

Prepared by and Return to:
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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 29 MARCH, 2016, 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 FRIDY
Printed Name: Evan Fridy
Kevin D. Burke
Printed Name: Kevin Burke

By: Christine Gibree
Christine Gibree, Manager

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STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 25th 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

By: *Norman D. Loy*
Deputy Clerk



Commissioners
By: *Charles R. Justice*
Charles R. Justice, Chairman

APPROVED AS TO FORM BY
OFFICE OF THE COUNTY ATTORNEY

By: *David Salton*
Assistant County Attorney

EXHIBIT "A"

Legal Description

Parcel I-A

The East 155 feet of the North 264 feet of Lot 5 in the Southeast 1/4 of Section 29, Township 30 South, Range 15 East, as shown by map of Pinellas Groves, Inc., recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, less that part lying within 50 feet of the Survey Deed filed February 9, 1956, Clerks Instrument No. 254480-A, Public Records of Pinellas County, Florida, LESS the South 15 feet thereof which was deeded out in O.R. Book 5150, Page 1112, more particularly described as The South 15 feet of the North 264 feet of Lot 5, in the Southeast 1/4 of Section 29, Township 30, South, Range 15 East, as shown by map of Pinellas Groves, Inc., recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida.

Parcel I-B:

The North 264 feet of Lot 5, Less the East 155 feet thereof, in the Southeast 1/4 of Section 29, Township 30 South, Range 15 East, Pinellas Groves, Inc., according to the map or plat thereof as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, LESS road right-of-way, AND LESS the South 15 feet thereof which was deeded out in O.R. Book 5150, Page 1112, more particularly described as the South 15 feet of the North 264 feet of Lot 5, in the Southeast 1/4 of Section 29, Township 30 South, Range 15 East, as shown by map of Pinellas Groves, Inc. recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida.