

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

MERRILL KING and KAREN KING,

Plaintiffs,

v.

**Case No.: 19-001842-CI
Section: 20**

**SAINT PETERSBURG PRESERVATION,
INC. d/b/a PRESERVE THE ‘BURG,
ALLENDALE TERRACE NEIGHBORS
UNITED, INC., ANNE DOWLING, DEREK
HESS, and PETER BELMONT,**

Defendants.

_____ /

**PLAINTIFF’S AMENDED MOTION FOR LEAVE TO AMEND
COMPLAINT AND LEAVE TO PLEAD ENTITLEMENT TO PUNITIVE DAMAGES**

Plaintiff, Merrill King (“**Mr. King**”), through his undersigned counsel and pursuant to Rule 1.190, Florida Rules of Civil Procedure, and Section 768.72, Florida Statutes, hereby moves for leave to amend his complaint and for leave to plead entitlement to punitive damages against the Defendants, Anne Dowling (“**Dowling**”), Derek Hess (“**Hess**”), Allendale Terrance Neighbors United, Inc. (“**Allendale Neighbors United**”), Peter Belmont (“**Belmont**”), and Saint Petersburg Preservation, Inc. d/b/a Preserve the ‘Burg (“**Preserve the ‘Burg**”) (collectively, the “**Defendants**”), and states as follows:

INTRODUCTION

1. Dowling and Hess are longtime neighbors of Mr. King who have previously inquired about purchasing all or part of Mr. King’s property—but those inquiries were rejected.
2. After learning that Mr. King was selling his home to a local developer—Weekley Homes, LLC (“**Weekley**”)—Dowling and Hess conspired with the other Defendants to interfere with the sale to, and redevelopment by, Weekley.

3. The reason why is simple—Dowling and Hess wanted Mr. King’s home for themselves and all of the Defendants wanted to prevent the property from being redeveloped by Weekley.

4. In other words, *if the Defendants can’t have the Home, nobody can!*

5. To interfere with the sale to, and redevelopment by Weekly, the Defendants concocted an ingenious scheme:

extortionately leverage an erroneous application to designate Mr. King’s home as a historic landmark to dissuade Weekley from purchasing/redeveloping it and, instead, force Mr. King to sell his home to Dowling and Hess for well below market value.

6. As a result of the Defendants’ interference, Mr. King lost his original business deal with Weekley.

7. Since the initiation of this lawsuit, Mr. King has uncovered significant additional evidence showing that the Defendants not only knew that their actions (i.e., extortionate leveraging) were wrongful and would likely damage the Mr. King, but—despite that knowledge—they continued to intentionally interfere with the sale to/redevelopment by Weekley.

8. Considering this evidence in the light most favorable to Mr. King, there is a reasonable basis for a jury to conclude that the Defendants’ actions constitute intentional misconduct or gross negligence. *See Johns-Manville Sales Corp. v. Janssens*, 463 So. 2d 242, 248 (Fla. 1st DCA 1984) (“[I]f an award of punitive damages may be supported under any view of the evidence taking all inferences most favorable to the plaintiff, a jury issue is made and whether to award such damages is rightly decided by the jury and not by the court.”); § 768.72(2), Fla. Stat. (2017) (stating that two types of conduct provide a reasonable basis for recovering punitive damages: “intentional misconduct” and “gross negligence.”).

9. Accordingly, and for the reasons more fully stated below, Mr. King should be granted leave to file an amended complaint and plead his entitlement to punitive damages.¹

FACTUAL BACKGROUND

10. Mr. King is a longtime resident of St. Petersburg who, for approximately thirty-three years, lived and raised a family with his wife Karen King in their Allendale neighborhood home (the “**Home**”). *See* Declaration of Merrill King at ¶ 6, a true and correct copy of which was filed with this Court on January 7, 2020.

11. After a lifetime of hard work and now empty-nesters, the Kings hoped to sell their Home—by far their largest asset—so they could quietly enjoy their retirement in a smaller, slower-paced town in Northern Florida. *See* Declaration of Merrill King at ¶¶ 8–9.

12. On October 24, 2018, the Kings executed a contract to sell their Home to Weekley (the “**Purchase Contract**”). A true and correct copy of the Purchase Contract was attached to the Plaintiff’s Response in Opposition to the Allendale Defendants’ Motion for Summary Judgment as Exhibit A.

13. Unsurprisingly, Weekley—a well-known local developer and homebuilder—sought to clear the property on which the Home was situated and construct new houses in its place.² *See* Declaration of Merrill King at ¶¶ 9–11.

After learning of the potential sale, Dowling and Hess concoct a scheme to intentionally interfere with Mr. King and Weekley’s business relationship

14. Dowling and Hess are neighbors immediately to the rear of Mr. King and have coveted Mr. King’s Home for years. *See* Declaration of Merrill King at ¶ 12.

¹A copy of the proposed Amended Complaint is attached hereto as **Exhibit 1**.

² The City of St. Petersburg previously issued the Kings a ruling, which specifically authorized the construction of four (4) buildable lots on the site of their Home.

15. In fact, Hess previously inquired about purchasing a portion of Mr. King’s property, but his offer was rejected. *See* Deposition of Karen King, a true and correct copy of which was filed with the Court on October 2, 2019, at page 33.

16. Shortly after execution of the Purchase Contract, Dowling and Hess observed surveyors at the Home openly installing staking marks and other surveying monuments. *See* Declaration of Merrill King at ¶ 12.

17. From this observation as well as conversations with neighboring property owners, Dowling and Hess learned that the Kings were selling their Home to Weekley for redevelopment. *Id.*; *see also* November 6, 2018 email from Anne Dowling, a true and correct copy of which was attached to the Plaintiff’s Response in Opposition to the Allendale Defendants’ Motion for Summary Judgment as Exhibit B (stating “Not sure it is sold officially . . . Potential buyer is David Weekly [*sic*]. Neighbors livid and want to join fight”).

18. Thus, Dowling and Hess were not only angry that they could not purchase the Home but they were, in their own words, “livid” that the Home would be sold to a developer—a result which Dowling and Hess found completely abhorrent. *See* December 26, 2018 text message from Anne Dowling, a true and correct copy of which was attached to the Plaintiff’s Response in Opposition to the Allendale Defendants’ Motion for Summary Judgment as Exhibit C (“Let’s hope Weekley reconsiders . . . just picture the street with those houses . . . makes me want to cry.”).

19. Their passionate distaste for new construction homes in their neighborhood is pure NIMBYism.³

³ NIMBY is a well-known acronym for “Not In My Back Yard.” The Defendants, for whatever reason, do not want Weekley-style new construction homes in their neighborhood and took action to prevent that—including, but not limited to, tortiously interfering with Mr. King and Weekley’s business relationship. In this regard, the Defendants’ efforts represent NIMBYism at its worst.

20. Loathing the possibility of new construction in their own backyard, Dowling and Hess were determined to take whatever action was necessary to sabotage Mr. King's business relationship with Weekley.

21. In their own words: "when we heard that the um that there were stakes being put in the ground, we knew we had to move quickly." *See* Video Recording of May 9, 2019 Quasi-Judicial Proceedings at minutes 4:03:09–4:03:18, retrieved on June 12, 2019 from http://stpete.granicus.com/player/clip/4614?view_id=14.

22. But how could they stop Weekley from going through the purchase? And how could they convince Mr. King to sell his Home to them (something which Mr. King previously refused to do)?

23. The answer was both simple and wicked.

24. Dowling and Hess concocted a scheme whereby they would disingenuously attempt to designate Mr. King's Home a historic landmark to dissuade Weekley from purchasing/redeveloping it⁴ and, instead, force Mr. King to sell his Home to them for well below market value.

25. In other words, Dowling and Hess would extortionately leverage the City's historic designation process for their own financial gain.

⁴ Potential landmark designations freeze all permitting activity on a property including, but not limited to, processing of demolition permits. *See* Correspondence with Mayor Kriseman, a true and correct copy of which was attached to the Plaintiff's Response in Opposition to the Allendale Defendants' Motion for Summary Judgment as Exhibit I. A fact that Dowling and Hess knew all too well. *Id.*

Dowling and Hess had previously employed a similar scheme and plotted with Preserve the ‘Burg about how to maximize leverage and avoid liability

26. Long before the fight over Mr. King’s Home, Dowling and Hess had previously tried to interfere with another neighboring property that was also being sold to a developer—in that case, Taralon Development.

27. In that circumstance, Preserve the ‘Burg’s then president (Emily Elwyn) advised Dowling (and others) that historic designation was unlikely but “attempting a designation can at least get the developer to the table.” *See* email correspondence with Anne Dowling, a true and correct copy of which was attached to the Plaintiff’s Response in Opposition to the Allendale Defendants’ Motion for Summary Judgment as Exhibit G.

28. Simply put, use the threat of historic designation (however erroneous it may be) to extort concessions from the homeowner and developer.

29. This caused one person to comment: “I’m willing to keep fighting and if nothing else try to make the developers life as difficult as we can.” *Id.*

30. Preserve the ‘Burg’s president went on to state that “[t]he most important part of an application is being able to show the neighborhood overwhelmingly supports the designation.” *Id.*

31. This conversation also discussed the importance of pursuing historic designation “on behalf of an organization vs. an individual to prevent someone like Taralon Development from suing the individual(s) involved.” *Id.*

32. *Why worry about being sued for attempting to designate a historic landmark?* Because the individuals (including Dowling) knew what they were doing (i.e., extortionate leveraging of the historic designation process) was wrong **but they did it anyway.**

***Dowling and Hess conspire with the
other Defendants to put their plan in motion***

33. On November 5, 2018, Dowling and Hess submitted to the City of St. Petersburg an application for Local Landmark Designation of the Home (the “**Application**”). A true and correct copy of the Application was attached to the Plaintiff’s Response in Opposition to the Allendale Defendants’ Motion for Summary Judgment as Exhibit D.

34. The primary purpose of filing the Application was not to preserve the supposed historic integrity of the King’s Home. Indeed, Dowling and Hess had lived next to the Kings for years but took no action to protect the Home despite believing *for more than a decade* that it was falling into disrepair. *See* Deposition of Anne Dowling at 204:10–204:18, a true and correct copy of which was filed on December 18, 2019.

35. Instead, Dowling and Hess filed the Application primarily to sabotage a local real estate development that did not fit their preferred architectural style and did not financially benefit them.

36. In fact, they later admitted that they considered themselves “in competition” for the King’s Home. *See* Allendale Defendants’ Answer and Affirmative Defenses at 6, which was filed on May 28, 2019.

37. The Application also included Allendale Neighbors United as an additional applicant (collectively, Dowling, Hess, and Allendale Neighbors United are referred to as the “**Allendale Defendants**”); however, no such legal entity existed at the time the Application was filed.⁵ *See* Composite Exhibit F to the Plaintiff’s Response in Opposition to the Allendale Defendants’ Motion for Summary Judgment.

⁵ Dowling and Hess formed Allendale Neighbors United nine (9) days after submitting the Application. it is nothing more than a self-serving shell corporation that consists only of Dowling, Hess, and their two minor children as its sole

38. *Why include a non-existent legal entity on the Application?* Because Dowling and Hess knew that their conduct was wrongful but (as they previously discussed with members of Preserve the ‘Burg) included an entity as an applicant in a misguided effort to avoid being held legally accountable for their actions. *See* email correspondence with Anne Dowling, a true and correct copy of which was attached to the Plaintiff’s Response in Opposition to the Allendale Defendants’ Motion for Summary Judgment as Exhibit G.

39. Moreover, the inclusion of Allendale Neighbors United on the Application also falsely implied that there was significant neighborhood support for historic designation (something which Preserve the Burg’s then president suggested to Dowling was the “most important part of the application”), which Dowling and Hess would use to create greater leverage against Mr. King and Weekley’s business relationship.

40. Simply stated, the inclusion of Allendale Neighbors United on the Application was a calculated effort to further intimidate Weekley into backing out of the Purchase Contract and not redeveloping the Home as well as to falsely imply greater support for the Application than actually present.

41. Preserve the ‘Burg and Belmont—the Allendale Defendants’ allies in the preservation community—immediately recognized that the Application was not a genuine attempt at preservation:

This is an application? It’s worse than the usual amateur effort, did she not think to talk to city staff about what was required or contact us? . . . This is a total redo from scratch project, **the form is wildly inaccurate and incomplete**, simple basic data is missing.

officers and directors. It is not a homeowners’ association, property owners’ association or any other entity that governs and represents the interests of the Allendale neighborhood.

See November 17, 2018 email correspondence from Preserve ‘Burg’s historic expert to Peter Belmont, a true and correct copy of which was attached to the Plaintiff’s Response in Opposition to the Allendale Defendants’ Motion for Summary Judgment as Exhibit H (emphasis added).

42. However, despite recognizing the Application as “wildly inaccurate and incomplete,” Preserve the ‘Burg and Belmont nevertheless supported the Application and took efforts to generate support for it in the community. See Deposition of Preserve the ‘Burg’s corporate representative, a true and correct copy of which was filed with the Court on December 20, 2019, at page 121.

43. *Why would Preserve the ‘Burg and Belmont support an Application that they knew was wildly inaccurate and incomplete?* Because they too wanted to “discourage demolition” of Mr. King’s Home. *Id.* at 141.

44. In other words, Preserve the ‘Burg and Belmont conspired with the Allendale Defendants to interfere with Mr. King and Weekley’s business relationship to prevent the construction of new homes in the Allendale Neighborhood—a result which all of the Defendants found deplorable.

***The Defendants’ Conspiracy to Interfere Forces Damaging
Changes to Mr. King’s Purchase Contract with Weekley***

45. Due to the Defendants’ erroneous historic designation efforts, Mr. King’s Home was mired in a sea of bureaucratic red tape that delayed and risked permanently eliminating Weekley’s ability to redevelop the Home. See Declaration of Merrill King at ¶ 13.

46. The Defendants not only desired but expected this outcome. See Exhibit I, a true and correct copy of which was attached to the Plaintiff’s Response in Opposition to the Allendale Defendants’ Motion for Summary Judgment, at page 4 (wherein the Mayor of St. Petersburg

personally informs Dowling that a Local Landmark Application suspends all permit activity, including an application for demolition, while considering potential historic designation).

47. In addition, the Defendants also attempted to rally public opposition against Weekley that they hoped would coerce it to abandon efforts to redevelop Mr. King's Home.

48. After the publication of a newspaper article about the Defendants' erroneous historic designation efforts, Preserve the 'Burg's then president (Emily Elwyn) remarked to Dowling: "Excellent! Love the pressure."⁶ See December 28, 2018 text message to Anne Dowling, a true and correct copy of which was attached to the Plaintiff's Response in Opposition to the Allendale Defendants' Motion for Summary Judgment as Exhibit J.

49. Faced with all this uncertainty, in early November of 2018 Weekley required Mr. King to execute an addendum to the Purchase Contract extending the inspection period "to 45 days after final resolution of the Historic Designation Application" or Weekley would cancel the Purchase Contract. See Purchase. Contract at page 13.

