

## DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "Agreement"), being signed this 4th day of August, 2022 (the "Execution Date"), is entered into between the THE CITY OF CLEARWATER ("the City"), a municipal corporation within the State of Florida; GOTHAM PROPERTY ACQUISITIONS, LLC ("Gotham"), a New York limited liability company; and THE DENUNZIO GROUP, LLC ("DeNunzio"), a Florida limited liability company, collectively, the "Developers," and sometimes referred to herein individually as a "Developer"

### RECITALS

WHEREAS, Clearwater's former City Hall, which is located on a portion of 112 S. Osceola Avenue, has remained a vacant structure since January 2019; and

WHEREAS, the unoccupied property contributes no taxable value to the City, nor does it provide housing, jobs, or amenities for Clearwater residents; and

WHEREAS, a new City Hall is planned for construction near the intersection of S. Myrtle Avenue and Pierce Street; and

WHEREAS, Clearwater residents amended the City Charter to adopt the Imagine Clearwater plan for Coachman Park, which identified potential complementary redevelopment of certain downtown core properties adjacent to Coachman Park; and

WHEREAS, the site of the former Harborview Center, which was located at 320 Cleveland Street, is a vacant property as defined by the Pinellas County Property Appraiser; and

WHEREAS, the property on which the former Harborview Center was located is being re-addressed to 50 N. Osceola Ave.; and

WHEREAS, the former Harborview Center also contributes neither taxable value nor housing, jobs, or amenities for Clearwater residents; and

WHEREAS, the Clearwater City Council would like to stimulate downtown redevelopment for the benefit of all Clearwater residents; and

WHEREAS, pursuant to the Community Redevelopment Act, the City of Clearwater issued a Call for Development Concepts (No. 28-22) for Downtown Clearwater Waterfront Development Opportunities for the old City Hall Site and the Harborview Site; and

WHEREAS, Developers presented a development concept in response to the Call for Development Concepts, that proposed creating multi-family rental housing and amenities at the unoccupied City Hall site, and a full-service hotel, retail, restaurant, cultural uses and event space on a portion of the former Harborview Center; and,

WHEREAS, the Developers are controlled by the Key Principals; and

WHEREAS, Developers are willing and financially able to develop both properties for the purpose of creating multi-family rental housing, retail and restaurant and associated amenities at the unoccupied City Hall site, and a full-service hotel, retail, restaurant, cultural, and event space at the site of the former Harborview Center; and

WHEREAS, the City Council on June 16, 2022, unanimously selected Developers, as the City's development partners following a competitive process under the Community Redevelopment Act; and

WHEREAS, the City Council has determined that Developers are committed to the long-term success of this project and downtown Clearwater; and

WHEREAS, Developers (through their Affiliate entities) have offered to purchase a portion of the former City Hall parcel, and a portion of the former Harborview Center parcel, for the purpose of fulfilling their development potential; and

WHEREAS, City and Developers are entering into a Purchase and Sale Agreement for the Properties on even date herewith; and,

WHEREAS, the sale and development of the Property requires an amendment to the City Charter; and

WHEREAS, a referendum with the required ballot question to amend the City Charter is expected to be offered to voters on November 8, 2022, in concert with the general election, such question as approved by the City Council on August 4, 2022 as Ordinance 9597-22 ("Charter Amendment"); and

WHEREAS, the Charter Amendment provides the voters of Clearwater certainty as to the Developers' intended uses, construction timelines, and design features; and

WHEREAS, the Florida Local Government Development Agreement Act, Florida Statutes Sections 163.3220 – 163.3243, authorizes municipalities to establish, by ordinance, procedures and requirements to consider and enter into appropriate development agreements; and

WHEREAS, Section 4-606 of the Community Development Code describes the process by which potential development agreements will be considered, including the required content for any application and agreement; and

WHEREAS, the Parties wish to enter into this Agreement in accordance with the Florida Local Government Development Agreement Act, as implemented by Section 4-606 of the Community Development Code.

NOW, THEREFORE, in consideration of the foregoing Recitals, the parties agree as follows:

## ARTICLE I DEFINITIONS

**Section 1.01 Definitions.** The following defined terms shall have the meanings set out below:

(a) **"Affiliate"** or **"Affiliates"** means, with respect to a person, any other person directly or indirectly controlling, controlled by, or under common control with such first person. As used in this Agreement, the term **"control"** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract, or otherwise.

(b) **"Agreement"** shall mean this Development Agreement which is project DVA 2022-06001.

(c) **"Architect"** means an architect licensed by the state of Florida.

(d) **"Bankruptcy"** means any of the following: (i) the filing of a voluntary petition under any federal or state law for the relief of debtors; or (ii) the filing of an involuntary proceeding under any such law.

(e) **"Call for Development Concepts"** refers to the Call for Development Concepts (No. 28-22) for Downtown Clearwater Waterfront Development Opportunities for the old City Hall Site and the Harborview Site, located at Cleveland Street and North Osceola Avenue;

(f) **"Change in Control"** occurs during any of the following events: neither David L. Picket nor Matthew Picket directly or indirectly serve as the managing member of Gotham Property Acquisitions, LLC (or any of its affiliates, successors or assigns); Dustin DeNunzio no longer serves as the managing member of The DeNunzio Group, LLC (or any of its affiliates, successor or assigns).

(g) **"City"** refers to the City of Clearwater, Florida, a party to this agreement.

(h) **"City Hall Project"** means the mixed use multifamily rental project to be constructed on the City Hall Site.

(i) **"City Hall Site" or "old City Hall Site"** refers to that portion of 112 S. Osceola Avenue, which is a portion of parcel identification number 16-29-15-20358-001-0040, as more particularly described in Exhibit "A", attached hereto and made part hereof, which will be conveyed to Developer in fee simple through a separate Purchase and Sale Agreement.

- (j) **“Code”** refers to the Community Development Code of Clearwater, Florida.
- (k) **“Commercially Reasonable Efforts”** means the efforts that a reasonable person in position of the Developers would use to achieve a specific goal; provided, however, that an obligation to use Commercially Reasonable Efforts under this Agreement does not require the Developers to take any action or expenditure that is disproportionate or unduly burdensome.
- (l) **“Concept Plan”** means the conceptual plans and designs approved by the City as part of application DVA2022-06001 and attached hereto and made part hereof as Exhibit “C”.
- (m) **“Corporate Housing”** means an apartment unit that is owned or leased by a for-profit business entity that is available for rent for occupancy at least ninety (90) days in duration, where said units will be occupied solely by the business entity’s officers, employees, family members of the officers or employees, consultants, vendors or contractors.
- (n) **“CRA”** refers to the Clearwater Community Redevelopment Agency, a special dependent district operating within the municipality of Clearwater.
- (o) **“DeNunzio”** means the DeNunzio Group, LLC, a Florida limited liability company, its successors and assigns.
- (p) **“Developer”** refers individually to Gotham Property Acquisitions, LLC, a New York limited liability company or The DeNunzio Group, LLC, a Florida limited liability company, or their successors and assigns, as provided for herein.
- (q) **“Developers”** refer jointly to both Developers.
- (r) **“Effective Date”** means the date on which this Agreement goes into effect and binds the Parties. The Effective Date refers specifically to the day after it is fully executed and recorded in the Pinellas County public records, which shall be no later than fourteen (14) days after approval. In the event that the voters of the City do not approve the City Charter amendments proposed in City Ordinance 9597-22, then the Parties will record a notice of termination in the Public Records and this Agreement shall terminate and be of no further effect.
- (s) **“Electric vehicle” or “EV”** shall have the same definition as provided in Florida Statute 320.01, as amended from time to time.
- (t) **“Environmental Site Assessment” or “ESA”** refers to the evaluation process by which commercial property is evaluated for potential contamination and other environmental hazards, in accordance with federal law and rules properly promulgated by the Environmental Protection Agency. As used in this Agreement, the term ESA refers to both Phase I and Phase II ESAs, including, onsite soils, ground water, and/or vapor testing.

(u) "**Event of Default**" means a failure to comply with or fulfill any material term of this agreement.

(v) "**Execution Date**" or "**Signing Date**" means the date on which the agreement is signed or has been signed by all parties. Notwithstanding the Parties' signatures, this agreement shall not go into effect or bind the Parties until the Effective Date.

(w) "**Final Completion**" as used in this Agreement, means the issuance of a Certificate of Occupancy by the City of Clearwater, meeting all Florida Building Code requirements, and meeting all City of Clearwater standards necessary to legally and safely occupy a building. Final Completion of the hotel located on the Harborview Site and the first residential tower to be located on the City Hall Site is anticipated to occur no later than nine (9) months following Substantial Completion. Failure to obtain Final Completion in such timeframe shall not be considered an Event of Default under this Agreement so long as the Developers are using Commercially Reasonable Efforts to achieve Final Completion.

(x) "**Floor Area Ratio**" or "**FAR**" refers to a measure of commercial intensity commonly used in planning and development, and used specifically by the City in its Code and this Agreement.

(y) "**Force Majeure Event**" means any delay that is directly attributable to and caused by flood, fire, earthquake, hurricanes, tornadoes, wind storms, "named storms," riots, national emergency, sabotage, strikes, labor dispute, wars, pandemics, unavailability of labor or materials; events of similar or greater magnitude; terrorist threats or actions; or directives or orders issued by Governmental Authorities that explicitly or implicitly prohibit construction for more than forty-eight (48) hours, including quarantine requirements; the failure or refusal of Governmental Authorities to act and process applications within the time-frame allowed by law or ordinance, or otherwise hold public or private meetings due to COVID-19 or any other public health reason; delay by Governmental Authorities to act and process applications, permits and approvals with respect to the Approvals, an emergency order issued by Pinellas County, other emergency order issued by the City of Clearwater or other applicable governmental entities, agencies or authorities having jurisdiction, due to COVID-19 or any other public health reason or other causes beyond the reasonable control of Developer.

For the avoidance of doubt, a Force Majeure Event shall not include (1) financial distress or the inability of the Developer to make a profit or avoid a financial loss; (2) changes in market prices; or (3) Developers' financial inability to perform its obligations hereunder.

(z) "**Gotham**" means Gotham Property Acquisitions, LLC, a New York limited liability company, its successors and assigns.

(aa) "**Governmental Authorities**" means any and all federal, state, county, city, town, other municipal corporation, governmental or quasi-governmental board, agency, authority, department, or body having jurisdiction over the Project.

(bb) **“Governmental Delay”** means any actual delay in the Project Schedule (including delays in the granting of entitlements or execution of agreements) to the extent that such delay is actually caused by any act or failure to act by the City or any of its employees, public officials, officers or committees/agencies (collectively, the “Government”).

(cc) **“Harborview Site” or “former Harborview Site”** refers to that portion of parcel identification number 16-29-15-57996-000-0030, as more particularly described in Exhibit “B”, attached hereto and made part hereof, and which will be conveyed to Developer in fee simple through a separate Purchase and Sale Agreement.

(dd) **“Harborview Project”** means the mixed use project which includes a hotel, retail, restaurant space and other commercial uses to be constructed on the former Harborview Center.

(ee) **“Key Principals”** means David Picket, Matthew Picket and Dustin J. DeNunzio.

(ff) **“Landscape Architect”** refers to a professional landscape architect engaged by the Parties.

(gg) **“License Agreement”** means the license agreement to be entered into by the City, as licensor, and Developer, as licensee, simultaneously with the Developer’s acquisition of the Property pursuant to the Purchase and Sale Agreement, which will grant Developer access to and use of the portion of the Main Library Lot in connection with the development of the Project.

(hh) **“Main Library Lot”** refers to that portion of parcel identification number 16-29-15-43956-000-0010 adjacent to the Clearwater Main Library and more particularly described in Exhibit “D”, attached hereto and made part hereof, said lot being owned by the City, and will continue to be owned by the City, and to which the Developer will be granted access and use as defined in the License Agreement.

(ii) **“Nightclub,”** for purposes of this Agreement only, refers to any use that encompasses **all** of the following criteria: (1) the business operates for-profit, (2) the business operates primarily during evening hours, (3) the business sells liquor for consumption on premises, (4) the business routinely imposes a cover charge or admission fee in exchange for the privilege of entering the building or structure in which the business operates, (5) the business routinely imposes a minimum age on entrants, (6) the business routinely provides live entertainment through bands or disc jockeys, and (7) the business provides a dedicated area for dancing, whether by patrons or by employees. Notwithstanding this definition, any activities, events, or business operations occurring entirely inside the hotel shall not be considered “nightclubs” for purposes of this Agreement.

(jj) **“Ordinance 9597-22”** means the ordinance that authorizes the placement of the Charter Amendment on the ballot as a public referendum and allows for the sale of the Property to the Developer.

(kk) **“Parking Contribution”** refers to a Twenty-Two Million Dollars and no/100 Cents (\$22,000,000.00) sum of money allocated by the City to offset the Developer’s costs associated with designing, constructing, and maintaining underground parking within the Project Site; of this sum, Seventeen Million Dollars and no/100 Cents (\$17,000,000.00) shall be allocated to the old City Hall site, and Five Million and no/100 Cents (\$5,000,000.00) shall be allocated to the Harborview Site.

(ll) **“Parties” or “The Parties”** refer collectively to all of the signatories to this Development Agreement.

(mm) **“Pedestrian Bridge”** refers to an attractive, elevated walkway available as a free amenity to the general public that connects the old City Hall site to the former Harborview Center, and will complement the design of the Project.

(nn) **“Person”** means any one or more natural persons (regardless of age, mental competency, physical capacity, or legitimacy of birth), corporation for-profit, not-for-profit entities, mutual companies, joint-stock companies, partnerships, associations, firms, joint ventures, labor organizations, unincorporated organizations, syndicates, estates, trusts, trustees in bankruptcy, receivers, fiduciaries, legal representatives, personal representatives, heirs, devisees, spouses, creditors, debtors, beneficiaries, attorneys-in-fact, property owners, landlords, tenants, contract purchasers, contract sellers, public agencies (whether federal, state, or local), public officers, public employees, resident aliens, foreign governments, and any other group or combination of natural or artificial persons or entities.”

(oo) **“Plan” or “Downtown Plan”** means the City of Clearwater Downtown Redevelopment Plan which is part of and incorporated in its Comprehensive Plan.

(pp) **“Project”** is defined individually or collectively as the City Hall Project and Harborview Project.

(qq) **“Prohibited Person”** means (i) any Person identified on the OFAC List, (ii) any other Person or foreign country or agency thereof with whom a U.S. Person may not conduct business or transactions by prohibition of Federal law or Executive Order of the President of the United States of America, (iii) any Person who is prohibited from doing business with the municipality in which the Property is located; or (iv) any not-for-profit entity.

(rr) **“Project Schedule”** means the schedule for the completion of the design and construction of the Project, identifying the required dates for the achievement of major milestones in the development process, which Project Schedule shall be subject to extension in the event of Governmental Delay or Force Majeure Event including any Executive Order issued by the Governor regarding an emergency which affects Pinellas County.

(ss) **“Public Realm Improvements”** means the sidewalks, decorative paving, tree grates, pedestrian surfaces, trees, landscaping, irrigation, street furniture, sidewalk café furnishings, art, pedestrian lighting, accent/landscape lighting, trash receptacles, bike racks, wayfinding improvements, water features, bollards, and other similar streetscape

furnishings, facilities, and elements constructed by or placed within the government-owned areas identified as Public Realm on Exhibit “E” attached hereto and made part hereof.

