

LAND USE RESTRICTION AGREEMENT
for
PROJECT DEVELOPER HOMEOWNERSHIP INCENTIVE PROGRAM
between
MANATEE COUNTY
and
MANATEE VENTURES, INC. (Cottages at Avignon Village Subdivision)

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made and entered into as of December 14, 2021, by and between Manatee County, a political subdivision of the State of Florida (hereinafter referred to as the "County") and Manatee Ventures, Inc., for itself and its successors, assigns, and agents (hereinafter referred to as the "Project Developer").

RECITALS

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

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

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

WHEREAS, the County has treated the Cottages at Avignon Village, consisting of a total of 98 units, (hereinafter defined as the "Project") as an affordable housing project within the meaning of such terms under the County's Land Development Code, based upon Project Developer's commitment to provide 25% of the units as affordable housing as provided in this Agreement; and

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

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

NOW, THEREFORE, in consideration of the covenants and obligations set forth herein, 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 in Section 420.9071, Florida Statutes.

The following defined terms shall have the following meanings:

- (a) "Dwelling Unit" shall mean a residential accommodation located within unincorporated Manatee County and constituting a part of the Project containing separate and complete living facilities designed and intended for the primary purpose of providing decent, safe and sanitary residential units available for sale to the general public.
- (b) "Affordable Dwelling Unit" shall mean a Dwelling Unit that is Affordable to low and moderate-income households within the meaning set forth in Section 420.9071, Florida Statutes.

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

ARTICLE II

Use and Occupancy of the Property

Section 2.1 Assisted Units. The Project Developer shall develop the Project as a residential development, and sell, as owner-occupied residential homes, twenty-four (24) Affordable Dwelling Units exclusively to Eligible Persons or Eligible Households throughout the Affordability Period (as defined and established pursuant to Section 2.4 hereof). The Affordable Dwelling Units that the Project Developer is obligated to develop, sell and maintain pursuant to this Section shall be referred to herein as the "Assisted Units."

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

respective Assisted Unit shall, upon resale during the Affordability Period, be sold as an Affordable Dwelling Unit, to an Eligible Person or Eligible Household with the appropriate income limits. If the Project Developer or a successor homeowner of an Affordable Dwelling Unit 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. As consideration for the commitments set forth herein, the Project Developer shall be entitled to the Affordable Housing Incentives specified in Exhibit "B", "Incentives" of this Agreement.

Section 2.4 Affordability Period. For purposes of this Agreement, the Affordability Period shall commence upon the project completion date as determined by the County and end ten (10) years from such project completion date. The County may, in its discretion, determine a project completion date for a specific phase of the Project, in which case the Affordability Period for the Assisted Units in that phase shall commence and conclude based on the phase-specific completion date. In the event Owner fails at any time during the Affordability Period to sell the Assisted Units as required pursuant to this Agreement, and the County consents to the cure of such non-performance, the Affordability Period shall automatically be extended by a time period equal to the period of non-performance, to assure that the County receives the full Affordability Period for which Assisted Units received Incentives.

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

Section 2.6 No Conversion. During the Affordability Period, the Project Developer and any subsequent owner of an Assisted Unit shall not use any Assisted Unit for any use other than as an owner-occupied, for-sale residential dwelling unit.

Section 2.7 Non-Discrimination. The Project Developer 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 Project Developer 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 Project Developer to market the units in any specific manner or any specific representation that the Project is or contains

units that are designated as Affordable so long as Project Developer 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. The Project Developer may work with the County to help income qualify the new homebuyer. In the event that a transfer of ownership takes place to a non-Eligible Person or non-Eligible Household for all or any part of the Property during the Affordability Period, the Project Developer or any subsequent owner of an Assisted Unit shall repay the remaining portion of the Incentive reduced by ten percent (10%) of the original Incentive amount for each year Property was compliant during the Affordability Period.

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

Section 2.11 Designation of Assisted Units; Release of Other Units. The County Administrator or his or her designee is hereby authorized to execute and record, at Project Developer's expense, a Memorandum and Release designating which units within the Project will constitute Assisted Units for purposes of this Agreement, substantially in the form attached hereto as Exhibit "C" (the "Unit Designation"). The Project Developer shall record such Unit Designation subsequently to recording of the final plat for the Project, and prior to closing on any sales of any residential units within the Project. Upon recordation of the Unit Designation, all units within the Project that are not designated as Assisted Units pursuant to the Unit Designation shall be released from the requirements of this Agreement, and such units may be sold at market prices, and shall not be subject to the affordability restrictions applicable to the Assisted Units.

