

BOARD OF COUNTY COMMISSIONERS

DATE: June 23, 2015

AGENDA ITEM NO. 43

Consent Agenda ☐

Regular Agenda ☐

Public Hearing ☒

 **County Administrator's Signature:**

Subject:

Conditional Use Case No. (Q) DA-10-5-15 (Z & N, LLC)

Department:

Planning Department

Staff Member Responsible:

Gordon Beardslee, Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) HEAR PUBLIC COMMENT AND APPROVE THE PROPOSED DEVELOPMENT AGREEMENT.

Summary Explanation/Background:

The owner of the property is requesting that the Board re-instate the previously approved Development Agreement with the previous conditions unchanged, as the Development Agreement has expired. The site will be developed with a professional office as permitted by the P-1 zoning district.

In 2005, this site was approved for a zoning change from RPD-7.5, Residential Planned Development, 7.5 units per acre and RM-15, Residential, Multiple Family, 15 units per acre to P-1, General Professional Office along with a companion land use plan amendment from Residential Low to Residential/Office General. As part of this zoning and land use change, a Development Agreement was also approved, which had numerous conditions.

Fiscal Impact/Cost/Revenue Summary:

N/A

Exhibits/Attachments Attached:

Staff Report with LPA Recommendation, Maps, Resolution with Development Agreement (Exhibit "A") and Correspondence from the City of Clearwater

LOCAL PLANNING AGENCY (LPA) RECOMMENDATION to the BOARD OF COUNTY COMMISSIONERS



Regarding: Case No. DA-10-5-15

LPA Recommendation: The LPA finds that the proposed development agreement is consistent with the Pinellas County Comprehensive Plan, and recommends approval of the proposed development agreement with the development restrictions. (The vote was 6-0, in favor)

LPA Public Hearing: May 14, 2015

PLANNING STAFF RECOMMENDATION:

Staff recommends that the LPA find that the proposed development agreement is consistent with the Pinellas County Comprehensive Plan based on the findings in this report.

And, further, Staff recommends that the LPA recommend approval of the proposed development agreement with restrictions to the Pinellas County Board of County Commissioners.

CASE SUMMARY

APPLICANT'S NAME: Z & N, LLC
DISCLOSURE: Edward A. Zbella, Manager
REPRESENTED BY: Katie E. Cole, Esq.

DEVELOPMENT AGREEMENT

Reinstatement of an expired development agreement.

PROPERTY DESCRIPTION: Reinstatement of an expired development agreement on approximately 2.12 acres on the east side of Belcher Road, 142 feet north of Perth Street. The expired development agreement originated with case number Z/LU-2-6-05. There is no request for a land use or zoning amendment at this time.

PARCEL ID(S): 06/29/16/86454/000/0081, 0090, 0100, 0110-0160 & 0230-0290

PROPOSED BCC HEARING DATE: June 23, 2015

CORRESPONDENCE RECEIVED TO DATE:

One letter received in opposition from the City of Clearwater.

PERSONS APPEARING AT THE LOCAL PLANNING AGENCY HEARING:

No one appeared.

SURROUNDING ZONING AND LAND USE FACTS:

	Land Use Category	Zoning Designation	Existing Use
Subject Property:	Residential/Office-General	P-1	Vacant
Adjacent Properties:			
North	Residential Medium	RM-15	Multi-Family Dwelling
East	Residential Low	RM-15 & RPD-7.5	Single Family Dwellings
South	Residential Low	RPD-7.5 & R-4	Single Family Dwelling
West	Residential Urban	RPD-7.5	Multi-Family Dwellings

STAFF DISCUSSION AND ANALYSIS

The subject site was rezoned from RM-15, Residential, Multiple Family, 15 units per acre & RPD-7.5, Residential Planned Development, 7.5 units per acre to P-1, General Professional Office along with a companion Future Land Use Map (FLUM) amendment from Residential Low to Residential/Office General. As part of the zoning and land use change, a development agreement was also approved, which placed several restrictions on the site, such as the location of dumpsters, prohibition of vehicular access from Sidney Avenue or Perth Street, landscaping along Sidney Street, and a 50 foot building setback from Sidney Street.

Since the original approval in 2005, no development activity has occurred, and as such, the development agreement expired since development of the site had not commenced within 5 years of the date of the agreement. The current property owner desires to develop the site in keeping with the previously approved development agreement (see attached), therefore, since the previous agreement has expired, a new agreement must be approved or the current P-1 zoning and Residential/Office General land use designations will revert to the original zoning and FLUM designations that being RM-15 & RPD-7.5, and Residential Low respectively.

