

**FIRST AMENDMENT TO
LAND USE RESTRICTION AGREEMENT**

PINELLAS COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS LAND USE RESTRICTION AGREEMENT AMENDMENT (hereinafter known as "AMENDMENT") is entered into this _____ day of _____, 2018, between Pinellas County (**COUNTY**), a political subdivision of the State of Florida, having its principal office at 315 Court Street, Clearwater, Florida 33756 and **WestCare Gulf Coast- Florida, Inc. (AGENCY)**, a not-for-profit corporation organized under the laws of the State of Florida, including its successors, assigns, and transferees, having its principal office at 100 Second Avenue South, Suite 901 South, St. Petersburg, Florida 33701:

This AMENDMENT, executed in accordance with provisions of Specific Performance Agreement **CD17WC**, shall be properly filed and recorded by the **COUNTY** in the official public records of Pinellas County, Florida and shall constitute a restriction upon the use of the property subject to and in accordance with the terms contained herein:

WITNESSETH:

WHEREAS, the **COUNTY** and **AGENCY** entered into a Land Restriction Agreement on October 2, 2017, which was recorded in Official Records Book 19793, Pages 2176-2178, wherein the **COUNTY** provided **\$90,000.00 (Ninety Thousand and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds for elevator repairs, parking lot improvements, and the purchase and installation of client lockers at the Davis Bradley Community Involvement Center; and

WHEREAS, the 2017-2018 Action Plan, approved by the Board in Resolution 17-37, identified funding be provided to **AGENCY** for elevator repairs, parking lot grading, resealing and restriping, and the purchase and installation of client lockers at the Davis Bradley Community Involvement Center (the "PROJECT"); and

WHEREAS, additional CDBG funding in the amount of **\$95,365.00 (Ninety-Five Thousand Three Hundred Sixty-Five and NO/100 Dollars)** has been provided to the **AGENCY** to complete the PROJECT; and

WHEREAS, additional time is needed to complete the parking lot improvements and locker replacement; and

WHEREAS, as a condition of receipt of these funds, **AGENCY** agreed to enter into a land use restriction agreement; and

WHEREAS, the increase the total CDBG funding provided to the PROJECT requires an extension of the Effective Period of the land use restriction placed on the Property.

NOW THEREFORE, the parties do hereby covenant and agree that the recitals set forth above are true and accurate and are hereby incorporated in and made a part of this AMENDMENT, and further covenant and agree to amend the Land Use Restriction Agreement referenced and incorporated herein as follows:

1. **Effective Period:** For the purposes of the AGREEMENT, the Effective Period shall expire on **December 31, 2030.**
2. **Remaining Provisions:** To the extent not modified herein, all terms and provisions of the Land Use Restriction Agreement remain unaltered and in full force and effect.

(SIGNATURE PAGE/S FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written. *Note: Two witnesses are required*

ATTEST:

PINELLAS COUNTY, FLORIDA

a political subdivision, by and through its
County Administrator

Witness #1 Signature

By: _____
Mark S. Woodard, County Administrator

Print or Type Name

Date: _____

Witness #2 Signature

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

Print or Type Name

By: Chelsea Hardy
Chelsea D. Hardy, Assistant County Attorney

ATTEST:

AGENCY: WestCare Gulf Coast Florida, Inc.

Witness #1 Signature

By: _____
James A. Dates, V.P.

Print or Type Name

Date: _____

Witness #2 Signature

Print or Type Name

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____ on behalf of the **AGENCY**. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Signature

(NOTARY STAMP/SEAL ABOVE)

Name of Notary, typed, printed or stamped