

THIS INSTRUMENT WAS PREPARED BY,
AND AFTER RECORDING RETURN TO:

Charlotte County Department of Human Services
Housing Division
21500 Gibraltar Drive
Port Charlotte, FL 33952

**AMENDMENT #3 TO
LAND USE RESTRICTION AGREEMENT
BETWEEN CHARLOTTE COUNTY
and
PEACE RIVER COMMUNITY HOUSING PARTNERS, INC.
for
Development and Preservation of County Conveyed Property**

THIS AMENDMENT #3 to the Land Use Restriction Agreement is made by and between Charlotte County, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (hereinafter the "County") and Peace River Community Housing Partners, Inc., 21500 Gibraltar Drive, Port Charlotte, Florida 33952 (hereinafter the "Developer").

RECITALS:

WHEREAS, on September 8, 2020, the County adopted Resolution 2020-127, authorizing the Real Estate Services Manager or his designee or the County Attorney or her designee to execute a County deed conveying ownership of 6296 Scott Street, Punta Gorda, Florida 33950 ("Villas on Scott Street"), subject to a Land Use Restriction Agreements (hereinafter "LURA") to Developer; and

WHEREAS, pursuant to the terms of the LURA, the Developer obligated itself to commence development of the subject property within twenty-four (24) months and obtain a Certificate of Occupancy within thirty-six (36) months of the date of execution of the LURA; and

WHEREAS, on September 12, 2023, the County adopted Resolution 2023-159 authorizing Amendment #1 to the LURA affording the Developer an additional eighteen (18) months, or until March 9, 2025, to obtain a Certificate of Occupancy due to development delays directly attributable to COVID-19 and Hurricane Ian; and

WHEREAS, on March 25, 2025, the County adopted Resolution 2025-075 authorizing Amendment #2 to the LURA, attached hereto and incorporated herein as **Exhibit A**, affording the Developer an additional eighteen (18) months, or until March 9, 2025, to obtain a Certificate of Occupancy due to development delays directly attributable to COVID-19 and Hurricane Ian; and

WHEREAS, since the execution of Amendment #2 to the LURA, land use considerations relating to planning, engineering, and funding of the sewer expansion has further delayed development of the parcel; and

WHEREAS, the Developer requests an additional extension to allow additional time to complete the development of the parcel and obtain requisite Certificates of Occupancy; and

WHEREAS, granting the extension serves a public purpose and is in the best interest of County citizens.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises and covenants hereinafter set forth, the County and the Developer agree to further amend the LURA as follows.

Section 1. Recitals. The recitals set forth above are true and correct and incorporated herein by reference and made part of this LURA.

Section 2. Developer Performance. The Developer shall obtain all Certificates of Occupancy (“COs”) for the Project on/before December 31, 2026. Upon issuance of the permits, the Developer must diligently pursue construction. Failure to obtain COs within the foregoing time frame or allowing permit(s) to expire shall be considered a violation of this Amendment #3 and shall be considered a Default.

Section 3. Conflicting Provisions. All other provisions of Amendment #2, not in conflict with Amendment #3, shall remain in full force and effect.

Exhibits:

Exhibit A –Amendment #2

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in Charlotte County, Florida, for the purpose herein expressed, the day and year signed by the County.

ATTEST:

Roger D. Eaton, Clerk of Circuit
Court and Ex-officio Clerk of the
Board of County Commissioners

By: _____
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA**

By: _____
Joseph M. Tiseo, Chairman

Date: July 28, 2026

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

By:  _____
Thomas M. David, County Attorney
LR26-0599 

IN WITNESS WHEREOF:

**Signed, sealed and delivered in the
presence of:**

**PEACE RIVER COMMUNITY HOUSING
PARTNERS, INC.**

Witness Signature

By: _____
Geri L. Waksler, President

Name printed or typed

Witness Signature

Name printed or typed

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026 by Geri L. Waksler, President of Peace River Community Housing Partners, Inc. He/She is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

CHG
BCC



THIS INSTRUMENT WAS PREPARED BY,
AND AFTER RECORDING RETURN TO:

Charlotte County Department of Human Services
Housing Division
21500 Gibraltar Drive
Port Charlotte, FL 33952

ROGER D. EATON, CHARLOTTE COUNTY CLERK OF
CIRCUIT COURT
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BETWEEN CHARLOTTE COUNTY**

