

## **AMENDED AND RESTATED LAND USE RESTRICTION AGREEMENT**

### **Owner's Name and Address:**

Crossroads Hope Academy, Inc.  
45991 Bermont Road  
Punta Gorda, FL 33982

### **Location of Property:**

2208 Castillo Avenue  
Punta Gorda, FL 33950-4315

This **AMENDED AND RESTATED LAND USE RESTRICTION AGREEMENT** ("2023 LURA") is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948, hereinafter the "County", and CROSSROADS HOPE ACADEMY, INC., a Florida not-for-profit corporation, 45991 Bermont Road, Punta Gorda, Florida 33982, hereinafter the "Grantee".

### **PREAMBLE**

**WHEREAS**, on October 25, 2006, County entered into a Land Use Restriction Agreement ("2006 LURA") with Coastal Behavioral Healthcare, Inc., a Florida not-for-profit corporation ("Coastal"), as part of the October 25, 2006, Contract Between Charlotte County and Coastal Behavioral Healthcare, Inc., for the Implementation of the Kelly Hall Safe Haven Facility ("Kelly Hall Contract"). The Kelly Hall Contract required, as a condition of County making a five hundred thousand dollar (\$500,000.00) grant, the execution and delivery of the 2006 LURA. The 2006 LURA set forth certain terms and conditions relating to the acquisition, construction, equipping, land-use, and leasing of Kelly Hall "Project" and other covenants that run with the land. The 2006 LURA was recorded in the Official Records of Charlotte County at Book 3059, Pages 2119-2128, on October 30, 2006; and

**WHEREAS**, on April 9, 2009, County and Coastal entered into an "Amendment to Contract Between Charlotte County and Coastal Behavioral Healthcare, Inc." to amend Paragraph 4 of the Kelly Hall Contract "Distribution of Funds" to raise the maximum amount payable to six hundred thousand dollars (\$600,000.00); and

**WHEREAS**, on July 1, 2020, Coastal conveyed the Property to First Step of Sarasota, Inc., a Florida not-for-profit corporation; and

**WHEREAS**, on January 25, 2022, the Charlotte County Board of County

Commissioners approved the proposed sale and conveyance of the Property from First Step of Sarasota, Inc. to Grantee to be used as a home for teenage foster boys who have had multiple failed placements in Florida's foster care system, and subject to the terms of a Land Use Restriction Agreement; and

**WHEREAS**, on April 26, 2022, the County approved the terms of a Land Use Restriction Agreement ("2022 LURA") which was executed by the parties upon conveyance of the Property to the Grantee; and

**WHEREAS**, the County and Grantee desire to amend and restate the 2022 LURA to clarify its terms.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Grantee do hereby contract and agree as follows:

### **AGREEMENT**

**Section 1. Crossroads Hope Academy Castillo Campus.** Crossroads Hope Academy Castillo Campus ("Project") is a facility to be occupied by Crossroads Hope Academy, Inc., located at 2208 Castillo Avenue, Punta Gorda, Florida 33950-4315 ("Property") as more particularly described in Exhibit A.

County and Grantee hereby declare their understanding and intent that the Project will be owned, managed, and operated as a youth group foster home. Grantee hereby represents, covenants, and agrees as follows:

- (a) The Project will be maintained for the purpose of providing youth group foster home services.
- (b) The Project consists of residential dormitory type structures.
- (c) During the Term of this Agreement the Grantee will not convert the Project, or any portion of it, for any other purpose without written consent of County.
- (d) No dwelling unit in the Project shall be occupied by Grantee at any time unless the Grantee resides in a dwelling unit in a building or structure which contains at least four (4) dwelling units and unless the resident of such dwelling unit is a resident manager or other necessary employee (*i.e.*, maintenance and/or security personnel).
- (e) Grantee shall not discriminate based on 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.

**Section 2. Foster Care.** Grantee hereby represents, covenants, and agrees:

- (a) Grantee shall maintain complete and accurate records pertaining to the dwelling units occupied or to be occupied by foster children and to permit

County to inspect such records upon reasonable notice.

- (b) Grantee shall immediately notify County of any change in the management or ownership of the Project.

