



**Staff Report to the St. Petersburg Community Planning & Preservation Commission**  
Prepared by the Planning & Development Services Department,  
Development Review Services Division

For Public Hearing and Recommendation to City Council on **November 8, 2021**, beginning at  
2:00 P.M., Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida

**Development Agreement:**  
**Gandy Harbor I, LLC, Gandy Harbor II, LLC, Gandy Harbor III, LLC**  
**First Amendment**

This is a private-initiated amendment to an existing Development Agreement requesting that the Community Planning and Preservation Commission (“CPPC”) in its capacity as the Local Planning Agency (LPA) make a finding of consistency with the Comprehensive Plan and recommend to City Council **APPROVAL** of the first amendment to the Development Agreement for the property generally located south of State Road 600 (Gandy Boulevard) and east of San Fernando Boulevard NE.

**APPLICANT INFORMATION**

**OWNERS:** GANDY HARBOR I, LLC, GANDY HARBOR II, LLC AND GANDY HARBOR III, LLC  
Attention: Deborah Roseman 2840 West Bay Drive, #123  
Belleair Bluffs, FL 33770-2620

**APPLICANT/AGENT:** Trenam Law Attention: C. Graham Carothers, Jr., Esq.  
200 Central Avenue, Suite 1600 St. Petersburg, Florida 33701  
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
Attention: S. Elise Batsel, Esq. 401 East Jackson Street, Suite 2100  
Tampa, Florida 33602

**CITY STAFF:** **Jennifer Bryla, Zoning Official**  
Development Review Services Division  
One 4<sup>th</sup> Street North  
St. Petersburg, Florida 33711  
Jennifer.Bryla@stpete.org  
(727) 892-5344

## SITE DESCRIPTION

Street Address:	Generally South of Gandy Blvd and East of San Fernando Blvd. NE 17-30-17-28602-005-0050, 17-30-17-28602-005-0271(CCS-1), 17- 30-17-28602-005-0270(CCS-1), 17-30-17-28602-005-0360 (CCS- 1), 17-30-17-28602-005-0420 (NPUD)
Parcel ID No.:	
Acreage:	Gandy Center 3.23 ac. Upland, Pirates Cove 4.81 ac. Upland, Riviera 25.95 ac. Upland
Zoning:	Corridor Commercial Suburban - 1 (CCS-1) and (NPUD-1) – Neighborhood Planned Unit Development
Future Land Use:	Residential Urban (RU) and Planned Redevelopment Mixed Use (PR- MU)
Countywide Plan Map:	Multimodal Corridor (MMC) and Residential Low Medium (RLM)
Existing Use:	Vacant
Surrounding Uses:	Commercial/Gandy Boulevard to the north; single family residential and unincorporated to the west; multi-family townhomes and Tampa Bay to the south, Tampa Bay to the east
Neighborhood Association:	Not located within a neighborhood association.

## Background

A Development Agreement (DA) was approved in 2009 for three parcels combined known as Gandy Center, Pirates Cove and Riviera, consisting of approximately 34 acres of upland, generally located South of Gandy Blvd and East of San Fernando Blvd. NE. The entire property is currently vacant, and the northern Gandy Center/Pirates Cove area was previously developed with 4300 sq. ft. of commercial retail, 833 sq. ft. of office/marina with 55 wet slips and 64 mobile home units. The southern portion known as the Riviera Property was previously developed with 256 mobile home units, 57 wet slips and a clubhouse. The northern portion of the site was re-zoned to Corridor Commercial Suburban – 1 (CCS-1), which allows for suburban commercial development as well as residential. The southern portion of the site was re-zoned to Neighborhood Planned Unit Development (NPUD) zoning district.

The original Development Agreement provided for 15 dwelling units per acre and 0.55 FAR for commercial/retail uses and allowed the grandfathered density to be redeveloped under the City's Redevelopment of Grandfathered Uses procedures. The northern CCS-1 portion of the project was approved to include a 120-unit apartment complex, a commercial marina with 45 wet slips, 72,000 square feet of retail space, and 21,000 square feet. of restaurant. The NPUD-1 portion to the south was approved for up to 256 residential units and 225 docks/wet slips through a Redevelopment site plan approval process.

## REQUEST

The applicant is requesting the first amendment to the 2009 Development Agreement. The northern section previously known as the Gandy Center and Pirates Cove parcels will continue to include an apartment complex with a maximum of 120 units. The 72,000 square feet of retail will be replaced

with a 37,800 square foot marina/boat storage building with 200 dry slips. The 21,000 square feet for three restaurants has been reduced to one restaurant, up to 8,000 square feet. The allowance of up to 45 wet slips has not been modified. A requirement has been included in the DA to assure that the project will be mixed use, requiring that the restaurant be finished prior to or concurrently with the first multi-family building on the Gandy Center Property/Pirates Cove Property.

The changes to the Riviera Property allow more flexibility in the type of residential uses, eliminating specific approval of single-family and townhouses. The maximum of 256 units requiring approval of a Redevelopment plan is consistent with the original approval.

The following table summarizes the proposed changes to the development program:

Unit Mix Table	Initial Agreement		Proposed First Amendment	
	Gandy Center/ Pirates Cove	Riviera	Gandy Center/ Pirates Cove	Riviera
Residential Units				256
Multi-family	120		120	
Townhouse		219		
Single-family		37		
Wet Slips	45	225	45	225
Dry Slips	0	0	200	0
Non-residential sq. ft.				
Retail	72,000			
Restaurant	21,000		8,000	
Marina			37,800	
<b>Total Non-Residential</b>	<b>93,000</b>		<b>45,800</b>	
<b>Total Units</b>	<b>120</b>	<b>256</b>	<b>120</b>	<b>256</b>
<b>Total Units combined</b>	<b>376</b>		<b>376</b>	

Other modifications to the Development Agreement include changes to the Developer Obligations. The transportation related improvements have been modified based on the updated Transportation Analysis, in consult with the City Transportation staff and FDOT, including the elimination of the requirement for a Friendship Trail connection. Other requirements such as building a PSTA Bus Stop pad and Shelter, provision of a public kayak/canoe launch and public waterfront boardwalk have not been modified.

The original DA expiration date was April 2029; the expiration for the amendment will be 15-years from its effective date (or 2036).

### **Comprehensive Plan Consistency**

The proposed first Amendment to the Development Agreement is consistent with the following policies set forth in the Comprehensive Plan:

- LU3.5            The tax base will be maintained and improved by encouraging the appropriate use of properties based on their locational characteristics and the goals, objectives and policies within this Comprehensive Plan.
  
- LU3.8            The City shall protect existing and future residential uses from incompatible uses, noise, traffic and other intrusions that detract from the long-term desirability of an area through appropriate land development regulations.
  
- LU3.15          The Land Use Plan shall provide housing opportunity for a variety of households of various age, sex, race and income by providing a diversity of zoning categories with a range of densities and lot requirements.

### **PUBLIC NOTICE and COMMENTS**

A sign was placed on the property and mail notices were sent to affected neighbors within 300 feet of the subject property on Oct. 25<sup>th</sup>, 2021. Staff has not received any comments regarding the amendment.

### **PUBLIC HEARING PROCESS**

The proposed ordinance associated with the amended Development Agreement requires one (1) public hearing with the Community Planning & Preservation Commission (CPPC) to be held on November 8<sup>th</sup>, 2021, and one (1) public hearing with City Council to be held on December 9<sup>th</sup> beginning at 5:01 PM.

### **SUMMARY**

City staff recommends approval of the first amendment to the Development Agreement.

Attachments:

1. Aerial Map
2. Proposed First Amendment with revised Concept Plan
3. Previously recorded Development Agreement

**ATTACHMENT NO. 1**  
**Aerial Map**



## **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "**First Amendment**") is made and entered into as of the Effective Date between GANDY HARBOR I, LLC, GANDY HARBOR II, LLC, GANDY HARBOR III, LLC, each a Florida limited liability company (collectively "**Developer**"), and CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation (the "**City**").

### **RECITALS**

**WHEREAS**, Developer and Developer's predecessor in interest entered into that certain Development Agreement dated as of April 27, 2009, and recorded on May 4, 2009 in Official Records Book 16573, Page 980, of the Public Records of Pinellas County, Florida; and

**WHEREAS**, the Pirates Cove Comp Plan Amendment and Rezoning contemplated in the Development Agreement were approved, but the Project has not been developed; and

**WHEREAS**, Developer and the City have agreed to amend and modify certain terms and provisions contained in the Development Agreement, as more particularly set forth below. Capitalized terms not defined herein shall have the meaning ascribed thereto in the Development Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.

