

**AGREEMENT OF CANCELLATION AND TERMINATION OF  
DEVELOPMENT AGREEMENT AND GENERAL RELEASE**

THIS AGREEMENT OF CANCELLATION AND TERMINATION OF DEVELOPMENT AGREEMENT AND GENERAL RELEASE (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ by and between the Pinellas Park Community Redevelopment Agency, a community redevelopment agency located in the City of Pinellas Park ("AGENCY"), the City of Pinellas Park, Florida, a political subdivision of the State of Florida ("CITY"), and Premier Neurospine Institute, LLC, a Florida limited liability company ("DEVELOPER").

WHEREAS, DEVELOPER, AGENCY and CITY executed a development agreement pursuant to §§163.3220-163.3243, Fla. Stats., known as the "Florida Local Government Development Agreement Act", on June 23, 2022 to facilitate development of a neurospine institute ambulatory surgery and research center in the community redevelopment area (the "Development Agreement"); and

WHEREAS, the Development Agreement is recorded in the public records of Pinellas County, Florida in O.R. Book 22139, Pages 1333-1346, and attached hereto as Exhibit "A"; and

WHEREAS, due to economic and logistical reasons, DEVELOPER, AGENCY, and CITY, now mutually wish to terminate the Development Agreement, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto incorporate fully herein the above recitals and agree as follows:

1. Effective Date. This Cancellation and Termination Agreement shall be effective as of \_\_\_\_\_, 202\_\_\_\_ (the "Effective Date").

2. Termination of Development Agreement. DEVELOPER, AGENCY, and CITY hereby mutually agree to the cancellation and termination of the Development Agreement as of the Effective Date. All parties to this Agreement acknowledge that this Agreement to mutually cancel and terminate the Development Agreement complies with §163.3237, Fla. Stats.

3. **GENERAL RELEASE.** IN FURTHER CONSIDERATION OF AGENCY'S AND CITY'S EXECUTION OF THIS AGREEMENT, DEVELOPER, FOR ITSELF, ITS SUCCESSORS, ASSIGNS, HEIRS, PERSONAL REPRESENTATIVES AND AFFILIATES (INDIVIDUALLY AND COLLECTIVELY, THE "RELEASING PARTIES"), REMISE, RELEASE, ACQUIT, SATISFY AND FOREVER DISCHARGE AGENCY AND CITY, AND THEIR ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES, ATTORNEYS, AGENTS AND INSURERS, PAST AND PRESENT (INDIVIDUALLY AND COLLECTIVELY THE "RELEASED PARTIES") FROM AND AGAINST ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, DAMAGES, COSTS, SUITS, DEBTS, COVENANTS, CONTROVERSIES, AND ANY OTHER LIABILITIES WHATSOEVER, WHETHER

**KNOWN OR UNKNOWN, LIQUIDATED, FIXED, CONTINGENT, MATURED, UNMATURED, DISPUTED, UNDISPUTED, LEGAL OR EQUITABLE (HEREINAFTER, "CLAIMS"), WHICH THE RELEASING PARTIES EVER HAD, NOW HAVE, CAN, SHALL OR MAY HAVE, AGAINST ANY OR ALL OF THE RELEASED PARTIES FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER, FROM THE BEGINNING OF THE WORLD TO THE DATE OF THIS AGREEMENT.**

4. Indemnification. The DEVELOPER agrees to assume liability for and indemnify, hold harmless, and defend the AGENCY and CITY, its elected officials, appointed officials, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the DEVELOPER, its agents, officers, employees, directors, successors, assigns, in the performance of this Agreement. The DEVELOPER's liability hereunder shall include all attorney's fees and costs incurred by the AGENCY and/or CITY in the enforcement of this indemnification provision. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the AGENCY or CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

5. Miscellaneous:

a) Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties hereto acknowledge and agree that the courts in and for Pinellas County, Florida, shall be the venue and exclusive proper forum in which to adjudicate any case or controversy arising, either directly or indirectly, under or in connection with this Agreement, and the parties further agree that, in the event of litigation arising out of or in connection with this Agreement, they will not contest or challenge the jurisdiction or venue of these courts.

b) Amendment. No amendment hereto shall be effective unless it is in writing and signed by all parties hereto.

c) Binding Effect. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, assigns, executors, personal representatives, and administrators.