ARTICLE III

Section 3.1 Administration. The Project Developer shall ensure that the initial homebuyer meets the purchase and eligibility requirements of this Agreement. After initial sale of the Assisted Units, County shall periodically monitor the Property to ensure it is owner-occupied and not rented or used for purposes outside the scope of this Agreement. If the 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 Project Developer (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 sixty (60) days after notice thereof has been given by the County, the County shall be entitled, in addition to all other remedies provided by law or in equity:

- (a) To compel specific performance by the Project Developer of its obligations under this Agreement without the need to demonstrate extraordinary harm, it being recognized that the beneficiaries of Project Developer's obligations hereunder cannot be adequately compensated by monetary damages in the event of Project Developer's default; and
- (b) To rescind any and all Incentives, either regulatory and/or financial, provided to Project Developer; and
- (c) To cause the Project Developer or any subsequent owner of an Assisted Unit to repay to the County an amount equal to the Incentive reduced by ten percent (10%) of the original Incentive amount for each year Property was compliant during the Affordability Period.

ARTICLE V

Representations and Warranties of Owner and Developer

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

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

- (a) Will not violate any contractual covenants or restrictions between Project Developer or any third party, or affecting the Property; and
- (b) Will not conflict with any of the instruments that create or establish Project Developer's authority; and
- (c) Will not conflict with any applicable public or private restrictions; and

- (d) Does not require any consent or approval of any public or private authority which has not already been obtained; and
- (e) Are not threatened with invalidity or unenforceability by any action, proceeding or investigation pending or threatened, by or against Project Developer, without regard to capacity, any person with Project Developer may be jointly or severally liable, or the Property or any part thereof.

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

Section 5.4 Insolvency. There is no pending, or to Project Developer's best knowledge, threatened, case or proceeding or other action in bankruptcy, whether voluntary or otherwise, any assignment for the benefit of creditors, or any petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for Project Developer 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 Project Developer at its sole expense. A certified copy of the recorded documents shall be provided to the Redevelopment and Economic Opportunity Department within ten (10) days of receipt of the executed Agreement.

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

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

ARTICLE VII

Miscellaneous Provisions

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

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

Notice shall be forwarded to the following:

FOR THE COUNTY:

**County Administrator
1112 Manatee Avenue West, Suite 902
Post Office Box 1000
Bradenton, FL 34205-1000
with copies by U.S. Mail to:**

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

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

FOR THE PROJECT DEVELOPER:

**Stephen Rinehart, President
Manatee Ventures, Inc.
7005 18th Ave East
Bradenton, FL 34208**

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, Project Developer hereunder shall be determined in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be in Manatee County, Florida.

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

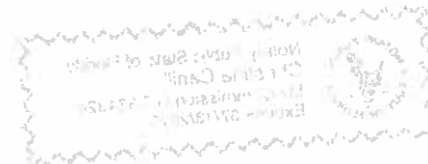
Section 7.7 No General Obligation. The obligations of the County hereunder are subject to annual appropriation of legally available funds by the County's Board of County Commissioners, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of the County's ad valorem revenues or funds, or upon any other revenues or funds of the County, as may be construed under the laws or the Constitution of the State of Florida. Neither the Project Developer 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; Project Developer'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 Project Developer expressly acknowledge and agree

that the Incentives for Assisted Units provided by the County pursuant to this Agreement are provided solely to serve the public purpose set forth in Chapter 429, Florida Statutes to provide Affordable Housing to the community, and that the County assumes no responsibility to assure the financial feasibility or success of the Project Developer's Project. Project Developer acknowledge that Developer is a sophisticated developer of housing projects, and has entered into this Agreement, and committed to develop their Project, based upon its independent business judgment and experience and its independent assumption of risk and responsibility for the financial feasibility and success of its Project.

