



I. APPLICATION DATA

- A. **Case Number:** PL 2020-1
- B. **Location:** South of 76th Ave N and north of 75th Ave N, and east of 58th St N and west of 57th St N.
- C. **Parcel IDs:** 28-30-16-93438-000-0010; -0020; -0030; -0040; -0050; -0060; -0070; -0080; -0090; -0110; -0120; -0130; -0140; -0150; -0160; -0180; -0220; -0230; -0260; -0270; and -0280.
- D. **Request:** Approval of Artistry at Park Station Preliminary Plat (companion to Artistry at Park Station MUPUD, case # PUD 2020-2).
- E. **Applicant:** Glenn Larkan
- F. **Agent:** Frederic Samson
- G. **Legal Ad Text:** Approval of Artistry at Park Station Preliminary Plat.
- H. **Public Hearings:**
- | | |
|---|-----------------|
| <u>Advertising Date:</u> | June 12, 2020 |
| <u>Planning & Zoning Hearing Date:</u> | July 2, 2020 |
| <u>Advertising Date:</u> | July 29, 2020 |
| <u>City Council Hearing Date:</u> | August 13, 2020 |

II. BACKGROUND INFORMATION

- A. **Site Area:** 50,907 square feet / 1.17 acres
- B. **Property History:** The Property currently supports two previously constructed 830 square foot live/work cottages located at 5721 and 5741 75th Avenue North, which are currently owned and managed by the Community Redevelopment Agency (CRA). A temporary use 'gARTen,' constructed of recycled material on otherwise vacant land at 5700 75th Terrace North serves as a gathering space for neighboring residents and businesses. Most parcels have been cleared following purchase and demolition by the CRA. Three parcels remain with pre-existing residential structures: two with residential dwellings and a third with a detached garage. Substantial site development has been completed by the CRA, including utilities upgrades, construction of brick paver streets, and installation of decorative street lighting.

The area lies at the center of an emerging creative district known informally as the 'Pinellas Arts Village,' which extends from 5609 Park Boulevard to "Park Station" at 5851 Park Boulevard. Currently designated in the CRA Plan as part of an 'Activity Center,' the Property is adjacent to commercial properties fronting Park Boulevard, and in close proximity to several City-owned and operated facilities including Park Station, City Auditorium, Senior Center, Shuffleboard Courts, Police Station, Davis Field Park, Neighborhood Services Building, and Technical Services Building, as well as the St. Giles II affordable senior housing complex. Additionally, the CRA recently purchased 5805 Park Boulevard along with two contiguous vacant lots fronting 76th Avenue North for future redevelopment purposes.

The property is subject to two Development Agreements, a 20 year United Cottages Development Agreement (Exhibit D) and a 2020 Artistry at Park Station Development Agreement (Exhibit C). Per the Development Agreements, 22 of the lots will be developed with a single-family detached dwelling and five of the lots will be developed with a live/work unit.

C. **Existing Use:** Residential / Commercial / Vacant

D. **Proposed Uses:** 22 Residential Units and 5 Live / Work Units (Residential / Commercial)

E. **Current Zoning District:** "MXD" Mixed Use District

1. Zoning District Purpose / Intent:

The "MXD" Mixed Use District is established in order to guide and encourage the development of a mixture of residential, office, and commercial land uses along the Park Boulevard corridor and periphery, characterized by a variety of housing types, office and commercial development, including vertical mixed-use and the integrated mixing of uses horizontally within single developments. The "MXD" District implements the adopted Community Redevelopment Plan, which encourages mixed-use development at moderate intensity in order that the various uses compliment and support one another, share parking infrastructure, reduce traffic congestion through internal trip capture, and as a whole, become a center of pedestrian activity that beckons additional private investment in the corridor, and further supports the Town Center. This Section is further intended: to attract a diversity of uses with an emphasis on street activities such as outdoor cafes and evening activities such as entertainment and civic functions; to encourage development of public open space which in turn encourages a pedestrian environment, thereby enhancing the overall character of the Downtown Community Redevelopment Area; and to encourage use of the local and regional bus system as an alternative to private passenger vehicles.

Allowable uses are based upon the Community Redevelopment Plan. The intent of this District is to encourage the development of mixed uses in one (1) unified project. Areas of the City for which this zoning district is appropriate are designated on the Land Use Plan Map as Community Redevelopment District (CRD).

Light repair, assembly and manufacturing activity on a scale associated with artisans and crafters is permitted in combination with retail and/or residential uses provided that the area devoted to these activities shall not occur in the front one-fourth of the structure and the activities shall not result in impacts related to prohibitions outlined in Section 18-1524.5(E). Furthermore, no outdoor storage shall be permitted with this activity.

2. Staff Analysis:

The "MXD" District specifically identifies the allowance of a variety of housing types, along with office and commercial development, including vertical mixed-use and the integrated mixing of uses horizontally within single developments. Staff finds that the development proposal is consistent with the intent of the "MXD" District.

F. **Current Land Use:** COMMUNITY REDEVELOPMENT DISTRICT (CRD)

1. Land Use Purpose / Intent:

It is the purpose of this category to depict those areas of the City that are now designated, or appropriate to be designated, as community centers and neighborhoods for redevelopment in accord with a special area plan therefor.

2. Key Standards:

Primary Uses - Residential; Office; Commercial; Industrial; Institutional; and Transportation/Utility uses as enumerated in the approved special area plan.

Density/Intensity - Shall be as set forth for each classification of use and location in the approved special area plan. Densities/intensities shall be consistent with the redevelopment strategy for this plan category and shall generally parallel the medium to high density/intensity standards of the conventional plan categories for the respective types of use characteristics provided for thereunder.

Locational Characteristics - This category is generally appropriate to those community areas designed to serve as local retail, financial, governmental, residential, and employment focal points for a community; and to specified target neighborhoods designed to encourage redevelopment in one or a combination of uses as identified above and set forth in the special area plan therefor.

3. Staff Analysis:

The proposed use of a MUPUD (mixed use planned unit development) is a permitted in the CRD Future Land Use category. Staff finds the proposed use to be consistent with the adopted Comprehensive Plan.

G. Flood Zone: The property is located in Flood Zone X, which is not a high-risk flood zone.

H. Evacuation Zone: This property is in Evacuation Zone D, which is the fourth level to evacuate in preparation for a storm. Zone D is evacuated when storm surge height is predicted to be up to 28 feet.

I. Vicinity Characteristics:

	Zoning	Land Use	Existing Use
North	"R-1" Single Family Residential	CRD	Single Family Residential
South	"P" Public & "B-1" General Commercial	CRD	Pioneering Pinellas Park Marker & Commercial
East	"R-6" Multifamily Residential/Commercial	CRD	Single Family and Multi-Family Residential
West	"B-1" General Commercial	CRD	Vacant Commercial

III. APPLICABLE CRITERIA / CONSIDERATIONS

A. Comprehensive Plan Policies:

1. Relevant Policies:

<i>POLICY LU.1.3.1</i>	<i>The City of Pinellas Park will continue to promote redevelopment and urban infill development that is compatible with and supports the integrity and viability of existing residential neighborhoods.</i>
<i>POLICY LU.1.13.1</i>	<i>The character of distinct functional neighborhoods, recognized as stable living areas, shall be preserved in the development and redevelopment of the community.</i>
<i>POLICY LU.1.13.6</i>	<i>Encourage infill residential development that is consistent and compatible with surrounding land uses.</i>
<i>POLICY LU.1.14.4</i>	<i>Foster residential development and redevelopment at an intensity and scale that is compatible with proximate residential neighborhoods.</i>

2. Staff Analysis:

The surrounding area is comprised of commercial and residential uses. The proposed re-plat would divide the property into 31 lots, with two existing structures, 22 single-family dwelling units, 5 live/work units, a proposed 2-story building, and a park. Per the 2020 Development Agreement, the re-plat of the subject property is to be in conformance with the lot plan as reflected in the conceptual site plan, which is shown in the agreement and is in compliance with the Goals, Objectives and Policies of the adopted Comprehensive Plan.

B. Land Development Code Standards:

1. Key Standards:

SECTION 18-105. - DESIGN STANDARDS

Sec. 18-105.1. - GENERAL REQUIREMENTS.

The standards contained in this Article shall control the design of all subdivisions in the City. These design standards shall help insure convenient, safe pedestrian and vehicular traffic, and the development of usable building sites, the provision of land for public utilities, and to minimize the negative impacts of haphazard, unplanned growth. Certain of these standards can be varied by City Council, in accordance with Section 18-108 of this Article.

Sec. 18-105.2. - SUBDIVISION NAME.

Every subdivision shall be given a name by which it shall be legally known. In order to avoid confusion for residents, emergency and fire services, the name shall not be the same or in any way so phonetically or visually similar to the name of any previously recorded subdivision within the limits of the City of Pinellas Park. The same name may be utilized when the proposed subdivision is an additional unit or section of a previously recorded subdivision and which is adjacent to the previously recorded subdivision. The name of the subdivision shall be determined at the preliminary plat phase.

Sec. 18-105.3. - LOTS.

(A) ARRANGEMENT AND DIMENSIONS. Lot area, width, depth, shape and orientation shall be appropriate for the location of the subdivision, the proposed type of development and the topography of the site. The dimensional requirements for each lot shall conform to the dimensional requirements of the zoning district in which the site is located and each lot shall have a minimum of forty (40) feet of frontage on a street right-of-way. The average depth of a lot shall be equal to or less than three (3) times its average width.

(B) SHAPE. Side lot lines shall be as close as practical to right angles to street lines. When there are curving street lines, the lot lines shall be radial to the street lines.

(C) ACCESS. Each lot created in a subdivision shall have legal access to a public or private street.

(D) DOUBLE FRONTAGE LOTS. Double frontage lots shall not be allowed for residential subdivisions. Double frontage lots shall be allowed in commercial and industrial subdivisions but shall be avoided when the lots abut an arterial or collector. When the lots abut an arterial an access road shall be provided, and the number of direct access points to the arterial shall be limited according to the standards of the responsible jurisdiction (i.e. Pinellas County or Florida Department of Transportation).

Sec. 18-105.4. - BLOCKS.

(A) ARRANGEMENT. Block width, depth, shape and orientation shall be appropriate for the location of the subdivision and the proposed type of development. The need for convenient and safe pedestrian and vehicular traffic shall be considered in designing the subdivision.

(B) WIDTH. Block width shall be sufficient to provide two (2) tiers of lots containing the dimensions required by the zoning district of the site. Blocks with only one (1) tier of lots may be allowed in commercial and industrial subdivisions.

(C) LENGTH. The maximum length for blocks in residential subdivisions shall be six hundred (600) feet. When a block alters its direction by a minimum of thirty (30) degrees, the block may extend an additional six hundred (600) feet in the new direction. In no case shall a block be longer than one thousand two hundred (1,200) feet. The maximum length for blocks in commercial and industrial subdivisions shall be one thousand two hundred (1,200) feet.

Sec. 18-105.5. - STREETS.

(A) **ARRANGEMENT.** *The design of streets shall be guided by the following factors:*

1. *Proper integration with the proposed and existing street system as stated in the Traffic Circulation Element of the Comprehensive Plan.*
2. *Topography of the development and surrounding area.*
3. *Convenient and safe pedestrian and vehicular circulation.*
4. *Vehicular Access.*

(a) *Except as otherwise provided herein, subdivisions shall have at least two (2) separate points of ingress and egress for vehicular traffic.*

(b) *A subdivision may have a single point of ingress and egress for vehicular traffic if and only if the ingress and egress is provided by a minimum four (4) lane divided roadway extending from the intersection of said roadway (having a minimum of four (4) separate twelve-foot paved lanes) with a public road right-of-way to the first internal intersection or a distance of three hundred (300) feet, whichever is greater (a modification of the required length may be authorized in writing by the City Manager or his designee where warranted by recognized traffic engineering standards due to site conditions, provided however, that such roadway shall extend at least to the first internal intersection). The four-lane portion of such roadway shall be located within a minimum eighty (80) feet public or private right-of-way.*

The proposed street system shall be extended in alignment with the existing streets.

(B) **RIGHT-OF-WAY AND CONSTRUCTION REQUIREMENTS.**

1. *The right-of-way improvements listed below shall be dedicated in every subdivision according to the standards below:*

<i>STREET TYPE</i>	<i>MINIMUM RIGHT-OF-WAY</i>
<i>Expressway</i>	<i>100—200 feet</i>
<i>Arterial</i>	<i>100 feet</i>
<i>*Collector</i>	<i>80 feet</i>
<i>Local</i>	<i>60 feet</i>
<i>Cul-de-sac</i>	<i>60-foot radius</i>

* *At the determination of the City Engineer, the right-of-way requirement for a collector may be reduced. This determination shall be based upon the ultimate lane configuration necessary to maintain an acceptable level of service along the roadway segment in accordance with the adopted City Comprehensive Plan.*

2. *The streets shall be constructed in accordance with the current City Standards and the lane configuration listed below shall be installed in every subdivision according to the standards below:*

<i>STREET TYPE</i>	<i>MINIMUM PAVING WIDTH</i>
<i>Arterial</i>	<i>As depicted in the Comprehensive Plan for each individual arterial roadway</i>
<i>Collector</i>	<i>As depicted in the Comprehensive Plan for each individual collector roadway segment</i>

<i>Local</i>	<i>2 lanes, undivided</i>
<i>Cul-de-sac</i>	<i>45-foot radius</i>

The size of the curb and gutter is not included in the measurement.

(C) INTERSECTION DESIGN.

1. *All streets shall be designed to intersect at right angles, except when the City Engineer determines that a variation to this rule would provide a better layout.*
2. *The right-of-way and construction improvements listed below shall be dedicated and installed in every subdivision according to the standards below:*
 - (a) *Where any arterials or collectors intersect, the right-of-way and paving width shall be increased twelve (12) feet on each side of the lower classified street for the distance within one hundred fifty (150) feet of the intersection.*
 - (b) *Where a local street intersects an arterial or collector the right-of-way and paving width of the local street shall be increased twelve (12) feet on each side of the street for the distance within one hundred (100) feet of the intersection.*
3. *Property lines and the back of the curbline at intersections shall be rounded with a minimum radius of twenty-five (25) feet. The City Engineer will require a minimum radius of thirty-five (35) feet at the intersections of major thoroughfares and where applicable, may require a larger radius at these intersections.*

(D) DEAD-END STREETS AND CUL-DE-SACS.

1. *A temporary dead end street will be allowed when the street will ultimately be extended through the adjacent property. If the street is over two hundred (200) feet in length, a temporary cul-de-sac shall be constructed.*
2. *When a street is not intended to extend beyond the limits of the subdivision, a cul-de-sac shall be constructed with the right-of-way and paving width as stated in Section 18-105.5(B) of this Article.*
3. *In order to provide effective fire and police protection, no cul-de-sac street shall be more than six hundred (600) feet in length.*

(E) STREET DESIGNATIONS.

1. *All streets shall be designated by numbers, which shall be assigned by the City Engineer.*
2. *Proposed streets which are in alignment with existing streets shall have the same designation as the existing street.*
3. *All north/south oriented streets shall be designated as a Street, Lane, or Way. All east/west oriented streets shall be designated as an Avenue, Place, or Terrace.*
4. *All north/south oriented cul-de-sac shall be designated as a Court. All east/west oriented cul-de-sac shall be designated as a Circle. All cul-de-sacs which are constructed diagonally from the north/south axis shall be designated as a Drive.*

(F) STREET IDENTIFICATION AND TRAFFIC CONTROL SIGNS.

Street identification signs shall be installed for each street which is partially or completely constructed in a subdivision. The street signs shall be installed at every intersection and shall be constructed according to the current City standards.

Traffic control signs shall be installed along all streets and intersections of a subdivision. The City Engineer shall approve the type and location of the sign(s), and they shall be constructed according to the Manual of Uniform Traffic Control Devices. The traffic control signs shall be installed at the developer's expense.

Sec. 18-105.6. - ALLEYS.

Alleys shall not be permitted in any subdivision, whether residential, commercial, or industrial.

Sec. 18-105.7. - SIDEWALKS.

(A) *APPLICABILITY.* Sidewalks shall be constructed on both sides of all streets within and adjacent to the subdivision. The sidewalk shall be constructed within the right-of-way. Sidewalks are not required on internal streets within industrial subdivisions or along limited access highway/expressways.

(B) *CONSTRUCTION REQUIREMENTS.* All sidewalks shall be constructed in accordance with the current City standards and shall have the following minimum widths:

STREET TYPE	MINIMUM SIDEWALK WIDTH
Arterial	5 feet
Collector	5 feet
Neighborhood distributor	4 feet
Local	4 feet

The sidewalk shall extend across the right-of-way to connect to all existing streets. In addition, where an unimproved alley abuts a subdivision, the sidewalk shall extend across the alley right-of-way to the centerline of the alley. (Ord. No. 626, 2-22-1973; Ord. No. 1382, 4-26-1984)

Sec. 18-105.8. - EASEMENTS.

(A) *UTILITY EASEMENTS.* All utility lines shall be installed underground throughout a subdivision. These utility lines shall include, but are not limited to, those lines required for electrical service, telephone, gas, cable television, and street lighting. Appurtenances such as transformer boxes, pedestal-mounted terminal boxes, temporary electric supply outlets, meters, and meter cabinets may be placed above ground.

The requirement for underground utility lines may be waived by the City Engineer if the applicant can show that due to available technology or unusual site conditions, the installation of underground utilities is not feasibly possible. In this case, the utility lines shall be aerially located on the rear lot lines, whenever possible.

Easements shall be provided in a subdivision to accommodate the installation and maintenance of overhead, surface and underground utilities. The City Engineer shall approve the location and size of necessary easements. All easements shall be dedicated for public use.

It shall be the responsibility of the developer to discuss easement requirements with the private utility companies and the cable television franchisee, in order to insure that the easements will be adequate. When submitting the final plat, the City Engineer may require the developer to provide written verification from each of the above utility companies that the proposed easements meet all necessary requirements.

(B) *DRAINAGE EASEMENTS.* An easement shall be provided for any drainage way which is within the subdivision. The drainage easement shall conform substantially with the water lines of the drainage way and shall be sufficiently wide to allow adequate ingress and egress of maintenance equipment.

The City will not accept the responsibility for maintenance of any drainage areas; nor will the City provide mosquito control of drainage areas. All private drainage facilities shall be privately maintained and there shall be appropriate legal documents which outline the method of maintenance and mosquito control for drainage areas. Any pond which serves as a part of the City drainage control system shall be connected to a public right-of-way by a minimum of a twenty-foot wide easement and the City Engineer may require an additional easement.

2. Staff Analysis:

Per the 2020 Development Agreement, the re-plat of the subject property is to be in conformance with the lot plan as reflected in the conceptual site plan, which is shown in the agreement. Additionally, per the 2020 Development Agreement, the subject site will be re-platted to provide for lots that will allow for a minimum 4 foot side yard setback.

C. Essential Services Review:

The development proposal has been reviewed by all relevant departments/divisions. No concerns were raised with regard to the proposed development.

IV. SUMMARY

A. Findings:

Based on the information and analysis contained in this report, staff finds as follows:

1. The 1.2-acre subject property is located between 76th Ave N and 75th Ave N, and between 58th St N and 57th St N, approximately a block north of Park Blvd.
2. The subject property has a Future Land Use Map designation of Community Redevelopment District (CRD) and a zoning designation of "MXD" Mixed Use District;
3. The development proposal will keep 2 existing structures and construct 22 single-family dwelling units, 5 live/work units, and an art building, as well as a park;
4. The development proposal meets the applicable plat standards stated in the Artistry at Park Station Development Agreement (2020) and the United Cottage Development Agreement (2011);

B. Staff Recommendation:

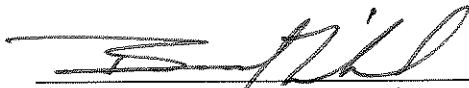
Consistent with the above identified findings, staff recommends **APPROVAL** of case number PL 2020-1.



Nick A. Colonna, AICP
Planning & Development Services Director



Date



Benjamin J. Ziskal, AICP, CEcD
Community Development Administrator



Date

V. ACTION

PLANNING AND ZONING COMMISSION – MOVE TO:

RECOMMEND APPROVAL

RECOMMEND APPROVAL WITH THE FOLLOWING CONDITION(S):

RECOMMEND DENIAL

...of a request for approval of the Artistry at Park Station MUPUD Preliminary Plat.

VI. ATTACHMENTS

Exhibit A: Plat

Exhibit B: Artistry Development Agreement (2020)

Exhibit C: United Cottages RFP and Development Agreement (2011)

Exhibit D: Aerial Map

Exhibit E: Land Use Map

Exhibit F: Zoning Map

Exhibit G: Flood Insurance Rate Map

Exhibit H: Site Photos



ADDENDUM

Case Number: PL 2020-1

Location: South of 76th Ave N and north of 75th Ave N, and east of 58th St N and west of 57th St N.

PLANNING AND ZONING COMMISSION

On July 2, 2020, the Planning and Zoning Commission **RECOMMENDED APPROVAL** of case # PL 2020-1.

VI. ACTION

CITY COUNCIL– MOVE TO:

1: APPROVE

2: APPROVE WITH CONDITIONS

3: DENY

...a request for approval of PL 2020-1, Artistry at Park Station Preliminary Plat.

ARTISTRY AT PARK STATION

BEING A REPLAT OF UNITED COTTAGE CORPORATION REPLAT, RECORDED IN PLAT BOOK 26, PAGE 36, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING IN SECTIONS 28 & 29, TOWNSHIP 30 SOUTH, RANGE 16 EAST, CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION:
UNITED COTTAGE CORPORATION REPLAT, AS RECORDED IN PLAT BOOK 26, PAGE 36, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS LOTS 10, 19, 20, 21, AND 25 OF SAID REPLAT, AND LESS THE SOUTH 2.5 FEET OF LOTS 22, 23, 24, 26, 27, 28, 29, AND 30, OF SAID REPLAT, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, UNITED COTTAGE CORPORATION REPLAT, AS RECORDED IN PLAT BOOK 26, PAGE 36, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S89°45'19"E ALONG THE SOUTH RIGHT OF WAY LINE OF 76TH AVENUE NORTH, A DISTANCE OF 355.18 FEET; THENCE S0°15'41"W ALONG THE WEST LINE OF LOT 10 OF SAID REPLAT, A DISTANCE OF 55.00 FEET; THENCE S89°45'19"E ALONG THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 34.47 FEET; THENCE S0°10'57"W ALONG THE WEST RIGHT OF WAY LINE OF 57TH STREET NORTH, A DISTANCE OF 121.96 FEET; THENCE N89°50'03"W, A DISTANCE OF 173.91 FEET; THENCE N0°14'41"E ALONG THE EAST LINE OF LOT 25 OF SAID REPLAT, A DISTANCE OF 47.20 FEET; THENCE N89°45'19"W ALONG THE NORTH LINE OF SAID LOT 25, A DISTANCE OF 34.82 FEET; THENCE S0°14'41"W ALONG THE WEST LINE OF SAID LOT 25, A DISTANCE OF 47.25 FEET; THENCE N89°50'03"W, A DISTANCE OF 107.96 FEET; THENCE N0°15'41"E ALONG THE EAST LINE OF LOTS 19 AND 21 OF SAID REPLAT, A DISTANCE OF 102.40 FEET; THENCE N89°45'19"W ALONG THE NORTH LINE OF LOTS 19 AND 20 OF SAID REPLAT, A DISTANCE OF 73.02 FEET; THENCE N0°10'57"E ALONG THE EAST RIGHT OF WAY LINE OF 58TH STREET NORTH, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

PRIVATE DEDICATION:

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE OWNER OF THE ABOVE DESCRIBED TRACT OF LAND HEREBY PLATTED AS ARTISTRY AT PARK STATION, THAT IT GRANTS TO THE CITY OF PINELLAS PARK, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, THE RIGHT TO USE ALL UTILITY AND DRAINAGE EASEMENTS AS SHOWN. ANY MAINTENANCE, REPAIR, OR REPLACEMENT RESPONSIBILITY RELATING TO PIPES, STRUCTURES, RETAINING WALLS, AESTHETIC AND VEGETATION CONSIDERATIONS, IN AND UPON DRAINAGE EASEMENTS ARE A PRIVATE FUNCTION NEITHER ASSIGNED NOR ACCEPTED BY THE CITY OF PINELLAS PARK.

TRACT "A" IS DEDICATED TO THE ARTISTRY AT PARK STATION ASSOCIATION, INC FOR RECREATIONAL PURPOSES.

75TH TERRACE NORTH (20' PRIVATE RIGHT-OF-WAY TRACT) IS DEDICATED TO THE ARTISTRY AT PARK STATION ASSOCIATION, INC FOR INGRESS/EGRESS PURPOSES.

GENERAL EASEMENT STATEMENT FOR CONDOMINIUMS AND APARTMENT COMPLEXES

1. THERE IS HEREBY CREATED AN INGRESS AND EGRESS EASEMENT FOR FIRE AND EMERGENCY VEHICLES, PUBLIC OFFICIALS, UTILITY COMPANIES, AND THE CITY OF CLEARWATER, FOR SANITATION SERVICES AND UTILITY MAINTENANCE OVER AND ACROSS ALL PAVED SURFACES, LOCATED ON THE LANDS DESCRIBED HEREON.
2. NO PERMANENT PRIVATE STRUCTURES INCLUDING MASONRY OR CONCRETE BLOCK FENCES ARE TO BE LOCATED WITHIN EASEMENTS. UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION PROVIDER DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

STATE OF FLORIDA
COUNTY OF PINELLAS

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 20____.

APPROVED BY: _____
(NAME)

OWNER:

BY: _____
FREDERIC SAMSON
NAMASTÉ 76 LLC

WITNESS:

SIGNATURE

PRINTED NAME

SIGNATURE

PRINTED NAME

ACKNOWLEDGEMENT OF OWNER:
STATE OF FLORIDA
COUNTY OF PINELLAS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ BY _____, WHO HAS PRODUCED _____ AS IDENTIFICATION AND WHO DID/DID NOT TAKE AN OATH.

NOTARY SIGNATURE

PRINT NAME

COMMISSION NUMBER

(PLACE NOTARY STAMP HERE)

CONFIRMATION OF ACCEPTANCE:

ARTISTRY AT PARK STATION ASSOCIATION, INC, JOINS IN THE DEDICATION FOR THE PURPOSE OF ACCEPTING MAINTENANCE OF THE PRIVATE ROADS, AS WELL AS THE PRIVATE ACCESS, PRIVATE INGRESS/EGRESS, AND PRIVATE DRAINAGE EASEMENTS SITUATED ON THIS PLAT.

ARTISTRY AT PARK STATION ASSOCIATION, INC

BY: _____
FREDERIC SAMSON, PRESIDENT

WITNESS:

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

ACKNOWLEDGEMENT OF HOMEOWNERS ASSOCIATION:
STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 20____ BEFORE ME PERSONALLY APPEARED FREDERIC SAMSON, AS PRESIDENT OF ARTISTRY AT PARK STATION ASSOCIATION, INC., WHO IS PERSONALLY KNOWN TO ME OR PRODUCED _____ AS IDENTIFICATION, WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED FOR THE PURPOSES HEREON MENTIONED, WHO DID/DID NOT TAKE AN OATH.

NOTARY SIGNATURE

PRINT NAME

COMMISSION NUMBER

(PLACE NOTARY STAMP HERE)

PLAT NOTES:

1. BASIS OF BEARING IS THE SOUTH RIGHT OF WAY LINE OF 76TH AVENUE NORTH, BEARING S89°45'19"E, AS MEASURED.
2. PLATTED UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
3. PRINTED DIMENSIONS SHOWN ON THE PLAT SUPERSEDE SCALED DIMENSIONS. THERE MAY BE ITEMS DROWN OUT OF SCALE TO GRAPHICALLY SHOW THEIR LOCATION.
4. ALL PUBLIC UTILITY EASEMENTS MUST PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OR AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
5. NOTICE: THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY OR MAY NOT BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

STATE OF FLORIDA
COUNTY OF PINELLAS

I, KEN BURKE, CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE(S) _____, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 20____.

KEN BURKE, CLERK
PINELLAS COUNTY, FLORIDA

BY: _____
DEPUTY CLERK


PRINTED NAME

SURVEYOR'S REVIEW FOR CONFORMITY
CHAPTER 177, PART 1, FLORIDA STATUTES:

I hereby certify that pursuant to chapter 177.081(1), Florida Statutes, I have reviewed this plat and find that it conforms to Chapter 177, Part 1, of the Florida Statutes. The geometric data has not been verified for mathematical closure.

DATE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS _____ - STATE OF FLORIDA

I, THE UNDERSIGNED PROFESSIONAL SURVEY AND MAPPER, HEREBY CERTIFY THAT ON MAY 8, 2017, THIS PROPERTY WAS SURVEYED UNDER MY SUPERVISION, THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THIS PLAT IS A TRUE REPRESENTATION OF THE LANDS DESCRIBED AND SHOWN, AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS INDICATED HEREON IN ACCORDANCE WITH THE STATUTES OF THE STATE OF FLORIDA THERE-UNTO APPERTAINING, AND THAT ALL LOT CORNERS WILL BE SET IN ACCORDANCE WITH FLORIDA STATUTES SECTION 177.091(9). I ALSO HEREBY CERTIFY THAT THE MATERIALS AND COMPOSITION OF THIS PLAT CONFORMS TO THE REQUIREMENTS OF CHAPTER 177 PART 1, FLORIDA STATUTES

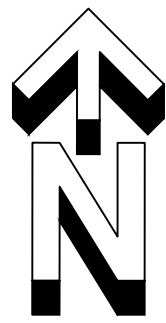

KYLE MCCLUNG, P.S.M.
STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NUMBER LS7177
SUNCOAST LAND SURVEYING, INC.
111 FOREST LAKES BOULEVARD
OLDSMAR, FL 34677
(813) 854-1342
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB4513

DATE OF FIELD SURVEY: 3/8/19
DATE OF P.R.M. INSTALLATION:

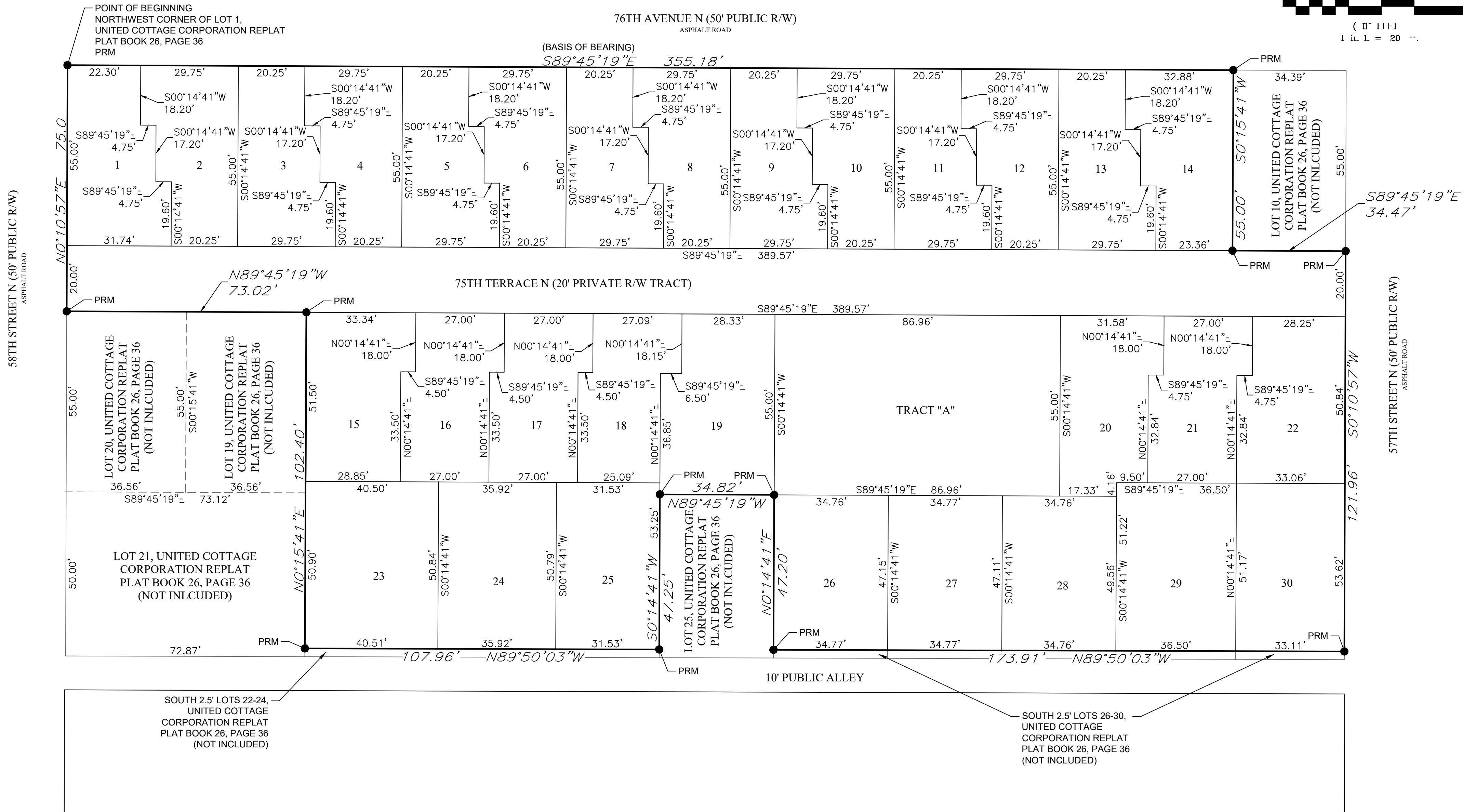
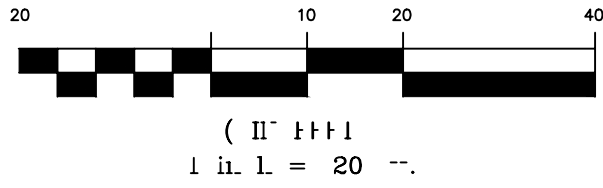
SUNCOAST LAND SURVEYING, Inc.
-OREST LAKES BOULEVARD
OLDSMAR, FLA. 34677
(813) 854-134

ARTISTRY AT PARK STATION

BEING A REPLAT OF UNITED COTTAGE CORPORATION REPLAT, RECORDED IN PLAT
BOOK 26, PAGE 36, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA,
LYING IN SECTIONS 28 & 29, TOWNSHIP 30 SOUTH, RANGE 16 EAST,
CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA



GRAPHIC SCALE



PLAT NOTES:

1. BASIS OF BEARING IS THE SOUTH RIGHT OF WAY LINE OF 76TH AVENUE NORTH, BEARING S89°45'19"E, AS MEASURED.
2. PLATTED UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
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6. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY OR MAY NOT BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LEGEND:

- R/W RIGHT OF WAY
PRM PERMANENT REFERENCE MONUMENT
(SET 4"x4" CONCRETE MONUMENT STAMPED "PRM LB4513")

SHEET 2 OF 2

W. COAST LAND SURVEYING, Inc.

1101 ST. LAKES BOULEVARD
OLD SMAR, FL 34677
(813) 854-1342

B 4513

**DEVELOPMENT AGREEMENT
AND AGREEMENT FOR
PURCHASE AND SALE OF PROPERTY**

26th **THIS DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into this day of February, 2020, 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 acting through its City Council, the governing body thereof ("City"), Namaste Homes, LLC, a Florida limited liability company, ("Namaste Homes") and Namaste 76, LLC, a Florida limited liability company ("Developer").

RECITALS:

A. The Agency is the owner of 23 parcels of land in the City of Pinellas Park located within the United Cottage Corporation Replat, Plat Book 26, Page 36, of the Public Records of Pinellas County ("UCC Replat"), generally located between 57th and 58th Street North and between the south right-of-way line of 76th Avenue North and the north right-of-way line of 75th Avenue North which is more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Agency Property").

B. Developer is the owner of Lot 3 of the UCC Replat which is more particularly described in Exhibit "B", attached hereto and incorporated herein, ("Lot 3") (Lot 3 and the Agency Property are collectively referred to herein as the "Project Site").

C. The Project Site is subject to a development agreement dated January 3, 2011 between United Cottage Corporation, the City and the Agency (the "United Cottages Development Agreement").

D. The Project Site has been identified by the Agency for redevelopment, and the Agency conducted a competitive solicitation process in 2018 through issuance of a Request for Proposals (RFP), seeking private sector developers to construct a project thereon.

E. In 2018, the RFP evaluation committee selected Namaste Homes as qualified and recommended to the Agency that the City Manager begin negotiations with Developer for redevelopment of the real property.

F. Developer is a subsidiary of Namaste Homes, LLC, and a single purpose entity established to own and develop the Project Site pursuant to the terms and conditions set forth in this Agreement for the development of 22 detached residential units and 5 live/work units, as defined herein (the "Project") in the Pinellas Park Redevelopment District ("Redevelopment District").

G. Pursuant to the Constitution of the State of Florida, Section 163.01, Florida Statutes, Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes, other applicable provisions of law, and ordinances and resolutions of the City and the Agency (collectively, the "Act"), the Agency has powers to enter into agreements and to convey real property for redevelopment purposes.

H. Under Section 163.3223 of the Florida Local Government Development Agreement Act, the City has adopted Section 18-1504.5 "Development Agreements," of the City Code of Ordinances (the "Code") establishing procedures and requirements to consider and enter

into Development Agreements.

I. Agency wishes to sell and Developer wishes to buy the Agency Property.

J. The Agency and the Developer proceeded with the preparation of a definitive Development and Purchase and Sale Agreement to set forth the respective duties and responsibilities of the parties pertaining to the conveyance of the Agency Property, and the design, development, construction and subsequent conveyance and maintenance of the Project on the Project Site.

K. The City and the Community Redevelopment Agency have determined that entering into this Development Agreement is in the best interest of the City and its Community Redevelopment District, by enhancing the objectives of development and redevelopment in the Redevelopment District area.

L. The Agency and the City have found that the terms of this Agreement are consistent with the Pinellas Park Comprehensive Plan, the Code, and the Pinellas Park Community Redevelopment Plan ("Plan").

M. At a duly called public meeting on December 10, 2019, the Agency approved this Agreement and authorized its execution by the appropriate officials of the Agency.

N. At a duly called public meeting on February 13, 2020, the City Council approved this Agreement and authorized its execution by the appropriate officials of the City.

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. EFFECTIVE DATE AND DURATION OF THIS AGREEMENT.

2.1 "Effective Date" shall mean the date set forth in the first paragraph of this Agreement.

2.2 Unless otherwise terminated early or extended pursuant to this Agreement, the Term of this Agreement shall be the period commencing as of the Effective Date and end on the date which is thirty (30) years following the Effective Date (the "Expiration Date"). However, the obligations of the Developer pursuant to this Agreement will be completed much sooner.

SECTION 3. AUTHORIZED REPRESENTATIVE.

3.1 Each party has designated an Authorized Representative below to act on its behalf to the

extent of the grant of any authority to such representative. Written notice of the designation of any subsequent change in the Authorized Representative shall be given by the designating party to the other party in writing in accordance with the procedure set forth in Section 17 hereof.

3.2 The Developer does hereby provide notice that its initial Authorized Representative for the Project is Frederick Samson ("Developer's Authorized Representative").

3.3 The Agency does hereby provide notice that its initial Authorized Representative is the City Manager. The Agency's Authorized Representative, or his or her designee, shall be referred to herein as "Agency's Authorized Representative".

3.3 The City does hereby provide notice that its initial Authorized Representative is the City Manager. The City's Authorized Representative, or his or her designee, shall be referred to herein as "City's Authorized Representative".

SECTION 4. DESIGN, DEVELOPMENT AND USE OF PROJECT SITE.

4.1 Site Plan and Rendering. The Developer has prepared a site plan, a copy of which is attached hereto as Exhibit "C", that contemplates development of the Project consistent with this Agreement (the "Conceptual Site Plan"). The Developer has also prepared an architectural rendering of the Project design, which is attached hereto as Exhibit "D" (the "Rendering").

4.2 Zoning and Land Use.

- a. On the Effective Date, the zoning classification for the Project Site is Mixed Use Development District (MXD) and the Comprehensive Plan Future Land Use Designation is Community Redevelopment District (CRD). The Agency and the City recognize and acknowledge that the Project, as contemplated by this Agreement and the Conceptual Site Plan, is generally consistent with the United Cottages Development Agreement. However, the Project as contemplated in the Conceptual Site Plan requires certain changes to City development standards and requirements of the United Cottages Development Agreement that must be approved by the City.
- b. Setbacks shall be as approved by the Planned Unit Development.
- c. The Developer agrees to apply for a Planned Unit Development ("PUD") approval to resolve any discrepancies between the Proposed Project as contemplated by this Agreement and the Conceptual Site Plan and what is required by the City Code so as to ensure that the Proposed Project is deemed conforming upon expiration of all applicable development agreements.
- d. Consistent with the requirements of law and in order to facilitate development consistent with the schedule contemplated herein, the Agency agrees to work with the City to expedite review of the PUD application submitted by Developer, and as much as possible to run the review concurrent with the replat application.
- e. The failure of the replat or the PUD to be approved by the City shall constitute grounds for termination of this Agreement as provided in Section 12, and upon termination, the Agency shall refund the Deposit to Developer within thirty (30) days.

4.3 Community Redevelopment Plan. The Agency represents to the Developer and the Developer

acknowledges that as of the Effective Date of this Agreement, the provisions of the Community Redevelopment Plan ("Plan") pertaining to the Project Site are consistent with the Project as contemplated by this Agreement and the Conceptual Site Plan.

4.4 Modification of Conceptual Site Plan. The Parties recognize and agree that during the process of review and approval provided for in this Agreement, the design of the Project may be subject to change and modification as may be either agreed to by the Parties or required as provided herein or by the appropriate regulatory authority, and should any changes be necessary or desirable the Parties agree that they will act expeditiously and reasonably in reviewing and approving or disapproving any changes or modifications to the Project. The Developer and the City agree that during the term of this Agreement, any Material Change to the Conceptual Site Plan will be submitted to the Agency for approval. A Material Change is defined as any change where its scale and/or nature results in a development which is substantially different from the one which has been approved. The determination of whether a change, including a change to an architectural or design element shown in the Rendering, constitutes a Material Change shall be at the sole discretion of the Agency's Authorized Representative. The Agency agrees that during the term of this Agreement, any changes which are not Material Changes may be approved by the Agency's Authorized Representative. Changes to the interior design of the Units may be made by Developer.

4.5 Units.

- a. Developer agrees to construct on the Project Site twenty-two (22) detached residential dwellings ("Residential Units") and five (5) live/work units as defined below ("Live/Work Units") (collectively, the "Units"), consistent with the Conceptual Site Plan and Rendering, and in accordance with the Project Schedule below.
- b. A Live/Work Unit shall be designed to allow both a commercial/office component, which may be used for retail/showroom/gallery or any of the Allowed Uses, as defined below, and a residential component, which shall be used as a residential dwelling.
- c. Allowed Uses include business establishments that sell or lease goods and/or services directly to the consumer, including Personal Services, Repair Services, and Retail Services, all as defined in the Code. Allowed Uses also shall include Child Care Center, Type I, and Office, all as defined in the Code. The following uses are prohibited: All uses prohibited by the Plan or the Code; alcoholic beverage sales; medical or veterinary office; restaurant; nightclub; pharmacy; marijuana dispensary; telemarketing or call center.

4.6 Replat of Project Site. Developer shall apply to replat the Project Site in conformance with the lot plan described in the Conceptual Site Plan, and shall make all reasonable efforts to receive approval within 180 days of the Closing Date. Consistent with the requirements of law, the Agency agrees to work with the City to expedite review of the replat applications submitted by Developer to facilitate development consistent with the schedule contemplated herein.

4.7 Deed Restrictions.

- a. The Project contemplates that the Project Site will be replatted to provide for lots that will allow for minimum four (4) foot side yard setbacks. The remaining property within the Project Site will be deeded to a homeowners association, created to maintain the common open space, the open space owned by the individual homeowner outside the boundaries of the

Unit, and the exteriors of the Units.

- b. Covenants, conditions, and restrictions shall be imposed on the Project Site to facilitate the creation and powers of a homeowners association.
- c. Covenants, conditions, and restrictions of the homeowners association shall be imposed as a deed restriction on each Developed Lot and at time of sale to all third-party purchasers of such Developed Lot(s).
- d. The homeowners association will be responsible for maintenance and repair of the common property (including, but not limited to, lawns, landscaping, driveways, and any recreational areas), any open space owned by the individual homeowner outside the boundaries of the actual Unit, and maintenance and repair of the exteriors of the Units (including, but not limited to, painting, wall and window repairs, porch maintenance).
- e. The homeowners association will ensure that the common property will be retained as a recreational area for the benefit of the homeowners.
- f. The homeowners association will be authorized in its governing documents, pursuant to Florida Statutes, to assess homeowners annually, and if the homeowner fails to pay its assessment, to place a lien on the property and to bring an action either to foreclose on the lien or to recover a money judgment for the unpaid assessments.
- g. The homeowners association will remain active for a minimum of thirty (30) years and may be dissolved during the initial 30-year term only with the consent of the City.
- h. Upon recording of this fully executed Agreement, the City and Agency, to the extent of their authority, hereby release and discharge any and all restrictions and obligations imposed by the By-Laws of United Cottage Corporation ("By-Laws") as set forth in the United Cottages Development Agreement and its exhibits. Notwithstanding the foregoing release, in the event the restrictions set forth in the By-Laws are deemed valid and binding on the Project Site, such restrictions shall be subordinate to the terms of this Agreement, the PUD approval, the governing documents required by this Section 4.7, and any and all other restrictive covenants recorded in the Public Records of Pinellas County subsequent to the recording of the United Cottages Development Agreement.

