

FLU-25-00009 - FLU-25-09

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File Date: 08/20/2025

Application Status: [In Review](#)

Application Type: [Future Land Use Change](#)

Application Detail: [Detail](#)

Description of Work: [Future Land Use Map Amendment from RU to RM together with a countywide map amendment of the Property from RLM to RM.](#)

Application Name: [FLU-25-09](#)

Site Address: [13400 PINE ST, LARGO, FL 33774](#)

Owner Name: [GREEN ENERGY FOR NORTH AMERICA LLC](#)

Owner Address: [2840 WEST BAY DR PMB 182, BELLEAIR BLUFFS, FL 33770 262](#)

Parcel No: [053015000004400300](#)

Contact Info:	Name	Organization Name	Contact Type	Contact Primary Address	Status
	Katie Cole	Hill Ward Hende...	Attorney		Active

Licensed Professionals Info:	Primary	License Number	License Type	Name	Business Name	Business License #
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Total Fee Assessed: [\\$3,140.00](#)

Total Fee Invoiced: [\\$3,140.00](#)

Balance: [\\$0.00](#)

Custom Fields: **Future Land Use Change**

Current Zoning	Contract for Sale	DRC Meeting Date
RPD	Yes	09/08/2025
	Contract Status	LPA Hearing Date
	Conditional	10/08/2025
Current Land Use	Option to Purchase	BOCC Hearing Date
RU	No	11/11/2025
	Has there been a previous application made before?	PAC Meeting Date
	No	—
Proposed Land Use		PPC Hearing Date
RM		—
	Does applicant own any property contiguous to subject property?	CPA Hearing Date
	No	—
Current Structures		Final Approval Date
vacant land		—
	Date subject property acquired	
	09/16/2011	
Proposed structures and improvements		
Proposed use is multifamily residential; potentially affordable housing		

SURROUNDING PROPERTY

Direction	Land Use	Zoning	Existing Use
North	City of Largo	City of Largo	Single-Family Residence
South	Residential Low (RL)	R-4, One, Two, and Three Family Residential / R-3, Single Family Residential	Single-Family Residence
East	Residential Urban (RU) / Institutional (I)	Multi-Family Residential (RM)	Multifamily
West	City of Largo	City of Largo	Single-Family Residence

MULTI_MODAL

State Account Description Impact Fee Amount (Money)

Workflow Status:	Task	Assigned To	Status	Status Date	Action By
	Completeness Review		Deemed Complete	08/21/2025	Molly Cord
	Zoning Manager Review	Michael Schoder...	Complete	08/21/2025	Michael Schoder...
	Admin Support Review	Jennifer Admire	DRC Meeting ...	08/26/2025	Jennifer Admire
	DRC Meeting				
	Staff Report and Recom...				
	Case Noticing				
	Planning Director Review				
	LPA Packet Prep and Di...				

Task	Assigned To	Status	Status Date	Action By
LPA Public Hearing				
BOCC		Preparing		
Countywide Process				
State Transmittal				
Case Consolidation				
BOCC Adoption				
State Adoption				
Final Action				

Condition Status:	Name	Short Comments	Status	Apply Date	Severity	Action By
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Documents:	File Name	Document Group	Category	Description	Type	Docun
	Affidavit Belleair Dev...	PLN_LUPC	Letter of Autho...	Agent Authorization	application/pdf	Uploac
	Application Narrative...	PLN_LUPC	Justification D...	Application Narrative	application/msword	Uploac
	Court Order.pdf	PLN_LUPC	Certification o...	Quiet Title Order	application/pdf	Uploac
	Development Agreement...	PLN_LUPC	Other	Prior approved deve...	application/pdf	Uploac
	former site plan..pdf	PLN_LUPC	Other	Prior approved conc...	application/pdf	Uploac
	Survey - 2020 - - 134...	PLN_LUPC	Survey	Boundary survey	application/pdf	Uploac
	Pinellas County Clerk...	PLN_LUPC	Certification o...	Deed to Property	application/pdf	Uploac
	Case Maps	PLN_LUPC	Other		application/pdf	Uploac
	Traffic Generation Letter	PLN_LUPC	Traffic Study	From Katie C. - 8/22	application/pdf	Uploac
	FLU-25-09 GIS Case Maps	PLN_LUPC	Other		application/pdf	Uploac
	Show all					

Application Comments:	View ID	Comment	Date
	BCC102728...	Approximately 18.43 acres located at 13400 Pine...	08/21/2025

Initiated by Product: ACA

Scheduled/Pending Inspections:	Inspection Type	Scheduled Date	Inspector	Status	Comments
Resulted Inspections:	Inspection Type	inspection Date	Inspector	Status	Comments

FLU-2...

STATUS

LOCATION

CONTACT

WORKFLOW

FLU-25-09
Future Lan...

> In Revi...
08/21/2...

> 13400 ...
LARGO,...

> Katie C...

> 16 total T
...

FLU-25-00009 - FLU-25-09

Save

Add

Delete

CSV Export

Help

Table Subgroup SURROUNDING PROPERTY ▼ *Filter table...*


☐ <u>Direction</u>		<u>Land Use(Text)</u>	<u>Zoning(Text)</u>	<u>Existing Use(Text)</u>
☐ North	▼	City of Largo	City of Largo	Single-Family Residence
☐ South	▼	Residential Low (RL)	R-4, One, Two, and Three F	Single-Family Residence
☐ East	▼	Residential Urban (RU) / In	Multi-Family Residential (R	Multifamily
☐ West	▼	City of Largo	City of Largo	Single-Family Residence

FLU-25-00009



FLU-25-00009

FLU-2...	STATUS	LOCATION	CONTACT	WORKFLOW
FLU-25-09 Future Lan...	> In Revi... 08/21/2...	> 13400 ... LARGO,...	> Katie C...	> 16 total T ...

FLU-25-00009 - FLU-25-09

[Save](#)
[Reset](#)
[Synchronize](#)
[Address Locator](#)
[Cancel](#)
[Help](#)

Street #

13400

Street Name

PINE

Dir

--Select--

Street Type

ST

Unit Type

--Select--

Unit #
Primary

Yes

City

LARGO

State

FL

Zip Code

33774

Location Description

13400 PINE ST

Legacy Fields
Street Address

13400 PINE ST

Address Line 1

13400 PINE ST

Address Line 2

Request for Future Land Use Map Amendment and Rezoning

13400 Pine Street (“Property”)

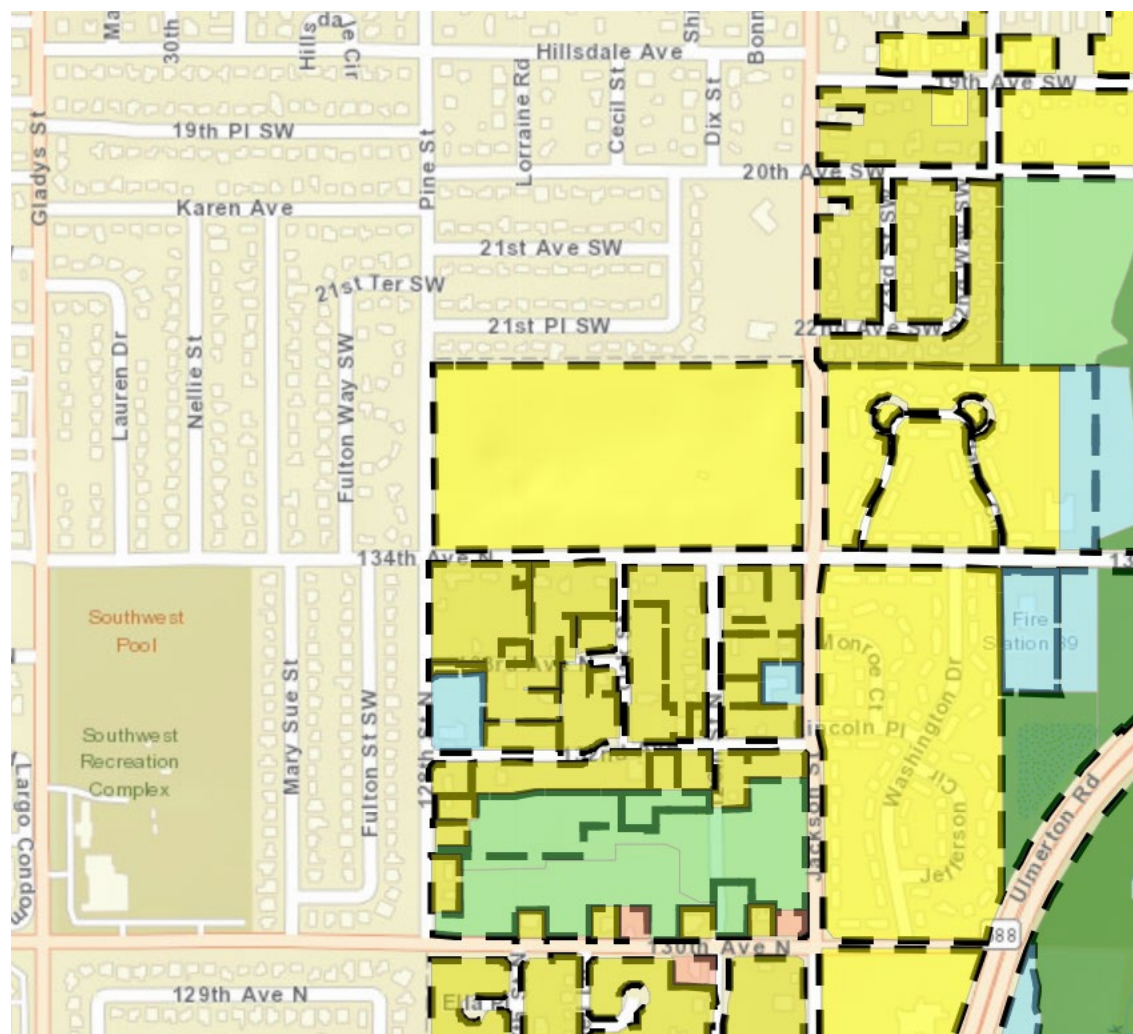
The Applicant respectfully requests an amendment to the Future Land Use category of the Property from Residential Urban (RU) to Residential Medium (RM) and to maintain the RPD (Residential Planned Development) zoning designation which also accommodated a proposed multifamily affordable housing development. The applicant understands that the county must approve a revised master development plan in conjunction with a site plan prior to development.

