

**RESOLUTION NO. R-21-092**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AUTHORIZING CONVEYANCE OF COUNTY PROPERTY TO COMMUNITY SOLUTIONS 360, INC., A NONPROFIT CORPORATION, FOR THE PURPOSES OF PROMOTING PUBLIC OR COMMUNITY INTEREST AND WELFARE BY PROVIDING AFFORDABLE HOUSING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**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-family 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 affordable housing, and is authorized to convey or lease 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 of that property to a homeowner or development of that property for rental housing pursuant to Section 125.38, Florida Statutes, to serve the community interest and welfare; and

**WHEREAS**, Community Solutions 360, Inc., a Florida nonprofit corporation, has made an application for the property located at 106 57<sup>th</sup> Avenue West, Bradenton, Florida 34207, as described in the proposed Deed attached hereto as Exhibit "A," offering affordable housing for homeownership to eligible households; and

**WHEREAS**, the Board of County Commissioners finds and is satisfied that the property is not needed for County purposes and has determined it is in the best interest of Manatee County, Florida, to convey this property to Community Solutions 360, Inc., a Florida nonprofit corporation, for the betterment of the community.

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

The Chairman or Vice Chairman of this Board is authorized to execute a Deed, or such other instrument of conveyance as may be required, substantially in the form attached hereto as Exhibit "A," conveying the property described therein to Community Solutions 360, Inc., a Florida nonprofit corporation, subject to the Land Use Restriction Agreement referenced in such Deed, for the sum of \$10.00 to it in hand paid by Grantee and other good and valuable consideration, receipt of which is hereby acknowledged.

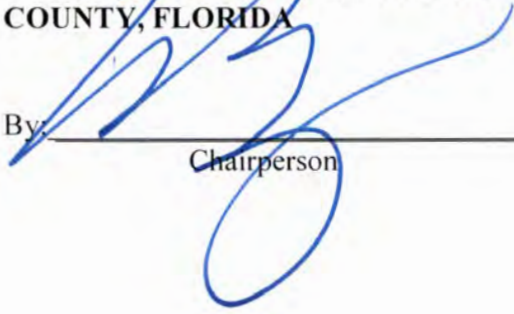
If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

This Resolution shall take effect immediately upon its adoption.

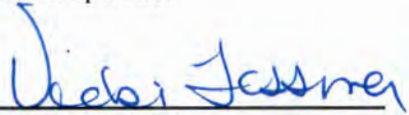
**PASSED AND DULY ADOPTED** with a quorum present and voting this 8th day of June 2021.



**BOARD OF COUNTY  
COMMISSIONERS OF MANATEE  
COUNTY, FLORIDA**

By:   
Chairperson

**ATTEST:** Angelina Coloneso  
Clerk of the Circuit Court  
and Comptroller

By:   
Deputy Clerk

This instrument prepared by:  
Manatee County Redevelopment and Economic Opportunity Department  
Post Office Box 1000  
Bradenton, Florida 34206

ID # 6031110007

=====SPACE ABOVE THIS LINE FOR RECORDING DATA=====

**DEED**

**THIS DEED** made this 8th day of June 2021, by **MANATEE COUNTY**, a political subdivision of the State of Florida (hereinafter, the "Grantor"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and **COMMUNITY SOLUTIONS 360, INC.**, a Florida non-profit corporation (hereinafter, the "Grantee"), whose mailing address is 8466 Lockwood Ridge Road, #157, Sarasota, Florida 34243.

**WITNESSETH** that the said Grantor, for and in consideration of the sum of \$10.00 to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, its heirs and assigns forever, the following described land, lying and being in Manatee County, Florida:

**EAST 70 FEET OF LOT 1, CLEO VILLAS ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGE 79, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.**

More commonly known as: 106 57<sup>th</sup> Avenue West, Bradenton, FL 34207

Parcel Identification Number: 6031110007

**Subject to** all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any; and

**Subject to** the restrictions set forth in the Land Use Restriction Agreement of even date herewith executed by the parties and recorded in the Official Records of the County.

**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 Chair or Vice Chair of said Board, the day and year aforesaid.

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

**By: its BOARD OF COUNTY  
COMMISSIONERS**

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

**ATTEST:** Angelina Colonnese  
Clerk of the Circuit Court  
and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

**THIS INSTRUMENT PREPARED BY:**

Victoria Rosenbecker, Real Property Specialist  
Property Acquisition Division  
On behalf of Joy Leggett-Murphy, Property Acquisition Division Manager  
Manatee County Property Management Department  
1112 Manatee Avenue West, Suite 800  
Bradenton, Florida 34205

\_\_\_\_\_  
SPACE ABOVE THIS LINE FOR RECORDING DATA

**COUNTY DEED**

(Pursuant to Section 125.411 Florida Statutes)

**THIS COUNTY DEED** is made this 8<sup>th</sup> day of June, 2021, by **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205, party of the first part, (**Grantor**), and **COMMUNITY SOLUTIONS 360, INC.**, a Florida non-profit corporation, whose mailing address is 8466 Lockwood Ridge Road, #157, Sarasota, Florida 34243, party of the second part, (**Grantee**).

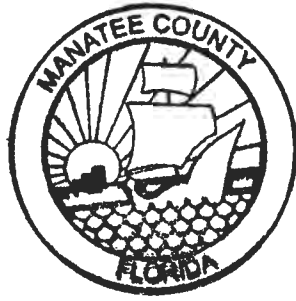
**WITNESSETH** that Grantor, for and in consideration of the sum of **ONE AND 00/100 DOLLAR (\$1.00)** to it in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, his or her heirs and assigns forever, the following described land lying and being in Manatee County, Florida (**Property**):

**See legal description in Exhibit A, attached to and incorporated in this County Deed by reference.**

**WITNESSETH** that Grantor reserves unto itself, its heirs, successors or assigns, a nonexclusive, permanent easement for ingress, egress, construction, and maintenance of surface and/or underground utility facilities over, under, and across the property situated in Manatee County, State of Florida, more particularly described as the easterly 15.00 feet of Property.

**IN WITNESS WHEREOF** Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

**SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.**



**GRANTOR:**  
BOARD OF COUNTY COMMISSIONERS OF  
MANATEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: Wabi Jessma  
Deputy Clerk

# Exhibit "A"

## Sketch of Description

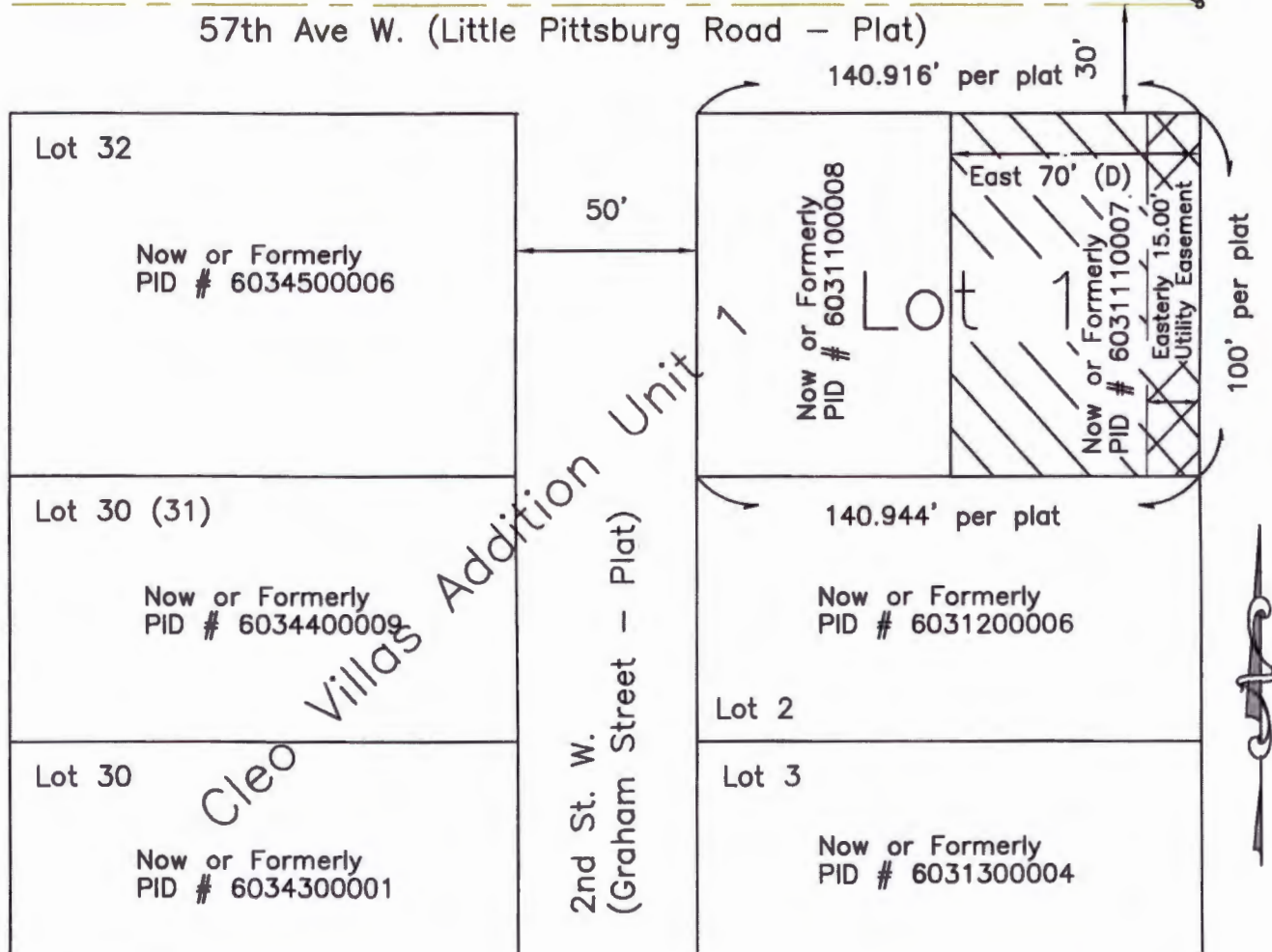
(NOT A SURVEY)

Description: per Official Records Book 1820 Page 4632 Public Records Manatee County, Florida:

The East 70 feet of Lot 1, Unit 1, Cleo Villas Addition, as per plat thereof recorded in Plat Book 10, Page 79, of the Public Records of Manatee County, Florida.