50. Thus, Mr. King lost the April 26, 2019 closing date for which he originally bargained. See Declaration of Merrill King at ¶¶ 28–34. And he would lose the Weekley sale entirely unless he successfully defeated the Defendants' eleventh-hour conspiracy to interfere with the Home's redevelopment. *Id.*

51. In order to save some semblance of a sale, albeit under vastly different terms (i.e., to mitigate his damages), Mr. King had to incur significant attorneys' fees and costs to navigate a complex administrative process including numerous, contentious hearings before the City. *Id.*

⁶ *Pressure on whom?* On Weekley not to buy the Home, which might never be developable. And on Mr. King to sell the Home to Dowling and Hess or else risk having it tied up in a bureaucratic red tape during a historically great housing market that could crash at any moment.

52. Mr. King also incurred significant carrying costs that he otherwise would not have had to expend if here were able to sell his Home under the original terms of the Purchase Contract.

***With Mr. King on the ropes,
the Defendants go in for the knockout!***

53. While the Application remained pending—and the uncertainty regarding potential development of the Home was at its peak—Dowling and Hess communicated their desire to purchase Mr. King’s Home for approximately \$200,000.00 below the amount of the Purchase Contract with Weekley. *See* February 21, 2019 Letter from Dowling and Hess, a true and correct copy of which was attached to the Plaintiff’s Response in Opposition to the Allendale Defendants’ Motion for Summary Judgment as Exhibit K.

54. At the same time as Dowling and Hess were offering to buy Mr. King’s Home at a steep discount, the Defendants were openly discussing how to leverage potential historic designation to their advantage.

55. Indeed, Preserve the ‘Burg’s then President (Emily Elwyn) stated to Dowling: **“I’m thinking that if current negotiations with the owner don’t work out, the backup plan would be to proceed aggressively with the landmarking application.”** *See* February 13, 2019 Email to Anne Dowling, a true and correct copy of which was attached to the Plaintiff’s Response in Opposition to the Allendale Defendants’ Motion for Summary Judgment as Exhibit L (emphasis added).

56. In other words, *if we can’t have the Home, nobody can!*

57. The Defendants were also actively discussing whether they should resist allowing Mr. King time to register as an opponent of the Application and voice his concerns regarding the permanent alteration of his constitutionally protected property rights:

“OMG! The asshole Kings are trying to delay the hearing! . . . this is obvious smoke and mirrors to end up in a position where they can register as an opponent” *See* February 11, 2019 text message from Anne Dowling, a true and correct copy of which was attached to the Plaintiff’s Response in Opposition to the Allendale Defendants’ Motion for Summary Judgment as Exhibit M.

“I think it’s actually in your favor to delay. nothing can happen while [the Application is] in process, so **delay drags it longer and more chances for a compromise.**” *See* March 11, 2019 text message from Anne Dowling, a true and correct copy of which was attached to the Plaintiff’s Response in Opposition to the Allendale Defendants’ Motion for Summary Judgment as Exhibit O (emphasis added).

58. Ultimately, after more than six (6) months of highly contentious debate as well as numerous hearings before the City where the Kings were subjected to public ridicule, embarrassment and intrusion into the private lives,⁷ City Council voted against the Application. *See* Declaration of Merrill King at ¶¶ 14–17.

59. However, this was only after Mr. King expended significant sums of money on attorneys’ fees and costs to defend himself, his Home, and the Purchase Contract. *See* Declaration of Merrill King at ¶¶ 14–17.

LEGAL STANDARD

I. Leave to Amend Generally

60. Leave to amend a complaint should be granted freely. *See* Fla. R. Civ. P. 1.190(a); *Brown v. Chamax, LLC*, 51 So. 3d 552, 555 (Fla. 2d DCA 2010).

61. “[P]ublic policy favors the liberal amendment of pleadings so that cases may be decided on their merits” and “all doubts must be resolved in favor of allowing the amendment of pleadings.” *Reyes v. BAC Home Loans Servicing L.P.*, 226 So. 3d 354, 357 (Fla. 2d DCA 2017) (internal quotations omitted).

⁷ The Kings were not only subjected to torrid comments before the City’s various administrative tribunals, but since the Defendants filed the Application, the Kings have: (i) been subjected to a smear campaign on social media and throughout the community by the Defendants; (ii) had reporters and self-proclaimed “treasure hunters” camped out in front of the Property; and (iii) had preservation zealots fly photography drones over their Property at all hours.

62. Indeed, “[t]he refusal to allow amendment of a pleading constitutes an abuse of discretion unless it clearly appears that allowing the amendment would prejudice the opposing party; the privilege to amend has been abused; or amendment would be futile.” *Brown*, 51 So. 3d at 555; *Spectrum Interiors, Inc. v. Exterior Walls, Inc.*, 65 So. 3d 543, 546 (Fla. 5th DCA 2011).

63. “The primary consideration in determining whether a motion for leave to amend should be granted is a test of prejudice” *Hutson v. Plantation Open MRI, LLC*, 66 So. 3d 1042, 1045 (Fla. 4th DCA 2011) (quoting *Video Indep. Med. Examination, Inc. v. City of Weston*, 792 So. 2d 680, 681 (Fla. 4th DCA 2001)).

64. Here, Mr. King has not abused the privilege to amend, amendment is not futile, and allowing the amendment would not prejudice the Defendants.

65. Specifically, this is the first amendment of the pleadings sought, and the general amendments to the complaint—which are meritorious—include clarifications on the special damages sought and the inclusion of a claim for abuse of process.

II. Leave to amend to plead punitive damages

66. Leave to amend to add a claim for punitive damages should be permitted when “there is a reasonable showing by evidence in the record or proffered by the claimant which would provide a reasonable basis for recovery of such damages.” § 768.72(1), Fla. Stat. (2017).

67. “[A] proffer according to traditional notions of the term, connotes merely an offer of evidence and neither the term standing alone nor the statute itself calls for an adjudication of the underlying veracity of that which is submitted, much less for countervailing evidentiary submissions.” *Estate of Despain v. Avante Group, Inc.*, 900 So. 2d 637, 642 (Fla. 5th DCA 2005) (internal quotations omitted).

68. “Therefore, a proffer is merely a representation of what evidence the defendant proposes to present and is not actual evidence.” *Id.* (internal quotations omitted).

69. This may “typically include depositions, interrogatories, and requests for admissions that have been filed with the court.” *Id.*

70. “[A]n evidentiary hearing where witnesses testify and evidence is offered and scrutinized under the pertinent evidentiary rules, as in a trial, is neither contemplated nor mandated by the statute in order to determine whether a reasonable basis has been established to plead punitive damages.” *Id.*; *see also Strasser v. Yalamanchi*, 677 So. 2d 22, 23 (Fla. 4th DCA 1996) (“[A]n evidentiary hearing is not mandated by the statute before a trial court has authority to permit an amendment. Pursuant to section 768.72, a proffer of evidence can support a trial court’s determination.”).

71. ***While considering the proffered evidence and all reasonable inferences in the light most favorable to the plaintiff, if punitive damages may be supported under any view of the evidence than the issue must be presented to the jury.*** *See Estate of Despain*, 900 So. 2d at 644 (considering leave to amend to add punitive damages and stating “we will view the record evidence and the proffer in the light most favorable to [the plaintiff] and accept it as true”); *Johns-Manville Sales Corp. v. Janssens*, 463 So. 2d 242, 248 (Fla. 1st DCA 1984) (“[I]f an award of punitive damages may be supported under any view of the evidence taking all inferences most favorable to the plaintiff, a jury issue is made and whether to award such damages is rightly decided by the jury and not by the court. Once a legal basis for punitive damages is established, evidence in mitigation thereof is not properly considered by the court in passing on the question of law whether the case is one in which punitive damages may be allowed.”); *see also Southstar Equity, LLC v. Lai Chau*, 998 So. 2d 625, 633 (Fla. 2d DCA 2008) (“In the de novo

evaluation of the legal sufficiency of the evidence to support punitive damages, an appellate court must examine the evidence in the light most favorable to the plaintiff and indulge every reasonable inference therefrom in the plaintiff's favor.”) (internal quotations omitted).

ARGUMENT

72. Two types of conduct provide a reasonable basis for recovering punitive damages: “intentional misconduct” and “gross negligence.” § 768.72(2), Fla. Stat. (2017). And this does not vary based on the underlying cause of action. *Soffer v. R.J. Reynolds Tobacco Co.*, 187 So. 3d 1219, 1222 (Fla. 2016) (“The legal standard for establishing entitlement to punitive damages . . . does not vary depending on the underlying legal theory.”).

73. “‘Intentional misconduct’ means that the defendant had actual knowledge of the wrongfulness of the conduct and the high probability that injury or damage to the claimant would result and, despite that knowledge, intentionally pursued that course of conduct, resulting in injury or damage.” § 768.72(2), Fla. Stat. (2017).

74. “‘Gross negligence’ means that the defendant’s conduct was so reckless or wanting in care that it constituted a conscious disregard or indifference to the life, safety, or rights of persons exposed to such conduct.” *Id.*

75. “Hence punitive damages are appropriate when a defendant engages in conduct which is fraudulent, malicious, deliberately violent or oppressive, or committed with such gross negligence as to indicate a wanton disregard for the rights and safety of others.” *BDO Seidman, LLP v. Banco Espirito Santo Intern.*, 38 So. 3d 874, 877 (Fla. 3d DCA 2010).

76. Both are present here and, therefore, Mr. King should be granted leave to amend to plead entitlement to punitive damages.

77. The Defendants knew that potential historic designation—no matter how erroneous the underlying Application—would immediately stop all permitting activity on the Home including, but not limited to, preventing the issuance of a demolition permit that Weekley needed to redevelop the Home.

78. Knowing this, the Defendants intentionally interfered with the sale to Weekley by extortionately leveraging their erroneous historic designation efforts to coerce a sale to someone other than Weekley. *See* Exhibits B, C, E, H, J–O, true and correct copy of which were attached to the Plaintiff’s Response in Opposition to the Allendale Defendants’ Motion for Summary Judgment as (stating: “I need to file app on [Mr. King’s Home] Monday. Word is Weekley purchased or is purchasing it.”; “Trying to file today so I can say no sale.”; “Let’s hope Weekley reconsiders . . . just picture the street with those houses . . . makes me want to cry.”; “Excellent! Love the pressure.”; “I’m thinking that if current negotiations with the owner don’t work out, the backup plan would be to proceed aggressively with the landmarking application.”; “OMG! The asshole Kings are trying to delay the hearing!”; “I think it’s actually in your favor to delay. nothing can happen while [the Application] in process, so delay drags it longer and more chances for a compromise.”).

79. The Defendants knowledge that their conduct was wrongful is further supported by their inclusion of Allendale Neighbors United on the Application—a then non-existent legal entity comprised solely of Dowling, Hess, and their two minor children—to falsely imply greater neighborhood support for the Application and in a misguided effort to avoid being held legally accountable for their actions (something which they previously discussed with members of Preserve the ‘Burg). *See Supra* ¶¶ 37–40.

80. Moreover, in support of their nefarious scheme, the Defendants' Application includes several statements that they either knew or should have known were false.

81. First, the Application unequivocally attests that there is no existing contract for the sale of the Home. *See* Application at page 3. This statement is either knowingly false or, at the very least, made with reckless disregard for the truth, because the Defendants were previously notified that Weekley was purchasing the Home. *See* Deposition of Anne Dowling at 68:3–68:12, a true and correct copy of which was filed on December 18, 2019 (admitting that she falsely indicated on the Application that there was no pending sale); *see also* November 3, 2018 text message from Anne Dowling, a true and correct copy of which was attached to the Plaintiff's Response in Opposition to the Allendale Defendants' Motion for Summary Judgment as Exhibit E (“I need to file app on [the King's Home] Monday . . . **word is weekly [sic] purchased or is purchasing it . . . Trying to file application before sale official!**” (emphasis added); *see also* Video Recording of May 9, 2019 Quasi-Judicial Proceedings at minutes 4:03:09–4:03:18, retrieved on June 12, 2019 from http://stpete.granicus.com/player/clip/4614?view_id=14 (admitting that the observation of Weekley's surveying efforts caused the need to “move quickly” in filing the Application).

82. Second, and perhaps more egregious, Dowling signed the Application as the “Property Owner.” *See* Application at page 3. Another obvious falsehood.

83. Third, the Application listed Allendale Neighbors United—a then non-existent legal entity comprised solely of Dowling, Hess, and their two minor children—as an applicant.

84. These statements were all either knowing false (intentional misconduct) or made with reckless disregard for the truth (gross negligence).

85. Accordingly, because the Defendants not only knew that extortionately leveraging their erroneous historic designation efforts was wrongful and would likely damage Mr. King, but—despite that knowledge—continued to intentionally interfere with the sale of his Home, Mr. King should be allowed to amend his complaint to seek punitive damages against the Defendants who all knowingly participating in and facilitated such interference. *See Guarantee Ins. Co. v. Heffernan Ins. Brokers, Inc.*, 13-23881-CIV, 2015 WL 11216329, at *5 (S.D. Fla. Aug. 28, 2015) (finding a sufficient basis to create a jury issue on punitive damages since record evidence indicated that the defendants, insurance brokers, knew they erred by failing to report plaintiff’s claim and failed to inform plaintiffs for two years); *Case v. Newman*, 154 So. 3d 1151, 1156 (Fla. 1st DCA 2014) (reversing trial court’s denial of leave to amend to assert punitive damages for willfully selling alcohol to a minor based on record testimony that the minor previously purchased alcohol from the same store and the salesman never asked him for identification, his age, and the minor never used fake identification); *Peer v. Lewis*, 06-60146-CIV, 2008 WL 2047978, at *13 (S.D. Fla. May 13, 2008) (determining that a sufficient basis for punitive damages was presented to create a jury issue on defendant’s abuse of process counterclaim based on record evidence that plaintiff commended his Fair Credit Reporting Act claim against defendant despite knowing that defendant never actually obtained or used plaintiff’s credit report); *Southstar Equity, LLC v. Lai Chau*, 998 So. 2d 625, 633 (Fla. 2d DCA 2008) (concluding “that there was sufficient evidence as a matter of law to establish *either* ‘gross negligence’ or ‘intentional misconduct’” based evidence that “defendants affirmatively misled the plaintiff”) (emphasis in original); *Espirito Santo Bank v. Rego*, 990 So. 2d 1088, 1090 (Fla. 3d DCA 2007) (recognizing that “when a party has presented sufficient *facts* in support of a fraudulent inducement claim that would entitle him to an award of compensatory damages, he has also presented sufficient facts that would support a request for

punitive damages”) (emphasis in original); *see also Mortellite v. Am. Tower, L.P.*, 819 So. 2d 928, 934 (Fla. 2d DCA 2002) (holding that a finding of liability in a breach of fiduciary action “alone will support an award of punitive damages even in the absence of financial loss for which compensatory damages would be appropriate”).

86. Leave to amend is particularly appropriate here because the Defendants have a penchant for tortiously interfering with the legal rights of another, and will likely continue to do so if left unchecked.⁸ *See First Specialty Ins. v. Caliber One Indem. Co.*, 988 So. 2d 708, 713 (Fla. 2d DCA 2008) (stating that the imposition of punitive damages—or at least the right to plead for them—is proper because punitive damages are meant to “punish a defendant or to act as a deterrent”).

