

**Prepared by and when
recorded mail to:**

**City Attorney
City of Largo
P.O. Box 296
Largo, FL 33779-0296**

DA20-001

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“AGREEMENT”) is made and entered into this ___ day of _____, 2020, between the **CITY OF LARGO, FLORIDA**, a municipal corporation with its principal address located at is 201 Highland Avenue, Largo, Florida (“CITY”), and **PARADISE GROUP, LLC**, a Florida limited liability company with its principal address located at 2901 Rigsby Lane, Safety Harbor, Florida (“DEVELOPER”), the CITY and the DEVELOPER are together hereinafter referred to as the “PARTIES.”

RECITALS

WHEREAS, the DEVELOPER is party to a purchase and sale agreement pursuant to which the DEVELOPER has agreed to purchase fee simple title from the Evangelical Lutheran Church of Our Savior (“OWNER”) to the real property described on Exhibit "A," attached hereto and made a part hereof (the “PROPERTY”); and

WHEREAS, the CITY is authorized by the Florida Local Government Development Agreement Act, sections 163.3220 – 163.3243, Florida Statutes (the “Act”), and by the CITY's Comprehensive Development Code (the “CDC”) to enter into a development agreement with any person or entity having a legal or equitable interest in real property located within its jurisdiction; and

WHEREAS, section 4.6 of the CDC provides additional standards and requirements relevant to the CITY’s policies and procedures regarding development agreements which are consistent with the Act; and

WHEREAS, the PROPERTY has a future land use designation of Institutional (I), and the DEVELOPER has submitted an application to the City requesting a future land use map amendment to Residential/Office/Retail (R/O/R); and

WHEREAS, the CITY has determined that the terms of this AGREEMENT are consistent with the Comprehensive Plan adopted by the CITY (the “Comprehensive Plan”) and the CDC, unless otherwise expressly set forth herein; and

WHEREAS, the DEVELOPER wishes to develop a retail commercial facility on the PROPERTY, which totals approximately 4.34 acres (the “PROJECT”).

AGREEMENT

NOW, THEREFORE, in consideration of and in reliance upon the mutual promises, covenants, and findings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES voluntarily agree to enter into this AGREEMENT according to

the following terms and conditions:

Section 1. RECITALS.

The foregoing recitals are true and correct, and are incorporated herein by reference. All exhibits to this AGREEMENT are deemed to be part hereof.

Section 2. DEFINITIONS.

A. Development Controls Officer (DCO): The Director of the City of Largo Community Development Department or her/his designee.

B. Development Order (DO): A document issued by the DCO upon approval of an official board, commission, or administrative officer authorizing a specific use and development of the PROPERTY, and further authorizing the subsequent issuance of necessary permits.

C. Development Permit (DP): The final permission to erect, construct, reconstruct, alter, raze, move, or remove improvements, or otherwise develop the PROPERTY within the City of Largo. This includes, but is not limited to, the building permit, sign permit, etc.

D. Mortgagee: The holder of any mortgage or the beneficiary of any deed of trust covering all or part of the PROPERTY or the successor or assignee of any such mortgage holder, or beneficiary, provided that the CITY has received written notice from or on behalf of any such holder or beneficiary providing such party's address and stating its desire to receive notices with respect to this AGREEMENT pursuant to Subsection 14.5.

E. Public Infrastructure: Facilities to be located in deeded rights-of-way or easements and/or dedicated by plat to the use of the public in general, to include, but not limited to, roads, pedestrian sidewalks, sewer collection systems, water distribution systems, storm drainage systems, street lights, and street signage.

F. Private Infrastructure: Facilities for all infrastructure other than Public Infrastructure, including but not limited to roads, pedestrian sidewalks, sewer collection systems, storm drainage systems, street lights and street signage, necessary for the PROJECT.

Section 3. LEGAL DESCRIPTION OF PROPERTY

The PROPERTY is legally described on Exhibit "A" which is attached to and made a part of this AGREEMENT.

Section 4. RELATIONSHIP OF PARTIES SUBJECT TO THIS DEVELOPMENT AGREEMENT

The DEVELOPER is unrelated to the CITY. The CITY is a municipal corporation organized under Florida law. The relationship between the DEVELOPER and the CITY with respect to the subject-matter of this AGREEMENT is contractual and is set forth completely in this AGREEMENT.

Section 5. DURATION OF AGREEMENT

5.1 This AGREEMENT shall become effective on the date this AGREEMENT is properly recorded in the public records of Pinellas County, Florida (the "Effective Date").

5.2 The duration of this AGREEMENT shall be for a period of twenty (20) years from the Effective Date. The duration of this AGREEMENT may also be extended by mutual consent of the PARTIES to the extent that any such extension is not contrary to the laws of the State of Florida or the CDC at the time of the extension.

