

This instrument was prepared by  
and should be returned to:  
S. Katherine Frazier, Esq., of  
Hill, Ward & Henderson, P.A.  
Bank of America Plaza, Suite 3700  
101 East Kennedy Boulevard  
Tampa, Florida 33602

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**TERMINATION AND RELEASE OF DEVELOPMENT AGREEMENT**

**THIS TERMINATION AND RELEASE OF DEVELOPMENT AGREEMENT** (“Termination”) is made and entered into as of the 23<sup>RD</sup> day of OCTOBER 2018, by and between **HUNTLEY PROPERTIES, LLC**, a Florida limited liability company, f/k/a Hardy Huntley Properties LLC, a Florida limited liability company, as successor in interest to Hardy H. Huntley, whose address is 7801 Park Blvd., Pinellas Park, Florida 33781, (“Owner”) and **PINELLAS COUNTY, FLORIDA**, a political subdivision of the State of Florida acting through its Board of County Commissioners, the governing body thereof (“County”), whose address is 315 Court St., Clearwater, Florida 33756.

**RECITALS**

**WHEREAS**, Owner, as successor in interest to Hardy H. Huntley, and County are parties to that certain Development Agreement recorded at Official Records Book 17244, Page 2490, Public Records of Pinellas County, Florida (“Development Agreement”);

**WHEREAS**, the subject property in the Development Agreement has been annexed into the City of Pinellas Park, Florida on April 26, 2018; and

**WHEREAS**, the parties desire to terminate the Development Agreement; and

**WHEREAS**, Pinellas County Code Section 134-300(a) and Section 163.3237, Florida Statutes state that a development agreement may be terminated by mutual consent of the parties to the agreement or by their successors in interest.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Termination.** Effective as of the date hereof, the County and the Owner hereby fully terminate, release and discharge the Development Agreement and other rights granted or created thereunder, and the Development Agreement and other rights granted or created thereunder shall hereafter be null and void and of no further force and effect.

2. **Counterparts.** This Termination may be executed in one or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Termination by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart thereof.

IN WITNESS WHEREOF, the parties have executed this Termination as of the day and year first written above.

Witnesses:

“OWNER”

Amy Coxen  
Print Name: Amy Coxen

Cynai Ramos  
Print Name: Cynai Ramos

HUNTLEY PROPERTIES, LLC, a Florida limited liability company, f/k/a Hardy Huntley Properties LLC, a Florida limited liability company, as successor in interest to Hardy H. Huntley

By: Dawn Huntley Mattox  
Dawn Huntley Mattox, Manager

STATE OF TEXAS

COUNTY OF Collin

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of June, 2018, by Dawn Huntley Mattox, as Manager of HUNTLEY PROPERTIES, LLC, a Florida limited liability company, f/k/a Hardy Huntley Properties LLC, a Florida limited liability company, as successor in interest to Hardy H. Huntley. She is (check one) [ ] is personally known to me or [] produced Texas Driver License as identification.

[NOTARY SEAL]

Ariel Babers

Notary Public  
Ariel Babers  
(Print or type name)

Commission No.: 130173079

My Commission Expires: 04-29-2019



ATTEST: KEN BURKE, CLERK

By: *Norman D. Loy*  
Deputy Clerk

APPROVED AS TO FORM:

*David J. Sullivan*  
Office of County Attorney

“COUNTY”

**PINELLAS COUNTY, FLORIDA**, a political subdivision of the State of Florida acting through its Board of County Commissioners, the governing body thereof

By: *Kenneth T. Welch*  
Kenneth T. Welch, Chairman