**and
PEACE RIVER COMMUNITY HOUSING PARTNERS, INC.
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RECITALS:

WHEREAS, on September 8, 2020, the County adopted Resolution 2020-127, authorizing the Real Estate Services Manager or his designee or the County Attorney or her designee to execute a County deed conveying ownership of 6296 Scott Street, Punta Gorda, FL 33950 ("Villas on Scott Street"), subject to a Land Use Restriction Agreements (hereinafter "LURA"), attached hereto and incorporated herein as **Exhibit A**, to Developer; and

WHEREAS, pursuant to the terms of the LURA, the Developer obligated itself to commence development of the subject property within twenty-four (24) months and obtain a Certificate of Occupancy within thirty-six (36) months of the date of execution of the LURA; and

WHEREAS, on September 12, 2023, the County adopted Resolution 2023-159 authorizing Amendment #1 to the LURA, attached hereto and incorporated herein as **Exhibit B**, affording the Developer an additional eighteen (18) months, or until March 9, 2025, to obtain a Certificate of Occupancy due to development delays directly attributable to COVID-19 and Hurricane Ian; and

WHEREAS, since the execution of Amendment #1 to the LURA, land use considerations and impacts from Hurricanes Milton and Helene have delayed the development of the property; and

WHEREAS, the Developer requests an additional extension to allow additional time to develop the parcel and obtain requisite Certificates of Occupancy; and

WHEREAS, granting the extension serves a public purpose and is in the best interest of

MMJ

County citizens; and

WHEREAS, pursuant to Resolution 2020-109, the Charlotte County Board of County Commissioners (“Board”) adopted the Charlotte Housing Opportunities Made Easier Incentive Program (“Program”) to provide incentives for the construction of new affordable housing; and

WHEREAS, the Developer has applied for incentives under the Program for the development and construction of affordable rental housing (“Project”) consisting of three (3) two-bedroom/two-bathroom units at the Villas on Scott Street; and

WHEREAS, the incentives requested include permitting fees (not to exceed fifty-eight thousand nine hundred twenty-eight dollars and 73/100 [\$58,928.73]), Florida Power & Lights (FPL) utility connection fees (not to exceed forty thousand dollars [\$40,000.00]), and sewer extension fees (not to exceed one hundred and fifty thousand dollars [\$150,000.00]); and

WHEREAS, the Project satisfies the eligibility requirements of the Program to receive the maximum Tier IV fee subsidy award of up to Six-Hundred Fifty Thousand and 00/100 Dollars [\$650,000.00]; and

WHEREAS, granting the request for sewer connection fees for affordable housing development serves a public purpose and is deemed by the Board to be an appropriate use of the Affordable Housing Trust Fund; and

WHEREAS, Developer acknowledges additional LURA terms are necessary to comply with the requirements of the Program.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises and, covenants hereinafter set forth, the County and the Developer agree to further amend the LURA as follows,

Section 1. Recitals. The recitals set forth above are true and correct and incorporated herein by reference and made part of this LURA.

Section 2. Definitions and Interpretation. Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below for all purposes of this Amendment #2.

"AMI" means the applicable Area Median Income for the relevant geographical area as determined by HUD.

"County" means Charlotte County, Florida.

"Eligible Client" means a person(s) or family whose household income is at or below thirty-percent (30%) of Area-Median Income ("AMI").

"HUD" means the United States Department of Housing and Urban Development.

"Income Certification" means such Income Certification form as approved by County, and which may be revised by the County from time to time.

"Project" shall mean a triplex offering three (3) two-bedroom/two-bathroom units ("Assisted Units") at or below 30% of area-median income (AMI) as promulgated by the HUD (the "Affordable Housing Objective").

"Restriction Period" means the period beginning on the execution of this Amendment #2 by the County and ending in perpetuity.

"State" shall mean the State of Florida.

"Term of this Agreement" means the term determined pursuant to Section 10 hereof.

Unless the context clearly requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Amendment #2 and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The terms and phrases used in the recitals of this Amendment #2 have been included for convenience of reference only and the meaning, construction and interpretation of all such terms and phrases for purposes of this Amendment #2 shall be determined by references to this Section. The titles and headings of the sections of this Amendment #2 have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Amendment #2 or any provision hereof or in ascertaining intent, if any question of intent shall arise.

