

APPROVED In Open Session
 Manatee County Board of County Commissioners

7/24/18

AUDIT SLIP NUMBER

**Manatee County
 Board of County Commissioners
 Audit Slip**

AS 1152323

Signature Homes LLC
 Vendor Name
 4214 Marlowe Dr
 Address
 Bradenton, FL 34241
 City State Zip Code
 Phone Number

I hereby certify that the materials or services have been received, inspected and found satisfactory for the purpose for which they were purchased.
 (ONLY COMPLETE IF ITEMS HAVE BEEN RECEIVED)
 Received by _____ Date _____

Subbie Allunderwood
 Payment Authorized by:
 REO
 Dept/Div
 Tina Kauffman
 Contact Person
 Ext 6230
 Phone

REASON FOR PURCHASE REFUND - Affordable Housing Impact Fee Program R-17-069 07/10/18

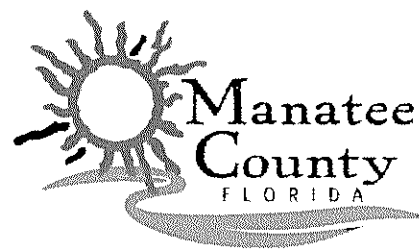
ITEM	GENERIC DESCRIPTION	QTY	UNIT	AMOUNT	ACCT KEY	OBJ	JL NUMBER	ACTIVITY
	Robert Goldstein	1		\$6,127.00	184.0020605	582000		
	2018-002	1		\$3,812.00	184.0020605	582000		
	7614 19th St E	1		\$1,970.00	184.0020605	582000		
	Sarasota, FL 34243							

TOTAL AMOUNT \$ 11,909.00

FINANCE USE ONLY

DESC _____ PE ID _____ PO _____
 INV NUMBER _____ INV AMT \$ _____ INV DATE _____
 DUE DATE _____ TERMS _____ DISCOUNT _____ SEP CK _____
 RELATE CODES _____ SEC REF _____ DIVISION _____
 VENDOR ACCT# _____

MEMORANDUM



To: **Vicki Tessmer, Board Records Supervisor
Clerk of the Circuit Court**

Through: **Geraldine Lopez/ Redevelopment and Economic Opportunity Department
Director**

From: **Denise L. Thomas/Housing and Community Development Manager**

Date: **June 26, 2018**

Subject: **REQUEST FOR REFUNDS**

Please find attached a request, and supporting documentation, by **Signature Homes, LLC** for the refund of affordable housing Livable Manatee impact fees.

This request is for the amount authorized by Manatee County Resolution R-17-069 and the Manatee County Land Development Code, Chapter 5, *Livable Manatee Incentive Program*, for the following amounts:

Application Number	Property	Permit Number	Impact Fees	Amount
2018-002	7614 19 th Street East Sarasota, FL 34243	17121191	Educational FIF County Impact Fees Facility Investment Fees	<u>\$6,127.00</u> <u>\$3,812.00</u> <u>\$1,970.00</u>
			Grand Total	<u>\$11,909.00</u>

Total amount requested is **\$11,909.00**

Please place on next available Manatee County Board of County Commissioners' agenda under "Clerk's Consent" items if this is appropriate.

Thank you for your consideration and assistance and please let me know if you have any questions.

cr/dlt

Redevelopment and Economic Opportunity Department
Community Development Division
P.O. Box 1000 - Bradenton, FL 34206
Phone number: (941)749-3029

PRISCILLA TRACE * CHARLES B. SMITH * STEPHEN JONSSON * ROBIN DISABATINO * VANESSA BAUGH * CAROL WHITMORE * BETSY BENAC
District 1 District 2 District 3 District 4 District 5 District 6 District 7



4214 Marlowe Dr
Sarasota, Florida 34241

June 4, 2018

Manatee County Neighborhood

Service Department

Attn: Denice Thomas

PO Box 1000

Bradenton, Fl 34205-1000

RE: Request for payment

Application
Reservation # 2018-002

7614 19th St E

Sarasota, Fl 34243

Dear Ms. Thomas

Please find enclosed our request for payment for Impact Fees on the above referenced property.