2. **Effective Date and Duration**. Section 3 of the Development Agreement is hereby deleted in its entirety and replaced with the following:

**Effective Date and Duration**. This Development Agreement became effective upon its execution by Developer and the City and final approval of the Pirates Cove Comp Plan Amendment and Rezoning. The term of this Development Agreement shall be for fifteen (15) years from the Effective Date of the First Amendment to this Development Agreement. The term of this Development Agreement may be extended as provided by law.

### **Maximum Density and Intensity of Proposed Uses.**

3. **Project Site Plan**. **Exhibit B** of the Development Agreement is hereby deleted in its entirety and replaced with the **Exhibit B** titled Snug Harbor Concept Plan attached hereto and incorporated herein by reference.

4. **Permitted Development Uses and Building Intensities**. Section 4.B. of the Development Agreement is hereby deleted in its entirety and replaced with the following:

- A. Gandy Center Property/Pirates Cove Property. Allowed density and intensity for upland property includes 15 units per acre residential, 0.55 FAR non-residential uses, and if compliant with the Workforce Housing Plan, 0.2 FAR Intensity Bonus for workforce housing. The proposed project is a mixed use of commercial-restaurant-residential, restaurants and specialty retail, an apartment complex with a maximum of 120 units, and a commercial marina (including a maximum of 45 wet slips and 200 dry slips), which would provide slips for public access and rental. According to the Concept Plan and the Transportation Study provided by the applicants, the Gandy Center and Pirates Cove properties will be redeveloped with 8,000 sq. ft. of restaurant space; a maximum of 120 apartment units; and a 37,800 sq. ft. marina/boat storage with a maximum of 45 wet slips and 200 dry slips. A Certificate of Completion (CC) for the shell of the restaurant shall be obtained prior to or concurrently with the issuance of the Certificate of Occupancy (CO) for the first multi-family building on the Gandy Center Property/Pirates Cove Property. Nothing contained herein shall prevent the City from issuing no more than one Temporary Certificate of Occupancy (TCO) for not more than six (6) months for the first multi-family building.
- B. Riviera Property. Allowed density and intensity for upland property includes 7.5 units per acre residential, 0.30 FAR non-residential uses and six units per acre density bonus for workforce housing if compliant with the Workforce Housing Plan, or a maximum of 256 residential dwelling units, subject to approval of a Redevelopment Plan, together with a maximum of 225 wet slips which will be accessory to the residential uses on the Property. According to the Conceptual Plan and Transportation Study provided by the applicants, the Riviera property will be redeveloped with a maximum of 256 residential units and a maximum of 225 wet slips.

**Height of Proposed Uses.** Section 4.C. of the Development Agreement is hereby deleted and replaced with the following: For the purposes of this Development Agreement, height shall be as provided by the City of St. Petersburg City Code, including the City's LDRs, and all applicable laws and regulations of the State of Florida, including but not limited to the Florida Statutes, the Florida Building Code, and all applicable regulations of the Florida Department of Transportation. In accordance with the CCS-1 and the NPUD-1 zoning designations building height is limited to 48 feet, however, additional building height can be achieved pursuant to the Large Tract Planned Development Overlay regulations, set forth in Chapter 16 of the City Code.

5. **Deeds. Exhibit C** in Section 4.D. of the Development Agreement is hereby deleted in its entirety and replaced with the **Exhibit C** attached hereto and incorporated herein by reference.

6. **Transportation Analysis. Composite Exhibit D** of Section 5 of the Development Agreement is hereby deleted in its entirety and replaced with **Composite Exhibit D** attached hereto and incorporated herein by reference.

7. **Obligations of the Developer.** Section 6 of the Development Agreement is hereby deleted in its entirety and replaced with the following:

**Obligations of the Developer.** In order to secure approval of the Development Agreement and subject to receiving all necessary governmental approvals and permits, Developer agrees to the following: design, construct or maintain as applicable and as set forth below:

- A. Construct a PSTA Bus Stop pad and Shelter on Gandy Boulevard in a location approved by the Pinellas Suncoast Transit Authority and that meets the design requirements of the review and permitting agencies (PSTA/FDOT), prior to issuance of first C.O. for any building in the Gandy Center Property/Pirates Cove Property;
- B. Construct and maintain internal pedestrian walkway connections to connect the residential dwelling units to the commercial component of the Project consistent with Site Plan requirements;
- C. Construct and maintain a public pedestrian connection to the public marina facility and kayak launch, prior to issuance of first C.O. for any building in the Gandy Center Property/Pirates Cove Property;
- D. Construct and maintain a public waterfront boardwalk, which shall be a minimum of six (6) feet wide, installed along the eastern boundary of the Gandy Center Property and the Pirates Cove Property, prior to issuance of first C.O. for any building in the Gandy Center Property/Pirates Cove Property;
- E. Construct and maintain a kayak/canoe launch as generally depicted on the Snug Harbor Concept Plan, prior to issuance of first C.O. for any building in the Gandy Center Property/Pirates Cove Property;
- F. Construct those certain transportation improvements as may be required by FDOT , prior to the issuance of the first C.O. for any building including but not limited to the roadway modifications outlined herein:
  - a. Modify the Gandy Blvd and San Fernando Blvd median opening to a left-in/right-in/right-out and provide an eastbound right turn lane
  - b. Close the Gandy Blvd at Project Access A (CBS) median opening and provide an eastbound right turn lane
  - c. Modify the Gandy Blvd and RaceTrac median opening to a left-in/right-in/right-out and extend the eastbound left turn lane; and



- G. Maintain canal to provide clear access for wet slips for areas in which Developer owns the submerged land.

8. **Land Development Approvals/Permits Required.** Section 8 of the Development Agreement is hereby deleted in its entirety and replaced with the following:

**Land Development, Building and ROW Permits Required.** The local development permits required provide no guarantee that they will be approved by the governing body. The approvals required for the development of the Project on the Project Site include but may not be limited to:

- A. Special exception for the CCS-1 (Corridor Commercial Suburban) zoned portion of the Project Site to allow the residential component of such portion to exceed 40% of the total FAR for such portion;
- B. Large Tract Planned Development Overlay for additional height allowances;
- C. City site and construction approvals;
- D. Redevelopment plan for the NPUD-1 (Neighborhood Planned Unit Development) zoned portion of the Project Site to allow for construction of 256 residential dwelling units; and
- E. Plat or subdivision approvals, including infrastructure construction plan approval.

The Developer shall be entitled to construct the Project in phases, in accordance with a phasing plan. Open space shall be maintained for the Project as required by the City's Land Development Code; however, Developer shall be able to locate such open space areas throughout the Project Site and at locations to be determined and or amended by Developer during the site plan review process.

9. **Applicable City Ordinances and Codes.** Section 9 of the Development Agreement is hereby deleted in its entirety and replaced with the following:

**Applicable City Ordinances and Codes.** In accordance with §163.3233, Florida Statutes and with Section 16.05 of the City's Land Development Code, all codes, policies and ordinances of the City governing the development of the Project upon the date of execution of this First Amendment shall continue to govern the development of the Project for the duration of this First Amendment, including relevant provisions of the City's Comprehensive Plan.

10. **Notices.** Section 20.A. of the Development Agreement is hereby amended as it relates to notice addresses for the parties:

To the Developer(s):           Gandy Harbor I, LLC  
  Gandy Harbor II, LLC  
  Gandy Harbor III, LLC

Attention: Deborah Roseman  
2840 West Bay Drive  
Belleair Bluffs, Florida 33770

and Key International Management LLC  
848 Brickell Avenue, #1100  
Miami, Florida 33131

With a copy to: Trenam Law  
Attention: C. Graham Carothers, Jr., Esq.  
200 Central Avenue, Suite 1600  
St. Petersburg, Florida 33701

With a copy to: Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
Attention: S. Elise Batsel, Esq.  
401 East Jackson Street, Suite 2100  
Tampa, Florida 33602

To the City: City of St. Petersburg  
Planning and Development Services Division  
One 4th Street North  
St. Petersburg, FL 33701  
Attention: Jennifer Bryla, Manager

With a copy to: City of St. Petersburg  
City Attorney's Office  
One 4th Street North  
St. Petersburg, FL 33701  
Attention: Michael Dema, Managing Assistant City  
Attorney – Land Use & Environmental Matters

11. **Termination**. Paragraph 31.B. of the Development Agreement is hereby deleted in its entirety and replaced with the following:

The expiration of fifteen (15) years from the Effective Date of the First Amendment to this Development Agreement.