4.8 Permits.

- a. Prior to construction, Developer must obtain, through the City's permitting process, site specific plan approval and building permits. The Conceptual Site Plan, Rendering and PUD Master Plan shall be the basis for and incorporated into the building permit applications and construction plans for each Unit (the "Project Plans"). The Agency's Authorized Representative is hereby delegated by the Agency to review the Project Plans for substantial compliance with the Conceptual Site Plan. The Agency's Authorized Representative shall have ten (10) business days to review the Project Plans. If the Agency's Authorized Representative finds the Project Plans submitted to the Agency by the Developer substantially comply with this Agreement, the Agency shall immediately notify the City of same and shall recommend the City proceed to process and review such Permits and Building Permits or licenses as are necessary for development of the Project. If the Agency's Authorized Representative determines that the

Project Plans do not substantially comply with this Agreement, the Agency's Authorized Representative shall immediately provide Developer with written notice of any objections or deficiencies, and Developer and Agency shall expeditiously, diligently and reasonably negotiate to resolve such objections.

- b. Consistent with the requirements of law, the Agency agrees to work with the City to expedite the review of all applications for approvals and permits submitted by Developer to the City in order to facilitate development consistent with the schedule contemplated herein. The Agency will further work with the City to ensure that all application and permitting fees which would normally be collected are waived and excused.
- c. Payment of the Pinellas County Transportation Impact fee, which is administered through the City, will be considered vested for the Project to the extent approved pursuant to the United Cottages Development Agreement.
- d. Any additions or changes made to the structures on Lots 26 and 28 (the "Cottage Parcels"), will be made consistent with the original design of the structures, and will meet local Code and building Code requirements for a live/work use.

4.9 Project Schedule.

- a. Developer shall commence vertical construction of the Project, defined as submitting applications for building permits for the first seven (7) Units, within twelve (12) months after the Closing Date.
- b. Developer shall have obtained a Certificate of Occupancy on the initial seven (7) units within 18 months of the Closing Date.
- c. Developer shall have Substantially Completed construction of all Units in accordance with the Conceptual Site Plan within five (5) years from the Closing Date. "Substantial Completion" shall mean that the external shell structure, including roof, windows and doors, of the unit has been constructed and approved by the City. Upon good cause, including, but not limited to, a substantial downturn in the market, and if the Developer has made reasonable development progression over the five (5) years, the Agency's Designated Representative may extend the period to complete development pursuant to Section 13.
- d. In the event that Developer has not Substantially Completed a Unit on a replatted lot within such time frame provided in Subsection c, above, such replatted lot shall be considered an "Undeveloped Lot". Such Undeveloped Lots shall be reconveyed by Developer back to the Agency pursuant to Section 9.
- e. The Developer, the Agency and the City acknowledge that the most efficient and economic development of the Project Site depends upon numerous factors, including market orientation and demand, and that generally it may be most economically beneficial to phase the project. Therefore, Developer shall develop the Project within four (4) phases, in accordance with Exhibit J in order to avoid a sporadic construction of the Project.
- f. Developer agrees to make all reasonable efforts to continue permitting and constructing Units consistently so as to avoid substantial gaps in construction between phases and to ensure

construction of the Project is completed as quickly as possible.

SECTION 5. BINDING OBLIGATIONS OF DEVELOPER.

5.1 The obligations under this Agreement shall be binding upon Developer, its successors or assigns. However, such Developer obligations shall not be binding on third party purchasers, or their successors or assigns, of one or more Developed Lots, as such term is defined below. Notwithstanding the foregoing, third party purchasers of one or more Developed Lots shall be obligated to comply with all recorded deed restrictions and governmental regulations governing such purchased Developed Lots.

5.2 Developer agrees to timely commence and pursue its evaluation of the Sale Parcel hereunder in good faith.

5.3 Developer agrees to apply and be permitted by the City to construct the Project in accordance with the Conceptual Site Plan, Rendering, PUD Master Plan and this Agreement.

5.4 At the time of development of the Project, 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 development review, except for those items described herein and in the Conceptual Site Plan.

SECTION 6. BINDING OBLIGATIONS OF THE AGENCY.

6.1 The Agency shall deed to Developer, by Warranty Deed, all of its right, title and interest in the Agency Property pursuant to Section 8.

6.2 The Agency shall work with the City to promptly review site plans, construction plans and license applications for the Project Site, as the case may be, that are consistent with the Comprehensive Plan, the Code of Ordinances, Land Development Code, Florida Building Code, National Fire Protection Association (NFPA) and all other applicable codes, the Conceptual Site Plan, and this Agreement.

6.3 The Agency shall cooperate in good faith with Developer in Developer's evaluation of the Project Site and shall execute all documents or perform such other acts reasonably necessary to enable Developer to satisfactorily complete its evaluation of the Project Site within the Evaluation Period, as defined herein. Agency shall provide to Developer and its consultants any information or documents reasonably required by Developer and in Agency's or its consultant's possession which would assist Developer in such evaluation and preparation.

6.4 The Agency shall reaffirm in writing to Developer that the covenants, warranties and representations set forth herein are true and correct as of the Closing Date.

SECTION 7. PUBLIC FACILITIES TO SERVE DEVELOPMENT.

7.1 Agency and City, through the PUD Approval Process, will affirm that the available capacity of necessary public services, including but not limited to water, wastewater, solid waste, electric, and stormwater facilities, is sufficient to meet the level of service necessary to serve the Project. If capacity is not adequate, it shall constitute grounds for termination of this Agreement as provided in

Section 12, and upon termination, the Agency shall refund the Deposit to Developer within thirty (30) days.

SECTION 8. PROPERTY CONVEYANCE.

8.1 Agreement to Sell and Purchase. The Agency hereby agrees to sell and convey the Agency Property to Developer, and Developer hereby agrees to purchase the Agency Property from Agency, upon the terms and conditions set forth in this Section 8.

8.2 Purchase Price/Mortgage.

- a. Purchase Price. The Developer shall pay to the Agency as the purchase price for the Agency Property the sum of Six Hundred Ninety Eight Thousand and 00/100 Dollars (\$698,000.00), which amount reflects Four Hundred Four Thousand and 00/100 Dollars (\$404,000.00) for the existing vacant platted lots within the Agency Property and One Hundred Forty Seven Thousand and 00/100 Dollars \$147,000 for each of the Cottage Parcels.
- b. Deposit. At closing on the Agency Property, Developer shall pay Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "Deposit") as a deposit towards the purchase price. The Deposit shall be non-refundable, except as provided in Sections 8.3.b. and 8.4.c.
- c. Mortgage. Contemporaneous with the closing, Developer shall grant to Agency a non-recourse mortgage on the Agency Property (the "Mortgage"), securing the payment and performance by Developer of its obligations to pay the Purchase Price in accordance with this Agreement, said mortgage being substantially in form and substance similar to that shown in Exhibit "E", attached hereto and incorporated herein. Developer shall bear all costs associated with preparation and recording of the Mortgage.
- d. Mortgage Payment and Partial Release. Upon completion of a Unit and sale of the underlying re-platted lot (the "Developed Lot") to a third party, Developer shall be entitled to a partial release of the subject Developed Lot from the Mortgage subject to the following terms and conditions:
 - i. No default shall exist in the performance of the obligations under this Agreement that remains uncured at the time of the closing; and
 - ii. At the closing of each of the subject Developed Lots, Developer shall cause the escrow agent overseeing the closing to pay to Agency an amount in cash equal to Thirteen Thousand One Hundred Eleven and 00/100 Dollars (\$13,111.00) (the "Release Price"); and
 - iii. Not less than one (1) day prior to the closing of the Developed Lot, Agency shall provide to the escrow agent overseeing such closing an original, executed partial release of the Mortgage as to the Developed Lot in form and substance similar to that shown in Exhibit "G", attached hereto and incorporated herein. Such partial release shall be held in escrow by the escrow agent and released upon payment of the Release Price to the Agency. The escrow agent for the closings of the Developed Lots shall be Fletcher Fischer Pollack P.L., or another escrow agent at the Developer's choosing.

- e. Payment for Cottage Parcels. At a date which is two years from the Closing Date, Developer shall make a payment to Agency in an amount equal Two Hundred Ninety-Four Thousand and 00/100 Dollars (\$294,000.00), which represents the price for the Cottage Parcels.
- f. Payment In Full. At a date which is three years from the Closing Date, Developer shall make a final balloon payment to Agency, in an amount which is equal to the remaining amount due under the Mortgage.

8.3 Site Evaluation.

- a. From and after the Effective Date hereof, Developer and its agents and representatives shall have a period of 30 days (the "Evaluation Period") in which to review any items provided by the Agency, and to review and examine the Agency Property, including entering upon the Agency Property for inspection, soil tests, examination, and such other matters and investigations as Developer deems necessary and appropriate. In this regard, no such examination will be deemed to constitute a waiver or a relinquishment on the part of Developer of its right to rely on the covenants, representations, warranties and agreements made by Agency or upon the agreements provided to Developer by Agency. Developer will restore any disturbance to the Agency Property caused by its acts and will hold Agency harmless and indemnify Agency from and against any and all damages and liability occasioned by any claim asserted against Agency caused by such examination, excluding all damages and liability as a result of (i) a pre-existing condition on the Agency Property, or (ii) the negligence and willful misconduct of the Agency.
- b. At any time prior to the expiration of the Evaluation Period, Developer may terminate this Agreement as provided in Section 12, if, in its sole discretion, Developer determines that the Agency Property or the contemplated development or construction thereon is not economically or otherwise acceptable to Developer. If the Developer terminates this Agreement prior to the end of the Evaluation Period, Agency shall refund the Deposit to Developer within thirty (30) days.

8.4 Title and Survey.

- a. Within ten (10) days after the Effective Date of this Agreement, the Agency shall furnish to Developer, at Agency's expense, a commitment for the issuance of an owner's policy of title insurance for the Agency Property, by Old Republic National Title Insurance Company, by its agent Fletcher Fischer Pollack, P.L. (collectively, "Title Company"), in the standard form adopted by the American Land Title Association, at no more than the promulgated rate, accompanied by one copy of all documents affecting the Agency Property which constitute exceptions to the commitment. This commitment shall be in the amount of the total Purchase Price of the Agency Property, shall show in Agency, a good and marketable title in fee simple, free and clear of all liens and encumbrances, in a form reasonably acceptable to Developer and shall be referred to hereinafter as the "Title Commitment".
- b. If the Title Commitment, any update thereof or subsequent title commitment or the survey delivered to Developer in connection with the Agency Property shows that the title is defective or unmarketable or that any part of the Agency Property is subject to liens, restrictions, easements, encroachments or encumbrances of any nature whatsoever,

Developer shall give written notice to the Agency within ten (10) business days of receipt of the title commitment of its objection to any unacceptable conditions of title. Developer shall give a reasonable time (not to exceed ten (10) business days from Agency's receipt of Developer's objections to title) within which to remedy or remove any such unacceptable conditions of title or to notify Developer of Agency's refusal to do so. Unless Developer gives Agency its written waiver of any such unacceptable condition of title, the failure of Agency to remedy or remove any such unacceptable condition of title shall constitute grounds for termination as provided in Section 12, and upon termination, the Agency shall refund the Deposit to Developer within thirty (30) days.

- c. Within thirty (30) days after closing, Agency shall furnish to Developer, at Agency's expense, a standard ALTA Marketability Form B-1970 (Rev. 10/17/70 and Rev. 10/17/84) owner's policy of title insurance based on the Title Commitment. Such policy will be issued by the title company that issued the Title Commitment, will be in the amount of the Purchase Price and will insure Developer's fee simple title, as the case may be, to the Agency Property. Agency shall pay the premium charged for the issuance of any owner's policy of title insurance to the extent of the Purchase Price showing Developer as the fee simple owner of the Agency Property.
- d. The Developer shall employ a surveyor licensed by the State of Florida to prepare a current survey of the Agency Property. In the event the survey shows any encroachments of any improvement upon, from or onto the Agency Property or shows any other matter of survey which is objectionable to Developer, in Developer's sole discretion, then Developer shall provide Agency with written notice, within twenty (20) days of receipt of the survey, of such defect and the same shall be deemed a title defect and shall be treated as an objection to title by Developer as provided under Section 8.4 unless Developer gives Agency its written waiver of such unacceptable condition of title.

8.5 Closing.

- a. Provided all conditions to conveyance of the Agency Property to the Developer have been satisfied, Developer shall purchase the Agency Property on or before ninety (90) days from the Effective Date (the "Closing Date"). The Parties may mutually agree to change the Closing Date, provided however that in no instance shall the Closing Date occur later than 150 days after the Effective Date.
- b. At closing, the Agency shall convey to Developer by special warranty deed, in the form attached hereto as Exhibit "H", title in fee simple to the Agency Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions except those permitted in this Agreement and the following Permitted Exceptions:
 - i. Real estate taxes for the year of closing and subsequent years that are a lien but not yet due and payable.
 - ii. Comprehensive land use planning, zoning and building ordinances, regulations and requirements adopted by governmental or municipal authority having jurisdiction.
 - iii. Those additional exceptions as contained in the Title Commitment which Developer, in its sole and absolute discretion, has elected to accept.

- c. At closing, the Agency shall execute and deliver to Developer and Title Company an Affidavit of No Liens in a form satisfactory to Title Company and Developer, so as to cause Title Company to remove the "gap," unrecorded easements and other standard exceptions from the Title Commitment including the construction liens and parties in possession.
- d. At closing, the Agency shall deliver to Title Company and Developer a certified copy of the organic document (e.g., the ordinances and resolutions) and all amendments thereto, that legally formed Agency and/or pursuant to which Agency holds title to the Agency Property, along with evidence satisfactory to Title Company of Agency's authority to execute and deliver the documents necessary or advisable to consummate the transaction contemplated hereby.
- e. At closing, the Agency shall deliver an endorsement to the Title Commitment required herein and such further instruments as may be required by Developer, Developer's counsel or the Title Company to vest in Developer title of the Agency Property as provided herein, all at Agency's expense.
- f. At closing, Developer shall deposit into escrow a fully completed, executed Reconveyance Deed, as provided in Section 9 herein.
- g. At closing, Developer shall execute and deliver to Agency a non-recourse mortgage for the Purchase Price.
- h. Agency shall pay all special assessments and taxes, interest and penalties levied against the Agency Property prior to the Closing Date.
- i. Agency shall pay for all recording fees, documentary stamps and transfer taxes, if any, for the deed, and for the preparation of all Agency closing documents, lien releases and title curative instruments, its own attorney's fees, the premiums for the owner's title insurance policy, and all other Agency closing costs and expenses.
- j. Closing shall be conducted at the law offices of Fletcher Fischer Pollack, P.L., St Petersburg, Florida, or elsewhere by mutual agreement.

8.6 Possession. Possession of the Agency Property shall pass to Developer upon completion of the closing.

8.7 Covenants, Warranties and Representations. Agency hereby covenants, warrants and represents to Developer that:

- a. The title of Agency to the Agency Property hereby sold is absolute, good and marketable and free and clear of all liens and encumbrances except for the Permitted Exceptions.
- b. There are no legal proceedings pending, threatened or contemplated against Agency or the City in any court, tribunal or administrative agency which affect the Agency Property or which give or will give rise to any claims or liens against the Agency Property or affect Agency's right to transfer the Agency Property.

- c. There are no rights of possession, use, rights of first refusal or otherwise to the Agency Property outstanding in third persons by reason of unrecorded leases, land contracts, sale contracts, options or other documents.
- d. No work has been performed or is in progress on or at the Agency Property and no materials have been furnished to Agency or the Agency Property or any portion thereof which after closing could give rise to any mechanics', materialmen, or other liens, and at the closing, Agency shall furnish to Developer an affidavit attesting to the absence of any such liens or rights to liens.
- e. No assessment for public improvements or otherwise has been made against the Agency Property which remain unpaid, including without limitation, any special assessments or those for construction of water, sewer, gas and electric lines, nor have any been proposed.
- f. Agency has no information or knowledge of any change contemplated in the applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent land owners or natural or artificial conditions upon the Agency Property which would prevent, limit, impede or make more costly the present or proposed use of the Agency Property.
- g. From and after the date hereof, Agency shall refrain from (1) making any material changes on or about the Agency Property; (2) creating and incurring or permitting to exist any mortgage, lien, pledge or other encumbrance in any way affecting the Agency Property; or (3) committing any waste or nuisance on the Agency Property.
- h. From and after the date hereof, and at any time prior to transfer of title to Developer, Agency shall not grant, sell or convey any interest in the Agency Property, including easements or rights of way, to any person, corporation (public or private), governmental body or political subdivision without the written permission of Developer.
- i. Compliance with Environmental Law. Agency has: (i) materially complied with all applicable Environmental Law; and (ii) not received any notice of alleged outstanding violation of Environmental Law, nor does Agency have knowledge of any facts or circumstances that could constitute such a violation. To the best of Agency's knowledge, there are no Hazardous Substances on, above, within, underneath or in groundwater underlying the Agency Property which exceed applicable standards under any Environmental Law.
- j. For purposes of this Agreement, "Hazardous Substances" means any substance or material: (a) identified in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601, as the same may be amended from time to time; or (b) determined to be toxic, a pollutant or contaminant, under Federal, state or local statute, law, ordinance, rule or regulation or judicial or administrative order or decision, as same may be amended from time to time, including but not limited to (i) hazardous wastes as identified pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., as the same may be amended from time to time, or (ii) pollutants, petroleum and petroleum products as defined in either Chapter 403 or Chapter 376, Florida Statutes, as the same may be amended from time to time.

- k. For purposes of this Agreement, "Environmental Law" means any Federal, state or local statutory or common law relating to pollution or protection of the environment, including without limitation, any common law of nuisance or trespass, and any law or regulation relating to emissions, discharges, releases or threatened releases of Hazardous Substances into the environment (including without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances.
- l. Agency has no knowledge of any adverse fact relating to the physical condition of the Agency Property or any portion thereof which has not been specifically disclosed in writing to Developer, including without limitation landfills, hazardous wastes, fault lines, sinkholes or other geological conditions or adverse soil conditions.
- m. Agency has no knowledge that any commitments have been made to any governmental authority, utility company, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Agency Property which would impose an obligation upon Developer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Agency Property, other than as provided in this Agreement.
- n. There are no facts known to Agency materially affecting the value of the Agency Property which are not readily observable by Developer or which have not been disclosed to Developer or identified by Developer in its site investigation.
- o. There exists no known violation of any requirement or condition to current zoning or land use classifications applicable to the Agency Property.
- p. The Agency Property is not included in any national, state, county or municipal historic registry or similar classification, nor does the Agency Property include any historical or archeological artifacts.
- q. The Agency has full power and authority to enter into this Agreement and consummate the transactions contemplated hereby and neither this Agreement nor the consummation of the transactions contemplated hereby will constitute a violation of any order, rule, regulation, agreement or instrument or any charter or organizational documents to which the Agency is subject. No further approvals or consents by third parties or governmental bodies are required in order for the Agency to enter into this Agreement and consummate the transactions contemplated hereby.
- r. The covenants, representations and warranties of the Agency as contained herein shall be true and correct as of the Closing Date and shall survive the closing of this transaction.

SECTION 9. RECONVEYANCE.

9.1 Pursuant to Section 4.9.c herein, Developer shall have Substantially Completed construction of the Project within the timeframe provided herein. At Closing, a deed of reconveyance from Developer to the Agency, being substantially in form and substance similar to that shown in Exhibit "I", shall be

executed and delivered to the Escrow Agent to hold in accordance with the terms of an Escrow Agreement, in the form attached hereto and incorporated herein as Exhibit "F" until Developer provides evidence to the Agency of satisfaction of the construction requirement. The Agency shall then notify the Escrow Agent in writing that the substantial completion requirement has been satisfied and the Escrow Agent shall thereafter mark the deed as cancelled and return the escrowed deed to the Developer.

9.2 If the Agency has determined that the Project has not been substantially completed, and after the Developer is provided ninety (90) days' notice and an opportunity to provide evidence that the Project has been substantially completed and has failed to do so to the satisfaction of the Agency, then the Agency may at its discretion advise the Escrow Agent in writing that the substantial completion requirement has not been satisfied. The written instructions shall include the correct legal descriptions for any Undeveloped Lots subject to reconveyance. Upon receipt of the written instructions, the Escrow Agent shall, at the direction of the Agency, proceed to record the Reconveyance Deed with the correct legal descriptions in the Public Records of Pinellas County, Florida. Developer hereby consents to such recording by Escrow Agent. The Agency acknowledges that the Undeveloped Lot(s) being reconveyed to the Agency may be subject to outstanding liens of record. The Agency further acknowledges that the Agency shall be responsible for Escrow Agent fees and recording costs associated with effectuation of this Section 9. This section shall survive closing and termination of this Agreement.

9.3 Upon reconveyance of Undeveloped Lot(s) to the Agency pursuant to this Section 9, this Agreement shall terminate as provided in Section 12.

SECTION 10. ASSIGNMENT

10.1 Assignment of all or any of Developer's rights under this Agreement, or the transfer of any ownership in the Developer's legal entity, 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.

SECTION 11. INDEMNIFICATION.

11.1. Indemnification by the Developer. The Developer agrees to indemnify, defend and hold harmless, the Agency, its respective agents, officers, or employees from any and all liabilities, damages, penalties, judgments, claims, demands, costs, losses, expenses or attorneys' fees through appellate proceedings, for personal injury, bodily injury, death or property damage arising out of, or by reason of any act or omission of the Developer, its agents, employees or contractors arising out of, in connection with or by reason of, the performance of any and all services contemplated by this Agreement, or which are alleged to have arisen out of, in connection with or by reason of, the performance of any and all services contemplated by this Agreement, or which are alleged to have arisen out of, in connection with, or by reason of, the performance of such services, provided however that Developer's indemnity obligations herein shall not apply to occurrences, acts or omissions arising from the sole negligence or intentional misconduct of Agency's officers, agents and employees. The Developer's indemnity

obligations herein shall survive the Termination Date, but shall apply only to occurrences, acts, or omissions that arise on or before the Termination Date.