Section 3. Thirty percent (30%) of AMI. The County and Developer hereby declare that, during the term of this Amendment #2, the Project is to be owned, managed and operated, as an affordable triplex offering three (3) – two bedroom/two bathroom . To that end, the Developer hereby represents, covenants and agrees as follows:

- a. that the Project has been, or will be, acquired, renovated and equipped for the purpose of providing rental housing for tenants with incomes at or below 30% of AMI, with the exception of exempt units as approved by County, *i.e.*, a manager and/or maintenance personnel unit(s), and the Developer shall own, manage and/or operate the Project as such an affordable housing facility;
- b. that the Project consists of three (3) – two-bedroom/two-bathroom housing units;
- c. that during the Term of this Amendment #2 the Developer will not convert the Project or any portion of it to condominium ownership;
- d. that the Developer shall not discriminate on the basis of race, creed, religion, color, age, sex, marital status, family status, handicapped status or national origin in the

lease, use or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.

Unless the provisions of this Section are amended as permitted under Section 20(c) hereof, the provisions of this Section shall remain in effect during the Term of this Amendment #2.

Section 4. Eligible Clients. Developer hereby represents, covenants and agrees that for the duration of this Agreement:

- a. The Developer shall obtain and maintain on file an Income Certification from each Eligible Client, after actual verification by Developer, dated within 24 hours of initial occupancy of such client in the Project.
- b. The Developer shall maintain complete and accurate records pertaining to the dwelling units occupied or to be occupied by Eligible Clients, and to permit any duly authorized representative of the County to inspect such records upon reasonable notice.
- c. The Developer shall timely notify the County if at any time the dwelling units of the Project are not occupied or available for occupancy as provided in subparagraph (b) above.
- d. The Developer shall promptly notify the County of any change in management of the Project.

The provisions of this Section relating to Eligible Clients shall terminate upon the expiration of this Amendment #2.

Section 5. Indemnification. The Developer hereby covenants and agrees to defend, indemnify and save County harmless from any damage whatsoever arising from the performance of any of the services under this Agreement and to defend, indemnify and hold County harmless from any claims made by or on behalf of Developer's clients, agents, servants, volunteers, and employees involved in work under this Agreement, provided County delivers timely notice to Developer and does not confess or default in connection therewith, and provided no gross negligence or willful misconduct by the County. Developer will promptly report to County Administrator, or his designee, any claim or suit against Developer or County arising from action in furtherance of this Agreement and shall pay to the County any and all damages, expenses, costs, attorney's fees, and judgments incurred or assessed against the County by reason of any claim or suit arising from Developer's negligent or intentional acts or default in the performance of this Agreement.

Section 6. Consideration. The County has issued the incentives under the Program in the form of utility connection fees and sewer extension for the purpose, among others, of enabling the Developer to construct and equip the Project as an affordable housing development principally for persons who meet income eligibility requirements.

Section 7. Reliance. The County and the Developer hereby recognize and agree that the representations and covenants set forth herein may be relied upon by the other party. In performing their duties and obligations hereunder, the County may rely upon statements and

certificates of the Developer and Eligible Clients believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of the Developer pertaining to occupancy of the Project. In performing its duties and obligations hereunder, the Developer may rely upon certificates of Eligible Clients reasonably believed to be genuine and to have been executed by the proper person or persons.

Section 8. Project Within the County Limits. The Developer hereby represents and warrants that the Project is located entirely within the jurisdictional boundaries of the County.

Section 9. Sale and Conveyance of Project. (a) Except as permitted under this Amendment #2, Developer shall not sell, transfer or encumber the Project, in whole or in part, without the prior written consent of the County, which consent may be given or withheld in the sole discretion of the County, provided that as a precondition to the giving of such consent, (i) the Developer shall not be in Default hereunder, (ii) the continued operation of the Project shall comply with the provisions of Sections 3 and 4 of this LURA, (iii) the subsequent purchaser or assignee shall execute any document requested by the County, to acknowledge that it holds title to the Project subject to the covenants and obligations contained in this Amendment #2, (iv) the purchaser or assignee shall have first executed a document in recordable form addressed to the County and to the effect that such purchaser or assignee will comply with the terms and conditions of this Amendment #2, and (v) such other conditions as may be reasonable under the circumstances to effect the foregoing.

Section 10. Term. Notwithstanding anything to the contrary contained herein, this Amendment #2 shall become effective upon its execution and delivery and shall terminate upon the earlier to occur of expiration of the Restriction Period. Upon the termination of this Amendment #2 as aforesaid, upon request of any party hereto, the County, the Developer and any successor party hereto shall promptly execute a recordable document further evidencing such termination.