(tt) **“Purchase and Sale Agreement(s)”** means a Purchase and Sale Agreement entered into by the City, as seller, and Developers, their successors or assigns, collectively or individually as purchaser, dated as of the Execution Date for the sale of the City Hall Site for Fifteen Million and Four Hundred Thousand Dollars and no/100 Cents (\$15,400,000.00) and the Harborview Site for Nine Million and Three Hundred Thousand Dollars and no/100 Cents (\$9,300,000.00). Nothing herein shall limit the Developers’ election to enter into two Purchase and Sale Agreements (one for each Property).

(uu) **“Qualified Transferee”** means a Person who (i) either has a direct or indirect tangible net worth of at least \$20,000,000.00 or is a publicly traded company, regardless of net worth, (ii) through its principals or Affiliates, has at least ten (10) years of experience in the ownership and operation of either apartment units rented at market rate to the general public, or the same experience in the ownership and operation of overnight accommodations rented to the general public at market rates, (iii) has at least one thousand (1,000) apartment units or at least one thousand (1,000) hotel units under management, or owns at least ten (10) hotel properties , and (iv) is not a Prohibited Person.

(vv) **“Site Plan Approval”** means the future application for Flexible Development Approval required by the Code for the allocation of the units from the Public Amenities Incentives Pool and issuance of a Development Order.

(ww) **“Special Purpose Entities”** means single purpose limited liability companies and/or limited partnerships formed for the purpose of directly or indirectly owning all or any portion of the Project, which entities shall be directly or indirectly controlled by one or more of the Key Principals.

(xx) **“Substantial Completion”** means receipt of a Temporary Certificate of Occupancy (if requested) or Certificate of Occupancy. Substantial Completion shall be determined separately for the City Hall Project and Harborview Project. For the purpose of the City Hall Project, Substantial Completion shall require a minimum of 93% of residential units in the constructed tower sought to be occupied, shall be available to occupy. For the purpose of the Harborview Project, Substantial Completion shall require a minimum of 93% of overnight accommodation units to be available for occupation.

(yy) **“the Property”** or **“the Project Site”** refers, collectively, to all parcels to which the City, by separate agreement, is conveying title, along with any land owned by the City and for which the City executes a license agreement with the Developer for access and use.

**Section 1.02.** Terms used but not defined herein shall have the meanings provided in the Clearwater Community Development Code, as applicable.

## ARTICLE II LEGAL DESCRIPTION OF THE PROPERTY



**Section 2.01** The old City Hall site, in addition to the definition provided in Section 1.01, is more particularly described by the description and sketch attached to this agreement as “Exhibit A,” attached hereto and made part hereof.

**Section 2.02** The former Harborview Site, in addition to the definition provided in Section 1.01, is more particularly described by the description and sketch attached to this agreement as “Exhibit B,” attached hereto and made part hereof.

**Section 2.03** The Main Library Lot, in addition to the definition provided in Section 1.01, is more particularly described by the description and sketch attached to this agreement as “Exhibit D,” attached hereto and made part hereof.

**Section 2.04** As of the Execution Date, the City is the legal owner of the Property. The Developers hold an equitable interest in the Property, said interest being created by the execution of the Purchase and Sale Agreement dated of even date herewith.

### **ARTICLE III DURATION OF THE AGREEMENT**

**Section 3.01 Duration of the agreement.** The Parties agree that this Development Agreement shall last for thirty (30) years after the Effective Date, but may be extended or renewed at the option of The Parties, pursuant to Section 3.02.

**Section 3.02 Expiration and renewal.** The Parties recognize and agree that Florida Statute 163.3229 allow the Parties to extend this agreement by mutual consent, following a public hearing. The Parties retain and reserve the right to consider this option.

### **ARTICLE IV DEVELOPMENT USES, DENSITY, INTENSITY, HEIGHT, AND PARKING**

**Section 4.01 Authorized uses of The Property.** As to the old City Hall site, authorized uses include multifamily rental housing (apartments), retail and other commercial uses, and all associated appurtenances and amenities, such as minimal surface parking such as loading and drop off areas and an underground parking garage. As to the site of the former Harborview Center, authorized uses include overnight accommodations in the form of a full-service hotel, retail and other commercial uses, along with associated appurtenances and amenities, such as minimal surface parking, loading and drop off areas and underground parking.

**Section 4.02 Prohibited uses of The Property.** As to both sites, prohibited uses include any use that is disallowed by the Code on the Effective Date. In addition, prohibited uses include self-storage facilities, nightclubs (as specifically defined in Section 1.01), and light assembly, even if the Code would otherwise now or in the future authorize such use on the Property.

**Section 4.03 Amplified sound restrictions.** Following Substantial Completion, the Developer, contractors, agents, and commercial tenants shall: (1) coordinate with the

operators of Coachman Park to ensure that any programming that includes broadcasting amplified sound from any outdoor location on the site of the former Harborview Center does not conflict with programming at Coachman Park or any of its venues, specifically including the amphitheater; (2) only use amplified sound in the outdoor areas between the hours of 9:00 am and 12:00 am; and (3) limit amplified sound to a maximum 50dB(A) or 50dB(C), as measured from any point within the boundary line of the nearest residentially occupied property at the street level, unless an exception is granted by the City. A copy of these restrictions shall be included in the rules and regulations applicable to all commercial tenants. For purposes of this section, "amplified sound" refers to any sound broadcast through mechanical speakers or similar powered devices, where such speakers are located or positioned outdoors. Requests for exceptions shall be submitted at least ten (10) days in advance to the City Manager, or designee, who shall grant or deny the request, in his sole discretion. This provision shall be included or recited in any commercial lease entered into between a Developer and a commercial tenant on the Property.

**Section 4.04 Minimum multi-family housing stock.** Recognizing the urgent need to significantly increase the supply of housing options within the City, Gotham through its Affiliate entities shall cause the construction of at least five hundred (500) attached dwelling units on the old City Hall site. Any site plan or site plan amendment that contemplates fewer than five hundred (500) units on the site or a building permit submittal for the first tower (in the event construction is phased) that includes fewer than two hundred fifty (250) units, will not be considered by the City for approval and the City may choose, without penalty and without offering a right to a cure, to terminate this Agreement as to the old City Hall Site within thirty (30) days of such submittal.

**Section 4.05 Availability of multi-family housing to the general public.** After Substantial Completion, and for the duration of this agreement, Developer through its Affiliate entities shall ensure at least eighty percent (80%) of the completed units are made available for rent by the general public at market rates and for periods of tenancy that equal or exceed seven (7) months. Up to twenty percent (20%) of all units may be reserved by Developer through its Affiliate entities, in its sole discretion, for Corporate Housing.

**Section 4.06 Option to set-aside for workforce housing.** Developer, in its sole discretion and at its sole expense, may elect at no cost to the City to reserve up to ten percent (10%) of its housing units for prospective tenants whose income does not exceed up to one hundred and twenty percent (120%) of area median income, adjusted for household size. As a condition precedent to Final Completion, Developer shall notify the City if Developer intends to exercise this option. If Developer initially declines to exercise this option, or fails to notify City, Developer may decide, in its sole discretion and at no cost to the City, to offer the option at any time in the future.

**Section 4.07 Professional apartment management.** Developer shall either manage through an Affiliate or retain the services of a nationally recognized apartment management company to advertise and maintain the buildings and associated appurtenances. Developer or its apartment management company shall, no later than Substantial Completion, create and maintain a publicly accessible website containing rental,

pricing and other information consistent with those of other apartments in the Pinellas County market.

**Section 4.08 Maximum density and intensity.** The old City Hall site shall be developed with up to two-hundred and fifty-three (253) units per acre, or six hundred (600) attached dwellings; and up to forty thousand (40,000) square feet of commercial space, which is currently estimated at 0.35 FAR. The maximum density at the Harborview Site shall include up to one hundred and twenty-four (124) units per acre or 158 overnight accommodation units and up to twenty-one thousand (21,000) square feet of commercial space and an FAR of 0.36.<sup>1</sup>

**Section 4.09 Public Amenities Incentive Pool.** The maximum density and intensity includes an allocation from the Downtown Plan Public Amenities Incentive Pool of four hundred and twenty-two (422) dwelling units for the old City Hall property and twenty-nine (29) dwelling units (which equates to thirty-six (36) overnight accommodation units<sup>2</sup>) for Harborview. These allocations shall be reviewed and decided by the Community Development Board (“CDB”) pursuant to a Flexible Development Application in conjunction with site plan approval. In anticipation of receiving the additional units described in the Downtown Redevelopment Plan, and in return for such amenities, the City agrees to support the Developers’ request for this allocation, and to recommend approval to the CDB.

**Section 4.10 Tolling of Time for Approvals.** In the event the CDB denies the Flexible Development Application, or approves said application with a lesser amount of units from the Public Amenities Incentive Pool, the Developers, in their sole discretion, may either appeal the CDB ruling at the Developers’ sole cost and expense but with the support of the City so long as the submitted plans for Flexible Development Approval are substantially in conformity with the Concept Plan; in the event of a condition of approval regarding the Public Amenities Incentive Pool resulting in less density or intensity, accept the CDB ruling and continue with the Project; revise the concept Plan and proceed with new approvals for the revised concept plan; or, terminate this Development Agreement and the Purchase and Sale Agreement. In the event of a denial, or, an approval that requires a Major Amendment to the Concept Plans or this Agreement, the time periods contained herein shall toll for the time period necessary to prepare and submit a new FLD application consistent with the recommendations of the CDB.

**Section 4.11 Maximum height.** Maximum height for the Harborview Project is one hundred and fifty-seven (157) feet for the hotel, and fifty-three (53) feet for any other building or structure on the site, all as defined by the Code. Maximum height for the City Hall Site Project is two hundred and eight-nine (289) feet as defined by the Code.

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<sup>1</sup> For purposes of this Agreement and consistent with the City Code, the actual density and intensity is calculated pursuant to sec. 3-902(F) and this Agreement reflects the actual non-residential area proposed.

<sup>2</sup> The Downtown Plan allows for a residential density of 75 units/acre in the Downtown Core and a density of 95 units/acre for Overnight Accommodations.

**Section 4.12 Parking.** The Project shall include the Code required<sup>3</sup> parking which is anticipated to be six hundred (600) parking spaces at the City Hall Site and one hundred and nineteen (119) parking spaces at the former Harborview Site plus an additional fifty (50) spaces for the benefit of the City at the Harborview Site for a total of one hundred sixty nine (169) spaces all as shown on the Concept Plan. The parking garage shall be predominantly subterranean, and any required surface features must comply with the Code. A total of seven hundred sixty-nine (769) parking spaces are intended to be constructed between the two sites by the parties, including valet parking spaces. In the event there are fewer than seven hundred sixty-nine (769) total parking spaces approved by the building permits on the City Hall Site and Harborview Site (collectively), including valet parking spaces, or, in the event the total parking spaces are distributed between the two sites resulting in less than six hundred (600) spaces on the City Hall Site, the City may reallocate the Parking Contribution between the two sites pro rata. For example, if the City Hall Site were to ultimately include five hundred fifty (550) rental apartments and five hundred fifty (550) parking spaces and the Harborview Site were to include fifty (50) additional parking spaces, then a proportional increase in the Parking Contribution shall be made to the Harborview Site and a proportional decrease to the City Hall Site. In the event the constructed parking does not comply with the anticipated number of parking spaces, including valet parking spaces, the City shall have the right to a refund of the pro rata share of the Parking Contribution per space (\$30,000 per space) that is not constructed.

**Section 4.13 City Parking Spaces.** A minimum of fifty (50) parking spaces at the Harborview Site shall be reserved and allocated to the City, which shall have the right to enforce all parking rules and restrictions related to those fifty (50) spaces. The City shall promptly deliver to the Developer any rules or policies enacted as related to the City parking spaces. Location, operation, and signage related to those fifty spaces shall be determined at the time of Site Plan Approval in cooperation with the Parties and, to the extent practical, located in the same general area.

**Section 4.14 Harborview Access.** Access to the Harborview Site shall be shared with the Clearwater Main Library as shown on the Concept Plan and as encouraged by the shared access provisions of the Code. Such access shall be further memorialized in a renewable License Agreement for the Main Library Lot. The grant of such License Agreement is required for the development of the Harborview Site as contemplated by the Parties.

## ARTICLE V PUBLIC FACILITIES SERVING THE PROPERTY

**Section 5.01 Public Safety Services.** The Clearwater Police Department and the Clearwater Fire Department shall provide primary public safety services to the Property.

**Section 5.02 Utility Service Providers.** The Project will be served by City of Clearwater utilities (including Solid Waste), the Clearwater Gas System; Duke Energy

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<sup>3</sup> The Code requires a minimum parking of 1 parking space per unit for attached dwellings in the Downtown Core and 0.75 spaces to one overnight accommodation unit in the Downtown Core, as may be adjusted by the terms of the Code.

and other service providers which have current utilities located in or near the Project Site(s). In the event new City facilities are required to support the Project, the City has agreed to construct them as part of its continuing capital improvements. The City agrees that any such construction shall be completed prior to commencement of construction. In the event the City does not provide the site with all City utility connections with sufficient capacity to serve the Project, Developers may construct such facilities as necessary and seek reimbursement from the City for same.

**Section 5.03 Connections for public utilities.** The City will provide all necessary connections for potable water, sewer, and other municipal utilities (excluding those provided by third parties, such as Duke Energy for electric service) to the Project sites. Pursuant to a separate authorization, any and all connection and impact fees (including Mobility Fees) that may be assessed by the City shall be paid by the CRA directly to the City prior to the issuance of a Building Permit for the portion of the Project anticipated to be issued.

## **ARTICLE VI RESERVATION, DEDICATION OF LAND, AND LICENSE AGREEMENT**

**Section 6.01 Subdivision and Platting.** The Parties agree that both Properties must be formally subdivided and, if necessary, a new plat approved by the City of Clearwater and recorded in the Official Records of Pinellas County to formalize the subdivision. The City shall prepare the Preliminary Plat application, apply for, and obtain Preliminary Plat approval; pursue final plat approval; and prepare the Property for development and conveyance prior to the Closing Date as defined in the Purchase and Sale Agreement.

**Section 6.02 Dedication to the public.** The Parties agree that upon replatting the area described in Section 6.01, the ingress and egress to the publicly accessible areas shall be dedicated to the general public, either by plat or by separate agreement. This dedication shall not preclude Developer from creating or enforcing reasonable rules relating to access and conduct within the boundaries of the Property.

**Section 6.03 Dedication of the Pedestrian Bridge.** The Parties agree that any portion of the Pedestrian Bridge that may be constructed shall be dedicated to the general public.

**Section 6.04 License as to the Main Library Lot.** The Parties shall enter into a separate License Agreement for access, ingress/egress and temporary parking on the Main Library Lot. Such access and use shall be governed by the terms of the License Agreement. Upon execution of the License Agreement, the License Agreement will be considered incorporated by reference into this Agreement. The term of the License Agreement shall be for at least the entire duration of this Agreement and shall include provisions to allow for the automatic renewal of such access, ingress/egress and temporary parking during the existence of the Harborview Project. Any breach or violation of the License Agreement may be enforced by remedies specified therein.

