

ORDINANCE NO. 451-H

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT FOR PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 72ND STREET AND 22ND AVENUE NORTH AND ADJACENT TO THE PINELLAS TRAIL; RECOGNIZING THAT THE SUBJECT AGREEMENT IS BY AND BETWEEN ST PETE'S LLC, A CORPORATE SOLE (OWNER), JUNGLE TERRACE LAND COMPANY, A FLORIDA LIMITED LIABILITY COMPANY (DEVELOPER), AND CITY OF ST. PETERSBURG, FLORIDA, A FLORIDA MUNICIPAL CORPORATION; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. A Development Agreement associated with approximately 29.11 acres of land generally located at the southeast corner of 72nd Street and 22nd Avenue North and adjacent to the Pinellas Trail:

Property

Legal Description:

The North 245.16 feet of Lot 1, and all of Lots 2 through 7, inclusive, Block 1, TYRONE PLANNED INDUSTRIAL DISTRICT, according to the map or plat thereof recorded in Plat Book 34, Pages 56 and 57 of the Public Records of Pinellas County, Florida.

Parcel ID Numbers:

07-31-16-93168-001-0070; 07-31-16-93168-001-0060; 07-31-16-93168-001-0050;
07-31-16-93168-001-0030; 07-31-16-93168-001-0020; 07-31-16-93168-001-0010

SECTION 2. The subject agreement is by and between St Pete's LLC, a corporate sole (owner), Jungle Terrace Land Company, a Florida limited liability company (developer), and City of St. Petersburg, Florida, a Florida municipal corporation.

SECTION 3. The Mayor, or his designee, is authorized to execute the Amendment to the Development Agreement on behalf of the City.

SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth (5th) business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective

immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

APPROVED AS TO FORM AND SUBSTANCE:

/s/ Elizabeth Abernethy

PLANNING & DEVELOPMENT SERVICE DEPARTMENT

DATE



1/22/2021

ASSISTANT CITY ATTORNEY

DATE

ATTACHMENT A

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this ____ day of _____ 2021, by and between ST PETE'S LLC, a Corporation Sole, whose mailing address is 1515 DES PERES RD STE 300 St. Louis MO 63131-1846 (hereinafter "Owner"), JUNGLE TERRACE LAND COMPANY, a Florida Limited Liability Company, whose mailing address is 1281 S. Lincoln Avenue Clearwater, Florida 33756 (hereinafter the "Developer") and the CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation, whose mailing address is P. O. Box 2842, St. Petersburg, Florida 33731 (hereinafter the "City") (collectively hereinafter "the Parties").

WITNESSETH:

WHEREAS, Owner is the fee simple title owner of approximately 29.11 acres of land located at 1501 72nd Street North, St. Petersburg, Florida 33710 within the boundaries of the City, the legal description of which is attached hereto as Exhibit "A" (hereinafter the "Property"); and

WHEREAS, Owner has contracted to sell the Property and Developer has contracted to purchase the Property; and

WHEREAS, Developer desires to develop approximately 29.11 acres of the Property described on Exhibit "A" attached hereto as permitted in the City's Neighborhood Corridor Commercial Suburban (CCS-1) zoning district with a Planned Redevelopment - Mixed Use (PR-MU) comprehensive land use designation; and

WHEREAS, Developer has filed an application with the City requesting a Comprehensive Plan Amendment to change the Future Land Use Plan Category for the Property from Industrial Limited (IL) to a Planned Redevelopment - Mixed Use (PR-MU); and

WHEREAS, Developer has filed a rezoning application with the City to change the zoning of the Property from Industrial Suburban (IS) to Corridor Commercial Suburban (CCS-1); and

WHEREAS, Owner, Developer and the City desire to establish certain terms and conditions relating to the proposed development of the Property in accordance with Sections 163.3220-163.3243, Florida Statutes, the Florida Local Government Development Agreement Act (hereinafter the "Act"); and

WHEREAS, in accordance with the Act and Section 16.05 of the City's LDRs, the City is duly authorized to enter this Agreement; and

WHEREAS, the Developer acknowledges that the requirements and conditions of this Agreement result from the impacts of the Project on the City's stated planning goals related to employment and affordable housing, are reasonably attributable to the development of the Project, are based upon comparable requirements and commitments that the City or other agencies of government would reasonably expect to require a developer to expend or provide, and are consistent with sound and generally accepted land use planning and development practices and principles; and

WHEREAS, the first properly noticed public hearing on this Agreement was held by the Community Planning and Preservation Commission on December 8, 2020; and

WHEREAS, the first properly noticed reading of this Agreement was held by the City Council on **TBD**; and

WHEREAS, the second properly noticed reading of and public hearing on this Agreement was held by the City Council on **TBD**; and

WHEREAS, the Developer desires to develop the Property in accordance with the conditions and limitations set forth in this Agreement.

DEFINITIONS

The terms defined in this Agreement shall have the following meanings, except as herein otherwise expressly provided:

“Agreement” means this Development Agreement, including any Exhibits, and any amendments hereto or thereto.

“Authorized Representative” means the person or persons designated and appointed from time to time as such by the Owner, Developer, or the City.

“City Council” means the governing body of the City, by whatever name known or however constituted from time to time.

“City's Comprehensive Plan” means the City of St. Petersburg Comprehensive Plan, as most recently amended prior to the date hereof.

“City's LDRs” means the City of St. Petersburg Land Development Regulations, as most recently amended prior to the date hereof.

“Development” means all improvements to real property, including buildings, other structures, parking and loading areas, landscaping, paved or graveled areas, and areas devoted to exterior display, storage, or activities. Development includes improved open areas such as plazas and walkways, but does not include natural geologic forms or unimproved real property.

“Development Permit” includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

“Exhibits” means those agreements, diagrams, drawings, specifications, instruments, forms of instruments, and other documents attached hereto and designated as exhibits to, and incorporated in and made a part of, this Agreement.

“Florida Statutes” means all references herein to "Florida Statutes" are to Florida Statutes (2020), as amended from time to time.

“Governmental Authority” means the City, the County or any other governmental entity having regulatory authority over the Project and that issues a Development Permit for the Project to be constructed and opened for business.

“Project” means the proposed development to be located on the Property as contemplated by this Agreement.

“Property” means the real property more particularly described in the legal description in Exhibit “A”.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants and mutual promises hereinafter set forth, the Parties agree as follows:

1. **Recitals, Definitions, and Exhibits.** The foregoing recitations are true and correct and are hereby incorporated herein by reference. The foregoing Definitions are hereby incorporated herein by reference. All exhibits to this Agreement are essential to this Agreement and are hereby deemed a part hereof.

2. **Intent.** It is the intent of the Parties that this Agreement shall be adopted in conformity with the Act and that this Agreement should be construed and implemented so as to effectuate the purposes and intent of the Act. This Agreement shall not be executed by or binding upon any Party until adopted in conformity with the Act.

3. Recording and Effective Date. After the Agreement has been executed by the Parties, and after the date the Comprehensive Plan Amendment and Zoning Designation Amendment become effective, the City shall record the Agreement in the Public Records of Pinellas County, Florida, at the Developer's expense and shall forward a copy of the recorded Agreement to the Florida Department of Community Affairs ("DCA"). Thirty (30) days after receipt of the recorded Agreement by the DCA, this Agreement shall become effective (the "Effective Date").

4. Duration. The initial term of this Agreement shall be for twenty (20) years from the Effective Date. Owner and Developer agree that this Agreement may be extended by the City at the end of the initial term for an additional ten (10) year renewal term, subject to all necessary requirements in accordance with the Florida Statutes and the City's then-existing LDRs.

5. Permitted Development Uses and Building Intensities.

(a) Permitted Development Uses. The Property currently holds an IS zoning on the City's zoning map and Industrial future land use designation in the Comprehensive Plan. Developer has applied to the City to rezone the Property from IS to CCS-1, with a concurrent application to amend the future land use designation from Industrial to PR-MU. Conditional upon such rezoning and land use plan amendments being adopted, the Property may be used for the purposes permitted in the applicable zoning districts subject to the additional limitations and conditions set forth in this Agreement.

(b) Maximum Density, Intensity, and Height of Proposed Uses. For the purposes of this Development Agreement, maximum density, intensity, and height shall be as provided by the City of St. Petersburg City Code, including the City's LDRs, and all applicable laws and regulations of the State of Florida, including but not limited to the Florida Statutes, the Florida Building Code, and all applicable regulations of the Florida Department of Transportation. A workforce housing density bonus of eight (8) units per acre is also allowable, subject to the City's Workforce Housing Ordinance. In accordance with the CCS-1 zoning designation, building height is limited to 48 feet; however, additional building height can be achieved pursuant to the Large Tract Planned Development Overlay regulations, set forth in Chapter 16 of the City Code.

