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# FUTURE LAND USE PLAN CHANGE REZONING

Application No. \_\_\_\_\_  
(To Be Assigned)

All applications are to be filled out completely and correctly. The application shall be submitted to the City of St. Petersburg's Planning and Economic Development Department, located on the 8<sup>th</sup> floor of the Municipal Services Building, One Fourth Street North, St. Petersburg, Florida.

## GENERAL INFORMATION

### APPLICATION

Date of Submittal:

Street Address: 0 Gandy Blvd

Parcel ID or Tract Number: 23-30-16-30373-000-0010 (part of)

Zoning Classification: Present: EC-1 Proposed: CCS-2

Future Land Use Plan Category: Present: IL Proposed: PR-C

**NAME of APPLICANT (Property Owner):** Jabil Inc.

Street Address: 10560 Dr. Martin Luther King Jr. St. N.

City, State, Zip: St. Petersburg, FL 33716

Telephone No:

Email Address: john\_matzke@jabil.com

**NAME of any others PERSONS (Having ownership interest in property):** Greystar Development East, LLC

Specify Interest Held: contract to purchase

Is such Interest Contingent or Absolute: contingent

Street Address: 788 East Las Olas Blvd., Suite 201

City, State, Zip: Fort Lauderdale, Florida 33301

Telephone No:

Email Address: lstoneburner@greystar.com and david.king@greystar.com

**NAME of AGENT OR REPRESENTATIVE:** R. Donald Mastry, Trenam Law

Street Address: 200 Central Ave., Suite 1600

City, State, Zip: St. Petersburg, FL 33701

Telephone No: 727-824-6140

Email Address: dmastry@trenam.com

## AUTHORIZATION

Future Land Use Plan amendment and / or rezoning requiring a change to the Countywide Map	\$ 2,400.00
Future Land Use Plan amendment and / or rezoning NOT requiring a change to the Countywide Map	\$ 2,000.00
Rezoning only	\$ 2,000.00

Cash or credit card or check made payable to the "City of St. Petersburg"

The UNDERSIGNED CERTIFIES that the ownership of all property within this application has been fully divulged, whether such ownership be contingent or absolute, and that the names of all parties to any contract for sale in existence or any options to purchase are filed with the application. Further, this application must be complete and accurate, before the public hearings can be advertised, with attached justification form completed and filed as part of this application.

Signature: R. Donald Mastry, as agent

Must be signed by title holder(s), or by an authorized agent with letter attached.

Date: May 14, 2021



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# FUTURE LAND USE PLAN CHANGE REZONING

**NARRATIVE** (PAGE 1 of 1)

## NARRATIVE

### PROPERTY INFORMATION:

Street Address: 0 Gandy Blvd

Parcel ID or Tract Number: 23-30-16-30373-000-0010 (part of)

Square Feet: 781,466

Acreage: 17.94

Proposed Legal Description: see attached map

Is there any existing contract for sale on the subject property: yes

If so, list names of all parties to the contract: Greystar Development East, LLC and Jabil Inc.

Is contract conditional or absolute: contingent

Are there any options to purchase on the subject property: no

Is so, list the names of all parties to option: n/a

### REQUEST:

The applicant is of the opinion that this request would be an appropriate land use and / or rezoning for the above described property, and conforms with the Relevant Considerations of the Zoning Ordinance for the following reasons:

see attached narrative



# AFFIDAVIT TO AUTHORIZE AGENT

**I am (we are) the owner(s) and record title holder(s) of the property noted herein**

Property Owner's Name:

Jabil Inc.

**"This property constitutes the property for which the following request is made**

Property Address: 0 Gandy Blvd

Parcel ID#: 23-30-16-80373-000-0010

Request: All approvals needed in connection with the redevelopment of the property, including, without limitation, land use/zoning changes and site plan approval.