Staff has no objection to approval of this agreement since the development restrictions remain essentially the same as those included in the expired agreement, although two of the restrictions were rewritten and combined to improve their clarity, and all windows that face Sidney Street would now be required to be covered or opaque. Staff is of the opinion the conditions included in the development agreement provide an excellent buffer to the single family homes, which will face this development. This new agreement, if approved, will again be valid for five years and the filing of a deed restriction generally describing the development limitations of this agreement shall be required.

COUNTY DEVELOPMENT REGULATIONS

Approval of this request does not ensure that the site can meet County development regulations, including concurrency management regulations, which apply at the time of site plan review.

Attachment (Maps)

This instrument prepared by and
After recording returned to:
E. D. Armstrong III, Esq.
Hill Ward Henderson, P.A.
3700 Bank of America Plaza
101 E. Kennedy Blvd.
Tampa, FL 33602

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is dated the ____ day of _____, 2015, effective as provided in Section 5 of this Agreement, and entered into between Countryside Property Principals, LLC, a Florida limited liability company ("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").

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. Z&N Properties VI, LLC, a Florida limited liability company, formerly known as Belcher Place, LLC, a Florida limited liability company ("Owner") owns approximately 2.12 acres of real property ("Property") M.O.L. located between Belcher, Perth and Sidney Roadways, in the unincorporated area of the County, more particularly described on Exhibit "A" attached hereto.

D. Pressman & Associates, Inc., predecessor in title to Owner, entered into that certain Development Agreement dated March 20, 2006 and recorded in the Public Records of Pinellas County at Official Records Book 1505, page 1595 on March 23, 2006 ("Original Development Agreement"). Developer has a contract to purchase the Property from the Owner contingent on the approval of this Agreement.

E. In conjunction with and in consideration for the approval of the Original Development Agreement, the County effectuated a land use plan amendment on the Property to its existing land use designation of ROG and zoning designation of P-1.

F. Developer proposes to develop the Property consistent with the Original Development Agreement and this Agreement.

G. The County and Developer have determined that it would be mutually beneficial to enter into this Agreement governing the matters set forth herein and have negotiated this Agreement in accordance with the Code and the Act.

H. The County has found that the terms of this Agreement, and future development orders associated with 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 as 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; Developer is the equitable owner of the Property by virtue of its contract to purchase. The obligations of the parties herein are contingent upon the conveyance of title to the Developer or its designees.

SECTION 5. EFFECTIVE DATE/DURATION OF THIS AGREEMENT.

5.1 This Agreement shall become effective as provided for by the Act.

5.2 This Agreement shall continue in effect until terminated as defined herein but for a period not to exceed five (5) years. Once the development entitlements available to the Property are utilized for the development proposed in Section 6.1.3 below, the obligations of Developer shall be irrevocable except by mutual agreement of all parties.

SECTION 6. OBLIGATIONS UNDER THIS AGREEMENT.

6.1 Obligations of 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. It is understood by the Developer that the County's approval of this Agreement does not constitute site plan or permit approval of the development set forth on the Concept Plan. 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 Code applicable at the time of development review.

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

- 6.1.3.1 There will be no vehicle access to the rear of the site onto Sidney Avenue or onto Perth Street. All vehicular access points will be from Belcher Road.
- 6.1.3.2 The Sidney Street sidewalk will be located to allow for a minimum 10 ft. landscape buffer to the west of the sidewalk. There will be oak trees placed every 25 ft. at a minimum 7 ft. high at the time of planting within the landscape buffer.
- 6.1.3.3 There will be a 50' building setback from Sidney Street for buildings and structures. This will not include fencing, walls, landscaping or other similar type structures commonly found along a property line serving as a buffer, of which the type would be chosen and directed by the Sidney Avenue residents.
- 6.1.3.4 There will be no schools (public or private), day care uses, funeral homes, churches or bed and breakfast uses permitted.
- 6.1.3.5 The maximum height of any structure is two (2) stories.
- 6.1.3.6 There will be no dumpsters located along Sidney Street.
- 6.1.3.7 Windows that face onto Sidney Street must be opaque.

6.1.4. Recording of Deed Process. Prior to the approval of a site plan or issuance of a development permit for the Property, Developer shall cause a deed restriction to be recorded in the official records of Pinellas County, Florida encumbering the Property 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.

6.1.5 Vacation of Utility Easements. Prior to final approval of a site plan, Developer shall cause the utility easement located to the rear of each lot to be vacated or modified to allow for the proposed development.

6.2 Obligations of the County. County will approve preliminary and final site plans for the Property that are substantially consistent with the provisions of section 6.1.3, the Comprehensive Plan and that meet the requirements of the Code.

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. With respect to transportation, the concurrency provisions for the proposed development have been met.

- 7.1 Potable water from Pinellas County.
- 7.2 Sewer service from City of Clearwater.
- 7.3 Fire protection from the City of Clearwater.
- 7.4 Drainage facilities for the parcel will be provided by Developer.
- 7.5 Emergency Medical Services (EMS) from Pinellas County.

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 County may initiate a land use plan amendment to Residential Low and change in zoning designation to RM-15 and RPD-7 as specified on the official zoning map of the County at the time of adoption of the Original Development Agreement. Developer agrees to cooperate and not contest any administrative procedures necessary to implement restoration of the land use and zoning designations as was contemplated by the parties to the Original Development Agreement. 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.

11.1 Except in the case of termination, until five (5) years after the date of this Agreement, the Property shall not be subject to downzoning, unit density reduction or intensity reduction, unless the local government 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 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 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: Countryside Property Principals, LLC
 Attn: Dr. Bruce Levine
 2402 Baywood Drive W.
 Dunedin, FL 34698

With a Copy to: Hill Ward Henderson
 Attn: E. D. Armstrong III
 3700 Bank of America Plaza
 101 E. Kennedy Blvd.
 Tampa, FL 33602

If to County: Pinellas County Attorney's Office
 315 Court Street
 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. 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, a statement evidencing such completion, revocation or termination shall be signed by the parties hereto and recorded in the official records of the County.

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 the 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 constitute one and the same instrument.

(End of Substantive Provisions; Signature Page follows)

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

DEVELOPER:

WITNESSES:

Countryside Property Principals, a Florida limited liability company

Aaron Tozzi
Print Name: Aaron Tozzi

By: Bruce Levine
Print Name: Bruce Levine
Title: Manager

Carmen J. DiPietro
Print Name: Carmen J. DiPietro

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 27th day of APRIL, 2015, by Bruce Levine, as Manager of Countryside Property Principals, LLC, a Florida limited liability company, who is personally known to me or produced _____ as identification.



Sandra J. Workman
COMMISSION # FF185492
EXPIRES: December 28, 2018
WWW.AARONNOTARY.COM

Sandra J. Workman
NOTARY PUBLIC

Typed, printed or stamped name:

My Commission Expires: 12-28-2018

COUNTY:

Ken Burke, Clerk of the Circuit Court

Pinellas County Board of County Commissioners

By: _____
Deputy Clerk

By: _____
John Morroni, Chairman

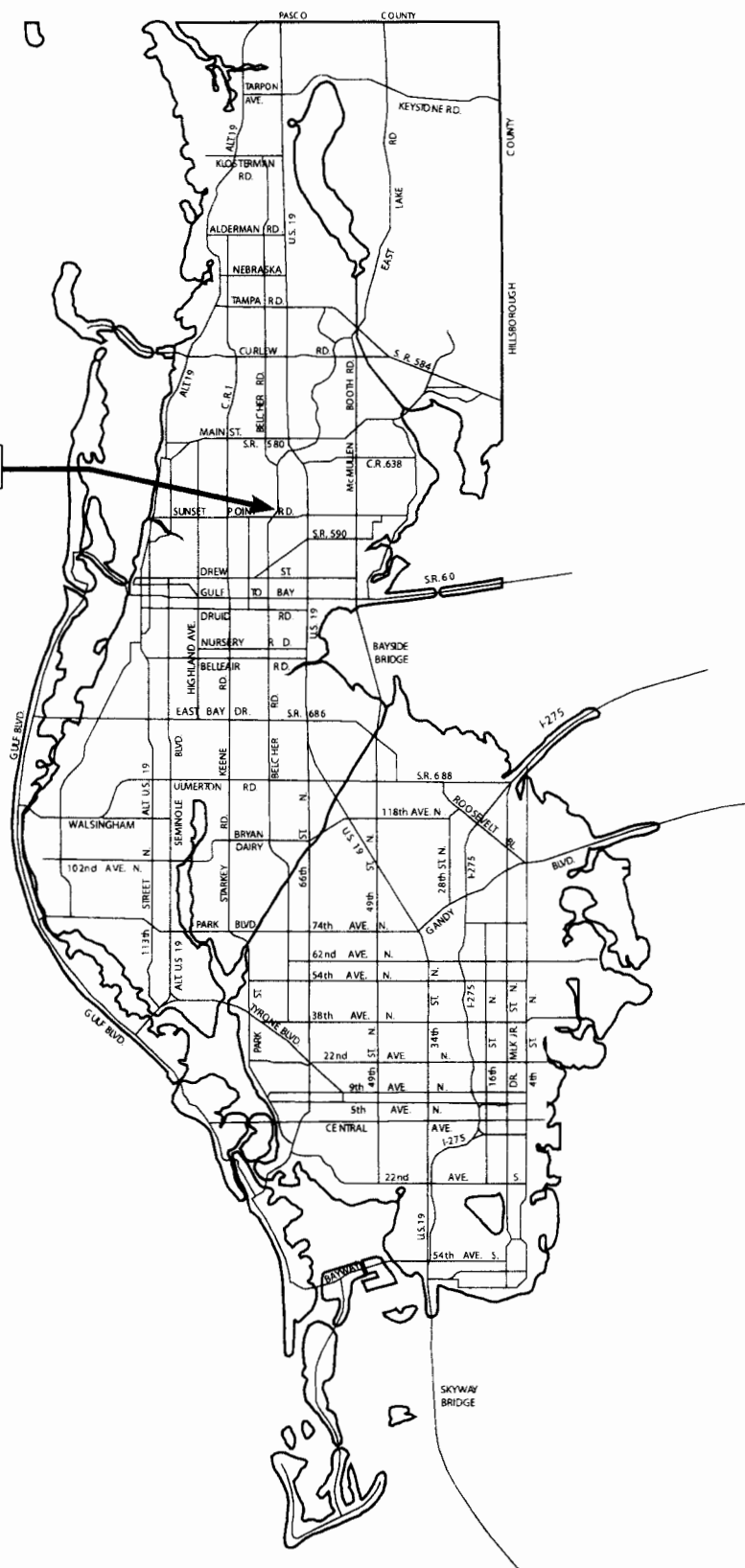
By: _____
Name and Title: _____

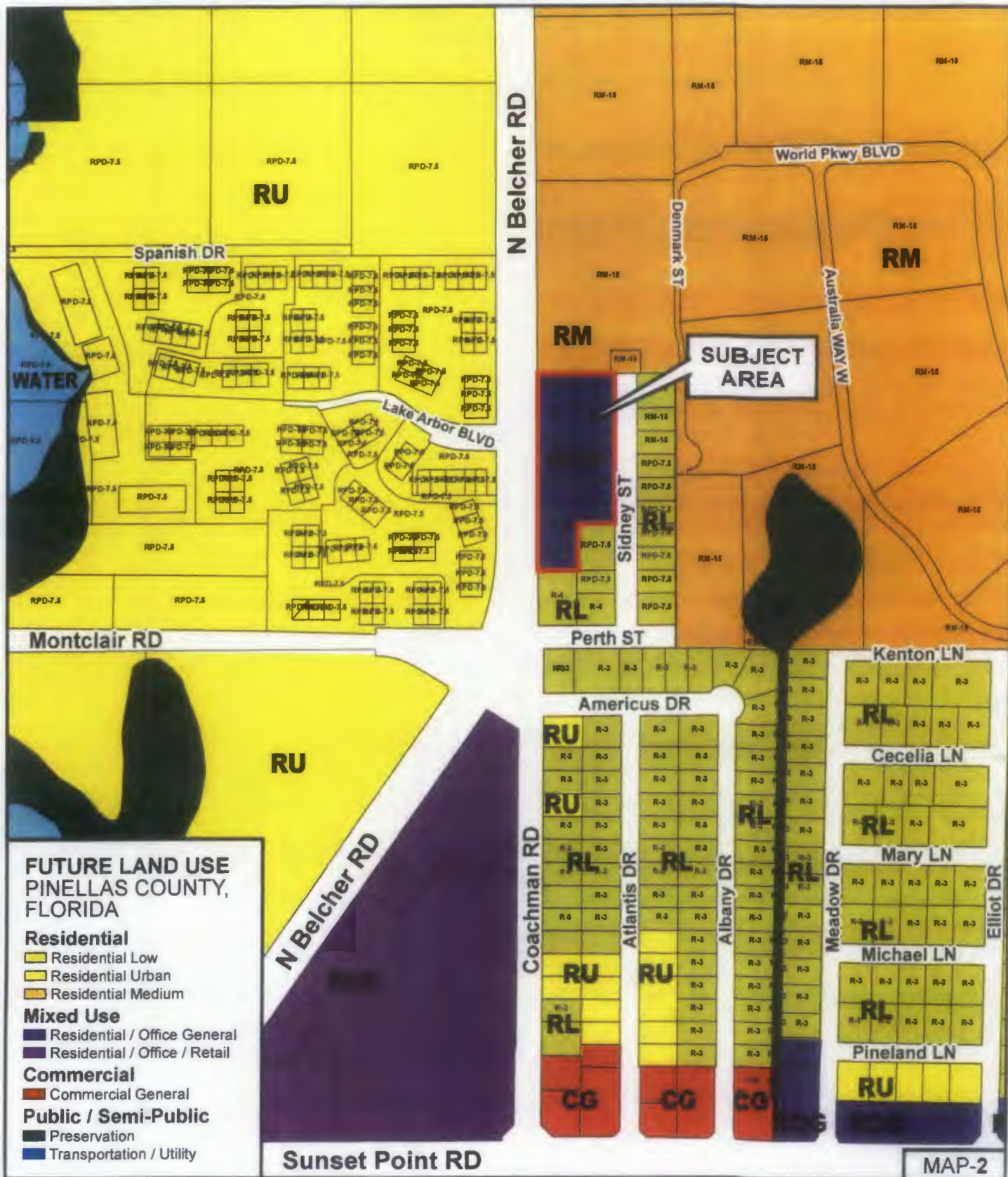
EXHIBIT A

Legal Description of Property

The South 35 feet of Lot 8 and all of Lots 9, 10, 11, 12, 13, 14, 15, 16, 23, 24, 25, 26, 27, 28 and the South 35 feet of Lot 29, of SUN GLO PARK, according to the map or plat thereof recorded in Plat Book 54, Page 64, of the public records of Pinellas County, Florida.

U





DA-10-5-15

Reinstatement of an expired development agreement.

Parcel I.D. 06/29/16/86454/000/0081, 0090, 0100, 0110-0160 & 0230-0290

Prepared by: Pinellas County Planning Department April 2015





DA-10-5-15

Reinstatement of an expired development agreement.

Parcel I.D. 06/29/16/86454/000/0081, 0090, 0100, 0110-0160 & 0230-0290
 Prepared by: Pinellas County Planning Department April 2015



RESOLUTION NO. _____