Section 11. Affordability of Assisted Units. During the Restriction Period, the three (3) two-bedroom/two-bathroom units in the Project shall be rented or held available for rental on a continuous basis to persons or families who, at the commencement of occupancy by each tenant of such Assisted Unit, shall have annual incomes at or below 30% of AMI.

Section 12. Income Determination. The Developer shall determine and verify the Income Eligibility of tenants in accordance with HUD Section 8 housing assistance programs in 24 CFR Part 5. Income shall be calculated by annualizing verified sources of income for the household as the amount of income to be received by a household during the 12 months following the effective date of the determination. The Annual Gross Income, as defined in Section 420.9071(4), F.S, must be used. The Developer shall maintain complete and accurate income records pertaining to each tenant occupying an Assisted Unit. At a minimum, records for each occupied Assisted Unit shall contain the following documentation:

- A. The tenant's complete application and related information including the name of each household member, proof of identity, and employment, income and asset information for each household member;

- B. A copy of the lease listing the term of tenancy and each tenant residing in the Assisted Units;
- C. Verification of income of each tenant as is acceptable under Section 8 of the U.S. Housing Act of 1937, as amended;
- D. Information as to the assets owned by each tenant; and
- E. Tenant Income Certification Form, TIC-1, Rev.02/06, which is hereby incorporated by reference, for each tenant. For Section 8 clients, the HUD Forms 50058 or 50059 may be used in lieu of TIC-1.

Section 13. Tenant Leases and Protections. The Developer shall comply with the provisions of the Florida Landlord Tenant Act defined in Chapter 83 Part II of the Florida Statutes, which prohibit certain lease terms. All tenant leases for Assisted Units shall contain clauses, among others, wherein each individual lessee agrees:

- A. That the household income, household composition and other eligibility requirements shall be deemed substantial and material obligations of the tenancy;
- B. To comply promptly with all requests for information with respect thereto from the Developer or the County, and that tenant's failure to provide accurate information about household income or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his/her tenancy;
- C. Not to sublease to any person or family who does not meet income qualifications as determined, verified, and certified by Developer;
- D. To state that the rental unit is the primary residence of the tenant;
- E. That the lease shall be for a one-year (1) period unless other terms are mutually agreed upon by Developer and tenant.

Section 14. Nondiscrimination. The Developer shall not discriminate, as defined by state or federal statute, or by local ordinance, on the basis of race, creed, color, age, sex, familial status, disability, religion, or national origin in the lease, use or occupancy of the Assisted Units or in connection with the employment or application for employment of persons for the operation and management of the Property.

The Developer shall not discriminate against tenants or prospective tenants before, during or after the solicitation process, and shall use their best effort to ensure that tenants are provided with a living environment free from harassment or discrimination by other tenants, vendors, or providers of any services associated with the Assisted Units.

Section 15. Monitoring and Inspection. The Developer shall permit the County or its designee to inspect all records, including but not limited to financial statements, pertaining to Assisted Units upon reasonable written notice and within normal working hours, and shall submit to the County such documentation as required by the County to document compliance with this Amendment #2. The Developer acknowledges that the County or its designee must, from time to time, inspect each Assisted Unit for compliance with Housing Quality Standards (as defined by

HUD for the Section 8 Program) and local code requirements, and agrees to facilitate such inspections with tenants as necessary. The Developer also acknowledges that the Property must meet Property standards upon completion of the Project and for the duration of the Restriction Period.

The County shall, from time to time, make or cause to be made inspections of the Assisted Units and Property rental records to determine compliance with the conditions specified herein. The County shall notify the Developer in writing prior to scheduled inspections, and the Developer shall make any and all necessary arrangements to facilitate the County's inspection. The County may make other inspections of the Project, subject to the County providing the Developer with advance written notice and a reasonable basis for the inspection.

