

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

THIS SECOND AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT (SECOND 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 (collectively the "Parties"):

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 – 31st 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 term of the specific performance period and restricted period, as recorded in Official Records Book 21661, Pages 1391-1393 to December 31, 2021; and

WHEREAS, due to delays with Duke Energy's installation of the meters needed to complete the PROJECT and the subcontractor's permitting delays with the hot water heater, the AGENCY, will not be able to complete the PROJECT on or before December 31, 2021; 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 three (3) months to March 31, 2022 and the Restriction Period three (3) months to April 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 **March 31, 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 March 31, 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 - March 31, 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 **April 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.

(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.

ATTEST:

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

Della Klug
Witness #1 Signature

By: 
Barry A. Burton, County Administrator

Della Klug
Print or Type Name

Date: December 14, 2021

s/Jo Lugo
Witness #2 Signature

APPROVED AS TO FORM
By: Aime M. Morris
Office of the County Attorney

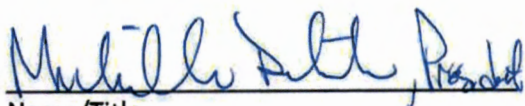
Jo Lugo
Print or Type Name

ATTEST:

AGENCY: PARC Housing II, Inc.

Note: Two witnesses are required


Witness #1 Signature

By:  + CEO
Name/Title

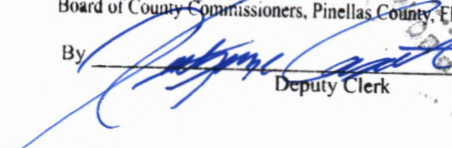
Lisa Emory
Print or Type Name

Date: 12/14/21


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 this 17 day of December, 2021.
KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk, Board of County Commissioners, Pinellas County, Florida

By: 
Deputy Clerk

