



May 5, 2026 - Regular Meeting

Subject

Adoption of Resolution R-26-051, approving the Mortgage Modification for Legacy Village I held with Community Assisted & Supported Living, Inc. (CASL), and Adoption of Budget Amendment Resolution B-26-XXX, Tracie Adams, Deputy Director of Community and Veterans Services - District 4

Category

REGULAR

Briefings

None

Contact and/or Presenter Information

Tracie Adams, Deputy Director CVS / ext. 3646

Action Requested

Adopt Resolution R-26-051, approving the Mortgage Modification increasing the Catalytic Loan amount with CASL for Legacy Village I located at 8110 Tamiami Trail, Sarasota, FL 34243 by \$2,221,045.00 from the Southwest TIF and Adoption of Budget Resolution B-26-XXX modifying the Manatee County 2026 budget.

Enabling/Regulating Authority

Encourage the development of a variety of dwelling units of varying costs or rent within a single development. (Comprehensive Plan - Housing Element)
Manatee County Ordinance #14-28 adopted June 3, 2014, creating the Southwest County Improvement District

Applicable Advisory Board

N/A

Background Discussion

On 1/23/24 the Board approved a Catalytic Loan to Community Assisted & Supported Living, Inc. (CASL), a Not-For-Profit corporation in the amount of \$1,750,000.00 to assist with an affordable housing project now known as Legacy Village I located at 8110 Tamiami Trail, Sarasota FL 34243 and the loan funded out of the Southwest TIF due to location.

The project is planned to be a mixed use affordable housing units up to 80% AMI

CASL approached the County requesting a Mortgage Modification to increase the principal by \$2,221,045.00 for a total of \$3,971,045.00..

See attached Agenda Update Memo 4.30.26

On 3/3/26 the Board approved a motion to move forward with the increase to the Catalytic Loan bringing forward the documents to be executed at future meeting.

This item will finalize the Mortgage Modification.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

Please return fully executed documents to Tracie Adams, tracie.adams@mymanatee.org

Send executed B-26-XXX to the budget office.

Cost and Funds Source Account Number and Name

\$2,971,045.00 / Southwest District Affordable Housing TIF 8230021202

Amount and Frequency of Recurring Costs

N/A



May 5, 2026 - Regular Meeting

Subject

Updates to Agenda - April 30, 2026

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

Below are agenda updates (dated 4/30/26) for the meeting of May 5, 2026:

AWARDS/PRESENTATIONS/PROCLAMATIONS

Proclamations

Item 5, Small Business Week

- This agenda item was updated to reflect it will be presented.

CONSENT AGENDA

Financial Management

Item 14, Adoption of Budget Amendment Resolution B-26-063; and Budget Amendment Resolution B-26-071 for Infrastructure Sales Tax

- This agenda item was updated with revised Budget Amendment Resolution B-26-063.

Property Management

Item 31, Execution of Non-Residential Optional Supplemental Power Services Agreement and Execution of the Statement of Work with Florida Power & Light Company for 9000 Town Center Parkway, Eric Ausborn, Project Manager - District 5

- This agenda item was updated to delete Assistant County Attorney Hodges' name from the Reviewing Attorney Section and add Supplemental Background Information as an attachment.

REGULAR

Community and Veterans Services

Item 39, Adoption of Resolution R-26-051, approving the Mortgage Modification for Legacy Village I held with Community Assisted & Supported Living, Inc. (CASL), and Adoption of Budget Amendment Resolution B-26-XXX, Tracie Adams, Deputy Director of Community and Veterans Services - District 4

- This agenda item was deferred to a date not set.

COMMISSIONER AGENDA ITEMS

Items for Discussion

Item 44, Tingley Library

- This agenda item was updated with a public comment.

Item 46, Approval of Agreement with State College of Florida to Provide Last-Dollar Financial Assistance Program

- This agenda item was updated to revise the Title **from** Approval of Agreement with State College of Florida to Provide Last-Dollar Financial Assistance Program **to** Suncoast Prosper.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

RESOLUTION R-26-051

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING AFFORDABLE HOUSING; AUTHORIZING THE EXECUTION OF A MORTGAGE MODIFICATION DOCUMENT AND LURA REFLECTING THE INCREASED LOAN AMOUNT WITH COMMUNITY ASSISTED & SUPPORTED LIVING, INC.

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

WHEREAS, On January 23, 2024, the Board approved Resolution R-24-026, approving the execution of documents for a Catalytic Loan with Community Assisted & Supported Living, Inc. (CASL); and

WHEREAS, on March 3, 2026, the Board approved additional funding for the Catalytic Loan to CASL in a revised total loan amount of \$3,971,045.00; and

WHEREAS, the Board desires to formally amend the loan amount and authorize the execution of a Mortgage Modification Document and amended LURA to reflect the increase in the Catalytic Loan consistent with the terms previously approved;

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Manatee County, Florida that:

1. The recitals set forth above are true and correct and are hereby adopted as findings of the Board.
2. The Chairman of the Manatee County Board of County Commissioners is authorized to execute the Mortgage Modification and amended LURA documents.
3. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such section, sentence, clause, or provisions shall be deemed severable, and such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses or provisions of the Resolution.
4. This Resolution shall take effect immediately upon its adoption.

**ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS
21ST DAY OF APRIL 2026.**

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: _____

TITLE: _____ Chairman _____

ATTEST: Angelina Colonnese
Clerk of the Circuit Court

BY: _____
Deputy Clerk

MODIFICATION OF MORTGAGE

This is a Modification of Mortgage between Braden Square, LLC, a Florida Limited Liability Company and Blue CASL 41, LLC, a Florida Limited Liability Company as "Mortgagor", and Manatee County, a political subdivision of the State of Florida, hereinafter referred to as "Mortgagee", dated the ____ day of _____, 2026.

STATEMENT OF FACT

- A. Mortgagee is the owner and holder of a mortgage securing Mortgagor's indebtedness in the original principal amount of \$1,750,000.00, dated January 23, 2024, and recorded as Instrument No. 202441009614 in the Official Records of Manatee County, Florida (the "Mortgage").
- B. Mortgagor and Mortgagee desire to modify the terms of the loan evidenced by the Mortgage.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 (\$10.00) DOLLARS, the promises and covenants contained herein and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, Mortgagor and the Mortgagee do hereby agree as follows:

- 1. The Mortgage is hereby amended to increase the principal balance to Three Million Nine Hundred Seventy-One and Forty-Five Dollars and 00/100 (\$3,971,045.00)

IN WITNESS WHEREOF, the Parties hereto have executed this Modification of Mortgage the day and year first set forth above.

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

By: _____
Board of County Commissioners Chairman, Tal Siddique

MORTGAGOR

Witness
Address: _____

By: _____

Witness
Address: _____

By: _____

STATE OF Florida
COUNTY OF Manatee

Sworn to and subscribed before me this ____ day of _____, 2026, by _____
who is/are personally known to me OR who has/have produced _____
_____ as identification.

NOTARY PUBLIC, State of _____
Printed Name:

My Commission Expires: _____

Prepared by and return to:
Manatee County Community and Veterans Services Department
1112 Manatee Avenue West, 5th Floor
Bradenton, FL 34205

_____ [Space Above This Line For Recording Data] _____

AMENDMENT TO LAND USE RESTRICTION AGREEMENT
for
CATALYTIC LOAN FINANCING
between
MANATEE COUNTY
and
BRADEN SQUARE, LLC

THIS AMENDMENT TO THE LAND USE RESTRICTION AGREEMENT (hereinafter “Agreement”) is made and entered into as of 4/21/26, by and between Manatee County, a political subdivision of the State of Florida (hereinafter referred to as the “County”) 1112 Manatee Avenue West, Bradenton, FL 34205 and Braden Square, LLC., a Florida Limited Liability Company, for itself and its successors, assigns, and agents (hereinafter referred to as the “Owner”), 2911 Fruitville Road, Sarasota, FL 34237.

Project Name: BRADEN SQUARE

Property Address: 8110 North Tamiami Trail, Sarasota, FL 34243

Dwelling Unit Count: Sixty (60) Dwelling Units

Amended Loan Amount: Three Million Nine Hundred Seventy-One and Forty-Five Dollars and 00/100 (\$3,971,045.00)

RECITALS

WHEREAS, on January 23, 2024 the Owner entered into a Land Use Restriction Agreement for funding in the amount of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) to purchase certain commercial development 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 rental and occupancy of Dwelling Units (hereafter defined) constructed on the Property (the Project) in order to provide affordable housing in Manatee County, Florida; and

WHEREAS, the Owner has requested an increase of the loan by Two Million Two Hundred Twenty One and Forty Five Dollars (\$2,221,045) from the County to fund a portion of the cost to provide additional development of the property which the County has agreed to provide; and

WHEREAS, The County has agreed to fund the total loan in the amount of \$3,971,045.00 upon the terms and conditions set forth herein and in the Modification of Mortgage (hereafter defined) as (the “Loan”) and the County intends to fund the loan in accordance with the disbursement schedule set forth herein from Southwest District Tax Increment Financing (SWD/TIF), however, such Loan may be funded from other resources of the County at the County’s discretion; and

WHEREAS, the County will treat the proposed development of the Property (hereafter defined as the “Project”) as an affordable housing project within the meaning set forth in Section 420.9071, Florida Statutes, based upon Owners Commitments contained herein; and

WHEREAS, the Board of County Commissioners finds that the construction and operation of the Project will also promote economic development by providing jobs and income to the residents of the County in addition to affordable housing; and

WHEREAS, a portion of the purchase is being funded by Community Assisted and Supported Living, Inc., a Florida not-for-profit corporation, in the amount of \$1,750,000; and

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 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 rental to the general public.