Section 16. Annual Compliance Monitoring of Project. Compliance monitoring of the Project shall be a responsibility of the Developer, to be performed by a compliance monitor as approved by the County. The compliance monitor shall be responsible for monitoring the Developer's compliance with restrictions regarding the use or occupancy of the Project and ensure that all requirements are being satisfied on a continuing basis in accordance with this Amendment #2. In the event that the compliance monitor shall ever resign, be removed, or otherwise, in the opinion of the County, fail to perform the duties of the compliance monitor, the Developer shall, at the direction of the County, hire a successor compliance monitor. The compliance monitor shall:

- A. Conduct an initial briefing with the Property manager and upon any change in the entity responsible for management of the Project, with such new entity, regarding procedures for filing tenant income certification forms, and compliance certificates, and for verifying income of tenants.
- B. Provide annual summary report to the County detailing the ratios of Assisted Units occupied by income eligible tenants as required by this Amendment #2.
- C. Conduct on-site audits of the Project's tenant records and document all findings to ensure compliance with applicable regulations, terms and conditions.
- D. Review rent rolls to ensure monthly rents are in compliance with income rent limits.
- E. Examine leases to ensure that all occupants of the Assisted Unit are listed, and that the lease is current and fully executed.
- F. Verify annual re-certifications are performed in a timely manner.
- G. Review the certification procedures to verify that record retention requirements are being met and Assisted Units are not occupied until properly certified.
- H. Inspect Assisted Units for compliance with local codes and housing quality standards.
- I. Examine the current marketing materials for compliance with the Affirmative Fair Housing Marketing Plan, if applicable.
- J. Prepare Management Review Summary documenting conclusions of monitoring visit, incorporate findings of non-compliance discovered during compliance review and recommend corrective actions, as required.

K. Provide copies of Management Review to Developer and County.

The compliance monitoring duties of the Developer or the compliance monitor, as the case may be, shall continue until all restrictions under this Amendment #2 expire.

Section 17. Developer Performance. The Developer shall obtain all Certificates of Occupancy (“COs”) for the Project on/before March 31, 2026. Upon issuance of the permits, the Developer must diligently pursue construction. Failure to obtain COs within the foregoing time frame or allowing permit(s) to expire shall be considered a violation of this Amendment #2 and shall be considered a Default.

Section 18. Corrective Actions. If the Property is not in compliance with the requirements of this Amendment #2, the County shall give the Developer written notice of the deficiency, after which time the Developer shall have thirty (30) days in which to bring the Property into compliance. The County may extend the cure period in its sole discretion if the default is of a nature that it cannot be completely cured within such cure period. Should the Developer fail to bring the Property into compliance within the specified time or thereafter fail to diligently continue to pursue compliance, the County shall immediately declare the Developer in default of this Amendment #2.

Section 19. Assignments and Amendments. The Developer shall not assign its interest hereunder, except by writing, with the consent of the County, and in accordance with the provisions hereof.

To the extent State or Federal law and/or regulations, shall impose requirements upon the ownership or operation of the Project more restrictive than those imposed by this Amendment #2, the Developer and the County shall automatically amend this Amendment #2 to impose such additional or more restrictive requirements. The County and the Developer may from time to time enter into one or more amendments or supplements to this Amendment #2, for any of the following purposes:

- a. To correct or amplify the description of the Project;
- b. To evidence the succession of another person or entity to the County or the Developer and the agreement by any successor to perform the covenants of their predecessor;
- c. To cure any ambiguities, correct or supplement any provisions of this Amendment #2 which may be inconsistent with any other provision herein, or to make any other provision with respect to matters or questions arising under this Amendment #2, which will not be inconsistent with the provisions of this Amendment #2.

This Amendment #2 will not be amended, revised or terminated prior to the termination of covenants, representations and restrictions provided for herein except by an instrument in writing duly executed by the County and the Developer or their respective successors or assigns and duly recorded.

Section 20. Assurance of Public Purpose. Developer covenants that no lease, sale, or title transfer to any third party shall occur prior to satisfying the conditions set forth in this Amendment #2, other than tenant leases, as may be amended.

Section 21. Defaults; Remedies. If the Developer shall fail to observe or perform any covenant or condition contained herein on its part to be observed or performed, then and in such event, the County shall be entitled, in addition to any other remedies provided by law or equity and associated herewith:

- A. To compel specific performance by the Developer of its obligations under this Amendment #2, it being recognized that the beneficiaries of Developer's obligations hereunder cannot be adequately compensated by monetary damages in the event of Developer's default; and
- B. To rescind any and all incentives, either regulatory and/or financial, provided to Developer; and
- C. Cause the Developer to pay the County an amount equal to all subsidies and/or waivers provided to the Developer; and
- D. In addition to these remedies, a default by the Developer hereunder shall also constitute a default under any or other County loan or grant, which will enable the County thereunder, after notice and an opportunity to cure as therein provided, take such other actions as may be permitted under the terms of this Amendment #2. In any such action, the County shall be entitled to recover all fees and costs, including attorney's fees, incurred by the County in enforcement of this Amendment #2, plus interest at the then maximum statutory rate for judgments calculated on a calendar day basis until paid.

