

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is hereby entered into between La Mirage Beauty Salon, Inc., whose address is 3730 & 3720 Tampa Road, Palm Harbor, FL 34684 ("Owner") and Pinellas County, Florida, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756 ("County").

R E C I T A L S :

- A. Sections 163.3220 – 163.3243, Florida Statutes, which set forth the Florida Local Government Development Agreement Act ("Act"), authorize the County to enter into binding development agreements with persons having a legal or equitable interest in real property located within the unincorporated area of Pinellas County.
- B. Under Section 163.3223 of the Act, the County adopted Chapter 134, Article VII of Part III, the Pinellas County Land Development Code ("Code"), establishing procedural requirements for entering into development agreements.
- C. Owner is the owner of two (2) parcels of real property, located at 3720 Tampa Road and 3730 Tampa Road, Palm Harbor, Florida 34684, with parcel identification numbers 08-28-16-47437-000-0020 and 08-28-16-47437-000-0010 and as more particularly described in Exhibit "A" attached hereto ("Property").
- D. The Property was previously subject to a Development Agreement between the prior owner, Community Presbyterian Church of Tampa, Inc., and Pinellas County, dated February 9, 1999, which is recorded in the public records of Pinellas County at O.R. Book 10402, Page 1583.
- E. Owner entered into a Reinstated, Reaffirmed and Amended Development Agreement, dated June 18, 2013, with Pinellas County, which is recorded in the public records of Pinellas County at O.R. Book 18063, Pages 1436-1441 ("2013 Development Agreement").
- F. The 2013 Development Agreement required the Owner to record a deed restriction prior to the approval of a site plan or the issuance of a development permit for the Property.
- G. On July 24, 2014, Owner recorded a Declaration of Restrictions and Restated Agreement in the public records of Pinellas County at O.R. Book 18472, Pages 58-62, ("2014 Deed Restriction"), attached hereto as Exhibit "B", limiting the use of the Property to "...a general professional office and its accessory uses with a maximum floor area of 14,690 sq. ft. and only for those uses as permitted by P-1 zoning but at no time shall the Property have more than 11,394 sq. ft. of Personal Service or Office Support Use."
- H. The 2013 Development Agreement allows the County to amend or terminate the 2014 Deed Restriction.

- I. The Property currently has a land use designation of Residential/Office/General (ROG) and is zoned General Office (GO) on approximately 3.3 acres of uplands, as depicted in Exhibits "C" and "D" attached hereto. The Property also has a land use designation of Preservation (P) and is zoned Preservation/Conservation (PC) on approximately 1.7 acres of wetlands, as depicted in Exhibits "C" and "D" attached hereto.
- J. Owner requests that the County (1) place a land use designation of Institutional (I) on the approximately 3.3 acres of uplands on the Property; (2) amend the zoning category to General Institutional (GI) on the approximately 3.3 acres of uplands on the Property; and (3) terminate the 2014 Deed Restriction.
- K. The County cannot justify the requested actions absent the restrictions contained in this Agreement and in the deed restriction required in Section 6.1.4 herein.
- L. The County and Owner have determined that it would be mutually beneficial to enter into a development agreement governing the matters set forth herein and have negotiated this Agreement in accordance with the Code and the Act.
- M. The County finds that the terms of this Agreement are consistent with the Pinellas County Comprehensive Plan and the Code.

STATEMENT OF AGREEMENT

In consideration of and in reliance upon the premises, the mutual promises and 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:

Section 1. Recitals. The above recitals are true and correct and are a part of this Agreement.

Section 2. Incorporation of the Act. This Agreement is entered into in compliance with and under the authority of the Code and the Act, the terms of which as of the date of this Agreement are incorporated herein by this reference and made a part herein. Words used in this Agreement without definition that are defined in the Act shall have the same meaning in this Agreement as in the Act

Section 3. Property Subject to this Agreement. The Property is subject to this Agreement.

Section 4. Ownership. The Property is owned in fee simple by Owner.

Section 5. Effective Date/Duration of this Agreement.

