

*This instrument prepared
by/return to:
Community Redevelopment Agency
City of Pinellas Park
6051 78th Avenue North
Pinellas Park, Florida 33781*

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, Executed this _____ day of _____, A.D. 2021, by **THE PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY**, a Dependent Special District, first party, whose post office address is 5141 78th Avenue, Pinellas Park, FL 33781, to **HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC.**, whose post office address is 13355 49th Street North, Suite B, Clearwater, FL 33762, second party:

(Whenever used herein, the terms “first party” and “second party” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said first party, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) in hand paid by said second party, the receipt of which is hereby acknowledged, does hereby remise, release and quit claim to the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in Pinellas County, Florida, to wit:

SUNILAND NO. 4 LOT 257, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 012, PAGE 097, OF THE PUBLIC RECORDS OF PINELLAS COUNTY FLORIDA; ALSO KNOWN AS PARCEL NO. 28-30-16-86724-000-2570.

Subject to the easements, restrictions and reservations of record and taxes for the year 2021 and all subsequent years.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of: **PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY**

Print: _____ **KETH SABIEL, CHAIRPERSON**

Print: _____

State of Florida
County of Pinellas

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2021, by KEITH SABIEL, as Chairperson of the PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Notary Public

Name printed, typed or stamped
My Commission Expires: _____

LAND USE RESTRICTION AGREEMENT

THIS LAND USE RESTRICTION AGREEMENT (hereinafter known as "AGREEMENT") is entered into as of the _____ day of _____, 202__ (Effective Date), between the Pinellas Park Community Redevelopment Agency, a Dependent Special District, and the City of Pinellas Park, a Florida municipal corporation (collectively referred to herein as 'CITY'), whose mailing address is P. O. Box 1100 Pinellas Park, FL 33780, and Habitat for Humanity of Pinellas County, Inc., having its principal office at 13355 49th Street North, Clearwater, Florida 33762, a not for profit corporation organized under the laws of the State of Florida, including its successors, assigns, and transferees (AGENCY).

WITNESSETH.

WHEREAS, on the _____ day of _____, 202__, the CITY donated real property (Property) to the Agency to construct affordable homeownership housing in the Suniland subdivision located in the County of Pinellas, State of Florida; and

WHEREAS, in consideration of the Property donated to AGENCY, AGENCY covenants, and agrees that in connection with the acquisition and/or construction, rehabilitation and ownership of the Property, AGENCY will comply, and will require any subsequent purchasers of the Property to comply with the following covenants and restrictions on the use of Property; and

WHEREAS, as a condition of receipt of the Property, AGENCY agrees to enter into a land use restriction agreement; and

NOW THEREFORE, the parties hereto agree as follows

1. **Recitals:** The foregoing recitals are true and correct and are incorporated herein.
2. **Property:** The Property subject to the AGREEMENT is known as:

LEGAL DESCRIPTION

Suniland number 4, lot 257; according to plat thereof recorded in Plat Book 012, Page 097, Public Records of Pinellas County FL; also known as Parcel Number 28-30-16-86724-000-2570 and as depicted in Exhibit A (sketch of area), which is attached hereto and made a part hereof.

3. **Eligibility Period.** For the purpose of this Agreement, the Eligibility Period shall be five (5) years. The Eligibility Period shall commence on the day that the Property is conveyed by AGENCY to eligible homebuyer and end on the last day of the year, five (5) years thereafter.
4. **Homebuyer Rules:** AGENCY shall have an exclusive eligibility period designated for any employee of the CITY to apply for the homeownership program for a period of no less than six (6) months after the execution of this agreement. During the exclusive eligibility period AGENCY will make any and all best efforts to market the homeownership program to employees of the CITY, accept applications and qualify potential program participants. IF, no qualified applicants from the CITY are identified during the eligibility period, then the AGENCY shall proceed with matching the property with another qualified applicant who may not be a CITY employee. Buyers must occupy the unit as their primary residence. Buyers shall not be permitted to rent or lease the units at any time during the Eligibility Period; exceptions can be made for active duty military families. These requirements apply to the initial unit sale as well as future resales for the duration of the

Eligibility Period; therefore, the AGENCY shall assure that all initial buyers sign a Land Use Restriction Agreement (LURA), Affidavit, Mortgage with right to repurchase. Such Agreement shall be submitted to the CITY or its designee for approval; prior to the sale of the subject unit. Agency shall determine all other homebuyer qualifications as determined by AGENCY processes and procedures.