12. **Cancellation**. Section 37 of the Development Agreement is hereby deleted in its entirety.

13. **Recording and Effective Date**. Upon full execution by the parties and no later than fourteen (14) days after final approval of this First Amendment by City Council, the City shall record this First Amendment in the Public Records of Pinellas County, Florida, at the Developer's expense, and shall forward a copy of the recorded First Amendment to the Florida Department of Economic Opportunity. This First Amendment shall become effective upon recordation (the "**Effective Date**").

14. **Deadline for Execution.** The Developer shall execute this First Amendment prior to the date on which the City Council considers this First Amendment for final approval. The City shall execute this First Amendment no later than fourteen (14) days after final approval by City Council.

15. **Counterparts, Facsimile.** Facsimile or pdf copies of this First Amendment and signatures shall be binding as originals. This First Amendment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, with the same effect as if all parties hereto had signed the same signature page. Any signature page of this First Amendment may be detached from any counterpart of this First Amendment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this First Amendment identical in form hereto but having attached to it one or more additional signature pages.

16. **Conflict.** In the event of any direct conflict between the terms and provisions of this First Amendment and the terms and provisions of the Development Agreement, the terms and provisions of this First Amendment shall control. To the extent that there shall be no such direct conflict, the Development Agreement shall remain in full force and effect and the parties hereto hereby ratify same. Developer and City have jointly negotiated and drafted this First Amendment and it shall not be interpreted against either party as the drafter thereof. All rules of contract interpretation included in the Development Agreement are applicable to this First Amendment.

17. **Capitalized Terms.** All capitalized terms not defined herein shall have the meanings given to them in the Development Agreement.

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

This First Amendment has been executed by the Developer and the City as of the Effective Date.

Signed, sealed and delivered in the presence of: **DEVELOPER:**

**WITNESSES:**

**GANDY HARBOR I, LLC**, a Florida limited liability company

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

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

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

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

Title: \_\_\_\_\_

**GANDY HARBOR II, LLC**, a Florida limited liability company

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

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

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

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

Title: \_\_\_\_\_

**GANDY HARBOR III, LLC**, a Florida limited liability company

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

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

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

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

Title: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me by means of (check one)  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of GANDY HARBOR I, LLC, GANDY HARBOR II, LLC, and GANDY HARBOR III, LLC, each a Florida limited liability company, on behalf of said companies, who (check one):

is/are personally known to me, or

who has/have produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public - (Signature)

**ATTEST:**

**CITY:**

\_\_\_\_\_  
City Clerk

**CITY OF ST. PETERSBURG**, a Florida  
municipal corporation

Approved as to form and content by Office of  
the City Attorney

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

**STATE OF FLORIDA  
COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me by means of (check one) [X]  
physical presence or [ ] online notarization, this \_\_\_ day of \_\_\_\_\_, 2021, by  
\_\_\_\_\_, as City Attorney for the City of St. Petersburg, a Florida  
municipal corporation, on behalf of said corporation, who (check one):

is/are personally known to me, or

who has/have produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public - (Signature)

**EXHIBIT A**

Project Site Plan

[attached]

**EXHIBIT B**

Deeds

[attached]



**EXHIBIT C**

Traffic Analysis

[attached]

# SNUG HARBOR CONCEPT PLAN

TAMPA BAY  
"SNUG HARBOR BAYOU"

KAYAK LAUNCH

BOAT DOCKS

SEA WALL

PUBLIC BOARDWALK

CCS-1

- 120 RESIDENTIAL UNITS
- RETAIL / WATERFRONT RESTAURANT
- DRY BOAT STORAGE (37,800sf, MAX 200 DRY SLIPS)
- WET BOAT SLIPS (MAX 45 SLIPS)

NPUD-1

- 256 RESIDENTIAL UNITS
- WET BOAT SLIPS (MAX 225 SLIPS)

ACCESS

PROPOSED BUS STOP

ACCESS

ACCESS

PROPERTY LINE

SAN FERNANDO DRIVE

SNUG HARBOR ROAD

GANDY BOULEVARD

## SNUG HARBOR DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement" or "Development Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between PIRATES COVE OF TAMPA BAY, LLC, a Florida limited liability company ("Pirates Cove"), GANDY CENTER, LLC, a Florida limited liability company ("Gandy Center") and RIVIERA-PINELLAS, LLC, a Florida limited liability company ("Riviera") (collectively, hereinafter referred to as the "Developer"), and the CITY OF ST. PETERSBURG, FLORIDA (hereinafter, the "City").

PARTNERS  
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### RECITALS:

1. Gandy Center is the fee simple title owner of approximately 3.48 acres of land consisting of 3.23 upland acres located within the jurisdictional boundaries of the City. The legal description of the Gandy Center Property is attached hereto and incorporated herein as Exhibit A-1 (the "Gandy Center Property"); and
2. Pirates Cove is the fee simple title owner of approximately 5.68 acres of land consisting of 4.81 upland acres, located within the jurisdictional boundaries of the City. The legal description of the Pirates Cove Property is attached hereto and incorporated herein as Exhibit A-2 (the "Pirates Cove Property"); and
3. Riviera is the fee simple title owner of approximately 29.76 acres of land consisting of 25.95 upland acres, located within the jurisdictional boundaries of the City. The legal description of the Riviera Property is attached hereto and incorporated herein as Exhibit A-3 (the "Riviera Property"); and
4. Riviera filed a rezoning application with the City on July 6, 2007 (the "Riviera Rezoning") requesting that the Riviera Property be rezoned from NMH (Neighborhood Mobile Home) to NPUD-1 (Neighborhood Planned Unit Development). The City's Future Land Use Plan Category for the Riviera Property is RU (Residential Urban); and
5. The City Council held the first public hearing on the Riviera Rezoning on December 6, 2007 and the second public hearing on the Riviera Rezoning on December 20, 2007, at which time the City Council approved the Riviera Rezoning; and
6. Developer desires to develop 2.49 acres of the Gandy Center Property as permitted in the City's CCS-1 (Corridor Commercial Suburban) zoning district with a PR-MU (Planned Redevelopment-Mixed Use) City Future Land Use Plan Category; and
7. Developer desires to develop a portion of the Gandy Center Property consisting of 0.74 upland acres, as permitted in the City's CCS-1 (Corridor Commercial Suburban) zoning district, subject to the limitations set forth in this Development Agreement, with a PR-MU (Planned Redevelopment-Mixed Use) City Future Land Use Plan Category; and
8. Developer desires to develop 4.81 acres of the Pirates Cove Property as permitted in the City's CCS-1 (Corridor Commercial Suburban) zoning district, subject to the limitations set forth in this Development Agreement, with a PR-MU (Planned Redevelopment-Mixed Use) City Future Land Use Plan Category; and
9. Gandy Center and Pirates Cove filed a petition for a Rezoning and Comprehensive Plan Amendment with the City on April 30, 2007, requesting that the Pirates Cove Property (4.81 acres) and a portion of the Gandy Center Property (0.74 acres) be rezoned from NPUD-1 (Neighborhood Planned Unit Development) to CCS-1 (Corridor Commercial Suburban) and a City Future Land Use Plan Category change for a total acreage of 5.55 from RU (Residential Urban) to PR-MU (Planned Redevelopment-Mixed Use) (together, the "Pirates Cove Comp Plan Amendment and Rezoning"); and
10. The City held the first public hearing on the Pirates Cove Comp Plan Amendment and Rezoning on January 10, 2008 and the second public hearing on January 24, 2008, at which time the City Council adopted the Pirates Cove Comp Plan Amendment and approved the companion rezoning; and

11. The Pinellas County Planning Council ("PPC") held a public hearing on February 20, 2008, whereby the PPC recommended approval to the Countywide Planning Authority ("CPA") and the Pinellas County Board of County Commissioners sitting as the CPA public hearing was held on March 11, 2008, whereby the CPA approved the Comprehensive Plan Amendment; and
12. Developer and the City desire to establish certain terms and conditions relating to the proposed development of the Riviera Property, the Pirates Cove Property and the Gandy Center Property in accordance with Sections 163.3220-163.3243, Florida Statutes, the Florida Local Government Development Act (hereinafter the "Act"); and
13. Florida law requires that public facilities and services needed to support new development shall be available "concurrent" with the impact of such new development and also provides particular concurrency requirements for roads, water and sewer, parks, and stormwater management as well as schools [§163.3180, Florida Statutes]; and
14. In accordance with Florida law and Sections 16.03.050 and 16.03.060 of the City's Land Development Code, the City shall determine during the site plan review process, after reviewing all of the potential impacts of the proposed residential development of the Pirates Cove Property, the Gandy Center Property and the Riviera Property on public facilities, that a Certificate of Concurrency may be issued for the Project; and
15. In accordance with Section 163.3220, Florida Statutes, et. seq. and Section 16.05 of the City's Land Development Code, the City is authorized to enter into a Development Agreement; and
16. The first public hearing on this Development Agreement was held by the Planning & Visioning Commission on December 11, 2007; and
17. The first reading on this Development Agreement was held by the City Council on January 10, 2008; and
18. The second reading and public hearing on this Development Agreement was held by the City Council on January 24, 2008, at which time the City Council approved this Development Agreement; and
19. The Developer desires to develop the Riviera Property, the Gandy Center Property and the Pirates Cove Property in accordance with the above mentioned approvals, as well as the conditions and limitations set forth in this Development Agreement.