We have attached the requested paperwork to this letter.

We are requesting: 1. \$6,127.00 for Educational Facilities Impact Fee 2. \$3,812.00 for County Impact Fees 3. \$1,970 for Facility Investment Fee, for a total of \$11,909.00 Please make check payable to LTC Signature Homes LLC.

Thank you for your attention to this matter. Feel free to contact me for any further information.

Sincerely,

A handwritten signature in cursive script that reads 'Luis Solari'.

Luis Solari / Managing Member

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PAYMENT
AFFORDABLE HOUSING LIVABLE MANATEE PROGRAM
MANATEE COUNTY REDEVELOPMENT AND ECONOMIC OPPORTUNITY DEPARTMENT
Attn: Denise Thomas, Housing and Community Development Manager
P.O. Box 1000
Bradenton, FL 34206-1000

DEVELOPER/
CONTRACTOR'S NAME: LTC Signature Homes LLC Application # 2018-002
RESERVATION #: 2018-002
PURCHASER: Robert Goldstein
PROPERTY ADDRESS: 7614 19th St. E. Sarasota, FL 34243
PERMIT NUMBER: 17121191

AMOUNTS REQUESTED *

Educational Facilities Impact Fee \$ 6,127.⁰⁰
County Impact Fees \$ 3,812.⁰⁰
Facility Investment Fees \$ 1,970.⁰⁰
TOTAL IMPACT FEES REQUESTING TO BE PAID: \$ 11,909.⁰⁰

* PLEASE ATTACH THE FOLLOWING:

- Letter requesting administrative payment or reimbursement *of fees
(fees must be itemized as above)

I attest that the information presented in this Request for Payment is true and accurate to the best of my knowledge. Please Allow Four (4) Weeks for Check Issuance.

AUTHORIZED SIGNATURE: [Signature] DATE: 06-04-18
Applicant (Developer/Contractor)
AUTHORIZED SIGNATURE: [Signature] DATE: 6/28/18
Redevelopment and Economic Opportunity Department

**If any initial fees have been paid, all Impact Fees and Facility Investment Fees must be paid prior to request for reimbursement and Certificate of Occupancy must be included in request.*



Manatee Co
 1112 MANATEE AVENUE WEST
 FL 34206-1000
 MANATEE

Invoice No.: **24119**
 Invoice Date: **01/09/2018**

INVOICE

RECORD INFORMATION

Record ID: CMP-17121191
 Record Type: Residential
 Property Address: 7614 E 19TH ST, SARASOTA, FL 34243
 Description of Work: NCRQD:SF/2BD/2BTH/1STRY/CB/SHNGLE/WTR/SEPTIC MMB&L
 Applicant: WOOD, TESHA JO
 LTC LTC SIGNATURE HOMES LLC

NO SEWER FIF

FEE DETAIL

Fee Description	Quantity	Fee Amount
UTIL - Radio Frequency Meter	1	\$675.00
Southern Manatee Residential Fire Fee	1	\$500.00
LAW Residential Impact Fee	1,158	\$311.00
Library Residential Impact Fee	1,158	\$167.00
State Fee	525	\$13.13
Parks & Natural Resources Residential Impact Fee	1,158	\$752.00
Public Safety Residential Impact Fee	1,158	\$167.00
UTIL - Water Facility Investment Fee	1	\$1,970.00
Educational Facilities Residential Impact Fee	1,158	\$6,127.00
Admin Surcharge Residential Impact Fee	1,158	\$77.00
Notary Acknowledgement	1	\$5.00
UTIL - Water Line Fee	1	\$1,500.00
Re-review of Approved or Non- Approved Plans	2	\$264.00
UTIL - Water Direct Connect	1	\$600.00
New Residential Permit Fee	1,751	\$525.30
Roads Residential Impact Fee - SW	1,158	\$2,338.00
		\$15,991.43