RESOLUTION APPROVING THE REINSTATEMENT OF AN EXPIRED DEVELOPMENT AGREEMENT IN SUBSTANTIALLY THE SAME FORM FOR A PARCEL OF LAND CONTAINING APPROXIMATELY 2.12 ACRES ON THE EAST SIDE OF BELCHER ROAD, 142 FEET NORTH OF PERTH STREET. THE EXPIRED DEVELOPMENT AGREEMENT ORIGINATED WITH CASE NUMBER Z/LU-2-6-05, AND THERE IS NO REQUEST FOR A LAND USE OR ZONING AMENDMENT AT THIS TIME; PAGE 655 OF THE ZONING ATLAS, AS BEING IN SECTION 06, TOWNSHIP 29, RANGE 16; UPON APPLICATION OF Z & N, LLC THROUGH KATIE E. COLE, ESQ., HILL WARD HENDERSON, ATTORNEY AT LAW & TODD PRESSMAN, PRESSMAN & ASSOCIATES, DA-10-5-15

WHEREAS, Z & N, LLC, Owner of the property hereinafter described, has petitioned the Board of County Commissioners of Pinellas County to approve the reinstatement of an expired Development Agreement in substantially the same form, said proposed Development Agreement attached as Exhibit A, for the real property hereinafter described; and

WHEREAS, Pinellas County and the Owner's predecessor in interest, previously entered into a Development Agreement, dated May 20, 2006, recorded in O. R. Book 15005, Page 1595-1602 Public Records of Pinellas County, Florida ("2006 Agreement") for the subject property; and

