

RESOLUTION NO. R-26-109

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AUTHORIZING CONVEYANCE OF CERTAIN COUNTY REAL PROPERTY TO COMMUNITY ASSISTED AND SUPPORTED LIVING, INC., A FLORIDA NOT FOR PROFIT CORPORATION, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, FOR THE PURPOSES OF PROMOTING COMMUNITY INTEREST AND WELFARE BY PROVIDING HOUSING FOR ADULTS WITH DEVELOPMENTAL DIFFERENCES AND MENTAL HEALTH DIAGNOSIS AND RELATED SERVICES; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, §125.38, Florida Statutes, provides that the Board of County Commissioners of Manatee County, Florida (Board), is authorized to convey real property owned by Manatee County, a political subdivisions of the State of Florida (County), to a not for profit corporation organized for the purposes of promoting community interest and welfare when such property is not needed for County purposes, upon application to the Board, provided the Board is satisfied that such property is required for its intended use; and

WHEREAS, Community Assisted and Supported Living, Inc., a Florida not for profit corporation (CASL), made a request to the County for conveyance of the real property as described in **Exhibit A** (Property), attached hereto and by this reference incorporated herein; and

WHEREAS, CASL desires to acquire the Property to develop and/or use such properties to provide housing for adults with developmental differences and mental health diagnosis, and related services; and

WHEREAS, CASL is willing, among other things, to ensure that the Property will be used solely as housing for adults with developmental differences and mental health diagnosis, and other low-income households and to provide related services; and

WHEREAS, CASL will execute a Land Use Restriction Agreement (LURA), attached hereto as **Exhibit B** and incorporated herein by this reference, outlining and accepting certain restrictions for the Property's use; and

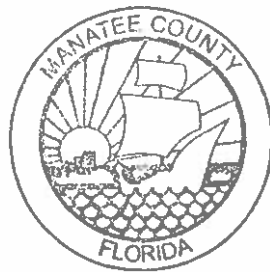
WHEREAS, CASL is willing to develop and use the Property housing for adults with developmental differences and mental health diagnosis and other low-income households and related services consistent with the LURA at its sole cost and expense and/or by utilizing third party financing from reputable construction/permanent lenders, if the County will convey such Property to CASL for \$10.00.

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

1. The recitals set forth above are hereby adopted as findings of this Board and are incorporated herein by reference.
2. The Board hereby finds and is satisfied that CASL is organized for the purposes of promoting community interest and welfare and desires the Property for public or community interest and welfare.
3. The Board hereby also finds and is satisfied that the Property is required by CASL for its intended use and is not needed for County purposes.
4. The Board determined that it is in the best interest of the County, its citizens, taxpayers and the community to convey the Property to CASL at a price of \$10.00.
5. The Board hereby, pursuant to Section 125.38, Florida Statutes, authorizes and approves conveyance of the Property to CASL for \$10.00.
6. The Chairperson or Vice Chairperson of the Board is hereby authorized to execute the LURA and a County Deed attached hereto as **Exhibit B** and **Exhibit C**, respectively, and incorporated herein by this reference.
7. Once fully executed, the County Administrator or his designee is hereby authorized to deliver and transmit the County Deed, and LURA to CASL and to take such further action as necessary and appropriate to proceed in accordance with conveying the Property and complying with the LURA's terms and conditions on the County's behalf.
8. The provisions of this Resolution shall supersede the provisions of any other rule, policy, or Resolution that conflicts with and cannot be harmonized or reconciled with the provisions of this Resolution.

9. If any section, sentence, clause, or other provision of this Resolution is held 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.
10. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED WITH A QUORUM PRESENT AND VOTING THIS 25TH DAY OF AUGUST 2026.



