

COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIFIC PERFORMANCE AGREEMENT

THIS AGREEMENT, ("Agreement") made and entered into this 29th day of July 1995, by and between Pinellas County, a political subdivision of the State of Florida ("County"), and YWCA of Tampa Bay, having its principal office at 655 - 2nd Avenue South, St. Petersburg, Florida 33701, a not-for-profit corporation organized under the laws of the State of Florida ("Agency"):

PINELLAS COUNTY FLA.
OFF.REC.BK 9283 PG 968

WITNESSETH:

WHEREAS, Pursuant to federal regulations, at 24CFR Part 91, Pinellas County has submitted a Consolidated Application for Community Planning and Development Programs to the U.S. Department of Housing and Urban Development; and

WHEREAS, the Pinellas County Community Development Department ("Department") administers this application on behalf of Pinellas County; and,

WHEREAS, included in said application is the activity described in this Agreement, to be funded under the program listed in this agreement; and,

WHEREAS, it is necessary for Pinellas County and the Agency to enter into an Agreement for the implementation of said activity; and,

WHEREAS, the Department has determined that this project is meritorious and in keeping with Community Development objectives; and,

WHEREAS, the Agency proposing the project has been deemed qualified by the Department to engage in the project;

NOW, THEREFORE, in consideration of the mutual performance of the promised and covenants contained herein, the County and the Agency agree as follows:

11 RECORDING ACCT	100323	REC	46.50	FEE		MTF		PTG		P/C		DOC		INT		TOTAL	46.50
-------------------	--------	-----	-------	-----	--	-----	--	-----	--	-----	--	-----	--	-----	--	-------	-------

PART I - SPECIFIC TERMS AND CONDITIONS

A. SCOPE OF SERVICES

1. The Agency shall construct a three story facility, which is to include a 16 unit apartment complex: eight two-bedroom units will be utilized for short-term emergency shelter care and eight two-bedroom units will be utilized by families requiring longer term transition assistance. The facility will have an on-site child care center and will provide an array of social services along with an internship site for University of South Florida (USF) students. The site is a 1 1/2 acre parcel at the corner of 3rd Street South and 6th Avenue South, St. Petersburg, Florida. The construction of the aforementioned facility is hereinafter referred to as the "Project".
2. The Agency shall undertake the completion of the Project in accordance with the following:
 - a) Agency shall prepare, or cause to be prepared on its behalf, written plans and specifications for the Project by a licensed architect and/or engineer. Said plans and specifications shall be reviewed by the Department prior to Agency soliciting bids for the work. The cost of preparation of plans and specifications are not a reimbursable expense under this Agreement.

- b) Agency shall obtain from at least three properly licensed, insured, and bonded general contractors written bids for the Project. Said bids shall be submitted to Department with a request for approval to accept the bid of Agency's choice. The Department will review the bids and notify agency if the chosen bid is reasonable and acceptable. Agency shall have a pre-construction conference, with a Department representative in attendance, with the general contractor.
 - c) Agency shall include all federal requirements set forth for construction projects, such as Davis-Bacon wage rates and Executive Order 11246, in bid documents, contracts, and any subcontracts, and abide by and enforce all said requirements.
 - d) Agency shall insure that the construction contractor has the appropriate license(s) to do the intended work and that the necessary construction permits are obtained.
 - e) All requests for payment submitted by the contractor responsible for performance of improvements must be approved by the Department prior to payment.
3. The Scope of Services outlined above shall be altered only through the prior written approval of Department.
4. This Agreement supersedes and replaces that Specific Performance Agreement B-94-UC-12-0005, dated August 2, 1994.