- (b) “Affordable Dwelling Unit” shall mean a Dwelling Unit that is rented to Eligible Persons at rents equal to or less than the percentage of annual income limits set for such Eligible Persons annually by the Florida Housing Finance Corporation, and as set forth in the Manatee County Local Housing Assistance Plan and within the meaning set forth in Section 420.9071, Florida Statutes.
- (c) “Affordability Period” shall mean the date commencing on delivery of the temporary Certificate of Occupancy for the Project and ending on the later of (i) satisfaction of the Loan and or (ii) 50 years.
- (d) “County Mortgage” shall mean the Mortgage from the Owner to the County related to the Project dated 1/23/24.
- (e) “Eligible Persons” shall mean person or household whose income (as adjusted for family size) does not exceed 80% of the area median income for the County.
- (f) “Maturity Date” shall mean the date which is twenty (20) years following the Completion Date (as defined herein), which is the date on which all unpaid principal and accrued but unpaid interest due under the Promissory Note becomes due and payable in full.
- (g) “State” shall mean the State of Florida.
- (h) “Term” shall mean the term of this Agreement as defined in Section 6.2.

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 and maintain the Project as a mixed-use multifamily rental housing and commercial development consisting of sixty (60) total residential units. All units in the Project shall be Affordable Dwelling Units at 80% or below of the Area Median Income (AMI) and rent exclusively to Eligible Persons or Households throughout the Affordability Period (as defined and established pursuant to Section 2.4 hereof). This is consistent with the Program eligibility requirements to make available at least 25% of the total Dwelling Units in the Project to Eligible Persons or Eligible Households as Affordable Dwelling Units. The Affordable Dwelling Units that the Owner is obligated to develop and maintain pursuant to this Section shall be referred to herein as the “Assisted Unit”. Notwithstanding any provision of this Agreement, Owner’s compliance with more restrictive requirements of the Florida Housing Finance Corporation (“FHFC”) relating to income targeting and rent restrictions imposed on the Project (the “FHFC Requirements”) will not constitute a default hereunder.

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 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 commencement of occupancy, such Eligible Person or Households may be treated as continuing to be Eligible throughout their occupancy notwithstanding increases in income. The respective Assisted Unit or another unit shall, upon vacancy during the Affordability Period, be rented as an Affordable Dwelling Unit, to an Eligible Person or Eligible Household with the appropriate income limits. The Owner must maintain 100% of Dwelling Units in this development for use by Eligible Persons or Eligible Household and such units will be deemed the Assisted Units. If the Owner 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 Loan Security and Disbursements. The terms of the Loan (interest rate, maturity date, repayment dates) shall be as set forth in the Promissory Note. Repayment of the Loan shall be secured by the County Mortgage.

The Loan shall be disbursed as follows:

The loan amount of Three Million Nine Hundred Seventy-One and Forty-Five Dollars and Zero Cents (\$3,971,045.00) will be issued to the closing agent in the form of a check or wire transfer on the day of closing.

Construction is deemed to have commenced upon pouring of the foundation for the Project located at or about 8110 North Tamiami Trail, Sarasota, FL 34243 "Exhibit A". Project construction completion shall be measured by review by the County of the Project contractor's executed applications and certifications for completion (the "Completion Date").

Section 2.4 Compliance. The Owner shall comply with all requirements of the Comprehensive Plan, all standards, and requirements of the LDC, the Florida Building Code, and shall maintain the Project in compliance with the aforementioned requirements.

Section 2.5 No Conversion. During the term of this Agreement, the Owner shall not use the Project for any use other than a rental residential development.

Section 2.6 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 2.7 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 unit in any specific manner or any specific representation that the Project is or contains a unit that is designated as Affordable, so Owner complies with this Agreement.

Section 2.8 Maintenance. The Owner shall maintain the Project in a condition which is consistent with the Land Development Code and Housing Quality Standards.

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 new Owner shall develop the Project pursuant to this Agreement. If a transfer of ownership for all or any part of the Property takes place during the Affordability Period, then the new Owner shall continue to keep Assisted Units affordable within the meaning set forth in this Agreement and rent exclusively to Eligible Persons or Eligible Households. Information relating to the new Owner, (developer/contractor), including name, address, and telephone number, shall be forwarded by letter to the Director of the Development Services Department.

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 the 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 **Administration**

Section 3.1 Annual Report. The Owner shall, during the Affordability Period, submit an Annual Report to the Manatee County. Said report shall be submitted in accordance with the schedule established by the County. The report shall document the Owner's performance of its obligations with respect to maintaining the Assisted Unit as an Affordable Dwelling Unit reserved for Eligible Persons and Eligible Households, including without limitation leases, applications, employment, and income certification documents.

Section 3.2 Omission. The omission of any regulatory requirement in this Agreement shall not relieve the Owner from the necessity of complying with any and all applicable State, County, and Federal laws, rules and regulations. In particular, the development and maintenance of the Project shall be governed by the provisions of the LDC. In interpreting any applicable requirements, the more stringent provisions shall apply.

Section 3.3 Department Review. The County shall review the Project at least every twelve (12) months to determine compliance with the terms of this Agreement. Failure of the County to conduct said review or identify violations of this Agreement shall not relieve Owner of any obligation hereunder or prevent subsequent enforcement.

Section 3.4 County Review; Audit. The County shall have the right to review and audit the records of the Owner relating to the Property to determine compliance with this Agreement. The Owner shall be required upon written notification, to provide the necessary information to perform an audit to the satisfaction of the County. This information may include without limitation, all tenant lists, tenant selection plan, applications, leases, waiting lists, income examinations and re-examination relating to the Assisted Units. During the Affordability Period, these materials shall at all times be kept separate and identifiable from any other business of Owner which is unrelated to the Property and

shall be maintained in reasonable condition for a proper audit, subject to examination and photocopying during business hours by representatives of the County. The County shall provide at least five (5) business days prior written notice before performing such audit or examination.

Section 3.5 Monitoring and Inspection. The Owner shall permit the County or its designee to inspect all records, including but not limited to financial statements pertaining to Assisted Units upon reasonable notice and within normal working hours, and shall submit to the County such documentation as required by the County to document compliance with this Agreement. The Owner acknowledges that the County or its designee must, from time to time, inspect each Assisted Unit for compliance with state and local code requirements, and agrees to facilitate such inspections with tenants as necessary. The Owner also acknowledges that the Property must meet County standards (as codified in the County Code) upon completion of the Project and for the duration of the Affordability Period.

The County shall, from time to time, make or cause to be made inspections of the Assisted Units and Property rental records to determine compliance with the conditions specified herein. The County shall notify the Owner prior to scheduled inspections, and the Owner shall make any and all necessary arrangements to facilitate the County's inspection. The County may make, or cause to be made, other reasonable entries upon and inspections of the Property, provided that the County shall give the Owner notice prior to any such inspection, specifying reasonable cause therefore, related to the County's interest in the Property.

The Owner shall comply with restrictions regarding the use or occupancy of the Project and shall ensure that all requirements are being satisfied on a continuing basis in accordance with this Agreement. Owner staff will remain updated and knowledgeable regarding procedures for filing tenant income certification forms, and compliance certificates, and for verifying compliance with this Agreement.

Section 3.6 Annual Compliance Monitoring of Project. The County will conduct an annual review of the Owner's compliance with this Agreement. During its annual monitoring review, the County will:

- (a) Conduct on-site audits of the Project's tenant records of the Assisted Units and document all findings to ensure compliance with applicable regulations, terms, and conditions; and
- (b) Review rent rolls to ensure monthly rents are in compliance with this Agreement; and
- (c) Examine leases to ensure that all occupants of the Assisted Units are listed, and that each lease is current and fully executed; and
- (d) Verify that record retention requirements are being met and units are not occupied until properly certified; and
- (e) Inspect units for compliance with local codes and housing quality standards.

The Owner shall be responsible for all costs and expenses of complying with the requirements of this agreement. At all times the Assisted Unit shall be in compliance with rules and regulations of chapter 430, Florida Statutes, and the Florida Administrative Code 67-37.

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 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 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 and all Incentives, either regulatory and/or financial, provided to Owner; and
- (c) To cause the Owner to pay the County an amount equal to the Incentives provided for an Assisted unit which the Owner has failed to maintain as an affordable Dwelling Unit reserved for Eligible Persons or Eligible Households during the Affordability Period, with interest calculated at the rate equal to the yield earned on the Florida State Board of Administration statewide government investment pool during the period of default.

Section 4.2 Repeal and Replace. This LURA repeals and replaces the previously recorded LURA dated January 23, 2024, Instrument # 202441009615 as recorded in the public records of Manatee County.

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 therefor.

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, and demands, and out-of-pocket 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. The indemnifying party shall be entitled to adequate notice and opportunity to defend and settle any indemnifiable claim hereunder.

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 or Developer at its sole expense. A certified copy of the recorded documents shall be provided to the Development Services 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. However, if Livable Manatee Incentive Program is amended within a 2-year period and construction has not begun for the project, this agreement shall be amended to reflect the current program guidelines, or any other program set in place of Livable Manatee.

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. Should the developer fail to construct the units within 2 years from the date of this executed agreement, the provisions of said agreement shall be amended to comply with any and all new or improved incentive program accordingly.

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.

THIS SECTION INTENTIONALLY LEFT BLANK

Notice shall be forwarded to the following:

FOR THE COUNTY:

**County Administrator
1112 Manatee Avenue West, 9th Floor
Post Office Box 1000
Bradenton, FL 34206-1000**

**With copies by U.S. Mail to:
Office of the County Attorney
Manatee County Government
1112 Manatee Avenue West, 9th Floor
Post Office Box 1000
Bradenton, FL 34206-1000**

**Director:
Community and Veterans Services Department
1112 Manatee Avenue West, 5th Floor
Post Office Box 1000
Bradenton, FL 34206-1000**

FOR THE OWNER:

**Braden Square, LLC
Attn: J. Scott Eller
Chief Executive Officer
2911 Fruitville Road
Sarasota, FL 34237**

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 provisions 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 420, 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:

OWNER:

BRADEN SQUARE, LLC., a Florida limited liability company

By: **BRADEN SQUARE, LLC** a Florida limited liability company, its manager

By: _____
J. Scott Eller, Chief Executive Officer

Date: _____

STATE OF FLORIDA
COUNTY OF _____

SWORN AND SUBSCRIBED before me by means of __ physical presence or __ online notarization, this ____ day of _____, 2026, by J. Scott Eller, CEO of BRADEN SQUARE, LLC., a Florida limited liability company, 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: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

EXHIBIT "A"

Legal Description of real property located in Manatee County, Florida:

PARCEL

(A) Beginning at a point 41.37 feet West and 30.0 feet South of Northeast corner of Southeast 1/4 of Section 35, Township 35 South, Range 17 East, Manatee County, Florida, said point being the intersection of the South Street line of Braden Avenue and the West right of way line of Highway U.S. 41; run thence Southerly along the West right of way line of said Highway U.S. 41, a distance of 90.0 feet to a point; thence South 70°08'35" West, a distance of 317.20 feet to a point; thence North 26°54' West, a distance of 215.52 feet to a point on the South Street line of said Braden Avenue; thence North 89°52' East along the South Street line of said Braden Avenue and parallel to the North line of the Southeast 1/4 of said Section 35, a distance of 367.23 feet to Point of Beginning.

ALSO:

(B) Starting at the Northeast corner of the Southeast 1/4 of Section 35, Township 35 South, Range 17 East, thence West 41.37 feet and South 30 feet to the intersection of the South Street Line of Braden Avenue and the West right of way line of U.S. Highway 41; run thence South 89°52' West along said South Street Line of Braden Avenue, a distance of 367.23 feet to a point; thence South 26°54' East, a distance of 215.52 feet to a point, said point being the Point of Beginning; thence South 26°54' East, a distance of 104.85 feet to a point; thence North 67°30'44" East a distance of 306.73 feet to a point, said point being on the West right of way line of U.S. Highway 41; thence Northerly along said West right of way line of U.S. Highway 41 a distance of 90 feet to a point, said point being 90 feet from the intersection of the South Street line of Braden Avenue and the West right of way line of U.S. Highway 41; thence South 70°08'35" West, a distance of 317.20 feet to the Point of Beginning.

RESOLUTION R-24-026

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING AFFORDABLE HOUSING; APPROVING A CATALYTIC LOAN TO COMMUNITY ASSISTED & SUPPORTED LIVING, INC.; PROVIDING FINDINGS; PROVIDING FOR THE APPROVAL AND EXECUTION OF LOAN DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, on December 12, 2023, the Board of County Commissioners of Manatee County, Florida (the "Board") approved a Catalytic Loan with a Term Letter dated January 9, 2024 (the "Term Letter") providing for a loan to Community Assisted and Supported Living, Inc., for the purchase of a 43-unit commercial development to be redeveloped into a 60-unit mixed-use affordable housing project (the "Project"); and

WHEREAS, certain conditions to the funding of the Loan were provided in Section II of the Term Letter, including (i) a resolution of the Board budgeting and appropriating legally available funds for the loan and (ii) a resolution of the Board approving and authorizing loan documents consistent with the Term Letter (collectively, the "Conditions"); and

WHEREAS, the Board finds that the support of affordable housing through the expenditure of public funds as provided in the Term Letter serves a valid public purpose; and

WHEREAS, the Board of County Commissioners finds that the construction and operation of the Project will also promote economic development by providing jobs and income to the residents of the County in addition to affordable housing, and

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

SECTION 1. FINDINGS. The recitals set forth above are true and correct and are hereby adopted as findings of the Board.

SECTION 2. APPROVAL AND EXECUTION OF DOCUMENTS. In satisfaction of the condition that the Board approve and authorize documents consistent with the Term Letter, the Promissory Note, the Land Use Restriction Agreement, and the County Mortgage pertaining to the Loan, substantially final forms of which are attached hereto as Exhibits A, B, and C (the "Loan Documents"), respectively, are hereby approved. The Chair and Vice Chair of the Board of County Commissioners and the County Administrator are hereby authorized and directed to execute and deliver the Loan Documents substantially in the form attached hereto, with such insubstantial changes, insertions and omissions, and such exhibits thereto, as may be approved by the Chair, Vice Chair and County Administrator, the execution or acceptance thereof being conclusive evidence of such approval.

SECTION 3. SEVERABILITY. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such section, sentence, clause, or provisions shall be deemed severable, and such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution. In the event of a conflict with any existing resolution, this Resolution shall prevail.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS 23RD DAY OF JANUARY 2024.



MANATEE COUNTY, a political subdivision of the State of Florida
By: its Board of County Commissioners

By: _____
Chairperson

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

By: Ueki Lessner
Deputy Clerk

EXHIBIT A

NON-REVOLVING LINE OF CREDIT PROMISSORY NOTE (Pages 4 to 11)

**NON-REVOLVING LINE OF CREDIT
PROMISSORY NOTE**

\$1,750,000

Effective Date: January 23, 2024

The undersigned, **BRADEN SQUARE, LLC, a Florida limited liability company** (hereinafter called the "Borrower"), promises to pay to the order of **Manatee County, a political subdivision of the State of Florida** (called the "Lender"), at 1112 Manatee Avenue West, Bradenton, Florida 34205, or any such place as the Lender may designate in writing to the Borrower, the principal sum of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) with interest thereon from the date hereof at:

Fixed rate of two and one hundred eighty-five thousandths' percent (2.185%), per annum (the "Interest Rate")

Interest and principal shall be paid as follows:

Interest shall accrue on the outstanding principal balance of the Loan and shall be paid annually, commencing two years after the Completion Date (as defined herein) and continuing on the same day of each calendar year thereafter.

The entire outstanding principal balance and accrued, but unpaid interest thereon, shall be due and payable on the date (the "Maturity Date") which is twenty (20) years following the Completion Date.

In the event the Property (as defined herein) is sold or refinanced, the full Loan Amount plus any accrued interest will be due at closing. However, the foregoing shall not apply to a conveyance of the Property to an entity owned or controlled by Community Assisted and Supported Living, Inc., a Florida not-for-profit corporation, any affiliates or subsidiaries of such entity, or any combination thereof with written notification to the County thirty (30) days prior. Otherwise, Owner shall only convey or transfer all or part of the property with County's express written consent, and any such transfer must be to another organization that can comply with the provisions set herein and pursuant to the LURA Agreement (Section 2.9 "Transfer of Ownership").

Should Borrower fail to develop the project and place it in operation within 5 years from the date of closing, the loan shall automatically be due for repayment within thirty (30) days.

Loan Security and Disbursements. The terms of the Loan (interest rate, maturity date, repayment dates) shall be as set forth herein. Repayment of the Loan shall be secured by the County Mortgage (as defined herein).

The Loan shall be disbursed as follows:

The loan amount of One Million Seven Hundred Fifty Thousand Dollars and Zero Cents (\$1,750,000) will be issued to the closing agent in the form of a check or wire transfer on the day of closing.

Construction is deemed to have commenced upon pouring of the foundation for the project located at or about 8110 North Tamiami Trail, Sarasota, FL 34243 as more fully described on "Exhibit A" (the "Property"). Project construction completion shall be measured by review by the County of the Project contractor's executed applications and certifications for completion (the "Completion Date").

All payments hereunder are to be applied first to the interest and then the remainder to the reduction of principal. The Borrower shall have the right to prepay any of this Note with accrued interest due and payable through such payment date.

From and after the occurrence of any default under this Note, including after the Maturity Date, through acceleration or otherwise, interest, at the option of the Lender, shall accrue on the principal balance remaining unpaid at the highest lawful rate until paid (the "Default Rate"), but not withstanding anything to the contrary herein, neither the Interest Rate nor the Default Rate shall at any time exceed the maximum amount permitted by applicable law.

All persons now or hereafter becoming obligated hereunder, whether as the Borrower, endorser, or guarantor, waive demand or presentment for payment, protest for nonpayment and notice of dishonor, and jointly and severally agree that, in the event of default of the payment of any installment due hereunder for a period of thirty (30) days, the whole of said indebtedness shall, at the option of the Lender, become immediately due and payable. Should this Note become in default and placed in the hands of an attorney for collection, the Borrower, endorsers, or guarantors agree to pay costs and reasonable attorney's and paralegal's fees incurred in the collection hereof, including those incurred in trial, appellate, bankruptcy and post judgment enforcement proceedings.

The Borrower shall be in default hereunder upon: (a) nonpayment of any interest or principal hereunder thirty (30) days following payment due date; (b) failure of any Borrower to perform any agreement hereunder or otherwise a part of this Note or to pay any liabilities whatsoever to the Lender or any installment thereof or interest thereon in full within thirty (30) days following written notice of such default by Lender; (c) the appointment of a bonded receiver of any part of the property of the Borrower, assignment for the benefit of creditors by or the commencement of any proceedings in bankruptcy or insolvency by or against the Borrower; (d) the entry of a judgment against the Borrower that is not stayed, satisfied, bonded, or appealed within thirty (30) days upon entry thereon; (e) the issuing of any attachment or garnishment, or the filing of any lien against any property of the Borrower that is not stayed, satisfied, bonded, or appealed within thirty (30) days upon entry thereon; and (f) any default under the LURA which is not cured within any applicable curative period.

The Borrower hereby covenants that any repayment hereunder shall be made beginning two (2) years from the Completion Date and hereby acknowledges that such covenant will be relied upon by the Lender in complying with its obligations under the mortgage agreement for the Primary Lender (as defined in the LURA).

The Lender shall have all the rights and remedies of a creditor under all applicable laws of the State of Florida.

Notwithstanding anything to the contrary contained herein, Lender's rights to declare a default, accelerate the indebtedness evidenced by this Note, or pursue any other right or remedy under this Note or the other loan documents executed in connection herewith, other than equitable actions to enforce that certain Land Use Restriction Agreement dated January 23, 2024, by and between the parties hereto (the "LURA"), are subject to that certain mortgage of even date herewith between Lender and Borrower (the "County Mortgage"), which County Mortgage encumbers the Property.

