

ORDINANCE NO. 215-II

AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT ASSOCIATED WITH APPROXIMATELY 18 ACRES OF VACANT LAND GENERALLY LOCATED ON THE NORTHEAST CORNER OF 9<sup>TH</sup> AVENUE NORTH AND 66<sup>TH</sup> STREET NORTH; RECOGNIZING THAT THE SUBJECT AMENDMENT IS BY AND BETWEEN ROBERT N. LYNCH, AS BISHOP OF THE DIOCESE OF ST. PETERSBURG, WEST FLORIDA - PPH, LLC, OWNER OF THE COMMERCIAL PROPERTY, DSSA, LLC, WHICH HAS SUCCEEDED HEARTLAND COMMUNITIES, LLC AS DEVELOPER OF THE RESIDENTIAL PROPERTY, AND THE CITY OF ST. PETERSBURG; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

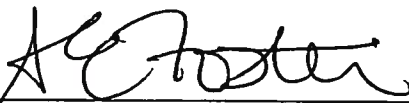
SECTION 1. A Second Amendment to the Development Agreement associated with approximately 18 acres of vacant land generally located on the northeast corner of 9<sup>th</sup> Avenue North and 66<sup>th</sup> Street North is hereby approved and adopted. The subject amendment is by and between Robert N. Lynch, as Bishop of the Diocese of St. Petersburg, West Florida - PPH, LLC, owner of the Commercial Property, DSSA, LLC, which has succeeded Heartland Communities, LLC as developer of the Residential Property, and the City. A copy of the Second Amendment is attached hereto and incorporated herein.

SECTION 2. The Mayor, or his designee, is authorized to execute the Amendment to the Development Agreement on behalf of the City.

SECTION 3. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth (5<sup>th</sup>) business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

First Reading held on the 18th day of February, 2016.

Adopted by St. Petersburg City Council on second and final reading on the 21st day of April, 2016.

  
\_\_\_\_\_  
Amy Foster, Chair-Councilmember  
Presiding Officer of the City Council

ATTEST:   
\_\_\_\_\_  
Chan Srinivasa, City Clerk

Title Published: Times 1-t 3/4/16



**Not vetoed. Effective date Thursday, April 28, 2016 at 5:00 p.m.**

## **SECOND AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT ("Second Amendment") is made and entered into this 21<sup>st</sup> day of April, 2016, by and between ROBERT N. LYNCH, AS BISHOP OF THE DIOCESE OF ST. PETERSBURG, a Corporation Sole, whose mailing address is 6363 9<sup>th</sup> Avenue North, St. Petersburg, Florida 33710 (hereinafter the "Owner of the Residential Property"), West Florida - PPH, LLC, a Florida Limited Liability Company, whose mailing address is P.O. Box 750, Nashville, Tennessee 37202 (hereinafter the "Owner of the Commercial Property") (and, collectively with the Owner of the Residential Property, the "Owners"), DSSA, LLC, an Ohio Limited Liability Company, whose mailing address is 2401 West Bay Drive, Suite 503, Largo, Florida 33770 (hereinafter the "Residential Property Developer"), and the CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation, whose mailing address is City Attorney's Office, P.O. Box 2842, St. Petersburg, Florida 33731 (hereinafter the "City") (the Owners, the Residential Property Developer and the City shall hereinafter collectively be referred to as the "Parties").

### **WITNESSETH:**

WHEREAS, the Owner of the Residential Property, Clear Ocean Investments II Corporation ("Clear Ocean"), and the City entered into that certain Development Agreement dated July 19, 2010 ("Development Agreement"), a true and correct copy of which is attached hereto and incorporated herein as Exhibit "A," pertaining to a certain approximate 17.99 acre tract of land generally located at 6533 9<sup>th</sup> Avenue North, St. Petersburg, Florida 33710 within the boundaries of the City, more particularly described by its legal description, which is attached hereto and incorporated herein as Exhibit "B" (hereinafter, the "Property"); and

WHEREAS, the Development Agreement discussed the development of the Property in terms of the development of the "Residential Property" (approximately 12.02 acres of the Property), more particularly described by its legal description which is attached hereto and incorporated herein as Exhibit "C," and the development of the "Commercial Property" (approximately 5.96 acres of the Property), which is more particularly described by its legal description which is attached hereto and incorporated herein as Exhibit "D," and it identified Clear Ocean as the initial developer of record for the entire Property; and

WHEREAS, when the Owner of the Residential Property, Clear Ocean and the City entered into the Development Agreement, the Owner of the Residential Property owned the entire Property; and

WHEREAS, the Development Agreement established certain terms and conditions relating to the proposed development of the Property in accordance with Sections 163.3220-163.3243, Florida Statutes, the Florida Local Government Development Agreement Act (hereinafter, the "Act"); and

WHEREAS, the Development Agreement was recorded on August 5, 2010, at Official Records Book 16994, Pages 385-405, in the Public Records of Pinellas County, Florida, and it runs with the Property for a period of twenty (20) years from the Effective Date of the Development Agreement; and

WHEREAS, the Development Agreement, as amended by the First Amendment (defined herein), and which is attached hereto and incorporated herein as Exhibit "E," is still in effect as of the Effective Date of this Second Amendment and is binding upon and enforceable by and against those parties who signed the Development Agreement, their personal representatives, heirs, successors, grantees, and assigns; and

WHEREAS, on or about December 13, 2011, the Owner of the Residential Property sold the Commercial Property to Seaboard Development LLC ("Seaboard"), and on or about October 1, 2013, Seaboard sold the Commercial Property to the Owner of the Commercial Property; and

WHEREAS, Clear Ocean, which previously had a contract to purchase the Property from the Owner of the Residential Property and was acting as and named the developer in the Development Agreement, no longer has any interest in the Property; and

WHEREAS, Heartland Communities, LLC ("Heartland"), through that certain amendment to the Development Agreement ("First Amendment"), which was recorded on November 14, 2012, in the Official Records Book 17783, Pages 363-396, in the Public Records of Pinellas County, Florida, had a contract to purchase the Residential Property from the Owner of the Residential Property and was acting as and named the developer in the First Amendment, also no longer has any interest in the Property; and

WHEREAS, the Residential Property Developer has succeeded Clear Ocean and Heartland as the developer of the Residential Property and currently has a contract to purchase the Residential Property from the Owner of the Residential Property; and

WHEREAS, because the Property is currently owned by the Owners, which are two separate and distinct entities, the Parties desire to change the definition of the term "Developer" in the Development Agreement, as amended in the First Amendment, in order to reflect that the Owner of the Residential Property has identified the Residential Property Developer as the developer of record to construct the improvements on the Residential Property and that the Owner of the Commercial Property may identify its own developer to construct the improvements on the Commercial Property; and

WHEREAS, the Parties desire to, among other things, eliminate certain restrictions on the number of buildings allowed to be constructed upon the Residential Property, to clarify the specific buildings and uses allowed on the Residential Property, to provide for an alternative conceptual site plan on the Residential Property, to provide a maximum intensity for the Residential Property, to modify the allocation of uses on the Commercial Property, and to bifurcate certain on-site improvement requirements between the Commercial Property and the Residential Property so that the Residential Property will not be burdened with any on-site improvement requirements associated with the Commercial Property, and vice versa; and

WHEREAS, the Parties desire to identify the Residential Property Developer as the developer of record pertaining solely to the development of and improvements constructed upon the Residential Property pursuant to the terms and conditions of the Development Agreement, as amended by the First Amendment and this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are hereby incorporated herein by reference. All exhibits to this Second Amendment are essential to this Second Amendment and are hereby deemed a part hereof.

2. Additional Definitions. The terms defined in the Development Agreement, as amended by the First Amendment and this Second Amendment, shall have the following meanings, except as herein otherwise expressly provided:

"Commercial Property Developer" means that certain developer (its successors and/or assigns) selected by the Owner of the Commercial Property to construct the improvements on the Commercial Property.

"Developer" means the Residential Property Developer or Commercial Property Developer, as the case may be.

"Residential Property Developer" means DSSA, LLC, an Ohio limited liability company, its successors and/or

assigns.

"Main Project Driveway" means the driveway constructed to provide access to the Residential Property from 66th Street North.

3. Amendment to Section 3. The one (1) reference to "Florida Department of Community Affairs" is hereby deleted and replaced with "Florida Department of Economic Opportunity". The two (2) references to "DCA" are hereby deleted and replaced with "DEO".

All other terms and conditions of Section 3 of the Development Agreement not specifically addressed or modified in this Paragraph 3 shall remain in full force and effect.

4. Amendment to Section 5(c) of the Development Agreement. The following language from Section 5(c) of the Development Agreement, as previously amended by the First Amendment (in paragraph 2 thereof), is hereby deleted:

"The development uses proposed on the Residential Property shall include no more than two buildings: a building with approximately eighty-five (85) Assisted Living Facility (ALF)/skilled nursing beds and eighty-three (83) Independent Living (IL) units and no more than four (4) stories; and a building with approximately one hundred sixty-five (165) ALF/skilled nursing beds and no more than three (3) stories. Each IL unit may be exchanged for three (3) ALF/skilled nursing beds, and vice versa, pursuant to the City Code."

and in its place is substituted the following:

"The development uses proposed on the Residential Property shall include the following: a four-story building with 80 Independent Living (IL) units; a four-story, 90 bed Assisted Living Facility; a three-story, 120-bed ALF/Skilled Nursing Facility; a one-story, 48-bed Memory Care Facility; and a one-story auxiliary/support services building. Each IL unit may be exchanged for three (3) ALF/skilled nursing beds, and vice versa, pursuant to the City Code. As an alternative, the Residential Property Developer may replace the Skilled Nursing Facility with up to 14 one-story duplex Villas, totaling 28 IL units. An alternative conceptual site plan for the Residential Property which depicts the Villas in place of the Skilled Nursing Facility is attached hereto and incorporated herein as Exhibit "G," to this Second Amendment."

The following language from Section 5(c) of the Development Agreement, as previously amended by the First Amendment (in paragraph 2 thereof), is hereby deleted:

"The development uses proposed on the Commercial Property and their approximate sizes include a four thousand (4,000) sq. ft. bank branch; a fifteen thousand (15,000) sq. ft. one (1) story medical office building; a six thousand (6,000) sq. ft. daycare facility; and a thirty thousand (30,000) sq. ft. two (2) story medical office building. In the alternative, the development uses proposed on the Commercial Property and their approximate sizes include a four thousand (4,000) sq. ft. one (1) story bank branch and a fifty-one thousand (51,000) sq. ft. medical office building with no more than three (3) stories, and the Owner of the Commercial Property agrees that such uses are to be located on the portion of the Commercial Property fronting 66<sup>th</sup> Street. Under either proposed development scenario, total development of the Commercial Property shall not exceed fifty-five thousand (55,000) sq. ft. of development uses."

and in its place is substituted the following:

"The development uses proposed on the Commercial Property and their approximate sizes include a four thousand (4,000) sq. ft. bank branch; a fifteen thousand (15,000) sq. ft. one (1) story medical office building; a six thousand (6,000) sq. ft. daycare facility; and a thirty thousand (30,000) sq. ft. two (2) story medical office building. In the alternative, the development uses proposed on the Commercial Property and their approximate sizes include a four thousand (4,000) sq. ft. one (1) story bank branch and a fifty-one thousand (51,000) sq. ft. medical office building with no more than three (3) stories. However, under any proposed development scenario, total development of the Commercial Property shall not exceed fifty-five thousand (55,000) sq. ft. of professional office uses."



The following language from Section 5(c)(9) of the Development Agreement is hereby amended to read as follows, with ~~strickethrough~~ language denoting deletions, and underlined language denoting additions:

“The Residential Property Developer and the Commercial Property Developer shall each be responsible for construction of a sidewalk which connects the immediately adjacent bus stops on 66<sup>th</sup> Street North to the entrance to each respective Property in a direct and efficient manner if agreed to by the City, the Florida Department of Transportation, and PSTA, prior to issuance of a Certificate of Occupancy for the first building completed on the Property.”

The following language from Section 5(c)(12) of the Development Agreement, as previously amended by the First Amendment (in paragraph 2 thereof), is hereby deleted:

“Development of the Residential Property shall be limited to two buildings. One building shall be no more than four stories, not to exceed the height permitted by the City Code. The second building shall be no more than three stories. It is anticipated that the four story building will include eighty-five (85) ALF/skilled nursing beds and eighty-three (83) Independent Living (IL) units and that the three story building will include one hundred sixty-five (165) ALF/skilled nursing beds. Each IL unit may be exchanged for three (3) ALF/skilled nursing beds, and vice versa, pursuant to the City Code. Additional examples of an IL unit and ALF/skilled nursing bed development mix utilizing the 3:1 ratio permitted by the City Code are as follows: fifty (50) IL units and three hundred forty-nine (349) ALF/skilled nursing beds; one hundred (100) IL units and one hundred ninety-nine (199) ALF/skilled nursing beds; and one hundred twenty-five (125) IL units and one hundred twenty-four (124) ALF/skilled nursing beds. If the Residential Property is developed solely with ALF/skilled nursing beds, the maximum development potential shall not exceed four hundred ninety-nine (499) ALF/skilled nursing beds. If the Residential Property is developed solely with IL units, the maximum development potential shall not exceed one hundred sixty-six (166) IL units. These “not to exceed” limits are intended to allow flexibility in the mix of IL units and ALF/skilled nursing beds.”

and in its place is substituted the following:

“The development uses proposed on the Residential Property shall include a four-story building with 80 Independent Living (IL) units; a four-story, 90-bed Assisted Living Facility; a three-story, 120-bed ALF/Skilled Nursing Facility; a one-story, 48-bed Memory Care Facility and a one-story auxiliary/support services building. As an alternative, the Skilled Nursing Facility may be replaced with up to 14 one-story duplex Villas, totaling 28 IL units. An alternative conceptual site plan for the Residential Property which depicts the Villas in place of the Skilled Nursing Facility is attached hereto and incorporated herein as Exhibit “G” to this Second Amendment. Each IL unit may be exchanged for three (3) ALF/skilled nursing beds, and vice versa, pursuant to the City Code. If the Residential Property is developed solely with ALF/skilled nursing beds, the maximum development potential shall not exceed four hundred ninety-eight (498) ALF/skilled nursing beds. If the Residential Property is developed solely with IL units, the maximum development potential shall not exceed one hundred sixty-six (166) IL units. These “not to exceed” limits are intended to allow flexibility in the mix of IL units and ALF/skilled nursing beds on the Residential Property. However, under no circumstances will the overall intensity of the development on the Residential Property exceed the present floor-area-ratio of 0.50, or 261,795 sq. ft. The development uses proposed on the Residential Property may include a licensed adult day care center as part of the Memory Care Facility and a health and wellness clinic that provides care for residents, which may be operated by the Owner of the Residential Property or a licensed third-party operator, or their successors and/or assigns.”

The following language from Section 5(c)(13) of the Development Agreement is hereby amended to read as follows, with ~~strickethrough~~ language denoting deletions, and underlined language denoting additions:

“The final site plan shall clearly identify the points of vehicular access into the Residential Property and between the Residential Property and the Commercial Property. Construction of the Main Project Driveway, providing ingress and egress between the Residential Property and 66<sup>th</sup> Street North, shall be completed prior to the issuance of the first building permit.

All other terms and conditions of Section 5(c) of the Development Agreement, as previously amended by the First Amendment, not specifically addressed or modified in this Paragraph 4 shall remain in full force and effect.

5. Amendment to Section 5(d). The following language from Section 5(d)(1) of the Development Agreement is hereby amended to read as follows, with ~~strikethrough~~ language denoting deletions, and underlined language denoting additions:

d. Provide directional median opening and southbound left turn lane on 66<sup>th</sup> Street at the main Project driveway ~~located between the northern and southern driveways.~~

e. Provide a northbound right turn lane on 66<sup>th</sup> Street at the main Project driveway ~~located between the northern and southern driveways.~~

f. Provide a northbound right turn lane on 66<sup>th</sup> Street at the northern and/or southern Project driveway(s), at the time of development of the Commercial Property, if deemed necessary by the governmental entities.