Manatee County reserves to itself a Utility Easement along the easterly 15.00 feet of said parcel.

N.E. Corner of SE 1/4 of Section 14,  
Township 35S, Range 17 E



**Notes:**

1. This Sketch of Description does not certify of warranty: title, zoning, easements, or freedom of encumbrances.
2. Subject to easements, dedications and restrictions of record not provided to the surveyor and mapper.
3. Not valid without the original signature and raised seal of a Florida licensed surveyor & mapper. This is not a survey.
4. The dimensions and directions shown hereon are per Plat unless otherwise noted.
5. Containing 7,000 Square Feet or 0.1607 Acres, More or Less.
6. Not To Scale.



**Todd E. Boyle, RSM**  
 Florida Registered Professional Surveyor & Mapper, 6047  
 Date: 5/7/2020

PID = Parcel Identification Number  
 POB = Point of Beginning  
 POC = Point of Commencement  
 (D) = Dead  
 PC = Point of Curvature  
 PT = Point of Tangency  
 PCC = Point of Compound Curvature  
 PRC = Point of Reverse Curvature  
 R/W = Right of Way  
 P.B. = Plat Book  
 P.G. = Page

Drawing  
 Path: S:\SURVEY\2020  
 Jobs\20200405\_Sketches  
 For Conveyance  
 \CAD\_DWG's\108 57th Ave  
 W E 70' of Lot 1  
 Sheet: 1 OF 1  
 Section 14, Township 35  
 South, Range 17 East  
 Drawing Date: 04/30/20

**LAND USE RESTRICTION AGREEMENT**  
*for*  
**MANATEE COUNTY**  
*and*  
**COMMUNITY SOLUTIONS 360, INC.**

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made and entered into as of June 8, 2021 by and between Manatee County, a political subdivision of the State of Florida (hereinafter referred to as the "County") and COMMUNITY SOLUTIONS 360, INC., a Florida nonprofit 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 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 of that property to a homeowner 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 106 57<sup>th</sup> Avenue West, Bradenton, Florida 34207, 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") and Neighborhood Stabilization Program ("NSP") to the Owner for the construction of one or more single family residences located on the Property for resale to HOME and NSP eligible beneficiaries (the "Project"), subject to the award of such HOME and NSP 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 to the general public.
- (b) "Affordable Dwelling Unit" shall mean a Dwelling Unit that is Affordable to low 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, as an owner-occupied residential home, two (2) Dwelling Units in the Project as Affordable Dwelling Units exclusively to Low 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, 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 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, 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 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 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.** 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. 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 (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 effect 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:**

**COMMUNITY SOLUTIONS 360, INC.  
8466 Lockwood Ridge Road, #157  
Sarasota, Florida 34243**

**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:

Kathleen Davis  
Deborah Renee Ash

OWNER

Laura Carter  
Community Solutions 360, Inc.

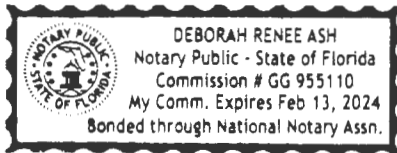
By: Laura Carter

As its President

STATE OF FLORIDA  
COUNTY OF MANATEE

SWORN AND SUBSCRIBED before me this 8 day of June, 2021, by Laura Carter, (as President of Community Solutions 360, Inc.), 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.

(Stamp and Seal)



Deborah Renee Ash  
Signature of Notary Public

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners



By: [Signature]  
Chairperson

Date: June 8, 2021

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: Wendi Jessman  
Deputy Clerk

**EXHIBIT "A"**

**Legal Description**

**EAST 70 FEET OF LOT 1, CLEO VILLAS ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGE 79, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.**

**MANATEE COUNTY RESERVES TO ISELF A UTILITY EASEMENT ALONG THE EASTERLY 15.00 FEET OF SAID PARCEL.**

More commonly known as: 106 57<sup>th</sup> Avenue West, Bradenton, FL 34207

Parcel Identification Number: 6031110007



**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	\$10,000
HOME Funds <sup>1</sup>	X	\$175,000 est.
NSP Funds <sup>2</sup>	X	\$175,000 est.

Total Per-Unit Dollar Value:                   \$175,000.00  
Total Incentives for Assisted Units           \$350,000.00

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1 Subject to award of HOME Funds and execution of a separate agreement. Amount is an estimate and may change upon determination of development costs from an approved project application.

2 Subject to award of NSP Funds and execution of a separate agreement. Amount is an estimate and may change upon determination of development costs from an approved project application.

## **RESOLUTION NO. R-21-092**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AUTHORIZING CONVEYANCE OF COUNTY PROPERTY TO COMMUNITY SOLUTIONS 360, INC., A NONPROFIT CORPORATION, FOR THE PURPOSES OF PROMOTING PUBLIC OR COMMUNITY INTEREST AND WELFARE BY PROVIDING AFFORDABLE HOUSING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**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-family 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 affordable housing, and is authorized to convey or lease 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 of that property to a homeowner or development of that property for rental housing pursuant to Section 125.38, Florida Statutes, to serve the community interest and welfare; and

**WHEREAS**, Community Solutions 360, Inc., a Florida nonprofit corporation, has made an application for the property located at 106 57<sup>th</sup> Avenue West, Bradenton, Florida 34207, as described in the proposed Deed attached hereto as Exhibit "A," offering affordable housing for homeownership to eligible households; and

**WHEREAS**, the Board of County Commissioners finds and is satisfied that the property is not needed for County purposes and has determined it is in the best interest of Manatee County, Florida, to convey this property to Community Solutions 360, Inc., a Florida nonprofit corporation, for the betterment of the community.

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

The Chairman or Vice Chairman of this Board is authorized to execute a Deed, or such other instrument of conveyance as may be required, substantially in the form attached hereto as Exhibit "A," conveying the property described therein to Community Solutions 360, Inc., a Florida nonprofit corporation, subject to the Land Use Restriction Agreement referenced in such Deed, for the sum of \$10.00 to it in hand paid by Grantee and other good and valuable consideration, receipt of which is hereby acknowledged.

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 invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

This Resolution shall take effect immediately upon its adoption.

**PASSED AND DULY ADOPTED** with a quorum present and voting this 8th day of June 2021.

**BOARD OF COUNTY  
COMMISSIONERS OF MANATEE  
COUNTY, FLORIDA**

By: \_\_\_\_\_  
Chairperson

**ATTEST:** Angelina Colonnese  
Clerk of the Circuit Court  
and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

**THIS INSTRUMENT PREPARED BY:**

Victoria Rosenbecker, Real Property Specialist  
Property Acquisition Division  
On behalf of Joy Leggett-Murphy, Property Acquisition Division Manager  
Manatee County Property Management Department  
1112 Manatee Avenue West, Suite 800  
Bradenton, Florida 34205

SPACE ABOVE THIS LINE FOR RECORDING DATA

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**COUNTY DEED**

(Pursuant to Section 125.411 Florida Statutes)

**THIS COUNTY DEED** is made this 8<sup>th</sup> day of June, 2021, by **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205, party of the first part, (**Grantor**), and **COMMUNITY SOLUTIONS 360, INC.**, a Florida non-profit corporation, whose mailing address is 8466 Lockwood Ridge Road, #157, Sarasota, Florida 34243, party of the second part, (**Grantee**).

**WITNESSETH** that Grantor, for and in consideration of the sum of **ONE AND 00/100 DOLLAR (\$1.00)** to it in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, his or her heirs and assigns forever, the following described land lying and being in Manatee County, Florida (**Property**):

**See legal description in Exhibit A, attached to and incorporated in this County Deed by reference.**

**WITNESSETH** that Grantor reserves unto itself, its heirs, successors or assigns, a nonexclusive, permanent easement for ingress, egress, construction, and maintenance of surface and/or underground utility facilities over, under, and across the property situated in Manatee County, State of Florida, more particularly described as the easterly 15.00 feet of Property.

