

## FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("First Amendment") is dated 21 August, 2018, and entered into by and between Capon Corporation, a Florida Corporation, John Mills and Bonnie Mills, as tenants by the entirety collectively, ("Owner") and Pinellas County, Florida, a political subdivision of the State of Florida acting through its Board of County Commissioners, the governing body ("County").

### RECITALS:

- A. On December 3, 2013, the Owner and the County entered into a Development Agreement, recorded in Book 18243, Pages 1258-1277 of the Public Records of Pinellas County, Florida, concerning the real property more particularly described in Exhibit A of the Development Agreement ("Property").
- B. The Development Agreement sets forth the conditions, limitations, and parameters for the development of the Property, including a term of five (5) years.
- C. Owner has requested a five (5) year extension of the term of the Development Agreement.
- D. Section 163.3237 Florida Statutes within the Florida Local Government Development Act ("Act"), as codified in Pinellas County Code Section 134-295, authorizes the amendment of a development agreement by mutual consent of the parties to the agreement or by their successors in interest.
- E. Owner and County desire to amend the Development Agreement, as amended, as more particularly set forth herein below.

In consideration of and in reliance upon the promises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged in accordance with the Act, the parties Agree as follows:

1. Recitals. The above recitals are true and correct and are part of this First Amendment.
2. Ratification and Reaffirmation of the Development Agreement. Except as specifically modified herein, all terms and conditions of the Development Agreement are hereby ratified and reaffirmed by the parties hereto. In addition, any defined term in the Development Agreement shall have the same meaning in the First Amendment.
3. Effective Date. The First Amendment to the Development Agreement shall become effective as provided by the Act.
4. Term of Development Agreement. Section 5.2 of the Development Agreement is amended to read as follows:

5.2 This AGREEMENT shall continue in effect until terminated as defined herein but for a period not to exceed ten (10) years.

5. Exhibit C (Concept Plan) of the Development Agreement has been amended as attached. The Affordable Housing, Multifamily Building has been entirely removed from the Coastal High Hazard Area and the Coastal Storm Area.
6. Notice. The Owner information in Section 13 of the Development Agreement is amended to read as follows:

If to Owner:                   Capon Corporation  
  John Mills, President  
  1209 N. Florida Ave.  
  Tarpon Springs, FL 34689

  John and Bonnie Mills  
  1209 N. Florida Ave.  
  Tarpon Springs, FL 34689

With copy to:                   Kimberly Kuhn, Esquire  
  10427 Garda Drive  
  Trinity, FL 34655

IN WITNESS WHEREOF, the parties have hereto executed this First Amendment to Development Agreement the date and year first above written.

WITNESSES:

OWNER:

Capon Corporation, a Florida corporation

Kelly Katsaras By: [Signature] PRESIDENT  
Printed Name: KELLY KATSARAS John Mills, President

[Signature]  
Printed Name: Zerah Cruz

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 26 day of June, 2018, by John Mills, who is personally known to me or who produced Drivers License as identification.

[Signature]  
Notary Public



By: KATHLEEN CHRISTENSEN  
Print Notary Name  
My Commission Expires:

WITNESSES:

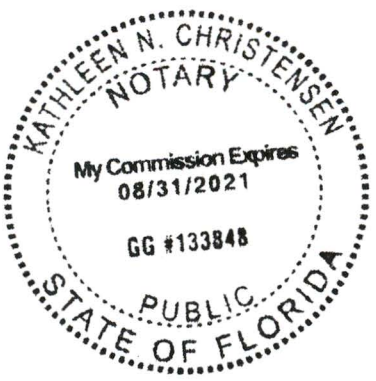
Kally Katsaras By: [Signature]  
Printed Name: KALLY KATSARAS John Mills

[Signature]  
Printed Name: Zerah Cruz

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 26 day of June, 2018, by John Mills who is personally known to me or who produced Drivers License as identification.

[Signature]  
Notary Public



By: KATHLEEN CHRISTENSEN  
Print Notary Name  
My Commission Expires:

WITNESSES:

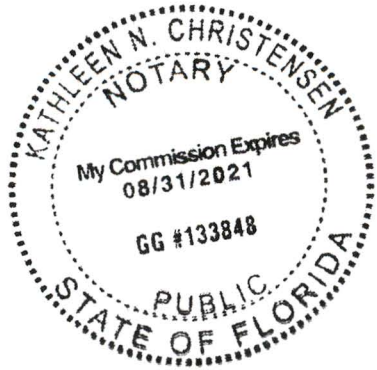
Kally Katsaras By: Bonnie Mills  
Printed Name: KALLY KATSARAS Bonnie Mills

[Signature]  
Printed Name: ZCROZ

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 26 day of June, 2018, by Bonnie Mills, who is personally known to me or who produced Driver's License as identification.

[Signature]  
Notary Public



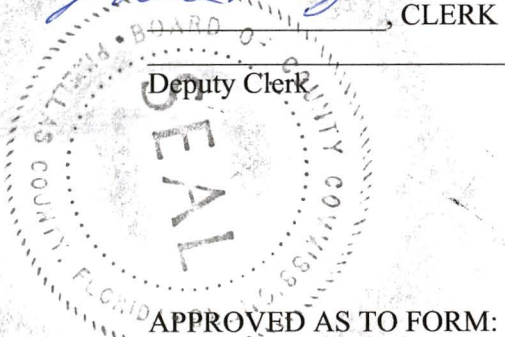
By: KATHLEEN CHRISTENSEN  
Print Notary Name  
My Commission Expires:

ATTEST:

*Kevin D. Long*

CLERK

Deputy Clerk



APPROVED AS TO FORM:

*Don [Signature]*

County Attorney

PINELLAS COUNTY, FLORIDA

By: *Kenneth S. Wohl*

Chairman

Board of County Commissioners

*✓*