All other terms and conditions of Section 5(d)(1) of the Development Agreement not specifically addressed or modified in this Paragraph 4 shall remain in full force and effect.

6. Amendment to Section 6. The following language from Section 6(c) and 6(j) of the Development Agreement is hereby amended to read as follows, with ~~strikethrough~~ language denoting deletions, and underlined language denoting additions:

(c) Stormwater Management: Stormwater management level of service is project-dependent rather than based on the provision and use of public facilities and is not directly provided by the City. The design and construction of the proposed stormwater facilities on the Project Site shall be in compliance with the requirements of the ~~City of St. Petersburg~~ City Code and the Southwest Florida Water Management District ("SWFWMD"), shall meet the concurrency requirements for stormwater, and shall not result in degradation of the level of service below City's adopted level of service. Stormwater improvements necessary to provide adequate stormwater management for the Residential Property, including the capacity required by construction of the Main Project Driveway which costs shall be shared with the Commercial Property Developer pursuant to the terms of a separate Reciprocal Easement Agreement, shall be designed and constructed by the Residential Property Developer, at its sole cost and expense. The stormwater improvements necessary to provide stormwater management for the Commercial Property shall be designed and constructed by the Commercial Property Developer in accordance with the to be determined scope of the Commercial Property Development, at its sole cost and expense.

(j) Utility Improvements: Utility improvements necessary to provide services to a structure shall be constructed by Developer at Developer's own cost and expense prior to issuance of certificates of occupancy for the structure. The utility improvements necessary for the Development of the Residential Property shall be independent from the utility improvements necessary for the Development of the Commercial Property, and vice versa. In other words, under no circumstance may either Developer use the other Developer's proposed utility facilities or improvements in order to comply with the requirements of the City Code.

All other terms and conditions of Section 6(c) and 6(j) of the Development Agreement, as amended by the First Amendment, not specifically addressed or modified in this Paragraph 6 shall remain in full force and effect.

Amendment to Section 15. Section 15 of the Development Agreement, and as amended by the First Amendment (in paragraph 3 thereof), is hereby deleted in its entirety and in its place is substituted the following:

Notices. All notices, demands, requests for approvals or other communications given by any Party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, by a recognized national overnight courier service, or by facsimile transmission to the office for each Party indicated below and addressed as follows:

- (a) **To the Owner of the Residential Property:**  
Diocese of St. Petersburg  
ATTN: Real Estate Department  
P.O. Box 40200  
St. Petersburg, FL 33743-0200  
**With a copy to:**  
DiVito & Higham  
ATTN: Joseph A. DiVito, Esq.  
4514 Central Avenue  
St. Petersburg, FL 33711
- (b) **To the Owner of the Commercial Property:**  
West Florida - PPH, LLC  
P.O. Box 750  
Nashville, TN 37202
- (c) **To the Residential Property Developer:**  
DSSA, LLC  
2401 West Bay Drive, Suite 503  
Largo, Florida 33770
- (d) **To the City:**  
City of St. Petersburg  
Attn: Director  
Planning and Economic Development Department  
One 4<sup>th</sup> Street North  
St. Petersburg, FL 33701  
**With a copy to:**  
City Attorney's Office  
City of St. Petersburg  
P.O. Box 2842  
St. Petersburg, FL 33731

7. Deadline for Execution. The Owners and Residential Property Developer shall execute this Second Amendment prior to the date on which the City Council considers this Second Amendment for final approval.

8. Conceptual Site Plan. The conceptual site plan attached to the First Amendment as Exhibit "E" is deleted and in its place is substituted a new conceptual site plan as set forth on Exhibit "F" attached to this Second Amendment. All references to Exhibit "F" in the Development Agreement shall instead now refer to Exhibit "F" in this Second Amendment. An alternative conceptual site plan, as set forth on Exhibit "G" attached to this Second Amendment, may be used in lieu of Exhibit "F" in this Second Amendment.

9. References to "Agreement." References to "Agreement" in the Development Agreement shall mean the Development Agreement, including any Exhibits, and any amendments thereto, including this Second Amendment.



10. Effect of Amendments. All other terms and conditions of the Development Agreement, as previously amended by the First Amendment, not specifically addressed or modified in this Second Amendment shall remain in full force and effect.

11. Ratification. The parties hereto ratify and confirm that all of the terms, conditions and provisions of the Development Agreement, as amended by the First Amendment and this Second Amendment, remain in full force and effect.

12. Recording and Effective Date. After this Second Amendment has been executed by the Parties, the City shall record the Second Agreement in the Public Records of Pinellas County, Florida, at the expense of the Owner of the Residential Property. This Second Amendment shall become effective upon such recordation.

13. Counterparts. This Second Amendment may be executed in counterparts, together which shall constitute an original document.

14. Binding Effect/Agreement Assignable. The Development Agreement, as amended by the First Amendment and Second Amendment, shall run with the land, shall be assignable and binding upon and inure to the benefit of the Owners and/or the Residential Property Developer, and their successors and/or assigns in interest, and the City and its successor and/or assigns in interest.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Development Agreement as of the day and year set forth above.

**OWNER OF THE RESIDENTIAL PROPERTY:**  
**ROBERT N. LYNCH, AS BISHOP OF**  
**THE DIOCESE OF ST. PETERSBURG,**  
**A CORPORATION SOLE**

By: [Signature]  
Print: FRANK V. MURPHY  
As its: SECRETARY OF ADMINISTRATION

**WITNESSES:**

Sign: Lisa May  
Print: Lisa May  
Sign: [Signature]  
Print: Robert B. Hirtman

**OWNER OF THE COMMERCIAL PROPERTY:**  
**West Florida - PPH, LLC**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
As its: \_\_\_\_\_

**WITNESSES:**

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

**RESIDENTIAL PROPERTY DEVELOPER:**  
**DSSA, LLC**

By: [Signature]  
Print: BO RUSSELL  
As its: PARTNER

**WITNESSES:**

Sign: Benita Pearce  
Print: BENITA PEARCE  
Sign: Christie Lynn

10. Effect of Amendments. All other terms and conditions of the Development Agreement, as previously amended by the First Amendment, not specifically addressed or modified in this Second Amendment shall remain in full force and effect.

11. Ratification. The parties hereto ratify and confirm that all of the terms, conditions and provisions of the Development Agreement, as amended by the First Amendment and this Second Amendment, remain in full force and effect.

12. Recording and Effective Date. After this Second Amendment has been executed by the Parties, the City shall record the Second Agreement in the Public Records of Pinellas County, Florida, at the expense of the Owner of the Residential Property. This Second Amendment shall become effective upon such recordation.

13. Counterparts. This Second Amendment may be executed in counterparts, together which shall constitute an original document.

14. Binding Effect/Agreement Assignable. The Development Agreement, as amended by the First Amendment and Second Amendment, shall run with the land, shall be assignable and binding upon and inure to the benefit of the Owners and/or the Residential Property Developer, and their successors and/or assigns in interest, and the City and its successor and/or assigns in interest.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Development Agreement as of the day and year set forth above.

**OWNER OF THE RESIDENTIAL PROPERTY:**

**ROBERT N. LYNCH, AS BISHOP OF  
THE DIOCESE OF ST. PETERSBURG,  
A CORPORATION SOLE**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
As its: \_\_\_\_\_

WITNESSES:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

**OWNER OF THE COMMERCIAL PROPERTY:**

**West Florida - PPH, LLC**

By: Nicholas L. Paul  
Print: Nicholas L. Paul  
As its: Vice President

WITNESSES:

Sign: Holley Dougherty  
Print: Holley Dougherty  
Sign: Jennifer A. Demonbreun  
Print: Jennifer A. Demonbreun

**RESIDENTIAL PROPERTY DEVELOPER:**

**DSSA, LLC**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
As its: \_\_\_\_\_

WITNESSES:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Sign: \_\_\_\_\_

Print: CHRISTIE YORK

**CITY:**  
**CITY OF ST. PETERSBURG, FLORIDA**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
As its: \_\_\_\_\_

**WITNESSES:**  
Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
City Clerk

**ACKNOWLEDGEMENT - OWNER OF THE RESIDENTIAL PROPERTY**

STATE OF Florida  
COUNTY OF Dinellas

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of Feb, 2014, by FRANK V. MURPHY, on behalf of Robert N. Lynch, as Bishop of the Diocese of St. Petersburg, a Corporation Sole, who is personally known to me or who has produced Personally Known as identification.

**NOTARY PUBLIC**

(SEAL)



Sign: Kathleen M. Fixter  
Print: Kathleen M. Fixter  
Notary Public, State of Florida

My commission expires: 4-15-18

**ACKNOWLEDGEMENT - OWNER OF THE COMMERCIAL PROPERTY**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 20\_\_, by \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of West Florida - PPH, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.

**NOTARY PUBLIC**

(SEAL)

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**ACKNOWLEDGEMENT - RESIDENTIAL PROPERTY DEVELOPER**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**CITY:**  
**CITY OF ST. PETERSBURG, FLORIDA**  
By: [Signature]  
Print: Rick Kruseman  
As its: Mayor  
ATTEST: [Signature]  
City Clerk

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

WITNESSES:  
Sign: [Signature]  
Print: David Flinton  
Sign: [Signature]  
Print: SARA A. EVERETT



**ACKNOWLEDGEMENT - OWNER OF THE RESIDENTIAL PROPERTY**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 20\_\_, by \_\_\_\_\_, on behalf of Robert N. Lynch, as Bishop of the Diocese of St. Petersburg, a Corporation Sole, who is personally known to me or who has produced \_\_\_\_\_ as identification.

(SEAL)

NOTARY PUBLIC

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**ACKNOWLEDGEMENT - OWNER OF THE COMMERCIAL PROPERTY**

STATE OF Tennessee  
COUNTY OF Davidson

The foregoing instrument was acknowledged before me this 20 day of April, 2016, by Nicholas L. Paul, in his/her capacity as Vice President of West Florida - PPH, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.

(SEAL)



NOTARY PUBLIC

Sign: [Signature]  
Print: Helen W. Cook  
Notary Public, State of Tennessee

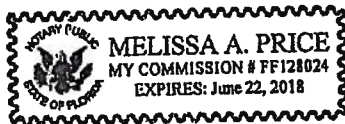
My commission expires: March 6, 2018

**ACKNOWLEDGEMENT - RESIDENTIAL PROPERTY DEVELOPER**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of FEBRUARY 2016, by Bo Russ, in his capacity as a manager of DSSA, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.

(SEAL)



NOTARY PUBLIC

Sign: Melissa A. Price  
Print: MELISSA A. PRICE  
Notary Public, State of FLORIDA

My commission expires: June 22, 2018

**ACKNOWLEDGEMENT - CITY OF ST. PETERSBURG, FLORIDA**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 20\_\_, by \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ and Chandrahasa Srinivasa, City Clerk, on behalf of the City of St. Petersburg, Florida, who are personally known to me or who have produced \_\_\_\_\_ as identification.

(SEAL)

NOTARY PUBLIC

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

APPROVED AS TO CONTENT:

City Attorney (or designee)

By: \_\_\_\_\_  
Assistant City Attorney

APPROVED AS TO FORM:

City Attorney (or designee)

By: \_\_\_\_\_  
Assistant City Attorney



The foregoing instrument was acknowledged before me this \_\_\_\_ day of January, 2016, by Bo Russ, in his capacity as a manager of DSSA, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.

(SEAL)

NOTARY PUBLIC

Sign: \_\_\_\_\_

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

Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

ACKNOWLEDGEMENT - CITY OF ST. PETERSBURG, FLORIDA  
STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 2nd day of May, 2016, by Mayor Rick Kriseman, in his/her capacity as Mayor and Chandrasa Srinivasa, City Clerk, on behalf of the City of St. Petersburg, Florida, who are personally known to me or who have produced \_\_\_\_\_ as identification.

(SEAL)

NOTARY PUBLIC

Sign: Patricia G. Beneby

Print: Patricia G. Beneby

Notary Public, State of Florida

My commission expires: \_\_\_\_\_

APPROVED AS TO CONTENT:

City Attorney (or designee)

By: \_\_\_\_\_  
Assistant City Attorney

APPROVED AS TO FORM:

City Attorney (or designee)

By: \_\_\_\_\_  
Assistant City Attorney



**EXHIBIT “A”  
DEVELOPMENT AGREEMENT**

ORDINANCE NO. 973-G

AN ORDINANCE APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT WITH ROBERT N. LYNCH, AS BISHOP OF THE DIOCESE OF ST. PETERSBURG, A CORPORATION SOLE, AND CLEAR OCEAN INVESTMENTS II CORPORATION, A FLORIDA CORPORATION, RELATING TO THE DEVELOPMENT OF PROPERTY GENERALLY LOCATED ON THE NORTHEAST CORNER OF 9<sup>TH</sup> AVENUE NORTH AND 66<sup>TH</sup> STREET NORTH; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Development Agreement between the City of St. Petersburg, the Diocese of St. Petersburg and Clear Ocean Investments II, Corporation, a copy of which is attached hereto and incorporated herein as Exhibit "A," is hereby approved and adopted.

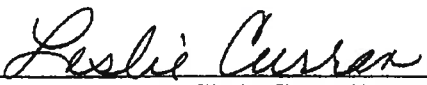
SECTION 2. The Mayor is authorized to execute the Development Agreement on behalf of the City.


SECTION 3. The Development Agreement shall be valid for a period of twenty years from the date of execution.

SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth (5<sup>th</sup>) business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

First reading conducted on the 4<sup>th</sup> day of March, 2010.

Adopted by St. Petersburg City Council on second and final reading on the 20th day of May, 2010.

  
\_\_\_\_\_  
Leslie Curran Chair-Councilmember  
Presiding Officer of the City Council

ATTEST:   
\_\_\_\_\_  
Amelia Preston, Deputy City Clerk

FLUM-7



Not vetoed. Effective date Thursday, May 27, 2010 at 5:00 p.m.

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 19<sup>th</sup> day of JULY 2010, by and between ROBERT N. LYNCH, AS BISHOP OF THE DIOCESE OF ST. PETERSBURG, a Corporation Sole, whose mailing address is 6363 9<sup>th</sup> Avenue North, St. Petersburg, Florida 33710 (hereinafter "Owner"), CLEAR OCEAN INVESTMENTS II CORPORATION, a Florida Corporation, whose mailing address is 4701 Central Avenue, St. Petersburg, Florida 33713 (hereinafter the "Developer") and the CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation, whose mailing address is P. O. Box 2842, St. Petersburg, Florida 33731 (hereinafter the "City") (collectively hereinafter "the Parties").