## ARTICLE VII REQUIRED PERMITS AND PROJECT SCHEDULE

**Section 7.01 Conditions precedent to closing on the old City Hall site.** Closing on the Property, as defined in the City Hall Site Purchase and Sale Agreement, and any development contemplated herein, may not occur until: (i) Ordinance 9597-22 is enacted by the Clearwater City Council; (ii) the Clearwater Charter is amended by an affirmative vote of the electorate and the results certified by the Pinellas County Supervisor of Elections ; (iii) approval of a Preliminary Plat application; (iv) approval of a Flexible Development Approval application (“FLD Application”), substantially conforming to the Concept Plan; and (v) issuance by the City of a building permit for the first individual phase of development which shall, at a minimum, include the podium and one residential tower on the old City Hall Site; (vi) payment by the CRA to the City of any required impact fees and mobility fees; and (vii) payment of the portion of the Parking Contribution allocable to the City Hall Site, which shall be paid at the time of closing pursuant to the Purchase and Sale Agreement. In the event any of these conditions precedent fail to occur by December 31, 2024, subject to extension by Force Majeure Event, Governmental Delays, or extended pursuant to Section 7.03 of this Agreement, the City shall have the option, at its sole discretion, to terminate the portions of this Agreement related to the old City Hall site.

**Section 7.02 Conditions precedent to closing on the former Harborview Site.** Closing on the Property, as defined in the Harborview Site Purchase and Sale Agreement, and any development contemplated herein, may not occur until: (i) Ordinance 9597-22 is enacted by the Clearwater City Council; (ii) the Clearwater Charter is amended by an affirmative vote of the electorate and the results certified by the Pinellas County Supervisor of Elections; (iii) approval of a Preliminary Plat application; (iv) approval of a Flexible Development Approval application (“FLD Application”), substantially conforming to the Concept Plan; and (v) issuance by the City of a building permit for the first individual phase of development which shall, at a minimum, include the hotel located on the former Harborview Site; (vi) payment by the CRA of any required impact fees and mobility fees; and (vii) payment of the portion of the Parking Contribution allocable to the Harborview Site, which shall be paid at the time of closing pursuant to the Purchase and Sale Agreement. In the event any of these conditions precedent fail to occur by December 31, 2024, subject to extension by Force Majeure Event, Governmental Delays, or extended pursuant to Section 7.03 of this Agreement, the City shall have the option, at its sole discretion, to terminate the portions of this Agreement related to the former Harborview Site.

**Section 7.03 Extension of Closing.** The Parties recognize that additional time may be necessary to close pursuant to the Purchase and Sale Agreement. Notwithstanding anything contained herein to the contrary, and provided that Developers are using Commercially Reasonable Efforts to obtain approval of any necessary permits, the Developers shall be entitled to an extension of ninety (90) days by delivering written notice thereof prior to December 31, 2024, and submitting payment to the City a non-refundable, additional sum of two hundred thousand dollars (\$200,000.00) for each site to which the extension option has been exercised, as more fully set forth in the Purchase and Sale Agreement.

**Section 7.04 Site plan review, Building Permit, and Closing.** The Developers will use Commercially Reasonable Efforts to submit, as to each site, (1) an application for Flexible Development Approval, and (2) an application for building permit in a manner to be deemed complete and on a schedule that will allow the issuance by the City of a building permit and closing by December 31, 2024 for the first individual phase of development, subject to extension in the event of Force Majeure Event or Governmental Delay. The plans submitted in support of the application for Flexible Development Approval and the building permits shall be substantially in conformance with the Concept Plan. Changes to the Concept Plan shall be governed by Sec. 4-606(i)(1) of the Code.

**Section 7.05 Other Permits.** The Project development will require the following permits: (i) City of Clearwater Building Permits; (ii) City of Clearwater right of way permit; (iii) Southwest Florida Water Management District Environmental Resource Permit; and (iv) Florida Fish and Wildlife Commission (if required).

**Section 7.06 Code amendments.** The Parties acknowledge that text amendments to the Code may be necessary for the Developers to comply with their obligation to construct a project that substantially conforms to the Concept Plan. To the extent that Code amendments are necessary to achieve this objective, the Community Development Coordinator will initiate a text amendment in the manner described in Section 4-601 of the Code. The Parties recognize that text amendments can be approved only by the City Council, and nothing in this agreement shall obligate the City Council to approve a text amendment. However, any time spent by the City in processing or considering a text amendment shall be considered a Governmental Delay. In addition, if the City ultimately declines to adopt a text amendment that would enable or assist the developers in fulfilling or complying with the Concept Plan, the Developer shall in that case resubmit plans within a commercially reasonable amount of time that conforms to the Code and, to the extent allowed by the Code, also fulfill the Concept Plan.

**Section 7.07 Private provider reviews.** The Parties acknowledge a fee owner's entitlement under Florida Statute 553.791 to utilize a private provider for plans review and building code inspection services. To ensure the Developer can exercise this option, the City, as the current fee owner of the Property, hereby designates the Developer, for purposes of Section 7.07 only, as the City's authorized "contractor" under Florida Statute 553.791(2)(a). Should the Developer exercise this option, either prior to or after acquiring title to the Property, the City shall charge the minimum administrative fees as provided for in Florida Statute 533.791, or the maximum extent allowed by Florida Statute 553.791, whichever fee is less. Pursuant to the City Code, permit fees shall also be reduced accordingly.

**Section 7.08 Certificate of occupancy.** Developer shall apply for and obtain a certificate of occupancy for each phase of the Project that is constructed.

## ARTICLE VIII CONSISTENCY FINDINGS

**Section 8.01 City's Comprehensive Plan.** This Agreement is consistent with the City's Comprehensive Plan, as well as the City's Downtown Redevelopment Plan.

**Section 8.02 City's Land Development Regulations.** The Concept Plans, as attached hereto, comply with the City's Code, or will comply prior to submittal of the FLD application.

**Section 8.03 Concurrency finding.** As required by Code Section 4-606(G)1, the Parties stipulate that the requirements for concurrency have been satisfied or will be satisfied by the City's obligations prior to construction.

## **ARTICLE IX TERMS AND CONDITIONS FOR PUBLIC WELFARE**

**Section 9.01 Alignment with Concept Plan.** All future plans shall substantially comply with the Concept Plan as provided for in the Code.

**Section 9.02 Sustainability, Health and Wellness, and Resilience Features.** In furtherance of the City's Greenprint 2.0, an environmental plan designed to create a sustainable future, the Project will be designed and constructed to achieve LEED Silver Certification.

**Section 9.03 EV-capability and EV-readiness.** At least ten percent (10%) of all parking spaces within the Projects shall be EV-capable by Final Completion, and at least five percent (5%) of all parking spaces shall be EV-installed or EV-operational by Final Completion.

**Section 9.04 Landscaping and hardscaping.** The Developers shall provide landscape plans for the Properties as required by the City's Flexible Development Approval process. The Developers shall select landscaping and hardscaping designs of their choosing, but must utilize the services of the Landscape Architect in their selection, who will consult with the City to ensure botanical and aesthetic compatibility with the public right-of-way and other abutting City property. The Developers shall be responsible, at their sole expense, for the design, erection, installation, and maintenance of all landscaping and hardscaping located on the Property unless otherwise provide for herein. City shall provide and construct complementary landscape and hardscape to ensure the appropriate transition from Coachman Park to the Properties, as indicated on the Public Realm Improvements Exhibit "E".

**Section 9.05 Pedestrian Bridge.** The Parties agree to share equally costs and responsibilities associated with designing and constructing the Pedestrian Bridge, with 50% of such costs to be paid by the City and 50% of the costs to be paid by the Developers, who will be held jointly and severally liable for payment of those costs, provided that the total cost associated with designing and constructing the Pedestrian Bridge shall not exceed Four Million Dollars and no/100 Cents (\$4,000,000.00) for design and construction. If the Parties determine that the design and construction cost of the Pedestrian Bridge exceeds Four Million Dollars and no/100 Cents (\$4,000,000.00), then the City, at its option, may approve additional funding; evaluate and select a possible alternative design that would reduce the cost of the Pedestrian Bridge, construct a pedestrian walkway partially at grade instead of a Pedestrian



Bridge; or delete the Pedestrian Bridge from the Project. If the City decides to approve an alternative design or to remove the Pedestrian Bridge from the Project, Developers will not be found in default under this Agreement. In no event shall the Developers be responsible for contributing more than Two Million Dollars and no/100 Cents (\$2,000,000.00) to the design and construction cost of the Pedestrian Bridge, or any alternative design.

**Section 9.06 Impact fees and Utility Connection Fees.** To ensure continued high quality Public Utility service, and in furtherance of the City's continued investment in multi-modal transportation, all impact fees (including Mobility fees) and necessary connection fees due to the City will be paid by the CRA on the Developer's behalf. The Parties acknowledge the CRA's approval of this expenditure on July 18, 2022, which will be paid pro rata directly to the City by the CRA at time of permit issuance.

**Section 9.07 Change in control provisions.** The Developer and the City acknowledge and agree that the conveyance of the Property by the City to Developer is expressly conditioned on Developer's agreement to develop the Property in accordance with this Development Agreement and within the time set forth herein, which shall be extended in the event of Force Majeure Event and/or Governmental Delay. Developer shall not sell, transfer, bequeath, or otherwise dispose of the Property, or any part thereof, until the City Hall Project or Harborview Project, as applicable, is Substantially Complete in accordance with this Development Agreement, provided, however, that Developer shall have the right to (i) assign its interest in this Agreement to one or more Special Purpose Entities and (ii) transfer membership interest in the Developer and/or Special Purpose Entities to third party investors provided that one or more of the Key Principals retain direct or indirect control of the Developer and/or Special Purpose Entities, major decision and removal rights of such lenders and/or investor members. Subject to the remedies of lenders and equity investors, Developers agree there shall be no Change in Control prior to Substantial Completion. Developer and/or the Special Purpose Entities shall be entitled to collaterally assign its interest in the Property to institutional lenders and/or investors in connection with the construction and/or permanent financing of the Project.

**Section 9.08 Future conveyance.** The Parties agree that the long-term ownership of the Properties by professional developers or owner-operators is crucial to the success of the Project and the downtown. For these reasons, the Parties agree that any future conveyance of the Property, or those portions of the Property that are residential and overnight accommodation uses, whether prior to Substantial Completion or at any time after Substantial Completion, shall be to a Qualified Transferee. For the avoidance of doubt, leasing or subleasing the Property to residential or commercial tenants shall not be deemed a conveyance of the Property.

**Section 9.09 Assignment of Development Agreement.** Pursuant to Florida Statute §163.3239, the burdens of this Agreement shall be binding upon and the benefits shall inure to all successors in interest to the parties to the Agreement, including any Special Purpose Entities, Qualified Transferees and, to the extent provided in Section 4.03, commercial tenants. Any attempted assignment or transfer in violation of this section shall be void *ab initio*.

**Section 9.10 Timing of construction activity.** The Parties understand that construction activities can be disruptive to residents, especially during evening hours. Therefore, all construction activities shall occur during the times described in Section 3-1508 of the Code, except in cases of emergency, or where prior approval has been granted by the City Manager, in his or her sole discretion. The City may give advance notice to cease outside or exterior construction that may conflict with a previously scheduled event at Coachman Park, but not more than four (4) times per calendar year.

**Section 9.11 Time is of the Essence.** The Parties agree that timely completion of this Project is of paramount importance, and time is of the essence regarding the calendar dates and milestones described in this agreement. The Developer's failure, after its commercially reasonable efforts, to obtain Substantial Completion, or any other timeline established in this agreement, as such timeline shall be extended in the event of Force Majeure Event or Governmental Delay, shall result in a material default of this Agreement.

**Section 9.12 Default.** A material breach of any term of this agreement by either party shall constitute an Event of Default. Upon an Event of Default, the aggrieved party shall promptly notify all other Parties of the basis for concluding that an Event of Default has occurred. In such event, the accused Party shall have thirty (30) days to respond and cure the Event of Default or one hundred and eighty (180) days if such Event of Default is not capable of being cured within thirty (30) days provided the accused Party is making good faith efforts to cure such Event of Default. If the Party fails to respond, or fails to cure the Event of Default, the aggrieved Party shall have, except as limited by Sections 9.13 and 9.14 of this Agreement, the ability to exercise any and all rights available in law, in equity, and under this contract, provided, however, that in no event shall the Parties be liable for punitive, consequential or special damages. At the request of Developer, the City shall enter into an amendment to this Agreement or subordination, recognition and standstill agreement pursuant to which among other things (i) the rights of the City following an Event of Default by the Developer will be subject and subordinate to the rights of the institutional lenders and/or investors, (ii) the institutional lenders and/or investors will have the right, but not the obligation to cure the Event of Default on behalf of Developer, during an extended notice and cure period, and (iii) the City will recognize the institutional lenders and/or investors right to remove and replace the Key Principals and/or the Developer with a Qualified Transferee. Notwithstanding this provision, the extended notice and cure period shall not apply prior to Closing unless the Developer gives notice to City of an institutional lender and/or investor who has been admitted and demands such right but in no way will diminish the City's right to terminate under Section 4.04.

**Section 9.13 No cross-default.** Notwithstanding anything to the contrary, the City Hall Project and Harborview Project shall not be cross defaulted and in the event there are multiple Developers and/or Special Purpose Entities pursuant to the assignment provisions herein, the obligations hereunder applicable to the City Hall Project and Harborview Project shall be several and not joint and several obligations of the Developers and/or Special Purpose Entities formed to undertake the City Hall Project and Harborview Project. Notwithstanding anything to the contrary, an Event of Default in connection with the Harborview Project shall not be deemed an Event of Default in connection

with the City Hall Project; and an Event of Default in connection with the City Hall Project shall not be deemed an Event of Default in connection with the Harborview Project. The Parties hereby agree that the City will only pursue remedies against the individual Developer or Special Purpose Entities formed to undertake the portion of the Project for which an Event of Default has been claimed. Notwithstanding anything to the contrary herein, no default by either the City or the Developer under this agreement shall be deemed to constitute an Event of Default under any other document or instrument now or hereafter in effect between the Parties, including without limitation the Purchase and Sale Agreement for the Property or the License Agreement for the Main Library Lot. It is the intent of the parties that this agreement and the parties' rights, duties and obligations hereunder are intended to be separate and distinct from any other contract or agreement, and not subject to "cross default." A party in breach of the Purchase and Sale Agreement of the Property or the License Agreement for the Main Library Lot, may seek redress only as provided in those agreements.

**Section 9.14 Remedies Not Exclusive.** Except as provided in Sections 9.12 and 9.13, (a) the exercise of one or more of the rights and remedies under this agreement shall not preclude the exercise of any other right or remedy under this agreement, at law, or in equity; and (b) damages at law may not be an adequate remedy for a breach or threatened breach of this agreement and in the event of a breach or threatened breach of any provision hereunder, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. In no event shall the Parties have the right to seek punitive, consequential or special damages.

**Section 9.15 Force Majeure.** None of The Parties shall be liable or responsible to any other party, nor be deemed to have defaulted under or in breach of this development agreement, for any failure or delay in performing any term of this agreement when and to the extent such failure or delay is directly caused by and attributed to a Force Majeure Event.

**Section 9.16 Tolling of Time Periods for Force Majeure Event.** When a Developer claims that it has been affected by a Force Majeure Event in accordance with this paragraph, the time periods set forth in this Agreement shall be tolled, to the extent that those obligations are affected by the Force Majeure Event, from the date of the Force Majeure Event (provided that Developer provides written notice to the City of such event) until cessation of that Force Majeure event (or the consequences thereof). If one or more Force Majeure Events overlap, the time periods set forth in this paragraph shall be tolled only for the longest period of the overlapping Force Majeure Events (i.e., such events shall run concurrently, not consecutively). Developer shall use Commercially Reasonable Efforts to resume, with the shortest possible delay, compliance with obligations under this Development Agreement.

**Section 9.17 Governmental Delay.** Notwithstanding anything to the contrary contained in the Agreement, all time periods applicable to Developer shall be subject to day-for-day extensions in the event of any Governmental Delay.

