

CITY OF PINELLAS PARK

Staff Report

Community Development Department Planning & Development Services Division

I. APPLICATION DATA

- A. Case Number: Not applicable
- B. Location:
 - 1. Right-of-way along the east side of Daniel Drive abutting properties located at 12740 and 12820 Daniel Drive:

THE PROPERTY TO BE DEEDED TO THE CITY OF PINELLAS PARK FOR RIGHT OF WAY IS THE EAST 30.00 FEET OF THE FOLLOWING: THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 4837, PAGE 908, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING IN SECTION 9, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, SAID CERTAIN PARCEL BEING DESCRIBED AS FOLLOWS: THE SOUTH 455.81 FEET OF THE NORTH 895.91 FEET OF THE WEST 165.00 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 30 SOUTH, RANGE 16 EAST; WITH THE EAST 40 FEET THEREOF BEING RESERVED FOR STREET PURPOSES; BEING A PART OF LOT 13, PINELLAS GROVES, AS RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

2. Parcel Numbers: 09-30-16-70992-100-1303, 09-30-16-70992-100-1306, and 09-30-16-70992-100-1307

- C. <u>Request:</u> Requesting approval to purchase property abutting Daniel Drive for future road and drainage improvements.
- D. Applicant: City of Pinellas Park
- E. Agent: Not applicable
- F. Legal Ad Text: Not applicable
- G. Public Hearings:

City Council Hearing Date(s): 8/13/2020 Deadline to send public hearing notices: Not applicable Advertising deadline: Not applicable

II. BACKGROUND INFORMATION

A. Site Area: 0.3141 acres M.O.L.

Staff Analysis: Public Works is requesting the approval to purchase land abutting Daniel Drive for future road and drainage improvements. Daniel Drive and 126th Avenue N. have a long history of flooding. A majority of Daniel Drive is owned by the City as public right-of-way with a few portions still privately owned. These are three of the six parcels that are still privately owned

The purchase of this land would greatly assist City to take full ownership of Daniel Drive and would provide a positive impact on maintenance and future improvements to this right-of-way. Additionally, Pinellas County will be moving forward with a 126th Avenue N. improvement project that includes a

variety of road and drainage improvements that abut Daniel Drive. Daniel Drive outfalls into 126th Avenue N. Once the County improves 126th Avenue N. then the City can improve and upgrade Daniel Drive. Thus, the purchase of these three parcels is critical for this purpose.

III. SUMMARY

A. Findings

- 1. Daniel Drive and 126th Avenue N. have a long history of flooding;
- 2. Pinellas County has an improvement project in the future for improving 126th Avenue N. This includes drainage. The County's improvements will assist with the improvements of Daniel Drive as it outfalls into 126th Avenue N.; and
- 3. The City's Comprehensive Plan supports improvement of the City's right of ways as it relates to access and drainage.

B. Staff Recommendation

Consistent with the above identified findings, and subject to such additional findings of fact as are established at a public hearing, if applicable, staff recommends acceptance of this real estate contract for purchase.

Planning & Development Services Director:

Community Development Administrator:

But 7/23/2020

IV. ACTION:

CITY COUNCIL – MOVE TO: 1: APPROVE 2: APPROVE WITH THE FOLLOWING CONDITIONS:

3: DENY

V. ATTACHMENTS:

Exhibit A: Application with Legal Description

Exhibit B: Aerial Map

Exhibit C: Land Use Map

Exhibit D: Zoning Map

Exhibit E: FIRM Map

Exhibit F: Site Photographs

Exhibit G: Attorney Letter

<u>Exhibit "A"</u> Application with Legal Description

CONTRACT FOR PURCHASE OF REAL PROPERTY BY THE CITY OF PINELLAS PARK, FLORIDA

PARTIES: GSD PROPERTIES, GENERAL PARTNERSHIP, (herein "Seller"), of 1000 Belcher Rd. S. Suite 7, Largo, FL 33771-3307, and the **CITY OF PINELLAS PARK, FLORIDA, a Municipal Corporation of the State of Florida** (herein "Buyer" or "City"), of 5141 78th Avenue North, Pinellas Park, Florida 33781, Attention: **Douglas A. Lewis, City Manager**, Phone: (727) 369-0704 (collectively "Parties") hereby agree that the Seller shall sell and the Buyer shall buy the following real property ("Real Property") and personal property ("Personalty") (collectively "Property") upon the following terms and conditions.