WHEREAS, the attached, proposed Development Agreement will supersede the 2006 Agreement in all respects; and

WHEREAS, the Owner will comply with the building intensities, densities, height restrictions and uses in the P-1, General Professional Office Zoning District for the subject property; and

WHEREAS, legal notice of public hearing on such approval of the Development Agreement was duly published as required by law, as evidenced by publisher's affidavit filed with the Clerk; and

WHEREAS, said public hearing has been held on the date and at the time specified in said published notice at which citizens and interested persons have been given opportunity to be heard, and all requirements of law and of rules promulgated by this Board have been complied with; and

WHEREAS, this Board has determined that the Development Agreement should be approved.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pinellas County in regular session duly assembled this 23rd day of June 2015 that a Development Agreement, attached as Exhibit A, for the following described real property in Pinellas County, Florida, to wit:

The South 35 feet of Lot 8 and all of Lots 9, 10, 11, 12, 13, 14, 15, 16, 23, 24, 25, 26, 27, 28 and the South 35 feet of Lot 29, of SUN GLO PARK, according to the map or plat thereof recorded in Plat Book 54, Page 64, of the public records of Pinellas County, Florida.

be approved.


Commissioner _____ offered the foregoing resolution and moved its adoption, which was seconded by Commissioner _____ upon the roll call the vote was:

Ayes:

Nays:

Absent and not voting:

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By 
Attorney

This instrument prepared by and
After recording returned to:
E. D. Armstrong III, Esq.
Hill Ward Henderson, P.A.
3700 Bank of America Plaza
101 E. Kennedy Blvd.
Tampa, FL 33602

Exhibit "A"

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is dated the ____ day of _____, 2015, effective as provided in Section 5 of this Agreement, and entered into between Countryside Property Principals, LLC, a Florida limited liability company ("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").

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. Z&N Properties VI, LLC, a Florida limited liability company, formerly known as Belcher Place, LLC, a Florida limited liability company ("Owner") owns approximately 2.12 acres of real property ("Property") M.O.L. located between Belcher, Perth and Sidney Roadways, in the unincorporated area of the County, more particularly described on Exhibit "A" attached hereto.

D. Pressman & Associates, Inc., predecessor in title to Owner, entered into that certain Development Agreement dated March 20, 2006 and recorded in the Public Records of Pinellas County at Official Records Book 1505, page 1595 on March 23, 2006 ("Original Development Agreement"). Developer has a contract to purchase the Property from the Owner contingent on the approval of this Agreement.

E. In conjunction with and in consideration for the approval of the Original Development Agreement, the County effectuated a land use plan amendment on the Property to its existing land use designation of ROG and zoning designation of P-1.

F. Developer proposes to develop the Property consistent with the Original Development Agreement and this Agreement.

G. The County and Developer have determined that it would be mutually beneficial to enter into this Agreement governing the matters set forth herein and have negotiated this Agreement in accordance with the Code and the Act.

H. The County has found that the terms of this Agreement, and future development orders associated with 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 as 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; Developer is the equitable owner of the Property by virtue of its contract to purchase. The obligations of the parties herein are contingent upon the conveyance of title to the Developer or its designees.

SECTION 5. EFFECTIVE DATE/DURATION OF THIS AGREEMENT.

5.1 This Agreement shall become effective as provided for by the Act.

5.2 This Agreement shall continue in effect until terminated as defined herein but for a period not to exceed five (5) years. Once the development entitlements available to the Property are utilized for the development proposed in Section 6.1.3 below, the obligations of Developer shall be irrevocable except by mutual agreement of all parties.

SECTION 6. OBLIGATIONS UNDER THIS AGREEMENT.

6.1 Obligations of 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. It is understood by the Developer that the County's approval of this Agreement does not constitute site plan or permit approval of the development set forth on the Concept Plan. 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 Code applicable at the time of development review.

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

- 6.1.3.1 There will be no vehicle access to the rear of the site onto Sidney Avenue or onto Perth Street. All vehicular access points will be from Belcher Road.
- 6.1.3.2 The Sidney Street sidewalk will be located to allow for a minimum 10 ft. landscape buffer to the west of the sidewalk. There will be oak trees placed every 25 ft. at a minimum 7 ft. high at the time of planting within the landscape buffer.
- 6.1.3.3 There will be a 50' building setback from Sidney Street for buildings and structures. This will not include fencing, walls, landscaping or other similar type structures commonly found along a property line serving as a buffer, of which the type would be chosen and directed by the Sidney Avenue residents.
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- 6.1.3.5 The maximum height of any structure is two (2) stories.
- 6.1.3.6 There will be no dumpsters located along Sidney Street.
- 6.1.3.7 Windows that face onto Sidney Street must be opaque.

