

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 Z&N Properties VI, LLC, a Florida limited liability company formerly known as Belcher Place, 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 Commissioners, the governing body ("**County**").

RECITALS:

- A. On June 25, 2015, Countryside Property Principals, LLC, a Florida limited liability company ("**Developer**") and the County entered into a Development Agreement, recorded in Book 18829, Pages 3 - 11 of the Public Records of Pinellas County, Florida, concerning the real property more particularly described in Exhibit A of the Development Agreement ("**Property**").
- B. Developer had a contract to purchase the Property at the time the Development Agreement was executed.
- C. Developer did not complete the purchase of the Property.
- D. The Development Agreement sets forth the conditions, limitations, and parameters for the development of the Property, including a term of five (5) years.
- E. Owner has requested a five (5)-year extension of the term of the Development Agreement.
- F. 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.
- G. Owner and County desire to amend the Development Agreement, as more particularly set forth herein below.

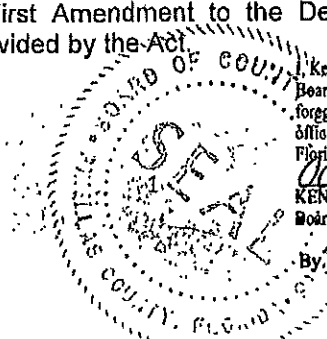
In consideration of and in reliance upon the promises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged in accordance with the Act, the parties agree as follows:

- 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.

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 23 day of October, 2020.

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

By: [Signature]
Deputy Clerk



- 4. Ownership. Section 4 of the Development Agreement is amended to read as follows:

SECTION 4. OWNERSHIP. The Property is owned in fee simple by Owner.

- 5. 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.

- 6. Obligations of Developer now apply to Owner. All conditions, limitations, and parameters for the development of the Property, shall now apply to the Owner instead of the Developer.

- 7. Notice. The Owner information in Section 13 of the Development Agreement is amended to read as follows:

If to Owner: Z&N Properties VI, LLC
 Attn: Edward A. Zbella
 2454 McMullen Booth Road, Suite 601
 Clearwater, FL 33759

[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:

Z&N Properties VI, LLC,
a Florida limited liability company

[Signature]
Printed Name: Kandy Henry

By: [Signature]
Name: Edward A. Zbella
Title: Manager

[Signature]
Printed Name: Deborah Martin

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26th day of February, 2020, by Edward A. Zbella, as Manager of Z&N Properties VI, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced as identification.

(NOTARY SEAL)



[Signature]
Notary Public Signature

Nancy K Stein
(Name typed, printed or stamped)

Notary Public – State of Florida

My Commission Expires: October 7, 2022

ATTEST: KEN BURKE, CLERK

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

By: [Signature]
Deputy Clerk

By: [Signature]
Pat Gerard, Chairman
Board of County Commissioners



APPROVED AS TO FORM BY OFFICE OF THE COUNTY ATTORNEY:

[Signature]
County Attorney

This instrument prepared by and
After recording returned to:
E. D. Armstrong III, Esq.
Hill Ward Henderson, P.A.
3700 Bank of America Plaza
101 E. Kennedy Blvd.
Tampa, FL 33602

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2015180432 06/25/2015 at 03:54 PM
OFF REC BK: 18829 PG: 3-11
DocType:AGM

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is dated the 25 day of June 2015, effective as provided in Section 5 of this Agreement, and entered into between Countryside Property Principals, LLC, a Florida limited liability company ("Developer"), and Pinellas County, Florida, a political subdivision of the State of Florida acting through its Board of County Commissioners, the governing body thereof ("County").

RECITALS:

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. Z&N Properties VI, LLC, a Florida limited liability company, formerly known as Belcher Place, LLC, a Florida limited liability company ("Owner") owns approximately 2.12 acres of real property ("Property") M.O.L. located between Belcher, Perth and Sidney Roadways, in the unincorporated area of the County, more particularly described on Exhibit "A" attached hereto.

D. Pressman & Associates, Inc., predecessor in title to Owner, entered into that certain Development Agreement dated March 20, 2006 and recorded in the Public Records of Pinellas County at Official Records Book 1505, page 1595 on March 23, 2006 ("Original Development Agreement"). Developer has a contract to purchase the Property from the Owner contingent on the approval of this Agreement.

E. In conjunction with and in consideration for the approval of the Original Development Agreement, the County effectuated a land use plan amendment on the Property to its existing land use designation of ROG and zoning designation of P-1.

F. Developer proposes to develop the Property consistent with the Original Development Agreement and this Agreement.

G. The County and Developer have determined that it would be mutually beneficial to enter into this Agreement governing the matters set forth herein and have negotiated this Agreement in accordance with the Code and the Act.

H. The County has found that the terms of this Agreement, and future development orders associated with 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 as 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; Developer is the equitable owner of the Property by virtue of its contract to purchase. The obligations of the parties herein are contingent upon the conveyance of title to the Developer or its designees.

SECTION 5. EFFECTIVE DATE/DURATION OF THIS AGREEMENT.

5.1 This Agreement shall become effective as provided for by the Act.

5.2 This Agreement shall continue in effect until terminated as defined herein but for a period not to exceed five (5) years. Once the development entitlements available to the Property are utilized for the development proposed in Section 6.1.3 below, the obligations of Developer shall be irrevocable except by mutual agreement of all parties.

SECTION 6. OBLIGATIONS UNDER THIS AGREEMENT.

6.1 Obligations of Developer

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

6.1.2. Development Review Process. It is understood by the Developer that the County's approval of this Agreement does not constitute site plan or permit approval of the development set forth on the Concept Plan. At the time of development of the Property, Developer will submit such applications and documentation as are required by law and shall comply with the Code applicable at the time of development review.

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

- 6.1.3.1 There will be no vehicle access to the rear of the site onto Sidney Avenue or onto Perth Street. All vehicular access points will be from Belcher Road.
- 6.1.3.2 The Sidney Street sidewalk will be located to allow for a minimum 10 ft. landscape buffer to the west of the sidewalk. There will be oak trees placed every 25 ft. at a minimum 7 ft. high at the time of planting within the landscape buffer.
- 6.1.3.3 There will be a 50' building setback from Sidney Street for buildings and structures. This will not include fencing, walls, landscaping or other similar type structures commonly found along a property line serving as a buffer, of which the type would be chosen and directed by the Sidney Avenue residents.
- 6.1.3.4 There will be no schools (public or private), day care uses, funeral homes, churches or bed and breakfast uses permitted.
- 6.1.3.5 The maximum height of any structure is two (2) stories.
- 6.1.3.6 There will be no dumpsters located along Sidney Street.
- 6.1.3.7 Windows that face onto Sidney Street must be opaque.

6.1.4. Recording of Deed Process. Prior to the approval of a site plan or issuance of a development permit for the Property, Developer shall cause a deed restriction to be recorded in the official records of Pinellas County, Florida encumbering the Property and deliver a copy of such recorded deed restriction to the Director of the 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.

6.1.5 Vacation of Utility Easements. Prior to final approval of a site plan, Developer shall cause the utility easement located to the rear of each lot to be vacated or modified to allow for the proposed development.

6.2 Obligations of the County. County will approve preliminary and final site plans for the Property that are substantially consistent with the provisions of section 6.1.3, the Comprehensive Plan and that meet the requirements of the Code.

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 the concurrency ordinance provisions applicable at the time of development approval. With respect to transportation, the concurrency provisions for the proposed development have been met.

- 7.1 Potable water from Pinellas County.
- 7.2 Sewer service from City of Clearwater.
- 7.3 Fire protection from the City of Clearwater.
- 7.4 Drainage facilities for the parcel will be provided by Developer.
- 7.5 Emergency Medical Services (EMS) from Pinellas County.

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.

SECTION 9. 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 10. TERMINATION.

10.1 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 County may initiate a land use plan amendment to Residential Low and change in zoning designation to RM-15 and RPD-7 as specified on the official zoning map of the County at the time of adoption of the Original Development Agreement. Developer agrees to cooperate and not contest any administrative procedures necessary to implement restoration of the land use and zoning designations as was contemplated by the parties to the Original Development Agreement. This obligation survives the termination of the Agreement for the time necessary to accomplish the redesignations.

