

Prepared by and after
recording return to:
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Hill, Ward & Henderson, P.A.
600 Cleveland Street
Suite 800
Clearwater, FL 33755

**TERMINATION AND RELEASE OF SECOND AMENDED
AND RESTATED DEVELOPMENT AGREEMENT**

THIS TERMINATION AND RELEASE OF SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT (the "Termination") is made on the ___ day of _____ 2015, by 25 COUNTRYSIDE WEST, L.L.C. ("Current Owner"), successor-in-interest to EXECUTIVE CORPORATION OF CLEARWATER, INC. ("Previous Owner"), a Florida limited liability corporation, and the CITY OF CLEARWATER, a municipal corporation ("City").

RECITALS

WHEREAS, as an apparent condition to approval for the development of the real property described on Exhibit A attached hereto and incorporated by this reference (the "Property"), Previous Owner and City entered into that certain Second Amended and Restated Development Agreement dated May 30, 2006, and recorded in Official Records Book 15155, Page 2700 (which amended and restated in its entirety that certain Development Agreement between Previous Owner and City dated May 31, 2005, recorded in Official Records Book 14358, Page 1019, of the Public Records of Pinellas County, Florida (the "Agreement"); and

WHEREAS, the Agreement runs with the land, and is binding on successive owners; and

WHEREAS, the City has determined that the Property has not been developed, either by Current or Previous Owner, as set forth in the Concept Plan described in the Agreement; and

WHEREAS, paragraph 10 of the Agreement provides for the termination of the Agreement if the Owners obligations as set forth in the Agreement are not followed in a timely manner; and

WHEREAS, the City Council held a public hearing on _____, 2015, and thereby passed Resolution _____ consenting to the termination and release of the Agreement;

NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated herein by this reference, Ten Dollars (\$10.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City terminates the Agreement and hereby releases the Property described in Exhibit "A" from all

terms, conditions, agreements and covenants contained in the Agreement, including, without limitation, the restrictions on the development of the Property as contained in Paragraph 6.1.3. The City hereby affirms and agrees that: (a) no provision, term, covenant or condition in said Agreement remains in effect as of the date hereof; and (b) the City claims no right, title or interest of any kind or nature in said Property or the improvements located thereon. This Release is executed in favor of the Current Owner and may be relied on by the Current Owner and any successor to the Current Owner in title to the Property.

THIS RELEASE has been executed as of the above-written date by the Current Owner and the City.

[Remainder of Page Intentionally Blank]

(SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT)

IN WITNESS WHEREOF, CURRENT OWNER has executed this Agreement on the day and year first above written.

CURRENT OWNER:

Witnesses:

25 COUNTRYSIDE WEST, L.L.C., a Florida limited liability corporation

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on _____ 2015, by _____, as _____ of 25 COUNTRYSIDE WEST, L.L.C., a Florida limited liability corporation, on behalf of such entity. Such person is personally known to me or has produced a valid driver's license as identification.

NOTARY PUBLIC – STATE OF FLORIDA

My Commission Expires:

(SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT)

CITY OF CLEARWATER, FLORIDA

Countersigned:

George N. Cretekos
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

Attest:

Camilo A. Soto
Assistant City Attorney

Rosemarie Call
City Clerk

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by GEORGE N. CRETEKOS, as Mayor of the City of Clearwater, Florida, who is [] personally known to me or has [] produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by WILLIAM B. HORNE, II, as City Manager of the City of Clearwater, Florida, who is [] personally known to me or who has [] produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires:

EXHIBIT A

Legal Description

LOTS 1 THROUGH 240, INCLUSIVE AND TRACT A, COSTA VERDE, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 132, PAGES 38 THROUGH 55, INCLUSIVE, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.