**Section 9.18 Tolling of Time Periods Generally.** Notwithstanding anything to the contrary, in the event that there is an appeal or legal proceeding challenging this Agreement or challenging other matters affecting the purpose, intent, or rights of a Developer, the Developers or the City to develop the Project as contemplated hereby, a Force Majeure

Event, or Government Delay, all time periods shall be extended on a day-for-day basis; provided, however, that this Agreement shall not exceed the duration of thirty (30) years as set forth in Section 3.01 herein, unless extended pursuant to Section 3.02.

## **ARTICLE X CITY OBLIGATIONS**

**Section 10.01 City's cooperation.** The City agrees to assist in carrying out the Project by preparing, submitting to the voters of Clearwater, and promoting a referendum (to the extent permitted by Florida law) approving the sale of the Property to the Developers (Ordinance 9597-22); completing the sale of the Property to the Developers, subject to the mutual agreement of the Parties memorialized in a separate Purchase and Sale Agreement; and completing the Public Realm Improvements described in Section 10.09. In addition, the City will provide financial support to support the public benefits associated with the Project to the extent required by this Agreement.

**Section 10.02 Development review, permitting and platting.** The City agrees to diligently proceed with and complete its development review and permitting processes for each phase of the Project, and respond to the Developer as soon as reasonably possible after receipt thereof and advise the Developer in writing of the City's comments and objections, if any, thereto. The City shall, at minimum, comply with the responsiveness requirements, including timelines, specified in Florida Statute 166.033.

**Section 10.03 Prioritization of resources.** Recognizing the urgency of creating additional housing stock within the City, the City shall, to the extent practical, prioritize all site plan reviews, applications for building permits, and other matters relating to the Project.

**Section 10.04 Cooperation for waterborne transportation.** The Parties fully support and endorse the concept of waterborne public transportation. The Parties acknowledge the City's current support for the Clearwater Ferry, and further acknowledge the efforts of the Pinellas Suncoast Transit Authority ("PSTA") to expand access to waterborne transportation. The City agrees to collaborate with PSTA with a goal toward increasing access and usage as opportunities for collaboration arise.

**Section 10.05 Cooperation regarding marina facilities.** The City and Developer shall explore and cooperate regarding the construction and use of new boat slips or use of existing boat slips at the Clearwater Harbor Marina.

**Section 10.06 Cooperation as to Tourist Development Council ("TDC").** The City agrees to recommend and support the Developer's request for supplemental funding from the TDC. The Parties acknowledge that the City does not control the TDC, and cannot assure the Developer of a particular outcome.

**Section 10.07 Demolition and remediation of City Hall.** The City agrees to demolish the old City Hall site, clear the land, obtain a Phase I ESA, obtain a Phase II ESA if required based upon Phase I ESA findings, and provide a copy of the same to the Developer. If the ESA identifies the need for environmental remediation, the City will

perform or arrange the remediation at no cost to the Developer. The City will perform the remediation prior to, and as a condition precedent to, closing on the sale of the Property. If remediation is required, any remediation performed by the City after the Developer receives a building permit for the old City Hall site shall toll the due diligence period while the remediation occurs.

**Section 10.08 Remediation of Harborview Site.** The City agrees to obtain a Phase I ESA for the Harborview Site, obtain a Phase II ESA if required based upon the Phase I ESA findings, and provide a copy of the same to the Developer. If the ESA identifies the need for environmental remediation, the City will perform or arrange the remediation at no cost to the Developer. The City will perform the remediation prior to, and as a condition precedent to, closing on the sale of the Property. If remediation is required, then all timelines shall be tolled as needed to account for the time for remediation to occur.

**Section 10.09 Public Realm Improvements.** The City shall complete, at its own expense, the improvements located on the public property identified on the Public Realm Improvements Exhibit E attached hereto. The Public Realm Improvements include anticipated improvements to Osceola Avenue including the construction of improved intersections. The City and Developer will coordinate the design and construction of such Public Realm Improvements to ensure completion of such improvements prior to Substantial Completion. The City shall identify the funding source for the Public Realm Improvements and commit such funds prior to and as a condition of Developers Closing on the purchase of the properties. The Public Realm Improvements shall be completed prior to Substantial Completion. In the event the City does not complete the Public Realm Improvements, Developer, at its option, may proceed to complete such improvements to ensure the continuity and integration of the Projects to the Public Realm and seek reimbursement for the actual costs thereof. Notwithstanding this section 10.09, the Pedestrian Bridge construction shall be pursuant to the terms of this Agreement.

**Section 10.10 Financial Commitments.** The City shall maintain its financial capability to carry out its responsibilities as contemplated by this Agreement along with the terms of any executed Purchase and Sale Agreement, and shall notify the Developer of any event, condition, occurrence, or change in its financial condition which adversely affects, or with the passage of time is likely to adversely affect, the City's financial capability to carry out its responsibilities contemplated hereby. With respect to the public funds of the CRA and the City that shall be contributed for the success of the Project, the Parking Contribution and any other funds obligated herein shall be deposited into an escrow account for the benefit of Developer to directly pay Developer expenses (such as the CRA's payment of impact fees and connection fees) or be paid at Closing as provided for in the Purchase and Sale Agreement.

## **ARTICLE XI DEVELOPER'S REPRESENTATIONS AND WARRANTIES**

**Section 11.01 Developer Representations.** Each Developer hereby represents, warrants, and covenants to the City as follows:

(a) The Developer has all requisite power and authority, has taken all actions required by its organizational documents and applicable law, and has obtained all necessary consents, to execute and sign this Agreement. This Agreement has been duly authorized and properly executed and delivered and constitutes the valid and binding obligations of Developer, enforceable in accordance with its terms, subject to principles of equity, bankruptcy, insolvency, and other laws generally affecting creditors' rights and the enforcement of debtors' obligations.

(b) The Developer is qualified and has the skill and professional competence, expertise, and experience to undertake the obligations imposed, and to perform the Services contemplated, by this agreement and the requirements of a project of the magnitude and scope of the Project.

(c) The Developer and its contractors hold and will at all times during the term of this Agreement maintain all licenses, permits, or other certifications necessary to comply with the Agreement.

(d) The Developer will be solely responsible for evaluating its responsibility and liability, if any, under Florida Statute 448.095.

## **ARTICLE XII MISCELLANEOUS**

**Section 12.01 Statutory Development Agreement Requirements.** Pursuant to the requirements of the Florida Local Government Development Agreement Act, Sections 163.3220 – 163.3243, Florida Statutes, are incorporated herein. Accordingly, the failure of the Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions. Subsequently adopted ordinances and codes of the City which are of general application not governing the development of land shall be applicable to the lands subject to this Agreement.

**Section 12.02 Notices.** Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted under this Agreement shall be in writing and delivered to all other parties at the addresses below, both by certified or registered U.S. Mail, and by electronic transmission (facsimile or e-mail). Where time is of the essence, delivery shall be considered complete forty-eight (48) hours after sending the electronic transmission.

To City:

Name: Gina Clayton, Community  
Development Coordinator  
Address: 100 S. Myrtle Ave., Clearwater,  
FL 33756  
Telephone: 727-562-4587  
Email: gina.clayton@myclearwater.com

with a copy to:

Name: David Margolis, City Attorney  
Address: 600 Cleveland Street, Ste 600  
Clearwater, FL 33755  
Telephone: (727) 562-4010  
Email: David.Margolis@MyClearwater.com

To Developer:

Name: Bryan Kelly  
Gotham Property Acquisitions, LLC  
Address: 432 Park Ave South, 2<sup>nd</sup> Floor,  
New York, NY 10016  
Telephone: (212) 599-0520  
Email: bkelly@gothamorg.com

To Developer

Name: Dustin J. DeNunzio  
The DeNunzio Group, LLC  
Address: 3060 Alternate 19 North,  
Palm Harbor, FL 34683  
Telephone: (727)259-7160  
Email: djd@thedenunziogroup.com

With a copy to:

Name: Katherine E. Cole, Esq.  
Hill Ward Henderson  
Address: 600 Cleveland Street, Ste. 800  
Clearwater, FL 33755  
Telephone: (727) 259-6791  
Facsimile: (727) 724-2900  
Email: katie.cole@hwhlaw.com

Any party shall change its address for purposes of this Section 12.02 by giving written notice as provided in this Section 12.02. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 12.02.

**Section 12.03 Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Florida.

**Section 12.04 Attorneys' Fees.** Each party to this development agreement shall be responsible for all legal fees and costs it incurs in connection with the preparation, review, and negotiation of this agreement, and any pursuit or defense of any claim relating to this agreement.

**Section 12.05 Submission to Jurisdiction and Venue.** The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any

matter arising out of, relating to, or in connection with, this Development Agreement or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be brought in the state court located within Pinellas County, Florida, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Florida. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding that is brought in any such court has been brought in an inconvenient forum.

**Section 12.06 Interpretation and Construction.**

(a) Drafting Party. The Parties acknowledge that, in connection with negotiating and executing this Agreement, each has had its own counsel and advisors and that each has reviewed and participated in drafting this Agreement. The fact that this Agreement was prepared by any Party's counsel as a matter of convenience shall have no import or significance to the construction of this agreement. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of: (i) this Agreement; (ii) any exhibits to this Agreement; or (iii) any document drafted or delivered in connection with the transactions contemplated by this Agreement.

(b) Headings. Any captions or headings used in this Agreement are for convenience only and do not define or limit the scope of this agreement.

(c) Pronouns and singular usage. The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. The use of any pronoun regarding gender shall include the neutral, masculine, feminine, and plural.

**Section 12.07 Severability**. If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable any other term or provision.

**Section 12.08 Estoppel Certificates**. Within twenty (20) days after request in writing by any Party or lender, the other Party will furnish a written statement in form and substance reasonably acceptable to the requesting Party, duly acknowledging the fact that (a) this Development Agreement is in full force and effect, (b) there are no uncured defaults hereunder by the City or a Developer, if that be the case, and (c) additional information concerning such other matters as reasonably requested. In the event that either Party shall fail to deliver such estoppel certificate within such twenty (20) day period, the requesting Party shall forward such request directly to the City Manager and the City Attorney or to the Developer with copies to the Developer's counsel by certified mail, return receipt requested or by Federal Express or other courier service requiring signature. In the case where a Developer is the requesting Party, the Developer may, in its sole discretion but



without obligation, appear at a public meeting and request the estoppel certificate to insure that the City Manager and staff are aware of the request and the Developer may rely on the statement of the City Manager at such public meeting or may request that the City Manager be directed by the City Council to respond to the estoppel certificate request in a timely manner.

**Section 12.09 Entire Agreement.** The Parties' entire agreement is encompassed within this Development Agreement, two Purchase and Sale Agreements for the Property, the License Agreement for the Main Library Lot, and the exhibits to each of those agreements, and any resolution, ordinance, or action approved by the City in furtherance of the provisions herein. Together, those documents constitute the sole and entire agreement of The Parties, notwithstanding any prior statements or representations, whether written or oral.

**Section 12.10 Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect to any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**Section 12.11 Days; Performance on a Saturday, Sunday, or Holiday.** Whenever the term "day" is used in this agreement, it shall refer to a calendar day unless otherwise specified. A "business day" shall mean any weekday except for holidays on which the City is closed for normal business. Should this agreement require an act to be performed or a notice to be given on a Saturday, Sunday, or City holiday, the act shall be performed or notice given on the following business day.

**Section 12.12 Further Assurances.** Each party agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Agreement, so long as any of the foregoing do not materially increase any party's obligations hereunder or materially decrease any party's rights hereunder.

**Section 12.13 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement.

**Section 12.14 Exculpation.** Notwithstanding anything to the contrary, in no event shall the partners, officers, directors, employees, affiliates or subsidiaries of the Developers have any liability whatsoever pursuant to this Agreement and, subject to Section 9.02, the City agrees to look solely to Developers and subsequent Property owners in connection with the remedies provided for in this Agreement.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Countersigned:

CITY OF CLEARWATER, FLORIDA

Frank Hibbard

Frank Hibbard  
Mayor

By:

Jon Jennings

Jon Jennings  
City Manager

Approved as to form:

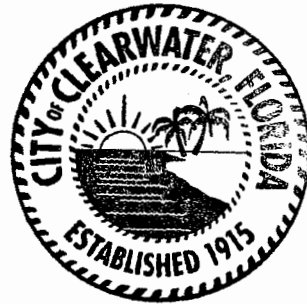
Attest:

David Margolis

David Margolis  
City Attorney

Rosemarie Call

Rosemarie Call  
City Clerk



SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

DEVELOPER:

GOTHAM PROPERTY ACQUISITIONS, LLC  
a New York limited liability company

By: Bryan Kelly  
Bryan Kelly

Its: President, Developments

STATE OF NEW YORK  
COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this            day of            , 2022 by Bryan Kelly, as

President, Developments of GOTHAM PROPERTY ACQUISITIONS, LLC, a New York limited  
liability company, on behalf of the said company, who is  personally known to me or  has  
produced a valid driver's license as identification.

[Notary Seal]

Notary Public Lindsay Ann Kelly  
Print Name: Lindsay Ann Kelly  
My Commission Expires: 06-03-2023

LINDSEY ANN KELLY  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02KE0392911  
Qualified in Suffolk County  
My Commission Expires 06-03-2023

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

THE DENUNZIO GROUP, LLC,  
a Florida limited liability company

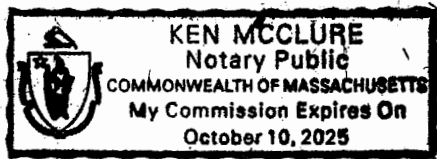
By: *Dustin J. DeNunzio*  
Dustin J. DeNunzio

Its: *President*

~~STATE OF FLORIDA)~~  
MASSACHUSETTS  
COUNTY OF ~~PINELLAS)~~  
ESSEX

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15 day of August, 2022 by Dustin J. DeNunzio, as President of THE DENUNZIO GROUP, LLC, a Florida limited liability company, on behalf of the said company, who is  personally known to me or  has produced a valid driver's license as identification.

[Notary Seal]



Notary Public *Ken McClure*

Print Name: Ken McClure

My Commission Expires: October 10, 2025

Attachments:

Exhibit A: City Hall Site Legal Description

Exhibit B: Harborview Site Legal Description

Exhibit C: Concept Plan

Exhibit D: Main Library Lot

Exhibit E: Public Realm Improvements Exhibit

DESCRIPTION

That portion of the East 402.04 feet of Lots 3, 4, & 5 of Block A, John R Davey's Re-subdivision as shown on plat recorded in Plat Book 1, page 87 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part; lying South of those lands described in Official Records Book 14700, page 1498 of the Public Records of Pinellas County, Florida;

LESS the East 15 feet of said Block A;

And LESS the South 20 feet of said Lot 5 per City of Clearwater Resolution 64-180, recorded in Official Records Book 2059, page 493 of said Pinellas County Public Records.


Said portion of Lots 3, 4, & 5 being more particularly described as follows:

Commence at the Southeast corner of Lot 5, Block A, John R Davey's Re-subdivision as shown on plat recorded in Plat Book 1, page 87 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part; thence N 00° 06' 32"E along the East line of said Lot 5, a distance of 20.00 feet to a point on the North line of the South 20 feet of said Lot 5; thence S 89° 20' 12"W along said North line of the South 20 feet, a distance of 15.00 feet to the West line of the East 15 feet of said Block A and the Point of Beginning; thence continue S 89° 20' 12"W along said N line of the South 20 feet, a distance of 387.07 feet; thence N 00° 06' 32"E, a distance of 300.20 feet to the Westerly extension of the Southernmost line of those lands described in Official Records Book 14700, page 1498 of the Public Records of Pinellas County, Florida; thence S 88° 25' 09"E along said line, a distance of 387.17 feet to the said West line of the East 15 feet; thence S 00° 06' 32"W along said West line of the East 15 feet, a distance of 285.04 feet to the Point of Beginning.

