

This instrument was prepared by:  
Pinellas County  
Community Development Department  
440 Court Street, 2<sup>nd</sup> Floor Clearwater, FL 33756

PINELLAS COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
AGENCY AGREEMENT  
**State Housing Initiative Partnership (SHIP) Program**

THIS AGREEMENT is entered into as of the 22 day of June, 2021, by **Delmar Terrace South, LLC, a Florida Limited Liability Company (Delmar)**, (herein **AGENCY**), whose principal address is **720 Olive Street, Suite 2500, St. Louis, MO 63101** and Pinellas County (herein **COUNTY**), a political subdivision of the State of Florida, whose address is 440 Court Street, 2<sup>nd</sup> Floor, Clearwater, Florida 33756.

WHEREAS, the **COUNTY** provides funding for affordable housing for eligible persons as defined by the **State Housing Initiative Partnership Program** (herein **SHIP**), in Chapter 420, Part VII, Florida Statutes and Rule Chapter 67-37, Florida Administrative Code; and

WHEREAS, the **COUNTY** operates a program offering SHIP funds to provide such financing (herein Program); and

WHEREAS, the **AGENCY** has applied for affordable housing funds as part of the financing needed for **the construction of sixty five low income rental units**, and

WHEREAS, the **COUNTY** desires to grant said application and provide such funding to the **AGENCY** for the purposes described herein; and

WHEREAS, the parties desire to enter into a written agreement assuring that the housing is developed in compliance with the terms and conditions imposed by the Program; and

WHEREAS, the **COUNTY** and the **AGENCY** have entered into a Promissory Note (herein Note) and Mortgage (herein Mortgage) of even date;

NOW THEREFORE, in consideration of the five hundred thousand dollars (\$500,000.00) the **COUNTY** reimburse the **AGENCY** pursuant to the Note, Mortgage, and promises and covenants contained herein, the **AGENCY** agrees as follows:

1. **Use of SHIP PROGRAM Funds**: The **AGENCY** shall use the SHIP funds provided to partially finance **the construction of sixty five low income rental units** on the following described property located in the County of Pinellas, State of Florida at **745 Delmar Terrace South, St. Petersburg, FL 33755** to be known as **745 Delmar**; (herein Project) more properly described as:

**LEGAL DESCRIPTION**  
**(herein Property)**  
See Exhibit "A"

The Project is to be developed as affordable residential rental housing in accordance with the Program.

The **AGENCY** covenants that **all sixty five (65)** of the units will be rented to income-eligible tenants as defined below, for **30** years, regardless of whether the debt under the Mortgage and Note is paid in full and satisfied(hereinafter the "Affordability Period"). This Agreement incorporates by reference terms and conditions described in the Mortgage and Note of even date and any other agreements enforcing the **State**

**Housing Initiatives Program (SHIP)** requirements associated with said Mortgage and Note. The budget for the Project is estimated to be **(\$22,322,830.00) Twenty Two Million Three Hundred Twenty Two Thousand Eight Hundred Thirty and No/100 Dollars** of which, up to **(\$500,000.00) Five Hundred Thousand and No/100 Dollars** is provided by the **COUNTY** through the **SHIP PROGRAM**. Project construction will be completed as defined and set forth in the affordable housing development schedule attached hereto as Schedule A. In no event will the Project be completed later than 12 months from the date of this agreement. Construction will progress in accordance with the construction schedule submitted by AGENCY and as incorporated in Schedule A.

2. Affordability of SHIP -Assisted Units: For the duration of the Affordability Period all **sixty five** units in the Project shall be SHIP-Assisted units.

**Ten (10)** SHIP-Assisted units in the Project shall be rented or held available for rental on a continuous basis to persons or families who, at the commencement of occupancy shall have a verified annual income that does not exceed **fifty percent (50%)** of the Area Median Income (AMI) as defined by the Department of Housing and Urban Development (HUD). **Fifty Five (55)** SHIP-Assisted units in the Project shall be rented or held available for rental on a continuous basis to persons or families who, at the commencement of occupancy shall have a verified annual income that does not exceed **sixty percent (60%)** of the Area Median Income (AMI) as defined by the Department of Housing and Urban Development (HUD). Rents on these units shall be restricted to the **SHIP PROGRAM Rent** limits. Maximum eligible income and rent limits are revised annually and are available from the COUNTY.