87. No party will be prejudiced by granting Mr. Kings’ leave to amend because this action is in its infancy, it is not set for trial, and discovery remains ongoing. *See Hutson*, 66 So. 3d at 1045 (finding no prejudice in granting leaving to amend when the action was not yet set for trial). Nor can the privilege to amend be said to have been abused by the Kings at this early stage. *See Video Indep. Med. Examination, Inc.*, 792 So. 2d at 681 (reasoning that “[t]he privilege to amend has not been abused here, nor would allowing appellant to amend its complaint prejudice appellee as the case is only in the pleading stage”).

WHEREFORE, Plaintiff, Merrill King, respectfully requests that this Court grant him leave to amend the complaint and leave to plead an entitlement to punitive damages, deem the

⁸ Indeed, since the filing of this action Dowling has once again tortiously interfered with neighboring property rights—this time taking matters into her own hands and physically precluding construction activities at a nearby home build. (See WMNF news story titled “Neighbors in St. Pete Want to Save Tree from Developers, dated July 29, 2019, retrieved on August 2, 2019 from <https://www.wmnf.org/neighbors-st-pete-save-tree-developers/>).

proposed Amended Complaint attached hereto as Exhibit 1 filed, and for any further relief just and appropriate under the circumstances.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3rd day of February, 2020, a true and correct copy of the foregoing has been furnished via the Florida Courts E-Filing Portal to: **Howard P. Ross, Esquire**, hross@brdwlaw.com, lheds@brdwlaw.com, and scata@brdwlaw.com, Battaglia, Ross, Dicus & McQuaid, P.A., The Sembler Center, 5858 Central Avenue, St. Petersburg, FL 33707, *Attorney for Defendants, Preserve the 'Burg and Belmont*; **Shirin M. Vesely, Esq.**, svesely@trenam.com, rvalente@trenam.com, **Patrick M. Causey, Esq.**, pcausey@trenam.com, jstraw@trenam.com, **Ashlyn R. Banks, Esq.**, abanks@trenam.com, jamer@trenam.com, Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis, P.A. 200 Central Ave., Suite 1600 St. Petersburg, FL 33701 *Attorneys for Anne Dowling, Derek Hess, and Allendale Terrace Neighbors United, Inc.*

/s/ Tyler A. Hayden

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Attorneys for Plaintiffs

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

MERRILL KING,

Plaintiff,

v.

Case No.: 19-001842-CI

Section: 20

**SAINT PETERSBURG
PRESERVATION, INC. d/b/a
PRESERVE THE ‘BURG, ALLENDALE
TERRACE NEIGHBORS UNITED, INC.,
ANNE DOWLING, DEREK HESS, and
PETER BELMONT,**

Defendants.

AMENDED COMPLAINT

Plaintiff, MERRILL KING (“**Mr. King**”), hereby sues Defendants, SAINT PETERSBURG PRESERVATION, INC. d/b/a PRESERVE THE ‘BURG (“**Preserve the ‘Burg**”), ALLENDALE TERRACE NEIGHBORS UNITED, INC. (“**Allendale Neighbors United**”), ANNE DOWLING (“**Dowling**”), DEREK HESS (“**Hess**”) and PETER BELMONT (“**Belmont**”) (collectively, the “**Defendants**”), and alleges:

JURISDICTION, PARTIES, AND VENUE

1. At all times relevant hereto, Mr. King owned real property in St. Petersburg, Florida.
2. Preserve the ‘Burg is a not-for-profit corporation, organized and existing under the laws of the State of Florida and doing business in Pinellas County, Florida.
3. Allendale Neighbors United is a not-for-profit corporation, organized and existing under the laws of the State of Florida and doing business in Pinellas County, Florida.

EXHIBIT 1

4. Dowling is an individual who, upon information and belief, resides in Pinellas County, Florida.

5. Hess is an individual who, upon information and belief, resides in Pinellas County.

6. Belmont is an individual who, upon information and belief, resides in Pinellas County, Florida. Belmont is also the Vice President of Preserve the ‘Burg and counsels the Defendants on real estate matters.

7. Jurisdiction is appropriate in this Court pursuant to Section 26.012, Florida Statutes (2019).

8. Venue is proper in this Court pursuant to Section 47.011, Florida Statutes (2019), because: (1) one or more of the Defendants reside in Pinellas County, Florida; and (2) the causes of action asserted herein accrued in Pinellas County, Florida.

GENERAL ALLEGATIONS

9. Mr. King is a longtime resident of St. Petersburg who, for approximately thirty-three years, lived and raised a family with his wife Karen King in their Allendale neighborhood home located at 774 36th Avenue North, St. Petersburg, FL 33704 (the “**Home**”).

10. On October 24, 2018, the Kings executed a contract to sell their Home to a local real estate developer, Weekley Homes, LLC (“**Weekley**”) for \$960,000.00 (the “**Purchase Contract**”). A true and correct copy of the Purchase Contract is attached hereto as **Exhibit A**.

11. Unsurprisingly, Weekley—a well-known local developer and homebuilder—sought to clear the property on which the Home was situated and construct new houses in its place.

Dowling and Hess Intentionally Interfere With the Purchase Contract for their Own Financial Gain

12. Dowling and Hess are neighboring property owners immediately to the rear of the Home and have coveted Mr. King’s Home for years.

13. In fact, Hess previously inquired about purchasing a portion of Mr. King's property, but his offer was rejected.

14. Shortly after execution of the Purchase Contract, Dowling and Hess observed surveyors at the Home openly installing staking marks and other surveying monuments.

15. From this observation as well as conversations with neighboring property owners, Dowling and Hess learned that the Kings were selling their Home to Weekley for redevelopment.

16. Dowling and Hess were not only angry that they could not purchase the Home but they were, in their own words, "livid" that the Home would be sold to a developer—a result which Dowling and Hess found completely abhorrent.

17. Their passionate distaste for new construction homes in their neighborhood is pure NIMBYism.¹

18. Loathing the possibility of new construction in their own backyard, Dowling and Hess were determined to take whatever action was necessary to sabotage Mr. King's business relationship with Weekley.

19. But how could they stop Weekley from going through with the purchase? And how could they convince Mr. King to sell his Home to them (something which Mr. King previously refused to do)?

20. The answer was both simple and wicked.

21. Dowling and Hess concocted a scheme whereby they would disingenuously attempt to designate Mr. King's Home a historic landmark to dissuade Weekley from

¹ NIMBY is a well-known acronym for "Not In My Back Yard." The Defendants, for whatever reason, do not want Weekley-style new construction homes in their neighborhood and took action to prevent that—including, but not limited to, tortiously interfering with Mr. King and Weekley's business relationship. In this regard, the Defendants' efforts represent NIMBYism at its worst.

purchasing/redeveloping it² and, instead, force Mr. King to sell his Home to them for well below market value.

22. In other words, Dowling and Hess would extortionately leverage the City's historic designation process for their own financial gain.

***Dowling and Hess conspire with the
other Defendants to put their plan in motion***

23. On November 5, 2018, Dowling and Hess submitted to the City of St. Petersburg an application for Local Landmark Designation of the Home (the "**Application**"). A true and correct copy of the Application is attached hereto as **Exhibit B**.

24. The primary purpose of filing the Application was not to preserve the supposed historic integrity of the King's Home. Indeed, Dowling and Hess had lived next to the Kings for years but took no action to protect the Home despite believing *for more than a decade* that it was falling into disrepair.

25. Instead, Dowling and Hess filed the Application primarily to sabotage a local real estate development that did not fit their preferred architectural style and did not financially benefit them.

26. In fact, they later admitted that they considered themselves "in competition" for the King's Home.

27. The Application also included Allendale Neighbors United as an additional applicant (collectively, Dowling, Hess, and Allendale Neighbors United are referred to as the

² Potential landmark designations freeze all permitting activity on a property including, but not limited to, processing of demolition permits. A fact that Dowling and Hess knew all too well.

“Allendale Defendants”); however, no such legal entity existed at the time the Application was filed.³

28. *Why include a non-existent legal entity on the Application?* Because Dowling and Hess knew that their conduct was wrongful but (as they previously discussed with members of Preserve the ‘Burg) included an entity as an applicant in a misguided effort to avoid being held legally accountable for their actions.

29. Moreover, the inclusion of Allendale Neighbors United on the Application also falsely implied that there was significant neighborhood support for historic designation (something which Preserve the Burg’s then president suggested to Dowling was the “most important part of the application”), which Dowling and Hess would use to create greater leverage against Mr. King and Weekley’s business relationship.

30. Simply stated, the inclusion of Allendale Neighbors United on the Application was a calculated effort to further intimidate Weekley into backing out of the Purchase Contract and not redeveloping the Home as well as to falsely imply greater support for the Application than actually present.

31. Preserve the ‘Burg’s historical expert and Belmont—the Allendale Defendants’ allies in the preservation community—immediately recognized that the Application was not a genuine attempt at preservation:

This is an application? It’s worse than the usual amateur effort, did she not think to talk to city staff about what was required or contact us? . . . This is a total redo from scratch project, **the form is wildly inaccurate and incomplete**, simple basic data is missing.

³ Dowling and Hess formed Allendale Neighbors United nine (9) days after submitting the Application. it is nothing more than a self-serving shell corporation that consists only of Dowling, Hess, and their two minor children as its sole officers and directors. It is not a homeowners’ association, property owners’ association or any other entity that governs and represents the interests of the Allendale neighborhood.

32. However, despite recognizing the Application as “wildly inaccurate and incomplete,” Preserve the ‘Burg and Belmont nevertheless supported the Application and took efforts to generate support for it in the community.

33. *Why would Preserve the ‘Burg and Belmont support an Application that they knew was wildly inaccurate and incomplete?* Because they too wanted to “discourage demolition” of Mr. King’s Home.

34. In other words, Preserve the ‘Burg and Belmont conspired with the Allendale Defendants to interfere with Mr. King and Weekley’s business relationship to prevent the construction of new homes in the Allendale Neighborhood—a result which all of the Defendants found deplorable.

***The Defendants’ Conspiracy to Interfere Forces Damaging
Changes to Mr. King’s Purchase Contract with Weekley***

35. Due to the Defendants’ erroneous historic designation efforts, Mr. King’s Home was mired in a sea of bureaucratic red tape that delayed and risked permanently eliminating Weekley’s ability to redevelop the Home.

36. The Defendants not only desired but expected this outcome.

37. In addition, the Defendants also attempted to rally public opposition against Weekley that they hoped would coerce it to abandon efforts to redevelop Mr. King’s Home.

38. After the publication of a newspaper article about the Defendants’ erroneous historic designation efforts, Preserve the ‘Burg’s then president (Emily Elwyn) remarked to Dowling: “Excellent! Love the pressure.”⁴

⁴ *Pressure on whom?* On Weekley not to buy the Home, which might never be developable. And on Mr. King to sell the Home to Dowling and Hess or else risk having it tied up in a bureaucratic red tape during a historically high housing market that could crash at any moment.

39. Faced with all this uncertainty, in early November of 2018 Weekley required Mr. King to execute an addendum to the Purchase Contract extending the inspection period “to 45 days after final resolution of the Historic Designation Application” or Weekley would cancel the Purchase Contract.

40. Thus, Mr. King lost the April 26, 2019 closing date for which he originally bargained. And he would lose the Weekley sale entirely unless he successfully defeated the Defendants’ eleventh-hour conspiracy to interfere with the Home’s redevelopment.

41. In order to save some semblance of a sale, albeit under vastly different terms (i.e., to mitigate his damages), Mr. King had to incur significant attorneys’ fees and costs to navigate a complex administrative process including numerous, contentious hearings before the City.

42. Mr. King also incurred significant carrying costs that he otherwise would not have had to expend if here were able to sell his Home under the original terms of the Purchase Contract.

***With Mr. King on the ropes,
the Defendants go in for the knockout!***

43. While the Application remained pending—and the uncertainty regarding potential development of the Home was at its peak—Dowling and Hess communicated their desire to purchase Mr. King’s Home for approximately \$200,000.00 below the amount of the Purchase Contract with Weekley.

44. At the same time as Dowling and Hess were offering to buy Mr. King’s Home at a steep discount, the Defendants were openly discussing how to leverage potential historic designation to their advantage.

45. Indeed, Preserve the ‘Burg’s then President (Emily Elwyn) stated to Dowling: **“I’m thinking that if current negotiations with the owner don’t work out, the backup plan would be to proceed aggressively with the landmarking application.”**

46. In other words, *if we can't have the Home, nobody can!*

47. The Defendants were also actively discussing whether they should resist allowing Mr. King time to register as an opponent of the Application and voice his concerns regarding the permanent alteration of his constitutionally protected property rights:

“OMG! The asshole Kings are trying to delay the hearing! . . . this is obvious smoke and mirrors to end up in a position where they can register as an opponent”

“I think it’s actually in your favor to delay. nothing can happen while [the Application is] in process, so **delay drags it longer and more chances for a compromise.**”

48. Ultimately, after more than six (6) months of highly contentious debate as well as numerous hearings before the City where the Kings were subjected to public ridicule, embarrassment and intrusion into the private lives,⁵ City Council voted against the Application.

49. However, this was only after Mr. King expended significant sums of money on attorneys’ fees and costs to defend himself, his Home, and the Purchase Contract.

50. All conditions precedent to bringing this action have occurred or have been waived.

51. Defendants acts and omissions have forced the Mr. King to retain the undersigned counsel, and Mr. King is obligated to pay for the legal services rendered in connection with this dispute.

COUNT I
TORTIOUS INTERFERENCE WITH A BUSINESS RELATIONSHIP
(Anne Dowling)

52. Plaintiff re-alleges and incorporate paragraphs 1 through 51.

53. This is an action for damages against Anne Dowling in excess of thirty thousand dollars (\$30,000) exclusive of attorney’s fees and costs.

⁵ The Kings were not only subjected to torrid comments before the City’s various administrative tribunals, but since the Defendants filed the Application, the Kings have: (i) been subjected to a smear campaign on social media and throughout the community by the Defendants; (ii) had reporters and self-proclaimed “treasure hunters” camped out in front of the Property; and (iii) had preservation zealots fly photography drones over their Property at all hours.

54. As of October 24, 2018, Mr. King and Weekley had a business and contractual relationship under the Purchase Contract, whereby Weekley agreed to purchase the Home for \$960,000.00, with an ultimate closing soon to follow in April of 2019 contingent upon Weekley's ability to demolish the existing structure and build new homes—a contingency previously approved by the City.

55. At all relevant times, Dowling knew of the existence of the business relationship between Mr. King and Weekley.

56. Shortly after learning of this relationship, Dowling—in an effort to interfere with, delay, and/or halt Weekley's purchase of the Kings' Home—filed the Application, which was rife with intentional falsehoods, including that Dowling owned the Property and that it was not under a contract for sale.

57. Dowling filed the Application using improper methods—intentional misrepresentations—and she has further used the City's historical landmark designation process for improper self-interested motives. To wit, she and her husband, Hess, tortiously interfered with Mr. King's business relationship with Weekley and the Purchase Contract so as to ultimately purchase the Home for themselves.