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

By: 
Chairperson

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

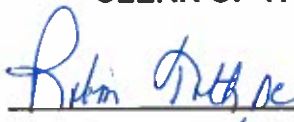
By: 
Deputy Clerk

EXHIBIT A

Legal Description and Sketch

“Exhibit A”
PROPERTY LEGAL DESCRIPTION

LEGAL DESCRIPTION: W1/2 OF SW1/4 OF NW1/4 OF NE1/4 LESS RD R/W OFF S PER OR 322/186 & OR 333/130; ALSO LESS 12603.28 SQ FT TO MAN CO FOR 9TH ST E R/W AS DESC IN OR 1011 P 1148; ALSO LESS RD R/W DESC AS FOLLOWS: COM AT SW COR OF NW1/4 OF NE1/4 SEC 24; TH N 00 DEG 06 MIN 10 SEC W, ALG W LN OF SD NW1/4 OF NE1/4, A DIST OF 28.08 FT TO A PT ON NLY R/W LN OF 63RD AVE E; TH N 89 DEG 53 MIN 00 SEC E, ALG SD NLY R/W LN, 21.88 FT TO POB; TH N 00 DEG 19 MIN 15 SEC W, 367.12 FT TO P.C. OF A CURVE CONCAVE TO SW HAVING A RADIUS OF 1723.35 FT & A C/A OF 8 DEG 37 MIN 35 SEC; TH NWLY ALG ARC OF SD CURVE A DIST OF 259.47 FT TO A PT ON W LN OF NW1/4 OF NE1/4; TH N 00 DEG 06 MIN 10 SEC W, 12.09 FT TO A PT ON N LN OF S1/2 OF NW1/4 OF NE1/4; TH E 9.22 FT TO A PT ON CURVE CONCAVE TO SW WITH A RADIUS OF 1734.35 FT & A C/A OF 8 DEG 58 MIN 25 SEC; TH SELY ALG ARC OF SD CURVE A DIST OF 271.63 FT; TH S 00 DEG 19 MIN 15 SEC E, 335.16 FT; TH S 45 DEG 13 MIN 08 SEC E, 32.58 FT; TH N 89 DEG 53 MIN 00 SEC E, 277.34 FT; TH S 00 DEG 09 MIN 26 SEC E, 9 FT TO PT ON NLY R/W OF 63RD AVE E; TH S 89 DEG 53 MIN 00 SEC W, ALG SD NLY R/W LN, 311.31 FT TO THE POB CONTAINING 9983.1411 SQ FT AS DESC IN OR 1185 P 2697 PRMCF. ALSO LESS R/W DESC IN O.R.1680/1034 AS: R/W PARCEL 118. COM AT A 1/2 IN IRON PIPE MARKING THE NE COR OF THE NE 1/4 OF SEC 24-35S-17E; TH N 89 DEG 38 MIN 48 SEC W ALG THE N LN OF THE NE 1/4 OF THE NE 1/4 OF SD SEC 24 FOR 1333.05 FT TO A 1/2 IN IRON ROD MARKING THE NW COR OF SD NE 1/4 OF THE NE 1/4, SD IRON ROD BEARING S 89 DEG 38 MIN 48 SEC E A DIST OF 1333.14 FT FROM THE NW COR OF SD NE 1/4; TH S 00 DEG 21 MIN 19 SEC W ALG THE E LN OF THE NW 1/4 OF THE NE 1/4 OF SD SEC 24 ACC TO THE PLAT OF THUNDER BAY (PB19/174), FOR 1329.28 FT TO A PK NAIL MARKING THE SE COR OF SD NW 1/4 OF THE NE 1/4, ACC TO SD PLAT OF THUNDER BAY; TH S00 DEG 21 MIN 44 SEC W FOR 4.42 FT TO A PT OF INTERSEC WITH THE SURVEY BASE LN OF 63RD AVE; TH ALG SD BASE LN FOR THE FOLL TWO (2) COURSES: (1) N 89 DEG 28 MIN 11 SEC W FOR 10.98 FT; (2) N 89 DEG 37 MIN 28 SEC W FOR 1290.24 FT; TH N 00 DEG 17 MIN 54 SEC E FOR 64.73 FT TO A PT OF INTERSEC WITH THE EXISTING ELY R/W LN OF 9TH ST E AS REC IN O.R. 1185/2697 AND THE POB; TH CONT N 00 DEG 17 MIN 54 SEC E ALG SD ELY R/W LN OF 9TH ST E FOR 3.08 FT; TH S 44 DEG 48 MIN 05 SEC E FOR 18.36 FT; TH S 88 DEG 35 MIN 59 SEC E FOR 271.46 FT; TH S 76 DEG 11 MIN 39 SEC E FOR 16.38 FT; TH S 00 DEG 27 MIN 43 SEC W FOR 5.14 FT TO A PT OF INTERSEC WITH THE EXISTING NLY R/W LN OF 63RD AVE AS REC IN O.R. 1185/2697; TH N 89 DEG 29 MIN 51 SEC W ALG SD EXISTING NLY R/W LN FOR 277.34 FT; TH N 44 DEG 34 MIN 56 SEC W FOR 32.57 FT TO A PT OF INTERSEC WITH THE AFOREMENTIONED EXISTING ELY R/W LN OF 9TH ST E AND THE POB PI#65602.0000/5

EXHIBIT B

Land Use Restriction Agreement

LAND USE RESTRICTION AGREEMENT
between
COMMUNITY ASSISTED AND SUPPORTED LIVING, INC.
and
MANATEE COUNTY
(907 AND 921 63RD AVENUE EAST)

THIS LAND USE RESTRICTION AGREEMENT (Agreement) is made and entered into by and between COMMUNITY ASSISTED AND SUPPORTED LIVING, INC., a Florida not for profit corporation, for itself and its successors, assigns, and agents (collectively, Owner), and MANATEE COUNTY, a political subdivision of the State of Florida (County).