### WITNESSETH:

WHEREAS, Owner is the fee simple title owner of approximately 17.99 acres of land located at 6533 9<sup>th</sup> Avenue North, St. Petersburg, Florida 33710 within the boundaries of the City, the legal description of which is attached hereto as Exhibit "A" (hereinafter the "Property"); and

WHEREAS, Owner has contracted to sell the Property and Developer has contracted to purchase the Property; and

WHEREAS, SEMBLER FLORIDA, INC., a Florida Corporation, whose address is 5858 Central Avenue, St. Petersburg, Florida 33707 (hereinafter "Sembler") has some existing contractual rights related to the Property that are not expected to survive the closing by the Developer on the Property; and

WHEREAS, Developer desires to develop approximately 12.02 acres of the Property described on Exhibit "B" attached hereto (hereinafter the "Residential Property") as permitted in the City's Neighborhood Suburban Multifamily (NSM-1) zoning district with a Residential Medium (RM) comprehensive land use designation; and

WHEREAS, Owner has filed an application with the City requesting a Comprehensive Plan Change Amendment to change the Future Land Use Plan Category for the Residential Property from Institutional to Residential Medium (RM); and

WHEREAS, Owner has filed a Rezoning Application with the City to change the zoning of the Residential Property from Neighborhood Suburban - 2 (NS-2) to Neighborhood Suburban Multifamily (NSM-1); and

WHEREAS, Developer desires to develop approximately 5.96 acres of the Property described on Exhibit "C" attached hereto (hereinafter the "Commercial Property") as permitted in the City's Corridor Residential Suburban (CRS-1) zoning district, subject to the limitations set forth in this Agreement, with a Residential/Office General (R/OG) comprehensive land use designation; and

WHEREAS, Owner has filed an application with the City requesting a Comprehensive Plan Change Amendment to change the Future Land Use Plan Category for the Commercial Property from Institutional to Residential/Office General (R/OG); and

WHEREAS, approximately 4.50 acres, described on Exhibit "D" attached hereto, of the Commercial Property is currently zoned Corridor Residential Suburban (CRS-1); and

WHEREAS, Owner has filed a Rezoning Application with the City to change the zoning of remaining approximately 1.46 acres, described on Exhibit "E" attached hereto, of the Commercial Property from Neighborhood Suburban - 2 (NS-2) to Corridor Residential Suburban (CRS-1); and

WHEREAS, Owner, Developer and the City desire to establish certain terms and conditions relating to the proposed development of the Property in accordance with Sections 163.3220-163.3243, Florida Statutes, the Florida Local Government Development Agreement Act (hereinafter the "Act"); and

WHEREAS, in accordance with Section 163.3220, Florida Statutes, et. seq. and Section 16.05 of the City's LDRs, the City is authorized to enter into a Development Agreement; and



WHEREAS, the first public hearing on this Agreement was held by the Planning and Visioning Commission on February 9, 2010; and

WHEREAS, the first reading of this Agreement was held by the City Council on March 4, 2010; and

WHEREAS, the second reading of and public hearing on this Agreement is scheduled to be held by the City Council on May 20, 2010; and

WHEREAS, the Developer desires to develop the Property in accordance with the conditions and limitations set forth in this Agreement.

### DEFINITIONS

The terms defined in this Agreement shall have the following meanings, except as herein otherwise expressly provided:

**"Agreement"** means this Development Agreement, including any Exhibits, and any amendments hereto or thereto.

**"Authorized Representative"** means the person or persons designated and appointed from time to time as such by the Owner, Developer, or the City.

**"City Council"** means the governing body of the City, by whatever name known or however constituted from time to time.

**"City's Comprehensive Plan"** means the City of St. Petersburg Comprehensive Plan, as most recently amended prior to the date hereof.

**"City's LDRs"** means the City of St. Petersburg Land Development Regulations, as most recently amended prior to the date hereof.

**"Development"** means all improvements to real property, including buildings, other structures, parking and loading areas, landscaping, paved or graveled areas, and areas devoted to exterior display, storage, or activities. Development includes improved open areas such as plazas and walkways, but does not include natural geologic forms or unimproved real property.

**"Development Permit"** includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

**"Exhibits"** means those agreements, diagrams, drawings, specifications, instruments, forms of instruments, and other documents attached hereto and designated as exhibits to, and incorporated in and made a part of, this Agreement.

**"Florida Statutes"** means all references herein to "Florida Statutes" are to Florida Statutes (2009), as amended from time to time.

**"Governmental Authority"** means the City, the County or any other governmental entity having regulatory authority over the Project and that issues a Development Permit for the Project to be constructed and opened for business.

**"Project"** means the proposed development to be located on the Property as contemplated by this Agreement and as more particularly shown in the Diocese of St. Petersburg Site Plan, attached hereto and incorporated herein as Exhibit "F".

**"Property"** means the real property more particularly described in the legal description in Exhibit "A".

## AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants and mutual promises hereinafter set forth, the Parties agree as follows:

1. Recitals, Definitions, and Exhibits. The foregoing recitations are true and correct and are hereby incorporated herein by reference. The foregoing Definitions are hereby incorporated herein by reference. All exhibits to this Agreement are essential to this Agreement and are hereby deemed a part hereof.

2. Intent. It is the intent of the Parties that this Agreement shall be adopted in conformity with the Act and that this Agreement should be construed and implemented so as to effectuate the purposes and intent of the Act. This Agreement shall not be executed by or binding upon any Party until adopted in conformity with the Act.

3. Recording and Effective Date. After the Agreement has been executed by the Parties, and after the date the Comprehensive Plan Amendment and Zoning Designation Amendment become effective, the City shall record the Agreement in the Public Records of Pinellas County, Florida, at the Developer's expense and shall forward a copy of the recorded Agreement to the Florida Department of Community Affairs ("DCA"). Thirty (30) days after receipt of the recorded Agreement by the DCA, this Agreement shall become effective (the "Effective Date").

4. Duration. The initial term of this Agreement shall be for twenty (20) years from the Effective Date. Owner and Developer agree that this Agreement may be extended by the City at the end of the initial term for an additional twenty (20) year renewal term, subject to all necessary requirements in accordance with the Florida Statutes and the City's then-existing LDRs.

5. Permitted Development Uses and Building Intensities.

(a) Permitted Development Uses. The Property currently holds an Institutional comprehensive land use designation. Owner has applied to the City to rezone the Residential Property from NS-2 to NSM-1, with a concurrent application to amend the Future Land Use designation to RM. Currently approximately 4.50 acres of the Commercial Property is zoned CRS-1. Owner has applied to the City to rezone the remaining approximately 1.46 acres of Commercial Property from NS-2 to CRS-1, with a concurrent application to amend the Future Land Use designation of the Commercial Property to R/OG. Upon such rezoning and land use plan amendments being adopted, the Property may be used for the purposes permitted in the applicable zoning districts subject to the additional limitations and conditions set forth in this Agreement.

(b) Maximum Density, Intensity, and Height of Proposed Uses. For the purposes of this Development Agreement, maximum density, intensity, and height shall be as provided by the City of St. Petersburg City Code, including the City's LDRs, and all applicable laws and regulations of the State of Florida, including but not limited to the Florida Statutes, the Florida Building Code, and all applicable regulations of the Florida Department of Transportation. A workforce housing density bonus of six (6) units per acre is also allowable, subject to the City's Workforce Housing Ordinance. Additional building height can be achieved pursuant to the Large Tract Planned Development Overlay regulations, set forth in Chapter 16 of the City Code.

(c) Limitations and Conditions on Use. A conceptual site plan for the Property is attached hereto as Exhibit "F". This site plan is conceptual only to provide a conceptual layout for the general location of the proposed uses and is subject to full site plan review in accordance with existing procedures and requirements established by the City's LDRs. The development uses proposed on the Commercial Property and their approximate sizes include a four thousand (4,000) sq. ft. bank branch; a fifteen thousand (15,000) sq. ft. one (1) story medical office building; a six thousand (6,000) sq. ft. daycare facility; and a thirty thousand (30,000) sq. ft. two (2) story medical office building. In the alternative, the development uses proposed on the Commercial Property and their approximate sizes include a four thousand (4,000) sq. ft. one (1) story bank branch and a fifty-one thousand (51,000) sq. ft. medical office building with no more than three (3) stories, and the Developer agrees that such uses are to be located on the portion of the Commercial Property fronting 66<sup>th</sup> Street. Under either proposed development scenario, total development of the Commercial Property shall not exceed fifty-five thousand (55,000) sq. ft. of development uses. The development uses proposed on the Residential

Property include an apartment building for the elderly with eighty-three (83) units and no more than three (3) stories; a skilled nursing facility with approximately one hundred (100) beds and no more than two (2) stories; and an Assisted Living Facility/Independent Living Facility (ALF/ILF) with approximately one hundred fifty (150) beds and no more than three (3) stories. Together the skilled nursing facility and the ALF/ILF on the Residential Property shall have no more than two hundred fifty (250) beds total. Owner and Developer agree that the following limitations and conditions shall apply to any site plan approved for the Property:

- (1) Any buildings shall be prohibited within the northern one hundred forty (140) feet of the Property.
- (2) Residential buildings located on the 9<sup>th</sup> Avenue North perimeter of the Residential Property facing the abutting single family neighborhoods shall be designed in accordance with the Redevelopment Plan criteria set forth in the City's LDRs.
- (3) No motor vehicular access to or from the Property shall be allowed to or from 13<sup>th</sup> Avenue North.
- (4) The following uses shall be prohibited on any part of the Property:
  - a. Restaurants and bars (where the predominant business is the sale of alcoholic beverages) and liquor stores.
  - b. Outdoor sound system, loud speakers or live outdoor music.
  - c. Service truck deliveries between 10:00 pm and 6:00 am.
  - d. Pawn shops.
- (5) Developer shall incorporate the most current technology and applications to address site lighting spillage, including, but not limited to, flat lens, shields, low profile baffled lighting, and low profile poles. A photometric plan shall be developed to ensure that no source of illumination shall be directly visible from any window in any residence abutting the Property.
- (6) Any solid wall installed along 9<sup>th</sup> Avenue North shall be no higher than three (3) feet unless required to be higher by City Code.
- (7) Developer shall provide a bus pull-off area on 66<sup>th</sup> Street between 9<sup>th</sup> Avenue North and 13<sup>th</sup> Avenue North, if agreed to by the City, the Florida Department of Transportation, and Pinellas Suncoast Transit Authority (PSTA).
- (8) Developer shall provide enhanced bus shelters on 66<sup>th</sup> Street between 9<sup>th</sup> Avenue North and 13<sup>th</sup> Avenue North, if agreed to by the City, the Florida Department of Transportation, and PSTA.
- (9) Developer shall provide a pedestrian connection from the bus stops on 66<sup>th</sup> Street to the site, if agreed to by the City, the Florida Department of Transportation, and PSTA.
- (10) Developer shall provide pedestrian connections between the buildings within the site and 13<sup>th</sup> Avenue North, 9<sup>th</sup> Avenue North, and 66<sup>th</sup> Street, if agreed to by the City.
- (11) Developer shall provide bicycle racks within the site as required by City Code.
- (12) Development of the Residential Property shall be limited to an apartment building for the elderly with eighty-three (83) units and no more than three stories; a skilled nursing facility with approximately one hundred (100) beds and no more than two stories; and an Assisted Living Facility/Independent Living Facility (ALF/ILF) with approximately one hundred fifty (150) beds and no more than three stories. Together the skilled nursing facility and the ALF/ILF on the Residential Property shall have no more than two hundred fifty (250) beds total.

(13) The final site plan shall clearly identify the points of vehicular access into the Residential Property and between the Residential Property and the Commercial Property.

(d) Additional Development Requirements. In addition to the site plan requirements set forth above, Developer agrees:

(1) To seek any required approvals from the Florida Department of Transportation and any other governmental entity for the following improvements and to make such improvements if the required approvals are received:

a. Close the existing northern median opening on 66<sup>th</sup> Street between 9<sup>th</sup> Avenue North and 13<sup>th</sup> Avenue North.

b. Extend the southbound left turn lane on 66<sup>th</sup> Street at 9<sup>th</sup> Avenue North.

c. Extend the northbound left turn lane on 66<sup>th</sup> Street at 13<sup>th</sup> Avenue North.

d. Provide directional median opening and southbound left turn lane on 66<sup>th</sup> Street at the main Project driveway located between the northern and southern driveways.

e. Provide a northbound right turn lane on 66<sup>th</sup> Street at the main Project driveway located between the northern and southern driveways.

f. Provide a northbound right turn lane on 66<sup>th</sup> Street at the northern Project driveway.

g. Provide an eastbound left turn lane on 9<sup>th</sup> Avenue North at the eastern Project driveway.

h. Provide a westbound right turn lane on 9<sup>th</sup> Avenue North at the eastern Project driveway.

i. Extend the westbound right turn lane and westbound left turn lane on 9<sup>th</sup> Avenue North at 66<sup>th</sup> Street.

(2) To design and construct any access to or egress from the Property onto 9<sup>th</sup> Avenue North so as to eliminate or deter vehicular traffic from and through to 65<sup>th</sup> Street North into the Eagle Crest Neighborhood. Developer will assist, support and cooperate with the Eagle Crest Neighborhood Association to obtain modifications at the southernmost intersection of 9<sup>th</sup> Avenue North and 65<sup>th</sup> Street North to eliminate or deter through traffic access onto the Property from 65<sup>th</sup> Street North.

(3) To assist, support and cooperate with the appropriate neighborhood associations to obtain "No U-Turn" approval and signage at the intersection of 66<sup>th</sup> Street and 13<sup>th</sup> Avenue North from the Florida Department of Transportation and any other governmental authority/jurisdiction from which approval of such signage must be obtained.

(4) To limit, as reasonably practicable, vehicular traffic related to construction activities at the Project Site from using the streets in the residential neighborhoods surrounding the Project Site.

(5) To limit the days and hours of construction activities as required by the City of St. Petersburg City Code.

6. Public Facilities; Traffic Concurrency. The following existing and needed public facilities are identified as serving the Project:

(a) Potable Water: The City will provide potable water to the Project Site. Sufficient supply capacity is available to service the Project, consistent with the requirements of the City's concurrency management regulations.

(b) Sanitary Sewer: The City will provide sanitary sewer service to the Project Site. Sufficient treatment capacity is available to service the Project, consistent with the requirements of the City's concurrency management regulations.

(c) Stormwater Management: Stormwater management level of service is project-dependent rather than based on the provision and use of public facilities and is not directly provided by the City. The design and construction of the proposed stormwater facilities on the Project Site shall be in compliance with the requirements of the City of St. Petersburg City Code and the Southwest Florida Water Management District, shall meet concurrency requirements for stormwater, and shall not result in degradation of the level of service below City's adopted level of service.

(d) Law Enforcement: Law Enforcement protection will be provided by the City of St. Petersburg Police Department using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

(e) Fire Protection and Emergency Medical Service: Fire protection and emergency medical services will be provided by the City using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

(f) Library Facilities and Services: Library facilities and services will be provided by the City using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements and no new public library facilities will be needed to service the Project.

(g) Public Schools: Public school facilities and services will be provided by the Pinellas County School Board. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements and no new public facilities will be needed to service the Project.

(h) Solid Waste: Solid waste collection services will be provided by the City using facilities, equipment and service capacity already in place, while waste disposal services will be handled by Pinellas County. Capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

(i) Transportation/Mass Transit: The determination of adequacy of public facilities, including transportation facilities, to serve the proposed development shall be made in accordance with the City's Concurrency requirements in existence as of the date of this Agreement.

(j) Utility Improvements: Utility improvements necessary to provide service to a structure shall be constructed by Developer at Developer's expense prior to issuance of certificates of occupancy for the structure.

7. Reservation or Dedication of Land. Owner and Developer shall not be required to reserve or dedicate land within the Property for municipal purposes other than: (a) public utility easements for utilities servicing the Property; (b) as applicable for roadways and other transportation facilities; and (c) subject to reasonable reservation and dedications during site plan review and approval.

8. Local Development Permits. The following local development approvals will be required to develop the Property for uses permitted in the NSM-1 and CRS-1 zoning districts:

- (a) Final site plan and, if applicable, special exception approval;
- (b) Water, sewer, paving and drainage permits;
- (c) Building permits;



- (d) Certificates of Occupancy;
- (e) Certificates of Concurrence;
- (f) Any other development permits that may be required by City ordinances and regulations; and
- (g) Such other City, County, State or Federal permits as may be required by law.

9. Consistency with Comprehensive Plan. Development of the Property for the purposes allowed in the NSM-1 and CRS-1 zoning districts will be consistent with the City's Comprehensive Plan once the Future Land Use element of the Plan is amended to Residential/Office General (R/OG) for the Commercial Property and to Residential Medium (RM) for the Residential Property.