For background, the site is subject to a long history of multifamily development based upon the prior approval and funding by the County for a 207 unit affordable housing. Subsequently, there was a dispute regarding the housing funding, ownership, and development which after several years resulted in the current owner obtaining clear title on the Property via a quiet title action.

The prior approval included 207 units/acre resulting in a similar yield of what this change would provide. The request to change to RM land use would allow for 270 units (plus any other bonus units for affordable housing, gray water, etc). This is an effective increase of approximately four units/acre. The property is located in a non-evacuation zone – therefore guiding development toward an area which is less likely to provide flooding, evacuation or other issues.

While lower density residential is appropriate and encouraged in areas of potential flood hazard, more dense categories like residential urban are appropriate in non-hazard areas outside of the 100- year floodplain. This RM category is appropriate in areas close to commercial areas and corridors. Accordingly, the Property is located in close access to Ulmerton Road and the beaches – creating a location in mid-county where housing is in demand. The proximity to Largo’s Southwest Recreation Center allows for a variety of recreation options in this area.

Adjacent properties have been recently developed with affordable housing and a new fire station.



Adjacent multifamily affordable housing under construction:



Adjacent fire station



Section 5, Township 30 South, Range 15 East, Tallahassee Meridian

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT NO. 836662 - SCHEDULE A:

The Southeast one-quarter of the Southeast one-quarter of Section 5, Township 30 South, Range 15 East, Pinellas County, Florida, LESS AND EXCEPT the North 664 feet thereof, and LESS AND EXCEPT road rights-of-way.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT NO. 836662 - SCHEDULE B, SECTION II:

Numbers correspond with survey-related Schedule B exception items contained in the above referenced Title Commitment.

5. Ordinance recorded in O.R. Book 4433, Page 1715, Public Records of Pinellas County, Florida.
(AFFECTS THE SUBJECT PROPERTY – CONTAINS NO PLOTTABLE ITEMS)
6. Development Agreement recorded in O.R. Book 13739, Page 2058, Public Records of Pinellas County, Florida.
(AFFECTS THE SUBJECT PROPERTY – CONTAINS NO PLOTTABLE ITEMS)
7. Development Agreement recorded in O.R. Book 13811, Page 1852, Public Records of Pinellas County, Florida.
(AFFECTS THE SUBJECT PROPERTY – CONTAINS NO PLOTTABLE ITEMS)
8. Interlocal Agreement recorded in O.R. Book 19198, Page 139, Public Records of Pinellas County, Florida.
(DOES NOT AFFECT THE SUBJECT PROPERTY)

MISCELLANEOUS NOTES:

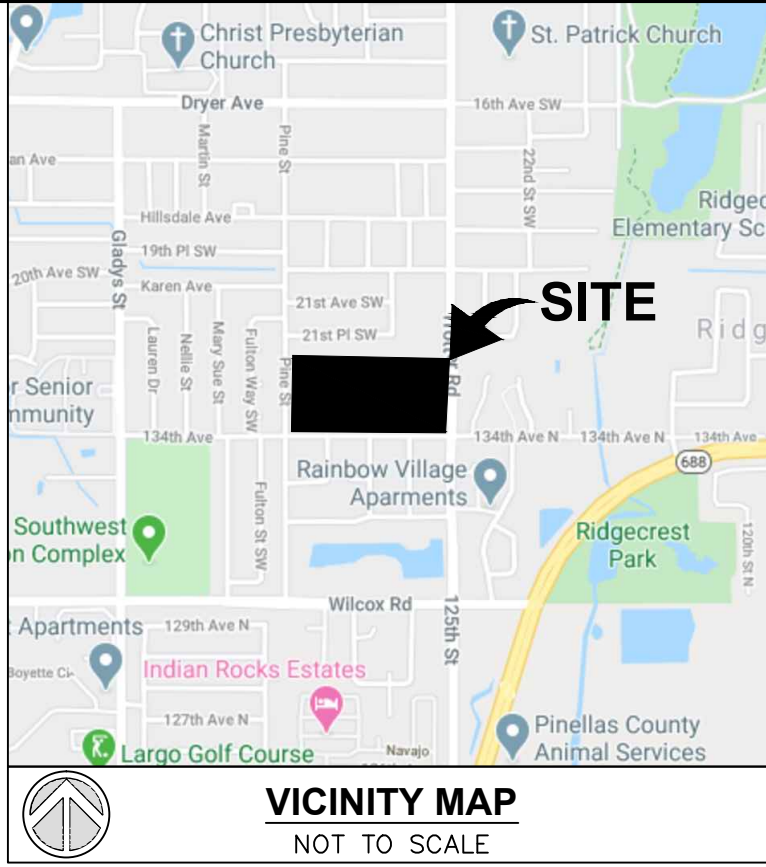
1. There is direct access to the subject property via Pine Street, a public right-of-way.
2. The locations of all utilities shown on the survey are from visible surface evidence only.
3. The posted address on site is 13400 Pine Street, Largo, Florida.
4. At the time of this survey, there was no observable surface evidence of earth moving work, building construction or building additions within recent months.
5. At the time of this survey, there was no observable evidence of the subject property being used as a solid waste dump, sump or sanitary landfill.
6. At the time of this survey, there was no observable evidence of any recent changes in street right-of-way lines either completed or proposed, and available from the controlling jurisdiction.
7. At the time of this survey, there was no observable evidence of any recent street or sidewalk construction or repairs.
8. The Property surveyed and shown hereon is the same property described in Schedule A of Old Republic National Title Insurance Company Title Commitment No. 836662 with a commitment date of January 15, 2020.
9. Orthophotography was not used to draft this survey.

BASIS OF BEARING:

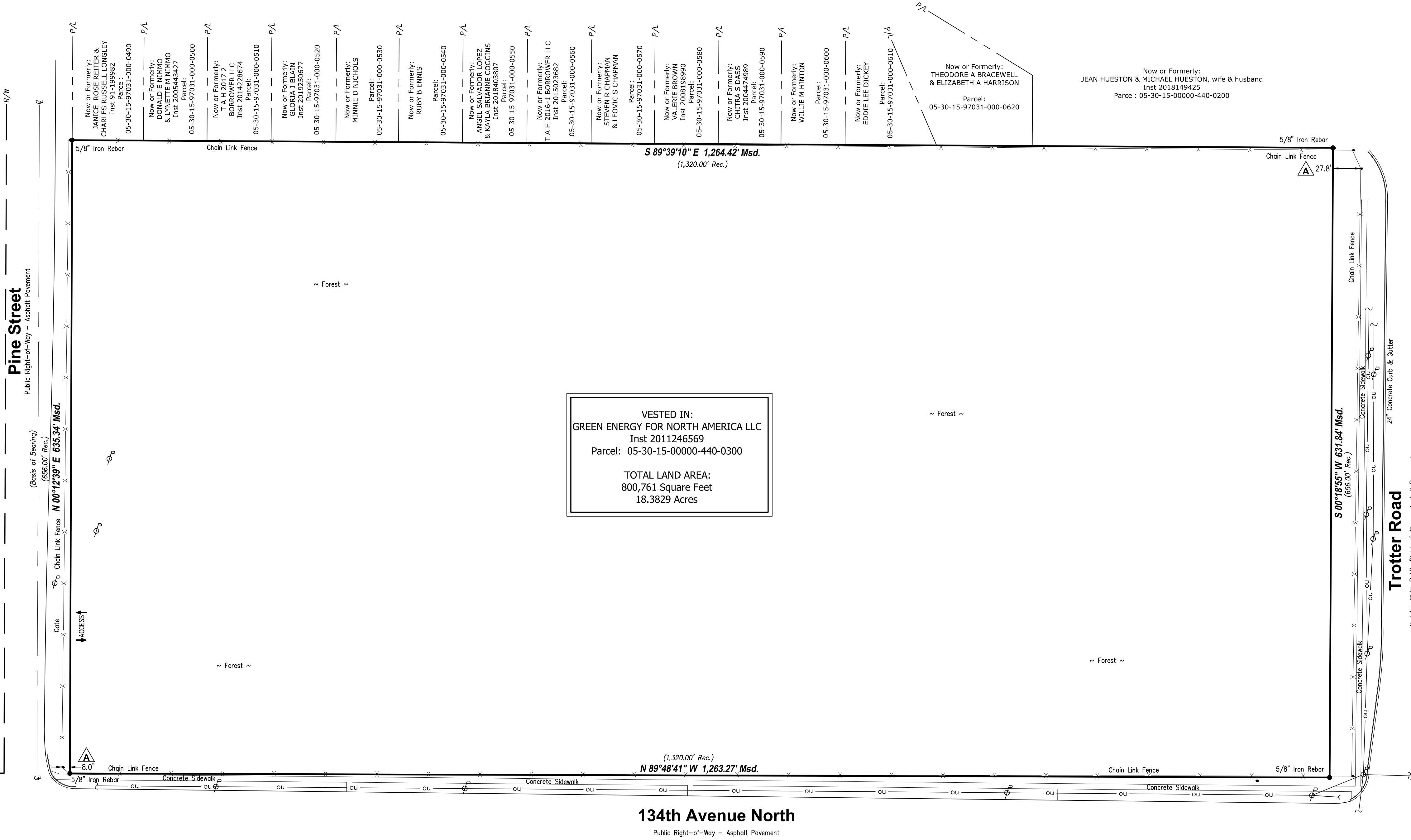
The basis for all bearings shown hereon is the east right-of-way of Pine Street, assumed as being N 00°12'39" E, and is used to denote angles only.

SURVEYOR'S OBSERVATIONS:

- Subject's fence appears to lie a maximum distance of 28.9 feet into the right-of-way of Trotter Road.
Subject's fence appears to lie a maximum distance of 8.0 feet into the right-of-way of Pine Street.