The Borrower and the Lender intend and believe that each provision in this Note complies with all applicable law. However, if any provision in this Note is found by a court of law to be in violation of any applicable law, and if such court should declare such provision of this Note to be unlawful, void, or unenforceable as written, then it is the intent of all parties hereto that such provision shall be given full force and effect to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Note shall be construed as if such unlawful, void or unenforceable provision were not contained herein, and that the rights, obligations and interests of the Borrower and the Lender hereof under the remainder of this Note shall continue in full force and effect.

This is a non-recourse Note. In the event the Borrower defaults in making any payment due under this Note the Borrower shall have no personal liability.

This Note shall be construed and enforced according to the laws of the State of Florida.

To The County:

Office of the County Administrator
1112 Manatee Avenue West, 9th Floor
PO Box 1000, Bradenton, FL 34206-1000
Attn: Charlie Bishop, Administrator

With copies to:

Office of the County Attorney
1112 Manatee Avenue West, 9th Floor
PO Box 1000, Bradenton, FL 34206
Attn: William E Clague, Esq.

Director:

Development Services Department

1112 Manatee Avenue West, 4th Floor
PO Box 1000, Bradenton FL 34206

With copies to:

Williams Parker Attorneys at Law
50 Central Avenue, 8th Floor
Sarasota, FL 34236
Attn: John L. Moore, Esq.

With copies to:

Braden Square, LLC
C/O: Community Assisted and Supported Living, Inc.
2911 Fruitville Rd
Sarasota, FL 34243
Attn: J. Scott Eller, CEO

**THIS SECTION INTENTIONALLY LEFT BLANK
SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the Borrower has entered into this Non-Revolving Line of Credit Promissory Note, as set forth on the date first stated above.

WITNESSES:

BORROWER:

BRADEN SQUARE, LLC, a Florida limited liability company

By: **Community Assisted and Supported Living, Inc.**, a Florida Not-For-Profit Corporation, its manager

By: _____
J. Scott Eller, Chief Executive Officer

STATE OF FLORIDA
COUNTY OF _____

SWORN AND SUBSCRIBED before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 2024 by J. Scott Eller, as Chief Executive Office of Community Assisted and Supported Living, Inc., a Florida not-for-profit corporation and Manager of Braden Square, LLC, a Florida limited liability company, on behalf of the corporation and the company. The above-named person 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

IN WITNESS WHEREOF, the Lender has entered into this Non-Revolving Line of Credit Promissory Note Agreement, as set forth on the date first stated above.

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

ATTACHMENTS

1. EXHIBIT A: Legal Description of the parcel located at 8110 North Tamiami Trail, Sarasota, FL 34243 ("the project")
2. EXHIBIT B: Title Insurance to be provided for Braden Square, LLC, on behalf of Braden Square ("The Project").

THIS SECTION INTENTIONALLY LEFT BLANK

EXHIBIT A:

Legal Description

BEG AT A PT 41.37 FT W & 30 FT S OF NE COR SE1/4 SEC 35; SD PT BEING THE INTERSEC OF THE S LN OF BRADEN AVE & THE W R/W LN OF US HWY 41, TH SLY ALG THE W R/W LN OF SD US HWY 41 A DIST OF 90 FT, TH S 70 DEG 08 MIN 35 SEC W A DIST OF 317.20 FT, THE N 26 DEG 54 MIN W A DIST OF 215.52 FT TO S LN OF BRADEN AVE; TH N 89 DEG 52 MIN E & PARALLEL TO N LN OF THE SE1/4 OF SD SEC 35 A DIST OF 367.23 FT TO POB, DESC IN DB 366 P 15; TOGETHER WITH BEG AT NE COR OF SE1/4 SEC 35, TH W 41.37 FT AND S 30 FT TO THE INTERSEC OF THE S LN OF BRADEN AVE & THE W R/W LN OF US HWY 41; TH RUN S 89 DEG 52 MIN W ALG SD S LN OF BRADEN AVE, 367.23 FT TO PT, TH S 26 DEG 54 MIN E, 215.52 FT TO PT, SD PT BEING POB; TH S 26 DEG 54 MIN E, 104.85 FT TO PT, TH N 67 DEG 30 MIN 44 SEC E, 306.73 FT TO PT, SD PT BEING ON THE W R/W LN OF US HWY 41; TH NLY ALG W R/W LN OF US HWY 41 A DIST OF 90 FT TO PT, SD PT BEING 90 FT FROM INTERSEC OF S LN OF BRADEN AVE & W R/W LN OF US HWY 41, TH S 70 DEG 08 MIN 35 SEC W, 317.20 FT TO POB, (782/690). ALSO, IN SEC 36 35 17. PI#68229.0010/9

8278491.v2

EXHIBIT B

LAND USE RESTRICTION AGREEMENT *for* CATALYTIC LOAN FINANCING (Pages 13 to 25)

LAND USE RESTRICTION AGREEMENT
for
CATALYTIC LOAN FINANCING
between
MANATEE COUNTY
and
BRADEN SQUARE, LLC

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is hereby entered into as of **January 23, 2024**, by and between Manatee County, Florida a political subdivision of the State of Florida (hereinafter referred to as the "County"), 1112 Manatee Avenue West, Bradenton FL 34205 and BRADEN SQUARE, LLC, a Florida limited liability company, for itself and its successors, assigns, and agents (hereinafter referred to as "Owner"), 2911 Fruitville Rd, Sarasota, FL 34237.

PROJECT NAME: BRADEN SQUARE

PROPERTY ADDRESS: 8110 North Tamiami Trail, Sarasota, FL 34243

DWELLING UNIT COUNT: Sixty (60) Dwelling Units

LOAN AMOUNT: One Million Seven Hundred Fifty Thousand (\$1,750,000.00) Dollars

RECITALS

WHEREAS, Owner is seeking to purchase certain commercial development described in Exhibit "A" attached hereto and incorporated herein by reference, hereinafter referred to as the "Property"; and

WHEREAS, Owner agrees to comply with certain restrictions in the rental and occupancy of Dwelling Units (hereafter defined) to be constructed on the Property (the "Project") in order to provide affordable housing in Manatee County, Florida; and

WHEREAS, Owner has requested a loan from the County to fund a portion of the cost to purchase said commercial development and the County has agreed to provide this loan for this purpose; and

WHEREAS, the County has agreed to fund the loan in the amount of \$1,750,000.00 upon the terms and conditions set forth herein and in the Promissory Note (hereafter defined) as (the "Loan") and the County intends to fund the loan in accordance with the disbursement schedule set forth herein from Southwest District Tax Increment Financing (SWD/TIF), however, such Loan may be funded from other resources of the County at the County's discretion; and

WHEREAS, the County will treat the proposed development as an affordable housing project within the meaning set forth in Section 420.9071, Florida Statutes, based upon Owner's commitments contained herein; and

WHEREAS, the Board of County Commissioners finds that the construction and operation of the Project will also promote economic development by providing jobs and income to the residents of the County in addition to affordable housing, and

WHEREAS, a portion of the purchase is being funded by Community Assisted and Supported Living, Inc., a Florida not-for-profit corporation, in the amount of \$1,750,000; and

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 in the Promissory Note or Section 420.9071, Florida Statutes.

The following defined terms shall have the following meanings:

- (a) "Affordable Dwelling Unit" shall mean a Dwelling Unit that is rented to Eligible Persons at rents equal to or less than the percentage of annual income limits set for such Eligible Persons annually by the Florida Housing Finance Corporation, and as set forth in the Manatee County Local Housing Assistance Plan and within the meaning set forth in Section 420.9071, Florida Statutes.
- (b) "Affordability Period" shall mean the date commencing on delivery of the temporary certificate of occupancy for the Project and ending on the later of (i) satisfaction of the Loan and or (ii) 50 years.
- (c) "County Mortgage" shall mean the Mortgage from the Owner to the County related to the Project dated January 23, 2024.
- (d) "Dwelling Unit" shall mean a residential accommodation located within the 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 rental to the general public.
- (e) "Eligible Persons" shall mean person or households whose income (as adjusted for family size) does not exceed 80% of the area median income for the County.

- (f) "Maturity Date" shall mean the date which is twenty (20) years following the Completion Date (as defined herein), which is the date on which all unpaid principal and accrued but unpaid interest due under the Promissory Note becomes due and payable in full.
- (g) "Promissory Note" shall mean the Promissory Note from the Owner to the County dated January 23, 2024, reflecting the terms of the Loan.
- (h) "State" shall mean the State of Florida.
- (i) "Term" shall mean the term of this Agreement as defined in Section 6.2.

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 Residential Affordable Housing Rental Project. The Owner shall develop and maintain the Project as a mixed-use multifamily rental housing and commercial development containing sixty (60) total residential rental units. All residential units in the Project shall be Affordable Dwelling Units for rent exclusively to Eligible Persons throughout the Affordability Period at 80% or below of the Area Median Income (AMI). Notwithstanding any provision of this Agreement, Owner's compliance with more restrictive requirements of Florida Housing Finance Corporation (FHFC) relating to income and rent restrictions imposed on the Project will not constitute a default hereunder. The Project shall be required to obtain all necessary permits and approvals for construction, and nothing contained herein shall be construed as development or zoning approval. Owner represents that it has secured all applicable permits for construction of the Project and shall diligently and in good faith pursue and complete construction thereof.

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 in a Dwelling Unit did not exceed the applicable income limit at the commencement of occupancy, such Eligible Persons may be treated as continuing to be Eligible Persons throughout their occupancy notwithstanding increases in income as allowed by applicable Federal, State, and Local Fair Housing Laws. The respective unit shall, upon vacancy during the Affordability Period, be rented as an Affordable Dwelling Unit, to Eligible Person (s).

Section 2.3 Loan Security and Disbursements. The terms of the Loan (interest rate, maturity date, repayment dates) shall be as set forth in the Promissory Note. Repayment of the Loan shall be secured by the County Mortgage.