3. Income Determination. The Agency shall determine and verify the Income Eligibility of tenants in accordance with HUD Section 8 housing assistance programs in 24 CFR Part 5. Income shall be calculated by annualizing verified sources of income for the household as the amount of income to be received by a household during the 12 months following the effective date of the determination. Annual Gross Income, as defined in Section 420.9071(4), F.S, must be used and the SHIP Program income limits cannot be exceeded. Agency shall maintain complete and accurate income records pertaining to each tenant occupying a SHIP-assisted unit. At a minimum, records for each occupied SHIP-assisted unit shall contain following documentation:

1. The tenant's complete application and related information including the name of each household member, proof of identity, and employment, income and asset information for each household member;
2. A copy of the lease agreement listing the term of tenancy and each tenant residing in the unit;
3. Verification of income of each tenant as is acceptable to under Section 8 of the U.S. Housing Act of 1937, as amended;
4. Information as to the assets owned by each tenant; and
5. Tenant Income Certification Form, TIC-1, Rev.02/06, which is hereby incorporated by reference, for each tenant. For Section 8 clients, the HUD Forms 50058 or 50059 may be used in lieu of TIC-1.

4. Compliance: The AGENCY shall determine and verify the income eligibility of tenants in accordance with HUD Section 8 housing assistance programs in 24 CFR Part 5 for the Project. Income shall be calculated by annualizing verified sources of income for the household as the amount of income to be received by a household during the 12 months following the effective date of the determination. The Annual Gross Income, as defined in Section 420.9071(4), F.S, must be used and the SHIP Program income limits cannot be exceeded. The AGENCY shall maintain complete and accurate income records pertaining to each tenant occupying a SHIP-assisted unit.

5. Assurance of Public Purpose: The AGENCY covenants that no lease, sale, or title transfer to any third party shall occur prior to giving the COUNTY, a 90 (Ninety) day notification, during which time the COUNTY shall have the right, solely at the COUNTY'S discretion, to purchase or find another AGENCY to

purchase the Project, in order to carry out the eligible activities of the SHIP Program. Notwithstanding the foregoing, such rights shall be subject to the senior lender and the Agency's investor.

6. Affirmative Marketing: The AGENCY shall adopt appropriate procedures for affirmatively marketing the SHIP-assisted units. Affirmative marketing consists of good faith efforts to provide information and otherwise to attract to the available housing, eligible persons from all racial, ethnic and gender groups in the housing market area. The AGENCY shall be required to use affirmative fair housing marketing practices in soliciting renters, determining eligibility, concluding transactions, and affirmatively further fair housing efforts. The AGENCY must maintain a file containing all marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters, etc.) to be available for inspection on request by the COUNTY. The AGENCY must provide a description of intended actions that will inform and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market of the available housing. The AGENCY must provide the COUNTY with an assessment of the affirmative marketing program. Said assessment must include: a) methods used to inform the public and potential renters about federal fair housing laws and affirmative marketing policy, b) methods used to inform and solicit applications from persons in the housing market who are not likely to apply without special outreach; and c) records describing actions taken by the participating entity and/or owner to affirmatively market units; and records to assess the results of these actions.

7. Tenant Leases and Protections: Tenants applying for rental housing units shall be qualified on a first-come, first-served basis. Tenants must be income-eligible and must occupy the rental unit as a primary residence. The AGENCY shall comply with the provisions of the Florida Landlord Tenant Act defined in Chapter 83 Part II of the Florida Statutes, SHIP Program, and COUNTY requirements, which prohibit certain lease terms. All tenant leases for assisted units shall be expressly subordinate to the Mortgage and shall contain clauses, among others, wherein each individual lessee:

- A. Agrees that the household income, household composition and other eligibility requirements shall be deemed substantial and material obligations of the tenancy; that the tenant will comply promptly with all requests for information with respect thereto from the AGENCY or the COUNTY, and that tenant's failure to provide accurate information about household income or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his/her tenancy; and
- B. Agrees not to sublease to any person or family who does not meet income qualifications as determined, verified, and certified by AGENCY; and
- C. States that the rental unit is the primary residence of the tenant; and
- D. Agrees that the lease shall be for a one-year period, unless other terms are mutually agreed upon by AGENCY and tenant.

8. Project Requirements: The AGENCY agrees to not undertake any activity that may adversely affect historic or environmental sensitivity of the site and to mitigate any findings identified in an environmental assessment. The AGENCY agrees that in the event that the Project is located in a Designated Flood Zone, all government requirements for construction in a flood zone shall be satisfied.

