

RESOLUTION NO. R-11-171

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, RESCINDING RESOLUTION R-11-128 IN ITS ENTIRETY; AND RE-AUTHORIZING CONVEYANCE OF COUNTY PROPERTY TO LEARN TO FISH, INC., A NON-PROFIT CORPORATION, FOR THE PURPOSES OF PROMOTING PUBLIC OR COMMUNITY INTEREST AND WELFARE

WHEREAS, the Board of County Commissioners of Manatee County, Florida, is authorized under Section 125.38, Florida Statutes, to convey real property owned by the County where such property is not needed for County purposes, upon application to the Board of County Commissioners, to any organization not for profit which may be organized for the purposes of promoting public or community interest and welfare, to best serve the interests of the citizens of Manatee County, Florida; and

WHEREAS, on June 21, 2011, the Board of County Commissioners adopted Resolution R-11-128 for the conveyance of property located at 1312 51st Avenue East, Bradenton, Florida; and

WHEREAS, the legal description of the property contained a scrivener's error which needs to be corrected; and

WHEREAS, Learn to Fish, Inc., a Florida non-profit corporation, has made application for the property located at 1312 51st Avenue East, Bradenton, Florida, as described in the Corrective Deed attached hereto as Exhibit "A," offering rental housing for the clients of Learn to Fish, Inc., who are actively enrolled in a personal enrichment and job training program for re-introduction into the general society of Manatee County, Florida; and

WHEREAS, the Board of County Commissioners finds and is satisfied that the property is not needed for County purposes and has determined it is in the best interest of Manatee County, Florida, to convey this property to Learn to Fish, Inc., a Florida non-profit corporation, for the betterment of the community.

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

Resolution R-11-128 is hereby rescinded and the Chairman or Vice Chairman of this Board is authorized to execute a Deed, or such other instrument of conveyance as may be required, substantially in the form attached hereto as Exhibit "A," conveying the property described therein to Learn to Fish, Inc., a Florida non-profit corporation, for the sum of \$10.00 to it in hand paid by Grantee and other good and valuable consideration, receipt of which is hereby acknowledged.

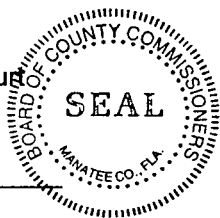
PASSED AND DULY ADOPTED with a quorum present and voting this 6th day of September, 2011.

MANATEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By [Signature]
Chairman

ATTEST: R. B. Shore
Clerk of the Circuit Court

By [Signature]
Deputy Clerk



This instrument prepared by:
Rodney C. Wade, Esq.
County Attorney's Office
Post Office Box 1000
Bradenton, Florida 34206

ID #5598000007

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

CORRECTIVE DEED

THIS DEED made this 6th day of September, 2011, by **MANATEE COUNTY**, a political subdivision of the State of Florida, party of the first part, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and **LEARN TO FISH, INC.**, a Florida non-profit corporation, party of the second part, whose mailing address is 526 4TH Avenue East, Bradenton, Florida 34208.

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

The East 50 feet of the East 200 feet of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 12, Township 35 South, Range 17 East, Manatee County, Florida.


More commonly known as: 1312 51st Avenue East, Bradenton, Florida, 34203

Parcel Identification Number: 5598000007

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

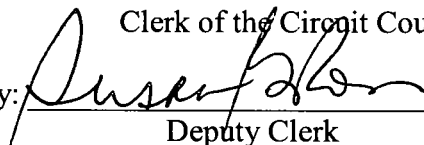
IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

**MANATEE COUNTY, FLORIDA,
by and through its BOARD OF COUNTY
COMMISSIONERS**

By: 
Chairperson *Carol Whitmore*

Date: 9/6/11

ATTEST: R. B. SHORE
Clerk of the Circuit Court

By: 
Deputy Clerk



This instrument prepared by and return to:
Manatee County Neighborhood Services Department
Post Office Box 1000
Bradenton, Florida 34206

**LAND USE RESTRICTION AGREEMENT
AND DEED RESTRICTIONS
FOR: LEARN TO FISH, INC.**

THIS LAND USE RESTRICTION AGREEMENT AND DEED RESTRICTIONS (hereinafter "Agreement") is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and LEARN TO FISH, INC., a Florida non-profit corporation (hereinafter referred to as the "Owner").

RECITALS

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

WHEREAS, the Owner is composed of the parties listed on Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the County has provided Property to the Owner for the renovation and rehabilitation of the existing single family residence located at 1312 51st Avenue East, Bradenton, in unincorporated Manatee County, Florida; and

WHEREAS, the Owner has agreed to comply with certain use restrictions for said Property.

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

1. Owner agrees to use the Property as a housing unit made available for rental, and not ownership, by eligible persons who are clients of Owner who are actively enrolled in a personal enrichment and job-training program for re-introduction into the general society of Manatee County, hereinafter referred to as "Eligible Tenants." The housing unit shall at all times be constructed and maintained in substantial accordance with applicable Manatee County Building Code Standards.

2. Owner agrees to make the housing unit available for occupancy in accordance to the following timeline:

- a. Within thirty (30) days of title transfer, Owner shall complete the site cleanup of the property.
- b. Within three (3) months, obtain building permits to restore the housing unit to habitable condition.
- c. Within one (1) year, complete the rehabilitation of the housing unit and have occupancy by Eligible Tenants.

3. The limitation on use provided above shall remain in full force and effect for a period of five (5) years after final inspection and issuance of a Certificate of Occupancy for the improvements pursuant to the Manatee County building permit. Should the Property cease to be used solely for the purposes provided herein, then the County shall have the right to re-enter and re-possess the Property and terminate Owner's estate under a power of termination in the nature of a right of re-entry for condition broken. Upon the exercise for such right, title to the Property shall vest in the County in fee simple absolute.