58. Dowling then attempted to cloak the outright lies in the Application with the apparent legitimacy of a local neighborhood organization, i.e. Allendale Neighbors United—which, in reality, was a merely self-serving, non-existent entity comprised entirely of Dowling, Hess, and their minor children to give off the false impression of neighborhood support for historic designation of the Home.

59. Because of the Application and other actions taken by Dowling, Weekley and Mr. King were unable to close the sale of the Home as originally contemplated by their business relationship and the Purchase Contract.

60. Dowling then offered to purchase the Kings' Home for \$750,000.00—significantly less than the \$960,000.00 sale price in the Purchase Contract.

61. Thereafter, through Belmont and Preserve the 'Burg, Dowling communicated her attempts to purchase the Home.

62. While attempting to force Mr. King to sell her their home for well below market value, Dowling continued to pursue the frivolous Application to continue preventing a sale to Weekley or anyone else.

63. Thus, Dowling not only knew that her actions (i.e., filing an application for historic landmark designation replete with falsehoods) were wrongful and would likely damage Mr. King by jeopardizing the Purchase Contract, but—despite that knowledge—continued to intentionally mire the Home in bureaucratic red tape in the hopes that she could coerce a sale to her and her husband for well below market value.

64. Mr. King has been damaged by Dowling's tortious interference with his business relationship as described above.

65. Furthermore, Mr. King has incurred special damages in the form of attorneys' fees and costs relative to responding to, and defending against, the Application through the City's administrative processes as well as additional carrying costs for the Home which he would not otherwise have had to incur.

66. Dowling is the legal and proximate cause of Mr. King's general damages and special damages.

WHEREFORE, Plaintiff, Merrill King, respectfully requests that this Court enter a judgment against Anne Dowling for damages, special damages consisting of attorneys' fees and costs as well as expert costs incurred by Mr. King relative to prior third-party pre-suit disputes and administrative matters with the City related to the Application as well as additional carrying costs for the Home which he would not otherwise have had to incur, punitive damages, pre- and post-judgment interest, costs, and any further relief that is appropriate under the circumstances.

COUNT II
TORTIOUS INTERFERENCE WITH A BUSINESS RELATIONSHIP
(Derek Hess)

67. Plaintiff re-alleges and incorporate paragraphs 1 through 51.

68. This is an action for damages against Derek Hess in excess of thirty thousand dollars (\$30,000) exclusive of attorney's fees and costs.

69. As of October 24, 2018, Mr. King and Weekley had a business and contractual relationship under the Purchase Contract, whereby Weekley agreed to purchase the Home for \$960,000.00, with an ultimate closing soon to follow in April of 2019 contingent upon Weekley's ability to demolish the existing structure and build new homes—a contingency previously approved by the City.

70. At all relevant times, Hess knew of the existence of the business relationship between Mr. King and Weekley.

71. Shortly after learning of this relationship, Hess— in an effort to interfere with, delay, and/or halt Weekley's purchase of the Kings' Home—filed the Application, which was rife with intentional falsehoods, including that Dowling owned the Property and that it was not under a contract for sale.

72. Hess filed the Application using improper methods—intentional misrepresentations—and she has further used the City’s historical landmark designation process for improper self-interested motives. To wit, he and his wife, Dowling, tortiously interfered with the Mr. King’s business relationship with Weekley and the Purchase Contract so as to ultimately purchase the Home for themselves.

73. Hess then attempted to cloak the outright lies in the Application with the apparent legitimacy of a local neighborhood organization, i.e. Allendale Neighbors United—which, in reality, was a merely self-serving, non-existent entity comprised entirely of Dowling, Hess, and their minor children to give off the false impression of neighborhood support for historic designation of the Home.

74. Because of the Application and other actions taken by Hess, Weekley and Mr. King were unable to close the sale of the Home as originally contemplated by their business relationship and the Purchase Contract.

75. Hess then offered to purchase the Kings’ Home for \$750,000.00—significantly less than the \$960,000.00 sale price in the Purchase Contract.

76. Thereafter, through Belmont and Preserve the ‘Burg, Hess communicated his attempts to purchase the Home.

77. While attempting to force Mr. King to sell her their home for well below market value, Hess continued to pursue the frivolous Application to continue preventing a sale to Weekley or anyone else.

78. Thus, Hess not only knew that his actions (i.e., filing an application for historic landmark designation replete with falsehoods) were wrongful and would likely damage Mr. King by jeopardizing the Purchase Contract, but—despite that knowledge—continued to intentionally

mire the Home in bureaucratic red tape in the hopes that he could coerce a sale to him and his wife for well below market value.

79. Mr. King has been damaged by Hess' tortious interference with his business relationship as described above.

80. Furthermore, Mr. King has incurred special damages in the form of attorneys' fees and costs relative to responding to, and defending against, the Application through the City's administrative processes as well as additional carrying costs for the Home which he would not otherwise have had to incur.

81. Hess is the legal and proximate cause of Mr. King's general damages and special damages.

WHEREFORE, Plaintiff, Merrill King, respectfully requests that this Court enter a judgment against Derek Hess for damages, special damages consisting of attorneys' fees and costs as well as expert costs incurred by Mr. King relative to prior third-party pre-suit disputes and administrative matters with the City related to the Application as well as additional carrying costs for the Home which he would not otherwise have had to incur, punitive damages, pre- and post-judgment interest, costs, and any further relief that is appropriate under the circumstances.

COUNT III
CONSPIRACY TO TORTIOUSLY INTERFERE WITH A BUSINESS RELATIONSHIP
(Allendale Neighbors United, Preserve the 'Burg, Hess, Dowling, and Belmont)

82. Plaintiffs re-allege and incorporate paragraphs 1 through 51.

83. This is an action for damages against Allendale Neighbors United, Preserve the 'Burg, Hess, Dowling, and Belmont for a conspiracy in excess of thirty thousand dollars (\$30,000) exclusive of attorney's fees and costs.

84. Defendants, Allendale Neighbors United, Preserve the ‘Burg, Hess, Dowling, and Belmont are parties to a civil conspiracy as described above.

85. Specifically, by their actions described above, Defendants aided and abetted Dowling and/or Hess’ tortious interference with the business relationship between Mr. King and Weekley and further conspired to interfere with and prevent the sale of the Home from Plaintiff to Weekley.

86. Defendants owed a duty to Mr. King to protect them from tortiously interfering with or otherwise obstructing the lawful purchase and sale of the Home.

87. Each of the Defendants encouraged and facilitated Dowling and Hess’ interference with the Purchase Contract and have been working in concert with the other Defendants to terminate the lawful purpose of the business relationship between Mr. King and Weekley, including the purpose of the Purchase Contract.

88. Defendants committed the overt acts described in paragraphs 1 through 51 above in furtherance of their conspiracy, including, but not limited to the following specific acts:

a. **Allendale Neighbors United:** pursuing the improper historical designation sought by the Application in order to interfere with Mr. King’s business relationship with Weekley and the Purchase Contract and prevent the sale of the Home to Weekley;

b. **Preserve the ‘Burg:** assisting in the support of the improper Application in order to interfere with the Purchase Contract and prevent the sale of the Home to Weekley, advising the other Defendants, including Dowling and Hess as to their attempts to purchase the Home for less than market price and otherwise interfere with the business relationship between Mr. King and Weekley;

c. **Derek Hess:** completing and filing the Application to interfere with the Purchase Contract, forming Allendale Neighbors United to pursue the improper historical designation sought by the Application and otherwise interfering with the business relationship between Mr. King and Weekley;

d. **Anne Dowling:** completing and filing the Application to interfere with the Purchase Contract, forming Allendale Neighbors United to pursue the improper historical

designation sought by the Application and otherwise interfering with the business relationship between Mr. King and Weekley; and,

e. **Peter Belmont**: representing the Defendants as a historic designation expert and consultant, as well as legal counsel, to pursue the improper historical designation sought by the Application, communicating Dowling and Hess' attempts to negotiate the terms for the sale of the Home to them and otherwise interfering with the business relationship between Mr. King and Weekley.

89. Mr. King has been damaged by conspiracy as described above.

90. Furthermore, Mr. King has incurred special damages in the form of attorneys' fees and costs relative to responding to, and defending against, the Application through the City's administrative processes as well as additional carrying costs for the Home which he would not otherwise have had to incur.

91. Defendants, Allendale Neighbors United, Preserve the 'Burg, Hess, Dowling, and Belmont, are the legal and proximate cause of Mr. King's damages and Special Damages.

WHEREFORE, Plaintiff, Merrill King, respectfully request that this Court enter a judgment against Allendale Terrace Neighbors United, Inc., Saint Petersburg Preservation, Inc., Derek Hess and Peter Belmont for damages, special damages consisting of attorneys' fees and costs incurred by Plaintiff relative to prior third-party pre-suit disputes and administrative matters with the City related to the Application as well as additional carrying costs for the Home which he would not otherwise have had to incur, punitive damages, pre- and post-judgment interest, costs, and any further relief that is appropriate under the circumstances.

COUNT IV
ABUSE OF PROCESS
(Allendale Neighbors United, Preserve the 'Burg, Hess, Dowling, and Belmont)

92. Plaintiffs re-allege and incorporate paragraphs 1 through 51.

93. This is an action for damages against Allendale Neighbors United, Preserve the ‘Burg, Hess, Dowling, and Belmont for abuse of process in excess of thirty thousand dollars (\$30,000) exclusive of attorney’s fees and costs.

94. Defendants engaged in an intentional and willful misuse of process for some wrongful and unlawful object, or collateral purpose.

95. Defendants had an ulterior motive or purpose in exercising this intentional and willful misuse of process for some wrongful and unlawful object, or collateral purpose.

96. Specifically, Defendants used the City of St. Petersburg’s historic landmark designation process as a club to bludgeon Mr. King into selling his Home to Hess and Dowling for below market home value.

97. Mr. King has been damaged by the Defendants’ abuse of process as described above.

98. Furthermore, Mr. King has incurred special damages in the form of attorneys’ fees and costs relative to responding to, and defending against, the Application through the City’s administrative processes as well as additional carrying costs for the Home which he would not otherwise have had to incur.

99. Defendants, Allendale Neighbors United, Preserve the ‘Burg, Hess, Dowling, and Belmont, are the legal and proximate cause of Mr. Kings damages and Special Damages.

WHEREFORE, Plaintiff, Merrill King, respectfully requests that this Court enter a judgment against Allendale Terrace Neighbors United, Inc., Saint Petersburg Preservation, Inc., Derek Hess and Peter Belmont for damages, special damages consisting of attorneys’ fees and costs incurred by Plaintiff relative to prior third-party pre-suit disputes and administrative matters with the City related to the Application as well as additional carrying costs for the Home which he

would not otherwise have had to incur, pre- and post-judgment interest, costs, and any further relief that is appropriate under the circumstances.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all Counts so triable in this Complaint.

Dated this ____ of _____, 2020.

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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this ____ day of _____, 2020, a true and correct copy of the foregoing has been furnished via the Florida Courts E-Filing Portal to: **Howard P. Ross, Esquire**, hross@brdwlaw.com, lheds@brdwlaw.com, and scata@brdwlaw.com, Battaglia, Ross, Dicus & McQuaid, P.A., The Sembler Center, 5858 Central Avenue, St. Petersburg, FL 33707, *Attorney for Defendants, Preserve the 'Burg and Belmont*; **Shirin M. Vesely, Esq.**, svesely@trenam.com, rvalente@trenam.com, **Patrick M. Causey, Esq.**, pcausey@trenam.com, jstraw@trenam.com, **Ashlyn R. Banks, Esq.**, abanks@trenam.com, jamer@trenam.com, Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis, P.A. 200 Central

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Attorneys for Plaintiffs

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



PARTIES: Merrill C & Karen G King ("Seller"),
and Weekley Homes LLC, A Delaware Limited Liability Company ("Buyer"),

agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 774 36th Ave N, St.Petersburg, FL 33704
- (b) Located in: Pinellas County, Florida. Property Tax ID #: 073117005220020110
- (c) Real Property: The legal description is ALLENDALE TERRACE BLK 2, LOTS 11 THRU 14

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

- (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").

Other Personal Property items included in this purchase are: N/A Sellers may remove/take any or all personal property.

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- (e) The following items are excluded from the purchase: N/A Sellers may remove/take any or all personal property.

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency):..... \$ 960,000.00

- (a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** \$ 5,000.00

The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): (i) accompanies offer or (ii) is to be made within 8 (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Information: Name: Town Square Title
Address: 250 E. Colonial Dr. #302, Orlando, FL 32081
Phone: 407-260-9400 E-mail: _____ Fax: _____

- (b) Additional deposit to be delivered to Escrow Agent within 55 (if left blank, then 10) days after Effective Date \$ 10,000.00

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8

- (d) Other:

- (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other **COLLECTED** funds \$ 945,000.00

NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before October 23, 2018, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

- (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

- 4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on April 26, 2019 ("Closing Date"), at the time established by the Closing Agent.

Buyer's Initials NAB
FloridaRealtors/FloridaBar-ASIS-5

Seller's Initials MCG KOK

53 **5. EXTENSION OF CLOSING DATE:**

- 54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due
 55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),
 56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such
 57 period shall not exceed 10 days.
- 58 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
 59 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
 60 extended as provided in STANDARD G.

61 **6. OCCUPANCY AND POSSESSION:**

- 62 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the
 63 Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed
 64 all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices
 65 and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of
 66 loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date,
 67 and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.
- 68 (b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
 69 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the
 70 facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall
 71 be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that
 72 the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery
 73 of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer
 74 shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.
 75 Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to
 76 be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

- 77 **7. ASSIGNABILITY: (CHECK ONE):** Buyer may assign and thereby be released from any further liability under
 78 this Contract; may assign but not be released from liability under this Contract; or may not assign this
 79 Contract.

80 **FINANCING**

81 **8. FINANCING:**

- 82* (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's
 83 obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges
 84 that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend
 85 the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.
- 86* (b) This Contract is contingent upon Buyer obtaining approval of a conventional FHA VA or other
 87* _____ (describe) loan within _____ (if left blank, then 30) days after Effective Date ("Loan Approval
 88* Period") for **(CHECK ONE):** fixed, adjustable, fixed or adjustable rate in the Loan Amount (See Paragraph
 89* 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's
 90* creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing").
- 91* (i) Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days
 92 after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms
 93 ("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale
 94 by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.

95 Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a
 96 default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited
 97 to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's
 98 mortgage broker and lender in connection with Buyer's mortgage loan application.

99 (ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application,
 100 Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose
 101 such status and progress, and release preliminary and finally executed closing disclosures and settlement
 102 statements, to Seller and Broker.

103 (iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.

104 (iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to
 105 expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been
 106 unable to obtain Loan Approval and has elected to either:

- 107 (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
 108 (2) terminate this Contract.

Buyer's Initials NFB
 FloridaRealtors/FloridaBar-ASIS-5

Seller's Initials MBG/KDW

(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period.

(vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) Assumption of existing mortgage (see rider for terms).

(d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)

(c) TITLE EVIDENCE AND INSURANCE: At least 20 (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

(i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

(ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

164* (iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]: Seller shall furnish a copy of a prior owner's policy
165 of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence,
166 which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C)
167 municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's
168* policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ _____
169 (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

170 (d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property
171 surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real
172 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

173* (e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by
174* _____ at a cost not to exceed \$ _____. A home
175 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in
176 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

177 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body
178 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and
179 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an
180 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being
181 imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may
182 be paid in installments (**CHECK ONE**):

183* (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.
184 Installments prepaid or due for the year of Closing shall be prorated.