**Section 3. Consideration.** In 2006, County issued a grant in the amount (as amended) of six hundred thousand dollars (\$600,000.00) to Coastal for the primary purpose of enabling Coastal to acquire, construct, and equip the Project as a residential development principally for persons of extremely low income subject to the covenants in the 2006 LURA. In consideration for County's consent to the sale and conveyance of the Property to Grantee, and in lieu of payment of the six hundred thousand dollars (\$600,000.00) due upon breach of the 2006 LURA, Grantee has entered into this 2023 LURA.

**Section 4. Reliance.** County and Grantee hereby recognize and agree that the representations and covenants set forth herein may be relied upon by the other party.

**Section 5. Sale and Conveyance of Project.** Grantee shall not sell or convey 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.

**Section 6. Term and Termination.** This 2023 LURA shall become effective upon its execution and delivery and shall remain in full force and effect until October 25, 2036. Further, this 2023 LURA will terminate on the date the Property is acquired by foreclosure or deed in lieu of foreclosure, upon the recorded declaration of the party so acquiring the Property (unless it is determined that such acquisition is part of an arrangement with the Grantee, the sole purpose of which is designed to terminate such period).

**Section 7. Enforcement.** The Grantee acknowledges that the primary purpose of this 2023 LURA is to ensure compliance by the Grantee with the restrictions provided herein, **AND BY REASON THEREOF, THE GRANTEE, IN RECEIVING THE CONSIDERATION AS OUTLINED IN SECTION 3, HEREBY AGREES THAT THE COUNTY SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE GRANTEE OF ITS OBLIGATIONS UNDER THIS DECLARATION IN A STATE COURT OF COMPETENT JURISDICTION.** The Grantee may cure any default herein by complying with the terms of this 2023 LURA within sixty (60) days of written notice of default by County.

The County shall have the right to enforce this 2023 LURA and require curing of defaults in such shorter periods than specified above as County may determine necessary to maintain compliance with State law and regulations. In the event this 2023 LURA must be enforced by or on behalf of the County, the County shall be entitled to recover any costs incurred in such judicial proceedings, including reasonable attorney's fees, expenses, and costs.

**Section 8. Recording and Filing; Covenants to Run with the Land.** It is the express intent of the parties herein that:

- (a) Upon execution and delivery by the parties, this 2023 LURA and any

amendments shall be recorded and filed in the official records of Charlotte County, Florida.

- (b) This 2023 LURA and the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, Grantee, County, and their respective successors and/or assigns.

**Section 9. Governing Law.** This Agreement shall be governed by the laws of the State of Florida.

**Section 10. Assignment.** Any assignment of this 2023 LURA from the Grantee requires written consent of County prior to the sale and conveyance of the Property.

**Section 11. Amendment.** County and Grantee may enter into one or more written amendments or supplements to this 2023 LURA. Any such amendment must be executed with the same formalities as this 2023 LURA.

**Section 12. Notice.** Any notice required to be given hereunder shall be given by personal delivery, certified U.S. mail, or by expedited service at the addresses specified below, or at such other addresses as may be specified in writing by the parties, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by certified U.S. mail.

**County:**

Human Services Director  
Charlotte County Human Services Department  
21500 Gibraltar Drive  
Port Charlotte, FL 33952

**Grantee:**

Crossroads Hope Academy, Inc.  
45991 Bermont Road  
Punta Gorda, FL 33982

**Section 13. Severability.** If any provision of this 2023 LURA shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions shall not in any way be affected or impaired.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF, the parties have entered into** this 2023 LURA as of the date and year signed by the County.

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

By: \_\_\_\_\_  
Hector Flores, County Administrator

**ATTEST:**

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

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

By: \_\_\_\_\_  
Janette S. Knowlton, County Attorney  
LR23-0193\_\_\_\_\_

**GRANTEE:**

**CROSSROADS HOPE ACADEMY, INC.**

WITNESSES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF CHARLOTTE**

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, who is ( ) personally known to me or ( ) who has produced \_\_\_\_\_ as identification, and who ( ) did / ( ) did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
PRINTED NAME OF NOTARY PUBLIC

SEAL:

## **Exhibit "A"**

Lots 1 thru 8, Block 14, Lots 13 thru 20, Block 14, and Lots 1 thru 8, Block 17, together with the South half vacated 60 feet wide right of way of Castillo Avenue and vacated 60 feet wide right of way of Sevilla Avenue, VISTA DEL CIUDAD, Plat Book 1, Page 48 ½, of the Public Records of Charlotte County, Florida.