PINELLAS COUNTY FLA.
OFF. REC. BK 9283 PG 969

B. PROJECT FUNDING

- 1. County, through Department, shall pay the estimated cost of **\$200,000 (Two hundred thousand dollars and no/100)** in **Community Development Block Grant (CDBG)** funds to the Agency for Project costs. Pinellas County shall not be responsible for costs in excess of the CDBG amount specified herein. Including previous funding, County's entire funding commitment to this Project is \$300,000 (Three hundred thousand dollars and no/100) in CDBG funds.
- 2. Disbursement of all funds by the Department for Project expenses shall be a reimbursement for actual costs incurred by Agency or for documented expenses to be paid by the Agency. Agency shall disburse all funds for documented costs within three working days of receipt of funds from the Department. Agency shall provide to Department a copy of all checks disbursing funds to any construction contractor for performance of services under this Agreement.
- 3. The Department or County may disapprove requests for payment which are not consistent with the terms of this Agreement.
- 4. The source of funding from the County for payment of services performed under this Agreement is the CDBG provided to the County by the U.S. Department of Housing and Urban Development ("HUD"). The Agency agrees that in the event that the CDBG is reduced or withheld by HUD, the County shall not be liable for payment of contracted services remaining unfunded by said reduced or withheld CDBG. In the event that HUD determines that the Agency has not fulfilled its obligations in accordance with the requirements applicable to the CDBG and/or requests reimbursement of expenses paid under this Agreement, the Agency shall provide said reimbursement from non-federal sources within ten days of said notice from the County.

- 5. All reimbursement request should be submitted to the Department no later than noon any Friday to have a check available a week from the following Wednesday (provided the Board of County Commissioners meets).

C. REPORTING AND MONITORING

PINELLAS COUNTY FLA .
OFF. REC. BK 9283 PG 970

- 1. Agency shall provide an interim reports no later than April 1 and a final report by October 15, of each year, which summarize information on all users of the facility. Said report shall include, but not be limited to, numbers of users, sex of user, race of user (White, Black, Hispanic, American Indian, Alaskan Native or Pacific Islander), sex of head of user's household, if user is member of single-parent household, gross income of user's household and number of persons in the user's household. These reports shall be provided to the County as specified above for a period of thirty (30) years from the date of execution of this Agreement.
- 2. Agency shall furnish Department with all additional information, records, reports and data as may be required by HUD or County pertaining to matters of this Agreement.
- 3. County shall have the right to monitor and evaluate all aspects of activities carried out by Agency. Such evaluation will be effected by the submission of reports and information by Agency and by monitoring site visits by the Department.

D. LAND USE RESTRICTIONS

- 1. A Land Use Restriction Agreement shall be entered into between the County and the Agency, and said Land Use Restriction Agreement is made a part of this Agreement.
- 2. All actions undertaken on the part of the Agency in the performance of this Agreement shall comply fully with the provisions of the attached Land Use Restriction Agreement.
- 3. In the event that the Land Use Restriction Agreement is rendered void, invalid, or unenforceable by any court of law for any reason, this entire Agreement may, at the discretion of the County, be considered terminated by the County at no further expense to the County.

E. TIME OF PERFORMANCE

The time of performance for the services described in Part I, Section A of this Agreement shall commence upon receipt of written notification to the Agency by the County to proceed, and shall be under construction by May 31, 1996, and in accordance with the following schedule.

Design 10/95 to 1/96

Bid and Award 2/96 to 3/96

Construction 4/96 to 12/96

Failure to adhere to this schedule shall be considered cause for termination of this Agreement by the County, unless otherwise agreed to by both parties. This Agreement shall expire exactly thirty (30) years from the date of execution by both parties, unless otherwise agreed to by the Agency and the Department.

F. GENERAL TERMS AND CONDITIONS

PINELLAS COUNTY FLA.
OFF. REC. BK 9283 PG 971

1. The attached "Part II General Terms and Conditions" are incorporated into this Agreement and are binding on the parties hereto.
2. All parts and exhibits to this Agreement shall be read together providing, however, that in the case of conflict, terms of the Part I of this Agreement shall be controlling.

