

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is dated _____, 2019, effective as provided in Section 5 of this Agreement, and entered into between McMullen Booth 2AC 3 2019 Trust, Martin J. Rosato, Trustee ("Owner") and Pinellas County, Florida, a political subdivision of the State of Florida acting through its Board of County Commissioners, the governing body thereof ("County").

R E C I T A L S :

- A. Sections 163.3220 – 163.3243, Florida Statutes, which set forth the Florida Local Government Development Agreement Act ("Act"), authorize the County to enter into binding development agreements with persons having a legal or equitable interest in real property located within the unincorporated area of 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. Owner is the owner of approximately two (2) acres m.o.l. of real property ("Property") located at the east side of McMullen Booth Road north of Curlew Road in the unincorporated area of the County, more particularly described on Exhibit "A" attached hereto.
- D. Owner desires to develop and use the Property as a Medical office.
- E. The Property currently has a land use designation of ROS, Recreation Open Space and is zoned R-A, Residential Agriculture District.
- F. Owner has requested that the County place a land use designation of I, Institutional and a zoning designation of LI, Limited Institutional on the Property.
- G. 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 zoning and land use designation based upon the provisions of the Agreement.
- H. The County and Owner have determined that it would be mutually beneficial to enter into a development agreement governing the matters set forth herein and have negotiated this Agreement in accordance with the Code and the Act.
- I. The County has found that the terms of this Agreement are consistent with the Pinellas County Comprehensive Plan and the Code.

STATEMENT OF AGREEMENT

In consideration of and in reliance upon the premises, the mutual 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 Owner.

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 land use designation of Institutional and a zoning designation of Limited Institutional, as requested on the Property.

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

Section 6. Obligations under this Agreement.

6.1. Obligations of the Owner.

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

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

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

6.1.3.1 The development of the Property shall be consistent with the Concept Plan attached hereto as Exhibit "B" and limited to one story in height. Since McMullen Booth Road is a scenic non-

commercial corridor, the Owner proposes to exceed the minimum code requirements, for buffering as follows:

- a. The width of the landscape buffer on McMullen Booth Road shall be not less than ten (10) feet, where five (5) feet is required;
 - b. The number of trees along McMullen Booth Road shall be four (4) trees per one hundred (100) linear feet of road frontage, for a total of sixteen (16) trees where twelve (12) are required. The trees shall be at least four (4) inch caliper at planting, where two (2) inch caliper trees are required.
- 6.1.3.2 The Property shall be used for a medical office only, which shall not exceed 18,000 square feet, air conditioned.
- 6.1.3.3 The entrance to the Property shall be limited to one driveway on McMullen Booth Road, and further restricted to right-in, right-out turning movements only. The driveway entrance shall include raised curbs to further regulate turning movements.
- 6.1.3.4 The turn lane for the Property on McMullen Booth Road shall be designed, approved and constructed to County standards, at Owner's sole cost and expense.
- 6.1.3.5 Owner shall seek approval and construct consistent therewith, at Owner's sole cost and expense, modifications and improvements to the existing full median opening at the intersection of McMullen Booth Road and Landmark Boulevard, which shall include raised curbs, and be generally consistent with the graphic depicted on Exhibit "C" attached hereof.

Owner shall be entitled to impact fee credits for the improvements described in Section 6.1.3.3, 6.1.3.4 and 6.1.3.5 above.
- 6.1.3.6 **Development Intensities.** Owner shall comply with the building intensities and height required by the Property's zoning and land use designations, unless otherwise modified by this Agreement.
- 6.1.4 **Recording of Deed Restriction.** Prior to the approval of a site plan or issuance of a development permit for the Property, Owner shall record a deed restriction encumbering the Property in the official records of Pinellas County, Florida and deliver a copy of such recorded deed restriction to the Director of the County Planning Department or his 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.

6.2 Obligations of the County.

6.2.1 Concurrent with the approval of this Agreement, the Board amends the land use and zoning designation for the Property as set forth in Recital F above.

6.2.2 County will process preliminary and final site plan applications for the Property that are consistent with the Plan and that meet the requirements of the Code at the time of submittal.

6.2.3 The final effectiveness of the redesignation referenced in Section 6.2.1 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. Development of the Property will be governed by and must satisfy the concurrency ordinance provisions applicable at the time of the effective date of this Agreement.

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

Section 8. Required Local Government Permits. 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. Construction plan approval(s);
- 8.3. Building permit(s); and

8.4. 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. Owner agrees to cooperate and not contest any administrative procedures necessary to implement restoration of the land use and zoning designations. This obligation survives the termination of the Agreement for the time necessary to accomplish the redesignations.