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



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

WITNESSES:

Grace
Caahill

PROJECT DEVELOPER

Stephen Rinehart

Manatee Ventures, Inc.
By: Stephen Rinehart

As its, President _____

STATE OF FLORIDA
COUNTY OF MANATEE

21 SWORN AND SUBSCRIBED before me this 19th day of November 2019, by Stephen Rinehart (as Project Developer), who is personally known to me and/or provided _____ as identification, and who did take an oath (or affirm). If no type of identification is indicated, the above named person is personally known to me.

(Stamp and Seal)

Caahill
Signature of Notary Public



STATE OF FLORIDA
COUNTY OF MANATEE

²⁰²¹ **SWORN AND SUBSCRIBED** before me this 14 day of Dec,
~~2019~~, by V. Baugh, (as Developer/Developer), who is personally known
to me and/or provided _____ as identification, and who did
take an oath (or affirm). If no type of identification is indicated, the above named person
is personally known to me.

(Stamp and Seal)



Signature of Notary Public



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

By: its Board of County Commissioners



By: 

Chairperson

Date: 12/14/2021

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

By: 

Deputy Clerk

EXHIBIT "A"

Legal Description

LOTS 105 AND 106, PALMETTO GROVE AND GARDEN COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 317, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LESS MAINTAINED RIGHT-OF-WAY ON THE EAST AND SOUTH, ALSO LESS ROAD RIGHT-OF-WAY DESCRIBED IN OFFICIAL RECORDS BOOK 1438, PAGE 6229 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

LOTS 97 AND 107, PALMETTO GROVE AND GARDEN COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 317, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LESS MAINTAINED RIGHT-OF-WAY, ALSO LESS ROAD RIGHT-OF-WAY DESCRIBED IN OFFICIAL RECORDS BOOK 1438, PAGE 6229 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

LOTS 95 AND 96, PALMETTO GROVE AND GARDEN COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 317, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.



EXHIBIT "B"

Incentives

Per Manatee County Resolution R-17-069 and Manatee County Land Development Code, Section 545 – Housing Program, Program Incentives to be provided to the Project Developer for qualifying Affordable Housing shall be specified within the Agreement. The following Incentives apply to this Project. [Indicate with "X" all that apply, and supply per-unit dollar value]:

Incentive	Indicate Which Apply	Per-Unit Dollar Value
Expedited Review and Permitting	X	N/A
Review Fees	X	N/A
Educational Facilities Impact Fee	X	N/A
County Impact Fees	X	5,299
Facility Investment Fees	X	4,913
Sidewalk Location	N/A	N/A
Tree Protection Trust Fund	N/A	N/A
Density Bonus (maximum number of units which can be built in the Project subject to the density bonus is 155* Dwelling Units).	X	N/A
Transfer of Development Rights	N/A	N/A
Site Improvement Incentives	N/A	N/A
Infill Development	N/A	N/A

Total Per-Unit Dollar Value: \$ 10,637.50 *(Based on 24 affordable units)*
Total Incentives for Assisted Units up to \$500,000.00 *(Not to exceed \$500,000)*

* The project was approved for 98 units and cannot exceed this number unless the site plan is revised and repeats the public hearing process for approval by the Board of County Commissioners.

EXHIBIT "C"

Form of Unit Designation

MEMORANDUM AND RELEASE DESIGNATING ASSISTED UNITS

THIS MEMORANDUM AND RELEASE ("Memorandum") is made and entered into as of *month, day, year*, by and between Manatee County, a political subdivision of the State of Florida (hereinafter referred to as the "County") and Manatee Ventures, Inc., for itself and its successors, assigns, and agents (hereinafter referred to as the "Project Developer").

WHEREAS, the Project Developer and the County have entered into a Land Use Restriction Agreement (the "Agreement") for the Project Developer's residential subdivision, the Maple Ridge Development, consisting of a total of 221 units (the "Project"), for which the Project Developer has recorded a final plat in the Manatee County Official Records at Plat Book __, Page __ (the "Project Plat"); and

WHEREAS, the Agreement provides for restrictions on the sale of certain designated residential units with the Project, defined as "Assisted Units", and requires the Project Developer to record this Memorandum designating which residential units within the Project are to constitute Assisted Units for purposes of the Agreement.

Pursuant to Section 2.4 of the Agreement, the County hereby designates _____ as the project completion date for the Project.

