

This instrument was prepared by:  
Cody J. Ward, Esq.  
Pinellas County Attorney's Office  
315 Court Street  
Clearwater, FL 33756

### TERMINATION OF AGREEMENT

This Agreement for Termination (this "Agreement") is made and entered into this 27 day of February, 2025, by and between Pinellas County, a political subdivision of the State of Florida (the "County") and Sunshine Properties, LLP (the "Owner") (collectively, the "Parties").

### WITNESSETH:

WHEREAS, the County and the Owner entered into a certain Interlocal Funding Agreement (the "Funding Agreement") on May 23, 2023 which was recorded in Official Records Book #22468 at Page #919, of the Public Records of Pinellas County, Florida; and

WHEREAS, pursuant to the Funding Agreement, the County agreed to provide the Owner with a one-time economic development grant of \$405,275.00 to be paid out through three equal payments for assistance in the construction of two new industrial buildings totaling 11,755 net new square feet; and

WHEREAS, the County and the Owner desire hereby to terminate that certain Funding Agreement;

NOW THEREFORE, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if set forth at length.
2. The Parties agree to mutually terminate the Funding Agreement effective February 5, 2025.


3. This Agreement evidencing the termination of the Funding Agreement is being entered into at the request of the Owner.
4. The Owner has repaid the County a full repayment of \$135,090.00 that they had received under the three payment Funding Agreement.
5. The Parties both agree that in consideration of entering into this mutual termination agreement, to the extent permitted by applicable law, no party to this Agreement shall assert, and each Party hereby waives, any claim against any other party hereto, on any theory of liability, or for special, indirect, consequential or punitive damages arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby.
6. Each Party represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legal binding obligation of the Party, enforceable in accordance with its terms.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.


**COUNTY:**

By:   
Barry A. Burton  
Title: County Administrator

**APPROVED AS TO FORM**  
By:   
Office of the County Attorney

Dated: February 27, 2025

**OWNER:**

By:   
Edward Kelly  
Title:  
Dated: 2/5/25