5.1 This Agreement shall become effective upon recording in the public records of Pinellas County ("Effective Date") and shall be contingent upon obtaining final approval, and effectiveness of the land use designation of Institutional (I), the zoning category to

General Institutional (GI) on the approximately 3.3 acres of uplands on the Property and the County's termination of the 2014 Deed Restriction.

5.2 This Agreement shall continue in effect until terminated as defined herein, but for a period not to exceed five (5) years from the Effective Date.

Section 6. Obligations under this Agreement.

6.1 Obligations of the Owner.

6.1.1. Binding Obligations. The obligations under this Agreement shall be binding on Owner, its successors or assigns.

6.1.2. Development Review Process. At the time of development of the Property, Owner will submit such applications and documentation as are required by law and shall comply with the County's Code applicable at the time of the Effective Date of this Agreement.

6.1.3. Development Restrictions. The following restrictions shall apply to development of the Property:

6.1.3.1. The development rights of the Property shall be limited to a maximum of 23,314 square feet of buildable area for the uses permitted in the Institutional (I) land use category and General Institutional (GI) zoning district. Under the new land use designation of Institutional (I), the maximum Floor Area Ratio (FAR) is 0.65 which would normally allow up to 93,437 square feet of floor area from the 3.3 acres of uplands plus up to 3,703 square feet transferred from the 1.7 acres of wetlands that are designated Preservation (0.05 FAR). This would total 97,140 square feet. Under the new land use designation in this case, up to 23,314 square feet of floor area space would be allowed given the previous transfer of development rights. This is found by taking the 97,140 square feet permitted under the new designation and multiplying it by 24 percent, the amount of entitlements left after the original transfer of development rights.

6.1.3.2. Any development on the Property shall be limited to the General Institutional (GI) zoned portions of the Property and expressly prohibited on the areas of the Property designated Preservation/Conservation (PC).

6.1.3.3 Owner shall comply with the building intensities and height required by the Property's zoning and land use designations, unless otherwise modified herein.

6.1.4. Recording of Deed Restriction. Prior to the approval of a site plan or issuance of a development permit for the Property, Owner shall record a deed

restriction encumbering the Property in the official records of Pinellas County, Florida and deliver a copy of such recorded deed restriction to the County in accordance with the notice requirements set forth in Section 13 Notice. The deed restriction shall be approved as to form by the County Attorney (which approval shall not be unreasonably withheld) and shall generally describe the development limitations of this Agreement. In the event of a conflict between the language in the deed restriction and this Agreement, the Agreement shall control. The deed restriction shall be perpetual and may be amended or terminated only with the consent of the County through the Board of County Commissioners, which consent shall not be unreasonably withheld.

6.2. Obligations of the County.

6.2.1. Concurrent with the approval of this Agreement, the County amends the land use designation to Institutional (I) on the approximately 3.3 acres of uplands on the Property and amends the zoning category to General Institutional (GI) on the approximately 3.3 acres of uplands on the Property.

6.2.2. Concurrent with the approval of this Agreement, the County terminates the 2014 Deed Restriction as set forth in the Termination of Deed Restriction, attached hereto and incorporated herein as Exhibit E. Following execution by the County, Owner shall record the Termination of Deed Restriction in the official records of Pinellas County, Florida and deliver a copy to the County in accordance with the notice requirements set forth in Section 13 Notice.

6.2.3. County will process preliminary and final site plan applications for the Property that are consistent with this Agreement, and that meet the requirements of the Code at the time of the Effective Date of this Agreement.

6.2.4. The final effectiveness of the amendments referenced in Section 6.2.1 is subject to:

6.2.4.1. The provisions of Chapter 125 and 163, Florida Statutes, as they may govern such amendments; and

6.2.4.2. The expiration of any appeal periods or, if an appeal is filed, at the conclusion of such appeal.

Section 7. 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 the concurrency ordinance provisions applicable at the time of the Effective Date of this Agreement.

7.1 Potable water from the Pinellas County.

7.2 Sewer service from Pinellas County.

7.3 Fire protection from Pinellas County.

7.4 Drainage facilities for the parcel will be provided by Owner.

Section 8. Required Local Government Permits and Approvals. The required local government development permits and approvals for development of the Property include, without limitation, the following:

8.1. Site plan approval(s) and associated utility licenses and right-of-way utilization permits;

8.2. Construction plan approval(s);

8.3. Building permit(s);

8.4. Certificate(s) of occupancy; and

8.5. Countywide Plan Map Amendment.

Section 9. Consistency. The County finds that the proposed development of the Property is consistent with the Pinellas County Comprehensive Plan and land development regulations.

Section 10. Termination.

10.1. In the event of termination pursuant to Section 10.2 or failure to commence the development of the Property within the duration of the Agreement as defined in Section 5 above, the Property shall return to its current land use and zoning designations. Owner agrees to cooperate and not contest any administrative procedures necessary to implement restoration of the land use and zoning designations. This obligation survives the termination of the Agreement for the time necessary to accomplish the re-designations.

10.2. If Owner's obligations set forth in this Agreement are not followed in a timely manner, as determined by the County Administrator, after notice to Owner and an opportunity to be heard, existing permits shall be administratively suspended and issuance of new permits suspended until Owner has fulfilled its obligations. Failure to timely fulfill its obligations may serve as a basis for termination of this Agreement by the County, at the discretion of the County and after notice to Owner and an opportunity for Owner to be heard.

Section 11. Other Terms and Conditions. Except in the case of termination, until five (5) years after the Effective Date of this Agreement, the Property shall not be subject to subsequently adopted laws and policies unless the County has held a public hearing and determined:

11.1. They are not in conflict with the laws and policies governing the Development Agreement and do not prevent development of the land uses, intensities, or densities in this Agreement;

11.2. They 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;

11.3. They are specifically anticipated and provided for in this Agreement;

11.4. The County demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

11.5. This Agreement is based on substantially inaccurate information provided by Owner.

Section 12. Compliance with Law. The failure of this Agreement to address any particular permit, condition, term or restriction shall not relieve Owner from the necessity of complying with the law governing such permitting requirements, conditions, terms or restrictions.

Section 13. Notices. Notices and communications required or desired to be given under this Agreement shall be given to the parties by hand delivery, by nationally recognized overnight courier service such as Federal Express, or by certified mail, return receipt requested, addressed as follows (copies as provided below shall be required for proper notice to be given):

If to Owner: BOUDREAU, OLGA
5892 HAWKS CORNER
PALM HARBOR, FL 34685

With copy to: Todd Pressman
200 2nd Ave., South #451
St. Petersburg, FL 33701

If to County: Pinellas County Board of County Commissioners
c/o County Administrator
315 Court St.
Clearwater, FL 33756

With copy: Michael Zas, Pinellas County Attorney's Office
315 Court Street
Clearwater, Florida 33756

Properly addressed, postage prepaid, notices or communications shall be deemed delivered and received on the day of hand delivery, the next business day after deposit with an overnight courier service for next day delivery, or on the third (3rd) day following deposit in the United

States mail, certified mail, return receipt requested. The parties may change the addresses set forth above (including the addition of a mortgagee to receive copies of all notices), by notice in accordance with this Section.

Section 14. Right to Cure. Owner will not be deemed to have failed to comply with the terms of this Agreement until Owner shall have received notice from the County of the alleged non-compliance and until the expiration of a reasonable period after receipt of such notice to cure such non-compliance. Whether the time period has been reasonable shall be based on the nature of the non-compliance and shall be determined in the sole judgment of the County Administrator, reasonably exercised.

Section 15. Minor Non-Compliance. Owner will not be deemed to have failed to comply with the terms of this Agreement in the event such non-compliance, in the judgment of the County Administrator, reasonably exercised, as a minor or inconsequential nature.

Section 16. Covenant of Cooperation. The parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement and in achieving the completion of development of the Property.

Section 17. Approvals. Whenever an approval or consent is required under or contemplated by this Agreement, such approval or consent shall not be unreasonably withheld, delayed or conditioned. All such approvals and consents shall be requested and granted in writing.

Section 18. Completion of Agreement. Upon the completion of performance of this Agreement or its revocation or termination, the Owner or his successor 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 this document to the County in accordance with Section 13 Notice.

Section 19. 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.