County Impact Fee
 211.00
 167.00
 752.00
 167.00
 17.00
 21338.00
 3212.00

FIF
 1075.00
 1572.00

School Impact Fee
 6127.00
 6127.00

 1970.00
 1970.00
 5127.00
 1115.00

AA

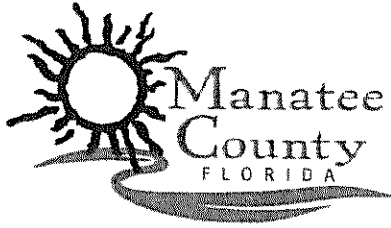
Menu Add Delete Void Invoice ReCalc Help

Fee Calc. Factor: Fee Total \$16,123.43

Showing 1-17 of 17

<input type="checkbox"/>	<u>Invoice #</u>	<u>Fee Item</u>	<u>Quantity</u>	<u>Fees</u>	<u>Status</u>	<u>Balance</u>	<u>Notes</u>
<input type="checkbox"/>	24119	LAW Residential Impact Fee	1,158	\$311.00	INVOICED	\$0.00	Complus Fee ID--> IFLA...
<input type="checkbox"/>	24119	Southern Manatee Residential Fire Fee	1	\$500.00	INVOICED	\$0.00	Complus Fee ID--> FSMF...
<input type="checkbox"/>	24119	UTIL - Radio Frequency Meter	1	\$675.00	INVOICED	\$0.00	Complus Fee ID--> UCSR...
<input type="checkbox"/>	24119	Library Residential Impact Fee	1,158	\$167.00	INVOICED	\$0.00	Complus Fee ID--> IFLI...
<input type="checkbox"/>	24119	State Fee	525.3	\$13.13	INVOICED	\$0.00	Complus Fee ID--> FBCS...
<input type="checkbox"/>	24119	Parks & Natural Resources Resident...	1,158	\$752.00	INVOICED	\$0.00	Complus Fee ID--> IFPK...
<input type="checkbox"/>	24119	Public Safety Residential Impact Fee	1,158	\$167.00	INVOICED	\$0.00	Complus Fee ID--> IFPS...
<input type="checkbox"/>	24119	UTIL - Water Facility Investment Fee	1	\$1,970.00	INVOICED	\$0.00	Complus Fee ID--> UCSW...
<input type="checkbox"/>	24119	Educational Facilities Residential...	1,158	\$6,127.00	INVOICED	\$0.00	Complus Fee ID--> IFED...
<input type="checkbox"/>	24119	Admin Surcharge Residential Impact...	1,158	\$77.00	INVOICED	\$0.00	Complus Fee ID--> IFAD...
<input type="checkbox"/>	24119	Notary Acknowledgement	1	\$5.00	INVOICED	\$0.00	Complus Fee ID--> NOTA...
<input type="checkbox"/>	24119	UTIL - Water Line Fee	1	\$1,500.00	INVOICED	\$0.00	Complus Fee ID--> UCSW...
<input type="checkbox"/>	24119	Re-review of Approved or Non- Appr...	2	\$264.00	INVOICED	\$0.00	Complus Fee ID--> REVI...
<input type="checkbox"/>	36982	Re-review of Approved or Non- Appr...	2	\$132.00	INVOICED	\$0.00	
<input type="checkbox"/>	24119	UTIL - Water Direct Connect	1	\$600.00	INVOICED	\$0.00	Complus Fee ID--> UCSW...
<input type="checkbox"/>	24119	New Residential Permit Fee	1,751	\$525.30	INVOICED	\$0.00	Complus Fee ID--> NEW ...
<input type="checkbox"/>	24119	Roads Residential Impact Fee - SW	1,158	\$2,338.00	INVOICED	\$0.00	Complus Fee ID--> IFRE...

Page of 1



Manatee County Building and Development Services
 1112 Manatee Avenue West 4th Floor
 Bradenton, FL 34205

Certificate of Occupancy

THIS STRUCTURE HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF THE FLORIDA BUILDING CODE AND ANY OTHER APPLICABLE CODES OR ORDINANCES (CODE & ORDINANCE IN EFFECT DICTATED BY THE CERTIFICATE OF OCCUPANCY NUMBER) FOR THE OCCUPANCY AND DIVISION OF OCCUPANCY FOR THE USE FOR WHICH THE PROPOSED OCCUPANCY IS CLASSIFIED.