#### DEFINITIONS

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

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

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

**"Building Permit"** means, for all or any part of the Project to be constructed on the Project Site, any permit issued by a Governmental Authority authorizing, allowing and permitting the commencement, prosecution and completion of construction to the extent provided in said permit.

**"City"** means the City of St. Petersburg, Florida, a Florida municipal corporation, and any successors or assigns thereto.

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

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

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

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

**"Developer"** means Pirates Cove of Tampa Bay, LLC, Gandy Center, LLC, and Riviera-Pinellas, LLC, and their successors and assigns thereof.

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

**"Expiration Date"** means the date on which this Agreement expires, as provided by this Agreement.

**"Florida Statutes"** means all references herein to "Florida Statutes" are to Florida Statutes (2007), as amended from time to time.

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

**"Impact Fees"** means those fees and charges levied and imposed by the City, the County and any other Governmental Authority on the Project.

**"Project"** means the proposed mixed-use development to be located on the Project Site as contemplated by this Agreement.

**"Project Site"** means the Pirates Cove Property, the Gandy Center Property and the Riviera Property, as more particularly described and depicted on Exhibits A-1, A-2 and A-3, and as shown on the Project Site Plan.

**"Project Site Plan"** means the "Snug Harbor Conceptual Site Plan", attached hereto and incorporated herein as Exhibit B.

**"Properties"** mean the Gandy Center Property, the Pirates Cove Property and the Riviera Property.

**"Termination Date"** means the date on which this Agreement is terminated by either party hereto.

### **AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein and other good and valuable considerations, the receipt and sufficiency are hereby acknowledged, the parties hereby agrees follows:

1. **Recitals:** The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **Intent.** It is the intent of Developer and the City that this Agreement shall be adopted in conformity with the Act and that this Agreement should be construed and implemented so as to effectuate the purposes and intent of the Act. This Agreement shall not be executed by or binding upon any party until adopted in conformity with the Act.

3. Effective Date and Duration. This Agreement shall become effective upon its execution by Developer and the City and final approval of the Pirates Cove Comp Plan Amendment and Rezoning. The initial term of this Agreement shall be for twenty (20) years from the date of execution. Developer agrees that this Agreement may be extended by the City at the end of the initial term for an additional twenty (20) year renewal term, subject to public hearings in accordance with Section 163.3225, Florida Statutes.

4. Permitted Development Uses and Building Intensities.

A. Existing Uses:

1. Gandy Center Property/Pirates Cove Property: 4300 sq. ft. of commercial retail, 833 sq. ft. of office/marina with 55 wet slips, and 64 mobile home units existed on the site.
2. Riviera Property: 256 mobile home units existed on the site, together with 57 wet slips and clubhouse.

B. Maximum Density and Intensity of Proposed Uses:

1. Gandy Center Property/Pirates Cove Property: Allowed density and intensity for upland property includes 15 units per acre residential, 0.55 FAR commercial/retail uses, and if compliant with the Workforce Housing Plan, 0.2 FAR Intensity Bonus for workforce housing. The proposed project is a mixed use of commercial-retail-residential, which may include but shall not be limited to restaurants and specialty retail, 120 unit apartment complex, and a commercial marina (including 45 wet slips), which would provide a percentage of slips for public access and rental. According to the Conceptual Plan and the Transportation Study provided by the applicants, the Gandy Center and Pirates Cove properties will be redeveloped with 72,000 sq. ft. of retail space; 21,000 sq. ft. of restaurant space (e.g., three 7,000 sq. ft. restaurants); 120 apartment units; and a marina with 45 docks/wet slips.
2. Riviera Property: Allowed density and intensity for upland property includes 7.5 units per acre residential, 0.30 FAR non-residential uses and six units per acre density bonus for workforce housing if compliant with the Workforce Housing Plan, or 256 residential dwelling units if a Redevelopment Plan is approved, together with 225 wet slips. According to the Conceptual Plan and the Transportation Study provided by the applicants, the Riviera property will be redeveloped with 219 townhomes, 37 single family homes, and 225 docks/wet slips.

C. Height of Proposed Uses: For the purposes of this Development Agreement, height shall be as provided by the City's Land Development Code.

D. Ownership of Land Subject to Development Agreement: A true and correct copy of the conveyance deeds for the Pirates Cove Property, the Gandy Center Property and the Riviera Property are attached hereto and incorporated herein as Exhibit C.

5. Description of New and Existing Public Facilities and Services that will Service Development: The following existing and needed public facilities are identified as serving the Project.

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

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

C. Stormwater Management: Stormwater management level of service is project-dependant rather than based on the provision and use of public facilities and is not directly provided by the City. With the design and construction of the proposed stormwater facilities on the Project Site in compliance with the requirements of the Southwest Florida Water Management District, the Project will meet concurrency requirements for stormwater and will not result in degradation of the level of service below City's adopted level of service.

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

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

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

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

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

I. Transportation/Mass Transit: The Project Site is served by the following public roads. These public roads and mass transit facilities have been determined to meet the adopted level of service both before and after the traffic impacts of the Project are considered.

- Gandy Boulevard
- San Martin Boulevard

The traffic analysis for the Riviera Property, the Gandy Center Property and the Pirates Cove Property are attached hereto and incorporated herein as Composite Exhibit D.

6. Obligations of the Developer. In order to secure approval of the Development Agreement and subject to receiving all necessary governmental approvals and permits, Developer agrees to design and construct the following:

1. Eastbound deceleration/turn-lane off Gandy Blvd. into the Project entrance, as more fully depicted on the Site Plan.
2. Westbound deceleration/turn-lane on Gandy Blvd. to access the Project entrance, as more fully depicted on the Site Plan.
3. PSTA Bus Shelter/Bus Bay on Gandy Blvd., as more fully depicted on the Site Plan.
4. Friendship Trail connection, as more fully depicted on the Site Plan.
5. Signalization at either the Project entrance on Gandy Blvd., or at San Fernando Road/Gandy Blvd. intersection subject to FDOT permitting and warrants within one (1) year of full build-out of the project. In the event that FDOT determines a signal is not warranted, then this obligation shall be of no further force and effect.

6. Internal pedestrian walkway connections to connect the residential dwelling units to the commercial component of the Project, as more fully depicted on the Site Plan.
7. Public pedestrian connection to the public marina facility and kayak launch, as more fully depicted on the Site Plan.
8. Public waterfront boardwalk, which shall be a minimum of six (6) feet wide, installed along the eastern boundary of the Gandy Center Property and the Pirates Cove Property, as more fully depicted on the Site Plan.
9. Canal maintenance.
10. Redevelopment Plan for the Riviera Property, pursuant to City Code, Section 16.70.040.1.15., if the Redevelopment Plan is utilized.
11. Kayak/canoe launch as depicted on the site plan.
12. Such other obligations as the City may reasonably impose as part of the site plan review and approval process.

7. Obligations of the City. The City agrees to the following conditions or actions to implement this Development Agreement:

A. Commencing with the approval of the site plan by the Development Review Commission (DRC), the City shall deem the Project as approved by the DRC to be vested in accordance with the terms hereof for five (5) years, and any extensions thereto, in accordance with Section 16.70.010.9 of the City Code, for potable water, sanitary sewer, recreation/open space, libraries, stormwater management, law enforcement, fire protection/emergency medical services, public schools, solid waste/recycling and transportation/mass transit public facilities.