**IN WITNESS WHEREOF** Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

**SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.**

**GRANTOR:**

BOARD OF COUNTY COMMISSIONERS OF  
MANATEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

# Exhibit "A"

## Sketch of Description

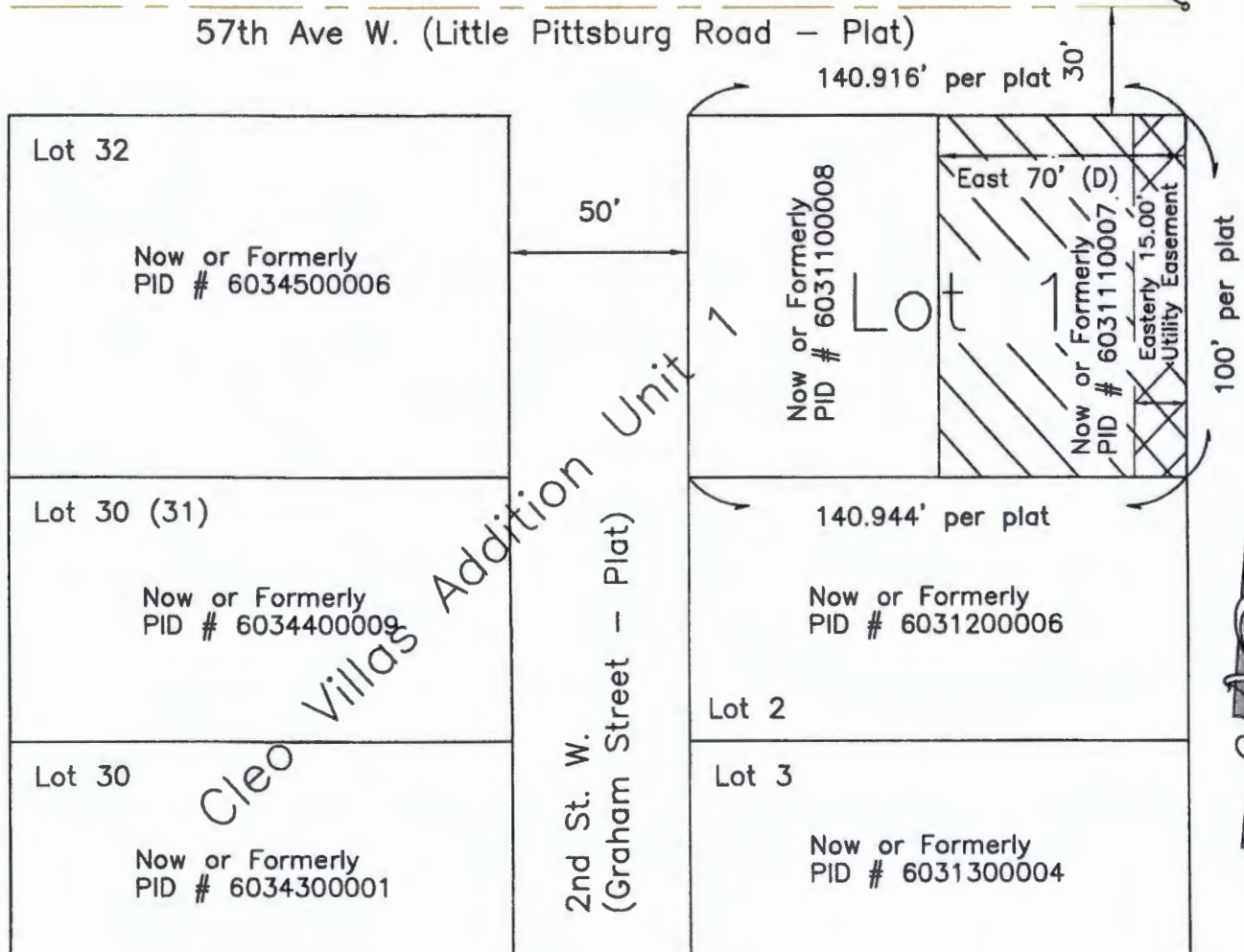
(NOT A SURVEY)

Description: per Official Records Book 1820 Page 4632 Public Records Manatee County, Florida:

The East 70 feet of Lot 1, Unit 1, Cleo Villas Addition, as per plat thereof recorded in Plat Book 10, Page 79, of the Public Records of Manatee County, Florida.

Manatee County reserves to itself a Utility Easement along the easterly 15.00 feet of said parcel.

N.E. Corner of SE 1/4 of Section 14,  
Township 35S, Range 17 E



**Notes:**

1. This Sketch of Description does not certify of warranty: title, zoning, easements, or freedom of encumbrances.
2. Subject to easements, dedications and restrictions of record not provided to the surveyor and mapper.
3. Not valid without the original signature and raised seal of a Florida licensed surveyor & mapper. This is not a survey.
4. The dimensions and directions shown hereon are per Plat unless otherwise noted.
5. Containing 7,000 Square Feet or 0.1607 Acres, More or Less.
6. Not To Scale.



TODD E. BOYLE  
REGISTERED PROFESSIONAL SURVEYOR

TODD E. BOYLE RSM  
Florida Registered Professional Surveyor & Mapper, 6047

5/7/2020

PID = Parcel Identification Number  
POB = Point of Beginning  
POC = Point of Commencement  
(D) = Deed  
PC = Point of Curvature  
PT = Point of Tangency  
PCC = Point of Compound Curvature  
PRC = Point of Reverse Curvature  
R/W = Right of Way  
P.B. = Plat Book  
P.G. = Page

Drawing  
Path: S:\SURVEY\2020  
Jobs\20200405\_Sketches  
For Conveyance  
\CAD\_DWG's\106 57th Ave  
W E 70' of Lot 1

Sheet: 1 OF 1

Section 14, Township 35  
South, Range 17 East

Drawing Date: 04/30/20

**APPROVED** in Open Session  
**6/8/2021**  
Manatee County Board of County  
Commissioners



## Board of County Commissioners June 8, 2021 - Regular Meeting

### **SUBJECT**

ADOPTION OF RESOLUTION R-21-092 AUTHORIZING CONVEYANCE OF COUNTY-OWNED PROPERTY TO COMMUNITY SOLUTIONS 360, INC. FOR AFFORDABLE HOUSING DEVELOPMENT; EXECUTION OF A LAND USE RESTRICTION AGREEMENT AND CONVEYANCE DEED FROM COUNTY OF MANATEE TO COMMUNITY SOLUTIONS 360, INC., A NONPROFIT ORGANIZATION

### **Category**

REGULAR

### **Briefings**

None

### **Contact and/or Presenter Information**

Geri C. Lopez, Redevelopment and Economic Opportunity Director / ext. 3937  
Denise L. Thomas, Community Development Division Manager / ext. 3474

### **Action Requested**

Adoption of Resolution R-21-092 for conveyance of County-owned property located at 106 57th Avenue West, Bradenton to Community Solutions 360, Inc., a nonprofit organization, for development of affordable housing.

Authorization for the Chairman to execute a Land Use Restriction Agreement and Conveyance Deed from County of Manatee to Community Solutions 360, Inc., a nonprofit organization.

### **Enabling/Regulating Authority**

Ordinance No. 05-30  
Comprehensive Plan Policy 6.1.3.3  
Manatee County Land Development Code Section 545.6 (County-owned Property)

### **Background Discussion**

On March 7, 2003, the subject property located at 106 57th Avenue West, Bradenton was acquired by Manatee County.

The site is a vacant parcel.

Redevelopment and Economic Opportunity completed a site assessment on the parcel as required for conveyance to a nonprofit agency to serve the community interest and welfare.

Community Solutions 360, Inc., a nonprofit corporation, submitted an application for the property to be conveyed to their agency to be developed as affordable housing for sale to low-income households (80% AMI or below).

A Land Use Restriction Agreement (LURA) for the property will be executed between Manatee County and the agency to restrict the use of the property to allow for development of two units (attached villa) that will be marketed for home purchase to low-income households meeting the income and sales price limits as established under Manatee County's Local Housing Assistance Plan (LHAP).

Staff is requesting adoption of Resolution R-21-092 by the Board of County Commissioners for conveyance of the County-owned property to Community Solutions 360, Inc., and authorization for the Chairman to execute the LURA and Conveyance Deed from County of Manatee to Community Solutions 360, Inc., a nonprofit organization.

**Attorney Review**

Not Reviewed (Utilizes exact document or procedure approved within the last 18 months)

[Emailed and sent interoffice 6/14/2021](#)

**Instructions to Board Records**

Return one original Deed, one original Land Use Restriction Agreement, and one certified copy of Resolution R-21-092 to Deborah Ash, Redevelopment and Economic Opportunity Department (deborah.ash@mymanatee.org).