THE SUM AND CONDITIONS SPECIFIED HEREIN ARE SUBJECT TO THE APPROVAL OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA. THE "EFFECTIVE DATE" OF THIS CONTRACT IS THE DATE OF EXECUTION BY DULY AUTHORIZED CITY OFFICIALS. TIME IS OF THE ESSENCE IN THIS CONTRACT. Time periods of five days or less shall be computed without including Saturday, Sunday, or national legal holidays; and any time period ending on a Saturday, Sunday, or national legal holiday shall be extended until 5:00 P.M. on the next business day.

1. PROPERTY DESCRIPTION:

•••		
	A PORTION OF PARCELS:	Tax Parcel No's. 09/30/16/70992/100/1303, 1306, and 1307
	LEGAL DESCRIPTION:	THE PROPERTY TO BE DEEDED TO THE CITY OF PINELLAS
		PARK FOR RIGHT OF WAY IS THE EAST 30.00 FEET OF THE
		FOLLOWING: THAT CERTAIN PARCEL OF LAND AS
		DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK
		4837, PAGE 908, PUBLIC RECORDS OF PINELLAS COUNTY,
		FLORIDA, LYING IN SECTION 9, TOWNSHIP 30 SOUTH, RANGE
		16 EAST, PINELLAS COUNTY, FLORIDA, SAID CERTAIN
		PARCEL BEING DESCRIBED AS FOLLOWS: THE SOUTH
		455.81 FEET OF THE NORTH 895.91 FEET OF THE WEST
		165.00 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE
		SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9,
		TOWNSHIP 30 SOUTH, RANGE 16 EAST; WITH THE EAST 40
		FEET THEREOF BEING RESERVED FOR STREET PURPOSES;
		BEING A PART OF LOT 13, PINELLAS GROVES, AS RECORDED
		IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PINELLAS
		COUNTY, FLORIDA.
	STREET ADDRESS:	12740 and 12820 Daniel Drive
	City / Zip /State:	Clearwater, Florida 33762
	PERSONALITY:	None

3. MANNER OF PAYMENT:

- b). City of Pinellas Park check in U.S. funds at time of closing......\$102,000.00

4. <u>DETERMINATION OF PURCHASE PRICE</u>: The Full Purchase Price as shown herein has been reached through negotiations with the Seller's Agent by City staff. The Price is based on:

a. [] Appraisal of the real property performed for the [] Buyer or for [] Seller by a Florida certified real estate appraiser.

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- b. [] Additional appraisals performed for the [] Buyer or for [] Seller: NA
- c. [X] Market value estimate prepared by City staff based on analysis of recent comparable real estate transactions.

5. <u>TIME FOR ACCEPTANCE: APPROVALS</u>: Following execution of this contract by Seller, the price, terms and conditions as contained herein shall remain unchanged and shall be held unconditionally open for a period of thirty (30) days following delivery of five (5) originals to **Shannon Coughlin, Economic Development Manager,** for the City of Pinellas Park for acceptance and approval, counteroffer, or rejection in accordance with action by the Pinellas Park City Council ("Council"). If this agreement is accepted and approved by Council, it will be executed by duly authorized City officials and delivered to Buyer within 10 days thereafter. If a counteroffer is approved by Council, it shall be delivered to Seller in writing within 10 days of such action by Council, and Seller shall have 10 days thereafter to deliver to Buyer written notice of acceptance or rejection of such counteroffer. If written notice of acceptance is not timely delivered, or if the counteroffer is rejected by Seller, this contract shall thereafter be null and void in all respects. If this contract is rejected by Council upon initial presentation to the Council, this contract shall be null and void in all respects.