SYMBOL LEGEND	
R/W	Right-of-Way
P/L	Adj. Property Line
—	Centerline
●	Monumentation Found as Noted
△	Surveyor's Observation
⊙	Utility Pole
ou	Overhead Utilities
—	Fence (As Noted)



TOTAL LAND AREA:
800,761 Square Feet
18.3829 Acres

PARKING:
There are no striped parking spaces on the subject property.

FLOOD ZONE:
By scaled map location and graphic plotting only, the subject property appears to lie entirely in Zone X-Unshaded (Areas determined to be outside the 0.2% Annual Chance Flood) according to the Flood Insurance Rate Map for the County of Pinellas, State of Florida, Community Panel No. 12103C0114G & 12103C0118G, both Effective Dates September 3, 2003.

ZONING:
As of February 11, 2020, we have not yet received the current zoning information for the subject property.

CERTIFICATION:

To: (name of insured, if known), (name of lender, if known), (name of insurer, if known), (names of others as negotiated with the client):
This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 6(a), 7(a), 7(b)(1), 7(c), 8, 9, 13, 15, 16 and 17 of Table A thereof. The field work was completed on December 3, 2019.

Date of Plot or Map: February 10, 2020

I hereby certify that this drawing correctly depicts the description shown hereon as prepared under my direction and this drawing was made in accordance with minimum technical standards adopted by the Florida Division of Consumer Services Agriculture Division of the Florida Administrative Code, pursuant to Section 5J-17.050-052 F.A.C.

By: Timothy L. Fish, PSM No. LS6819
Florida Firm No. LB7351
For and on behalf of Millman Surveying, Inc.

REVISION HISTORY		
BY:	DATE:	COMMENT:

millman
National Land Services
Transforming the Industry
Surveying
Zoning
Environmental
Real Support - Title Review
Millman Surveying, Inc.
Corporate Headquarters
4111 Bradley Circle NW
Canton, OH 44718
Phone: 800-520-1010
Fax: 330-342-0834
www.millmanland.com
landsurveyors@millmanland.com

BOUNDARY AND ALTA/NSPS
LAND TITLE SURVEY

13400 Pine Street
City of Largo
County of Pinellas
State of Florida

NORTH
GRAPHIC SCALE
0 60 120
1 INCH = 60 FT.

PRELIMINARY
FOR REVIEW ONLY

Surveyor's Seal

Sheet No. **1** of **1**

MSI Project No. 46399
PC: ERF
PM: ATK
Drafter: MAS

TAX DEED
(SEC 197.552 F.S.)

STATE OF FLORIDA
COUNTY OF PINELLAS

TAX DEED NO.
02662

KNOW ALL MEN BY THESE PRESENTS: That Tax Certificate number 05074 issued the 1st day of June, A.D., 2008 was duly filed in the Office of the Clerk of the Circuit Court of this County and application made for the issuance of a tax deed thereon; and the applicant having paid or redeemed all other taxes on the lands hereinafter described required by law to be paid or redeemed, and the costs and expenses of this sale; and due notice of sale having been published as required by law, and no person entitled so to do having appeared to redeem said lands; such lands were on the 14th of September, 2011, offered for sale at www.pinellas.realtaxdeed.com for cash to the highest bidder, and was then and there struck off and sold to:

Green Energy For North America, LLC
2840 W Bay Drive - 182
Belleair Bluffs, FL 33770

they, being the highest bidder for the same and having paid the sum of their bid.

NOW THEREFORE, the County of Pinellas, State of Florida, in consideration of the premises, and in consideration of the sum of (133,600.00) one hundred thirty-three thousand six hundred and xx / 100 being the amount paid upon the said tax certificate and for costs and charges, and in pursuance of the statutes in such cases made and provided, has given, granted, bargained and sold, and does hereby give, grant, bargain and sell, and convey to the said Green Energy For North America, LLC and to their heirs and assigns forever, to their own proper use, benefit and behalf the following lands situated in the County and State aforesaid and described as follows:

S 1/2 OF SE 1/4 OF SE 1/4 LESS RDS CONT 18.43 AC (C)

PARCEL #: 05/30/15/00000/440/0300

said lands shall continue subject and liable for any unpaid general taxes of equal dignity with county taxes represented by the certificate above described.

This instrument prepared by:
KEN BURKE
Clerk of Circuit Court
315 Court Street
Clearwater, FL 33756
By: DIANE KROK
Deputy Clerk

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of the County of Pinellas, State of Florida, I, the undersigned as Clerk of the Circuit Court for the County and State aforesaid, have executed this deed and have hereunto set my official signature and seal, at Clearwater, in the County of Pinellas, State of Florida, on this 16th day of September, A.D., 2011.

Signed, sealed and delivered in the presence of:

Kelsey Kendall
Witness, KELSEY KENDALL

Jo Ann Payne
Witness, JO ANN PAYNE

KEN BURKE
Clerk of the Circuit Court
Pinellas County, Florida

By: Diane Krok
DIANE KROK, Deputy Clerk

STATE OF FLORIDA
COUNTY OF PINELLAS

On this on this 16th day of September, A.D., 2011, before me a notary, personally appeared DIANE KROK (personally known to me and did not take an oath) as a Deputy Clerk for KEN BURKE, Clerk of the Circuit Court in and for the State and County aforesaid, to me known to be the deputy clerk described in, and who executed the foregoing instrument, and acknowledged the execution thereof to be his/her own free act and deed for the use and purposes therein mentioned, and in the capacity therein indicated.

Witness my hand and official seal date aforesaid.



JOANNE FROGGATT
MY COMMISSION # EE 015079
EXPIRES: August 8, 2014
Bonded Thru Budget Notary Services

Notary Public

Joanne Froggatt

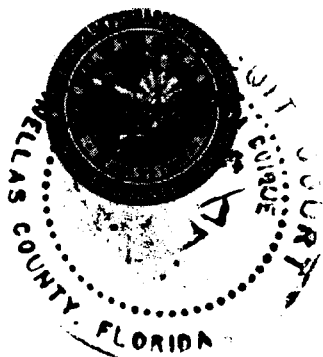
KEN BURKE
CLERK OF CIRCUIT COURT
CLEARWATER, PINELLAS COUNTY, FLORIDA

I, KEN BURKE, Clerk of the Circuit Court, in and for the County of Pinellas, State of Florida, do hereby certify that the following persons were notified 6/16/2011 via U.S. Mail of a Tax Deed Sale scheduled for the 14th day of September, 2011 on Tax Certificate #05074:

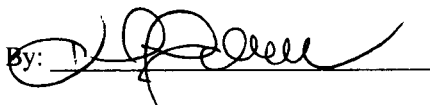
VIA CERTIFIED AND/OR REGULAR MAIL

ANDRETTI GREEN PROMOTIONS, LLC - POST OFFICE BOX 57 c/o KEANE, REESE, VESELY & GERDES, P.A. ST PETERSBURG, FL 33731-0057
BARBARA L SMITH - 6075 WINGED FOOT DR GRAND BLANC, MI 48439-9521
BISSOONDIAL DASS - 2558 21ST PLACE SW LARGO, FL 33774-1803
CALLIE E AUSTIN - 2638 21ST PLACE SW LARGO, FL 33774-1805
CHARLES R LONGLEY - 2792 21ST PLACE SW LARGO, FL 33774-1822
CREST CAPITAL, LLP (LTH) - 2130 ASHLEY OAKS CIR STE 102 WESLEY CHAPEL, FL 33544-6402
CREST CAPITAL, LLP (TH) - 1125 SECOND AVENUE SOUTH TIERRA VERDE, FL 33715
DENIS R GRANT - 6713 CRESCENT LAKE DRIVE LAKELAND, FL 33813
DENNIS J AUSTIN - 2638 21ST PLACE SW LARGO, FL 33774-1805
DONALD E NIMMO, JR - 2770 21ST PLACW SW LARGO, FL 33774-1822
EDDIE L DICKEY, JR - 2534 21ST PLACE SW LARGO, FL 33774-1803
FIRST COMMERCIAL BANK OF TAMPA BAY - 4600 WEST KENNEDY BLVD TAMPA, FL 33609
FREDDIE L HINTON - 2546 21ST PLACE SW LARGO, FL 33774-1803
JAMES H BRACEWELL - 2522 21ST PLACE SW LARGO, FL 33774-1803
JANE T BRACEWELL - 2522 21ST PLACE SW LARGO, FL 33774-1803
JANICE R REITER - 2792 21ST PLACE SW LARGO, FL 33774-1822
LEOVIC S CHAPMAN - 2564 21ST PLACE SW LARGO, FL 33774-1803
LYNETTE M NIMMO - 2770 21ST PLACE SW LARGO, FL 33774-1822
MICHAEL C GROGG - 2738 21ST PLACE SW LARGO, FL 33774-1822
MILDRED C GARRETT - 2634 21ST PLACE SW LARGO, FL 33774-1805
MINNIE D NICHOLS - 2652 21ST PLACE SW LARGO, FL 33774-1805
PINELLAS COUNTY ATTORNEY'S OFFICE - 315 COURT STREET CLEARWATER, FL 33756
PINELLAS COUNTY - 315 COURT ST C/o JOHN A. POWELL JR. CLEARWATER, FL 33756
PINELLAS COUNTY - 600 CLEVELAND STREET SUITE 800 CLEARWATER, FL 33755
RUBY B ENNIS - 2646 21ST PLACE SW LARGO, FL 33774-1805
SANCHARIE DASS - 2558 21ST PLACE SW LARGO, FL 33774-1803
STEVEN C SMITH - 6075 WINGED FOOT DR GRAND BLANC, MI 48439-9521
STEVEN R CHAPMAN - 2564 21ST PLACE SW LARGO, FL 33774-1803
THE COUNTY OF PINELLAS COMMUNITY DEVELOPMENT DEPT. - 600 CLEVELAND STREET SUITE 800 c/o ANTHONY JONES, DIRECTOR CLEARWATER, FL 33755
VALERIE BROWN - 2562 21ST PLACE SW LARGO, FL 33774-1803
WILLIE M HINTON - 2546 21ST PLACE SW LARGO, FL 33774-1803

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 16th day of June, 2011 .



KEN BURKE
Clerk of the Circuit Court

By: 

Invoice/Serial Number

11-05032

GULF COAST BUSINESS REVIEW

COUNTY OF PINELLAS Published Weekly
Clearwater, Pinellas County, Florida

S.S.

