

APPRAISAL REPORT

**Vacant Commercial Land
3901 46th Avenue North
St. Petersburg, Florida 33714**

PREPARED FOR:

**Mr. Kit Lindsay
Real Estate Management
Administrative Services
Board of County Commissioners Pinellas County
509 South East Avenue
Clearwater, Florida 33756**

AS OF:

November 15, 2023

Prepared by:

McCORMICK, SEAMAN & TERRANA

**Donald J. Terrana
State-Certified General
Real Estate Appraiser RZ2486
Licensed Real Estate Salesman**

**Megan L. Dodson
State-Registered Trainee
Appraiser RI24403**

MST FILE # 23436

McCormick, Seaman & Terrana

Real Estate Appraisers & Consultants

1262 Dr. Martin Luther King, Jr. Street North

St. Petersburg, Florida 33705

Phone: (727) 821-6601

November 21, 2023

Mr. Kit Lindsay
Real Estate Management
Administrative Services
Board of County Commissioners Pinellas County
509 South East Avenue
Clearwater, Florida 33756

RE: Appraisal Report
Vacant Commercial Land
3901 46th Avenue North
St. Petersburg, Florida 33714

Dear Mr. Lindsay:

In response to your request, we have prepared an appraisal report of the vacant commercial parcel located at 3901 46th Avenue north in unincorporated Pinellas County with a St. Petersburg, Florida mailing address.

This appraisal report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice (USPAP), Financial Institutions Reform Recovery and Enforcement Act of 1989 (FIRREA), and the appraisal requirements of Board of County Commissioners Pinellas County. This report presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use as an aid in asset valuation. The appraiser is not responsible for unauthorized use of this report.

The scope of work in this appraisal included gathering land sales comparables from the subject's market area. Each comparable sale was inspected and verified. The land sales were adjusted to the subject on a Land Sales Comparison Grid based on several factors. The per square foot multiplier was then applied to the subject and the "As Is" fee simple market value was determined via the Sales Comparison Approach.

Only the Sales Comparison approach was utilized since it is the only method used to value vacant land.

Mr. Kit Lindsay
Real Estate Management
Administrative Services
November 21, 2023
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RE: Appraisal Report
Vacant Commercial Land
3901 46th Avenue North
St. Petersburg, Florida 33714

According to the Pinellas County public records the subject site contains a total of 67,518 SF MOL (more or less) or 1.55 acres. The site is triangularly shape. The site has approximately 451 FF (front feet) on 46th Avenue South, 376 FF on Mohr Avenue, and 288 FF on Lown Street North. This report should be read in its entirety, in order to fully understand the values being reported herein.

COVID-19 was officially declared a pandemic by the World Health Organization (WHO) on March 11, 2020. It is currently unknown what direct, or indirect, effect this event may have on the national economy, the local economy or the market in which the subject property is located. The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of this event, or any event, subsequent to the effective date of the appraisal.

Fee Simple Title "As Is": It is our opinion, considering the various factors contained within this report, that the estimated Market Value of the subject property, subject to the Limiting Conditions as noted on pages 3 - 6 of this report, Unencumbered, "As Is", In Fee Simple Title, as of November 15, 2023 was:

NINE HUNDRED THOUSAND AND TEN (\$910,000) DOLLARS

Note: The value stated herein assumes that the site is free of any environmental contamination.

Extraordinary Assumptions: In estimating the "As Is" value of the subject, we have not made any extraordinary assumptions.

Hypothetical Conditions: In estimating the "As Is" value of the subject, we have not assumed any hypothetical conditions.

Thank you for the opportunity to be of service.

McCORMICK, SEAMAN & TERRANA


Donald J. Terrana
State-Certified General
Real Estate Appraiser RZ2486
Licensed Real Estate Salesman


Megan L. Dodson
State-Registered Trainee
Appraiser RI24403

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CERTIFICATION

We certify that, to the best of our knowledge and belief:

- * The statements of fact contained in this report are true and correct.
- * The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
- * We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- * We have no bias with respect to the property that is the subject of this appraisal report or to the parties involved with this assignment.
- * Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- * Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- * We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.
- * The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.
- * The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- * Donald J. Terrana and Megan L. Dodson made a personal inspection of the property that is the subject of this report.
- * No one provided significant real property appraisal assistance to the person signing this certification.

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CERTIFICATION (Continued):

- * I, Donald J. Terrana, the supervisory appraiser of a registered appraiser trainee who contributed to the development or communication of this appraisal, hereby accepts full and complete responsibility for any work performed by the registered appraiser trainee in this report as if it were my own work.



Donald J. Terrana
State-Certified General
Real Estate Appraiser RZ2486
Licensed Real Estate Salesman



Megan L. Dodson
State-Registered Trainee
Appraiser RI24403

McCORMICK, SEAMAN & TERRANA

CONTINGENT AND LIMITING CONDITIONS AND SPECIAL ASSUMPTIONS:

Limiting Conditions:

This report is for no purpose other than a property valuation, and the appraiser(s) are neither qualified nor attempting to go beyond that narrow scope. The reader should be aware that there are inherent limitations to the accuracy of the information and analysis contained in this report. Before making any decisions based on the information and analysis contained in this report, it is critically important to read this entire report.

This Report is not a survey:

*** It is assumed that the utilization of the land and improvements (if any) is within the boundaries of the property lines of the property described and that there is no encroachment unless so noted within the report.

*** No survey has been made by the appraiser(s) and no responsibility is assumed in connection with such matters. Any maps, plats, or drawings reproduced and included in this report are intended only for the purpose of showing spatial relationships. A surveyor should be consulted, if there are any concerns on boundaries, set-backs, encroachments or other survey matters.

This Report is not a legal opinion:

*** No responsibility is assumed for matters of a legal nature that affect title to the property, nor is an opinion of title rendered. The title is assumed to be good and marketable. The value estimate is given without regard to any questions of title, boundaries, encumbrances or encroachments.

*** It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations laws unless non-compliance is defined and considered in the report.

*** It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless noncompliance/nonconformity is stated, defined, and considered in this report. Any significant question(s) should be addressed to local zoning and land use officials or an attorney.

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ASSUMPTIONS, CONTINGENT, AND LIMITING CONDITIONS (Continued):

This Report is not an engineering or property inspection report:

- *** This report should not be considered a report on the physical items that are a part of this property. Although the report may contain information about the physical items being appraised, it should be clearly understood that this information is only to be used as a general guide for property valuation and is not a complete or detailed physical report. The appraiser(s) are not construction, engineering, environmental, or legal experts, and any statement given on these matters in the report should be considered preliminary in nature.
- *** The observed conditions of the foundation, roof, exterior walls, interior walls, floors, heating systems, plumbing, insulation, electrical service and all mechanical and construction is based on a visual inspection only and no detailed inspection was made. The structures were not checked for building code violations, and it is assumed that all buildings meet the applicable building codes unless so stated in the report.
- *** It is assumed that there are no hidden or unapparent conditions of the property, sub-soil, or structures that would render it more or less valuable. No engineering or sub-soil tests were provided. No responsibility is assumed for such conditions.
- *** We do not have the expertise necessary to determine the existence of environmental hazards such as the presence of formaldehyde foam insulation, toxic wastes, toxic mold, asbestos or hazardous building materials or any other environmental hazard on the subject or surrounding properties. An expert in the field should be consulted if any interested party has questions on environmental factors.
- *** No chemical or scientific tests were performed by the appraiser(s) on the subject property, and it is assumed that the property presents no physical or health hazard. This includes but is not limited to: toxic molds, radon gas, lead based paints, air-borne pollutants or any other environmental contaminants.
- *** The age of any improvement on the subject property mentioned in this report should be considered a rough estimate. We are not sufficiently skilled in the construction trades to be able to reliably estimate the age of the improvement by observation. Parties interested in knowing the exact age of improvements on the property may wish to pursue additional investigation.
- *** Because no detailed inspection was made, and such knowledge goes beyond the scope of this report, any observed condition or comments given in this report should not be taken as a guarantee that a problem does not exist specifically. If any interested party is concerned about the existence, condition, or adequacy of any particular item, we suggest that a construction expert be hired for a detailed investigation.