185* (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

186 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

187 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district
188 (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

189 DISCLOSURES

190 10. DISCLOSURES:

191 (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in
192 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
193 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding
194 radon and radon testing may be obtained from your county health department.

195 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller
196 does not know of any improvements made to the Property which were made without required permits or made
197 pursuant to permits which have not been properly closed. If Seller identifies permits which have not been
198 properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans,
199 written documentation or other information in Seller's possession, knowledge, or control relating to
200 improvements to the Property which are the subject of such open permits or unpermitted improvements.

201 (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or
202 desires additional information regarding mold, Buyer should contact an appropriate professional.

203 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood
204 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to
205 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"
206 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
207 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
208 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
209 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
210* may terminate this Contract by delivering written notice to Seller within 20 (if left blank, then 20) days after
211 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
212 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
213 designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums
214 for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured
215 or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial
216 rating.

217 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
218 required by Section 553.996, F.S.

- 219 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
 220 mandatory.
- 221 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**
 222 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**
 223 **ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- 224 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
 225 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO
 226 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
 227 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
 228 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
 229 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 230 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if
 231 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer
 232 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller
 233 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,
 234 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD
 235 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax
 236 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to
 237 FIRPTA.
- 238 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are
 239 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding
 240 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or
 241 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller
 242 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected
 243 building, environmental or safety code violation.

244 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

245 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the
 246 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS
 247 IS Maintenance Requirement").

248 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

- 249* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 45 (if left blank, then 15)
 250 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
 251 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
 252 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering
 253 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely
 254 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall
 255 be released of all further obligations under this Contract; however, Buyer shall be responsible for
 256 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting
 257 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the
 258 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to
 259 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of
 260 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to
 261 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all
 262 repairs and improvements required by Buyer's lender.
- 263 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
 264 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
 265 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
 266 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
 267 Maintenance Requirement and has met all other contractual obligations.
- 268 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection
 269 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,
 270 written documentation or other information in Seller's possession, knowledge, or control relating to
 271 improvements to the Property which are the subject of such open or needed Permits, and shall promptly
 272 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve
 273 such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,

274 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs
275 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to
276 expend, any money.
277 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
278 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
279 to Buyer.

280 ESCROW AGENT AND BROKER

281 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds
282 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
283 within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions
284 of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting
285 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may
286 take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or
287 liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until
288 the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine
289 the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the
290 dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon
291 notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the
292 extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will
293 comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through
294 mediation, arbitration, interpleader or an escrow disbursement order.

295 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,
296 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable
297 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent
298 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to
299 Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or
300 termination of this Contract.

301 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
302 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
303 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
304 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
305 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
306 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**
307 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND**
308 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,**
309 **WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
310 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
311 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at
312 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with
313 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
314 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
315 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
316 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
317 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services
318 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.
319 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and
320 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve
321 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker
322 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

323 DEFAULT AND DISPUTE RESOLUTION

324 **15. DEFAULT:**

325 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
326 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit
327 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and
328 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under

329 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's
330 rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall
331 be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share
332 shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

- 333 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
334 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
335 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
336 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
337 performance.

338 This Paragraph 15 shall survive Closing or termination of this Contract.

- 339 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and
340 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled
341 as follows:

- 342 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
343 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
344 16(b).
345 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
346 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
347 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
348 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
349 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
350 16 shall survive Closing or termination of this Contract.

- 351 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted
352 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in
353 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover
354 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the
355 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

356 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

357 **18. STANDARDS:**

358 **A. TITLE:**

359 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
360 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
361 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at
362 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance
363 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
364 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
365 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the
366 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of
367 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than
368 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and
369 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
370 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing
371 any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall
372 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance
373 with law.

374 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller
375 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is
376 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of
377 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after
378 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer
379 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver
380 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this
381 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If
382 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

383 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which
384 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or
385 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has
386 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)
387 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
388 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and
389 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
390 thereby releasing Buyer and Seller from all further obligations under this Contract.

391 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon
392 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable
393 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of
394 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later
395 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and
396 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a
397 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the
398 preparation of such prior survey, to the extent the affirmations therein are true and correct.

399 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to
400 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

401 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
402 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
403 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
404 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
405 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
406 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph
407 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller
408 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
409 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
410 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
411 thereunder.

412 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing
413 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or
414 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been
415 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all
416 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth
417 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges
418 for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been
419 paid or will be paid at Closing.

420 **F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other
421 than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates
422 specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur
423 on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property
424 is located) of the next business day.

425 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be
426 liable to each other for damages so long as performance or non-performance of the obligation, or the availability of
427 services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force
428 Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God,
429 unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent
430 effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including
431 Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents
432 performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under
433 this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering
434 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
435 further obligations under this Contract.

436 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
437 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters
438 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be

Buyer's Initials NLP
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Seller's Initials [Signature]

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

439 transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this
440 Contract.

441 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

442 (i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by
443 the party paying for the owner's policy of title insurance and will take place in the county where the Real Property
444 is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title
445 insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic
446 means.

447 (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of
448 sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s),
449 owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid
450 receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable,
451 the survey, flood elevation certification, and documents required by Buyer's lender.

452 (iii) **FinCEN GTO NOTICE.** If Closing Agent is required to comply with the U.S. Treasury Department's
453 Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer
454 shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this
455 Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and
456 report of said information to IRS.

457 (iv) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment
458 provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing
459 procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all**
460 **closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

461 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide
462 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following
463 escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent
464 for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of
465 Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from
466 date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all
467 Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and,
468 simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-
469 convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand
470 for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect
471 except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

472 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of
473 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes
474 (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents
475 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable,
476 in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required
477 by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited
478 to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on
479 current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment
480 is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's
481 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements
482 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st
483 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be
484 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an
485 informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the
486 maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an
487 estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K
488 shall survive Closing.

489 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller
490 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,
491 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

492 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty
493 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not
494 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed
495 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

496 cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of
497 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase
498 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of
499 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the
500 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation
501 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

502 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
503 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate
504 in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however,
505 cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent
506 upon, nor extended or delayed by, such Exchange.

507 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**
508 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall
509 be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever
510 the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to
511 the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as
512 if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic
513 (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon
514 shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures,
515 as determined by Florida's Electronic Signature Act and other applicable laws.

516 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement
517 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or
518 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change
519 in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended
520 to be bound by it.

521 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this
522 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or
523 rights.

524 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten
525 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

526 **S. COLLECTION or COLLECTED:** "COLLECTION" or "COLLECTED" means any checks tendered or
527 received, including Deposits, have become actually and finally collected and deposited in the account of
528 Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents
529 may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

530 **T. RESERVED.**

531 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State
532 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the
533 county where the Real Property is located.

534 **V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,
535 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%
536 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service
537 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate
538 from the IRS authorizing a reduced amount of withholding.

539 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can
540 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,
541 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and
542 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer
543 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds
544 to the IRS.

545 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced
546 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the
547 reduced sum required, if any, and timely remit said funds to the IRS.

548 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has
549 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
550 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller
551 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in
552 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

553 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted
 554 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
 555 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
 556 transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the
 557 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
 558 disbursement in accordance with the final determination of the IRS, as applicable.
 559 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
 560 8288 and 8288-A, as filed.

W. RESERVED

561
 562 **X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller*
 563 *and against any real estate licensee involved in the negotiation of this Contract for any damage or defects*
 564 *pertaining to the physical condition of the Property that may exist at Closing of this Contract and be*
 565 *subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This*
 566 *provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive*
 567 *Closing.*

ADDENDA AND ADDITIONAL TERMS

569* **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this
 570 Contract (**Check if applicable**):

- | | | |
|--|--|---|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> K. RESERVED | <input type="checkbox"/> T. Pre-Closing Occupancy |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> L. RESERVED | <input type="checkbox"/> U. Post-Closing Occupancy |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> V. Sale of Buyer's Property |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> N. Coastal Construction Control
Line | <input type="checkbox"/> W. Back-up Contract |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> X. Kick-out Clause |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> Y. Seller's Attorney Approval |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> H. Homeowners/Flood Ins. | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> I. RESERVED | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> J. Interest-Bearing Acct. | | <input type="checkbox"/> Other: _____ |

571* **20. ADDITIONAL TERMS:** 1) Buyer and Seller agree that Keating and Schlitt, P.A. / Town Square Title, Ltd.
 572 will act as Escrow Agent and Closing Agent.

573 2) Section 12(a) is revised to delete ", and shall provide Seller" through "required by Buyer's lender".

574 3) Section 15(a) is replaced with the following: If Buyer is in default hereunder, Seller's sole remedy shall be
 575 to terminate this Contract and recover and retain the Deposit as agreed upon liquidated damages.

576 4) Section 18(A)(i) is replaced with the following: The Title Commitment shall bind the Title Company to
 577 issue to Buyer at Closing an owner's policy of title insurance in the full amount of the Purchase Price subject only
 578 to: (a) exceptions that Purchaser did not object to or is deemed to have waived; (b) exceptions that the Title
 579 Company has not agreed to insure over or remove from the Title Commitment; and (c) real estate taxes not yet
 580 due and payable.

581 5) Section 18(l)(i) is replaced with the following: Closing will take place at the office of the Closing Agent or
 582 by an agreed upon escrow process.

583 6) Sellers agree to execute "Affidavit to Authorize Agent" within 10 days following effective date of contract.

COUNTER-OFFER/REJECTION

- 584
 589* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 590 deliver a copy of the acceptance to Seller).
 591* Seller rejects Buyer's offer.

Buyer's Initials NLS
 FloridaRealtors/FloridaBar-ASIS-5

Seller's Initials [Signature]

592 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
593 ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

594 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

595 Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the
596 terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and
597 conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all
598 interested persons.

599 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK
600 TO BE COMPLETED.

601* Buyer: [Signature] Date: 10/27/18

602* Buyer: _____ Date: _____

603* Seller: [Signature] Date: 10/29/18

604* Seller: [Signature] Date: 10/24/18

605 Buyer's address for purposes of notice
606* 6567 Gunn Hwy
607* Tampa, FL 33625
608* _____

Seller's address for purposes of notice
774 36th Ave N
St Petersburg, FL33704

609 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers
610 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct
611 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage
612 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has
613 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation
614 made by Seller or Listing Broker to Cooperating Brokers.

615* N/A
616 Cooperating Sales Associate, if any

N/A
Listing Sales Associate

617* N/A
618 Cooperating Broker, if any

N/A
Listing Broker

Buyer's Initials NAM
FloridaRealtors/FloridaBar-ASIS-5

Seller's Initials [Signature]

From: merrillkgp [REDACTED]

To: PrintKG [REDACTED]

Subject: Fwd: Signed Contract,,,,774 36th Avenue North, St. Petersburg, Fl 33704

Date: Thu, Oct 25, 2018 10:08 am

-----Original Message-----

From: St. Pierre, Robert [REDACTED]

To: [REDACTED]

Sent: Thu, Oct 25, 2018 9:40 am

Subject: RE: Signed Contract,,,,774 36th Avenue North, St. Petersburg, Fl 33704

Received, thank you. Should you have any questions don't hesitate to give me a shout.

Robert St.Pierre

David Weekley Homes

[REDACTED]

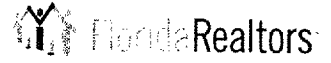
From: [REDACTED]

Sent: Thursday, October 25, 2018 9:30 AM

To: St. Pierre, Robert [REDACTED]

Subject: Signed Contract,,,,774 36th Avenue North, St. Petersburg, Fl 33704

Addendum to Contract



Addendum No. 001 to the Contract with the Effective Date of October 24, 2018 between

Merrill C & Karen G King (Seller)


and Weekley Homes, LLC (Buyer)

concerning the property described as: 774 36th Ave, N. St. Petersburg, FL 33704

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

Inspection Period changed to 45 days after final resolution of the Historic Designation Application.

Additional Escrow Deposit due changed to 7 days after Inspection Period.

Buyer: 
Buyer: _____
Seller: _____
Seller: _____

Date: 11/16/18
Date: _____
Date: _____
Date: _____

Addendum to Contract



Addendum No. 002 to the Contract with the Effective Date of October 24, 2018 between

Merrill C & Karen G King (Seller)

and Weekley Homes, LLC (Buyer)

concerning the property described as: 774 36th Ave, N. St. Petersburg, FL 33704

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

Inspection Period Expiration changed to 6/28/2019

Additional Escrow due changed to 07/05/2019

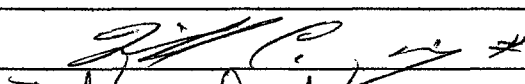
Closing date changed to "on or before 07/12/2019"

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Seller: 

Date: 7-22-19

Seller: 

Date: 4/22/19



Local Landmark Designation Application

Type of property nominated (for staff use only)

building structure site object

historic district multiple resource

CITY OF ST. PETERSBURG
NOV 06 2018
PLANNING & ECONOMIC DEVELOPMENT

1. NAME AND LOCATION OF PROPERTY

historic name Allendale Terrace - Doc Webb Estate

other names/site number _____

address 774 36th Ave N, St. Pete, FL 33704-1246

historic address _____

2. PROPERTY OWNER(S) NAME AND ADDRESS

name Mernil C King and Karen King

street and number 774 36th Ave N

city or town St. Petersburg state FL zip code 33704

phone number (h) _____ (w) _____ e-mail _____

3. NOMINATION PREPARED BY

name/title Anne Dowling

organization Allendale Terrace Neighbors United / Issues to Action

street and number 803 35th Ave N

city or town St. Petersburg state FL zip code 33704-1246

phone number (h) [REDACTED] (w) _____ e-mail _____

date prepared 11/6 signature [Signature]

4. BOUNDARY DESCRIPTION AND JUSTIFICATION

Describe boundary line encompassing all man-made and natural resources to be included in designation (general legal description or survey). Attach map delimiting proposed boundary. (Use continuation sheet if necessary)

07-31-17-00522-002-0110 - Lots 11-14

5. GEOGRAPHIC DATA

acreage of property .56 acres - ?

property identification number 07-31-17-00522-002-00-00-Lot 11-14

Doc Webb Estate - Allendale Terrace
Name of Property

9. STATEMENT OF SIGNIFICANCE

Criteria for Significance

(mark one or more boxes for the appropriate criteria)

- Its value is a significant reminder of the cultural or archaeological heritage of the City, state, or nation.
- Its location is the site of a significant local, state, or national event.
- It is identified with a person or persons who significantly contributed to the development of the City, state, or nation.
- It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the City, state, or nation.
- Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
- It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.
- Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.
- Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.
- It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.