(c) Limitations and Conditions on Use. The development uses proposed on the Property and their approximate sizes include a 150,000 square feet (minimum) Sports Tourism Facility, ancillary retail/restaurant uses, multi-family buildings comprised of not more than 623 apartment units with a minimum of 30% of the units being workforce housing, and a public lagoon with beach area; the combined intensity shall not exceed 0.55 FAR and the total density shall not exceed 623 units. Owner and Developer agree that the following limitations and conditions shall apply to any site plan approved for the Property:

(1) Developer shall construct the Sports Tourism Facility prior to or concurrently with the multi-family buildings, and shall obtain the Certificate of Completion (CC) for the shell of the Sports Tourism Facility prior to or concurrently with the issuance of the Certificate of Occupancy (CO) for the first multi-family building. Nothing contained herein shall prevent the City from issuing no more than one (1) Temporary Certificate of Occupancy (TCO) for not more than six (6) months for first multi-family building.

(2) Prior to the issuance of a building permit for any multi-family building, Developer shall enter into a workforce housing bonus density agreement, providing that a minimum of 30% of the multi-family residential units meet all the requirements as workforce housing units, in accordance with City Code Chapter 17.5.

(3) Developer shall provide a public pedestrian/bicycle connection through the site connecting the Pinellas trail to 72nd Street prior to the issuance of the first CO for the Sports Tourism Facility. Design for the public pedestrian/bicycle connection shall be reviewed and approved by the Transportation and Parking Management Department prior to site plan approval by the City's Development Review Commission.

6. Public Facilities; Traffic Concurrency. The following existing and needed public facilities are identified as serving the Project:

(a) Potable Water: The City will provide potable water to the Project site. Sufficient supply capacity is available to service the Project, consistent with the requirements of the City's concurrency management regulations.

(b) Sanitary Sewer: The City will provide sanitary sewer service to the Project site. Sufficient treatment capacity is available to service the Project, consistent with the requirements of the City's concurrency management regulations.

(c) Stormwater Management: Stormwater management level of service is project-dependent rather than based on the provision and use of public facilities and is not directly provided by the City. The design and construction of the proposed stormwater facilities on the Project site shall be in compliance with the requirements of the City of St. Petersburg City Code and the Southwest Florida Water Management District, shall meet concurrency requirements for stormwater, and shall not result in degradation of the level of service below City's adopted level of service.

(d) Law Enforcement: Law Enforcement protection will be provided by the City of St. Petersburg Police Department using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

(e) Fire Protection and Emergency Medical Service: Fire protection and emergency medical services will be provided by the City using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

(f) Library Facilities and Services: Library facilities and services will be provided by the City using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements and no new public library facilities will be needed to service the Project.

(g) Public Schools: Public school facilities and services will be provided by the Pinellas County School Board. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements and no new public facilities will be needed to service the Project.

(h) Solid Waste: Solid waste collection services will be provided by the City using facilities, equipment and service capacity already in place, while waste disposal services will be handled by Pinellas County. Capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

(i) Transportation/Mass Transit: The determination of adequacy of public facilities, including transportation facilities, to serve the proposed development shall be made in accordance with the City's Concurrency requirements in existence as of the date of this Agreement.

(j) Utility Improvements: Utility improvements necessary to provide service to a structure shall be constructed by Developer at Developer's expense prior to issuance of certificates of occupancy for the structure.

7. Reservation or Dedication of Land. Owner and Developer shall not be required to reserve or dedicate land within the Property for municipal purposes other than: (a) public utility easements for utilities servicing the Property; (b) as applicable for roadways and other transportation facilities; (c) public pedestrian/bicycle connection from Pinellas Trail to 72nd Street North; and (d) subject to reasonable reservation and dedications during site plan review and approval.

8. Local Development Permits. The following local development approvals will be required to develop the Property for uses permitted in the CCS-1 zoning districts:

- (a) Site plan approval;
- (b) Final site plan approval;

- (b) Water, sewer, paving and drainage permits;
- (c) Building permits;
- (d) Certificates of Occupancy;
- (e) Certificates of Concurrency;
- (f) Any other development permits that may be required by City ordinances and regulations; and
- (g) Such other City, County, State or Federal permits as may be required by law.

9. Consistency with Comprehensive Plan. Conditional upon such rezoning and land use plan amendments being adopted as contemplated in Paragraph 5.(a) of this Agreement, Development of the Property for the uses allowed in the CCS-1 zoning district must be consistent with the City's Comprehensive Plan.

10. Necessity of Complying with Local Regulations Relative to Permits. The Parties agree that the failure of this Agreement to address a particular permit, condition, fee, term or restriction shall not relieve Owner and/or Developer of the necessity of complying with regulations governing said permitting requirements, conditions, fees, terms or restrictions.