RECITALS

WHEREAS, the Owner owns certain land described in Exhibit A, (Property) attached hereto and incorporated herein by reference; and

WHEREAS, in exchange for conveyance of the Property, the Owner has agreed to subject the Property to certain use restrictions, as set forth herein, which shall run with the land; and

WHEREAS, the Board of County Commissioners of Manatee County, Florida, is authorized under Section 125.38, Florida Statutes, to determine that County owned property is not needed for County purposes and could best be used to provide safe, affordable, and permanent supportive housing for adults with developmental differences and mental health diagnosis and other low-income households within Manatee County; and

WHEREAS, Section 125.38 further authorizes the Board to convey such property by private sale to a qualified not-for-profit organization that promotes the community interest and welfare through the provision of affordable housing, at a price determined by the Board whether nominal or otherwise, regardless of the actual value of such property; and

WHEREAS, Ordinance No. 05-30, codified as Section 2-17-1(e) of the Manatee County Code of Ordinances, authorizes the conveyance of certain County-owned property to a not-for-profit organization pursuant to Section 125.38, Florida Statutes, for the development of affordable housing and the subsequent conveyance of those units to qualified moderate-income or low-income households to serve the community interest and welfare; and

WHEREAS, the Owner has applied to the County for conveyance of the Property located at 907 63rd Avenue East, Bradenton, Florida 34203, so that the Owner may develop the Property for use to provide safe, affordable, and permanent supportive housing for adults with developmental differences and mental health diagnosis and other low-income households within Manatee County; and

WHEREAS, the County has agreed to convey the property located at 907 63rd Avenue East, Bradenton, Florida 34203; and

WHEREAS, the County acknowledges that Owner will lease via a long-term ground lease or otherwise transfer the Property to an affiliate of the Owner, subject to the approval of the affiliate by the County, who will construct, develop and operate an affordable housing complex on the Property (the “Project”) in accordance with the terms herein; and

WHEREAS, the County has treated the development of the Property as an affordable housing project within the meaning of such terms under the County’s Land Development Code (LDC), Chapter 2, Section 200, based upon Owner’s commitment to provide low-income housing for the purposes specified above as provided in this Agreement; and

WHEREAS, subject to compliance with this Agreement, the Project satisfies the eligibility requirements set forth in Resolution R-22-158 and Section 545.2 of the LDC to receive the affordable housing assistance authorized therein; and

WHEREAS, the Owner and the County wish to set forth their mutual rights and obligations relative to conveyance of the Property from County to Owner and eligible moderate-income and low-income housing incentives in exchange for Owner agreeing to certain restrictions regarding use of the Property for housing and in furtherance of other programs and services for adults with developmental differences and mental health diagnosis as more particularly described herein.

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

ARTICLE I

Definitions

Section 1.1 General. Whenever used in this Agreement, the following phrases, terms and words shall have the following meanings:

- (a) Agreement shall mean this Land Use Restriction Agreement.
- (b) Owner shall mean Community Assisted And Supported Living, Inc., a Florida not-for-profit corporation, and its successors, assigns, and agents.
- (c) County shall mean Manatee County, a political subdivision of the State of Florida.
- (d) Property shall mean the land described in Exhibit A of this Agreement.

- (e) Affordable Dwelling Unit shall mean a Dwelling Unit (as herein defined) that is Affordable (as herein defined).
- (f) Affordable shall have the same definition as affordable in Section 420.9071, Florida Statutes, as may be amended from time to time.
- (g) Dwelling Unit shall have the same definition as dwelling unit in Section 2-29-83 of the Manatee County Code of Ordinances, as may be amended from time to time.
- (h) Low-Income Household shall have the same definition as low-income household in Section 420.9071, Florida Statutes, as may be amended from time to time.
- (i) Moderate-Income Household shall have the same definition as moderate-income household in Section 420.9071, Florida Statutes, as may be amended from time to time.
- (j) Day shall mean a consecutive 24-hour period running from midnight to midnight (also known as a calendar day).

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

ARTICLE II

Use and Occupancy of the Property

Section 2.0 Conveyance. County shall convey the Property to Owner concurrently with the execution of this Agreement, unless otherwise agreed by the parties. Upon such conveyance, all required due diligence shall be deemed satisfied. Failure of the County to convey the Property to Owner in conjunction with the execution of this Agreement shall terminate Owner's obligations to develop or maintain a residential rental development as set forth herein.

Section 2.1 Housing and Services.