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ASSUMPTIONS, CONTINGENT, AND LIMITING CONDITIONS (Continued):

*** The Americans with Disabilities Act went into effect on January 26, 1992. Among other goals, this legislation is intended to eradicate discrimination regarding access to public and commercial facilities. The requirements of the Act are extensive and complex and it is beyond the appraiser(s) expertise to evaluate the effects, if any, on the subject property. The value estimate is based upon the assumption that there is no significant effect on the value of the property by virtue of the American with Disabilities Act. The reader is urged to retain an expert in this field, if desired.

This Report is made under conditions of uncertainty with limited data:

*** Information (including projections of income and expenses) provided by local sources is assumed to be true, correct, and reliable.

*** The comparable sales data relied upon in the report is believed to be from reliable sources, and our best efforts have been made to confirm the data used. A diligent effort was made to verify the comparables used in this report.

*** All values shown in the report are projections based on our analysis as of the date of the report. These values may not be valid in other time periods or as circumstances change. We take no responsibility for events, conditions, or circumstances that take place subsequent to the date of value of this report.

*** Since mathematical models and other projections are based on estimates and assumptions which are inherently subject to uncertainty and variations depending upon evolving events, we do not represent them as results that will actually be achieved.

Report limitations:

*** These reports are technical documents addressed to the specific technical needs of clients. Casual readers should understand that this report does not contain all the information concerning the subject property or the real estate market. While no factor we believe to be significant to the client has been knowingly withheld, it is always possible that we have information of significance which may be important to others. Casual readers are cautioned about their limitation and cautioned against possible misunderstanding of the information contained in these reports.

*** This report was prepared at the request of and for the exclusive use of the client to whom the report is addressed. No third party shall have any right to use or rely upon this report for any purpose.

*** Value and conclusions for various components of the subject property as contained with this report are valid only when making a summation; they are not to be used independently for any purpose, and must be considered invalid if so used.

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ASSUMPTIONS, CONTINGENT, AND LIMITING CONDITIONS (Continued):

- *** There is no requirement by reason of this report to give testimony or to appear in court with reference to the property, unless sufficient notice is given to allow preparation, and additional fees paid by the client.
- *** The only intended user(s) of the appraisal shall be Client and those parties who are identified expressly as intended users in the report. Appraiser does not intend or anticipate that any other parties will use or rely on the appraisal. The appraisal is provided for Client's and the intended user's benefit alone and solely for the use identified in the report. The appraisal may not, without Appraiser's express written authorization, be used or relied on by any other party, even if that party pays all or part of the appraisal fee, or receives or sees a copy of the report. If Appraiser has granted authorization for other parties to use or rely on the appraisal, that authorization will be subject to additional terms which may be stated by Appraiser.
- *** Unauthorized Use or Publication. No part of the appraisal report or the Appraiser's opinions or conclusions may be published or used in any advertising materials, property listings, investment offerings or prospectuses, or securities filings or statements without Appraiser's written authorization. Any party who publishes or uses the report or Appraiser's work product without such authorization or who provides the report or Appraiser's work product for such unauthorized use or publication agrees to indemnify and hold Appraiser harmless from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in Appraiser's investigation and/or defense of any claim arising from or in any way connected to the unauthorized use or publication.
- *** No Third Party Beneficiaries of the Appraisal Services Agreement. Unless identified expressly in the agreement, there are no third party beneficiaries of any Appraisal Services Agreement between Client and Appraiser pertaining to the appraisal, and no other person or entity shall have any right, benefit or interest under such agreement. The identification of a party as an intended user of the appraisal does mean that the party is a third party beneficiary of the Appraisal Services Agreement.

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SUMMARY

- Appraisal Problem: Provide an estimate of the "As Is" market value of the subject.
- Definition of Market Value: Market Value is defined by the federal financial institutions as, "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and the seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
- (1) Buyer and seller are typically motivated;
 - (2) Both parties are well informed or well advised, and each acting in what he considers his own best interest;
 - (3) A reasonable time is allowed for exposure in the open market;
 - (4) Payment is made in terms of cash and US dollars or in terms of financial arrangements comparable thereto; and
 - (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."¹
- Intended Use of Report: Intended to assist the client in asset valuation.
- Intended User of the Report: Board of County Commissioners Pinellas County
- Interest Valued: Fee Simple
- Effective Date of Value: November 15, 2023
- Date of Report: November 21, 2023
- Competency Provision: The appraisers have appraised numerous properties similar to the subject and are qualified in education and experience to perform this assignment. Megan L. Dodson, Trainee RI24403 inspected the property with a supervisor, researched the data, located and adjusted comparables and developed and wrote the report totaling 15 work hours.

¹ Department of the Treasury, Office of Comptroller of the Currency, Board of Governors of the Federal Reserve System, Federal Deposit Insurance Corporation, Office of Thrift Supervision and National Credit Union Administration under 12 CFR Part 34, Real Estate Appraisals and Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA"); and the Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010.

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SUMMARY (Continued):

Scope of Work: Inspected the subject site. Market research was gathered from numerous sources including but not limited to: Public Records of Pinellas County, Property Appraiser's office of Pinellas County, The Planning & Zoning Departments of Pinellas County, CoStar, Multiple Listing Service and the appraiser's files and database. The primary emphasis in the data research centered on the subject's market area of the Mid-Pinellas County.

Each land sale was inspected and verified. The land sales were adjusted to the subject on a Land Sales Comparison Grid based on several factors. The price per square foot was then applied to the subject and the estimated "As Is" value of the land was determined.

Only the Sales Comparison Approach was utilized since it is the only method used to value vacant land.

Owner of Record: Pinellas County

Property Address: 3901 46th Avenue North, St. Petersburg, Florida 33714

Parcel Number: 03-31-16-51012-025-0030

Legal Description: LELLMAN HEIGHTS 2ND SEC BLK 25, LOTS 1 THRU 25 & VAC ALLEYS ADJ LESS THAT PART OF LOTS 1 & 2 DESC BEG SE COR OF LOT 1 TH S89D44'W 79.15FT TH N00D25'20"W 57.22FT TH S89D53'35"E 23.36FT TH S44D39'E 79.87FT TO POB, as recorded in Plat Book 14, Page 68, in the public records of Pinellas County, Florida.

Census: 247.02

Land Area: 67,518 SF MOL or 1.55 acres, according to Pinellas County public records

Access: Access is available to the site via 46th Avenue North on the southern elevation, Mohr Avenue on the northwestern elevation, and Lown Street North on the northeastern elevation.

Flood Plain Map: According to the Pinellas County FEMA Flood Map #12103C0208J, map revised 8/24/2021, the subject is located in flood zone "X", which are areas of minimal flooding.

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SUMMARY (Continued):

Zoning: "R-5-CO" – Urban Residential-Conditional Overlay– Pinellas County

Land Use: Residential Urban

The R-5, Urban Residential District provides for areas where the development of small-lot, detached single-family, two-family and three-family dwellings and townhouses are appropriate.

The purpose of a Conditional Overlay (CO) is to provide for additional limitations to the underlying zoning district, to ensure compatibility with surrounding uses and consistency with the comprehensive plan and code.

Single-Family Detached development has a minimum site size of 3,000 SF. No other permissible development for this zoning has a minimum site size. The subject's 67,518 SF MOL site exceeds the minimum lot size of 3,000 SF.

Market Area: The subject is located on the north side of 46th Avenue North between Mohr Avenue and Lown Street in unincorporated Pinellas County with a St. Petersburg, Florida mailing address. This area is bounded by 54th Avenue North to the north, 38th Avenue North to the south, 49th Street North to the west, and 34th Street North to the east. Land uses in this area of 46th Avenue North are predominately residential with some commercial, light industrial, retail, and agricultural uses.

Five Year Sales History: The subject sold January 2019 for \$300,000 and sold November 2019 for \$720,000. No other sales in the past five years.

Listing Data: To the best of our knowledge, the subject is not currently listed on the market.

Tax Information: 2023 Assessed Value: \$ 559,938.00
2023 Real Estate Taxes: \$ 1,146.43

Estimated Marketing Time: It is our opinion that the estimated marketing time for the subject would be six to nine months. This is based on the assumption that it is properly priced, advertised and marketed by a firm experienced in the sale of this type of property.

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SUMMARY (Continued):

Reasonable Exposure Time: Based on an analysis of the subject property and its competitive market area, it has been estimated that a reasonable “exposure time” for the subject property, if it had been offered for sale prior to the date of valuation, would have been six to nine months. This is based on the assumption that it would have been marketed by a firm experienced in the sale of this type of property with their time and effort being adequate, sufficient and reasonable.

Highest & Best Use

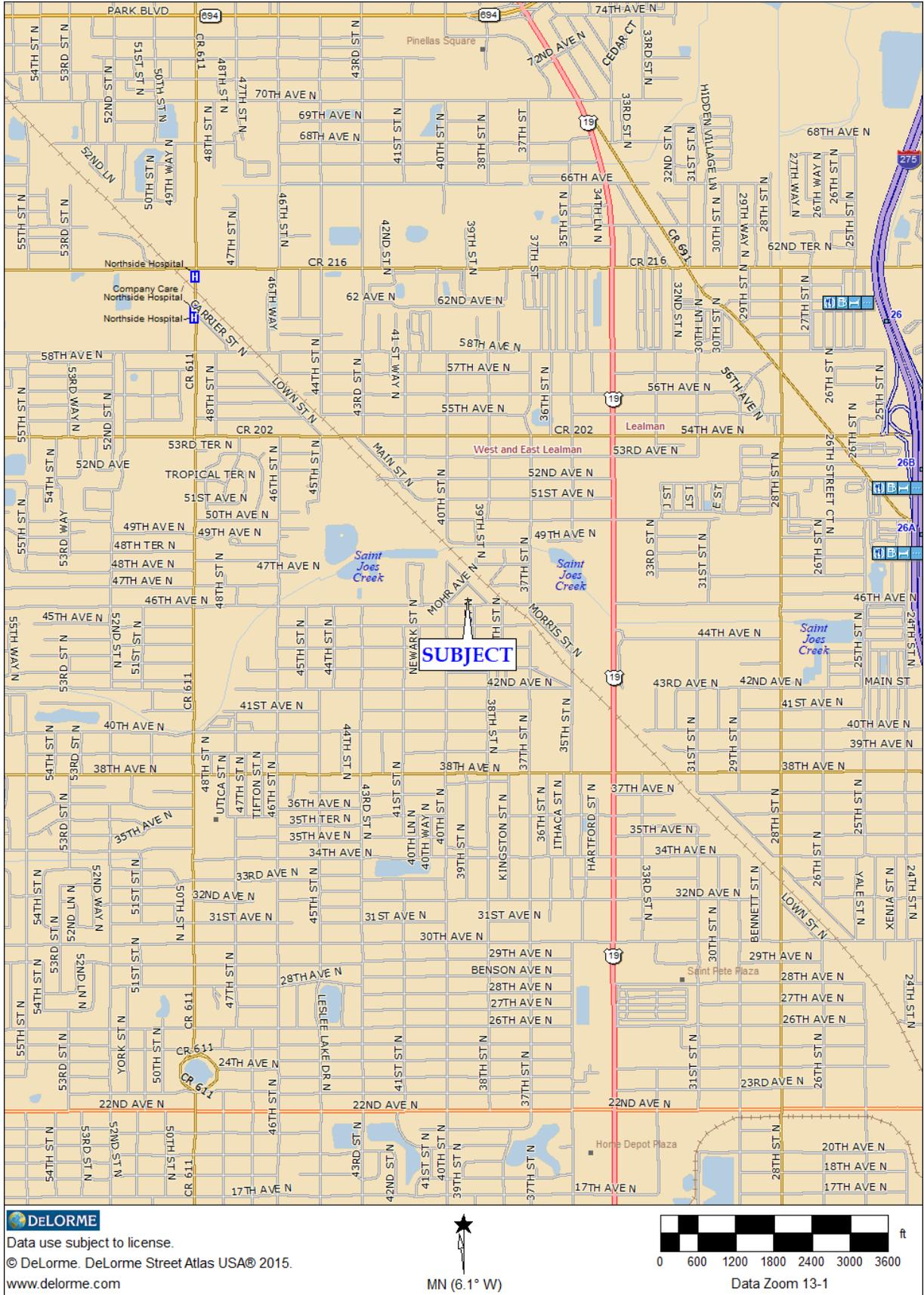
As Vacant:

Based on the location of the subject site, its zoning and its surrounding uses, the highest and best use of the site as vacant, would be for a multi-family development.

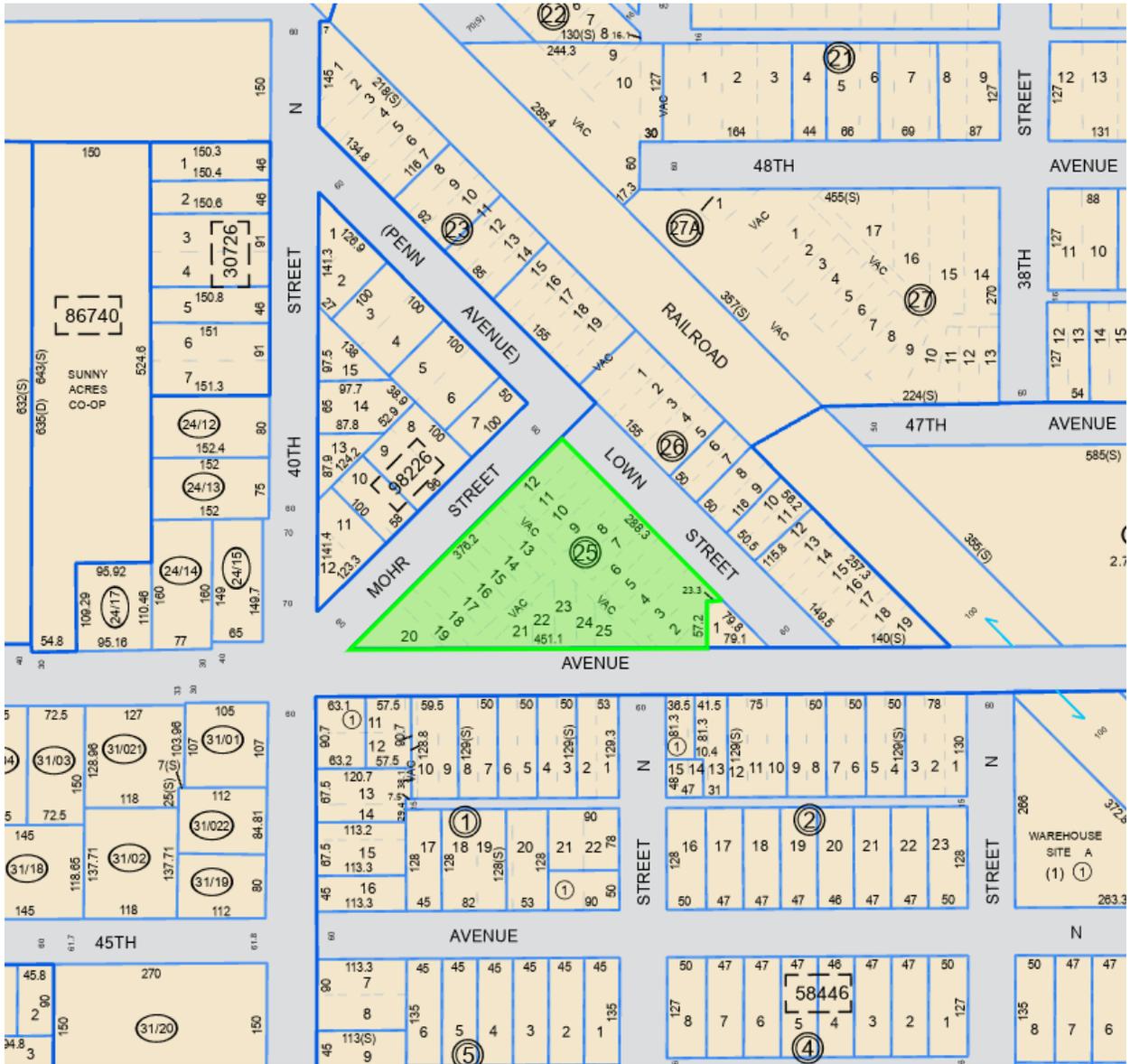
Comments:

The subject site is level and cleared. City water, sewer, and electric are available to the site.

SUBJECT LOCATION MAP

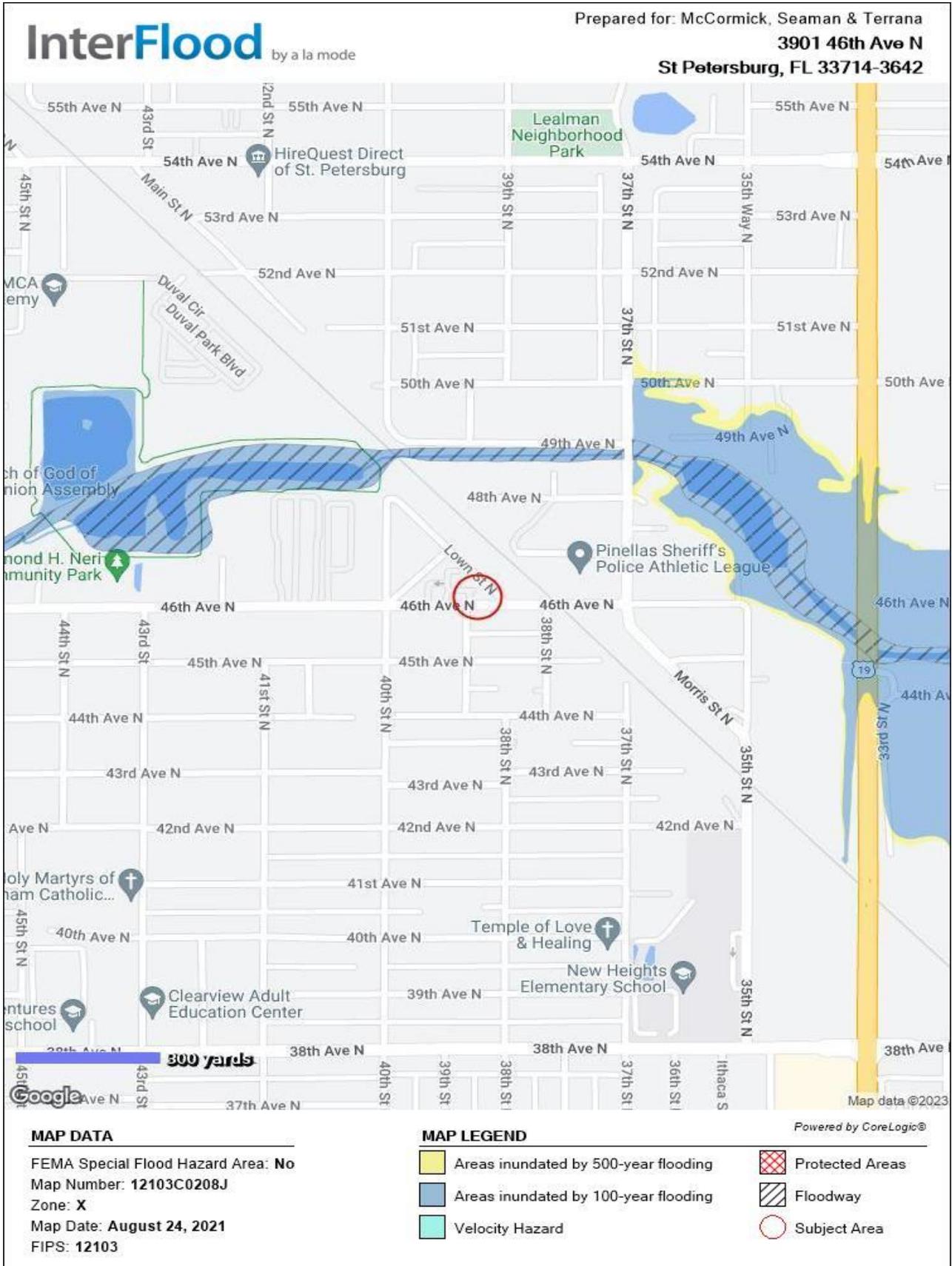


SUBJECT PLAT MAP



Parcel ID: 03-31-16-51012-025-0030
3901 46th Avenue North
St Petersburg, FL 33714

SUBJECT FLOOD MAP



McCORMICK, SEAMAN & TERRANA

PHOTOGRAPHS



VIEW OF SUBJECT LOOKING NORTHEAST



VIEW OF SUBJECT LOOKING SOUTHEAST

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PHOTOGRAPHS



STREET SCENE LOOKING WEST ON 46TH AVENUE NORTH



STREET SCENE LOOKING EAST ON 46TH AVENUE NORTH

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SALES COMPARISON APPROACH

According to The Appraisal of Real Estate, 14th Edition, The sales comparison approach is: “The process of deriving a value indication for the subject property by comparing similar properties that have sold recently with the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale pricing (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison.”²

The Direct Sales Comparison Approach involves a number of logical steps.

- (1) The gathering of sales data and information from appropriate sources.
- (2) Analyzing and verifying data; or sorting out of valid value indications from
- (3) Then an adjustment process is applied. The adjustment process compares each comparable sale to the subject property in terms of physical characteristics as well as items such as financing.
- (4) A summation is made of all measurable differentials into a single adjusted indication of value for each comparable property.
- (5) A reconciliation of each indicated comparable value into a final estimate of value via the Direct Sales Comparison Approach.

In the reconciliation, all factors are reviewed in terms of their strengths and weaknesses in order to assess the overall quality and comparability of the data. In this way, the greatest weight is typically placed on those comparable sales which would be the best indications of value for the subject property.

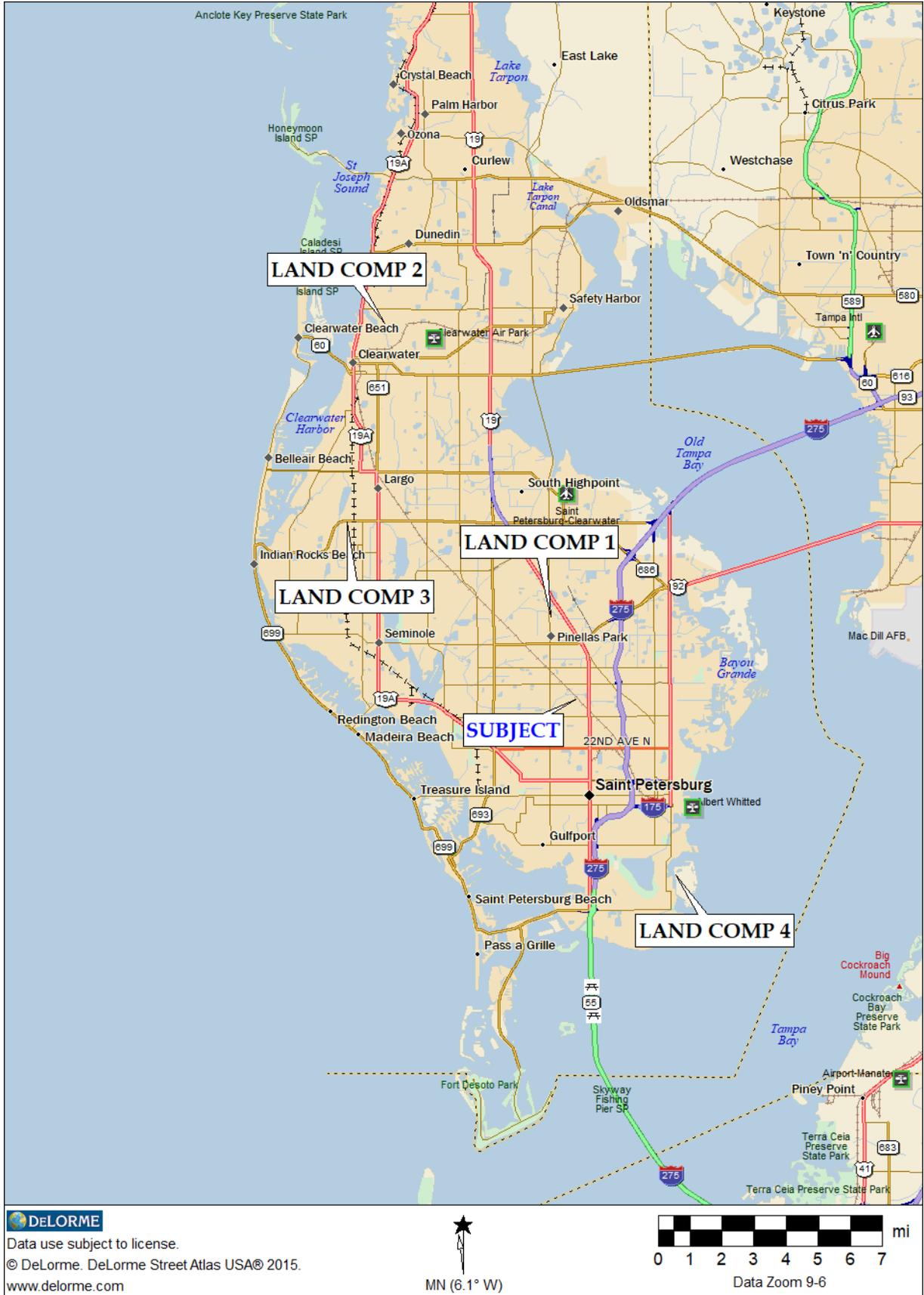
This approach measures directly the actions and attitudes of buyers and sellers in the market through analysis of properties which have recently sold and have characteristics similar to the property being appraised. No two properties are exactly alike and thus are unique to them-selves. Because of this fact the process of comparing properties to the subject involve making necessary adjustments for dissimilarities. Adjustments normally made consist of but are not limited to: time of sale, conditions of sale or financing terms, physical and income characteristics, location, and zoning.

We conducted a search of the subject’s market area to locate sales of vacant land similar to the subject. We located four sales we felt were capable of being adjusted to the subject.

Included on the following pages are a sales location map and details of the four comparables.

²The Appraisal of Real Estate, 14th Edition, Appraisal Institute, Chicago, IL, 2013, Page 377

LAND SALES COMPARABLE MAP



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COMPARABLE LAND SALE NO. 1



Date of Sale: October 2022
Location: 8755 49th Street North, Pinellas Park, FL 33782
Grantor: First United Methodist Church of Pinellas Park, Inc.
Grantee: Avanti Apartments of Pinellas Park, LLC
Recording: 22235/1258
Sale Price: \$1,151,000
Financing: None indicated.
Cash equivalency: Cash to seller, no adjustments required.
Land Size: 96,703 SF (2.22 acres MOL)
Price PSF: \$11.90
Parcel Number: 21-30-16-69822-400-6301
Zoning: "R-5"
Flood Zone: "X" & "AE"
Verification: MLS, Public Records, & Warranty Deed.

Comments: This property is rectangular in shape and basically cleared. At the time of sale, there were two church buildings on the property that have since been demolished. Water and sewer are available to the site. The site is zoned "R-5" Multifamily Residential which allows for up to 15 dwelling units per acre or 33 dwellings for this site. Access is adequate.

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COMPARABLE LAND SALE NO. 2



Date of Sale: September 2023
Location: 1718 North Betty Lane, Clearwater, FL 33755
Grantor: Habitat for Humanity Pinellas County, Inc.
Grantee: Homeless Emergency Project, Inc.
Recording: 22569/135
Sale Price: \$1,000,000
Financing: None indicated.
Cash equivalency: Cash to seller, no adjustments required.
Land Size: 93,654 SF (2.15 acres MOL)
Price PSF: \$10.68 PSF
Parcel Number: 03-29-15-00000-430-0400
Zoning: "C" & "LMDR"
Flood Zone: "X"
Verification: Public Records & Warranty Deed.

Comments: This site is slightly irregular, basically cleared, and zoned Commercial and Low Medium Density Residential. Water and sewer are available to the site. Access is adequate.

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COMPARABLE LAND SALE NO. 3



Date of Sale: October 2022
Location: 133rd Avenue North & 119th Street, Seminole, FL 33778
Grantor: JRFF, LLC
Grantee: Ranall, LLC
Recording: 22241/917
Sale Price: \$320,000
Financing: None indicated.
Cash equivalency: Cash to seller, no adjustments required.
Land Size: 24,030 SF (0.55 acres MOL)
Price PSF: \$13.32 PSF
Parcel Number: 09-30-15-00000-120-2200
Zoning: "RM"
Flood Zone: "X"
Verification: MLS, Public Records, & Warranty Deed.

Comments: This rectangular shaped parcel is level and clear. Utilities are available and access is average. This site is zoned Residential Multi-Family.

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COMPARABLE LAND SALE NO. 4



Date of Sale: July 2022
Location: 3850 Pompano Drive Southeast, St. Petersburg, FL 33705
Grantor: Coquina Key Property Owners Association, Inc.
Grantee: Sight Coquina, LLC
Recording: 22139/2341
Sale Price: \$850,000
Financing: None indicated.
Cash equivalency: Cash to seller, no adjustments required.
Land Size: 43,996 SF (1.01 acres MOL)
Price PSF: \$19.32 PSF
Parcel Number: 06-32-17-51444-017-0003
Zoning: "NSM-1"
Flood Zone: "AE"
Verification: MLS, Public Records, & Warranty Deed.

Comments: This site is basically rectangular and zoned Neighborhood Suburban Multifamily allowing 13 units to be developed. Water and sewer are available to the site. Access is adequate.