d) Headings. The headings of the provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

e) Severability. If one or more of the provisions contained in this Agreement or in any document contemplated hereby, or any application thereof, shall be invalid, illegal or unenforceable, in any respect under the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein and therein, and any application thereof, shall not in any way be affected or impaired thereby or under the laws of any other jurisdiction.

f) Integration. This Agreement incorporates all prior discussions and negotiations among the parties hereto and constitutes the entire agreement among the parties hereto with respect to the subject matter of this Agreement. There are no other agreements of any kind whether oral or in writing between the parties hereto, with respect to the matters covered herein.

g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals on the day and year first above written.

**AGENCY**

Pinellas Park Community Redevelopment Agency,  
a community redevelopment agency located in  
the City of Pinellas Park,

---

Tim Caddell, Chairperson

Approved as to form and correctness:

---

Erica Augello, City Attorney

**CITY**

City of Pinellas Park, a political subdivision  
of the State of Florida,

---

Sandra L. Bradbury, Mayor

Approved as to form and correctness:

---

Erica Augello, City Attorney

**DEVELOPER**

Witness:

Premier Neurospine Institute, LLC,  
a Florida limited liability company,

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT A**

DEVELOPMENT AGREEMENT

6200 Park Boulevard

**THIS DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into this 23<sup>rd</sup> day of JUNE, 2022, by and between the Pinellas Park Community Redevelopment Agency, a community redevelopment agency located in the City of Pinellas Park, ("Agency"), the City of Pinellas Park, Florida, a political subdivision of the State of Florida ("City"), and Premier Neurospine Institute LLC, a Florida Limited Liability Company ("Developer").

RECITALS:

WHEREAS, the Agency is the owner of 1 acre M.O.L. generally located at 6200 Park Blvd., 7300 62nd Street, and 7280 62nd Street, Pinellas Park, FL 33781, which is more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Property was a strategic acquisition made for redevelopment purposes; and

WHEREAS, the Property is located within the Pinellas Park Community Redevelopment District and Pinellas Park Medical District; and

WHEREAS, the Developer participated in a competitive Request for Letters of Interest for redevelopment of the Property and the Agency authorized the City Manager to begin negotiations with Developer for the development of a Neurospine Institute Ambulatory Surgery and Research Center at the Property; and

WHEREAS, the Agency and Developer have entered into a contract to purchase the Property from the Agency, contingent upon the Parties entering into this Agreement; and

WHEREAS, Florida Statutes Section 163.3220-163.3243, 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 the real property located within the corporate limits of the City; and

WHEREAS, the City and Agency desire to facilitate the orderly development of the Property in compliance with the laws and regulations of the City, Agency, and other governmental authorities; and

WHEREAS, the Developer desires to ensure that its development of the Property is compatible with other properties in the area and future mobility networks; and

WHEREAS, the City has conducted such public hearings as are required by and in accordance with Florida Statutes 163.3225, and other applicable law; and

WHEREAS, the City has determined that, as of the date of this Agreement, the proposed Project is consistent with the City's Comprehensive Plan and Land Development Regulations; and

WHEREAS, the Agency has determined that, as of the date of this Agreement, the proposed project is consistent with the Pinellas Park Community Redevelopment Plan; and

WHEREAS, at a duly noticed and convened public meeting on June 21, 2022, the Agency approved this Agreement and authorized and directed its execution by the appropriate officials of the Agency; and

WHEREAS, at a duly noticed and convened public meeting on June 23, 2022, the City Council approved this Agreement and authorized and directed its execution by the appropriate officials of the City; and

WHEREAS, approval of this Agreement is in the interests of the City and Agency in furtherance of the objectives of the Community Redevelopment Plan; and

WHEREAS, Developer has approved this Agreement and has duly authorized certain individuals to execute this Agreement on Developers' 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 and City Code, 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 City 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 described in Exhibit "A" is subject to this Agreement ("Property").

3.1. The Property currently has a land use designation of Community Redevelopment District (CRD) and is zoned General Commercial (B-1) District.

3.2 The Property is currently owned in fee simple by the Agency, and pursuant to this Agreement, is under contract to be owned in fee simple by the Developer.

3.3. The property is generally located at 6200 Park Boulevard, 7300 62nd Street, and 7280 62nd Street, as further described in Exhibit "A".