5.3 The Developer is applying to the CITY to change the land use designation for the PROPERTY to Residential/Office/Retail (R/O/R). If the DEVELOPER's application for the land use change to Residential/Office/Retail (R/O/R) is not approved by all necessary governmental entities, this AGREEMENT shall terminate without any action or notice of the Parties. If the AGREEMENT terminates pursuant to this paragraph, the Parties agree to sign a written termination and the DEVELOPER will record any documents necessary to document the termination of this AGREEMENT at the Developer's sole cost.

5.4 In the event of termination of this AGREEMENT because of DEVELOPER's failure to comply with Section 13.3 or for any other reason prior to the issuance of all required certificates of occupancy for the Project, the CITY may elect to change the future land use designation of the PROPERTY back to Institutional (I) or to any other future land use classification the City deems appropriate at the time of termination, and DEVELOPER agrees not to object to the change of the future land use designation, agrees not to claim any vested rights based on the change of the future land use designation to Residential/Office/Retail (R/O/R), and waives and releases any and all claims arising out of the CITY's determination to revert the future land use designation back to Institutional (I) or to some other classification, including any claims under the Bert Harris Act.

Section 6. OBLIGATIONS OF THE DEVELOPER

The obligations of this AGREEMENT shall be binding on the DEVELOPER and its successors and assigns.

6.1 The DEVELOPER has submitted to the CITY a conceptual site plan, attached hereto as Exhibit "B" ("Conceptual Site Plan"). The DEVELOPER shall develop the PROPERTY in accordance with the Conceptual Site Plan, as modified from time to time subject to CITY approval as herein provided. The PARTIES recognize that as of the time of this AGREEMENT, it is currently uncertain as to the specific allowable uses that will be developed, the exact and final number, square footage, location and design of the buildings and driveway access points.

6.2 The DEVELOPER shall submit preliminary and final site plans for approval to the CITY consistent with the CDC, the Conceptual Site Plan, and this AGREEMENT, and applicable comments of federal, state, county or district agencies. The preliminary site plan and the final site plan must each be approved by the CITY and the final site plan must receive a Development Order and concurrency approval in compliance with all applicable CDC requirements, except as otherwise allowed in Section 6.4 of this AGREEMENT.

6.3 Any revisions to the Conceptual Site Plan must be submitted to the CITY for final approval and shall reflect the final site plan and revisions necessary to comply with the restrictions and performance standards in the AGREEMENT, the CDC, and generally in accordance with the Activity Center Design Guidelines.

6.4 At the time of development of the PROPERTY, DEVELOPER will submit such applications and documentation as are required by law, all applicable technical codes, and the CDC, as they exist on the Effective Date of this AGREEMENT. In the event that DEVELOPER fails to apply for development permits, including but not limited to the Master Development Plan under paragraph 6.5.2, within two (2) years of the Effective Date, including any extension granted by the CDO or by statute, and commence construction within 12 months from the issuance of a development permit, the PROPERTY shall be subject

to any new CDC requirements subsequently adopted, including but not limited the special area plan activity center overlay designation.

6.5 Development Restrictions. The following restrictions shall apply to development of the PROPERTY, even if there is a more restrictive provision of the CDC directly conflicting with these restrictions:

6.5.1 *Use Restrictions.*

6.5.1 A The allowable use of the PROPERTY shall be limited to predominantly retail commercial uses.

6.5.1 B The following uses of the PROPERTY shall be prohibited: adult uses, bars, taverns, nightclubs, mechanical repair shops, recycling centers, vehicle sales, hospitals, manufacturing, contractor yards, storage facilities, indoors and outdoors race track, sports arenas and stadiums, car washes, and gas stations, all as defined in the CDC.

6.5.1 C The PARTIES acknowledge that DEVELOPER may wish to submit a site plan for a convenience store with gas station use on a portion of the Property at some point in the future. Upon completion of the DCO's review of a preliminary site plan submitted by DEVELOPER that includes a convenience store with a gas station use, the DCO may consider whether or not to recommend to the City Commission the approval of an amendment to this Agreement to permit the convenience store with a gas station use. Nothing in this Agreement binds the DCO to recommend approval of such an amendment, nor does it bind the City Commission to approve such an amendment.

6.5.2 *Master Development Plan.* The PROPERTY shall be planned, permitted, and developed as a phased development in accordance with CDC, Sec. 3.6- Level II, Phased Development Site Plan.

6.5.3 *Buffering and Landscaping.*

6.5.3.A DEVELOPER shall construct a buffer around the perimeter of the PROPERTY as follows:

6.5.3.A(1) A 15 foot wide street side Type B buffer, as described in the CDC, along the northern boundary of the PROPERTY

6.5.3.A(2) A 30 foot wide Type C buffer, as described in the CDC, with a 6 foot opaque wall for heavy commercial uses, including uses with loading docks and drive-thrus, and a 20 foot wide Type B buffer, as described in the CDC, with a 6 foot opaque wall for light commercial uses, along the southern boundary of the PROPERTY

6.5.3.A(3) A 10 foot wide street side Type A buffer, as described in the CDC, along the eastern and western boundaries of the PROPERTY.

