

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is dated _____ 2012, effective as provided in Section 5 of this Agreement, and entered into among AEC Sunset Point, LLC, 2159 McMullen Booth Road, Clearwater, Florida 33759, its successors and assigns, hereinafter referred to as ("Developer"), and the CITY OF CLEARWATER, FLORIDA, a municipality of the State of Florida acting through its City Council, the governing body thereof ("City").

RECITALS:

WHEREAS, Sections 163.3220 - 163.3243, Florida Statutes, which set forth the Florida Local Government Development Agreement Act ("Act"), authorize the City to enter into binding development agreements with persons having a legal or equitable interest in real property located within the corporate limits of the City;

WHEREAS, under Section 163.3223 of the Act, the City has adopted Section 4-606 of the City of Clearwater Community Development Code ("Code"), establishing procedures and requirements to consider and enter into development agreements;

WHEREAS, the Developer owns approximately 19.418 acres of real property located at 2750 and 2754 Sunset Point Road ("Property") in the corporate limits of the City, which is comprised of two described properties, as more particularly described in Exhibit A attached hereto and incorporated herein, which are the descriptions of the two parcels totaling the 19.418 acres;

WHEREAS, the Developer desires to develop the Concept Plan Area, comprised of 6.571 acres with an expansion of existing research and fabrication facilities for aviation instruments and equipment consisting of 130,000 sq. ft. of two story (maximum 35 feet) development, generally conforming to the conceptual plan shown on Exhibit B attached hereto and incorporated herein (the "Concept Plan");

WHEREAS, the Developer desires to establish the required 25 foot buffer between the proposed development and the 12.84 acre preservation area in conjunction with an approved concept plan, generally conforming to the requirements shown on Exhibit B attached hereto and incorporated herein ("Concept Plan");

WHEREAS, the Developer wishes to provide additional protection to 25% of the Property perimeter that abuts existing residential uses, by establishing a 25 foot setback to residential boundaries (17.4 feet as to northern boundary/Regency Oaks), as shown in Exhibits B and G;

WHEREAS, the Developer wishes to provide additional protection to abutting institutional, office and residential uses by limiting the allowable height for the proposed research and fabrication structure to no more than two (2) stories;

WHEREAS, the Developer will establish an acceptable perpetual restrictive covenant to limit industrial uses allowed in the proposed facility (See Exhibit C – Proposed Restrictive Covenants), which shall be recorded in the Official Records of Pinellas County, Florida, and enforceable by the City of Clearwater;

WHEREAS, the Developer has requested a land use plan amendment resulting in a change to approximately 6.571 acres m.o.l. of the Property;

WHEREAS, the Developer has requested a land use plan amendment from Institutional (I), to Industrial Limited (IL) and a rezoning from Institutional (I) to Industrial, Research, and Technology (IRT,) for the Concept Plan Area, as shown on Exhibit B;

WHEREAS, the Developer desires to provide appropriate buffer to the existing preservation area, but such area will only be defined when final jurisdiction boundaries (consistent with DEP, SWFWMD and City requirements) are set by the Final Site Plan, and said boundaries will modify the definition of the buffer from the generalized description (12.84 acres) that is based on the current Pinellas Planning Council Future Land Use Map description of the Preservation land use area;

WHEREAS, the Developer agrees, upon issuance of a building permit, to place a Conservation Easement on the Preservation Area (12.84 acres), as to the portion of same which is wetlands, for the use by the City in protecting the area currently only controlled by its land use designation.

WHEREAS, the City has conducted such hearings as are required by and in accordance with Sections 163.3220 et seq. Fla. Stat. (2010) and any other applicable law;

WHEREAS, the City has determined that, as of the Effective Date of this Agreement, the proposed project is consistent with the City's Comprehensive Plan and Code;

WHEREAS, the City has conducted public hearings as required by Sections 4-206 and 4-606 of the Code;

WHEREAS, at a duly called and advertised public meeting on February ____, 2012, the City Council approved this Agreement and authorized and directed its execution by the appropriate officials of the City;

WHEREAS, the Community Development Coordinator ("CDC") reviewed the intent of the Concept Plan which will be developed into a Final Site Plan and approved the development of the 130,000 sq. ft. of two story (maximum 35 feet) research and

fabrication and associated site improvements for parking and storm water management conditioned upon the approval and execution of this Agreement; and,

WHEREAS, Developer has approved this Agreement and has duly authorized certain individuals to execute this Agreement on Developer's behalf.

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.

3.1 The Property currently has land use designations of Institutional, and is zoned Institutional.

3.2 Developer has requested a land use change from Institutional (I) to Industrial Limited (IL) on certain portions of the Property as shown on the Z-LU Amendment Requests Map.

3.3 Developer has requested a rezoning from Institutional (I) to Industrial, Research, and Technology (IRT) on certain portions of the Property as shown on the Z-LU Amendment Requests Map.

3.4 The Property is owned by Developer as is evidenced by the deeds attached as Exhibits D-1 and D-2. Legal description of Concept Plan Area is attached as Exhibit E, and Survey of Concept Plan Area and Zoning-Land Use Amendment Request are attached hereto as Exhibits F-1 and F-2.

3.6 The Property is generally located at 2750 and 2754 Sunset Point Road, Clearwater, Florida.

SECTION 4. Scope of Project

4.1 The Project shall consist of the 130,000 Sq. Ft of research and fabrication facilities with associated infrastructure and parking facilities on 6.571 acres as generally depicted on the Concept Plan.

4.2 The Project shall include 195 parking spaces (1.5 spaces per 1000 sq ft.), as shown on the Concept Plan attached and pursuant to city code requirements. Concept Plan proposes said parking spaces, but the building and circulation may be modified to accommodate additional parking under structures given the topography of the site and to accommodate any modification of the developable area due to the required 25 ft buffer.

4.3 The proposed floor area ratio on the Property for the proposed building of 130,000 square feet is .454 FAR. The proposed height of the Concept Plan buildings, as defined in the Code, is a maximum of 35 feet.

4.4 The Project complies with the Metropolitan Planning Organization's (MPO) countywide approach to the application of concurrency management for transportation facilities.

4.5 The Project shall include mitigation of the impact to the wetlands and preservations areas adjacent to the Concept Plan Area, as required by the state of Florida DEP and SWFWMD.

SECTION 5. Effective Date/Duration of this Agreement.