SECTION 4. Design, Development and Use of Project Site.

4.1 The Project shall be a Neurospine Institute Ambulatory Surgery and Research Center as depicted in the Master Plan, which is attached hereto and incorporated herein as Exhibit "B". The Developer has also prepared architectural renderings of the Project, which are attached hereto and incorporated herein as Exhibit "C". The parties agree that such renderings are an artistic representation of the exterior of the building and is solely a concept reference to the look and feel of the Project. Throughout the design process the proposed materials may be changed due to cost, supply issues, and/or Developer's request. Any significant changes that will, in the sole discretion of the City Manager, alter the look and feel of the Project, must be approved by the City Manager, who reserves the right to take any proposed change to the Agency for approval by the Board.

4.2 The Project shall include, but not be limited to, Medical Laboratories, Medical Trade School, and Clinical and Business Offices.

4.3 The only other permitted uses to be incorporated into the Project are as follows:

- Retail
- Restaurant
- Mixed-Use

4.4 The Projects Maximum Lot Coverage is seventy-five (75) percent.

4.5 The Project's maximum Floor Area Ration (FAR) shall be 0.45.

4.6 The maximum height, as defined by City Code, of the Project shall be 50 feet, excluding mechanical penthouse for lifecycle of air handling units.

4.7 The required parking shall be reduced by no more than forty percent (40%).

4.8 Required Setbacks shall be in conformance with City Code, except that the setback along 62<sup>nd</sup> Street shall be reduced up to a maximum of fifteen (15) feet due to site constraints and need to provide access relief on the west, loading/unloading spaces, generator space, ambulance entry, and maximize parking spaces for the building.

4.9 Required Buffer. The south and west sides of the property shall be buffered with a solid 6ft PVC fence, rather than a masonry wall. All other applicable buffering and landscape requirements still apply.

4.10 Changes and Amendments to Master Plan

4.10.1 Minor Changes. The City Manager may approve minor changes in the location, size or height of structures, signage and other improvements contained in the Master Plan provided that the intent of the plan is not changed, provided such changes are consistent with this Agreement and City Code, and provided the proposed change is not in conflict with paragraph 4.9.2 below. Minor changes include any change that has no material impact on the character of the approved Master Plan or the relationship between

EX. A  
pg. 4

phases of the Master Plan or between the Property and adjacent development, including, but not limited to:

- Deviations arising from limited technical considerations which could not reasonably be anticipated during the approval process;
- Amendments required to bring the application into compliance with adopted technical codes;
- Driveway relocations;
- Facility design modifications for design, recreational or other amenities;
- Changes to the size or height of structures;
- Changes to the design, location, or orientation of buildings that have no substantive impact on adjacent properties;
- Minor changes to the design of signs that do not increase their height or area; and
- Expansions of buffers, open spaces and landscape areas.

4.10.2 Major Changes. In such cases where the Developer proposes any amendment to the Master Plan, except as defined as minor changes in paragraph 4.9.1 above, the amendment shall be submitted to the Agency for approval. These major changes include, but are not limited to any change that:

- Rearrangement of any lot, block, building tract or common open space as shown on the adopted Master Plan so that the intent of the plan is altered.
- Changes any use to a substantially different use not originally approved on the Master Plan.
- Significantly changes the location or amounts of land devoted to specified land uses on the Master Plan.
- Changes the intent of the Master Plan.
- Changes any boundary of the Project.

#### SECTION 5. Effective Date/Duration of this Agreement.

5.1 This Agreement shall not be effective until this Agreement is properly recorded in the public records of Pinellas County, Florida pursuant to Florida Statutes Section 163.3239.

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.

5.3 This Agreement shall continue in effect for ten (10) years unless earlier terminated as set forth herein.

#### 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 Code applicable at the time of building permit review, except for those items described herein.

6.1.3 Commencement and Completion of Project

6.1.3.1 Within six (6) months of the execution of this Agreement, the Developer will finalize designs and have pulled permits (demolition or building) for construction of project.

6.1.3.2 Developer shall obtain all necessary certificate(s) of occupancy within thirty (30) months of execution of this agreement.