6.5.4 *Building Elevations and Architectural Design.*

6.5.4.A The preliminary site plan submittal shall include building elevations that include sufficient architectural elements to create visual interest and break up building massing. Architectural treatments on facades facing public right-of-ways shall include elements such as roof parapets of varying height, recesses and projections, banding, decorative columns, etc. Blank walls of greater than 20 feet shall not be permitted. The final site plan shall include the building elevations and the project shall be constructed consistent with the approved building elevations.

6.5.4.B Predominant exterior building materials shall be composed of high quality materials, such as architectural block, brick, concrete with an architectural finish, stucco, or glass. Exterior building materials shall not include unfinished concrete panels, pre-fabricated metal panels or smooth face concrete block. Façade colors shall be neutral or muted colors. The use of bright "primary" colors shall be prohibited. Accent colors may be brighter and more intense but shall harmonize with the dominant building color.

6.5.5 *Trash Collection, Loading Docks, Utility and Service Areas.*

6.5.5.A Areas for trash collection and compaction, loading docks, utility and other service functions shall be incorporated into the overall design of the building using decorative and durable materials consistent with the building facades.

6.5.5.B All containers for trash collection and compaction are required to be screened from the right-of-way and all adjacent properties. Enclosures shall be a minimum of six (6) feet in height and constructed of solid masonry walls with solid gates that totally conceal all of the contents. Where possible, they should be located behind buildings, away from streets, and obscured from public view from driveways.

6.5.5.C Additional plantings shall be provided adjacent to these areas that are visible from the public right-of-way to further enhance the appearance of the enclosure.

6.5.6 *Loading Dock Setbacks.* Loading dock setbacks shall be 40 feet from the southern boundary of the PROPERTY as measured from the south edge of the loading truck's trailer in the parked position, to the south boundary of the PROPERTY.

6.5.7 *Mechanical Equipment.* Mechanical equipment (including roof-mounted equipment) shall be screened from view from the public right-of-way and adjacent properties. This may include air conditioners, electrical transformers, and trash collection equipment including receptacles and compactors.

6.5.8 *Pinellas Suncoast Transit Authority (PSTA) Bus Stop.* The DEVELOPER shall coordinate with PSTA, the CITY, and any other regulatory agency with jurisdiction, to design and construct, at DEVELOPER's sole expense, an enhanced PSTA bus stop (concrete pad and shelter) along the frontage of the northern boundary of the PROPERTY, along East Bay Drive. If there is insufficient existing right-of-way to accommodate the enhanced bus stop, the DEVELOPER shall provide an easement on the

PROPERTY to PSTA for public access to the enhanced bus stop and access for PSTA to use and maintain the enhanced bus stop. The exact location of the bus stop will be determined by PSTA. In addition, the design and construction of the PSTA bus stop shall be approved by PSTA, the CITY Engineer, and any other regulatory agency with jurisdiction over the bus stop prior to the issuance of any permits for the construction of the PSTA bus stop. DEVELOPER shall be responsible for all costs associated with the permitting and construction of the bus stop. If PSTA, in its sole discretion, determines that a bus stop at the PROPERTY is not warranted, the DEVELOPER shall not be obligated to design and construct the enhanced bus stop.

6.5.9 Internal Circulation, Sidewalks, and Connectivity.

- 6.5.9.A The PROJECT shall provide for safe internal connectivity between all buildings, parking areas and surrounding roadways for vehicles and pedestrians. Internal pedestrian connectivity shall include sidewalks or pavement marking when crossing vehicular use areas.
- 6.5.9.B Sidewalks shall be provided along the full length of the primary façade of all buildings.
- 6.5.9.C If the PROPERTY is subdivided into more than one parcel, cross access agreements shall be recorded with the plat.

6.5.10 Large Scale Retail Development Standards. Should DEVELOPER propose to construct 50,000 square feet or more of commercial uses or a mix of commercial and office uses, the PROPERTY will be subject to the standards and requirements of CDC, Chapter 13—Large Scale Retail Development Standards.

6.5.11 Traffic Study.

- 6.5.11.A Prior to preliminary site plan submittal, the DEVELOPER shall conduct a traffic study to determine the PROJECT's traffic impact and operational movements for the property development on all adjacent roadways including Darien Way.
- 6.5.13 B DEVELOPER shall construct any necessary improvements as needed to accommodate the PROJECT's traffic impact and operational movements, which will be determined by the CITY's Engineering Department at the time of the site plan review. These improvements may include, but are not limited to, turn lanes, truck route signage, traffic calming, and pedestrian safety improvements such as crosswalks on adjacent local streets.

Section 7. OBLIGATIONS OF THE CITY

In addition to its application for a future land use change, DEVELOPER shall submit to the CITY and the CITY shall process preliminary and final site plan applications for the PROPERTY that are incorporated as part of this AGREEMENT in accordance with the procedures set forth in the CDC.