5.1 This Agreement shall not be effective until

5.1.1 this Agreement is properly recorded in the public records of Pinellas County, Florida; and

5.1.2 final approval and effectiveness of a land use designation of Industrial Limited (IL) on the Property; and

5.1.3 final approval and change of zoning to Industrial, Research, and Technology (IRT).

5.2 Within fourteen (14) days after the City approves the execution of this Agreement, the City shall record the Agreement with the Clerk of the Circuit Court for Pinellas County. The Developer shall pay the cost of such recording. The City shall submit Appropriate notice to the Department of Economic Opportunity (as required for small scale amendments) in the form of a copy of the recorded Agreement within fourteen (14) days after the Agreement is recorded. In the event that the contingency described in Section 5.1.2 above is not satisfied within twelve (12) months from the date hereof, the City and Developer agree to execute and deliver a termination of this Agreement, in recordable form, which shall be recorded in the Public Records of Pinellas

County, Florida at the expense of the Developer. Notwithstanding the foregoing, Developer may request an extension of time, via the Community Development Coordinator, for the completion of the contingencies for no more than twelve additional months.

5.3 This Agreement shall continue in effect until terminated, as defined herein, but for a period not to exceed twenty (20) years.

SECTION 6. Obligations under this Agreement.

6.1 Obligations of the Developer

6.1.1 The obligations under this Agreement shall be binding upon and the benefits of this Agreement shall inure to the Developer, its successors in interest or assigns.

6.1.2 At the time of development of the Property, the Developer will submit such applications and documentation as are required by law and shall comply with the City's Code applicable at the time of building permit review.

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

6.1.3.1 The Property and improvements located thereon will be developed pursuant to the requirements set forth in the applicable provisions of Article 4 of the Code and in substantial conformance with the Concept Plan and Future Final Site Plan approved by the subsequent development review process associated with Case Nos. LUP2011-09003 and REZ2011-09006. The size of the project, the fact that it is an ongoing existing business, and the economics of financing same will dictate that the project be developed in phases per requirements set forth in the attached Exhibit "F". Said Future Final Site Plan shall control in the event of conflict. In the event that no Future Final Site Plan is approved within two years of the Effective Date of this Agreement, the development rights under this Agreement shall be subject to termination under Section 10, including any conditions. Any minor revisions or changes to the Plan shall be approved by the Planning and Development Director as a minor modification, pursuant to the Code. Any modifications determined by the Planning and Development Director as either inconsistent or constituting a substantial deviation from the approved Plan and thus requiring further approval by the CDB shall require an amendment to this Agreement in accordance with the procedures of the Act and the Code, as necessary and applicable. Any and all such approved and adopted amendments shall be recorded in the public records of Pinellas County, Florida.

6.1.3.2 The Developer shall obtain building permits and shall thereafter timely obtain required certificates of occupancy in accordance with any development orders subsequently issued as a result of approval of case numbers LUP2011-09003 and REZ2011-09006. Nothing herein shall restrict Developer from seeking an extension of these time frames pursuant to applicable provisions of the Code,

Florida Statutes and of the Florida Building Code or from seeking an amendment to this Agreement.

6.1.3.3 The Developer shall be responsible for transportation obligations (collectively, "Transportation Obligations") as follows:

(i) The Applicant shall submit to the City's Traffic Operations Division a traffic impact study (TIS), methodology will be approved by the City;

(ii) The Applicant will implement the recommendations of the study for the reasonable improvements identified in the study.

(iii) The TIS required of the Developer shall include ingress and egress points serving AEC, which shall be constructed per requirements of the Clearwater Code or the Pinellas County Code, as applicable.

(iv) Parking on site will meet Code requirements and employees will be encouraged to utilize PSTA public transit, and consider other modes and form car pool arrangements to reduce on-site parking demand.

6.1.3.4 Development restrictions for the proposed project will include the following:

(i) The development intensity will be limited to 130,000 square feet, constituting a FAR of .454 ;

(ii) The height of the proposed structure will not exceed thirty-five (35') feet;

(iii) The primary structure, including pavement adjoining the structure, will be separated from any residentially designated property boundary by a setback of twenty-five (25') feet, and there shall be along the Eastern part of the site adjoining such residentially designated property a seven (7') foot tall, eight (8") thick masonry wall, which shall have a decorative finish such as stucco or paint, with trees installed on the Property, designed to grow above the wall with the intention of screening out visibility of the buildings developed on the Property from the view of the residentially designated properties. Such improvements shall be in substantial conformance with Exhibit G.

(iv) Loading zones for buildings to be constructed on the Property, and dumpster location shall be situated on the Westerly side of the buildings, and away from the Easterly side which adjoins the single family residential owners.

(v) As required by Section 3-904 of the Code, no vegetation shall obstruct views at a level between thirty (30") inches above grade and eight (8') feet above grade within the site visibility triangle adjacent to the Sunset Point access. In

addition, any invasive species contained within the site visibility triangle, regardless of height, shall be removed.

(vi) The proposed new structures will have a predominant appearance of an office building character on fronts toward Sunset Point Road and the abutting office and residential neighbors to the East. No structures will be pre-engineered metal buildings or similar industrial appearing buildings.

(vii) The building program will be phased to meet production and staffing needs, provided however, at the commencement of the initial phase of construction, the Developer shall complete construction of the buffering wall referenced in item (iii) above.

(viii) AEC will schedule deliveries during normal operating business hours (7:00 a.m. to 7:00 p.m.), except in emergency or extraordinary situations.

(ix) AEC will provide a list of chemicals used on site to be provided to the Clearwater Fire Department and periodically updated as relevant.

(x) Prior to issuance of a Certificate of Occupancy, the Developer shall, in accordance with Section 3-1806, Section 3-1807 or Section 6-104 of the Community Development Code, bring the existing nonconforming sign located on Sunset Point Road into compliance with the Community Development Code, Article 3 Division 18.

