

## REQUEST FOR LETTERS OF INTEREST REDEVELOPMENT OF 5805 PARK BOULEVARD



**Release Date:** October 25, 2019

**Due Date:** November 27, 2019 at 5:00 PM

### **Request for Letters of Interest**

The Pinellas Park Community Redevelopment Agency (CRA) is soliciting Letters of Interest (LOIs) for the redevelopment of 5805 Park Boulevard. The property was a strategic acquisition made by the CRA for redevelopment purposes. Located within the City's emerging Creative District and in close proximity to the future City Center, the property presents a catalytic development opportunity. Significant public investment is being made by the City and CRA as part of the master plan for the City Center. Planned enhancements to the area include major infrastructure improvements and increased amenities. The future use of the property should have features that attract the general public and demonstrate a connection to and compatibility with the Creative District and City Center.

The CRA would like to gauge if there is any interest by the private sector in adaptive reuse or redevelopment of the property. LOIs are being sought to help determine the type and extent of interest in the redevelopment of the property, provide opportunities for interested

parties to identify other entities that may be interested in participating as tenants or co-developers, and to potentially inform the preparation and issuance of a Request for Proposal (RFP), if warranted.

### **General Property Description**

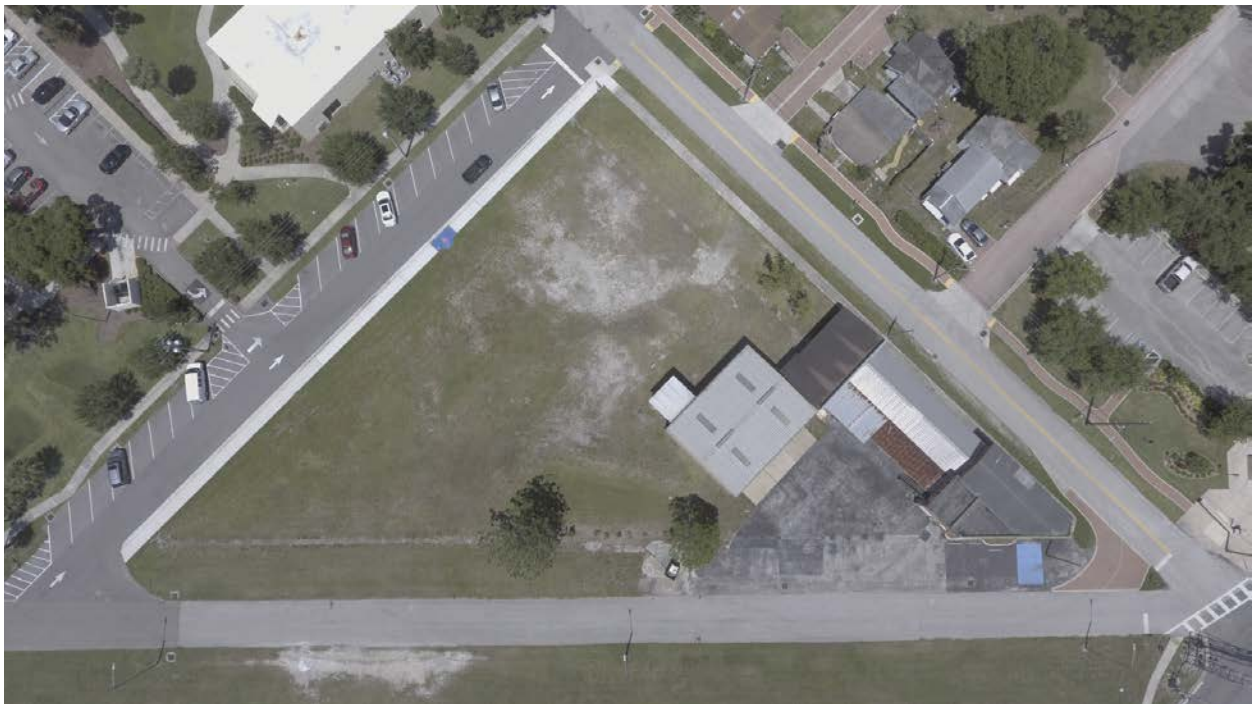
**Address:** 5805 Park Boulevard (28-30-16-71064-015-0040)

**Location:** Southwest corner of the intersection of 76<sup>th</sup> Avenue and 58<sup>th</sup> Street

**Total Property Size:** 1.5 acres M.O.L.

**Zoning:** “B-1” General Commercial Zoning District

**Land Use:** “CRD” Community Redevelopment District



The subject property consists of one two-story and three single-story structures, which are currently unoccupied. Total acreage of the property includes .53 acres of Railroad Avenue which was recently vacated north of Park Boulevard and west of 58<sup>th</sup> Street. Water, sewer and reclaimed water are available to the site. A map of the site is available here: [link to map](#).

The Future Land Use Designation of the property is “CRD” Community Redevelopment District. The Zoning Designation of the property is “B-1” General Commercial. While there’s an abundance of allowable uses in B-1 Zoning District, the CRA Board has opted to restrict any type of automotive oriented use (such as auto repair or auto sales) on the subject property.

A complete list of the permitted and conditional uses is available here:

[https://library.municode.com/fl/pinellas\\_park/codes/land\\_development\\_code?nodeId=C\\_H18LADECO\\_AR15.ZO\\_S18-1520GECODI](https://library.municode.com/fl/pinellas_park/codes/land_development_code?nodeId=C_H18LADECO_AR15.ZO_S18-1520GECODI)



The south office building facing Park Boulevard is an iconic landmark in the community. The CRA wishes to retain the iconic look by either preserving the existing triangular shaped façade or replicating the triangular shaped architectural design building for proposed new construction.