9. Debarment and Suspension: The AGENCY attests that it has not been debarred, suspended, proposed for debarment, or is ineligible from participating in federally funded projects, and acknowledges that it shall not employ, award, or fund any contractors or subcontractors that have been debarred, suspended,

proposed for debarment, or are ineligible from participating in the federally funded projects.

10. Property Standards: The AGENCY attests that the Project will meet the standards of the Florida Building Code and all applicable local codes, standards, ordinances, and zoning ordinances at the time of project completion and throughout the duration of the affordability period. The Project will also meet the accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered multifamily dwellings, as defined at 24 CFR 100.201, and the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619)

11. Property Management. The AGENCY may contract with a third-party property management firm to provide professional management services for the Property providing for leasing, collection of rents, maintenance and repair of Property, and other property management tasks in furtherance of this agreement. Notwithstanding, the AGENCY shall remain responsible and liable for all such services. The COUNTY reserves the right to APPROVE the property management firm SELECTED BY THE AGENCY. No new management agent shall be selected without at least 30 days' notice provided to the County.

12. Annual Compliance Monitoring of Project. The Agency shall permit the County or its designee to perform the compliance monitoring of the project. The compliance monitor shall be responsible for monitoring the Agency's compliance with restrictions regarding the use or occupancy of the Project, and ensure that all requirements are being satisfied on a continuing basis in accordance with this Agreement and the associated Mortgage and Note. In the event that the compliance monitor is not the County, the Agency shall be responsible for appointing a compliance monitor. The compliance monitor shall:

- A. Conduct an initial briefing with the property manager and upon any change in the entity responsible for management of the project, with such new entity, regarding procedures for filing tenant income certification forms, and compliance certificates, and for verifying income of tenants.
- B. Provide annual summary report to the County detailing the ratios of units occupied by income eligible tenants as required by this Agreement.
- C. Conduct on-site audits of the Project's tenant records for 100% of the SHIP-Assisted units and document all findings to ensure compliance with applicable regulations, terms and conditions.
- D. Review rent rolls to ensure monthly rents are in compliance with SHIP.
- E. Examine leases to ensure that all occupants of the unit are listed, and that the lease is current and fully executed.
- F. Verify annual re-certifications are performed in a timely manner.
- G. Review the certification procedures to verify that record retention requirements are being met and units are not occupied until properly certified.
- H. Inspect units for compliance with local codes and housing quality standards.
- I. Examine the current marketing materials for compliance with the Affirmative Fair Housing Marketing Plan, if applicable.
- J. Prepare Management Review Summary documenting conclusions of monitoring visit, incorporate findings of non-compliance discovered during compliance review and recommend corrective actions, as required.
- K. Provide copies of Management Review to Agency and County.

13. Acquisition, Relocation, and Displacement: The AGENCY acknowledges that the AGENCY will bear sole responsibility for any costs or reimbursements, legal or otherwise, from person or persons claiming that they have been involuntarily displaced by the acquisition of real property associated with development of the Project.

14. Nondiscrimination: The AGENCY shall not discriminate, as defined by local, State, or Federal Statutes, on the basis of race, creed, color, sex, age, disability, family status, national origin, or any other protected class in the rental of the units within the Project or in connection with the employment or application for employment of persons for the construction, or management of the Project. The AGENCY shall not illegally discriminate against prospective tenants during or after the solicitation process.

15. Records and Reports: The AGENCY shall retain all records pertaining to the Project for a minimum of the period required by Florida's General Records Schedules, five (5) years following completion of the SHIP PROGRAM-funded activity and subsequent submission of the SHIP Annual Report (APR) in which this activity reported on for the final time, or in case of litigation, claim, or audit, all records shall be retained until completion of action or resolution, whichever is longer.

For the duration of the Affordability Period, the AGENCY shall maintain accurate information regarding the occupancy and contract rents for each tenant of each SHIP-assisted unit, and shall submit this information annually to the COUNTY. Individual tenant records must be retained for the most recent five years, through five (5) years following termination of the Affordability Period.

The AGENCY shall maintain documentation demonstrating compliance with Affirmative Marketing requirements. All Project records shall be made available to Pinellas COUNTY, U.S. Department of Housing and Urban Development, representatives of the State of Florida and/or Comptroller General of the United States for audit, inspection or copying purposes during normal business hours.