10.2 If Developer's obligations set forth in this Agreement are not followed in a timely manner, as determined by the County Administrator, after notice to Developer and an opportunity to be heard, existing permits shall be administratively suspended and issuance of new permits suspended until Developer 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 Developer and an opportunity for Developer to be heard.

SECTION 11. OTHER TERMS AND CONDITIONS.

11.1 Except in the case of termination, until five (5) years after the date of this Agreement, the Property shall not be subject to downzoning, unit density reduction or intensity reduction, unless the local government has held a public hearing and determined:

11.1.1 That substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

11.1.2 This Agreement is based on substantially inaccurate information provided by Developer; or

11.1.3 That the change is essential to the public health, safety or welfare.

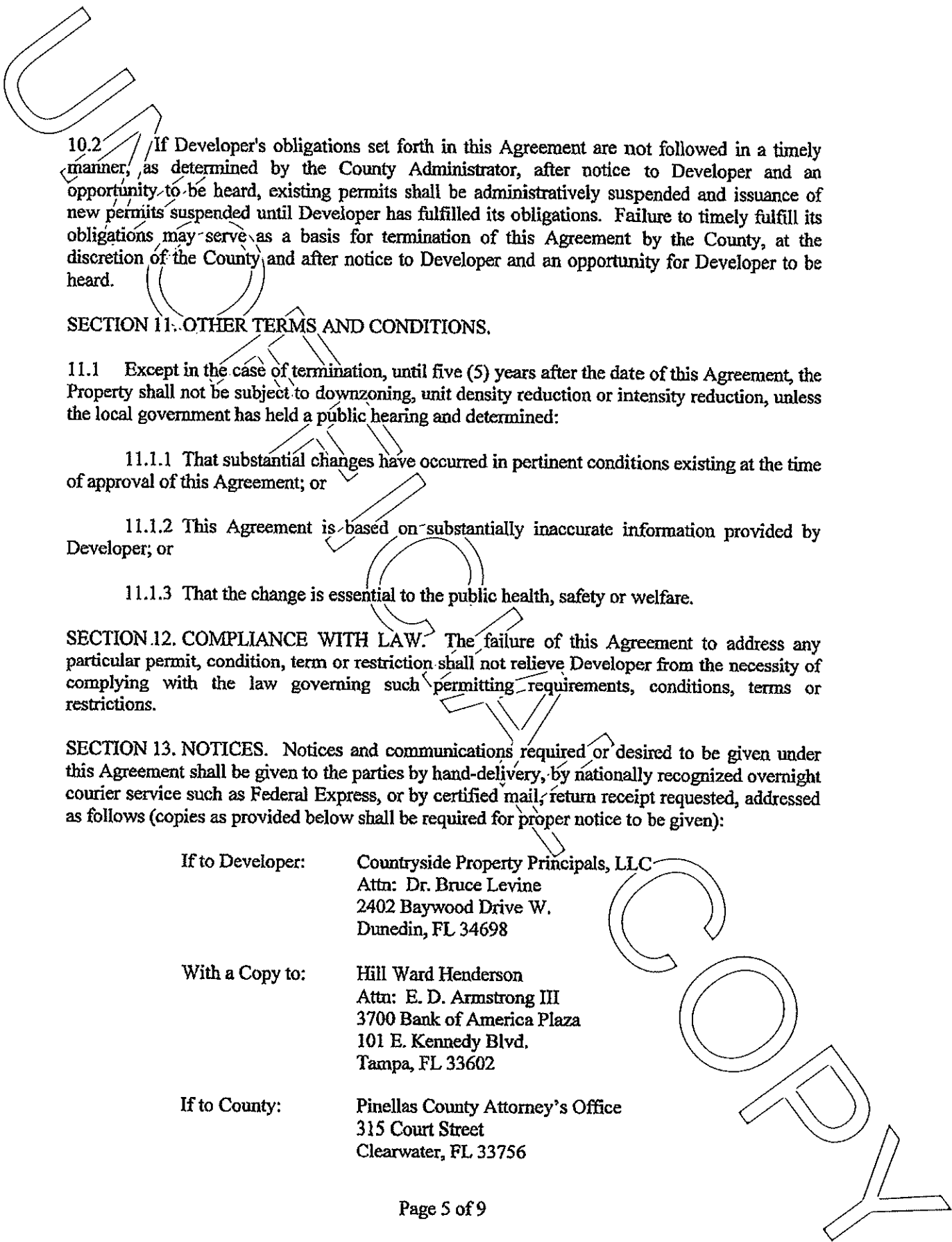
SECTION 12. COMPLIANCE WITH LAW. The failure of this Agreement to address any particular permit, condition, term or restriction shall not relieve Developer from the necessity of complying with the law governing such permitting requirements, conditions, terms or restrictions.