**5805 PARK BOULEVARD  
FACILITY SUMMARY**

<b>BUILDING</b>	<b>YEAR BUILT</b>	<b>SQUARE FOOTAGE</b>
South Office Building (two-stories)	1952	2,544
Center Warehouse Building	1950	1,844
Northeast Warehouse Building	1991	800
Northwest Warehouse Building	1992	2,182

A Property Condition Assessment was completed by GLE Associates, Inc. in January 2019 to review the condition of the facility, evaluate major building components and provide a general estimate of future needs. The report concluded that substantial renovations of the existing buildings may be necessary depending on the type of future use. The complete report is available here: [link to PCA](#).

**Community Redevelopment Plan**

The CRA is in the process of updating the Community Redevelopment Plan, which outlines several goals to revitalize the City Center. Strategies include adaptive reuse of existing buildings, increasing walkability and access to transit, as well as encouraging new businesses to attract residents and visitors. The Plan can be viewed here: <https://www.pinellas-park.com/DocumentCenter/View/4949/Community-Redevelopment-Plan?bidId=>. Any proposed redevelopment of the property must be consistent with the Plan.

**Redevelopment Grants and Incentives**

The property is located in the City's Community Redevelopment District, which is governed by the CRA. The CRA provides a vehicle for financing improvements within the

District, and the CRA would consider incentives for projects that provide catalytic change and are aligned with the CRA's vision, goals and objectives as outlined in the Plan.

Ultimately, the goal of the lease or sale of this property to other entities is to create a financially sustainable future, which will require no City or CRA funds for future operating and maintenance expenses. The CRA currently has façade grants available and limited funds for environmental remediation.

### **Submittal Requirements and Process**

Letters of Interest will provide the CRA with the ability to better understand the type and level of interest in this property and will provide input to the CRA on possible reuse scenarios or considerations.

#### **Submittal Components:**

1. Identification – Please identify the responding entity. Specify the type of business submitting the LOI (e.g. sole proprietorship, partnership, not-for-profit, corporation, etc.)
2. Contact information – Please provide the contact name, address, telephone number, and email of the responding entity.
3. Basis of interest – A narrative description of the overall plan and future use of the property, including community access to and use of the property. Please describe the intended use, parking needs and desired changes to the site and/or buildings.
4. Financial information – Do you anticipate requesting either a long-term lease or a sale of the premises? Please describe how the proposed reuse will cover all associated ongoing operating and maintenance costs. Do you anticipate a request for public funding to support the redevelopment of the site/building?
5. Relevant experience – Please furnish information regarding the entity's experience with adaptive reuse of buildings and/or the proposed use(s).

#### **Additional Information:**

Please include any additional information which the responding entity considers pertinent for consideration of the Letter of Interest, such as:

- Conceptual or schematic designs for use of the property
- Preliminary or conceptual plan showing gross square footage, building heights, etc.
- A preliminary business plan, including pro forma capital and operating budgets indicating sources of revenues and required expenditures, over an extended period of years from commencement



- General timeframes for improvement, development and/or occupancy of the property

### **Schedule and Process**

Site visits will be available after **October 28, 2019** and can be scheduled by contacting:

Laura Canary

CRA Manager

(727) 369-5613

[lc Canary@pinellas-park.com](mailto:lc Canary@pinellas-park.com)

Letters of Interest are due no later than **Wednesday, November 27, 2019** at 5:00 PM.

**Electronic submittals are strongly preferred.** To submit Letters of Interest, please email one (1) electronic copy in PDF format to [lc Canary@pinellas-park.com](mailto:lc Canary@pinellas-park.com).

If the responding entity is unable to submit electronically, please mail the Letter of Interest to:

**Pinellas Park Community Redevelopment Agency**

**Laura Canary, CRA Manager**

**P.O. Box 1100**

**Pinellas Park, FL 33780**

The CRA will acknowledge the receipt of all LOIs. After the review period, the CRA will notify all interested entities if a RFP for the site will be released.

Depending on the number of and the contents of the LOIs that are submitted to the CRA, as well as, the comments and suggestions received by the CRA Board, the CRA Board may establish a Review Committee to evaluate the Letters of Interest and will determine the appropriate process for additional public comments.

After receipt of additional public input regarding the Letters of Interest, the CRA may issue a RFP, or other invitation for a specific use or possible group of uses, and take any other action determined by the CRA to be in the best interest, or to take no action. Receipt and

acknowledgement of any LOI does not imply or provide the interested party with any right or interest in the property or expectation of any on the part of the CRA.

Mastry's Brewing Co. LLC  
7701 Blind Pass Rd.  
St. Pete Beach, FL 33706

November 26, 2019  
Pinellas Park Community Redevelopment Agency  
P.O. Box 1100  
Pinellas Park, Florida 33780  
[icanary@pinellas-park.com](mailto:icanary@pinellas-park.com)

From:

Matthew Dahm Founder/CEO  
Mastry's Brewing Co.  
7701 Blind Pass Rd.  
St. Pete Beach, FL 33706  
[Matt@Mastrysbrewingco.com](mailto:Matt@Mastrysbrewingco.com)  
727-452-0378



Robert Czystczon  
Plaza Beach Resort  
4506 Gulf Blvd (5.33 mi)  
St. Pete Beach, Florida 33706  
[robert@plazabeach.com](mailto:robert@plazabeach.com)  
727-656-9345



Attention: Laura Canary

**Re: 5805 Park Boulevard RLOI**

**Per the Pinellas Park request for letter of intent regarding the redevelopment of 5805 Park Boulevard Letter of Intent, we are happy to provide you with a general layout design and concept for the future development and use of the property.**

## Executive Summary

The site development plan and use of 5805 Park Boulevard is the brainchild of the founder/Owners/Operators of the Mastry's Brewing Co. and Plaza Beach Resorts.

The vision for the 5805 Park Boulevard site will feature a diverse mixed-use layout that will encompass a combination of art, hospitality and entertainment that will bring a new captivating and welcoming focus in the heart of the Pinellas Park community.

The site will not only include the large modern building development and indoor renovations, which will bring new liveliness to a timeless site, but will also include new outdoor features that will highlight the vibrance



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brought on by the Florida seasons. Outdoor features would include items such as, but not limited to, a potential food truck garden, covered seating featuring a patio and recreational activities, including a stage for live entertainment all of which are just steps from the City of Pinellas Park sporting complexes, residential and art community growing in the Pinellas Park community. The new site development will feature an anchor tenant of a microbrewery, where customers will be able to observe, taste and experience the art and craft that goes into the independent beer manufacturing process.

## Business Background

### Micro-Brewery – Mastry's Brewing Co.



The Microbrewery will be managed by Mastry's Brewing Co. Mastry's Brewing Co. is a privately-owned company that is managed by the sole-managing member, Matthew C. Dahm. Mastry's Brewing Co. seeks to expand and further produce high quality, fresh beer for the local market while increasing the customer experience in the tasting room and further pushing product through distribution into the state market. Mastry's Brewing Co. is currently located at 7701 Blind Pass Rd, St. Pete Beach, FL 33706, in a former auto garage/service station building that has been fully restored into a boutique brewery and tasting room. Mastry's has 15+ taps with rotating beers and is in distribution with five core beers. Mastry's continuously develops new flavors to rotate in production. In addition to beer sales, through Mastry's Brewing Co.'s tap room, other productive offerings available for purchase include wine, cider, cigars and Mastry's branded merchandise, such as t-shirts/clothing, hats and glassware. The Brewery produces beer with a 5 barrel (bbl) stainless steel 2 vessel brewing system. The

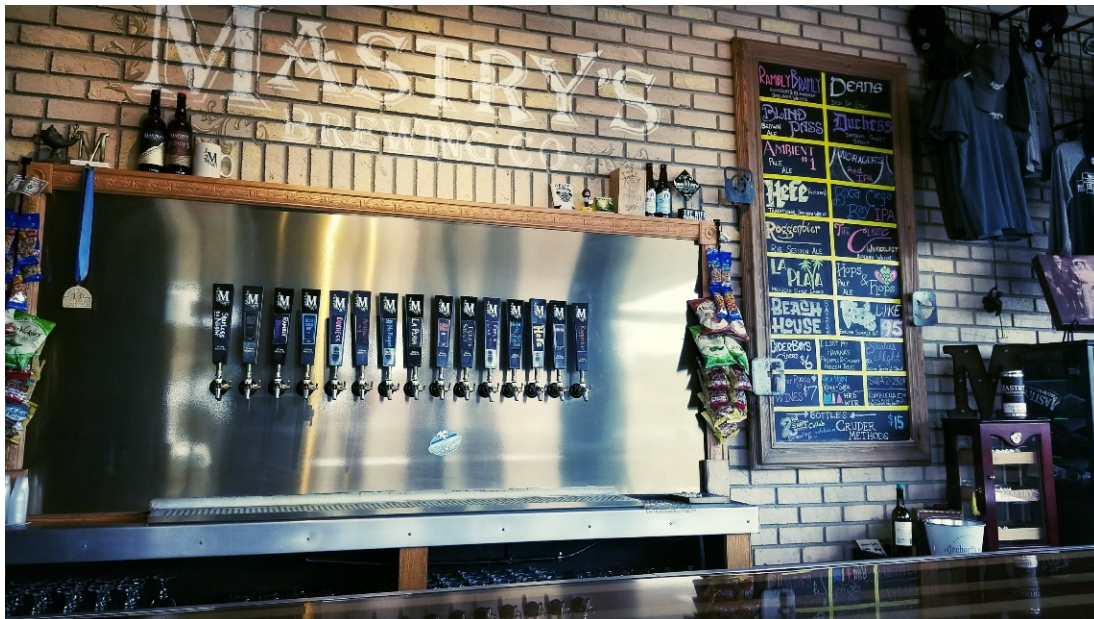
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
production capacity of the 5 barrel brewing system is approximately 1,100 barrels a year. In the first year of operation, the brewery had a production of nearly 500 barrels with 100% of its sales through the tasting room. With the increased tasting room sales and addition of distribution for 2018, the brewery production grew by 20% and is on track for an additional 20% of growth for 2019. Matthew Dahm, the founder and CEO, is responsible for the overall implementation of the plan of action and the daily operation of the Mastry's Brewing Co. Mastry's Brewing Co. currently produces beer in kegs and package cans/bottles for selling through the onsite tasting room and for distribution in wholesale to the licensed liquor retail market.





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Mastry's Brewing Co. was founded in 2014 as a brew-pub operating out of CD Romas, a family-owned restaurant. In 2016, the operations were expanded, and now Mastry's Brewing is proud to be the first craft brewery and tasting room on St. Pete Beach. Taking traditional styles and combining influences from exotic locales, Mastry's Brewing is elevating the beach beer experience. With selections like JMC, a chocolate coffee porter, and the wildly popular, gold-medal winning Hefeweizen, locals and visitors continue coming back for more. 

Matthew and Danie are Florida natives and were inspired by their hardworking and entrepreneurial parents who built their own businesses from the ground up. Matthew is a 3rd generation Mastry, a huge family who has had

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its roots in St. Petersburg since the late nineteenth century. The couple wanted to honor this family history, and particularly Matthew's grandmother, Juliet, so they chose it as the namesake for their brewery.

Avid craft beer fans, they began their own craft beer endeavor when Matthew began home-brewing on weekends while Danie worked on her doctorate. Matthew and Danie are passionate about beer and contributing to the local St. Pete and St. Pete Beach community.

## Hotel – Plaza Beach Resorts

Each hotel is home to award-winning accommodations, exceptional guest services, unique island flavor and charm you'll only find on a Florida Gulf Coast get-away.



Family owned and operated since 1988, our collection of beach and waterfront resorts are characterized by



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small-by-design, family-focused lodging - that means plenty of space and a variety of amenities at a real value. Our staff is passionate about Florida beach travel, and we are committed to going above and beyond to see that your family has a fun, relaxing, and rejuvenating stay with us in the St. Pete area!



