

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is dated July 18, 2017, effective as provided in Section 5 of this Agreement, and entered into between Pioneer Developers of America, Inc., a Florida corporation ("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 is the contract purchaser of approximately 36.09 acres m.o.l. of real property ("Property") located at 500 Anclote Road 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 residential and industrial project.
- E. The Property currently has a land use designation of Employment (E) and is zoned M-1.
- F. Developer has requested that the County place a land use designation of Residential Low (RL) and a zoning designation of R-5 on a 11.23 acre m.o.l. portion of the Property ("Residential Parcel") and maintain the future land use designation of Employment (E) and zoning of M-1 on the 24.86 acre m.o.l. remainder of the Property ("Employment Parcel") as shown on attached Exhibit "B" attached hereto and made a part hereof.
- 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 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 Ancote Road Industrial Park, Inc., a Florida corporation.

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 RL and a zoning designation of R-5 on the Residential Parcel, as requested.

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 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 Industrial Parcel shall be used only for those uses permitted in the Employment Land Use category or any conditional use,

special exception, accessory use or ancillary use allowed by the local zoning authority of the jurisdiction for a period of ten (10) years from the Effective Date and memorialized as provided for in section 6.1.4 below.

6.1.3.2 There shall be a separation between the Industrial uses and principal structures Residential uses of at least twenty (20) feet.

6.1.3.3 Developer shall substantially complete roads, sanitary sewer and water for at least a portion (no less than 10 acres) of the Employment Parcel prior to the issuance of the first Certificate of Occupancy for a home to be built on the Residential Parcel.

6.1.3.4 Development Intensities. Developer 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. Developer shall record a deed restriction encumbering the Property within 90 days after final effectiveness after the time period for appeal, 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 limit use of the Employment Parcel as provided for herein. The deed restriction shall automatically terminate after ten (10) years and may be amended or earlier 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 Pinellas County Comprehensive 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.

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 in effect at the time of the effective date of this Agreement.

- 7.1. Potable water from City of Tarpon Springs.
- 7.2. Sewer service from City of Tarpon Springs.
- 7.3. Fire protection from Tarpon Springs Fire District.
- 7.4. Drainage facilities for the Property 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 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 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:	George Zutes, President Pioneer Developers of America, Inc. 46 W. Lemon Street Tarpon Springs, FL 34689
With 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 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. 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. Assignment. Developer may assign the obligations and benefits of this Agreement to any entity with a legal or equitable interest in the Property with notice to the County.

Section 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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:

DEVELOPER:

PIONEER DEVELOPERS OF AMERICA,
INC., a Florida corporation

Christine Smith

Printed Name: CHRISTINE SMITH

By:

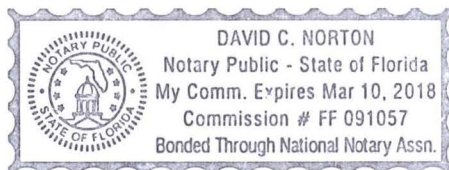
George Zutes PRESIDENT
George Zutes, its President

David C. Norton

Printed Name: DAVID C. NORTON

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 27 day of FEBRUARY, 2017, by George Zutes, as President of Pioneer Developers of America, Inc., a Florida corporation, who is personally known to me or who produced _____ as identification.



David C. Norton
Notary Public

DAVID C. NORTON

By:

Print Notary Name

My Commission Expires: 3-10-18

ATTEST:

PINELLAS COUNTY, FLORIDA

KEN BURKE, CLERK

Ken Burke
Deputy Clerk

By:

David C. Long
Chairman
Board of County Commissioners

APPROVED AS TO FORM:

David Long
County Attorney

~~PRECISION~~ SURVEYING & MAPPING, INC.

GENERAL NOTES

1. THIS SKETCH IS NOT A SURVEY
2. BEARINGS SHOWN HEREON ARE BASED ON THE GRID BEARING OF SOUTH 00°46'04" EAST, FOR THE EAST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA.

SKETCH OF

ALL OF LOT 1 AND ALL OF LOT 2, LESS THAT PART OF THE WEST 385 FEET, THAT LIES WITHIN THE NORTH 30 FEET OF THE SOUTHEAST ONE-QUARTER (SE $\frac{1}{4}$) OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 15 EAST; ALL THAT PART OF LOT 3, LESS THE 180 FEET BY 210 FEET PARCEL DEEDED TO CAREY, AND ALL THAT PART OF LOT 4, LYING NORTH OF THE ANCLOTE ROAD RIGHT-OF-WAY, TIETZ ALLOTMENT, ACCORDING TO THE MAP OR PLAN THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 52 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART; TOGETHER WITH ALL RIPARIAN RIGHTS APPERTAINING THERETO.

RECORDED IN OFFICIAL RECORDS BOOK 4695, PAGE
2161 OF THE PUBLIC RECORDS OF PINELLAS COUNTY,
FLORIDA.

LESS AND EXCEPT

A PORTION OF LOT 3, TEITZ ALOTMENT, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 52, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 2, NORTH 00°46'04" WEST, A DISTANCE OF 1,363.77 FEET TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4695, PAGE 2161 OF SAID PUBLIC RECORDS, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF ANCLOTE ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 89°11'21" WEST, A DISTANCE OF 627.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 89°11'21" WEST, A DISTANCE OF 300.00 FEET TO THE SOUTHEAST CORNER OF THE PARCEL DEEDED TO CAREY; THENCE ALONG THE EAST BOUNDARY LINE OF SAID CAREY PARCEL AND ITS NORTHERLY EXTENSION, NORTH 00°50'48" WEST, A DISTANCE OF 350.00 FEET; THENCE NORTH 89°11'21" EAST, A DISTANCE OF 300.00 FEET; THENCE SOUTH 00°50'48" EAST, A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING.