10. Necessity of Complying with Local Regulations Relative to Permits. The Parties agree that the failure of this Agreement to address a particular permit, condition, fee, term or restriction shall not relieve Owner and/or Developer of the necessity of complying with regulations governing said permitting requirements, conditions, fees, terms or restrictions.

11. Binding Effect. The obligations imposed pursuant to this Agreement upon the Parties and upon the Property shall run with and bind the Property as covenants running with the Property. This Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees and assigns, which shall include, but are not limited to, Sembler. Notwithstanding the foregoing, the rights and obligations under this Agreement of the owner of the Property shall pass to Developer upon the closing of Developer's purchase of the Property from such owner, and the owner of the Property shall be relieved of any further obligations under this Agreement upon Developer's acquisition of title to the Property.

12. Concurrency and Comprehensive Plan Findings. Based on the conceptual site plan incorporated herein as Exhibit "F", the City has determined that the concurrency requirements of Sections 16.03.050 and 16.03.060 of the City's LDRs and the City's Comprehensive Plan will be met for the Project. The City has found that the Project and this Agreement appear to be consistent with and further the goals, objectives, policies and action strategies of the City's Comprehensive Plan and with the City's LDRs.

13. Disclaimer of Joint Venture. The Parties represent that by the execution of this Agreement it is not the intent of the Parties that this Agreement be construed or deemed to represent a joint venture or common undertaking between any Parties, or between any Party and any third party. While engaged in carrying out and complying with the terms of this Agreement, Owner and Developer are independent principals and not contractors for or officers, agents, or employees of the City. Neither Owner nor Developer shall at any time or in any manner represent that it or any of its agents or employees are employees of the City.

14. Amendments. The Parties acknowledge that this Agreement may be amended by mutual consent of the Parties subsequent to execution in accordance with §163.3237, Florida Statutes and Section 16.05 of the City's LDRs. All amendments to this Agreement shall be ineffective unless reduced to writing and executed by the Parties in accordance with the City's LDRs.

15. Notices. All notices, demands, requests for approvals or other communications given by any Party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, by a recognized national overnight courier service, or by facsimile transmission to the office for each Party indicated below and addressed as follows:

- (a) **To the Owner:**  
Diocese of St. Petersburg  
ATTN: Real Estate Department  
P.O. Box 40200  
St. Petersburg, FL 33743-0200  
**With a copy to:**  
DiVito & Higham  
ATTN: Joseph A. DiVito, Esq.  
4514 Central Avenue  
St. Petersburg, FL 33711

- (b) **To the Developer:**  
Clear Ocean Investments II Corporation  
ATTN: William H. Howell  
4701 Central Avenue, Suite A  
St. Petersburg, FL 33713  
**With a copy to:**  
Hayes Law Group  
ATTN: George L. Hayes, III, Esq.  
4701 Central Avenue, Suite A  
St. Petersburg, FL 33713
- (c) **To the City:**  
City of St. Petersburg  
Attn: Rick W. MacAulay, Manager  
Urban Planning, Design and Historic Preservation Division  
City of St. Petersburg Development Services Dept  
One 4<sup>th</sup> Street North  
St. Petersburg, FL 33701  
**With a copy to:**  
Assistant City Attorney, City of St. Petersburg  
Attn: Milton A. Galbraith, Jr., Esq.  
Municipal Services Center  
One 4<sup>th</sup> Street North  
St. Petersburg, FL 33701

16. **Effectiveness of Notice.** Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the fifth (5) business day after mailing. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Paragraph. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other Parties and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular Party hereto, all other Parties may rely upon the last address given. Notices given by facsimile transmission shall be effective on the date sent.

17. **Default.** In the event any Party is in default of any provision hereof, any non-defaulting Party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting Party written notice of the same pursuant to this Agreement. The defaulting Party shall have thirty (30) business days from the receipt of such notice to cure the default. If the defaulting Party timely cures the default, this Agreement shall continue in full force and effect. If the defaulting Party does not timely cure such default, the non-defaulting Party shall be entitled to pursue its remedies available at law or equity.

18. **Non-Action on Failure to Observe Provisions of this Agreement.** The failure of any Party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any Exhibit hereto, or any other agreement, instrument or document of whatever form or nature contemplated hereby shall not be deemed a waiver of any right or remedy that the Party may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

19. **Applicable Law and Venue.** The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. Venue for any proceeding arising under this Agreement shall be in the Sixth Judicial Circuit, in and for Pinellas County, Florida, for State actions and in the United States District Court for the Middle District of Florida for federal actions, to the exclusion of any other venue.

20. **Construction.** This Agreement has been negotiated by the Parties, and the Agreement, including, without limitation, the Exhibits, shall not be deemed to have been prepared by any Party, but by all equally.

21. Entire Agreement.

(a) This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral. With the exception of conditions that may be imposed by the City in approving any Development Permit, no Party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement, and this Agreement may not be amended or modified except by written instrument signed by the Parties hereto, in accordance with this Agreement, Florida Statutes Section 163.3237, and Section 16.05 of the City's LDRs.

(b) Any provisions of this Agreement shall be read and applied in para materia with all other provisions hereof.

22. Holidays. It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed by the City, it shall be postponed to the next following business day.

23. Certification. The Parties shall at any time and from time to time, upon not less than ten (10) days prior notice by the other Party execute, acknowledge and deliver to the other Party (and, in the case of the City, to a Project Lender) a statement in recordable form certifying that this Agreement has not been modified and is in full force and effect (or if there have been modifications that this Agreement as modified is in full force and effect and setting forth a notation of such modifications), and that to the knowledge of such Party, neither it nor any other Party is then in default hereof (or if another Party is then in default hereof, stating the nature and details of such default), it being intended that any such statement delivered pursuant to this Paragraph may be conclusively relied upon by any prospective purchaser, mortgagee, successor, assignee of any mortgage or assignee of the respective interest in the Project, if any, of any Party made in accordance with the provisions of this Agreement.

24. Termination. This Agreement shall automatically terminate and expire upon the occurrence of the first of the following:

(a) The expiration of twenty (20) years from the Effective Date of this Agreement, as defined herein, unless the City extends the initial term for an additional twenty (20) year renewal term pursuant to the terms of this Agreement and subject to all necessary requirements in accordance with the Florida Statutes and the City's then-existing LDRs; or

(b) The revocation of this Agreement by the City Council in accordance with Section 163.3235, Florida Statutes and Section 16.05 of the City's LDRs; or

(c) The execution of a written agreement by all Parties, or by their successors in interest, providing for the cancellation and termination of this Agreement.

25. Deadline for Execution. The Owner and Developer shall execute this Agreement prior to the date on which the City Council considers this Agreement for final approval.

26. Covenant of Cooperation. The Parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement and in achieving the completion of development of the Project Site, including processing amendments to this Agreement.

27. Approvals.

(a) For the purposes of this Agreement any required written permission, consent, approval or agreement ("Approval") by the City means the Approval of the Mayor or his designee unless otherwise set forth herein and such approval shall be in addition to any and all permits and other licenses required by law or this Agreement.

(b) For the purposes of this Agreement any right of the City to take any action permitted, allowed or required by this Agreement, may be exercised by the Mayor or his designee, unless otherwise set forth herein.

28. 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 by a court of competent jurisdiction, shall not be affected thereby and shall with the remainder of this Agreement continue unmodified and in full force and effect.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

30. Failure of Development to Occur as Proposed. If development of the Property does not occur as proposed under this Agreement, both the City and the property owner have the right to initiate the process to change the land use and zoning designations of the Property to the designations that existed at the time of execution of this Agreement.

31. Cancellation. This Agreement shall become null and void as to any portion of the Property if any of the following occur: (1) the Developer fails to obtain the rezoning or Comprehensive Plan Amendment as more fully set forth above; (2) the Future Land Use designation of the Residential Property or any portion thereof changes to any designation other than RM; (3) the zoning of the Residential Property or any portion thereof changes to any designation other than NSM-1; (4) the Future Land Use Designation of the Commercial Property or any portion thereof changes to any designation other than R/OG; or (5) the zoning designation of the Commercial Property or any portion thereof changes to any designation other than CRS-1.

32. Third Party Beneficiaries. The rights and obligations of the Parties set forth in this Agreement are personal to the Parties, and no third parties are entitled to rely on or have an interest in any such rights and obligations.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ATTEST:

Eva Andujar  
CITY CLERK

CITY  
CITY OF ST. PETERSBURG, FLORIDA

By: [Signature]

As Its: Mayor

19th day of July, 2010

Approved as to form and content

By Office of City Attorney  
Erica K. Smith





OWNER

WITNESSES:

ROBERT N. LYNCH, AS BISHOP OF  
THE DIOCESE OF ST. PETERSBURG,  
A CORPORATION SOLE

sign Maria T. Gonzalez  
print Maria T. Gonzalez  
sign Kathleen M. Fitzer  
print Kathleen M. Fitzer

By: [Signature]  
print Elizabeth M. Deptula  
title Secretary of Administration  
date 4/9/10

DEVELOPER

WITNESSES:

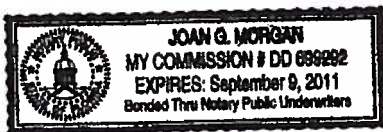
CLEAR OCEAN INVESTMENTS II CORPORATION,  
A FLORIDA CORPORATION

sign Cindy Fearon  
print CINDY FEARON  
sign [Signature]  
print LINDA FEARON

By: [Signature]  
print William H. Howell  
title Pres.  
date 4-9-10

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of April, 2010,  
by Elizabeth Deptula on behalf of Robert N. Lynch, as Bishop of the Diocese of St. Petersburg, a  
Corporation Sole, who is personally known to me or produced \_\_\_\_\_ as identification.



NOTARY PUBLIC:

sign [Signature]  
print JOAN G. MORGAN

State of Florida at Large

My Commission Expires:

(SEAL)



STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of April, 2010,  
by WILLIAM H. HOWELL as Pres. of Clear Ocean Investments II  
Corporation, a Florida corporation, on behalf of the corporation, who is personally known to me or produced  
\_\_\_\_\_ as identification.



NOTARY PUBLIC:

sign

print

State of Florida at Large

My Commission Expires:

(SEAL)

**EXHIBIT "A"**

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH AVENUE NORTH; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°48'25" EAST, 173.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00°06'23" EAST, 275.79 FEET; THENCE SOUTH 32°34'44" EAST, 228.12 FEET; THENCE SOUTH 00°03'55" WEST, 775.72 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9TH AVENUE NORTH; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 762.64 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66TH STREET NORTH; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, AND ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 980.52 FEET TO THE SOUTHWEST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 89°48'38" EAST, 472.12 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID SOUTH BOUNDARY, AND ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 00°06'23" WEST, 260.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 17.991 ACRES, MORE OR LESS

**EXHIBIT "B"**

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13<sup>TH</sup> AVENUE NORTH; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°48'25" EAST, 173.82 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00°06'23" EAST, 275.79 FEET; THENCE SOUTH 32°34'44" EAST, 228.12 FEET; THENCE SOUTH 00°03'55" WEST, 775.72 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9<sup>TH</sup> AVENUE NORTH, THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 497.64 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 981.70 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE ALONG SAID SOUTH BOUNDARY, NORTH 89°48'38" EAST, 207.12 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID SOUTH BOUNDARY, AND ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 00°06'23" WEST, 260.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12.02 ACRES, MORE OR LESS.

**EXHIBIT "C"**

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13<sup>TH</sup> AVENUE NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET; THENCE NORTH 89°56'16" WEST, 265.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66<sup>TH</sup> STREET NORTH; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET TO THE SOUTHWEST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 89°48'38" EAST, 265.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.

**PLUS**

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13<sup>TH</sup> STREET NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°18'28" EAST, 490.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9<sup>TH</sup> AVENUE NORTH; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 265.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66<sup>TH</sup> STREET NORTH; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, AND ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°56'16" EAST, 265.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.

TOTAL SAID PARCELS CONTAIN 5.96 ACRES, MORE OR LESS.

**EXHIBIT "D"**

**LEGAL DESCRIPTION:**

THE WEST 200 FEET OF A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13<sup>TH</sup> AVENUE NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET; THENCE NORTH 89°56'16" WEST, 265.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66<sup>TH</sup> STREET NORTH; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET TO THE SOUTHWEST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 89°48'38" EAST, 265.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.

**PLUS**

THE WEST 200 FEET OF A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13<sup>TH</sup> STREET NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°18'28" EAST, 490.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9<sup>TH</sup> AVENUE NORTH; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 265.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66<sup>TH</sup> STREET NORTH; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, AND ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°56'16" EAST, 265.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS. TOTAL SAID PARCELS CONTAIN 5.96 ACRES, MORE OR LESS.

**EXHIBIT "E"**

**LEGAL DESCRIPTION:**

THE EAST 65 FEET OF A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13<sup>TH</sup> AVENUE NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET; THENCE NORTH 89°56'16" WEST, 265.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66<sup>TH</sup> STREET NORTH; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET TO THE SOUTHWEST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 89°48'38" EAST, 265.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.

**PLUS**

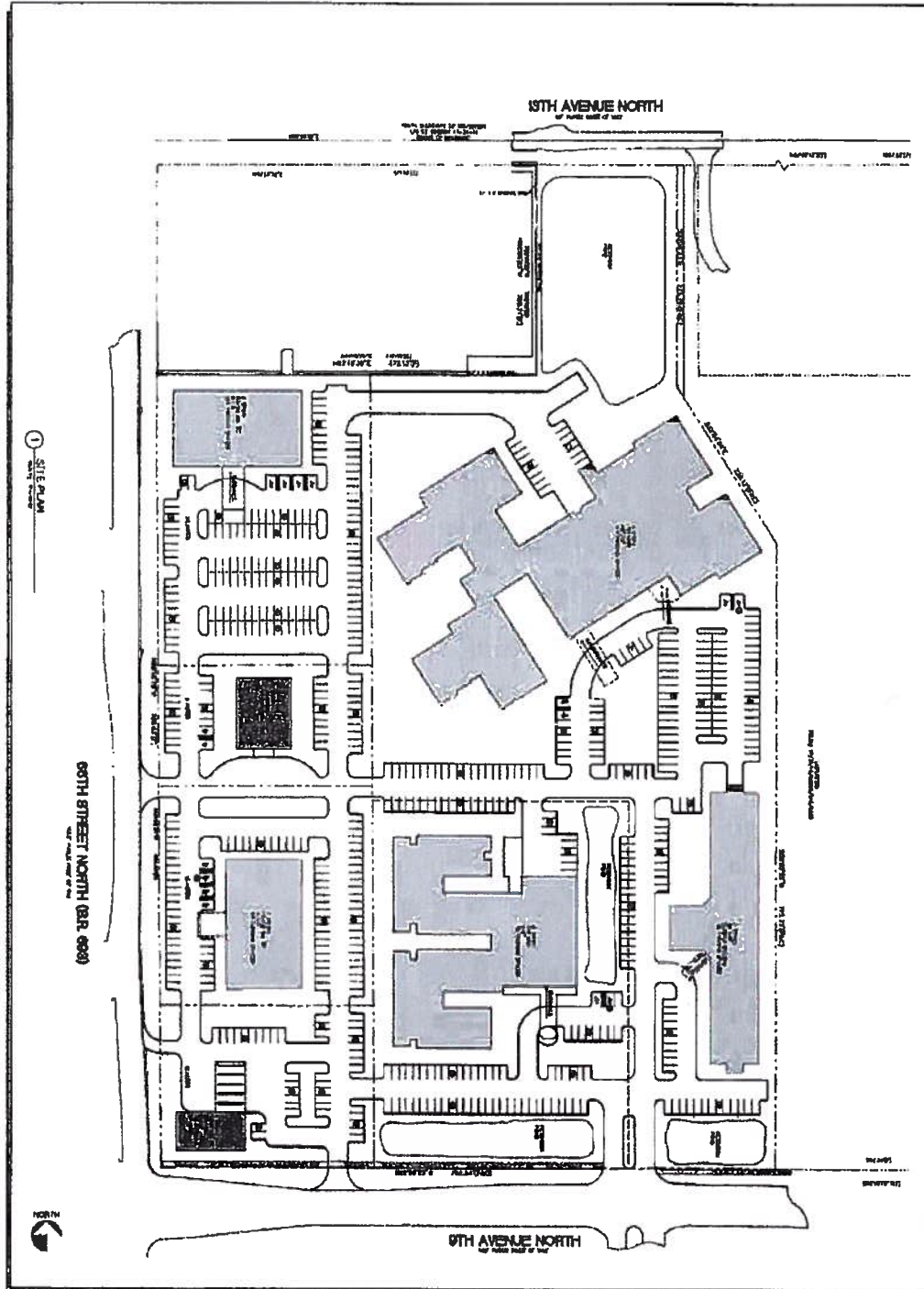
THE EAST 65 FEET OF A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13<sup>TH</sup> STREET NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°18'28" EAST, 490.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9<sup>TH</sup> AVENUE NORTH; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 265.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66<sup>TH</sup> STREET NORTH; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, AND ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°56'16" EAST, 265.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS. TOTAL OF SAID PARCELS CONTAIN 5.96 ACRES, MORE OR LESS.



**EXHIBIT "F"**

**SITE PLAN**



<p>AS101</p>	<p>Diocese of St. Petersburg</p>	<p>Diocese of St. Petersburg</p>	<p>Diocese of St. Petersburg</p>	<p>Diocese of St. Petersburg</p>	<p>Diocese of St. Petersburg</p>	<p>Diocese of St. Petersburg</p>	<p>Diocese of St. Petersburg</p>	<p>Diocese of St. Petersburg</p>	<p>Diocese of St. Petersburg</p>	<p>Diocese of St. Petersburg</p>	<p>Diocese of St. Petersburg</p>	<p>Diocese of St. Petersburg</p>	<p>Diocese of St. Petersburg</p>
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**EXHIBIT "B"**  
**LEGAL DESCRIPTION - PROPERTY**

· Crossroads at Tyrone, Block 1, Lots 1 - 3, Plat Book 137, Pages 75-76, as recorded in the Public Records of Pinellas County, Florida. (Containing 17.99 acres, mol.)

EXHIBIT "C"  
LEGAL DESCRIPTION – RESIDENTIAL PROPERTY

Crossroads at Tyrone, Block 1, Lot 3, Plat Book 137, Pages 75-76, as recorded in the Public Records of Pinellas County, Florida. (Containing 12.02 acres, mol.)



EXHIBIT "D"  
LEGAL DESCRIPTION – COMMERCIAL PROPERTY

Crossroads at Tyrone, Block 1, Lots 1 and 2, Plat Book 137, Pages 75-76, as recorded in the Public Records of Pinellas County, Florida. (Containing 5.96 acres, mol.)

**EXHIBIT “E”  
FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT**

ORDINANCE NO. 40-H

AN ORDINANCE APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN ROBERT N. LYNCH, AS BISHOP OF THE DIOCESE OF ST. PETERSBURG, CLEAR OCEAN INVESTMENTS II CORPORATION, AND THE CITY OF ST. PETERSBURG RELATING TO THE DEVELOPMENT OF PROPERTY GENERALLY LOCATED AT 6533 NINTH AVENUE NORTH WITHIN THE BOUNDARIES OF THE CITY; RECOGNIZING THAT THE SUBJECT AMENDMENT IS BETWEEN THE CITY, ROBERT N. LYNCH, AS BISHOP OF THE DIOCESE OF ST. PETERSBURG, AND HEARTLAND COMMUNITIES, LLC, WHICH HAS SUCCEEDED CLEAR OCEAN INVESTMENTS II CORPORATION AS DEVELOPER; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. An Amendment to the Development Agreement between Robert N. Lynch, as Bishop of the Diocese of St. Petersburg, a Corporation Sole, Clear Ocean Investments II Corporation, a Florida Corporation, and the City of St. Petersburg relating to the development of property generally located at 6533 Ninth Avenue North within the boundaries of the City is hereby approved and adopted. The subject Amendment is between the City, Robert N. Lynch, as Bishop of the Diocese of St. Petersburg, and Heartland Communities, LLC, a Florida Limited Liability Company, which has succeeded Clear Ocean Investments II Corporation as Developer. A copy of the Amendment is attached hereto and incorporated herein as Exhibit "1."

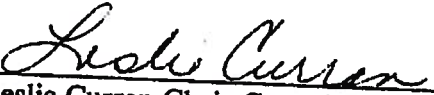
SECTION 2. The Mayor, or his designee, is authorized to execute the Amendment to the Development Agreement on behalf of the City.

SECTION 3. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth (5<sup>th</sup>) business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk.


In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

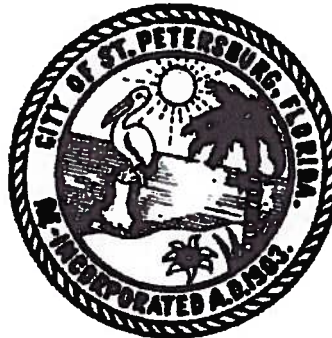
First reading conducted on the 2nd day of August, 2012.

Adopted by St. Petersburg City Council on second and final reading on the 16th day of August, 2012.

  
Leslie Curran Chair-Councilmember  
Presiding Officer of the City Council

ATTEST:

  
Eva Andujar City Clerk



Title Published: Times 1-t 8/5/2012

Not vetoed. Effective date Thursday, August 23, 2012 at 5:00 p.m.



## AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") is made and entered into this 16<sup>th</sup> day of October, 2012, by and between ROBERT N. LYNCH, AS BISHOP OF THE DIOCESE OF ST. PETERSBURG, a Corporation Sole, whose mailing address is 6363 9<sup>th</sup> Avenue North, St. Petersburg, Florida 33710 (hereinafter the "Owner"), HEARTLAND COMMUNITIES, LLC, a Florida Limited Liability Company, whose mailing address is P.O. Box 978, Doylestown, Pennsylvania 18901 (hereinafter the "Developer"), and the CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation, whose mailing address is City Attorney's Office, P.O. Box 2842, St. Petersburg, Florida 33731 (hereinafter the "City").

### **WITNESSETH:**

WHEREAS, Robert N. Lynch, as Bishop of the Diocese of St. Petersburg, Clear Ocean Investments II Corporation, and the City entered into that certain Development Agreement dated July 19, 2010 ("Development Agreement") and more particularly described in Exhibit "A," attached hereto and made a part hereof, pertaining to a certain approximately 17.99 acres of land located at 6533 9<sup>th</sup> Avenue North, St. Petersburg, Florida 33710 within the boundaries of the City, more particularly described in the legal description in Exhibit "B," attached hereto and made a part hereof (hereinafter the "Property"); and

WHEREAS, the Development Agreement established certain terms and conditions relating to the proposed development of the Property in accordance with Sections 163.3220-163.3243, Florida Statutes, the Florida Local Government Development Agreement Act (hereinafter, the "Act"); and

WHEREAS, the Development Agreement was recorded in the Public Records of Pinellas County on August 5, 2010 at OR Book 16994, Page 385-405 and runs with the Property for a period of twenty (20) years from the Effective Date of that Agreement; and

WHEREAS, the Development Agreement is still in effect as of the Effective Date of this Amendment and is binding upon and enforceable by and against those parties who signed the Development Agreement, their personal representatives, heirs, successors, grantees, and assigns; and

WHEREAS, the Development Agreement discussed the development of the Property in terms of the development of the "Residential Property" (approximately 12.02 acres of the Property), more particularly described in the legal description in Exhibit "C," attached hereto and made a part hereof, and the development of the "Commercial Property" (approximately 5.96 acres of the Property), more particularly described in the legal description in Exhibit "D," attached hereto and made a part hereof; and

WHEREAS, this Amendment makes certain changes to the terms of development of the Residential Property only; and

WHEREAS, Clear Ocean Investments II Corporation, which previously had a contract to purchase the Property from the Owner and was acting as Developer, no longer has any interest in the Property; and

WHEREAS, Heartland Communities, LLC has succeeded Clear Ocean Investments II Corporation as the Developer of the Residential Property and has a contract to purchase the Residential Property from the Owner; and

WHEREAS, the Owner and the Developer desire to modify certain terms of the Development Agreement to decrease the maximum number of buildings that may be constructed on the Residential Property, to clarify the allowable height and number of stories for each building, and to clarify that each independent

living unit permitted under the Development Agreement, as amended, may be exchanged for three assisted living facility/skilled nursing beds and vice versa.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Owner, the Developer, and the City agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are hereby incorporated herein by reference. All exhibits to this Amendment are essential to this Amendment and are hereby deemed a part hereof.

2. Amendment to Section 5(c). The following language from Section 5(c) is hereby deleted:  
"The development uses proposed on the Residential Property include an apartment building for the elderly with eighty-three (83) units and no more than three (3) stories; a skilled nursing facility with approximately one hundred (100) beds and no more than two (2) stories; and an Assisted Living Facility/Independent Living Facility (ALF/ILF) with approximately one hundred fifty (150) beds and no more than three (3) stories. Together the skilled nursing facility and the ALF/ILF on the Residential Property shall have no more than two hundred fifty (250) beds total."

and in its place is substituted the following:

"The development uses proposed on the Residential Property shall include no more than two buildings: a building with approximately eighty-five (85) Assisted Living Facility (ALF)/skilled nursing beds and eighty-three (83) Independent Living (IL) units and no more than four (4) stories; and a building with approximately one hundred sixty-five (165) ALF/skilled nursing beds and no more than three (3) stories. Each IL unit may be exchanged for three (3) ALF/skilled nursing beds, and vice versa, pursuant to the City Code."

The following language from Section 5(c)(12) is hereby deleted:

"Development of the Residential Property shall be limited to an apartment building for the elderly with eighty-three (83) units and no more than three stories; a skilled nursing facility with approximately one hundred (100) beds and no more than two stories; and an Assisted Living Facility/Independent Living Facility (ALF/ILF) with approximately one hundred fifty (150) beds and no more than three stories. Together the skilled nursing facility and the ALF/ILF on the Residential Property shall have no more than two hundred fifty (250) beds total."

and in its place is substituted the following:

"Development of the Residential Property shall be limited to two buildings. One building shall be no more than four stories, not to exceed the height permitted by the City Code. The second building shall be no more than three stories. It is anticipated that the four story building will include eighty-five (85) ALF/skilled nursing beds and eighty-three (83) Independent Living (IL) units and that the three story building will include one hundred sixty-five (165) ALF/skilled nursing beds. Each IL unit may be exchanged for three (3) ALF/skilled nursing beds, and vice versa, pursuant to the City Code. Additional examples of an IL unit and ALF/skilled nursing bed development mix utilizing the 3:1 ratio permitted by the City Code are as follows: fifty (50) IL units and three hundred forty-nine (349) ALF/skilled nursing beds; one hundred (100) IL units and one hundred ninety-nine (199) ALF/skilled nursing beds; and one hundred twenty-five (125) IL units and one hundred twenty-four (124) ALF/skilled nursing beds. If the Residential Property is developed solely with ALF/skilled nursing beds, the maximum development potential shall not exceed four hundred ninety-nine (499) ALF/skilled nursing beds. If the Residential Property is developed solely with IL units, the maximum development potential shall not exceed one hundred sixty-six (166) IL units. These "not to exceed" limits are intended to allow flexibility in the mix of IL units and ALF/skilled nursing beds."

All other terms and conditions of Section 5(c) not specifically addressed or modified in this Paragraph 2 shall remain in full force and effect.

3. Amendment to Section 15. Section 15 of the Development Agreement is hereby deleted in its entirety and in its place is substituted the following:

Notices. All notices, demands, requests for approvals or other communications given by any Party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, by a recognized national overnight courier service, or by facsimile transmission to the office for each Party indicated below and addressed as follows:

- (a) **To the Owner:**  
Diocese of St. Petersburg  
ATTN: Real Estate Department  
P.O. Box 40200  
St. Petersburg, FL 33743-0200  
**With a copy to:**  
DiVito & Higham  
ATTN: Joseph A. DiVito, Esq.  
4514 Central Avenue  
St. Petersburg, FL 33711
- (b) **To the Developer:**  
Heartland Communities, LLC  
P.O. Box 978  
Doylestown, Pennsylvania 18901
- (c) **To the City:**  
City of St. Petersburg  
Attn: Director  
Planning and Economic Development Department  
One 4<sup>th</sup> Street North  
St. Petersburg, FL 33701  
**With a copy to:**  
City Attorney's Office  
City of St. Petersburg  
P.O. Box 2842  
St. Petersburg, FL 33731

4. Amendment to Section 19. Section 19 of the Development Agreement is hereby deleted in its entirety and in its place is substituted the following:

Governing Laws. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. Venue for any proceeding arising under this Agreement shall be in the Sixth Judicial Circuit, in and for Pinellas County, Florida, for State actions and in the United States District Court for the Middle District of Florida, Tampa Division, for federal actions, to the exclusion of any other venue, unless a federal division shall be created in St. Petersburg or Pinellas County, in which case any federal action shall be brought in that division. The parties agree that in the event litigation is brought by any party, that the parties waive the right to a trial by jury.

5. Deadline for Execution. The Owner and Developer shall execute this Amendment prior to the date on which the City Council considers this Amendment for final approval.

6. Conceptual Site Plan. The conceptual site plan attached to the Development Agreement as Exhibit "F" is deleted and in its place is substituted a new conceptual site plan as set forth on Exhibit "E" attached to this Amendment. All references to Exhibit "F" in the Development Agreement shall instead now refer to Exhibit "E" in this Amendment.

7. References to "Agreement." References to "Agreement" in the Development Agreement shall mean the Development Agreement, including any Exhibits, and any amendments thereto, including this Amendment.

8. Effect of Amendments. All other terms and conditions of the Development Agreement not specifically addressed or modified in this Amendment shall remain in full force and effect.

9. Ratification. The parties hereto ratify and confirm that all of the terms, conditions and provisions of the Development Agreement as amended by this Amendment remain in full force and effect.

10. Recording and Effective Date. After this Amendment has been executed by the Parties, the City shall record the Agreement in the Public Records of Pinellas County, Florida, at the Owner's expense. This Amendment shall become effective upon such recordation.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Development Agreement as of the day and year set forth above.

**OWNER:**

**ROBERT N. LYNCH, AS BISHOP OF  
THE DIOCESE OF ST. PETERSBURG,  
A CORPORATION SOLE**

By: [Signature]  
Print: Elizabeth M DePinto  
As its: \_\_\_\_\_

**WITNESSES:**

Sign: [Signature]  
Print: Joseph A. M.V. To  
Sign: [Signature]  
Print: DARREN ARDELL

**DEVELOPER:**

**HEARTLAND COMMUNITIES, LLC**

By: [Signature]  
Print: STUART D. MILLS  
As its: MANAGING MEMBER

**WITNESSES:**

Sign: [Signature]  
Print: F. Thomas Weber  
Sign: [Signature]  
Print: Donna L. Weber

**CITY:**

**CITY OF ST. PETERSBURG, FLORIDA**

By: [Signature]  
Print: T. SH. ELSTON  
As its: City Administrator

**WITNESSES:**

Sign: [Signature]  
Print: Amelia Preston  
Sign: [Signature]  
Print: Patricia Benady

ATTEST: [Signature]  
City Clerk

STATE OF FLORIDA  
COUNTY OF PINELLAS

**ACKNOWLEDGMENT - OWNER**

The foregoing instrument was acknowledged before me this 13 day of July, 2012, by Elizabeth M DePinto, on behalf of Robert N. Lynch, as Bishop of the Diocese of St. Petersburg, a



Corporation Sole, who is personally known to me or who has produced \_\_\_\_\_ as identification.

(SEAL)



NOTARY PUBLIC

Sign: Angelica V. Telezias  
Print: ANGELICA V. TELEZIAS  
Notary Public, State of FLORIDA

My commission expires: March 11, 2016

STATE OF Florida  
COUNTY OF Orange

ACKNOWLEDGMENT - DEVELOPER

The foregoing instrument was acknowledged before me this 25 day of July, 2012, by Stuart D. Mills, in his/her capacity as Managing Member of Heartland Communities, LLC., who is personally known to me or who has produced \_\_\_\_\_ as identification.

(SEAL)



NOTARY PUBLIC

Sign: Donna L. Weber  
Print: Donna L. Weber  
Notary Public, State of Florida

My commission expires: 10-25-2014

STATE OF Florida  
COUNTY OF Pinellas

ACKNOWLEDGMENT - CITY OF ST. PETERSBURG, FLORIDA

The foregoing instrument was acknowledged before me this 16th day of October, 2012, by Patricia Elston, in his/her capacity as City Administrator and Eva Andujar, City Clerk, on behalf of the City of St. Petersburg, Florida, who are personally known to me or who have produced \_\_\_\_\_ as identification.

(SEAL)



NOTARY PUBLIC

Sign: Cathy E. Davis  
Print: Cathy E. Davis  
Notary Public, State of Florida

My commission expires: 3/12/2013

APPROVED AS TO CONTENT: APPROVED AS TO FORM:

City Attorney (or designee)  
By: [Signature]  
Assistant City Attorney

City Attorney (or designee)  
By: [Signature]  
Assistant City Attorney



**EXHIBIT "A"**  
**DEVELOPMENT AGREEMENT**

ORDINANCE NO. 973-G

AN ORDINANCE APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT WITH ROBERT N. LYNCH, AS BISHOP OF THE DIOCESE OF ST. PETERSBURG, A CORPORATION SOLE, AND CLEAR OCEAN INVESTMENTS II CORPORATION, A FLORIDA CORPORATION, RELATING TO THE DEVELOPMENT OF PROPERTY GENERALLY LOCATED ON THE NORTHEAST CORNER OF 9<sup>TH</sup> AVENUE NORTH AND 66<sup>TH</sup> STREET NORTH; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Development Agreement between the City of St. Petersburg, the Diocese of St. Petersburg and Clear Ocean Investments II, Corporation, a copy of which is attached hereto and incorporated herein as Exhibit "A," is hereby approved and adopted.

SECTION 2. The Mayor is authorized to execute the Development Agreement on behalf of the City.

SECTION 3. The Development Agreement shall be valid for a period of twenty years from the date of execution.

SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth (5<sup>th</sup>) business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

First reading conducted on the 4<sup>th</sup> day of March, 2010.

Adopted by St. Petersburg City Council on second and final reading on the 20th day of May, 2010.

Leslie Curran  
Leslie Curran Chair-Councilmember  
Presiding Officer of the City Council

ATTEST: Amelia Preston  
Amelia Preston, Deputy City Clerk

FLUM-7



Not vetoed. Effective date Thursday, May 27, 2010 at 5:00 p.m.

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 19<sup>th</sup> day of JULY 2010, by and between ROBERT N. LYNCH, AS BISHOP OF THE DIOCESE OF ST. PETERSBURG, a Corporation Sole, whose mailing address is 6363 9<sup>th</sup> Avenue North, St. Petersburg, Florida 33710 (hereinafter "Owner"), CLEAR OCEAN INVESTMENTS II CORPORATION, a Florida Corporation, whose mailing address is 4701 Central Avenue, St. Petersburg, Florida 33713 (hereinafter the "Developer") and the CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation, whose mailing address is P. O. Box 2842, St. Petersburg, Florida 33731 (hereinafter the "City") (collectively hereinafter "the Parties").

### WITNESSETH:

WHEREAS, Owner is the fee simple title owner of approximately 17.99 acres of land located at 6533 9<sup>th</sup> Avenue North, St. Petersburg, Florida 33710 within the boundaries of the City, the legal description of which is attached hereto as Exhibit "A" (hereinafter the "Property"); and

WHEREAS, Owner has contracted to sell the Property and Developer has contracted to purchase the Property; and

WHEREAS, SEMBLER FLORIDA, INC., a Florida Corporation, whose address is 5858 Central Avenue, St. Petersburg, Florida 33707 (hereinafter "Sembler") has some existing contractual rights related to the Property that are not expected to survive the closing by the Developer on the Property; and

WHEREAS, Developer desires to develop approximately 12.02 acres of the Property described on Exhibit "B" attached hereto (hereinafter the "Residential Property") as permitted in the City's Neighborhood Suburban Multifamily (NSM-1) zoning district with a Residential Medium (RM) comprehensive land use designation; and

WHEREAS, Owner has filed an application with the City requesting a Comprehensive Plan Change Amendment to change the Future Land Use Plan Category for the Residential Property from Institutional to Residential Medium (RM); and

WHEREAS, Owner has filed a Rezoning Application with the City to change the zoning of the Residential Property from Neighborhood Suburban - 2 (NS-2) to Neighborhood Suburban Multifamily (NSM-1); and

WHEREAS, Developer desires to develop approximately 5.96 acres of the Property described on Exhibit "C" attached hereto (hereinafter the "Commercial Property") as permitted in the City's Corridor Residential Suburban (CRS-1) zoning district, subject to the limitations set forth in this Agreement, with a Residential/Office General (R/OG) comprehensive land use designation; and

WHEREAS, Owner has filed an application with the City requesting a Comprehensive Plan Change Amendment to change the Future Land Use Plan Category for the Commercial Property from Institutional to Residential/Office General (R/OG); and

WHEREAS, approximately 4.50 acres, described on Exhibit "D" attached hereto, of the Commercial Property is currently zoned Corridor Residential Suburban (CRS-1); and

WHEREAS, Owner has filed a Rezoning Application with the City to change the zoning of remaining approximately 1.46 acres, described on Exhibit "E" attached hereto, of the Commercial Property from Neighborhood Suburban - 2 (NS-2) to Corridor Residential Suburban (CRS-1); and

WHEREAS, Owner, Developer and the City desire to establish certain terms and conditions relating to the proposed development of the Property in accordance with Sections 163.3220-163.3243, Florida Statutes, the Florida Local Government Development Agreement Act (hereinafter the "Act"); and

WHEREAS, in accordance with Section 163.3220, Florida Statutes, et. seq. and Section 16.05 of the City's LDRs, the City is authorized to enter into a Development Agreement; and

WHEREAS, the first public hearing on this Agreement was held by the Planning and Visioning Commission on February 9, 2010; and

WHEREAS, the first reading of this Agreement was held by the City Council on March 4, 2010; and

WHEREAS, the second reading of and public hearing on this Agreement is scheduled to be held by the City Council on May 20, 2010; and

WHEREAS, the Developer desires to develop the Property in accordance with the conditions and limitations set forth in this Agreement.

### DEFINITIONS

The terms defined in this Agreement shall have the following meanings, except as herein otherwise expressly provided:

**"Agreement"** means this Development Agreement, including any Exhibits, and any amendments hereto or thereto.

**"Authorized Representative"** means the person or persons designated and appointed from time to time as such by the Owner, Developer, or the City.

**"City Council"** means the governing body of the City, by whatever name known or however constituted from time to time.

**"City's Comprehensive Plan"** means the City of St. Petersburg Comprehensive Plan, as most recently amended prior to the date hereof.

**"City's LDRs"** means the City of St. Petersburg Land Development Regulations, as most recently amended prior to the date hereof.

**"Development"** means all improvements to real property, including buildings, other structures, parking and loading areas, landscaping, paved or graveled areas, and areas devoted to exterior display, storage, or activities. Development includes improved open areas such as plazas and walkways, but does not include natural geologic forms or unimproved real property.

**"Development Permit"** includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

**"Exhibits"** means those agreements, diagrams, drawings, specifications, instruments, forms of instruments, and other documents attached hereto and designated as exhibits to, and incorporated in and made a part of, this Agreement.

**"Florida Statutes"** means all references herein to "Florida Statutes" are to Florida Statutes (2009), as amended from time to time.

**"Governmental Authority"** means the City, the County or any other governmental entity having regulatory authority over the Project and that issues a Development Permit for the Project to be constructed and opened for business.

**"Project"** means the proposed development to be located on the Property as contemplated by this Agreement and as more particularly shown in the Diocese of St. Petersburg Site Plan, attached hereto and incorporated herein as Exhibit "F".

**"Property"** means the real property more particularly described in the legal description in Exhibit "A".

## AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants and mutual promises hereinafter set forth, the Parties agree as follows:

1. Recitals, Definitions, and Exhibits. The foregoing recitations are true and correct and are hereby incorporated herein by reference. The foregoing Definitions are hereby incorporated herein by reference. All exhibits to this Agreement are essential to this Agreement and are hereby deemed a part hereof.
2. Intent. It is the intent of the Parties that this Agreement shall be adopted in conformity with the Act and that this Agreement should be construed and implemented so as to effectuate the purposes and intent of the Act. This Agreement shall not be executed by or binding upon any Party until adopted in conformity with the Act.
3. Recording and Effective Date. After the Agreement has been executed by the Parties, and after the date the Comprehensive Plan Amendment and Zoning Designation Amendment become effective, the City shall record the Agreement in the Public Records of Pinellas County, Florida, at the Developer's expense and shall forward a copy of the recorded Agreement to the Florida Department of Community Affairs ("DCA"). Thirty (30) days after receipt of the recorded Agreement by the DCA, this Agreement shall become effective (the "Effective Date").
4. Duration. The initial term of this Agreement shall be for twenty (20) years from the Effective Date. Owner and Developer agree that this Agreement may be extended by the City at the end of the initial term for an additional twenty (20) year renewal term, subject to all necessary requirements in accordance with the Florida Statutes and the City's then-existing LDRs.
5. Permitted Development Uses and Building Intensities.
  - (a) Permitted Development Uses. The Property currently holds an Institutional comprehensive land use designation. Owner has applied to the City to rezone the Residential Property from NS-2 to NSM-1, with a concurrent application to amend the Future Land Use designation to RM. Currently approximately 4.50 acres of the Commercial Property is zoned CRS-1. Owner has applied to the City to rezone the remaining approximately 1.46 acres of Commercial Property from NS-2 to CRS-1, with a concurrent application to amend the Future Land Use designation of the Commercial Property to R/OG. Upon such rezoning and land use plan amendments being adopted, the Property may be used for the purposes permitted in the applicable zoning districts subject to the additional limitations and conditions set forth in this Agreement.
  - (b) Maximum Density, Intensity, and Height of Proposed Uses. For the purposes of this Development Agreement, maximum density, intensity, and height shall be as provided by the City of St. Petersburg City Code, including the City's LDRs, and all applicable laws and regulations of the State of Florida, including but not limited to the Florida Statutes, the Florida Building Code, and all applicable regulations of the Florida Department of Transportation. A workforce housing density bonus of six (6) units per acre is also allowable, subject to the City's Workforce Housing Ordinance. Additional building height can be achieved pursuant to the Large Tract Planned Development Overlay regulations, set forth in Chapter 16 of the City Code.
  - (c) Limitations and Conditions on Use. A conceptual site plan for the Property is attached hereto as Exhibit "F". This site plan is conceptual only to provide a conceptual layout for the general location of the proposed uses and is subject to full site plan review in accordance with existing procedures and requirements established by the City's LDRs. The development uses proposed on the Commercial Property and their approximate sizes include a four thousand (4,000) sq. ft. bank branch; a fifteen thousand (15,000) sq. ft. one (1) story medical office building; a six thousand (6,000) sq. ft. daycare facility; and a thirty thousand (30,000) sq. ft. two (2) story medical office building. In the alternative, the development uses proposed on the Commercial Property and their approximate sizes include a four thousand (4,000) sq. ft. one (1) story bank branch and a fifty-one thousand (51,000) sq. ft. medical office building with no more than three (3) stories, and the Developer agrees that such uses are to be located on the portion of the Commercial Property fronting 66<sup>th</sup> Street. Under either proposed development scenario, total development of the Commercial Property shall not exceed fifty-five thousand (55,000) sq. ft. of development uses. The development uses proposed on the Residential



Property include an apartment building for the elderly with eighty-three (83) units and no more than three (3) stories; a skilled nursing facility with approximately one hundred (100) beds and no more than two (2) stories; and an Assisted Living Facility/Independent Living Facility (ALF/ILF) with approximately one hundred fifty (150) beds and no more than three (3) stories. Together the skilled nursing facility and the ALF/ILF on the Residential Property shall have no more than two hundred fifty (250) beds total. Owner and Developer agree that the following limitations and conditions shall apply to any site plan approved for the Property:

- (1) Any buildings shall be prohibited within the northern one hundred forty (140) feet of the Property.
- (2) Residential buildings located on the 9<sup>th</sup> Avenue North perimeter of the Residential Property facing the abutting single family neighborhoods shall be designed in accordance with the Redevelopment Plan criteria set forth in the City's LDRs.
- (3) No motor vehicular access to or from the Property shall be allowed to or from 13<sup>th</sup> Avenue North.
- (4) The following uses shall be prohibited on any part of the Property:
  - a. Restaurants and bars (where the predominant business is the sale of alcoholic beverages) and liquor stores.
  - b. Outdoor sound system, loud speakers or live outdoor music.
  - c. Service truck deliveries between 10:00 pm and 6:00 am.
  - d. Pawn shops.
- (5) Developer shall incorporate the most current technology and applications to address site lighting spillage, including, but not limited to, flat lens, shields, low profile baffled lighting, and low profile poles. A photometric plan shall be developed to ensure that no source of illumination shall be directly visible from any window in any residence abutting the Property.
- (6) Any solid wall installed along 9<sup>th</sup> Avenue North shall be no higher than three (3) feet unless required to be higher by City Code.
- (7) Developer shall provide a bus pull-off area on 66<sup>th</sup> Street between 9<sup>th</sup> Avenue North and 13<sup>th</sup> Avenue North, if agreed to by the City, the Florida Department of Transportation, and Pinellas Suncoast Transit Authority (PSTA).
- (8) Developer shall provide enhanced bus shelters on 66<sup>th</sup> Street between 9<sup>th</sup> Avenue North and 13<sup>th</sup> Avenue North, if agreed to by the City, the Florida Department of Transportation, and PSTA.
- (9) Developer shall provide a pedestrian connection from the bus stops on 66<sup>th</sup> Street to the site, if agreed to by the City, the Florida Department of Transportation, and PSTA.
- (10) Developer shall provide pedestrian connections between the buildings within the site and 13<sup>th</sup> Avenue North, 9<sup>th</sup> Avenue North, and 66<sup>th</sup> Street, if agreed to by the City.
- (11) Developer shall provide bicycle racks within the site as required by City Code.
- (12) Development of the Residential Property shall be limited to an apartment building for the elderly with eighty-three (83) units and no more than three stories; a skilled nursing facility with approximately one hundred (100) beds and no more than two stories; and an Assisted Living Facility/Independent Living Facility (ALF/ILF) with approximately one hundred fifty (150) beds and no more than three stories. Together the skilled nursing facility and the ALF/ILF on the Residential Property shall have no more than two hundred fifty (250) beds total.



(13) The final site plan shall clearly identify the points of vehicular access into the Residential Property and between the Residential Property and the Commercial Property.

(d) Additional Development Requirements. In addition to the site plan requirements set forth above, Developer agrees:

(1) To seek any required approvals from the Florida Department of Transportation and any other governmental entity for the following improvements and to make such improvements if the required approvals are received:

- a. Close the existing northern median opening on 66<sup>th</sup> Street between 9<sup>th</sup> Avenue North and 13<sup>th</sup> Avenue North.
- b. Extend the southbound left turn lane on 66<sup>th</sup> Street at 9<sup>th</sup> Avenue North.
- c. Extend the northbound left turn lane on 66<sup>th</sup> Street at 13<sup>th</sup> Avenue North.
- d. Provide directional median opening and southbound left turn lane on 66<sup>th</sup> Street at the main Project driveway located between the northern and southern driveways.
- e. Provide a northbound right turn lane on 66<sup>th</sup> Street at the main Project driveway located between the northern and southern driveways.
- f. Provide a northbound right turn lane on 66<sup>th</sup> Street at the northern Project driveway.
- g. Provide an eastbound left turn lane on 9<sup>th</sup> Avenue North at the eastern Project driveway.
- h. Provide a westbound right turn lane on 9<sup>th</sup> Avenue North at the eastern Project driveway.
- i. Extend the westbound right turn lane and westbound left turn lane on 9<sup>th</sup> Avenue North at 66<sup>th</sup> Street.

(2) To design and construct any access to or egress from the Property onto 9<sup>th</sup> Avenue North so as to eliminate or deter vehicular traffic from and through to 65<sup>th</sup> Street North into the Eagle Crest Neighborhood. Developer will assist, support and cooperate with the Eagle Crest Neighborhood Association to obtain modifications at the southernmost intersection of 9<sup>th</sup> Avenue North and 65<sup>th</sup> Street North to eliminate or deter through traffic access onto the Property from 65<sup>th</sup> Street North.

(3) To assist, support and cooperate with the appropriate neighborhood associations to obtain "No U-Turn" approval and signage at the intersection of 66<sup>th</sup> Street and 13<sup>th</sup> Avenue North from the Florida Department of Transportation and any other governmental authority/jurisdiction from which approval of such signage must be obtained.

(4) To limit, as reasonably practicable, vehicular traffic related to construction activities at the Project Site from using the streets in the residential neighborhoods surrounding the Project Site.

(5) To limit the days and hours of construction activities as required by the City of St. Petersburg City Code.

6. Public Facilities: Traffic Concurrency. The following existing and needed public facilities are identified as serving the Project:

(a) Potable Water: The City will provide potable water to the Project Site. Sufficient supply capacity is available to service the Project, consistent with the requirements of the City's concurrency management regulations.

(b) Sanitary Sewer: The City will provide sanitary sewer service to the Project Site. Sufficient treatment capacity is available to service the Project, consistent with the requirements of the City's concurrency management regulations.

(c) Stormwater Management: Stormwater management level of service is project-dependent rather than based on the provision and use of public facilities and is not directly provided by the City. The design and construction of the proposed stormwater facilities on the Project Site shall be in compliance with the requirements of the City of St. Petersburg City Code and the Southwest Florida Water Management District, shall meet concurrency requirements for stormwater, and shall not result in degradation of the level of service below City's adopted level of service.

(d) Law Enforcement: Law Enforcement protection will be provided by the City of St. Petersburg Police Department using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

(e) Fire Protection and Emergency Medical Service: Fire protection and emergency medical services will be provided by the City using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

(f) Library Facilities and Services: Library facilities and services will be provided by the City using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements and no new public library facilities will be needed to service the Project.

(g) Public Schools: Public school facilities and services will be provided by the Pinellas County School Board. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements and no new public facilities will be needed to service the Project.

(h) Solid Waste: Solid waste collection services will be provided by the City using facilities, equipment and service capacity already in place, while waste disposal services will be handled by Pinellas County. Capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

(i) Transportation/Mass Transit: The determination of adequacy of public facilities, including transportation facilities, to serve the proposed development shall be made in accordance with the City's Concurrency requirements in existence as of the date of this Agreement.

(j) Utility Improvements: Utility improvements necessary to provide service to a structure shall be constructed by Developer at Developer's expense prior to issuance of certificates of occupancy for the structure.

7. Reservation or Dedication of Land. Owner and Developer shall not be required to reserve or dedicate land within the Property for municipal purposes other than: (a) public utility easements for utilities servicing the Property; (b) as applicable for roadways and other transportation facilities; and (c) subject to reasonable reservation and dedications during site plan review and approval.

8. Local Development Permits. The following local development approvals will be required to develop the Property for uses permitted in the NSM-1 and CRS-1 zoning districts:

- (a) Final site plan and, if applicable, special exception approval;
- (b) Water, sewer, paving and drainage permits;
- (c) Building permits;

- (d) Certificates of Occupancy;
- (e) Certificates of Concurrence;
- (f) Any other development permits that may be required by City ordinances and regulations; and
- (g) Such other City, County, State or Federal permits as may be required by law.

9. Consistency with Comprehensive Plan. Development of the Property for the purposes allowed in the NSM-1 and CRS-1 zoning districts will be consistent with the City's Comprehensive Plan once the Future Land Use element of the Plan is amended to Residential/Office General (R/OG) for the Commercial Property and to Residential Medium (RM) for the Residential Property.

10. Necessity of Complying with Local Regulations Relative to Permits. The Parties agree that the failure of this Agreement to address a particular permit, condition, fee, term or restriction shall not relieve Owner and/or Developer of the necessity of complying with regulations governing said permitting requirements, conditions, fees, terms or restrictions.

11. Binding Effect. The obligations imposed pursuant to this Agreement upon the Parties and upon the Property shall run with and bind the Property as covenants running with the Property. This Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees and assigns, which shall include, but are not limited to, Sembler. Notwithstanding the foregoing, the rights and obligations under this Agreement of the owner of the Property shall pass to Developer upon the closing of Developer's purchase of the Property from such owner, and the owner of the Property shall be relieved of any further obligations under this Agreement upon Developer's acquisition of title to the Property.

12. Concurrency and Comprehensive Plan Findings. Based on the conceptual site plan incorporated herein as Exhibit "F", the City has determined that the concurrency requirements of Sections 16.03.050 and 16.03.060 of the City's LDRs and the City's Comprehensive Plan will be met for the Project. The City has found that the Project and this Agreement appear to be consistent with and further the goals, objectives, policies and action strategies of the City's Comprehensive Plan and with the City's LDRs.

13. Disclaimer of Joint Venture. The Parties represent that by the execution of this Agreement it is not the intent of the Parties that this Agreement be construed or deemed to represent a joint venture or common undertaking between any Parties, or between any Party and any third party. While engaged in carrying out and complying with the terms of this Agreement, Owner and Developer are independent principals and not contractors for or officers, agents, or employees of the City. Neither Owner nor Developer shall at any time or in any manner represent that it or any of its agents or employees are employees of the City.

14. Amendments. The Parties acknowledge that this Agreement may be amended by mutual consent of the Parties subsequent to execution in accordance with §163.3237, Florida Statutes and Section 16.05 of the City's LDRs. All amendments to this Agreement shall be ineffective unless reduced to writing and executed by the Parties in accordance with the City's LDRs.

15. Notices. All notices, demands, requests for approvals or other communications given by any Party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, by a recognized national overnight courier service, or by facsimile transmission to the office for each Party indicated below and addressed as follows:

- (a) **To the Owner:**  
Diocese of St. Petersburg  
ATTN: Real Estate Department  
P.O. Box 40200  
St. Petersburg, FL 33743-0200  
**With a copy to:**  
DiVito & Higham  
ATTN: Joseph A. DiVito, Esq.  
4514 Central Avenue  
St. Petersburg, FL 33711

- (b) **To the Developer:**  
Clear Ocean Investments II Corporation  
ATTN: William H. Howell  
4701 Central Avenue, Suite A  
St. Petersburg, FL 33713  
With a copy to:  
Hayes Law Group  
ATTN: George L. Hayes, III, Esq.  
4701 Central Avenue, Suite A  
St. Petersburg, FL 33713
- (c) **To the City:**  
City of St. Petersburg  
Attn: Rick W. MacAulay, Manager  
Urban Planning, Design and Historic Preservation Division  
City of St. Petersburg Development Services Dept  
One 4<sup>th</sup> Street North  
St. Petersburg, FL 33701  
With a copy to:  
Assistant City Attorney, City of St. Petersburg  
Attn: Milton A. Galbraith, Jr., Esq.  
Municipal Services Center  
One 4<sup>th</sup> Street North  
St. Petersburg, FL 33701

16. **Effectiveness of Notice.** Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the fifth (5) business day after mailing. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Paragraph. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other Parties and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular Party hereto, all other Parties may rely upon the last address given. Notices given by facsimile transmission shall be effective on the date sent.

17. **Default.** In the event any Party is in default of any provision hereof, any non-defaulting Party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting Party written notice of the same pursuant to this Agreement. The defaulting Party shall have thirty (30) business days from the receipt of such notice to cure the default. If the defaulting Party timely cures the default, this Agreement shall continue in full force and effect. If the defaulting Party does not timely cure such default, the non-defaulting Party shall be entitled to pursue its remedies available at law or equity.

18. **Non-Action on Failure to Observe Provisions of this Agreement.** The failure of any Party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any Exhibit hereto, or any other agreement, instrument or document of whatever form or nature contemplated hereby shall not be deemed a waiver of any right or remedy that the Party may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

19. **Applicable Law and Venue.** The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. Venue for any proceeding arising under this Agreement shall be in the Sixth Judicial Circuit, in and for Pinellas County, Florida, for State actions and in the United States District Court for the Middle District of Florida for federal actions, to the exclusion of any other venue.

20. **Construction.** This Agreement has been negotiated by the Parties, and the Agreement, including, without limitation, the Exhibits, shall not be deemed to have been prepared by any Party, but by all equally.

21. Entire Agreement.

(a) This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral. With the exception of conditions that may be imposed by the City in approving any Development Permit, no Party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement, and this Agreement may not be amended or modified except by written instrument signed by the Parties hereto, in accordance with this Agreement, Florida Statutes Section 163.3237, and Section 16.05 of the City's LDRs.

(b) Any provisions of this Agreement shall be read and applied in para materia with all other provisions hereof.

22. Holidays. It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed by the City, it shall be postponed to the next following business day.

23. Certification. The Parties shall at any time and from time to time, upon not less than ten (10) days prior notice by the other Party execute, acknowledge and deliver to the other Party (and, in the case of the City, to a Project Lender) a statement in recordable form certifying that this Agreement has not been modified and is in full force and effect (or if there have been modifications that this Agreement as modified is in full force and effect and setting forth a notation of such modifications), and that to the knowledge of such Party, neither it nor any other Party is then in default hereof (or if another Party is then in default hereof, stating the nature and details of such default), it being intended that any such statement delivered pursuant to this Paragraph may be conclusively relied upon by any prospective purchaser, mortgagee, successor, assignee of any mortgage or assignee of the respective interest in the Project, if any, of any Party made in accordance with the provisions of this Agreement.

24. Termination. This Agreement shall automatically terminate and expire upon the occurrence of the first of the following:

(a) The expiration of twenty (20) years from the Effective Date of this Agreement, as defined herein, unless the City extends the initial term for an additional twenty (20) year renewal term pursuant to the terms of this Agreement and subject to all necessary requirements in accordance with the Florida Statutes and the City's then-existing LDRs; or

(b) The revocation of this Agreement by the City Council in accordance with Section 163.3235, Florida Statutes and Section 16.05 of the City's LDRs; or

(c) The execution of a written agreement by all Parties, or by their successors in interest, providing for the cancellation and termination of this Agreement.

25. Deadline for Execution. The Owner and Developer shall execute this Agreement prior to the date on which the City Council considers this Agreement for final approval.

26. Covenant of Cooperation. The Parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement and in achieving the completion of development of the Project Site, including processing amendments to this Agreement.

27. Approvals.

(a) For the purposes of this Agreement any required written permission, consent, approval or agreement ("Approval") by the City means the Approval of the Mayor or his designee unless otherwise set forth herein and such approval shall be in addition to any and all permits and other licenses required by law or this Agreement.



(b) For the purposes of this Agreement any right of the City to take any action permitted, allowed or required by this Agreement, may be exercised by the Mayor or his designee, unless otherwise set forth herein.

28. 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 by a court of competent jurisdiction, shall not be affected thereby and shall with the remainder of this Agreement continue unmodified and in full force and effect.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

30. Failure of Development to Occur as Proposed. If development of the Property does not occur as proposed under this Agreement, both the City and the property owner have the right to initiate the process to change the land use and zoning designations of the Property to the designations that existed at the time of execution of this Agreement.

31. Cancellation. This Agreement shall become null and void as to any portion of the Property if any of the following occur: (1) the Developer fails to obtain the rezoning or Comprehensive Plan Amendment as more fully set forth above; (2) the Future Land Use designation of the Residential Property or any portion thereof changes to any designation other than RM; (3) the zoning of the Residential Property or any portion thereof changes to any designation other than NSM-1; (4) the Future Land Use Designation of the Commercial Property or any portion thereof changes to any designation other than R/OG; or (5) the zoning designation of the Commercial Property or any portion thereof changes to any designation other than CRS-1.

32. Third Party Beneficiaries. The rights and obligations of the Parties set forth in this Agreement are personal to the Parties, and no third parties are entitled to rely on or have an interest in any such rights and obligations.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ATTEST:

Eva Andujar  
CITY CLERK

CITY  
CITY OF ST. PETERSBURG, FLORIDA

By: [Signature]

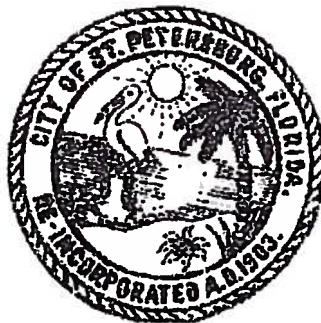
As Its: Mayor

19th day of July, 2010

Approved as to form and content [Signature]

By Office of City Attorney

Erica K. Smith



OWNER

WITNESSES:

ROBERT N. LYNCH, AS BISHOP OF  
THE DIOCESE OF ST. PETERSBURG,  
A CORPORATION SOLE

sign Maria T. Gonzalez  
print Maria T. Gonzalez  
sign Kathleen M. Fister  
print Kathleen M. Fister

By: E M Deptula  
print Eusebio M. Deptula  
title Secretary of Administration  
date 4/9/10

DEVELOPER

WITNESSES:

CLEAR OCEAN INVESTMENTS II CORPORATION,  
A FLORIDA CORPORATION

sign Cindy Fearon  
print CINDY FEARON  
sign [Signature]  
print LINDA FEARON

By: William H. Howell  
print William H. Howell  
title Pres.  
date 4-9-10

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of April, 2010,  
by Eusebio M. Deptula on behalf of Robert N. Lynch, as Bishop of the Diocese of St. Petersburg, a  
Corporation Sole, who is personally known to me or produced \_\_\_\_\_ as identification.



NOTARY PUBLIC:

sign [Signature]  
print JOAN G. MORGAN

State of Florida at Large

My Commission Expires:

(SEAL)



STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of April, 2010,  
by WILLIAM H. HAWES as PRES. of Clear Ocean Investments II  
Corporation, a Florida corporation, on behalf of the corporation, who is personally known to me or produced  
\_\_\_\_\_ as identification.



NOTARY PUBLIC:

sign

print

State of Florida at Large

My Commission Expires:

(SEAL)

**EXHIBIT "A"**

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH AVENUE NORTH; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°48'25" EAST, 173.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00°06'23" EAST, 275.79 FEET; THENCE SOUTH 32°34'44" EAST, 228.12 FEET; THENCE SOUTH 00°03'55" WEST, 775.72 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9TH AVENUE NORTH; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 762.64 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66TH STREET NORTH; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, AND ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 980.52 FEET TO THE SOUTHWEST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 89°48'38" EAST, 472.12 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID SOUTH BOUNDARY, AND ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 00°06'23" WEST, 260.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 17.991 ACRES, MORE OR LESS

**EXHIBIT "B"**

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13<sup>TH</sup> AVENUE NORTH; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°48'25" EAST, 173.82 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00°06'23" EAST, 275.79 FEET; THENCE SOUTH 32°34'44" EAST, 228.12 FEET; THENCE SOUTH 00°03'55" WEST, 775.72 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9<sup>TH</sup> AVENUE NORTH, THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 497.64 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 981.70 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE ALONG SAID SOUTH BOUNDARY, NORTH 89°48'38" EAST, 207.12 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID SOUTH BOUNDARY, AND ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 00°06'23" WEST, 260.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12.32 ACRES, MORE OR LESS.