We invite you to explore all three Plaza Beach Resorts locations when planning your trip: Plaza Beach Hotel - Beachfront Resort, Bay Palms Waterfront Resort & Marina, and Bayview Plaza Waterfront Resort. While each resort offers its own experience, keep in mind that all resorts are within easy walking distance of each other - and you'll enjoy full access to amenities at all Plaza Beach Resorts locations, no matter where you stay!

Robert Czyszczon has been a Pinellas County resident since 1988. Robert has a bachelor's degree in Hotel and Restaurant Management from Lynn University. He worked for two of the most prestigious resorts in Florida, The Riz-Carlton West Palm Beach and the Boca Raton Resort and Club, a Waldorf Astoria Resort. Robert has extensive knowledge of hotel renovations, restaurant construction, and design. He has successfully turned multiple businesses around and redeveloped parcels for better use. Currently, Robert is the President and CEO of the Plaza Beach Resorts on St Pete Beach, a collection of three award-winning boutique resorts. He also owns a Dunkin Donuts/Basket Robbins on St Pete Beach, several homes and apartment units in Pinellas, and is

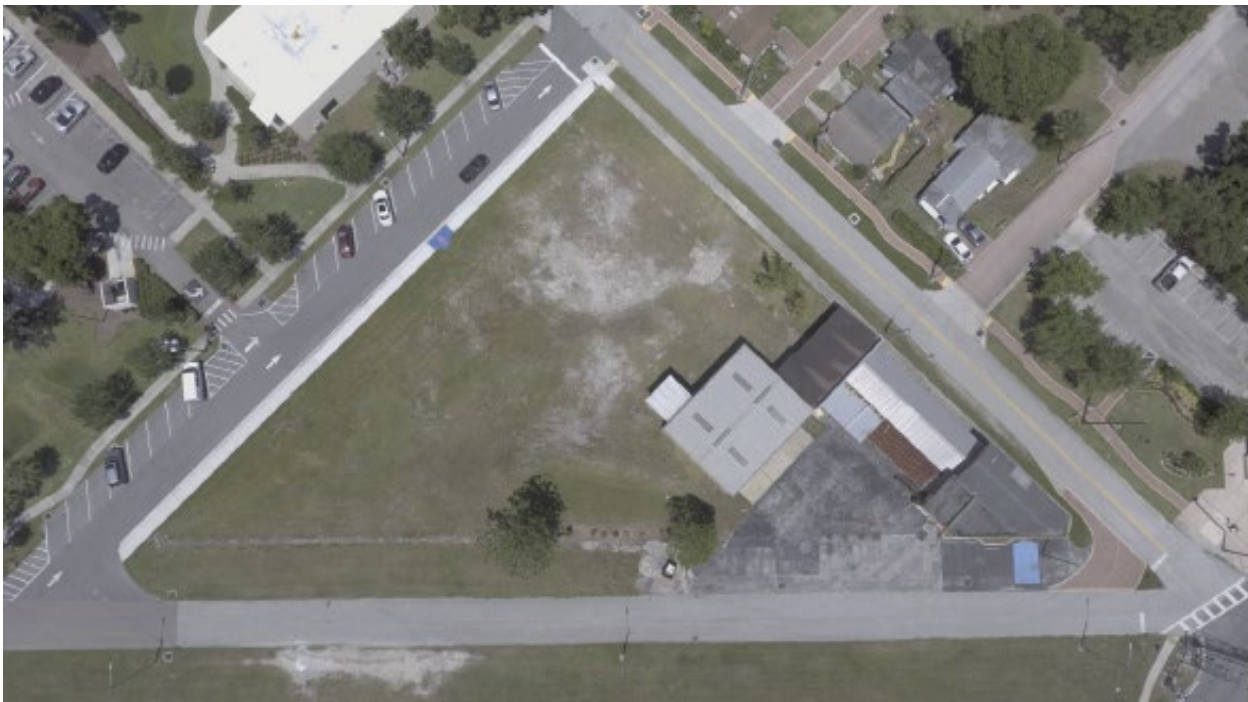
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partners in two DATZ locations, St Petersburg and Riverview (opening Jan2020). Robert has been married to his beautiful wife for 16 years, they have two amazing children, and they are all very involved in their community and church.

