

THIRD AMENDMENT TO OPTION CONTRACT
FOR SALE AND PURCHASE

THIS THIRD AMENDMENT is made and entered into this 1 day of March 2024, between PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, FL 33756 (“Buyer”); and the BLANCHE K. “PIP” WHITESELL REVOCABLE TRUST AGREEMENT, whose address is 12190 119th Street, Largo, FL 33778 (“Seller”).

WHEREAS, Seller and Buyer entered into that certain Option Contract for Sale and Purchase dated March 31, 1998 (the “Option Contract”) for the sale and purchase of that certain property as depicted in Exhibit “A”, attached hereto and fully incorporated herein (the “Property”); and

WHEREAS, Seller and Buyer entered into an Amendment to the Option Contract dated June 8, 2023 (the “First Amendment”) to extend the deadline for the County exercise its purchase option of the Property; ” and

WHEREAS, that certain First Amendment to the Option Contract for Sale and Purchase specifies the exercise of the Buyers’ Option in Section 3, Paragraph 2 as follows:

“Within nine (9) months after notice of the death of the latter of Nelson A. Whitesell or Blanch K. Whitesell, or within nine (9) months after earlier notice from Sellers, Buyer agrees to exercise its option, if at all, to close within fifteen (15) months of said Sellers’ notice on the terms set forth in this Option Contract, subject to availability of funding and approval of the Pinellas County Board of County Commissioners. If funding is not available to a future Board at the time for exercising such option, the County shall notify Seller of this fact and this Option Contract shall terminate.”

WHEREAS, Seller and Buyer entered into a Second Amendment to the Option Contract dated September 6, 2023 (the “Second Amendment”) to extend the deadline for the County exercise its purchase option of the Property; and

WHEREAS, that certain Second Amendment to the Option Contract for Sale and Purchase specifies the exercise of the Buyers’ Option in Section 3, Paragraph 2 as follows:

1. Section 3, Paragraph 2 is hereby deleted in its entirety and will be replaced with the following language:

“Within fifteen (15) months after notice of the death of the latter of Nelson A. Whitesell or Blanch K. Whitesell, or within fifteen (15) months after earlier notice from Sellers, Buyer agrees to exercise its option, if at all, to close within twenty one (21) months of said Sellers' notice on the terms set forth in this Option Contract, subject to availability of funding and approval of the Pinellas County Board of County Commissioners. If funding is not available to a future Board at the time for exercising such option, the County shall notify Seller of this fact and this Option Contract shall terminate.”

NOW THEREFORE, Buyer and Seller hereby agree to revise that certain Second Amendment to the Option Contract as follows:

1. Section 1, Paragraph 1 of the Option Contract is hereby deleted in its entirety and will be replaced with the following language:

“In consideration of the anticipated closing on the P2000 Contract identified in paragraph 3 below, and in consideration of the covenants of the respective parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, the Seller does hereby grant the Buyer an option to purchase the following property containing 15.10 acres, more or less, as more particularly described on Exhibit “B” hereto, hereinafter collectively referred to as the “Option Property.”

2. Section 3, Paragraph 2 of the Option Contract is hereby deleted in its entirety and will be replaced with the following language:

“Buyer agrees to exercise its option, if at all, on or before May 24, 2024, and to close on or before September 13, 2024, subject to availability of funding and approval of the Pinellas County Board of County Commissioners. If funding is not available to a future Board at the time for exercising such option, the County shall notify Seller of this fact and this Option Contract shall terminate.”

3. All other terms, conditions, and provisions of the Option Contract are hereby ratified and incorporated herein by reference except as otherwise amended herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have fully executed this Amendment to Option Contract for Sale and Purchase the day and year first above written.

SIGNED AND DELIVERED
IN THE PRESENCE OF:

Executed by SELLER on: March 1, 2024

WITNESSES:

[Signature]

Print Name: CLAYTON WHITESELL

[Signature]

Print Name: LINDA Whitesell

Seller: [Signature]

Print Name: Dee Robinson

Co-Trustee for the Blanche K. "Pip"

Title: Whitesell Trust Agreement dtd 5-12-21

Seller: [Signature]

Print Name: Susan G. Sclafani

Co-Trustee for the Blanche K. "Pip"

Title: Whitesell Trust Agreement dtd 5-12-21

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 1st day of March, 2024,
(numeric date) (month) (year)

by Dee Robinson and Susan G. Sclafani as Co-Trustees for the Blanche K. "Pip"
Whitesell Trust Agreement dtd 5-12-21.