6.1.4. Recording of Deed Process. Prior to the approval of a site plan or issuance of a development permit for the Property, Developer shall cause a deed restriction to be recorded in the official records of Pinellas County, Florida encumbering the Property 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.

6.1.5 Vacation of Utility Easements. Prior to final approval of a site plan, Developer shall cause the utility easement located to the rear of each lot to be vacated or modified to allow for the proposed development.

6.2 Obligations of the County. County will approve preliminary and final site plans for the Property that are substantially consistent with the provisions of section 6.1.3, the Comprehensive Plan and that meet the requirements of the Code.

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. With respect to transportation, the concurrency provisions for the proposed development have been met.

- 7.1 Potable water from Pinellas County.
- 7.2 Sewer service from City of Clearwater.
- 7.3 Fire protection from the City of Clearwater.
- 7.4 Drainage facilities for the parcel will be provided by Developer.
- 7.5 Emergency Medical Services (EMS) from Pinellas County.

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 County may initiate a land use plan amendment to Residential Low and change in zoning designation to RM-15 and RPD-7 as specified on the official zoning map of the County at the time of adoption of the Original Development Agreement. Developer agrees to cooperate and not contest any administrative procedures necessary to implement restoration of the land use and zoning designations as was contemplated by the parties to the Original Development Agreement. 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.

11.1 Except in the case of termination, until five (5) years after the date of this Agreement, the Property shall not be subject to downzoning, unit density reduction or intensity reduction, unless the local government 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 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 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: Countryside Property Principals, LLC
Attn: Dr. Bruce Levine
2402 Baywood Drive W.
Dunedin, FL 34698

With a Copy to: Hill Ward Henderson
Attn: E. D. Armstrong III
3700 Bank of America Plaza
101 E. Kennedy Blvd.
Tampa, FL 33602

If to County: Pinellas County Attorney's Office
315 Court Street
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. 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, 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 County.

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 the plural shall include the singular, and any reference in this Agreement to Developer includes Developer's successors or assigns. This Agreement was the product 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 constitute one and the same instrument.

(End of Substantive Provisions; Signature Page follows)

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

DEVELOPER:

Countryside Property Principals, a Florida
limited liability company

By: [Signature]
Print Name: Bruce Levine
Title: Manager

WITNESSES:

[Signature]
Print Name: Laura Tozzi

[Signature]
Print Name: Carmen J. DeFazio

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 27th day of April, 2015, by Bruce Levine, as Manager of Countryside Property Principals, LLC, a Florida limited liability company, who is personally known to me or produced [Signature] as identification.



Sandra J. Workman
COMMISSION # FF185482
EXPIRES: December 28, 2018
WWW.AARONNOTARY.COM

[Signature]
NOTARY PUBLIC

Typed, printed or stamped name:

My Commission Expires: 12-28-2018

COUNTY:

Ken Burke, Clerk of the Circuit Court

Pinellas County Board of County
Commissioners

By: _____
Deputy Clerk

By: _____
John Morroni, Chairman

By: _____
Name and Title: _____

EXHIBIT A

Legal Description of Property

The South 35 feet of Lot 8 and all of Lots 9, 10, 11, 12, 13, 14, 15, 16, 23, 24, 25, 26, 27, 28 and the South 35 feet of Lot 29, of SUN GLO PARK, according to the map or plat thereof recorded in Plat Book 54, Page 64, of the public records of Pinellas County, Florida.

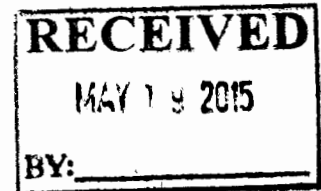


CITY OF CLEARWATER

POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE, CLEARWATER, FLORIDA 33756
TELEPHONE (727) 562-4567 FAX (727) 562-4865

PLANNING & DEVELOPMENT
May 12, 2015

Glenn Bailey, AICP
Land Use & Zoning Manager
Pinellas County Planning Department, Zoning Division
440 Court Street, 4th Floor
Clearwater, FL 33756



RE: Case No. DA-10-5-15

Dear Mr. Bailey:

The City of Clearwater Planning and Development Department has an interest in Case. No. DA-10-5-15 because:

- the subject property is located within the City of Clearwater Planning Boundary;
- the property is neighboring to City boundaries; and
- City of Clearwater sewer service will be requested for this site.

