

**AMENDMENT TO OPTION CONTRACT  
FOR SALE AND PURCHASE**

THIS AMENDMENT is made and entered into this 6th day of September 2023, between PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, FL 33756 ("Buyer"); and the BLANCHE K. "PIP" WHITESELL REVOCABLE TRUST AGREEMENT, whose address is 12190 119<sup>th</sup> Street, Largo, FL 33778 ("Seller").

WHEREAS, Seller and Buyer entered into that certain Option Contract for Sale and Purchase dated March 31, 1998 (the "Option Contract") for the sale and purchase of that certain property as depicted in Exhibit "A", attached hereto and fully incorporated herein ( the "Property"); and

WHEREAS, Seller and Buyer entered into an Amendment to the Option Contract dated June 8, 2023 (the "First Amendment") to extend the deadline for the County exercise its purchase option of the Property; " and

WHEREAS, that certain First Amendment to the Option Contract for Sale and Purchase specifies the exercise of the Buyers' Option in Section 3, Paragraph 2 as follows:

"Within nine (9) months after notice of the death of the latter of Nelson A. Whitesell or Blanch K. Whitesell, or within nine (9) months after earlier notice from Sellers, Buyer agrees to exercise its option, if at all, to close within fifteen (15) months of said Sellers' notice on the terms set forth in this Option Contract, subject to availability of funding and approval of the Pinellas County Board of County Commissioners. If funding is not available to a future Board at the time for exercising such option, the County shall notify Seller of this fact and this Option Contract shall terminate."

NOW THEREFORE, Buyer and Seller hereby agree to revise that certain First Amendment to the Option Contract as follows:

1. Section 3, Paragraph 2 is hereby deleted in its entirety and will be replaced with the following language:

**“Within fifteen (15) months after notice of the death of the latter of Nelson A. Whitesell or Blanch K. Whitesell, or within fifteen (15) months after earlier notice from Sellers, Buyer agrees to exercise its option, if at all, to close within twenty one (21) months of said Sellers’ notice on the terms set forth in this Option Contract, subject to availability of funding and approval of the Pinellas County Board of County Commissioners. If funding is not available to a future Board at the time for exercising such option, the County shall notify Seller of this fact and this Option Contract shall terminate.”**

- 2. All other terms, conditions, and provisions of the Contract are hereby ratified and incorporated herein by reference except as otherwise amended herein.**

**REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**

IN WITNESS WHEREOF, the Parties have fully executed this Contract the day and year first above written.

SIGNED AND DELIVERED  
IN THE PRESENCE OF:

Executed by SELLER on: 8-17-2023

WITNESSES:

[Signature]  
Print Name: Nikki Sclafani

[Signature]  
Print Name: Kelsey Reeves

Seller: [Signature]  
Print Name: Susan G Sclafani

Title: Co Trustee for the Blanche K. Pip  
Whitwell Trust agreement dated  
5/12/21

Seller: N/A

Print Name: N/A

Title: N/A

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 2023,  
(numeric date) (month) (year)

by Susan Sclafani as Co Trustee for Blanche K. Pip Whitwell  
(name of person) (type of authority) (name of party)

(SEAL)



Terri Hayes  
Notary Public  
State of Florida  
Comm# H4129432  
Expires 5/12/2025

[Signature]  
Signature of Notary Public - State of Florida

Terri Hayes  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known      OR Produced Identification Y

Type of Identification Produced: DL FL S45799619630

IN WITNESS WHEREOF, the Parties have fully executed this Contract the day and year first above written.

SIGNED AND DELIVERED  
IN THE PRESENCE OF:

Executed by SELLER on: 8/21/23

WITNESSES:

Keila Garcia  
Print Name: Keila Garcia

Seller: N/A

Print Name: N/A

Victoria Santiago  
Print Name: Victoria Santiago

Title: N/A

Seller: Dee Robinson

Print Name: Dee Robinson  
Co-Trustee for the Blanche K. "Pip"  
Whitesell Trust Agreement dated  
Title: 5-12-21

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August, 2023,  
(numeric date) (month) (year)  
by Dee Robinson as Co-Trustee for Blanche K. "Pip" Whitesell  
(name of person) (type of authority) (name of party)  
Trust Agreement dated 5-12-21

(SEAL)



KEILA GARCIA  
Notary Public  
State of Florida  
Comm# HH931152  
Expires 11/13/2026

Keila Garcia  
Signature of Notary Public - State of Florida

Keila Garcia  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification

Type of Identification Produced: FL DL

Executed by BUYER on: September 6, 2023

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

COUNTY:  
PINELLAS COUNTY, FLORIDA, a  
political subdivision of the State of Florida.

WITNESSES:

[Signature]

Services  
Print Name: Kit Lindsay

[Signature]

Print Name: Joan C. Wilke

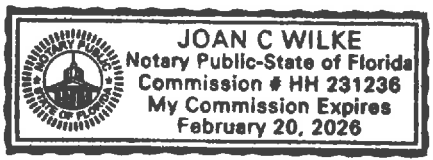
By: [Signature]  
Joe Lauro, Director, Administrative

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 6th day of September, 2023.  
(numeric date) (month) (year)

by Joe Lauro as Admin. Director for Pinellas County.  
(name of person) (type of authority) (name of party)

(SEAL)



[Signature]  
Signature of Notary Public - State of Florida  
[Signature]  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known  OR Produced Identification

Type of Identification Produced: \_\_\_\_\_

APPROVED AS TO FORM  
By: Maria C. White, Esq.  
Office of the County Attorney