The Owner is partnering with the County and will be collaborating with for-profit and nonprofit organizations that specialize in serving the unique needs of the community. Together, they will develop innovative, environmentally responsible housing that is affordable and accessible, while incorporating permanent supportive services for adults with disabilities, low-income workers, individuals experiencing homelessness, and others with special needs. These coordinated housing and support services will help individuals and families achieve greater stability, independence, and long-term self-sufficiency, while contributing to stronger, more resilient communities. Owner shall develop and maintain the property as a residential rental development consistent with the Final Site Plan or any revised Final Site Plan, as approved by the County. To the extent applicable and permitted by state and federal law, units shall be rented exclusively to eligible citizens, in accordance with applicable state and local building standards for housing and other facilities for citizens, which may include without limitation any of the following: transitional housing,

supportive housing, permanent housing, tiny homes, comfort homes, County office space to provide supportive services, wrap-around services, case management, employment readiness, and other services for citizens.

Section 2.2. Resident Preference. Owner shall make best efforts to provide preference to residents of Manatee County in offering housing and services.

Section 2.3 Deadlines. The Owner shall (or shall cause its affiliate to) commence development of the Property for housing and other facilities within twelve (12) calendar months after the later of (a) the Effective Date of this Agreement or (b) issuance of a permit for site work after approval of a Final Site Plan pursuant to the LDC and Comprehensive Plan for the Project. Commencement of development shall include carrying out any building activity or the making of any material change in the use or appearance of any structure or land within the Property. Owner shall complete development, which shall be defined as the issuance of a certificate of occupancy, within thirty (30) calendar months after commencing development, subject to any applicable local, state or federal ordinance delaying development not in the control of Owner. Owner shall (or shall cause its affiliate to) commence offering housing and services within six (6) calendar months after development completion.

Section 2.4 Incentives. Provided Owner and the Project comply with the terms of this Agreement, the Owner shall be entitled to the Affordable Housing Incentives specified in Exhibit B and Section 545.2 of the LDC.

Section 2.5 Compliance. The Owner shall comply with all applicable requirements and standards of the County's Comprehensive Plan, the LDC, and the Florida Building Code, and shall maintain the Property in compliance with the aforementioned requirements.

Section 2.6 Non-Discrimination. The Owner agrees to comply with the Florida Fair Housing Act and the Federal Fair Housing Act and will not discriminate against any applicant, tenant, or buyer on the basis of race, creed, religion, color, sex, familial status, national origin or handicap in the use or occupancy of the Property.

Section 2.7 Maintenance. The Owner shall be responsible to maintain the Property in a condition which is consistent with the applicable laws, ordinances, rules, and regulations of all governmental bodies and their respective regulatory agencies having jurisdiction over the Property.

Section 2.8 Owners Services. Owner agrees to develop up to 260 Multifamily residential units. All units shall be occupied by or rented to households whose income at the time of initial occupancy is at or below 80% of the median annual income adjusted for family size for households within the metropolitan statistical area, the county, or the nonmetropolitan median for the state, whichever is greater ("Area Median Income" or "AMI"). Notwithstanding anything herein to the contrary, a deeper set aside (for households with incomes lower than as restricted herein) as a result

of other subsidies will not result in a default hereunder.

Section 2.9 Transfer of Ownership.

Owner shall not convey or transfer any portion of the Property without County's express written consent. Any such transfer must be to another nonprofit organization to provide Affordable Dwelling Units consistent with this Agreement. The County hereby acknowledges and agrees that Owner (or the affiliate owner entity), may convey, transfer and encumber the Property without the consent of the County with the following mortgages, easements, liens and covenants: (i) construction and permanent financing to construct, operate, and develop the Project, and any refinancing thereof, (ii) any regulatory agreement, land use restriction agreement, assignments liens, or pledges made in connection with such construction and permanent financing; (iv) utility, cable, or other similar liens, encumbrances, claims or easements that are customarily granted for the operation of similar projects or in the ordinary course of business of operating an apartment complex; (v) residential leases; and (vii) any such conveyance or transfer otherwise approved by the County in writing. Notwithstanding the foregoing, the County acknowledges and agrees that the Owner may lease or transfer the Property to an affiliate of the Owner, who will construct, operate, and develop the Project in accordance with the standard conventions of affordable housing financing set forth herein ("Affordable Housing Project Owner Transfer"). Upon such transfer, the County agrees to execute and deliver any amendments or modifications to this Agreement, if any, reasonably requested by Owner and its affiliate, needed to memorialize the Affordable Housing Project Owner Transfer.

Section 2.10 Covenants Run with the Property; Successors Bound. This Agreement and the covenants and conditions contained herein shall run with the Property and all rights and powers given to and obligations imposed upon the respective parties shall be construed as inuring to and binding upon their respective successors in interest. This Agreement shall be referenced in any deed or other instrument conveying any interest in the Property to any third-party during the term of this Agreement. Notwithstanding the foregoing, this Agreement shall automatically terminate and be of no force and effect after the Affordability Period (as defined in section 6.3), or in the event of involuntary noncompliance with this Agreement caused by change in a federal law or an action by a federal agency that prevents the County from enforcing the provisions hereof. Upon a termination of this Agreement, pursuant to the preceding sentence, the County and the Owner (or the affiliate of the Owner) will execute a recordable document further evidencing such termination.