Containing 113,256 square feet, or 2.60000 acres, more or less.

NOTES

1. THIS IS A SKETCH TO ACCOMPANY A DESCRIPTION AS DEFINED IN CHAPTER 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE AND IS NOT A FIELD SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, AS ESTABLISHED BY THE NATIONAL OCEAN SERVICES' PROGRAM OFFICE NATIONAL GEODETIC SURVEY AND THE WEST LINE OF OSCEOLA STREET BEING SOUTH 00°06'32" WEST.
3. COORDINATES SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, WEST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT AS ESTABLISHED USING THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FLORIDA PERMANENT REFERENCE NETWORK OF BASE STATIONS. THE COORDINATES ARE DISPLAYED IN US SURVEY FEET.
4. THIS DESCRIPTION IS BASED ON THE DIMENSIONS PROVIDED IN A BOUNDARY SURVEY TITLED "THE CITY OF CLEARWATER'S TITLE IN COACHMAN PARK" AND OTHER CITY PROPERTIES, PREPARED BY MACSURVEY, INC., ITS PROJECT 2018-023, AND HAVING A SURVEY DATE OF 11/1/2019. NOTE THAT THE BEARING OF PIERCE STREET SHOWN ON THE SURVEY HAS BEEN REVISED FROM S89°10'11"W TO S89°20'12"W, HOWEVER THE REVISED SURVEY HAS NOT YET BEEN COMPLETED.

PREPARED FOR: City of Clearwater 100 S. Myrtle Avenue Clearwater, FL 33756		<b>Sketch of Description</b> <b>2.60ac Old City Hall Parcel</b> SECTION 16, TOWNSHIP 29 S., RANGE 15 E.		BY GN	DATE 6/6/22	DESCRIPTION Deed Book Page
INITIALS CREW CHIEF N/A DRAWN CPM CHECKED CPM FIELD BOOK N/A FIELD DATE N/A	DATE N/A 5/31/22 5/31/22			<b>George F. Young, Inc.</b> 299 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701 PHONE (727) 822-4317 FAX (727) 822-2819 BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM CIVIL & TRANSPORTATION ENGINEERING   ECOLOGY   GIS   LANDSCAPE ARCHITECTURE PLANNING   SURVEYING   SUBSURFACE UTILITY ENGINEERING GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA		JOB NO. 20004101SS SHEET NO. 1 OF 2

FILE: \\GFY-STP\stp\_1\project\sur\2020\20004101SS\DWG\20004101SS-SD01-REV1.dwg  
 LOGIN: Nipper, Greg  
 PLOTTED: 6/6/2022 4:55 PM

LOT 2, BLOCK A (PBH 1/87)  
ORB 14700/1498 & ORB 16335/11  
WATER'S EDGE, A CONDOMINIUM

REMAINDER OF LOT 3 (NOT INCLUDED)  
402.04'

S88°25'09"E 387.17'

LOT 3, BLOCK A (PBH 1/87)  
VESTED IN CITY PER DB 113/176

LOT 4, BLOCK A (PBH 1/87)  
VESTED IN CITY PER DB 113/176

LOT 5, BLOCK A (PBH 1/87)  
VESTED IN CITY PER DB 1493/403  
E 236' VESTED IN CITY PER DB 361/249

S89°20'12"W 387.07'

LESS S. 20' OF LOT 5 (RESOLUTION 64-180, ORB 2059/493)

8' STRIP TO CITY (DB 838/93)

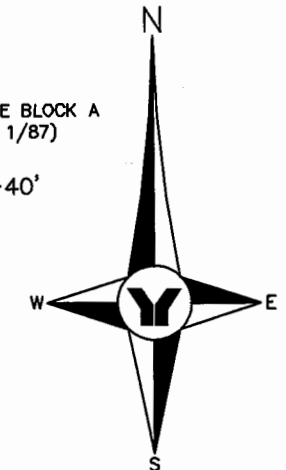
S LINE LOT 5 (PBH 1/87)

PIERCE STREET  
(20' HALF R/W PER PBH 1/87)

POINT OF COMMENCEMENT  
SE COR OF LOT 5, BLOCK A (PBH 1/87)  
NLD "MACSURVEY LB 7929"  
N=1,320,476.388'  
E=397,529.630'

E LINE BLOCK A (PBH 1/87)

OSCEOLA STREET  
(40' R/W DEDICATED PER PBH 1/54)



SCALE 1"=100'

POINT OF BEGINNING  
5/8" IRC  
"FLORIDA DOT"

S89°20'12"W  
15.00'

N00°06'32"E  
20.00'

**LEGEND**

- ⊕ = CENTERLINE
- COR = CORNER
- DB#/# = DEED BOOK/PAGE
- ORB#/# = OFFICIAL RECORDS BOOK/PAGE
- PB#/# = PLAT BOOK/PAGE
- PBH#/# = HILLSBOROUGH PLAT BOOK/PAGE
- R/W = RIGHT-OF-WAY
- N= = NORTHING(Y) COORDINATE
- E= = EASTING(X) COORDINATE

PREPARED FOR:  
City of Clearwater  
100 S. Myrtle Avenue  
Clearwater, FL 33756

**Sketch of Description**  
2.60ac Old City Hall Parcel  
SECTION 16, TOWNSHIP 29 S., RANGE 15 E.

BY	DATE	DESCRIPTION
GN	6/6/22	Deed Book Page

	INITIALS	DATE
CREW CHIEF	N/A	N/A
DRAWN	CPM	5/31/22
CHECKED	CPM	5/31/22
FIELD BOOK	N/A	
FIELD DATE	N/A	



**George F. Young, Inc.**  
299 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701  
PHONE (727) 822-4317 FAX (727) 822-2919  
BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM  
CIVIL & TRANSPORTATION ENGINEERING | ECOLOGY | GIS | LANDSCAPE ARCHITECTURE  
PLANNING | SURVEYING | SUBSURFACE UTILITY ENGINEERING  
GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA

JOB NO.  
20004101SS  
SHEET NO.  
2 OF 2

DESCRIPTION

A portion of Lot 3 of Edward Mills Subdivision, as shown on the plat recorded in Plat Book 9, page 36 of the Public Records of Pinellas County, Florida, AND a portion of Lots 1 & 5 of Rompon's & Baskin's Corrected Map of Causeway Business District, as shown on the plat recorded in Plat Book 57, page 1 of said Public Records of Pinellas County, said portions being more particularly described as follows:

Beginning at the Northeast corner of said Lot 3 of Edward Mills Subdivision; thence S 00° 06' 32" W along the East line of said Lot 3, a distance of 21.59 feet; thence N 76° 40' 00" W, a distance of 216.39 feet; thence N 00° 43' 12" E, a distance of 278.93 feet; thence S 89° 11' 37" E, a distance of 192.69 feet to the East line of said Lot 5 of Rompon's & Baskin's plat; thence S 00° 06' 32" West, a distance of 304.12 feet to the Southeasterly corner of Lot 1 of said Rompon's & Baskin's plat, said point also being a point on the North line of said Lot 3, Edward Mills Subdivision; thence S 88° 29' 57" E along the North line of said Lot 3, a distance of 15.00 feet to the Point of Beginning.


Containing 58,727 square feet, or 1.34818 acres, more or less.

NOTES

1. THIS IS A SKETCH TO ACCOMPANY A DESCRIPTION AS DEFINED IN CHAPTER 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE AND IS NOT A FIELD SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, AS ESTABLISHED BY THE NATIONAL OCEAN SERVICES' PROGRAM OFFICE NATIONAL GEODETIC SURVEY AND THE WEST LINE OF OSCEOLA STREET BEING SOUTH 00°06'32" WEST.
3. COORDINATES SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, WEST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT AS ESTABLISHED USING THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FLORIDA PERMANENT REFERENCE NETWORK OF BASE STATIONS. THE COORDINATES ARE DISPLAYED IN US SURVEY FEET.
4. THIS DESCRIPTION IS BASED ON THE DIMENSIONS PROVIDED IN A BOUNDARY SURVEY TITLED "THE CITY OF CLEARWATER'S TITLE IN COACHMAN PARK" AND OTHER CITY PROPERTIES, PREPARED BY MACSURVEY, INC., ITS PROJECT 2018-023, AND HAVING A SURVEY DATE OF 11/1/2019.
5. PROPOSED INFORMATION PER STANTEC BULLETIN 1 FILE 00C-DB01 DATED 11/12/2021.

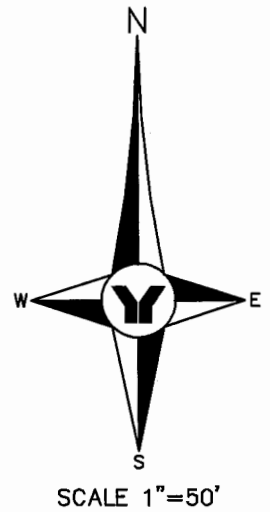
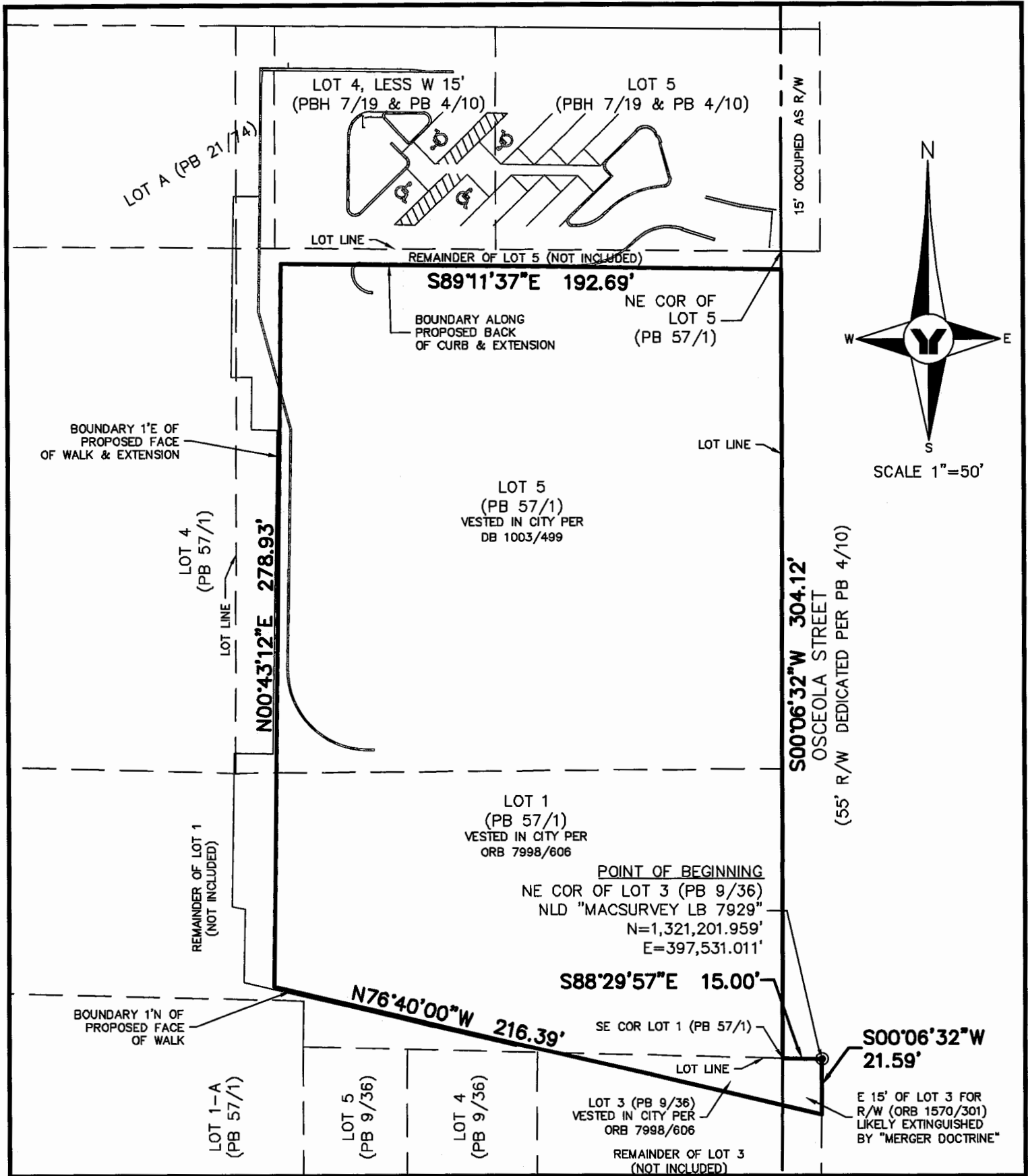
LEGEND

- ⊕ = CENTERLINE
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- PB#/# = PLAT BOOK/PAGE
- PBH#/# = HILLSBOROUGH PLAT BOOK/PAGE
- R/W = RIGHT-OF-WAY
- N= = NORTHING(Y) COORDINATE
- E= = EASTING(X) COORDINATE

PREPARED FOR: City of Clearwater 100 S. Myrtle Avenue Clearwater, FL 33756		<b>Sketch of Description</b> <b>1.35ac Commercial Parcel</b> SECTION 16, TOWNSHIP 29 S., RANGE 15 E.		REVISED GN	BY 6/6/22	DATE Adjust west line location	DESCRIPTION	
INITIALS CREW CHIEF DRAWN CHECKED FIELD BOOK FIELD DATE	N/A CPM CPM N/A N/A	DATE N/A 5/31/22 5/31/22 N/A N/A			<b>George F. Young, Inc.</b> 299 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701 PHONE (727) 822-4317 FAX (727) 822-2919 BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM CIVIL & TRANSPORTATION ENGINEERING   ECOLOGY   GIS   LANDSCAPE ARCHITECTURE PLANNING   SURVEYING   SUBSURFACE UTILITY ENGINEERING GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA			JOB NO. 20004101SS SHEET NO. 1 OF 2

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 LOGIN: Nipper, Greg  
 PLOTTED: 6/6/2022 5:22 PM





PREPARED FOR:  
 City of Clearwater  
 100 S. Myrtle Avenue  
 Clearwater, FL 33756

**Sketch of Description**  
**1.35ac Commercial Parcel**  
 SECTION 16, TOWNSHIP 29 S., RANGE 15 E.

BY	DATE	DESCRIPTION
GN	6/6/22	Adjust west line location

	INITIALS	DATE
CREW CHIEF	N/A	N/A
DRAWN	CPM	5/31/22
CHECKED	CPM	5/31/22
FIELD BOOK	N/A	
FIELD DATE	N/A	



**George F. Young, Inc.**  
 299 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701  
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JOB NO.  
 20004101SS  
 SHEET NO.  
 2 OF 2

# AERIAL VIEW

Exhibit "C" - Concept Plans



**THE BLUFFS**  
CLEARWATER, FLORIDA

ARTISTIC REPRESENTATION, FOR ILLUSTRATIVE PURPOSES ONLY.