11.2 Indemnification by the Agency.

- a. To the extent permitted by law, specifically including Section 768.28, Florida Statutes, and any insurance coverage available to the Agency, the Agency agrees to indemnify, defend and hold harmless, the Developer, its respective, officers, and employees from any and all liabilities, damages, penalties, judgments, claims, demands, costs, losses, expenses or attorneys' fees through appellate proceedings, for personal injury, bodily injury, death or property damage arising out of, or by reason of, any act or omission of the Agency, its respective agents or employees arising out of, in connection with or by reason of, the performance of any and all obligations of the Agency contemplated by this Agreement, or which are alleged to have arisen out of, in connection with or by reason of, the performance of any and all obligations of the Agency contemplated by this Agreement, or which are alleged to have arisen out of, in connection with, or by reason of, the performance of such obligations.
- b. To the extent permitted by law, specifically including Section 768.28, Florida Statutes, and any insurance coverage available to the Agency, the Agency shall indemnify, defend and hold harmless the Developer, its officers and employees from any and all liabilities, damages, costs, penalties, judgments, claims, demands, losses, or expenses (including, but not limited to, actual attorneys' fees and engineering fees) arising from or attributable to any breach by the Agency, as the case may be, of any covenants, representations or warranties contained herein.
- c. The Agency's indemnity obligations under this Section 11 shall survive the Termination Date, but shall only apply to occurrences, acts or omissions that arise on or before the Termination Date. The Agency's indemnity hereunder is not and shall not be interpreted as an insuring agreement between or among the parties to this Agreement, but is in addition to and not limited by any insurance policy provided that said obligation shall not be greater than that permitted and shall be limited by the provisions of Section 768.28, Florida Statutes, or any successor statute thereto.
- d. Nothing contained herein shall be deemed to be any waiver or extension of the Agency's sovereign immunity liability limits pursuant to Florida Statutes Section 768.28.

11.3 Indemnification by the City.

- a. To the extent permitted by law, specifically including Section 768.28, Florida Statutes, and any insurance coverage available to the City, the City agrees to indemnify, defend and hold harmless, the Developer, its respective, officers, and employees from any and all liabilities, damages, penalties, judgments, claims, demands, costs, losses, expenses or attorneys' fees through appellate proceedings, for personal injury, bodily injury, death or property damage arising out of, or by reason of, any act or omission of the City, its respective agents or employees arising out of, in connection with or by reason of, the performance of any and all obligations of the City contemplated by this Agreement, or which are alleged to have arisen out of, in connection with or by reason of, the performance of any and all obligations of the City contemplated by this Agreement, or which are alleged to have arisen out of, in connection with, or by reason of, the performance of such obligations.

- b. To the extent permitted by law, specifically including Section 768.28, Florida Statutes, and any insurance coverage available to the City, the City shall indemnify, defend and hold harmless the Developer, its officers and employees from any and all liabilities, damages, costs, penalties, judgments, claims, demands, losses, or expenses (including, but not limited to, actual attorneys' fees and engineering fees) arising from or attributable to any breach by the City, as the case may be, of any covenants, representations or warranties contained herein.
- c. The City's indemnity obligations under this Section 11 shall survive the Termination Date, but shall only apply to occurrences, acts or omissions that arise on or before the Termination Date. The City's indemnity hereunder is not and shall not be interpreted as an insuring agreement between or among the parties to this Agreement, but is in addition to and not limited by any insurance policy provided that said obligation shall not be greater than that permitted and shall be limited by the provisions of Section 768.28, Florida Statutes, or any successor statute thereto.
- d. Nothing contained herein shall be deemed to be any waiver or extension of the City's sovereign immunity liability limits pursuant to Florida Statutes Section 768.28.

11.4. Limitation of Indemnification.

Notwithstanding anything to the contrary contained herein, with respect to the indemnification obligations of the parties as set forth in Sections 12.1, 12.2 and 12.3, the following shall apply:

- a. The indemnifying party shall not be responsible for damages that could have been, but were not, mitigated by the indemnified party;
- b. The indemnifying party shall not be responsible for that portion of any damages caused by the negligent or willful acts or omissions of, or the breach of any representations or warranties contained herein by, the indemnified party; and
- c. There shall be no obligation to indemnify hereunder in the event that the indemnified party (1) shall have effected a settlement of any claim without the prior written consent of the indemnifying party, or (2) shall not have subrogated the indemnifying party to the indemnified party's rights against any third party by an assignment to the indemnifying party of any cause or action against such third party.

11.5 Termination of Agency's or City's Liability

Any liability of the Agency or the City, including any obligation for indemnification, shall terminate as to any Developed Lot that is assigned or sold to a third party at the time of such sale, and shall terminate as to any other parcels that may still be owned by the Developer but not sold, at the time a Certificate of Occupancy is granted for such other parcels. Such terminations shall only apply to occurrences, acts or omissions that arise after the sale of such parcel to a third party or after the issuance of the Certificate of Occupancy. Neither the City nor the Agency shall have any liability to any third party purchaser pursuant to any terms of this Agreement, or to the Developer as to any units or lots once such units have been granted a Certificate of Occupancy. Such termination of liability to the third party purchaser or the Developer shall only apply to occurrences, acts or omissions that arise after the sale of such parcel to a third party or after the issuance of the Certificate of Occupancy.

SECTION 12. TERMINATION.

Failure of a party to this Agreement to timely fulfill its obligations set forth in this Agreement may serve as a basis for termination of this Agreement by the other party. Prior to termination, the terminating party shall provide not less than 90 days written notice to the other party and an opportunity for the other party to cure such failure to fulfill its obligation(s) hereunder.

SECTION 13. EXTENSION.

13.1 If Developer is unable to complete construction of the Units within the time set forth in the Project Schedule herein, Developer may receive an extension of up to two (2) years to complete construction of the Units. Developer shall notify Agency and City of such request for extension in writing. Such notice must set forth in detail the reasons and causes of delay and must be filed with the Agency and City no less than sixty (60) days prior to the Expiration Date. The Agency, in its sole discretion, may decide whether or not to grant such extension request.

13.2 If the delay is due to an Force Majeure event or condition, Developer shall be entitled to an extension of time only for the number of days of delay due solely to the occurrence of the event or condition causing such delay and only to the extent that any such occurrence actually delays that party from proceeding with its rights, duties and obligations under this Agreement affected by such occurrence.

SECTION 14. ADDITIONAL TERMS AND CONDITIONS

14.1 During the term of this Agreement, for any Developed Lots that have been sold to third party purchasers or which are still owned by the Developer but have been granted Certificates of Occupancy, the Project Site shall be not be subject to subsequently adopted Land Development Regulations of the City that would restrict the development of the parcel as contemplated herein, unless:

- a. They are not in conflict with the laws and policies governing this Agreement and do not prevent development of the land uses, intensities, or densities in the Agreement;
- b. They are essential to the public health, safety, or welfare, and expressly state that they shall apply to the development that is subject to this Agreement;
- c. They are specifically anticipated and provided for in this Agreement;
- d. The Agency demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement.
- e. The Agreement is based on substantially inaccurate information provided by the Developer.

SECTION 15. 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 16. 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 17. 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 Agency: Pinellas Park Community Redevelopment Agency
5141 78th Avenue North
Pinellas Park, Florida 33781
Attn: Doug Lewis, City Manager
dlewis@pinellas-park.com

With copy to: James W. Denhardt, City Attorney
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
denhardtlaw@aol.com

If to City: City of Pinellas Park
5141 78th Avenue North
Pinellas Park, Florida 33781
Attn: Doug Lewis, City Manager
dlewis@pinellas-park.com

With copy to: James W. Denhardt, City Attorney
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
denhardtlaw@aol.com

If to Developer: Namaste 76, LLC
3020 49th Street North
St. Petersburg, FL 33710
Attn: Frederic Samson
fsamson@mynnw.net

With copy to: Fletcher Fischer Pollack P.L.
433 Central Ave., Suite 401
St. Petersburg, FL 33701
Attn: Anne Pollack, Esq.
apollack@ffplegal.com

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 18. RIGHT TO CURE; MINOR NON-COMPLIANCE

18.1 Developer will not be deemed to have failed to comply with the terms of this Agreement until it shall have received notice from the Agency 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 Agency's Authorized Representative, reasonably exercised.

18.2. 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 Agency's Authorized Representative, reasonably exercised, is of a minor or inconsequential nature.

SECTION 19. 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 the redevelopment of the Project Site.

SECTION 20. 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 21. 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. There are no written or verbal agreements or warranties that either party can rely upon other than as may be contained in the four corners of this Agreement, including the Exhibits.

SECTION 22. MISCELLANEOUS PROVISIONS.

22.1 Waivers. No failure of a party to this Agreement to insist upon the strict performance of a term, covenant or agreement contained in this Agreement, nor any failure by the that party to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment during the continuance of any default by another party shall constitute a waiver of any such term, covenant or agreement or a waiver of any such right or remedy the party may have against the other party.

22.2 **Force Majeure.** Neither of the parties hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this

Agreement due to causes beyond the control of that party, including without limitation strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible.

22.3 Construction. The titles, captions and section numbers in this Agreement are inserted for convenient reference only and do not define or limit the scope or intent and should not be used in the interpretation of any section, subsection or provision of this Agreement. Whenever the context requires or permits, the singular shall include the plural, and plural shall include the singular and any reference in this Agreement to Developer includes Developer's successors or assigns. This Agreement was the production of negotiations between representatives for the parties 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.

22.4 Agreement Binding Upon Successors. Except as provided in Section 5.1 herein as related to third party purchasers of Developed Lots, and with the limitations of liability of the Agency or the City as to third party purchasers contained herein, this Agreement shall be binding upon and extend to the successors and assigns of the respective parties hereto.

22.5 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' written notice to the other parties.

22.6 Venue. Venue for any action arising under this Agreement or any amendment or renewal shall be in Pinellas County, Florida.

22.7 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.

22.8 Agreement as Complete Integration; Amendments. This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing, except as to the PUD Master Plan and the United Cottages Development Agreement dated January 25, 2011. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment to this Agreement executed by the parties.

22.9 Good Faith and Fair Dealings. The Agency, the City and Developer acknowledge and agree that in the implementation, interpretation and enforcement of this Agreement, the parties shall apply commercially reasonable standards of good faith and fair dealing.

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

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[SIGNATURES ON THE FOLLOWING PAGE]

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

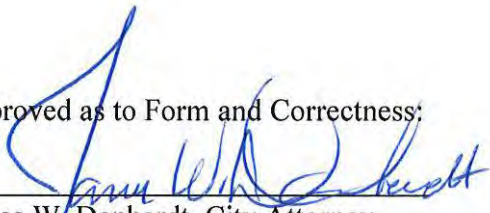
AGENCY

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

BY: 

 Patricia Johnson, Chairperson

Approved as to Form and Correctness:


James W. Denhardt, 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 Bradbury, Mayor

Approved as to Form and Correctness:


James W. Denhardt, City Attorney

WITNESSES:

Print Name:

Jennifer Carfagno

Nichole Strickland

Print Name: Nichole Strickland

DEVELOPER

Namaste 76, LLC,
a Florida limited liability company

By:

Frederic Samson

Title: Manager

NAMASTE HOMES

Namaste Homes, LLC,
a Florida limited liability company

WITNESSES:

Print Name:

Jennifer Carfagno

Nichole Strickland

Print Name: Nichole Strickland

By:

Frederic Samson

Title: President

EXHIBIT "A"
AGENCY PROPERTY

EXHIBIT "B"
LOT 3

EXHIBIT "C"
CONCEPTUAL SITE PLAN

EXHIBIT "D"
RENDERING

EXHIBIT "E"
MORTGAGE

EXHIBIT "F"
ESCROW AGREEMENT

EXHIBIT "G"
PARTIAL RELEASE

EXHIBIT "H"
SPECIAL WARRANTY DEED

EXHIBIT "I"
RECONVEYANCE DEED

EXHIBIT "J"
CONSTRUCTION PHASING PLAN

EXHIBIT "A"
AGENCY PROPERTY LEGAL DESCRIPTION

LOTS 1, 2, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 22, 23, 24, 26, 27, 28, 29, 30, LESS THE SOUTH 2.5' OF LOTS 22, 24, 26, 27, 28, 29, 30, UNITED COTTAGE CORPORATION REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 26, PAGE 36, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

EXHIBIT "B"
Lot 3 Legal Description

Lot 3 and the West 1 foot of Lot 4, United Cottage Corporation Replat, according to the Plat thereof as recorded in Plat Book 26, page(s) 36, of the Public Records of Pinellas County, Florida.



ARTISTRY AT PARK STATION | FRONT SITE PERSPECTIVE

Artistry at Park Station



NAMASTÉ
HOMES
"BUILDING A NEW WORLD"



ARTISTRY AT PARK STATION | REAR SITE PERSPECTIVE

PHOTOGRAPH BY
FIVE LIPS PHOTOGRAPHY



NAMASTÉ
HOMES
BUILDING A NEW WORLD

Exhibit E

Return to:

*Fletcher Fischer Pollack, P.L.
433 Central Avenue
Suite 401
St. Petersburg, Florida 33701
(813) 898-2828*

MORTGAGE

THIS INDENTURE, made as of the ____ day of _____, 20__, by and between **Namaste 76, LLC** ("Mortgagor"), and **Pinellas Park Community Redevelopment Agency**, a community redevelopment agency located in the City of Pinellas Park, whose address is 5141 78th Avenue North, Pinellas Park, Florida 33781 ("Mortgagee"). (Wherever used herein the terms 'Mortgagor' and 'Mortgagee' shall include singular and plural, all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of trustees, partnerships, corporations, limited liability companies community development districts and other governmental entities or entities other than natural persons.)

WHEREAS, Mortgagor entered into a certain Development Agreement and Agreement for Purchase and Sale of Property ("Development Agreement") by and between Mortgagor and Mortgagee; and

WHEREAS, this Mortgage is granted to secure the performance, by Mortgagor, of certain obligations, in accordance with the terms of said Development Agreement.

NOW, THEREFORE, for and in consideration of the premises and the Development Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Mortgagor, and in order to secure the performance of the obligations as set forth in the Development Agreement, Mortgagor by these presents does hereby grant, bargain, sell, alien, remise, convey and confirm unto Mortgagee, the property situate in Pinellas County, Florida, more particularly described as follows:

See **Exhibit "A"** attached hereto and incorporated herein by reference,

TOGETHER with any and all right, title and interest of Mortgagor in and to the above described real property, and in addition the following rights and interests applicable to the Property if and to the extent that they exist and are now owned or hereafter acquired by Mortgagor: (a) all the improvements now or hereafter erected on the Property ("the Improvements"), and all easements, rights, appurtenances, rents, royalties, mineral, oil

and gas rights and profits, water, water rights, and water stock, all equipment, fixtures and other articles of personal property (the "Personal Property") all of which shall be deemed to be and remain a part of the Property covered by this Mortgage and all of the foregoing; (b) all rights, title and interest of the Mortgagor in and to the land lying in the streets, roads, or alleys adjoining to the above-described Property; (c) all contract rights pertaining to the ownership and/or operation of the Property, Improvements or Personal Property; (d) all rights to tie into and use and enjoy the Association common areas and amenities and all project infrastructure within or serving the Property; and (e) any and all awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement) by the exercise of the power of eminent domain.

The foregoing being hereafter collectively referred to as the "Property".

TO HAVE AND TO HOLD the Property and every part thereof unto the Mortgagee, its successors and assigns forever for the purposes and uses herein set forth.

And Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property; that Mortgagor warrants and will defend generally the title to the Property against all claims and demands; and that the Property is free and clear of all encumbrances, and certain taxes for various years, and thereafter, and agreements, easements, restrictions, reservations, covenants and conditions of public record.

1. COMPLETION OF IMPROVEMENTS.

This Mortgage is executed and delivered to secure the obligations set forth by the Mortgagor in favor the Mortgagee for the purpose of acquiring the Property to construct thereon multiple residential units on platted lots, hereinafter collectively called "Improvements". The Mortgagor shall make or cause to be made the Improvements in accordance with the terms of the Development Agreement.

So long as no default shall exist in the payment or performance of the obligations under the Development Agreement, the Mortgagor shall have the right to develop, plat, sell and convey, all or any part of the Property. All platted Lots and Properties sold to parties unrelated to the Mortgagor shall be released from the Mortgage at the closing of the sale of such Lot(s) or Property, provided no default shall exist in the payment or performance of the obligations under the Development Agreement that remains uncured at the time of the closing.

Mortgagor shall maintain the Property in good condition and repair and shall not permit, commit or suffer any material waste, impairment or deterioration thereto.

2. CHARGES AND LIENS.

The Mortgagor will not voluntarily create, or permit or suffer to be created or to exist, on or against the Property or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens to which this Mortgage is expressly subject, and will keep and maintain the

same free from the claims of all parties supplying labor and/or materials which will enter into the construction or installation of the Improvements.

3. COVERAGE OF INSURANCE POLICIES.

The Mortgagor will keep all buildings, other structures and improvements insured against loss by fire and other hazards, casualties and contingencies in such amounts and manner and for such periods as may be required by the Mortgagee; all such insurance policies must include standard fire and extended coverage in amounts not less than necessary to comply with the coinsurance clause. All such insurance shall be carried by companies approved by the Mortgagee, and all policies shall be in such form and shall have attached hereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee. In the event of loss or damage to the Mortgaged Property, the Mortgagor will give to the Mortgagee immediate notice, as provided herein, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired.

4. MUNICIPAL ORDINANCES.

The Improvements and all plans and specifications shall comply with the Development Agreement and all applicable municipal ordinances, regulations and rules made or promulgated with lawful authority.

5. SUBORDINATION.

THIS IS A FIRST MORTGAGE. If Mortgagor, or Mortgagor's lender, provides the Mortgagee with notice that such lender is providing construction financing for construction of a Unit on a platted Lot, then the Mortgagee shall execute such documents or instruments as are reasonably required to subordinate this Mortgage to any institutional construction and/or development financing of Mortgagor associated with such construction (the "Unit Subordination"). Such Unit Subordination shall only be provided with respect to individual lots on which Units to be financed with such construction financing will be built.

6. DEFAULT.

The occurrence of any one of the following events shall constitute an Event of Default:

- (i) The Mortgagor shall fail to honor an obligation(s) of the Development Agreement following notice from the Agency and Mortgagor has not timely satisfied or cured the obligation(s) within a ninety (90) day cure period; or
- (ii) The Mortgagor shall fail to honor any other covenant herein and shall have failed to cure such covenant default following ninety (90) days notice thereof.

Upon the occurrence of any Event of Default, the Mortgagee shall have the right to pursue all legal and equitable remedies for default provided for under the Development Agreement, whether or not such rights and remedies are granted by this Mortgage, or may institute foreclosure proceedings against the Property under the terms of this Mortgage and any applicable state or federal law.

7. PARTIAL RELEASE.

Upon the written request of the Mortgagor and payment in accordance with the terms of the Development Agreement, the Mortgagee agrees that it will release from the lien and operation of this Mortgage the individual Lots upon the closing of the sale of such Lot(s) or Property, provided no default shall exist in the payment or performance of the obligations under the Development Agreement that remains uncured at the time of the closing.

8. ASSOCIATIONS.

The Mortgagee acknowledges that the Mortgagor intends to subject the Property to covenants conditions and restrictions governed by an association (the "Association"). The Mortgagee agrees to sign any consents, joinders and any other documentation relating to the Association as reasonably requested by the Mortgagor.

9. NOTICES.

All notices, requests, consents and other communications under or in connection with this Mortgage ("Notices") shall be in writing and shall be delivered, mailed by Certified U.S. Mail, Return Receipt Requested, postage prepaid, or overnight delivery service, to the parties, as follows:

If to Mortgagor:	Namaste 76, LLC 3020 49th Street North St. Petersburg, FL 33710 Attn: Frederic Samson fsamson@mynnw.net
With copies to:	Fletcher Fischer Pollack P.L. 433 Central Ave., Suite 401 St. Petersburg, FL 33701 Attn: Anne Pollack, Esq. apollack@ffplaw.com

If to Mortgagee: Pinellas Park Community Redevelopment Agency
5141 78th Avenue North
Pinellas Park, Florida 33781
Attn: Doug Lewis, City Manager
dlewis@pinellas-park.com

With copies to: James W. Denhardt, City Attorney
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
denhardtlaw@aol.com

Any Notice may also be sent by facsimile or electronic mail, provided that, on the same date, a copy of the Notice is mailed by Certified U.S. Mail, Return Receipt Requested, postage prepaid, or deposited with overnight delivery service. Any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices received after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Mortgage would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for each party may deliver notice on behalf of the represented party. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

10. CAPTIONS.

The captions of this Mortgage are for convenience only and shall not be construed as defining or limiting the scope or intent of the provisions hereof.

11. SUCCESSORS AND ASSIGNS.

This Mortgage and all covenants, agreements, terms, and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor, and, to the extent permitted by law, every subsequent owner of the Mortgaged Property and shall be binding upon and inure to the benefit of the Mortgagee and its assigns. The word "Mortgagee" shall include any person, corporation, or other party who may from time to time be the holder of this Mortgage.

12. SEVERABILITY.

The invalidity or unenforceability of any one or more provisions of this Mortgage shall not affect the validity or enforceability of the remaining portions of this Mortgage, or any part of this Mortgage not held to be invalid or unenforceable.

13. ATTORNEY FEES.

In the event that a party is required to enforce this Mortgage by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

14. GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE.

(a) The terms and provisions of this Mortgage shall be governed by the laws of Pinellas County, State of Florida (the “**Property Jurisdiction**”).

(b) Mortgagor agrees that any controversy arising under or in relation to this Instrument may be litigated in the Property Jurisdiction. The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have jurisdiction over all controversies that shall arise under or in relation to the Mortgage. Mortgagor irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

15. TIME IS OF THE ESSENCE.

Mortgagor acknowledges that time is of the essence for each time and date specifically set forth herein.

[The remainder of this page is blank. Continued on next page.]

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be duly executed as of the day and year first above written.

Witnesses:

Witness Signature

Printed name: _____

Witness Signature

Printed name: _____

Mortgagor:

NAMASTE 76, LLC

By: _____
Frederick Samson, Manager

Date Signed: _____, 20__

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by Frederic Samson, as the Manager of Namaste 76, LLC the Mortgagor herein, who [____] is personally known to me or [____] has produced _____ as identification.

AFFIX NOTARY STAMP OR SEAL

Print Name: _____
Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of the Property

LOTS 1, 2, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 22, 23, 24, 26, 27, 28, 29, 30, LESS THE SOUTH 2.5' OF LOTS 22, 24, 26, 27, 28, 29, 30, UNITED COTTAGE CORPORATION REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 26, PAGE 36, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

EXHIBIT "F"

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this _____ day of _____, 20__, 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 acting through its City Council, the governing body thereof ("City"), Namaste Homes, LLC, a Florida limited liability company, ("Namaste Homes"), Namaste 76, LLC ("Developer"), a Florida limited liability company, and Fletcher Fischer Pollack, P.L. ("Escrow Agent").

