent or approval of any public or private authority which has not already been obtained; and

(e) Are not threatened with invalidity or unenforceability by any action, proceeding or investigation pending or threatened, by or against Owner, without regard to capacity, any person with Owner may be jointly or severally liable, or the Property or any part thereof.

Section 5.3 No Pending Action. There is no litigation pending or proceeding, or, to the best of Owner's knowledge, threatened, against Owner which if adversely determined could individually or in the aggregate have an adverse affect on title to or the use and enjoyment or value of the Property, or any portion thereof, or which could in any way interfere with the consummation of this Agreement.

Section 5.4 Insolvency. There is no pending, or to Owner's best knowledge, threatened, case or proceeding or other action in bankruptcy, whether voluntary or otherwise, any assignment for the benefit of creditors, or any petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for owner under any present or future federal, state or other statute, law, regulation relating to bankruptcy, insolvency, or relief from debtors, nor is there any basis therefore.

Section 5.5 Indemnification. To the extent permitted by law, and, in the case of the County, subject to the monetary limitations set forth in Section 768.28, Florida Statutes, each of the parties hereto shall indemnify, defend, save and hold harmless the other, its officers, agents, and employees from and against all suits, actions, claims, demands, costs, penalties, fines, or liability of any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or

commission of the indemnifying party, its consultants, contractors, officers, agents or employees in the performance of this Agreement.

ARTICLE VI

Recordation, Effective Date and Duration

Section 6.1 Recordation. This Agreement shall be recorded in the Official Records of Manatee County, Florida by the Owner at its sole expense. A certified copy of the recorded documents shall be provided to the Redevelopment and Economic Opportunity Department within ten (10) days of receipt of the executed Agreement.

Section 6.2 Effective Date. This Agreement shall become effective as of the date set forth above.

Section 6.3 Duration. This Agreement and the restrictions provided herein shall remain in effect from the effective date set forth above until the date of termination of the Affordability Period.

ARTICLE VII

Miscellaneous Provisions

Section 7.1 Amendment. This Agreement may not be amended or modified except by written instrument signed by each party hereto and approved by the County's Board of County Commissioners.

Section 7.2 Notice. Notices required to be given by this Agreement shall be in writing, certified mail through the United States Postmaster. Mail shall also have return receipt requested, addressed to the persons and places specified for giving notice below. Requirements for such other or additional parties or address as from time to time may be specified by either party shall be subject to the terms and conditions of this Agreement. This in no way impacts the requirement to provide notice to the County Administrator and to the County Attorney in the manner outlined above.

Notice shall be forwarded to the following:

FOR THE COUNTY:

County Administrator
1112 Manatee Avenue West, Suite 902
Post Office Box 1000
Bradenton, FL 34205-1000

with copies by U.S. Mail to:

Office of the County Attorney
Manatee County Government, Suite 969
1112 Manatee Avenue West
Post Office Box 1000
Bradenton, FL 34205-1000

Director: Geraldine C. Lopez
Department of Redevelopment and Economic Opportunity
1112 Manatee Avenue West, Suite 300
Post Office Box 1000
Bradenton, FL 34205-1000

FOR THE OWNER:

TRINITY WITHOUT BORDERS, INC.
5020 Royal Palm Avenue
Sarasota, Florida 34234

Section 7.3 Interpretation; Headings. Both parties have played an equal and reciprocal part in the drafting of this Agreement and, therefore, no provisions of this Agreement shall be construed by any court or other judicial authority against any party hereto because such party is deemed to have drafted or structured such provisions.

Section 7.4 Severability. In the event any term or provision of this Agreement shall be held invalid, such invalid term or provision shall not affect the validity of any other term or provision hereof and all such other terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been a part of this Agreement; provided, however, if any term or provision of this agreement is held to be invalid due to the scope or extent hereof, such term or provision shall automatically be deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

Section 7.5 Governing Law; Venue. This Agreement shall be construed, and the rights and obligations of the County and Owner hereunder shall be determined in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be in Manatee County, Florida.

Section 7.6 Fees and Costs. In any litigation between the parties hereto arising out of this Agreement, each party shall be responsible for paying its own attorneys' fees and costs.

Section 7.7 No General Obligation. The obligations of the County hereunder are subject to annual appropriation of legally available funds by the County's Board of County Commissioners, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of the County's ad valorem revenues or funds, or upon any other revenues or funds of the County, as may be construed under the laws or the Constitution of the State of Florida. Neither the Owner nor any other person or entity shall ever have the right to compel any exercise of the ad valorem taxing power of the County to make the payments herein provided, nor shall this Agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property

or funds of the County. Notwithstanding anything contained herein, the County reserves the right, in its sole discretion, to pay the obligations contained in this Agreement from any funds legally available for such purpose.

Section 7.8 Entire Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 7.9 No Partnership or Joint Venture; Owner's Risk. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue to, or for the benefit of, any third party not a party hereto. This Agreement shall not be construed to create a joint venture or partnership between the parties hereto. By execution of this Agreement, the Owner expressly acknowledges and agrees that the Incentives for Assisted Units provided by the County pursuant to this Agreement are provided solely to serve the public purpose set forth in Chapter 429, Florida Statutes to provide Affordable Housing to the community, and that the County assumes no responsibility to assure the financial feasibility or success of the Owner's Project. Owner acknowledges that it is a sophisticated developer of housing projects, and has entered into this Agreement, and committed to develop its Project, based upon its independent business judgment and experience and its independent assumption of risk and responsibility for the financial feasibility and success of its Project.

Section 7.10 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

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

WITNESSES:

Deborah Creamer
Deborah Creamer

Denise L. Thomas
DENISE L. Thomas

OWNER

Vallerie Guillory

Trinity Without Borders, Inc.

By: Vallerie Guillory

As its Chairman

STATE OF FLORIDA
COUNTY OF MANATEE

SWORN AND SUBSCRIBED before me this 11 day of October, 2018, by Vallerie Guillory, (as Chairman of Trinity Without Borders, Inc.), who is personally known to me and/or provided FLDL G460-870-65-504-0 as identification, and who did take an oath (or affirm). If no type of identification is indicated, the above named person is personally known to me.

(Stamp and Seal)

DEBORAH CREAMER
Notary Public - State of Florida
Commission # FF 951487
My Comm. Expires Feb 13, 2020
Bonded through National Notary Assn

Deborah Creamer
Signature of Notary Public

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By:_____
Chairperson

Date:_____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By:_____
Deputy Clerk

EXHIBIT "A"

Legal Description

BEGIN 165 FT N OF SE COR OF SEC 11, N 110 FT, W 150 FT, S 110 FT, E 150 FT TO POB
PI#24575.0000/3

More commonly known as: 1715 2nd Avenue West, Palmetto, FL 34221

Parcel Identification Number: 24575.0000/3

EXHIBIT "B"

Incentives

Per Manatee County Ordinance No. 05-30, Program Incentives to be provided to the Owner for qualifying Affordable Housing shall be specified within the Agreement. The following Incentives apply to this Project. [Indicate with "X" all that apply, and supply per-unit dollar value]:

Incentive	Indicate Which Apply	Per-Unit Dollar Value
Assessed Value of Property	X	$15,000
	X	.

Total Per-Unit Dollar Value: $15,000.00
Total Incentives for Assisted Units $15,000.00