4. The Neighborhood Services Department shall review the Project at least every twelve (12) months to determine compliance with the terms of this Agreement. Failure of the Neighborhood Services Department to conduct said review or identify violations of this Agreement shall not relieve Owner of any obligation hereunder or prevent subsequent enforcement and shall not operate to invalidate the reverter placed on the Property as a result of this Agreement.

5. County shall have the right to review and audit the records of the Owner relating to the Property as the County deems appropriate 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 all tenant lists, applications, leases, waiting lists, income examinations, and re-examination relating to the Project. These materials shall at all times be kept separate and identifiable from any other business which is unrelated to the Property and shall be maintained in reasonable condition for property audit, subject to examination and photocopying during business hours by representatives of the County. Manatee County shall provide at least five (5) days prior written notice before performing such audit.

6. Owner shall, for the term of this Agreement, submit an Annual Report relative to all affordable units to the Manatee County Neighborhood Services Department. Said report shall be submitted in accordance with the schedule established by the County.

7. County may periodically monitor Owner's compliance with the requirements of this Agreement. In conducting its compliance review, County will rely primarily on information obtained from Owner's records and reports, including those prepared for other governmental agencies, findings from on-site monitoring, and audit

reports. County may consider relevant information gained from other sources, including litigation and citizen complaints.

8. Owner covenants and agrees that Owner will not lease, convey, or encumber the Property without the consent of the County while the restrictions provided herein remain in effect.

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

10. Owner represents and warrants to County:

- a. Owner has validly executed this Agreement and the same constitutes the binding obligation of the Owner. Owner 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.
- b. To the best of Owner's knowledge, the making of this Agreement and the Owner's obligations hereunder:
 - i. will not violate any contractual covenants or restrictions between Owner or any third party, or affecting the Property;
 - ii. will not conflict with any of the instruments that create or establish Owner's authority;
 - iii. will not conflict with any applicable public or private restrictions;
 - iv. do not require any consent or approval of any public or private authority which has not already been obtained; and
 - v. 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 whom Owner may be jointly or severally liable, or the Property or any part thereof.

- c. There is no litigation pending or proceeding known or, to the best of Owner's knowledge, threatened against Owner which, if adversely determined, could individually or in the aggregate have an adverse affect on title to or the use and enjoyment or value of the Property, or any portion thereof, or which could in any way interfere with the consummation of this Agreement.
- d. There is not pending or, to Owner's best knowledge, threatened against Owner any 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, or regulation relating to bankruptcy, insolvency, or relief from debtors.

11. Owner agrees to indemnify and hold harmless County from and against all liabilities, losses, claims, damages, judgments, costs, and expenses (including, without limitation, reasonable attorneys' fees, through appeal, if necessary) incurred by County as a result of any inaccuracy in any of the representations and warranties contained in this Agreement.

12. Notices required to be given by this Agreement shall be in writing, by certified mail through the United States Postmaster, with copies to be mailed as set forth below. Required certified mail shall also have return receipt requested, addressed to the persons and places specified for giving notice below. Revisions to the names or addresses of those parties to receive notice may be made by either party by providing notice to the other party as provided herein. This in no way impacts the requirement to provide notice to the Board of County Commissioners and to the County Attorney in the manner outlined above.

Notice shall be forwarded to the following:

For the County: Chairman
Board of County Commissioners
1112 Manatee Avenue West
Post Office Box 1000
Bradenton, Florida 34206-1000

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

Director
Neighborhood Services Department
1112 Manatee Avenue West
Post Office Box 1000
Bradenton, Florida 34206-1000

For the Owner:

Learn to Fish, Inc.
526 4th Avenue East
Bradenton, Florida 34208

13. The Owner and County agree that 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.

14. 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 apart 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.

15. 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 exclusive in Manatee County, Florida, unless prohibited by law.

16. In any litigation between the parties hereto arising out of this Agreement, the prevailing party shall be entitled to recover all fees and costs incurred in such litigation, including reasonable attorneys' fees, through appeal, if necessary.

17. This Agreement shall be recorded in the Official Records of Manatee County, Florida, by Manatee County at the expense of the Owner and shall run with the land and shall be binding on both parties, their heirs, successors, and assigns upon recording. Certified copies of the recorded documents shall be provided to the County within ten (10) days of receipt of the recorded Agreement.

IN WITNESS WHEREOF, the Parties have read and understand the terms set forth and agree to meet the obligations contained herein by execution of this Agreement, in duplicate, this 17 day of August, 2011.

OWNER:

Signed, sealed, and delivered in the presence of:

LEARN TO FISH, INC.

Crystal Steffwagen
Name
Crystal Steffwagen
Print Name
Ellen Gubellina
Name
ELLEN GUBELLINA
Print Name

Sabrina Crain-Sweeney
Print Name: Sabrina Crain-Sweeney
Title: CEO
Phone Number: 954-610-6467
Date: 8-17-11

COUNTY:

COUNTY OF MANATEE, FLORIDA,
by and through its BOARD OF COUNTY
COMMISSIONERS

[Signature]
Chairman Carol Whitmore

Date of Execution: 9/6/11

ATTEST: R.B. SHORE
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk



EXHIBIT "A"

The East 50 feet of the East 200 feet of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 12, Township 35 South, Range 17 East, Manatee County, Florida.

More commonly known as: 1312 51st Avenue East, Bradenton, Florida, 34203

Parcel Identification Number: 5598000007

EXHIBIT "B"

Principals of Learn to Fish, Inc.

Sabrina Crain-Sweeney
526 4th Avenue East
Bradenton, FL 34208

Frank Sweeney
526 4th Avenue East
Bradenton, FL 34208