**Cost and Funds Source Account Number and Name**

None

**Amount and Frequency of Recurring Costs**

None



# Manatee County GIS Map



PARCEL_ID	6031110007	EVAC_ZONE	D
PRIMARY_ADDR	106 57TH AVE W	SPECIAL_AREAS	CRA-SC,SWTIF,USA
CITYNAME	BRADENTON	SCHOOL_SV_AREA	SSA-3
ZIP	34207	OWN_ADDR	PO BOX 1000
PLC	SCT	OWN_CITY	BRADENTON
OWNER	COUNTY OF MANATEE	OWN_ST	FL
SECOND_OWNER	COUNTY OF MANATEE	OWN_ZIP	34206
COMMISSIONER	Misty Servia	OWN_CNTRY	USA
SUBDIVISION	CLEO VILLAS ADD UNIT NO 1 PB10/79	BASIN_NAME	BOWLEES CREEK
SUBDIV_NUM	6030800	PARENT_PIN	6031110007
LOT_BLOCK	1-	sourceLayer	Address
ACRES	.161		
LUC	8086		
LUC_DESCR	Govt Owned Vacant County (1555)		
ZONING	RDD-6		
FUTURE_LANDUSE	RES-9		
SECTION_INDEX	14 35S 17E		
FLOOD_ZONE	X		
FLOOD_MAP	12081C0304E		
IMPACT_FEE_DIST	SW		
HISTORIC	URBAN-C		
OVERLAYS	SUR		
FIRE_DISTRICT	CEDAR HAMMOCK FIRE RESC		

2020 Aerials

FLMANA20\_6in\_Delivery.sid

Red: Band\_1

Green: Band\_2

Blue: Band\_3



FLMANA20\_3in\_Delivery.sid

Red: Band\_1

Green: Band\_2

Blue: Band\_3



Florida Major Roads

Interstate

U.S. Road

State Road

County Road

RoadWay Feature

Local Road



base



Parcels

Parcels



Roads for Aerials

Interstates and Highways

Interstate

U.S. Highway

State Road

County Road

Business Road



Major Road

Built

Under Construction

Proposed



Residential Street

Privately Maintained

CDD

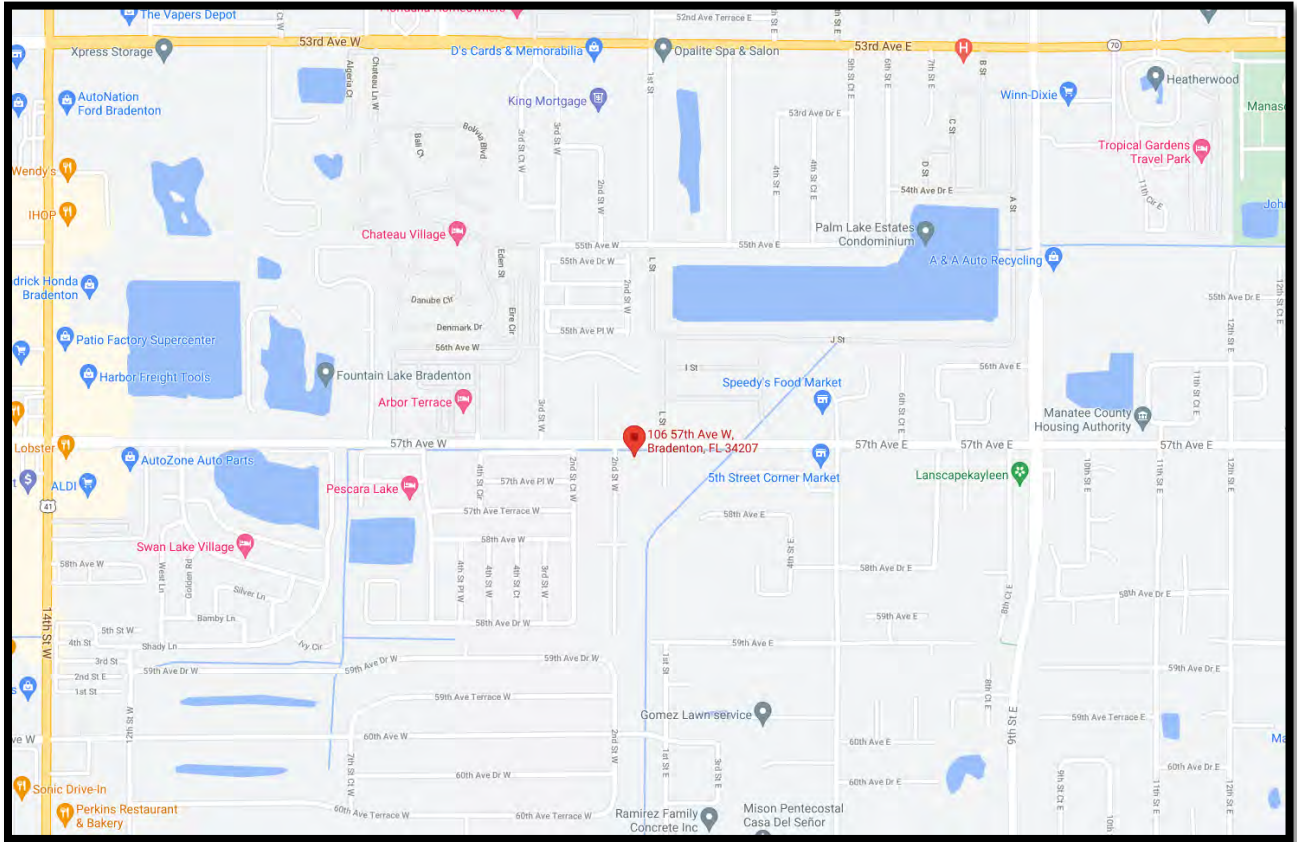
Publicly Maintained



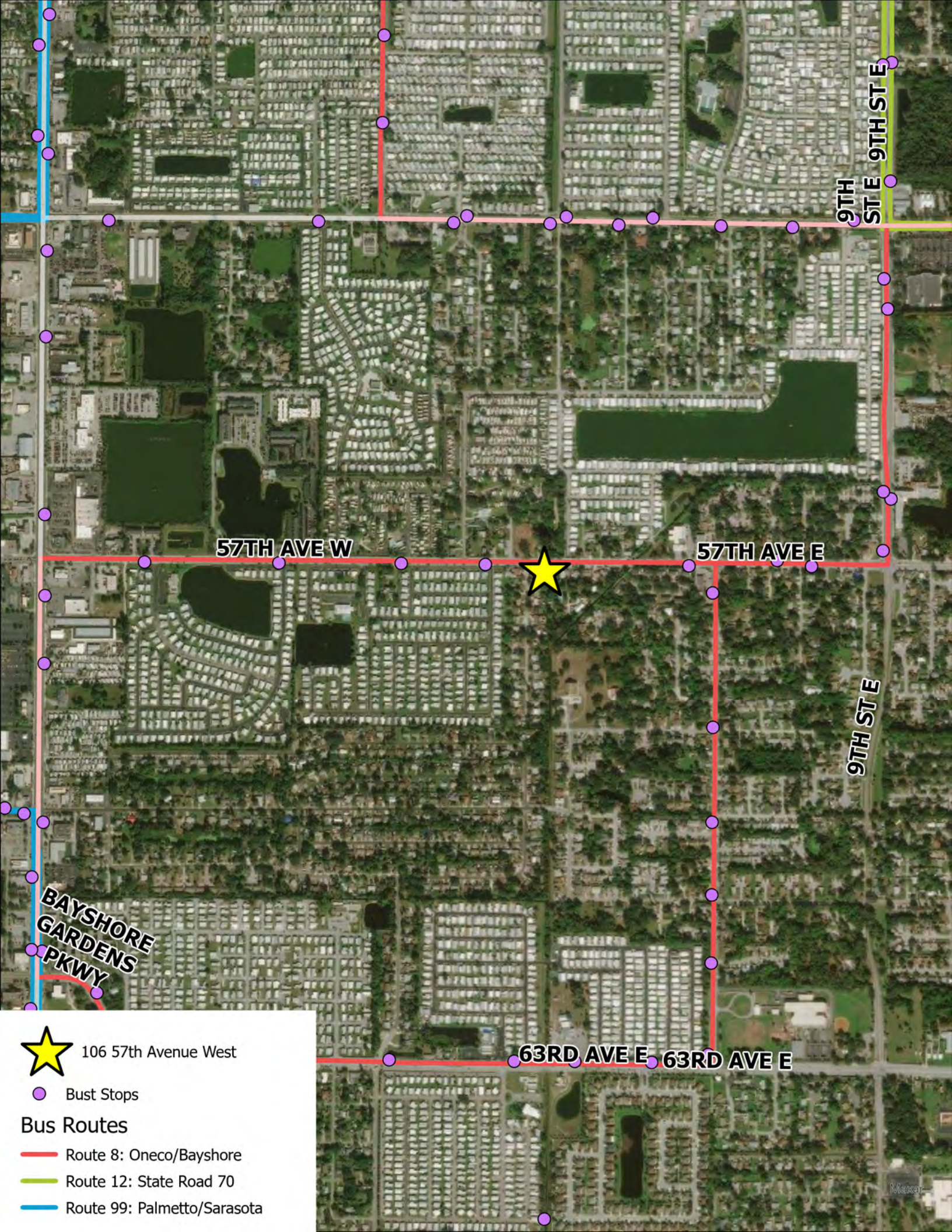
Railroad




# Location Map






**106 57<sup>th</sup> Avenue West  
Bradenton, FL 34207  
Parcel ID: #6031110007**



106 57th Avenue West

 Bust Stops

### Bus Routes

-  Route 8: Oneco/Bayshore
-  Route 12: State Road 70
-  Route 99: Palmetto/Sarasota

9TH ST E  
9TH ST E

57TH AVE W

57TH AVE E

9TH ST E

BAYSHORE  
GARDENS  
PKWY

63RD AVE E

63RD AVE E



Parcel ID: 6031110007  
 Ownership: COUNTY OF MANATEE  
 Owner Type: AFFORDABLE HOUSING  
 Mailing Address: COUNTY OF MANATEE, P O BOX 1000, BRADENTON FL 34206