SECTION 13. 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 Developer: Countryside Property Principals, LLC
 Attn: Dr. Bruce Levine
 2402 Baywood Drive W.
 Dunedin, FL 34698

With a Copy to: Hill Ward Henderson
 Attn: E. D. Armstrong III
 3700 Bank of America Plaza
 101 E. Kennedy Blvd.
 Tampa, FL 33602

If to County: Pinellas County Attorney's Office
 315 Court Street
 Clearwater, FL 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 14. RIGHT TO CURE. Developer will not be deemed to have failed to comply with the terms of this Agreement until Developer 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 15. MINOR NON-COMPLIANCE. Developer 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 16. 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 17. 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 18. COMPLETION OF AGREEMENT. Upon the completion of performance of this Agreement or its revocation or termination, a statement evidencing such completion, revocation or termination shall be signed by the parties hereto and recorded in the official records of the County.

SECTION 19. 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 20. 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 the plural shall include the singular, and any reference in this Agreement to Developer includes Developer's successors or assigns. This Agreement was the production of negotiations between representatives for the County and Developer 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 21. 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 22. 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 23. COUNTERPARTS. This Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument.

(End of Substantive Provisions; Signature Page follows)

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

WITNESSES:

[Signature]
Print Name: Donna Ricci

[Signature]
Print Name: Carrie J. DePerry

STATE OF FLORIDA)
COUNTY OF PINELLAS)

DEVELOPER:

Countryside Property Principals, a Florida limited liability company

By: [Signature]
Print Name: Bruce Levine
Title: Manager

The foregoing instrument was acknowledged before me this 27th day of April, 2015, by Bruce Levine, as Manager of Countryside Property Principals, LLC, a Florida limited liability company, who is personally known to me or produced as identification.



Sandra J. Workman
COMMISSION # FF185492
EXPIRES: December 28, 2018
WWW.AARONOTARY.COM

[Signature]
NOTARY PUBLIC

Typed, printed or stamped name:

My Commission Expires: 12 28 2018

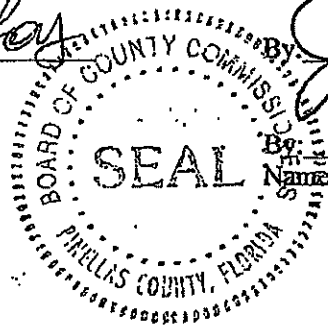
COUNTY:

Ken Burke, Clerk of the Circuit Court

By: [Signature]
Deputy Clerk

Pinellas County Board of County Commissioners

By: [Signature]
John Morrone, Chairman



Name and Title: _____

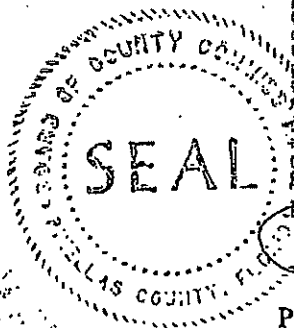
PROY

EXHIBIT A

Legal Description of Property

The South 35 feet of Lot 8 and all of Lots 9, 10, 11, 12, 13, 14, 15, 16, 23, 24, 25, 26, 27, 28 and the South 35 feet of Lot 29, of SUN GLO PARK, according to the map or plat thereof recorded in Plat Book 54, Page 64, of the public records of Pinellas County, Florida.

UNOFFICIAL COPY



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 15 day of June A.D. 20 15

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

By Jane Bittel
Deputy Clerk