**SITE AERIAL VIEW**

SCALE : nts

**BeharPeteranecz**  
ARCHITECTURE / INTERIORS

001

29 JUNE 2022

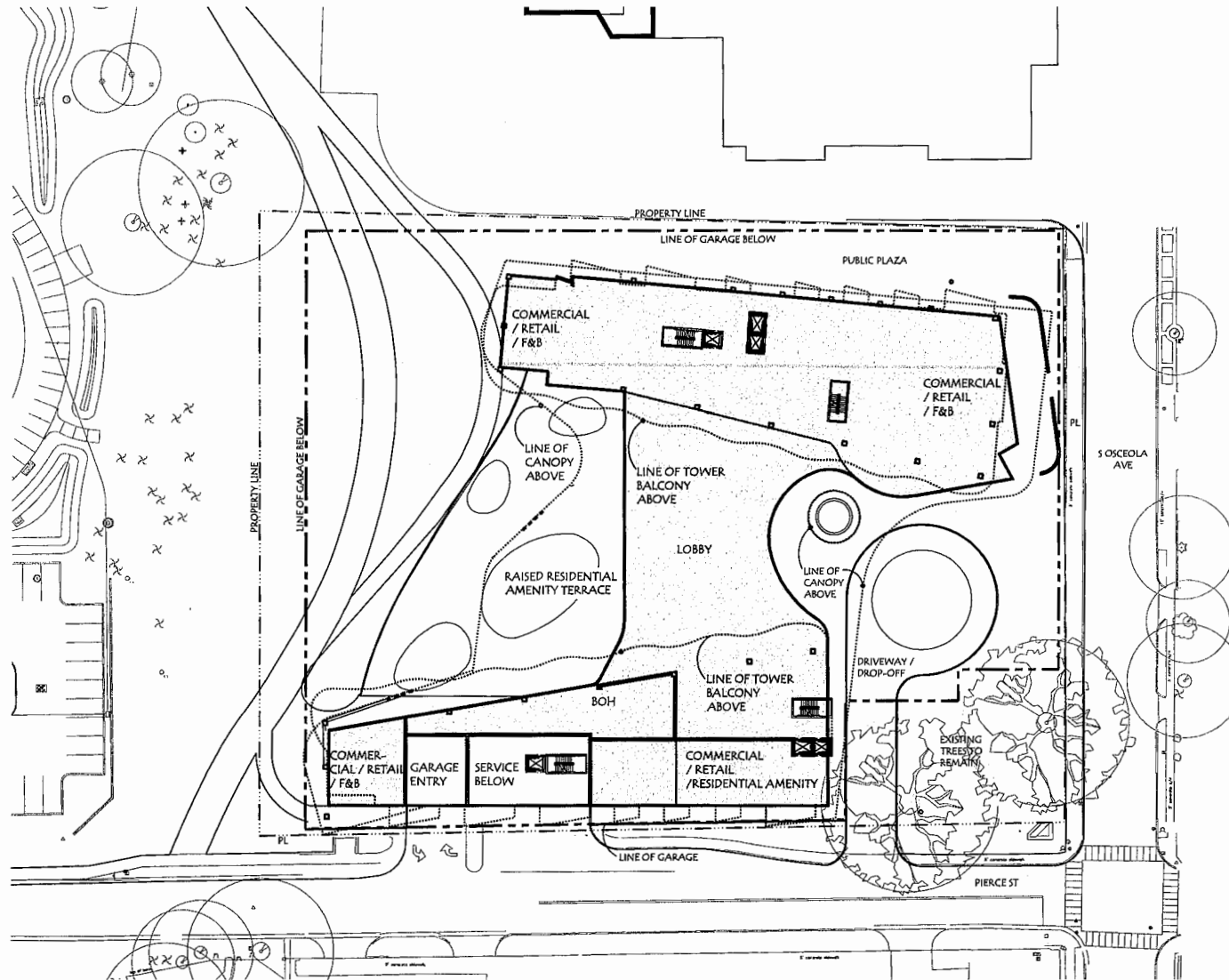
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# SITE PLAN



**THE BLUFFS**  
CLEARWATER, FLORIDA

ARTISTIC REPRESENTATION, FOR ILLUSTRATIVE PURPOSES ONLY.

SOUTHERLY DEVELOPMENT PARCEL

SCALE : nts

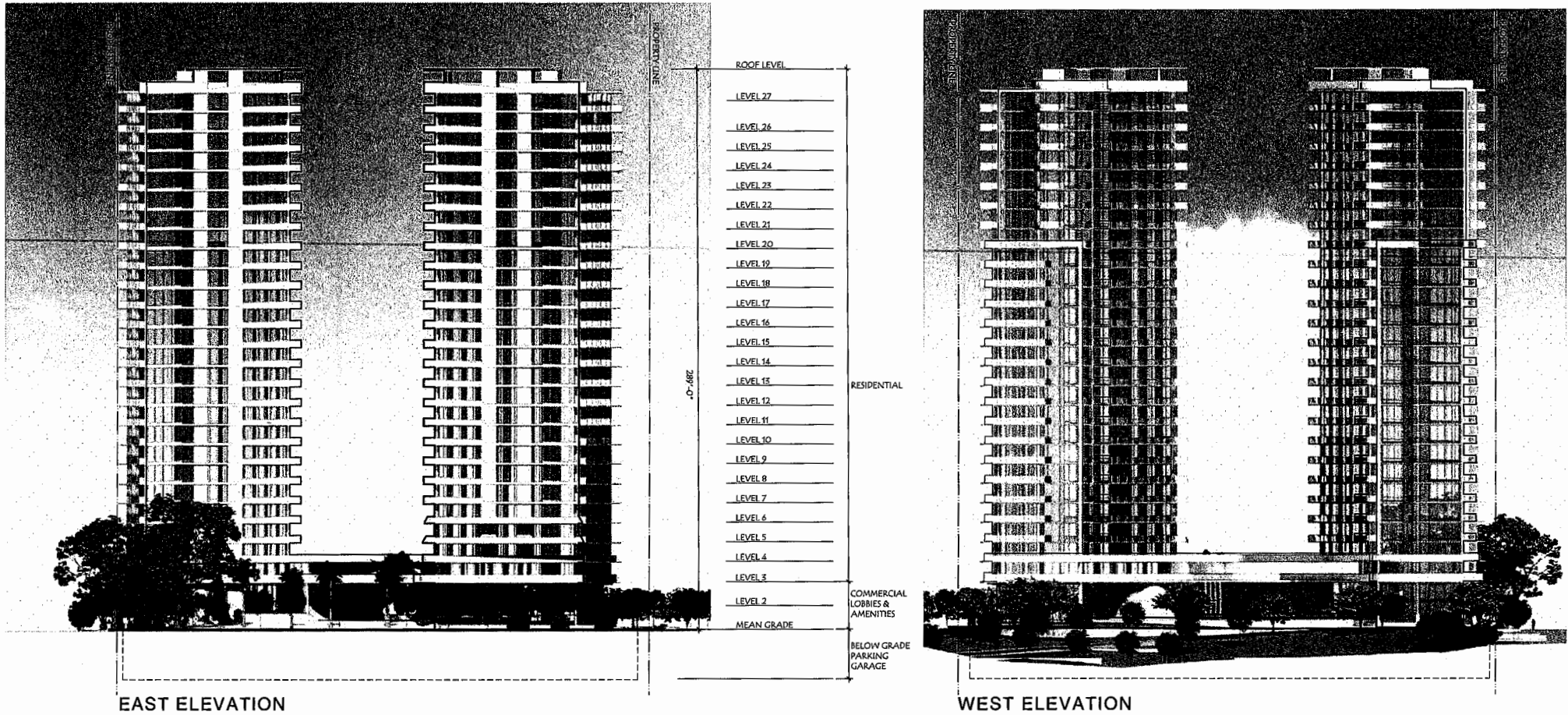
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# ELEVATIONS



MATERIAL LEGEND  
 PAINTED STUCCO FINISH  
 GLASS

**THE BLUFFS**  
 CLEARWATER, FLORIDA

ARTISTIC REPRESENTATION, FOR ILLUSTRATIVE PURPOSES ONLY.

SOUTHERLY DEVELOPMENT PARCEL

SCALE : nts

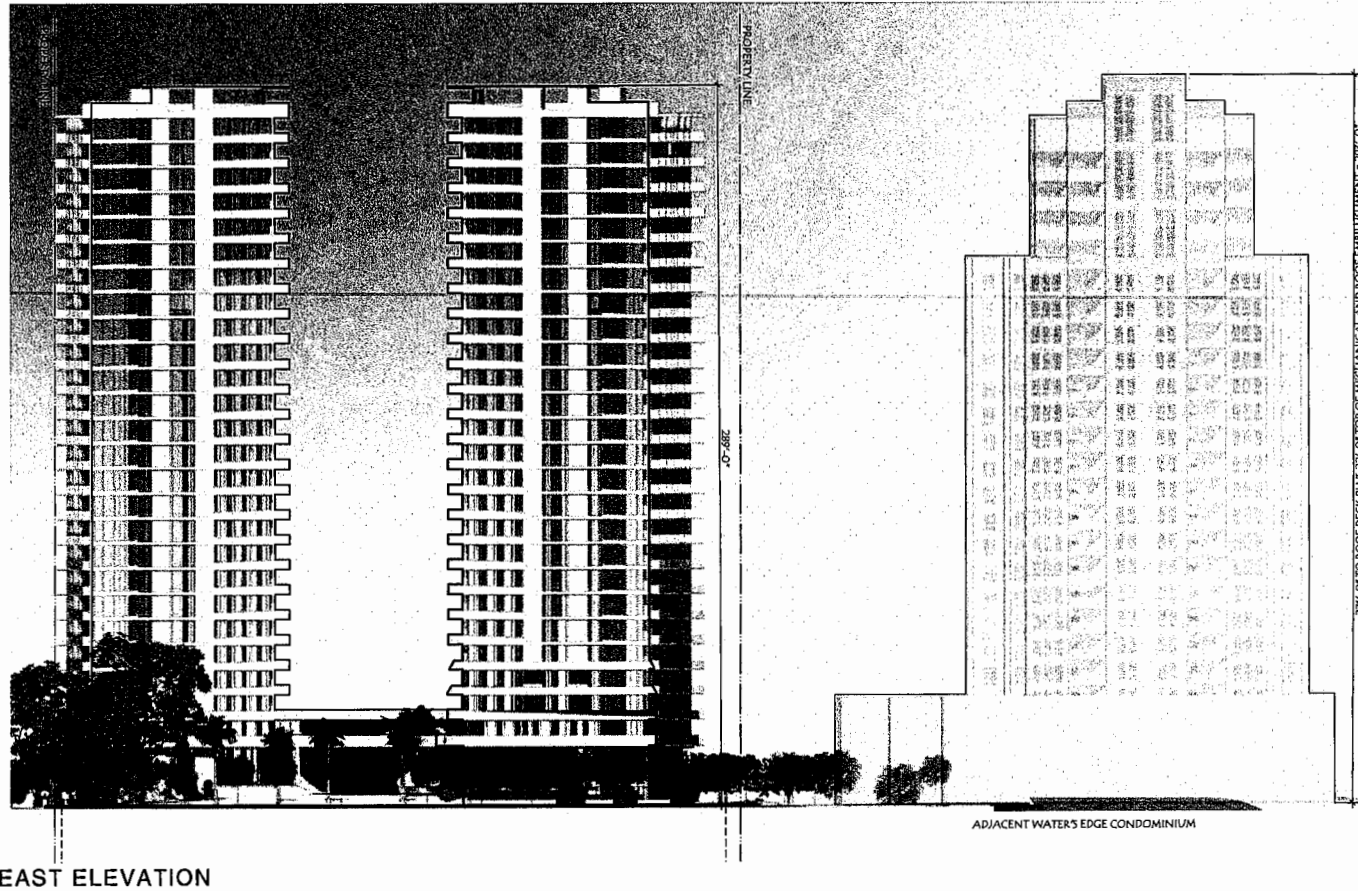
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# ELEVATIONS



**THE BLUFFS**  
CLEARWATER, FLORIDA

ARTISTIC REPRESENTATION, FOR ILLUSTRATIVE PURPOSES ONLY.

SOUTHERLY DEVELOPMENT PARCEL

SCALE : nts

**BeharPeteranecz**  
ARCHITECTURE / INTERIORS

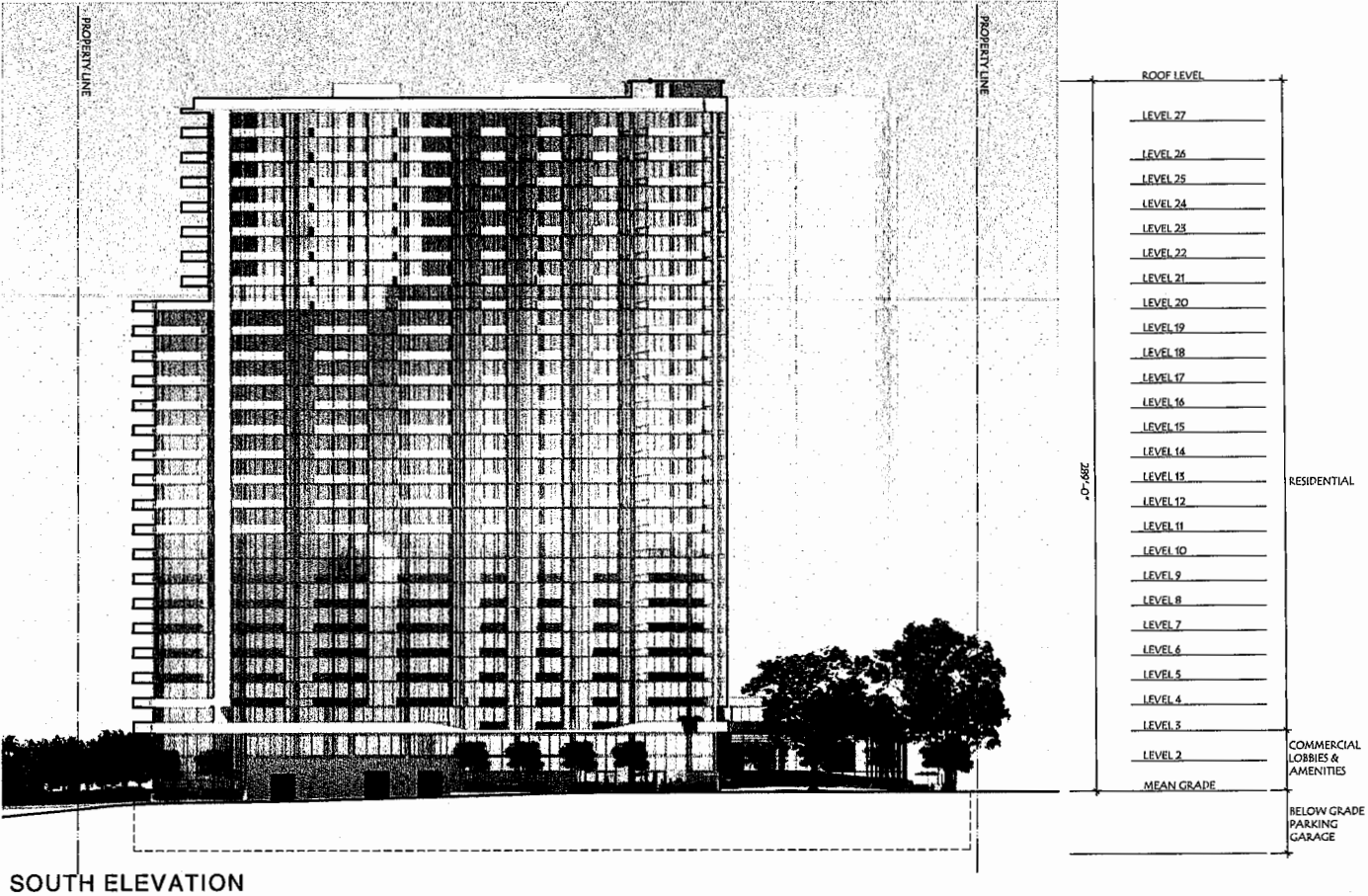
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# ELEVATIONS