Situs Address: 106 57TH AVE W, BRADENTON FL 34207-3841  
 Jurisdiction: UNINCORPORATED MANATEE COUNTY  
 Tax District: 0302; CEDAR HAMMOCK FIRE CONTROL DISTRICT  
 CRA/TIF District: SW; SOUTHWEST COUNTY TIF  
 Market Area: 15; WHITFIELD AND DUPLEX CITY AREA

Sec/Twp/Rge: 14-35S-17E  
 Neighborhood: 3320; PRIDE PARK AREA MF W OF 9TH ST E  
 Subdivision: 6030800; CLEO VILLAS ADDITION UNIT 1; LOT 1  
 Census: 120810003062

Parcel Type: REAL PROPERTY  
 Parcel Created: 09/06/1987  
 Map Number: 5BS1

Land Use: 8086; Govt Owned Vacant County (1555)  
 Land Size: 0.1610 Acres or 7,013 Square Feet



DESCRIPTION

THE E 70 FT OF LOT 1, UNIT 1, CLEO VILLAS ADDITION PI#60311.1000/7

2020 FINAL CERTIFIED VALUES

	County	School	IndSpcDist	Municipality
Land Value:	10,000	10,000	10,000	
Improvement Value:	0	0	0	
Total Market Value:	10,000	10,000	10,000	
Land Classified Agricultural:	0	0	0	
Classified Use Value:	0	0	0	
Classified Use Savings:	0	0	0	
Ineligible for 10% Cap:	0	10,000	0	
Eligible for 10% Cap Next Year:	0	0	0	
Eligible for 10% Cap This Year:	10,000	0	10,000	
10% Cap Savings:	0	0	0	
Ineligible for SOH Cap:	10,000	10,000	10,000	
Eligible for SOH Cap Next Year:	0	0	0	
Eligible for SOH Cap This Year:	0	0	0	
SOH Cap Savings:	0	0	0	
Assessed Value:	10,000	10,000	10,000	
Exempt Value:	10,000	10,000	10,000	
Taxable Value:	0	0	0	

2021 Exemptions	Type	BegYear	County	School	IndSpcDist	Municipality
8500 MANATEE COUNTY	GOVERNMENTAL	2003	10,000	10,000	10,000	0

2021 SPECIAL ASSESSMENTS

FD02 CEDAR HAMMOCK FIRE CONTROL	0.00
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ADDRESSES ASSIGNED TO THE PROPERTY

106 57TH AVE W
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PROPERTY APPRAISER INSPECTIONS

09/07/2016	JAG	INSPECTION BY IMAGE TECHNOLOGY	5 YEAR STATUTORY REVIEW
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LAND INFORMATION

#	Type	Code	Ag	Ex	Sqft	Acres	Rate	Value	Actual	Effect	Depth	Table	Factor	Override	Influences	Zoning
1	U	101	No	0%	7,013	0	20,000	10,000					1.0			RDD-6

SALES INFORMATION

Salekey	Sale Date	Book/Page/Inst #	Instrument Type	V / I	Qual Code	Sale Price	Grantee	Grantor
1802163	3/7/2003	1820 / 4632	WARRANTY DEED	I	37	\$1	COUNTY OF MANATEE	CHLEBINA, KENDALL L
1611976	5/23/1988	1221 / 3276	DEED	I	37	\$32,000	CHLEBINA, KENDALL L TC	MIDLAND BUCKEYE FED SAV & LOAN
1611977	12/22/1987	1206 / 2312	TITLE CERT	I	37	\$1	MIDLAND BUCKEYE FEDERAL	TROOS, DAVID CCC
1611978	6/1/1984	1082 / 2939	UNKNOWN	I	01	\$61,000	ROOS, DAVID	MOORE, WILLIAM M
1611979	4/1/1984	1076 / 1934	UNKNOWN	I	01	\$50,400	MOORE, WILLIAM M *	VALENTE, RICHARD L
1611980	3/1/1980	0981 / 1498	UNKNOWN	I	01	\$41,000	VALENTE, RICHARD L *	HUBBARD, STEPHEN G & PATRICIA



## BUILDING PERMITS

Permit	Issued	Purpose	Description	Contractor	Amount	Agency Status	Final Date	Cert Occ Date
03041518	06/17/2003	DEMOLISH	DEMO DUPLEX/2/1 EACH SIDE/1STY/SWR/WTR/CB/SHGL/	OWNER	\$2,000	CLOSED		09/20/2005



## MEMORANDUM

To: Dr. Scott Hopes, County Administrator

From: Diane Vollmer, Agenda Coordinator

Date: June 7, 2021

Subject: **Agenda Update for Meeting of June 8, 2021**

*This memo and the changes indicated below are reflected in the electronic agenda.*

### Changes to Consent Agenda

#### PROPERTY MANAGEMENT

**Item 40 - Resolutions R-21-029 and R-21-090 regarding the Florida Maritime Museum; Amended and Restated Management Agreement; and License Agreement**

This item was moved from the Consent Agenda to New Business-Items Removed from Consent Agenda.

#### PUBLIC WORKS

**Item 47 - Resolution R-21-093 and Florida Department of Transportation Agreement, a State-Funded Grant Agreement for Moccasin Wallow Road Expansion from 115th Street East to US 301**

- The resolution was updated and replaced to incorporate minor changes suggested by the County Attorney's Office.
- The agreement was updated and replaced to include Exhibit O.

### Changes to Regular Agenda

#### REDEVELOPMENT AND ECONOMIC OPPORTUNITY

**Item 5 - Resolution R-21-092 - Conveyance of County-Owned Property to Community Solutions 360, Inc. for Affordable Housing Development; Land Use Restriction Agreement and Conveyance Deed from County of Manatee to Community Solutions 360, Inc.**

The agreement was updated and replaced to correct the Total Per-Unit Dollar Value to \$175,000 in Exhibit "B".

#### FINANCIAL MANAGEMENT

**Item 62 - Resolution R-21-100 authorizing the issuance of Infrastructure Sales Tax Revenue Improvement Notes, Series 2021; Resolution R-21-102 authorizing a Reimbursement Resolution; and Budget Resolution B-21-087**

**Item 63 - Resolution R-21-099 authorizing the issuance of the Revenue Improvement Notes, Series 2021; Resolution R-21-101 authorizing a Reimbursement Resolution; and Budget Resolution B-21-094**

The PRAG Recommendation Memos for Items 62 and 63 were updated and replaced to correct the Interest Rate Calculations (on Page 2) from .79% to "79%."

## **ADMINISTRATION**

### **Item 64 - Resolution R-21-085 regarding Ballot Question for School Board Millage and Budget Resolution B-21-086**

This item has been scheduled for a 1:30 p.m. time certain.

### **Item 66 - Confirmation of Appointment of Deputy County Administrator**

Mr. Reinshuttle's resumé was added to this agenda item.

## **NEIGHBORHOOD SERVICES**

### **Item 67 – Donation from the Friends of the Braden River Library and Budget Resolution B-21-074**

Pictures depicting ongoing renovations at the Braden River Library were added to this agenda item.

## **Additions to Commissioner Agenda**

### **COMMISSIONER BELLAMY**

#### **Item 70 - Resolution Naming the Judicial Center Law Library after Attorney Layon Robinson, II**

Request for a "Motion to direct the County Attorney's Office to prepare a resolution naming the judicial center law library after Attorney Layon Robinson, II, and to schedule and advertise the resolution for a public hearing."

#### **Item 71 - Authorization to Include Sylvan Oaks, and the Associated Drainage Systems, as High Priority for Flood Mitigation Analysis through the North County Watershed Management Plan**

Request for a "Motion for staff to include Sylvan Oaks, and the associated drainage systems, as high priority for flood mitigation analysis through the North County Watershed Management Plan."



**LAND USE RESTRICTION AGREEMENT**  
*for*  
**MANATEE COUNTY**  
*and*  
**COMMUNITY SOLUTIONS 360, INC.**

THIS LAND USE RESTRICTION AGREEMENT (hereinafter “Agreement”) is made and entered into as of June 8, 2021 by and between Manatee County, a political subdivision of the State of Florida (hereinafter referred to as the “County”) and COMMUNITY SOLUTIONS 360, INC., a Florida nonprofit 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 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 of that property to a homeowner 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 106 57<sup>th</sup> Avenue West, Bradenton, Florida 34207, 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”) and Neighborhood Stabilization Program (“NSP”) to the Owner for the construction of one or more single family residences located on the Property for resale to HOME and NSP eligible beneficiaries (the “Project”), subject to the award of such HOME and NSP 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 to the general public.
- (b) “Affordable Dwelling Unit” shall mean a Dwelling Unit that is Affordable to low 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, as an owner-occupied residential home, two (2) Dwelling Units in the Project as Affordable Dwelling Units exclusively to Low 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, 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 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, 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 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 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.** 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. 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 (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 effect 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:**

**COMMUNITY SOLUTIONS 360, INC.  
8466 Lockwood Ridge Road, #157  
Sarasota, Florida 34243**

**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 Renee Ash  
Carroll F. King

OWNER

Laura Carter

Community Solutions 360, Inc.