WITNESSETH:

WHEREAS, pursuant to its Request for Proposals issued in 2018, the Agency has entered into a definitive Development Agreement and Agreement for Purchase and Sale of Property with Developer ("Development Agreement") setting forth the terms and conditions by which Developer may purchase from Agency and develop the real property more particularly described on Exhibit "A" attached hereto and incorporated herein ("Agency Property");

WHEREAS, Developer has agreed to deposit the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "Escrowed Funds") in escrow with the Escrow Agent as the security deposit required for the purchase and sale of the Agency Property under the terms of the Development Agreement;

WHEREAS, Developer has agreed to deposit a reconveyance deed in escrow with the Escrow Agent under the terms of the Development Agreement;

WHEREAS, Escrow Agent is an Attorney at Law in the State of Florida, is independent of Developer, and is duly qualified to act as escrow agent;

WHEREAS, the parties have requested that the Escrow Agent act as escrow agent in accordance with the terms of this Escrow Agreement and Escrow Agent has agreed to do so.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Definitions. Except as otherwise expressly provided in this Escrow Agreement, the capitalized terms herein shall have the meanings given them in the Development Agreement.
3. Deposit of Funds. Simultaneously with the execution of this Escrow Agreement, Developer has delivered fifty thousand and 00/100 Dollars (\$50,000.00) ("Escrowed Funds") to the Escrow Agent. Escrow Agent hereby acknowledges receipt of the Escrowed Funds and agrees to hold same in escrow for the parties under the terms of this Escrow Agreement. All funds held in escrow shall be placed in a non-interest-bearing account. The Escrowed Funds shall be applied to the Purchase Price of the Property as set forth in the Development Agreement at closing of the Agency Property, unless Developer is in default under the Development Agreement, or unless this Escrow Agreement is terminated pursuant to Section 3(d) hereof.

4. Disbursement of Deposit from Escrow. The Escrowed Funds shall be disbursed as follows:

(a) Unless otherwise disbursed as provided herein, the Escrowed Funds shall be paid to Agency at closing and shall be credited to the Purchase Price.

(b) In the event either party is in default under the terms of the Development Agreement, within ninety (90) days after receipt of notice of such default given by the non-defaulting party to Escrow Agent with copies to all parties set forth in Section 10 hereof, expiration of all notice and cure periods set forth in the Development Agreement, and receipt of all wiring instructions or other documentation necessary to deliver the Escrowed Funds, Escrow Agent shall promptly deliver the Escrowed Funds to the party entitled to the Deposit in accordance with the terms of the Development Agreement.

(c) If a conflict shall have arisen as to the default described in subparagraph (b) above, upon receipt by the Escrow Agent of (i) joint written instructions signed by Developer and by the Agency directing payment of all or a portion of the Escrowed Funds, or (ii) a final judgment or order of a court of competent jurisdiction directing the payment of all or a portion of the Escrowed Funds held hereunder, the Escrow Agent shall promptly deliver to the person or persons specified, out of the escrow created hereunder and in the manner specified in the instructions, judgment or order, the amount or amounts of Escrowed Funds specified in such instructions, judgment or order, and the Escrow Agent shall thereupon be relieved and discharged from any responsibility or obligation with respect to such amount or amounts of the Escrowed Funds delivered in accordance with this Escrow Agreement.

(d) Notwithstanding the provisions of subparagraph (c) above, in the event a dispute should arise regarding the Escrowed Funds, the Escrow Agent shall have the right, in its sole discretion, to deposit with the registry of any State court located in the Pinellas County, Florida, the amount remaining in escrow. In such a case, the Escrow Agent shall implead Developer and the Agency in any such action filed with the court.

5. Deposit of Reconveyance Deed. Simultaneously with the execution of this Escrow Agreement, Developer has delivered the fully completed and executed Reconveyance Deed provided for under the terms of the Development Agreement. Escrow Agent hereby acknowledges receipt of the Reconveyance Deed and agrees to hold same in escrow for the parties under the terms of this Escrow Agreement.

6. Action on Reconveyance Deed.

(a) Destruction of Reconveyance Deed. If the Agency has determined that the Project has been Substantially Completed in accordance with the Development Agreement, Agency shall provide written notification of same to Escrow Agent, as provided for in the Development Agreement, and Escrow Agent shall mark the Reconveyance Deed as cancelled and return the escrowed deed to the Developer.

(b) Recording of Reconveyance Deed. If the Agency has determined that the Project has not been Substantially Completed in accordance with the Development Agreement, Agency shall provide written confirmation to Escrow Agent: that it has provided Developer with ninety (90) days' notice and an opportunity to provide evidence that the Project has been substantially completed; that the Developer has failed to do so to the satisfaction of the Agency; and that the Substantial Completion requirement has not been satisfied. The written instructions shall include the correct legal descriptions for any Undeveloped Lots that are subject to reconveyance. Upon receipt of such written instructions, Escrow Agent shall proceed to record the Reconveyance Deed with the correct legal descriptions, together with any mortgage or lien satisfactions, in the Public Records of Pinellas County, Florida. Agency agrees that it shall be responsible for Escrow Agent fees and recording costs associated with effectuation of this provision.

7. (a) Except as set forth in this Escrow Agreement or as may be agreed to in writing by Developer, Agency, City and Escrow Agent, Escrow Agent shall have no obligation to take any action or perform any act other than to receive and hold the Escrowed Funds and the Reconveyance Deed and to disburse same in accordance with the terms and conditions of this Escrow Agreement.

(b) Escrow Agent agrees to perform the duties herein required of it to the best of its ability and in such manner that the interests of Developer and Agency may be adequately and effectively protected. Escrow Agent shall not be answerable, liable or accountable except for its own bad faith, willful misconduct or negligence.

(c) Escrow Agent shall not be under any obligation to take any action toward the execution or enforcement of the rights or interests of Developer or Agency under the Development Agreement, whether on its own motion or on the request of any other person or entity, whether or not a party hereto. Escrow Agent is authorized to act on any document believed by it in good faith to be genuine and to be executed by the proper party or parties and will incur no liability by so acting. Agency and Developer agree to indemnify and hold harmless Escrow Agent from any and all claims, actions, damages, demands and judgments from or to Agency, Developer, or third parties, arising out of any act or omission of Agency or Developer and not caused by bad faith, willful misconduct or negligence of Escrow Agent.

(d) Escrow Agent shall be obligated to perform only such duties as are herein set forth, and no implied duties or obligations shall be read into this Escrow Agreement.

(e) Agency and Developer acknowledge that the Escrow Agent has represented the Developer in the context of the transactions described in the Development Agreement and herein and may be representing the Developer in different transactions in the future. In the event of a dispute regarding performance of the Escrow Agent pursuant to these escrow instructions and under the Development Agreement, the Escrow Agent may assign its obligations hereunder to an unrelated third party provider of escrow services approved by the Agency, and thereafter may continue to represent Developer, at Developer's option, including, without limitation, representation of Developer with regard to a dispute over the disposition of escrowed documents.

(f) Should Escrow Agent receive or become aware of conflicting demands or claims with respect to this Escrow Agreement, the Escrowed Funds, any documents identified herein, or the rights of any party hereto, Escrow Agent shall be entitled to refuse to comply with any such demand or claim, and in the event of such demand or claim, Escrow Agent shall deliver the Escrowed Funds to the registry of the appropriate court, whereupon Escrow Agent shall be relieved of any further duties or obligations hereunder.

8. This Escrow Agreement is to be performed in the State of Florida and shall be governed by and construed in accordance with the laws of the State of Florida.

9. This Escrow Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, provided that Escrow Agent shall not assign its rights, duties or obligations hereunder in whole or in part without the prior written consent of the Agency and Developer, and any such assignment without said consent shall be void.

10. 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):

To Escrow Agent: Fletcher Fischer Pollack P.L.
433 Central Ave., Suite 401
St. Petersburg, FL 33701
Attn: Anne Pollack, Esq.
apollack@ffplaw.com

To Agency: Pinellas Park Community Redevelopment Agency
5141 78th Avenue North
Pinellas Park, Florida 33781
Attn: Doug Lewis, City Manager
dlewis@pinellas-park.com

With copy to: James W. Denhardt, City Attorney
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713

If to Developer: Namaste 76, LLC
3020 49th Street North
St. Petersburg, FL 33710
Attn: Frederic Samson
fsamson@mynnw.net

With copy to: Fletcher Fischer Pollack P.L.
433 Central Ave., Suite 401
St. Petersburg, FL 33701
Attn: Anne Pollack, Esq.
apollack@ffplaw.com

11. If any clause, provision or section of this Escrow Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof.

12. This Escrow Agreement contains all of the escrow instructions to Escrow Agent and shall not be modified or supplemented without the written approval of Agency, Developer and Escrow Agent.

13. All personal pronouns used in this Escrow Agreement whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa.

14. Developer and Agency hereby authorize, direct and request Escrow Agent to invest and reinvest the Escrowed Funds in such savings accounts, certificates of deposit, repurchase obligations, money-market funds or such other forms of investments as the Escrow Agent may determine in its sole discretion.

15. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument and all of such counterparts shall constitute one and the same agreement.

16. Time is of the essence of this Escrow Agreement.

IN WITNESS WHEREOF, Developer, Agency and Escrow Agent acting by and through their respective duly authorized and empowered officers and representatives, have executed and sealed this Escrow Agreement the day and year first written.

AGENCY:

PINELLAS PARK COMMUNITY
REDEVELOPMENT AGENCY,
a community redevelopment agency located in the City
of Pinellas Park

By: _____

Chairperson

Approved as to form:

Attest:

James W. Denhardt, City Attorney

City Clerk

AGENCY

**Pinellas Park Community Redevelopment
Agency,**

a community redevelopment agency located in the
City of Pinellas Park

WITNESSES:

BY: _____

Name: _____

Title: _____

Approved as to Form and Content:

James W. Denhardt, City Attorney

CITY

City of Pinellas Park,

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

WITNESSES:

BY: _____

Name: _____

Title: _____

Approved as to Form and Content:

James W. Denhardt, City Attorney

CITY

City of Pinellas Park,

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

WITNESSES:

BY: _____

Name: _____

Title: _____

Approved as to Form and Content:

James W. Denhardt, City Attorney

DEVELOPER

Namaste 76, LLC,

a Florida limited liability company

WITNESSES:

By: _____

Name: _____

Title: _____

NAMASTE HOMES

Namaste Homes, LLC,

a Florida limited liability company

WITNESSES:

By: _____

Name: _____

Title: _____

DEVELOPER:

NAMASTE 76, LLC

a Florida limited liability company

By: _____

Name: _____

Its: _____

ESCROW AGENT:

By: _____

EXHIBIT "A"
AGENCY PROPERTY LEGAL DESCRIPTION

LOTS 1, 2, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 22, 23, 24, 26, 27, 28, 29, 30, LESS THE SOUTH 2.5' OF LOTS 22, 24, 26, 27, 28, 29, 30, UNITED COTTAGE CORPORATION REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 26, PAGE 36, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

A PARCEL CONTAINING 1.11 ACRES M.O.L.

EXHIBIT G

PARTIAL RELEASE OF MORTGAGE

This Partial Release of Mortgage, made as of the ____ day of _____, 20__, by the Pinellas Park Community Redevelopment Agency, a community redevelopment agency located in the City of Pinellas Park, Florida ("Mortgagee"), the owner and holder of that certain Mortgage (the "Mortgage"), dated _____, made by _____ recorded on _____, in the Public Records of Pinellas County, Florida.

For valuable consideration, the receipt and sufficiency whereof hereby is acknowledged, Mortgagee does hereby release and discharge from the lien of the Mortgage the following described portion of the mortgaged premises:

[LEGAL DESCRIPTION OF RELEASED PORTION OF MORTGAGED PRMEISES]

This Partial Release of Mortgage shall not impair the lien of the Mortgage as to the lands described therein not hereby released or otherwise previously released by Mortgagee. After giving effect to this Partial Release of Mortgage, the Mortgage is a valid and continuing lien on the premises described in Schedule A attached hereto and made a part hereof.

IN WITNESS WHEREOF, Mortgagee has executed and delivered this Partial Release of Mortgage as of the date hereinabove.

PINELLAS PARK COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Name: _____
Title: _____

State of Florida :
 : ss.:
County of Pinellas :

On the ____ day of _____ in the year 20__ before me, the undersigned, by means of
☐ physical presence or ☐ online notarization, personally known to me or proved to me on the basis of
satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by
his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the
individual(s) acted, executed the instrument.

Notary Public

SCHEDULE A

The legal description will be completed at the time of reconveyance of lot(s)

EXHIBIT H

This Instrument Was Prepared By,
Record and Return To:

Anne Q. Pollack, Esq.
Fletcher Fischer Pollack P.L.
433 Central Ave., Suite 401
St. Petersburg, FL 33701

(RESERVED)

SPECIAL WARRANTY DEED

PINELLAS PARK REDEVELOPMENT AGENCY, a community redevelopment agency located in the City of Pinellas Park, Florida ("Grantor") for valuable consideration, receipt of which is hereby acknowledged, DOES HEREBY GRANT TO, **NAMASTE 76, LLC**, a Florida limited liability company, ("Grantee") the real property in the County of Pinellas, State of Florida, described on **Exhibit A** attached hereto and incorporated herein by this reference, together with all improvements thereon and all easements, rights of way, and other rights appurtenant thereto, subject, however, any lien for non-delinquent real property taxes and assessments and covenants, conditions, restrictions, easements, rights-of-way and servitudes of record.

OWNER/SELLER:

PINELLAS PARK REDEVELOPMENT AGENCY
a Community Redevelopment Agency

BY: _____

WITNESSES:

By: _____
Print Name: _____

By: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

This Special Warranty Deed was sworn to and acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____, as _____ of _____, He/She is personally known to me or has produced a _____ as identification.

NOTARY PUBLIC (Signature)

(Affix Notary Seal or Stamp)

(Printed Name) _____
My Commission Expires: _____

EXHIBIT "A"

LOTS 1, 2, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 22, 23, 24, 26, 27, 28, 29, 30, LESS THE SOUTH 2.5' OF LOTS 22, 24, 26, 27, 28, 29, 30, UNITED COTTAGE CORPORATION REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 26, PAGE 36, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

EXHIBIT I

RECONVEYANCE DEED

This Instrument Was Prepared By,
Record and Return To:

Anne Q. Pollack
Fletcher Fischer Pollack P.L.
433 Central Avenue,
Suite 401
St. Petersburg, FL 33701

(RESERVED)

DEED

NAMASTE 76, LLC, a Florida limited liability company ("Grantor"), for valuable consideration, receipt of which is hereby acknowledged, does hereby grant to **PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY**, a community redevelopment agency located in the City of Pinellas Park, Florida ("Grantee"), that certain real property located in the City of Pinellas Park, County of Pinellas, State of Florida, as described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements thereon and all easements, rights of way, and other rights appurtenant thereto, subject, however, to liens for non-delinquent real property taxes and assessments and covenants, conditions, restrictions, easements, rights-of-way and servitudes of record.

WITNESS:

By: _____
Print Name: _____

By: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

NAMASTE 76 LLC/BUYER:

NAMASTE 76, LLC,
a Florida limited liability company

By: _____

Print Name: _____
Title: _____

The Reconveyance Deed was sworn to and acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____, as _____ of _____. He/She is personally known to me or has produced a _____ as identification.

NOTARY PUBLIC (Signature)

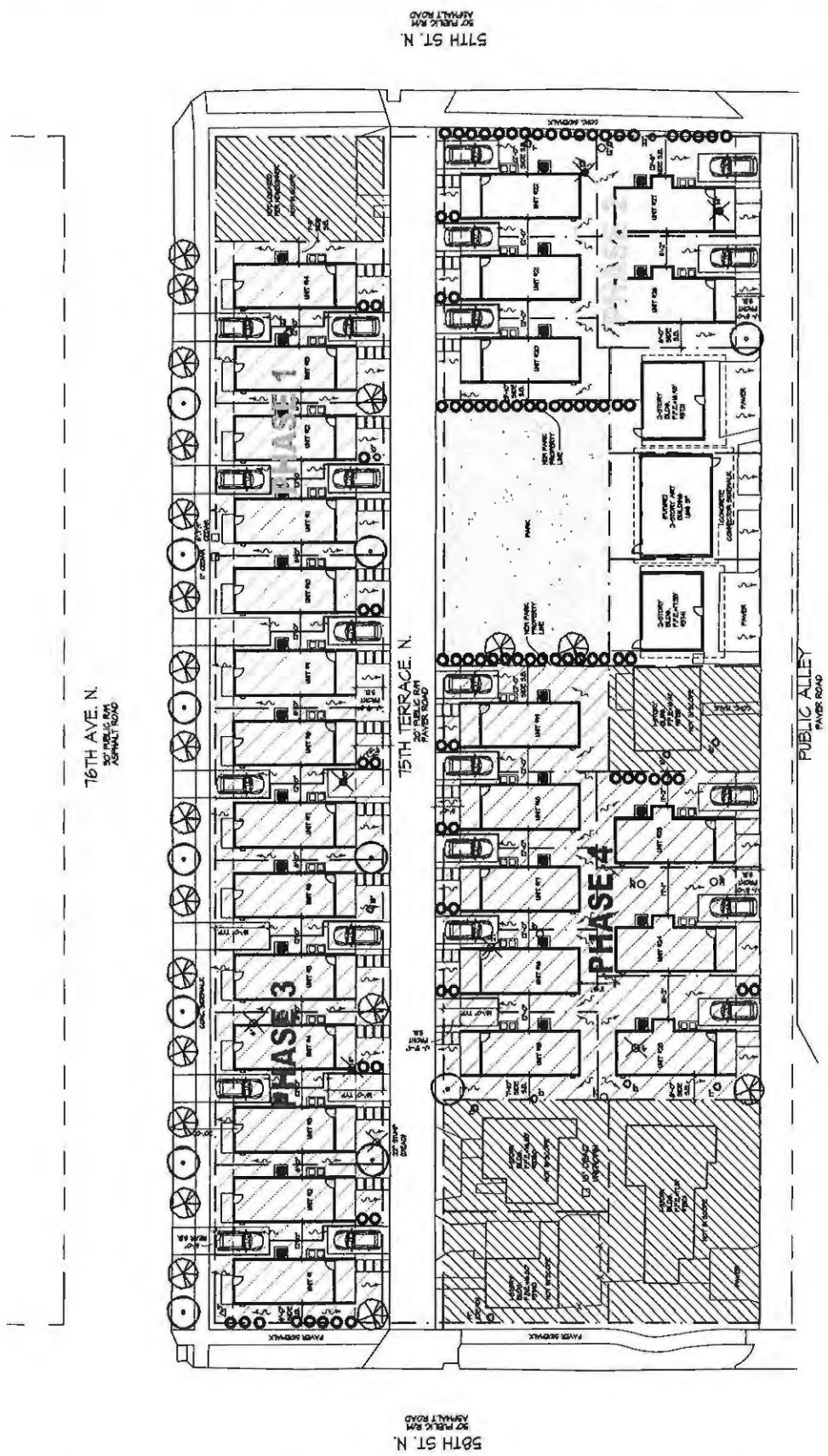
(Affix Notary Seal or Stamp)

(Printed Name)

My Commission Expires: _____

EXHIBIT “A”

[To be inserted]

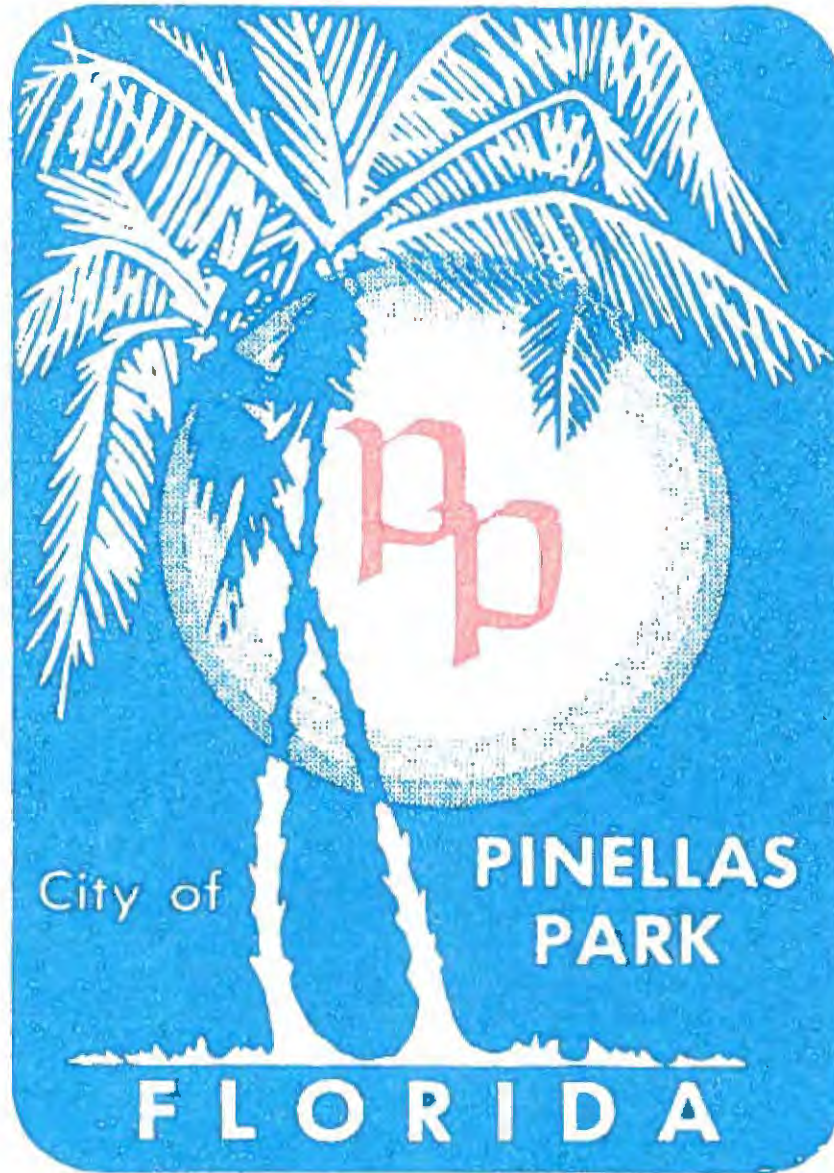


PHASING PLAN

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PAGE 4	



CITY OF PINELLAS PARK



RFP 17/021

**LEASE/SALE & DEVELOPMENT
OF ALL OR A PORTION OF
CRA – OWNED PROPERTIES IN THE
UNITED COTTAGES NEIGHBORHOOD**

PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY

REQUEST FOR PROPOSAL INDEX

ADVERTISEMENT

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APPENDIX II - PUBLIC ENTITY CRIMES STATEMENT

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PROJECT DESCRIPTION

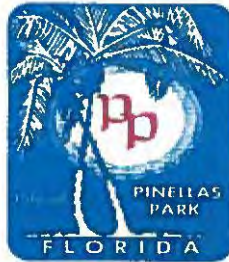
MAP – UNITED COTTAGES

DEVELOPMENT AGREEMENT – UNITED COTTAGES

City of

PINELLAS PARK

PURCHASING DIVISION
P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 369-5712

FAX • (727) 369-7883

purchasing@pinellas-park.com

**CITY OF PINELLAS PARK
FOR THE LEASE/SALE AND DEVELOPMENT
OF ALL OR A PORTION OF CRA-OWNED PROPERTIES IN
THE UNITED COTTAGES NEIGHBORHOOD
ADVERTISEMENT
REQUEST FOR PROPOSAL 17/021**

Notice is hereby given that the City of Pinellas Park will accept Request for Proposals (RFP) on behalf of the City of Pinellas Park Community Redevelopment Agency until **3:00 P.M., MONDAY, AUGUST 13, 2018** for:

**FOR THE LEASE/SALE AND DEVELOPMENT
OF ALL OR A PORTION OF CRA-OWNED PROPERTIES IN
THE UNITED COTTAGES NEIGHBORHOOD**

The CRA is considering a partnership with one or more entities for the development of CRA owned property for mixed uses serving the creative district, with a priority to live/work housing intended primarily for artists. As the initial step in this process, the City of Pinellas Park is requesting Proposals on behalf of the CRA for the development of the Property, as well as suggestions and comments.