STATE OF FLORIDA

Before the undersigned authority personally appeared Kelly Martin
who on oath says that he/she is Publisher's Representative of the Gulf Coast Business
Review, a weekly newspaper published at Clearwater in Pinellas County, Florida;
that the attached copy of advertisement,

being a Notice of Application for Tax Deed
in the matter of Certificate 05074/08; Crest Capital LLP (LTH)

in the Circuit Court, was published in said newspaper in the
issues of August 5, 12, 19, 26, 2011

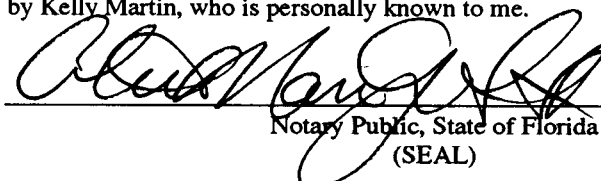
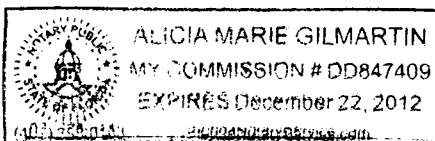
Affiant further says that the said Gulf Coast Business Review is a newspaper
published at Clearwater, Pinellas County, Florida, and that said newspaper has
heretofore been continuously published and has been entered as periodicals matter
at the Post Office in Clearwater in said Pinellas County, Florida, for a period of
one year next preceding the first publication of the attached copy of advertisement;
and affiant further says that he/she has neither paid nor promised any person, firm or
corporation any discount, rebate, commission or refund for the purpose of securing
this advertisement for publication in said newspaper.

Sworn to and subscribed before me this

26th day of August A.D. 2011,

by Kelly Martin, who is personally known to me.


Kelly Martin


Notary Public, State of Florida
(SEAL)


NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN that INVESTMENTS 2234, LLC, the holder(s) of the following certificate has/have filed for a tax deed to be issued thereon. The certificate number, year of issuance, property description, and the names in which the property was assessed are as follows:

Certificate number: 05074

Year of issuance: 2008

Said certificate concerns the following described property in the County of Pinellas, State of Florida:

S 1/2 OF SE 1/4 OF SE 1/4 LESS

RDS CONT 18.45 AC (C)

PARCEL: 06/30/15/00000/440/0300

Name in which assessed:

CREST CAPITAL, LLP (LTH)

Unless such certificate shall be re-deemed according to law, the property described in such certificate will be sold to the highest bidder at www.pinellas.realtimeauction.com on the 14th day of September, 2011 at 11:00 A.M. A non-refundable deposit of \$200.00 or 5% of the high bid, whichever is greater, must be deposited prior to sale and in accordance with F.S. 197.44(2).

If you are a person with a disability who needs accommodation in order to participate in this proceeding you are entitled, at no cost to you, to the provision of certain assistance. Within two (2) working days of the publication of this NOTICE OF APPLICATION FOR TAX DEED please contact the Human Rights Office, 400 S Ft. Harrison Ave., Ste. 300, Clearwater, FL 33756 (727) 464-0662 (V/TDD).

KIM BURKE

Clerk of the Circuit Court
Pinellas County, Florida

August 5, 12, 19, 26, 2011 11-05032

FILED
CLERK OF CIRCUIT COURT

2011 AUG 25 PM 4:20

IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION

GREEN ENERGY FOR NORTH
AMERICA, LLC, a Florida limited
liability company,

Plaintiff,

v.

CASE NO. 19-007658-CI

CREST CAPITAL, LLP, a Florida limited
liability partnership, PINELLAS COUNTY,
a political subdivision of the State of Florida,
STATE HOUSING INVESTMENT
PARTNERSHIP PROGRAM, and
DENIS R. GRANT,

Defendants.

_____ /

**CONSOLIDATED ORDER
GRANTING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AND
DENYING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT,
AND FINAL JUDGMENT QUIETING TITLE IN PLAINTIFF**

THIS MATTER came before the Court for consideration on March 22, 2023 at 1:30 p.m., as duly noticed for a telephonic hearing on the Motion for Final Summary Judgment Against Pinellas County (the "County") and Denis R. Grant ("Grant") filed by Plaintiff Green Energy for North America, LLC ("Green Energy") under certificate dated October 28, 2022, and on the Motion for Summary Judgment filed by Defendant the County under certificate dated February 9, 2023. The Court having reviewed the parties' submissions in support of, and in opposition to, the

cross-motions, having reviewed the record in this case as reflected in the Court's file, having considered arguments of counsel, and being otherwise fully advised in the premises, finds the material facts are undisputed and concludes Green Energy is entitled to entry of final judgment in its favor and against all defendants as a matter of law. Accordingly, the Court enters final judgment for Green Energy for the reasons explained below.

SUMMARY OF THE DISPUTE

Green Energy seeks judgment quieting its title to an undeveloped tract of land in Pinellas County that Green Energy acquired in 2011 as the successful bidder at a tax deed sale. All defendants except the County either have defaulted or stipulated to the relief sought by Green Energy. The County contends it holds a lien on the property arising from a final money judgment entered in favor of the County and against the former owner of the property, Crest Capital, LLP ("Crest Capital") in 2010. The Court finds that the material facts are undisputed of record as follows.

UNDISPUTED FACTS OF RECORD

1. In October 2004, Crest Capital took title to vacant land known as Pinellas County Parcel ID No. 05/30/15/00000/440/0300 (the "Property").
2. Crest Capital gave the County a mortgage on the Property, recorded in the public records of Pinellas County, Florida in Official Records Book 13882, Pages

1476-1482 (the “Crest Capital Mortgage”), to secure repayment of a loan from the County to Crest Capital (the “Crest Capital Loan”).

3. On or about December 16, 2004, the Crest Capital Mortgage was re-recorded in the public records of Pinellas County, Florida in Official Records Book 14008, Pages 1419-1424 (the “Crest Capital Re-Recorded Mortgage”). Crest Capital and the County also entered into a loan modification agreement, recorded in the public records of Pinellas County, Florida in Official Records Book 14008, Page 1447 (the “Loan Modification Agreement”). Under the Crest Capital Re-Recorded Mortgage and Loan Modification Agreement, the Crest Capital Loan was due to be paid in full 1170 days from October 8, 2004, on December 22, 2007.

4. In 2007, the County as plaintiff sued Crest Capital in the Circuit Court of Pinellas County, Case Number 07-004938-CI-20, for damages for failing to repay the Crest Capital Loan as agreed.

5. Crest Capital failed to pay *ad valorem* taxes on the Property during 2007, 2008, 2009 and 2010.

6. On July 15, 2010, the County obtained a final money judgment against Crest Capital (the “Crest Capital Judgment”). In the Crest Capital Judgment, the defendant Crest Capital was directed to “furnish plaintiff’s attorney, John A. Powell, Jr., Pinellas County Attorney’s Office, 315 Court Street, Clearwater, FL 33756, with a Fact Information Sheet in Form 1.977” by a date certain. The Crest Capital

Judgment contains no address for the plaintiff, the County, or for the defendant, Crest Capital, only the address for the plaintiff's attorney.

7. The Court has taken judicial notice, pursuant to Fla. Stat. § 90.202(10), (11), that Defendant Pinellas County is the record owner of 315 Court Street, Clearwater, FL 33756.

8. While Crest Capital remained in title to the Property, the Crest Capital Judgment was recorded in the public records of Pinellas County, Florida in Official Records Book 16978, Page 702, and a certified copy was re-recorded by the County in the public records of Pinellas County, Florida in Official Records Book 16994, Page 1870 (the "Re-Recorded Judgment"). No affidavit stating the address of the plaintiff, the County, was recorded simultaneously with the Re-Recorded Judgment. The County has taken no action to enforce the Crest Capital Judgment as a lien against the Property.

9. On September 16, 2011, Green Energy took title to the Property under a tax deed recorded in the public records of Pinellas County, Florida in Official Records Book 17357, Pages 1986-1989 (the "Green Energy Tax Deed").

10. On November 28, 2019, Green Energy filed this action seeking to quiet its title under the Green Energy Tax Deed against defendants Crest Capital, the State Housing Investment Partnership Program (the "Program"), Grant and the County, and proceeded to serve initial process on each named defendant.

11. Crest Capital and the Program were served but failed to answer, and clerk's defaults were entered against them on December 30, 2019 and January 7, 2020, respectively. Green Energy has pending against Crest Capital and the Program a motion for entry of final judgment after default, filed under certificate dated July 30, 2021.

12. Grant agreed in writing that he has no interest in the Property in a stipulation filed January 13, 2020 (the "Stipulation").

CONCLUSIONS OF LAW

Pursuant to the Florida Supreme Court's opinion in *In re: Amendments to Florida Rule of Civil Procedure -1.510*, 317 So. 3d 72, 74 (Fla. 2021), Florida's summary judgment standard is to be construed and applied in accordance with the federal summary judgment standard. Under the amended Rule 1.510, the "court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fla. R. Civ. P. 1.510(a)(2021). Moreover, the "correct test for the existence of a genuine factual dispute is whether the evidence is such that a reasonable jury could return a verdict for the nonmoving party." *In re: Amendments*, 317 So. 3d at 75 (quotation omitted). No longer is it plausible to maintain that "the existence of *any* competent evidence creating an issue of fact, however credible or incredible, substantial or trivial, stops the inquiry and precludes summary

judgment, so long as the 'slightest doubt' is raised." *Id.* at 76. (quotation omitted). "[T]here is no issue for trial unless there is sufficient evidence favoring the nonmoving party for a jury to return a verdict for that party. If the evidence is merely colorable, or is not significantly probative, summary judgment may be granted." *Anderson v. Liberty Lobby*, 477 U.S. 242, 250, 106 S. Ct. 2505, 2511 (1986) (citations omitted).

The evidence of record in this case, summarized above, fails to reflect any basis for submission of this case to a factfinder, and the evidence is so one-sided that Green Energy must prevail as a matter of law. The sole claim asserted by the County against the Property is as a putative judgment lien creditor of Crest Capital.¹ On the undisputed facts, the County has no lien against the Property as a matter of law.