5. **Sale:** Upon the initial sale of the unit the AGENCY, at AGENCY'S sole expense, shall have properly filed and recorded in the official public records of Pinellas County, a Land Use Restriction Agreement (LURA), Affidavit, Mortgage with right to purchase or other AGENCY-approved restriction for that unit which shall include restrictions upon the use, sale and resale of the unit for the duration of the Eligibility Period, subject to and in accordance with the covenants and terms contained herein.
6. **Nondiscrimination:** Neither the AGENCY nor its appointees or assigns shall discriminate, as defined by state or federal statute, or by local ordinance, on the basis of race, color, age, sexual orientation, familial status, disability, religion, or national origin in the selection of prospective homeowners or in connection with the employment or application for employment of persons for the construction of the Property.
7. **Liens. Charges. Taxes and Assessments:** During the Eligibility Period, AGENCY or its successors or assigns will promptly pay, and will require any subsequent purchasers of the Property to promptly pay all taxes, assessments, charges, fines, and impositions attributable to the Property, including all improvements thereto, including mechanics liens, homeowner association or community association dues, fees and assessments, if any. Non-payment of charges described in this paragraph will constitute a default of this AGREEMENT.
8. **Development Conditions:** AGENCY must construct a residential single-family detached house, which must be built in accordance with all applicable building, land use and zoning regulations. Houses must meet the following minimum size and design requirements; built to per AGENCY policy for household and home size.

CITY is to be included in the construction of the house by utilization of vocational program students who are currently enrolled in programs such as Building Construction, Plumbing Technology, Electricity, etc. and by utilization of CITY employees volunteering during non-work hours.

9. **Assurance of Public Purpose:** AGENCY must obtain building permits and commence construction, including on-site construction activities within two (2) years of the date of the deed (closing date) conveying Property from CITY to AGENCY. AGENCY may be granted an extension of time for good cause at the sole discretion and with the written

consent of CITY. AGENCY must complete construction including obtaining a certificate of occupancy (CO) within three (3) years of the closing date.

10. **Default(s):** Should AGENCY materially default on the terms and conditions incorporated herein before the Property is conveyed to an income-eligible buyer, CITY agrees that the Property shall revert to the CITY in fee simple real estate. Upon such reversion, AGENCY shall be responsible to satisfy any and all liens placed on the Property or improvements as a result of AGENCY's actions or direction at AGENCY'S sole cost and expense. The AGENCY further agrees that in the event of a default and reversion to CITY, AGENCY will provide a deed to CITY to codify the same. AGENCY shall be liable for all costs and expenses incurred by CITY enforcing its reversionary rights, including the satisfaction of any and all liens.
11. **Remedies:** If the AGENCY shall fail to observe or perform any covenant, condition or agreement contained herein on its part to be observed or performed, then and in such event, the CITY shall be entitled, in addition to all other remedies provided by law or in equity:
 - a. To compel specific performances by the AGENCY of its obligations under this Agreement, it being recognized that the beneficiaries of AGENCY'S obligations hereunder cannot be adequately compensated by monetary damages in the event of AGENCY'S default; and
 - b. To rescind, or discontinue any and all incentives, either regulatory and/or financial, provided to AGENCY.
12. **Notice:** Except for any notice required under applicable law to be given in another manner, (a) any notice to the AGENCY provided for in the Agreement shall be given by mailing such notice by certified mail to the AGENCY address stated herein, or at such other address as the AGENCY may designate by notice to the CITY as provided herein, and (b) any notice to the CITY shall be given by certified mail, return receipt requested, to the CITY'S address stated herein, with a copy to the Prepared of this instrument, or to such other address as the CITY may designate by notice to the AGENCY as provided herein. Any notice provided for in the Agreement shall be deemed to have been given to the AGENCY or CITY when given in the manner designated herein.
13. **Condemnation:** If, during the Eligibility Period, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to CITY to cover the sums CITY paid to acquire the Property, in such proportion as is equal to the portion of the Property taken. In the event of a total taking of the Property, the proceeds shall be assigned to the CITY to cover the sums CITY paid to acquire the Property, with excess, if any, paid to the Property owner at the time of the taking.
14. **Successors and Assigns:** THIS AGREEMENT shall be properly filed and recorded by the CITY in the official public records of Pinellas County, Florida and shall constitute a restriction upon the use at the Property and shall run with the land and shall bind, and the benefits shall inure, to the AGENCY; its successors, assigns, and all subsequent owners of the Property or any interest therein, commencing on the Effective Date and continuing through the end of the Eligibility Period. The AGENCY shall expressly reference the conditions and covenants of this Agreement on any deed or other instrument conveying ownership interest in the Property.