Pursuant to Section 2.11 of the Agreement, the following residential lots within the Project Plat are hereby designated as the Assisted Units for purposes of the Agreement:



[List lots by lot numbers]

Such Assisted Units shall, throughout the term of the Agreement, be subject to the terms and conditions set forth therein, including without limitation the requirement that such Assisted Units will be sold, occupied and transferred as Affordable Dwelling Units throughout the Affordability Period, as such terms are defined in the Agreement.

Pursuant to Section 2.11 of the Agreement, upon the recordation of this Memorandum, all other lots, residential units and properties within the Project Plat shall be fully released from the requirements of the Agreement.

Executed this 15th day of November 2021

WITNESSES:

PROJECT DEVELOPER



Manatee Ventures, Inc.
By: Stephen Rinehart

As its, President _____

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

By: _____



Board of County Commissioners December 14, 2021 - Regular Meeting

SUBJECT

EXECUTION OF THE LAND USE RESTRICTION AGREEMENT FOR COTTAGES AT AVIGNON VILLAGE
(MANATEE VENTURES INC.)

Category

CONSENT AGENDA

Briefings

All

Contact and/or Presenter Information

Denise Thomas, Community Development Manager, Redevelopment and Economic
Opportunity Department, ext. 3474

Jamie Schindewolf, Redevelopment Coordinator, Redevelopment and Economic Opportunity
Department, ext. 3854

Action Requested

Authorization for the Chairperson to execute the Land Use Restriction Agreement for Cottages
at Avignon Village Subdivision between Manatee County and Manatee Ventures, Inc.
(developer) for property located at 1210 33rd Street East, Palmetto, Florida 34221.

Enabling/Regulating Authority

Resolution R-17-069 Livable Manatee Incentive Program

Background Discussion

On August 22, 2017, the Board of County Commissioners adopted Resolution R-17-069
establishing the Livable Manatee Incentive Program for qualified new affordable housing in
unincorporated Manatee County and authorizing the establishment of Administrative
Procedures for implementation of the Livable Manatee Incentive Program. Staff worked with
the County Attorney's office to develop the template for the Land Use Restriction Agreements
(LURA) to be utilized for the Livable Manatee Incentive Program. On April 25, 2018, the County
Attorney's Office approved the template for the LURA to be utilized for the Livable Manatee
Homeownership and Rental Incentive Program.

On October 28, 2019, the developer was granted affordable housing designation by Manatee County for the Livable Manatee Incentive program. Per program procedures, 25% of the proposed units are eligible for the incentive. for the development. On September 24, 2020, a revised designation letter was issued to reflect changes in unit types and on November 18, 2021, a second revised designation letter was issued to reflect that the development will be limited to residents age 55 and older.

On May 6, 2021, the Board of County Commissioners approved PDR-20-15(Z)(P) to rezone the site to Planned Development – Residential (PD-R) along with a Preliminary Site Plan for 98 single family homes. 24 of these homes will be affordable.

In July 2021, an official application was submitted to Manatee County Building and Development Services for the Preliminary Plat and Final Site Plan and is in review, nearing approval. The project is also under Construction Plan review.

On November 19, 2021, Rinehart Homes, a representative of the developer, provided a signed copy of the LURA to be placed on the Board of County Commissioners agenda for December 14, 2021.

Execution of the LURA is required prior to payment of County Impact Fees and Facilities Investment Fees through the Livable Manatee Homeownership Incentive program. The LURA has a 10-year affordability period for each unit which begins on the date of their Certificate of Occupancy. Redevelopment and Economic Opportunity staff will monitor the project on a yearly basis to ensure compliance.

Attorney Review

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

Instructions to Board Records

Please provide an original executed Land Use Restriction Agreement to Denise Thomas, ext. 3474, Redevelopment and Economic Opportunity Department (denise.thomas@mymanatee.org). **Distributed 12/20/21 RT**

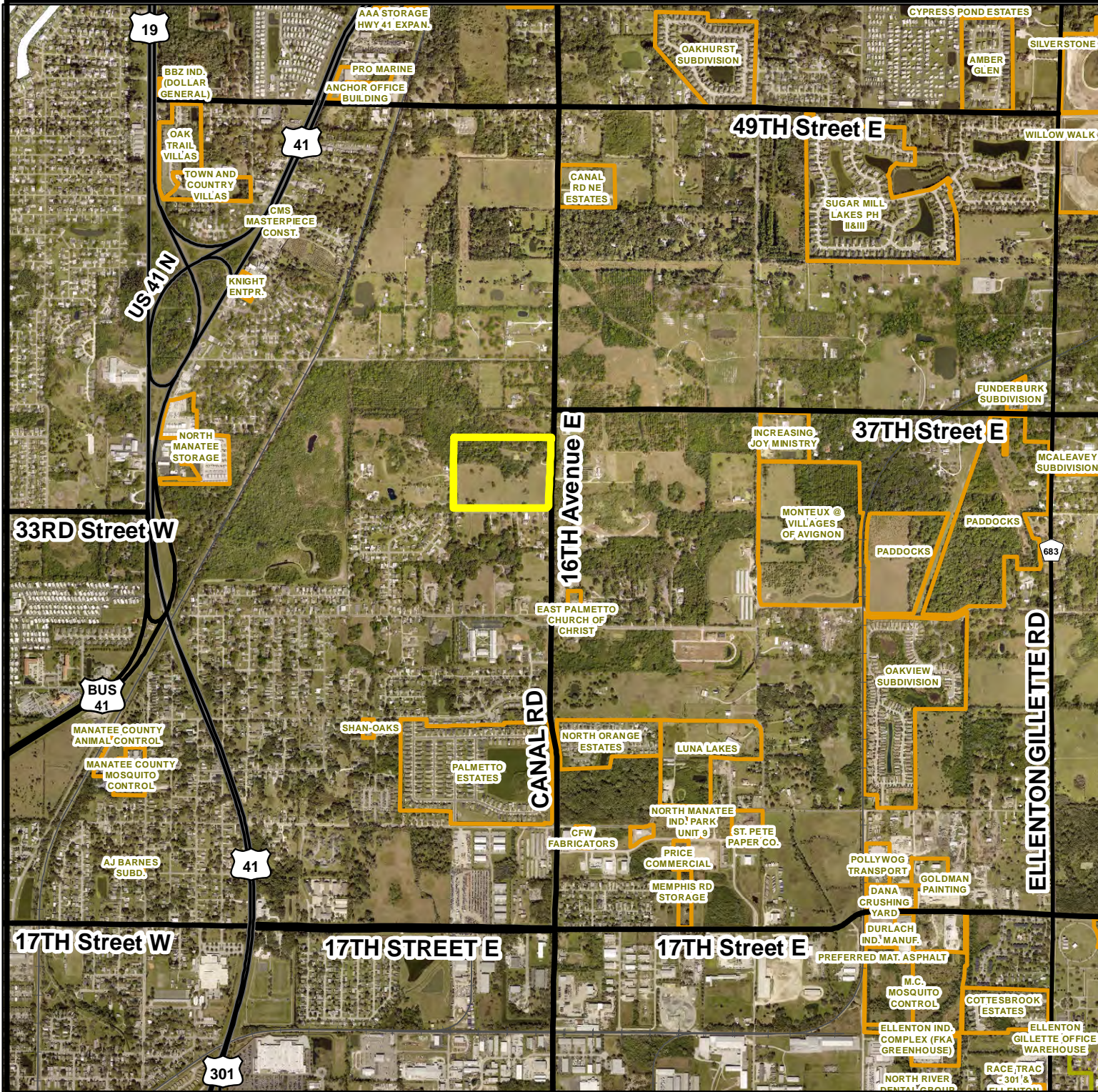
Cost and Funds Source Account Number and Name

1840020605

Amount and Frequency of Recurring Costs

Up to \$500,000 one time

AERIAL



Parcel ID #(s) 2315200109, 2315100004, 2315200159

Project Name: The Cottages at Avignon Village
 Project #: PDR-20-15 (Z)(P)
 Accela #: PLN2009-0068

S/T/R: S3 T35 R16
 Acreage: 25.76
 Existing Zoning: A-1, RSF-2
 Existing FLU: RES-3
 Overlays: NONE
 Special Areas: NONE

CHH: N
 Watershed: NONE
 Drainage Basin: MANATEE RIVER BL DAM
 Commissioner: Reggie Bellamy



Manatee County
 Staff Report Map

Map Prepared 9 / 2020

1 inch = 1,788 feet