First, assuming that the County in fact had created a judgment lien on the Property through the Re-Recorded Judgment, the County's failure to take action to enforce the lien against the Property within four years after issuance of the Green Energy Tax Deed resulted in extinguishment of the judgment lien under the statute of repose provided in Florida Statutes § 95.192. Section 95.192 provides that

¹ The County properly does not assert that it has a lien due to the Crest Capital Re-Recorded Mortgage. *See* Defendant, Pinellas County's Response to Plaintiff's Motion for Summary Judgment and Defendant, Pinellas County's Motion for Summary Judgment, filed February 24, 2020. Insofar as the undisputed facts establish the Crest Capital Re-Recorded Mortgage matured in December, 2007, any lien thereunder would be barred under Florida Statutes §§ 95.11(2)(c) and 95.281(1).

“[w]hen a tax deed has been issued to any person under s. 197.552 for 4 years, no action shall be brought by the former owner of the property or any claimant under the former owner.” As a judgment creditor of the former owner of the Property, Crest Capital, the County necessarily is a “claimant under the former owner of” the Property. Thus, under Section 95.192, the County had four years after issuance of the Green Energy Tax Deed to seek to enforce its putative judgment lien against the Property or be forever barred.

The County argues that this result is prohibited under Florida Statutes § 197.552, because that section provides that a “lien of record held by a ...county governmental unit . . . shall survive the issuance of a tax deed.” The Court is unpersuaded. Section 95.192 expressly references Section 197.552. As such, the two statutes clearly are *in pari materia*, and so must be construed together. *See E.A.R. v. State*, 3 So. 3d 614 (Fla. 2009). Moreover, the two statutes are readily harmonized through this construction. Assuming the County perfected a judgment lien against the Property while it was owned by the County’s judgment debtor, Crest Capital, the judgment lien survived issuance of the Green Energy Tax Deed, and the County could have taken action to enforce the judgment lien against the Property at any time during the first four years the Property was owned by the tax deed grantee, Green Energy. Additionally, this construction reconciles competing policy objectives by permitting recovery on liens held of record by local governments even

after issuance of a tax deed, while also promoting the collection of past due taxes. Under this construction, prospective tax deed purchasers have certainty that, even though certain liens survive the tax deed sale, unless such liens are enforced within a reasonable period following issuance of the tax deed, marketable title to the property will vest in the tax deed purchaser.

Based on the foregoing, the Court concludes that even if the County had an enforceable judgment lien against the Property, that lien was extinguished by operation of law pursuant to Florida Statutes § 95.192 in 2015, four years after issuance of the Green Energy Tax Deed. Thus the County holds no judgment lien against the Property, and Green Energy is entitled to entry of final judgment quieting its title to the Property.

Additionally and alternatively, the Court concludes that Green Energy also is entitled to judgment as a matter of law on the undisputed evidence adduced by the County in support of its own motion for summary judgment, because that evidence demonstrates that the County failed to satisfy the statutory prerequisites to creation of a judgment lien on real property set forth in Florida Statutes § 55.10.

Florida Statutes § 55.10 provides that “[a] judgment, order, or decree does not become a lien on real property unless the address of the person who has a lien as a result of such judgment, order, or decree is contained in the judgment, order, or decree[,] or an affidavit with such address is simultaneously recorded with the

judgment, order, or decree.” Fla. Stat. § 55.10(1) (emphasis added). It is undisputed that the County did not record any affidavit simultaneously with the Re-Recorded Judgment. And it is undisputed that the Crest Capital Judgment did not contain an address for the “person who [claimed] a lien as a result of such judgment,” the County.

The County argues that the inclusion in the Crest Capital Judgment of a directive to Crest Capital to complete and deliver a fact information sheet to the County’s counsel of record, “John A. Powell, Jr., Pinellas County Attorney’s Office, 315 Court Street, Clearwater, Florida 33756” was sufficient under Florida Statutes § 55.10 because Pinellas County owns the building at that address and the Board of County Commissioners is located in that building. The Court rejects this argument. In order to create a lien, the Crest Capital Judgment needed to contain the address of the person that would have the lien—the County—not the address of the County’s attorney of record in its litigation with Crest Capital. The Crest Capital Judgment did not contain any address for the County. Under the plain language of Florida Statutes § 55.10, and well-established case law applying that statutory language, a lien was not created on the Property by the inclusion in the Crest Capital Judgment of an address for the plaintiff judgment creditor’s attorney. *See Tomalo v. Kingsley Displays, Inc.*, 862 So.2d 899 (Fla. 2d DCA 2003)(recording of certified copy of judgment that stated judgment creditor’s name followed by “c/o” and the address of

the creditor's lawyer was insufficient to create judgment lien); *Gomez v. Timberoof Roofing Co., Inc.*, 196 So. 3d 1279 (Fla. 4th DCA 2016) (recording of certified copy of judgment that identified judgment creditor "whose address is designated as" its counsel's address was insufficient to create lien under plain language of Section 55.10(1)); *cf. Robinson v. Sterling Door & Window Co., Inc.*, 698 So. 2d 570 (Fla. 1st DCA 1997) (inclusion in judgment of names of the judgment creditor's attorneys did not excuse strict compliance with requirement in Section 55.10(1) that recorded judgment lien documents include judgment creditor's address, and recording assignment of judgment setting forth assignee-creditor's address did not cure defect).

WHEREFORE, it is **ORDERED**, **JUDGED**, and **DECREED** that:

1. Plaintiff Green Energy for North America, LLC's Motion for Final Summary Judgment Against Pinellas County and Denis R. Grant is hereby **GRANTED**.

2. Defendant Pinellas County's Motion for Summary Judgment is hereby **DENIED**.

3. Final judgment after default is hereby entered against Crest Capital, LLP and State Housing Investment Partnership Program pursuant to Florida Rule of Civil Procedure 1.500(e).

4. Full and final judgment quieting title to the Property is hereby

ENTERED in favor of Plaintiff Green Energy for North America, LLC and its respective successors in title, as against all Defendants and anyone claiming by, through, under or against Defendants since the filing of the *lis pendens* in this matter, and Defendants shall take nothing in this action and Plaintiff shall go henceforth without day. Title to the Property, located in Section 5, Township 30 South, Range 15 East, Pinellas County, Florida, described as the S ½ OF SE ¼ OF SE ¼ LESS RDS CONT 18.43 AC (C), Pinellas County Parcel ID No. 05/30/15/00000/440/0300, is hereby quieted and confirmed in Plaintiff.

5. Consistent with the Stipulation between Plaintiff and Denis R. Grant filed in this action on January 13, 2020, Defendant Denis R. Grant has no liability for any costs or attorneys' fees incurred by any person or entity other than himself.

6. The Court retains jurisdiction over whether Plaintiff is entitled to recover the costs incurred by Plaintiff in connection with this action and, if so entitled, the amounts to be awarded.

DONE AND ORDERED in chambers in Pinellas County, Florida on the ____ day of _____, 2021.

19-007658-CI 4/5/2023 5:23:28 PM
Circuit Judge Thomas Ramsberger
19-007658-CI 4/5/2023 5:23:28 PM

Thomas Ramsberger
Circuit Court Judge

Copies furnished to:
Charles M. Harris, Jr., Esq.
Jeffrey N. Klein, Esq.
Kelly Vicari, Esq.

Charles P. Chritton, Esq.
Crest Capital, LLP
State Housing Investment Partnership Program

August 21, 2025

Pinellas County Development Review Services
440 Court Street, 3rd Floor
Clearwater, FL 33756

**RE: 13400 Pine Street
TRAFFIC GENERATION LETTER**

To Whom It May Concern,

The purpose of this letter is to show the amount of vehicular traffic the proposed improvements generate for this project. Currently, the site is vacant; however, we propose 276 multi-family units with a change to the land use category.

The following traffic counts as provided ITE TGM 11th Edition:

276 Multi-Family Units (ITE Code 221)

- ADT = 276 units x 4.54 trips/unit = 1,253 trips
- AM Peak Hr = 276 units x 0.40 trips/unit = 110.4 trips
- PM Peak Hr = 276 units x 0.51 trips/unit = 140.8 trips

It must be noted that this site was already approved for 207 units. The traffic generated by 207 units is shown below:

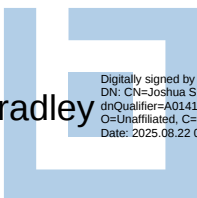
207 Multi-Family Units (ITE Code 221)

- ADT = 207 units x 4.54 trips/unit = 940 trips
- AM Peak Hr = 207 units x 0.40 trips/unit = 82.8 trips
- PM Peak Hr = 207 units x 0.51 trips/unit = 105.6 trips

CONCLUSION: The change in use for this parcel, which would allow 276 units, proposes 313 more daily trips, 27.6 more AM Peak Hr trips, and 35.2 more PM Peak Hr trips than 207 units would generate.

Sincerely,
NATIVE ENGINEERING, PLLC

Joshua S Bradley



Digitally signed by Joshua S Bradley
DN: CN=Joshua S Bradley,
dnQualifier=A01410D00000192D32315480006B894,
O=Unaffiliated, C=US
Date: 2025.08.22 08:32:54 -04'00'

Joshua S. Bradley, State of Florida, Professional Engineer, License No. 60020

This item has been digitally signed and sealed by Joshua S. Bradley, PE on the date indicated here using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Expired Previous Development Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("AGREEMENT") is dated September 3, 2004 2004, effective as provided in Section 5 of this Agreement, and entered into between TERRA EXCAVATING, INC., a Florida corporation ("OWNER") and Pinellas County, Florida, a political subdivision of the State of Florida acting through its Board of County Commissioners, the governing body thereof ("COUNTY"). *Dr. 04*

RECITALS:

A. Sections 163.3220 – 163.3243, Florida Statutes, which set forth the Florida Local Government Development Agreement Act ("ACT"), authorize the COUNTY to enter into binding development agreements with persons having a legal or equitable interest in real property located within the unincorporated area of the County.

B. Under Section 163.3223 of the ACT, the COUNTY has adopted Chapter 134, Article VII of Part III, the Pinellas County Land Development Code ("CODE"), establishing procedures and requirements to consider and enter into development agreements.

