

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("**First Amendment**") is dated as of October 20, 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: ERIC MOORE

By: 
Name: Eric Moore
Title: President


Printed Name: Richard J. Beason

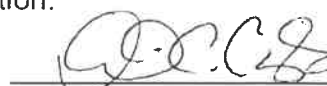
STATE OF FLORIDA
COUNTY OF PINELLAS

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)



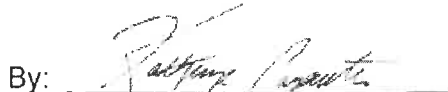
Aileen C. Carlson
Notary Public
State of Florida
Comm# GG985585
Expires 5/6/2024


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

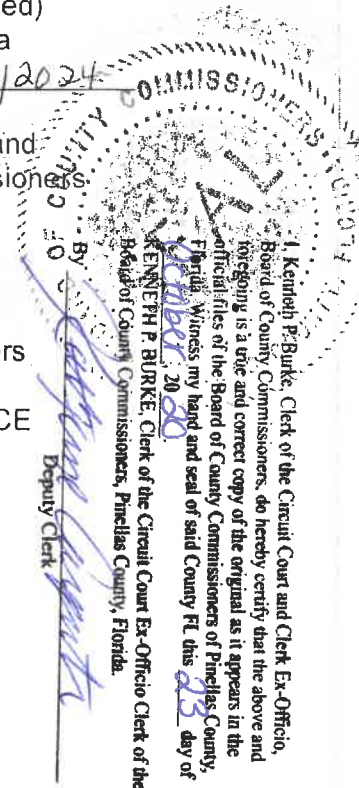
By: 
Deputy Clerk

By: 
Pat Gerard, Chairman
Board of County Commissioners



APPROVED AS TO FORM BY OFFICE
OF THE COUNTY ATTORNEY:


County Attorney


I, Kenneth P. Burke, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida. Witness my hand and seal of said County FL this 25 day of August, 2020.
KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.
Deputy Clerk

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is dated August 18, 2015, effective as provided in Section 5 of this Agreement, and entered into between Rosewood House II, Inc., Owner and Pinellas County, Florida, a political subdivision of the State of Florida acting through its Board of County Commissioners, the governing body thereof ("County").

R E C I T A L S:

- A. Sections 163.3220 - 163.3243, Florida Statutes, which set forth the Florida Local Government Development Agreement Act ("Act"), authorize the County to enter into binding development agreements with persons having a legal or equitable interest in real property located within the unincorporated area of the County.
- B. Under Section 163.3223 of the Act, the County has adopted Chapter 134, Article VII of Part III, the Pinellas County Land Development Code ("Code"), establishing procedures and requirements to consider and enter into development agreements.
- C. Owner is the owner of a parcel of real property, located on Keystone Road, on Exhibit "A" as parcel identification number 10-27-16-00000-430-0100 hereinafter the "Property".
- D. Owner desires to develop and use of the Property for an Assisted Living Facility as more particularly described herein.
- E. The Property currently has a land use designation of Residential Rural and is zoned Agricultural Estate - Wellhead Protection Overlay.
- F. Owner has requested that the County change the zoning category to Institutional Limited - Wellhead Protection Overlay and Preservation/Conservation - Wellhead Protection Overlay and change the Land Use category to Institutional and Preservation, and is seeking a variance to allow one parking space per three beds where one parking space per bed is required.
- G. The County cannot justify the requested action absent the restrictions contained in this Agreement and in the deed restriction required in Section 6.1.4.
- H. The County and Owner have determined that it would be mutually beneficial to enter into a development agreement governing the matters set forth herein and have negotiated this Agreement in accordance with the Code and the Act.
- I. The County has found that the terms of this Agreement are consistent with the Pinellas County Comprehensive Plan and the Code.

STATEMENT OF AGREEMENT

In consideration of and in reliance upon the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound and in accordance with the Act, agree as follows:

Section 1. Recitals. The above recitals are true and correct and are a part of this Agreement.

Section 2. Incorporation of the Act. This Agreement is entered into in compliance with and under the authority of the Code and the Act, the terms of which as of the date of this Agreement are incorporated herein by this reference and made a part of this Agreement. Words used in this Agreement without definition that are defined in the Act shall have the same meaning in this Agreement as in the Act

Section 3. Property Subject to this Agreement. The Property is subject to this Agreement.

Section 4. Ownership. The Property is owned in fee simple by Owner.

Section 5. Effective Date/Duration of this Agreement.

5.1 This Agreement shall become effective as provided for by the Act and shall be contingent upon obtaining final approval, and effectiveness of the land use designation of Institutional and zoning of Institutional Limited.

5.2 This Agreement shall continue in effect until terminated as defined herein but for a period not to exceed five (5) years.

Section 6. Obligations under this Agreement.

6.1 Obligations of the Owner.

6.1.1. Binding Obligations. The obligations under this Agreement shall be binding on Owner, its successors or assigns.

6.1.2. Development Review Process. At the time of development of the Property, Owner will submit such applications and documentation as are required by law and shall comply with the County's Code applicable at the time of the effective date of this Agreement.