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

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

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

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

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

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

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

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

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

If to Owner: McMullen Booth 2AC 3 2019 Trust
Attn: Martin J. Rosato, Trustee
P. O. Box 348
Largo, FL 33779

With copy to: E. D. Armstrong III, Esquire
Hill Ward Henderson
600 Cleveland Street, Suite 800
Clearwater, FL 33755

Dr. Michael A. Pikos
8740 Mitchell Blvd.
Trinity, FL 34655

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

With copy to: David S. Sadowsky, Esquire
Senior Assistant County Attorney
Pinellas County Attorney's Office
315 Court Street
Clearwater, Florida 33756

Properly addressed, postage prepaid, notices or communications shall be deemed delivered and received on the day of hand delivery, the next business day after deposit with an overnight courier service for next day delivery, or on the third (3rd) day following deposit in the United States mail, certified mail, return receipt requested. The parties may change the addresses set forth above (including the addition of a mortgagee to receive copies of all notices), by notice in accordance with this Section.

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

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

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

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

Section 18. Completion of Agreement. Upon the completion of performance of this Agreement or its revocation or termination, the Owner or his successor in interest shall record a statement in the official records of Pinellas County, Florida, signed by the parties hereto, evidencing such completion, revocation or termination, and shall forthwith deliver a copy of this document to the 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 Owner includes Owner's successors or assigns. This Agreement was the production of negotiations between representatives for the County and Owner and the language of the Agreement should be given its plain and ordinary meaning and should not be construed against any party hereto. If any term or provision of this Agreement is susceptible to more than one interpretation, one or more of which render it valid and enforceable, and one or more of which would render it invalid or unenforceable, such term or provision shall be construed in a manner that would render it valid and enforceable.

Section 21. 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 Page to follow

WITNESSES:

[Signature]

Printed Name: Thomasene Tarapani

[Signature]

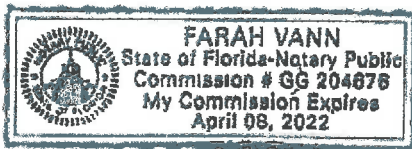
Printed Name: David Santibanez

OWNER

By: *[Signature]*
MARTIN J. ROSATO TR.

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 19 day of December 2019, by Martin J. Rosato, who is personally known to me or who produced Drivers License as identification.



Farah Vann
Notary Public

By: Farah Vann
Print Notary Name
My Commission Expires: April 8, 2022

ATTEST:

PINELLAS COUNTY, FLORIDA

KEN BURKE, CLERK

Deputy Clerk

By: _____
Chairman
Board of County Commissioners

APPROVED AS TO FORM:

[Signature]
County Attorney

CAO Doc No.:

**MCMULLEN BOOTH ROAD
DEVELOPMENT AGREEMENT**

EXHIBIT A- LEGAL DESCRIPTION


16-28-16-00000-240-0140

Compact Property Record Card

Updated March 26, 2019

[Home](#) [Print](#) [Search](#) [Help](#) [About](#)

Ownership/Mailing Address & Name	Site Address
Mailing Address ROSATO, MARTIN PO BOX 348 LARGO FL 33779-0348	MCMULLEN BOOTH RD (Unincorporated)



Property Area: 1000 (Vacant Commercial Land - lot & Total Heated Total Gross acreage) SF: SF:

[click here to hide] Legal Description

PART OF SW 1/4 OF NW 1/4 OF SEC 16-28-16 DESC FROM SE COR OF SD SW 1/4 OF NW 1/4 TH S89D27'57"E 227.03FT TH N00D32'03"E 59FT TH CUR RT RAD 87.50FT ARC 121.67FT CB N49D37'45"W 112.11FT TH CUR LT RAD 2291.83FT ARC 351.71FT CB N14D11'18"W 351.37FT TH N23D10'27"W 332.96FT FOR POB TH CONT N23D10'27"W 146.35FT TH N18D24'07"W 263.55FT TH N71D35'53"E 214.97FT TH S18D24'07"E 409.39FT TH S71D35'53"W 202.80FT TO POB CONT 2 AC

COPY

**MCMULLEN BOOTH ROAD
DEVELOPMENT AGREEMENT**

EXHIBIT B- CONCEPT PLAN

MEDICAL OFFICE DEVELOPMENT

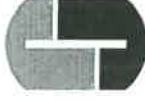
McMULLEN BOOTH ROAD
PINELLAS COUNTY, FLORIDA



SITE LOCATION

Revisions	Date	By

John A. Jonnatti
Principal Architect
Pinellas County, Florida



JONNATTI
ARCHITECTURE
INCORPORATED
23023 US Highway 19 N
Clearwater, Florida 33765
(727) 755-4101
(212) 755-8005 FX