ARTICLE III

Compliance

Section 3.1 Compliance Monitoring and Review. The County may conduct periodic monitoring/reviews to evaluate and verify compliance with this Agreement. During such monitoring/reviews, the County may audit the Owner's records to ensure compliance with the terms and conditions of this Agreement. Notwithstanding anything herein to the contrary, if the

Owner or its affiliate receives financing from Florida Housing Finance Corporation ("Florida Housing"), the County may rely on Florida Housing's compliance monitoring it performs for its low-income housing tax credit program, including, if applicable, the application of the next available unit rule under such program. Owner (or its affiliate) will provide County with all compliance monitoring reports and evidence of applicable cures after any violation.

Section 3.2 Compliance Costs and Expenses. 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 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, or such longer period if agreed to by the County in writing, after prior written notice identifying default of this Agreement and enforcement under this Section 4.1 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. Notwithstanding anything to the contrary contained herein, the County agrees that any cure of any default made or tendered by Owner's (or the Owner's affiliate entity's) tax credit investor partner ("Investor") shall be deemed to be a cure by Owner (or the Owner's affiliate) and shall be accepted or rejected on the same basis as if made or tendered by Owner (or Owner's affiliate).

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 federal, state, and local 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 contract between Owner and any third party; and
- (b) Will not conflict with any instrument that creates or establishes 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.

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 against Owner, 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, 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 Owner, 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; Duration; Survivability

Section 6.1 Recordation. This Agreement shall be recorded in the Official Records of Manatee County, Florida, by the Owner at its sole expense after the Effective Date. Owner shall furnish proof of recording to County within twenty (20) days after the Effective Date.

Section 6.2 Effective Date. This Agreement shall become effective upon execution by both parties hereto and the Effective Date shall be the date when the last party signed.

Section 6.3 Duration. For the purposes of this Agreement and the restrictions provided herein, the affordability period shall commence following issuance of a Certificate of Occupancy and shall

continue and remain in full force and effect for a period of thirty (30) years after issuance of the Certificate of Occupancy ("Affordability Period"); unless the Agreement is terminated, cancelled, rescinded or discharged by the parties.

ARTICLE VII
Miscellaneous Provisions

Section 7.1 Amendment. This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein or by a written instrument executed by all parties and approved by the County's Board of County Commissioners.

Section 7.2 Notice. All notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing and sent by certified mail, return receipt requested, and addressed as follows (or to such different recipient or address previously designated by the respective party in accordance with this section):

IF TO COUNTY:

**Manatee County Government
Attention: County Administrator
1112 Manatee Avenue West, Suite 902
Bradenton, FL 34205**

WITH A COPY TO:

**Manatee County Government
Attention: County Attorney
Office of the County Attorney
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205**

and

**Manatee County Government
Attention: Director of Development Services
Development Services Department
Post Office Box 1000
Bradenton, FL 34206**

IF TO OWNER:

**Community Assisted and Supported Living, Inc.
Attention: Julian Eller, Chief Executive Officer
2911 Fruitville Road**

Sarasota, Florida 34237

WITH A COPY TO

**Blue Sky Communities LLC
Attention: Scott Macdonald, Principal
180 Fountain Parkway North, Suite 100
St. Petersburg, Florida 33716**

and

**Nelson, Mullins, Riley, & Scarborough, LLP
Attention: Randy Alligood, Esq.
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801**

Section 7.3 Input and Interpretation; Headings. Both parties have played an equal and reciprocal part in the drafting of this Agreement and have been represented by counsel in negotiating this Agreement's terms 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. The headings contained in this Agreement are for convenience and reference and shall not affect the interpretation or meaning of this Agreement.

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, if any, 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.

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 Property conveyed by the County has been provided solely to serve the public purpose of providing housing and services for adults with developmental differences and mental health diagnoses to the community, and that the County assumes no responsibility to assure the financial feasibility or success of the Owner's development or projects. Owner acknowledges that it has entered into this Agreement and committed to develop the Property consistent with this Agreement based upon its independent business judgment and experience and its independent assumption of risk and responsibility for the financial feasibility and success of its development and projects.

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, epidemic, pandemic, or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

Section 7.11 Anti-Human Trafficking. Owner shall provide County with a sworn affidavit ("Anti-Human Trafficking Affidavit") signed by an officer or a representative of Owner under penalty of perjury attesting that Owner does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. The Anti-Human Trafficking Affidavit must be provided to County on or before the Effective Date of the Agreement and upon any assignment,

conveyance or transfer by the Owner to a successor, assignee or affiliate. The Agreement shall not be effective unless and until County receives the Anti-Human Trafficking Affidavit. The obligation to furnish and comply with providing an Anti-Human Trafficking Affidavit extends to all successors, assigns, and affiliates contemplated herein.