B. The City acknowledges that Developer is entitled to transportation impact fee credits for the previous uses at the Project.

C. Developer shall be entitled to design, permit, construct, and maintain all internal roads to the Project as private roads, including the installation of gates and other traffic calming devices deemed necessary by Developer, in its sole discretion, to enhance the safety and operation of the Project. Notwithstanding the foregoing, the parties acknowledge that the aforementioned traffic calming devices shall be subject to design review by the City through the City's site plan review process to ensure public safety. Developer shall ensure such roads are designed to City standards for "public" roads. Otherwise, the City will not accept said roads as "public" roads.

D. Developer shall maintain the total open space area for the Project as required by the City's Land Development Code, however, Developer shall be able to locate such open space areas throughout the Project Site and at locations to be determined by Developer during the site plan review process.

E. Notwithstanding anything in this Agreement to the contrary, Developer shall be entitled to Impact Fee credits for any qualified Project improvements identified in Section 6 above and for other dedications, conveyances or other matters as provided by the City's Land Development Code, the Pinellas County Transportation Impact Fee (TIF) Ordinance and Florida law.

F. Developer shall be entitled to construct the Project in phases, in accordance with a phasing plan to be approved by the City.

8. Land Development Approvals/Permits Required: The local development permits that have been approved or may be needed to be approved for the development of the Project on the Project Site include:

- A. Future Land Use amendment approval for the Pirates Cove Property and a portion of the Gandy Center Property;
- B. Rezoning approval for the Properties;
- C. City site and construction plan approvals;
- D. Plat or subdivision approvals, including infrastructure construction plan approval;
- E. City ROW use permit;
- F. City building permits;



- G. Water, sewer, paving and drainage permit;
- H. Certificates of Occupancy;
- I. Wet slip Permitting;
- J. Redevelopment Plan for the Riviera Property; and
- K. Such other City, County, State or Federal permits as may be required by law.

9. Applicable City Ordinances and Codes: In accordance with §163.3233, Florida Statutes and with Section 16.05 of the City's Land Development Code, all codes, policies and ordinances of City governing the development of the Project upon the date of execution of this Development Agreement shall continue to govern the development of the Project for the duration of this Development Agreement, including relevant provisions of the City's Comprehensive Plan.

10. Concurrency and Comprehensive Plan Findings: The City has determined that the concurrency requirements of Sections 16.03.050 and 16.03-060 of the City's Land Development Code and the City's Comprehensive Plan will be met for the Project. The City has found that the Project and this Development Agreement are consistent with and further the goals, objectives, policies and action strategies of the City's Comprehensive Plan and with the City's Land Development Code.

11. Subsequent Laws: Except in the case of termination, the Riviera Property, the Pirates Cove Property, and the Gandy Center Property shall be subject to the Land Development Regulations in effect on the effective date of this Agreement unless the City Council holds a hearing pursuant to Section 163.3241, Florida Statutes and finds:

A. They are not in conflict with the laws and policies governing this Agreement and do not prevent development of the land uses, intensities, or densities as set forth in this Development Agreement;

B. Substantial changes have occurred in pertinent conditions existing at the time of approval of this Development Agreement;

C. They are essential to the public health, safety or welfare and expressly state that they shall apply to the development that is subject to a development agreement;

D. They are specifically anticipated and provided for in this Development Agreement; or

E. The local government demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Development Agreement which adversely impact the public health, safety, and welfare.

12. Effect of Development Agreement: The failure of this 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.

13. Developer's Information: The City acknowledges that it has had an adequate opportunity to independently review and analyze the terms of this Agreement and the information supplied with it, that it has reviewed and analyzed all information supplied by the Developer, and that it acknowledges the information supplied by the Developer is complete and accurate.

14. Disclaimer of Joint Venture: Developer and City represent that by the execution of this Development Agreement it is not the intent of the parties that this Development Agreement be construed or deemed to represent a joint venture or common undertaking between City and Developer, or between either and any third party. While engaged in carrying out and complying with the terms of this Agreement, Developer is an independent principal and not a contractor for or an officer or employee of City. Developer shall not at any time or in any manner represent that it or any of its agents or employees are employees of City.

15. Successors in Interest: The burdens of the Development Agreement shall be binding upon, and the benefits of the Development Agreement shall enure to the parties to this Development Agreement and their successors in interest. Developer, in its sole discretion, shall have the right to make a conveyance or an assignment of its interest

in the Project Site to a successor, in which all rights and obligations of the Developer hereunder shall be assigned to and assumed by the successor, and Developer shall thereafter have no further obligations under this Agreement. This Agreement shall constitute a covenant running with the land for the duration hereof and shall be binding upon Developer and upon all persons deriving title by, through or under said Developer and upon its assigns and successors in title. The agreements contained herein shall benefit and limit all present and future Developers of the Project and the City for the term hereof. The covenants and restrictions required herein shall be of the duration expressed herein.

16. Amendments: The parties acknowledge that this Development Agreement may be amended by mutual consent of the parties subsequent to execution in accordance with §163.3237, Florida Statutes and Section 16.05 of the City's Land Development Code. All amendments to this Agreement shall be ineffective unless reduced to writing and executed by City and Developer, in accordance with the City's Land Development Code. The City agrees to work with Developer during the site planning process to achieve a site plan which is mutually acceptable to the City and the Developer. Further, the parties anticipate that subsequent modifications to this Development Agreement may be necessary to achieve the ultimate Project development. The City agrees not to require any additional commitments of land for the Project or to impose any conditions which would increase the affordable housing commitment for the Project, as long as the Project development does not exceed the levels of density and intensity set forth in Paragraph 4.B. of this Agreement.

17. Recording of this Development Agreement: The City Clerk shall, no later than fourteen (14) days after the execution of this Development Agreement by all parties, record this Development Agreement in the public records of Pinellas County. The City shall bear the expense of recording this Agreement. Additionally, the City Clerk shall mail a recorded copy of this Development Agreement to the Florida Department of Community Affairs by certified mail, return receipt requested, no later than fourteen (14) days after City receives the recorded Development Agreement from the Clerk of the Circuit Court. The City Clerk shall record a notice in the Public Records of Pinellas County to reflect the date indicated on the return receipt card to establish the date of receipt of this Development Agreement by the Florida Department of Community Affairs.

18. Limitations and Conditions on Use. A conceptual site plan for the Property is attached hereto and incorporated herein as Exhibit B. This site plan is conceptual only to provide a conceptual layout for the general location of the proposed uses and is subject to full site plan review in accordance with existing procedures and requirements established by the City's Land Development Code.

19. Reservation or Dedication of Land. Developer shall not be required to reserve or dedicate land within the Property for municipal purposes other than public utility easements for utilities servicing the Property.

20. Notices:

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

To the Developer:

Pirates Cove of Tampa Bay, LLC  
Gandy Center, LLC  
Riviera-Pinellas Partners, LLC  
Attn: John Lum, Managing Partner  
403 N. Howard Ave., Suite 200  
Tampa, FL 33606

To the City:

City of St. Petersburg  
Attn: Rick W. MacAulay, Manager  
Urban Planning, Design and Historic Preservation Division  
City of St. Pete Development Services Dept  
One 4<sup>th</sup> Street North  
St. Petersburg, FL 33701

With a copy to:

Marilyn Mullen Healy, Esq.  
Ruden McClosky Smith Schuster & Russell  
401 E. Jackson St., Suite 2700  
Tampa, FL 33602

With copies to:

Al Galbraith, Esq.,  
Assistant City Attorney, City of St. Petersburg  
Municipal Services Center  
One 4<sup>th</sup> Street North  
St. Petersburg, FL 33701

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

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

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

24. Applicable Law and Construction. The laws of the State of Florida shall govern the validity, performance and enforcement of this Development Agreement. This Development Agreement has been negotiated by the City and the Developer, and the Development Agreement, including, without limitation, the Exhibits, shall not be deemed to have been prepared by the City or the Developer, but by all equally. .

25. Venue; Submission to Jurisdiction:

A. For purposes of any suit, action, or other proceeding arising out of or relating to this Development Agreement, the parties hereto do acknowledge, consent, and agree that venue thereof is Pinellas County, Florida.

B. Each party to this Development Agreement hereby submits to the jurisdiction of the State of Florida, Pinellas County and the courts thereof and to the jurisdiction of the United States District Court for the Middle District of Florida, for the purposes of any suit, action, or other proceeding arising out of or relating to this Development Agreement.

