

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 2012337990 11/20/2012 at 12:10 PM  
OFF REC BK: 17790 PG: 1120-1122  
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## FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("First Amendment") is dated October 16, 2012, and entered into by and between FEATHER SOUND GOLF, LLC, a Florida limited liability company ("Owner") and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida, acting through its Board of County Commissioner, the governing body ("County")

### RECITALS:

- A. On February 26, 2008, the predecessor in interest to Owner and the County entered into a Development Agreement, recorded in Book 16164, Pages 1294-1316 of the Public Records of Pinellas County, Florida, concerning the real property more particularly described in Exhibit "B" 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. On August 9, 2011, Owner was assigned the title to the Property and the development rights from the Development Agreement.
- D. Owner has requested a five (5) year extension of the term of the Development Agreement.

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- E. Section 163.3237, Florida Statutes, within the Florida Local Government Development Act as codified in Sections 163.3220-163.3243, Florida Statutes ("Act"), authorizes the amendment of a development agreement by mutual consent of the parties to the agreement or by their successors in interest.
- F. 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, 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 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. Notice. The Owner information in Section 13 of the Development Agreement is amended to read as follows:

If to OWNER:           Michael L. Miraglia  
                                  Feather Sound Golf, LLC  
                                  10688 Crestwood Drive, Suite D  
                                  Manassas, VA 20109

With copy to:           Thomas Little, Esquire  
                                  Foley & Lardner LLP  
                                  100 North Tampa St., Suite 2700  
                                  Tampa, FL 33602-5810

[End of Substantive Provisions, Signature Page to Follow]

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

WITNESSES:

OWNER:

FEATHER SOUND GOLF, LLC  
a Florida limited liability company

[Signature]  
Printed Name Cynthia Sanchez

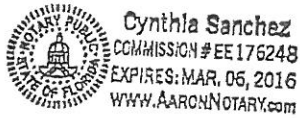
[Signature]  
Michael L. Miraglia, Vice President

[Signature]  
Printed Name: JUAN SEVERA

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 7 day of 9, 2012, by Michael L. Miraglia, as Vice-President of Feather Sound Golf, LLC, a Florida limited liability company, on behalf of the company. He  is personally known to me or  has produced Florida Drivers License as identification.



[Signature]  
Notary Public

Cynthia Sanchez  
Print Notary Name  
My Commission Expires

ATTEST: KEN BURKE, CLERK

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

By [Signature]  
Deputy Clerk

By [Signature]  
John Morroni, Chairman



APPROVED AS TO FORM BY  
OFFICE OF THE COUNTY ATTORNEY

[Signature]