(SEAL)

Signature of Notary Public – State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

COMPLETED ACKNOWLEDGEMENT ON NEXT PAGE

FLORIDA INDIVIDUAL ACKNOWLEDGMENT
F.S. 117.05(13)

State of Florida }
County of Pinellas }

The foregoing instrument was acknowledged before me by means of

Physical Presence.

— OR —

Online Notarization.

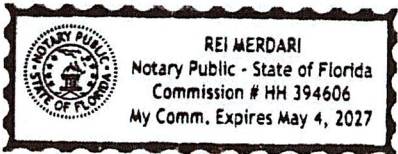
this 01 day of March, 2024, by
Date Month Year

Susan G Scalfani & Dee Robinson
Name of Person Acknowledging

Signature of Notary Public — State of Florida

Rei Merolari

Name of Notary Typed, Printed or Stamped



Place Notary Seal Stamp Above

Personally known

Produced Identification

Type of Identification Produced: _____

FLDL-5415 799619630 &
R 152179598720

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Third Amendment to option Contract for Sale and Purchase

Document Date: 3/1/24 Number of Pages: 4

Signer(s) Other Than Named Above: Cosigner: Dee Robinson

Witnesses: Londa Whitesell and Clayton whitesell

Executed by BUYER on: 3/5/24

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY:
PINELLAS COUNTY, FLORIDA, a
political subdivision of the State of Florida.

WITNESSES:

Amanda Gillespie
Print Name: Amanda Gillespie

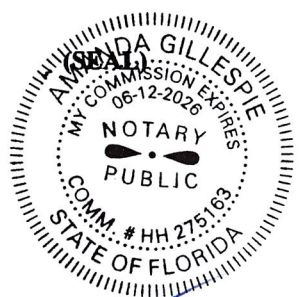
John Love
Print Name: John Love

Digitally signed by Joe Lauro
By: Joe Lauro
Date: 2024.03.05 09:27:50 -05'00'
Joe Lauro, Director, Administrative Services

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 5th day of March, 2024
(numeric date) (month) (year)

by Joe Lauro as Director for Pinellas County
(name of person) (type of authority) (name of party)



Amanda Gillespie
Signature of Notary Public – State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

EXHIBIT A
Legal Description of
Original Option Parcel
from Option Contract

EXHIBIT "A"
Legal Description/Option Property and
Potential Additional Parcels

Legal Description of Option Property

The East 1/2 of the Southwest 1/4 of Section 9, Township 30 South, Range 15 East, LESS and EXCEPT: (1) that part included in the P2000 contract identified in paragraph 3 of this Agreement; (2) the East 295 feet thereof; and (3) right-of-way for Walsingham Road, containing 20.315 acres, M.O.L.

Legal Description of Potential Additional Parcels

The West 265 feet of the East 295 feet of the South 361 feet of the Northeast 1/4 of Section 9, Township 30 South, Range 15 East, and

The West 265 feet of the East 295 feet of the North 495 feet of the Southeast 1/4 of Section 9, Township 30 South, Range 15 East,
containing 5.2 acres, M.O.L.

EXHIBIT B
Legal Description of
Revised Option Parcel

DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF WHITESELL FARMS 1ST ADDITION, RECORDED IN PLAT BOOK 121, PAGE 27, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N00°04'35"E, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 30, A DISTANCE OF 842.16 FEET; THENCE DEPARTING SAID CENTERLINE, N89°04'26"W, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF LOT 3 OF SAID WHITESELL FARMS 1ST ADDITION; THENCE CONTINUE N89°04'26"W, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 265.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE CONTINUE N89°04'26"W, A DISTANCE OF 265.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°04'26"W, A DISTANCE OF 768.44 FEET; THENCE N00°02'54"E, A DISTANCE OF 856.01 FEET; THENCE S89°04'26"E A DISTANCE OF 768.86 FEET; THENCE S00°04'35"W, A DISTANCE OF 856.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 657,896 SQUARE FEET (15.10 ACRES), MORE OR LESS.