C. OWNER owns approximately 18.43 acres of real property ("PROPERTY") located at 13400 Pine Street, Largo, in the unincorporated area of the County, more particularly described on Exhibit "A" attached hereto and incorporated herein.

D. OWNER desires to develop the Property as an affordable housing development, as defined in Section 138-1 of the CODE, consisting of 207 units, generally conforming to the concept plan ("CONCEPT PLAN") shown on Exhibit "B" attached hereto and incorporated herein.

E. Section 138-1346 of the CODE sets forth an affordable housing incentive plan adopted by the Board of County Commissioners and Section 138-1346(b)(3) of the CODE provides that a density bonus of up to 50 percent above the normal density may be provided as a special exception.

F. The PROPERTY currently has a land use designation of Residential Low and is zoned RPD-5.

G. In order to develop the PROPERTY, consisting of 18.43 acres, with 207 units, OWNER has requested that the County place the following on the PROPERTY: (i) a land use designation of Residential Urban (7.5 units/acre), (ii) a zoning designation of RPD-7.5, and (iii) a special exception for a density bonus of 50 percent, in accordance Section 138-1346(b)(3) of the CODE.

H. The COUNTY and OWNER have determined that it would be mutually beneficial to enter into a development agreement governing the matters set forth herein and have negotiated this AGREEMENT in accordance with the CODE and the ACT.

I. The COUNTY has found that the terms of, and future development orders associated with, this AGREEMENT are consistent with the Pinellas County Comprehensive Plan and the CODE.

STATEMENT OF AGREEMENT

In consideration of and in reliance upon the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound and in accordance with the ACT, agree as follows:

SECTION 1. RECITALS The above recitals are true and correct and are a part of this AGREEMENT.

SECTION 2. INCORPORATION OF THE ACT This AGREEMENT is entered into in compliance with and under the authority of the CODE and the ACT, the terms of which as of the date of this AGREEMENT are incorporated herein by this reference and made a part of this AGREEMENT. Words used in this AGREEMENT without definition that are defined in the ACT shall have the same meaning in this AGREEMENT as in the ACT.

SECTION 3. PROPERTY SUBJECT TO THIS AGREEMENT The PROPERTY is subject to this AGREEMENT.

SECTION 4. OWNERSHIP The PROPERTY is owned in fee simple by OWNER.

SECTION 5. EFFECTIVE DATE/DURATION OF THIS AGREEMENT

5.1 This AGREEMENT shall become effective as provided for by the ACT and shall be contingent upon obtaining final approval, and effectiveness of a land use designation of Residential Urban and a zoning designation of RPD-7.5 as requested on the PROPERTY.

5.2 This AGREEMENT shall continue in effect until terminated as defined herein but for a period not to exceed five (5) years. Once the PROPERTY is developed utilizing the density bonus set forth in this AGREEMENT, the obligations of OWNER set forth in Section 6 hereof shall be irrevocable except by mutual agreement of all parties.

SECTION 6. OBLIGATIONS UNDER THIS AGREEMENT

6.1 Obligations of the Owner

6.1.1. Binding Obligations The obligations under this AGREEMENT shall be binding on OWNER, its successors or assigns.

6.1.2. Development Review Process At the time of development of the PROPERTY, OWNER will submit such applications and documentation as are required by law and shall comply with the County's CODE applicable at the time of development review.

6.1.3. Development Restrictions If the fifty percent (50%) density bonus authorized by Section 138-1346(b)(3) of the CODE is utilized in development of the PROPERTY, then the PROPERTY may be developed as an affordable housing development, as defined in Section 138-1 of the CODE ("AFFORDABLE HOUSING DEVELOPMENT") of no more than 207 units, generally consistent with the CONCEPT PLAN. If so developed, at least 20% of an owner-occupied development shall be affordable to households at or below 80% of the area median income or at least 20% of the units in a rental development shall be affordable to households at or below 60% of the area mean income. On a biannual basis, if not otherwise monitored by appropriate governmental agencies, the Developer shall report on compliance with the AFFORDABLE HOUSING DEVELOPMENT requirements. If the PROPERTY is not developed as an affordable housing development, then the maximum number of units that may be developed on the PROPERTY is 92.

6.1.4 Recording of Deed Process Prior to issuance of a building permit for the PROPERTY, Owner shall record a deed restriction encumbering the PROPERTY, which deed restriction shall be approved as to form by the County Attorney (which approval shall not be unreasonably withheld) and which will generally describe the development limitations of this AGREEMENT. The deed restriction shall be perpetual and may be amended or terminated only with the consent of the COUNTY, which consent shall not be unreasonably withheld.

6.2. Obligations of the County

- 6.2.1 Concurrent with the approval of this AGREEMENT, the BOARD amends the land use plan and zoning designation for the PROPERTY as set forth in Recital G above.
- 6.2.2 Concurrent with the approval of this AGREEMENT, the BOARD approves a density bonus of 50 percent ("DENSITY BONUS") to be available to the PROPERTY so long as the property is developed as an AFFORDABLE HOUSING DEVELOPMENT.
- 6.2.3 County will approve preliminary and final site plans for the Property that are consistent with the Comprehensive Plan and that meet the requirements of the CODE.
- 6.2.4 The final effectiveness of the redesignation referenced in Section 6.2.1. is subject to:

6.2.3.1 The provisions of Chapter 125 and 163, Florida Statutes, as they may govern such amendments; and

6.2.3.2 The expiration of any appeal periods or, if an appeal is filed, at the conclusion of such appeal.

SECTION 7. PUBLIC FACILITIES TO SERVICE DEVELOPMENT The following public facilities are presently available to the PROPERTY from the sources indicated below. Development of the PROPERTY will be governed by the concurrency ordinance provisions applicable at the time of development approval. With respect to transportation, the concurrency provisions for the proposed development have been met.

- 7.1. Potable water from Pinellas County.
- 7.2. Sewer service is currently provided by Pinellas County.
- 7.3. Fire protection from Pinellas County.
- 7.4. Drainage facilities for the parcel will be provided by OWNER.

SECTION 8. REQUIRED LOCAL GOVERNMENT PERMITS The required local government development permits for development of the PROPERTY include, without limitation, the following:

- 8.1. Site plan approval(s) and associated utility licenses and right-of-way utilization permits;
- 8.2. Construction plan approval(s);
- 8.3. Building permit(s); and
- 8.4. Certificate(s) of occupancy.

SECTION 9. CONSISTENCY The COUNTY finds that development of the PROPERTY consistent with the terms of this AGREEMENT is consistent with the Pinellas County Comprehensive Plan.

SECTION 10. TERMINATION

10.1. In the event of termination of this AGREEMENT pursuant to Section 10.2, the Density Bonus shall expire and the PROPERTY shall revert back to the Residential Low land use plan designation and RPD-5 zoning and shall be limited to a density of 5 units per acre.

10.2. If OWNER's obligations set forth in this AGREEMENT are not followed in a timely manner, as determined by the County Administrator, after notice to OWNER and an opportunity to be heard, existing permits shall be administratively suspended and issuance of new permits suspended until OWNER has fulfilled its obligations. Failure timely to fulfill its obligations may serve as a basis for termination of this AGREEMENT by the COUNTY, at the discretion of the COUNTY and after notice to OWNER and an opportunity for OWNER to be heard.

SECTION 11. OTHER TERMS AND CONDITIONS

11.1. Except in the case of termination, until five (5) years after the date of this AGREEMENT, the PROPERTY shall not be subject to downzoning, unit density reduction, or intensity reduction, unless the local government has held a public hearing and determined:

11.1.1 That substantial changes have occurred in pertinent conditions existing at the time of approval of this AGREEMENT; or

11.1.2 This AGREEMENT is based on substantially inaccurate information provided by OWNER; or

11.1.3 That the change is essential to the public health, safety or welfare.

SECTION 12. COMPLIANCE WITH LAW The failure of this AGREEMENT to address any particular permit, condition, term or restriction shall not relieve OWNER from the necessity of complying with the law governing such permitting requirements, conditions, terms or restrictions.

SECTION 13. NOTICES Notices and communications required or desired to be given under this Agreement shall be given to the parties by hand delivery, by nationally recognized overnight courier service such as Federal Express, or by certified mail, return receipt requested, addressed as follows (copies as provided below shall be required for proper notice to be given):

If to OWNER: TERRA EXCAVATING, INC.
13400 Pine Street S.W.
Largo, FL 33774-1521

With copy to: Timothy A. Johnson, Jr., Esquire
Johnson, Pope, Bokor, Ruppel & Burns, LLP
911 Chestnut St.
Clearwater, FL 33756

If to COUNTY: Pinellas County Board of County Commissioners
c/o County Administrator
315 Court St.
Clearwater, FL 33756

Properly addressed, postage prepaid, notices or communications shall be deemed delivered and received on the day of hand delivery, the next business day after deposit with an overnight courier service for next day delivery, or on the third (3rd) day following deposit in the United States mail, certified mail, return receipt requested. The parties may change the addresses set forth above (including the addition of a mortgagee to receive copies of all notices), by notice in accordance with this Section.

SECTION 14. RIGHT TO CURE OWNER will not be deemed to have failed to comply with the terms of this AGREEMENT until OWNER shall have received notice from the COUNTY of the alleged non-compliance and until the expiration of a reasonable period after receipt of such notice to cure such non-compliance. Whether the time period has been reasonable shall be based on the nature of the non-compliance and shall be determined in the sole judgment of the County Administrator, reasonably exercised.

SECTION 15. MINOR NON-COMPLIANCE OWNER will not be deemed to have failed to comply with the terms of this AGREEMENT in the event such non-compliance, in the judgment of the County Administrator, reasonably exercised, as a minor or inconsequential nature.

SECTION 16. COVENANT OF COOPERATION The parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this AGREEMENT and in achieving the completion of development of the PROPERTY.

SECTION 17. APPROVALS Whenever an approval or consent is required under or contemplated by this AGREEMENT such approval or consent shall not be unreasonably withheld, delayed or conditioned. All such approvals and consents shall be requested and granted in writing.

SECTION 18. COMPLETION OF AGREEMENT Upon the completion of performance of this AGREEMENT or its revocation or termination, a statement evidencing such completion, revocation or termination shall be signed by the parties hereto and recorded in the official records of the COUNTY.