11. Binding Effect. The obligations imposed pursuant to this Agreement upon the Parties and upon the Property shall run with and bind the Property as covenants running with the Property. This Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees and assigns, which shall include, but are not limited to, Sembler. Notwithstanding the foregoing, the rights and obligations under this Agreement of the Owner of the Property shall pass to Developer upon the closing of Developer's purchase of the Property from such Owner, and the Owner of the Property shall be relieved of any further obligations under this Agreement upon Developer's acquisition of title to the Property.

12. Preliminary Concurrency and Comprehensive Plan Findings. The City has preliminarily determined that the concurrency requirements of Sections 16.03.050 and 16.03.060 of the City's LDRs and the City's Comprehensive Plan will be met for the Project, further subject to any approvals set forth in Paragraph 8 of this Agreement. The City has preliminarily found that the Project and this Agreement are consistent with and further the goals, objectives, policies and action strategies of the City's Comprehensive Plan and with the City's LDRs, further subject to any approvals set forth in Paragraph 8 of this Agreement. Nothing herein shall be construed by any Party as an approval, express or implied, for any action set forth in Paragraph 8 of this Agreement.

13. Disclaimer of Joint Venture. The Parties represent that by the execution of this Agreement it is not the intent of the Parties that this Agreement be construed or deemed to represent a joint venture or common undertaking between any Parties, or between any Party and any third party. While engaged in carrying out and complying with the terms of this Agreement, Owner and Developer are independent principals and not contractors for or officers, agents, or employees of the City. Neither Owner nor Developer shall at any time or in any manner represent that it or any of its agents or employees are employees of the City.

14. Amendments. The Parties acknowledge that this Agreement may be amended by mutual consent of the Parties subsequent to execution in accordance with Section 163.3237, Florida Statutes and Section 16.05 of the City's LDRs. All amendments to this Agreement shall be ineffective unless reduced to writing and executed by the Parties in accordance with the City's LDRs.

15. Notices. All notices, demands, requests for approvals or other communications given by any Party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, by a recognized national overnight courier service, or by facsimile transmission to the office for each Party indicated below and addressed as follows:

- (a) **To the Owner:**
ST PETE'S LLC, a Corporation Sole,
Attn: TBD
1515 DES PERES RD STE 300
St. Louis MO 63131-1846

With a copy to:

- (b) **To the Developer:**
Attn: Les Porter
JUNGLE TERRACE LAND COMPANY
A FLORIDA LIMITED LIABILITY COMPANY
1281 S. Lincoln Avenue
Clearwater Florida 33756

With a copy to:
Brian J. Aungst, Jr., Esq. and J. Matthew Marquardt, Esq.
Macfarlane Ferguson & McMullen, P.A.
625 Court Street, Suite 200
Clearwater, FL 33756

- (c) **To the City:**
City of St. Petersburg
Attn: Derek Kilborn, Manager
Urban Planning, Design and Historic Preservation Division
City of St. Petersburg Planning and Development Services Dept
One 4th Street North
St. Petersburg, FL 33701

With a copy to:
City Attorney's Office, City of St. Petersburg
Attn: Michael Dema, Managing Assistant City Attorney – Land Use & Environmental Matters
Municipal Services Center
One 4th Street North
St. Petersburg, FL 33701

16. Effectiveness of Notice. Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the fifth (5) business day after mailing. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Paragraph. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other Parties and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular Party hereto, all other Parties may rely upon the last address given. Notices given by facsimile transmission shall be effective on the date sent.

17. Default. In the event any Party is in default of any provision hereof, any non-defaulting Party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting Party written notice of the same pursuant to this Agreement. The defaulting Party shall have thirty (30) business days from the receipt of such notice to cure the default. If the defaulting Party timely cures the default, this Agreement shall continue in full force and effect. If the defaulting Party does not timely cure such default, the non-defaulting Party shall be entitled to pursue its remedies available at law or equity.

18. Non-Action on Failure to Observe Provisions of this Agreement. The failure of any Party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any Exhibit hereto, or any other agreement, instrument or document of whatever form or nature contemplated hereby shall not be deemed a waiver of any right or remedy that the Party may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

19. Applicable Law and Venue. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. Venue for any proceeding arising under this Agreement shall be in the Sixth Judicial Circuit, in and for Pinellas County, Florida, for State actions and in the United States District Court for the Middle District of Florida for federal actions, to the exclusion of any other venue.

20. Construction. This Agreement has been negotiated by the Parties, and the Agreement, including, without limitation, the Exhibits, shall not be deemed to have been prepared by any Party, but by all equally.

21. Entire Agreement.

(a) This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral. With the exception of conditions that may be imposed by the City in approving any Development Permit, no Party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement, and this Agreement may not be amended or modified except by written instrument signed by the Parties hereto, in accordance with this Agreement, Florida Statutes Section 163.3237, and Section 16.05 of the City's LDRs.

