

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

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
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**SECOND AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
LAND USE RESTRICTION AND SUBRECIPIENT AGREEMENT
WITH WESTCARE GULF COAST-FLORIDA, INC.
(Agreement No.: CD24WCMS)**

THIS SECOND AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD LAND USE RESTRICTION AND SUBRECIPIENT AGREEMENT (hereinafter SECOND 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 **WestCare Gulfcoast - Florida, Inc.** (AGENCY), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office at 8800 - 49th Street North, Suite 402, Pinellas Park, Florida 33782-5353:

THIS SECOND 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, the COUNTY entered into a Community Development Block Grant Program Subaward Land Use Restriction and Subrecipient Agreement, Agreement No.: **CD24WCMS (AGREEMENT)** with AGENCY on April 25, 2025, to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), **\$54,173.00 (Fifty-Four Thousand, One Hundred Seventy-Three and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to AGENCY for facility improvements, as recorded on May 2, 2025, in Official Records Book 23149, Pages 1181-1218 (hereinafter AGREEMENT); and

WHEREAS, as a requirement of the funding, the AGENCY executed a Declaration of Restrictions, as recorded on May 2, 2025, in Official Records Book 23149, Pages 1219-1220; and,

WHEREAS, the COUNTY executed a First Amendment to AGREEMENT with AGENCY on August 26, 2025, wherein the COUNTY extended the term of the Agreement six (6) months to March 31, 2026, and extended the term of the Restricted period six (6) months to April 1, 2032, as recorded September 16, 2025, in Official Records Book 23297, Pages 665-667; and

WHEREAS, as a result of the extension of the restricted period of the land use restriction, a First Amendment to the Declaration of Restrictions was executed by AGENCY, as recorded on September 16, 2025, in Official Records Book 23297, Pages 668-669; and

WHEREAS, due to delays in the approval process by the City of St. Petersburg for COUNTY permitting, as well as contractor selection issues, the AGENCY will not be able to complete the PROJECT on or before the AGREEMENT expiration date of March 31, 2026; and

WHEREAS, the COUNTY will extend the AGREEMENT expiration date three (3) months to **June 30, 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 three (3) months to **July 1, 2032**; and

WHEREAS, as a result of the extension of the restricted period of the land use restriction, a Second Amendment to the Declaration of Restrictions, Exhibit 1, will be executed by AGENCY and recorded simultaneously with this Second Amendment; 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 **June 30, 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 June 30, 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 - 06/30/2026
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7. RESTRICTIONS ON USE

- a) The AGENCY covenants and agrees that the PROPERTY shall be used as transitional housing for homeless adults recovering from alcohol, drug abuse, and/or mental illness, at least 51% of which are low-to moderate-income households whose income does not exceed 80% of Area Median Income, as defined by HUD, through **July 1, 2032**, unless an alternative use is approved in writing by COUNTY prior to a conversion to such alternative use.

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 McTier
Office of the County Attorney

PINELLAS COUNTY, FLORIDA

a political subdivision of the State of Florida

By: Barry Burton

Name: Barry A. Burton

Title: County Administrator

Address: 315 Court Street
Clearwater, FL 33756

Date: February 27, 2026

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of February 2026, 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.

Jo Alejandra Lugo

(Signature)

Jo Alejandra Lugo

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

(NOTARY STAMP/SEAL ABOVE)
JO ALEJANDRA LUGO
NOTARY PUBLIC
MY COMMISSION
EXPIRES 9-6-2028

Signed, sealed, and delivered in the presence of:

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 this 27th day of MAY, 2026.

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

By

Deputy Clerk

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 20 day of February 2026, by Danny Blanco, COO, WestCare Gulfcoast-Florida, Inc., a Florida Not-for-Profit Corporation, who is ☐ personally known to me or ☒ who has produced 3452-160-85-339-0 as identification.