**"The undersigned has(have) appointed and does(do) appoint the following agent(s) to execute any application(s) or other documentation necessary to effectuate such application(s)**

Agent's Name(s): R. Donald Mastry, Trenam Law

**This affidavit has been executed to induce the City of St. Petersburg, Florida, to consider and act on the above described property**

**I(we), the undersigned authority, hereby certify that the foregoing is true and correct**

Signature (owner):

SERGIO CADAUID  
Printed Name

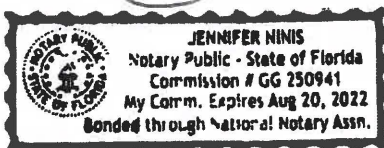
Sworn to and subscribed on this date

Identification or personally known:

Notary Signature:

Date: 3/29/2021

Commission Expiration (Stamp or date):



## Mathew S. Poling

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**From:** Mathew S. Poling  
**Sent:** Tuesday, May 4, 2021 3:24 PM  
**To:** 'variance@stpetecona.org'  
**Cc:** Derek Kilborn - City of St. Petersburg (derek.kilborn@stpete.org); R. Donald Mastry  
**Subject:** Notice of Intent to File- NW corner of Gandy Blvd and I-275  
**Attachments:** Application for Land Use and Zoning Change.PDF

Please see the attached application which the applicant named therein intends to file regarding the referenced property. If you have any questions about this matter, feel free to contact me.

Thanks,

Matt



**MATHEW S. POLING | ATTORNEY**

Dir: 813-227-7439 | Fax: 813-227-0406 | [email](#) | [vcard](#) | [bio](#)



101 East Kennedy Boulevard, Suite 2700, Tampa, FL 33602

200 Central Avenue, Suite 1600, St. Petersburg, FL 33701

Main: 813-223-7474 (Tampa) or 727-896-7171 (St. Pete) | [www.trenam.com](http://www.trenam.com)

Please visit our website for the latest in [COVID-19 Legal Updates](#).

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- Adult Signature Required \$ \_\_\_\_\_
- Adult Signature Restricted Delivery \$ \_\_\_\_\_

**Postage**

**FICO**

**Total \$ 3301 24<sup>th</sup> Ave. S**

**Sent to St Petersburg, FL 33712**

**Street**

**City, State**



MSPI-20-2860

PS Form 3800, April 2015; PSN 7538-02-000-9047 See Reverse for Instructions

**NARRATIVE IN SUPPORT OF APPLICATION FOR LAND USE AND ZONING  
CHANGE**

Greystar Development East, LLC (“Developer”) is the contract purchaser of the approximately 93.38 acres of land located at the northwest corner of Gandy Blvd and I-275 in St. Petersburg, known as Pinellas County Property Appraiser’s Parcel Number 23-30-16-30373-000-0010 (the “Property”). The Developer is requesting amending the Future Land Use Map and Zoning Map designations of an approximately 17.94 acre portion of the Property shown on **Exhibit A** (the “Amendment Area”) attached hereto and incorporated herein, from Industrial Limited (IL) to Planned Redevelopment-Commercial (PR-C), and Employment Center-1 (EC-1) to Corridor Commercial Suburban-2 (CCS-2), respectively. No change is proposed to the existing Activity Center and Target Employment Center Overlays.

The Amendment Area is proposed to be developed with an approximately 400 unit multifamily residential project and the remainder of the Property is proposed to be developed with an approximately 500,000-600,000 sf industrial project. Additionally, the Developer is proposing entering into the attached development agreement with the City of St. Petersburg, which would obligate the Developer to:

- Construct at least 200,000 sf of industrial uses prior to or concurrently with any multifamily uses; and
- Provide at least 20% of the multifamily units as workforce housing.

The proposed industrial project will be the largest industrial development that Pinellas County has seen in some time. The Developer estimates that upon build out, the industrial project will result in at least 3,300 jobs.

Finally, the Developer is requesting the termination of the existing Development Agreement applicable to the Property dated October 1, 2010, recorded in Official Records Book 17070, Page 2072, Public Records of Pinellas County, Florida, which relates to a project that was never constructed.

Sec. 16.70.040.1.1 of the City of St. Petersburg Land Development Code (the “Code”) sets forth the process for amendments to the Future Land Use Map and Zoning Map.

**Discussion of Standards of Review for Amendments to the Future Land Use Map and  
Zoning Map**

(Sec. 16.70.040.1.1.E of the Land Development Code)

1. *Compliance of the proposed use with the goals, objectives, polices and guidelines of the Comprehensive Plan.*

The amendments and proposed use are consistent with the Comprehensive Plan, including, without limitation, those provisions listed and discussed on **Exhibit B** attached hereto and incorporated herein by reference.