## Existing Land and Structures



*Figure 1 Existing Structures*



*Figure 2 Arial View*



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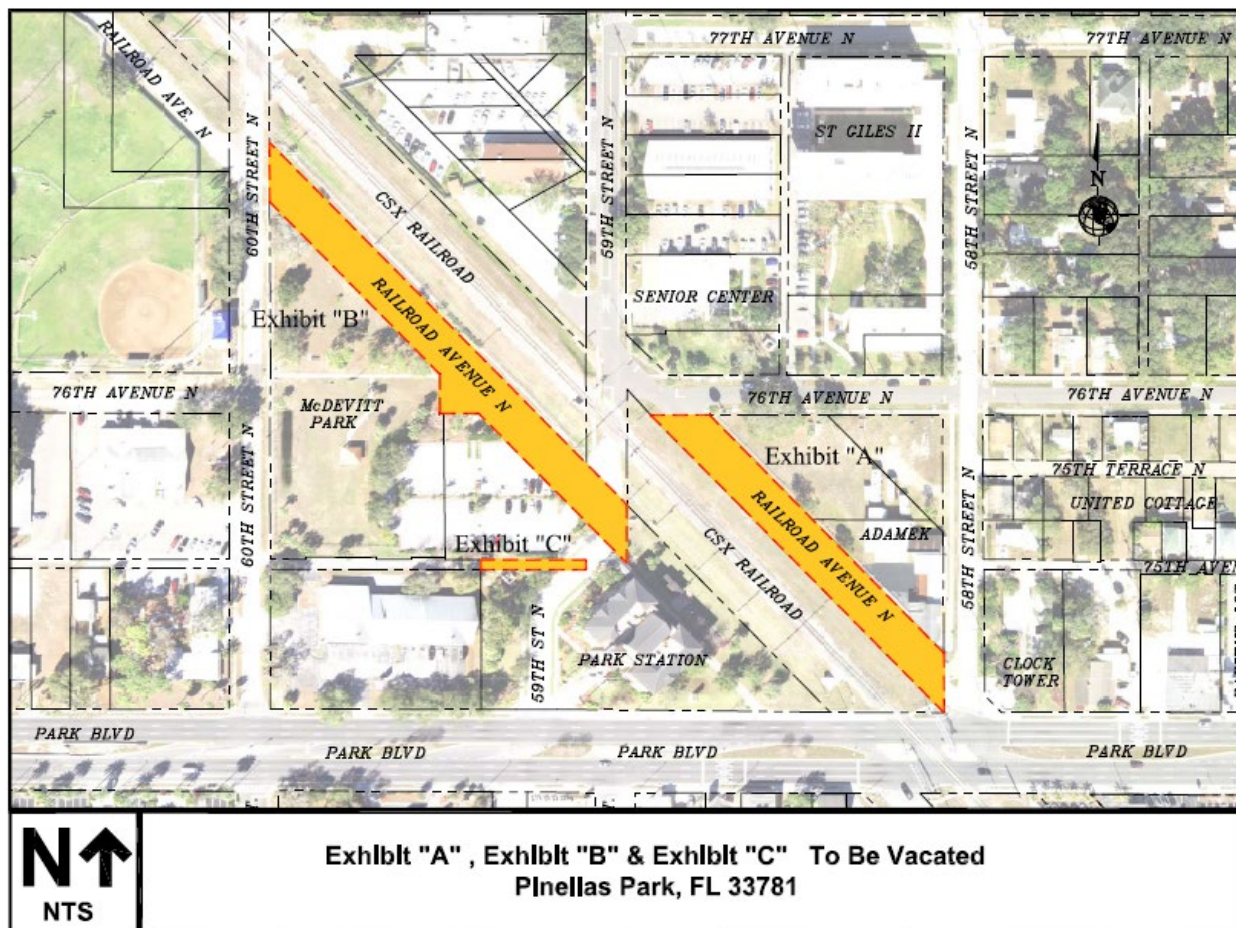


Figure 3 City Provided Layout w/ additions

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## Base Vision





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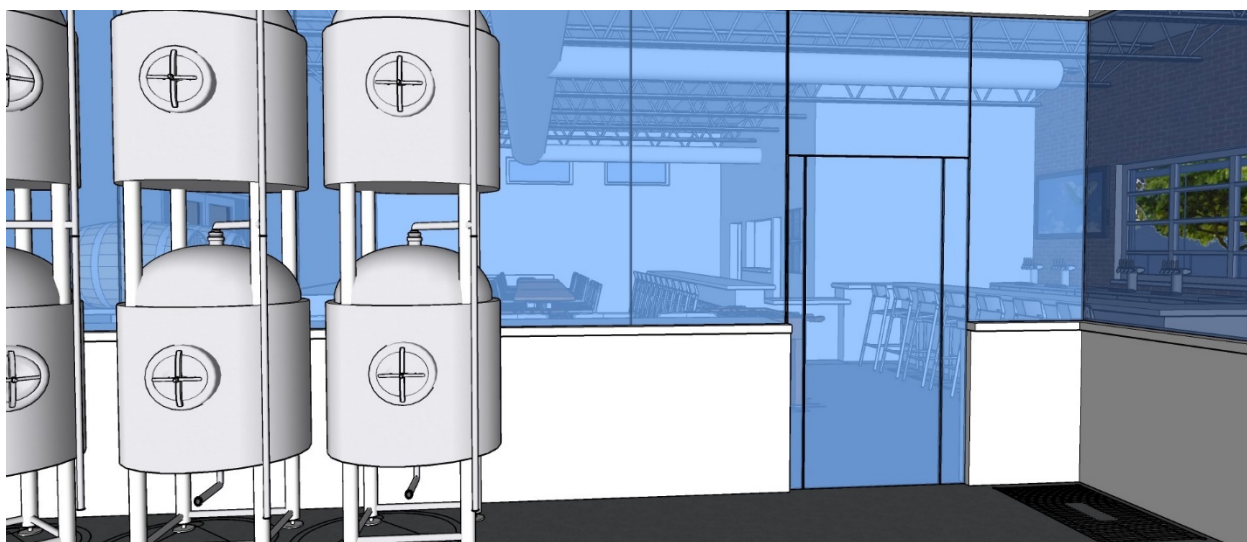




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## Alternate Option with Multi Story Living Space

Multi story building:

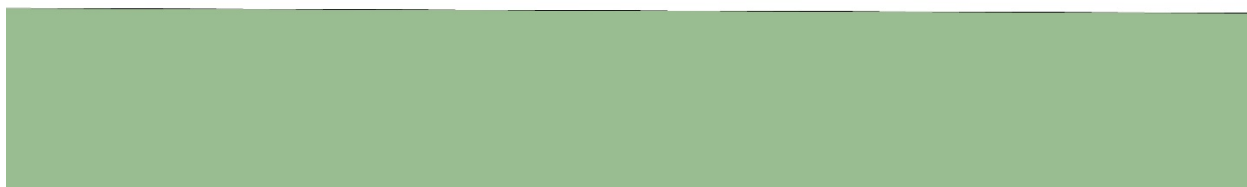
- shops/retail (ground floor) 6,500 sf
- 2nd floor office/work space: 6,500 sf
- Estimated Residential: 5 units per floor at 1,000sf = sf x 3 floors: 15,000 SF total (15 UNITS)



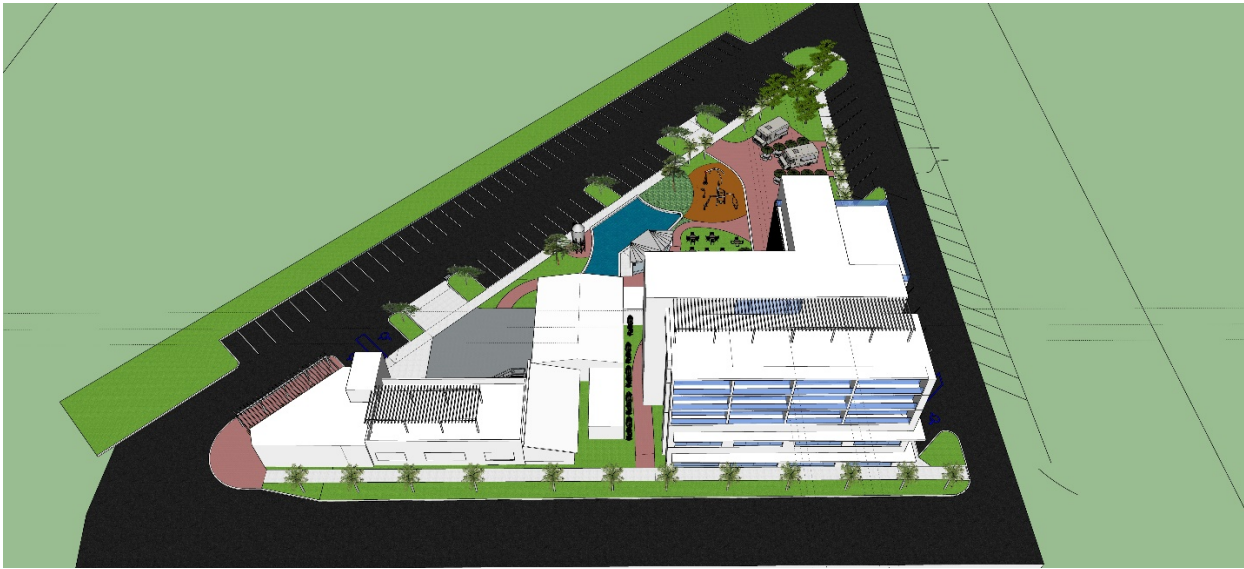
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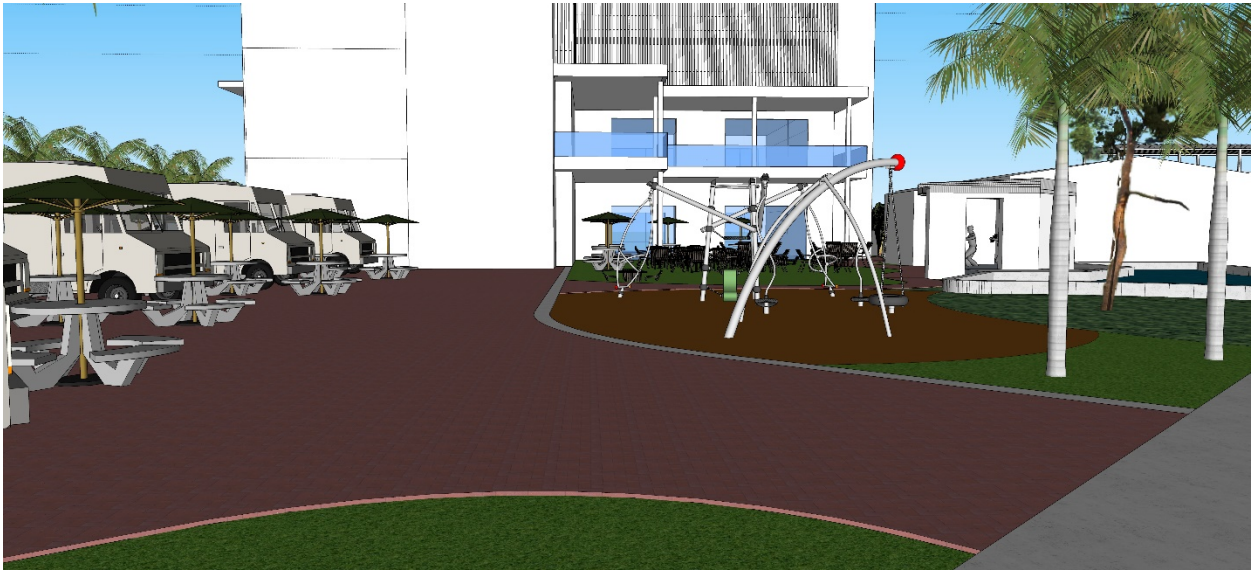


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## Financial Information

In the collaborative efforts to develop 5805 Park Blvd, the request would be for a lease to purchase option. Estimating a 25K per year (\$2,083 per month) with a 20-year lease. The lease-to-buy option would generate \$500k to the city, in rent alone, over the twenty-year period.

At the end of 20 years, we would like to purchase the property from the city at \$1,950,000.

For the development of the 5805 Park Blvd, we would be looking to utilize any CRA funds that would be available to support the project and the rest would come from personal funding options.

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We thank you for your time and consideration. For additional questions or information, please do not hesitate to reach out:

Matthew Dahm  
727-452-0378  
[Matt@Mastrysbrewingco.com](mailto:Matt@Mastrysbrewingco.com)

Robert Czystczon  
727-656-9345  
[robert@plazabeach.com](mailto:robert@plazabeach.com)

Thank you,

Matthew Dahm,

Founder/CEO

A handwritten signature in dark ink, appearing to read 'Matthew Dahm', written in a cursive style.



# Opportunity for a:

## Win, Win, Win,

## City, Community, Principles

A 20-year lease to buy option.

City would collect: 25K per year ( \$2,083 per month) with 20-year lease option to buy that would generate = \$500,000 of income over term of the lease.