Section 20. 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 and any reference in this Agreement to Owner includes Owner's successors or assigns. This Agreement was the production of negotiations between representatives for the County and Owner and the language of the Agreement should be given its plain and ordinary meaning and should not be construed against any party hereto. If any term or provision of this Agreement is susceptible to more than one interpretation, one or more of which render it valid and enforceable, and one or more of which would render it invalid or unenforceable, such term or provision shall be construed in a manner that would render it valid and enforceable.

Section 21. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall with the remainder of this Agreement continue unmodified and in full force and effect. Notwithstanding the foregoing, if such responsibilities of any party thereto to the extent that the purpose of this Agreement or the benefits sought to be received hereunder are frustrated, such party shall have the right to terminate this Agreement upon fifteen (15) days notice to the other parties.

Section 22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflict of laws principles of such state.

Section 23. Counterparts. This Agreement may be executed in counterparts, all of which together shall continue one and the same instrument.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement the date and year first above written.

End of Substantive Provisions, Signature Page to follow

WITNESSES:

Holly Sloan
Printed Name: Holly Sloan

Patricia Ann Stophel
Printed Name: Patricia Ann Stophel

OWNERS

La Mirage Beauty Salon, Inc.
By Olga Boudreau

By: [Signature]

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 3 day of November, 2023, by Olga Boudreau, who is personally known to me or who produced Drivers License as identification.



[Signature]
Notary Public
Patricia Ann Stophel

Print Notary Name
My Commission Expires:

ATTEST:

PINELLAS COUNTY, FLORIDA

KEN BURKE, CLERK

Deputy Clerk

By: Chairman
Board of County Commissioners

APPROVED AS TO FORM:

County Attorney

APPROVED AS TO FORM
By: Derrill McAteer
Office of the County Attorney

EXHIBIT "A"
PROPERTY

**La Mirage office complex 1 &
La Mirage office complex 2**

EXHIBIT B

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
NOTE: 2014087718 07/24/2014 at 08:20 AM
OFF REC REC: 18472 PG: 88-82
DocType:RST RECORDING: 944.00

Z-4-2-13

After Recording, Return to:
Katherine E. Coia, Esq.
Hill Ward Henderson
311 Park Place, Suite 240
Clearwater, FL 33759
Tel: (813)259-3900

DECLARATION OF RESTRICTIONS AND RESTATED AGREEMENT

THESE RESTRICTIONS ("Restrictions") are made on the date hereinafter set forth by LA. MIRAGE BEAUTY SALON, a Florida corporation, its successors or assigns ("Owner").

WITNESSETH:

WHEREAS, Owner owns real property located in Pinellas County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein ("Property"); and

WHEREAS, the Property was previously subject to a Development Agreement between Community Presbyterian Church of Tampa, Inc. and Pinellas County, dated February 9, 1999, which is recorded in the public records of Pinellas County at O.R. Book 10402, Page 1583 ("Original Agreement"); and

WHEREAS, Owner entered into a Reinstated, Reaffirmed and Amended Development Agreement, dated June 18, 2013, ("Amended and Restated Agreement") with Pinellas County, Florida ("County"), which is recorded in the public records of Pinellas County at O.R. Book 18063, Pages 1436-1441; and

WHEREAS, the Original Agreement requires restrictions of use evidenced in the public records; and

WHEREAS, the Owner desire to record these Restrictions as required by the Original Agreement; and

WHEREAS, these Restrictions reflect the development limitations provided in the Amended and Restated Agreement; and

NOW THEREFORE, Owner hereby declares that the Property described above shall be held, sold and conveyed subject to the following restrictions, covenants, limitations, and conditions, which shall run with the Property and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of the County.

The foregoing Recitals are true and correct and are incorporated into and form a part of these Restrictions.

ARTICLE I RESTRICTIONS

Section 1. The use of the Property shall be limited to a general professional office and its accessory uses with a maximum floor area of 14,690 sq. ft. and only for those uses as permitted by P-1 zoning but at no time shall the Property have more than 11,394 sq. ft. of Personal Service or Office Support use.