Date	06/12/2018				
Record ID	CMP-17121191	Record Type	Residential		
Address	7614 19TH ST E				
City	SARASOTA	State	FL	Zip Code	34243
Subdivision	NOT IN SUBDIVISION 0/0				
Setbacks:	Front 25	Rear 20	Left 8	Right 8	
Parcel ID	1991900759	Lot No.	MBLL	Block No.	
Section	30	Township	35S	Range	18E
Owner	LTC SIGNATURE HOMES LLC	Contractor			
Address	4214 MARLOWE DR	Address			
City	SARASOTA	City			
State	FL	State			
Zip	34241	Zip			
Phone		Phone			
		License #			
		DBA			
Base Flood Elevation		Impact Area	CSW		
Flood Protection Elevation	0	Flood Zone			

FOR BUILDINGS AND STRUCTURES IN FLOOD HAZARD AREAS, AN AS BUILT LOWEST FLOOR ELEVATION HAS BEEN PROVIDED AND RETAINED IN RECORD

DETAILED DESCRIPTION

NCRQD:SF/2BD/2BTH/1STRY/CB/SHNGLE/WTR/SEPTIC MMB&L

For Assembly Buildings Only		Type of Construction	VB
Max Number of Occupants	5	Fire Sprinkler Required?	No
		Fire Sprinkler Type	N/A
Issued By:	Cynthia Hale		
Representative of:	Carroll J. Dupre County Building Official		

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. LTC Signature Homes, LLC	
	2 Business name/disregarded entity name, if different from above	
Print or type. See specific instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>S</u> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	
	<input type="checkbox"/> Other (see instructions) ▶ _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 4214 Marlowe Drive	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	6 City, state, and ZIP code Sarasota, FL 34241	Requester's name and address (optional)
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

--	--	--	--	--	--	--	--	--	--	--	--

or

Employer identification number

4	6	-	1	3	2	0	9	0	0
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ 7/11/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

—
LAND USE RESTRICTION AGREEMENT
for
LIVABLE MANATEE: HOMEOWNERSHIP INCENTIVE PROGRAM
between
MANATEE COUNTY
and
LTC SIGNATURES HOMES, LLC (OWNER/DEVELOPER)

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made and entered into as of June 12, 2018, by and between Manatee County, a political subdivision of the State of Florida (hereinafter referred to as the "County") and LTC Signature Homes, LLC, for itself and its successors, assigns, and agents (hereinafter referred to as the "Owner/Developer").

RECITALS

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

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

WHEREAS, the County established the Livable Manatee Incentive Program under Resolution R-17-069 (the "Program") to foster the construction of new mixed-income housing communities that include in their composition affordable dwelling units; and

WHEREAS, the County has treated the development of the Property (hereinafter defined as the "Project") as an affordable housing project within the meaning of such terms under the County's Land Development Code, based upon Owner/Developer's commitment to provide affordable housing as provided in this Agreement; and

WHEREAS, subject to compliance with this Agreement, the Project satisfies the eligibility requirements set forth in Resolution R-17-069 and Manatee County Land Development Code (LDC), Section 545 Housing Program, to receive the affordable housing assistance authorized therein; and

WHEREAS, the County, the Owner/Developer 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:

10/25/18
10:51:01

ARTICLE I

Definitions

Section 1.1 General. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 420.9071, Florida Statutes.

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 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 Section 420.9071, Florida Statutes.

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/Developer shall develop the Project as a residential development, and sell, as owner-occupied residential homes, One (1) Affordable Dwelling Unit exclusively to Eligible Persons or Eligible Households throughout the Affordability Period (as defined and established pursuant to Section 2.4 hereof). The Affordable Dwelling Unit that the Owner/Developer is obligated to develop, sale 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 Persons 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, 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/Developer 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/Developer 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 ten (10) years from such Project completion date. The County may, in its discretion, determine a project completion date for a specific phase of the Project, in which case the Affordability Period for the Assisted Units in that phase shall commence and conclude based on the phase-specific completion date. In the event Owner fails at any time during the Affordability Period to sell the Assisted Units 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/Developer shall comply with all requirements of the Comprehensive Plan, all standards and requirements of the LDC, the Florida Building Code 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 an owner-occupied, for-sale residential dwelling unit.

