

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is dated _____, 2018, effective as provided in Section 5 of this Agreement, and entered into between Berati 2, LLC, a Florida limited liability company ("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").

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. Owner is the owner of approximately 2.7 acres m.o.l. of real property ("Property") located within a portion of Parcel ID No. 30-29-16-55044-000-0024 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:
 - o Outdoor, indoor, and/or covered storage of automobiles, recreational vehicles, and/or boats; and,
 - o Single family dwelling units.
- E. The Property currently has a land use designation of "RLM" and is zoned C-2.
- F. Owner has requested that the County place a land use designation of CG on the eastern four hundred thirty four feet ($\pm 434'$) of the Property (the "Eastern Portion"), as well as apply a zoning designation of R-1 on the western three hundred fifty feet ($\pm 350'$) of the Property (the "Western Portion") as generally depicted in Exhibit "B" which shall be referenced for demonstrative purposes only.
- 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 CG and a zoning designation of R-1, 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 the submittal of the applications.

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

6.1.3.1 The Western Portion shall only be used for single family dwelling units.

6.1.3.2 The Eastern Portion shall only be used for outdoor, indoor, and/or covered storage of automobiles, recreational vehicles, and/or boats.

6.1.3.3 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.

6.1.3.4. Development Lighting. Any offsite impacts of artificial lighting utilized by the Owner on the Eastern Portion shall be mitigated through reasonable methods including, but not limited to, the utilization of indirect lighting (*e.g.* "down lighting.")

6.1.3.5 Enhanced buffering and screening to the west. Along the western boundary of the Property, the Owner shall add the following buffering and screening:

- Buffering. A buffer of twenty feet (20') shall exist.
- Screening. A six foot (6') opaque fence as well as landscape trees consistent with the Pinellas County Residential Landscape Guide & Approved Species List shall be placed along the western boundary of the Property.

6.1.3.6 Enhanced screening to the south. Along the southern boundary of the Eastern Portion, the Owner shall add the following screening:

- Buffering. The Owner shall not construct anything, encroach upon, or store anything within the existing Florida Department of Transportation drainage easement along the Eastern Portion's southern border that is approximately thirty-five feet (35') in width.
- Screening. Owner shall construct a six foot (6') opaque fence north of the drainage easement along the Eastern Portion's southern border as generally depicted on Exhibit "B," within ninety (90) days of the effective date of 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 County amends the land use and zoning designation for the Property as set forth in Recital F above.

6.2.2. Concurrent with the approval of this Agreement, the County approves a road frontage variance of zero feet (0') where eighty feet is required in a R-1 District, for the Western Portion pursuant to Section 138-1279 of the Pinellas County Code of Ordinances ("Road frontage.")

6.2.3 County will process final site plan applications for the Eastern Portion that are consistent with the Plan and that meet the requirements of the Code at the time of the submittal of the site plan applications.

6.2.4 The final effectiveness of this Section 6.2 is subject to:

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

6.2.4.2 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 City of Largo.

7.3. Fire protection from the City of Largo.

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 Eastern Portion of 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 re-designations.

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: Berati #2, LLC
Sokol Sheui, Registered Agent
2541 Hibiscus Drive
Belleair Beach, FL 33786

With copy to: Johnson, Pope, Bokor, Ruppel & Burns, LLP
David B. Singer, Esq.
401 East Jackson Street
Suite 3100
Tampa, FL 33602

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. 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.

WITNESSES:

OWNER


Printed Name: JASLINE ADAMS

By: 
SOKOL SHEKU

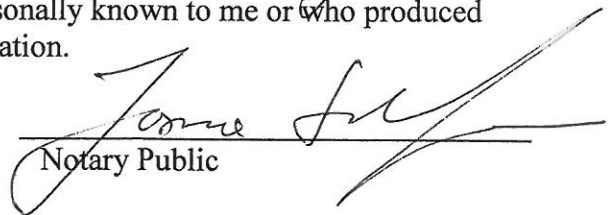

Printed Name: RONALD E MORGAN



Jasna Sarafijanovic
Notary Public
State of Florida
My Commission Expires 03/20/2020
Commission No. FF 972938

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 26th day of June, 2018, by Sokol Sheku, who is personally known to me or who produced Florida driver license as identification.
5000-780-71-135-0


Notary Public

By: Jasna Sarafijanovic
Print Notary Name
My Commission Expires: 03/20/2020


ATTEST: KEN BURKE, CLERK

PINELLAS COUNTY, FLORIDA

Deputy Clerk

By: _____
Kenneth T. Welch, Chairman

APPROVED AS TO FORM:



County Attorney

Exhibit "A"

The western seven hundred eighty four feet, ($\pm 784'$) of the south one-hundred-fifty feet (150') of Lot 2, Maple Leaf Farms Subdivision, according to the plat thereof, as recorded in Plat Book 28, Page 5, of the Public Records of Pinellas County, Florida.

Exhibit "B"