(xi) The following Industrial, Research and Technology (IRT) and Industrial Limited uses shall be prohibited by the Restrictive Covenant ("Exhibit C") to be recorded in the Official Records of Pinellas County, Florida:

- (a) Accessory Dwellings
- (b) Government Uses
- (c) Indoor Recreation/Entertainment
- (d) Outdoor Recreation/Entertainment
- (e) Parks and Recreation Facilities
- (f) Publishing and Printing
- (g) Restaurant, accessory drive-in
- (h) Restaurants
- (i) Self Storage
- (j) TV /Radio Studios
- (k) Vehicle Service
- (l) Wholesale Distribution/Warehouse Facility
- (m) Automobile Service Stations
- (n) Major Vehicle Service
- (o) Parking Lots (Other Than Accessory to the Primary Use)
- (p) Public facilities
- (q) Public Transportation Facilities

- (r) Residential Shelters
- (s) Retail Sales and Service
- (t) Utility/Infrastructure Facilities
- (u) Vehicle Sales/Displays and Major Vehicle Displays/Displays
- (v) Veterinary Offices or Animal Grooming
- (w) Adult Uses
- (x) Night Clubs
- (y) Overnight Accommodations
- (z) Salvage Yards
- (aa) Social Public Service Agencies
- (bb) Telecommunication Towers
- (cc) Outdoor Retail Sales, Outdoor Display, and Outdoor Storage
(so long as outdoor storage is prohibited under the IL or IRT usage regulations).

The Owner agrees to record these covenants with the Clerk of the Circuit Court of Pinellas County, Florida, and shall pay any and all expenses associated with their filings and recording.

6.1.4 The Developer shall be responsible for applying for, and seeking approval from the appropriate state and federal agencies.

6.1.5 Upon issuance of a permit for construction of the project proposed in the Concept Plan and Future Final Site Plan, the Developer shall contemporaneously record an executed perpetual Conservation Easement, which shall be recorded in the Public Records for Pinellas County, Florida, and shall encumber the area located within the Preservation Area determined to be wetland, per the jurisdictional determination, which shall have been obtained and provided to the City by the Developer, which Conservation Easement shall restrict or prevent development in the restricted area.

6.2 Obligations of the City.

6.2.1 Concurrent with the approval of this Agreement, the City shall promptly process the submitted amendments to the land use plan and zoning designations for the Property as set forth in Sections 3.2 and 3.3 of this Agreement.

6.2.2 In the event the approvals required by state and federal agencies for the purpose of setting the jurisdictional line for the Preservation Land Use and Zoning categories, sets the boundary of the Concept Plan Area in a location not consistent with the Concept Plan Land Use and Zoning Map attached hereto, the City agrees to use the administrative adjustment procedure, as outlined in the Code and the Pinellas Planning Council Countywide Rules, to adjust the line. Any amendment to the Concept Plan to reduce the amount of parking that may be required due to the location of the jurisdictional line shall not require an amendment to this Agreement so long as the Developer continues to exceed the minimum standards as required by Code. Nothing

herein shall relieve the Developer of pursuing the necessary approvals for the amendment of an approved site plan pursuant to the Code.

6.2.3 The City shall promptly process site and construction plan applications for the Property that are consistent with the Comprehensive Plan, the Concept Plan and that meet the requirements of the Code.

6.2.3 The final implementation of the land use category and zoning re-designations referenced in Section 6.2.1 is subject to:

6.2.3.1 The provisions of Chapters 163 and 166, 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, 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 the concurrency ordinance provisions applicable at the time of development approval, unless otherwise provided by law. With respect to transportation and other public infrastructure and services subject to concurrency requirements, all applicable concurrency provisions, as set forth in Article 4 Division 9 of the Community Development Code for the proposed development have been met.

7.1 Potable water is available from the City. The Developer shall be responsible for all necessary main extensions and applicable connection fees.

7.2 Sewer service is currently provided by the City. The Developer shall be responsible for all necessary main extensions and applicable connection fees.

7.3 Fire protection from the City.

7.4 Drainage facilities for the Property will be provided by the Developer at the Developer's sole expense.

7.5 Transportation concurrency requirements will be met. The project will comply with the Metropolitan Planning Organization's (MPO) countywide approach to the application of concurrency management for transportation facilities.

7.6 All improvements associated with the public facilities identified in Subsections 7.1 through 7.4 shall be completed prior to the issuance of any certificate of occupancy.

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, access, 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 City finds that development of the Property is consistent with the terms of this Agreement, is consistent with the City Comprehensive Plan and the Code.

SECTION 10. Termination.

10.1 If the Developer's obligations set forth in this Agreement are not followed in a timely manner, as reasonably determined by the City Manager, after notice to the Developer and an opportunity to be heard, existing permits shall be administratively suspended and issuance of new permits suspended until the Developer has fulfilled its obligations. Failure to timely fulfill its obligations may serve as a basis for termination of this Agreement by the City, (in addition to the termination provisions of Section 5.2 hereof), at the discretion of the City and after notice to the Developer and an opportunity for the Developer to be heard.

SECTION 11. Other Terms and Conditions.

11.1 Except in the case of termination, until twenty (20) years after the date of this Agreement, the Property shall not be subject to down-zoning, or intensity reduction, unless the City has held a public hearing and determined:

11.1.1 That substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

11.1.2 This Agreement is based on substantially inaccurate information provided by the Developer; or

11.1.3 That the change is essential to the public health, safety, or welfare.

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

Ordinances and Codes adopted subsequent to this Development Agreement by the City which are of general application not governing the development of land shall be applicable to the lands subject to this Development Agreement and such modifications are specifically anticipated herein.

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 the Developer: AEC Sunset Point, LLC
2159 McMullen Booth Road
Clearwater, Florida 33759

With copy to: William J. Kimpton, Esquire
605 Palm Blvd., Suite B
Dunedin, FL 34698-2628

If to City: City of Clearwater, City Attorney
ATTN: Pamela Akin, Esquire
112 South Osceola Avenue
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. **ASSIGNMENTS.**

14.1 By the Developer. The Developer may sell, convey, assign or otherwise dispose of any or all of its right, title, interest and obligations in and to the Concept Plan Area, in its entirety, without the prior written notice to the City, provided that such party (hereinafter referred to as the "assignee"), to the extent of the sale, conveyance, assignment or other disposition by the Developer to the assignee, shall be bound by the terms of this Agreement the same as the Developer for such part of the Project as is subject to such sale, conveyance, assignment or other disposition and Developer shall be released from such obligations that have been assumed by the by the Assignee.

14.2 Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the City, and its successors and assigns, and the Developer and, as

applicable to the parties comprising Developer, their successors and assigns, except as may otherwise be specifically provided herein.

SECTION 15. **Minor Non-Compliance.** The 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 City Manager, reasonably exercised, is of 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, a statement evidencing such completion, revocation or termination shall be signed by the parties hereto and recorded in the official records of the City.