15. **No Conflict with Other Documents:** The AGENCY warrants that it has not, and will not, execute any other Contract or agreement with provisions contradictory to, or in opposition to the provisions hereof, and that in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.
16. **Severability.** Should any section or any part of any section of this Agreement be rendered void, Invalid or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.
17. **Enforcement of Terms:** The benefits of this Agreement shall inure to, and may be enforced by the CITY for the full duration of the Eligibility Period.

(Signature Page to Follow)

In Witness Whereof, the undersigned have hereunto caused these presents to be executed the day and below written.

Attest:

THE CITY OF PINELLAS PARK, FL

By: _____

Diane M. Corna, City Clerk

Sandra Bradbury, Mayor

Approved as to Form:

PINELLAS PARK COMMUNITY
REDEVELOPMENT AGENCY

By: _____

Keith Sabiel, CRA Chairperson

By: _____

James Denhardt, City Attorney

Attest:

HABITAT FOR HUMANITY OF
PINELLAS COUNTY, INC.

By: [Signature]

Witness

Keila Martio

[Signature]
President and CEO

Print or Type Name

Date: 12/20/2021

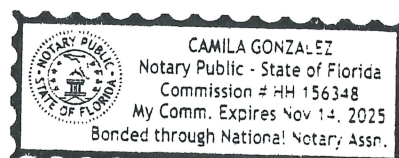
Notary Acknowledgement

State of Florida

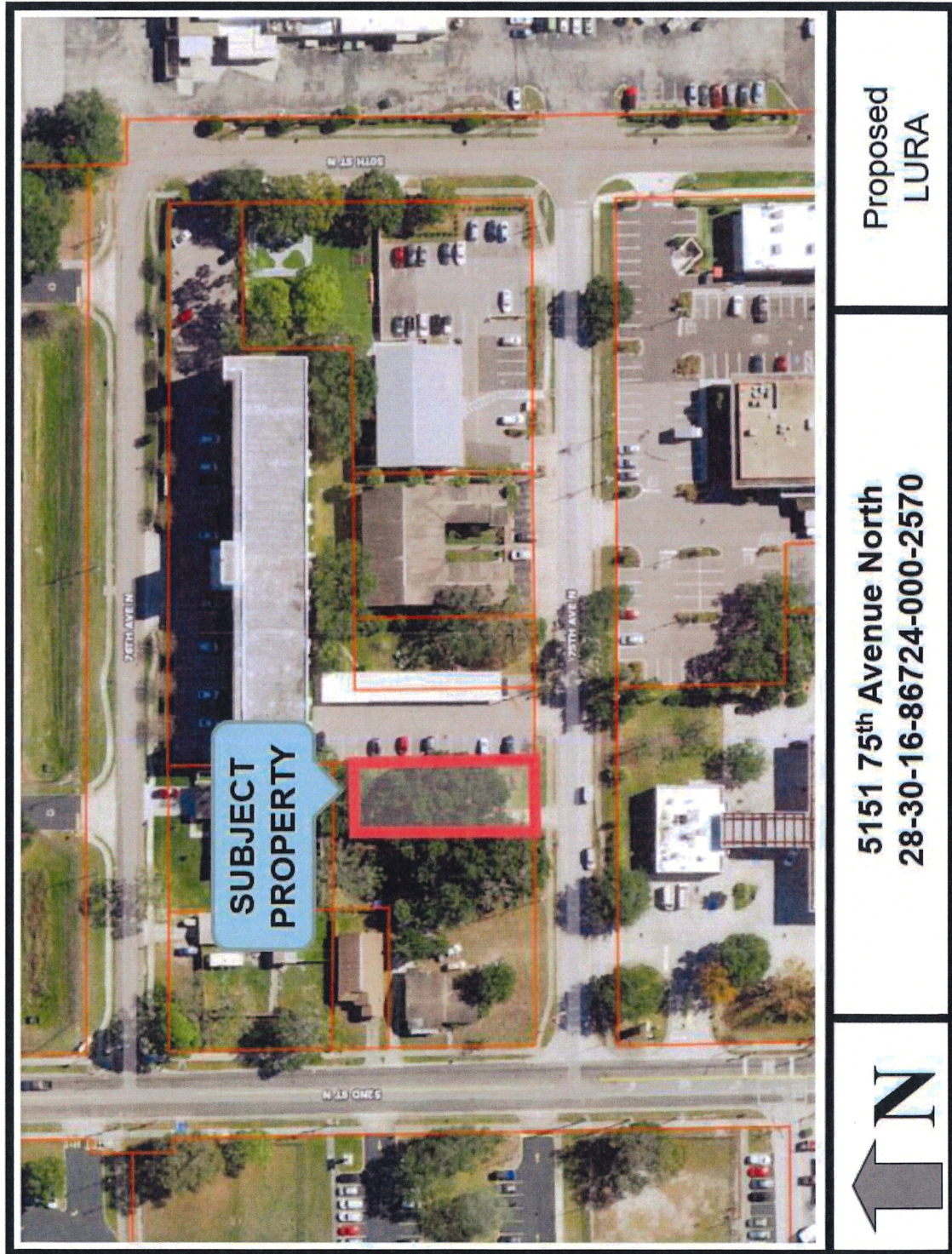
County of Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 20th day of December, 2021, by HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC., MICHAEL SUTTON, its President and CEO, who is/are personally known to me or who has/have produced _____ as identification.