PART II - GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. In carrying out this Agreement, the Agency or any contractor shall not exclude from participation in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, age, national origin or handicap. (Subpart K, 570.601 and 602; Public Law 88-352, Section 109)

B. Fair Housing. In carrying out this Agreement, the Agency or any subcontractor shall not discriminate in the sale, rental, use or occupancy of housing; in the sale or rental of land to be developed for housing; in the financing of housing or the provision of brokerage services; including otherwise making unavailable or denying a dwelling to a person, because of race, color, religion, sex, national origin, handicap or familial status. Agency and any subcontractor agrees to affirmatively further fair housing. (Subpart K, 570.601; Public Law 90-284, E.O. 11063)

C. Equal Employment and Contracting Opportunity. During the performance of this Agreement, the Agency shall comply with E.O. 11246 and implementing regulations at 41CFR Part 60. Agency shall not discriminate against any person in any phase of employment because of race, color, religion, sex, or national origin. Agency and any subcontractor shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeship. Agency and any subcontractor shall to the greatest extent feasible give opportunities for training and employment to low- and moderate-income persons residing within the Tampa - St. Petersburg - Clearwater metropolitan area and award contracts for work in connection with this Agreement to eligible business concerns which are located in or owned in substantial part by persons residing in said metro area.

D. Conflict of Interest. Agency shall ensure that no member of or delegate to the Congress of the United States of America shall be admitted to any share or part hereof or to any benefit to arise herefrom. In addition, Agency shall ensure that no employee or consultant of the County or a subgrantee, or its designees or agents, no member of the County Commission, and no other elected or appointed official or officer of the County or a subgrantee who exercises or has exercised any functions or responsibilities with respect to the Community Development Block Grant, HOME Investment Partnership, Emergency Shelter Grant, or State Grant-In-Aid program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the services provided under this Agreement. (Subpart K, 570.611)

Agency shall maintain a code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using funds provided under this Agreement. No employee, officer or agent shall participate in the selection, award or administration of a contract in which said funds are used, where he or his immediate family, partners, or organization in which he or his family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. Agency's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary

value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by Agency's officers, employees or agents. (Subpart K, 570.611, A-110 O)

PINELLAS COUNTY FLA.
OFF. REC. BK 9283 PG 972

E. Lobbying Prohibited. Agency certifies that:

1) No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, with a copy of said submittal provided to County within ten (10) days of submission.

F. Record Retention. All records pertaining to this Agreement, including but not limited to financial, statistical, property and programmatic records including reports required under Part 1, Section C of this Agreement, shall be retained for four (4) years from ending date of the County's fiscal year (October 1 through September 30) in which this Agreement is paid in full, expired, or terminated. All records, however, that are subject to audit findings shall be retained for four (4) years in the manner prescribed above or until such audit findings have been resolved, whichever is later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the Statutes of the State of Florida. (Subpart J, A-110C)

G. Audits. The Agency shall at any time during normal business hours and as often as the County and/or Comptroller General of the United States and/or the U.S. Department of Housing and Urban Development and/or any of their duly authorized representatives may deem necessary make available for examination all of Agency's records, books, documents, papers, and data with respect to all matters covered by this Agreement and shall permit the County and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this Agreement. (Subpart J, A-110C)

In addition, Agency shall at Agency's expense have an organization-wide audit of Agency's records performed by an independent Certified Public Accounting firm in accordance with OMB Circular A-133. Said audit shall test the fiscal integrity of financial transactions, the effectiveness of financial management systems and the internal control systems, as well as compliance with the terms and conditions of this Agreement. Said audit shall be due to the County by December 31, 1996 and shall cover the period of October 1, 1995 through September 30, 1996 or through the date of final payment under this Agreement, whichever is later, unless said dates are modified in Part I of this Agreement. (Subpart J, A-110F)

H. Copyrights and Patents. If this Agreement results in a book or other copyrightable materials or patentable materials, Agency may copyright or patent such, but County and the United States Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use such materials and to authorize others to do so.

I. Termination of Contract for Cause. In accordance with 24CFR 85.43, County may suspend, withhold, or terminate this Agreement and all payment for the Project in whole or in part for cause upon seven (7) calendar days notice in writing to the Agency. Cause, which shall be determined by County, includes but is not limited to a) improper use of Project funds, b) failure to comply with the terms and conditions of the Agreement, c) refusal to accept conditions imposed by HUD, d) submittal to County of documentation which is incorrect or incomplete in any material respect, or e) changes in Federal law or the availability of grant funds, as identified in Part 1, Section B of this Agreement, which render the Project impossible or infeasible.

