

## FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("**First Amendment**") is dated as of \_\_\_\_\_, 2020, and entered into by and between Rosewood House II, Inc., a Florida corporation ("**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 August 18, 2015, the Owner and the County entered into a Development Agreement, recorded in Book 18895, Pages 713 - 722 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**"), a 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 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.


[End of Substantive Provisions, Signature Page to Follow]


IN WITNESS WHEREOF, the parties have hereto executed this First Amendment as of that date and year first above written.

WITNESSES:

OWNER:  
ROSEWOOD HOUSE II, INC.,  
a Florida corporation

  
Printed Name: ED PAGANO

By:   
Name: Eric Moore  
Title: President

  
Printed Name: Richard J. Beason

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 30 day of July, 2020, by Eric Moore, as President of Rosewood House II, Inc., a Florida corporation, on behalf of the corporation, who  is personally known to me or  has produced Florida Drivers License as identification.

(NOTARY SEAL)



Aileen C. Carlson  
Notary Public  
State of Florida  
Comm# GG985585  
Expires 5/6/2024

  
Notary Public Signature

Aileen C. Carlson  
(Name typed, printed or stamped)  
Notary Public – State of Florida  
My Commission Expires: 5/6/2024

ATTEST: KEN BURKE, CLERK

PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Pat Gerard, Chairman  
Board of County Commissioners

APPROVED AS TO FORM BY OFFICE OF THE COUNTY ATTORNEY:

  
County Attorney