(b) Any provisions of this Agreement shall be read and applied in para materia with all other provisions hereof.

22. Holidays. It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed by the City, it shall be postponed to the next following business day.

23. Certification. The Parties shall at any time and from time to time, upon not less than ten (10) days prior notice by the other Party execute, acknowledge and deliver to the other Party (and, in the case of the City, to a Project Lender) a statement in recordable form certifying that this Agreement has not been modified and is in full force and effect (or if there have been modifications that this Agreement as modified is in full force and effect and setting forth a notation of such modifications), and that to the knowledge of such Party, neither it nor any other Party is then in default hereof (or if another Party is then in default hereof, stating the nature and details of such default), it being intended that any such statement delivered pursuant to this Paragraph may be conclusively relied upon by any prospective purchaser, mortgagee, successor, assignee of any mortgage or assignee of the respective interest in the Project, if any, of any Party made in accordance with the provisions of this Agreement.

24. Termination. This Agreement shall automatically terminate and expire upon the occurrence of the first of the following:

(a) The expiration of twenty (20) years from the Effective Date of this Agreement, as defined herein, unless the City extends the initial term for an additional ten (10) year renewal term pursuant to the terms of this Agreement and subject to all necessary requirements in accordance with the Florida Statutes and the City's then-existing LDRs; or

(b) The revocation of this Agreement by the City Council in accordance with Section 163.3235, Florida Statutes and Section 16.05 of the City's LDRs; or

(c) The execution of a written agreement by all Parties, or by their successors in interest, providing for the cancellation and termination of this Agreement.

25. Deadline for Execution. The Owner and Developer shall execute this Agreement prior to the date on which the City Council considers this Agreement for final approval.

26. 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 Project site, including processing amendments to this Agreement.

27. Approvals.

(a) For the purposes of this Agreement any required written permission, consent, approval or agreement ("Approval") by the City means the Approval of the Mayor or his designee unless otherwise set forth herein and such approval shall be in addition to any and all permits and other licenses required by law or this Agreement.

(b) For the purposes of this Agreement any right of the City to take any action permitted, allowed or required by this Agreement, may be exercised by the Mayor or his designee, unless otherwise set forth herein.

28. Partial Invalidity. 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 by a court of competent jurisdiction, shall not be affected thereby and shall with the remainder of this Agreement continue unmodified and in full force and effect.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

30. Failure of Development to Occur as Proposed. If development of the Property does not occur as proposed under this Agreement, both the City and the property owner have the right to initiate the process to change the land use and zoning designations of the Property to the designations that existed at the time of execution of this Agreement.

31. Cancellation. This Agreement shall become null and void as to any portion of the Property if any of the following occur: (1) the Developer fails to obtain the rezoning or Comprehensive Plan Amendment as more fully set forth above; (2) the Future Land Use designation of the Residential Property or any portion thereof changes to any designation other than PR-MU; (3) the zoning of the Property or any portion thereof changes to any designation other than CCS-1.

32. Third Party Beneficiaries. The rights and obligations of the Parties set forth in this Agreement are personal to the Parties, and no third parties are entitled to rely on or have an interest in any such rights and obligations.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ATTEST:

CITY CLERK

CITY
CITY OF ST. PETERSBURG, FLORIDA

By: _____

As Its: _____

_____ day of _____, 2021

Approved as to form and content

By Office of City Attorney

00538195.docx

OWNER
ST PETE'S LLC, a Corporation Sole,
1515 DES PERES RD STE 300 St. Louis MO 63131-1846

WITNESSES:

sign _____

By: _____

print _____

print _____

sign _____

title _____

print _____

date _____

**DEVELOPER
JUNGLE TERRACE LAND COMPANY
1281 S. LINCOLN AVENUE CLEARWATER, FL 33756
A FLORIDA LIMITED LIABILITY COMPANY**

WITNESSES:

sign _____

By: _____

print _____

print _____

sign _____

title _____

print _____

date _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 2021,
by _____ on behalf of ST PETE’S LLC St. Petersburg, a Corporation Sole, who is
personally known to me or produced _____ as identification.

NOTARY PUBLIC:

sign _____

print _____

State of Florida at Large

My Commission Expires:

(SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 2021,
by _____, as _____ of JUNGLE TERRACE LAND
COMPANY, a Florida corporation, on behalf of the corporation, who is personally known to me or produced
_____ as identification.

NOTARY PUBLIC:

sign _____

print _____

State of Florida at Large

My Commission Expires:

(SEAL)