16. Requests for Disbursement of Funds: The COUNTY will reimburse the AGENCY for eligible expenses as outlined herein. The AGENCY may not request disbursement of funds under this agreement or the Note until the funds have been expended by the AGENCY and are needed for reimbursement of eligible costs. The amount of each request must be limited to the amount needed. The COUNTY reserves the right to deny payment of incomplete or altered invoices, inadequately documented expenses, or expenses for items and services the COUNTY deems not to be usual, customary and reasonable expenses related to improvements of the Project.

The COUNTY shall reimburse the AGENCY based on the AGENCY'S delivery to the COUNTY of (i) an invoice, (ii) AIA G703, (iii) check request, (iv) the delivery of an executed Partial Release of Lien or Final Release of Lien for the work associated with the application for payment, and (v) such other documentation and information as reasonably requested by the COUNTY to justify the reimbursement. Requests for the payment of construction related costs shall be limited to one request per month and a total of Twelve (12) requests for the entire Project. Construction draw requests shall be in accordance with the AGENCY'S executed agreement with the construction contractor (Contractor), and prior to submission to the COUNTY shall be signed by the Contractor, the AGENCY, and a qualified owner's representative who shall attest to the completion and quality of all work for which payment is being requested. All disbursements by the COUNTY will be made to the AGENCY who shall be responsible for paying the Contractor. The COUNTY's reimbursement for eligible expenses for each request for payment shall be limited to the percent of project completion as related to the percent of total project funding provided by the COUNTY. In addition, the COUNTY will not reimburse the AGENCY for a developer fee until all required work has been satisfactorily completed and the project has obtained a Certificate of Occupancy from the governing jurisdiction. Notwithstanding anything herein to the contrary, the COUNTY shall have no obligation to fund the work if (i) the AGENCY is in default under the terms of this Agreement or any other agreement between the AGENCY and the COUNTY, or (ii) the work subject to the payment request does not meet the minimum standards set forth by the COUNTY, or (iii) the draw request includes items not in a budget approved by the COUNTY. The COUNTY has the right, to be exercised in its sole and absolute discretion, to delay funding of the work until such time that it receives a title endorsement from

a nationally recognized title insurance company providing that the Property and the improvements thereon, are free from construction liens. The AGENCY shall provide the COUNTY with contact information for the individual(s) having authority to sign all draw requests on behalf of the AGENCY. The COUNTY'S Director of the Housing and Community Department, or designee, has authority to authorize such eligible requests not to exceed the total reimbursement amount authorized herein.

17. Conflict of Interest: The AGENCY shall ensure that no consultant, officer, employee, or agent of the AGENCY will occupy any of the SHIP-assisted affordable housing units in the project.

18. Lobbying Prohibited: The AGENCY certifies, to the best of its knowledge or belief, that no state or federally appropriated funds have been paid or will be paid, by or on behalf of the AGENCY, to any person for influencing or attempting to influence any, member of Congress, the State legislature, or County government, or any officer or employee of Congress, the State legislature, or County government, or an employee of a member of Congress, the State legislature, or County government in connection with the awarding of any county, state or federal contract, the making of any county, state, or federal grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any county, state, or federal contract, grant, loan, or cooperative agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

19. Regulatory Requirements: Unearned payments under this Agreement may be suspended or terminated upon refusal to accept conditions that may be imposed by regulations and policies adopted by the County, the State of Florida, or the U.S. Department of Housing and Urban Development from time to time. The AGENCY acknowledges that this Agreement is necessary to comply with the requirements of the SHIP Program, as defined in Chapter 420, Part VII, Florida Statutes and Rule Chapter 67-37, Florida Administrative Code and other regulations incorporated herein by reference; and agrees that it will comply with; and will require all contractors, subcontractors, and assigns to comply with all terms and conditions of all such regulations. It shall be the AGENCY'S responsibility to insure that the latest versions of all laws and regulations are in its possession so as to be able to comply with their provisions.

20. Hold Harmless: The AGENCY shall defend, indemnify and hold the COUNTY and all of its officers and employees, harmless from and against all costs, expenses, liabilities, suits, claims, losses, damages, and demands of every kind or nature, by or on behalf of any person or persons whomsoever or whatsoever arising out of or in any matter resulting from or connected with any accident, injury, death or damage that may happen during the time period covered by this Agreement. The AGENCY will defend any actions or suits brought against the COUNTY by reason of the AGENCY'S failure or neglect in complying with any of the conditions and obligations of this Agreement, or any tort liability arising out of actions of the AGENCY or any of its agents or subcontractors. The COUNTY will be responsible for its own acts or omissions of negligence. Notwithstanding the foregoing, any indemnity contained herein shall be subject to, and limited by Section 768.28 of the Florida Statutes. Nothing herein shall be construed as a waiver of the COUNTY's sovereign immunity beyond the limitations set forth in F.S. Section 768.28, nor consent to be sued by third parties in any manner arising from this Agreement.