26. Entire Agreement:

A. This Development Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understanding, representations, correspondence and statements whether written or oral.

B. Any provisions of this Development Agreement shall be read and applied *in para materia* with all other provisions hereof.

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

28. Exhibits. Each Exhibit referred to and attached to this Development Agreement is an essential part of this Agreement.

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

30. Survival of Warranties, Representations. The warranties, representations, covenants and obligations of the parties hereto shall be binding upon the parties and their respective successors in interest.

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

A. The full performance by all parties hereto of each and every one of their respective obligations arising under the terms of this Development Agreement; or

B. The expiration of twenty (20) years from the Effective Date of this Development Agreement, as defined herein; or

C. The revocation of this Development Agreement by the City Council in accordance with Section 163.3235, Florida Statutes and Section 16.05 of the City's Land Development Code; or

D. The execution of a written agreement by all parties, or by their successors in interest, providing for the cancellation and termination of this Development Agreement.

32. Deadline for Execution. The failure of Developer to execute this Development Agreement no later than ten (10) days after the date on which the City Council approved this Development Agreement shall cause this Development Agreement to be void and of no further force and effect.

33. Non-Compliance. Developer will not be deemed to have failed to comply with the terms of this Agreement in the event such non-compliance, in the reasonable judgment of the "Person Officially Designated" by the City is deemed of a minor or inconsequential nature.

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

35. Approvals. Whenever an approval or consent is required under or contemplated by this Agreement, such approval or consent shall not be unreasonably withheld, delayed or conditioned. All such approvals and consents shall be requested and granted in writing.

36. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable by a court of competent jurisdiction, shall not be affected thereby and

shall with the remainder of this Agreement, continue unmodified and in full force and effect. Notwithstanding the foregoing, if such responsibilities of any party thereto to the extent that the purpose of this Agreement or the benefits sought to be received hereunder are frustrated, such party shall have the right to terminate this Agreement upon fifteen (15) days notice to the other parties.

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

37. Cancellation. If the Developer fails to obtain rezoning or Comprehensive Plan Amendment as more fully set forth above, this Development Agreement shall become null and void.

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

CITY:

ATTEST:

CITY OF ST. PETERSBURG, FLORIDA

Eva Andujar  
CITY CLERK

By: Rick Baker  
RICK BAKER, Mayor

27<sup>th</sup> day of April, 2009

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 2009, by Rick Baker, Mayor, and Eva Andujar, City Clerk, on behalf of the City of St. Petersburg, Florida, who are personally known to me or who have produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

Sign: Cathy E. Davis  
Print: \_\_\_\_\_  
Notary Public, State of Florida  
My commission expires:

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

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

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

[SIGNATURES CONTINUED ON NEXT PAGE]



[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

DEVELOPER:

PIRATES COVE OF TAMPA BAY, LLC,  
a Florida limited liability company

WITNESSES:

Signature [Signature]  
 Print Name Gene D. [unclear]  
 Signature [Signature]  
 Print Name REGINA LUNA

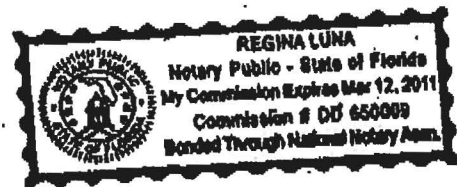
By: [Signature]  
 Print Name: JOAN LUNA  
 Title: MANAGING MEMBER  
 Date: JAN - 25 08

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 25 day of January, 2008, by John Luna as MANAGING MEMBER PIRATES COVE OF TAMPA BAY, LLC, a Florida limited liability company on behalf of the limited liability company. He/she is personally known to me or produced \_\_\_\_\_ as identification.

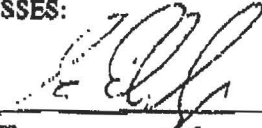
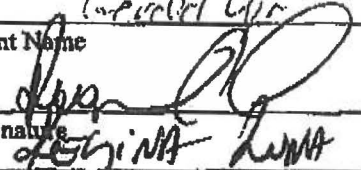
[Signature]  
 Signature of Notary Public, State of Florida  
REGINA LUNA  
 Print/type name of Notary Public

[SIGNATURES CONTINUED ON NEXT PAGE]

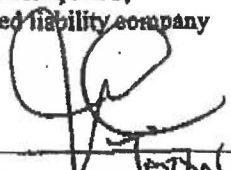


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WITNESSES:

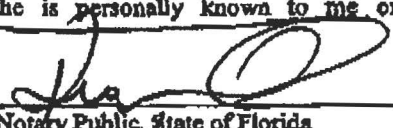
  
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 Signature  
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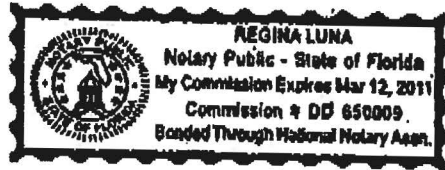
GANDY CENTER, LLC,  
a Florida limited liability company

  
 By: \_\_\_\_\_  
 Print Name: John Lum  
 Title: MANAGING MEMBER  
 Date: JAN -25 08

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 21 day of January, 2008, by John Lum as managing member of GANDY CENTER, LLC, a Florida limited liability company on behalf of the limited liability company. He/she is personally known to me or produced \_\_\_\_\_ as identification.

  
 \_\_\_\_\_  
 Signature of Notary Public, State of Florida  
Regina Luna  
 \_\_\_\_\_  
 Print/type name of Notary Public



[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

WITNESSES:

Signature [Handwritten Signature]  
 Print Name Gerald Lopez  
 Signature [Handwritten Signature]  
 Print Name REGINA LUNA

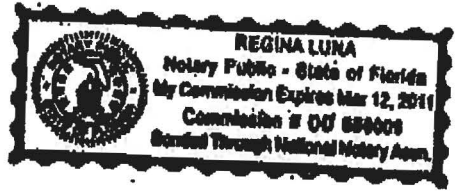
PARTNERS  
RIVIERA-PINELLAS, LLC,  
a Florida limited liability company

By: [Handwritten Signature]  
 Print Name: John Luna  
 Title: MANAGING MEMBER  
 Date: JAN. 25. 08

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 25 day of January, 2008, by John Luna Managing Member of RIVIERA-PINELLAS, LLC, a Florida limited liability company on behalf of the limited liability company. He/she is personally known to me or produced as identification.

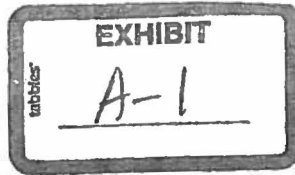
[Handwritten Signature]  
 Signature of Notary Public, State of Florida  
REGINA LUNA  
 Print/type name of Notary Public





**Snug Harbor Development Agreement  
Exhibits**

<u>Exhibit</u>	<u>Exhibit Name</u>	<u>Status</u>
A-1	Legal Description of the Gandy Center Property	Attached
A-2	Legal Description of the Pirates Cove Property	Attached
A-3	Legal Description of the Riviera Property	Attached
B	Snug Harbor Conceptual Site Plan	Attached
C	Conveyance Deeds of the Pirates Cove Property, the Gandy Center Property and the Riviera Property	On File
D	Traffic Analysis	On File



**DESCRIPTION (GANDY CENTER)**

**PARCEL 1 (EXHIBIT "A")**

Lots 5 through 26, Block 5, inclusive and part of Lot 35, Block 5 described as: Begin at the Northeast corner of Lot 35, thence South  $72^{\circ}44'16''$  West 157.56 feet along the North boundary of Lot 35 to a point 24.93 feet Northeasterly from the Northwest corner of Lot 35; thence South  $54^{\circ}51'12''$  East 96.12 feet to the Easterly boundary of Lot 35; thence North  $35^{\circ}08'48''$  East 124.85 feet to the POINT OF BEGINNING(1), in Block 5, FLORIDA RIVIERA PLAT NO. 5, according to the map or plat thereof on file and of record in Plat Book 7, Page 41, of the Public Records of Pinellas County, Florida.