6.1.4 Replat the Property in conformance with City Code.

6.2 Obligations of the City:

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

6.2.2 The final effectiveness of the applications referenced in Section 6.2.1 is subject to:

6.2.2.1 The provisions of Chapters 163 and 166, Florida Statutes, as they may govern such amendments; and

6.2.2.2 The expiration of any appeal periods or, if an appeal is filed, at the conclusion of such appeal.

SECTION 7. Public Facilities to Service Development. The following public facilities are presently available to the Property from the sources indicated below.

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

7.4 The Developer is responsible for any necessary improvements to undersized infrastructure, and all such improvements associated with public facilities shall be completed prior to the issuance of any certificate of occupancy.

7.5 Developer agrees to provide a cashier's check, a payment and performance bond, or letter of credit in the amount of 115% of the estimated costs of the public facilities and services, to be deposited with the City to secure construction of any new public facilities and

services required to be constructed by this Agreement. Such construction shall be completed prior to issuance of a Certificate of Occupancy for the Project.

SECTION 8. Required Local Government Approvals. The required local government development approvals for development of the Property include, without limitation, the following:

- 8.1 Site Plan approval 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. Force Majeure. No party shall be liable in damages for, nor shall this Agreement be terminable or cancelable by reason of any delay or default in any party's performance hereunder if such default or delay is caused by events beyond such party's reasonable control including, but not limited to, Acts of God, action of any government or agency thereof, war or insurrection, civil commotion, destruction of facilities or materials by earthquake, fire, flood or storm, labor disturbances, epidemic or failure of public utilities or common carriers. The party so affected shall give prompt notice to the other parties of such cause and shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible. All parties agree to endeavor to resume their performance hereunder as soon as possible if such performance is delayed or interrupted by reason of force majeure.

SECTION 10. Finding of Consistency. The City finds that development of the Property consistent with the terms of this Agreement is consistent with the City Comprehensive Plan and the Code.

SECTION 11. Termination. 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, at the discretion of the City and after notice to the Developer and an opportunity for the Developer to be heard.

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.

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: Premier Neurospine Institute LLC  
Attn: Jamie Chyat  
5800 49<sup>th</sup> Street N. suite s201  
Saint Petersburg FL 33709

If to the City: City of Pinellas Park  
Attn: City Manager  
P.O. Box 1100  
Pinellas Park, FL 33780

With Copy to: Lauren Rubenstein, City Attorney  
Denhardt and Rubenstein  
2700 First Avenue North  
St. Petersburg, FL 33713

If to the Agency: Pinellas Park Community Redevelopment Agency  
Attn: City Manager  
P.O. Box 1100  
Pinellas Park, FL 33780

Notices or communications that are properly addressed with prepaid postage 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 (3<sup>rd</sup>) 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

14.1.1 Assignment of all or any of Developer's rights under this Agreement shall require the approval of Agency and City. Prior to any assignment or proposed assignment of its rights hereunder, Developer shall give written notice thereof to Agency and City. Upon any permitted assignment hereunder, references in this Agreement to Developer shall mean the Permitted Assignee where the context so requires, subject to all applicable conditions governing the effectiveness of the rights granted under this Agreement and so assigned. No assignment of Developer's rights hereunder shall be effective unless and until the Permitted Assignee enters into a written agreement accepting the assignment and assuming all of Developer's obligations under this Agreement and copies of such written agreement are delivered to Agency. Except as specifically permitted herein, Developer's rights hereunder shall not be assignable.

14.1.2 An assignment of the Project, or any part thereof, by the Developer to any corporation, limited partnership, limited liability company, general partnership, or joint venture, in which the Developer (or an entity under common control with Developer) has either the controlling interest or through a joint venture or other arrangement shares equal

management rights and maintains such controlling interest or equal management rights shall not be deemed an assignment or transfer subject to any restriction on or approvals of assignments or transfers imposed by this Agreement, provided, however, that notice of such assignment shall be given by the Developer to the City and Agency not less than thirty (30) days prior to such assignment being effective and the assignee shall be bound by the terms of this Agreement to the same extent as would the Developer in the absence of such assignment.

14.2 Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the City, and its successors and assigns, the Agency, and its successors and assigns, and the Developer and, as applicable to the parties comprising Developer, their personal representatives, trustees, heirs, successors and assigns, except as may otherwise be specifically provided herein.