<i>Land Value</i> 3901 46th Avenue North St. Petersburg, Florida		LAND SALES ADJUSTMENT GRID			
SALE NUMBER	SUBJECT	1	2	3	4
DATE OF SALE	<i>N/A</i>	Oct-22	Sep-23	Oct-22	Jul-22
SALE PRICE	<i>N/A</i>	\$1,151,000	\$1,000,000	\$320,000	\$850,000
SIZE (SF)	67,518	96,703	93,654	24,030	43,996
SALE PRICE PER UNIT	<i>N/A</i>	\$11.90	\$10.68	\$13.32	\$19.32
ELEMENTS REQUIRING ADJUSTMENT					
FINANCING/ CONDITIONS OF SALE		0%	0%	0%	0%
FINANCING ADJ PER UNIT	<i>N/A</i>	0.00	0.00	0.00	0.00
ADJUSTED SALE PRICE/UNIT	<i>N/A</i>	\$11.90	\$10.68	\$13.32	\$19.32
MARKET CONDITIONS					
NUMBER OF MONTHS		11	2	11	16
		0%	0%	0%	0%
DATE OF VALUE	Nov-23	\$0.00	\$0.00	\$0.00	\$0.00
ADJUSTED SALE PRICE/UNIT	<i>N/A</i>	\$11.90	\$10.68	\$13.32	\$19.32
PHYSICAL ELEMENTS OF ADJUSTMENT					
LOCATION	46th Ave N	0%	0%	0%	0%
ACCESS	Average	0%	0%	0%	0%
SIZE (SF)	67,518	5%	5%	-5%	-5%
SHAPE	Irregular	-5%	0%	-5%	-5%
TOPOGRAPHY	Level/Clear	0%	0%	0%	0%
UTILITIES	Available	0%	0%	0%	0%
ZONING	"R-5-CO"	0%	-5%	0%	0%
FLOOD ZONE	"X"	5%	0%	0%	5%
NET ADJUSTMENTS (UNIT)	<i>N/A</i>	\$0.60	\$0.00	-\$1.33	-\$0.97
ADJUSTED PRICE/UNIT	<i>N/A</i>	\$12.50	\$10.68	\$11.99	\$18.35

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SALES COMPARISON APPROACH (Continued):

COMPARABLE SALES ADJUSTMENT GRID:

The four comparable sales, as unadjusted, indicate a value range from a low of \$10.68 per square foot to a high of \$19.32 per square foot.

Financing/Conditions of Sale: We are not aware of any conditions of sales or atypical financing that would require adjustments.

Market Conditions: The market for vacant land over the past 16 months the market for vacant land has been fairly stable with no adjustments.

Additional adjustments were made for overall differences or physical characteristics that may affect the overall sales price. If the comparable is superior to the subject property, a negative adjustment is made to make the comparable sale equal with the subject. If the comparable sale is inferior, a positive adjustment is made. The idea is to make the sales equal to the subject. These elements of adjustment are discussed below:

Location: The subject is located on 46th Avenue North in unincorporated Pinellas County. All four comparables have similar locations and were not adjusted.

Access: The subject has average access, as do all four comparables with no adjustments.

Size (SF): The subject is 67,518 SF MOL. Sales #1 and #2 are larger than the subject. Typically, larger properties sell for lower the price per square foot than smaller properties. Therefore, Sales #1 and #2 were each adjusted upward 5%. Sales #3 and #4 are smaller than the subject and were each adjusted downward 5%.

Shape: The subject is irregular in shaped. Sales #1, #3, and #4 are basically rectangular in shaped. Rectangular shaped parcels are less costly to develop than irregular shaped parcels. Therefore, Sales #1, #3, and #4 were each adjusted downward 5%. Sale #2 is irregularly shaped and not adjusted.

Topography: The subject is level and cleared. All four comparables have similar topography and were not adjusted.

Utilities: The subject and all four sales have utilities available and were not adjusted.

Zoning: The subject is zoned "R-5-CO" which allows for single-family and multi-family development. Sales #1, #3, and #4 have similar zoning and were not adjusted. Sale #2 has multi-family and commercial zoning and was adjusted downward 5%.

Flood Zone: The subject is in a FEMA Flood zone "X" which is not a designated flood hazard area. Sales #1 and #4 are in "AE" flood zones, which are FEMA designated flood hazard areas. Most lenders will require flood insurance and these areas must adhere to FEMA regulations. Therefore, Sale #1 and #4 were each adjusted upward 5%. Sales #2 and #3 are in a similar flood zone as the subject and were not adjusted.

McCORMICK, SEAMAN & TERRANA

SALES COMPARISON APPROACH (Continued):

Summary: The adjusted values of the four comparable land sales range from a low of \$10.68 per square foot to a high of \$18.35 per square foot. Based on the above analysis, it is our opinion that the market value of the subject on a per square foot basis via the Sales Comparison Approach is \$13.50 PSF.

67,518 SF MOL X \$13.50 PSF = \$ 911,493

Rounded To: \$ 910,000

Fee Simple Title “As Is”: It is our opinion, considering the various factors contained within this report, that the estimated Market Value of the subject property, subject to the Limiting Conditions as noted on pages 3 - 6 of this report, Unencumbered, "As Is", In Fee Simple Title, as of November 15, 2023 was:

NINE HUNDRED THOUSAND AND TEN (\$910,000) DOLLARS

Extraordinary Assumptions: In estimating the “As Is” value of the subject, we have not made any extraordinary assumptions.

Hypothetical Conditions: In estimating the "As Is" value of the subject, we have not assumed any hypothetical conditions.

Note: The value stated herein assumes that the site is free of any environmental contamination.

EXHIBIT “A”
APPRAISER QUALIFICATIONS

APPRAISER QUALIFICATIONS

DONALD J. TERRANA

EDUCATION:

Bachelor of Arts, 1981
University of South Florida, St. Petersburg, Florida
Cook School of Real Estate, F.R.E.C. Course I

APPRAISAL COURSES:

Florida Appraisal Laws and Regulations 2022
National USPAP Update Course 2022
Introduction to Expert Witness Testimony for Appraisers: To Do or Not to Do 2022
Residential Appraisal Review and USPAP Compliance 2022
Complex Properties: The Odd Side of Appraisals 2022
Divorce and Estate Appraisals: Elements of Non-Lender Work 2022
Mortgages, Appraisals, and Foreclosures 2020
An Appraisers Guide to Expert Witness Assignments 2020
The Workfile: Compliance and Support 2018
National USPAP Update Course 2018
National Appraising for the Supervisor & Trainee 2016
National Appraising for the Supervisor & Trainee 2016
Florida State Law for Real Estate Appraisers 2016
Appraisal Review of Residential Properties 2016
Mortgage Fraud-Protect Yourself 2014
REO & Foreclosures 2014
Appraising & Analyzing Industrial & Flex Building for Mortgage Underwriting 2012
Florida Supervisor Trainee Roles & Rules 2010
Ad Valorem Tax Consultation 2010
How to Analyze & Value Income Properties 2010
Certified General Appraisal Course 3/AB III 2000
Residential Course II/AB II 1999
Residential Course II/AB IIB 1999
FREAB Licensed Residential Appraisals AB1/1996

FLORIDA REGISTRATIONS:

State Certified General Real Estate Appraiser RZ2486
Licensed Real Estate Associate #0494132

EMPLOYMENT:

McCormick, Seaman & Terrana
Formerly McCormick, Braun & Seaman
Vice President
September 1996 – Present
St. Petersburg, Florida

Special Magistrate to the Hillsborough County
Value Adjustment Board
2018-Present

Special Magistrate to the Pinellas County
Value Adjustment Board
2007-Present

Special Magistrate to the Hernando County
Value Adjustment Board
2010-2016

Appraisals Inc.
December 2007 - Present
St. Petersburg, Florida



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

TERRANA, DONALD J

1262 DR MARTIN LUTHER KING JR ST N
ST PETERSBURG FL 33705

LICENSE NUMBER: RZ2486

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

APPRAISER QUALIFICATIONS

MEGAN L. DODSON

EDUCATION:

Bachelor of Science, Real Estate, 2015
Florida State University, Tallahassee, Florida
Cook School of Real Estate, 2017

**APPRAISAL
COURSES:**

2020 – 2021 USPAP Update Course
2020 An Appraisers Guide to Expert Witness Assignments
2020 Appraising Small Residential Income Properties
2020 Mortgages, Appraisers, and Foreclosures
2020 Florida Real Estate Appraisal Laws & Rules
2018 – 2019 USPAP Update Course
2018 Appraisal Review of Residential Properties
2018 Methodology and Application of Sales Comparison
2018 Better to be Safe than Sorry
2018 Florida Real Estate Appraisal Laws & Rules
2017 National Appraising for the Supervisor & Trainee
2017 National USPAP Course
2015 Real Estate Market Analysis
2015 Real Estate Investment
2015 Legal Environment Real Estate
2014 Real Estate Finance
2014 Real Estate Valuation

**FLORIDA
REGISTRATIONS:**

State Registered Trainee Appraiser RI24403

EMPLOYMENT:

McCormick, Seaman & Terrana
Staff Appraiser Trainee
September 2017 – Present
St. Petersburg, Florida

Your Florida Real Estate
January 2016- October 2016
Listing & Marketing Coordinator

Donovan Home Sales
June 2015 - January 2016
Office Administrator



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

FLORIDA REAL ESTATE APPRAISAL BD

THE REGISTERED TRAINEE APPRAISER HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

DODSON, MEGAN LARISSA

8654 69TH STREET NORTH
PINELLAS PARK FL 33782

LICENSE NUMBER: RI24403

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

EXHIBIT “B”

ZONING

Sec. 138-386. R-5, Urban Residential District.