**EXHIBIT "C"**

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13<sup>TH</sup> AVENUE NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET; THENCE NORTH 89°56'16" WEST, 265.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66<sup>TH</sup> STREET NORTH; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET TO THE SOUTHWEST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 89°48'38" EAST, 265.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.

**PLUS**

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13<sup>TH</sup> STREET NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°18'28" EAST, 490.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9<sup>TH</sup> AVENUE NORTH; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 265.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66<sup>TH</sup> STREET NORTH; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, AND ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°56'16" EAST, 265.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.

TOTAL SAID PARCELS CONTAIN 5.96 ACRES, MORE OR LESS.

**EXHIBIT "D"**

**LEGAL DESCRIPTION:**

THE WEST 200 FEET OF A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13<sup>TH</sup> AVENUE NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET; THENCE NORTH 89°56'16" WEST, 265.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66<sup>TH</sup> STREET NORTH; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET TO THE SOUTHWEST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 89°48'38" EAST, 265.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.

**PLUS**

THE WEST 200 FEET OF A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13<sup>TH</sup> STREET NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°18'28" EAST, 490.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9<sup>TH</sup> AVENUE NORTH; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 265.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66<sup>TH</sup> STREET NORTH; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, AND ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°56'16" EAST, 265.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS. TOTAL SAID PARCELS CONTAIN 5.96 ACRES, MORE OR LESS.

**EXHIBIT "E"**

**LEGAL DESCRIPTION:**

THE EAST 65 FEET OF A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13<sup>TH</sup> AVENUE NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET; THENCE NORTH 89°56'16" WEST, 265.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66<sup>TH</sup> STREET NORTH; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET TO THE SOUTHWEST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 89°48'38" EAST, 265.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.

**PLUS**

THE EAST 65 FEET OF A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13<sup>TH</sup> STREET NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°18'28" EAST, 490.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9<sup>TH</sup> AVENUE NORTH; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 265.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66<sup>TH</sup> STREET NORTH; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, AND ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°56'16" EAST, 265.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS. TOTAL OF SAID PARCELS CONTAIN 5.96 ACRES, MORE OR LESS.

**EXHIBIT "F"**

**SITE PLAN**



1 SITE PLAN

66TH STREET NORTH (S.R. 693)



13TH AVENUE NORTH

9TH AVENUE NORTH

**DIOCESE OF  
ST. PETERSBURG**

60TH ST. N. @ 9TH AVE. N.  
ST. PETERSBURG FL.

AS101

**BESSOLO**  
 DESIGN GROUP, INC.  
 1111 14TH AVENUE NORTH, SUITE 200  
 ST. PETERSBURG, FL 33705  
 TEL: 727.321.1111  
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 WWW.BESSOLODESIGN.COM

PROFESSIONAL SEAL

JOHN A. BESSOLO - 00000000

CLIENT APPROVAL

DATE

REVISIONS	DATE	BY	DESCRIPTION

**EXHIBIT "B"**  
**LEGAL DESCRIPTION - PROPERTY**

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH AVENUE NORTH; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°48'25" EAST, 173.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00°06'23" EAST, 275.79 FEET; THENCE SOUTH 32°34'44" EAST, 228.12 FEET; THENCE SOUTH 00°03'55" WEST, 775.72 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9TH AVENUE NORTH; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 762.64 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66TH STREET NORTH; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, AND ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 980.52 FEET TO THE SOUTHWEST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 89°48'38" EAST, 472.12 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID SOUTH BOUNDARY, AND ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 00°06'23" WEST, 260.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 17.991 ACRES, MORE OR LESS

**EXHIBIT "C"**  
**LEGAL DESCRIPTION – RESIDENTIAL PROPERTY**

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13<sup>TH</sup> AVENUE NORTH; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°48'25" EAST, 173.82 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00°06'23" EAST, 275.79 FEET; THENCE SOUTH 32°34'44" EAST, 228.12 FEET; THENCE SOUTH 00°03'55" WEST, 775.72 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9<sup>TH</sup> AVENUE NORTH, THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 497.64 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 981.70 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE ALONG SAID SOUTH BOUNDARY, NORTH 89°48'38" EAST, 207.12 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID SOUTH BOUNDARY, AND ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 00°06'23" WEST, 260.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12.02 ACRES, MORE OR LESS.

EXHIBIT "D"  
LEGAL DESCRIPTION – COMMERCIAL PROPERTY

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13<sup>TH</sup> AVENUE NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET; THENCE NORTH 89°56'16" WEST, 265.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66<sup>TH</sup> STREET NORTH; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET TO THE SOUTHWEST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 89°48'38" EAST, 265.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.

PLUS

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

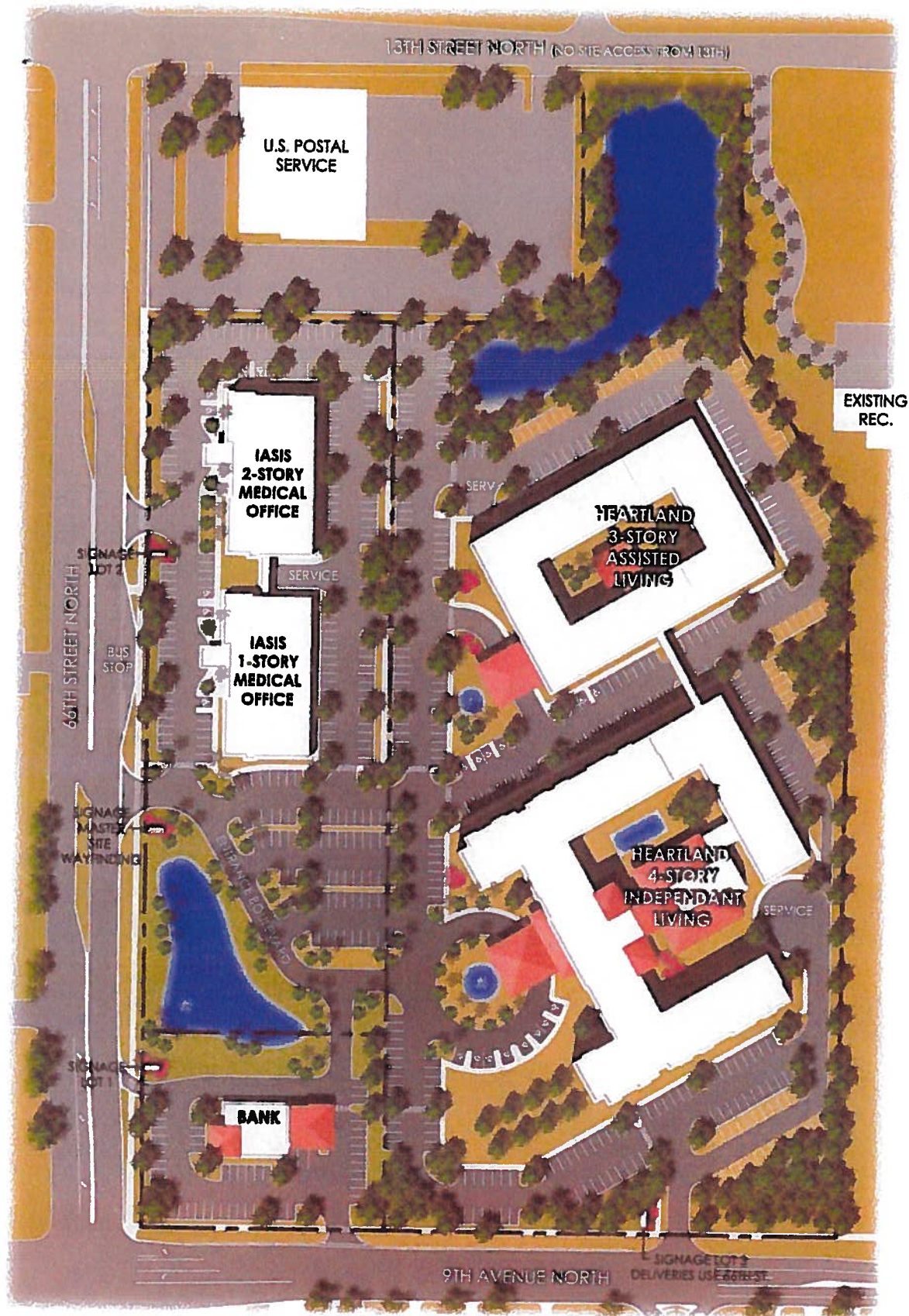
COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13<sup>TH</sup> STREET NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°18'28" EAST, 490.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9<sup>TH</sup> AVENUE NORTH; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 265.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66<sup>TH</sup> STREET NORTH; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, AND ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°56'16" EAST, 265.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.

TOTAL SAID PARCELS CONTAIN 5.96 ACRES, MORE OR LESS.

**EXHIBIT "E"**  
**CONCEPTUAL SITE PLAN**





**IASIS**  
HEALTHCARE

**PALMS** OF PASADENA  
Hospital

**H**earthland

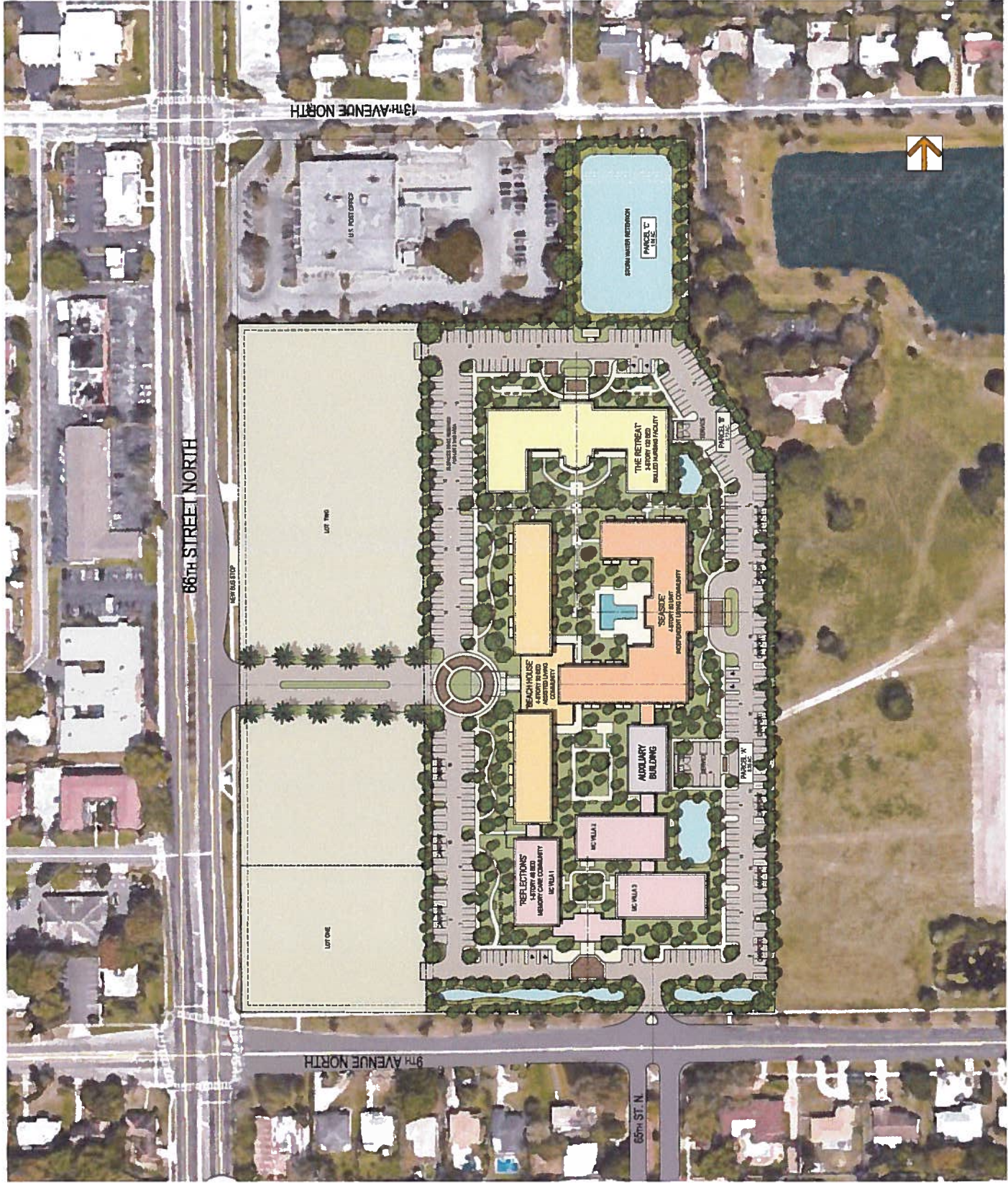
MASTER DEVELOPMENT PLAN - MEDICAL OFFICE & ASSISTED LIVING  
ST. PETERSBURG, FLORIDA

11.09.11

PERKINS + WILL outside in



EXHIBIT "F"  
CONCEPTUAL SITE PLAN





 <b>ARCHITECTURAL CONCEPTS</b> ARCHITECTS & PLANNERS 1000 N. 10TH STREET, SUITE 100 TAMPA, FL 33602 TEL: 813.241.1111 WWW.ARCHITECTURALCONCEPTS.COM	<b>PROPOSED:</b>  <b>BEACHSIDE VILLAGE</b> <b>A RETIREMENT CONTINUUM</b>		<b>DO NOT SCALE PRINTS</b> THIS DRAWING IS A CONCEPTUAL SITE PLAN. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.		<b>FILE LOCATION:</b> C:\PROJECTS\BEACHSIDE VILLAGE\CONCEPTUAL SITE PLAN\CONCEPTUAL SITE PLAN.dwg <b>SHEET DESCRIPTION:</b> CONCEPTUAL SITE PLAN		<b>PROJECT NO.:</b> A1.1 <b>DRAWING NO.:</b> A1.1	
	<b>DATE:</b> 10/1/2011		<b>DATE:</b> 10/1/2011		<b>SCALE:</b> 1" = 1' - 0"		<b>SCALE:</b> 1" = 1' - 0"	

EXHIBIT "G"  
ALTERNATIVE CONCEPTUAL SITE PLAN





 <b>ARCHITECTURAL CONCEPTS</b> ARCHITECTS	<b>BLAKE WALKER</b> ARCHITECT 1000 N. 10TH STREET, SUITE 100 TAMPA, FL 33602 TEL: 813.241.1111 WWW.BLAKEWALKER.COM	<b>PROPOSED</b>	<b>BEACHSIDE VILLAGE</b> A RETIREMENT CONTINUUM	1000 AVENUE A NORTH STREET TAMPA, FL 33602	<b>DO NOT SCALE PRINTS</b> THIS PLAN IS A PRELIMINARY CONCEPTUAL SITE PLAN. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF ARCHITECTURAL CONCEPTS, INC.	<b>CONCEPT</b> PRELIMINARY DESIGN ARCHITECTURAL CONCEPTS PRELIMINARY SET FOR CONSTRUCTION REVISED	<b>DATE</b> 10/10/2011	<b>PLOT DATE</b> 10/10/2011	<b>FILE LOCATION</b> 1000 AVENUE A NORTH STREET TAMPA, FL 33602	<b>SHEET DESCRIPTION</b> ALTERNATE CONCEPTUAL SITE PLAN	<b>PROJECT NO.</b> 1000	<b>SCALE</b> 1" = 100'	<b>DRAWING NO.</b> A1.1A