The Loan shall be disbursed as follows:

The loan amount of One Million Seven Hundred Fifty Thousand Dollars and Zero Cents (\$1,750,000) will be issued to the closing agent in the form of a check or wire transfer on the day of closing.

Construction is deemed to have commenced upon pouring of the foundation for the project located at or about 8110 North Tamiami Trail, Sarasota, FL 34243 "Exhibit A". Project construction completion shall be measured by review by the County of the Project contractor's executed applications and certifications for completion (the "Completion Date").

Section 2.4 Compliance. In the construction, operation and maintenance of the Project, the Owner shall comply with all requirements of State and federal laws and regulations, including but not limited to the Comprehensive Plan, all standards, and requirements of the Land Use Regulations, the Florida Building Code, the Land Development Code, Chapter 420, Florida Statutes, and the Florida Administrative Code and the regulations promulgated thereunder and shall maintain the Project in compliance with the aforementioned requirements.

Section 2.5 No Conversion. During the term of this Agreement, the Owner shall not use the residential portion of the Project for any use other than as a mixed-use rental residential and commercial development including Affordable Dwelling Units.

Section 2.6 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 2.7 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 the Project. 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 Dwelling Units.

Section 2.8 Maintenance. The Owner shall maintain the Project in a condition which is consistent with the Land Development Code and Housing Quality Standards.

Section 2.9 Transfer of Ownership. Should a transfer of ownership for all or part of the Property take place during the Loan Period or Affordability Period, the residential use shall not change; any such transfer (other than a transfer to an entity owned or controlled by Community Assisted and Supported Living, Inc., a Florida not-for-profit corporation, any affiliates or subsidiaries of such entity, or any combination thereof) must be to another organization that can comply with the provisions of this Agreement and at the expressed written consent of the County. Notification of a change in ownership must be sent within thirty (30) days to Manatee County Development Services Department/Comprehensive Planning Division (Affordable Housing) and include the name, address, and telephone number of the new Owner. any such transfer must be to another nonprofit organization that can comply with the provisions of this Agreement.

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 the Project, and to the County for the Affordability Period set forth in this Agreement and any future Agreements. The Owner and each subsequent owner of the Project shall expressly make the conditions and covenants of this Agreement a part of any deed or other instrument conveying any interest in the Project during the Affordability Period.

ARTICLE III

Administration

Section 3.1 Annual Report. The owner shall, during the term of this agreement, submit an Annual Report to the County. The report shall document the Owner's performance of its obligations with respect to maintaining the required Affordable Dwelling Units, including without limitations leases, applications, employment, and income certification documents.

Section 3.2 Omission. The omission of any regulatory requirement in this Agreement shall not relieve the Owner from the necessity of complying with any and all applicable State, County, and Federal laws, rules and regulations. In interpreting any applicable requirements, the more stringent provisions shall apply.

Section 3.3 County Review; Audit. The County shall have the right to review, inspect and audit the Project at least every twelve (12) months to determine compliance with the terms of this Agreement. Failure of the County to conduct said review or identify violations of this Agreement shall not relieve Owner of any obligation hereunder or prevent subsequent enforcement. The Owner shall be required upon written notification, to provide the necessary information to perform an audit to the satisfaction of the County. This information may include without limitation, all tenant lists, applications, leases, waiting lists, income examinations and re-examination relating to the Project. During the Affordability Period, these materials shall at all times be kept separate and identifiable from any other business of Owner which is unrelated to the Project and shall be maintained in reasonable condition for a proper audit, subject to examination and photocopying during business hours by representatives of the County.

Section 3.4 Monitoring and Inspection. In addition to the annual review described in Section 3.5 hereof, the Owner shall permit the County or its designee to inspect all records, including but not limited to financial statements pertaining to the Project upon reasonable notice and within normal working hours, and shall submit to the County such documentation as required by the County to document compliance with this Agreement. The Owner acknowledges that the County or its designee must, from time to time, inspect the Project for compliance with state and local code requirements, and agrees to facilitate such inspections with tenants, as necessary. The Owner also acknowledges that the Property must meet County standards (as codified in the County Code) upon completion of the Project and for the duration of the Affordability Period. The County shall notify the Owner prior to scheduled inspections, and the Owner shall make any and all necessary

arrangements to facilitate the County's inspection. The County may make, or cause to be made, other reasonable entries upon and inspections of the Property.

The Owner shall comply with restrictions regarding the use or occupancy of the Project and shall ensure that all requirements are being satisfied on a continuing basis in during the Affordability Period in accordance with this Agreement. Owner staff will remain updated and knowledgeable regarding procedures for filing tenant income certification forms, and compliance certificates, and for verifying compliance with this Agreement.

Section 3.5 Annual Compliance Monitoring of Project. The County will conduct an annual review of the Owner's compliance with this Agreement. During its annual monitoring review, the County will:

- (a) Conduct on-site audits of the Project's tenant records and document all findings to ensure compliance with applicable regulations, terms and conditions; and
- (b) Review rent rolls to ensure monthly rents are in compliance with this Agreement; and
- (c) Examine leases to ensure that all occupants of the Units are listed, and that each lease is current and fully executed; and
- (d) Verify that record retention requirements are being met and units are not occupied until properly certified; and
- (e) Inspect units for compliance with local codes and housing quality standards.

The Owner shall be responsible for all costs and expenses of complying with the requirements of this Agreement.

ARTICLE IV

Enforcement and Remedies

Section 4.1 Default. If Owner (including specifically any subsequent purchaser of any part of the development) 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 thirty (30) days after notice thereof has been given by the County to Owner, 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) To cause the Owner to pay to the County an amount equal to any incentives provided which the Owner has failed to maintain as an Affordable Dwelling Unit with interest calculated at the rate equal to the yield earned on the Florida State Board of Administration statewide government investment pool during the period of default.

All fees, costs and expenses of the County incurred in taking any action pursuant to this Article 4 shall be the sole responsibility of the Owner, and the Owner such fees, costs and expenses shall be added to the Loan amount and secured by the County Mortgage.

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 conflict with any of the instruments that create or establish Owner's authority to which the Owner is a party; and
- (b) Will not conflict with any applicable public or private restrictions; and
- (c) Do not require any consent or approval of any public or private authority which has not already been obtained; and
- (d) Are not threatened with invalidity or unenforceability by any action, proceeding or investigation pending or threatened, by or against Owner.

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 Project, 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 therefor.

Section 5.5 Indemnification. The Owner shall indemnify, defend, save, and hold harmless the County, its officers, agents, and employees from and against all suits, actions, claims, and demands, and out-of-pocket 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. The Owner shall be entitled to adequate notice and opportunity to defend and settle any indemnifiable claim hereunder. In the event that any action or proceeding is brought against the County, or any of its directors, officers, members, officials, employees, or agents with respect to which indemnity may be sought hereunder, the Owner, shall assume the investigation and defense thereof, including the employment of counsel and the payment of all expenses. This provision shall survive the termination of this Agreement. The County shall have the right to participate in the investigation and defense thereof and may employ separate counsel with or without the approval and consent of the Owner which costs and fees will be the responsibility of Owner.

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 prior to disbursement of the Loan. A certified copy of the recorded documents shall be provided to the Development Services Department within ten (10) days of the execution and delivery of this Agreement.

Section 6.2 Effective Date and Duration. This Agreement shall become effective as of the date set forth above, recordation as provided in Section 6.1, and the restrictions provided herein shall remain in effect from the effective date set forth above until full payment of the Loan is paid in full or "Maturity Date" twenty (20) years following the issuance of a Certificate of Occupancy.

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, 9th Floor
Post Office Box 1000
Bradenton, FL 34205-1000
Attn: Charlie Bishop, Administrator

with copies by U.S. Mail to:

Office of the County Attorney
Manatee County Government
1112 Manatee Avenue West, 9th Floor
Post Office Box 1000
Bradenton, FL 34205-1000
Attn: William E Clague, Esq.

Director:

Department Development Services
1112 Manatee Avenue West, 4th Floor
Post Office Box 1000
Bradenton, FL 34205-1000

FOR THE OWNER:

Braden Square, LLC
2911 Fruitville Rd.,
Sarasota, FL 34237
Attn: J. Scott Eller, Chief Executive Officer

with copies by U.S. Mail to:

Williams Parker Attorneys at Law
50 Central Avenue, 8th Floor
Sarasota, FL 34236
Attn: John L. Moore, Esq.

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 provisions 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 7.7 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 7.8 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 Loan provided by the County pursuant to this Agreement is provided solely to serve the public purpose set forth in Chapter 420, 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. 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 7.9 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.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES TO FOLLOW**

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

WITNESSES:

Name: _____

Address: _____

Name: _____

Address: _____

Owner:

BRADEN SQUARE, LLC, a Florida limited liability company

By: Community Assisted and Supported Living, Inc., a Florida not-for-profit corporation, as its Manager

By: _____

J. Scott Eller, Chief Executive Officer

STATE OF FLORIDA
COUNTY OF _____

SWORN AND SUBSCRIBED before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2024, by J. Scott Eller, as Chief Executive Officer of Community Assisted and Supported Living, Inc., a Florida not-for-profit corporation and Manager of Braden Square, LLC, a Florida limited liability company, on behalf of the corporation and the company. The above-named person 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

