

RESOLUTION NO. R-17-103

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

WHEREAS, the Board of County Commissioners of Manatee County, Florida, is authorized under Section 125.38, Florida Statutes, to determine that property owned by the County is not needed for County purposes and could best be used for multi- or single-family housing and to convey such property to a not for profit organization organized for the purposes of promoting community interest and welfare, and is authorized to convey or lease the same at private sale to an applicant for such property at a price, whether nominal or otherwise, as such Board may fix regardless of the actual value of such property to be put to use to serve the community interest and welfare; and

WHEREAS, Ordinance No. 05-30, authorizes the conveyance of certain County-owned property to a not for profit organization for the development of single- or multi-family housing and the subsequent conveyance of that property to a homeowner or development of that property for rental housing pursuant to Section 125.38, Florida Statutes, to serve the community interest and welfare; and

WHEREAS, Community Solutions 360, Inc., a Florida nonprofit corporation, has made application for the property located at 3014 27th Court East, Palmetto, Florida 34221, as described in the proposed Deed attached hereto as Exhibit "A," offering housing for homeownership to eligible households; and

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

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

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

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

This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED with a quorum present and voting this 7th day of September, 2017.

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



By: [Signature]
Chairperson (First Vice)

ATTEST: Angelina Colonnese
Clerk of the Circuit Court
and Comptroller

By: [Signature]
Deputy Clerk

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

ID # 58047.0000/2

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

DEED

THIS DEED made this _____ day of _____, 2017, 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 **COMMUNITY SOLUTIONS 360, INC.**, a Florida non-profit corporation, party of the second part, whose mailing address is 2831 Ringling Boulevard, Suite 122F, Sarasota, Florida 34237.

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:

LOT 16, OAK VIEW, PHASE II

More commonly known as: 3014 27th Court East, Palmetto, Florida 34221

Parcel Identification Number: 7741.0680/9

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

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

IN WITNESS WHEREOF, the said 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, a political subdivision
of the State of Florida**

**By: its BOARD OF COUNTY
COMMISSIONERS**

By: _____
Chairperson

Date: _____

ATTEST: Angelina Coloneso
Clerk of the Circuit Court
and Comptroller

By: _____
Deputy Clerk

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

**LAND USE RESTRICTION AGREEMENT
FOR: COMMUNITY SOLUTIONS 360, INC.**

THIS LAND USE RESTRICTION AGREEMENT AND DEED RESTRICTIONS (hereinafter "Agreement") is made and entered into by and between the COUNTY OF MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and COMMUNITY SOLUTIONS 360, INC., a Florida nonprofit corporation (hereinafter referred to as the "Owner").

RECITALS

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

WHEREAS, the County will be providing funds derived through the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program ("HOME") to the Owner for the construction of a single family residence located at 3014 27th Court East, Palmetto, in unincorporated Manatee County, Florida for resale to HOME eligible beneficiaries; 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 purchase by HOME eligible beneficiaries, 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 within twenty-four (24) months of execution of this agreement.

3. The limitation on use provided above shall remain in full force and effect for a period of twenty (20) 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 Redevelopment and Economic Opportunity Department shall review the Project at least every twelve (12) months to determine compliance with the terms of this Agreement. Failure of the Redevelopment and Economic Opportunity 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 pursuant to paragraph 3.

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 Redevelopment and Economic Opportunity 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 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 otherwise 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, defend 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) arising out of this Agreement or 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 County Administrator in the manner outlined above.

Notice shall be forwarded to the following:

For the County: Manatee County Administrator
1112 Manatee Avenue West
Post Office Box 1000
Bradenton, Florida 34206-1000

With copies by U.S. Mail to: Director
Redevelopment and Economic Opportunity
Department
1112 Manatee Avenue West
Post Office Box 1000
Bradenton, Florida 34206-1000

For the Owner: COMMUNITY SOLUTIONS 360, INC.
2831 Ringling Boulevard, Suite 122F
Sarasota, Florida 34237

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 County and shall run with the land and shall be binding on both parties, their heirs, successors, and assigns upon recording.