Areas of Significance

(see Attachment B for detailed list of categories)

Doc Webb - Cabin
House is architectural of interest
History of City of SD

Period of Significance

Significant Dates (date constructed & altered)

Significant Person(s)

Cultural Affiliation/Historic Period

Builder

Architect

Narrative Statement of Significance

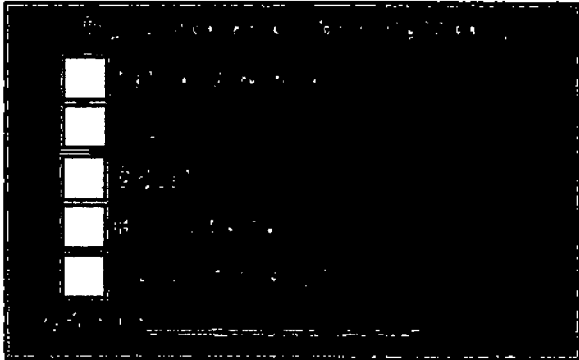
(Explain the significance of the property as it relates to the above criteria and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known.)

10. MAJOR BIBLIOGRAPHICAL REFERENCES

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)



Planning Department
310 Court St., First Floor
Clearwater, FL 33756
(727) 464-8200
Fax: (727) 464-8201



Local Landmark/Landmark Site Designation Application

- City of St. Pete, FL
Div. of Urban Design and
Historic Pres.

Date: 11/5/2018

Applicant

Name/Title Anne C. Dowling
Organization Allendale Terrace Neighbors United / Issues + Actm
Address 803 35th Ave N
City St. Petersburg State FL Zip Code 33704
Phone [Redacted]
Email A.C.DERLEK@AOL.COM

Property/District

Historic Name Allendale Terrace
Property Address 774 36th AVEN
City St. Petersburg, FL State FL Zip Code 33704-1246
Tax Parcel Identification Number 07-31-17-00522-002-0110

Lots 11-14

Property Owner(s)

Name Merrill C King II, Karen King
Address 774 36th Ave N
City St. Petersburg State FL Zip Code 33704-1246
Phone _____
Email _____



Criteria for Designation

Please check all applicable boxes if the resource(s) you are submitting for designation is/are:

- Associated with distinctive elements of the cultural, social, political, economic, scientific, religious, prehistoric, or architectural history that have contributed to the pattern of history in the community, the county, southwestern Florida, the state or nation.
- Has yielded, or are likely to yield, information on history or prehistory.
- Listed or have been determined eligible for listing in the National Register of Historic Places.
- Associated with the life or activities of a person of importance in local, state, or national history.
- Is the site of a historic event with a significant effect upon the county, state or nation.
- Exemplary of the historical, political, cultural, economic, or social trends of the community in history.
- Associated in a significant way with a past or continuing institution which has contributed substantially to the life of the community.
- Embodies the distinctive characteristics of a type, period, style or method of construction or are the work of a master; or that possess high artistic value; or that represent a distinguishable entity whose components may lack individual distinction.
- It portrays the environment in an era of history characterized by one or more distinctive design element or architectural styles;
- It embodies the characteristics of an architectural style, period or method of construction.
- It is a historic or outstanding work of a prominent architect, designer, or landscape architect.
- It contains elements of design, detail, material, or craftsmanship which are of outstanding quality or which represented, in its time, a significant innovation, adaptation or response to the southwest Florida environment.

Incentives

Are any historic preservation incentives being sought in association with this application (e.g., historic property tax exemption, variance from building code/zoning)? If so, please elaborate below.

None



Disclosure Information (This information must be supplied pursuant to County Ordinance No. 74-15)

A. If the owner is a corporation, partnership, or trust, list all persons (i.e. partners, corporate officers, all members of the trust) who are a party to such as well as anyone who may have a beneficial interest in the property which would be affected by any ruling on their application.

N/A

Specify interest held: _____

B. Is there an existing contract for sale of subject property: Yes No

If yes, list names of all parties to the contract including all partners, corporate officers, and members of any trust:

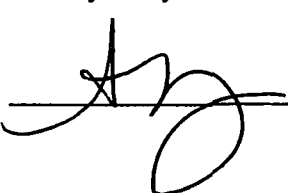
Is contract conditional or absolute? Conditional Absolute

C. Are there any options to purchase on subject property? Yes No

If so, list names of all parties to option including all partners, corporate officers and members of any trust:

Signature of Property Owner

I hereby certify that all information is correct:

 Anne C. Dowling



Function or Use

Historic Function:

Home of the legendary "Doc Webb" - site of significant cultural importance to St. Petersburg.

Current Function:

Single-family home

Proposed Use:

Single-family home

Written Description of Proposed Landmark or Landmark Site

As an attachment, please provide a narrative summary explaining the significance of the property as it relates to the above criteria for designation. The narrative should explain the archaeological, historical, architectural, or cultural significance of the proposed landmark, as well as the period of significance, date constructed, biographical data on significant persons who may have resided in the structure, the cultural affiliation/historic period, who the builder and architect were, etc., if known/applicable.)

Please see articles attached. Doc Webb is a known historic figure - his home is also of historic value located in Allendale Terrace.

Additional Evidence and Supporting Materials

Please provide the following, as attachments to this application:

- (a) Photographs which are inclusive of all elevations, architectural details and significant exterior features.
- (b) Copy of Florida Master Site File, if one exists.
- (c) Survey, or legal description, of property/structure.

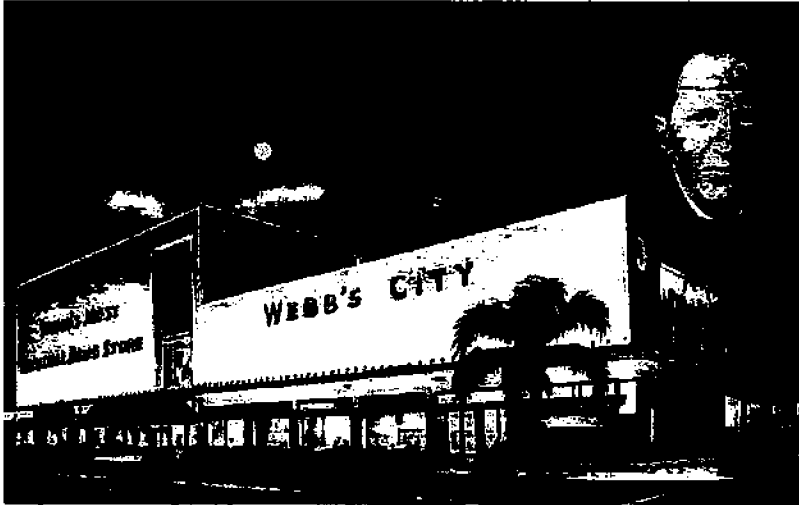
On applications for the designation of historic districts, the applicant shall also submit:

- (d) A written description of the boundaries of the district; and - In Green Bench Article on Allendale.
- (e) List of contributing resources. Cade B. Allen, A Life Remembered 2007

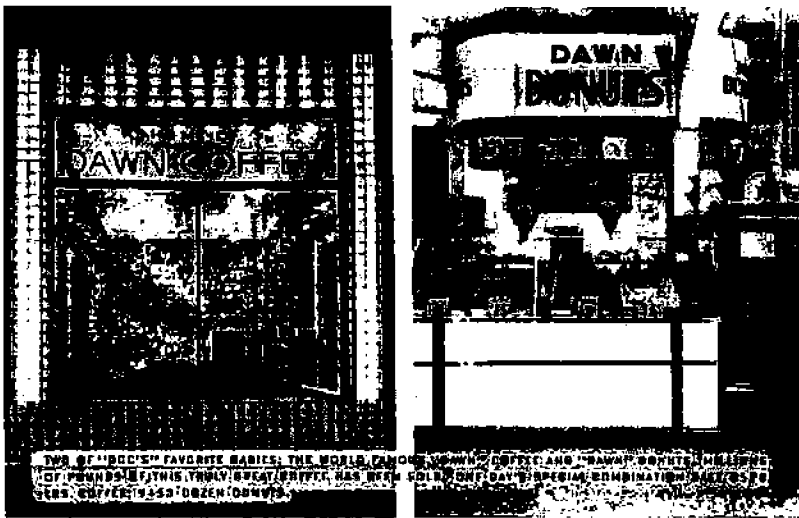
Note: If this application is for designation of a historic district, please refer to the additional requirements in Sec. 146-6 (b) and (c) of the Pinellas County code.

Searching for Webb's City

BIG TD



I grew up hearing about Webb's City in St. Petersburg, but I never had a chance to visit that famed shopper's paradise. The so-called "World's Most Unusual Drug Store" had already closed in 1979. But during its heyday, Webb's City was renowned (and attacked) for its "stack it high and sell it cheap" philosophy and its fearlessly tacky gimmicks that included dancing chickens, mermaids, and dollar bill-sales (95 cents per buck). Webb's City was a southern tradition.



Launched as a cut-rate drug store in 1925, Webb's City grew fast during the Depression thanks to "Doc" Webb's willingness to do anything to attract customers. He was particularly beloved for his two-cent breakfasts in those early days, when anyone who could scrounge up some pennies got an egg, a bacon strip, and a side of buttered toast, along with a cup of coffee and a glass of orange juice. Thus fortified, anyone could go shopping at Webb's.

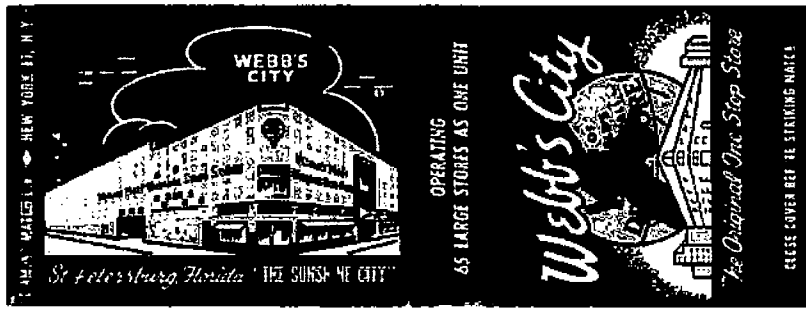


Webb fashioned himself as a man of the little people, selling goods below prices set by their producers and fighting lawsuits that challenged his cut-rate tactics. In *St. Petersburg and the Florida Dream: 1888-1950*, Raymond Arsenault quotes Webb's philosophy, "I don't care a damn about money . . . I wanted customers."

Are You Parked on On A Webb City Lot?

**A \$2.00 PARKING FEE WILL BE
COLLECTED . . . If You Trade Else-
where Than WEBB CITY STORES**

At its zenith, Webb's City included 77 stores covering seven city blocks, selling groceries, hardware, surgical supplies, electronics, clothes and, of course, drugs. Webb's City offered a combination of history, hucksterism, and value that can only now be experienced, I suppose, in South Dakota's Wall Drug. I'd love to learn more about Webb's City, so if you ever visited "Doc" Webb's beloved xanadu of values, please leave a comment.



Learn More

- *Crazed Fanboy*, A profile of J.E. "Doc" Webb - - Florida Folk Hero and Entrepreneur Extraordinaire
- *St. Petersburg Times*, Follow the dancing chicken



House

web house

Clipped By:

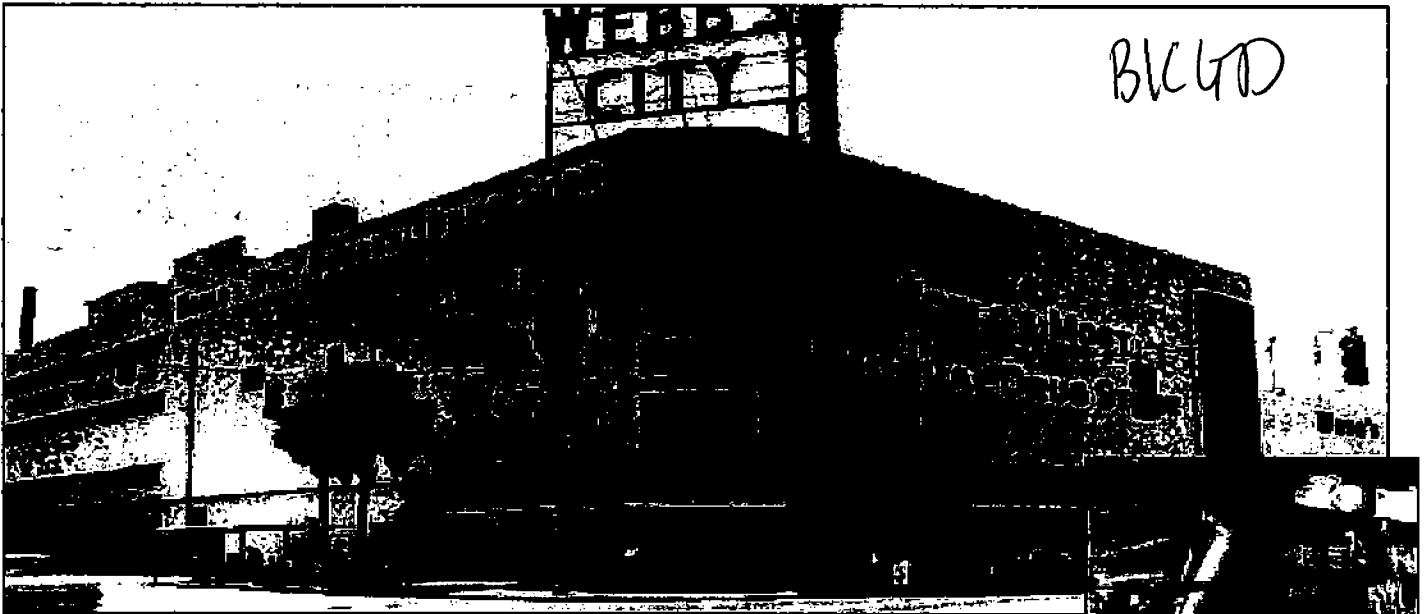


eolwyn
Tue, Nov 6, 2018

DOWNTOWN



including Old Northeast and Snell Isle



ALL ROADS LEAD TO WEBB'S CITY

Ask any resident who lived in St. Petersburg prior to the Nixon Administration about their favorite place to shop, and you will most likely be inundated with fond memories and grand tales of one place: Webb's City and its charismatic owner, James Earl Webb. What began as a 17-by-28 foot storefront, on the "wrong side of the tracks" in 1925, rapidly ballooned into a monolithic empire which took up nearly 10 city blocks thanks to the vision of James Webb. "I don't give a damn about money, I want customers," he once declared in an interview. And did he ever get them – up to 60,000 of them daily.

A natural born salesman, James Webb hawked newspapers at the age of 9 in 1905 for Nashville's largest daily, The Tennessean. Soon he was managing a crew of 14 other newsies and was making a whopping \$8 monthly. Always wanting to offer the customer more, Webb began selling hot German bread to his customers three days a week. His family had a garden and a cow, so he started selling them vegetables and milk, too. Not one to sit still, the youngster mowed lawns and sold lemonade at a curbside stand. He took any unsold ade and made sherbet for the next day's customers. At the ripe age of 12, Webb decided he was too busy for school and dropped out in the 5th grade. That same year, the family relocated to Knoxville where Webb promptly found work setting pins at a bowling alley, working the soda fountain and helping around a local pharmacy, Economy Drug Company.

