

## **DEVELOPMENT AGREEMENT**

This Development Agreement ("**Agreement**") is dated \_\_\_\_\_, 2023, effective as provided in Section 5 of this Agreement, and entered into between **Community Assisted & Supported Living, Inc.**, its successors and assignees ("**CASL**") and **Pinellas County, Florida**, a political subdivision of the State of Florida acting through its Board of County Commissioners, the governing body thereof ("**County**").

### **RECITALS**

- A. Sections 163.3220 — 163.3243, Florida Statutes, which set forth the Florida Local Government Development Agreement Act ("**Act**"), authorize the County to enter into binding development agreements with persons having a legal or equitable interest in real property located within the unincorporated area of the County.
- B. Under Section 163.3223 of the Act, the County has adopted Chapter 134, Article VII of Part III, the Pinellas County Land Development Code ("**Code**"), establishing procedures and requirements to consider and enter into development agreements.
- C. The County cannot justify the requested action absent the restrictions contained in this Agreement and in the deed restriction required in Section 6.1.4, and the County supports the change in future land use and zoning based upon the provisions of the Agreement.
- D. The County and Developer have determined that it would be mutually beneficial to enter into a development agreement governing the matters set forth herein and have negotiated this Agreement in accordance with the Code and the Act.
- E. The County has found that the terms of this Agreement are consistent with the Pinellas County Comprehensive Plan and the Code.
- F. WHEREAS, CASL is the owner of the land described in Exhibit "A" attached hereto and by this reference made a part hereof (the "**Property**"), which totals two (2) parcels and is approximately 2.79 acres in total size; and
- G. WHEREAS, CASL proposes to construct a 20-unit Affordable Housing Development to provide housing for a maximum of 24 persons with developmental disabilities as defined in F.S. Section 393.063(1) ("**IDD**") who are capable of living independently with supportive housing services (the "**Project**"), in conjunction with future land use amendment and rezoning petition, and which have been previously applied for in order to obtain approval for the Project; and
- H. WHEREAS, designation as an Affordable Housing Development would be required to be eligible for incentives, including a density bonus pursuant to Section 138-3211 of the Pinellas County Land Development Code.
- I. WHEREAS, the Property has been designated Residential Suburban (RS) on the County's Future Land Use Map pursuant to its Comprehensive Plan; and

- J. WHEREAS, the subject parcels are currently zoned with Residential Estate (R-E); and
- K. WHEREAS, CASL has submitted a petition to amend the future land use designation to Residential Low (RL), Petition FLU-23-03; and
- L. WHEREAS, CASL has submitted Petition ZON-23-03 to rezone the Property to Multi-Family Residential (RM) with a Conditional Overlay; and
- M. WHEREAS, pursuant to the existing future land use designation, zoning, and size of the Property, CASL could build up to three (3) single family homes on the Property, by right, without the need for any variances or density bonuses; and
- N. WHEREAS, the Project is classified as multi-family residential because it is proposed as seven (7) single-story structures that will be developed as duplexes and triplexes on the two parcels comprising the Property; and
- O. WHEREAS, the Project offers a superior design and lot placement above and beyond the development that could be allowed without any extraordinary approvals under the existing future land use designation and zoning; and
- P. WHEREAS, CASL will seek funding from Florida Housing Finance Corporation ("FHFC") to provide financing to develop the Property for persons with IDD; and
- Q. WHEREAS, under the applicable program regulations of the FHFC, the Project must maintain a strict ratio of one- to two-bedroom units, and each unit must be separately addressed; and
- R. WHEREAS, upon approval of the funding, the Applicant will be required to enter into a Land Use Restriction Agreement ("LURA") that will limit the development of the property to a maximum of 20 dwellings units (limited to 1 and 2 bedroom units) for no more than twenty-four (24) residents with IDD subject to approval of an affordable housing density bonus pursuant to Section 138-3211 of the Pinellas County Land Development Code.
- S. WHEREAS, the proposed development will allow adults with IDD with housing options so that they can live as independently as possible in their own homes; and
- T. WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220 — 163.3243, Florida Statutes, (the "Act"), authorizes local governments to enter into development agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements; and
- U. WHEREAS, such development agreements strengthen the public planning process, encourage sound capital improvement planning and financing, assist in assuring there are

adequate capital facilities for the development, encourage private participation and comprehensive planning and reduce the costs of development; and

- V. WHEREAS, the Project will comply with the provisions of this Agreement as depicted in the Conceptual Site Plan attached hereto as **Exhibit "B"**, and all applicable land development regulations in effect at the time of application for building permits and in accordance with this Development Agreement; and
- W. WHEREAS, the Project is consistent with the Pinellas County Comprehensive Plan.