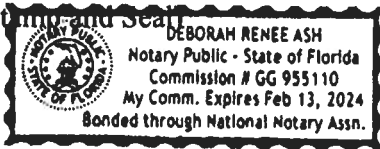
By: Laura Carter

As its President

STATE OF FLORIDA  
COUNTY OF MANATEE

SWORN AND SUBSCRIBED before me this 18 day of May, 2021, by Laura Carter, (as President of Community Solutions 360, Inc.), 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.

(Stamp and Seal)



Deborah Renee Ash  
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**

**EAST 70 FEET OF LOT 1, CLEO VILLAS ADDITION, AS PER PLAT THEREOF RECORDED  
IN PLAT BOOK 10, PAGE 79, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA**

More commonly known as: 106 57<sup>th</sup> Avenue West, Bradenton, FL 34207

Parcel Identification Number: 6031110007

**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	\$10,000
HOME Funds <sup>1</sup>	X	\$175,000 est.
NSP Funds <sup>2</sup>	X	\$175,000 est.

Total Per-Unit Dollar Value:                   \$175,000.00  
Total Incentives for Assisted Units           \$350,000.00

---

1 Subject to award of HOME Funds and execution of a separate agreement. Amount is an estimate and may change upon determination of development costs from an approved project application.

2 Subject to award of NSP Funds and execution of a separate agreement. Amount is an estimate and may change upon determination of development costs from an approved project application.

Acquisition Date	CO Date	Sold Date	Address	Parcel ID	Seller	CS360	Affordable Homeowner	Mortgage By County	Interest	Sold Price	Builder Price per Permit
9/7/17	6/14/18	8/20/18	3014 27th Court East, Palmetto	774106809	Manatee County	Community Solutions 360, Inc.	ALONSO, SONYA	\$201,661.10	0	\$160,000.00	\$180,000.00
7/24/18	11/25/19	12/2/19	650 30TH AVE W, BRADENTON	4830602001	Manatee County	Community Solutions 360, Inc.	POLLOCK, ASHLEY N	\$150,000.00	0	\$160,000.00	\$100,000.00
7/24/18	11/18/19	11/19/19	2925 7TH ST W, BRADENTON	4830601003	Manatee County	Community Solutions 360, Inc.	WILLIAMS, DEMETRIUS	\$146,299.00	0	\$160,000.00	\$100,000.00
			654 30th AVE W, BRADENTON		Manatee County	Community Solutions 360, Inc.	address now 29225 7th St W				
10/8/20			1925 34TH AVE E, BRADENTON	1586900159	Manatee County	Community Solutions 360, Inc.	NONE YET	\$212,031.00	0	IN PROGRESS	\$130,875.00
10/8/20			1961 34th Ave E, Bradenton	1586900109	Manatee County	Community Solutions 360, Inc.	combined w/ 1925 34th Ave E				

Amount of Mortgage Given: \$709,991.10

→ WHY WOULD YOU GIVE 212,031 FOR A PERMIT 130,875

ZERO INTEREST 0%

SEE EXHIBIT 66 #5 wa Notes 6/8/21

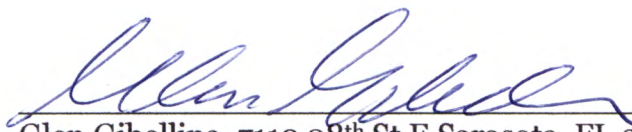
Also what funds were used for the current loan of \$212,031.00 at zero interest (see attached)

How much of the first 3 Mortgages totaling \$497,960.10 held by the County at zero interest has been repaid ?

Acquisition Date	CO Date	Sold Date	Address	Parcel ID	Seller	CS360	Affordable Homeowner	Mortgage By County	Interest	Sold Price	Builder Price per Permit
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<b>Amount of Mortgage Given:</b>								<b>\$708,991.10</b>			

### Certificate of Service

**I hereby Certify** that a true and correct copy of Item 5 from the BOCC meeting of June 8, 2021 has been entered into the record this 8<sup>th</sup> day of June, 2021 in the chambers of the Board of County Commissioners  
 In addition a copy of this has also been set to each and every Commissioner this 7<sup>th</sup> day of June, 2021



Glen Gibellina 7110 28<sup>th</sup> St E Sarasota, FL 34243 941-549-1445

June 7, 2021

Dear Commissioners

Page 41-51 for Item 5

Am I to understand that this property is being given to Community Solutions 360

Am I to understand another funding of **\$350,000** for a Duplex? Page 47

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.

I see no mortgage agreement attached, help me understand how this happens?

Have we determined if any of the past loans provide by the County at ZERO interest have been paid

I have done records request on these issues. We request postponement until my records requests have been fulfilled

I also have reason to believe that not all the paperwork is proper at this time

We ask that you delay/remove/ to another date for a complete investigation of all funds provided to CS360

We ask that how many other non profits have had this same opportunity to get funds at zero interest

Agenda Item - Page 42 of 61

### 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
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Total Per-Unit Dollar Value: \$175,000.00  
Total Incentives for Assisted Units \$350,000.00

WHAT IS THIS?

[https://agendaonline.mymanatee.org/OnBaseAgendaOnline/Documents/ViewDocument/June 8%2C 2021 -](https://agendaonline.mymanatee.org/OnBaseAgendaOnline/Documents/ViewDocument/June%2021-021-)

[Regular Meeting 165 Agenda Packet 6 8 2021 8 30 00 AM.pdf?meetingId=165&documentType=AgendaPacket&itemId=0&publishId=0&isSection=false](#)

THIS IS A TAILORED DEAL.

AP? FROM TO BOUND. WHEN  
FREE LOT IMPACT

A motion was made by Commissioner Baugh, seconded by Commissioner Smith and carried 7-0, to approve the request to (1) Adopt Resolution R-18-095, for conveyance of County-owned property located at 650 30th Avenue West, Bradenton, to Community Solutions 360, Inc., a nonprofit organization, for development of affordable housing; and (2) Authorize the Chairman to execute a Land Use Restriction Agreement and Conveyance Deed from County of Manatee to Community Solutions 360, Inc., a nonprofit organization.

BC20180724DOC101

**REDEVELOPMENT AND ECONOMIC OPPORTUNITY**

A motion was made by Commissioner Benac, seconded by Commissioner Baugh and carried 7-0, to approve the request to (1) adopt Resolution R-18-096, for conveyance of County-owned property located at 654 30th Avenue West, Bradenton, to Community Solutions 360, Inc., a nonprofit organization, for development of affordable housing, and (2) Authorize the Chairman to execute a Land Use Restriction Agreement and Conveyance Deed from County of Manatee to Community Solutions 360, Inc., a nonprofit organization.

All this time the Commissioners assumed that the property was legally transferred to CS360 within a few days the normal time it usually takes back in July 2018  
Is it customary to conceal the ownership from the BOCC for over 2 years?  
Is it customary to conceal the progress of this affordable home that had no intentions of building on the conveyed lots for over 2 years?  
Is it customary not to inform the Administrator of such improprieties?  
No checks and balances are in place to correct this illegal behavior, so it continues.  
CS360 never reported back in a span of over 2 years to the BOCC concerning the conveyance of the lots. Leaving the County on the hook for liability for over 2 years.  
Who does that?  
This conspiracy to hide the conveyance of said property by a non profit CS360 and a Manatee County employee is unacceptable and borders on criminal.  
All the while CS360 was paid \$90,000.00 by the taxpayers to conduct financial classes for the County.  
All contracts, land conveyances with Community Solutions 360 should be terminated immediately.  
All County employees involved in this concealment should be terminated immediately  
A criminal investigation by the sheriff office about Geri Lopez should be ordered.  
Geri Lopez should be out on administrative leave until the investigation comes to a conclusion

The two lots had to be combined into one parcel as the lots were not large enough—  
This is untrue, I personally approached Denise Thomas on this and in fact 2 starter homes could of be built on the 2 lots. Who do you think found these lots, I did....again

address is now 1925 34<sup>th</sup> Ave East, Bradenton 34208. This project has taken a little longer than anticipated because of COVID impact on materials but also because of the combination of the two lots. Building permits were issued on 5/4/2021. The site is now under construction--the lot is cleared, fill has been brought in, footers have been poured, and trusses are on site.

As you can see from both of these examples, many of the surplus properties that we get do take a little extra work to get them ready for development.

**To: Manatee County Commissioners, Administrator Dr. Good, and Residents of Manatee County:**  
**From: Divina Maruca, J.D.**  
**Date: June 8, 2021**  
**RE; Failure to comply with Non-profit requirements**

My name is Divina Maruca; I am a resident of Manatee County. You just appointed me to the Affordable Housing Advisory Committee based on my 37 years in law, 32 years real estate, mortgages, and housing issues. I applied to the Committee due to my frustration of working with unresponsive county employees when my husband and I inquired about affordable housing or vacant/surplus lots. We have built 14 homes in Manatee County and have done countless rehabs of condos and homes in Manatee County.

Last week I wrote each of you by email about my attempts to work with Manatee County employees. I inquired on March 22, 2021 about participating with an established non-profit that I lead. I received no answer. On April 14, 2021, I again wrote to this employee about using a non-profit to purchase or acquire affordable land and was told that she would provide me additional information the next week. No information was forthcoming. None. Then on May 17<sup>th</sup>, at the Affordable Housing Committee meeting I addressed her failure to respond to my inquiries. Even after publicly criticizing such inattention to my inquiries, I received nothing until my email to the entire Board of Commissioners.