MATERIAL LEGEND  
 [Stippled pattern] PAINTED STUCCO FINISH  
 [Grid pattern] GLASS

**THE BLUFFS**  
 CLEARWATER, FLORIDA

SOUTHERLY DEVELOPMENT PARCEL

SCALE : nts

**BeharPeteranecz**  
 ARCHITECTURE / INTERIORS

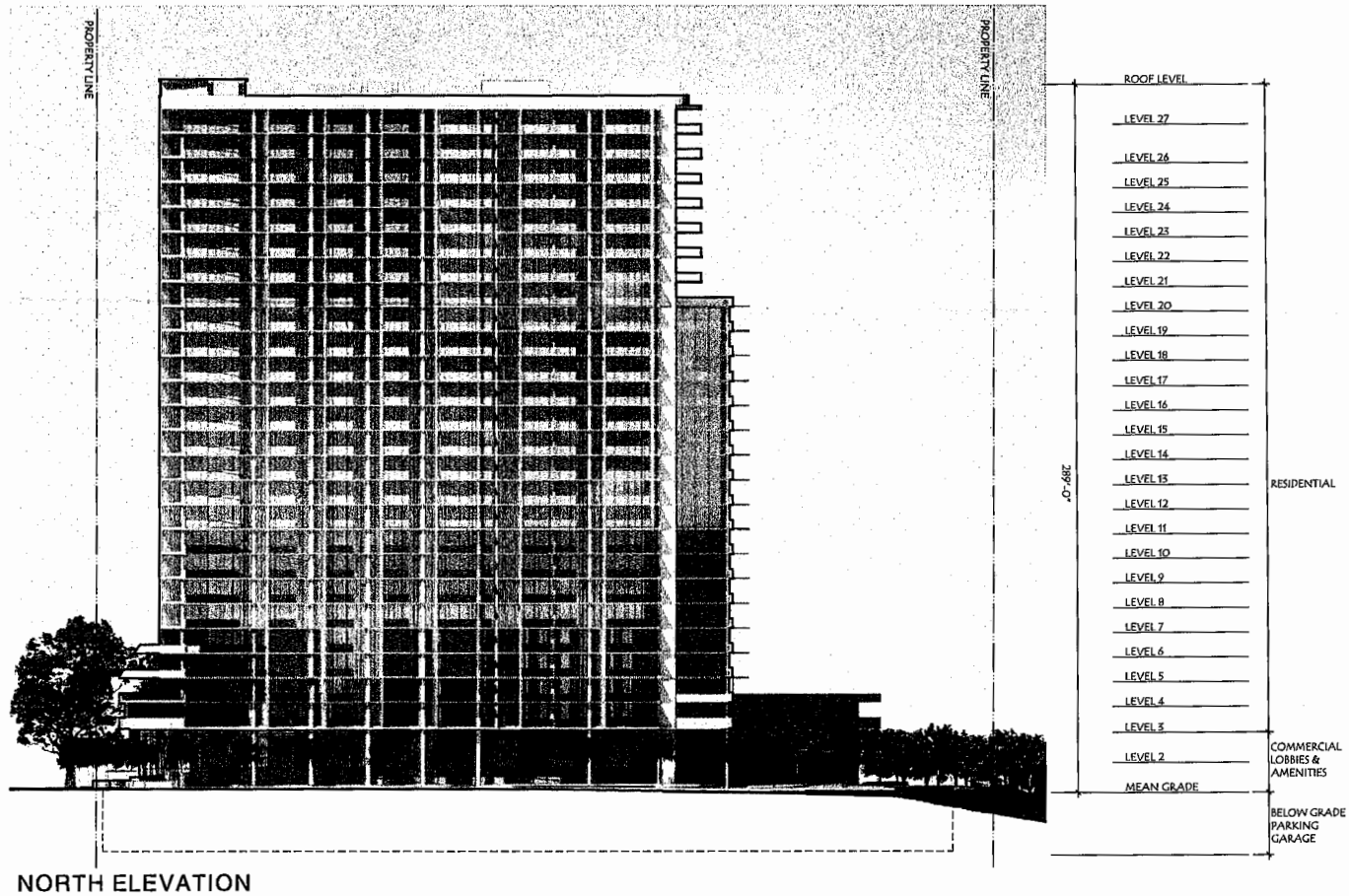
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# ELEVATIONS



MATERIAL LEGEND  
 PAINTED STUCCO FINISH  
 GLASS

**THE BLUFFS**  
 CLEARWATER, FLORIDA

ARTISTIC REPRESENTATION, FOR ILLUSTRATIVE PURPOSES ONLY.

SOUTHERLY DEVELOPMENT PARCEL

SCALE : nts

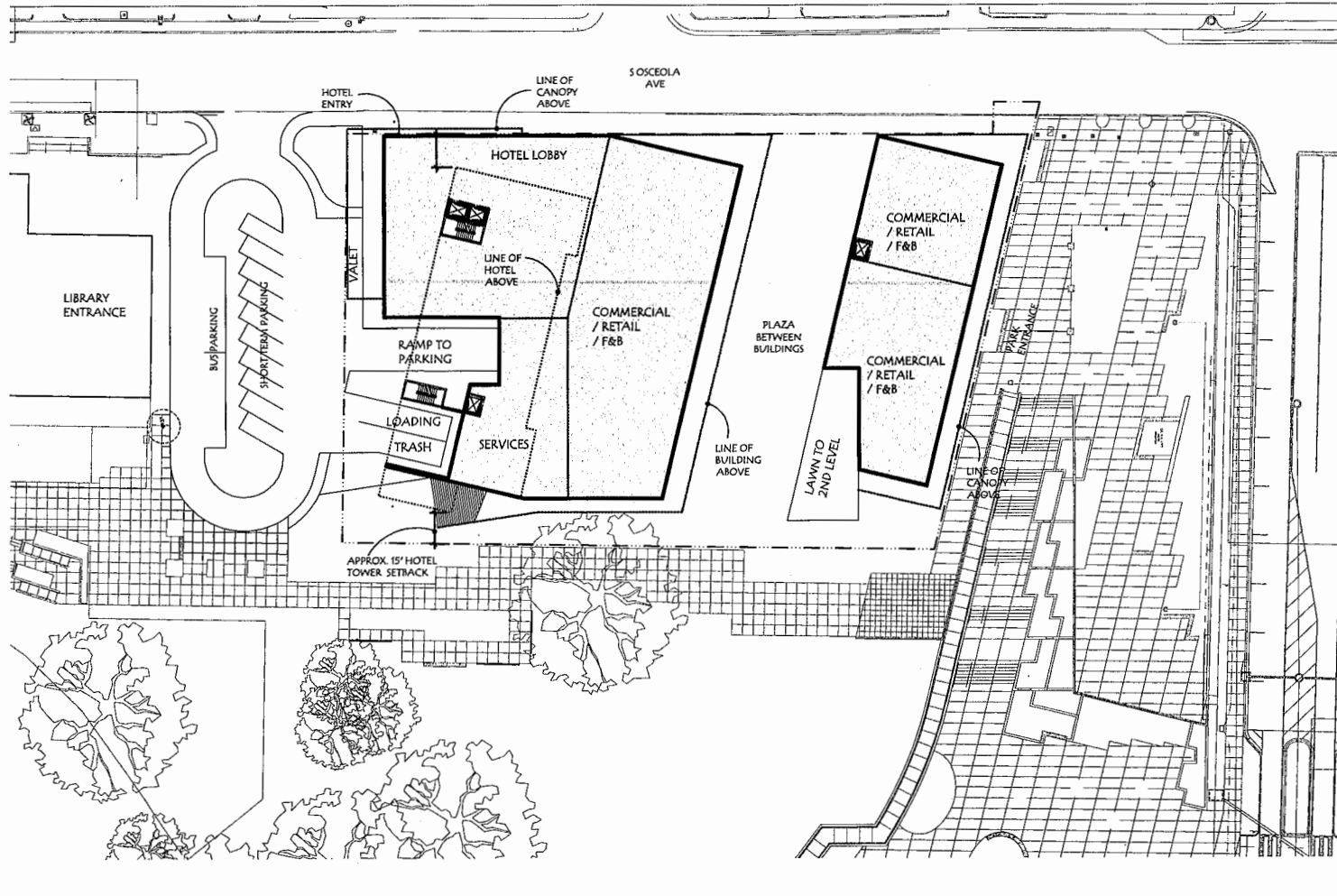
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# SITE PLAN



**THE BLUFFS**  
CLEARWATER, FLORIDA

ARTISTIC REPRESENTATION, FOR ILLUSTRATIVE PURPOSES ONLY.

NORTHERLY DEVELOPMENT PARCEL

SCALE : nts

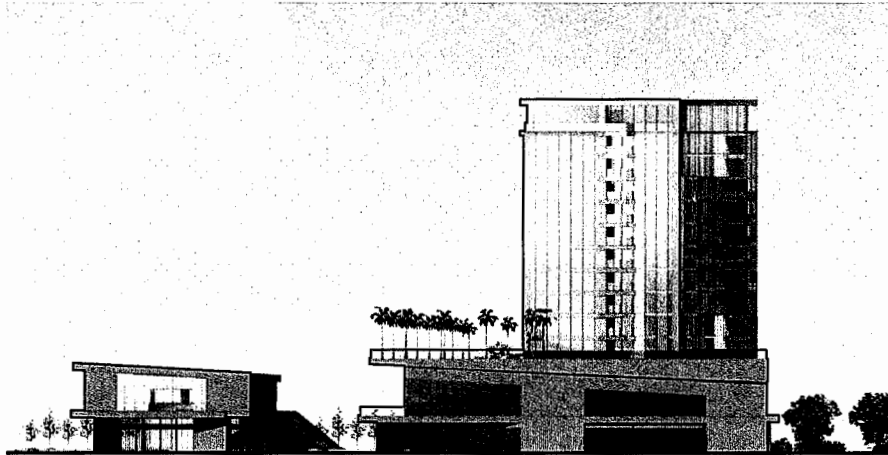
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ARCHITECTURE / INTERIORS

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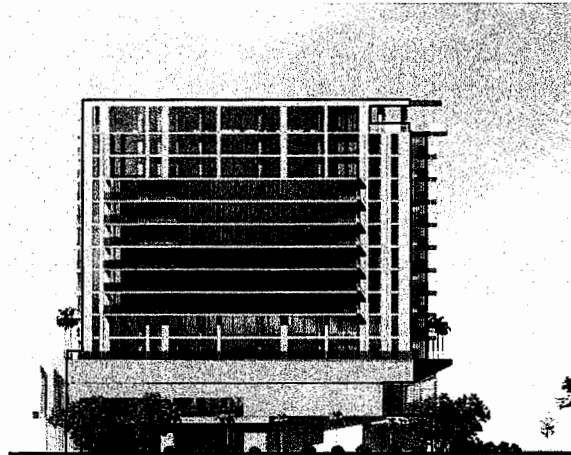
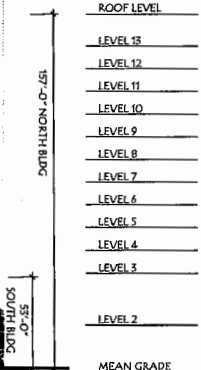
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# ELEVATIONS



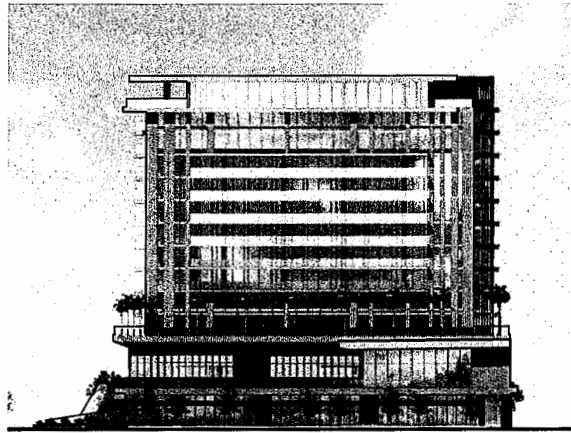
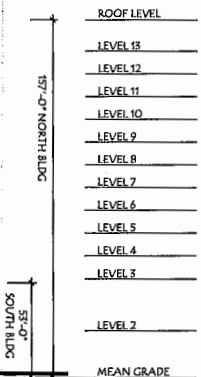
EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION

MATERIAL LEGEND

	PAINTED STUCCO FINISH
	ACCENT GREY COLOR
	WOOD TONE PANELS
	GLASS

**THE BLUFFS**  
CLEARWATER, FLORIDA

ARTISTIC REPRESENTATION, FOR ILLUSTRATIVE PURPOSES ONLY.

NORTHERLY DEVELOPMENT PARCEL

SCALE : nts

**BeharPeteranecz**  
ARCHITECTURE / INTERIORS

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29 JUNE 2022

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# CONCEPTUAL RENDERINGS



**THE BLUFFS**  
CLEARWATER, FLORIDA

ARTISTIC REPRESENTATION, FOR ILLUSTRATIVE PURPOSES ONLY.

**VIEW FROM PARK**  
SCALE : nts

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**BeharPeteranecz**  
ARCHITECTURE / INTERIORS

**009**  
29 JUNE 2022

(727) 800-5300 | ARCHITECTUREBP.COM | AA26001704 | B26001704

# VIEW FROM S OCEOLA AVE



**THE BLUFFS**  
CLEARWATER, FLORIDA

ARTISTIC REPRESENTATION, FOR ILLUSTRATIVE PURPOSES ONLY.

SOUTHERLY DEVELOPMENT PARCEL

SCALE : nts

**BeharPeteranecz**  
ARCHITECTURE / INTERIORS

0010

29 JUNE 2022

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# STREET VIEW FROM S OCEOLA AVE



**THE BLUFFS**  
CLEARWATER, FLORIDA

ARTISTIC REPRESENTATION, FOR ILLUSTRATIVE PURPOSES ONLY.

SOUTHERLY DEVELOPMENT PARCEL

SCALE : nts

**hp** BeharPeteranecz  
ARCHITECTURE / INTERIORS

0011

29 JUNE 2022

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# PUBLIC PLAZA FROM S OCEOLA AVE



**THE BLUFFS**  
CLEARWATER, FLORIDA

ARTISTIC REPRESENTATION, FOR ILLUSTRATIVE PURPOSES ONLY.