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

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 OF THE REAL PROPERTY

Parcel

BEG AT A PT 41.37 FT W & 30 FT S OF NE COR SE1/4 SEC 35; SD PT BEING THE INTERSEC OF THE S LN OF BRADEN AVE & THE W R/W LN OF US HWY 41, TH SLY ALG THE W R/W LN OF SD US HWY 41 A DIST OF 90 FT, TH S 70 DEG 08 MIN 35 SEC W A DIST OF 317.20 FT, TH N 26 DEG 54 MIN W A DIST OF 215.52 FT TO S LN OF BRADEN AVE; TH N 89 DEG 52 MIN E & PARALLEL TO N LN OF THE SE1/4 OF SD SEC 35 A DIST OF 367.23 FT TO POB, DESC IN DB 366 P 15; TOGETHER WITH BEG AT NE COR OF SE1/4 SEC 35, TH W 41.37 FT AND S 30 FT TO THE INTERSEC OF THE S LN OF BRADEN AVE & THE W R/W LN OF US HWY 41; TH RUN S 89 DEG 52 MIN W ALG SD S LN OF BRADEN AVE, 367.23 FT TO PT, TH S 26 DEG 54 MIN E, 215.52 FT TO PT, SD PT BEING POB; TH S 26 DEG 54 MIN E, 104.85 FT TO PT, TH N 67 DEG 30 MIN 44 SEC E, 306.73 FT TO PT, SD PT BEING ON THE W R/W LN OF US HWY 41; TH NLY ALG W R/W LN OF US HWY 41 A DIST OF 90 FT TO PT, SD PT BEING 90 FT FROM INTERSEC OF S LN OF BRADEN AVE & W R/W LN OF US HWY 41, TH S 70 DEG 08 MIN 35 SEC W, 317.20 FT TO POB, (782/690). ALSO, IN SEC 36 35 17. PI#68229.0010/9

EXHIBIT C
COUNTY MORTGAGE
(Pages 27 to 44)

Prepared by and return to:

Rowena Young-Gopie, Affordable Housing Development Coordinator
Manatee County Development Services Department
1112 Manatee Avenue West, 4th Floor
Bradenton, FL 34205

_____ [Space Above This Line For Recording Data] _____

MORTGAGE

This Mortgage ("Mortgage") is made and entered into this ____ day of _____, 2024, by and between **Manatee County**, a political subdivision of the State of Florida ("Mortgagee"), and **BRADEN SQUARE, LLC**, a Florida limited liability company (hereinafter referred to as the "Mortgagor") for the benefit of the Braden Square Project ("the Project").

The terms "Mortgagor" and "Mortgagee" shall include heirs, personal representatives, successors, legal representatives, and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whenever and wherever the context so admits or requires.

WITNESSETH:

WHEREAS, the Mortgagor has received a loan from the Mortgagee, in the principal amount of **One Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$1,750,000.00)**, as evidenced by a non-revolving line of credit promissory note of even date herewith (the "Note" which term includes any modification, renewal, extension or alteration thereof) executed under seal by Mortgagor, as maker, payable to the order of the Mortgagee, which Note, by reference, is made a part hereof to the same extent as though set out in full herein and in that certain Land Use Restriction Agreement dated (the "LURA") January 23, 2024, as recorded in Official Public Records of Manatee County, Florida (the "LURA"); and

NOW, THEREFORE: That Mortgagor, for the better securing of the several sums of money mentioned, has granted, bargained, sold, alienated, remised, released, conveyed, and confirmed unto the Mortgagee, its successors and assigns forever, that certain property in **Manatee County**, State of Florida, as more particularly described as follows:

BEG AT A PT 41.37 FT W & 30 FT S OF NE COR SE1/4 SEC 35; SD PT BEING THE INTERSEC OF THE S LN OF BRADEN AVE & THE W R/W LN OF US HWY 41, TH SLY ALG THE W R/W LN OF SD US HWY 41 A DIST OF 90 FT, TH S 70 DEG 08 MIN 35 SEC W A DIST OF 317.20 FT, THE N 26 DEG 54 MIN W A DIST OF 215.52 FT TO S LN OF BRADEN AVE; TH N 89 DEG 52 MIN E & PARALLEL TO N LN OF THE SE1/4 OF SD SEC 35 A DIST OF 367.23 FT TO POB, DESC IN DB 366 P 15; TOGETHER WITH BEG AT NE COR OF SE1/4 SEC 35, TH W 41.37 FT AND S 30 FT TO THE INTERSEC OF THE S LN OF BRADEN AVE & THE W R/W LN OF US HWY 41; TH RUN S 89 DEG 52 MIN W ALG SD S LN OF BRADEN AVE, 367.23 FT TO PT, TH S 26 DEG 54 MIN E, 215.52 FT TO PT, SD PT BEING POB; TH S 26 DEG 54 MIN E, 104.85 FT TO PT, TH N 67 DEG 30 MIN 44 SEC E, 306.73 FT TO PT, SD PT BEING ON THE W R/W LN OF US HWY 41; TH NLY ALG W R/W LN OF US HWY 41 A DIST OF 90 FT TO PT, SD PT BEING 90 FT FROM INTERSEC OF S LN OF BRADEN AVE & W R/W LN OF US HWY 41, TH S 70 DEG 08 MIN 35 SEC W, 317.20 FT TO POB, (782/690). ALSO, IN SEC 36 35 17. PI#68229.0010/9

("Real Property"), together with all and singular the tenements, hereditaments, appurtenances, privileges, rights, interests, dower, reversions, remainders, and easements thereunto appertaining, all of which, together with all of the following, will hereinafter be referred to as the "Mortgaged Property".

Mortgagor hereby covenants and agrees:

1. To pay the principal and interest and other sums of money payable by virtue of said Note, Mortgage, and the LURA, promptly on the days respectively due.
2. Mortgagor will insure the Mortgaged Property against such perils and hazards, and in such amounts and with such limits, as Mortgagee may from time to time require, and will continuously maintain the following described policies of insurance (the "Insurance Policies"): flood insurance, if applicable, hazard insurance, and comprehensive general liability insurance for personal injury, including, without limitation, bodily injury and death, and property damage. All insurance policies shall be the greater of the amount of the Mortgage or the full replacement value of the Mortgaged Property. In addition, Mortgagor shall maintain Builder's Risk Insurance during the period of construction on the Mortgaged Property, including hazard insurance and flood insurance in amounts not less than the full replacement value of the Mortgaged Property. Mortgagor shall name Mortgagee as an additional insured on the Insurance Policies.

In the event Mortgagor fails to fully comply with the above and provide proof of payment of the necessary insurance premiums to Mortgagee upon execution of this Mortgage and subsequently within thirty (30) days prior to the expiration of any such policies, Mortgagee may, at any time and in its sole discretion upon written notice to Mortgagor, procure and substitute for any and all of the policies of insurance required above, such other policies of insurance, in such amounts, and carried in such companies, as it may select, and in such event, those policies of insurance shall be included within the definition of "Insurance Policies" set forth herein, and such amounts shall be added to the Secured Indebtedness owed to Mortgagee.

3. To permit, commit or suffer no waste, impairment or deterioration of the Mortgaged Property, or any part thereof.
4. To permit no other lien or Mortgage to be placed ahead of this Mortgage, without Mortgagee's prior written consent, other than that certain future mortgage made by Mortgagor to another lending institution in the form of a construction loan for the sole purpose of constructing the project ("Primary Lender") in partial evidence of a construction and permanent loan ("Construction and Permanent Loan"). Other permitted encumbrances and liens are described in **Exhibit "B"** attached hereto and made part hereof.
5. Mortgagor shall provide proof of payment of annual real estate taxes by March 1, for the preceding year's taxes. In the event that Mortgagor does not pay the taxes by such date, the Mortgagee may pay the taxes and the full amount of such payment by Mortgagee shall be added to the principal balance owed on the Mortgage and shall accrue interest at the maximum rate allowed by law.
6. The Mortgagee may, at any time pending a suit upon this Mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver, and such receiver shall have all the broad and effective functions and powers in anywise

entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee. The rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this Mortgage.

7. If any of the sums of money due and owing to Mortgagee under the terms of the Note and this Mortgage, including but not limited to any advance made by Mortgagee for the payment of insurance or taxes, are not paid within thirty (30) days after the same become due and payable, or if each of the stipulations, agreements, conditions and covenants of the Note and this Mortgage, or either, are not fully performed or complied with, and such condition remains uncured thirty (30) days following written notice to Mortgagor by Mortgagee, the aggregate sum owed on the Note shall become due and payable forthwith or thereafter at the option of Mortgagee, his successors, legal representatives, or assigns.
8. Unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the use for which all or any part of the Mortgaged Property was intended at the time this Agreement was executed. Mortgagor shall not initiate or acquiesce in a change in the zoning or future use classifications of the Mortgaged Property without Mortgagee's prior written consent. The intended use of the subject Mortgaged Property is mixed-use residential and commercial.
9. Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Mortgaged Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Mortgaged Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Mortgaged Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Mortgaged Property.
Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Mortgaged Property and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Mortgaged Property is necessary, and such Hazardous Substances were the result of the Mortgagee, the Mortgagee shall have the first opportunity to resolve and correct the same, through appropriate remediation and, if necessary, litigation at their expense; failing to such, Mortgagor shall promptly take all necessary remedial action in accordance with Environmental Law, and Mortgagee shall reimburse the Mortgagor. If the Hazardous Substances were the result of the Mortgagor, the Mortgagor shall promptly take all necessary remedial action in accordance with Environmental Law at their expense.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Mortgaged Property is located that relate to health, safety, or environmental protection.

Mortgagor hereby agrees to defend, at its expense, and unconditionally indemnify and hold harmless Mortgagee, its assigns (collectively, in this paragraph, "Mortgagee") from and against any and all

payments, claims, demands, judgments, settlements, suits, actions, causes of action, injuries, administrative orders, consent agreements, orders, costs (including but not limited to any cleanup costs), losses, damages, penalties, liabilities and expenses of every nature whatsoever suffered or incurred by Mortgagee at any time, including, but not limited to attorneys' fees (whether litigation be brought or not, and if litigation is brought, at the trial court and all appellate levels), arising out of or in connection with, the actual, alleged or threatened presence, use, disposal, storage or release of any Hazardous Substances on or in the Mortgaged Property by the Mortgagor.