2. *Whether the proposed amendment would adversely affect environmentally sensitive lands or properties which are documented as habitat for the listed species as defined by the conservation element of the Comprehensive Plan.*

The amendments will not have this affect as the Amendment Area does not contain environmentally sensitive lands or documented habitat for listed species.

3. *Whether the proposed changes would alter the population density pattern and thereby adversely affect residential dwelling units or public schools.*

The amendments will not adversely affect residential dwelling units or public schools. The amendments would allow for a base density of 60 units per acre; however, there is available school capacity for such units. The only nearby residential units are to the west of the Amendment Area on the opposite side of 28<sup>th</sup> St. These residential units are over 240 feet from the boundary of the Amendment Area and are also multifamily dwellings, which is the same use proposed for the Amendment Area.

4. *Impact of the proposed amendment upon the adopted level of service (LOS) for public services and facilities including, but not limited to: water, sewer, sanitation, recreation and stormwater management and impact on LOS standards for traffic and mass transit. The POD may require the applicant to prepare and present with the application whatever studies are necessary to determine what effects the amendment will have on the LOS.*

The amendments will not have an adverse impact on the adopted LOS as sufficient capacity exists to support the proposed increase in residential density.

5. *Appropriate and adequate land area sufficient for the use and reasonably anticipated operations and expansions.*

The Property contains approximately 93.38 acres, which is sufficient for the proposed multifamily and industrial uses and reasonably anticipated operations and expansions thereof.

6. *The amount and availability of vacant land or land suitable for redevelopment for similar uses in the City or on contiguous properties.*

There are no contiguous properties which are available for multifamily residential uses. There is a very limited supply of similar sized properties available for multifamily residential use elsewhere in the city.

7. *Whether the proposed change is consistent with the established land use pattern of the areas in reasonable proximity.*

The amendments are consistent with the established land use pattern of the areas in reasonable proximity as the land to the west of the Amendment Area is developed with multifamily uses. The proposed amendments are a logical expansion of such multifamily

uses and are an appropriate mixed-use transition between them and the remainder of the industrially zoned Property.

8. *Whether the exiting district boundaries are logically drawn in relation to existing conditions on the property proposed for change.*

The Property has never been developed despite being on the market for many years, which indicates that existing district boundaries are not logically drawn.

The proposed land use and zoning designations for the Amendment Area are consistent with the existing residential development to the west of the Amendment Area and the proposed development of the Amendment Area.

9. *If the proposed amendment involves a change from residential to a nonresidential use or a mixed use, whether more nonresidential land is needed in the proposed location to provide services or employment to residents of the City.*

N/A

10. *Whether the subject property is within the 100-year floodplain, hurricane evacuation level zone A or coastal high hazard areas as identified in the coastal management element of the Comprehensive Plan.*

A small portion of the Amendment Area is within the 100-year floodplain. Any development within the 100-year floodplain will comply with applicable City ordinances.

11. *Other pertinent facts.*

The Developer is proposing to develop the Property with a substantial amount of multifamily units, including workforce housing, and what would be the largest industrial project that Pinellas County has seen in some time. Without the proposed amendments, the proposed development will not occur.

Additionally, the proposed development agreement commits the Developer to construct at least 200,000 sf of industrial uses prior to or concurrently with any multifamily uses, and provide at least 20% of the multifamily units as workforce housing.

These requirements to provide employment generating industrial uses and workforce housing units further support the proposed amendments' consistency with provisions in the Comprehensive Plan and Code regarding the addition of affordable housing and the protection of industrial lands.

**Discussion of Standards of Review for Planning and Zoning Decisions, Generally**  
(Sec. 16.70.040.1.E of the Land Development Code)



- E. Standards for review. In reviewing the application for a planning and zoning decision in addition to the standards of review applicable to the decision, the POD, commission or the City Council shall consider whether the proposed amendment is consistent with and furthers the purpose of the Land Development Regulations and other City ordinances and actions designed to implement the plan.*

The application is consistent with and furthers the purpose of the Code and other City ordinances and actions designed to implement the Comprehensive Plan, specifically the promotion of redevelopment, the provision of affordable housing and the protection of industrial lands.