SECTION 15. 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 16. 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 17. 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, and supersedes all previous negotiations, understandings and agreements between the parties, whether oral or written, including, without limitation, any oral discussions, letters of intent and email correspondence.

SECTION 18. 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 19. Severability. 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, 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 20. Code Amendments. Subsequently adopted ordinances and codes of the City which are 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 21. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Pinellas County, Florida.

SECTION 22. Counterparts. This Agreement may be executed in counterparts, all of which together shall continue one and the same instrument.

SECTION 23. Amendment. This Agreement may be amended by mutual written consent of the Parties 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.

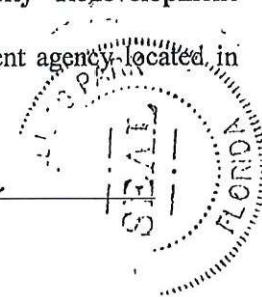
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURES ON THE FOLLOWING PAGE]**

**AGENCY**

**Pinellas Park Community Redevelopment Agency,**  
a community redevelopment agency located in the City of Pinellas Park

By: Patricia Reed  
Patricia Reed, Chairperson



Approved as to Form and Correctness:

Lauren C. Rubenstein  
Lauren C. Rubenstein, City Attorney

**CITY**

**City of Pinellas Park,**  
a political subdivision of the State of Florida acting through its City Council, the governing body thereof

By: Sandra L. Bradbury  
Sandra L. Bradbury, Mayor



Approved as to Form and Correctness:

Lauren C. Rubenstein  
Lauren C. Rubenstein, City Attorney

**DEVELOPER**

**Premier Neurospine Institute LLC,**  
a Florida limited liability company

WITNESSES:

Jamie Chyat  
Print Name: Jamie Chyat

Jennifer Carfagno  
Print Name: Jennifer Carfagno

By: Christopher Koebbe  
Dr. Christopher Koebbe, Authorized Member

**Exhibit "A"**

DESCRIPTION:

PARCEL 1

THE NORTH 112 FEET OF LOTS 1 AND 2, AND ALL OF LOTS 3 AND 4, BLOCK 58, PINELLAS PARK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 91-92, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, AND TOGETHER WITH THE NORTH 1/2 VACATED ALLEY ABUTTING ON THE SOUTH, AS TO LOTS 3 AND 4. TAX PARCEL #28/30/16/71064/058/0030

PARCEL 2

THE NORTH 60 FEET OF LOTS 14, 15, AND 16, BLOCK 58, PINELLAS PARK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 91-92, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, AND TOGETHER WITH THE SOUTH 1/2 VACATED ALLEY ABUTTING ON THE NORTH. TAX PARCEL #28/30/16/71064/058/0152

PARCEL 3

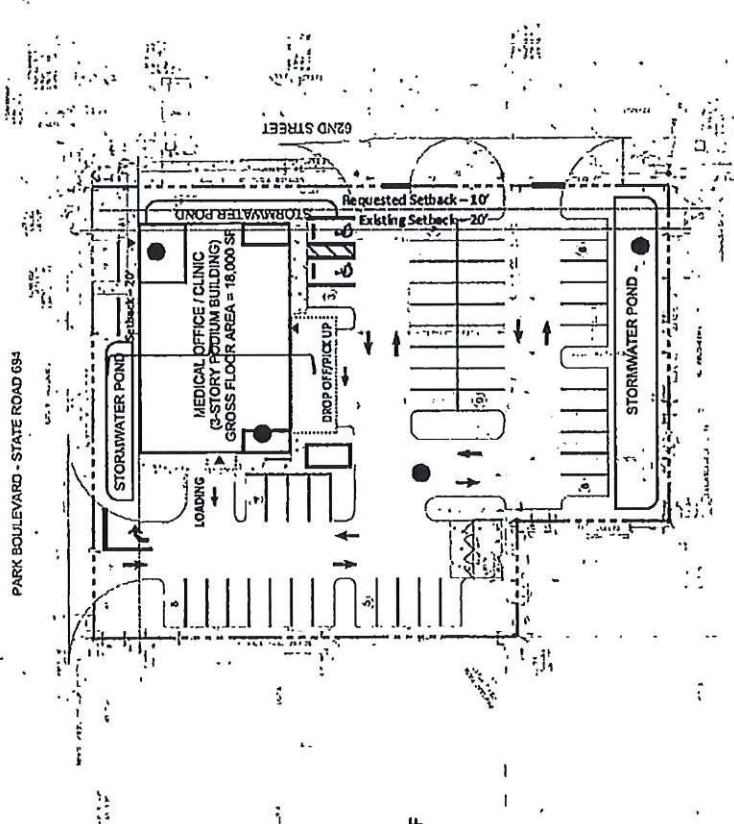
LOTS 1 AND 2, LESS THE NORTH 112 FEET OF EACH LOT, BLOCK 58, PINELLAS PARK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 91-92, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, AND TOGETHER WITH THE NORTH 1/2 VACATED ALLEY ABUTTING ON THE SOUTH. TAX PARCEL #28/30/16/71064/058/0010