Notwithstanding anything to the foregoing, in no event shall Mortgagor be liable for any actual, alleged or threatened presence, use, disposal, storage or release of any Hazardous Substances on or in the Mortgaged Property if such occurred or accrued prior to the date of this agreement or if such was caused by any prior owner of the Mortgaged Property, including the Mortgagee; and Mortgagee shall be solely responsible for the prompt remediation of any Hazardous Substances affecting the Mortgaged Property which they caused. Further, Mortgagee agrees to defend, at its expense, and unconditionally indemnify and hold harmless Mortgagor, its assigns (collectively, in this paragraph, "Mortgagor") from and against any and all payments, claims, demands, judgments, settlements, suits, actions, causes of action, injuries, administrative orders, consent agreements, orders, costs (including but not limited to any cleanup costs), losses, damages, penalties, liabilities and expenses of every nature whatsoever suffered or incurred by Mortgagor at any time, including, but not limited to attorneys' fees (whether litigation be brought or not, and if litigation is brought, at the trial court and all appellate levels), arising out of or in connection with, the actual, alleged or threatened presence, use, disposal, storage or release of any Hazardous Substances on or in the Mortgaged Property by the Mortgagee.

10. The terms and conditions of the LURA between Mortgagor and Mortgagee are incorporated herein by reference and shall survive closing of this transaction. In case of an express conflict between the terms of the Mortgage and Note with the LURA, terms of the LURA shall prevail.
11. Except as permitted by the terms of the Note, the principal sum secured hereby, along with any interest to be paid in accordance with the terms of the note secured hereby, shall immediately become due and payable without notice, if a transfer of title to the Mortgaged Property by sale or otherwise is made without the Mortgagee's written consent, while this Mortgage remains a lien thereon, at the option of Mortgagee, his successors, legal representatives, or assigns.

The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Mortgagee and Mortgagor. Mortgagor's covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Mortgagee and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent.

Any notice, request, instruction, or other document required or permitted to be delivered hereunder by any party to another shall be in writing and shall be hand delivered, sent by certified mail, return receipt requested, sent by Federal Express or similar overnight courier, or transmitted by telecopy, and addressed as follows:

Notice shall be forwarded to the following:

Owner/Mortgagor:

Braden Square, LLC
C/O: Community Assisted and Supported Living, Inc.
Attn: J. Scott Eller, CEO
2911 Fruitville Rd.,
Sarasota, FL 34237

County/Mortgagee:

Office of the County Administrator
1112 Manatee Avenue West, 9TH Floor
Post Office Box 1000
Bradenton, FL 34206-1000

With A Copy To:

Office of the County Attorney
1112 Manatee Ave West, 9th Floor
Post Office Box 1000
Bradenton, FL 34206

Development Services Department
1112 Manatee Ave West, 4th Floor
Post Office Box 1000
Bradenton, FL 34206

With A Copy To:

Williams Parker Attorney at Law.
50 Central Avenue, 8th Floor
Sarasota, FL 34236
Attn: John L. Moore, Esq.

Time shall be of the essence for all terms and conditions of this Mortgage.

This Mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

**THIS SPACE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, Mortgagor, intending to be legally bound hereby has executed this Mortgage as of the day and year first written above.

Signed, sealed and delivered in the presence of:

Witnesses:

Name: _____

Address: _____

Name: _____

Address: _____

Borrower:

BRADEN SQUARE, LLC, a Florida limited liability company

By: Community Assisted and Supported Living, Inc., a Florida not-for-profit corporation, its Manager

By: _____
J. Scott Eller, Chief Executive Officer

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this _____ day of January 2024, by J. Scott Eller, as Chief Executive Officer of Community Assisted and Supported Living, Inc., a Florida not-for-profit corporation and manager of Braden Square, LLC, a Florida limited liability company, on behalf of the corporation and the company. The above-named person is personally known to me or has produced _____ as identification.

Notary Public
Printed Name: _____
My Commission Expires: _____

[Notary Seal]

EXHIBIT "A"
Legal Description of Real Property

BEG AT A PT 41.37 FT W & 30 FT S OF NE COR SE1/4 SEC 35; SD PT BEING THE INTERSEC OF THE S LN OF BRADEN AVE & THE W R/W LN OF US HWY 41, TH SLY ALG THE W R/W LN OF SD US HWY 41 A DIST OF 90 FT, TH S 70 DEG 08 MIN 35 SEC W A DIST OF 317.20 FT, THE N 26 DEG 54 MIN W A DIST OF 215.52 FT TO S LN OF BRADEN AVE; TH N 89 DEG 52 MIN E & PARALLEL TO N LN OF THE SE1/4 OF SD SEC 35 A DIST OF 367.23 FT TO POB, DESC IN DB 366 P 15; TOGETHER WITH BEG AT NE COR OF SE1/4 SEC 35, TH W 41.37 FT AND S 30 FT TO THE INTERSEC OF THE S LN OF BRADEN AVE & THE W R/W LN OF US HWY 41; TH RUN S 89 DEG 52 MIN W ALG SD S LN OF BRADEN AVE, 367.23 FT TO PT, TH S 26 DEG 54 MIN E, 215.52 FT TO PT, SD PT BEING POB; TH S 26 DEG 54 MIN E, 104.85 FT TO PT, TH N 67 DEG 30 MIN 44 SEC E, 306.73 FT TO PT, SD PT BEING ON THE W R/W LN OF US HWY 41; TH NLY ALG W R/W LN OF US HWY 41 A DIST OF 90 FT TO PT, SD PT BEING 90 FT FROM INTERSEC OF S LN OF BRADEN AVE & W R/W LN OF US HWY 41, TH S 70 DEG 08 MIN 35 SEC W, 317.20 FT TO POB, (782/690). ALSO, IN SEC 36 35 17. PI#68229.0010/9

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EXHIBIT "B"

Permitted Encumbrances and Liens

1. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

2. Owners Title Insurance
 - (a) Add Title Exception

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8278666.v2

Prepared by and return to:

Rowena Young-Gopie, Affordable Housing Development Coordinator
Manatee County Development Services Department
1112 Manatee Avenue West, 4th Floor
Bradenton, FL 34205

_____ [Space Above This Line For Recording Data] _____

MORTGAGE

This Mortgage ("Mortgage") is made and entered into this ___ day of _____, 2024, by and between **Manatee County**, a political subdivision of the State of Florida ("Mortgagee"), and **BRADEN SQUARE, LLC**, a Florida limited liability company (hereinafter referred to as the "Mortgagor") for the benefit of the Braden Square Project ("the Project").

The terms "Mortgagor" and "Mortgagee" shall include heirs, personal representatives, successors, legal representatives, and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whenever and wherever the context so admits or requires.

WITNESSETH:

WHEREAS, the Mortgagor has received a loan from the Mortgagee, in the principal amount of **One Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$1,750,000.00)**, as evidenced by a non-revolving line of credit promissory note of even date herewith (the "Note" which term includes any modification, renewal, extension or alteration thereof) executed under seal by Mortgagor, as maker, payable to the order of the Mortgagee, which Note, by reference, is made a part hereof to the same extent as though set out in full herein and in that certain Land Use Restriction Agreement dated (the "LURA") January 23, 2024, as recorded in Official Public Records of Manatee County, Florida (the "LURA"); and

NOW, THEREFORE: That Mortgagor, for the better securing of the several sums of money mentioned, has granted, bargained, sold, alienated, remised, released, conveyed, and confirmed unto the Mortgagee, its successors and assigns forever, that certain property in **Manatee County**, State of Florida, as more particularly described as follows:

BEG AT A PT 41.37 FT W & 30 FT S OF NE COR SE1/4 SEC 35; SD PT BEING THE INTERSEC OF THE S LN OF BRADEN AVE & THE W/R/W LN OF US HWY 41, TH SLY ALG THE W/R/W LN OF SD US HWY 41 A DIST OF 90 FT, TH S 70 DEG 08 MIN 35 SEC W A DIST OF 317.20 FT, THE N 26 DEG 54 MIN W A DIST OF 215.52 FT TO S LN OF BRADEN AVE; TH N 89 DEG 52 MIN E & PARALLEL TO N LN OF THE SE1/4 OF SD SEC 35 A DIST OF 367.23 FT TO POB, DESC IN DB 366 P 15; TOGETHER WITH BEG AT NE COR OF SE1/4 SEC 35, TH W 41.37 FT AND S 30 FT TO THE INTERSEC OF THE S LN OF BRADEN AVE & THE W/R/W LN OF US HWY 41; TH RUN S 89 DEG 52 MIN W ALG SD S LN OF BRADEN AVE, 367.23 FT TO PT, TH S 26 DEG 54 MIN E, 215.52 FT TO PT, SD PT BEING POB; TH S 26 DEG 54 MIN E, 104.85 FT TO PT, TH N 67 DEG 30 MIN 44 SEC E, 306.73 FT TO PT, SD PT BEING ON THE W/R/W LN OF US HWY 41; TH NLY ALG W/R/W LN OF US HWY 41 A DIST OF 90 FT TO PT, SD PT BEING 90 FT FROM INTERSEC OF S LN OF BRADEN AVE & W/R/W LN OF US HWY 41, TH S 70 DEG 08 MIN 35 SEC W, 317.20 FT TO POB, (782/690). ALSO, IN SEC 36 35 17. PI#68229.0010/9

("Real Property"), together with all and singular the tenements, hereditaments, appurtenances, privileges, rights, interests, dower, reversions, remainders, and easements thereunto appertaining, all of which, together with all of the following, will hereinafter be referred to as the "Mortgaged Property".

Mortgagor hereby covenants and agrees:

1. To pay the principal and interest and other sums of money payable by virtue of said Note, Mortgage, and the LURA, promptly on the days respectively due.
2. Mortgagor will insure the Mortgaged Property against such perils and hazards, and in such amounts and with such limits, as Mortgagee may from time to time require, and will continuously maintain the following described policies of insurance (the "Insurance Policies"): flood insurance, if applicable, hazard insurance, and comprehensive general liability insurance for personal injury, including, without limitation, bodily injury and death, and property damage. All insurance policies shall be the greater of the amount of the Mortgage or the full replacement value of the Mortgaged Property. In addition, Mortgagor shall maintain Builder's Risk Insurance during the period of construction on the Mortgaged Property, including hazard insurance and flood insurance in amounts not less than the full replacement value of the Mortgaged Property. Mortgagor shall name Mortgagee as an additional insured on the Insurance Policies.