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 5th day of August, 2017

Signed, sealed and delivered in the presence of:

OWNER:

COMMUNITY SOLUTIONS 360, INC., a Florida nonprofit corporation

Deborah Creamer
First Witness Signature

By: Laura Carter
Signature

Deborah Creamer
First Witness Printed Name

As: President
Title

Laura Carter
Printed Name

Cheryl Williams
Second Witness Signature

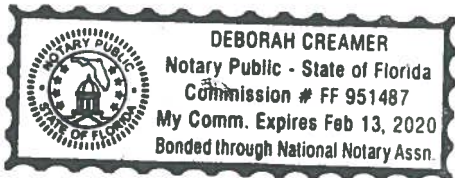
Cheryl Williams
Second Witness Printed Name

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 5th day of August, 2017, by Laura Carter as President of Community Solutions 360, Inc., a Florida nonprofit corporation, on behalf of said corporation, who is personally known to me or who has produced _____ as identification.

Affix seal below:

Deborah Creamer
Notary Public Signature



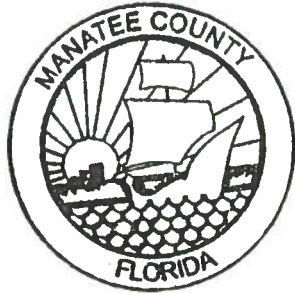
Printed Name _____
DEBORAH CREAMER
Notary Public - State of Florida
Commission # FF 951487
My Comm. Expires Feb 13, 2020
Bonded through National Notary Assn.
Commission Number _____

Expiration Date _____

COUNTY:

MANATEE COUNTY, a political
subdivision of the State of Florida

By: its Board of County Commissioners

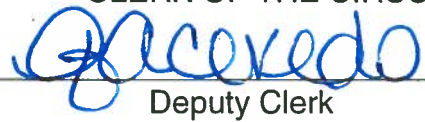


By: 

Chairperson (First Vice)

Date: September 7, 2017

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: 
Deputy Clerk

ATTACHMENT "A"

LOT 16, OAK VIEW, PHASE II

More commonly known as: 3014 27th Court East, Palmetto, Florida 34221

Parcel Identification Number: 7741.0680/9

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

ID # 58047.0000/2

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

DEED

THIS DEED made this 7th day of September, 2017, 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 **COMMUNITY SOLUTIONS 360, INC.**, a Florida nonprofit corporation, party of the second part, whose mailing address is 2831 Ringling Boulevard, Suite 122F, Sarasota, Florida 34237.

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:

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

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

IN WITNESS WHEREOF, the said 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, a political subdivision
of the State of Florida**

**By: its BOARD OF COUNTY
COMMISSIONERS**

By: [Signature]
Chairperson (First Vice)