6. <u>TITLE</u>: Seller warrants legal capacity to convey and shall convey marketable title to the Property by Special Warranty Deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph 7, acceptable to Buyer. Otherwise, title shall be free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (other matters which title will be subject); provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property sufficient for the intended use as described herein. Personalty shall, at Buyer's request, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided herein.

7. <u>TITLE EVIDENCE</u>: Buyer shall, at Buyer's expense and within ten (10) days prior to closing date, procure a title insurance commitment issued by a Florida licensed title insurer reflecting only liens, encumbrances, exceptions or qualifications set forth in this Contract, and those which shall be discharged by Seller at or before closing. Seller shall convey a marketable title subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract. Marketable title shall be determined according to applicable Title Standards as utilized in the State of Florida and incorporated into the standard Contract for Purchase and Sale of Real Estate adopted jointly by The Florida Bar and the Florida Association of Realtors. Buyer shall, within three (3) days thereafter, notify Seller in writing specifying defect(s). If the defect(s) renders title unmarketable, Seller will have 120 days from receipt of notice within which to remove the defect(s), failing which Buyer shall have the option of either accepting the title as it then is or withdrawing from this Contract. Seller will, if title is found unmarketable, make diligent effort at no cost to Buyer, to correct defect(s) in title within the time provided therefor, including the bringing of necessary suits.

8. <u>SURVEY</u>: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have Real Property surveyed and certified to the Buyer, Seller, and closing agent by a registered Florida land surveyor. If survey shows any encroachment on Real Property, or that improvements located on Real Property encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect. The survey shall be performed to minimum technical standards of Chapter 61G17-6 Florida Administrative Code and may include a description of the property under the Florida Coordinate System as defined in Chapter 117, Florida Statutes.

9. <u>CLOSING PLACE AND DATE</u>: Buyer shall designate closing agent and this transaction shall be closed in the offices of the designated closing agent in Pinellas County, Florida, on or before <u>thirty (30)</u> days from Effective Date, unless extended by other provisions of this contract. If either party is unable to comply with any provision of this contract within the time allowed, and be prepared to close as set forth

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above, after making all reasonable and diligent efforts to comply, then upon giving written notice to the other party, time of closing may be extended up to 30 days without effect upon any other term, covenant, or condition contained in this contract.

10. <u>CLOSING DOCUMENTS</u>: Seller shall furnish deed, bill of sale (if applicable), mechanics' lien affidavit, assignments of leases, tenant and mortgage estoppel letters, and corrective instruments. If Seller is a corporation, Seller shall deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the Corporate Secretary certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. Buyer shall furnish a closing statement.

11. <u>CLOSING EXPENSES</u>: Documentary stamps on the deed, unless this transaction is exempt under Chapter 201.24, Florida Statutes, shall be paid by the Buyer. Buyer shall also pay the costs of recording any corrective instruments. Recordation of the deed shall be paid by Buyer.

12. PRORATIONS; CREDITS: Taxes, assessments, rent (if any) and other revenue of the Property shall be prorated through the day before closing. Closing agent shall collect all ad valorem taxes uncollected but due through day prior to closing and deliver same to the Pinellas County Tax Collector with notification to thereafter exempt the Property from taxation as provided in Chapter 196.012(6), Florida Statutes. If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year shall be used with due allowance being made for improvements and exemptions. Any deposits held by Seller in trust for third parties in occupancy of the Property shall be credited to Buyer at time of closing. Assessments for any improvements that are substantially complete at time of closing shall be paid in full by Seller.

13. OCCUPANCY: Seller warrants that there are no parties in occupancy other than the Seller, or as otherwise disclosed herein. If Property is intended to be rented or occupied beyond closing, the fact and terms thereof shall be stated herein, and the tenant(s) or occupant(s) disclosed pursuant to Paragraph 14. Seller agrees to deliver occupancy of the Property at time of closing unless otherwise stated herein. If occupancy is to be delivered before closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing conditions as of the time of taking occupancy unless otherwise stated herein or in separate writing.