**NOW, THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

### **STATEMENT OF AGREEMENT**

In consideration of and in reliance upon the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound and in accordance with the Act, agree as follows:

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

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

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

**Section 4. Ownership.** The Property is owned in fee simple by Community Assisted & Supported Living, Inc.

**Section 5. Effective Date/Duration of this Agreement.**

**5.1.** This Agreement shall become effective as provided for by the Act and shall be contingent upon obtaining final approval, and effectiveness of the RL future land use map amendment and the RM-CO zoning designation.

**5.2.** This Agreement shall continue in effect until terminated as defined herein but for a period not to exceed ten (10) years.

**Section 6. Obligations under this Agreement.**

**6.1. Obligations of the Developer.**

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

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

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

**6.1.3.1.** The Property shall be used for the Project, which includes and is subject to the following conditions, and as depicted on the Conceptual Site Plan attached hereto as **Exhibit "B"**.

A. The number of single-unit, residential, attached dwelling units shall be limited to a maximum of 14. A maximum of 20 units may be allowed subject to approval of an affordable housing density bonus pursuant to Section 1383211 on the Pinellas County Land Development Code.

B. Dwelling units shall be limited to 1- and 2-bedroom units only.

C. The dwelling units will be occupied as independent living units by a maximum of 24 persons (with approval of an affordable housing density bonus pursuant to Section 138-3211 of the Pinellas County Land Development Code) with intellectual and developmental disabilities, as defined by F. S. Section 393.063(1) who are capable of living independently, with supportive housing services.

D. Supportive housing services will be offered only to residents.

E. The height of the new structures on the property will be limited to one story. The existing 2-story structure will be allowed to remain.

Front and side setbacks will meet the standards of the RE zoning district as follows:

- Front: 25 feet
- Side: 15 feet

F. The rear setback shall be a minimum of 200 feet.

H. Front and side setbacks for accessory structures will exceed the minimum standards of the R-E zoning district. The rear setbacks for accessory structures shall be a minimum of 100 feet.

**6.1.3.2. Development Intensities.** CASL shall comply with the following building intensities and height, unless otherwise modified by this Agreement:

**6.1.3.3 Building Intensity:** The Project will consist of a total of 14 dwelling units or up to 20 units if granted an administrative affordable housing density bonus per Pinellas County Land Development Code Section 138-3211.

**6.1.3.4 Height:** The Project will be limited to a maximum building height of 35 feet.

**6.1.4. Recording of Deed Restriction:** Prior to the approval of a site plan or issuance of a development permit for the Property, CASL shall record a deed restriction encumbering the Property in the official records of Pinellas County, Florida and deliver a copy of such recorded deed restriction to the Director of the County Housing and Community Development Department or his/her designee. The deed restriction shall be approved as to form by the County Attorney (which approval shall not be unreasonably withheld) and shall generally describe the development limitations of this Agreement. The deed restriction shall be perpetual and may be amended or terminated only with the consent of the County, which consent shall not be unreasonably withheld.

**6.1.5. Conceptual Site Plan.** The Conceptual Site Plan depicts the general layout of the Project along with required Development Restrictions in this Agreement.

## **6.2. Obligations of the County.**

**6.2.1.** Concurrent with the approval of this Agreement, the County shall promptly process an amendment to the land use plan and zoning designation for the Property as set forth in Recital above, all in accordance with the code.

**6.2.2.** The County will process the request for designation as an Affordable Housing Development and available incentives pursuant to Sec 138-3211 of the Pinellas County Land Development Code.

