

**City of St. Petersburg and Pinellas County
HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT**

This Covenant is made the 23rd day of May, 2023, by **FREDERICK DELA CRUZ AND JEFFREY PIPPIN, AS MANAGERS FOR 2ND STREET N, LLC**, (hereinafter referred to as the “Owner”), and in favor of **CITY OF ST. PETERSBURG, FLORIDA** (hereinafter referred to as “City”) and **PINELLAS COUNTY, FLORIDA** (hereinafter referred to as “County”), jointly and severally, for the purpose of the restoration, renovation or rehabilitation of a certain property located at 436 2nd Street North, St. Petersburg, Florida, (hereinafter, the “Property”) which is owned in fee simple by the Owner. The Property is a contributing property to the Downtown St. Petersburg Historic District listed in the National Register of Historic Places. The areas of significance of this Property, as identified in the nomination report for the Property are: () architecture, () history, () archaeology.

The Property is comprised essentially of the improvements to the following described site:

REV MAP OF ST PETERSBURG BLK 4, S 60FT OF LOT 1 & S 60FT OF E 20FT OF
LOT 2

In consideration of the historic preservation property tax exemptions granted by the City and the County resulting from the restoration, renovation, or rehabilitation of the Property by the Owner, the Owner hereby agrees to the following for the period of the tax exemption, which is from January 1, 2023, to December 31, 2032:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the City of St. Petersburg Urban Planning and

Historic Preservation Division (or successor agency thereto) (herein, the “Local Historic Preservation Office”), the address for which is:

**City of St. Petersburg
Urban Planning and Historic Preservation Division
Planning and Development Services
PO Box 2842
St. Petersburg, Florida 33731**

3. [Only for properties of archaeological significance] The Owner agrees to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owner agrees that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owner or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will follow the procedures set forth in City Code Section 16.30.070.4.F.7. If the City Council makes a determination that that the exemption shall be revoked, the Local Historic Preservation Office shall provide written notice of the decision to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform both the Local Historic Preservation Office and the County in writing of the damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the City. Such restoration and reconstruction work shall also be reported to the County.

7. If the Property is destroyed or severely damaged by accidental or natural causes during the Covenant period, such that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will inform both the Local Historic Preservation Office and the County in writing of the loss or damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the loss or damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In accordance with City Code Section 16.30.070.4.F.7, the City Council shall hold a public hearing to determine whether the exemption shall be revoked. The Local Historic Preservation Office will provide written notice of such proceedings to the owner at least ten days before the public hearing. If the City Council determines that the Property is no longer eligible for tax exemption, the Local Historic Preservation Office will notify the Owner and the Pinellas County Property Appraiser in writing so that the tax exemption may be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. For the purpose of this Covenant, “gross negligence” means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owner shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owner cannot show such circumstances, the Owner shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the Owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will follow the procedures set forth in City Code Section 16.30.070.4.F.7. If the City Council makes a determination that that the exemption shall be revoked, the Local Historic Preservation Office shall provide written notice of the decision to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owner shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owner, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

WITNESSES

[Signature]
Witness Signature

Katherine Connell
Printed or typed name of Witness

4/11/2023
Date

[Signature]
Witness Signature

Kelly Perkins
Printed or typed name of Witness

4/11/2023
Date

OWNER

FREDERICK DELA CRUZ

By: [Signature]
Owner Signature

FREDERICK DELA CRUZ
Printed or typed name of Owner

4/11/2023
Date

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 11th day of April, 2023, by **FREDERICK DELA CRUZ**, in his capacity as Owner of 436 2nd Street North, who is personally known to me, or has provided D# 0426-241-89-261-0 as identification.



[Signature]
(Notary Signature)
Commission expires:

WITNESSES

[Signature]
Witness Signature

Katherine Connell
Printed or typed name of Witness

4/11/2023
Date

[Signature]
Witness Signature

Kelly Perkins
Printed or typed name of Witness

4/11/2023
Date

OWNER

JEFFREY PIPPIN

By:

[Signature]
Owner Signature

Jeffrey Pippin
Printed or typed name of Owner

4/11/2023
Date

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 11th day of April, 2023, by **JEFFREY PIPPIN**, in his capacity as Owner of 436 2nd Street North, who is personally known to me, or has provided DL# P150-434-94-091-0 as identification.



[Signature]
(Notary Signature)
Commission expires:

WITNESSES

[Signature]
Witness Signature

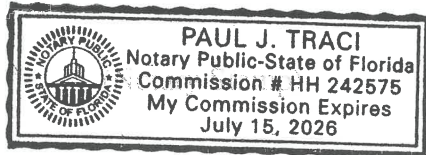
Marie N. Charles
Printed or Typed Name of Witness

[Signature]
Witness Signature

Kali C. Danahue
Printed or Typed Name of Witness

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 21st day of April, A.D. 2023, by Robert M. Gerdes and Chandrahasa Srinivasa, as City Administrator and City Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.



CITY OF ST. PETERSBURG,
FLORIDA

[Signature]
By: _____

Robert M. Gerdes, City Administrator

ATTEST:

[Signature]
By: _____

Chandrahasa Srinivasa, City Clerk



(Affix Seal)

[Signature]
(Notary Signature) Paul J. Traci
Commission Expires: 7/15/2026

APPROVED AS TO CONTENT:

[Signature]
City Attorney (Designee)
By: [Signature]

APPROVED AS TO FORM:

[Signature]
City Attorney (Designee)
By: [Signature]

ATTEST:
KENNETH BURKE, CLERK

[Signature]
By: _____
Deputy Clerk

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

[Signature]
By: _____
Chairman

APPROVED AS TO FORM:

[Signature]
Office of the County Attorney