6.1.3. Development Restrictions. The following restrictions shall apply to development of the Property.

6.1.3.1. The use is limited to an Assisted Living Facility.

- 6.1.3.2. There shall be no mental health facility or drug rehabilitation facility.
- 6.1.3.3. The maximum use or density of the property will be 80 beds.
- 6.1.3.4 The maximum height will be 35' and at one story only.
- 6.1.3.5 The property will be developed substantially in conformance with the Concept Plan, as determined by the County Administrator, or his designee, and as attached as Exhibit "B".

6.1.4. Recording of Deed Restriction. Prior to the approval of a site plan or issuance of a development permit for the Property, Owner shall record a deed restriction encumbering the Property in the official records of Pinellas County, Florida and deliver a copy of such recorded deed restriction to the Director of the Pinellas County Planning Department or his designee. The deed restriction shall be approved as to form by the County Attorney (which approval shall not be unreasonably withheld) and shall generally describe the development limitations of this Agreement. The deed restriction shall be perpetual and may be amended or terminated only with the consent of the County, which consent shall not be unreasonably withheld.

6.2. Obligations of the County.

6.2.1. Concurrent with the approval of this Agreement, the Board amends the land use and zoning designation for the Property, and grants the variance, as set forth in Recital F above.

6.2.2. County will process preliminary and final site plan applications for the Property that are consistent with this Agreement, and that meet the requirements of the Code at the time of the effective date of this Agreement.

6.2.3. The final effectiveness of the amendments referenced in Section 6.2.1 is subject to:

6.2.3.1. The provisions of Chapter 125 and 163, Florida Statutes, as they may govern such amendments; and

6.2.3.2. The expiration of any appeal periods or, if an appeal is filed, at the conclusion of such appeal.

Section 7. Public Facilities to Service Development. The following public facilities are presently available to the Property from the sources indicated below. Development of the Property will be governed by and must satisfy the

concurrency ordinance provisions applicable at the time of the effective date of this Agreement.

- 7.1 Potable water from the Pinellas County.
- 7.2 Sewer service from Pinellas County.
- 7.3 Fire protection from Pinellas County.
- 7.4 Drainage facilities for the parcel will be provided by Owner.

Section 8. Required Local Government Permits. The required local government development permits for development of the Property include, without limitation, the following:

- 8.1. Site plan approval(s) and associated utility licenses and right-of-way utilization permits;
- 8.2. Construction plan approval(s);
- 8.3. Building permit(s); and
- 8.4. Certificate(s) of occupancy.

Consistency. The County finds that development of the Property consistent with the terms of this Agreement is consistent with the Pinellas County Comprehensive Plan.

Section 9. Termination.

9.1 In the event of termination pursuant to Section 10.2 or failure to commence the development of the subject property within the duration of the Agreement as defined in Section 5 above, the Property shall return to its current land use and zoning designations. Owner agrees to cooperate and not contest any administrative procedures necessary to implement restoration of the land use and zoning designations. This obligation survives the termination of the Agreement for the time necessary to accomplish the re-designations.

9.2 If Owner's obligations set forth in this Agreement are not followed in a timely manner, as determined by the County Administrator, after notice to Owner and an opportunity to be heard, existing permits shall be administratively suspended and issuance of new permits suspended until Owner has fulfilled its obligations. Failure to timely fulfill its obligations may serve as a basis for termination of this Agreement by the County, at the discretion of the County and after notice to Owner and an opportunity for Owner to be heard.

Section 10. Other Terms and Conditions. Except in the case of termination, until five (5) years after the effective date of this Agreement, the Property shall not be subject to subsequently adopted laws and policies unless the County has held a public hearing and determined:

10.1 They are not in conflict with the laws and policies governing the Development Agreement and do not prevent development of the land uses, intensities, or densities in this Agreement;

10.2 They are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement;

10.3 They are specifically anticipated and provided for in this Agreement;

10.4 The County demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

10.5 This Agreement is based on substantially inaccurate information provided by Owner.

Section 11. Compliance with Law. The failure of this Agreement to address any particular permit, condition, term or restriction shall not relieve Owner from the necessity of complying with the law governing such permitting requirements, conditions, terms or restrictions.

Section 12. Notices. Notices and communications required or desired to be given under this Agreement shall be given to the parties by hand delivery, by nationally recognized overnight courier service such as Federal Express, or by certified mail, return receipt requested, addressed as follows (copies as provided below shall be required for proper notice to be given):

If to Owner: Rosewood House II,
 Inc. Eric Moore,
 V.P.,
 1925 Cardamon Dr.
 Trinity, FL 34655

With copy to:

If to County: Pinellas County Board of County Commissioners
 c/o County Administrator
 315 Court St.
 Clearwater, FL 33756

With copy to:

David S. Sadowsky, Esquire
Senior Assistant County Attorney
Pinellas County Attorneys Office
315 Court Street
Clearwater, Florida 33756

Properly addressed, postage prepaid, notices or communications shall be deemed delivered and received on the day of hand delivery, the next business day after deposit with an overnight courier service for next day delivery, or on the third (3rd) day following deposit in the United States mail, certified mail, return receipt requested. The parties may change the addresses set forth above (including the addition of a mortgagee to receive copies of all notices), by notice in accordance with this Section.