[Notary Seal]



Camila Gonzalez
Notary Public
Camila Gonzalez
Name printed, typed or stamped
My Commission Expires: NOV. 14. 2021

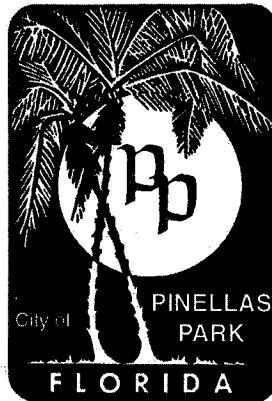


5151 75th Avenue North
28-30-16-86724-000-2570

Proposed
LURA

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

November 18, 2021

Ms. Amanda Conte
CRA Manager
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #21-297
Quit Claim Deed to Habitat for Humanity - 5151 75th Avenue

Dear Ms. Conte:

We have received and reviewed the above-referenced Quit Claim Deed and updated Land Use Restriction Agreement with Habitat for Humanity of Pinellas County, Inc. Our office has updated and reformatted the Quit Claim Deed, which is attached to this correspondence. As to the Land Use Restriction Agreement, our office would approve of the revised Agreement as to form and correctness.

If you have any questions, please do not hesitate to contact our office.

Very truly yours,

Lauren C. Rubenstein
Assistant City Attorney

Attachment

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Bart Diebold, Assistant City Manager
Lisa Hendrickson, Assistant City Manager
Ben Ziskal, Community Development Administrator
Nick Colonna, Planning & Development Services Director

LCR/dh

21-297.11182021.LAC.5155 75th Avenue QCD to Habitat for Humanity.wpd



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