**6.2.3.** The final effectiveness of the redesignation referenced in Sections 6.2.1 and 6.2.2 of this Agreement is subject to:

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

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

**Section 7. Public Facilities to Service Development.** The following public facilities are presently available to the Property from the sources indicated below.

- 7.1. Potable water from Pinellas County.
- 7.2. Sewer service from Pinellas County.
- 7.3. Fire protection from Seminole Fire Department.
- 7.4. Drainage facilities for the parcel will be provided by Developer

Development of the Property will be governed by and must satisfy the concurrency ordinance provisions applicable at the time of the effective date of this Agreement.

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

- 8.1. Site plan approval(s) and associated utility licenses and right-of-way utilization permits;
- 8.2 Approval of an affordable housing density bonus pursuant to Pinellas County Land Development Code Section 138-3211.
- 8.3. Construction plan approval(s);
- 8.4. Building permit(s); and
- 8.5. Certificate(s) of occupancy.

**Section 9. Consistency.** The County finds that development of the Property consistent with the terms of this Agreement is consistent with the Pinellas County Comprehensive Plan.

**Section 10. Termination.**

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

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

**Section 11. Other Terms and Conditions.** Except in the case of termination, until ten (10 ) years after the effective date of this Agreement, the Property shall not be subject to subsequently adopted laws and policies unless the County has held a public hearing and determined:

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

**11.2.** They are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement;

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

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

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

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

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

If to Developer:           Community Assisted & Supported Living  
Attn: Scott Eller  
2911 Fruitville Road  
Sarasota, FL 34237-5320

With a copy to:           Katherine E. Cole, Esq.  
Hill Ward Henderson  
600 Cleveland Street, Suite 800  
Clearwater, FL 33755

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

With a copy to:           Jewel White  
County Attorney  
Pinellas County Attorney's Office  
315 Court Street  
Clearwater, FL 33756

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

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

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

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

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

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

**Section 18. Completion of Agreement.** Upon the completion of performance of this Agreement or its revocation or termination, the Developer or his successor in interest shall record a statement in the official records of Pinellas County, Florida, signed by the parties hereto, evidencing such completion, revocation or termination, and shall forthwith deliver a copy of this document to the Director of the County Building and Development Review Services Department or his designee.

**Section 19. Entire Agreement.** This Agreement (including any and all Exhibits attached hereto, all of which are a part of this Agreement to the same extent as if such Exhibits were set forth in full in the body of this Agreement), constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof.

**Section 20. Construction.** The titles, captions and section numbers in this Agreement are inserted for convenient reference only and do not define or limit the scope or intent and should not be used in the interpretation of any section, subsection or provision of this Agreement. Whenever the context requires or permits, the singular shall include the plural, and plural shall include the singular and any reference in this Agreement to Developer includes Developer's successors or assigns. This Agreement was the production of negotiations between representatives for the County and Developer and the language of the Agreement should be given its plain and ordinary meaning and should not be construed against any party hereto. If any term or provision of this Agreement is susceptible to more than one interpretation, one or more of which render it valid and enforceable, and one or more of which would render it invalid or unenforceable, such term or provision shall be construed in a manner that would render it valid and enforceable.



**Section 21. 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, shall not be affected thereby and shall with the remainder of this Agreement continue unmodified and in full force and effect. Notwithstanding the foregoing, if such responsibilities of any party thereto to the extent that the purpose of this Agreement or the benefits sought to be received hereunder are frustrated, such party shall have the right to terminate this Agreement upon fifteen (15) days notice to the other parties.

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

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

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

*End of Substantive Provisions, Signature Pages to follow*

**Developer:**

**WITNESSES:**

By: Sheila

Print Name: Sheila Mall

By: Vickie Tiutyama

Print Name: Vickie Tiutyama

**Community Assisted & Supported Living, Inc.:**

By: J. Scott Eller

Print Name: Julian Scott Eller

STATE OF FLORIDA

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by  physical presence or  online notarization on this 20<sup>th</sup> day of September, 2023, by J. Scott Eller, as CEO of COMMUNITY ASSISTED AND SUPPORTED LIVING, INC., a Florida not for profit corporation on behalf of the corporation. Such person  is personally known to me or  has produced \_\_\_\_\_ as identification.