Instructions to obtain RFP package:

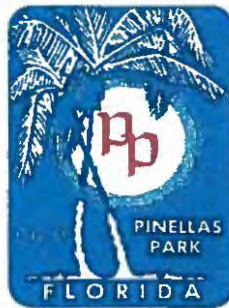
<http://www.pinellas-park.com/>

Departments and under Finance click on Purchasing. To the left of your screen please click on RFP Documents and then RFP 17/021.

ALL INQUIRIES(QUESTIONS): All inquiries MUST be submitted to: purchasing@pinellas-park.com

City of Pinellas Park, Purchasing Division

To appear as a **FULL RUN** in the Tampa Bay Times **Friday, July 13, 2018.**



**CITY OF PINELLAS PARK
FOR THE LEASE/SALE AND DEVELOPMENT
OF ALL OR A PORTION OF CRA-OWNED PROPERTIES IN
THE UNITED COTTAGES NEIGHBORHOOD
NOTICE
REQUEST FOR PROPOSAL 17/021**

Notice is hereby given that the City of Pinellas Park will accept Request for Proposals (RFP) on behalf of the City of Pinellas Park Community Redevelopment Agency until **3:00 P.M., MONDAY, AUGUST 13, 2018** for:

**THE LEASE/SALE AND DEVELOPMENT
OF ALL OR A PORTION OF CRA-OWNED PROPERTIES IN
THE UNITED COTTAGES NEIGHBORHOOD**

The Pinellas Park Community Redevelopment Agency ("CRA") seeks a developer, tenant or buyer ("Proposer") for all or a portion of approximately 1.22 acres of CRA-owned real estate located within the United Cottages Neighborhood (the "Property") for the development of appropriate mixed uses, including but not limited to live/work use, to catalyze the expansion of creative industries within the CRA.

ALL INQUIRIES(QUESTIONS): All inquiries MUST be submitted to: purchasing@pinellas-park.com

The RFP responses shall be either hand-delivered or delivered by carrier service to the City of Pinellas Park, Purchasing Division, 8000 60th Street North, Pinellas Park, FL 33781. Any RFP responses received after the specified time and date will not be considered. Unsealed RFP response envelopes will not be accepted.

Note: PLAINLY MARK THE FRONT OF YOUR RFP ENVELOPE

"RFP 17/021 – FOR THE LEASE/SALE AND DEVELOPMENT OF ALL OR A PORTION OF CRA-OWNED PROPERTIES IN THE UNITED COTTAGES NEIGHBORHOOD"

ALL RESPONSES MUST BE SEALED – DO NOT EMAIL/FAX/ETC., ANY RESPONSES

ALL PROPOSERS MUST SUBMIT ONE(1) ORIGINAL AND SIX (6) COPIES OF YOUR PROPOSAL AND ANY/ALL REQUESTED FORMS AND ATTACHMENTS.

EX PARTE COMMUNICATION CLAUSE

Please note that to ensure proper and fair evaluation of proposals, upon the initial hand-out of the RFP package the City prohibits ex parte communication initiated by the proposer to any Committee Member(S).

Communication between a proposer and the CRA/City will be communicated through the City of Pinellas Park, Purchasing Division ONLY @ purchasing@pinellas-park.com

Ex parte communication may be grounds for disqualifying the offending proposer from consideration or any future proposal.

The following forms must be completed and inserted within the back of your proposal, under a tab labeled "FORMS"

INSURANCE REQUIREMENTS

Please see the City's Insurance and Hold Harmless requirements, listed as **Appendix I, which must be submitted with your proposal.**

PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or land developer under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Please complete **Appendix II, Public Entity Crimes Statement, which must be submitted with your proposal.**

NON-COLLUSION CLAUSE

By offering a submission to the RFP, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive proposal whatsoever. Also, the proposer certifies, and in the case of a joint competitive proposal each party thereto certifies as to its own organization, that in connection with the competitive proposal. Please see Non-Collusion Affidavit, **Appendix III, which must be submitted with your proposal.**

NON-LOBBYING CERTIFICATION

As to any matter relating to this RFP, any Organization, team member, or anyone representing an Organization is advised that they are prohibited from contacting or lobbying the CRA Chair, CRA Directors, City of Pinellas Park staff, or any other person working on behalf of the CRA on any matter related to or involved with this RFP. For purposes of clarification, a team's representatives shall include, but not be limited to, the Organization's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or land developer of the Organization and the Organization's team. All inquiries must be in writing in accordance with Section 2.5, Inquiries. Any violation of this condition may result in rejection and/or disqualification of the Organization. This "Non-Lobbying Provision" is in effect from the date of publication of the RFP and shall terminate at the time the CRA selects a proposal, rejects all proposals, or otherwise takes action that ends the solicitation process. Please see Non-Lobbying Certification, **Appendix IV, which must be submitted with your proposal.**

NON-WARRANTY OF SPECIFICATIONS

Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with the proposers. Neither the City/CRA nor its representatives shall be responsible for any error or omission in this RFP, nor for the failure on the part of the proposer to determine the full extent of the exposures. The City/CRA does not warrant the confidentiality of proposals submitted in response to this Request for Proposal. All proposals are subject to Florida's public records law and must be open to viewing by anyone who requests to see them. Proposers requiring confidentiality should not submit a proposal for this RFP.

All proposals shall be prepared and submitted in accordance with the provisions of this RFP. However, the City of Pinellas Park on behalf of the CRA, may waive any informalities, irregularities, or variances, whether technical or substantial in nature, and/or reject any or all proposals at its discretion. If all such proposals are rejected, then the City/CRA may, in its discretion, authorize the acceptance of new proposals under such terms and conditions as it deems appropriate.

Any proposal may be withdrawn prior to the proposal opening. Once opened, however, no firm may withdraw a proposal for a period of 90 days from the opening date.

Costs of preparation of a response to this request for proposal are solely those of the proposer. The City of Pinellas Park and/or the CRA assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the City of Pinellas Park and/or the CRA, bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

All proposals shall remain the property of the City of Pinellas Park and the Community Redevelopment Agency, none shall be returned.

PROPOSAL EVALUATION AND SELECTION

The proposals will be evaluated and ranked by the appointed Evaluation Committee according to the criteria set forth in this RFP. **Please prepare your proposal responses in the order of the proposal format below** to assist the Evaluation Committee in rating your proposal response package. Using the evaluations and rankings as a guide and any/all other obtainable information, the Evaluation Committee may require competing firms to make oral presentations of their proposals and to answer specific questions about them.

PROPOSAL RESPONSE COVER SHEET

Please complete and insert this form as the first page of your Proposal.
(Response Cover Sheet Form is located in front of Appendix I)

PROPOSAL FORMAT:

Proposers must respond in the format delineated below.

Proposers must respond in the format delineated below.

1. Firm's capabilities to perform the work; **(5 points)**

- a. Number of years in business.
 - b. Statement of Financial Capacity.
2. Firm's or Individual's adequacy of personnel; (5 points)
 - a. The project manager and all other key staff, by position, to be assigned to achieve the required services described within the "Description of Use".
 - b. Listing of all Parties to be involved and the status of their commitment and ability (financial and otherwise) to develop, operate and/or occupy the property as Proposed.
 - c. Provide an organizational chart outlining the methods of operation, operational structure and services.
 - d. Present a written statement that includes experience, licenses, certificates, etc. of the Proposer and assembled team in providing the services described within this RFP.
3. Firm's or Individual's past record; (5 points)
 - a. Specific references for the Proposer in relation to its ability to successfully achieve the uses described in the "Description of Use".
 - b. Current pertinent professional and financial references will be contacted in relation to the Proposer's qualifications.
4. Firm's or Individual's Experience: (5 points)
 - a. List of previous projects/developments;
 - b. Description of relevant past projects, specifically experience with development of residential, commercial, and/or live work properties; community or neighborhood design; and experience with arts related facilities or similar functioning facilities.
5. Firm's or Individual's willingness to meet required time and financial requirements: (20 points)
 - a. Identification of parcels included in the Proposal.
 - b. Proposed terms of purchase or lease net to the CRA, including payment schedule.
 - c. A project pro-forma and construction budget.
 - d. Confirmed or verifiable sources of funds for construction.
 - e. Where applicable, a business plan for ongoing for-profit or nonprofit operations.
 - f. Requirements, if any, for project participation, incentives, or special conditions by the CRA or City of Pinellas Park (financial, operational, or other).
 - g. Timeline of project approvals and construction including date specific milestones. Phased projects must include this information for each phase.
 - h. Timeline for resale, sublease, and/or occupancy, as applicable, for each proposed use.
6. Firm's or Individual's Location: (6 points)
 - a. The location of the Firm's/Individual's/Employee's office from which the CRA's Contract will be performed.
7. Firm's or Individual's projected work loads and work previously awarded by the CRA to the firm's or individual's submitting proposals: (3 points)

- a. *List current and projected work loads.*
 - b. *List contracts previously awarded by the CRA within the City of Pinellas Park to your firm, for the purpose of considering an equitable distribution of the award of contracts, provided such distribution does not violate the principle of selection of the most highly qualified firms.*
8. Firms or Individual's use of local labor or materials/supplies/local financial sources within the City: (3 points)
- a. *Attach list of businesses considered.*
9. Firm's or Individual's certification as a MBE (Minority Business Enterprise)/ MWBE (Minority of Women Owned Business): (3 points)
- a. *Attach Certificates to be considered.*
10. Project Vision/Description of Use/Conceptual Design for the Project: (45 points)
- a. *Narrative describing , in as much detail as possible, how the Property will be developed and utilized, why the Proposer is interested in developing and/or managing the Property, and what benefits the Proposer and the Community will derive from use of the Property in this manner. The narrative should address, to the extent applicable, specific elements indicated in the RFP project description.*
 - b. *Conceptual designs, preliminary site plans, and/or architectural renderings clearly indicating proposed development and use of the Property. Design documents should address specific elements indicated in the RFP project description, and provide sufficient detail to allow reviewers to evaluate design of individual elements, consistency with surrounding development, and integration with surrounding development through planned flow of vehicular and pedestrian traffic.*

The last section of your RFP proposal should be the **"FORMS"** section, which must contain the completed forms requested on page 2 of this Notice.

City of Pinellas Park
Purchasing Division

RFP 17/021**LEASE/SALE & DEVELOPMENT OF ALL OR A PORTION OF
CRA-OWNED PROPERTIES IN THE UNITED COTTAGES NEIGHBORHOOD**

SAMPLE RATE FORM						
1. Firm's or individual's capabilities to perform the work; (5 points)						
2. Firm's or individual's adequacy of Personnel; (5 points)						
3. Firm's or individual's past record; (5 points)						
4. Firm's or individual's experience; (5 points)						
5. Firm's or individual's willingness to meet required time and financial requirements; (20 points)						
6. Firm's or individual's location; (6 points)						
7. Firm's or individual's projected work loads & work previously awarded by the CRA; (3 points)						
8. Firm's or individual's use of local labor or materials/supplies within the City of Pinellas Park; (3 points)						
9. Firm's or individual's as an MBE (Minority Business Enterprise)/MWBE (Minority of Women Owned Business); (3 points)						
10. Project Vision/Description of use /Conceptual Design for the Project; (45 points)						
TOTAL						

RFP 17/021

DEVELOPMENT OF CRA OWNED PROPERTY

PROPOSAL RESPONSE FORM

Please complete this form and attach it to the front of your proposal:

(Firm Name)

(Signature of Authorized Agent)

(Print/Type Name and Title of Authorized Agent)

(Address)

(City, State, Zip Code)

(Telephone Number) (Fax Number)

(EMAIL ADDRESS)

(Date)

AUTHORIZED REPRESENTATIVE(S) OF ORGANIZATION

Please list the names of all persons or entities involved at the time of submission and identify the authorized representative(s) of the Organization.

Identifying the type of business making the Letter of Interest (e.g., sole proprietorship, partnership, not-for-profit, corporation, etc.) _____

Identifying the proposed uses, including any "for profit" and any "not for profit" uses, proposed to be placed on the Property; _____

Identifying whether the business is incorporated in Florida, another state, or foreign country; _____

END

APPENDIX I

-1-

June 8, 2017

**PROJECT #RFP 17/021 Request for Proposals- Lease/Sale and Development
Of all or a Portion of CRA-Owned Properties in the United Cottages Neighborhood**

CITY OF PINELLAS PARK INSURANCE REQUIREMENTS

A. GENERAL CONDITIONS

The Signatory shall not commence work under this Contract until all insurance required has been obtained and such insurance has been approved by the City's Human Resources Department, nor shall the Signatory allow any subcontractor to commence work on a subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The cost of all insurance shall be included in the Signatory's bid.

Companies issuing the insurance policy, or policies, shall have no recourse against the Pinellas Park Community Redevelopment Agency for payment of premium or assessments for any deductibles; all are the sole responsibility of the Signatory.

The Signatory's insurance coverage shall be primary for operations under this contract. Any insurance or self-insurance maintained by the Pinellas Park Community Redevelopment Agency, its officials, employees or volunteers shall be excess of the Signatory's insurance and shall not contribute with it.

The Signatory's policy clause "Other Insurance" shall not apply to any insurance currently held by the Pinellas Park Community Redevelopment Agency, to any such future coverage, or to the City's Self-Insurance Retentions of whatever nature.

The term "Pinellas Park Community Redevelopment Agency " shall include all Authorities, Boards, Bureaus, Commissions, and individual members; Divisions, Departments, and Offices of the Pinellas Park Community Redevelopment Agency and employees thereof in their official capacities and/or while acting on behalf of the Pinellas Park Community Redevelopment Agency.

The insurance required shall provide protection for the Signatory and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by Signatory, and also against any of the special hazards which may be encountered in the performance of this contract.

APPENDIX I

-2-

June 8, 2017

**PROJECT #RFP 17/021 Request for Proposals- Lease/Sale and Development
Of all or a Portion of CRA-Owned Properties in the United Cottages Neighborhood**

B. LIMITS OF INSURANCE

GENERAL LIABILITY

Type - Commercial General Liability (CGL), Occurrence Basis

Limits - \$2,000,000 General Aggregate
- \$1,000,000 Products Completed/Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS

Type - Professional Liability, Occurrence or Claims Made Basis

Limits - \$1,000,000 General Aggregate
\$1,000,000 Each Occurrence

AUTOMOBILE LIABILITY

Type - Any Auto, Hired autos, and Non-Owned Autos

Limits - \$1,000,000 Combined Single Limit

WORKERS' COMPENSATION

Type - Workers' Compensation and Employer's Liability

Limits - Statutory, Workers' Compensation
\$100,000 Each Accident
\$500,000 Disease - Policy
\$100,000 Disease - Each Employee

EXCESS OR UMBRELLA LIABILITY

When used to reach minimum limits shown for General Liability and Automobile Liability, the primary (underlying) policy limits shall not be less than \$500,000. The primary policy and any excess or umbrella policies shall be with the same insurance carrier. The coverage shall not be more restrictive than the primary policy coverage, including but not limited to coverage trigger, defense, notice of occurrence/accident/circumstances, and notice of claim and extended reporting period.

APPENDIX I

-3-

June 8, 2017

**PROJECT #RFP 17/021 Request for Proposals- Lease/Sale and Development
Of all or a Portion of CRA-Owned Properties in the United Cottages Neighborhood**

Five (5) original signed copies of Certificates of Insurance outlining insurance coverage are to be forwarded to the City's Human Resources Department for approval prior to beginning any work for the Pinellas Park Community Redevelopment Agency. The following shall be included in all Certificates of Insurance:

C. CERTIFICATE OF INSURANCE

1. Under heading "DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES" shall read:
"Pinellas Park Community Redevelopment Agency" are named as an Additional Insured (Owner) as respects the project: RFP 17/021. (Required for General Liability, Excess / Umbrella Liability)

2. Under heading "CERTIFICATE HOLDER" shall read:

Pinellas Park Community Redevelopment Agency
ATTN: HUMAN RESOURCES
5141 78th Avenue North
Pinellas Park, FL 33781

D. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In addition to the foregoing insurance requirements, the Signatory shall execute and deliver an indemnification and hold harmless agreement to the Pinellas Park Community Redevelopment Agency as shown on following page.

APPENDIX I

-4-

June 8, 2017

**PROJECT #RFP 17/021 Request for Proposals- Lease/Sale and Development
Of all or a Portion of CRA-Owned Properties in the United Cottages Neighborhood**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

PROJECT/SERVICE CONTRACT NAME: _____

By this agreement, _____, hereinafter "Signatory", agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify, hold harmless, and/or defend the Pinellas Park Community Redevelopment Agency, its agents and employees, from any and all claims, demands, suits, and actions, including attorney's fees and all costs and expenses of litigation and judgments of every kind brought against the Pinellas Park Community Redevelopment Agency or its agents or employees, as a result of loss, damage, or injury to any person(s) or property occasioned wholly or in part by any act, or failure to act, on the part of the Signatory, its agents, servants, or employees. Further, Signatory shall be responsible to the Pinellas Park Community Redevelopment Agency for any damages caused by the Signatory's negligence, wrongdoing, misconduct want or need of skill, or default or breach of contract, guarantee or warranty.

Date _____

Signatory Name _____

Address _____

Signature _____

Title _____

President, Vice-President, or Treasurer

CORPORATE SEAL

APPENDIX II

PUBLIC ENTITY CRIMES
PAGE - 1

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitted sworn statement)

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has not FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

APPENDIX II

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attached a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR Produced identification _____ Notary Public – State of _____

(Type of identification) My Commission Expires _____

(Printed typed or stamped commissioned name of notary public)

**APPENDIX III
NON-COLLUSION AFFIDAVIT**

State of _____)

County of _____)

_____, being first duly sworn, deposes and says

that he is _____ of _____.

The party making the foregoing Proposal or Bid; that such Proposal/Bid is genuine and not collusive or sham; that said proposer/bidder is not financially interested in or otherwise affiliated in a business way with any other proposer/bidder on the same contract; that said proposer/bidder has not colluded, conspire, connived, or agreed, directly or indirectly, with any other proposers/bidders or person, to put in a sham proposal/bid or that such person shall refrain from proposing/bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the proposal/bid or affiant or any other proposer/bidder, or to fix any overhead, profit or cost element of said proposal/bid, or that of any other proposer/bidder, or to secure any advantage against the Pinellas Park Community Redevelopment Agency, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such proposer/bidder has not directly or indirectly submitted this proposal/bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed to me this _____ day of _____, 20_____.

Notary Public

APPENDIX IV
LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure."

Affiant

Sworn to and subscribed before me this ____ day of _____, 20__.

Notary Public

RFP 17/021

REQUEST FOR PROPOSALS FOR THE LEASE/SALE AND DEVELOPMENT OF ALL OR A PORTION OF CRA-OWNED PROPERTIES IN THE UNITED COTTAGES NEIGHBORHOOD

1. BACKGROUND

The Pinellas Park Community Redevelopment Agency ("CRA") seeks a developer, tenant or buyer ("Proposer") for all or a portion of approximately 1.22 acres of CRA-owned real estate located within the United Cottages Neighborhood (the "Property"). The United Cottages Neighborhood is in turn located within the Community Redevelopment Area and forms part of an emerging creative district known as the "Pinellas Arts Village."

The CRA, by this RFP, sets forth its intent to sell or lease designated parcels within the CRA for the purpose of developing the site. The CRA may reserve such powers and controls through disposition and development documents with Proposers as may be necessary to prevent transfer, retention, or use of the property for purposes which are inconsistent with the objectives of the Redevelopment Plan and to ensure that development begins within a period of time the CRA determines to be reasonable. Such documents(s) may include, but are not limited to, deed restrictions, a defined building schedule, and a "reverter" clause if building permits are not secured and construction is not commenced within an agreed upon timeline set forth in the agreement(s).

The Property is currently subject to a Development Agreement among the City of Pinellas Park, CRA, and private property owners. The Development Agreement encourages development of cottage-style single-family detached residential, residential live/work, and commercial uses by offering waivers and variances to zoning requirements for eligible new construction.

The primary interest of the CRA in issuing this RFP is to stimulate the development of appropriate mixed uses, including but not limited to live/work use, to catalyze the expansion of creative industries within the CRA. Proposals may include some or all of the parcels included within the description of the Property. Proposers may submit projects that contain one, some, or all of the uses permitted by the Development Agreement.

2. SUBJECT PROPERTY

CRA-owned parcels in the United Cottages Neighborhood (the "Property") are located between 58th Street and 57th Street, and from 76th Avenue to 75th Avenue (see Exhibit A). The Property is currently divided into 21 parcels: 15 parcels are vacant or subject to temporary outdoor use; two parcels have been developed by the CRA with live/work units that are currently leased; three parcels have been acquired with pre-existing residential structures; and one parcel, 75th Terrace North, is a right-of-way street.

Proposed development may include some or all of the parcels included in the Property; developed/redeveloped properties may also be incorporated into Proposal and are therefore included in the listing below.