LESS THE EAST 5.00 FEET OF THE OVERALL DESCRIBED PARCELS FOR ROAD RIGHT-OF-WAY.

CONTAINING 43,320 SQUARE FEET (0.994 ACRE), MORE OR LESS.

Exhibit "B"

Site Plan - CRA DEVELOPMENT



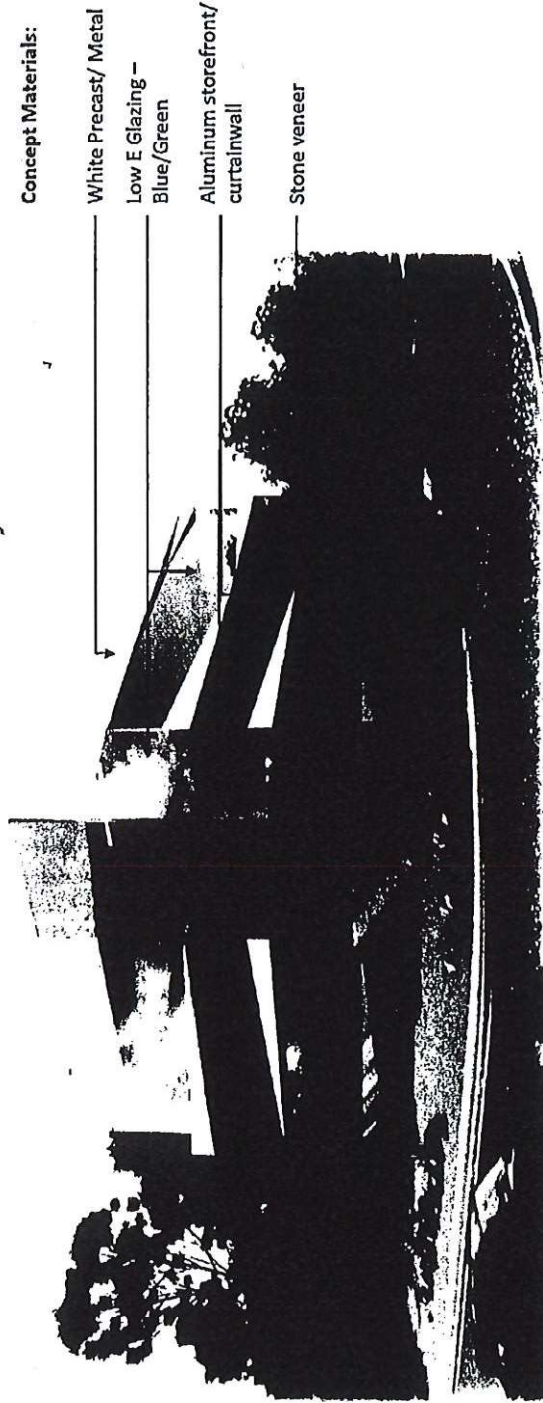
- Medical office / Clinic  
3-STORY BUILDING
- CLINIC: 4/1000 = 12,000 GSF  
48 SPACES
- GEN OFFICE: 1/300 = 6,000 GSF  
20 SPACES
- DROP OFF/PICK UP AREA: 2
- LOADING SPACE: = 1
- BIKE RACKS: = 20
- TOTAL SPACES REQUIRED: 68
- TOTAL SPACES: 50 provided
- GEOTECH BORING
- BICYCLE RACK
- ▼ BUILDING ENTRANCE



Exhibit "C"