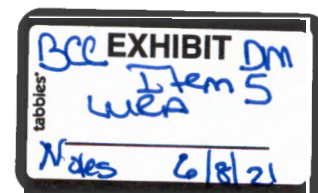
Today you have voted on transferring a property located at 106 57<sup>th</sup> Avenue West to Community Solutions 360, Inc. As an interested non-profit we were not informed of the availability of any lots.

**More importantly, as of 8/20/2020, Community Solutions 360, Inc.'s is prohibited from accepting or soliciting for donations in the State of Florida. CS360's required registration expired with Department of Agriculture on 8/20/2020. Yet despite its expired registration to solicit in the State of Florida, CS360 was given the following by Manatee County:**

- 1. 9/29/2020: Deed to 1925 34<sup>th</sup> Avenue East, Bradenton FL**
- 2. 9/29/2020: Deed to 1961 34<sup>th</sup> Avenue East, Bradenton FL**
- 3. 4/15/2021: Mortgage of \$212,031 on 1925 34<sup>th</sup> Avenue East, Bradenton, FL**
- 4. 6/8/2021 (Today): Deed to 106 57<sup>th</sup> Avenue West, Bradenton, FL**

You just gave a valuable piece of property to an entity that is not eligible in the State of Florida to accept any donations. Had proper citizen's comments been made PRIOR to this vote you would have received this information. Dr. Good were made aware of the lack of public comment PRIOR to today's meeting, and this should serve as an example of why public comment must be heard PRIOR to any Commission vote.

I strongly urge you to resend your approval of the illegal transfer of 106 57<sup>th</sup> Avenue West to Community Solutions 360, Inc. and to ask for an RFP from non-profit or for-profit for this piece of property.







# Check-A-Charity

KNOW HOW YOUR MONEY IS BEING SPENT

Check-A-Charity is a resource that provides the financial information reported to the department from charitable organizations. The information in Check-A-Charity is provided as a public service. To search an organization, type in the organization's complete or partial name in the text box below and click the "Search" button.

Business Name:

License/Registration Number:  [Advanced Search](#)

## Search Results

[+ Expand All \(show solicitors, branches, fundraisers, statement of purpose, and documents\)](#)

Sort By:

Display per page:

1							
<p><input type="checkbox"/> <b>Community Solutions 360, Inc., Bradenton, FL</b></p> <p>Registration Number : CH41625      Expiration Date : 8/20/2020</p> <p>Revenue Source : IRS 990 w/ Sch.A (12/31/2018)</p> <table> <tr> <td>Total Revenue : \$72,582.00</td> <td>Program Services Expenses : \$20,773.00    37%</td> </tr> <tr> <td>Total Expenses : \$56,328.00</td> <td>Administrative Expenses : \$35,555.00    63%</td> </tr> <tr> <td>Surplus/Deficit : \$16,254.00</td> <td>Fundraising Expenses : \$.00    0%</td> </tr> </table> <p><b>Statement Of Purpose</b></p> <p>NOT-FOR-PROFIT BUILDER AND DEVELOPER OF AFFORDABLE HOUSING, PROVIDE HOUSING COUNSELING AND EDUCATION, REHAB AND RETROFIT HOUSING FOR AGING IN PLACE SENIORS AND VETERANS.</p> <p><b>Uploaded Documents</b></p> <p><a href="#">Document Financial Information, received on 09/09/2019 for tracking number (DTN): 3211167</a></p> <p><a href="#">Document Application, received on 08/26/2019 for tracking number (DTN): 3211167</a></p> <p><a href="#">Document Financial Information, received on 02/05/2019 for tracking number (DTN): 3075625</a></p> <p><a href="#">Document Application, received on 08/17/2018 for tracking number (DTN): 3075625</a></p> <p><a href="#">Document Deficiency/Denial Response, received on 10/03/2017 for tracking number (DTN): 2953311</a></p> <p><a href="#">Document Financial Information, received on 08/22/2017 for tracking number (DTN): 2953311</a></p> <p><a href="#">Document Application, received on 08/22/2017 for tracking number (DTN): 2953311</a></p> <p><a href="#">Document Deficiency/Denial Response, received on 09/09/2016 for tracking number (DTN): 2826223</a></p> <p><a href="#">Document Financial Information, received on 08/25/2016 for tracking number (DTN): 2826223</a></p> <p><a href="#">Document Conflict of interest annual certification, received on 08/25/2016 for tracking number (DTN): 2826223</a></p> <p><a href="#">Document Financial Information, received on 08/25/2016 for tracking number (DTN): 2826223</a></p> <p><a href="#">Document Financial Information, received on 08/18/2015 for tracking number (DTN): 2706927</a></p> <p><a href="#">Document Application, received on 08/18/2015 for tracking number (DTN): 2706927</a></p>	Total Revenue : \$72,582.00	Program Services Expenses : \$20,773.00    37%	Total Expenses : \$56,328.00	Administrative Expenses : \$35,555.00    63%	Surplus/Deficit : \$16,254.00	Fundraising Expenses : \$.00    0%	1
Total Revenue : \$72,582.00	Program Services Expenses : \$20,773.00    37%						
Total Expenses : \$56,328.00	Administrative Expenses : \$35,555.00    63%						
Surplus/Deficit : \$16,254.00	Fundraising Expenses : \$.00    0%						

Inst. Number: 202041108617 Page 1 of 1 Date: 10/8/2020 Time: 3:07 PM  
Angelina "Angel" Colonnese Clerk of Courts, Manatee County, Florida Doc Deed: 0.70

This instrument prepared by:  
Manatee County Redevelopment and Economic Opportunity Department  
Post Office Box 1000  
Bradenton, Florida 34206

ID # 15869.0005/9

=====SPACE ABOVE THIS LINE FOR RECORDING DATA=====

**DEED**

**THIS DEED** made this 29th day of September, 2020, by **MANATEE COUNTY**, a political subdivision of the State of Florida (hereinafter, the "Grantor"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and **COMMUNITY SOLUTIONS 360, INC.**, a Florida non-profit corporation (hereinafter, the "Grantee"), whose mailing address is 8466 Lockwood Ridge Road, #157, Sarasota, Florida 34243.

**WITNESSETH** that the said Grantor, for and in consideration of the sum of \$10.00 to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, its heirs and assigns forever, the following described land, lying and being in Manatee County, Florida:

**THE W 1/2 OF E 1/2 OF LOTS 193 AND 194, PINECREST, AS RECORDED IN OFFICIAL RECORDS BOOK 2566, PAGE 377, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA**

More commonly known as: 1925 34<sup>th</sup> Avenue East, Bradenton, FL 34208

Parcel Identification Number: 15869.0005/9

**Subject to** all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any; and

**Subject to** the restrictions set forth in the Land Use Restriction Agreement of even date herewith executed by the parties and recorded in the Official Records of the County.

**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 Chair or Vice Chair of said Board, the day and year aforesaid.

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



**By: its BOARD OF COUNTY COMMISSIONERS**

By: [Signature]  
Chairperson

Date: September 29, 2020

**ATTEST:** Angelina Colonnese  
Clerk of the Circuit Court  
and Comptroller

By: [Signature]  
Deputy Clerk

This instrument prepared by:  
Manatee County Redevelopment and Economic Opportunity Department  
Post Office Box 1000  
Bradenton, Florida 34206

ID # 15869.0010/9

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**THIS DEED** made this 29th day of September, 2020, by **MANATEE COUNTY**, a political subdivision of the State of Florida (hereinafter, the "Grantor"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and **COMMUNITY SOLUTIONS 360, INC.**, a Florida non-profit corporation (hereinafter, the "Grantee"), whose mailing address is 8466 Lockwood Ridge Road, #157, Sarasota, Florida 34243.

**WITNESSETH** that the said Grantor, for and in consideration of the sum of \$10.00 to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, its heirs and assigns forever, the following described land, lying and being in Manatee County, Florida:

**THE E 1/2 OF E 1/2 OF LOTS 193 AND 194, PINECREST, AS RECORDED IN OFFICIAL RECORDS BOOK 2566, PAGE 434, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA**

More commonly known as: 1961 34<sup>th</sup> Avenue East, Bradenton, FL 34208

Parcel Identification Number: 15869.0010/9

**Subject to** all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any; and

**Subject to** the restrictions set forth in the Land Use Restriction Agreement of even date herewith executed by the parties and recorded in the Official Records of the County.