CRA OWNED PARCELS IN THE UNITED COTTAGES NEIGHBORHOOD			
Property Address	Parcel Number		Size / Acres
5765 75th Terrace N. (lot 4)	28/30/16/93438/000/0040		0.04
5785 75th Avenue N. (lot 22)	28/30/16/93438/000/0220		0.04
5770 75th Terrace N. (lots 17, 18)	28/30/16/93438/000/0180		0.07
5785 75th Terrace N. (lot 2)	28/30/16/93438/000/0020		0.04
5760 75th Terrace N. (lots 16, 24, 17)	28/30/16/93438/000/0160		0.13
5715 75th Terrace N. (lot 9)	28/30/16/93438/000/0090		0.04
5700 75th Terrace N. (lots 11, 30)	28/30/16/93438/000/0110		0.08
5710 75th Terrace N. (lots 12, 29)	28/30/16/93438/000/0120		0.08
5720 75th Terrace N. (lot 13)	28/30/16/93438/000/0130		0.04
5725 75th Terrace N. (lot 8)	28/30/16/93438/000/0080		0.04
5750 75th Terrace N. (lot 15)	28/30/16/93438/000/0150		0.04
5730 75th Terrace N. (lots 14, 27)	28/30/16/93438/000/0140		0.04
* 75th Avenue N. (lots 27, 14)	28/30/16/93438/000/0270		0.04
5735 75th Terrace N. (lot 7)	28/30/16/93438/000/0070		0.04
5775 75th Avenue N. (lot 23)	28/30/16/93438/000/0230		0.04
*Right-of-way 75th Terrace N. (lot 31)	28/30/16/93438/000/0310		0.14
5745 75 th Terrace N. (lot 6)	28/30/16/93438/000/0060		0.06
5795 75 th Terrace N. (lot 1)	28/30/16/93438/000/0010		0.04
Subtotal Vacant			1.04
5741 75th Avenue N. (lot 26)	28/30/16/93438/000/0260		0.04
5721 75th Avenue N. (lot 28)	28/30/16/93438/000/0280		0.04
5755 75 th Terrace N. (lot 5)	28/30/16/93438/000/0050		0.06
5795 75 th Terrace N. (lot 1)	28/30/16/93438/000/0010		0.04
Subtotal Developed			0.18
TOTAL			1.22

3. PROPERTY HISTORY AND DESCRIPTION

The Property is located approximately 200 feet north of Park Boulevard (see Exhibit A). The Property supports two previously constructed 830 sf live/work ‘Katrina-like cottages’ located at 5721 and 5741 75th Avenue North, currently owned and managed by the CRA, with a landscaped patio adjoining the two cottages. A temporary use ‘gARTen,’ constructed of recycled material on otherwise vacant land at 5700 75th Terrace North, serves as a gathering space for neighboring residents and businesses. Most parcels included within the Property have been cleared following purchase and demolition of residential structures by the CRA, but retain access to utilities. Three parcels remain with pre-existing residential structures; two with residential houses and a third with a detached garage. Substantial site redevelopment has been completed by the CRA, including utilities upgrades, construction of brick streets, and installation of decorative street lighting.

The area lies at the center of an emerging creative district known informally as the ‘Pinellas Arts Village,’ which extends from 5609 Park Boulevard to the Park Station Building at 5851 Park Boulevard. A Creative District Overlay is planned but has not yet been implemented. Currently designated in the Redevelopment Plan as part of a community ‘Activity Center,’ the Property is adjacent to commercial properties fronting Park Boulevard, and in close proximity to several City-owned and operated facilities including Park Station, City Auditorium, Senior Center, Shuffleboard Courts, Police Station, Davis Field Park, Neighborhood Services Building, and Technical Services Building, as well as the St. Giles II affordable senior housing complex, each with accompanying parking. Additionally, the CRA recently purchased 5805 Park Boulevard along with two contiguous vacant lots fronting 76th Avenue North for future redevelopment purposes.

In the contiguous 5600 Block of Park Boulevard, the CRA owns four commercial properties currently leased for private artist studios and galleries, and an additional artist live work unit has been constructed at 5705 Park Boulevard. Public parking was recently redeveloped in the 5600 Block, and two new public lots constructed in the 5700 Block. A vacant lot in the 5600 Block is currently used to host markets and special events pending development. The district does not currently offer a public gallery or industrial artist work space.

The Property currently has a zoning classification of “MXD” Mixed Use Development and a “CRD” Community Redevelopment District Land Use designation. A major update to the City of Pinellas Park’s Comprehensive Plan, Land Development Code, and CRA Plan is underway to achieve consistency with recently amended Countywide Rules and the Countywide Plan Map, prepare for CRA Renewal in 2020, and update density and intensity standards, future land use designations, zoning districts, uses, and restrictive thresholds.

A Development Agreement signed January 3, 2011 by the United Cottage Corporation, CRA, and City of Pinellas Park (Exhibit B) remains in effect for a period of 20 years unless renegotiated and amended by agreement of the City of Pinellas Park and the Pinellas Park Community Redevelopment Agency. The Development Agreement provides that each lot may be developed with one single-family detached residence that may function as a live work unit, or with a business establishment, limited to the following uses: personal service uses, specialty retail uses, delicatessen, bakery shop, bookstore, child care center (Type I), coffee shop, florist, art gallery,

home occupations, professional office, specialty and/or gift shop, tobacco and newsstand, game or video rental shop or other similar use that, in the judgment of the parties, is low impact and compatible with the neighborhood.

The Agreement permits construction of new structures conforming to a cottage construction style specified in the Agreement. Lots that have been combined through Unity of Title may be separated for development purposes, provided no structures are built over the existing property lines. New construction conforming to the specified architectural style are eligible for a number of variances and waivers specified in the Agreement, including a variance to the minimum required floor area for single family detached residences from 1,000 square feet to 308 square feet; commercial uses require a minimum structure size of 400 square feet. Additional provisions include variances to parking requirements; variances to side yard, rear yard, front yard, and secondary front yard setback requirements; a variance to lot coverage requirements and floor area ratio; a waiver of landscaping requirements; and a waiver to sidewalk installation by individual owners.

Property owners who did not previously elect to become signatories to the Development Agreement may become signatories to the Agreement at any time; new property owners within the area may also become signatories to the Agreement. Six remaining parcels within the block retain private ownership; some have been listed for sale at various times since the signing of the Development Agreement.

The CRA is not aware of any soil or groundwater contamination that may adversely affect development. All asbestos was removed during the demolition process. The CRA does not make any representations or warranties regarding hazardous materials that may be on the site. Respondents shall be required to conduct their own due diligence regarding the aforementioned issues.

4. PROPOSAL REQUIREMENTS

A. Project Vision and Description of Use

The Proposal narrative should describe, in as much detail as possible, how the Property will be developed and utilized, the interest of the Proposer in developing and/or managing the Property, and the vision, theme(s), and objectives of the proposed development. The description should identify all proposed uses to be placed on the Property, and address the following specific elements:

1. Benefit to the Community

- a. Description of how the CRA's prior investment of \$914,316 in acquisition costs would be leveraged to achieve the proposed development.
- b. Description of how the proposed development will contribute to the growth of the emerging creative district while maintaining a close connection to, and compatibility with, the adjacent businesses and residential properties.
- c. Description of significant elements of the development to be open to the general public in order to provide a benefit to the community at large.

- d. Elements included to ensure that the development will provide a visually inviting, pedestrian-oriented environment within the creative district.
- e. Other projected benefits to the City of Pinellas Park, CRA, and/or Pinellas Arts Village.

2. **Project Terms and Conditions.** A narrative description of any general contract terms or conditions, including sale/resale, lease, sublease, or other assignment of rights; financing; or other terms and conditions that may be required by the Proposer in order to achieve the proposed use of the Property as indicated in the Description of Use.

- a. Identification of parcels included in the Proposal.
- b. Proposed terms of purchase or lease net to the CRA, including payment schedule.
- c. Requirements, if any, for project participation, incentives, or special conditions by the CRA or City of Pinellas Park (financial, operational, or other).
- d. For proposed residential development, target market and estimated price points.
- e. Acknowledgment that the Property cannot be pledged as collateral for proposed development.

3. **Program of Operations.** A narrative description of the development and use of the Property for residential, commercial, or nonprofit purposes, including its integration with the emerging arts district as a whole.

- a. A project pro-forma and construction budget.
- b. Confirmed or verifiable sources of funds for construction.
- c. Where applicable, a business plan for ongoing for-profit or nonprofit operations.

4. **Implementation Plan and Schedule.** The Proposal must provide a proposed implementation plan and schedule. Construction is expected to begin within 12 months of execution of development documents.

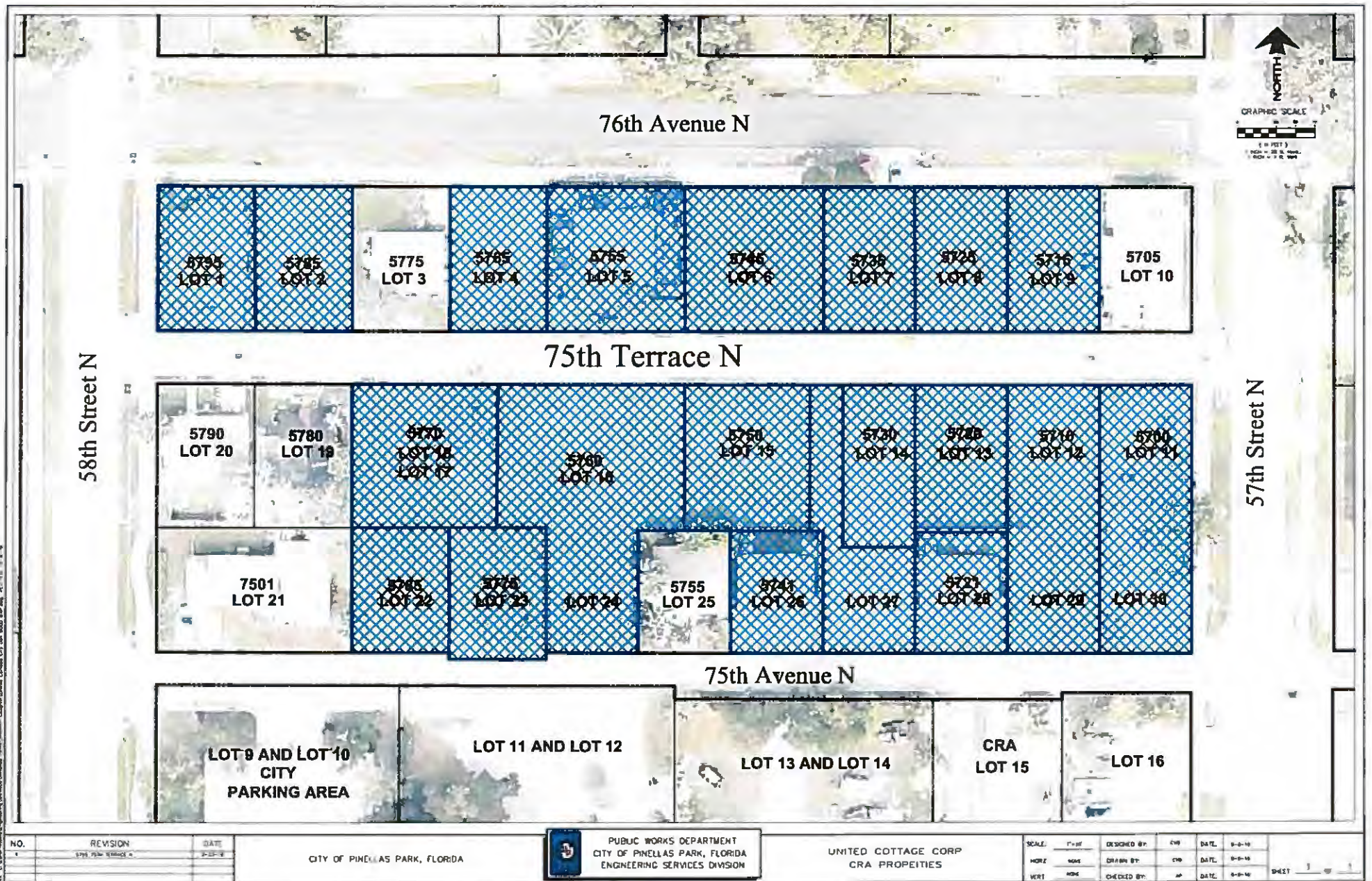
- a. A timeline of project approvals and construction including date specific milestones. Phased projects must include this information for each phase.
- b. A timeline for resale, sublease, and/or occupancy, as applicable, for each proposed use.

B. Conceptual Design. Conceptual designs, preliminary site plans, and/or architectural renderings clearly indicating proposed development and use of the Property. Design documents should provide sufficient detail to allow reviewers to evaluate design of individual elements, consistency with surrounding development, and integration with surrounding development through planned flow of vehicular and pedestrian traffic. The following should be included:

- 1. Consistency of proposed use(s) with current approved Planning and Zoning regulations, and with the Development Agreement (Exhibit B) currently governing

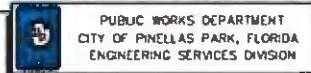
development and use of the Property, or proposed changes, if any, to the Development Agreement, Zoning, or Land Use.

2. Preliminary or conceptual drawings indicating gross square footage, building heights, and floorplans for each proposed use, and demonstrating compliance with commercial building requirements for business uses included in live/work units.
3. Proposed innovations in design and use of space, and features designed to enhance sustainability and/or affordability.
4. Proposed common and/or public areas to be included in construction or site plans.
5. Proposed features designed to enhance a 'village' environment and 'walkability' within the United Cottages neighborhood.
6. Proposed features enhancing pedestrian and vehicular circulation within and connectivity to surrounding development.



NO.	REVISION	DATE
1	5775 75th Terrace N	2-27-2

CITY OF PINELLAS PARK, FLORIDA



PUBLIC WORKS DEPARTMENT
CITY OF PINELLAS PARK, FLORIDA
ENGINEERING SERVICES DIVISION

UNITED COTTAGE CORP
CRA PROPERTIES

SCALE:	1"=20'	DESIGNED BY:	CH	DATE:	2-2-10
NOTE:	NOTE	DRAWN BY:	CH	DATE:	2-2-10
VERT:	NOTE	CHECKED BY:	JP	DATE:	2-2-10
SHEET					1

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as "*Agreement*") is dated this 3rd day of January, 2010, effective as provided in Section 5 of this *Agreement*, and entered into between United Cottage Corporation, a Florida 501(c)3. Corporation, (hereinafter referred to as "*United Cottage Corporation*"), its successors and assigns, and each of the signatories to this *Agreement* owning individual lots or parcels within the area comprising the plat of United Cottage Corporation, as set forth in recital D. below, which unit owners have become parties to this *Agreement* by their execution thereof, as listed and summarized in Exhibit "A" attached hereto and incorporated herein, and with such additional unit owners who from time to time may become parties to this *Agreement* as provided for in this *Agreement*, by the execution of the form contained in Exhibit "E" attached hereto and incorporated herein (hereinafter referred to as "*Owners*"), the City of Pinellas Park, Florida, a political subdivision of the State of Florida acting through its City Council, the governing body thereof (hereinafter referred to as "*City*") and the Pinellas Park Community Redevelopment Agency, a community redevelopment agency located in the City of Pinellas Park, Florida, by and through its Board of Directors.

RECITALS:

- A. Sections 163.3220 – 163.3243, Florida Statutes, which set forth the Florida Local Government Development Agreement Act (hereinafter referred to as "*Act*"), authorizes the *City* to enter into binding Development Agreements with persons having a legal or equitable interest in real property located within the incorporated area of the *City*.
- B. Under Section 163.3223 of the *Act*, the *City* has adopted Section 18-1504.5 "Development Agreements," of the Land Development Code (hereinafter referred to as "*Code*"), establishing procedures and requirements to consider and enter into Development Agreements.
- C. *United Cottage Corporation* is the corporation and association owning the common elements within the plat described in paragraph D. below, which common elements specifically include, but are not necessarily limited to, the street and roadway area, the legal description of which is attached hereto and incorporated herein as Exhibit "B," as well as lots 27 and 28, more particularly described on Exhibit "C" attached hereto and incorporated herein.
- D. *Owners* are some of the individual title holders of the lots bounded by the Plat of United Cottage Corporation, to include *United Cottage Corporation* as the owner of Lot 27 and Lot 28, encompassing approximately 1.567 acres m.o.l. of real property (hereinafter referred to as "*Property*") generally located between 57th and 58th Streets North and between the south right of way line of 76th Avenue North and the north right of way line of 75th Avenue North, more particularly described in Exhibit

"D" attached hereto and made a part hereof, and to include United Cottage Corporation as the owner of the street.

E. The *Property* currently has a land use designation of (CRD) Community Redevelopment District and a zoning classification of "MXD" Mixed Use Development District.

F. *United Cottages Corporation* and *Owners* have requested the *City* to approve variances or waivers to the *Code* as appropriate concerning the following requirements, for all lots whose *Owners* are parties to this *Agreement* as depicted on Exhibit "A", or who subsequently become parties to this *Agreement* by their execution thereof on Exhibit "E":

- 1) A variance to parking requirements from two (2) parking spaces per dwelling unit to zero (0) parking spaces per unit.**
- 2) A variance to parking requirements of the *Code* requirement for any commercial use to zero (0) spaces.**
- 3) Side yard and secondary front yard setback requirements for lots from five (5) feet to four (4) feet.**
- 4) A variance to the front yard setback for all lots from twenty (20) feet to ten (10) feet. For redevelopment purposes the "front yard setback" shall be considered a "build-to" line that will establish a uniform building facade for each block. Stairs or ramps providing access to the finished floor elevations will be permitted to project no more than five (5) feet into the front yard. If necessary for utility relocations or other good purpose the City Manager may adjust the "build-to line" with notification to all affected property owners.**
- 5) A variance to the rear yard setback for all lots from fifteen (15) feet to (10) feet. As in 4 above, the City Manager may adjust the rear yard setback with notification to all affected property owners.**
- 6) A variance to lot coverage requirements from 75% to 90%.**
- 7) A variance to the minimum required floor area for single family detached residences from 1,000 square feet to 308 square feet. Commercial uses shall require a structure size of a minimum of 400 square feet.**
- 8) A variance to floor area ratio for commercial development from .45 to .55**
- 9) A waiver of landscaping requirements in their entirety, provided however, that any open ground areas shall be sodded or sewn for soil stabilization post**

construction and a minimum of one understory tree shall be established on each residential lot.

- 10) A waiver from the requirement that individual Owners would otherwise be required to install sidewalks at their own expense.
- G. The City, Community Redevelopment Agency, United Cottages Corporation and Owners have determined that it would be mutually beneficial to enter into a Development Agreement governing the matters set forth herein and have negotiated this Agreement in accordance with the Code and the Act.
- H. The City and the Community Redevelopment Agency have determined that entering into this Development Agreement is in the best interest of the City and its Community Redevelopment District, by enhancing the objectives of development and redevelopment in the Redevelopment District area.
- I. The City has found that the terms of this Agreement are consistent with the Pinellas Park Comprehensive Plan and the Land Development 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 reference and made a part of this Agreement. Words used in the Agreement without definition that are defined in the Act or in the Code shall have the same meaning in this Agreement as in the Act and the Code.

SECTION 3. AREA AND LOTS SUBJECT TO THIS AGREEMENT.

The real estate subject to this Agreement is the Property of the Owners who are signatories to this Agreement, to include the two lots owned by United Cottage Corporation, and the street area owned by United Cottage Corporation.

In addition, any owners of lots within the plat of *United Cottage Corporation* who do not elect at this time to receive the benefits of or be bound by the terms of this *Agreement* and who therefore do not become parties to this *Agreement* as of its effective date, shall, nevertheless, be allowed to subsequently become parties to this *Agreement*, by entering into the agreement, a copy of which is attached hereto and incorporated herein as Exhibit "E" with the *City* as approved by the City Manager.

SECTION 4. OWNERSHIP.

All lots listed on Exhibit "A" are owned in fee simple by the Owners, with Lot 27 and Lot 28 owned as common elements by *United Cottage Corporation*.

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 not to exceed twenty (20) years.

SECTION 6. DEVELOPMENT RESTRICTIONS.

6.1 Each lot shall be entitled to be developed with one single family detached residence which may function as a live-work unit as defined by the *Code* or, a business establishment limited to the following uses: personal service uses, specialty retail uses, delicatessen, bakery shop, bookstore, child care center, (Type I), coffee shop, florist, art gallery, home occupations, professional office, specialty and/or gift shop, tobacco and newstand, game or video rental shop or other similar use that, in the judgement of the City Manager, is low impact and compatible with the neighborhood.

6.2 Lots that have been previously combined by Unity of Title for development purposes may be separated for redevelopment purposes as provided either in the Unity of Title Covenant or as provided in the Land Development Code, provided no structures are built over the existing property lines.

6.3 Commercial signage shall be limited to one projecting or wall sign, with a maximum of 24 square inches of text or illustration on each side.

SECTION 7. BINDING OBLIGATIONS OF THE OWNERS AND UNITED COTTAGE CORPORATION.

7.1 The obligations under this *Agreement* shall be binding upon *United Cottage Corporation* and the Owners, their heirs, successors or assigns.

7.2 *United Cottage Corporation* and Owners shall deed to the *City*, by Warranty Deed, all of its right, title and interest in the private street identified as 75th Terrace, the legal

description of which is attached hereto and incorporated herein as Exhibit "B." Such transfer shall be accomplished immediately upon the execution of this Agreement and the reinstatement of the corporation *United Cottage Corporation*.

7.3 At the time of any redevelopment of any of the lots whose owners are parties to this Agreement, the Owners will submit such applications and documentation as are required by law and shall comply with the City's Code applicable at the time of development review, except for those items enumerated in recital F. above. The Owners shall be entitled to redevelopment with all of the variances and/or waivers listed in recital F. above. All structures shall comply with the Florida Building Code.

7.4 All existing single family detached structures are nonconforming uses and structures in the MXD Zoning District. Any expansion of said structures shall require review and approval by the Community Redevelopment Agency as is currently required by Code.

7.5 Upon demolition of existing primary structures, Owners shall apply and be permitted by the City to construct Katrina-like cottages similar to those examples provided in Exhibit "F" attached hereto and incorporated herein. The City Manager or his designee shall review architectural elevation drawings to confirm that the structure which is the subject of a building permit application comports with the Katrina-like architectural style as demonstrated in Exhibit "F." In addition and prior to the issuance of said certificate of occupancy, Owners shall install continuous skirting on and around the new structures, from finished grade to the bottom-most structural member, in order to inhibit access by vermin and pests. Small, removable sections of skirting are permissible for ease of access for maintenance. The variances and/or waivers granted herein shall only apply to those lots on which Katrina-like cottages are constructed.

7.6 *United Cottage Corporation* and Owners shall convey to City a 5-foot utility easement for each lot fronting on 75th Terrace for the purpose of underground installation of electric or other utilities and to include any above ground transformers or other items that may be necessary.

7.7 All signatories to this Agreement, as members of the surviving Board of Directors of *United Cottage Corporation* or as Owners of individual lots in *United Cottages* and *United Cottage Corporation*, and members of such association and shareholders of such corporation, and representing the majority in interest of the shareholders of *United Cottage Corporation*, individually and on behalf of such corporation, agree to take such steps as necessary to reinstate *United Cottage Corporation* with the Florida Secretary of State as an active corporate entity in the State of Florida. *United Cottage Corporation* and the individual signatories to this Agreement all agree that *United Cottage Corporation* shall enact whatever corporate resolutions or other motions that may be necessary or required to effectuate the purpose of this Agreement, to include the enactment and recording of any deed restrictions or the transfer of any real estate.