SECTION 19. ENTIRE AGREEMENT This AGREEMENT (including any and all Exhibits attached hereto all of which are a part of this AGREEMENT to the same extent as if such Exhibits were set forth in full in the body of this AGREEMENT), constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof.

SECTION 20. CONSTRUCTION The titles, captions and section numbers in this AGREEMENT are inserted for convenient reference only and do not define or limit the

scope or intent and should not be used in the interpretation of any section, subsection or provision of this AGREEMENT. Whenever the context requires or permits, the singular shall include the plural, and plural shall include the singular and any reference in this AGREEMENT to OWNER includes OWNER's successors or assigns. This AGREEMENT was the production of negotiations between representatives for the COUNTY and OWNER and the language of the Agreement should be given its plain and ordinary meaning and should not be construed against any party hereto. If any term or provision of this AGREEMENT is susceptible to more than one interpretation, one or more of which render it valid and enforceable, and one or more of which would render it invalid or unenforceable, such term or provision shall be construed in a manner that would render it valid and enforceable.

SECTION 21. PARTIAL INVALIDITY If any term or provision of this AGREEMENT or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this AGREEMENT, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall with the remainder of this AGREEMENT continue unmodified and in full force and effect. Notwithstanding the foregoing, if such responsibilities of any party thereto to the extent that the purpose of this AGREEMENT or the benefits sought to be received hereunder are frustrated, such party shall have the right to terminate this AGREEMENT upon fifteen (15) days notice to the other parties.

SECTION 22. GOVERNING LAW This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflict of laws principles of such state.

SECTION 23. COUNTERPARTS This AGREEMENT may be executed in counterparts, all of which together shall continue one and the same instrument.

IN WITNESS WHEREOF, the parties have hereto executed this AGREEMENT the date and year first above written.

End of Substantive Provisions, Signature Page to follow

WITNESSES:

TERRA EXCAVATING, INC.,
a Florida corporation

Chuck Kravath
Printed Name: CHUCK KRAVATH

Nick Kotarich
Printed Name: NICK KOTARICH

By: *M. D. Adnan Rahman*
M. D. Adnan Rahman
President & CEO

PINELLAS COUNTY, FLORIDA

Carol Jones
Printed Name: CAROL JONES

Velyn D Anderson
Printed Name: Velyn D Anderson

By: *John Morroni (Vice)*
Susan Latvala, Chairman
JOHN MORRONI

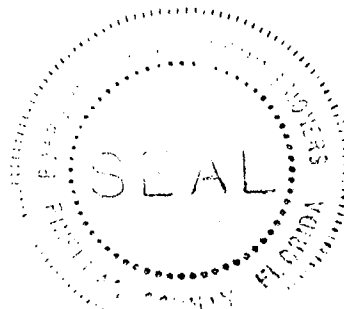
Attest:

KARLEEN F. DE BLAKER, CLERK

Debra A. Reed
Deputy Clerk

Approved as to Form:

JL Bennett
County Attorney



STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 1ST day of September, 2004, by M. D. Adnan Rahman, as President & CEO of TERRA EXCAVATING, INC., a Florida corporation, who ☒ is personally known to me or who ☐ produced _____ as identification.



Nick S. Kotaiche
Commission # DD016797
Expires April 9, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Nick Kotaiche
Notary Public

Print Name: NICK KOTACHE

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 3RD day of September, 2004, by Susan Latvala, as Chairman of the Board of County Commissioners of PINELLAS COUNTY, FLORIDA, who ☒ is personally known to me or who ☐ produced _____ identification.



Huyen Kim Hahn
MY COMMISSION # DD019591 EXPIRES
April 22, 2005
BONDED THRU TROY FAIR INSURANCE, INC.

Huyen Kim Hahn
Notary Public

Print Name: Huyen Kim Hahn

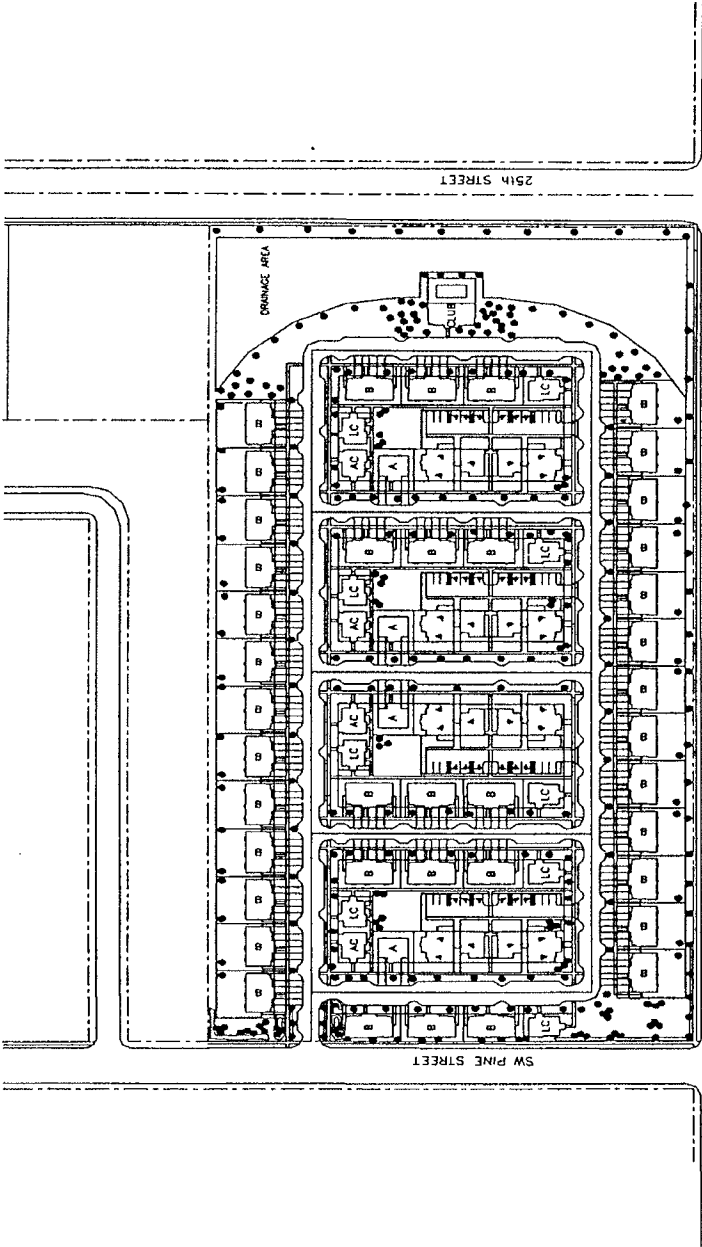
9/1/2004 10:12 PM
43067.104960
#318624 v4 - Terra Ex/Dev Agt

EXHIBIT "A"

The Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 5, Township 30 South, Range 15 East,
LESS the North 664 feet thereof, and less road right-of-way, Pinellas County, Florida.

Parcel No. 05/30/15/00000/440/0300

EXHIBIT "B"
CONCEPTUAL PLAN



BUILDING TYPE LEGEND		
TYPE	DESCRIPTION	NUMBER OF BUILDINGS
A	10-BLOCK DUPLEX 2/3 BR	5
B	CORNER DUPLEX 2/3 BR	2
C	TRIPLEX 2/2/3 BR	4
D	TRIPLEX 2/2/3 BR	50
E	20 UNIT APARTMENT BUILDING	8
F	CORNER DUPLEX 2/3 BR	8
G	CLUBHOUSE	1
TOTAL NUMBER OF BUILDINGS		61
TOTAL NUMBER OF UNITS		208
TOTAL NUMBER OF PARKING SPACES		445

CONCEPTUAL SITE PLAN
NOT TO SCALE

The Rosier Alliance
3111 W Dr. Martin Luther King, Jr.
Suite 100
Tampa, Florida 33607 AA 3623

③

This instrument was prepared by:
Anthony Jones
Pinellas County
Community Development Department
600 Cleveland St., Suite 800
Clearwater, FL 33755

Return to: (TAS)
JOHNSON, POPE, BOKOR,
RUPPEL & BURNS, LLP
911 Chestnut Street
Clearwater, Florida 33756

**STATE HOUSING PARTNERSHIP INITIATIVE
Owner-occupied Affordable Housing Program
MORTGAGE**

THIS MORTGAGE is made this 8th day of October 2004 between **Crest Capital, LLP, a Florida Partnership** whose address is **1125 Second Avenue South, Tierra Verde, Florida, 33712** (herein Mortgagor), and Pinellas County, a political subdivision of the State of Florida, whose address is 600 Cleveland Street, Suite 800, Clearwater, Florida 33755 (herein Mortgagee).

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of **\$3,410,000 (Three Million Four Hundred Ten Thousand and NO/100 Dollars)**, which indebtedness is evidenced by Mortgagor's note dated this day (herein the "Note"), payable upon the sooner of Mortgagor's sale of the subject property or **1170 (Eleven Hundred Seventy)** consecutive calendar days following the date of this Mortgage, not including the date of this Mortgage; and

WHEREAS, Mortgagor does hereby mortgage, grant and convey to Mortgagee the following property as described in **Exhibit A** (attached) which has an address of **13400 Pine Street SW, Largo Florida** located in the County of Pinellas, State of Florida (herein Property Address) together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the Property; and

WHEREAS, Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Property, and

WHEREAS, Mortgagee and Mortgagor covenant and agree that all proceeds from this loan shall be used for purchase of the Property, the necessary construction activity as defined in the scope of work referenced in the Promissory Note, the terms of which are incorporated herein, agreed contingency funds, and reasonable closing costs associated with this loan. Excess funds, if any, will be returned to Mortgagee and applied to the Mortgagor's indebtedness in the following order: outstanding interest due, if any; fees, if any, and then to the principal balance of the mortgage.

