

**City of Tarpon Springs and Pinellas County  
HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT**

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This Covenant is made the 19 day of April, 2018, by **ROBERT SYLVESTER for FLORIDA FARMHOUSE, LLC.**, (hereinafter referred to as the “Owners”), and in favor of **CITY OF TARPON SPRINGS, 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 312 East Tarpon Avenue, Tarpon Springs, Florida, Florida Farmhouse, LLC. (Marcus Occhipinti M.D.), which is owned in fee simple by the Owners. The Property is a contributing property to the Tarpon Springs Historic District and to the National Register of Historic Places. The areas of significance of this property, as identified in the local designation report for the property are: (  ) architecture, (  ) history, (  ) archaeology.

The Property is comprised essentially of the improvements to the following described site (herein, the “Property”):

Lots 8 and 9, Block 40-B, A.P.K. Safford’s Subdivision, of block forty, Tarpon Springs, as per the plat thereof, recorded in Plat Book 005, Page 024, of the Public Records of Pinellas County, Florida

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 Owners, the Owners hereby agree to the following for the period of the tax exemption, which is from January 1, 2017, to December 31, 2026:

1. The Owners agree 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 Owners agree that no visual or structural alterations will be made to the Property without prior written permission of the City of Tarpon Springs Planning and Zoning Department (or successor agency thereto) (herein, the “Local Historic Preservation Office”), the address for which is:

**City of Tarpon Springs  
Planning and Zoning Department  
Post Office Box 5004  
Tarpon Springs, Florida 34688-5004  
(727) 942-5611 Phone**

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

4. The Owners agree 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 Owners or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will report such violation to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owners 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 Owners 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 Owners 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 Owners 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 Owners 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. The Local Historic Preservation Office will evaluate the information provided, make a determination regarding removal of the Property from eligibility for tax exemption, and notify the Owners in writing of its determination regarding removal of the Property. If the Local Historic Preservation Office determines that the Property should be removed from eligibility for tax exemption, the Local Historic Preservation Office will notify 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 Owners.

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 Owners, the Local Historic Preservation Office shall notify the Owners 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 Owners shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owners cannot show such circumstances, the Owners 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 Owners 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 Owners and the Local Historic Preservation Office. If the Owners do not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation 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 Owners 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 Owners, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

WITNESSES

Patricia L. McNeese  
Witness Signature

Patricia L. McNeese  
Printed or typed name of Witness

April 19, 2018  
Date

[Signature]  
Witness Signature

Carolyn M. Wagner  
Printed or typed name of witness

4-19-18  
Date

OWNERS

**ROBERT SYLVESTER**

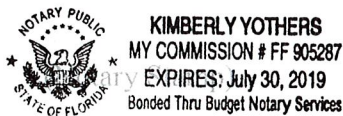
By: [Signature]  
Owner Signature

Robert L. Sylvester Jr  
Printed or typed name of Owner

April 19, 2018  
Date

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 19 day of April, 2018, by **ROBERT SYLVESTER**, in his capacity as Owner of 312 East Tarpon Avenue, the Florida Farmhouse, LLC. (Marcus Occhipinti M.D.), who is personally known to me, or has provided FLDL# 5412-772-61-362-0 as identification.



[Signature]  
(Notary Signature)  
Commission expires:

WITNESSES

Crystal Kowley  
Witness Signature

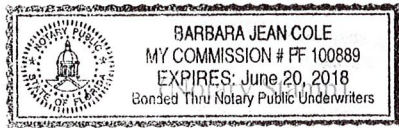
CRYSTAL KOWLEY  
Printed or Typed Name of Witness

Mary Ann A. Petruc  
Witness Signature

MARY ANN A. PETRUC  
Printed or Typed Name of Witness

STATE OF FLORIDA       )  
COUNTY OF PINELLAS    )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of April A.D. 2018, by Mark LeCouris and Irene Jacobs, as City Manager and City Clerk, respectively, of the City of Tarpon Springs, 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.



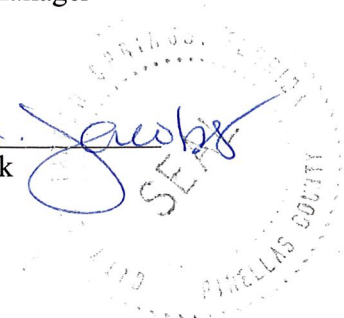
CITY OF TARPON SPRINGS,  
FLORIDA

By: Mark LeCouris  
Mark LeCouris, City Manager

ATTEST:

By: Irene Jacobs  
Irene Jacobs, City Clerk

(Affix Seal)



Barbara Jean Cole  
(Notary Signature)  
Commission Expires: 6/20/18

APPROVED AS TO CONTENT:

\_\_\_\_\_  
City Attorney (Designee)  
By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney (Designee)  
By: \_\_\_\_\_

ATTEST:  
KENNETH BURKE, CLERK

By: \_\_\_\_\_  
Deputy Clerk

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

By: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney