

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is dated _____, 2017, effective as provided in Section 5 of this Agreement, and entered into between **CSC Properties, LLC**, a Florida limited liability company or its assigns ("Developer") 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. Developer has entered into a contract to acquire approximately **0.55** acres m.o.l. of real property ("Property") located approximately 110 feet west of the southwest corner of Park Blvd. and 137th Street in the unincorporated area of the County, more particularly described on Exhibit "A" attached hereto.
- D. Developer desires to develop and use the Property as a **Restaurant with an Optional Drive-Thru.**
- E. The Property currently has a land use designation of **CG** and is zoned **C-1**.
- F. Developer has requested that the County place a zoning designation of **C-2** 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 designation based upon the provisions of the Agreement.
- H. 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.
- 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 Gaetano and Grace Critelli ("Owner") who have joined in the execution hereof. Developer has an equitable interest in the Property.

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 zoning designation of C-2, 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, and this Agreement shall run with the title to the Property and shall be binding on Developer and its successors in interest of the Property.

Section 6. Obligations under this Agreement.

6.1. Obligations of the Developer.

6.1.1. Binding Obligations. The obligations and rights under this Agreement shall be binding on and shall inure to the benefit of Developer, its successors or assigns. Without limiting the general applicability of the immediately foregoing provision, such obligations and rights shall be binding on the Developer.

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 a **Small Restaurant (50 seats or less) with an Optional Drive-Thru** only.
 - 6.1.3.2 The development of the property shall occur in substantial conformance to the concept plan as depicted in Exhibit B.
 - 6.1.3.3 There shall be no ingress/egress from and to 77th Avenue North.
 - 6.1.3.4 At a minimum, the rear (south) 25 feet of the property shall be limited to drainage retention, screening and buffering.
 - 6.1.3.5 Exterior lighting and amplified noise shall be shielded and directed away from the residential property to the south.
 - 6.1.3.6 Development Intensities. The Property shall be developed in compliance with the building intensities and height required by the Property's zoning and land use designations, unless otherwise modified by this Agreement.
 - 6.1.3.7 Access. Vehicular access to the Property shall be permitted only through the driveway lying to the west of the Property (generally as depicted upon Exhibit "B" attached hereto), over which an ingress/egress easement shall exist at the time of permitting.
- 6.1.4 Recording of Deed Restriction. As a condition to the final approval of a site plan or issuance of a development permit for the Property, but after final conveyance of Property from Owner to Developer or its assigns, Developer 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 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 the effective date of this Agreement.

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; and

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 Developer.

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 zoning designation. Developer agrees to cooperate and not contest any administrative procedures necessary to implement restoration of the zoning designation. 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.

10.3. If Owner's fee simple interest is not conveyed to Developer or its assigns, the Owner may request that the County terminate this Agreement and County shall sign such termination which may be recorded in the public records. In the event of such termination, County may proceed pursuant to Section 10.1 to redesignate the Property to its prior zoning designation as if the zoning map amendment did not occur.

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 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: CSC Properties, LLC
5795 Ulmerton Road, Suite 200
Clearwater, FL 33760

With copy to: Katie E. Cole, Esquire
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 copy to: David S. Sadowsky, Esquire
Senior Assistant County Attorney
Pinellas County Attorneys 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. 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 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. 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.

End of Substantive Provisions, Signature Page to follow

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

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

WITNESSES:

DEVELOPER

CSC Properties, LLC, a Florida limited liability company

Jean Edwards
Printed Name: JEAN EDWARDS

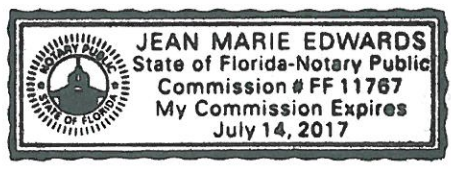
By: ROGERS HAYDON
MANAGER

Annette Jacoby
Printed Name: ANNETTE JACOBY

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15th day of JUNE, 2017, by ROGERS HAYDON, MANAGER, the **CSC Properties, LLC**, a Florida limited liability company, who is personally known to me or who produced _____ as identification.

Jean Marie Edwards
Notary Public



By: Jean Marie Edwards
Print Notary Name
My Commission Expires:

ATTEST:

PINELLAS COUNTY, FLORIDA

KEN BURKE, CLERK

Deputy Clerk

By: _____
Chairman
Board of County Commissioners

APPROVED AS TO FORM:

[Signature]
County Attorney

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT, CONTINUED

CONSENT TO AGREEMENT

WITNESSES:

OWNER:

[Signature]
Printed Name: Karina Stan

[Signature]
Gaetano Critelli

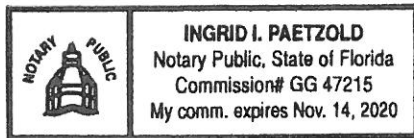
[Signature]
Printed Name: Andrew Foraker

[Signature]
Grace Critelli

STATE OF FLORIDA
COUNTY OF PINELAS

The foregoing instrument was acknowledged before me this 19 day of JUNE, 2017, by _____ the Gaetano Critelli and Grace Critelli, who is personally known to me or who produced DRIVER License as identification.

[Signature]
Notary Public



By: INGRID I. PAETZOLD
Print Notary Name
My Commission Expires: NOV. 14, 2020

EXHIBIT A

Legal Description

PARCEL 1:

30-30-15-36486-000-1530

Lot 153, HARBOR VIEW #4, according to the map or plat thereof as recorded in Plat Book 6, page 9, of the public records of Hillsborough County, Florida, of which Pinellas County was formerly a part; TOGETHER WITH an easement for ingress and egress over the East 32 feet of Lot 161, LESS that part of Lot 161 which lies within 50 feet South of the East/West half section line of Section 30, Township 30 South, Range 15 East, and the East 32 feet of the North 30 feet of Lot 152, HARBOR VIEW #4, as recorded in Plat Book 6, page 9, of the public records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

PARCEL 2:

30-30-15-36486-000-1540

Lot 154, HARBOR VIEW #4, according to the map or plat thereof as recorded in Plat Book 6, page 9, of the public records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

PARCEL 3:

30-30-15-36486-000-1590

Lots 159 and 160, HARBOR VIEW #4, according to the map or plat thereof as recorded in Plat Book 6, page 9, of the public records of Hillsborough County, Florida, of which Pinellas County was formerly a part; LESS those portions of said lots that lie within 50 feet South of the East/West half section line of Section 30, Township 30 South, Range 15 East.



EXHIBIT B

Development Plan