Section 7.12. No Development Rights Conferred. Nothing herein shall be construed or deemed as giving approval for any development of the Property or any property. Nothing contained in this Agreement shall (a) create any development rights in favor of Owner; (b) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (c) authorize, permit, or otherwise allow any construction and/or development of or on the Property unless separately approved by the Manatee County Board of County Commissioners pursuant to County Ordinances and the LDC. All land use authorizations, development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the LCD, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto. Owner must apply for and receive all required land use approvals and federal, state, and local permits required, if any, to use the Property in accordance with this Agreement. This Agreement does not obligate the County to issue any permits to Owner and does not relieve Owner of the necessity to comply with the applicable law, procedural and substantive, governing said permitting requirements.

Section 7.13 Time of the Essence. Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of seven (7) days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to five (5) P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term “day” as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day). The term “business day” as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight except for Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America.

IN WITNESS WHEREOF, the Owner and the County have entered into this Agreement, as of the dates set forth below.

Signatures and acknowledgments follow on next pages.

Signed, sealed and delivered in the presence of two witnesses as required by law.

First Witness Signature

First Witness Printed Name

Address: _____

Second Witness Signature

Second Witness Printed Name

Address: _____

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, the foregoing instrument was acknowledged by means of

- ☐ physical presence or
☐ online notarization

this _____ day of _____, 2026, by Julian Eller as Chief Executive Officer of
COMMUNITY ASSISTED AND SUPPORTED LIVING, INC., a Florida not for profit
corporation, on behalf of the corporation, who

- ☐ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF
SECTION 117.05, FLORIDA STATUTES]

Signature of Notary Public

My Commission Expires: _____

Print name of Notary Public and affix seal

COUNTY:

**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”
PROPERTY LEGAL DESCRIPTION

LEGAL DESCRIPTION: W1/2 OF SW1/4 OF NW1/4 OF NE1/4 LESS RD R/W OFF S PER OR 322/186 & OR 333/130; ALSO LESS 12603.28 SQ FT TO MAN CO FOR 9TH ST E R/W AS DESC IN OR 1011 P 1148; ALSO LESS RD R/W DESC AS FOLLOWS: COM AT SW COR OF NW1/4 OF NE1/4 SEC 24; TH N 00 DEG 06 MIN 10 SEC W, ALG W LN OF SD NW1/4 OF NE1/4, A DIST OF 28.08 FT TO A PT ON NLY R/W LN OF 63RD AVE E; TH N 89 DEG 53 MIN 00 SEC E, ALG SD NLY R/W LN, 21.88 FT TO POB; TH N 00 DEG 19 MIN 15 SEC W, 367.12 FT TO P.C. OF A CURVE CONCAVE TO SW HAVING A RADIUS OF 1723.35 FT & A C/A OF 8 DEG 37 MIN 35 SEC; TH NWLY ALG ARC OF SD CURVE A DIST OF 259.47 FT TO A PT ON W LN OF NW1/4 OF NE1/4; TH N 00 DEG 06 MIN 10 SEC W, 12.09 FT TO A PT ON N LN OF S1/2 OF NW1/4 OF NE1/4; TH E 9.22 FT TO A PT ON CURVE CONCAVE TO SW WITH A RADIUS OF 1734.35 FT & A C/A OF 8 DEG 58 MIN 25 SEC; TH SELY ALG ARC OF SD CURVE A DIST OF 271.63 FT; TH S 00 DEG 19 MIN 15 SEC E, 335.16 FT; TH S 45 DEG 13 MIN 08 SEC E, 32.58 FT; TH N 89 DEG 53 MIN 00 SEC E, 277.34 FT; TH S 00 DEG 09 MIN 26 SEC E, 9 FT TO PT ON NLY R/W OF 63RD AVE E; TH S 89 DEG 53 MIN 00 SEC W, ALG SD NLY R/W LN, 311.31 FT TO THE POB CONTAINING 9983.1411 SQ FT AS DESC IN OR 1185 P 2697 PRMCF. ALSO LESS R/W DESC IN O.R.1680/1034 AS: R/W PARCEL 118. COM AT A 1/2 IN IRON PIPE MARKING THE NE COR OF THE NE 1/4 OF SEC 24-35S-17E; TH N 89 DEG 38 MIN 48 SEC W ALG THE N LN OF THE NE 1/4 OF THE NE 1/4 OF SD SEC 24 FOR 1333.05 FT TO A 1/2 IN IRON ROD MARKING THE NW COR OF SD NE 1/4 OF THE NE 1/4, SD IRON ROD BEARING S 89 DEG 38 MIN 48 SEC E A DIST OF 1333.14 FT FROM THE NW COR OF SD NE 1/4; TH S 00 DEG 21 MIN 19 SEC W ALG THE E LN OF THE NW 1/4 OF THE NE 1/4 OF SD SEC 24 ACC TO THE PLAT OF THUNDER BAY (PB19/174), FOR 1329.28 FT TO A PK NAIL MARKING THE SE COR OF SD NW 1/4 OF THE NE 1/4, ACC TO SD PLAT OF THUNDER BAY; TH S00 DEG 21 MIN 44 SEC W FOR 4.42 FT TO A PT OF INTERSEC WITH THE SURVEY BASE LN OF 63RD AVE; TH ALG SD BASE LN FOR THE FOLL TWO (2) COURSES: (1) N 89 DEG 28 MIN 11 SEC W FOR 10.98 FT; (2) N 89 DEG 37 MIN 28 SEC W FOR 1290.24 FT; TH N 00 DEG 17 MIN 54 SEC E FOR 64.73 FT TO A PT OF INTERSEC WITH THE EXISTING ELY R/W LN OF 9TH ST E AS REC IN O.R. 1185/2697 AND THE POB; TH CONT N 00 DEG 17 MIN 54 SEC E ALG SD ELY R/W LN OF 9TH ST E FOR 3.08 FT; TH S 44 DEG 48 MIN 05 SEC E FOR 18.36 FT; TH S 88 DEG 35 MIN 59 SEC E FOR 271.46 FT; TH S 76 DEG 11 MIN 39 SEC E FOR 16.38 FT; TH S 00 DEG 27 MIN 43 SEC W FOR 5.14 FT TO A PT OF INTERSEC WITH THE EXISTING NLY R/W LN OF 63RD AVE AS REC IN O.R. 1185/2697; TH N 89 DEG 29 MIN 51 SEC W ALG SD EXISTING NLY R/W LN FOR 277.34 FT; TH N 44 DEG 34 MIN 56 SEC W FOR 32.57 FT TO A PT OF INTERSEC WITH THE AFOREMENTIONED EXISTING ELY R/W LN OF 9TH ST E AND THE POB PI#65602.0000/5