By age 20, Webb had married and become manager and part owner of the drug store. It was here that James Webb earned a lifelong nickname as "Doc." That moniker fit the slight 5 foot 5 man, as he was always testing and marketing quick-cure remedies and elixirs. Without license requirements or FDA interference, pharmacists like Doc took advantage of the lack of regulation on patent medicines. Soon he began selling his cure-all "Doc Webb's 608." Primarily intended to treat gonorrhea, the concoction was little more than 70 cents worth of gum acacia and sandlewood. He sold it for \$5.50 a bottle. It sold like hotcakes.

With a growing bank account and desire for a new venture he could call his own, Doc was offered a managing partnership in a friend's St. Petersburg drug store in 1925. For the next year the duo operated the Seaboard Drug store (named for its proximity to the Seaboard rail line). Then came the bust of Florida's land boom.

Webb's partner, most likely nervous about the rapid decline in the economy, sold his portion of the store to Doc and headed back to the hills of Tennessee. Webb immediately began slashing prices to lure in cash-strapped customers. By 1932, Doc had incorporated the store as Webb's Cut Rate Drug Co. and topped \$500,000 in sales. He topped the cool million mark four years later.

Always a fighter for the common man, Doc refused to raise prices and constantly ran advertisements announcing that he would undercut any competitor's price by ten percent. It worked... sometimes too well. ... Continued inside

Story Nevin D. Sittler, Director of Education and Outreach – St. Petersburg Museum of History. Photos courtesy of St. Petersburg Museum of History and the St. Petersburg Times

Or Current Resident

ST. PETERSBURG
ST. PETE
PRESORTED
U.S. POSTAGE
PAID
Permit No. 400
St. Petersburg, Fla.

WEBB'S CITY, Continued



During a 1938 visit to the growing Webb's store, William Bristol – of Bristol-Myers Corp. – became so enraged at Doc's low prices on their products that Doc found himself in court defending his rights to sell his goods at his own chosen price and not that of the manufacturer's suggested price. He won, although he would find himself in court many more times on similar supplier complaints.

Incorporated as Webb's City in 1946, Doc's empire flourished. As customers began requesting more items for purchase, Doc responded. Folks wanted gas and tires, he opened a gas station next door. Folks wanted foodstuffs, he opened a grocery store. Haircuts, sure, you can get one for 50 cents in the barbershop, and get a free ice cream cone afterwards. Doc sold it all. From carpet to cantaloupes to clothes and curtains, customer's came in droves to visit dozens of different stores at Webb's City. And not just for the low prices. Always a salesman (and certainly a showman) Webb provided seemingly endless attractions. Mermaid shows, dancing chickens, bathing beauties and three ringed circuses entertained weary mothers and restless children.

Gimmicks were Doc's forte. You never knew when a sale would happen or where. Want to save 20 percent on women's underwear? On sale at the cigar counter for the

next 5 minutes. He even once sold dollar bills for 95 cents each. Anything to lure the customer in and to keep them shopping. Which they did. Doc even contemptuously proclaimed in a 1949 advertisement that "All roads lead to Webb's City."

The 1950s and 1960s were the golden decades for the "World's Most Unusual Drugstore." In 1970, Webb's City consisted of more than 70 individual stores in seven buildings with a total of 3,000 parking spaces. Sensing a downturn in the economy, and with the arrival of urban shopping malls, Webb sold his 56 percent share of the company to Texas interests in 1974. Perhaps the loss of its greatest promoter was too much for Webb's City, for it went into bankruptcy and closed a few years later. A sad day in St. Pete, for sure.

Webb remained in St. Petersburg with his third wife, Dorothy, passing away in 1982. Although nearly thirty years have elapsed since St. Petersburg's greatest showman left the stage, the memories and mermaids remain in the hearts of thousands. There will never be another Doc Webb.

Average doctor's visit?

minutes

Waiting is for Farms, Not Medical Care



ROBINSON

CONCERGE MEDICINE

24/7 Direct Access by Cell, Text or Email

24/7 Next Day Appointments

24/7 Same Day Appointments

24/7 Urgent Care (24/7) Under Minimum

24/7 Urgent Care Specialized Medical Care

24/7 Urgent Care, Wound Care

24/7 Urgent Care

200 Central Avenue, Suite 280 • St. Petersburg, FL 33701

200 Central Avenue, Suite 280 • RobinsonMed.com • Call 727.329.8859

Property
Info.

Record Date: 1/1/2014

Book Type:
SUBDIVISIONPLAT - SUBDIVISIONPLAT Book Type

Book / Page: 4/66

Secondary #:

Number of Pages: 1

Doc Type: SUBDIVISIONPLAT
-
SUBDIVISIONPLAT
Document Type

Grantor: ALLENDALE TERRACE BLKS A-B-

07-31-17-00522-002-0110

Compact Property Record Card

Tax Estimator

Updated November 3, 2018

Email Print

Radius Search

FEMA/WLM

Ownership/Mailing Address Change Mailing Address	Site Address
KING, MERRILL C II KING, KAREN G 774 36TH AVE N ST PETERSBURG FL 33704-1246	774 36TH AVE N ST PETERSBURG



Property Use: 0110 (Single Family Home)

Total Living: SF: 3,096 Total Gross SF: 4,742 Total Living Units: 1

[\[click here to hide\]](#) Legal Description

ALLEDALE TERRACE BLK 2, LOTS 11 THRU 14

Mortgage Letter <input type="checkbox"/> File for Homestead Exemption			2019 Parcel Use	
Exemption	2018	2019		
Homestead:	Yes	Yes	*Assuming no ownership changes before Jan. 1	
Government:	No	No	Homestead Use Percentage: 100.00%	
Institutional:	No	No	Non-Homestead Use Percentage: 0.00%	
Historic:	No	No	Classified Agricultural: No	

Parcel Information Latest Notice of Proposed Property Taxes (TRIM Notice)

Most Recent Recording	Sales Comparison	Census Tract	Evacuation Zone (NOT the same as a FEMA Flood Zone)	Plat Book/Page
06321/2105 ■	\$1,003,000 Sales Query	121030239001	NON EVAC	4/66

2018 Interim Value Information

Year	Just/Market Value	Assessed Value / SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2018	\$813,954	\$310,965	\$260,965	\$285,965	\$260,965

[\[click here to hide\]](#) Value History as Certified (yellow indicates correction on file)

Year	Homestead Exemption	Just/Market Value	Assessed Value	County Taxable Value	School Taxable Value	Municipal Taxable Value
2017	Yes	\$714,536	\$304,569	\$254,569	\$279,569	\$254,569
2016	Yes	\$581,180	\$298,305	\$248,305	\$273,305	\$248,305
2015	Yes	\$511,272	\$296,231	\$246,231	\$271,231	\$246,231
2014	Yes	\$408,782	\$293,880	\$243,880	\$268,880	\$243,880
2013	Yes	\$384,641	\$289,537	\$239,537	\$264,537	\$239,537
2012	Yes	\$342,354	\$284,697	\$234,697	\$259,697	\$234,697
2011	Yes	\$396,143	\$276,405	\$226,405	\$251,405	\$226,405
2010	Yes	\$524,485	\$272,320	\$222,320	\$247,320	\$222,320
2009	Yes	\$615,840	\$265,161	\$215,161	\$240,161	\$215,161
2008	Yes	\$679,100	\$264,896	\$214,896	\$239,896	\$214,896
2007	Yes	\$795,200	\$257,181	\$232,181	N/A	\$232,181
2006	Yes	\$761,500	\$250,908	\$225,908	N/A	\$225,908
2005	Yes	\$556,800	\$243,600	\$218,600	N/A	\$218,600
2004	Yes	\$415,700	\$236,500	\$211,500	N/A	\$211,500
2003	Yes	\$388,200	\$232,100	\$207,100	N/A	\$207,100
2002	Yes	\$329,500	\$226,700	\$201,700	N/A	\$201,700
2001	Yes	\$247,700	\$223,200	\$198,200	N/A	\$198,200
2000	Yes	\$248,500	\$216,700	\$191,700	N/A	\$191,700
1999	Yes	\$226,000	\$211,000	\$186,000	N/A	\$186,000
1998	Yes	\$224,000	\$207,700	\$182,700	N/A	\$182,700
1997	Yes	\$217,400	\$204,300	\$179,300	N/A	\$179,300
1996	No	\$29,700	\$29,700	\$29,700	N/A	\$29,700

2018 Tax Information

2018 Tax Bill	Tax District: SP
2018 Final Millage Rate	21.7154

Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our new [Tax Estimator](#) to estimate taxes under new ownership.

Amendment 1 - Will you Benefit?

[Check Estimated 3rd Homestead Exemption Benefit](#)Ranked Sales (What are Ranked Sales?) [See all transactions](#)

Sale Date	Book/Page	Price	Q/U	V/I
	06321 / 2105 ■	\$275,000	M	

2018 Land Information

Seawall: No

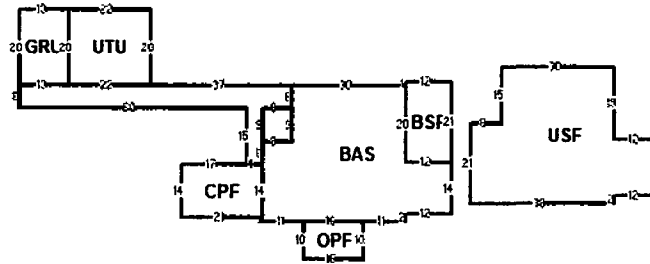
Frontage: None

View: Park/Cons/Pres

Land Use Single Family (01)	Land Size 240x138	Unit Value 3800.00	Units 240.0000	Total Adjustments 0.6695	Adjusted Value \$610,584	Method FF
---------------------------------------	-----------------------------	------------------------------	--------------------------	------------------------------------	------------------------------------	---------------------

[click here to hide] 2019 Building 1 Structural Elements Back to Top
Site Address: 774 36TH AVE N

Building Type: Single Family
Quality: Excellent
Foundation: Continuous Footing
Floor System: Wood
Exterior Wall: Frame Siding
Roof Frame: Gable Or Hip
Roof Cover: Shingle Composition
Stories: 2
Living units: 1
Floor Finish: Carpet/Hardtile/Hardwood
Interior Finish: Upgrade
Fixtures: 11
Year Built: 1925
Effective Age: 41
Heating: Central Duct
Cooling: Cooling (Central)



[Compact Property Record Card](#)

[Open plot in New Window](#)

Building 1 Sub Area Information

Description	Living Area SF	Gross Area SF
Utility Unfinished	0	440
Upper Story	1,428	1,428
Open Porch	0	652
Garage Unfinished	0	260
Carport	0	294
Base Semi-finished	252	252
ase	1,416	1,416
Total Living SF: 3,096		Total Gross SF: 4,742

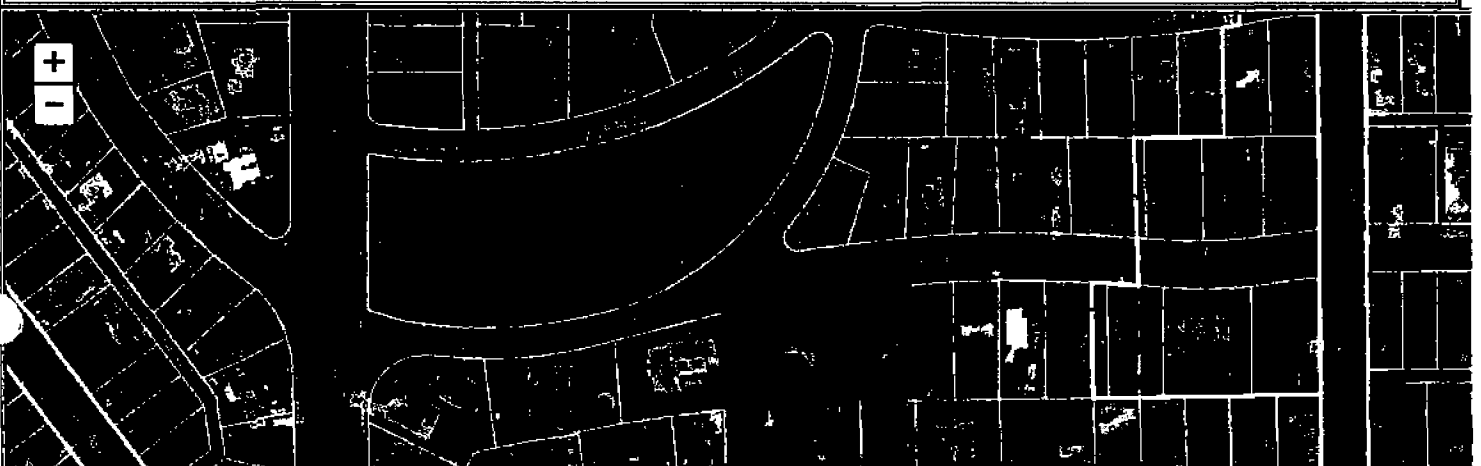
[click here to hide] 2019 Extra Features

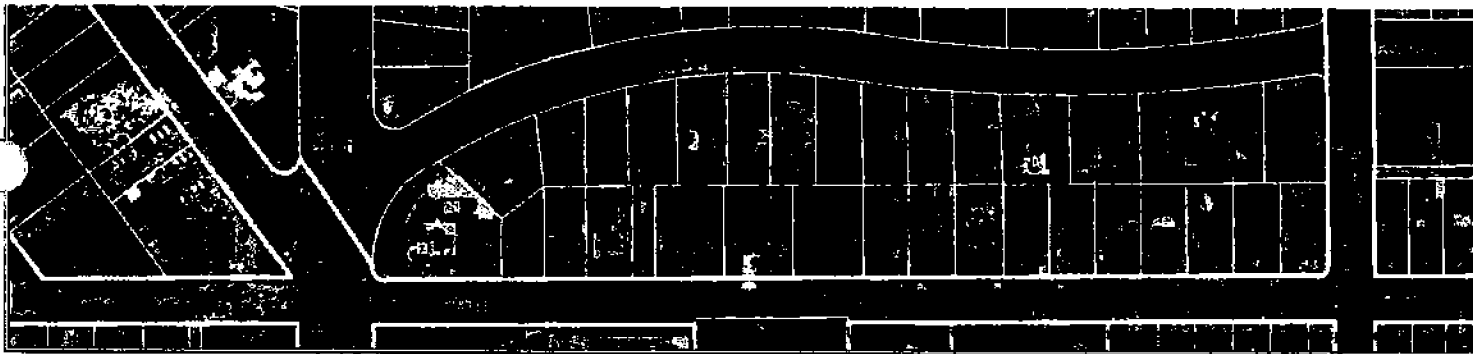
Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
POOL	\$32,000.00	1.00	\$32,000.00	\$12,800.00	1958
PATIO/DECK	\$9.00	1,760.00	\$15,840.00	\$6,336.00	1958
PORCH	\$22.00	400.00	\$8,800.00	\$3,520.00	1958
SHED	\$25.00	100.00	\$2,500.00	\$1,000.00	1925
GREENHOUSE	\$60.00	861.00	\$51,660.00	\$20,664.00	1958

[click here to hide] Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
No Permit Data Found			





[Interactive Map of this parcel](#)

[Map Legend](#)

[Sales Query](#)