21. Insurance: The AGENCY shall maintain insurance coverage in form and amount deemed adequate by the COUNTY for all risks inherent in the functions and aspects of its operation including but not limited to risks of fire, casualty, automobile liability coverage, workmen's compensation insurance as required by law, and public liability insurance for personal injury and property damage. As a minimum, the AGENCY shall maintain public liability insurance including contractual liability coverage with a combined single limit of \$1,000,000 and automobile liability insurance with coverage including \$100,000 personal liability, \$300,000 for

any single incident and \$50,000 property damage. Property casualty and flood insurance must be maintained in an amount equal to the replacement value of the Property.

22. Copyrights and Patents: If this Agreement results in a book or other copyright materials or patent materials, The AGENCY may copyright or patent such, but Pinellas COUNTY and the State of Florida reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use such materials and to authorize others to do so.

23. Severability: Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such as determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

24. Duration of the Agreement: This Agreement must remain in effect throughout the development process of the Project and is terminated upon completion of construction and initial lease-up of all units, or twelve months from the effective date hereof, whichever date is earlier. The COUNTY's Housing and Community Development Director has authority on behalf of the COUNTY to extend the Agreement for good cause.

25. Enforcement of Agreement: The benefits of this Agreement shall inure to, and may be enforced by the COUNTY for the duration of the Agreement, whether or not the COUNTY shall continue to be the holder of the Mortgage, whether or not the Project loan may be paid in full, and whether or not any bonds issued for the purpose of providing funds for the project are outstanding. The AGENCY warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith. However, this shall not preclude the COUNTY from subordinating its loan to construction financing.

26. Assignment and Subcontracting: The AGENCY shall not assign or otherwise transfer any interest in this Agreement nor enter into any subcontract pursuant to this Agreement without the prior written approval of the COUNTY. All requirements of this Agreement shall be applicable to any subcontracts entered into under this Agreement. The COUNTY shall have the right to withhold approval at its sole discretion. Such approval shall not be unreasonably withheld. In the event of an assignment or subcontract, the AGENCY shall remain liable hereunder.

27. Default; Remedies. In the event of a default or lack of compliance on the part of the AGENCY with the terms and conditions of this Agreement, and/or any schedules attached thereto, the Mortgage or the Note, also known as the loan documents, incorporated herein by reference, or any other security instrument associated with this Agreement, the COUNTY reserves the right to exercise any corrective or remedial actions provided by law, to include, but not necessarily be limited to: (a) requesting additional information from the AGENCY to determine reasons for or extent of noncompliance or lack of performance; (b) issuing a written warning advising the AGENCY of deficiency and advising the AGENCY that more serious sanctions may be taken if situation is not remedied; (c) advising the AGENCY to suspend, discontinue or not incur costs for activities in question; (d) withholding payment for services provided; (e) foreclosing upon the full amount of the lien incurred by the Mortgage as provided by law and the Mortgage terms and conditions; (f) terminating this Agreement.

28. Force Majeure: The AGENCY covenants and agrees that subject to matters of force majeure the work shall be completed on or before Twelve (12) months from the date of this Agreement. This Agreement shall be amended between the COUNTY and the AGENCY when all permits have been issued to set forth and determine the date of commencement of the work. Matters of force majeure shall include, but not necessarily be limited to bonafide weather and natural disaster disturbances, strikes, shortages of material, governmental delays exclusive of those caused by or as a result of the fault of the Construction Manager and those matters over which the Construction Manager has no control. Force majeure shall not be construed to reduce the obligation of the AGENCY to timely complete the project because the failure of contractors and subcontractors to timely complete their work, unless such delay is within the definition of the term force majeure.

29. Forbearance not a Waiver: No forbearance on the part of the COUNTY shall constitute a waiver of any item requiring performance by the AGENCY. A waiver by the COUNTY of the AGENCY'S performance shall not constitute a waiver of any subsequent performance required by the AGENCY. No waiver shall be valid unless it is in writing and signed by an authorized representative of the COUNTY.

30. Notification: All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been served as of the postmark appearing upon the envelope if sent by the United States mail, at the address listed below, or upon the actual date of delivery if hand delivered to the address listed below. The AGENCY or the COUNTY may change the below listed address for receipt of written notices by so notifying the other in writing.