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/Developer hereby covenant and agree that they 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/Developer 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/Developer comply 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. In the event that a transfer of ownership takes place to a non-Eligible Person or non-Eligible Household for all or any part of the Property during the Affordability Period, Owner are responsible to repay the remaining portion of the Incentive reduced by ten percent (10%) of the original Incentive amount for each year Property

was compliant during the Affordability Period.

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. Owner/Developer 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. If Property is being rented or 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/Developer (including specifically any subsequent purchaser of an Assisted Unit) default 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 sixty (60) 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/Developer of their obligations under this Agreement, it being recognized that the beneficiaries of Owner/Developer's obligations hereunder cannot be adequately compensated by monetary damages in the event of Owner/Developer's default; and
- (b) To rescind any and all Incentives, either regulatory and/or financial, provided to Owner/Developer; and
- (c) To cause the Owner to repay to the County an amount equal to the Incentive reduced by ten percent (10%) of the original Incentive amount for each year Property was compliant during the Affordability Period.

ARTICLE V

Representations and Warranties of Owner and Developer

Section 5.1 Validity. Owner/Developer warrant and represent that they have validly executed this Agreement and the same constitutes the binding obligation of the Owner/Developer. Owner/Developer warrant and represent that they have full power, authority and capacity to enter into this Agreement, to carry out the Owner/Developer'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/Developer's knowledge, the making of this Agreement and the Owner/Developer's obligations hereunder:

- (a) Will not violate any contractual covenants or restrictions between Owner/Developer or any third party, or affecting the Property; and
- (b) Will not conflict with any of the instruments that create or establish Owner/Developer'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/Developer, without regard to capacity, any person with Owner/Developer 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/Developer's knowledge, threatened, against Owner/Developer 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/Developer'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/Developer 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/DEVELOPER:

**Tesha Wood, Managing Member
Luis Solari, Managing Member
LTC Signature Homes, LLC
4214 Marlowe Drive
Sarasota, FL 34241**

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, Owner/Developer 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/Developer expressly acknowledge and agree 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/Developer's Project. Owner/Developer acknowledge that Developer is a sophisticated developer of housing projects, and has entered into this Agreement, and committed to develop their 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/Developer and the County have entered into this Agreement, as of the date set forth above.

WITNESSES:

Hilari Ray
Hilari Ray

OWNER/DEVELOPER

Tesha Wood
LTC Signature Homes, LLC

By: Tesha Wood

As its Managing Member

WITNESSES:

Hilari Ray
Hilari Ray

OWNER/DEVELOPER

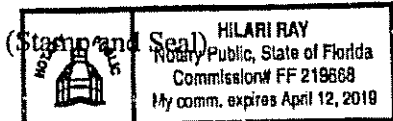
Luis Solari
LTC Signature Homes, LLC

By: Luis Solari

As its Managing Member

STATE OF FLORIDA
COUNTY OF MANATEE

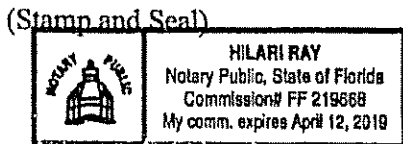
SWORN AND SUBSCRIBED before me this 29th day of May, 2018, by Tesha Wood, (as Owner/Developer), who is personally known to me and/or provided as identification, and who did take an oath (or affirm). If no type of identification is indicated, the above named person is personally known to me.



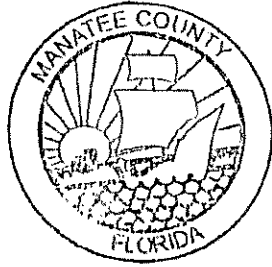
Hilari Ray
Signature of Notary Public

STATE OF FLORIDA
COUNTY OF MANATEE

SWORN AND SUBSCRIBED before me this 29th day of May, 2018, by Luis Solari, (as Developer/Developer), who is personally known to me and/or provided FL ID 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.



Hilari Ray
Signature of Notary Public



**MANATEE COUNTY, a political subdivision of
the State of Florida**

By: its Board of County Commissioners

By: *Rinalda*
Chairperson

Date: 6/12/18

**ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: *Webi Lesner*
Deputy Clerk

EXHIBIT "A"

Legal Description

Commence at the Southwest corner of Section 30, Township 35 South, Range 18 East, Manatee County, Florida; thence East along the South line of said Section 30, a distance of 1834.93 feet to a point; thence N00°06'19"W, 25.50 feet to the intersection of the North right-of-way line of Tallevast Road – 77th Avenue East and the West right-of-way line of 19th Street East; thence continue N00°06'19"W along said West right-of-way line, a distance of 193.00 feet for a Point of Beginning; thence continue N00°06'19"W, along said West right-of-way line, a distance of 100.00 feet, thence West 120.00 feet, thence S00°06'19"E, 100.00 feet, thence East, 120.00 feet to the Point of Beginning..

Parcel Identification Number: #1991900759

EXHIBIT "B"

Incentives

Per Manatee County Resolution R-17-069 and Manatee County Land Development Code, Section 545 – Housing Program, Program Incentives to be provided to the Owner/Developer 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
Expedited Review and Permitting	N/A	N/A
Review Fees	N/A	N/A
Educational Facilities Impact Fee	X	6,127.00
County Impact Fees	X	3,812.00
Facility Investment Fees	X	1,970.00
Sidewalk Location	N/A	N/A
Tree Protection Trust Fund	N/A	N/A
Density Bonus (maximum number of units which can be built in the Project subject to the density bonus is ___ Dwelling Units).	N/A	N/A
Transfer of Development Rights	N/A	N/A
Site Improvement Incentives	N/A	N/A
Infill Development	N/A	N/A

Total Per-Unit Dollar Value: \$ 11,909.00
 Total Incentives for Assisted Units \$ 11,909.00

STATE OF FLORIDA, COUNTY OF MANATEE
 This is to certify that the foregoing is a true and correct copy of the document on file in my office.

No redactions Redacted pursuant to law
 Full Document Page ___ of ___
 Not 10% Letter of Administration is in full force and effect

Witness my hand and official seal dated 6-25-18
 MANATEE COUNTY CLERK OF COURT
 By: Angelina Colonnese
 Deputy Clerk

RESOLUTION R-17-069

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING AFFORDABLE HOUSING; ESTABLISHING THE LIVABLE MANATEE INCENTIVE PROGRAM FOR QUALIFIED NEW AFFORDABLE HOUSING IN UNINCORPORATED MANATEE COUNTY; AUTHORIZING THE ESTABLISHMENT OF ADMINISTRATIVE PROCEDURES; RESCINDING AND REPLACING RESOLUTIONS R-07-37 AND R-07-58; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Housing Element of the Manatee County Comprehensive Plan mandates the establishment and implementation of programs to meet the County's affordable housing needs; and

WHEREAS, Section 125.01055 and Part VII of Chapter 420, Florida Statutes, encourage the adoption of affordable housing incentive strategies; and

WHEREAS, sharp increases in the median purchase price of a home and the cost of rental housing have far outstripped the increases in median income in the state, limiting the County's workforce from accessing affordable rental and homeownership housing opportunities; and

WHEREAS, it is in the interest of the public health, safety and welfare for the County to provide housing opportunities to qualified low and moderate-income residents of owner-occupied and multi-family rental affordable housing pursuant to Section 125.01055 and Part VII of Chapter 420, Florida Statutes; and

WHEREAS, the Board of County Commissioners finds that the support of affordable housing through the expenditure of public funds as provided in this Resolution serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, THAT:

SECTION 1. ESTABLISHMENT OF LIVABLE MANATEE INCENTIVE PROGRAM. The Livable Manatee Incentive Program (Program), inclusive of the Livable Manatee Homeownership Incentives and the Livable Manatee Home Rental Incentives, is hereby established to encourage the development of affordable housing units in unincorporated Manatee County, and to protect the County's investment in affordable housing.