7.8 As to Lot 27 and Lot 28, legally described on Exhibit "C," *United Cottage Corporation* agrees that deed restrictions, acceptable to the City, shall, immediately upon the effective date of this Agreement, be imposed on such lots to require that any existing structures on such lots are immediately demolished, and that such lots are, within a period of six months of the effective date of this Agreement, sold and/or developed (defined as by obtaining building/development permits) for the construction of Katrina-like cottages similar to those provided in Exhibit "F," with completion of such Katrina-like cottages (as defined by receipt of a Certificate of Occupancy for use of such cottages) being accomplished within 18 months of the effective date of this Agreement. In the event such lots are not sold and/or developed within six months from the effective date of this Agreement, or construction is not completed, as defined herein, within 18 months of the effective date of this Agreement, then such lots shall be conveyed by *United Cottage Corporation* or the then current Owners to the City. In the event such lots are transferred to the City, the City shall reimburse any individual who has paid property taxes on such lots during the past ten (10) years (other than *United Cottage Corporation*) for the amount of property taxes paid.

7.9 The Owners of all lots agree that parking on the grass of such lots shall be prohibited. Parking shall be permitted on turfblock, pavers or other pervious or impervious type surface that provides a stabilized weight bearing surface to maintain the aesthetic qualities of the community.

7.10 The Owners of all lots agree to allow the City to install, at its expense and if it so desires, uniform street address signage on each lot or on the structure on each lot.

7.11 The conditions and requirements of this Agreement, pursuant to this Agreement or by deed restrictions enacted and recorded, may only be released or modified upon the approval of the City Council of the City of Pinellas Park and the Board of Directors of the *Pinellas Park Community Redevelopment Agency*.

SECTION 8. BINDING OBLIGATIONS OF THE CITY.

8.1 The City shall promptly review site, construction plans and license applications for the Property, as the case may be, that are consistent with the Comprehensive Plan, the Code of Ordinances, Land Development Code, Florida Building Code and this Agreement.

8.2 The City shall inspect existing underground utilities for sanitary sewerage, potable water and reclaimed water service, make improvements where deemed necessary, and shall accept maintenance responsibility for said services in perpetuity.

8.3 The City shall construct, at its expense, necessary improvements to the streets conveyed to the City by *United Cottages Corporation* and Owners, including stormwater drainage, and shall cause such street to be designated for one-way traffic.

8.4 The City shall, at its expense, establish underground electrical service throughout the Property, to include the installation of any transformers or other above ground fixtures in the easement areas provided for herein.

8.5 The City shall pay the cost for the Florida Secretary of State for the reinstatement fees necessary and appropriate in order to have the corporation, *United Colleges Corporation*, be reinstated and brought current and up to date, in order that such corporation can effectuate the transfers contemplated herein.

8.6 The City shall allow any signatory to this Agreement, at the time of its inception and including those who subsequently become parties to this Agreement by execution of the form set forth as Exhibit "E" herein, to develop or redevelop their lots with the variances and/or waivers as set forth in Recital F. above.

8.7 The location of mail receptacles shall be as ultimately determined by the United States Postal Service (USPS). If required, the City shall install a central mail kiosk for the residents/tenants of the subdivision on property owned by the City and developed as a parking lot generally located north of Park Boulevard and east of 58th Street.

8.8 The residents/tenants of the subdivision and their visitors/patrons shall be permitted to park operable, licensed vehicles on the City's parking lot generally located north of Park Boulevard and east of 58th Street for short term and overnight parking, but not for long term storage of vehicles.

SECTION 9. PUBLIC FACILITIES TO SERVE DEVELOPMENT.

Public facilities are adequate and available to serve the needs of the subdivision, and service will not result in a decline of service as established by the City's Comprehensive Plan.

SECTION 10. REQUIRED LOCAL GOVERNMENT PERMITS.

The required City development permits for redevelopment of the Property may include, without limitation, the following:

- A) Site plan approvals and associated utility licenses and engineering permits;
- B) Construction Plan approval(s), (site, engineering and architectural)
- C) Payment of Pinellas County transportation impact fees which are administered through the City. Each lot shall be vested for the impact of a single family detached residence. Any lot to be developed with a commercial use shall be liable for the difference between the fee for a single family detached residence and the established fee for the proposed commercial

development within the Community Redevelopment Area, as may be amended from time to time.

- D) Building permits.
- E) Certificates of occupancy.
- F) Business Tax Receipts as required for commercial land uses.

SECTION 11. CONSISTENCY.

The City finds that redevelopment of the *Property* is consistent with the terms of this *Agreement* which is consistent with the City of Pinellas Park Comprehensive Plan and Community Redevelopment Plan.

SECTION 12. TERMINATION.

If Owners' obligations set forth in this *Agreement* are not followed in a timely manner, as determined by the City Manager, after notice to Owners and an opportunity to be heard, existing permits shall be administratively suspended and issuance of new permits suspended until Owner has fulfilled its obligations. Failure to timely fulfill its obligations may serve as a basis for termination of this *Agreement* by the City, at the discretion of the City and after notice to Owner and an opportunity to be heard.

SECTION 13. ADDITIONAL TERMS AND CONDITIONS.

Except in the case of termination, until twenty (20) years after the date of this *Agreement*, the *Property* shall not be subject to subsequently adopted laws and policies unless:

- A) They are not in conflict with the laws and policies governing this *Agreement* and do not prevent development of the land uses, intensities, or densities in the *Agreement*;
- B) Substantial changes have occurred in pertinent conditions existing at the time of approval of this *Agreement*; or
- C) They are essential to the public health, safety, or welfare, and expressly state that they shall apply to the development that is subject to a development agreement;
- D) They are specifically anticipated and provided for in this *Agreement*;
- E) The City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this *Agreement*;

- F) This *Agreement* is based on substantially inaccurate information provided by the Owners.

SECTION 14. COMPLIANCE WITH LAW.

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

SECTION 15. 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 City:

Michael Gustafson, City Manager
City of Pinellas Park
5141 78th Avenue North
Pinellas Park, Florida 33781

With copy to:

James W. Denhardt, City Attorney
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713

If to *United Cottage Corporation*: United Cottage Corporation
c/o Nancy Hawkins
7751 58th Street
Pinellas Park, Florida 33781

If to any individual Owner:

Addressed to the Owner as depicted on Exhibit "A" attached hereto and incorporated herein, or to the then current owner of any such lot, as reflected by the Pinellas County Property Appraiser's records

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 16. RIGHT TO CURE.

United Cottage Corporation and Owners will not be deemed to have failed to comply with the terms of this *Agreement* until *United Cottage Corporation and Owners* shall have received notice from the *City* 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 City Manager, reasonably exercised.

SECTION 17. MINOR NON-COMPLIANCE.

United Cottage Corporation and Owners 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 18. 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 the redevelopment of the *Property*, however, nothing herein shall be construed as to require any individual lot owner to redevelop and each existing developed lot may continue as a legally established nonconforming lot subject to Section 18-1504.11 Nonconforming Lots.

SECTION 19. 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 20. 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 21. 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 22. 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 Owners includes Owner's successors or assigns. This Agreement was the production of negotiations between representatives for the City and Owners 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 23. 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 24. 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 25. COUNTERPARTS.

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

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

Signed, sealed and delivered
in the presence of:

Sign

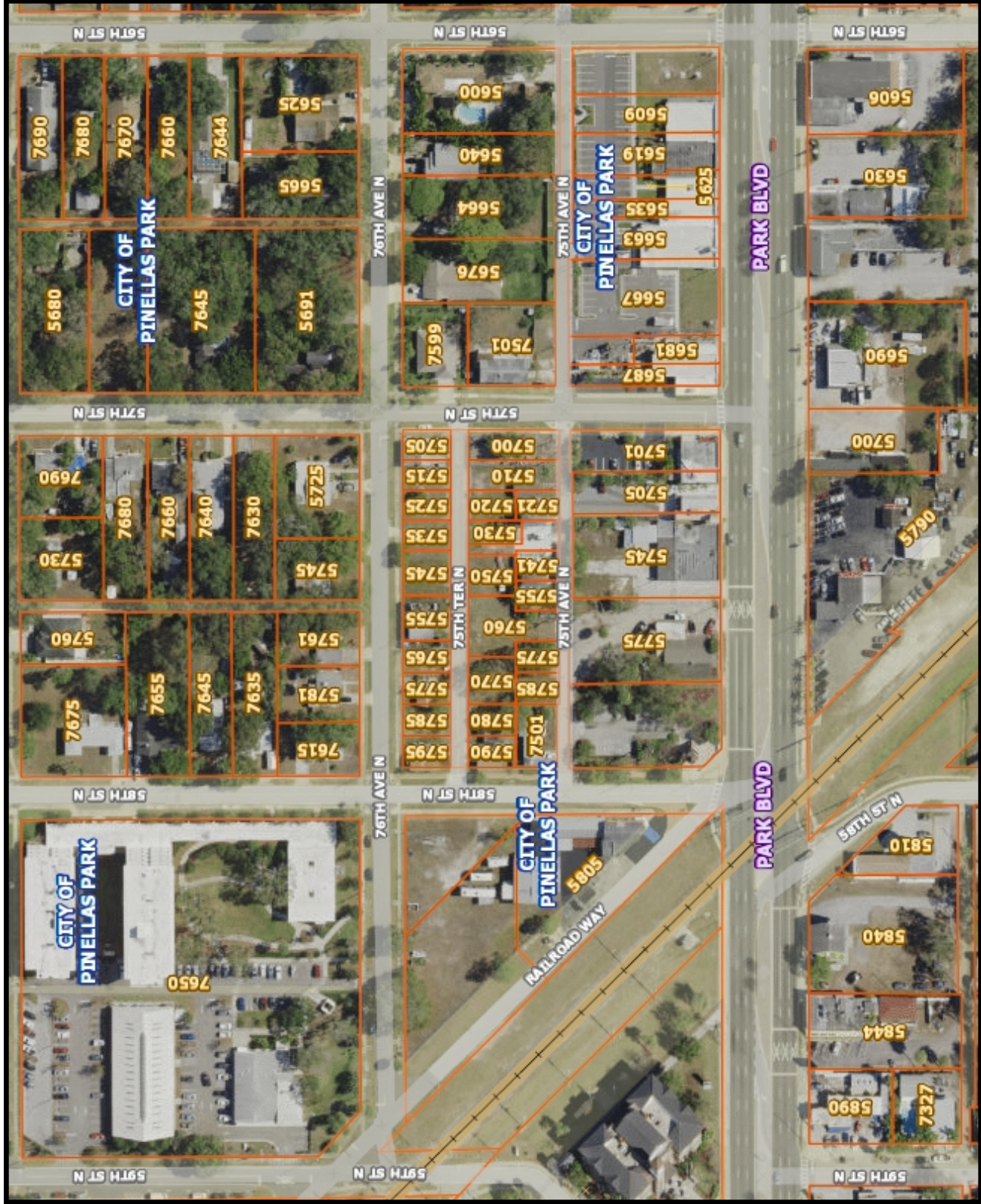
United Cottages Corporation

By: _____
Nancy Hawkins, President

Aerial Map

Legend

- Master Address Points
- CSX Railroad Lines
- Centerlines
- Private Roads
- Pinellas Park
- Medical District
- Community Redevelopment Area
- Rights of Way
- Recent Activity
- Neighboring Cities
- Town of Kenneth City
- City of Largo
- City of Seminole
- City of St. Petersburg
- Unincorporated
- Parcel Lines



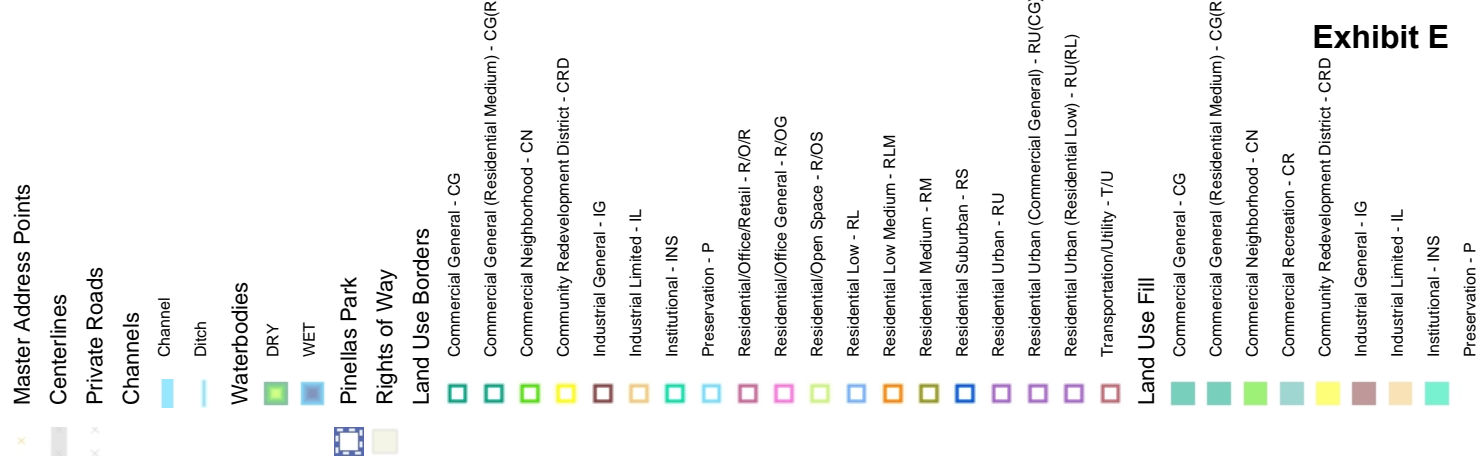
Notes:

1: 2,257

188.1 0 94.04 188.1 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

Legend



1:1,128

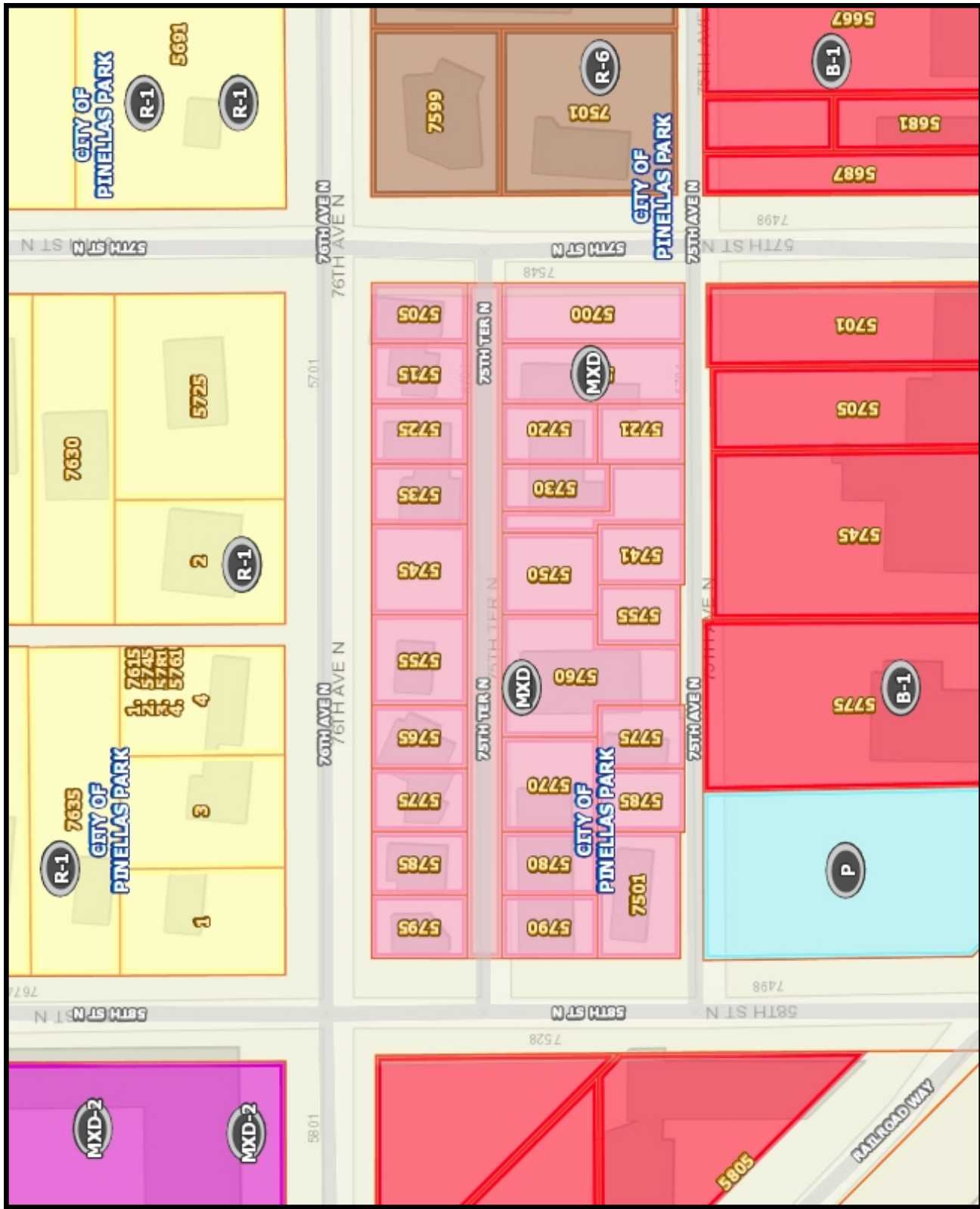


Zoning Map

Legend

- Master Address Points
- Centerlines
- Private Roads
- Pinellas Park
- Medical District
- Community Redevelopment Area
- Rights of Way
- Zoning Borders
- General Commercial - B-1
- Heavy Commercial - CH
- Commercial Neighborhood - CN
- Commercial Planned Unit Development - CPUD
- Farm - F
- General Office - GO
- Heavy Industrial - IH
- Industrial Planned Unit Development - IPUD
- Light Industrial - M-1
- Residential / Office / Retail - ROR
- Mixed Use Development - MXD
- Mixed Unit Development - MXD-2
- Open Space - O/S
- Public - P
- Preservation - PRES.
- Single Family Residential - R-1
- Single Family Residential - R-2
- Single Family Residential - R-3
- Duplex Residential - R-4
- Multifamily Residential - R-5
- Multifamily Residential/Commercial - R-6
- Single Family Residential Estate - R-E
- Residential Planned Unit Development - RPUD
- Rural Residential - RR
- Mobile Home Subdivision - T-1
- Mobile Home Park - T-2
- Town Center - TC
- Zoning Fill
- General Commercial - B-1
- Heavy Commercial - CH
- Commercial Neighborhood - CN
- Commercial Planned Unit Development - CPUD
- Farm - F

Exhibit F



Notes:



1: 1,128

94.0 Feet

47.02

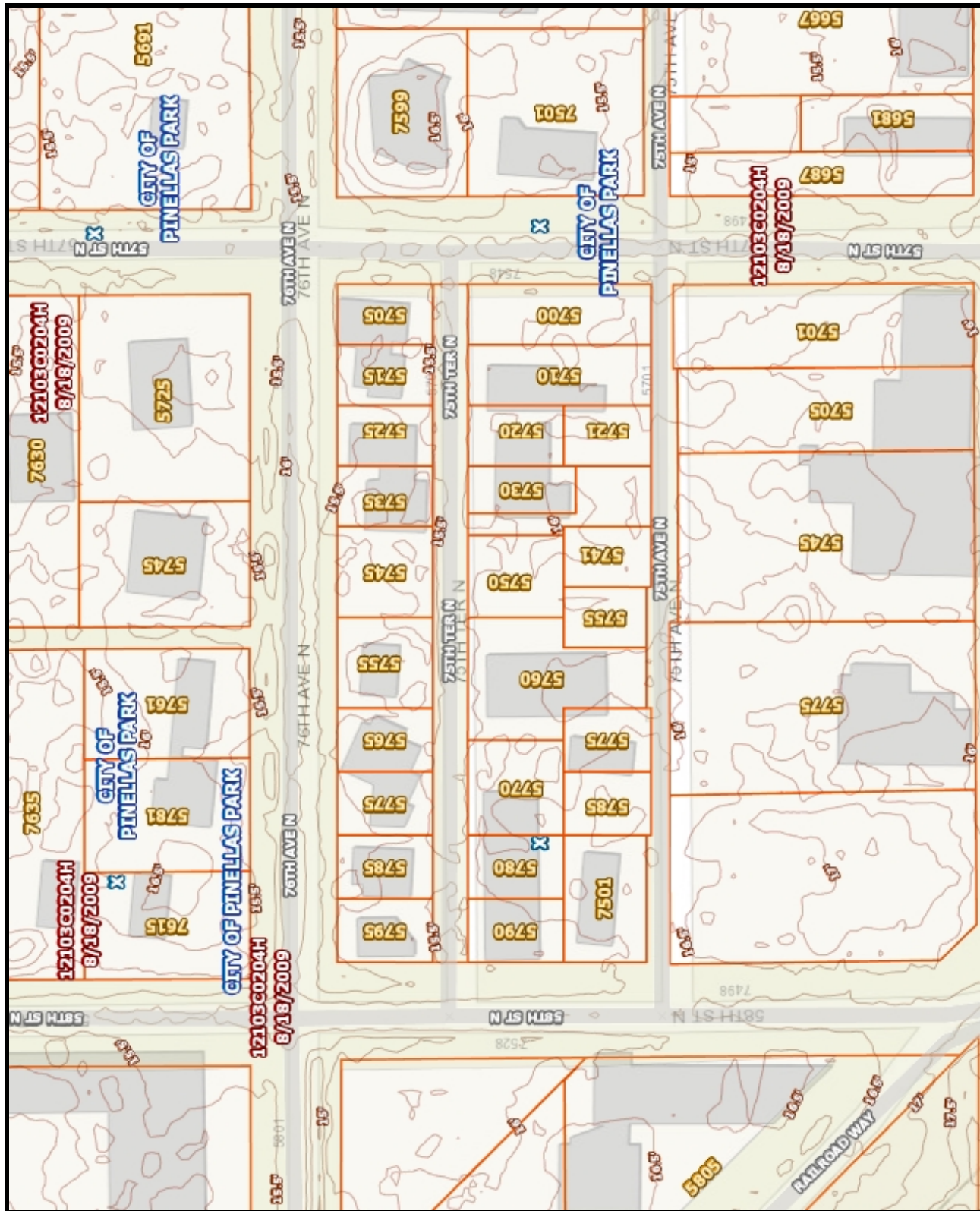
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94.0

WGS_1984_Web_Mercator_Auxiliary_Sphere

Legend

- Master Address Points
- Centerlines
- Private Roads
- Topographic Information
- Pinellas Park
- Rights of Way
- Letter of Map Amendment
- Cross Sections
- Hydraulic Structures
- Bridge
- Culvert
- Weir
- Wing Wall
- Base Flood Elevation
- Letter of Map Revision
- FIRM Panels
- Flood Hazard Lines
- LIMIT LINES
- SFHA / FLOOD ZONE BOUNDARY
- Flood Hazard Areas
- <all other values>
- 1% Annual Chance Flood Hazard (A, AE)
- 0.2% Annual Chance Flood Hazard (X)
- Area of Minimal Flood Hazard (X)
- Floodway (AE)
- Parcel Lines



Notes:



1:1,128

Feet



Site Photos