**TOGETHER WITH:**

A portion of those two 30 feet vacated rights of way in Block 5, FLORIDA RIVIERA PLAT NO. 5, as recorded in Plat Book 7, Page 41, of the Public Records of Pinellas County, Florida being described as follows:

From the Northeast corner of Lot 26, of said Block 5, as the Point of Beginning(2), thence along the Easterly extension of the North line thereof  $N72^{\circ}44'16''E$ , 31.42 feet to the East line of the Southeast 1/4 of Section 17, Township 30 South, Range 17 East; thence along said line, South, 157.08 feet to the Northeast corner of Lot 35 of said Block 5, said point also being on the South line of the 30 foot right of way shown on said plat; thence along said South line,  $S72^{\circ}44'16''W$ , 157.56 feet; thence leaving said South line,  $N17^{\circ}15'44''W$ , 15.00 feet to the centerline of the 30 foot right of way; thence along said centerline  $S72^{\circ}44'16''W$ , 419.00 feet, to a point on a line being the Southerly extension of the West line of Lot 5, Block 5; thence along said line  $N17^{\circ}15'44''W$ , 15.00 feet to the Southwest corner of said Lot 5; thence along the Southerly line of Lots 5 through 26 of said Block 5,  $N72^{\circ}44'16''E$ , 554.46 feet to the Southeast corner of said Lot 26; thence along the east line thereof, North 125.66 feet to the Point of Beginning.

**AND**

**Parcel 2 (EXHIBIT "B")**

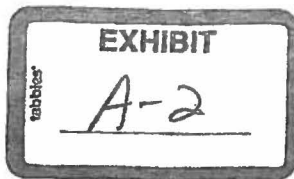
A portion of Lots 27 through 36, inclusive, Block 5, FLORIDA RIVIERA PLAT NO. 5, as recorded in Plat Book 7, Page 41, and the southerly 15.00 feet of a 30.00 foot wide Vacated Right-of-way abutting thereon, vacated per Pinellas County Resolution No. 96-272, O.R. Book 9495, Page 1474, all being recorded in the public records of being described as follows:

Commence at the intersection of the West boundary line of Section 16, Township 30 South, Range 17 East and the centerline of Gandy Boulevard; thence  $S 00^{\circ}00'00'' E$  along the said west boundary line of Section 16 for a distance of 209.43 feet to northern most corner of Lot 36, Block 5, FLORIDA RIVIERA PLAT NO. 5 as recorded in Plat Book 7, Page 41, of the Public Records of Pinellas County, Florida and the Point of Beginning; thence  $S 00^{\circ}00'00'' E$ , continuing along aforementioned west line for a distance of 94.25 feet; thence  $S 72^{\circ}44'16'' W$  for a distance of 653.58 feet to a point on the Easterly right-of-way line of San Fernando Boulevard

Exhibit A-1  
continued

and the Westerly boundary line of Lot 27, of said Block 5; thence N 17°15'44" W along said Easterly right-of-way line and said Westerly boundary line and the Northerly prolongation thereof for a distance of 105.00 feet to the centerline of a 30.00 feet wide Vacated right-of-way; thence N 72°44'16" E along the said centerline for a distance of 524.00 feet; thence departing said centerline the following three (3) courses and distances: 1) S 17°15'44" E, 15.00 feet; 2) S 54°51'12" E, 96.12 feet; 3) N 35°08'48" E, 124.85 feet to the Point of Beginning.

Said lands containing 151653.69 square feet or 3.48 acres, more or less.



**DESCRIPTION (PIRATES COVE)**

**PARCEL 1**

Lots 27 through 35, inclusive Block 5, of FLORIDA RIVIERA PLAT NO. 5, according to map or plat thereof recorded in Plat Book 7, Page 41, of the Public Records of Pinellas County, Florida, LESS that part of Lot 35 described as follows:

From a Point of Beginning at the Northeast corner of Lot 35, Block 5; Thence S72°44'16"W, 157.66 feet along the North Boundary of Lot 35 to a point 24.93 feet Northeasterly from the Northwest corner of Lot 35; thence S54°51'12"E, 96.12 feet to the Easterly Boundary of said Lot 35; thence N35°08'48"E, 124.85 feet to the Point of Beginning, all lying a being in Pinellas County, Florida.

**AND**

Beginning at the NW corner of Lot 27, Block 5, FLORIDA RIVIERA PLAT NO. 5, as recorded in Plat Book 7, Page 41, public records of Pinellas County, Florida, thence N 17°15'44" W, a distance of 15 feet to a point on the centerline of a 30 foot right of way as vacated by Resolution 96-272, recorded in O.R. Book 9495, page 1474; thence N 72°44'16" E, a distance of 524 feet; thence S 17°15'44" E, a distance of 15 feet to a point, said point also being on the North boundary of Lot 35, Block 5, 24.93 feet Northeasterly from the NW corner of said Lot 35; thence S 72°44'16" W, a distance of 524 feet to the POINT OF BEGINNING.

**AND TOGETHER WITH** the North 1/2 of the following:

All that portion of vacated Bronson Place (a 60 foot right of way) lying South of Lots 27 through 35, Block 5 of Florida Riviera Plat No. 5 as recorded in Plat Book 7, page 41, Public Records of Pinellas County, Florida and lying North of Lots 1 through 7, Block 11 of said Florida Riviera Plat No. 5 and lying East of the East right of way line of San Fernando Boulevard (Coniston Drive by plat - a 60 foot right of way) and lying North and West of the Northerly limits of that certain 60 foot right of way for Plymouth Drive vacated by Resolution recorded in O.R. Book 3482, pages 923 and 924, Public Records of Pinellas County, Florida (which Northerly limits were the Northwest corner of Lot 36, Block 5 of said Florida Riviera Plat No. 5); all according to the plat of FLORIDA RIVIERA PLAT NO. 5 as recorded in Plat Book 7, page 41, Public Records of Pinellas County, Florida.

**TOGETHER WITH EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING:**

A portion of Lots 13 through 18, inclusive, Block 5 and a portion of a 30 foot vacated right-of-way, FLORIDA RIVIERA PLAT NO. 5, as recorded in Plat Book 7, Page 41, of the public records of Pinellas County, Florida, described as follows:

Commence at the Northeast corner of Lot 26, Block 5, of said FLORIDA RIVIERA PLAT NO. 5; thence S 72°44'16" W along the Northerly boundary line of said Block 5, also being the

Exhibit A-2  
continued

Southerly right-of-way line of Gandy Boulevard for a distance of 261.55 feet to the beginning of a non-tangent curve (radial bearing S 74°04'14" W) and the Point of Beginning, thence Southerly, 29.90 feet along the arc of said curve concave Westerly having a radius of 63.00 feet and a chord bearing and distance of S 02°20'00" E, 29.62 feet to a point of non-tangency (radial bearing N 87°44'14" W); thence S 11°15'46" W for a distance of 121.08 feet to a point on the centerline of a 30.00 foot vacated right-of-way; thence S 72°44'17" W along the centerline of said vacated right-of-way, a distance of 56.91 feet; thence N 11°15'46" E for a distance of 148.25 feet to the beginning of a non-tangent curve (radial bearing N 78°44'14" W); thence Northerly 5.00 feet along the arc of said curve, concave Westerly having a radius of 13.00 feet and a chord bearing and distance of N 11°14'13" E, 4.97 feet to a point of non-tangency (radial bearing S 79°12'39" W) and the North boundary of said Block 5; thence N 72°44'16" E along said North boundary line for a distance of 50.07 feet to the Point of Beginning. All lying in Section 17, Township 30 South, Range 17 East, Pinellas County, Florida.

SAID PARCEL CONTAINS 111,753 SQUARE FEET or 2.56 acres, MORE OR LESS.

