

Prepared by and Return to:  
Brian J. Aungst, Jr., Esq.  
Macfarlane Ferguson & McMullen, P.A.  
P. O. Box 1669  
Clearwater, Florida 33756  
Telephone: 727-441-8966

### **THIRD AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT ("THIRD AMENDMENT") is dated \_\_\_\_\_, 201\_\_, and entered into by and between GIB PROPERTIES, 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 thereof (the "COUNTY").

#### **Recitals**

A. On January 17, 2008, OWNER and the COUNTY entered into that certain Development Agreement, recorded in O.R. Book 16124, Page 1090, in the Public Records of Pinellas County, Florida, as amended by that certain First Amendment to Development Agreement dated October 20, 2009, recorded in O.R. Book 16735, Page 217, in the Public Records of Pinellas County, Florida, as amended by that certain Second Amendment to Development Agreement dated February 29, 2012, recorded in O.R. Book 17503, Page 1916, in the Public Records of Pinellas County, Florida (collectively, the "DEVELOPMENT AGREEMENT") concerning the real property more particularly described in Exhibit "A" attached hereto and incorporated herein ("PROPERTY").

B. The DEVELOPMENT AGREEMENT sets forth the conditions and limitations, and development parameters for the development of the PROPERTY.

C. OWNER has requested a revision of the development restrictions set forth in the Development Agreement, as more particularly described here in below.

D. OWNER and COUNTY desire to amend the Development Agreement as more particularly set forth herein below.

E. The COUNTY has found that the terms of this THIRD AMENDMENT are consistent with the Pinellas County Comprehensive Plan and the CODE.

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, the parties hereto intending to be legally bound and in accordance with the Act, agree as follows:

1. Recitals. The above recitals are true and correct and are a part of this THIRD AMENDMENT.

2. Ratification and Reaffirmation of 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 this THIRD AMENDMENT.

3. Effective Date. This THIRD AMENDMENT to DEVELOPMENT AGREEMENT shall become effective as provided for by the Act.

4. Duration of Development Agreement. The DEVELOPMENT AGREEMENT, as modified by this THIRD AMENDMENT, shall be extended and continue in effect until terminated as defined in the DEVELOPMENT AGREEMENT, but for a period not to exceed five (5) years from the Effective Date of this THIRD AMENDMENT.

5. Development Restrictions. Section 6.1.3 of the DEVELOPMENT AGREEMENT shall be deleted and replaced in its entirety as follows:

6.1.3. Development Restriction. The following restrictions shall apply to development of the PROPERTY:

6.1.3.1 No structure related to the assisted living facility shall exceed sixteen (16) feet or one (1) story in height.

6.1.3.2 The assisted living facility located on the PROPERTY shall only accept elderly residents and shall not accept residents with drug or alcohol dependency.

6.1.3.3 The assisted living facility located on the PROPERTY shall neither operate as a mental health facility nor accept residents with severe mental illness.

6.1.3.4 The assisted living facility on the PROPERTY shall not make use of any commercial or delivery vehicles onto or through DeLong Way.

6.1.3.5 A maximum of 58 beds shall be permitted on the PROPERTY.

6.1.3.6 Recording of Deed Process. Prior to the addition of any additional beds on the PROPERTY, OWNER shall record a deed restriction encumbering the PROPERTY, which deed restriction shall be approved as to form by the County Attorney (which approval shall not be unreasonably withheld) and which will generally describe the development limitations of the AGREEMENT. The deed restrictions shall be perpetual and may be amended or terminated only with the consent of the COUNTY, which consent shall not be reasonably withheld.

6. Section 6.2.4 of the DEVELOPMENT AGREEMENT is hereby deleted.

7. Notice. For purposes of notice, all correspondence directed to OWNER shall be delivered to OWNER at:

GIB Properties, LLC Attn: Christine Gibree  
1114 181  
Street SW  
Largo, FL 33770

With a copy to: Macfarlane Ferguson & McMullen, P.A.  
ATTN: Brian J. Aungst, Jr., Esq.  
625 Court Street, Suite 200  
Clearwater, FL 33756

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

WITNESSES:

OWNER:

GIB PROPERTIES, LLC,  
A Florida limited liability company

Evan Friday  
Printed Name: Evan Friday  
Kevin J. Burke  
Printed Name: Kevin Burke

By: Christine Gibree  
Christine Gibree, Manager

K  
STATE OF FLORIDA        )  
COUNTY OF PINELLAS    )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of January, 2016, by Christine Gibree, Manager of GIB Properties, LLC, a Florida limited liability company, on behalf of the company. She  is personally known to me or          has produced          as identification.



Kris Sherwood  
Notary Public  
Kris Sherwood  
Print Notary Name  
My Commission Expires:

KEN BURKE  
Clerk of the Circuit Court

PINELLAS COUNTY, FLORIDA by and  
through its Board of County

Commissioners

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

(OFFICIAL SEAL)

By: \_\_\_\_\_  
Charles R. Justice, Chairman

APPROVED AS TO FORM BY  
OFFICE OF THE COUNTY ATTORNEY

By:  \_\_\_\_\_  
Assistant County Attorney