Should circumstances occur which significantly delay the Project's implementation, County may drop or reschedule the Project, and funds which would have been reserved for the Project may be used to carry out other Community Development activities. Such action would only be taken if it was determined to be in the best interests of the program and if good faith efforts to eliminate delays were unsuccessful.

This Agreement may not be so terminated if the failure to perform rises from unforeseeable causes beyond the control and without the fault or negligence of Agency. Such causes may include, but are not restricted to acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault and negligence of Agency.

In the event of default, lack of compliance or failure to perform on the part of Agency, County reserves the right to exercise corrective or remedial actions, to include, but not necessarily be limited to: requesting additional information from Agency to determine reasons for or extent of noncompliance or lack of performance; issue a written warning advising Agency of deficiency and advising Agency that more serious sanctions may be taken if situation is not remedied; advise Agency to suspend, discontinue or not incur costs for activities in question; withhold payment for services provided; or advise Agency to reimburse County for amount of costs incurred for any items determined ineligible. (Subpart J, 570.503, 85.43)

J. Termination for Convenience. This Agreement may be terminated in whole or in part for convenience, by Agency upon written notification to County, or by County with the written consent of the Agency. Termination for convenience shall not apply to provisions in Part I of this Agreement that require compliance with laws, regulations or ordinances, long term service obligations or to the provision of service to low and moderate income persons or other specified beneficiaries, and shall be cause to invoke any Land Use Restriction Agreement by reference to this Agreement.

K. Hold Harmless. The Agency shall indemnify and hold the County and all of its departments, officers and employees, harmless from and against all costs, expenses, liabilities, suits, claims, losses, damages, and demands of every kind or nature, by or on behalf of any person or persons whomsoever or whatsoever arising out of or in any manner resulting from or connected with any accident, injury, death or damage which may happen during the time period covered by this Agreement for services under the administration and direction of said Agency. The Agency will defend any actions or suits brought against the County by reason of the Agency's failure or neglect in complying with any of the conditions and obligations of this Agreement, or any tort liability arising out of actions of the Agency or any of its agents or subcontractors.

L. Severability. Except as specifically provided in Part I, Section D of this Agreement, 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 a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

M. Assignment and Subcontracting. Agency shall not assign any interest in this Agreement or otherwise transfer interest in this Agreement nor enter into any subcontract pursuant to this Agreement without submitting said proposed subcontract to the County and without the prior written approval of the County of the proposed subcontract. All federal requirements of this Agreement shall be applicable to any subcontracts entered into under this Agreement and it shall be Agency's responsibility to ensure that all federal requirements are included in said subcontracts and all subcontractors abide by said requirements.

N. Property Acquired. Title to all non-expendable personal property (\$500.00 or greater in value per unit and useful life of more than one year) purchased in whole or in part from funds provided under this Agreement shall vest in the County, and upon termination of this Agreement shall be returned to County within ninety (90) days. In the event that non-expendable personal property purchased under this Agreement is sold during the term of this Agreement or for one year after contract expiration, any income from the sale shall be returned to the County within ten (10) days of sale.

OFF. REC. BK 9283 PG 974

O. Personal Property Inventory. Agency shall furnish the County an inventory of personal property purchased in whole or in part from funds provided under this Agreement within fifteen (15) days of the date of acquisition. Agency shall be responsible for the maintenance and upkeep of all non-expendable personal property and maintain sufficient insurance to cover the cost of replacement. (Subpart J, A110N)

P. Non-Waiver. No forbearance on the part of either party shall constitute a waiver of any item requiring performance by the other party hereunder. A waiver by one party of the other party's performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both parties.