(NOTARY STAMP/SEAL ABOVE)

AGENCY: WestCare Gulfcoast-Florida, Inc.
a Florida Not-for-Profit Corporation

By: Danny Blanco

Name: Danny Blanco

Title: COO

Address: 8800 49th Street N, Suite 402
Pinellas Park, FL 33782

Date: 2/20/26

Resolution Resolution WCGC 2026-01

(Signature)

Monica Dulanto

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

EXHIBIT 1

Prepared by and return to:
Marcella Faucette
Pinellas County Housing & Community Development
310 Court Street
Clearwater, Florida 33756

Property Appraiser's Parcel Identification No.
23-31-16-35082-024-0010

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2026144668 05/29/2026 01:12 PM
OFF REC BK: 23575 PG: 171-172
DocType:RST

DECLARATION OF RESTRICTIONS – 2ND AMENDMENT

THIS SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS ("Second Amendment") made is this ____ day of _____, 2026, by **WestCare Gulfcoast-Florida, Inc.** ("Grantor"), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office at 8800 – 49th Street North, Suite 402, Pinellas Park, Florida 33782-5353 and **Pinellas County** ("County"), a political subdivision of the State of Florida, having its principal office at 315 Court Street, Clearwater, Florida 33756.

THIS SECOND 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, Grantor entered into Community Development Block Grant Program Subaward Land Use Restriction and Subrecipient Agreement CD24WCMS ("Agreement") with County, as recorded in Official Records Book 23149, Pages 1181-1218, for funding to rehabilitate Grantor's property located at 2510 Central Avenue, St. Petersburg, FL 33712, in Pinellas County, Florida; and

WHEREAS, as required by the Agreement, Grantor executed a Declaration of Restrictions, as recorded on May 2, 2025, in Official Records Book 23149, Pages 1219-1220, to restrict the use of the Property; and

WHEREAS, Grantor executed a First Amendment to Agreement CD24WCMS ("First Amendment") with County, on August 26, 2025, wherein the County extended the term of the Agreement six (6) months to March 31, 2026 and extended the term of the Restricted period six (6) months to April 1, 2032, as recorded September 16, 2025, in Official Records Book 23297, Pages 665-667; and

WHEREAS, as a result of the extension of the restricted period of the land use restriction, a First Amendment to the Declaration of Restrictions was executed by Grantor, as recorded on September 16, 2025, in Official Records Book 23297, Pages 668-669; and

WHEREAS, Grantor has executed a Second Amendment to Agreement CD24WCMS, to extend the term of the Agreement three (3) months to June 30, 2026, and extended the term of the Restricted period three (3) months to July 1, 2032; and

WHEREAS, as a result of the extension to the term of Agreement CD24WCMS, it is necessary to amend the Restricted Period of the Declaration of Restrictions.

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 Declaration of Restrictions are hereby amended and restated as follows:

2. The restrictions herein shall remain in effect for a period of six (6) years beginning on **July 1, 2026** ("Restricted Period") and shall run with the land.

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

IN WITNESS WHEREOF, Agency has executed this Restrictive Covenant the day and year first above written.

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 this 27th day of MAY, 2026.

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

By [Signature]
Deputy Clerk

AGENCY: WestCare Gulfcoast-Florida, Inc.
a Florida Not-for-Profit Corporation

By: [Signature]
Name: Danny Blanco
Title: COO
Address: 8800 49th Street N, Suite 402
Pinellas Park, FL 33782
Date: 2/20/26
Resolution WCGC 2026-01

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 20 day of February, 2026, by Danny Blanco, COO, **WestCare Gulfcoast-Florida, Inc.**, a Florida Not-for-Profit Corporation, on behalf of the corporation, who is () personally known to me or () who has produced 3452-160-85-339-0 as identification.



(NOTARY STAMP/SEAL ABOVE)

[Signature]
(Signature)
Monica Dulanto
(Name of Notary, typed, printed, or stamped)