STORY SKETCH/RENDER – CRA DEVELOPMENT

JK



Concept Materials:

White Precast/ Metal

Low E Glazing -  
Blue/Green

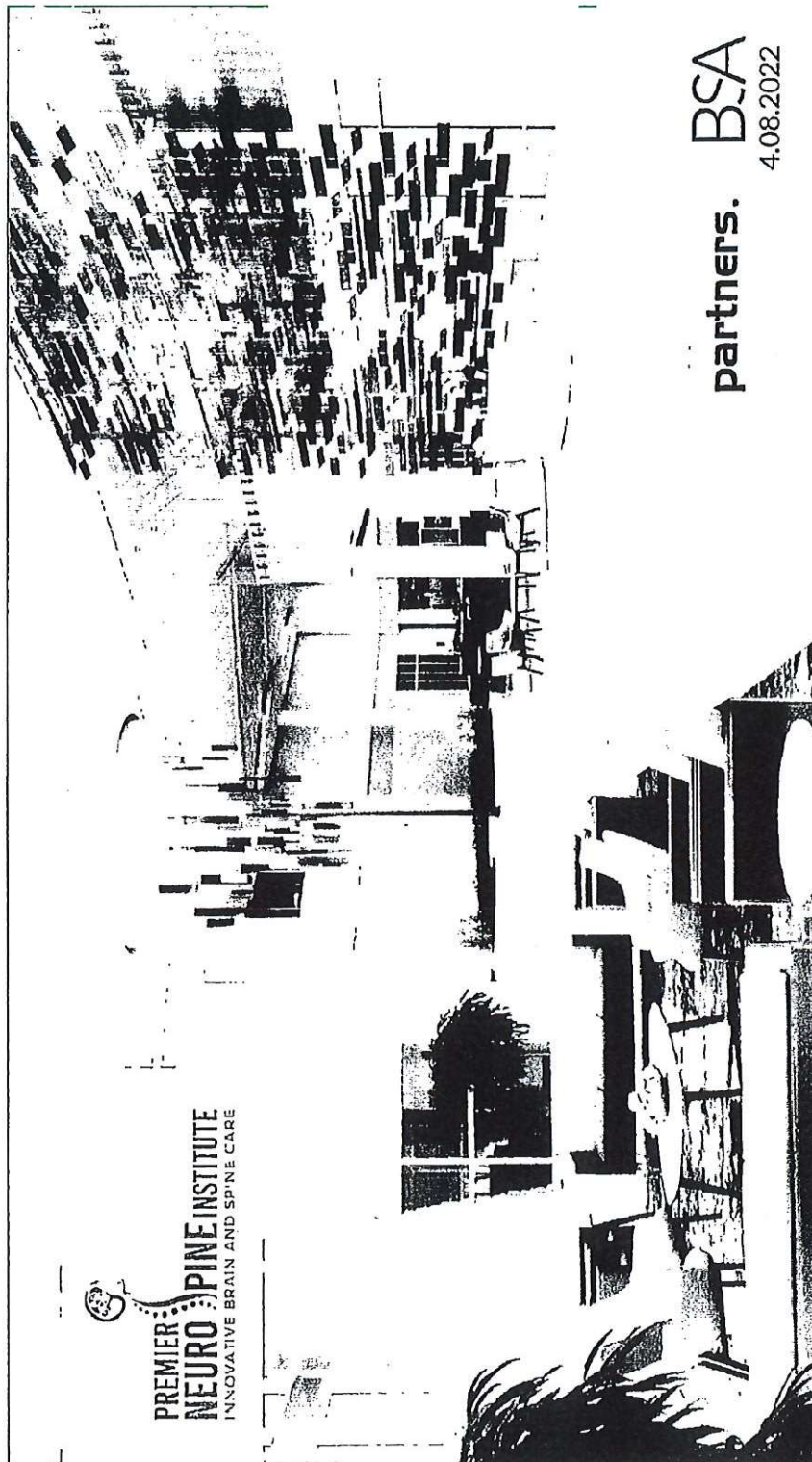
Aluminum storefront/  
curtainwall

Stone veneer

partners. BSA

NOTE: ARTISTIC REPRESENTATION ONLY TO PROVIDE CONCEPT LOOK AND FEEL

Exhibit "C"



partners. BSA  
4.08.2022