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 the Developer includes the Developer's successors or assigns. This Agreement was the production of negotiations between representatives for the City and the Developer and the language of the Agreement should be given its plain and ordinary meaning and should not be strictly construed against any party hereto based upon draftsmanship. 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 hereto are thereby limited, 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 written notice to the other parties.

SECTION 22. Code Amendments. Subsequently adopted ordinances and codes of the City which is of general application not governing the development of land shall be applicable to the Property, and such modifications are specifically anticipated in this Agreement.

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.

SECTION 25. Amendment. This Agreement may be amended by mutual written consent of the City and the Developer so long as the amendment meets the requirements of the Act, applicable City ordinances, and Florida law.


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

WITNESSES:

AEC Sunset Point, LLC, a Florida
Limited liability company
2159 McMullen Booth Road
Clearwater, Florida 33759

By: Aviation Engineering Consultants,
Inc., a Florida corporation, Member

By: 
Kamran Rouhani, President


Printed Name: John Bagel


Printed Name: W. Kinsler

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 2nd day of Feb, 2011, by Kamran Rouhani, as President of Aviation Engineering Consultants, Inc., the

Member of AEC Sunset Point, LLC, on behalf of the corporation and limited liability company. He is ✓ personally known to me or has produced as identification.



[Signature]
Notary Public
Print Name:

CITY OF CLEARWATER, FLORIDA

Printed Name:

By:
William B. Horne II, City Manager

Printed Name:

Attest:

Rosemarie Call, City Clerk

Countersigned:

Frank V. Hibbard, Mayor

Approved as to Form:

Leslie K. Dougall-Sides
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this day of , 2011, by WILLIAM B. HORNE, II, as City Manager of the City of Clearwater, Florida, who is personally known to me or who produced as identification.

My commission expires:

Notary Public
Print Name:

DEVELOPMENT AGREEMENT – EXHIBITS

Exhibit A	Legal Description of Properties Constituting Concept Plan Area and Buffer Area Totaling 19.418 acres
Exhibit B	Concept Plan (consists of 6.571 acres)
Exhibit C	Restrictive Covenants
Exhibit D-1	Deed for 17.4 Acres
Exhibit D-2	Deed for 2.018 Acres
Exhibit E	Concept Plan Area – 6.571 acres
Exhibit F-1	Survey of Concept Plan Area
Exhibit F-2	Zoning and Land Use Amendment Areas/Cross-Hatched
Exhibit G	Buffer Adjoining Residentially Designated Property
Exhibit H	AEC Project/Phase Development Plan

EXHIBIT A

PARCEL 1:

A PART OF LOT 1, THE ELKS, ACCORDING TO THE MAP OR PLAT THERE OF AS RECORDED IN PLAT BOOK 95, PAGE 90 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID SOUTHWEST CORNER BEING THE POINT OF BEGINNING, RUN THENCE N 00°32'06" E, ALONG THE WEST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, A DISTANCE OF 975.85 FEET; THENCE S 89°44'22" E, 435.92 FEET; THENCE S 00°18'16" W, 276.77 FEET; THENCE S 89°41'44" E, 370.57 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 580.00 FEET, DELTA ANGLE OF 03°23'14", A CHORD OF 34.28 FEET AND A CHORD BEARING OF S 16°22'25" E; THENCE S 89°41'44" E, 134.73 FEET; THENCE S 00°18'16" W, 205.93 FEET; THENCE N 89°41'44" W, 27.84 FEET; THENCE S 06°38'54" E, 182.54 FEET; THENCE S 20°59'08" W, 21.39 FEET; THENCE S 06°38'24" E, 63.85 FEET; THENCE N 89°27'24" W, 112.29 FEET; THENCE S 00°32'36" W, 200.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SUNSET POINT ROAD, A.K.A. STATE ROAD #588; THENCE N 89°27'24" W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 836.31 FEET TO THE POINT OF BEGINNING. CONTAINING 757,691.4 SQ/FT OR 17.4 ACRES MORE OR LESS.

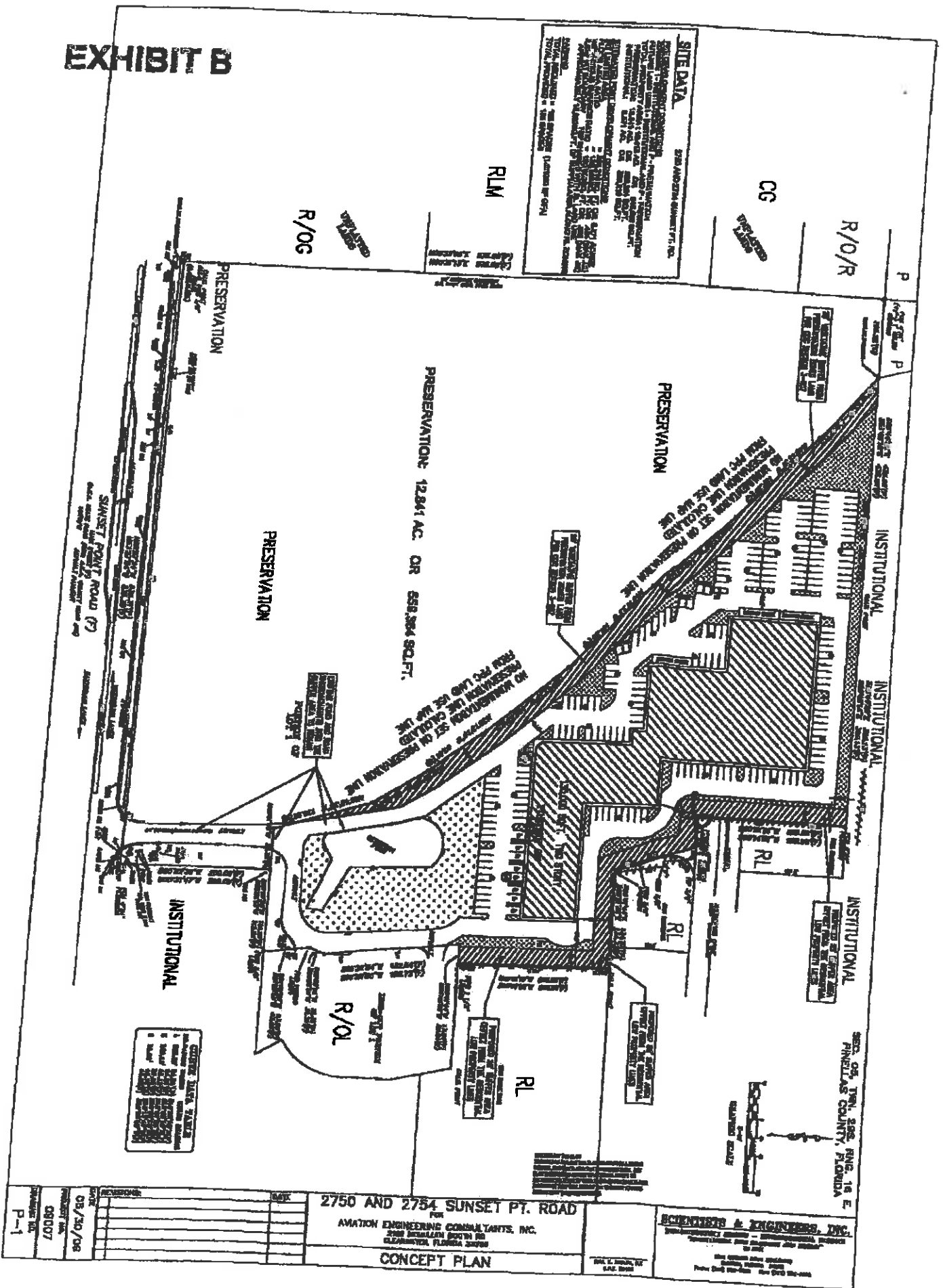
PARCEL 2:

LOT 2, THE ELKS SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 95, PAGE 90, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

87,891.9 SQ/FT OR 2.018 ACRES

CONCEPT PLAN AREA and BUFFER AREA - Total of 19.418 acres

EXHIBIT B



PERPETUAL RESTRICTIVE COVENANTS

THESE COVENANTS are entered into this _____ day of _____, 2012 by the AEC Sunset Point, LLC, 2159 McMullen Booth Road, Clearwater, Florida 33759, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the fee simple title holder of the Property located on 2750 and 2754 Sunset Point Road, City of Clearwater, in the County of Pinellas, Florida, as described as Exhibit A (legal description), attached to and made a part hereof, and

WHEREAS, the Owner has received an approved land use plan amendment from Institutional (I) to Industrial Light (IL) and a rezoning from Institutional (I) to Industrial, Research, and Technology (IRT,) from the City of Clearwater, Florida, hereinafter referred to as "the City," to allow for the expansion of the current use, which will be situated on the property of the Owner as described as Exhibit A.

WHEREAS, to protect neighboring residential districts from unlimited Industrial, Research, and Technology uses of the property now and in the future, the City will require a restrictive covenant be executed and recorded by the Owner, and

NOW THEREFORE, as part of the consideration for the City's land use amendment and rezoning, the Owner hereby makes and declares the following perpetual restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest. The following Industrial, Research, and Technology (IRT) and Industrial Limited uses are prohibited by these covenants.

1. Accessory Dwellings.
2. Government Uses.
3. Indoor Recreation/Entertainment.
4. Outdoor Recreation/Entertainment
5. Parks and Recreation Facilities.
6. Publishing and Printing.
7. Restaurant, accessory drive-in.
8. Restaurants.
9. Self Storage.
10. TV /Radio Studios.
11. Vehicle Service.
12. Wholesale Distribution/Warehouse Facility.
13. Automobile Service Stations.
14. Major Vehicle Service.
15. Parking Lots (Other Than Accessory to the Primary Use).
16. Public facilities.
17. Public Transportation Facilities.
18. Residential Shelters.

EXHIBIT C

19. Retail Sales and Service.
20. Utility/Infrastructure Facilities
21. Vehicle Sales/Displays and Major Vehicle Displays/Displays.
22. Veterinary Offices or Animal Grooming.
23. Adult Uses.
24. Night Clubs.
25. Overnight Accommodations.
26. Salvage Yards.
27. Social Public Service Agencies.
28. Telecommunication Towers.
29. Outdoor sales, outdoor display, and outside storage (so long as outside storage is prohibited under the IL or IR usage regulations).

The Owner agrees to file these covenants with the Clerk of the Circuit Court of Pinellas County, Florida, and shall pay any and all expenses associated with their filings and recording.

IN ADDITION THE OWNER FURTHER RESTRICTS THE SUBJECT PROPERTY AS FOLLOWS:

1. No buildings will exceed two stories in height.
2. That a 25 ft setback be maintained on the East property line from the abutting residential development.

IN WITNESS WHEREOF, the Owner has read these Restrictive Covenants and have hereto affixed their signatures.

OWNER:

AEC Sunset Point, LLC, a Florida
Limited liability company

BY: Aviation Engineering Consultants, Inc.,
A Florida corporation, Member

By


Kamran Rouhani, President

WITNESSES:

Printed Name: _____


Printed Name: _____

WILLIAM J. KIMPTON

STATE OF FLORIDA
COUNTY OF PINELLAS

SWORN TO and subscribed before me this 2nd day of February, 2012, by Kamran Rouhani, as President of Aviation Engineering Consultants, Inc., a Florida corporation, Member of AEC Sunset Point, LLC, a Florida limited liability company, () who is personally known to me, or () who has produced his driver's license as identification, and who did not take an oath.

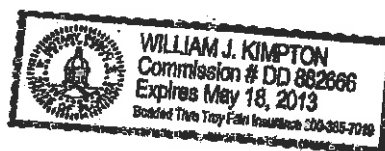


Notary Public

WILLIAM J. KIMPTON

(Printed, typed or stamped name of NP)

My Commission Expires: _____



(NOTARY PUBLIC SEAL)

Prepared by and Return to:
DAVID R. CARTER, Attorney at Law
7419 U.S. Hwy. 19
New Port Richey, FL 34652-1240

Tax Parcel # 05-29-16-25622-000-0010

WARRANTY DEED

THIS INSTRUMENT, made this ^{7th} 14 day of ~~NOVEMBER~~ 2005, BETWEEN

AVIATION ENGINEERING CONSULTANTS, INC., A FLORIDA CORPORATION, as
GRANTOR* whose Post Office address is: 2159 McMullen South End

CLEARWATER, FL 33759

of the County of Pinellas State of Florida,

and

AEC SUNSET POINT, LLC, A LIMITED LIABILITY COMPANY, as GRANTEE*
whose Post Office address is: 2159 McMullen South End

CLEARWATER, FL 33759

of the County of Pinellas, State of Florida.