The R-5, Urban Residential District provides for areas where the development of small-lot, detached single-family, two-family and three-family dwellings and townhouses are appropriate. The district is intended to allow compact, urban-style dwelling units typically comprised of smaller living spaces on smaller lots.

The R-5 district should be located in or near urbanized areas where sufficient transportation facilities and urban infrastructure are readily available. The district is also intended for properties in and around established urban residential neighborhoods that are planned to accommodate infill redevelopment. The district facilitates compact infill redevelopment by allowing housing types with small lots and minor structural setbacks. This district shall include all areas indicated on the zoning atlas maps as R-5.

R-5 residential neighborhoods should be developed around and incorporate common open space areas such as parks and courtyards.

(Ord. No. 18-36 , § 3(Att. B), 10-23-18)

Sec. 138-386.1. R-5, Urban Residential District—Development parameters.

R-5 — Development Parameters Table⁽³⁾									
Density and Intensity Standards ⁽⁶⁾	Single-Family Detached								
	Max. Building Height (ft) ⁽¹⁾	Min. Lot			Min. Setbacks (ft) ⁽²⁾				
		Area	Width (ft)	Depth (ft)	Front-Structure	Front-Garage	Side ⁽⁴⁾ Interior	Side Street	Rear
<i>See underlying Future Land Use Category</i>	35	3,000 sf	N/A	N/A	10	20	5	10	5
	Single-Family Attached/Two-family Dwelling / Three-family Dwelling								
	Max. Building Height (ft) ⁽¹⁾	Min. Lot			Min. Setbacks (ft) ⁽²⁾				
		Area	Width (ft)	Depth (ft)	Front-Structure	Front-Garage	Side ⁽⁴⁾ Interior unit / end unit	Side Street	Rear
	45	N/A	N/A	N/A	10	20	0 / 5	10	10 / 5 ⁽⁵⁾
	All Other Uses and Building Types								
Max. Building Height (ft) ⁽¹⁾	Min. Lot			Min. Setbacks (ft) ⁽²⁾					
	Area	Width (ft)	Depth (ft)	Front-Structure	Front-Garage	Side ⁽⁴⁾ Interior	Side Street	Rear	
45	N/A	N/A	N/A	10	20	5	10	10 / 5 ⁽⁵⁾	
1. Other height requirements and allowances may be applicable pursuant to chapter 138, article X, division 1, section 138-3501, measurement of height and limitations.									
2. Other setback requirements and allowance may be applicable pursuant to chapter 138, article X, division 1, section 138-3505, setback measurements, allowances and restrictions.									
3. These development parameters may be superseded by other requirements as part of an adopted development master plan and/or conditional overlay.									
4. Interior attached units: 0-feet, attached end units: 5-feet. For units not located in individual platted lots, buildings must provide a 10-foot separation from an adjacent structure. Zero Lot Line detached units shall provide a 0-foot setback on one side and a 10-foot side setback on the opposite side property line.									
5. Alley-accessible garages are permitted a 5-foot setback from the property line that abuts an alley.									
6. The maximum impervious surface ratio (ISR) is 0.75 for residential uses. For nonresidential uses, see the underlying future land use category.									

(Ord. No. 18-36 , § 3(Att. B), 10-23-18; Ord. No. 21-11 , § 39, 4-27-21)

Sec. 138-386.2. R-5, Urban Residential District—Additional requirements and clarifications.

- (a) Each residential building may include up to six individual dwelling units.
- (b) Lots that abut an improved alley shall provide parking in the rear of the dwelling and/or within rear-loaded garages.
- (c) Entrances for residential units shall be oriented to a public or private adjacent street, alley, open space area, or internal courtyard.
- (d) A garage vehicle door/opening located on a street-facing facade shall be limited to 55 percent of the facade width in which it is located. This standard shall not be applicable to garages served by alleys.
- (e) All street-facing garage vehicle doors/openings should be set back behind the primary home door, entryway, and/or porch structure.
- (f) An alternative parking plan may be provided in lieu of the requirements of article X, division 2 of this chapter.

(Ord. No. 18-36 , § 3(Att. B), 10-23-18)

DIVISION 2. CONDITIONAL OVERLAY

Sec. 138-1200. Definition, purpose and intent.

The purpose of a Conditional Overlay (CO), is to provide for additional limitations to the underlying zoning district, to ensure compatibility with surrounding uses and consistency with the comprehensive plan and this Code. (Ord. No. 18-36 , § 3(Att. B), 10-23-18)

Sec. 138-1201. Development regulations generally.

The development regulations imposed by a CO are more restrictive than the regulations otherwise applicable to the property under this Code. Development of property subject to the application of a CO shall be pursuant to its underlying zoning district, as limited by the regulations imposed by the CO. Each resolution applying a CO shall define the land area which it covers along with the specific regulations imposed. The property specific development regulations shall be made a part of the zoning atlas and noted on each property to which they apply. Conditional overlays shall be indicated on the zoning atlas by an overlay pattern or shading, as deemed appropriate.

(Ord. No. 18-36 , § 3(Att. B), 10-23-18)

Sec. 138-1202. Limitation on permitted development regulations.

Development regulations imposed by a CO shall be limited to those which:

- (a) Prohibit certain Type 1, 2 and 3 uses and accessory uses otherwise authorized in the underlying zoning district;
- (b) Decrease the number or average density of dwelling units that may be constructed on the subject property;
- (c) Increase minimum lot size, minimum lot depth or minimum lot width requirements;
- (d) Limit maximum floor area ratio (FAR);
- (e) Limit maximum height;
- (f) Increase minimum yard and setback requirements;
- (g) Limit building or impervious coverage;
- (h) Impose specific design criteria; AND/OR
- (i) Restrict access to /from adjacent roadways.

(Ord. No. 18-36 , § 3(Att. B), 10-23-18)

Sec. 138-1203. Boundaries.

COs shall be indicated on the zoning atlas by an overlay pattern or shading, as deemed appropriate by the county administrator or designee.

(Ord. No. 18-36 , § 3(Att. B), 10-23-18)

Secs. 138-1204—138-1299. Reserved.

EXHIBIT “C”

CLIENT FURNISHED DATA



**Pinellas County Purchasing Department
Board of County Commissioners
Pinellas County**

400 S Ft Harrison Ave
6th Floor Annex Bldg
Clearwater FL 33756

The Standard Purchase Order Number must appear on all packages, shipping notices, invoices and correspondence

PO Date	08-NOV-2023
Revision Date	
Buyer/Phone No	Alexander Meloy 727-464-3147
Sales Tax Exempt No	85-8013287050C-7
Requisitioner Phone No Requisition No	Brown, Mr. Andrew William 727-453-3390 119160
Director Approval	
Quote/Contact	

Supplier:

McCormick Seaman & Terrana
1262 Dr. Martin Luther King Jr St N
St Petersburg FL 33705
727-821-6601

Ship To:

Real Estate Management
Administrative Services
509 S East Ave
Clearwater, FL 33756
727-464-3494

Invoice To:

Finance Division Accounts Payable
Board of County Commissioners Pinellas County
PO Box 2438
Clearwater, FL 33757
727-464-8389 -
FinanceAccountsPay@MyPinellasClerk.org

Notes:

Requisition Number 119160 for Real Estate Management

This purchase order has been issued to provide a tracking mechanism for the requisitioning department. Approvals, expenditures, and expirations will not be tracked by the Purchasing Department. Appropriate approvals and expenditure activity will be tracked and managed by the requisitioning department.