Section 8. DEVELOPMENT OF THE PROPERTY

8.1 Applicable Rules, Regulations, and Policies.

8.1.1. Subject to the terms of Section 6.4 of this AGREEMENT, the ordinances, rules, regulations and policies in existence on the Effective Date (excluding those governing impact fees or fee rates, which may be established from time to time in accordance with applicable law) shall govern the development of the PROPERTY for the duration of this AGREEMENT. All existing ordinances, rules, codes, regulations and policies at the termination of this AGREEMENT shall become applicable to the PROPERTY regardless of the terms of this AGREEMENT.

The PROJECT may be subject to ordinances and policies adopted by the CITY after the Effective Date so long as the CITY holds a public hearing and determines that such new ordinances and policies:

1. Are not in conflict with the laws and policies governing this AGREEMENT and do not prevent development of the land uses, intensities, or densities as allowed under this AGREEMENT;
2. Are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement;
3. Are specifically anticipated and provided for in this AGREEMENT; and
4. The CITY demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this AGREEMENT, or this AGREEMENT is based on substantially inaccurate information provided by the DEVELOPER.

8.2 Subsequent Laws and Policies. Subsequent adopted laws and policies of general application in the CITY, including laws and policies pertaining to impact fees, shall be applicable to the PROPERTY.

8.3 State and Federal Laws. This AGREEMENT shall not preclude the applicability to the PROJECT of changes in rules, regulations, or policies enacted by state or federal laws after the execution of this AGREEMENT. In the event of the subsequent enactment of any law which, in any PARTY's reasonable judgment, would preclude its compliance with the terms of this AGREEMENT, the affected PARTY shall so notify the other PARTY in writing, and the PARTIES shall use their reasonable efforts to modify this AGREEMENT in order to afford each PARTY with the reasonable opportunity to perform its obligations hereunder to the maximum extent permitted by any such subsequent law. In the event that such modification shall deprive any PARTY of any material benefit intended to have been afforded it by this AGREEMENT, the PARTY so deprived may cause this AGREEMENT to be terminated or may avail itself of such other rights and remedies as may then be available to it in order to realize the benefits intended to have been provided to it hereunder.

Section 9. PUBLIC FACILITIES

9.1 General. DEVELOPER shall design, construct, and maintain, until conveyance to and acceptance by the CITY and/or Pinellas County, all Public Infrastructure necessary for the PROJECT, including but not limited to the sidewalk described in section 6.5.9, providing that said Public Infrastructure facilities have received final site plan approval and construction plan approval by the CITY and/or Pinellas County, and that all review procedures have been complied with fully. Public Infrastructure shall be completed, inspected, and accepted by the CITY and/or Pinellas County prior to the issuance of any certificates of occupancy for the PROPERTY.

9.2 Private Infrastructure. DEVELOPER shall design, construct and maintain, until conveyance, if any, all Private Infrastructure, providing, that said Private Infrastructure has received final site plan approval

and construction plan approval by the CITY, and that all review procedures have been complied with fully. Private Infrastructure shall be inspected and approved by the CITY, and any other required governmental agencies, prior to the issuance of any certificates of occupancy for the PROPERTY.

9.3 Off-Site Public Infrastructure. DEVELOPER shall be required to construct off-site public facilities to mitigate negative impacts on adopted levels of service caused by the PROJECT as determined during the full site plan review process.

9.4 Public Facilities to Service Development. The following public facilities are presently available to the PROPERTY from the sources indicated below. Development of the PROPERTY will be governed by and must satisfy CITY or Pinellas County concurrency ordinance provisions, if applicable, in effect at the time of the Effective Date of this AGREEMENT.

9.3.1. Potable water from Pinellas County.

9.3.2. Sanitary sewer service from the CITY.

9.3.3. Fire protection from the CITY.

9.3.4. Drainage facilities for the PROPERTY are as designated on the Conceptual Site Plan and approved by the Southwest Florida Water Management District.

9.5 Remedies/Enforcement Mechanism. In the event DEVELOPER fails to comply with the requirements of this Section 9, the CITY'S remedy shall be to withhold the certificate(s) of occupancy for structures located on the PROPERTY.

Section 10. DEDICATION OF LAND FOR PUBLIC PURPOSES.

To the extent that DEVELOPER has not done so, the DEVELOPER shall dedicate those portions, if any, of the PROPERTY required for water, sanitary sewer, drainage, utilities, the sidewalk described in section 6.5.9 above, and other publicly owned properties by plat dedication, warranty deed, easement, or by title instrument satisfactory to the Development Controls Officer.

