

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (“Second Amendment”) is dated _____, 2018, and entered into by and between Premier Club Holdings, 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 February 26, 2008, TRISTAR-FS, LLC, a 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 original 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, Feather Sound Golf, LLC, was assigned the title to the Property and the development rights from the Development Agreement.
- D. On October 16, 2012, the Feather Sound Golf, LLC, requested and the County agreed to extend the term of the Development Agreement by five (5) years, as recorded in Book 17790, Pages 1120-1122, of the Public Records of Pinellas County, Florida.
- E. On March 17, 2014, Premier Club Holdings, LLC, obtained title to the property and has requested a second five (5) year extension of the term of the Development Agreement, as amended.
- F. Section 163.3237, Florida Statutes, within the Florida Local Government Development Act (“Act”), as codified in 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 amended, 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 Second Amendment.
2. Ratification and Reaffirmation of the Development Agreement. Except as specifically modeled herein, all terms and conditions of the Development Agreement, as amended, are hereby ratified and reaffirmed by the parties hereto. In addition, any defined term in the Development Agreement, as amended, shall have the same meaning in the Second Amendment.
3. Effective Date. The Second Amendment to the Development Agreement, as amended, shall become effective as provided by the Act.
4. Term of Development Agreement. Section 5.2 of the Development Agreement, as amended, 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 fifteen (15) years.
5. Notice. The Owner information in Section 13 of the Development Agreement, as amended, is amended to read as follows:

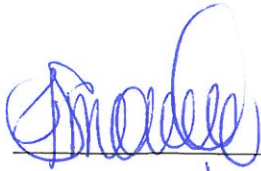
If to OWNER:

Shane B. Crawford
13600 Icot Blvd., Bldg A
Clearwater, FL 33760

[End of Substantive Provisions, Signature Page to Follow]

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

WITNESSES:



Printed Name: Jessica Simonelli



Printed Name: Thomas Trembach

OWNER:

Premier Club Holdings, LLC
A Florida limited liability company



Shane B. Crawford, Vice President

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Shane B. Crawford, as Vice President of Premier Club Holdings, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Notary Public

Print Notary Name

My Commission Expires

ATTEST: KEN BURKE, CLERK

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

by _____
Deputy Clerk

by _____
Kenneth Welch, Chairman

APPROVED AS TO FORM BY OFFICE OF THE COUNTY ATTORNEY