ADDRESS OF PINELLAS COUNTY

Pinellas County  
600 Cleveland Street, Suite 800  
Clearwater, Florida 33756

Attn: Affordable Housing Administrator

ADDRESS OF AGENCY

**Delmar Terrace South, LLC**  
**a Florida Limited Liability Company**  
**720 Olive St., Suite 2500**  
**St. Louis, MO 63101**

Attn: Hillary B. Zimmerman

With copies to:  
U.S.Bancorp Community Development Corporation  
1307 Washington Avenue, Suite 300  
Mail Code: SL MO RMCD  
St. Louis, MO 63103  
Project No.: \_\_\_\_\_  
Attn: Director of LIHTC Asset Management

And

Kutak Rock LLP  
1650 Farnam Street  
Omaha, NE 68102  
Attn: Jill Goldstein, Esq.

**(SIGNATURES ON FOLLOWING PAGE)**



IN WITNESS WHEREOF:

Delmar Terrace South, LLC  
A Florida Limited Liability Company  
Federal Employee ID Number: 47-2882959

\_\_\_\_\_  
Witness

By: Delmar Terrace MBS Member, Inc., its  
Managing Member

\_\_\_\_\_  
Print Name

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

Name: Hillary B. Zimmerman

Title: Vice President

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF PINELLAS } §

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by **Hillary B. Zimmerman, Vice President, Delmar Terrace MBS Member, Inc., its Managing Member** who is  personally known to me or  who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature)

(NOTARY STAMP/SEAL ABOVE)

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

Signed, sealed, and delivered in the presence of:  
\*Note: two witnesses are required.

For: Pinellas County



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

**Barry A. Burton**

County Administrator – Pinellas County

\_\_\_\_\_  
Della Klug

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Della Klug

\_\_\_\_\_  
Print Name

Date: June 22, 2021

\_\_\_\_\_  
Witness

APPROVED AS TO FORM

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



Office of the County Attorney

\_\_\_\_\_  
Print Name



**Exhibit A**  
Legal Description

PARCEL 1:

LOTS 14, 15, 16 AND 17, TIER "A", SUBDIVISION OF BLOCK 72, TOWN OF ST. PETERSBURG, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 71, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART OF.

PARCEL 2:

THE WEST 30 FEET OF LOT 18, TIER "A", SUBDIVISION OF BLOCK 72, TOWN OF ST. PETERSBURG, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 71, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART OF.

BEING FURTHER DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND BEING ALL OF LOTS 14, 15, 16, 17, TIER A, SUBDIVISION OF BLOCK 72, TOWN OF ST. PETERSBURG, ACCORDING TO THE MAP OF PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 71, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA LYING IN SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, PINELLAS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 14 ON THE NORTH RIGHT-OF-WAY LINE OF DELMAR TERRACE SOUTH; THENCE NORTH 90.00 FEET ALONG THE WEST LINE OF SAID LOT 14 TO THE SOUTH LINE OF A 10' ALLEY AND THE NORTHWEST CORNER OF SAID LOT 14; THENCE EAST 160.00 FEET ALONG SAID ALLEY TO THE NORTHEAST CORNER OF SAID LOT 17; THENCE SOUTH 90.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF DELMAR TERRACE SOUTH AND THE SOUTHEAST CORNER OF SAID LOT 17; THENCE WEST 160.00 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

TOGETHER WITH

A TRACT OR PARCEL OF LAND BEING THE WEST 30 FEET OF LOT 18, TIER A, SUBDIVISION OF BLOCK 72, TOWN OF ST. PETERSBURG, ACCORDING TO THE MAP OF PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 71, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA LYING IN SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, PINELLAS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 18 ON THE NORTH RIGHT-OF-WAY LINE OF DELMAR TERRACE SOUTH; THENCE NORTH 90.00 FEET ALONG THE WEST LINE OF SAID LOT 18 TO THE SOUTH LINE OF A 10' ALLEY AND THE NORTHWEST CORNER OF SAID LOT 18; THENCE EAST 30.00 FEET ALONG SAID ALLEY TO A POINT 10.00 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 18; THENCE SOUTH 90.00 FEET PARALLEL TO AND 10.00 FEET WEST OF THE EAST LINE OF SAID LOT 18 TO THE NORTH RIGHT-OF-WAY LINE OF DELMAR TERRACE SOUTH; THENCE WEST 30.00 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.