14. **PROPERTY CONDITION:** Seller shall deliver the Property to Buyer at time of closing in its present "as is" condition, ordinary wear and tear excepted, and shall maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than as disclosed herein in Paragraph 18 ("SELLER WARRANTIES") and marketability of title. Buyer's covenant to purchase the Property "as is" is more specifically represented in each subparagraph a. or b. as marked [X].

- a. [X] As Is with final walk through prior to closing: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its present "as is" condition.
- b. [] As Is With Right of Inspection: Buyer may, at Buyer's expense and within 90 days from Effective Date ("Inspection Period"), conduct inspections, tests, environmental and any other investigations of the Property Buyer deems necessary to determine suitability for Buyer's intended use. Seller shall grant reasonable access to the Property to Buyer, its agents, contractors and assigns for the purposes of conducting the inspections provided, however, that all such persons enter the Property and conduct the inspections and investigations at their own risk. Buyer shall not engage Seller will, upon reasonable notice, provide utilities services as may be required for Buyer's inspections and investigations. in any activity that could result in a mechanics' lien being filed against the Property without Seller's prior written consent. Buyer may terminate this contract by written notice to Seller prior to expiration of the Inspection Period if the inspections and/or investigations reveal conditions which are reasonably unsatisfactory to Buyer, at its option, may elect to accept a credit at closing of the total estimated repair costs as determined by a licensed general contractor of Buyer's selection and expense. If this transaction does not close, Buyer

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agrees, at Buyer's expense, to repair all damages to the Property resulting from the inspections and investigations and return the Property to its present condition.

PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of 15. funds. Proceeds of sale be held in escrow by Seller's attorney or by such other mutually acceptable escrow agent for a period of not longer than five (5) days from and after closing, during which time evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last title evidence. If Seller's title is rendered unmarketable through no fault of the Buyer, Buyer shall, within the 5-day period, notify the Seller in writing of the defect and Seller shall have 30 days from the date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all funds paid by or on behalf of the Buyer shall, upon written demand made by Buyer and within five (5) days after demand, be returned to Buyer; and simultaneously with such repayment, Buyer shall return Personalty and vacate Real Property and reconvey it to Seller by special warranty deed. If Buyer fails to make timely demand for refund, Buyer shall take title "as is," waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed. The escrow and closing procedure required by this provision shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (1987), as amended.

16. DEFAULT: If this transaction is not closed due to any default or failure on the part of the Seller, other than to make the title marketable after diligent effort, Buyer may seek specific performance or unilaterally cancel this agreement upon giving written notice to Seller. If this transaction is not closed due to any default or failure on the part of the Buyer, Seller may seek liquidated damages or may seek specific performance.

17. <u>SELLER WARRANTIES</u>: Seller warrants that there are no facts known to Seller that would materially affect the value of the Property, or which would be detrimental to the Property, or which would affect Buyer's desire to purchase the property except as follows: (Specify known defects. If none are known, write "NONE.") <u>NONE</u>.

18. RADON GAS NOTIFICATION: In accordance with provisions of Section 404.056(6), Florida Statutes (1989), as amended, Buyer is hereby informed as follows: RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

19. CONTRACT NOT RECORDABLE; PERSONS BOUND: Neither this contract nor any notice of it shall be recorded in any public records. This contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all.

20. <u>NOTICE</u>: All notices provided for herein shall be deemed to have been duly given if and when deposited in the United States Mail, properly stamped and addressed to the respective party to be notified, including the parties to this contract, the parties' attorneys, escrow agent, inspectors, contractors and all others who will in any way act at the behest of the parties to satisfy all terms and conditions of this contract.

21. ASSIGNABILITY; PERSONS BOUND: This contract **[X]** is not assignable [] is assignable with Seller's approval. The terms "Buyer," "Seller," and "Broker" (if any) may be singular or plural. This Contract is binding upon Buyer, Seller, and their heirs, personal representatives, successors and assigns (if assignment is permitted).