**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 Chair or Vice Chair of said Board, the day and year aforesaid.

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



By: its **BOARD OF COUNTY  
COMMISSIONERS**

By: [Signature]  
Chairperson

Date: September 29, 2020

**ATTEST:** Angelina Colonnese  
Clerk of the Circuit Court  
and Comptroller

By: [Signature]  
Deputy Clerk

**This instrument was prepared by:  
THE MANATEE COUNTY  
REDEVELOPMENT AND ECONOMIC OPPORTUNITY DEPARTMENT  
AND APPROVED BY THE MANATEE COUNTY  
ATTORNEYS OFFICE**

**PLEASE RETURN TO:  
MANATEE COUNTY REDEVELOPMENT AND ECONOMIC OPPORTUNITY DEPARTMENT  
P.O. BOX 1000  
BRADENTON, FL. 34206**

### **FIRST MORTGAGE**

**THIS FIRST MORTGAGE** ("Security Agreement") is made on this 8<sup>th</sup> day of April 2021. The grantor is **COMMUNITY SOLUTIONS 360, INC.**, a Florida non-profit corporation, (herein "Borrower/Mortgagor") whose address is 8466 Lockwood Ridge Rd #157, Sarasota, FL 34243. This Security Agreement is given to Manatee County Government, whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205 (herein "Lender/Mortgagee"). Borrower owes Lender the principal sum of Two Hundred Twelve Thousand Thirty-One and 00/100 Dollars (U.S. \$212,031.00). This debt is evidenced by Borrower's note ("Note") dated the same date as this Security Agreement.

The Note provides for no payments if the Borrower complies with the terms of the Note and this Security Agreement. The Note provides that the total principal shall be deferred until the first to occur of the following events:  
(a) Borrower sells, transfers or disposes of the property either voluntarily or involuntarily

The loan evidenced by the Note and secured by this Security Agreement (the "Loan") is being made pursuant to Title II, the Cranston-Gonzalez National Affordable Housing Act, Public Law No. 101-625, 104 Stat. 4079 (1990); 24 C.F.R. Part 92 (the "Home Program"); Part VII, Chapter 420, Florida Statutes; and the Land Use Restriction Agreement dated September 17, 2020 between Manatee County Government and Community Solutions 360, Inc.

**TO SECURE** to Mortgagee the repayment of the indebtedness evidenced by the Note; the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of the Mortgagor herein contained, the Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described property located in the County of Manatee, State of Florida:

**THE WEST ½ OF THE EAST ½ OF LOTS 193 & 194, PINECREST, AS RECORDED IN PLAT BOOK 4,  
PAGE 55, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.**

**TOGETHER WITH**

**THE EAST ½ OF THE EAST ½ OF LOTS 193 & 194, PINECREST, AS RECORDED IN PLAT BOOK 4,  
PAGE 55, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA**

which has the address of 1925 34<sup>th</sup> Avenue East Bradenton,  
(Street) City

Florida 34208 (herein the "Property Address");  
(Zip Code)

**TOGETHER** with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

**MORTGAGOR COVENANTS** represents and warrants to Mortgagee and its successors and assigns that Mortgagor is indefeasibly seized of the estate hereby conveyed in fee simple; has full right to mortgage, grant and convey the Property; and that the Property is unencumbered, except for other encumbrances of record. Mortgagor warrants title to the Property and will defend same against the lawful claims and demands of all persons whomsoever.

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**THIS MORTGAGE IS GIVEN TO MANATEE COUNTY GOVERNMENT AND IS EXEMPT FROM  
TAXATION PURSUANT TO SECTIONS 199.183, 420.513(1), FLORIDA STATUTES.**

**Loan Amount \$212,031.00 (Principal)**

**PROMISSORY NOTE  
MANATEE COUNTY GOVERNMENT  
HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM**

April 8, 2021

Bradenton, Florida

<u>1925 34<sup>th</sup> Avenue East</u>	<u>Bradenton</u>	<u>FL</u>	<u>34208</u>
Property Street Address	City	State	Zip Code

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**1. BORROWER'S PROMISE TO PAY**

I/We, the Borrower/Mortgagor, promise to pay **TWO HUNDRED TWELVE THOUSAND THIRTY-ONE AND 00/100 DOLLARS (U.S. \$212,031.00)** (this amount will be called "principal") to the order of the MANATEE COUNTY GOVERNMENT, whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205 (the "Lender"), or to any other legal holder of this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

**2. INTEREST**

As long as I am not in default, the Interest on this Note shall be zero percent (0%) per annum; however, if I fail to pay this Note as required, interest shall be due on the unpaid balance at the rate of twelve percent (12%) per annum from the date when payment of this Note was due until I pay it in full.

**3. PAYMENTS**

The total principal shall be deferred until the first to occur: (a) Borrower sells property to a HOME eligible household.

**4. BORROWER'S PAYMENT BEFORE PAYMENT IS DUE**

I have the right to make payment, in full, on this Note at any time before it is due. Such payment is known as a "full prepayment." No partial prepayments can be made at any time on the principal of the loan. When I make a full prepayment, I will tell the Note Holder in a letter that I am doing so.

**5. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Default** - If I do not pay the full amount as required in Section 3 above, I will be in default. If I am in default, the Note Holder may bring about any actions not prohibited by applicable law and require me to pay Holder's cost and expenses as described in (B) below.

**(B) Payment of Note Holder's Costs and Expenses** - If the Note Holder takes such actions as described above, the Note Holder will have the right to be paid back for all of its costs and expenses, including but not limited to reasonable attorney's fees.

**6. THIS NOTE SECURED BY A MORTGAGE**

In addition to the protections given to the Note Holder under this Note, a First Mortgage, dated April 8, 2021, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That First Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note. **This Note and the First Mortgage are non-assumable.**

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**THIS PROMISSORY NOTE GIVEN TO THE MANATEE COUNTY GOVERNMENT AND IS EXEMPT FROM TAXATION PURSUANT TO SECTIONS 199.183, 410.513 (1), FLORIDA STATUTES.**

Acquisition Date	CO Date	Sold Date	Address	Parcel ID	Seller	Buyer/Gift	Affordable Homeowner	Mortgage By Manatee County	Interest Charged	Sold Price	Builder Price per Permit
9/7/17	6/14/18	8/20/18	3014 27th Court East, Palmetto	774106809	Manatee County	Community Solutions 360, Inc.	ALONSO, SONYA	\$ 201,661.10	0	\$ 160,000.00	\$ 180,000.00
7/24/18	11/25/19	12/2/19	650 30TH AVE W, BRADENTON	4830602001	Manatee County	Community Solutions 360, Inc.	POLLOCK, ASHLEY N	\$ 150,000.00	0	\$ 160,000.00	\$ 100,000.00
7/24/18	11/18/19	11/19/19	2925 7TH ST W, BRADENTON	4830601003	Manatee County	Community Solutions 360, Inc.	WILLIAMS, DEMETRIUS	\$ 146,299.00	0	\$ 160,000.00	\$ 100,000.00
			654 30th AVE W, BRADENTON		Manatee County	Community Solutions 360, Inc.	now 29225 7th St W				
10/8/20			1925 34TH AVE E, BRADENTON	1586900159	Manatee County	Community Solutions 360, Inc.	NONE YET	\$ 212,031.00	0	IN PROGRESS	\$ 130,875.00
10/8/20			1961 34th Ave E, Bradenton	1586900109	Manatee County	Community Solutions 360, Inc.	now 1925 34th Ave E				
							<b>Amount of Mortgage Given by Manatee Cty</b>	<b>\$ 709,991.10</b>			

**CITIZENS' COMMENTS**  
(Agenda Items)

Item #: 5 CONSENT:  NO  YES

The Board of County Commissioners welcomes your comments. Your presentation must be limited to three (3) minutes per item or matter, with a total limit of ten (10) minutes. If appropriate, the matter(s) you present will be placed on a future commission agenda.

It is requested that you complete this form and return it to the receptionist prior to the beginning of the Citizens' Comments portion of the agenda.

Name: RAY BECKER  
Address: 2708 71<sup>ST</sup> STREET  
Phone: (Home) \_\_\_\_\_ (Work) 941.737.9225  
Email: becker@PADAWUSCG.COM

Brief description of problem or concern:  
AFFORDABLE HOUSING MANATEE COUNTY SURPLUS LANDS & FUNDING

**CITIZENS' COMMENTS**  
**(Agenda Items)**

Item #: 5

CONSENT:  NO  YES

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It is requested that you complete this form and return it to the receptionist prior to the beginning of the Citizens' Comments portion of the agenda.

Name: ELLE DEWITT

Address: 3440 HARDEE DR.

Phone: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_

Email: ebennett@pandanuscg.com

Brief description of problem or concern:  
AFFORDABLE HOUSING & MANATEE COUNTY SURPLUS LOTS & FUNDING



**CITIZENS' COMMENTS**  
**(Agenda Items)**

Item #: 5 CONSENT:  NO  YES

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It is requested that you complete this form and return it to the receptionist prior to the beginning of the Citizens' Comments portion of the agenda.

Name: DIVINA MARUCA  
Address: 5305 Title Row Dr Bradenton  
Phone: (Home) 941.544.3174 (Work) \_\_\_\_\_  
Email: DRDIVINA@GMAIL.COM

Brief description of problem or concern:  
Giving an unregistered company donations.

**CITIZENS' COMMENTS**  
**(Agenda Items)**

Item #: 5 CONSENT:  NO  YES

The Board of County Commissioners welcomes your comments. Your presentation must be limited to three (3) minutes per item or matter, with a total limit of ten (10) minutes. If appropriate, the matter(s) you present will be placed on a future commission agenda.

It is requested that you complete this form and return it to the receptionist prior to the beginning of the Citizens' Comments portion of the agenda.

Name: CHEN GIBELLA MA  
Address: 7110 28TH ST  
Phone: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_  
Email: OW FIVE

Brief description of problem or concern:  
INJUSTICE @ THIS DEACNO