ARTICLE II MISCELLANEOUS

Section 1. Covenant Running With the Land. These Restrictions shall be a covenant running with the land, as provided by law, and shall be binding upon the undersigned, and the heirs, successors, and assigns of the undersigned, and all parties claiming under them.

Section 2. Governing Law. Any claim shall be governed by and interpreted in accordance with the laws of the state of Florida.

Section 3. Venue. Any action regarding the enforcement of these Restrictions shall be brought in the Circuit Court in Pinellas County, Florida.

Section 4. Waiver. The waiver or invalidity of any part of these Restrictions shall not effect the validity or enforceability of the remaining portions.

Section 5. Enforcement. The County shall have the right to specifically enforce these Restrictions and shall be entitled to all remedies at law or in equity in the event of Owner's non-compliance with the same. In the event the County rescinds the Conditional Use approved with the Development Agreement, the County may seek to initiate a land use plan amendment and zoning.

Section 6. Notices. All notices to be given to Owner pursuant to these Restrictions shall be delivered by regular U.S. mail as follows:

Owner: La Mirage Beauty Salon, Inc.
ATTN: Daniel Boudreau
3730 Tampa Road
Palm Harbor, FL 34684

With copy to: Katherine E. Cole, Esq.
Mill Ward Henderson PA
311 Park Place, Suite 240
Clearwater, FL 33759

Owner reserves the right to change its address by amendment to these Restrictions recorded in the Public Records of the county from time to time.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 16th day of JULY, 2014.

WITNESSES:

[Signature]
Printed Name: ANITA ROSA
[Signature]
Printed Name: JOAN SMITH

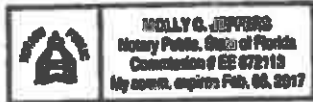
LA MIRAGE BEAUTY SALON,
INC., a Florida corporation

By *[Signature]*
Daniel Boudreau, President

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 15th day of JULY, 2014, by Daniel Boudreau, President of La Mirage Beauty Salon, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or produced as identification.



[Signature]
Notary Public

Print Name: MOLLY C. JEFFERS

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT 'A'

Land Description

Church Parcel:

A tract of land lying within the West 1/2 of the Northeast 1/4 of the Southeast 1/4 and the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 8, Township 28 South, Range 14 East, Pinellas County, Florida and being more particularly described as follows:

Commence at the southwest corner of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 8; thence North 80 deg. 28'28" West, along the West line of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 8, for 322.67 feet to the Point of Beginning; thence continue along said West line, North 80 deg. 28'28" West, for 428.00 feet; thence North 81 deg. 02'21" West, along the West line of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 8, for 389.63 feet to the easterly right of way line of State Road 554 as depicted in Deed Book 1286, page 113, of the Public Records of Pinellas County, Florida; thence South 65 deg. 21'48" West along said right of way line, for 101.71 feet; thence North 42 deg. 28'28" West, for 28.00 feet; thence leaving the right of way depicted in said Deed Book but continuing along said right of way line North 49 deg. 21'48" West, for 614.54 feet; thence leaving said right of way line South 28 deg. 28'27" West for 428.00 feet; thence North 80 deg. 08'08" West for 224.84 feet to the Point of Beginning.

And

Lot 2, LA MIRAGE OFFICE COMPLEX, as recorded in Plat Book 128, Pages 9 and 10, of the Public Records of Pinellas County, Florida. Together with all the tenements, improvements, and appurtenances thereto belonging or in anywise appertaining.