Carol M. Howard  
Notary Public  
(Print, Type or Stamp Name)

My Commission Expires: July 4, 2025



**ATTEST:**

**KEN BURKE, CLERK**

By: \_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney

**PINELLAS COUNTY, FLORIDA**

By: \_\_\_\_\_  
Chairman  
Board of County Commissioners

**APPROVED AS TO FORM**

By: Derrill McAteer  
Office of the County Attorney

# **Exhibit A**

## EXHIBIT A

### Legal Description

**PARCEL 1:** Lot 7, PINELLAS GROVES, INC., as recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, LESS the West 135.00 feet and also LESS that part lying within 200.00 feet of the East-West centerline of Section 29, Township 30 South, Range 15 East, Pinellas County, Florida, TOGETHER WITH a 20.00 feet ingress/egress easement over a portion of Lot 7, PINELLAS GROVES, INC., in the Southeast 1/4 of Section 29, Township 30 South, Range 15 East, as recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, described as follows: From the center of said Section 29, run South 89°00'41" East, 611.05 feet along the East/West centerline of Section 29; thence South 00°59'19" West, 50.00 feet to the South right-of-way line of 78th North (S.R. 694) and the Point of Beginning; thence South 89°00'41" East, 20.05 feet along said right-of-way line; thence South 03°02'22" East, 150.37 feet; thence North 89°00'41" West, 20.05 feet; thence North 03°02'22" West, 150.37 feet to the Point of Beginning;

AKA

**PARCEL 1:** Lot 7, in the Southeast 1/4 of Section 29, Township 30 South, Range 15 East, PINELLAS GROVES, INC., as recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, LESS the West 135.00 feet and also LESS that part lying within 200.00 feet of the East-West centerline of Section 29, Township 30 South, Range 15 East, Pinellas County, Florida, TOGETHER WITH a 20.00 feet ingress/egress easement over a portion of Lot 7, PINELLAS GROVES, INC., in the Southeast 1/4 of Section 29, Township 30 South, Range 15 East, as recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, described as follows: From the center of said Section 29, run South 89°00'41" East, 611.05 feet along the East/West centerline of Section 29; thence South 00°59'19" West, 50.00 feet to the South right-of-way line of 78th Avenue North (S.R. 694) and the Point of Beginning; thence South 89°00'41" East, 20.05 feet along said right-of-way line; thence South 03°02'22" East, 150.37 feet; thence North 89°00'41" West, 20.05 feet; thence North 03°02'22" West, 150.37 feet to the Point of Beginning.

AND

**PARCEL 2:** Lot 7, in the Southeast 1/4 of Section 29, Township 30 South, Range 15 East, according to the Plat of PINELLAS GROVES, INC., as recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, LESS AND EXCEPT the West 135 feet thereof and the North 50 feet thereof and also all that party lying South of a line 200 feet South of the centerline of said Section 29, subject to an easement for ingress and egress as described in Deed recorded in O.R. Book 6218, Page 160, of the Public Records of Pinellas County, Florida and Easement Agreement recorded in O.R. Book 6128, Page 172, of the Public Records of Pinellas County, Florida.

# **Exhibit B**



REUSE OF DOCUMENT:  
THE IDEAS & DESIGN CONCEPTS INCORPORATED WITHIN THIS DOCUMENT REPRESENTS A PROFESSIONAL SERVICE & IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN AUTHORIZATION FROM GULF COAST CONSULTING, INC.