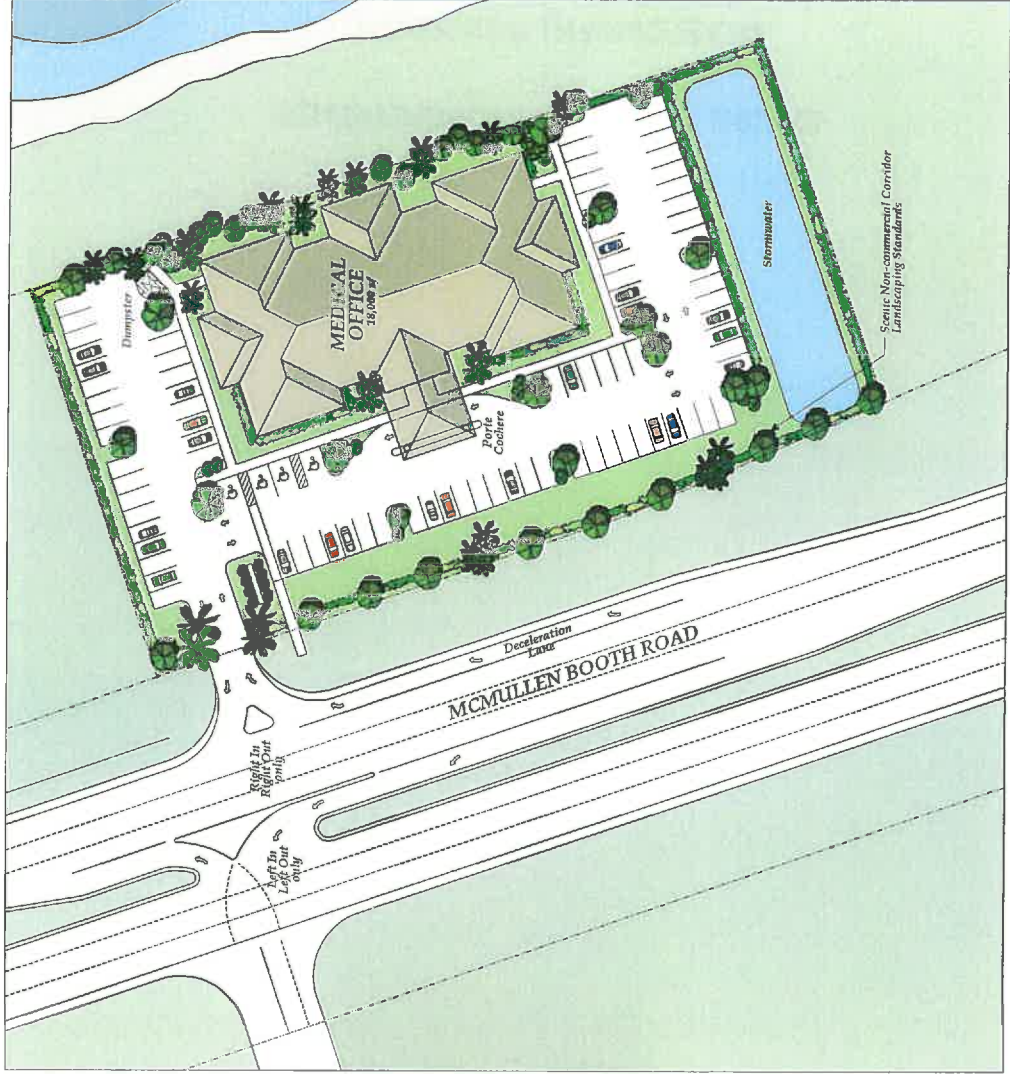
www.jonnatti.com
info@jonnatti.com
www.jonnatti.com



MEDICAL OFFICE DEVELOPMENT
McMULLEN BOOTH ROAD
PINELLAS COUNTY
FLORIDA

Drawn	MAJ
Checked <td>MAJ</td>	MAJ
Date <td>APRIL 6, 2018</td>	APRIL 6, 2018
Scale <td>AS NOTED</td>	AS NOTED
Job No. <td>PK003</td>	PK003

Sheet: **P1**



SITE DATA
SITE AREA: 2.0 ACRES
BUILDING AREA: 18,000 SQ FT
CARS PARKED: 90 CARS



**MCMULLEN BOOTH ROAD
DEVELOPMENT AGREEMENT**

EXHIBIT C- MEDIAN IMPROVEMENTS

Conceptual Diagram Only

Details & Dimensions to be Determined During Final Engineering

Proposed Project
Site Driveway

RESTRICTED DRIVEWAY CONNECTION
(RIGHT-IN/RIGHT-OUT ONLY)

MEDIAN CHANNELIZATION
(ALLOWS LEFT-TURN MOVEMENTS ONLY TO/FROM LANDMARK BOULEVARD)

McMullen Booth Road

Landmark
Boulevard



RAYSOR
Transportation Consulting
19046 BRUCE B. DOWNS BLVD #339
TAMPA, FLORIDA 33647
(813) 625-1699 • (813) 413-7432 tx
ENB No. 27789

MICHAEL D. RAYSOR, P.E.
FL P.E. No. 60919

MEDICAL OFFICE DEVELOPMENT
MCMULLEN BOOTH ROAD, PINELLAS COUNTY, FLORIDA
PARCEL ID No. 6281800002400140
CONCEPTUAL IMPROVEMENTS

REVISIONS	DATE
1	
2	
3	
4	
5	

DATE: 08-01-19
PROJECT NO.: 491010
DRAWING NO.: T-1 of 1