SOUTHERLY DEVELOPMENT PARCEL

SCALE : nts

**hp** BeharPeteranecz  
ARCHITECTURE / INTERIORS

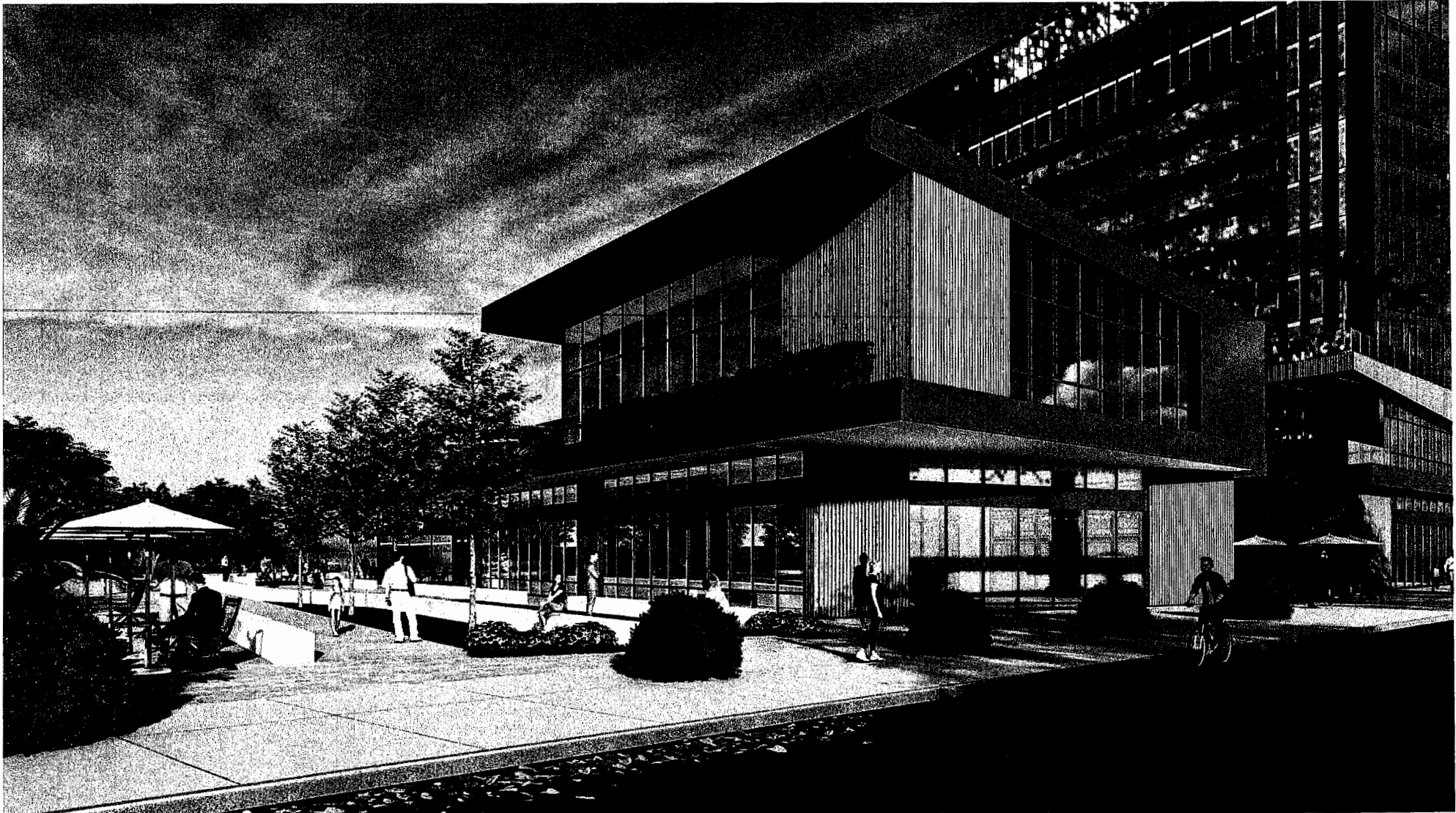
0012

29 JUNE 2022

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# VIEW FROM S OCEOLA AVE



## THE BLUFFS CLEARWATER, FLORIDA

ARTISTIC REPRESENTATION, FOR ILLUSTRATIVE PURPOSES ONLY.

NORTHERLY DEVELOPMENT PARCEL

SCALE : nts

**hp** BeharPeteranecz  
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0013

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# VIEW FROM PARK



**THE BLUFFS**  
CLEARWATER, FLORIDA

ARTISTIC REPRESENTATION, FOR ILLUSTRATIVE PURPOSES ONLY.

NORTHERLY DEVELOPMENT PARCEL

SCALE : nts

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# VIEW OF PLAZA



**THE BLUFFS**  
CLEARWATER, FLORIDA

ARTISTIC REPRESENTATION, FOR ILLUSTRATIVE PURPOSES ONLY.

NORTHERLY DEVELOPMENT PARCEL

SCALE : nts

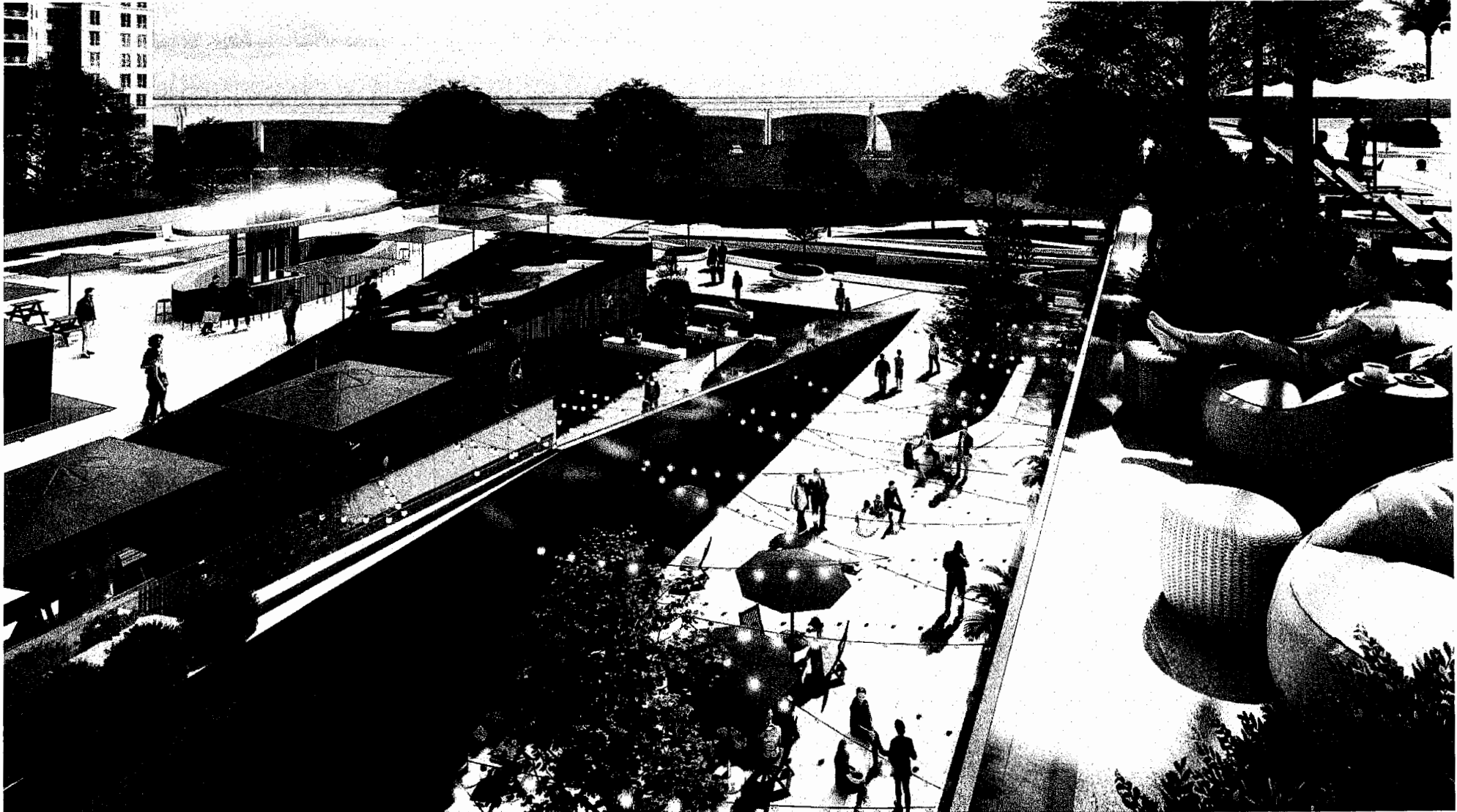
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# VIEW FROM HOTEL



**THE BLUFFS**  
CLEARWATER, FLORIDA

ARTISTIC REPRESENTATION, FOR ILLUSTRATIVE PURPOSES ONLY.

NORTHERLY DEVELOPMENT PARCEL

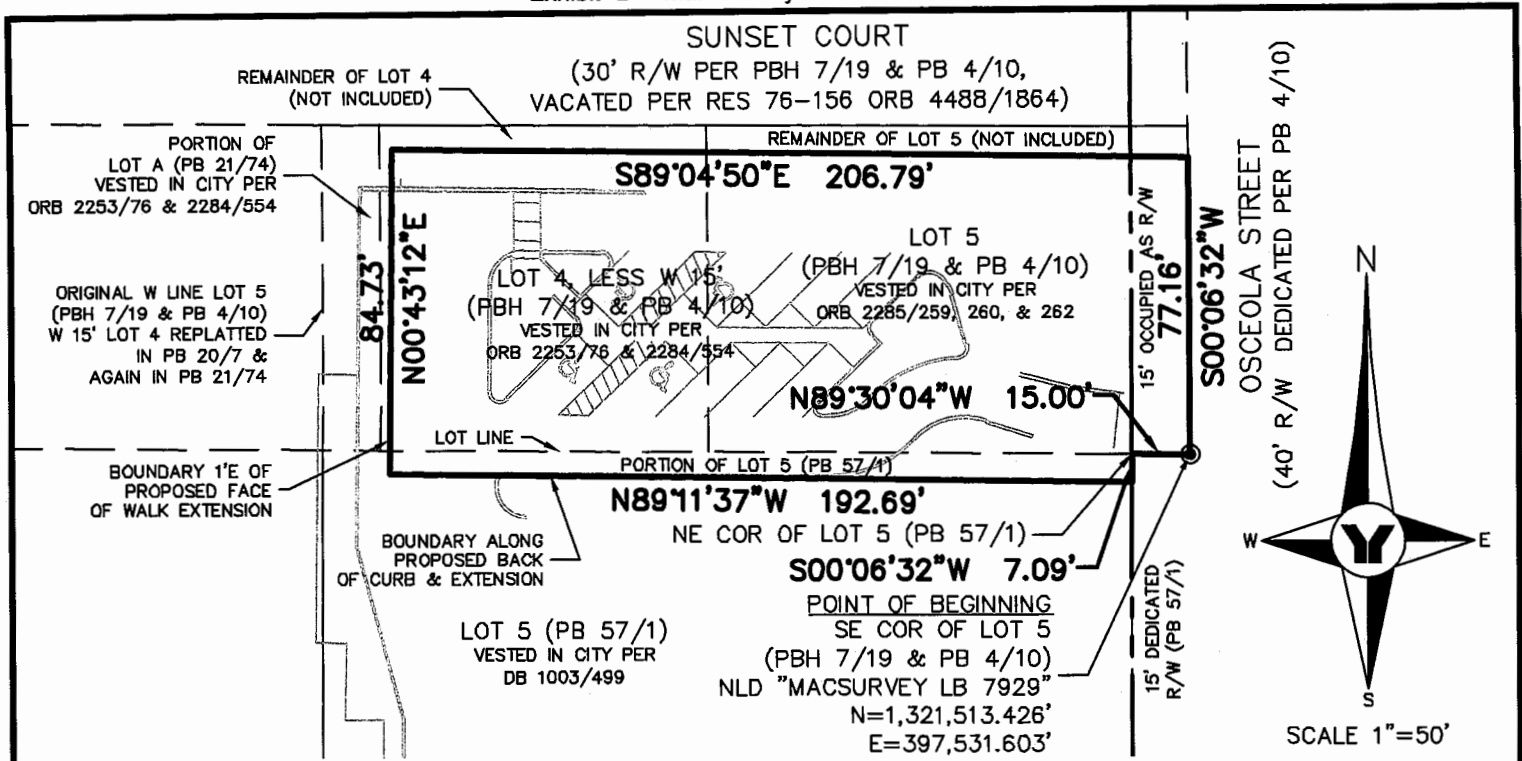
SCALE : nts

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**DESCRIPTION**

A portion of Lots 4 & 5 of Jeffords and Smoyer's First Addition to the Town of Clearwater, as shown on the plat recorded in Plat Book 7, page 19 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part; also according to the corrected plat thereof recorded in Plat Book 4, page 10 of the Public Records of Pinellas County, Florida; AND a portion of Lot A, Sunset Court, as shown on the plat recorded in Plat Book 21, page 74 of said Public Records of Pinellas County; AND a portion of Lot 5 of Rompon's & Baskin's Corrected Map of Causeway Business District, as shown on the plat recorded in Plat Book 57, page 1 of said Public Records of Pinellas County, said portions being more particularly described as follows:

Beginning at the Southeast corner of Lot 5 of said Jeffords and Smoyer's plats; thence N 89° 30' 04" W along the South line of said Lot 5, a distance of 15.00 feet to the Northeast corner of Lot 5 of said Rompon's & Baskin's plat; thence S 00° 06' 32" W along the East line of said Lot 5 of Rompon's & Baskin's plat, a distance of 7.09 feet; thence N 89° 11' 37" W, a distance of 192.69 feet; thence N 00° 43' 12" E, a distance of 84.73 feet; thence S 89° 04' 50" E, a distance of 206.79 feet to the East line of said Lot 5 of Jeffords and Smoyer's plat; thence S 00° 06' 32" W along the East line of said Lot 5 of Jeffords and Smoyer's plat, a distance of 77.16 feet to the Point of Beginning.

Containing 17,411 square feet, or 0.39970 acres, more or less.

**NOTES**

1. THIS IS A SKETCH TO ACCOMPANY A DESCRIPTION AS DEFINED IN CHAPTER 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE AND IS NOT A FIELD SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, AS ESTABLISHED BY THE NATIONAL OCEAN SERVICES' PROGRAM OFFICE NATIONAL GEODETIC SURVEY AND THE WEST LINE OF OSCEOLA STREET BEING SOUTH 00°06'32" WEST.
3. COORDINATES SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, WEST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT AS ESTABLISHED USING THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FLORIDA PERMANENT REFERENCE NETWORK OF BASE STATIONS. THE COORDINATES ARE DISPLAYED IN US SURVEY FEET.
4. THIS DESCRIPTION IS BASED ON THE DIMENSIONS PROVIDED IN A BOUNDARY SURVEY TITLED "THE CITY OF CLEARWATER'S TITLE IN COACHMAN PARK" AND OTHER CITY PROPERTIES, PREPARED BY MACSURVEY, INC., ITS PROJECT 2018-023, AND HAVING A SURVEY DATE OF 11/1/2019.
5. PROPOSED INFORMATION PER STANTEC BULLETIN 1 FILE 00C-DB01 DATED 11/12/2021.

**LEGEND**

- ⊕ = CENTERLINE
- COR = CORNER
- DB#/# = DEED BOOK/PAGE
- ORB#/# = OFFICIAL RECORDS BOOK/PAGE
- PB#/# = PLAT BOOK/PAGE
- PBH#/# = HILLSBOROUGH PLAT BOOK/PAGE
- R/W = RIGHT-OF-WAY
- N= = NORTHING(Y) COORDINATE
- E= = EASTING(X) COORDINATE

PREPARED FOR: City of Clearwater 100 S. Myrtle Avenue Clearwater, FL 33756		<b>Sketch of Description</b> <b>0.40ac Library Parking Lot Parcel</b> SECTION 16, TOWNSHIP 29 S., RANGE 15 E.		BY GN	DATE 6/6/22	DESCRIPTION Adjust West Line Location
CREW CHIEF DRAWN CHECKED FIELD BOOK FIELD DATE	INITIALS N/A CPM CPM N/A N/A	DATE N/A 5/31/22 5/31/22 N/A N/A	<b>George F. Young, Inc.</b> 299 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701 PHONE (727) 822-4317 FAX (727) 822-2919 BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM CIVIL & TRANSPORTATION ENGINEERING   ECOLOGY   GIS   LANDSCAPE ARCHITECTURE PLANNING   SURVEYING   SUBSURFACE UTILITY ENGINEERING GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA		JOB NO. 20004101SS SHEET NO. 1 OF 1	