\$850k City paid for the site at 5805 Park Blvd  
\$600k request from CRA funds

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\$1,450,000 city would have spent to beautiful the site.

20 year lease to buy-out price would be at \$1,950,000, a profit of \$500,000

### City's return on Investment

\$500,000 from rent collected over 20 years

\$500,000 from sale of property in 20 years.

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**\$1,000,000 (\$1 million dollars) profit for the city**

What we need:

- 1) Is the 5805 Park Blvd site to include Railroad Ave N and 5 ft easement from the railroad tracks.
- 2) Your approval and blessing to move forward

## LETTER OF INTENT

**THIS LETTER OF INTENT** ("LOI") is made and entered into this \_\_\_\_ day of November, 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"), and Mastry's Brewing Co. LLC, a Florida Limited Liability Company and Czystochon Ventures LLC, a Florida Limited Liability Company (together referred to herein as the "Developer").

**WHEREAS**, the Agency is the owner of 1.46 acres M.O.L. located at 5805 Park Blvd., Pinellas Park, FL 33781 which is more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Agency Property"); and

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

**WHEREAS**, the Agency Property is located within the City's emerging Creative District and in close proximity to the future City Center, providing a catalytic development opportunity; and

**WHEREAS**, in 2019, the Agency issued a Request for Letters of Interest (RLOI) for redevelopment of the Agency Property; and

**WHEREAS**, Developer participated in the competitive RLOI process and Developer and Developer's Proposal, attached hereto as Exhibit "B", has been selected by the Agency and authorized to begin negotiations with the City Manager for granting certain rights to develop a mixed-use project ("Project") at the Agency Property; and

**WHEREAS**, the City, Agency and Developer intend to enter into a definitive development agreement ("Development Agreement") setting forth the specific rights and obligations of the parties relating to the development of Project (as defined below) and setting forth the terms under which the City and Agency shall convey to Developer the right to develop, lease and operate the Project on the on the Agency Property; and

**WHEREAS**, as a preliminary step to entering into such Development Agreement, the parties wish to set forth the basic business terms and their respective undertakings and commitments to one another in this LOI;

**NOW, THEREFORE**, the parties hereby mutually intend as follows:

1. Project:

The parties agree to pursue a project that is consistent with the conceptual drawing and initial proposal, attached hereto and incorporated herein as Exhibit B, which was submitted to the Agency in response to the Agency's Request for Letters of Interest. Subject to modifications the parties may ultimately agree to in the definitive agreements, and as may be further modified through the public review and approval processes, the

Project shall consist of (a.) certain core elements and (b.) certain additional elements, the inclusion of which will depend on market conditions, (collectively, "Approved Project").

a. Core elements:

- Brewery
- Roof Top Bar
- Tasting Room
- Art Studio
- Residential (multiple floors)

b. Additional elements may include:

- Shops/Retail (ground floor)
- Office/Work Space (second floor)

2. Acquisition of Development Rights:

The City and Agency shall convey to Developer, either through a long-term lease or other mutually acceptable form of conveyance, such right, title and interest in and to the Agency Property as the parties mutually determine necessary and appropriate to the transfer of the Development Rights. In the event of a long-term lease, Developer shall have a purchase option included as part of the same under which Developer may acquire fee simple ownership of the Agency Property.

3. Consideration:

In consideration for the acquisition, Developer will pay to the Agency a mutually agreed-upon sum, to be set forth in the Lease and/or Development Agreement.

4. Project Financing and Operations:

The Developer will be solely responsible for the design, financing and development of the Project, as set forth in the Development Agreement. Developer will also be solely responsible for the operation and maintenance of the Project, pursuant to a Lease Agreement with the Agency, which shall include a purchase option in favor of the Developer. Notwithstanding the ownership of the Agency Property, neither the City nor the Agency will be liable in any way for any costs relating to the design, financing, development, operation or maintenance of the Project.

5. Zoning and Land Use Governmental Approvals:

Developer shall be responsible for securing all necessary governmental approvals and incentives in connection with the Project, including without limitation, design review, land use, zoning, site plan approval, and other permits and approvals as may be necessary for the construction of the Project (collectively "Approvals"). City agrees that the Approvals and the Code requirements which such Approvals will be considered, will be those that are in effect as of the date of application submittal. Developer acknowledges and agrees that entering into of this LOI shall not constitute the granting

or waiving of any necessary approvals under the City's Land Development Code or other ordinances or regulations governing the development or construction of buildings within the City of Pinellas Park. The City and Agency shall cooperate with Developer and assist Developer, subject to public policy requirements, in obtaining any such Approvals in a timely manner, including providing a dedicated representative to coordinate the Approvals.

6. Other Commitments and Undertakings:

Developer shall be responsible for obtaining all financing commitments from debt and equity sources as may be necessary to undertake the Project, and shall undertake all pre-sale leasing activities required in connection with such commitments. The City and Agency shall responsibly cooperate with Developer in its efforts to obtain such financing commitments, provided that such cooperation does not create any financial obligations or other commitments by the City or Agency to the Developer or any third party. The City will be responsible for timely development of any utility or street improvements, at City's sole cost and expense, that it agrees to undertake to service the Project pursuant to the terms of the Development Agreement.

7. Timing:

- a. Execution of Development Agreement: The parties agree that they will each use good faith efforts to complete the Development Agreement consistent with the terms of this LOI at the earliest possible date, but no later than (12) months from the date of the execution of this LOI.
- b. Milestones: From the date of execution of this LOI, the Developer shall make a good faith effort to accomplish the following:
  - i. Within 3 months, submit an updated Concept Plan
  - ii. Within 4 months, participate in a pre-development meeting with City and Agency staff.
  - iii. Within 8 months, submit rendering of the Project.
  - iv. Within 9 months, submit a business plan for review by the Agency.
- c. Construction: The target date for the start of construction of the Project will be six (6) months from the execution of the Development Agreement.