Q. Religious Discrimination. Agency agrees that in consideration of receipt of funds under this Agreement:

1. Agency shall not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

2. Agency shall not discriminate against any person seeking assistance from Agency on the basis of religion and will not limit services or give preference to persons on the basis of religion;

3. Agency shall provide no religious instruction or counseling, conduct no religious workshops or services, engage in no religious proselyting, and exert no other religious influence on any client or employee of Agency;

4. Agency agrees to include the above four paragraphs in any subcontracts pursuant to this Agreement. (Subpart J, 570.503)

R. Program Income. Unless otherwise provided for in Part I of this Agreement, Agency shall return to County any program income as defined by 24CFR Part 570, generated as the result of the services provided under this Agreement, to the County within ten (10) days of receipt by Agency. (Subpart J, 570.504)

S. Uniform Administrative Requirements. Agency shall comply with the requirements and standards of OMB Circular A-110, Attachments A, B, C, F, H, N, O, except as modified by 24CFR 570.502. (Subpart J, 570.502).

T. Cost Principles. (1) For Non-Profit Agencies: Agency shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations". (Subpart J, 570.502).

U. National Flood Insurance Program. Agency shall obtain flood insurance in accordance with Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) for property acquired and/or improved under this Agreement which is within an area having special flood hazards as determined by County. (Subpart K, 570.605)

V. Labor Standards. Agency shall abide by and enforce all provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) as each applies to construction services provided under this Agreement. (Subpart K, 570.603)

W. Lead-Based Paint. Agency shall comply with the regulations at 24CFR 570.608 and the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) for residential structures constructed or rehabilitated under this Agreement. (Subpart K, 570.608)

X. Debarred, Suspended or Ineligible Contractors. Agency shall not use funds provided by this Agreement directly or indirectly to employ, award contracts to or otherwise engage the services of, or fund any contractor or subcontractor during any period of debarment, suspension or placement in ineligibility status under the provisions of 24CFR Part 24. (Subpart K, 570.609)

Y. Construction Bonding and Insurance. All construction contracts or subcontracts over \$100,000 let as the result of this Agreement shall include the following requirements: a) a bid guarantee, such as a bid bond or certified check, from each bidder equivalent to five percent of the bid price; b) a performance bond for 100 percent of the contract price; and c) a payment bond for 100 percent of the contract price. All such bonds obtained must be from companies listed in Treasury Circular 570. (Subpart J, A-110B)

Z. Insurance. The Agency shall procure, pay for and maintain comprehensive general liability insurance that includes but is not limited to premises/operations, and personal injury covering the liability assumed under indemnification language of this contract with limits of liability for personal injury and/or bodily injury including death of not less than \$300,000 each occurrence; and property damage of not less than \$100,000 each occurrence. (Combined single limits of not less than \$300,000 each occurrence.)

The Agency shall submit to the County, prior to the distribution of any funds under the Agreement, proof of insurance coverage which shall consist of a copy of all policies evidencing such coverage. The County reserves the right to request proof that the insurance premium for such policies effective during the term of this Agreement has been paid.

AA. Publicity. Any news release of other type of publicity pertaining to this Project must recognize Pinellas County and the U.S. Department of Housing and Urban Development as sponsors.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

Note: Two witnesses are required
Witnesses: print or type name below signatures

PINELLAS COUNTY FLA.
OFF. REC. BK 9283 PG 975

ATTEST:

SUBRECIPIENT

[Signature]
Witness #1
[Signature]
Witness #2

By: [Signature]
President
Title

ATTEST:
KARLEEN F. DeBLAKER, CLERK

PINELLAS COUNTY, FLORIDA
by and through its
Board of County Commissioners

By: [Signature]
Deputy Clerk

By: [Signature]
Steven M. Seibert, Chairman

G:\CDBGSPA\SPA_1995.96\YWCA_CBG.SPA

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: [Signature]
Attorney

LAND USE RESTRICTION AGREEMENT
PAGE 1 of 2

PINELLAS COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT

THIS LAND USE RESTRICTION AGREEMENT (hereafter known as the "Land Use Agreement") is entered into this 20th day of July, 1995, between Pinellas County, Florida (hereafter known as the "County"), whose mailing address is 14 South Fort Harrison Avenue, Suite 3050, Clearwater, Florida 34616 and YWCA of Tampa Bay, (hereafter known as the "Agency") whose mailing address is 655 - 2nd Avenue South, St. Petersburg, Florida 33701.