Section 11. REQUIRED DEVELOPMENT PERMITS

Local development permits which must be approved and issued to DEVELOPER or their successors in interest may include, but are not limited to the following:

- A. Development Order;
- B. Development/Building/Utility Permits;
- C. Plat Approval;
- D. Site Plan approval(s) and associated utility licenses and right-of-way utilization permits;
- E. Construction plan approval(s);
- F. Concurrency determination from Pinellas County on state and county facilities and services;

- G. Drainage permit from Southwest Florida Water Management District and the Department of Environmental Protection (DEP);
- H. Certificates of occupancy;
- I. Future Land Use Map Amendment approval by the CITY, the Pinellas Planning Council (PPC), and the Countywide Planning Authority (CPA);
- J. All other approvals or permits as required by existing or future governmental regulations as they now exist, or as they may exist in the future.

Section 12. AMENDMENT OF AGREEMENT AND DEVELOPMENT ORDER

This AGREEMENT may be amended from time to time by written mutual consent of the PARTIES or their successors in interest, in accordance with section 163.3237, F.S.

Section 13. ANNUAL REVIEW, DEFAULT, AND REMEDIES

13.1 General Provisions. Neither PARTY shall be in default of this AGREEMENT unless it has failed to perform any of its obligations under this AGREEMENT for a period of thirty (30) days after its receipt of written notice from the other PARTY specifying the nature of the alleged default and the manner in which said fault may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within said thirty (30) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. Except as set forth in Section 9.4 above, upon default by a PARTY under this AGREEMENT, the PARTY not in default shall have all rights and remedies provided by law, including but not limited to the right to terminate this AGREEMENT, the right to seek specific performance, and the right to file for injunctive relief in the Sixth Judicial Circuit Court in and for Pinellas County, Florida to enforce the terms of the AGREEMENT or to challenge compliance of this AGREEMENT with the provisions of F.S. 163.3220 - 163.3243. Should any party be forced to retain an attorney to enforce any provisions of this AGREEMENT, the prevailing party shall be entitled to recover its reasonable attorneys' fees, cost, charges and expenses expended or incurred in pursuit of all such claims at every level, including pre-suit, pre-trial, trial and appeal and including any litigation over entitlement to the amount of attorneys' fees and cost owed.

13.2 Annual Review. Each year during the term of this AGREEMENT, beginning one (1) year after the Effective Date, the DEVELOPER shall submit a report to the CITY specifying performance and compliance with this AGREEMENT. The CITY shall review the annual report with the terms of this AGREEMENT, and either accept or reject the report based upon substantial, competent evidence that the DEVELOPER or its successors in interest have complied in good faith with the terms and conditions of this AGREEMENT. Failure to comply with the terms and conditions of this AGREEMENT after being provided with applicable notice and the opportunity to cure as set forth in Section 13.1 shall constitute an event of default under this AGREEMENT. Without limiting the generality of the foregoing, if the CITY finds, on the basis of substantial competent evidence, that there has been a failure on the part of the DEVELOPER to comply with its obligations under this AGREEMENT, the CITY may, after furnishing the default notice described in Section 13.1, exercise any one or more, or all, of its rights and remedies against the DEVELOPER under this AGREEMENT, at law or in equity, including terminating this AGREEMENT. It shall be the responsibility of the DEVELOPER to notify the CITY of any changes in ownership and other interest of the PROPERTY pursuant to Section 14.5.

13.3 Time Frame for Development of Property. The DEVELOPER shall complete construction of the building for the first phase of the Project, as evidenced by issuance of a certificate of completion for the

building, within three (3) years from the Effective Date, subject to any extensions granted by the DCO or required by statute, in accordance with section 3.6 of the CDC. The DEVELOPER shall complete construction of all phases of the Project, as evidenced by issuance of all required certificates of occupancy for the entire Project by the City, within ten (10) years from the Effective Date, subject to any extensions granted by the DCO or required by statute, in accordance with section 3.6 of the CDC.

Section 14. MISCELLANEOUS

14.1 Covenants Running with the Land. The provisions of this AGREEMENT shall constitute covenants which shall run with the land comprising the PROPERTY; the burdens and benefits hereof shall bind and inure to the benefit of the PARTIES hereto and their personal representatives, heirs, successors, grantees and, and a copy of this AGREEMENT shall be recorded among the Public Records of Pinellas County, Florida, upon execution of this AGREEMENT by the PARTIES hereto.

14.2 Mortgagee Rights. CITY shall provide any mortgagee, of which the CITY has notice, with written notice of any default by the DEVELOPER under this AGREEMENT concurrently with its delivery of such notice to the DEVELOPER, and give each mortgagee the same opportunity to cure such default as is provided to the DEVELOPER under this AGREEMENT and will accept any such cure from mortgagee as if such cure was tendered by DEVELOPER. Failure to provide such notice to mortgagee shall not give rise to any liability on the part of the CITY.