8. Costs and Expenses:

Developer shall be responsible for covering its own costs and expenses relating to the negotiation of the Development Agreement, including, without limitation, the cost of its own attorneys, consultants and advisors.

9. Exclusivity of Negotiations:

The City and Agency agree that at no time during the next 12 months will they initiate, solicit or participate in any discussions, meetings or negotiations concerning the lease, sale, transfer or grant of the Development Rights on Agency Property or any other rights and interests contemplated under this LOI with any persons other than Developer.

10. Statement of Intent:

The parties acknowledge and agree that this LOI is a statement of the parties' mutual intent to work diligently to prepare a Development Agreement in conformity to this LOI and to present, with both parties' support, such Development Agreement to City Council within the period stated in Section 7 (a).

11. 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 LOI, 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 LOI, 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. Under no circumstances shall any of the provisions of this Agreement be deemed to waive the requirements and limitations of Florida Statute §768.28, as such applies to the City.

12. Termination:

Failure of a party to this LOI to timely fulfill its obligations set forth in this LOI may serve as a basis for termination of this LOI 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.

13. Extension:

- a. If Developer, City and the Agency are unable to complete the Development Agreement within the time set forth in the project schedule herein, Developer may receive an extension of up to six (6) months to complete the Development Agreement. 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 the 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.

- b. 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 LOI affected by such occurrence.

14. Compliance with Law:

The failure of this LOI 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.

15. Covenant of Cooperation:

The parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this LOI and in achieving the completion of the Development Agreement for redevelopment of the Agency Property.

16. Entire LOI:

This LOI, including any and all Exhibits attached hereto and made a part hereof, 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.

17. Miscellaneous Provisions:

- a. 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 LOI 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.
- b. Construction. The titles, captions and section numbers in this LOI 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 LOI. Whenever the context requires or permits, the singular shall include the plural, and plural shall include the singular and any reference in this LOI to Developer includes Developer's successors or assigns. This LOI was the production of negotiations between representatives for the parties and the language of the LOI should be given



its plain and ordinary meaning and should not be construed against any party hereto. If any term or provision of this LOI is susceptible to more than one interpretation, such term or provision shall be construed in a manner that would render it valid and enforceable.

- c. Assignability. Neither party may assign its rights under the LOI without the written consent of all parties. Notwithstanding, it is agreed that the parties that make up the Developer may assign their rights to a entity owned or controlled by the Developer parties in order to effectuate the intent of this LOI.
- d. Partial Invalidity. If any term or provision of this LOI or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this LOI shall not be affected thereby and shall with the remainder of this LOI 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 LOI or the benefits sought to be received hereunder are frustrated, such party shall have the right to terminate this LOI upon fifteen (15) days' written notice to the other parties.
- e. Venue. Venue for any action arising under this LOI or any amendment or renewal shall be in Pinellas County, Florida.
- f. Governing Law. This LOI 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.
- g. LOI as Complete Integration; Amendments. This LOI 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 affect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment to this LOI executed by the parties.
- h. Good Faith and Fair Dealings. The Agency, the City and Developer acknowledge and agree that in the implementation, interpretation and enforcement of this LOI, the parties shall apply commercially reasonable standards of good faith and fair dealing.

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

ATTEST:

\_\_\_\_\_  
Diane M. Corna, City Clerk

**AGENCY**

**Pinellas Park Community Redevelopment Agency,**  
A Community Redevelopment Agency  
located in the City of Pinellas Park

BY: \_\_\_\_\_  
Jerry Mullins, 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

WITNESSES:

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

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

**DEVELOPER**

**Mastry's Brewing Co. LLC,**  
A Florida Limited Liability Company.

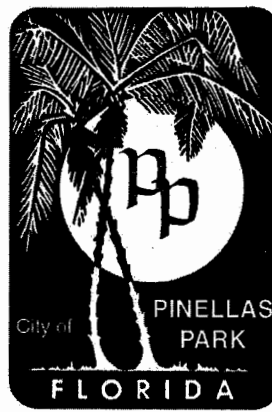
BY: \_\_\_\_\_  
Matthew Dahm, Manager

**Czyszczone Ventures LLC,**  
A Florida Limited Liability Company.

BY: \_\_\_\_\_  
Robert Czyszczone, Manager

City of  
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100



**FLORIDA**

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**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

December 2, 2020

Ms. Laura Canary  
CRA Manager  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #20-351**  
**Draft Letter of Intent for Redevelopment - 5805 Park Blvd.**

Dear Ms. Canary:

We have received and reviewed the above-mentioned revised Letter of Intent for the Redevelopment of the Property located at 5805 Park Boulevard. We would agree with the proposed change to paragraph 1, which would change the residential element to a core element. We do note that the signature blocks on the copy of the Agreement that was sent to our office are a little bit skewed, but it may just be because it is still in an editing format. When the revised Agreement is finalized, there should be a signature block for the Agency, the City, Mastry's Brewing Co. LLC, and Czystochon Ventures, LLC (which will need to be signed by Robert Czystochon, Manager).

We also note that in paragraph 4 of the LOI, the Developer inserted language to clarify that any Lease Agreement entered into with the Agency for the property shall include a purchase option in favor of the Developer. We know this was presented by the Developer in its initial proposal to the CRA, but we are not sure whether the CRA Board has expressly stated it wished to provide a lease-to-purchase option. Legally we have no objection to such language being included, so long as the CRA Board is advised of and agreeable with such proposal.




PRINTED ON RECYCLED PAPER

Ms. Laura Canary  
December 2, 2020  
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Subject to the minor changes noted above, we would approve of the revised Letter of Intent as to form and correctness.

Very truly yours,

A handwritten signature in black ink, appearing to read "James W. Denhardt". The signature is fluid and cursive, with a large initial "J" and "D".

James W. Denhardt  
City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Deputy City Manager  
Ben Ziskal, Community Development Administrator  
Nick Colonna, Planning & Development Services Director

JWD/cb