THE OVERALL DESCRIBED PARCEL CONTAINS 36.09
ACRES MORE OR LESS.

WORK ORDER NO: 170001
FOR: PIONEER DEVELOPERS OF AMERICA, INC.
DATE OF SKETCH: JANUARY 16, 2017

F.B. N.A.
P.G. N.A.

SEC. 02, TWP. 27 S., RNG. 15 E.

ANCLOTE INDUSTRIAL PARK
P.B. 112, PG. 46-48

BRADY ROAD
R/W WIDTH VARIES
N 88°58'35" E 947.28'

NE CORNER OF
THE SE. 1/4 OF
SEC. 2-27-15

L&R INDUSTRIAL BLVD.
R/W WIDTH VARIES

PER O.R.B. 18022, PG. 1403

~~PRECISION~~ SURVEYING & MAPPING, INC.

CERTIFICATE OF AUTHORIZATION NO. LB-6734

7710 MASSACHUSETTS AVENUE
NEW PORT RICHEY, FLORIDA 34653
727-841-8414

P.O.C. LESS OUT PARCEL
SE. CORNER OF
SEC. 2-27-15

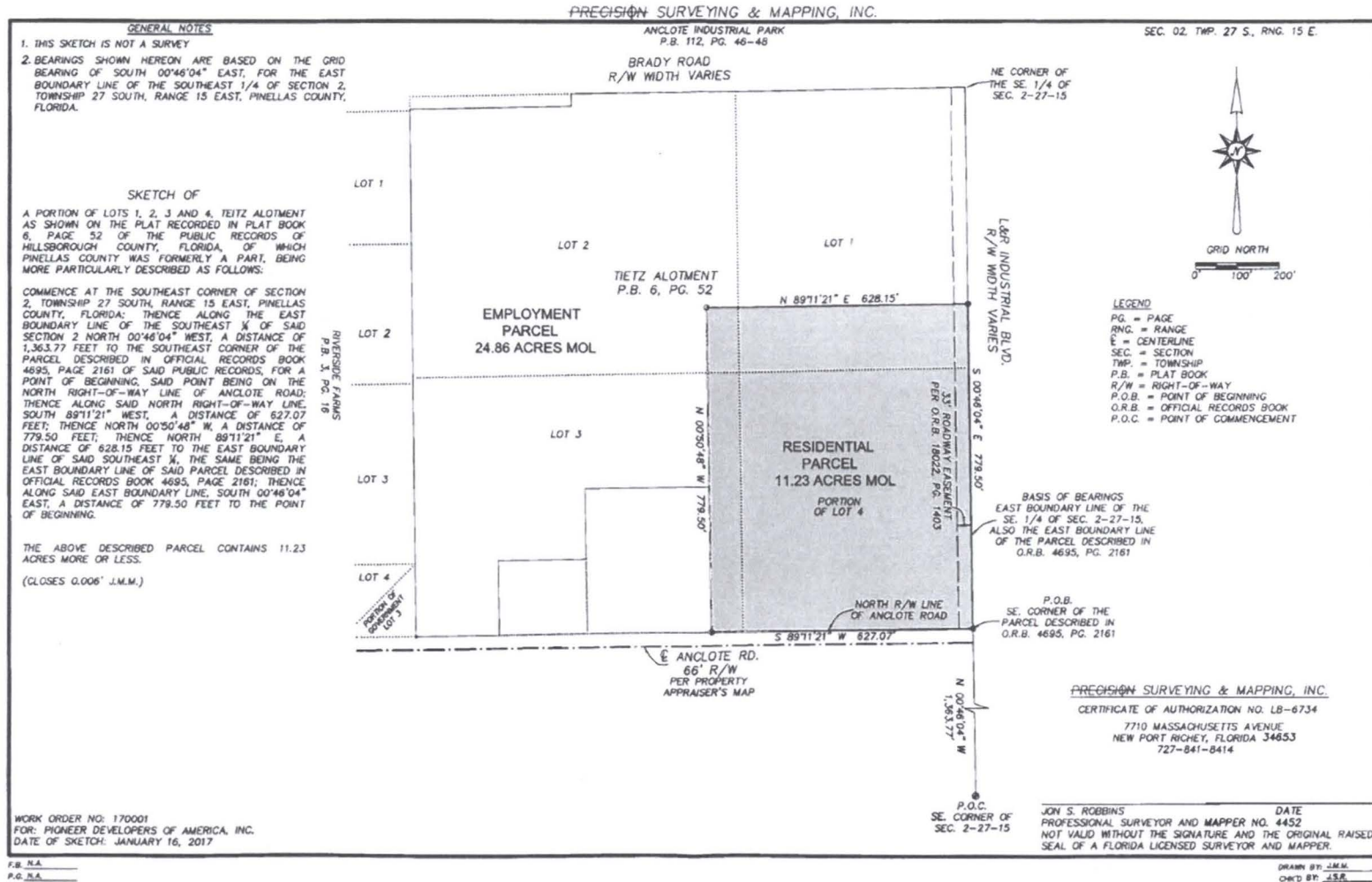
JON S. ROBBINS DATE
PROFESSIONAL SURVEYOR AND MAPPER NO. 4452
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: J.M.M.
CHK'D BY: J.S.R.



Exhibit "A"

LINE	BEARING	DISTANCE
L1	N 00°42'02" W	30.00'



[illegible]