EXHIBIT C

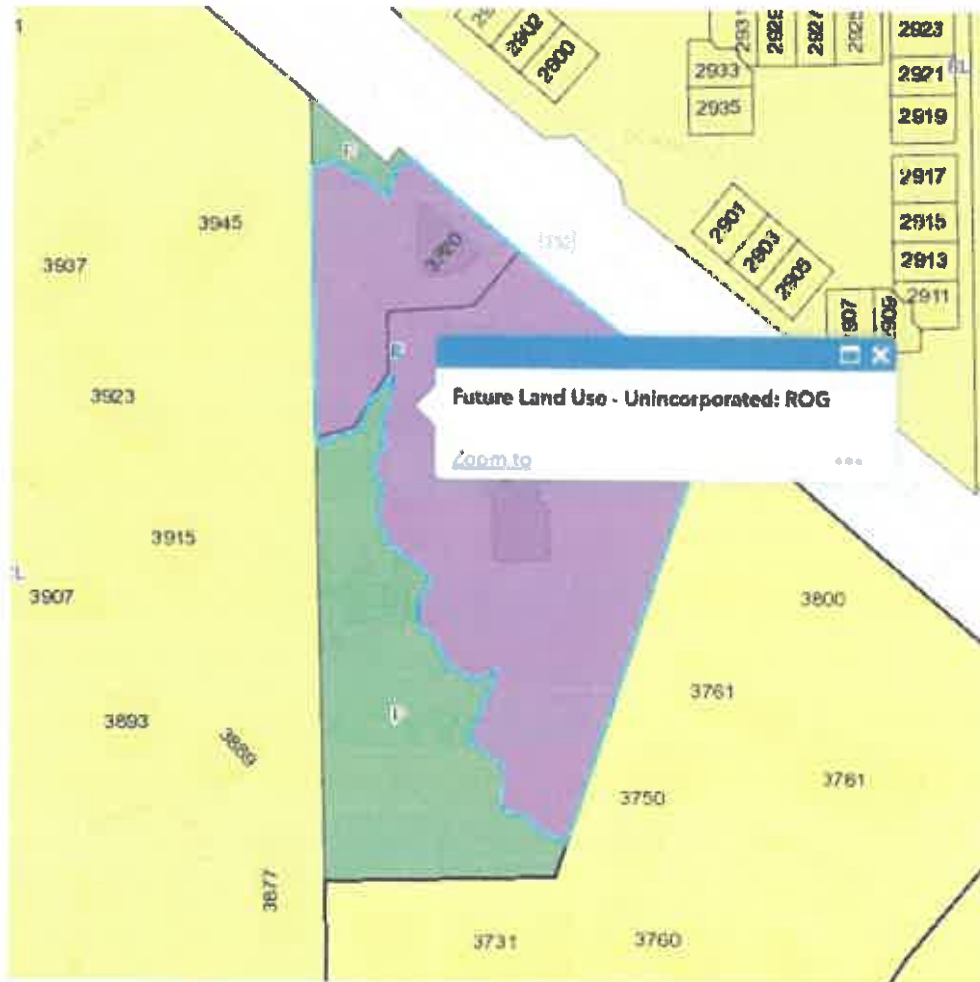


EXHIBIT D

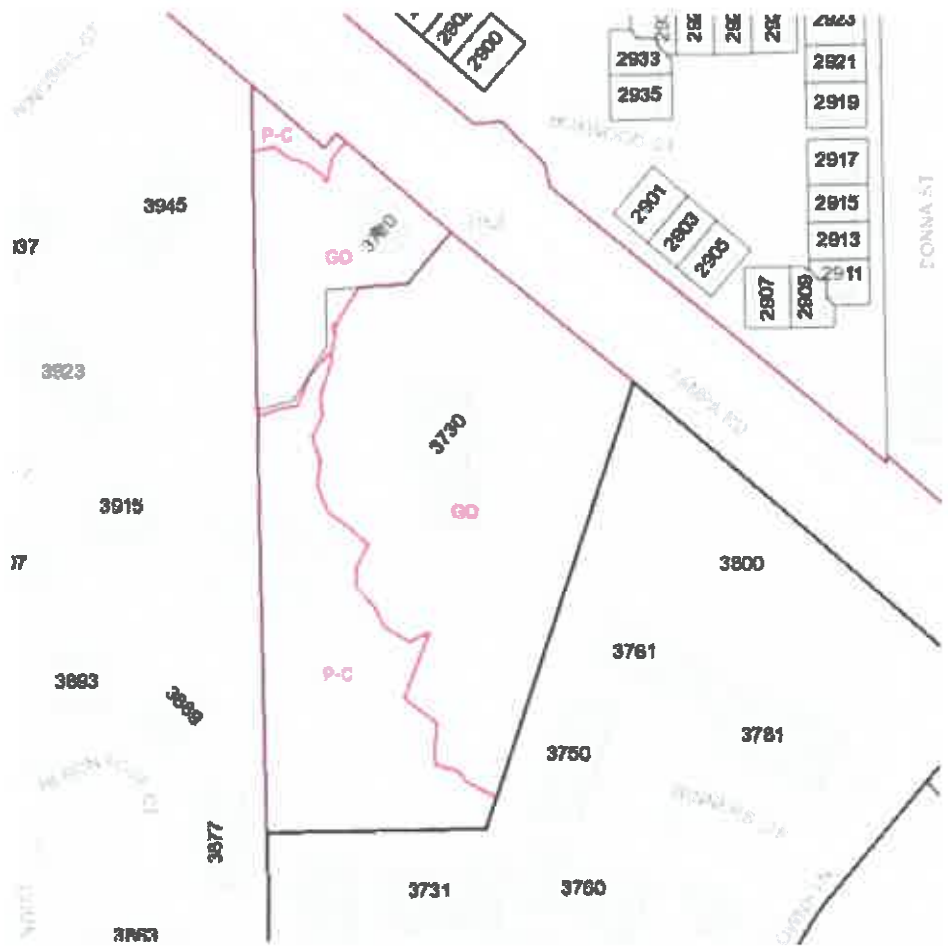


EXHIBIT E

TERMINATION OF DEED RESTRICTION

WHEREAS, La Mirage Beauty Salon, Inc., whose address is 3720 and 3730 Tampa Road, Palm Harbor, FL ("Owner") is the owner of two (2) parcels of real property, located at 3720 Tampa Road and 3730 Tampa Road, Palm Harbor, Florida 34684, with parcel identification numbers 08-28-16-47437-000-0020 and 08-28-16-47437-000-0010 and as more particularly described in Exhibit "1" attached hereto ("Property"); and

WHEREAS, the Property was previously subject to a Development Agreement between the prior owner, Community Presbyterian Church of Tampa, Inc., and Pinellas County ("County"), dated February 9, 1999, which is recorded in the public records of Pinellas County at O.R. Book 10402, Page 1583; and

WHEREAS, Owner entered into a Reinstated, Reaffirmed and Amended Development Agreement, dated June 18, 2013, with Pinellas County, which is recorded in the public records of Pinellas County at O.R. Book 18063, Pages 1436-1441 ("2013 Development Agreement"); and

WHEREAS, the 2013 Development Agreement required the Owner to record a deed restriction prior to the approval of a site plan or the issuance of a development permit for the Property; and

WHEREAS, on July 24, 2014, Owner recorded a Declaration of Restrictions and Restated Agreement in the public records of Pinellas County at O.R. Book 18472, Pages 58-62, ("2014 Deed Restriction"); and