14.3 Transfer of PROPERTY. The DEVELOPER may assign or transfer all of or any portion of its interests, rights, or obligations under this AGREEMENT to any party acquiring an interest or estate in all or any portion of the PROPERTY. In the event of any transfer or assignment made by the DEVELOPER as provided in this Section, the assignee's express assumption of the DEVELOPER'S obligations under this AGREEMENT shall relieve the DEVELOPER of all prospective responsibility for the obligations so assumed. The DEVELOPER shall provide the CITY with written notice promptly after the completion of any transfer, assignment or conveyance of the PROPERTY or any portion thereof. If the DEVELOPER shall transfer all or any of the portion of the PROPERTY, the transferee shall succeed to all of DEVELOPER'S rights under this AGREEMENT as they affect the development to that portion of the Property so transferred, and the transferee shall automatically assume all obligations of the DEVELOPER hereunder which relate to the portion of the PROPERTY transferred to it. A transfer of all or part of the Property to any other person or entity not a party to this AGREEMENT shall release the DEVELOPER from its obligations hereunder relating only to the transferred property.

14.4 Construction. This AGREEMENT has been reviewed and revised by legal counsel for both the DEVELOPER and the CITY, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this AGREEMENT.

14.5 Notices. Any notice or request required or authorized to be given by the terms of this AGREEMENT or under any applicable law by either PARTY shall be in writing, hand delivered, or sent certified or registered mail, postage prepaid, return receipt requested. Such notice shall be addressed as follows:

As to the CITY:

Henry Schubert, City Manager
City of Largo
P.O. Box 296
Largo, FL 34649-0296

With a required copy concurrently to:

Alan S. Zimmet, Esq.
Bryant Miller Oliver, P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602

As to DEVELOPER:

PARADISE GROUP, LLC
2901 RIGSBY LANE
SAFETY HARBOR, FL 34695

With a required copy concurrently to:

BRIAN J. AUNST, SR.
625 COURT ST, STE 200
CLEARWATER, FL 33756

14.6 Severability. If any provision of this AGREEMENT or the application of any provision of this AGREEMENT to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, then, to the extent that the invalidity or unenforceability does not impair the application of this AGREEMENT as intended by the PARTIES, the remaining provisions of this AGREEMENT, or the application of this AGREEMENT to other situations, shall continue in full force.

14.7 Counterparts and Exhibits. This AGREEMENT may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument. To indicate their agreement to the above, the PARTIES or their authorized representatives or officers have signed this AGREEMENT. This AGREEMENT consists of 14 pages, including Notary acknowledgments, and in addition, two (2) exhibits which constitute the entire understanding and agreement of the PARTIES to this AGREEMENT. The following exhibits are attached to this AGREEMENT and incorporated herein for all purpose:

Exhibit "A"	PROPERTY (Legal Descriptions)
Exhibit "B"	Conceptual Site Plan

14.8 Completion of AGREEMENT. Upon the completion of performance of this AGREEMENT or its revocation or termination, the DEVELOPER or its successors in interest shall record a statement in the official records of Pinellas County, Florida, signed by the PARTIES hereto, evidencing such completion, revocation or termination, and shall forthwith deliver a copy of such statement to the City Manager or his designee.

14.9 Recording this AGREEMENT. This AGREEMENT shall be recorded, by the CITY, at the DEVELOPER'S cost, in the public records of Pinellas County, Florida, in accordance with the requirements of the Act.

14.10 Entire AGREEMENT. This AGREEMENT (including any and all exhibits attached hereto, all of

which are a part of this AGREEMENT to the same extent as if such exhibits were set forth in full in the body of this AGREEMENT), constitutes the entire agreement between the PARTIES hereto pertaining to the subject matter hereof.

14.11 Construction. The titles, captions and section numbers in this AGREEMENT are inserted for convenient reference only and do not define or limit the scope or intent and should not be used in the interpretation of any section, subsection or provision of this AGREEMENT. Whenever the context requires or permits, the singular shall include the plural, and plural shall include the singular.

14.12 Controlling Law and Venue. This AGREEMENT shall be construed by and controlled under the laws of the State of Florida. The PARTIES consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this AGREEMENT shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court for the Middle District of Florida, Tampa Division.

The remainder of this page intentionally blank. Please see following pages for signatures and exhibits.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed the day and year first above written.

By executing this AGREEMENT, the DEVELOPER acknowledges that the undersigned has the lawful authority granted by said entity to execute this AGREEMENT on behalf of the OWNER, and has been granted the right to bind the OWNER and DEVELOPER to the covenants and agreements herein above stated.

Entity Name: PARADISE GROUP, LLC

By (Signature): _____

Print Name: CHARLES A. ERNST, SR.

Title: OPERATING MANAGER

NOTARIZATION: CORPORATE/PARTNERSHIP/TRUST/OTHER ENTITY

STATE OF FLORIDA

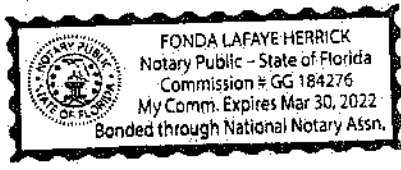
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of June, 2020,

by Charles A Ernst as Oper. Mgr of PARADISE GROUP, LLC, who acknowledged before me that he is authorized to execute this AGREEMENT on behalf of said entity and [] is personally known to me or [] has produced identification.