In the event Mortgagor fails to fully comply with the above and provide proof of payment of the necessary insurance premiums to Mortgagee upon execution of this Mortgage and subsequently within thirty (30) days prior to the expiration of any such policies, Mortgagee may, at any time and in its sole discretion upon written notice to Mortgagor, procure and substitute for any and all of the policies of insurance required above, such other policies of insurance, in such amounts, and carried in such companies, as it may select, and in such event, those policies of insurance shall be included within the definition of "Insurance Policies" set forth herein, and such amounts shall be added to the Secured Indebtedness owed to Mortgagee.

3. To permit, commit or suffer no waste, impairment or deterioration of the Mortgaged Property, or any part thereof.
4. To permit no other lien or Mortgage to be placed ahead of this Mortgage, without Mortgagee's prior written consent, other than that certain future mortgage made by Mortgagor to another lending institution in the form of a construction loan for the sole purpose of constructing the project ("Primary Lender") in partial evidence of a construction and permanent loan ("Construction and Permanent Loan"). Other permitted encumbrances and liens are described in **Exhibit "B"** attached hereto and made part hereof.
5. Mortgagor shall provide proof of payment of annual real estate taxes by March 1, for the preceding year's taxes. In the event that Mortgagor does not pay the taxes by such date, the Mortgagee may pay the taxes and the full amount of such payment by Mortgagee shall be added to the principal balance owed on the Mortgage and shall accrue interest at the maximum rate allowed by law.
6. The Mortgagee may, at any time pending a suit upon this Mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver, and such receiver shall have all the broad and effective functions and powers in anywise

entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee. The rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this Mortgage.

7. If any of the sums of money due and owing to Mortgagee under the terms of the Note and this Mortgage, including but not limited to any advance made by Mortgagee for the payment of insurance or taxes, are not paid within thirty (30) days after the same become due and payable, or if each of the stipulations, agreements, conditions and covenants of the Note and this Mortgage, or either, are not fully performed or complied with, and such condition remains uncured thirty (30) days following written notice to Mortgagor by Mortgagee, the aggregate sum owed on the Note shall become due and payable forthwith or thereafter at the option of Mortgagee, his successors, legal representatives, or assigns.
8. Unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the use for which all or any part of the Mortgaged Property was intended at the time this Agreement was executed. Mortgagor shall not initiate or acquiesce in a change in the zoning or future use classifications of the Mortgaged Property without Mortgagee's prior written consent. The intended use of the subject Mortgaged Property is mixed-use residential and commercial.
9. Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Mortgaged Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Mortgaged Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Mortgaged Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Mortgaged Property.
Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Mortgaged Property and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Mortgaged Property is necessary, and such Hazardous Substances were the result of the Mortgagee, the Mortgagee shall have the first opportunity to resolve and correct the same, through appropriate remediation and, if necessary, litigation at their expense; failing to such, Mortgagor shall promptly take all necessary remedial action in accordance with Environmental Law, and Mortgagee shall reimburse the Mortgagor. If the Hazardous Substances were the result of the Mortgagor, the Mortgagor shall promptly take all necessary remedial action in accordance with Environmental Law at their expense.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Mortgaged Property is located that relate to health, safety, or environmental protection.

Mortgagor hereby agrees to defend, at its expense, and unconditionally indemnify and hold harmless Mortgagee, its assigns (collectively, in this paragraph, "Mortgagee") from and against any and all

payments, claims, demands, judgments, settlements, suits, actions, causes of action, injuries, administrative orders, consent agreements, orders, costs (including but not limited to any cleanup costs), losses, damages, penalties, liabilities and expenses of every nature whatsoever suffered or incurred by Mortgagee at any time, including, but not limited to attorneys' fees (whether litigation be brought or not, and if litigation is brought, at the trial court and all appellate levels), arising out of or in connection with, the actual, alleged or threatened presence, use, disposal, storage or release of any Hazardous Substances on or in the Mortgaged Property by the Mortgagor.

Notwithstanding anything to the foregoing, in no event shall Mortgagor be liable for any actual, alleged or threatened presence, use, disposal, storage or release of any Hazardous Substances on or in the Mortgaged Property if such occurred or accrued prior to the date of this agreement or if such was caused by any prior owner of the Mortgaged Property, including the Mortgagee; and Mortgagee shall be solely responsible for the prompt remediation of any Hazardous Substances affecting the Mortgaged Property which they caused. Further, Mortgagee agrees to defend, at its expense, and unconditionally indemnify and hold harmless Mortgagor, its assigns (collectively, in this paragraph, "Mortgagor") from and against any and all payments, claims, demands, judgments, settlements, suits, actions, causes of action, injuries, administrative orders, consent agreements, orders, costs (including but not limited to any cleanup costs), losses, damages, penalties, liabilities and expenses of every nature whatsoever suffered or incurred by Mortgagor at any time, including, but not limited to attorneys' fees (whether litigation be brought or not, and if litigation is brought, at the trial court and all appellate levels), arising out of or in connection with, the actual, alleged or threatened presence, use, disposal, storage or release of any Hazardous Substances on or in the Mortgaged Property by the Mortgagee.

10. The terms and conditions of the LURA between Mortgagor and Mortgagee are incorporated herein by reference and shall survive closing of this transaction. In case of an express conflict between the terms of the Mortgage and Note with the LURA, terms of the LURA shall prevail.

11.

Except as permitted by the terms of the Note, the principal sum secured hereby, along with any interest to be paid in accordance with the terms of the note secured hereby, shall immediately become due and payable without notice, if a transfer of title to the Mortgaged Property by sale or otherwise is made without the Mortgagee's written consent, while this Mortgage remains a lien thereon, at the option of Mortgagee, his successors, legal representatives, or assigns.

The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Mortgagee and Mortgagor. Mortgagor's covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Mortgagee and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent.

Any notice, request, instruction, or other document required or permitted to be delivered hereunder by any party to another shall be in writing and shall be hand delivered, sent by certified mail, return receipt requested, sent by Federal Express or similar overnight courier, or transmitted by telecopy, and addressed as follows:

Notice shall be forwarded to the following:

Owner/Mortgagor:

Braden Square, LLC
C/O: Community Assisted and Supported Living, Inc.
Attn: J. Scott Eller, CEO
2911 Fruitville Rd.,
Sarasota, FL 34237

County/Mortgagee:

Office of the County Administrator
1112 Manatee Avenue West, 9TH Floor
Post Office Box 1000
Bradenton, FL 34206-1000

With A Copy To:

Office of the County Attorney
1112 Manatee Ave West, 9th Floor
Post Office Box 1000
Bradenton, FL 34206

Development Services Department
1112 Manatee Ave West, 4th Floor
Post Office Box 1000
Bradenton, FL 34206

With A Copy To:

Williams Parker Attorney at Law.
50 Central Avenue, 8th Floor
Sarasota, FL 34236
Attn: John L. Moore, Esq.

Time shall be of the essence for all terms and conditions of this Mortgage.

This Mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

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SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, Mortgagor, intending to be legally bound hereby has executed this Mortgage as of the day and year first written above.

Signed, sealed and delivered in the presence of:

Witnesses:

Name: _____

Address: _____

Name: _____

Address: _____

Borrower:

BRADEN SQUARE, LLC, a Florida limited liability company

By: Community Assisted and Supported Living, Inc., a Florida not-for-profit corporation, its Manager

By: _____
J. Scott Eller, Chief Executive Officer

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this ____ day of _____ 2024, by J. Scott Eller, as Chief Executive Officer of Community Assisted and Supported Living, Inc., a Florida not-for-profit corporation and manager of Braden Square, LLC, a Florida limited liability company, on behalf of the corporation and the company. The above-named person is personally known to me or has produced _____ as identification.

Notary Public
Printed Name: _____
My Commission Expires: _____

[Notary Seal]

EXHIBIT "A"
Legal Description of Real Property

BEG AT A PT 41.37 FT W & 30 FT S OF NE COR SE1/4 SEC 35; SD PT BEING THE INTERSEC OF THE S LN OF BRADEN AVE & THE W R/W LN OF US HWY 41, TH SLY ALG THE W R/W LN OF SD US HWY 41 A DIST OF 90 FT, TH S 70 DEG 08 MIN 35 SEC W A DIST OF 317.20 FT, THE N 26 DEG 54 MIN W A DIST OF 215.52 FT TO S LN OF BRADEN AVE; TH N 89 DEG 52 MIN E & PARALLEL TO N LN OF THE SE1/4 OF SD SEC 35 A DIST OF 367.23 FT TO POB, DESC IN DB 366 P 15; TOGETHER WITH BEG AT NE COR OF SE1/4 SEC 35, TH W 41.37 FT AND S 30 FT TO THE INTERSEC OF THE S LN OF BRADEN AVE & THE W R/W LN OF US HWY 41; TH RUN S 89 DEG 52 MIN W ALG SD S LN OF BRADEN AVE, 367.23 FT TO PT, TH S 26 DEG 54 MIN E, 215.52 FT TO PT, SD PT BEING POB; TH S 26 DEG 54 MIN E, 104.85 FT TO PT, TH N 67 DEG 30 MIN 44 SEC E, 306.73 FT TO PT, SD PT BEING ON THE W R/W LN OF US HWY 41; TH NLY ALG W R/W LN OF US HWY 41 A DIST OF 90 FT TO PT, SD PT BEING 90 FT FROM INTERSEC OF S LN OF BRADEN AVE & W R/W LN OF US HWY 41, TH S 70 DEG 08 MIN 35 SEC W, 317.20 FT TO POB, (782/690). ALSO, IN SEC 36 35 17. PI#68229.0010/9

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EXHIBIT "B"

Permitted Encumbrances and Liens

1. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.
2. Owners Title Insurance
 - (a) Add Title Exception

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