Per attached proposal dated 11/3/2023 for the Appraisal of 3901 46th Avenue North, St. Petersburg, FL 33714

County Contact: Kit Lindsay at klindsay@pinellas.gov

Notes:

Supplier No	Payment Terms	Freight Terms	FOB	Ship Via	Delivery date
45928	Net 45	Freight Included	Destination	Best Way	06-DEC-23

Line	County Item Number / Description	Quantity	UOM	Unit Price	Amount
1	3901 46th Ave N St Pete Appraisal		Dollar (s)		1,400.00
	Charge Account 3001.416100.5611000.3039.004150A	1,400.0000			
TOTAL					1,400.00

<p>It is hereby certified that all provisions of the laws of Florida were complied with in issuing this order, and that there are sufficient and properly appropriated funds to liquidate this obligation. This purchase order is governed by the terms and conditions below.</p> <p>Notice: Vendors doing business with Pinellas County are required to show proof of current Pinellas Construction licenses, if applicable</p>	Board of County Commissioners
	Pinellas County, Florida
	 (Authorized Signature)

If this Purchase Order is issued under an existing written Contract between County and Contractor, the terms of the Contract shall prevail over any conflicting terms herein. All other terms shall remain in full force and effect.

TERMS AND CONDITIONS

ACCEPTANCE - ENTIRE AGREEMENT - Acceptance of this Purchase Order will be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. Pinellas County and the Contractor shall not be bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, acknowledgement in force, or any other communication from Contractor to Pinellas County unless such provision is expressly agreed to and confirmed to in writing.

ASSIGNMENT/SUBCONTRACTING - The Contractor shall provide the Services required by this Agreement. No assignment or subcontracting shall be allowed without prior written consent of the Pinellas County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the Pinellas County, within (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. In that event, the Pinellas County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state or federal laws.

CAPTIONS - Captions have been provided for the benefit of the parties, and for reference only, and are not deemed to be part of the agreement created.

COMPENSATION - Pinellas County shall pay Contractor upon Contractor's completion of, and Pinellas County's acceptance of, the services required herein, as specified. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statutes Section 218.70.

- **Invoicing** - Invoice(s) must be submitted to the billing address indicated on the face of the Standard Purchase Order. Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by Supplier in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.
- **Name Changes** - The successful contractor is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original purchase order or solicitation.
- **ePayables** - Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase

COMPLIANCE WITH APPLICABLE LAWS - Contractor certifies that all of the products and services to be furnished hereunder will be manufactured or supplied by Contractor in accordance with all applicable provisions of State, Local and Federal laws, as of this date.

The laws of the State of Florida apply to any and all purchases made. Contractors shall comply with all local, state, and federal directives, orders and laws including, but not limited to, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA.

DISCOUNTS - Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for Pinellas County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date or receipt of goods, or the date of approved invoice, whichever is later.

FISCAL NON-FUNDING - In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of then current fiscal period without penalty or expense to the Pinellas County.

GOVERNING LAW - The laws of the State of Florida shall govern this agreement.

INDEMNITY PROVISION - Contractor shall indemnify, pay the costs of defense, including attorney's fees and hold harmless the Pinellas County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property, by or from said Contractor; or by or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction or improvements; or by, or on account of, any act of omission, neglect or misconduct of the said Contractor, on account of any act or amounts recovered under the "Workers Compensation Law" or of any other laws, bylaws, ordinance, order of decrees, except only such injury or damage as shall have been occasioned by the sole negligence of the Pinellas County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

The successful bidder(s) agrees to indemnify the Pinellas County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the Pinellas County.

INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 - The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venture of the Pinellas County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324 et seq., and regulations thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the agreement, at the discretion of the Pinellas County.

INQUIRIES - Any inquiries relative to Purchase Order should be directed to the Purchasing Department. Collect telephone calls will not be accepted.

INSPECTION - Goods rejected due to inferior quality or workmanship will be returned to Contractor with charge for transportation both ways, plus labor, loading, packing, etc., and are not to be replaced except upon receipt of written instructions from Pinellas County.

INSURANCE - Pinellas County Risk Management requires a certificate of insurance from Vendors that the Purchasing Department orders goods and services from. The limits shown below are the minimum acceptable limits for General Liability insurance. Purchase orders for goods or services that generate greater risk exposure may require additional insurance limits and / or coverages. **You will be notified by Purchasing Department of any additional requirements that may apply to a specific purchase order type.**

Limits:

Commercial General Liability:

Each Occurrence: \$1,000,000.00

Personal and Advertising Injury: \$1,000,000.00

General Aggregate: \$2,000,000.00

Products and Completed Operations Aggregate: \$2,000,000.00

The Purchasing Department must receive and submit to Risk Management for approval your company's certificate of insurance before goods or services may be ordered.

It is vital that "Pinellas County, a political Subdivision of the State of Florida" be shown as both certificate holder and indicated as additional insured.

If you have any questions regarding the completion of the insurance certificate contact Pinellas County Risk Management at (727) 464-3664.

MATERIAL QUALITY - All materials purchased and delivered against this agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the Pinellas County.

MATERIAL SAFETY DATA - In accordance with OSHA Hazardous Communications Standards, it is the seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

NON-EXCLUSIVE AGREEMENT - Award of this Agreement shall impose no obligation on the Pinellas County to utilize the vendor for all work of this type, which may develop during the agreement period. This is not an exclusive agreement. Pinellas County specifically reserves the right to concurrently agree with other companies to provide similar work if it deems such action to be in the Pinellas County's best interest. In the case of multiple-term agreements, this provision shall apply separately to each term.

PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR - The Contractor is responsible for (1) determining and paying any fees that may be necessary to perform this agreement and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this agreement. The Contractor shall maintain any and all permits and licenses required to complete this agreement.

PRICES - Prices are F.O.B. destination unless otherwise specified and agreed to by the Pinellas County.

- **DELIVERY/CLAIMS** - Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address (es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items

PURCHASE ORDER NUMBER - Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. Pinellas County will not be responsible for goods delivered without a Purchase Order Number.

REMEDIES - Buyer and Seller shall have all remedies afforded by the Uniform Commercial Code and applicable law.

RIGHT TO AUDIT - The Contractor shall retain records relating to this agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, §2-176(j).

SEVERABILITY - If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent Jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

TAX EXEMPTION - The Florida State Sales Tax Exemption Number for Pinellas County is on page one of the purchase order. Federal Excise Tax Exemption Number is available by contacting the Purchasing Department.

TAXES - Payments to Pinellas County are subject to applicable Florida taxes.

TERMINATION - Pinellas County reserves the right to terminate this agreement, without cause by giving thirty (30) days prior written notice to the Contractor of the intention to terminate or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.

In addition to all other legal remedies available to the Pinellas County, the Pinellas County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the Pinellas County.

In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal year period without penalty or expense to the Pinellas County.

VARIATION IN QUANTITY - Pinellas County assumes no liability for material produced, processed or shipped in excess of the amount specified herein.

WARRANTY - Seller warrants that the goods are merchandisable and as described in Purchase Order.

Vendor Signature **Donald J. Terrana**
 Vendor hereby agrees to the above Standard Purchase Order Terms and Conditions:
 Digitally signed by Donald J. Terrana
 DN: cn=Donald J. Terrana,
 o=McCormick, Seaman & Terrana, ou,
 email=dterrana@tampabay.rr.com,
 c=US
 Date: 2023.11.09 08:47:29 -05'00'

Signature: _____
 Print Name: Donald J. Terrana
 Title: Cert Gen RZ 2486
 Date: 11/9/2023