EXHIBIT C

County Deed

THIS INSTRUMENT PREPARED BY:

Caitlyn DeLoach, Senior Property Specialist
On behalf of Peter Morrow, Property Acquisition Division Manager
Manatee County Property Management Department
9000 Town Center Parkway
Lakewood Ranch, Florida 34202

PROJECT NAME: CASL – Western Parcel
PID NO: 6560200005

SPACE ABOVE THIS LINE FOR RECORDING DATA

COUNTY DEED

(Pursuant to Section 125.411 Florida Statutes)

THIS COUNTY DEED is made by **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, party of the first part, (hereinafter **Grantor**), and delivered to **COMMUNITY ASSISTED AND SUPPORTED LIVING, INC.**, a Florida not for profit corporation, whose mailing address is 2911 Fruitville Road, Sarasota, Florida 34237, party of the second part, (hereinafter **Grantee**).

WITNESSETH that Grantor, for and in consideration of the sum of **TEN AND 00/100 DOLLARS (\$10.00)** to it in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, his or her heirs and assigns forever, the following described land lying and being in Manatee County, Florida (**Property**):

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

FURTHER, this conveyance is given and made subject to the following conditions, exceptions, limitations, reservations, restrictions, and terms:

1. **RECORDING.** Upon delivery of this Deed by Grantor to Grantee and acceptance of same by Grantee, Grantee shall record this Deed in the Public Records of Manatee County, Florida, at Grantee's sole cost and expense.
2. **LIMITATIONS.** This Deed conveys only the interest of the Grantor and its Board of County Commissioners in the land described in Exhibit A and is made without any warranty of title or any representation or statement of facts concerning title.
3. **LAND USE RESTRICTION AGREEMENT.** This Deed is subject to the restrictions set forth in the Land Use Restriction Agreement (LURA) executed by Grantor and Grantee and contemporaneously recorded with this Deed in the Public Records of Manatee County, Florida, the provisions of which are hereby incorporated herein by reference.

4. **REVERTER.** This Property is being transferred to a nonprofit/not for profit corporation for the purpose of providing safe, affordable, and permanent supportive housing for adults with developmental differences and mental health diagnosis and other low-income households. In the event that the Property ceases to be used as housing for adults with developmental differences and mental health diagnosis and other low-income households or fails to follow the restrictions contained in the LURA, fee title may revert to Grantor, and Grantor may reenter and take possession of the Property. Notwithstanding the foregoing, no reversion shall occur unless Grantor provides notice of intent to exercise its right for reversion and until Grantee or its successor, lenders, investors and partners have exhausted all opportunities to cure such circumstance that has given rise to such notice.