22. <u>ATTORNEY FEES: COSTS</u>: In any litigation arising out of this contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. Under no circumstances shall any of the provisions of this Agreement be deemed to waive the requirements and limitations of Florida Statute §768.28, as such applies to the City of Pinellas Park, Florida, a Florida municipal corporation.

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23. <u>TYPEWRITTEN OR HANDWRITTEN PROVISIONS</u>: Typewritten or handwritten provisions shall control all printed provisions of the contract in conflict with them.

24. <u>BROKER</u>: Buyer and Seller represent and agree that they have dealt with no Broker or finder in connection with the transactions contemplated hereby.

25. <u>EFFECT OF PARTIAL INVALIDITY</u>: The invalidity of any provision of this contract will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this contract is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

26. <u>GOVERNING LAW</u>: It is agreed by and between the parties hereto that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

27. <u>COUNTERPARTS; FACSIMILE COPY</u>: This contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A facsimile copy of this contract, including any addendum, attachments and any written modifications hereof, and any initials or signature thereon shall be deemed an original.

28. <u>SPECIAL CLAUSES</u>: [] Not applicable, or [X] Special clauses that constitute agreements and covenants between the parties are listed below and made a part of this contract. When any special clause in the Addendum is in conflict with any provision contained elsewhere in this contract, then the special clause shall govern.

- a. Seller shall pay its own attorney fees, mortgage related costs, or any existing liens, to close the transaction contemplated by this contract. Buyer agrees to pay all other closing costs.
- b. Seller will pay the 2020 tax proration through the date of closing.
- c. This Contract For Purchase Of Real Property is contingent upon the review and approval of the City Attorney.
- d. The City agrees to grandfather in the existing structures and parking spaces encroaching in the Daniel Drive Right-of-Way, and the existing roll up doors facing Daniel Drive. The City agrees not to require changes, or block the Seller's ingress/egress with the City's future improvements to Daniel Drive. At the time said structures are proposed for renovation or alteration, Seller shall then bring the structures into compliance with applicable Florida building codes. The City shall treat the existing structures and parking areas, in their present locations, as being accepted and grandfathered.

 SELLER COMPLIANCE WITH FLORIDA STATUTES SECTION 286.23: Seller shall comply with Florida Statutes Section 286.23, and as it may be amended. Seller acknowledges Buyer's notice and waives any written notice requirements, and Seller shall provide the statutorily prescribed written public disclosure to Buyer prior to Seller or Buyer executing any offer or contract.
 EXHIBITS ATTACHED: None

31. <u>ENTIRE AGREEMENT</u>: Upon execution by Seller and Buyer, this contract shall constitute the entire agreement between the parties, shall supersede any and all prior and contemporaneous written and oral promises, representations or conditions in respect thereto. All prior negotiations, agreements, memoranda and writings shall be merged herein. Any changes to be made in this agreement shall only be valid when expressed in writing, acknowledged by the parties and incorporated herein or attached hereto.

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN APPROPRIATE PROFESSIONAL FOR LEGAL, TAX, ENVIRONMENTAL, AND OTHER SPECIALIZED ADVICE PRIOR TO SIGNING.

THE SUM AND CONDITIONS SPECIFIED HEREIN ARE SUBJECT TO APPROVAL BY THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA.

Seller:

GSD PROPERTIES, GENERAL PARTNERSHIP

Linda Lord, Partner

Linda Hopkins Linda Hopkins Linda Hopkins, Partner

Signature

Signature

(Tax ID #)

[] APPROVED AND ACCEPTED this _____ date of ______, 2020.

CITY OF PINELLAS PARK, FLORIDA

Attest:

Diane M. Corna, MMC, City Clerk

By: Sandra L. Bradbury, Mayor

Approved as to form and legal correctness:

