

**THIRD AMENDMENT TO  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD  
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT  
(Agreement No.: CD20PARCBV)**

THIS THIRD AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT (THIRD AMENDMENT), is made and entered into by and between **Pinellas County** (COUNTY), a political subdivision of the State of Florida, having its principal office at 315 Court Street, Clearwater, Florida 33756, and **PARC Housing II, Inc.**, (AGENCY), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office 3190 Tyrone Boulevard North, St. Petersburg, Florida 33710.

WITNESSETH:

WHEREAS, the COUNTY entered into a Community Development Block Grant Program Subaward Specific Performance and Land Use Restriction Agreement, Agreement No.: CD20PARCBV, with AGENCY on October 5, 2020 (AGREEMENT), to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), \$75,703.00 in Community Development Block Grant (CDBG) funds to AGENCY for energy efficiency upgrades at the Burkett Villa Group Home, located at 5353 – 31<sup>st</sup> Street North, St. Petersburg, Florida 33714-2402, as recorded in Official Records Book 21227, Pages 1728-1757 (PROJECT); and

WHEREAS, the COUNTY executed a First Amendment to AGREEMENT with the AGENCY on August 3, 2021, wherein the COUNTY extended the terms of the specific performance period and restricted period, as recorded in Official Records Book 21661, Pages 1391-1393; and

WHEREAS, the COUNTY executed a Second Amendment to AGREEMENT with the AGENCY on December 14, 2021, wherein the COUNTY extended the terms of the specific performance period and restricted period, as recorded in Official Records Book 21867, Pages 1309-1311 (hereinafter the Second Amendment); and

WHEREAS, the Second Amendment states that the PROJECT activities shall be completed by the expiration date of March 31, 2022; and

WHEREAS, due to Duke Energy delays making necessary upgrades to the existing transformer, the AGENCY will not be able to complete the PROJECT on or before the expiration date of March 31, 2022; and

WHEREAS, the AGENCY has requested, and the COUNTY has agreed, to extend the AGREEMENT expiration date; and

WHEREAS, providing an extension to the term of the AGREEMENT for the PROJECT requires that the restricted period of the land use restriction be extended; and

WHEREAS, the AGENCY and the COUNTY have agreed to extend the AGREEMENT expiration date six (6) months to September 30, 2022 and the Restriction Period six (6) months to October 1, 2029.

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 **September 30, 2022**, 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, 2020** and **September 30, 2022**.

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	October 1, 2020 - September 30, 2022
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**7. REVERSION OF ASSETS; LAND USE RESTRICTIONS**

**b) 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 **October 1, 2029** (hereinafter the 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.

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

ATTEST:

PINELLAS COUNTY, FLORIDA  
a political subdivision of the State of Florida

s/Jo Lugo  
\_\_\_\_\_  
Witness #1 Signature

By: Barry A. Burton  
\_\_\_\_\_  
Barry A. Burton, County Administrator

Jo Lugo  
\_\_\_\_\_  
Print or Type Name

Date: 3/30/2022

Jandra L. Shields  
\_\_\_\_\_  
Witness #2 Signature

Jandra L. Shields  
\_\_\_\_\_  
Print or Type Name

ATTEST:

AGENCY: PARC Housing II, Inc.

\*Note: Two witnesses are required\*

Vickie Laurato  
\_\_\_\_\_  
Witness #1 Signature

By: Michelle Steele CEO  
\_\_\_\_\_  
Name/Title

VICKIE LAURATO  
\_\_\_\_\_  
Print or Type Name

Date: 3/29/22

Marion E. White  
\_\_\_\_\_  
Witness #2 Signature

Marion E. White  
\_\_\_\_\_  
Print or Type Name

I, Kenneth P. Burke, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida. Witness my hand and seal of said County FL the 31st day of March, 2022

KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.

By: Kenneth P. Burke  
\_\_\_\_\_  
Deputy Clerk

APPROVED AND FORWARDED  
By: Ann M. Adams  
Office of the County Attorney