The City respectfully submits the following comments regarding the request to reinstate a previously approved development agreement (original case number Z/LU-2-6-05). The City of Clearwater opposed the future land use plan amendment and development of the office complex proposed to be constructed on the subject property. A copy of the letter of objection is provided with this letter for the record.

Because this parcel is within the City's service and planning areas, an Agreement to Annex (ATA) would be required in order to receive City of Clearwater sewer service. The City strongly encourages the applicant to speak with the Engineering Department regarding the availability of sanitary sewer service to the site and costs involved with extending service to the subject property. Recognizing that it is to the mutual benefit of the Owner and the City, in recognition of the eventual incorporation of the property within the City, to ensure the development of this property is consistent with the City's Codes, the City requires that site plans, including any related landscape and tree preservation plans, be reviewed and accepted by the City prior to the execution of an ATA. Any parcel receiving service under an ATA with the City must be developed or redeveloped in accordance with all City requirements.

Thank you for the opportunity to comment on this case.

Sincerely,


Michael Delk, AICP
Planning & Development Director

CC: Z & N, LLC, applicant, c/o Todd Pressman
Katie E. Cole, Esq., applicant's representative





LONG RANGE PLANNING
DEVELOPMENT REVIEW

CITY OF CLEARWATER

PLANNING DEPARTMENT

POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE, CLEARWATER, FLORIDA 33756
TELEPHONE (727) 562-4567 FAX (727) 562-4865

July 12, 2005

Mr. John Cueva
Development Review Manager
Pinellas County Development Services
310 Court Street
Clearwater, FL 33756



Re: Case No. Z/LU-2-6-05

Dear Mr. *John* Cueva:

The City of Clearwater Planning Department has an interest in Case No. Z/LU-2-6-05 because:

- the subject property is located within the Clearwater Planning Boundary;
- the property is neighboring to City boundaries;
- City of Clearwater Sewer Service will be requested for this site;
- the site is just north of a constrained intersection of Belcher Road and Old Coachman Road; and
- the requested future land use of Residential/Office General, is not consistent with land use patterns within the vicinity of the site and because this site fronts directly onto a Scenic Non-Commercial Corridor.

The proposal is inconsistent with the intent of the Pinellas County Countywide Scenic/Non-Commercial Corridor Master Plan (SNCC). This document has an objective that discourages commercial and office land use along the scenic corridor. Specifically it reads, "To encourage land uses along these corridors, which contribute to an integrated, well planned and visually pleasing development pattern, while discouraging the proliferation of commercial, office, industrial or intense residential development beyond areas specially designated for such uses on the FLUP." As such, the City of Clearwater

BILL JOHNSON, VICE-MAYOR
HOYT HAMILTON, COUNCILMEMBER

FRANK HIBBARD, MAYOR

JOHN DORAN, COUNCILMEMBER
CARLEN A. PETERSEN, COUNCILMEMBER



"EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION EMPLOYER"

Mr. John Cueva

July 12, 2005

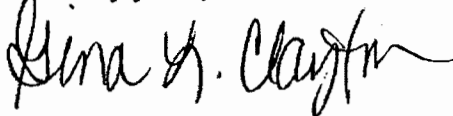
Page 2

Planning Department follows this aim to discourage the proliferation of offices along the SNCC.

There is an existing public works project to install a landscaped median within the Belcher Road corridor, improving scenic attributes. The corridor is not only designated scenic, but work has been ongoing to improve the visual qualities on the roadway. An office building would not compliment the scenic corridor development effort.

The City of Clearwater Planning Department is opposed to the proposed future land use plan amendment and development of an office complex on this property, referenced by Case # Z/LU-2-6-05. To develop an office complex would be inconsistent with the intent of the SNCC's objective to minimize the development of non-residential uses in this area.

Sincerely yours,



Gina L. Clayton
Assistant Planning Director

cc: Michael Delk, AICP, Planning Director
Leisure Hills, Inc., applicant
Todd Pressman, applicant's representative