WHEREAS, Mortgagor covenants that Mortgagor will take possession of the Property, perform the necessary construction in accordance with the Mortgagee's standards and practices, and affirmatively market the Property to income-eligible buyers whose household income does not exceed 120% of area median income as defined periodically by the U.S. Department of Housing and Urban Development, Mortgagor and Mortgagee mutually covenant and agree as follows:

1. **Payment of Principal:** Mortgagor shall promptly pay when due the principal sum of the indebtedness evidenced by the Note and in this Mortgage, upon the earlier of Mortgagor's sale of the subject property or **1170 (Eleven Hundred Seventy)** consecutive calendar days following the date of this Mortgage, not including the date of this Mortgage.

2. **Taxes and Insurance:** Mortgagor shall pay all ad valorem property taxes due on the subject property prior to any delinquency, and shall maintain adequate casualty, liability, and, if in a flood zone, flood insurance on the subject property until the Mortgagee is paid in full and this Mortgage is satisfied.

3. **Application of Payments:** Unless applicable law provided otherwise, all payments received by Mortgagee under the deed and this Mortgage shall be held by Mortgagor and will be applied to satisfy the Mortgage only upon full payment of amounts payable to Mortgagee under the Note and under this Mortgage.

4. **Charges and Liens:** Mortgagor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage in the manner provided herein. Failure to pay as required hereunder shall constitute a default of this Mortgage. Mortgagor shall promptly furnish to Mortgagee all notices of

amounts due under this paragraph, and shall promptly furnish to Mortgagee receipts evidencing such payments. Mortgagor shall promptly discharge any lien, whether or not such lien has priority over this Mortgage.

5. Hazard Insurance: Mortgagor shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Mortgagee may require, and in such amounts and for such periods as Mortgagee may require; provided, that Mortgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Mortgagee; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid timely when due, directly to the insurance carrier. All insurance policies and renewals thereof shall be in a form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all renewal notices and all receipts of paid premiums. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the Mortgagor directing the insurance company to apply insurance proceeds to the sums secured by this Mortgage by such outstanding sums directly to Mortgagee, with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor, or if Mortgagor fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property: Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

7. Protection of Mortgagee's Security: If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or fails to comply with the terms of the scope of work attached to the Promissory Note, the terms of which are incorporated herein by reference, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Mortgagee pursuant to this Paragraph 7, shall bear interest thereon at the rate of ten percent (10%) per annum, and shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof, and shall bear interest from date of disbursement at the rate payable from time to time on outstanding principal under the Note. Nothing contained in this Paragraph 7 shall require Mortgagee to incur any expense or take any action hereunder.

8. Inspection: Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefore related to Mortgagee's interest in the Property.

9. Condemnation: The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with excess, if any, paid to Mortgagor. In the event of a partial taking of the Property, unless Mortgagor and Mortgagee otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Mortgagor. If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.

10. Mortgagor Not Released: Extension of the time for payment or modification of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

11. Forbearance by Lender Not a Waiver: Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative: All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions: The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor. All covenants and agreements of Mortgagor shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for conveyance only and are not to be used to interpret or define the provisions hereof.

14. Notice: Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at such address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated hereinabove, in care of the Pinellas County or to such other address as Mortgagee may designate by notice to Mortgagor or Mortgagee when given in the matter designated herein.

15. Governing Law, Severability: The laws of the jurisdiction in which the Property is located shall govern this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Mortgagor's Copy: Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property: Except for the direct sale units to owner-occupants, if all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, including the creation of a lien or encumbrance subordinate to this Mortgage, the sums hereunder and under the Note shall be immediately due and payable without further notice to Mortgagor or Mortgagor's successor or assign.

18. Acceleration; Remedies: Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, including the covenants to pay when due any sums that are secured by this Mortgage, Mortgagee prior to acceleration shall mail notice to Mortgagor as provided in Paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding, the non-existence of a default or any other defense of Mortgagor to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Mortgagee, at Mortgagee's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect in such proceeding, all expenses of foreclosure, including, but not limited to, reasonable attorney's, fees, and costs of documentary evidence, abstracts and title reports.

19. Mortgagor's Right to Reinstate: Notwithstanding Mortgagee's acceleration for the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a Judgment enforcing this mortgage (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor continued in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage and in enforcing Mortgagee's remedies as provided in Paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligation secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents or Other Sums; appointment of Receiver: As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of or other sums generated by the Property, provided that Mortgagor shall, prior to acceleration under Paragraph 18 hereof or abandonment of the property, have the right to collect and retain such rents or other sums as they become due and payable. Upon acceleration under Paragraph 18 hereof or abandonment of the Property, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of or other sums generated by the Property, including those past due. All rents or other sums collected by the receiver shall be applied first to payment of Mortgagee's costs of management of the Property and collection of rents or other sums, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Release: Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

22. Attorney's Fees: As used in this Mortgage and in the Note, "attorney's fees" shall include attorney's

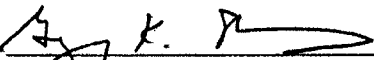
fees, if any, which may be awarded by an appellate court.

23. Deferred Payment as Personal Benefit: The Mortgagee's waiver of interest payments on the deferred payment of the sum secured by this Mortgage was made by Mortgagee to Mortgagor in furtherance of the Mortgagor's contributions to affordable housing and redevelopment efforts in Pinellas County. The waiver, therefore, results in a delay of reimbursement at a rate not otherwise available to the public at large. Accordingly, Mortgagor understands that this waiver is to be a personal benefit and not as an instrument to increase the value of the Property, or as a benefit that it may transfer to successive owners of the Property

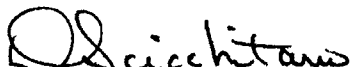
In Witness Whereof, Mortgagor has executed this Mortgage on the date recited hereinabove.

Signed, sealed, and delivered in the presence of:

CREST CAPITAL, LLP

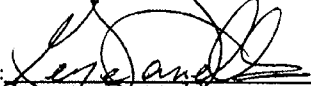

Witness

GREGORY K. SHOWERS
(Print Name)


Witness

D. Scicchitano
(Print Name)

By: Milmarson Development, LLC,
general partner

Name: 
George Farrell

Title: Managing Member
Fed. ID# 20-1717476

By: _____

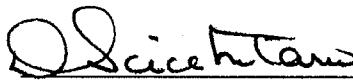
Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF PINELLAS } §

The foregoing instrument was acknowledged before me this 8th day of Oct., 2004, by a representative who is () personally known to me or ☒ who has produced FL. Driver's License as identification.


(signature)

(NOTARY STAMP/SEAL ABOVE)

(Name of Notary, typed, printed or stamped)

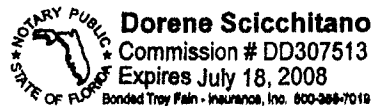
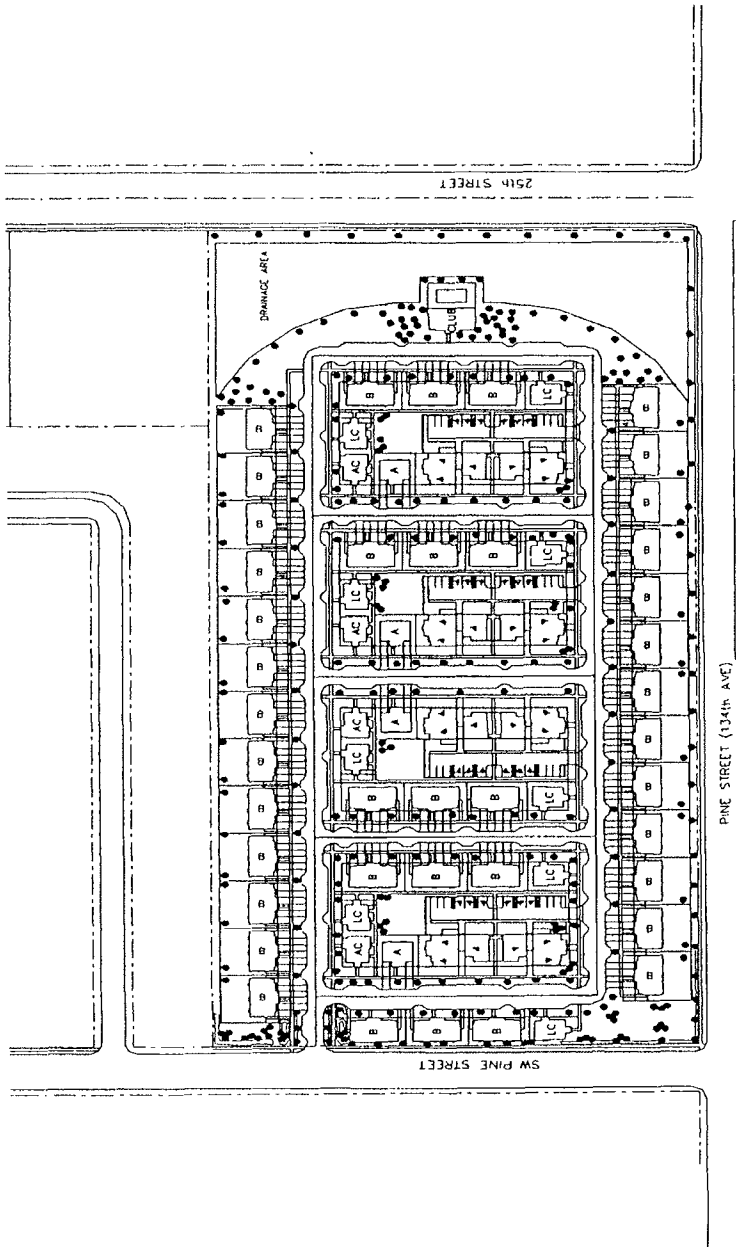


EXHIBIT "B"
CONCEPTUAL PLAN



PINE STREET (134th AVE)

CONCEPTUAL SITE PLAN

NOT TO SCALE

BUILDING TYPE LEGEND		
TYPE	DESCRIPTION	NUMBER OF BUILDINGS
A	MIDBLOCK DUPLEX 2/3 BR	5
AC	CORNER DUPLEX 2/3 BR	4
B	TRIPLEX 3/2/3 BR	56
C	SIX UNIT APARTMENT BUILDING	8
LC	CORNER DUPLEX 2/3 BR	8
CLUB	CLUBHOUSE	1
TOTAL NUMBER OF BUILDINGS		81
TOTAL NUMBER OF UNITS		208
TOTAL NUMBER OF PARKING SPACES		445

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