Section 13. Right to Cure. Owner will not be deemed to have failed to comply with the terms of this Agreement until Owner shall have received notice from the County of the alleged non-compliance and until the expiration of a reasonable period after receipt of such notice to cure such non-compliance. Whether the time period has been reasonable shall be based on the nature of the non-compliance and shall be determined in the sole judgment of the County Administrator, reasonably exercised.

Section 14. Minor Non-Compliance. Owner will not be deemed to have failed to comply with the terms of this Agreement in the event such non-compliance, in the judgment of the County Administrator, reasonably exercised, as a minor or inconsequential nature.

Section 15. Covenant of Cooperation. The parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement and in achieving the completion of development of the Property.

Section 16. Approvals. Whenever an approval or consent is required under or contemplated by this Agreement, such approval or consent shall not be unreasonably withheld, delayed or conditioned. All such approvals and consents shall be requested and granted in writing.

Section 17. Completion of Agreement. Upon the completion of performance of this Agreement or its revocation or termination, the Owner or his successor in interest shall record a statement in the official records of Pinellas County, Florida, signed by the parties hereto, evidencing such completion, revocation or termination, and shall forthwith deliver a copy of this document to the Director of the County Building and Development Review Services Department or his designee.

Section 18. Entire Agreement. This Agreement (including any and all Exhibits attached hereto, all of which are a part of this Agreement to the same extent as if such Exhibits were set forth in full in the body of this Agreement), constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof.

Section 19. Construction. The titles, captions and section numbers in this Agreement are inserted for convenient reference only and do not define or limit the scope or intent and should

not be used in the interpretation of any section, subsection or provision of this Agreement. Whenever the context requires or permits, the singular shall include the plural, and plural shall include the singular and any reference in this Agreement to Owner includes Owner's successors or assigns. This Agreement was the production of negotiations between representatives for the County and Owner and the language of the Agreement should be given its plain and ordinary meaning and should not be construed against any party hereto. If any term or provision of this Agreement is susceptible to more than one interpretation, one or more of which render it valid and enforceable, and one or more of which would render it invalid or unenforceable, such term or provision shall be construed in a manner that would render it valid and enforceable.

Section 20. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall with the remainder of this Agreement continue unmodified and in full force and effect. Notwithstanding the foregoing, if such responsibilities of any party thereto to the extent that the purpose of this Agreement or the benefits sought to be received hereunder are frustrated, such party shall have the right to terminate this Agreement upon fifteen (15) days notice to the other parties.

Section 21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflict of laws principles of such state.

Section 22. Counterparts. This Agreement may be executed in counterparts, all of which together shall continue one and the same instrument.

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

End of Substantive Provisions, Signature Page to follow

WITNESSES:

Printed Name:

Kristin M Howard

Printed Name:

Jennifer L. Roberts

OWNERS

Eric Moore, V.P., Rosewood House II,
Inc.

By:

Eric Moore

Cheryl Moore, Pres., Rosewood House
II, Inc.

Cheryl Moore

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 20 day of August,
2015, by Eric Moore, Cheryl Moore who is personally known to me or who produced FL Driver's
License as identification.



Notary Public

Kristin M Howard

Print Notary Name

My Commission Expires: 3/22/2017

ATTEST:

KEN BURKE, CLERK

Deputy Clerk

APPROVED AS TO FORM:

County Attorney

PINELLAS COUNTY, FLORIDA

By:

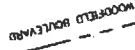
John Morone
Chairman
Board of County Commissioners

EXHIBIT "A"
PROPERTY

PART OF SE 1/4 OF SEC 10-27-16 DESC FROM SW COR OF SE 1/4 OF SD SEC TH
S89D25'11.9"E 632.10FT FOR POB TH N01D01'01.2"W 611.41FT TO S'LY R/W OF SR 582
TH S64D10'11"E 264.21 FT TH CUR LT RAD 2914.79FT ARC 221.42FT CB S66D20'45.4"E
221.37FT TH S01D46'27.7"W 411.80FT TO S SEC LINE TH N89D25'11"W 417FT TO POB
CONT 5AC

Front

SCALE. 1" = 8'



KEYSTONE ROAD
CONCEPT 'E'

PLANNING, ENGINEERING, CONSTRUCTION ADMINISTRATION
7038 LITTLE ROAD, NEW ORL: RICHY, FLORIDA 34664
727-849-8010, FOR 727-848-8020
241 0003872



I, KENNETH P. BURKE, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida. Witness my hand and seal of said County FL this 24 day of August A.D. 20 18

KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners Pinellas County, Florida

By James H. Ballew
Deputy Clerk