- (a) Homeownership Incentives. The goal of the Livable Manatee Homeownership Incentives shall be to foster the construction of new affordable owner-occupied dwelling units within mixed-income developments and encourage scattered site, infill development. Dwelling units qualifying for these incentives shall meet the following criteria:

- i. They shall be located in unincorporated Manatee County.
 - ii. If a new subdivision is under development with more than 18 units, the affordable units incentivized shall comprise no more than 33% of the total dwellings within the development in which they are being built.
- (b) Rental Home Incentives. The goal of the Livable Manatee Home Rental Incentives shall be to foster the construction of new mixed-income rental communities that include in their composition affordable dwelling units. Dwelling units qualifying for these incentives shall meet the following criteria:
- i. They shall be located in unincorporated Manatee County.
 - ii. They shall also be located in the Urban Service Area or within one-quarter (1/4) mile of a MCAT bus route.
 - iii. The number of affordable dwelling units shall be equal to at least 25% of the total number of dwelling units but no more than 50% of the units in the development in which they are being built will be eligible for the incentive.
- (c) Additional Criteria. All dwelling units qualifying for participation in the Program shall also meet the following criteria:
- i. They shall be subject to a Land Use Restriction Agreement (LURA) between the developer and the County, requiring that they remain qualified affordable dwellings under terms established by the Program. The LURA shall specify the Program incentives to be provided to the developer for qualifying affordable units pursuant to this Resolution.
 - ii. They shall be "affordable" within the meaning set forth in Florida Statute 420.9071.
 - iii. They shall comply with the requirements of the County's Comprehensive Plan and Land Development Code (LDC), and any administrative procedures adopted pursuant to Section 2.
 - iv. Conversions of buildings to residential use to include affordable housing units shall be permitted under this Program. The number of affordable dwelling units shall be equal to at least 25% of the total number of dwelling units but no more than 50% of the units in the development will be eligible for the incentive.
- (d) County Financial Assistance. For affordable housing units qualifying for the incentives established above, the County may pay 100% of the following fees, assessed on the qualifying affordable housing units only:

Resolution R-17-069

- i. County impact fees levied pursuant to Chapter 11 of the LDC;
- ii. Educational facilities impact fees levied pursuant to Article VII, Division 2, of Chapter 2-29 of the County's Code of Ordinances; and
- iii. Facility investment fees levied pursuant to Article VIII of Chapter 2-31 of the County's Code of Ordinances.

Moneys shall be paid or transferred by the County directly to the appropriate fund or account or, in the case of school impact fees, directly to the Manatee County School District, on behalf of the developer of the qualifying affordable units.

- (e) Pending Incentives. Any affordable housing unit(s) approved and under consideration for incentives pursuant to the Manatee County Affordable Housing Impact Fee Program pursuant to R-07-58 as of the date of the adoption of this Resolution may be eligible for such assistance.
- (f) Source of Funds. The Manatee County Affordable Housing Subsidy Fund shall be used to fund the incentives authorized pursuant to this Resolution. The provision of incentives for any qualified affordable housing units shall be subject to availability of funds and subject to budgeting and appropriation of such funds by the Board of County Commissioners. The Board of County Commissioners may, in its sole discretion, replenish the Affordable Housing Subsidy Fund to fulfill the objectives of the Livable Manatee Incentive Program.

SECTION 2. ADMINISTRATIVE PROCEDURES. The County Administrator is authorized to establish administrative procedures for the implementation of this Resolution.

SECTION 3. REPEAL AND REPLACEMENT. This Resolution repeals and replaces Resolutions R-07-37 and R-07-58. The Manatee County Affordable Housing Impact Fee Program established pursuant to Resolution R-07-58 is hereby replaced by the Program authorized herein.

SECTION 4. SEVERABILITY. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such section, sentence, clause, or provisions shall be deemed severable, and such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution. In the event of a conflict with any existing resolution, this Resolution shall prevail.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS
22nd DAY OF August, 2017.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: *Betsy Benac*
Chairperson Betsy Benac

ATTEST: ANGELINA M. COLONNESO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

By: *Robin Roth OC*
Deputy Clerk