Type of identification produced: _____

My commission expires:
(Notary Seal)



Fonda L Herrick
Notary Public Signature

FONDA L HERRICK
Notary Public Print Name

CITY OF LARGO, Florida
a Municipal Corporation.

BY:

Henry Schubert, City Manager

ATTEST:

Diane Bruner, City Clerk

STATE OF FLORIDA
COUNTY OF PINELLAS

REVIEWED AND APPROVED BY:

Alan S. Z  By Alan S. Zimmer at 2:37 pm, 6/22/20
Zimmer, City Attorney

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by Henry Schubert, as City Manager of the CITY OF LARGO, FLORIDA, a municipal corporation, and he acknowledged before me that he executed the instrument on behalf of the CITY. He is personally known to me.

My commission expires:
(Notary Seal)

Notary Public Signature

Notary Public Print Name

EXHIBIT "A"

**PROPERTY
LEGAL DESCRIPTION OF THE PROPERTY**

All that tracts or parcels of land lying and being in the County of Pinellas, Florida, to wit:

A PARCEL OF LAND LYING IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER QUARTER-CORNER OF SAID SECTION 31; THENCE S 88°55'27" E ALONG THE EAST AND WEST $\frac{1}{4}$ LINE OF SAID SECTION 31, 33.00 FEET NORTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF EAST BAY DRIVE (SR 686) A DISTANCE OF 56.18 FEET TO A POINT OF INTERSECTION WITH THE PROLONGED EASTERLY RIGHT OF WAY BOUNDARY OF NEWPORT ROAD; THENCE S 01°04'13" W, ALONG THE SAID PROLONGED EASTERLY RIGHT OF WAY BOUNDARY OF NEWPORT ROAD, A DISTANCE OF 33.00 FEET, TO A POINT OF INTERSECTION WITH THE NORTHERN BOUNDARY OF NEW PORT UNIT NO. 1 AS RECORDED IN PLAT BOOK 53, PAGE 60, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S 01°04'13" W, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY BOUNDARY OF THE 60 FOOT RIGHT WAY OF NEWPORT ROAD, AND THE BOUNDARY OF NEW PORT UNIT NO. 1, AS SHOWN ON THE SAID PLAT OF NEW PORT UNIT NO. 1 A DISTANCE OF 55.00 FEET FOR A POINT OF BEGINNING; THENCE ON AN ARC TO THE RIGHT OF 39.27 FEET, WITH A RADIUS OF 25.00 FEET SUBTENDED BY A CHORD OF 35.36 FEET, CHORD BEARING N 46°04'13" E, TO A POINT OF TANGENCY; THENCE S 88°55'47" E, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE 30 FOOT RIGHT OF WAY OF THE SERVICE ROAD (PROPOSED) 30.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF SAID EAST BAY DRIVE (SR-686) A DISTANCE OF 467.74 FEET TO A POINT OF CURVATURE; THENCE ON AN ARC TO THE RIGHT OF 37.99 FEET, WITH A RADIUS OF 25.00 FEET, SUBTENDED BY A CHORD OF 34.44 FEET, CHORD BEARING S 45°25'31.5" E, TO A POINT OF TANGENCY ON THE WESTERLY RIGHT OF WAY BOUNDARY OF THE 60 FOOT RIGHT OF WAY OF BEDFORD CIRCLE (EAST) AND THE BOUNDARY OF NEW PORT UNIT 1 AS SHOWN ON THE PLAT OF SAID NEW PORT UNIT NO. 1; THENCE S 01°51'16" E, ALONG SAID WESTERLY RIGHT OF WAY BOUNDARY OF BEDFORD CIRCLE (EAST) AND THE BOUNDARY OF NEW PORT UNIT NO. 1 A DISTANCE OF 336.72 FEET; THENCE N 88°55'47" W, CONTINUING ALONG THE NORTHERLY BOUNDARY OF BLOCK 49, NEW PORT UNIT NO. 1, A DISTANCE OF 534.88 FEET THENCE N 01°04'13" E, ALONG SAID EASTERLY RIGHT OF WAY BOUNDARY OF NEW PORT ROAD, A DISTANCE OF 335.00 FEET TO THE POINT OF BEGINNING.

The subject properties as a whole contain 4.34 acres or 189,050 square feet, more or less.