Section 22. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to the Developer provided for in this Amendment #2 shall be given by mailing such notice by certified mail to the Developer address stated below, or at such other address as the Developer may designate by notice to the County as provided herein, and (b) any notice to the County shall be given by certified mail, return receipt requested, to the County's address stated below or to such other address as the County may designate by notice to the Developer as provided herein. Any notice provided for in this Amendment #2 shall be deemed to have been given to the Developer or County when given in the manner designated herein.

ADDRESS OF COUNTY

Charlotte County Department of Human Services
Housing Division
21500 Gibraltar Drive
Port Charlotte, FL 33952

ADDRESS OF DEVELOPER

Peace River Community Housing Partners, Inc.,
c/o Angela M. Hogan
21500 Gibraltar Drive
Port Charlotte, FL 33952

Section 23. Successors Bound – Burden to Run with Property. This Amendment #2 and the covenants and conditions contained herein shall run with the land and shall bind the Developer and its successors and assigns and all subsequent owners of the Property or any interest therein, for the Restriction Period set forth in this Amendment #2.

Section 24. No Conflict with Other Documents. The Developer warrants that it has not, and will not, execute any other contract or Amendment #2 with provisions contradictory to, or in opposition to the provisions hereof, and that in any event, the requirements of this Amendment #2 are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

Section 25. Severability. Should any section or any part of any section of this Amendment #2 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 in this Amendment #2.

Section 26. Enforcement of Terms. The benefits of this Amendment #2 shall inure to and may be enforced by the County for the full duration of the Restriction Period, whether or not any bonds issued for the purpose of providing funds for the Project are outstanding. Breach of these terms during the Restriction Period shall result in recapture of all funds expended and subsidies/incentives granted for the Project.

Section 27. Recordation. This Amendment #2 shall be recorded by the County in the Public Records of Charlotte County, Florida.

Section 28. Conflicting Provisions. All other provisions of the LURA and Amendment #1 not in conflict with this Amendment #2 shall remain in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in Charlotte County, Florida, for the purpose herein expressed, the day and year signed by the County.

ATTEST:

Roger D. Eaton, Clerk of Circuit
Court and Ex-officio Clerk of the
Board of County Commissioners

By: Kimberly Walsh

Deputy Clerk

APR 2020-057

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: Joseph M. Tiseo

Chairman

Date: March 25, 2025

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

By: Janette S. Knowlton

Janette S. Knowlton, County Attorney
LR25-0260/306 JRP

Exhibits:

Exhibit A – Land Use Restriction Agreement

Exhibit B – Amendment #1

EXHIBIT A

EXHIBIT "A"

LAND USE RESTRICTION AGREEMENT (AFFORDABLE HOUSING)

THIS Land Use Restriction Agreement made at Port Charlotte, Florida, this 8th day of September, 2020, between Charlotte County, a political subdivision of the state of Florida ("COUNTY"), whose address is 18500 Murdock Circle, Port Charlotte, FL and the PEACE RIVER COMMUNITY HOUSING PARTNERS, INC. ("PORCH"), a Nonprofit Corporation ("NONPROFIT"), whose address is 408 Tamiami Trail, Unit 121, Punta Gorda, FL 33950, its successors and/or assigns.

RECITALS:

WHEREAS, COUNTY owns 6296 Scott Street, Punta Gorda, FL, 33950 the land and improvements described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, COUNTY agrees to convey ownership of Property to NONPROFIT, with certain restrictions and requirements pertaining to the development and maintenance of affordable housing on the Property; and

WHEREAS, in order to satisfy such restrictions and requirements, and as a precondition to the conveyance of the Property, NONPROFIT agrees to the restrictive covenants and commitments outlined in this Land Use Restrictive Agreement.

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:

1. RECITALS. The recitals set forth above are true and correct and are incorporated into these restrictive covenants.
2. COVENANTS. COUNTY hereby declares that the Property shall be held, maintained, transferred, sold, conveyed, and owned subject to the following designations and restrictive covenants:
 - a. NONPROFIT shall commence development of Property within 24 months of conveyance.
 - b. NONPROFIT must obtain a Certificate of Occupancy within 36 months of conveyance.