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

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

GRANTOR:

BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

“Exhibit A”
PROPERTY LEGAL DESCRIPTION

LEGAL DESCRIPTION: W1/2 OF SW1/4 OF NW1/4 OF NE1/4 LESS RD R/W OFF S PER OR 322/186 & OR 333/130; ALSO LESS 12603.28 SQ FT TO MAN CO FOR 9TH ST E R/W AS DESC IN OR 1011 P 1148; ALSO LESS RD R/W DESC AS FOLLOWS: COM AT SW COR OF NW1/4 OF NE1/4 SEC 24; TH N 00 DEG 06 MIN 10 SEC W, ALG W LN OF SD NW1/4 OF NE1/4, A DIST OF 28.08 FT TO A PT ON NLY R/W LN OF 63RD AVE E; TH N 89 DEG 53 MIN 00 SEC E, ALG SD NLY R/W LN, 21.88 FT TO POB; TH N 00 DEG 19 MIN 15 SEC W, 367.12 FT TO P.C. OF A CURVE CONCAVE TO SW HAVING A RADIUS OF 1723.35 FT & A C/A OF 8 DEG 37 MIN 35 SEC; TH NWLY ALG ARC OF SD CURVE A DIST OF 259.47 FT TO A PT ON W LN OF NW1/4 OF NE1/4; TH N 00 DEG 06 MIN 10 SEC W, 12.09 FT TO A PT ON N LN OF S1/2 OF NW1/4 OF NE1/4; TH E 9.22 FT TO A PT ON CURVE CONCAVE TO SW WITH A RADIUS OF 1734.35 FT & A C/A OF 8 DEG 58 MIN 25 SEC; TH SELY ALG ARC OF SD CURVE A DIST OF 271.63 FT; TH S 00 DEG 19 MIN 15 SEC E, 335.16 FT; TH S 45 DEG 13 MIN 08 SEC E, 32.58 FT; TH N 89 DEG 53 MIN 00 SEC E, 277.34 FT; TH S 00 DEG 09 MIN 26 SEC E, 9 FT TO PT ON NLY R/W OF 63RD AVE E; TH S 89 DEG 53 MIN 00 SEC W, ALG SD NLY R/W LN, 311.31 FT TO THE POB CONTAINING 9983.1411 SQ FT AS DESC IN OR 1185 P 2697 PRMCF. ALSO LESS R/W DESC IN O.R.1680/1034 AS: R/W PARCEL 118. COM AT A 1/2 IN IRON PIPE MARKING THE NE COR OF THE NE 1/4 OF SEC 24-35S-17E; TH N 89 DEG 38 MIN 48 SEC W ALG THE N LN OF THE NE 1/4 OF THE NE 1/4 OF SD SEC 24 FOR 1333.05 FT TO A 1/2 IN IRON ROD MARKING THE NW COR OF SD NE 1/4 OF THE NE 1/4, SD IRON ROD BEARING S 89 DEG 38 MIN 48 SEC E A DIST OF 1333.14 FT FROM THE NW COR OF SD NE 1/4; TH S 00 DEG 21 MIN 19 SEC W ALG THE E LN OF THE NW 1/4 OF THE NE 1/4 OF SD SEC 24 ACC TO THE PLAT OF THUNDER BAY (PB19/174), FOR 1329.28 FT TO A PK NAIL MARKING THE SE COR OF SD NW 1/4 OF THE NE 1/4, ACC TO SD PLAT OF THUNDER BAY; TH S00 DEG 21 MIN 44 SEC W FOR 4.42 FT TO A PT OF INTERSEC WITH THE SURVEY BASE LN OF 63RD AVE; TH ALG SD BASE LN FOR THE FOLL TWO (2) COURSES: (1) N 89 DEG 28 MIN 11 SEC W FOR 10.98 FT; (2) N 89 DEG 37 MIN 28 SEC W FOR 1290.24 FT; TH N 00 DEG 17 MIN 54 SEC E FOR 64.73 FT TO A PT OF INTERSEC WITH THE EXISTING ELY R/W LN OF 9TH ST E AS REC IN O.R. 1185/2697 AND THE POB; TH CONT N 00 DEG 17 MIN 54 SEC E ALG SD ELY R/W LN OF 9TH ST E FOR 3.08 FT; TH S 44 DEG 48 MIN 05 SEC E FOR 18.36 FT; TH S 88 DEG 35 MIN 59 SEC E FOR 271.46 FT; TH S 76 DEG 11 MIN 39 SEC E FOR 16.38 FT; TH S 00 DEG 27 MIN 43 SEC W FOR 5.14 FT TO A PT OF INTERSEC WITH THE EXISTING NLY R/W LN OF 63RD AVE AS REC IN O.R. 1185/2697; TH N 89 DEG 29 MIN 51 SEC W ALG SD EXISTING NLY R/W LN FOR 277.34 FT; TH N 44 DEG 34 MIN 56 SEC W FOR 32.57 FT TO A PT OF INTERSEC WITH THE AFOREMENTIONED EXISTING ELY R/W LN OF 9TH ST E AND THE POB PI#65602.0000/5