WITNESSETH that said grantor, for and in consideration of the sum
of TEN AND 00/100 DOLLARS, and other good and valuable
considerations to said Grantor, in hand paid by said Grantee, the
receipt whereof is hereby acknowledged, has granted, bargained and
sold to the said grantee, and grantee's heirs and assigns forever
the following described land, situate, lying and being in Pinellas
County, Florida, to-wit:

SEE ATTACHED EXHIBIT "A" FOR COMPLETE
LEGAL DESCRIPTION

Subject to easements, restrictions and reservations of record.

Subject to taxes and assessments for the year 2005 and
thereafter.

Said Grantor does hereby fully warrant the title to said land, and
will defend the same against the lawful claims of all persons
withsoever.

**Grantor* and *Grantee* are used for singular or plural, as the
context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and
seal the day and year first above written.

EXHIBIT D-1

Signed, sealed and delivered

in the presence of:

AVIATION ENGINEERING
CONSULTANTS, INC.

[Signature]
Witness #1 Signature

[Signature]
Kamran Kouhani, President

[Signature]
Witness #1 Printed Name

[Signature]
Witness #2 Signature

[Signature]
Witness #2 Printed Name

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, as officer duly qualified to take acknowledgments, personally appeared Kamran Kouhani to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same. I relied upon the following form of identification of the above named person: [Signature] and that an oath was taken.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of November, 2005.

My Commission Expires

Feb 16, 2006

(Notary Rubber Stamp Seal)

[Signature]
NOTARY PUBLIC

COPY

EXHIBIT "A"

A part of Lot 1, THE ELKS, according to the map or plat thereof as recorded in Plat Book 95, Page 90, of the Public Records of Pinellas County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Lot 1, said Southwest corner being the Point of Beginning, run thence North $00^{\circ} 32'36''$ East, along the West boundary line of the Southeast $1/4$ of the Northwest $1/4$ of Section 5, Township 29 South, Range 16 East, Pinellas County, Florida, a distance of 975.85 feet; thence South $89^{\circ} 44'22''$ East, 435.02 feet; thence South $00^{\circ} 18'16''$ West, 276.77 feet; thence South $89^{\circ} 41'44''$ East, 370.57 feet; thence along a curve to the right having a radius of 582.00 feet, delta angle of $3^{\circ} 23'14''$, a chord of 34.28 feet and a chord bearing of South $15^{\circ} 22'25''$ East, thence South $89^{\circ} 41'44''$ East, 134.73 feet; thence South $00^{\circ} 18'16''$ West, 205.93 feet; thence North $89^{\circ} 41'44''$ West, 27.84 feet; thence South $06^{\circ} 38'54''$ East, 182.54 feet; thence South $20^{\circ} 59'08''$ West, 21.39 feet; thence South $06^{\circ} 38'24''$ East, 63.85 feet; thence North $89^{\circ} 27'24''$ West, 112.29 feet; thence South $00^{\circ} 32'36''$ West, 200.00 feet to a Point on the Northernly right-of-way line of Sunset Point Road, aka State Road 588; thence North $89^{\circ} 27'24''$ West, along said Northernly right-of-way line 836.31 feet to the Point of Beginning.

Prepared by and Return to:
DAVID R. CARTER, Attorney at Law
7419 U.S. Hwy. 19
New Port Richey, FL 34652-1240

Tax Parcel # 85-22-16-25622-000-0020

WARRANTY DEED

THIS INSTRUMENT, made this 14th day of November 2005, BETWEEN

AVIATION ENGINEERING CONSULTANTS, INC., A FLORIDA CORPORATION, AS
GRANTOR* whose Post Office address is: 2159 McMULLEN BOOTH ROAD
CLEARWATER, FL 33759

of the County of Pinellas State of Florida,

and

ARC SUNSET POINT, LLC, A LIMITED LIABILITY COMPANY, AS GRANTEE*
whose Post Office address is: 2159 McMULLEN BOOTH ROAD
CLEARWATER, FL 33759

of the County of Pinellas, State of Florida.

WITNESSETH that said grantor, for and in consideration of the sum
of TEN AND 00/100 DOLLARS, and other good and valuable
considerations to said Grantor, in hand paid by said Grantee, the
receipt whereof is hereby acknowledged, has granted, bargained and
sold to the said grantee, and grantee's heirs and assigns forever
the following described land, situate, lying and being in Pinellas
County, Florida, to-wit:

Lot 2, THE ELKS SUBDIVISION, as recorded in Plat Book
95, Page 90, Public Records of Pinellas County, Florida.

Subject to easements, restrictions and reservations of record.

Subject to taxes and assessments for the year 2005 and
thereafter.

Said Grantor does hereby fully warrant the title to said land, and
will defend the same against the lawful claims of all persons
whosoever.

**Grantor* and *Grantee* are used for singular or plural, as the
context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and
seal the day and year first above written.

EXHIBIT D-2

Signed, sealed and delivered

in the presence of:

AVIATION ENGINEERING
CONSULTANTS, INC.

[Signature]
Witness #1 Signature

[Signature]
Kamran Kouhani, President

[Signature]
Witness #1 Printed Name

[Signature]
Witness #2 Signature

[Signature]
Witness #2 Printed Name

STATE OF FLORIDA

COUNTY OF PINELLAS

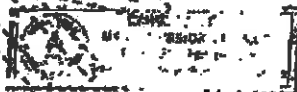
I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Kamran Kouhani to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same. I relied upon the following form of identification of the above named person Kamran Kouhani and that an oath was taken.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of November, 2005.