ALSO KNOWN AS PINELLAS COUNTY PARCEL IDENTIFICATION NUMBERS 31-29-16-70344-400-0600

EXHIBIT "B"
CONCEPTUAL SITE PLAN

[SEE ATTACHED]

SITE DATA

TOTAL PROJECT AREA	4.34 AC
EXISTING LAND USE DESIGNATION	"I" (INSTITUTIONAL)
PROPOSED LAND USE DESIGNATION	"ROR" (RESIDENTIAL / OFFICE / RETAIL)
PARCEL IDENTIFICATION NUMBER	31-29-16-70344-400-0600
FEMA FLOOD ZONE DESIGNATION	ZONE "X" **

LANDSCAPE AND / OR SCREENING BUFFERS:	
NORTH	15 FT-WIDE LANDSCAPE BUFFER (TYPE B)
SOUTH	20 FT-WIDE LANDSCAPE BUFFER (TYPE B) WITH 6 FT-TALL OPAQUE SCREEN WALL
EAST	10 FT-WIDE LANDSCAPE BUFFER (TYPE A)
WEST	10 FT-WIDE LANDSCAPE BUFFER (TYPE A)

BUILDING SETBACKS:	
NORTH	125 FT FROM C/L OF EAST BAY DR (50 FT FROM R-O-W LINE)
EAST	45 FT FROM C/L OF BEDFORD CIRCLE EAST (20 FT FROM R/W LINE)
WEST	45 FT FROM C/L OF NEWPORT RD (20 FT FROM R/W LINE)

MAXIMUM RESIDENTIAL DENSITY (ROR)	18 DU / ACRE
MIN LOT SIZE	7,500 SF
MAX FLOOR AREA RATIO	0.40
MAX IMPERVIOUS SURFACE RATIO (ISR)	0.85

* A FLUMA APPLICATION HAS BEEN SUBMITTED TO AMEND THE LAND USE DESIGNATION OF THIS PROPERTY FROM "INSTITUTIONAL" TO "RESIDENTIAL/OFFICE/RETAIL".
 ** PER FEMA FLOOD INSURANCE RATE MAP #12103C0136G (DATED SEPTEMBER 03, 2003), THE SITE RESIDES IN FLOOD ZONE "X", WHICH ARE AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE (500-YEAR) FLOOD PLAIN.


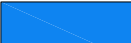

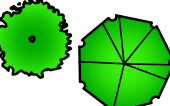


LOT DATA

LOT 1:	
PROPOSED LOT AREA	1.91 ACRES
POTENTIAL BUILDING AREA ENVELOPE	22,000 SF - 23,000 SF
PARKING SPACES PROVIDED	95 SPACES

LOT 2:	
PROPOSED LOT AREA	1.29 ACRES
POTENTIAL BUILDING AREA ENVELOPE	7,500 SF - 8,000 SF
PARKING SPACES PROVIDED	91 SPACES

LOT 3:	
PROPOSED LOT AREA	1.14 ACRES
POTENTIAL BUILDING AREA ENVELOPE	3,500 SF - 4,000 SF
PARKING SPACES PROVIDED	33 SPACES

LEGEND

-  PROPOSED PAVEMENT
-  PROPOSED STORMWATER MANAGEMENT AREA (SIZE AND LOCATION SUBJECT TO CHANGE)
-  POTENTIAL BUILDING ENVELOPE AREA
-  CANOPY TREE
-  UNDERSTORY TREE
-  SHRUBS

****DISCLAIMER****
 THIS SITE PLAN IS PURELY CONCEPTUAL IN NATURE AND IS ONLY INTENDED TO ILLUSTRATE THE DEVELOPMENT POTENTIAL OF THE PROPERTY FOR CITY STAFF TO REFERENCE DURING REVIEW OF THE PROPOSED DEVELOPMENT AGREEMENT. THE BUILDING PLACEMENT, BUILDING ENVELOPE AREAS, PARKING LAOUT AND ACCESS POINTS ARE SUBJECT TO CHANGE.

FULL ACCESS INTERSECTION

PROPOSED RIGHT-IN/OUT ACCESS

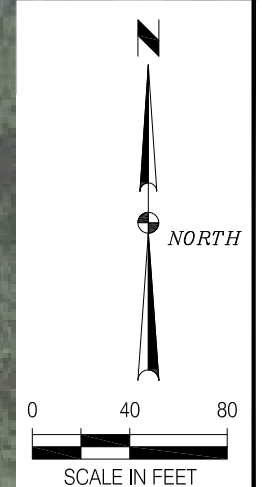
FULL ACCESS

FULL ACCESS

FULL ACCESS

FULL ACCESS

EAST BAY DRIVE (SR 686)
 AADT = 62,500



REVISION HISTORY	DESCRIPTION	REV. BY	DATE

PARADISE VENTURES
 PARADISE VENTURES, INC
 2901 Rigby Lane, Safety Harbor, FL 34895
 Phone - (727) 726-1115
 www.paradiseventuresinc.com

COMMERCIAL PROJECT
 4825 EAST BAY DRIVE
 LARGO, PINELLAS COUNTY, FL
CONCEPT SITE PLAN "A"

PM/DRAWN BY:	BWK
DATE:	01/27/20
SCALE:	1"=80'
SECT:	X
TWP:	X
RANGE:	X
JOB NUMBER:	X
EXAMINED AND APPROVED DATE:	
SHEET NO.	1 OF 1