This Land Use Agreement, executed in accordance with provisions of the Specific Performance Agreement YWC-95-CDBG-29, shall be properly filed and recorded by the County in the official public records of Pinellas County, Florida and shall constitute a restriction upon the use of the property subject to and in accordance with the terms contained herein.

IN CONSIDERATION of funds the County has provided the Agency to finance or assist in the financing of the acquisition, construction, and/or rehabilitation by the Agency in lands in Pinellas County, Florida known as

Block 81, lots 11-14 1.25 acres on the southeast quadrant of 6th Avenue South and 3rd Street South on the University of South Florida campus, St. Petersburg, Florida,

the Agency, covenants and agrees that in connection with the construction, acquisition, rehabilitation, ownership, and/or operation of the Project described in Part I, Section A of the Specific Performance Agreement YWC-95-CDBG-29, it will comply with and agrees to the following:

1. Restrictions on Sale or Alteration of Use of Property. During the Effective Period defined below, all activities operated from the property described above shall be for the benefit of persons or households of which at least 51% have low- to moderate-income as defined by the U.S. Department of Housing and Urban Development. The Agency shall not, during the Effective Period defined below, sell the property or alter the use of the property so to be in conflict with the Scope of Services or this section. In the event that the Agency does not fully comply with the provisions of this section, the County shall invoke the provisions in Section 2 below.

2. Agency Selling or Altering Use of Property - Remedies. In the event that the Agency either sells the property or alters the use of the property in way that no longer conforms to the use specified in Part I, Section D of the Specific Performance Agreement YWC-95-CDBG-29, the Agency shall reimburse a pro-rata share of Pinellas County funds used for the Project specified in Part I, Section A of the Specific Performance Contract YWC-95-CDBG-29. The amount reimbursed shall be the current fair market value of the property listed above less any portion of the value attributable to the expenditure of funds other than grant funds as specified in that Specific Performance Agreement YWC-95-CDBG-29 for the acquisition of, or improvement to, said property. Alternatively, the County may, solely at its option, approve any transfer of title or change in use if such transfer or change is determined by the County to be consistent with overall community development objectives and the subsequent proposed use of the property is eligible under then current Community Development Block Grant regulations.

LAND USE RESTRICTION AGREEMENT

PAGE 2 of 2

3. **Effective Period.** For the purposes of this Land Use Agreement, the Effective Period shall start on the day of execution by all parties of the Specific Performance Agreement YWC-95-CDBG-29 and expires thirty (30) years after that date.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

Note: Two witnesses are required
Witnesses: print or type name below signatures

WITNESS:

Peggy Sanchez
Witness #1 Print name
Katie Rocha
Witness #2 Print name

SUBRECIPIENT
By: Sharon K. Jackson
President
Title

The foregoing instrument was acknowledged before me this 6 day of November, 1995 by Sharon Jackson of YWCA, on behalf of the Agency. He/she is personally known to me or has produced as identification and (did/did not) take an oath.

(SEAL)



JUDITH HUMBERT
Comm. No. CC 470497
My Comm. Exp. Aug. 20, 1999
Bonded thru Pichard Ins. Agency

Judith Humbert
(Signature of person taking acknowledgement)
Judith Humbert
(Name of officer taking acknowledgement - typed, printed, or stamped)

(Title or rank)

(Serial number, if any)

ATTEST:
KARLEEN F. DeBLAKER, CLERK

By: Norma Grant
Deputy Clerk

PINELLAS COUNTY, FLORIDA
by and through its
Board of County Commissioners
By: Steven M. Seiber
Steven M. Seiber, Chairman

STATE OF FLORIDA)
COUNTY OF PINELLAS)

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: A. A. Hodges
Attorney