My Commission Expires
Feb 16, 2006

[Signature]
NOTARY PUBLIC

(Notary Rubber Stamp Seal)



LEGAL DESCRIPTION OF PARCEL TO BE REZONED:

A PART OF LOT 1 AND LOT 2, THE ELKS SUBDIVISION, ACCORDING TO THE MAP OR PLAT THERE OF AS RECORDED IN PLAT BOOK 95, PAGE 90 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

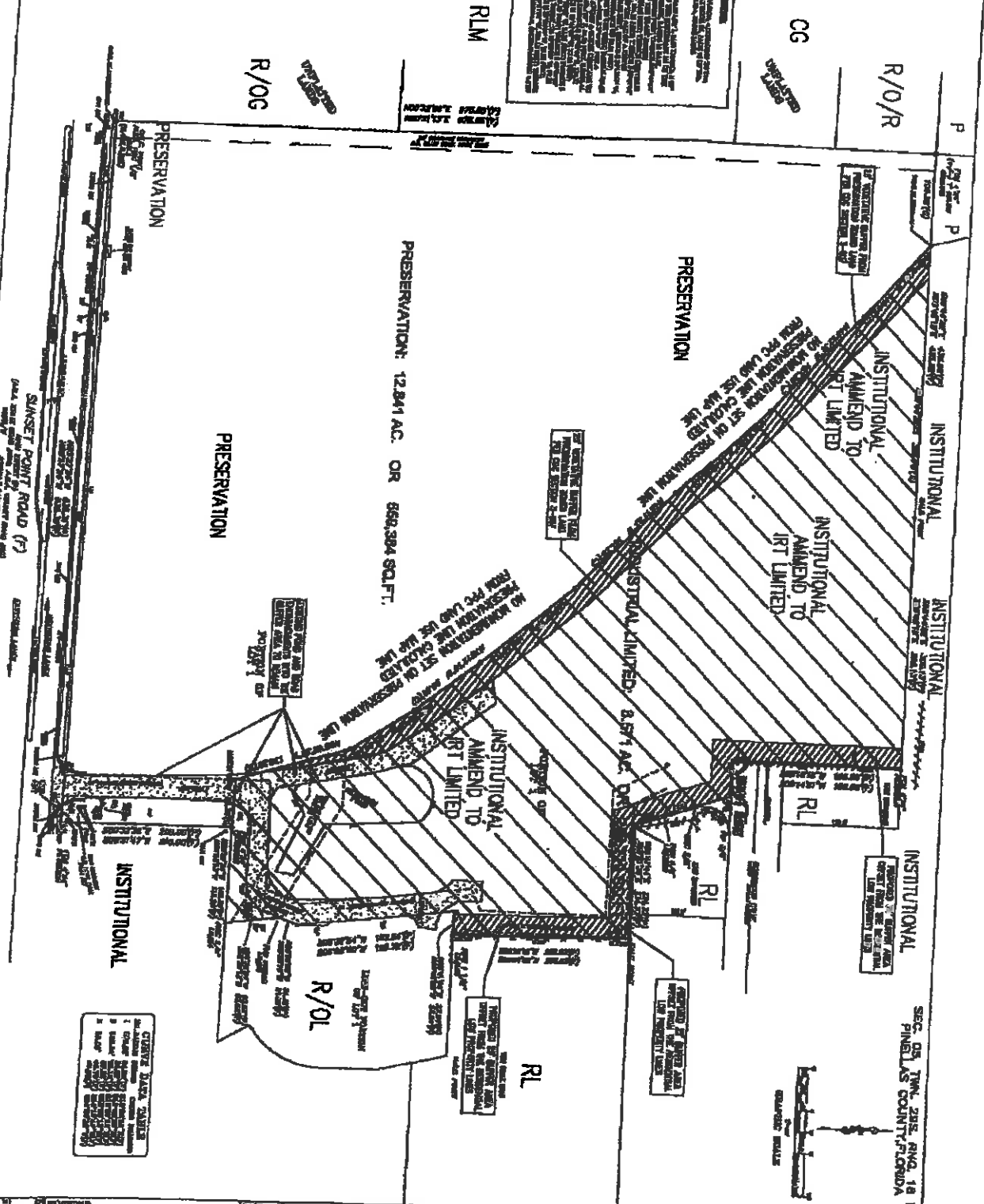
COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1, RUN THENCE N 00°32'06" E, ALONG THE WEST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, A DISTANCE OF 975.85 FEET; THENCE S 89°44'22" E, 109.22 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUE S 89°44'22" E, 326.70 FEET; THENCE CONTINUE S 89°44'22" E, 300.13 FEET; THENCE S 00°18'16" W, 199.86 FEET; THENCE S 89°41'44" E, 85.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, WITH RADIUS 30.00 FEET, CHORD S 34°13'47" W, 49.79 FEET, CENTRAL ANGLE 111°08'36" FOR A DISTANCE OF 58.19 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, RADIUS 580.00 FEET, CHORD S 19°57'29" E, 38.19 FEET, CENTRAL ANGLE 3°46'24" FOR A DISTANCE OF 38.20 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, RADIUS OF 580.00 FEET, CHORD S 16°22'25" E, 34.28 FEET, CENTRAL ANGLE 3°23' 14" FOR A DISTANCE OF 34.28 FEET; THENCE S 89°41'44" E, 134.73 FEET; THENCE S 00°18'16" W, 205.93 FEET; THENCE N 89°41'44" W, 27.84 FEET; THENCE S 06°38'54" E, 182.54 FEET; THENCE S 20°59'08" W, 21.39 FEET; THENCE S 06°38'24" E, 63.85 FEET; THENCE N 89°27'24" W, 112.29 FEET; THENCE N 89°27'24" W, 56.35 FEET; THENCE N 16°42'35" W, 138.26 FEET; THENCE N 33°29'48" W, 86.84 FEET; THENCE N 38°12'19" W, 95.01 FEET; THENCE N 40°27'11" W, 139.45 FEET; THENCE N 46°11'23" W, 161.28 FEET; THENCE N 44°43'55" W, 148.13 FEET; THENCE N 48°12'31" W, 157.25 FEET; THENCE N 49°41'43" W, 116.67 FEET TO THE POINT OF BEGINNING, ENCOMPASSING 6.5707 ACRES (286219 SQUARE FEET) MORE OR LESS.

Concept Plan Area - 6.571 acres

EXHIBIT E

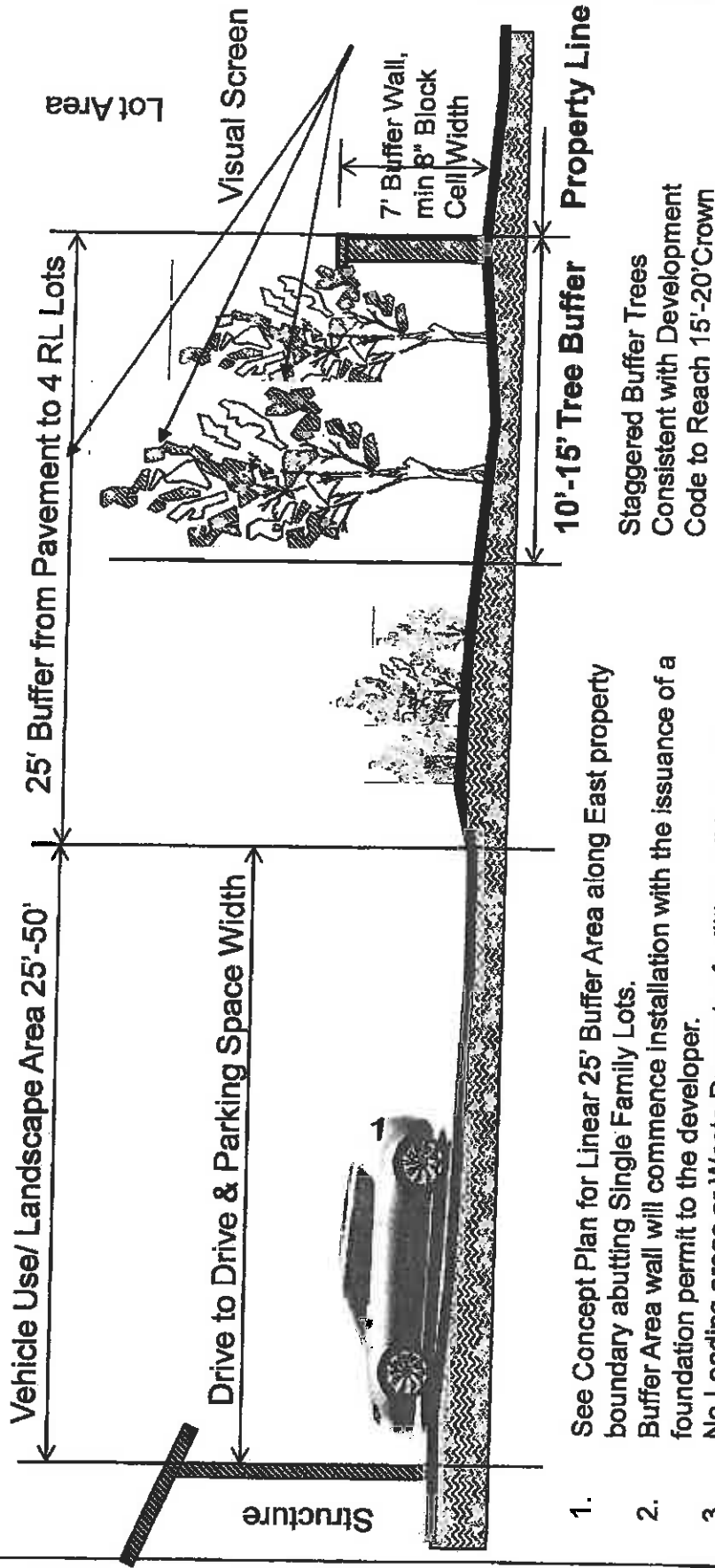
EXHIBIT F-2

LOCAL JURISDICTION: This map is subject to the jurisdiction of the local government having authority over the land shown hereon. The local government is responsible for the accuracy of the information shown on this map. The local government is not responsible for the accuracy of the information shown on this map. The local government is not responsible for the accuracy of the information shown on this map.



2750 AND 2754, SUNSET PT. ROAD		SCIENTISTS & ENGINEERS, INC.	
AWAYON ENGINEERING CONSULTANTS, INC.		SCIENTISTS & ENGINEERS, INC.	
2000 BROADWAY SUITE 200		2000 BROADWAY SUITE 200	
CLEARWATER, FLORIDA 34615		CLEARWATER, FLORIDA 34615	
Z-LU AMMENDMENT REQUESTS		Z-LU AMMENDMENT REQUESTS	
DATE		DATE	
DRAWN		DRAWN	
CHECKED		CHECKED	
DATE		DATE	
08/29/08		08/29/08	
08007		08007	
0-2		0-2	

Buffer Adjoining Residentially Designated Property



1. See Concept Plan for Linear 25' Buffer Area along East property boundary abutting Single Family Lots.
2. Buffer Area wall will commence installation with the issuance of a foundation permit to the developer.
3. No Loading areas or Waste Dumpster facilities will be in this area.
4. Section Sketch is left to right West to East looking North.

Staggered Buffer Trees
Consistent with Development
Code to Reach 15'-20'Crown

City of Clearwater/AEC Development Agreement

Exhibit G

Ref to

6.1.3.4(iii)

AEC PROJECT/PHASE DEVELOPMENT PLAN

The approval set forth in the Development Agreement, to which this Exhibit is attached, between the City of Clearwater and AEC Sunset Point, LLC contemplates that the 130,000 square feet of new facilities will be developed in phases, with estimated time tables and requirements as follows:

1. **Jurisdictional Boundaries and Project Site Plan** - These items will be commenced immediately following all required hearings to approve change of zoning, change of land use plan, and approval of the Development Agreement.
 - A) **Jurisdictional Boundary Determination** - estimated six to eight weeks.
 - B) **Site Plan Preparation and Approval Procedures** - estimated four to five months for approval process, which runs contemporaneous with jurisdictional boundary determination.
2. **Initial Phase of Construction** - The first phase of construction is estimated to include 40,000 to 60,000 square feet of buildings, to be constructed in accordance with the formally approved site plan ("Approved Site Plan").

Initial building construction will include masonry wall separating the project from the adjoining residentially designated property to the immediate east, completed driveways, internal traffic flows, driveway apron, ingress/egress resolution to Sunset Point Road, associated parking requirements, dumpster location, fire safety circulation, stormwater retention and detention and all related Building Code requirements per the Approved Site Plan.

It is estimated that the initial construction phase, including permitting, will commence six to eight months following issuance of Approved Site Plan.

3. **Additional Construction Phases** - The second phase of construction is estimated to include 40,000 to 50,000 square feet of buildings. Second phase will commence within five (5) years of Certificate of Occupancy of first phase.

The third phase of construction will build out the remaining balance of the maximum 130,000 square feet of the approved facilities pursuant to the Approved Site Plan. The third phase will commence within five (5) years of the Certificate of Occupancy of the second phase.

Nothing shall prohibit earlier construction of phases or the entire project.

EXHIBIT H