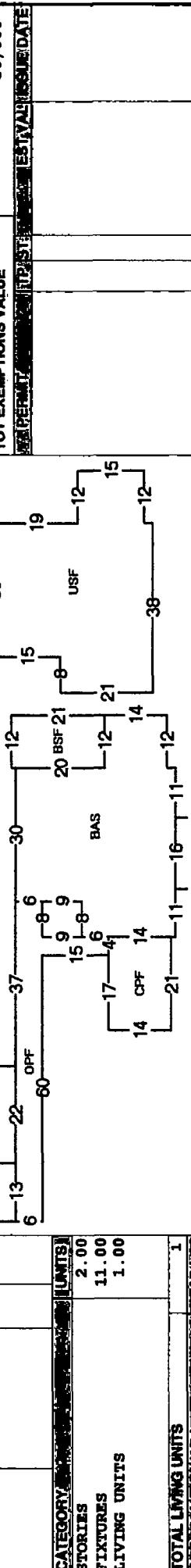
[Back to Query Results](#)

[New Search](#)

[Tax Collector Home Page](#)

[Contact Us](#)

BUILDING CHARACTERISTICS	QUALITY	EXCELLENT
CATEGORY	TYPE	% PTS
FOUNDATION	2 CONTINUOUS	100 3.00
FLOOR	3 WOOD	100 12.0
EXTERIOR	2 FRAME -	100 23.0
ROOF	1 GABLE OR	100 6.00
ROOF	3 SHINGLE	100 5.00
FLOOR	3 CARPET/HARD	100 10.0
INTERIOR	3 UPGRADE	100 39.0
HEATING	6 CENTRAL	100 5.00
COOLING	100 COOLING	100 3.00



CATEGORY	STORIES	FIXTURES	LIVING UNITS	TOTAL LIVING UNITS	DEPRECIATION/ADJ	EXTERNAL OBSOLESCENCE	INTERNAL OBSOLESCENCE	OTHER
STORIES	2.00			1				
FIXTURES	11.00							
LIVING UNITS	1.00							

TYPE	QU	AREA	% B	EFF AREA
01	04	1,416	100.0	1,416
256201	1925	492	20	98
		440	25	110
		260	25	65
		160	20	32
		4,742		3,282

EXTRA	DESCRIPTION	AMT	UNIT	VALUE	PERCENT	REMARKS
1	1204 GREENHOUSE	41	60.00	1958	40	20,664 21X41
2	0703 SHED	10	25.00	1925	40	1,000 10X10
3	1003 PORCH	16	400.00	1958	40	3,520 25X16
4	0101 PATIO/DECK	0	9.00	1958	40	6,336 1760
5	0203 POOL	0	32,000.00	1958	40	12,800 760

UNIT	VALUE	PERCENT	REMARKS
60.00	1958	40	20,664 21X41
25.00	1925	40	1,000 10X10
22.00	1958	40	3,520 25X16
9.00	1958	40	6,336 1760
32,000.00	1958	40	12,800 760

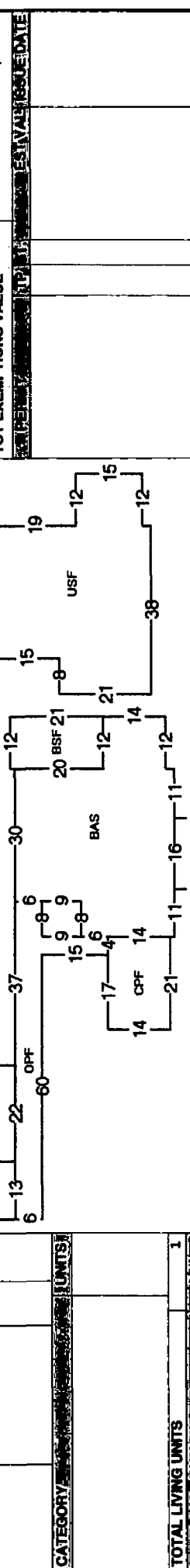
LAND USE	LAND USE	AREA	PERCENT	REMARKS
C 1 01	SINGLE	100	240.00	FRONT
		138.0	50	65.00
		240.00	FF	130 1.03 1.00

PRIOR JUST MARKET VALUE	CURRENT JUST MARKET VALUE	ASSESSED VALUE	HX/NHX CAP BASE YEAR	TAXABLE VALUE	HX	% HX	TOT EXEMPTIONS VALUE	PERMIT	ESTIMATE DATE
714,536	813,954	310,965	1994	260,965	Yes	100.00	50,000		

REVIEW DATE	FIELD NUMBER	REVIEW TYPE
4/30/2018	224	Oblique

Map Id: 1114.0 1.00 1.00 1.00 AREA = 11; NEB = 14

QUALITY	BUILDING CHARACTERISTICS	VALUE	MARKET VALUE
Excellent			714,536
			813,954
			310,965
			1994
			260,965
			Yes
			100.00
			50,000



TYPE	QUANTITY	AREA	% B	EFF. AREA
01	04	100.0		
256201	1925	EA		40
BSF	252	80		202
CPF	294	25		74
USF	1,428	90		1,285
	4,742			3,282

OFFICIAL	DATE OF SALE	SALES PRICE	BUYER	SALES NOTE
1 06321	2105	275000 N		MONTH/YEAR OF

UNITS	ADJUST VALUE	EST EFF. VALUE	YEAR/AGE	EST. VALUE	ADJUST VALUE	LAND VALUE	ADJUST VALUE	OTHER/ADJ. AND NOTES

REVIEW DATE	REVIEW NUMBER	REVIEW TYPE	APPRASAL DATE
4/30/2018	224	Oblique	

[ALLENDALE TERRACE \(HTTPS://GREENBENCHMONTHLY.COM/CATEGORY/NEIGHBORHOOD/ALLENDALE-TERRACE/\)](https://greenbenchmonthly.com/category/neighborhood/allendale-terrace/)[HISTORY \(HTTPS://GREENBENCHMONTHLY.COM/CATEGORY/ST-PETERSBURG-HISTORY/\)](https://greenbenchmonthly.com/category/st-petersburg-history/)

MAY 17 (HTTPS://GREENBENCHMONTHLY.COM/CATEGORY/ISSUE-05-17/)

Building a Neighborhood: Allendale Terrace

[Jack Spinrad \(https://greenbenchmonthly.com/author/jack/\)](https://greenbenchmonthly.com/author/jack/)May 24, 2017 (<https://greenbenchmonthly.com/neighborhood/allendale-terrace/building-a-neighborhood/>)

I have often driven the brick streets of Allendale Terrace. The first things I notice when approaching this neighborhood are the majestic oak trees shading the area's streets and homes. One can't help but marvel at the stately old homes, many of which were built in the 1920s and 1930s. Due to my inborn interest in the history of St. Petersburg (<https://greenbenchmonthly.com/category/st-petersburg-history/>), I wondered about the history of Allendale Terrace. I'm really becoming friendly with the folks at our local library.

The history of Allendale Terrace is written largely in much of the life Cade B. Allen. It was Allen who conceived and developed Allendale. He was a former brick mason from New York who came to St. Petersburg in 1912, reportedly for the health benefits of its climate. Beginning in 1918, Allen made nine purchases of land around Crescent Lake. He established a truck garden (a garden where vegetables are grown for market) and dairy farm on this property. Some of his cattle actually grazed on what is now Miller Huggins Field. The second of these land purchases was from Perry Snell.

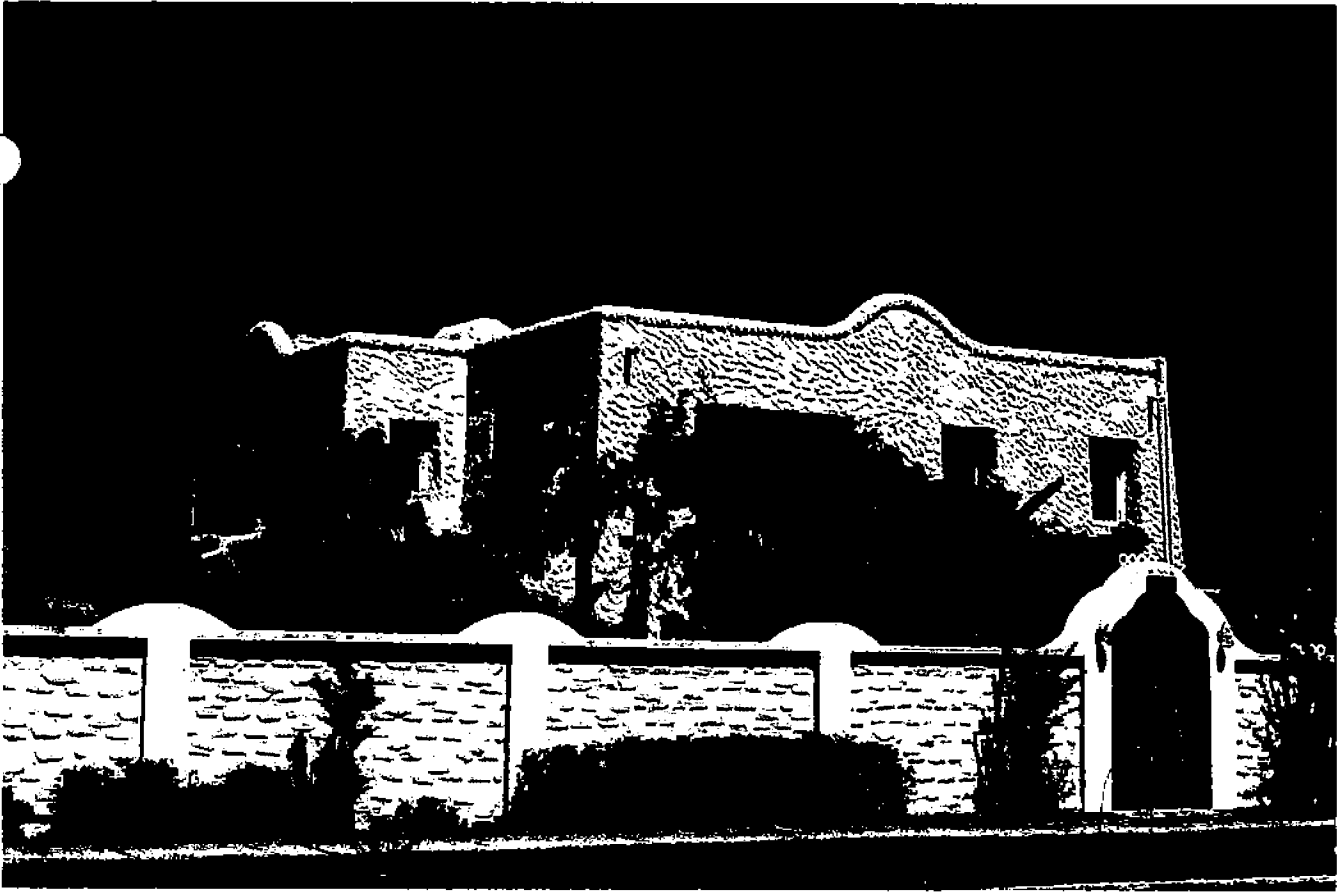
During this time he became friendly with Harold Smith, who was a member of the same church. In 1922 Allen sold this property and went into business with Smith, who was a real estate developer. St. Petersburg's public records show the registration of a deed to Cade B. Allen and Harold Smith for 135 acres bought from the estate of W.L. Foster and his wife Amanda in December of 1922. The area had been known as "The Foster Grove" and Cade's son Donald believed the price was \$186,000.

Development was soon under way when the two men engaged George F. Young Civil & Landscape Engineers of St. Petersburg to survey and lay out a street and block plan for the land. The plat for Allendale Park, named after Mr. Allen, was recorded on April 4, 1923, and soon, with plan in hand, brick streets with granite curbs were constructed.

Harold Smith and Cade Allen shared a real estate office on Central Avenue, and then on 4th Street, until Allen opened his own real estate office at 3649 Haines Road. Around that time Mr. Allen also bought out Smith's interests in the Allendale subdivision.

Between 1922 and 1954, Cade Allen and his sons built a total of 40 houses in Allendale, many with a distinct appearance that makes them easily recognizable today. All of these houses were built with hollow clay tile, and a stone veneer was then added to many of them. Some of the homes used local coquina rock, while others were faced with different types of stone, including granite, sandstone, and fieldstone from Georgia, Alabama, North Carolina and Tennessee, brought in by rail.

Over the years, Mr. Allen and his family (which included his wife, Eva and their eight children) actually lived in six different houses in Allendale. First was the original frame house that came with the purchase of the property. It had eight brick chimneys, which were torn down, and the brick was used as a veneer on the frame house and stuccoed. The house was located at 3850 Foster Hill Drive.



3405 9th St N is the first house that Allen built for his family. Photo by Bill Stringer.

The second house, which was the first Allen built for the family, was located at 3405 9th St. N. (Euclid Blvd.). It was called the "Snow House" because it was so white. The family lived there for about a year, from 1924 to 1925.

The third Allen residence in Allendale Terrace is the gray granite house at 3600 9th St. N. (Euclid Blvd.), completed in 1925. The contemporary address for this beautiful home is now 3601 Foster Hill Drive N. The fourth house in Allendale Terrace occupied by the Allen family, built in 1928 and located at 944 39th Ave. N., was a large masonry, Spanishstyle home. The family lived here until 1947.

The fifth home was built in 1939 and was sold to a Mr. William Garrison. The Allens bought the house back in 1950. The address was 945 40th Avenue N.



845 40th Ave N built by Cade Allen. Photo by Bill Stringer.

The sixth and last house that Allen designed and built as Cade B. Allen & Sons was 1020 41st Ave. N. Built in 1954 of pink and white marble imported from Georgia, the home was occupied by Cade and Eva until Cade's passing in 1959. Eva continued to live in the house until 1966; she died in 1971.

In total, 74 homes were built in Allendale Terrace prior to World War II. Between the War and 1960, there were an additional 186 homes built, with another 50 homes built since then.



Allendale

Terrace

One of the advantages of living in Allendale Terrace is the fact that it is built on a rise, often referred to as "The Ridge", which puts the homes above the flood zone elevations, so residents are not required to purchase flood insurance. By comparison, other sought-after historic neighborhoods closer to the water, such as Old Northeast and Snell Isle—while lovely—would be evacuated in a severe storm, and residents there must purchase flood insurance.

Known for its giant oak trees and large estate homes, Allendale Terrace is considered by many to be the finest area of St. Petersburg that is not located on the water. The area spans from 34th Avenue North to 42nd Avenue North, between 7th Street and 9th Street (MLK). It also includes the area between 34th Avenue North and 38th Avenue North, from 9th Street (MLK) to Haines Road.

The Allendale Terrace Neighborhood Association was formed in 1966, according to its former president, Hardy Bryan, to protect property development rights. As a result, Allendale is one of the few neighborhoods in St. Petersburg where you will not find any apartments or stores within its boundaries. Although the association is not currently active, the neighborhood does have a well-known Crime Watch program. If you get a chance, take a drive or a stroll through the area to view some of the impressive and distinctive Cade Allen homes. To connect with Allendale Terrace residents, log on to nextdoor.com (<http://nextdoor.com>).

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Aerial view of jungle -

774 36th Ave N

- House