WHEREAS, Owner and the County desire to enter into a new development agreement ("2023 Development Agreement") for a land use and zoning change to the Property; and

WHEREAS, the 2023 Development Agreement requires the termination of the 2014 Deed Restriction and the execution and recordation of a new deed restriction to reflect the development restrictions contained therein; and

WHEREAS, the 2013 Development Agreement allows the County to terminate the 2014 Deed Restriction.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pinellas County, Florida that:

1. The 2014 Deed Restriction is hereby terminated.
2. As required by the 2023 Development Agreement, prior to the approval of a site plan or issuance of a development permit for the Property, Owner shall record a deed restriction

encumbering the Property in the official records of Pinellas County, Florida and deliver a copy of such recorded deed restriction to the County.

3. This Termination of Deed Restriction shall become effective upon recordation in the public records of Pinellas County, Florida.

SIGNED AND DELIVERED

IN THE PRESENCE OF:

ATTEST:	KEN BURKE Clerk of the Circuit Court	PINELLAS COUNTY, FLORIDA by and through its Board of County Commissioners
By:	Deputy Clerk	Janet Long, Chair
	(Official Seal)	APPROVED AS TO FORM By: <u>Derrill McAteer</u> Office of the County Attorney

EXHIBIT 1

**LA MIRAGE OFFICE COMPLEX LOT 1 AND LA MIRAGE OFFICE COMPLEX
LOT 2**

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