- c. **NONPROFIT** shall make the developed Property available to be rented to tenants eligible under "Extremely Low Income" limitations, as defined by Florida Statutes, in perpetuity.
 - d. **NONPROFIT** shall not discriminate on the basis of race, creed, religion, color, sex, familial status, national origin or handicap in the use or occupancy. Age discrimination and discrimination against minor dependents, except when units are specifically being held for Elderly Households in accordance with applicable State and Federal law, are also not permitted.
 - e. **NONPROFIT** shall submit an Annual Report verifying the Property is in accordance with affordability requirements to COUNTY's Human Services Department. The report shall document the **NONPROFIT's** performance of its obligations with respect to maintaining the Property as affordable housing reserved for eligible persons and eligible households, including without limitation leases, applications, employment, and income certification documents.
3. **RECORDATION.** This Land Use Restriction Agreement shall be recorded in the Public Records of Charlotte COUNTY, FL, shall run with Property, and shall become effective upon recordation.
4. **ENFORCEMENT.** COUNTY, through its Board of County Commissioners, its successors and assigns, is the beneficiary of this Land Use Restriction Agreement and as such, COUNTY may enforce these restrictive covenants by an action at law or in equity against any person or persons, entity or entities, violating, or attempting to violate the terms of these restrictions.
5. **WAIVER.** Any failure of COUNTY to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter.
6. **DEFAULT.** In the event of any default, failure, violation, or any other action or inaction by **NONPROFIT**, COUNTY may institute such actions or proceedings at law or in equity as it may deem desirable for effectuating the provisions of this Declaration, including without limitation actions for specific performance, damages, and injunctive relief, and including also any remedy allowed under the terms of any other Documents. In any successful action or proceeding to enforce its rights under this Declaration, COUNTY shall be entitled to the recovery from Owner of reasonable attorneys' fees.
7. **INDEMNIFICATION.** **NONPROFIT** agrees to indemnify, defend (with counsel reasonably approved by the COUNTY) and hold harmless COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any

cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. NONPROFIT's indemnification obligation applies to the COUNTY's "active" as well as "passive" negligence but does not apply to the COUNTY's "sole negligence" or "willful misconduct" as defined by Florida Statute 768.28 of any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of the indemnifying party, its consultants, contractors, officers, agents or employees in the performance of this Agreement.

8. MODIFICATION. This Land Use Restriction Agreement may not be amended or modified except by written instrument signed by each party hereto and approved by the Charlotte County Board of County Commissioners.
9. NOTICES. Notices required to be given by this Agreement shall be in writing, certified mail through the United States Postmaster. Notice shall be forwarded to the following:

COUNTY:

Charlotte County Human Services
1050 Loveland Boulevard
Port Charlotte, FL 33980

and

Charlotte County Administrator
18500 Murdock Circle
Port Charlotte, FL 33950

NONPROFIT:

Peace River Community Housing Partners, Inc.
408 Tamiami Trail, Unit 121
Punta Gorda, FL 33950

10. 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.

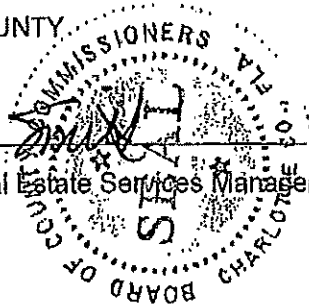
11. GOVERNING LAW; VENUE. This Agreement shall be construed, and the rights and obligations of the COUNTY and Owner hereunder shall be determined, in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be in Charlotte COUNTY, Florida.
12. 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.
13. 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.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in Charlotte County on September 8, 2020.

CHARLOTTE COUNTY

By:

Robert Smith, Real Estate Services Manager



ATTEST:

Roger D. Eaton, Clerk of the Circuit Court and Ex-officio Clerk of the Board of County Commissioners

By: Michelle S. Buandino
Deputy Clerk 16R2020-057

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Janette S. Knowlton
Janette S. Knowlton, County Attorney

LR 20-0196

WITNESSES:

[Signature]
Henry Miller

NONPROFIT:

PEACE RIVER COMMUNITY HOUSING
PARTNERS, INC.

By: Angela M. Hogan
As Its: Board President

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 14th day of September, 2020, by Angela Hogan, who attests that he/she is the Board President of PEACE RIVER COMMUNITY HOUSING PARTNERS, INC., ☒ who is personally known to me, or ☐ who has produced as identification and who ☐ did ☐ did not take an oath.

[Signature]
Notary Public

Tracy Hille
(Type/Print Name)

My Commission Expires: 03/13/2021

Commission Number: GG 082494

EXHIBIT "A"

6296 Scott St, Punta Gorda, FL

Lots 11 & 12, Block B, La Villa, a Subdivision according to the plat thereof, recorded in Plat Book 1, Page 6 of the Public Records of Charlotte County, Florida, and identified by the Property Appraiser's Records as Parcel ID: 412305156007.

EXHIBIT B

**AMENDMENT #1 TO
LAND USE RESTRICTION AGREEMENT
BETWEEN CHARLOTTE COUNTY
and
PEACE RIVER COMMUNITY HOUSING PARTNERS, INC.
for
Development and Preservation of County Conveyed Property**

THIS AMENDMENT # 1 to the Land Use Restriction Agreement is made by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (hereinafter the "COUNTY") and PEACE RIVER COMMUNITY HOUSING PARTNERS, INC. (hereinafter the "PORCH"), 408 Tamiami Trall, Unit 121, Punta Gorda, Florida 33950.

WHEREAS, on September 8, 2020, the COUNTY adopted Resolution 2020-127, approving certain conveyances of County surplus property, subject to Land Use Restriction Agreements (hereinafter "LURA"), to PORCH; and

WHEREAS, per the LURA, PORCH obligated itself to commence development of the subject property within 24 (twenty-four) months and obtain a Certificate of Occupancy within 36 (thirty-six) months of the date of execution of the LURA; and

WHEREAS, development has been delayed due to significant increases in material costs, supply chain issues, and labor shortages as a result of COVID-19 and Hurricane Ian; and

WHEREAS, PORCH has requested a modification of the LURA as to allow additional time for development of the parcel; and

WHEREAS, the COUNTY desires to afford PORCH additional time to comply with the LURA covenants.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises and, covenants hereinafter set forth, COUNTY and PORCH agree to amend the LURA as follows.

COVENANTS

1.1. The following provisions of this Amendment are specifically incorporated into and made a part of the LURA, attached hereto as **Exhibit A**.

1.2. PORCH shall be provided an additional 18 (eighteen) months or until March 9, 2025 to obtain a Certificate of Occupancy of the subject property identified as **6296 Scott Street, Punta Gorda, Florida 33950**.

1.3. The effective date of this Amendment is the date on which it is approved by the Board of County Commissioners.

1.4. Any terms used in this Amendment shall have the same meaning and

Amendment # 1 to LURA
Development/Preservation County Conveyed Real Property – Peace River Community Housing Partners, Inc.

definition as they have in the LURA, attached hereto as **Exhibit A**.

1.5. All other provisions of the LURA not in conflict with this Amendment shall remain in full force and effect.

1.6. The LURA and Amendment shall remain in perpetuity and will inure to the benefit of and will be binding upon the legal representatives and permitted successors and assigns of all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in Charlotte County, Florida, for the purpose herein expressed, the day and year signed by the County.

ATTEST:

Roger D. Eaton, Clerk of Circuit
Court and Ex-officio Clerk of the
Board of County Commissioners

By: [Signature]
Deputy Clerk
A.AGR 2020-051

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: [Signature]
Christopher Constance, Vice Chairman

Date: September 12, 2020

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

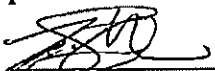
By: [Signature]
Janette S. Knowlton, County Attorney
LR23-0451 [Signature]

Exhibits:

Exhibit A – Land Use Restriction Agreement

IN WITNESS WHEREOF:

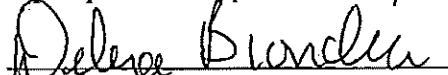
Signed, sealed and delivered in the
presence of:



Witness Signature

Nicole Tirado

Name printed or typed



Witness Signature

Debra Brondio

Name printed or typed

PEACE RIVER COMMUNITY HOUSING
PARTNERS, INC.

By:

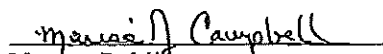

Geri L. Waksler, President

STATE OF Florida
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of April, 2025 by Geri L. Waksler, President of Peace River Community Housing Partners, Inc. He / She is personally known to me or has produced Driver's License (type of identification) as identification.

[Notary Seal]




Notary Public

Marisa J Campbell
Name typed, printed or stamped

My Commission Expires: 2/7/25