James W. Denhardt, City Attorney

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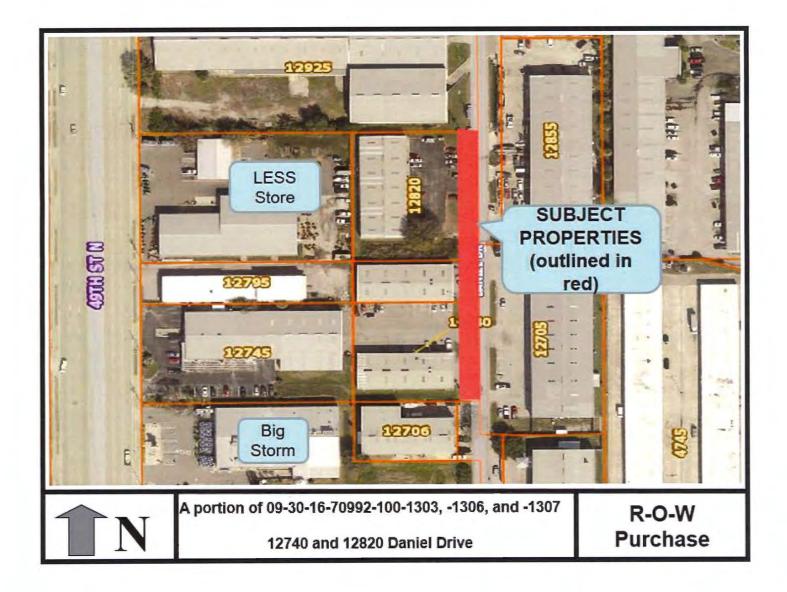
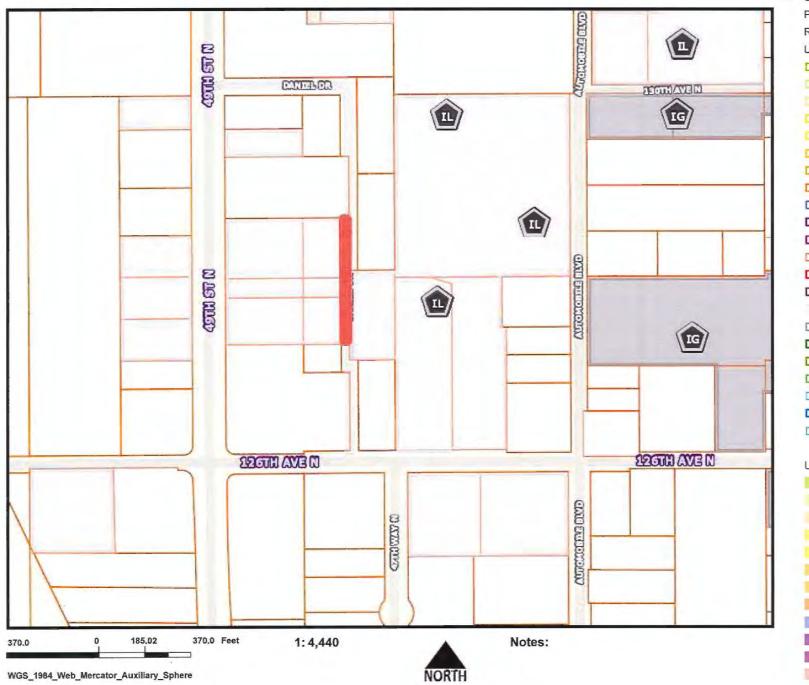