Date: September 7, 2017

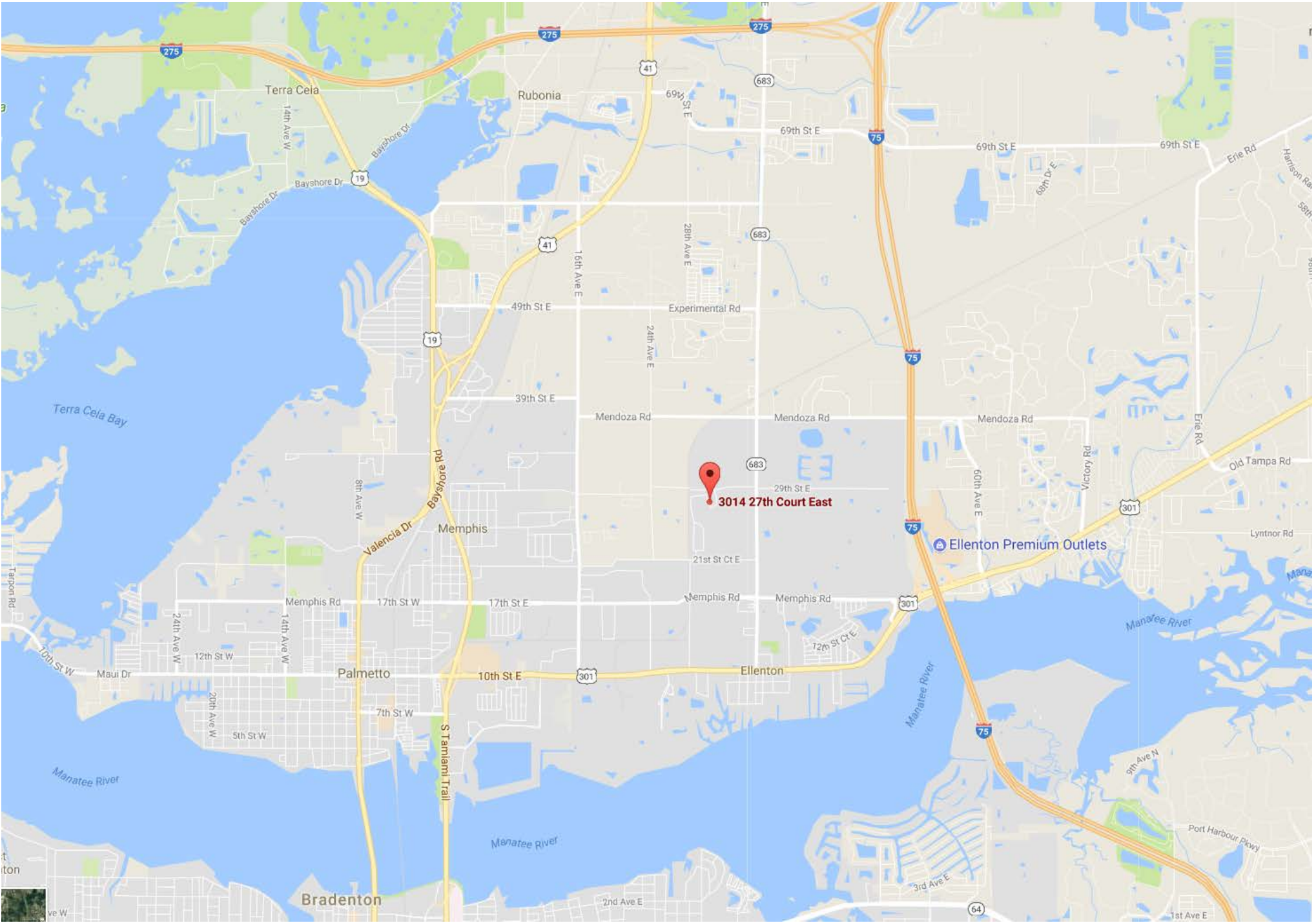
ATTEST: Angelina Coloneso
Clerk of the Circuit Court
and Comptroller

By: [Signature]
Deputy Clerk

Manatee County GIS Map



PARCEL_ID	774106809	WATERSHED	NONE
PRIMARY ADDR	3014 27TH CT E	FIRE DISTRICT	NORTH RIVER FIRE RESC
CITYNAME	PALMETTO	EVAC_ZONE	D
ZIP	34221	SPECIAL_AREAS	NONE
PLC	NCT	SCHOOL SV AREA	SSA-1
OWNER	MANATEE COUNTY	OWN_ADDR	PO BOX 1000
COMMISSIONER	Charles B. Smith	OWN_CITY	BRADENTON
SUBDIVISION	OAK VIEW PHASE II PB49/21	OWN_ST	FL
SUBDIV_NUM	0774101	OWN_ZIP	34206
LOT_BLOCK	16-	OWN_CNTRY	UNITED STATES OF AMERICA
ACRES	.127	BASIN_NAME	MANATEE RIVER BL DAM
LUC	8086	PARENT_PIN	774106809
LUC_DESCR	Govt Owned Vacant County (1555)	sourceLayer	ParcelID
ZONING	PD-R		
FUTURE_LANDUSE	RES-6		
SECTION_INDEX	07 34S 18E		
FLOOD_ZONE	X		
FLOODWAY	N		
FLOOD_MAP	0166E		
IMPACT_FEE_DIST	NW		
HISTORIC	URBAN-B		
HIST_NAME	NONE		
OVERLAYS	NONE		



3014 27th Court East

Ellenton Premium Outlets

Bradenton

Terra Cella

Rubonia

Memphis

Palmetto

Ellenton

275

41

19

683

75

19

301

75

683

301

64

Terra Cella Bay

Manatee River

Manatee River

Manatee River

Manatee River

