

This instrument was prepared by:  
Marcella Faucette, Pinellas County Housing  
and Community Development Department  
310 Court Street, 1<sup>st</sup> Floor  
Clearwater, FL 33756

**FIRST AMENDMENT TO  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD  
LAND USE RESTRICTION AND SUBRECIPIENT AGREEMENT  
WITH HOMELESS EMERGENCY PROJECT, INC. D/B/A HOMELESS EMPOWERMENT PROGRAM  
(Agreement No.: CD24HEP)**

THIS FIRST AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD LAND USE RESTRICTION AND SUBRECIPIENT AGREEMENT (hereinafter FIRST AMENDMENT), is made and entered into by and between **Pinellas County** (hereinafter COUNTY), a political subdivision of the State of Florida, having its principal office at 315 Court Street, Clearwater, Florida 33756, and **Homeless Emergency Project, Inc. d/b/a Homeless Empowerment Program** (hereinafter AGENCY), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office at 1120 North Betty Lane, Clearwater, Florida 33755.

THIS FIRST AMENDMENT shall be properly filed and recorded by the County in the official public records of Pinellas County, Florida and shall constitute an amendment to the restriction upon the use of the property, subject to and in accordance with the terms contained herein:

WHEREAS, COUNTY entered into a Community Development Block Grant Program Subaward Land Use Restriction and Subrecipient Agreement, Agreement No.: **CD24HEP (AGREEMENT)** with AGENCY on December 13, 2024, to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), **\$140,500.00 (One Hundred Forty Thousand, Five Hundred and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to AGENCY for facility improvements, as recorded in Official Records Book 23010, Pages 2243-2278 (hereinafter AGREEMENT); and

WHEREAS, the 2024-2025 Action Plan, approved by the Board in Resolution 24-46, identified funding be provided to AGENCY for facility rehabilitation including replacing roof, siding, windows, doors, and stairwell, including site preparation, land scaping, irrigation and crawlspace and ventilation at the AGENCY'S Family Transition Program Shelter, located at 1277 Otis C. Green Drive, Clearwater, FL 33755 (hereinafter PROJECT); and

WHEREAS, due to unforeseen delays in the permitting process during the commencement of the rehabilitation project, the AGENCY will not be able to complete the PROJECT on or before the AGREEMENT expiration date of September 30, 2025; and

WHEREAS, the COUNTY will extend the AGREEMENT expiration date six (6) months to **March 31, 2026**, to allow time for PROJECT completion; and

WHEREAS, as a result of the extension of the term of the AGREEMENT for the PROJECT, the restricted period of the land use restriction will be extended six (6) months to **April 1, 2036**; and

NOW, THEREFORE, in consideration of the promises and mutual covenants, contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

**Article 1. Recitals.** The above recitals are true and correct and are incorporated herein by reference.

**Article 2. Amended Terms and Conditions.** The terms and conditions of the AGREEMENT are hereby amended and restated as follows:

**3. TERM OF SPECIFIC PERFORMANCE AGREEMENT; EFFECTIVE DATE**

This Agreement shall become valid and binding upon proper execution by the parties hereto, and unless terminated pursuant to the term herein, shall continue in full force and effect until **March 31, 2026**, or until COUNTY'S full and complete disbursement of funding to AGENCY, whichever comes first. AGENCY may use funds provided herein to cover eligible PROJECT expenses incurred by the AGENCY between **October 1, 2024, and March 31, 2026**.

Notwithstanding the termination of the AGREEMENT, the use restrictions referenced in section 7. Reversion of Assets; Land Use Restrictions, shall remain in full force and effect, restricting the use of the PROPERTY to the use outlined herein, from the Effective Date of this AGREEMENT until the end of the Restricted Period referenced in section 7. Reversion of Assets; Land Use Restrictions.

**5. SPECIFIC GRANT INFORMATION**

(e)	Subaward Period of Performance Start and End Date	10/01/2024 - 03/31/2026
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**7. REVERSION OF ASSETS; LAND USE RESTRICTIONS**

- 1) **Restricted Period:** Notwithstanding the termination of the AGREEMENT, the land use restrictions referenced herein shall remain in full force and effect, restricting the use of the PROPERTY to the use outlined herein, from the Effective Date of this AGREEMENT until **April 1, 2036** (RESTRICTED PERIOD).

**Article 3. Terms and Conditions.** Except as otherwise stated herein, the terms and conditions of the Agreement shall remain in full force and effect.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the last date of execution as shown below.

Signed, sealed, and delivered in the presence of:

APPROVED AS TO FORM  
By: Derrill McAteer  
Office of the County Attorney

**PINELLAS COUNTY, FLORIDA**

a political subdivision of the State of Florida

By: 

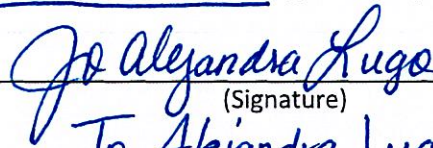
Name: Barry A. Burton  
Title: County Administrator  
Address: 315 Court Street  
Clearwater, FL 33756

Date: July 30, 2025

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ( ) online notarization, this 30 day of July 2025, by Barry A. Burton, County Administrator, Pinellas County, a political subdivision of the State of Florida, who is ☒ personally known to me or ( ) who has produced \_\_\_\_\_ as identification.



  
(Signature)  
Jo Alejandra Lugo - HH 574186  
(Name of Notary, typed, printed, or stamped)

Signed, sealed, and delivered in the presence of:

**AGENCY: Homeless Emergency Project, Inc., d/b/a  
Homeless Empowerment Program, a  
Florida Not-for-Profit Corporation**

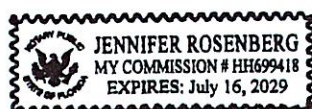
By: 

Name: Ashley Lowery, President/CEO  
Address: 1120 North Betty Lane  
Clearwater, FL 33764-6866

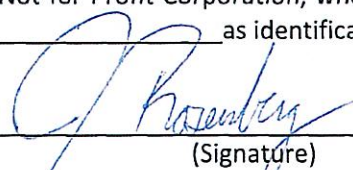
Date: 7/29/2025

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ( ) online notarization, this 29th day of July 2025, by Ashley Lowery, President/CEO, Homeless Emergency Project, Inc., d/b/a Homeless Empowerment Program, a Florida Not-for-Profit Corporation, who is ☒ personally known to me or ( ) who has produced \_\_\_\_\_ as identification.



(NOTARY STAMP/SEAL ABOVE)

  
(Signature)

(Name of Notary, typed, printed, or stamped)