Exhibit "B" Aerial Map

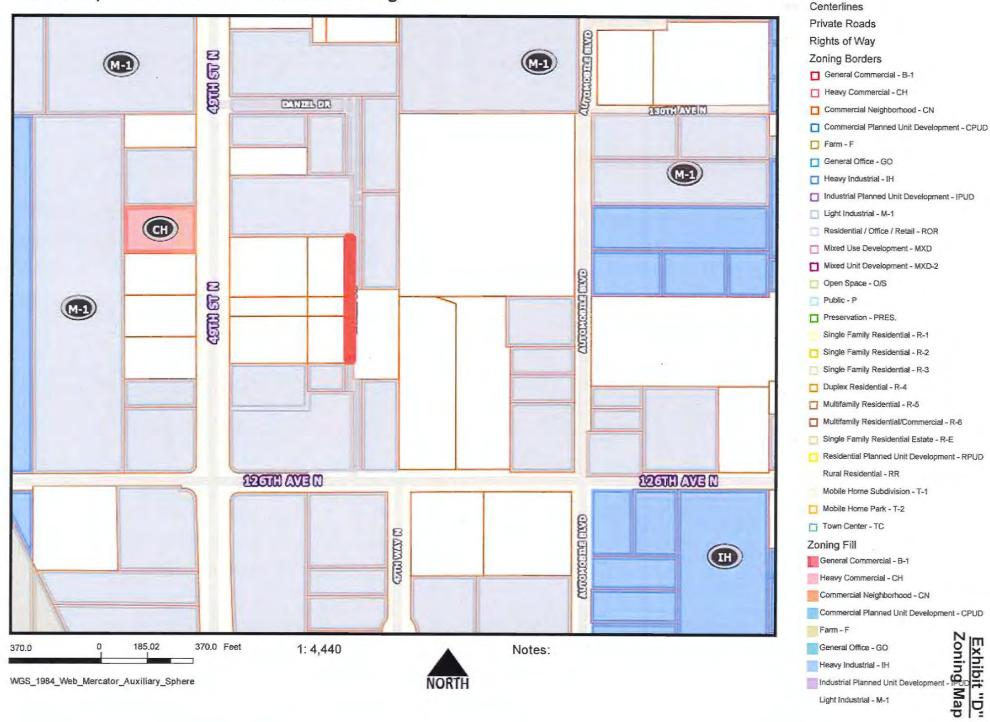
GSD Properties R-O-W Purchase Land Use



Legend

Centerlines Private Roads **Rights of Way** Unincorporated Land Use Borders Residential Rural - RR Residential Estate - RE Residential Suburban - RS Residential Low - RL Residential Urban - RU Residential Low Medium - RLM Residential Medium - RM Residential High - RH Residential/Office/Limited - ROL Residential/Office/General - ROG Residential/Office/Retail - ROR Commercial Neighborhood - CN Commercial General - CG Commercial Recreation - CR Industrial Limited - IL Industrial General - IG Preservation - P Preservation - Resource Management - P-R Recreation/Open Space - ROS Institutional - I Transportation/Utilities - TU Water Road Unincorporated Land Use Fill Residential Rural - RR Residential Estate - RE Residential Suburban - RS Residential Low - RL Residential Urban - RU Residential Low Medium - RLM Residential Medium - RM Residential High - RH Land Use Map Residential/Office/Limited - ROL Exhibit "C" Residential/Office/General - ROG Residential/Office/Retail - ROR Commercial Neighborhood - CN

GSD Properties R-O-W Purchase Zoning



Legend

GSD Properties R-O-W FIRM



Exhibit "E" FIRM Map

Legend

<u>Exhibit "F"</u> Site Photographs







PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100 PINELLAS PARK, FL 33780-1100

Please Respond To:

James W. Denhardt, City Attorney Lauren Christ Rubenstein, Assistant City Attorney Denhardt and Rubenstein, Attorneys at Law 2700 First Avenue North St. Petersburg, Florida 33713 (727) 327-3400 - Telephone (727) 323-0888 - Facsimile



Exhibit "G" Attorney Letter

FLORIDA

PHONE . FAX .

(727) 369-0700
(727) 544-7448

May 22, 2020

Ms. Shannon Coughlin Economic Development Manager City of Pinellas Park P. O. Box 1100 Pinellas Park, Florida 33780-1100

RE: City Document #20-126 GSD Properties Real Estate Contract

Dear Ms. Coughlin:

I have received and reviewed the above-referenced Real Estate Contract with GSD Properties, LLC. Assuming that the Contract is executed by an individual authorized to bind the LJ/C, I would approve of the Contract as to form and correctness.

Very traly yours,

James W. Denhardt City Attorney

cc: Doug Lewis, City Manager Diane M. Corna, MMC, City Clerk Patrick Murphy, Deputy City Manager Ben Ziskal, Community Development Administrator Nick Colonna, Planning & Development Services Director

JWD/dh 20-126.05222020.LSC.GSD Properties Real Estate Contract.wpd

