

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("**First Amendment**") is dated as of _____, 2020, and entered into by and between Z&N Properties VI, LLC, a Florida limited liability company formerly known as Belcher Place, 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 June 25, 2015, Countryside Property Principals, LLC, a Florida limited liability company ("**Developer**") and the County entered into a Development Agreement, recorded in Book 18829, Pages 3 - 11 of the Public Records of Pinellas County, Florida, concerning the real property more particularly described in Exhibit A of the Development Agreement ("**Property**").
- B. Developer had a contract to purchase the Property at the time the Development Agreement was executed.
- C. Developer did not complete the purchase of the Property.
- D. The Development Agreement sets forth the conditions, limitations, and parameters for the development of the Property, including a term of five (5) years.
- E. Owner has requested a five (5) year extension of the term of the Development Agreement.
- F. Section 163.3237 Florida Statutes within the Florida Local Government Development Act ("**Act**"), a codified in Pinellas County Code 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 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, the parties agree as follows:

- 1. Recitals. The above recitals are true and correct and are part of this First Amendment.
- 2. Ratification and Reaffirmation of the 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 the First Amendment.
- 3. Effective Date. The First Amendment to the Development Agreement shall become effective as provided by the Act.

4. Ownership. Section 4 of the Development Agreement is amended to read as follows:

SECTION 4. OWNERSHIP. The Property is owned in fee simple by Owner.

5. Term of Development Agreement. Section 5.2 of the Development Agreement 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 ten (10) years.

6. Obligations of Developer now apply to Owner. All conditions, limitations, and parameters for the development of the Property, shall now apply to the Owner instead of the Developer.

7. Notice. The Owner information in Section 13 of the Development Agreement is amended to read as follows:

If to Owner: Z&N Properties VI, LLC
 Attn: Edward A. Zbella
 2454 McMullen Booth Road, Suite 601
 Clearwater, FL 33759

[End of Substantive Provisions, Signature Page to Follow]

IN WITNESS WHEREOF, the parties have hereto executed this First Amendment as of that date and year first above written.

WITNESSES:

OWNER:
Z&N Properties VI, LLC,
a Florida limited liability company

Printed Name:_____

By:_____
Name: Edward A. Zbella
Title: Manager

Printed Name:_____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by Edward A. Zbella, as Manager of Z&N Properties VI, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public – State of Florida
My Commission Expires: _____

ATTEST: KEN BURKE, CLERK

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

By: _____
Deputy Clerk

By: _____
Pat Gerard, Chairman
Board of County Commissioners

APPROVED AS TO FORM BY OFFICE
OF THE COUNTY ATTORNEY:

County Attorney