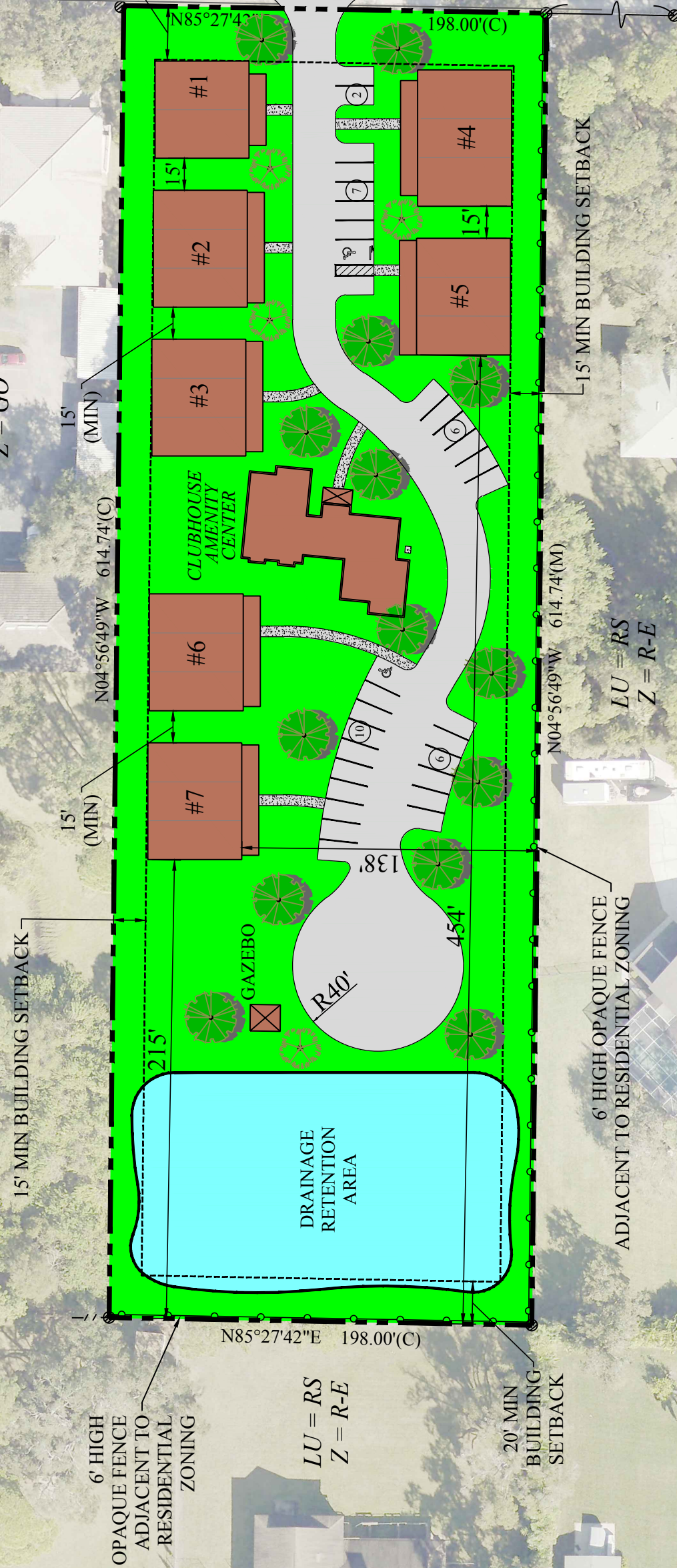
**MEDICAL OFFICE**  
LU = R/OG  
Z = GO

**WINN DIXIE SHOPPING CENTER**  
LU = CG  
Z = C-2

**Park Blvd**  
4-Lane Divided Arterial

LU = RS  
Z = R-E

LU = RS  
Z = R-E



**SITE DATA TABLE**

SITE ADDRESS:	13000 PARK BOULEVARD
PARCEL ID:	29-30-15-70794-400-0701; 29-30-15-70794-400-0703
SITE AREA:	±121,716 SF (±2.79 AC)
PROPOSED USE:	20 UNITS (1 DUPLEX AND 6 TRIPLEXES) 16 1-BR UNITS / 4 2-BR UNITS
PROPOSED ZONING:	RM W/CO
PROPOSED LAND USE:	RL
ISR:	25%
OPEN SPACE:	75%
MAXIMUM HEIGHT:	<35 FEET (1 STORY)
PROPOSED SETBACKS:	
FRONT	25 FEET MIN
SIDE	15 FEET MIN
REAR	215 FEET MIN
PARKING:	30 SPACES REQUIRED 31 SPACES PROVIDED (29 STANDARD PACES + 2 ADA SPACES)
* SITE LIMITED TO 24 RESIDENTS	