**EXHIBIT A**  
**Amendment Area**



**EXHIBIT B**  
Comprehensive Plan Provisions

- 1) *Policy LU 3.4: The Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of physical and natural separators.*

The Amendment Area will be buffered from adjacent roads and the remainder of the Property as required by Code.

The adjacent residential uses, which are located in the City of Pinellas Park, have a land use designation of Residential/Office General and a zoning designation of “R-6” Multi-Family Residential District/Planned Unit Development. These designations are compatible with the proposed Planned Redevelopment-Commercial (PR-C) land use and Corridor Commercial Suburban-2 (CCS-2) zoning, and the proposed designations are an appropriate mixed-use transition between the existing residential uses and the remainder of the industrially zoned Property.

- 2) *Policy LU 3.5: The tax base will be maintained and improved by encouraging the appropriate use of properties based on their locational characteristics and the goals, objectives and policies within this Comprehensive Plan.*

The proposed amendments will allow for the development of the Property, which will result in a major increase in the tax base.

- 3) *Policy LU 3.6: Land use planning decisions shall weigh heavily the established character of predominately developed areas where changes of use or intensity of development are contemplated.*

The proposed amendments seek to expand existing multifamily residential uses and represent a more compatible adjacent use for the existing residential development than what is permitted by the Amendment Area’s existing land use and zoning designations.

- 4) *Policy LU 3.7: Land use planning decisions shall include a review to determine whether existing Land Use Plan boundaries are logically drawn in relation to existing conditions and expected future conditions.*

As the Property has never been developed, the existing land use boundaries do not appear to be logically drawn. The proposed amendments will allow for the logical, expected future development of the Amendment Area, which is an expansion of existing adjacent multifamily residential uses.

- 5) *Policy LU 3.8: The City shall protect existing and future residential uses from incompatible uses, noise, traffic and other intrusions that detract from the long-term desirability of an area through appropriate land development regulations.*

The proposed amendments seek to expand existing multifamily residential uses and represent a more compatible adjacent use for the existing residential development than what is permitted

by the Amendment Area's existing land use and zoning designation. The Amendment Area will be buffered from adjacent roads and the remainder of the Property as required by Code.

- 6) *Policy LU 3.11: More dense residential uses (more than 7.5 units per acre) may be located along (1) passenger rail lines and designated major streets or (2) in close proximity to activity centers where compatible.*

The Amendment Area is along a major street and within an Activity Center.

- 7) *Policy LU3.15: The Land Use Plan shall provide housing opportunity for a variety of households of various age, sex, race and income by providing a diversity of zoning categories with a range of densities and lot requirements.*

The proposed amendments will allow for needed multifamily development and will include at least 20% workforce housing units.

- 8) *Policy LU 3.26a: Plan amendment applications that propose changing underperforming industrially designated areas (Industrial General or Industrial Limited) to a non-industrial designation may be favorably considered if one or more of the following characteristics exist over an extended period of time:*
- *vacant or underutilized land;*
  - *vacant or underutilized buildings;*
  - *poor quality job creation in terms of pay, employee density and spin-off or multiplier effects; and*
  - *chronic competitive disadvantages in terms of location, transportation infrastructure/accessibility and other market considerations.*

The Property is vacant and has never been developed, which has resulted in no utilization or job creation. The Developer is proposing to change only a small portion of the Property to non-industrial designations and to develop the remainder of the Property with industrial uses. The Developer estimates that upon build out, the development of the industrial portion of the Property will result in at least 3,300 jobs.

- 9) *Policy LU 19.3: The land use pattern shall contribute to minimizing travel requirements and anticipate and support increased usage of mass transit systems.*

Allowing additional residential development within the Gateway area will contribute to minimizing travel requirements given the large employment presence nearby. The Amendment Area is also along PSTA bus routes (28<sup>th</sup> St. N. and Gandy Blvd.).

- 10) *Policy LU 22.1: The City shall continue to pursue strategies which reduce GHG emissions and vehicle miles traveled through the following initiatives:*
- *Increase permitted densities and intensities in appropriate areas of the City to enhance transit opportunities;*
  - *Focus infrastructure and transit improvements in employment and activity centers; and*
  - *Revitalize commercial corridors to provide for increased mixed-use development.*

The Amendment Area is within Activity and Target Employment Centers, along PSTA bus routes (28<sup>th</sup> St. N. and Gandy Blvd.) and the requested amendments will allow for the mixed-use development of the Property.

- 11) *Policy T 1.6: The City shall support high-density mixed-use developments and redevelopments in and adjacent to Activity Centers, redevelopment areas and locations that are supported by mass transit to reduce the number and length of automobile trips and encourage transit usage, bicycling and walking.*

The Amendment Area is within an Activity Center, along PSTA bus routes (28<sup>th</sup> St. N. and Gandy Blvd.) and the requested amendments will allow for the mixed-use development of the Property.

- 12) *Policy T 13.2: The City shall include criteria in the FLUM amendment process in the Land Development Regulations to give additional weight to amendments that increase densities for projects that are located in close proximity to Activity Centers or along corridors where transit or facilities for high occupant vehicles exist, where compatible with the policies established in the Land Use Element.*

The Amendment Area is along a major street, within an Activity Center and along PSTA bus routes (28<sup>th</sup> St. N. and Gandy Blvd.).

- 13) *Policy H3.2. Distribute publicly assisted housing equitably throughout the City to provide for a wide variety of neighborhood settings for extremely low, very low, low, and moderate income persons and to avoid undue concentrations in single neighborhoods.*

The proposed amendments will allow for needed multifamily development and will include at least 20% workforce housing units.

- 14) *Policy H 13.5: The City's LDRs shall continue to support mixed-income housing in or near employment centers and recognize the positive fiscal impacts in transit-accessible, high density locations.*

The proposed amendments will allow for needed multifamily development and will include at least 20% workforce housing units. The Amendment Area is along a major street, within Activity and Target Employment Centers and along PSTA bus routes (28<sup>th</sup> St. N. and Gandy Blvd.)

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into as of the Effective Date (defined below), by and between **JABIL INC.**, a Delaware corporation (hereinafter "Owner"), **GREYSTAR DEVELOPMENT EAST, LLC**, a Delaware limited liability company (hereinafter the "Developer") and the **CITY OF ST. PETERSBURG, FLORIDA**, a Florida municipal corporation (hereinafter the "City") (collectively hereinafter "the Parties").

### WITNESSETH:

WHEREAS, Owner is the fee simple title owner of approximately 93.38 acres of land located at northwest corner of Gandy Blvd and Interstate 275 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 17.94 acres of the Property described on Exhibit "B" attached hereto (hereinafter the "Residential Parcel") as permitted in the City's Corridor Commercial Suburban-2 (CCS-2) zoning district with a Planned Redevelopment-Commercial (PR-C) 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 Residential Parcel from Industrial Limited (IL) to a Planned Redevelopment-Commercial (PR-C) (hereinafter the "Comprehensive Plan Amendment"); and

WHEREAS, Developer has filed a rezoning application with the City to change the zoning of the Residential Parcel from Employment Center-1 (EC-1) to Corridor Commercial Suburban-2 (CCS-2) (hereinafter the "Rezoning"); 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 the City has found that this Agreement complies with said Act and LDRs; 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 [REDACTED]; and

WHEREAS, the first properly noticed reading of this Agreement was held by the City Council on [REDACTED]; and

WHEREAS, the second properly noticed reading of and public hearing on this Agreement was held by the City Council on [REDACTED]; 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:

**"Affordable"** means that monthly rents or monthly mortgage payments including taxes and insurance and condominium and homeowner association fees do not exceed 30 percent of the median annual gross income for a low-income or moderate-income household. However, it is not the intent to limit an individual household's ability to devote more than 30 percent of its income for housing, and housing for which a household devotes more than 30 percent of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of 30 percent, then such payments, including revolving and installment debt, shall not exceed 43 percent of the median annual gross income.

**"Affordable rents"** means that rents for the workforce housing units are set at or below the rent limit by number of bedrooms in the unit for the 80 percent category and the 120 percent category as published annually by the Florida Housing Finance Corporation for the State Housing Initiatives Partnership (SHIP) Program. Rents are not required to be calculated for each individual renter household according to their actual income.

**"Agreement"** means this Development Agreement, including any Exhibits, and any amendments hereto or thereto.

**"Area median income (AMI)"** means the median income for the Tampa/St. Petersburg/Clearwater metropolitan statistical area (MSA) which is adjusted for the household size as calculated and published annually by the United States Department of Housing and Urban Development.

**"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.

**“Workforce Housing”** means housing with monthly rents or monthly mortgage payments including taxes, insurance, and condominium or association fees, if any, that are affordable to low and moderate-income persons.

## 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.** Upon full execution by the Parties and no later than fourteen (14) days after final approval of this Agreement by City Council, the City shall record this 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 Economic Opportunity. This Agreement shall become effective upon recordation (the “Effective Date”).

4. **Duration.** The term of this Agreement shall be for fifteen (15) years from the Effective Date.

5. **Permitted Development Uses and Building Intensities.**

(a) **Permitted Development Uses.** The Property currently holds an EC-1 zoning on the City’s zoning map and an IL future land use designation in the Comprehensive Plan. Developer has applied to the City to rezone the Residential Parcel from EC-1 to CCS-2, with a concurrent application to amend the future land use designation from IL to PR-C. Conditional upon such rezoning and land use plan amendments being adopted, the Residential Parcel may be used as permitted in the PR-C land use designation and the CCS-2 zoning district, subject to the additional limitations and conditions set forth in this Agreement. The Property, less the Residential Parcel, may be used as permitted in the IL land use designation and the EC-1 zoning district, 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 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.

(c) **Limitations and Conditions on Use.** Owner and Developer agree that the following limitations and conditions shall apply to any site plan approved for the Property:

(1) A Certificate of Completion (CC) for the shell of at least 200,000 sf of industrial uses shall be obtained 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 Temporary Certificate of Occupancy (TCO) for not more than six (6) months for the first multi-family building.

(2) A minimum of 20% of the multi-family residential units shall be Workforce Housing.

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: Transportation 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 transportation facilities will be needed to service the Project.

(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. No reservation or dedication of land for public purposes is proposed under this Agreement.

8. Local Development Permits. The following local development approvals will be required to develop the Property:

- (a) Site plan approval;
- (b) Water, sewer, paving and drainage permits;

- (c) Building permits;
- (d) Certificates of Occupancy; and
- (e) Any other development permits that may be required by local ordinances and regulations.

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 Residential Parcel for the uses allowed in the CCS-2 zoning district is consistent with the City's Comprehensive Plan. Development of the Property, less the Residential Parcel, for the uses allowed in the EC-1 zoning district is 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. Notwithstanding anything to the contrary contained herein, (i) upon any transfer of title to the Property, the rights and obligations under this Agreement of the transferor shall pass to the transferee upon the acquisition of title to the Property by such transferee from such transferor, and such transferor shall thereafter be relieved of any further obligations under this Agreement, and (ii) in the event that Developer's affiliate purchases the Property from the Owner named herein, the rights and obligations under this Agreement of the Developer named herein shall pass to Developer's affiliate upon the acquisition of title to the Property by Developer's affiliate's from such Owner, and the Developer named herein shall thereafter be relieved of any further obligations under this Agreement.

12. Preliminary Concurrency and Comprehensive Plan Findings. The City has preliminarily determined that the concurrency requirements of Section 16.03 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 and Florida Statutes.

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 hand delivery, registered or certified U.S. Mail, postage prepaid, return receipt requested or by a recognized national overnight courier service to the office for each Party indicated below and addressed as follows:

- (a) To the Owner:  
  
Jabil Inc.

10560 Dr. MLK, Jr. Street North  
St. Petersburg, FL 33716  
Attn.: John Matzke

With a copy to:

Trenam  
200 Central Ave., Suite 1600  
St. Petersburg, FL 33701  
Attn.: Timothy Hughes

(b) To the Developer:

Greystar  
4030 Boy Scout Blvd., Suite 800  
Tampa, FL 33609  
Attn.: David King

With copies to:

Greystar  
788 East Las Olas Blvd., Suite #201  
Fort Lauderdale, FL 33301  
Attn.: Lewis Stoneburner

Trenam  
200 Central Ave., Suite 1600  
St. Petersburg, FL 33701  
Attn.: R. Donald Mastry

(c) To the City:

City of St. Petersburg  
Urban Planning, Design and Historic Preservation Division  
One 4<sup>th</sup> Street North  
St. Petersburg, FL 33701  
Attn.: Derek Kilborn, Manager

With a copy to:

City of St. Petersburg  
City Attorney's Office  
One 4<sup>th</sup> Street North  
St. Petersburg, FL 33701  
Attn.: Michael Dema, Managing Assistant City Attorney – Land Use & Environmental  
Matters

16. Effectiveness of Notice. Notices given by courier service or by hand delivery shall be effective upon delivery, notices given by recognized national overnight courier service shall be effective on the first business day after deposit with the courier service and notices given by registered or certified mail shall be effective on the third day after deposit in the U.S. Mail. 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.

17. Default. Except with regard to a default in the execution and recordation of this Agreement (for which there shall be no cure period), 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. The captions, section numbers, and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope of intent of such sections or articles of this Agreement nor in any way affect this Agreement.

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 regarding the subject matter hereof 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 regarding the subject matter hereof other than as expressly stated in this Agreement.

(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 prospective lender, tenant or purchaser of any of the Property) 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 addressee of such statement 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 fifteen (15) years from the Effective Date of this Agreement;

(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;

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

(d) The final, non-appealable approval for both the Rezoning and Comprehensive Plan Amendment has not been obtained by May 15, 2023, and thereafter Developer or Owner records a notice in the Public Records of Pinellas County, Florida, that it has elected to terminate this Agreement; and

(e) The sale of the Property from Owner to Developer (or an affiliate of Developer) has not occurred by December 31, 2023, and thereafter Developer or Owner records a notice in the Public Records of Pinellas County, Florida, that it has elected to terminate 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. The City shall execute this Agreement no later than fourteen (14) days after final approval by City Council.

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 their 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 their 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. 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. Nothing within this Agreement shall constitute dedications to the public, and no member of the public is granted any rights hereunder.

[signatures start on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**ATTEST:**

**CITY:**

**CITY OF ST. PETERSBURG, FLORIDA**, a Florida  
municipal corporation

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and content by  
Office of City Attorney:

\_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**OWNER:**

**WITNESSES:**

JABIL INC., a Delaware corporation

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_  
Signature

Print name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of (check one)  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of JABIL INC., a Delaware corporation, who (check one):

is/are personally known to me, or

who has/have produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public - (Signature)

**WITNESSES:**

**DEVELOPER:**

**GREYSTAR DEVELOPMENT EAST, LLC, a  
Delaware limited liability company**

\_\_\_\_\_  
Signature

Print name: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_  
Signature

Print name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of (check one)  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of GREYSTAR DEVELOPMENT EAST, LLC, a Delaware limited liability company, who (check one):

is/are personally known to me, or

who has/have produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public - (Signature)



**EXHIBIT "A"**

**Legal Description of Property**

**TRACT "A" of GATEWAY CENTRE BUSINESS PARK ADDITION ONE, according to plat thereof recorded in Plat Book 102, Pages 42 to 44 inclusive, of the Public Records of Pinellas County, Florida.**

**EXHIBIT "B"**

**Map of Residential Parcel**



## TERMINATION OF DEVELOPMENT AGREEMENT

THIS TERMINATION OF DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into as of the Effective Date (defined below), by and between JABIL INC., a Delaware corporation (hereinafter "Owner"), and the CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation (hereinafter the "City") (collectively hereinafter "the Parties").

### WITNESSETH:

WHEREAS, Owner is the fee simple title owner of approximately 93.38 acres of land located at northwest corner of Gandy Blvd and Interstate 275 within the boundaries of the City, the legal description of which is attached hereto as Exhibit "A" (hereinafter the "Property"); and

WHEREAS, Owner and City entered into that certain Development Agreement dated October 1, 2010, recorded in Official Records Book 17070, Page 2072, Public Records of Pinellas County, Florida (the "Existing Development Agreement"); and

WHEREAS, the Parties desire to terminate the Existing Development Agreement; and

WHEREAS, in accordance with Sections 163.3220-163.3243, Florida Statutes, the Florida Local Government Development Agreement Act (hereinafter the "Act") and Section 16.05 of the City's LDRs, the City is duly authorized to enter this Agreement and the City has found that this Agreement complies with said Act and LDRs; and

WHEREAS, the first properly noticed public hearing on this Agreement was held by the Community Planning and Preservation Commission on [REDACTED]; and

WHEREAS, the first properly noticed reading of this Agreement was held by the City Council on [REDACTED]; and

WHEREAS, the second properly noticed reading of and public hearing on this Agreement was held by the City Council on [REDACTED].

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. 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. Upon full execution by the Parties and no later than fourteen (14) days after final approval of this Agreement by City Council, the City shall record this Agreement in the Public Records of Pinellas County, Florida, at the Owner's expense, and shall forward a copy of the recorded Agreement to the Florida Department of Economic Opportunity. This Agreement shall become effective upon recordation (the "Effective Date").
4. Termination of Existing Development Agreement. The Existing Development Agreement is hereby terminated, cancelled and shall be of no further force or effect, and the Property is released from the same.
5. Binding Effect. This Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees and assigns.

6. 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 is an independent principal and not a contractor for or officer, agent, or employee of the City. Owner shall not at any time or in any manner represent that it or any of its agents or employees are employees of the City.

7. Amendments. All amendments to this Agreement shall be ineffective unless reduced to writing and executed by the Parties in accordance with the City's LDRs and Florida law.

8. 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 hand delivery, registered or certified U.S. Mail, postage prepaid, return receipt requested or by a recognized national overnight courier service to the office for each Party indicated below and addressed as follows:

(a) To the Owner:

Jabil Inc.  
10560 Dr. MLK, Jr. Street North  
St. Petersburg, FL 33716  
Attn.: John Matzke

With a copy to:

Trenam  
200 Central Ave., Suite 1600  
St. Petersburg, FL 33701  
Attn.: Timothy Hughes

(b) To the City:

City of St. Petersburg  
Urban Planning, Design and Historic Preservation Division  
One 4<sup>th</sup> Street North  
St. Petersburg, FL 33701  
Attn.: Derek Kilborn, Manager

With a copy to:

City of St. Petersburg  
City Attorney's Office  
One 4<sup>th</sup> Street North  
St. Petersburg, FL 33701  
Attn.: Michael Dema, Managing Assistant City Attorney – Land Use & Environmental Matters

9. Effectiveness of Notice. Notices given by courier service or by hand delivery shall be effective upon delivery, notices given by recognized national overnight courier service shall be effective on the first business day after deposit with the courier service and notices given by registered or certified mail shall be effective on the third day after deposit in the U.S. Mail. 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.

10. Default. In the event any Party is in default of any provision hereof, any non-defaulting Party shall be entitled to pursue its remedies available at law or equity.

11. 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.

12. 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.

13. 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. The captions, section numbers, and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope of intent of such sections or articles of this Agreement nor in any way affect this Agreement.

14. 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 regarding the subject matter hereof to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

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

15. Deadline for Execution. The Owner shall execute this Agreement prior to the date on which the City Council considers this Agreement for final approval. The City shall execute this Agreement no later than fourteen (14) days after final approval by City Council.

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.

17. 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.

18. 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.

19. 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. Nothing within this Agreement shall constitute dedications to the public, and no member of the public is granted any rights hereunder.

[signatures start on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**ATTEST:**

**CITY:**

**CITY OF ST. PETERSBURG, FLORIDA**, a Florida  
municipal corporation

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and content by  
Office of City Attorney:

\_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**OWNER:**

**WITNESSES:**

**JABIL INC., a Delaware corporation**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Its: \_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_  
Signature

Print name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of (check one) [X] physical presence or [ ]  
online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as  
\_\_\_\_\_ of JABIL INC., a Delaware corporation, who (check one):

is/are personally known to me, or

who has/have produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public - (Signature)

**EXHIBIT "A"**

**Legal Description of Property**

**TRACT "A" of GATEWAY CENTRE BUSINESS PARK ADDITION ONE, according to plat thereof recorded in Plat Book 102, Pages 42 to 44 inclusive, of the Public Records of Pinellas County, Florida.**