PARCEL 2

(TRACT 1)

From a point marking the intersection of the West line of said Section 16, Township 30 South, Range 17 East, Pinellas County, Florida and the centerline of Gandy Boulevard, run thence South 0 deg. 02' 35" West, along the West line of said Section 16, 640.08 feet to a point marking the Southwest corner of property described in deed recorded in Deed Book 1462, page 599, Public Records of Pinellas County, Florida, said point being the POINT OF BEGINNING; run thence South 89 deg. 57' 25" East, along the South line of said property described in Deed Book 1462, page 599, 250 feet to a point; run thence South 0 deg 02' 35" West, 100 feet; run thence North 89 deg. 57'.25" West, 250 feet to a point on the West line of said Section 16; run thence North 0 deg. 02' 35" East, along the West line of said Section 16, 100 feet to the POINT OF BEGINNING;

AND

(TRACT 2)

From the Southeast corner of Section 17, Township 30 South, Range 17 East, Pinellas County, Florida, run North, along the East line of said Section, the same being the East line of Florida Riviera Plat No. 5 as recorded in Plat Book 7, page 41, Public Records of Pinellas County, Florida, 1576.63 feet to the Northeast corner of Lot 37, Block 5 of said Florida Riviera Plat No. 5; thence run South 69 deg. 32' 41" West, 22.87 feet along the North line of said Lot 37 to the intersection with the mean high water mark for a POINT OF BEGINNING; thence run North 55 deg. East, 100 feet; thence run North 21 deg. 49' 52" West, 89.95 feet; thence run West 59 feet; thence run South 51 deg. 38' West, 107 feet to the intersection with the North line of Lot 36, Block 5 of said Florida Riviera Plat No. 5 and the mean high water mark; thence meander the mean high water mark in a Southeasterly direction to the POINT OF BEGINNING;

Exhibit A-2  
continued

AND

(TRACT 3)

From the Southeast corner of Section 17, Township 30 South, Range 17 East, Pinellas County, Florida, run North, along the East line of said Section, the same being the East line of Florida Riviera Plat No. 5 as recorded in Plat Book 7, page 41, Public Records of Pinellas County, Florida, 1576.63 feet to the Northeast corner of Lot 37, Block 5 of said Florida Riviera Plat No. 5; thence run South 69 deg. 32' 41" West, 22.87 feet along the North line of said Lot 37 to the intersection with the mean high water mark for a POINT OF BEGINNING; thence run North 55 deg. East, 100 feet; thence run South 198.99 feet; thence run East, 151.52 feet; thence run South 50 feet to the intersection with the Easterly extension of the South line of Lot 39, Block 5 of said Florida Riviera Plat No. 5; thence run West 250 feet, along the South line of said Lot 39 to the intersection with the mean high water mark; thence meander the mean high water mark, in a Northerly direction, to the POINT OF BEGINNING;

AND

(TRACT 4)

That portion of the East ½ of vacated Plymouth Drive, lying North of the Westerly extension of the South line of Lot 41, Block 5 of Florida Riviera Plat No. 5 as recorded in Plat Book 7, page 41, Public Records of Pinellas County, Florida and Southerly of the Southwesterly extension of the Northwesterly line of Lot 36, Block 5 of said Florida Riviera Plat No. 5;

AND

(TRACT 5)

That portion of the West ½ of vacated Plymouth Drive lying Northerly of the Southerly line of Lot 7, Block 11 of Florida Riviera Plat No. 5 as recorded in Plat Book 7, page 41, Public Records of Pinellas County, Florida as extended Easterly to the centerline of said Plymouth Drive and lying Southerly of the Southwesterly extension of the Northwesterly line of Lot 36, Block 5 of said Florida Riviera Plat No. 5 as extended to the centerline of said Plymouth Drive;

AND

(TRACT 6)

THE SOUTH ½ OF THE FOLLOWING DESCRIBED PROPERTY:

All that portion of vacated Bronson Place (a 60 foot right of way) lying South of Lots 27 through 35, Block 5 of Florida Riviera Plat No. 5 as recorded in Plat Book 7, page 41, Public Records of Pinellas County, Florida and lying North of Lots 1 through 7, Block 11 of said Florida Riviera Plat No. 5 and lying East of the East right of way line of San Fernando Boulevard (Coniston Drive by plat - a 60 foot right of way) and lying North and West of the Northerly limits of that certain 60 foot right of way for Plymouth Drive vacated by Resolution recorded in O.R. Book 3482, pages 923 and 924, Public Records of Pinellas County, Florida (which Northerly limits were the Northwest corner of Lot 36, Block 5 of said Florida Riviera Plat No. 5); all according to

Exhibit A-2  
continued

the plat of FLORIDA RIVIERA PLAT NO. 5 as recorded in Plat Book 7, page 41, Public Records of Pinellas County, Florida.

AND

Lots 36,37,38,39,40 and 41, Block 5, FLORIDA RIVIERA PLAT NO. 5, according to the plat thereof as recorded in Plat Book 7, Page 41, Public Records of Pinellas County, Florida.

AND

Lots 1 through 7, Block 11, FLORIDA RIVIERA PLAT NO. 5, according to the plat thereof as recorded in Plat Book 7, Page 41, Public Records of Pinellas County, Florida.

SAID PARCEL CONTAINS 197,487 SQUARE FEET or 4.53 acres, MORE OR LESS.

LESS THIS PARCEL NOT INCLUDED IN SCHEDULE "A" (SEE GENERAL ENDORSEMENT)

A portion of Lots 27 through 36, inclusive, Block 5, FLORIDA RIVIERA PLAT NO. 5, as recorded in Plat Book 7, Page 41, and the southerly 15.00 feet of a 30.00 foot wide Vacated Right-of-way abutting thereon, vacated per Pinellas County Resolution No. 96-272, O.R. Book 9495, Page 1474, all being recorded in the public records of being described as follows:

Commence at the intersection of the West boundary line of Section 16, Township 30 South, Range 17 East and the centerline of Gandy Boulevard; thence S 00°00'00" E along the said west boundary line of Section 16 for a distance of 209.43 feet to northern most corner of Lot 36, Block 5, FLORIDA RIVIERA PLAT NO. 5 as recorded in Plat Book 7, Page 41, of the Public Records of Pinellas County, Florida and the Point of Beginning; thence S 00°00'00" E, continuing along aforementioned west line for a distance of 94.25 feet; thence S 72°44'16" W for a distance of 653.58 feet to a point on the Easterly right-of-way line of San Fernando Boulevard and the Westerly boundary line of Lot 27, of said Block 5; thence N 17°15'44" W along said Easterly right-of-way line and said Westerly boundary line and the Northerly prolongation thereof for a distance of 105.00 feet to the centerline of a 30.00 feet wide Vacated right-of-way; thence N 72°44'16" E along the said centerline for a distance of 524.00 feet; thence departing said centerline the following three (3) courses and distances: 1) S 17°15'44" E, 15.00 feet; 2) S 54°51'12" E, 96.12 feet; 3) N 35°08'48" E, 124.85 feet to the Point of Beginning.

Said lands containing 61940 square feet or 1.42 acres, more or less.



**DESCRIPTION (RIVIERA)**

Lots 42 through 66 and that part of Lot 67 in Section 17, Township 30 South, Range 17 East, Block 5; and Lots 8 through 20, 24 and 26, Block 11, as shown on FLORIDA RIVIERA PLAT NO. 5, recorded in Plat Book 7, Page 41, of the Public records of Pinellas County, Florida; together with one half the vacated rights-of-way abutting thereon.

AND

A parcel of land in the Southwest 1/4 of Section 16, Township 30 South, Range 17 East, Pinellas County, Florida, described as follows:

Beginning at the Southwest corner of said Section 16; thence North along the West boundary of said Section 16, 1276.74 feet, more or less to the Southwest corner of the land described in Official Records Book 125, page 290, of the Public Records of Pinellas County, Florida; thence East 250 feet to the Southeast corner of said land; thence South 1276.74 feet, more or less, to the South boundary of said Section 16; thence West along the South boundary of said Section 16, 250 feet to the Point of Beginning.

AND

All that part of the West 250 feet of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 30 South, Range 17 East, Pinellas County, Florida lying North and West of the Bulkhead Line, Section 8.

AND

All of Blocks 12 and 17, and so much of Block 18 as lies within Section 17, Township 30 South, Range 17 East, as shown on SECTION E FLORIDA RIVIERA PLAT NO. 5 recorded in Plat Book 17, Page 38 of the public records of Pinellas County, Florida; together with 1/2 the vacated alleys and rights-of-way abutting thereon, and together with the vacated portion of Snug Harbor Road abutting thereon.

ALSO KNOWN AS:

A parcel of land in the Southwest ¼ of Section 16, the Southeast ¼ of Section 17 and the Northwest ¼ of Section 21, all of Township 30 South, Range 17 East, Pinellas County, Florida; said parcel of land being more specifically described as follows:

As a POINT OF BEGINNING commence at the Southeast corner of Section 17, thence bear S89°45'07"W, along the South line of the Southeast ¼ of said Section 17, a distance of 810.87 feet to the Westerly boundary of a portion of vacated Snug Harbor Road (Riviera Boulevard by plat) right-of-way vacated in Official Record Book 5188, Page 215 of the Public Records of Pinellas County, Florida, as shown on the recorded plat of Section E, Florida Riviera Plat No. 5, a subdivision as recorded in Plat Book 17 on Page 38 of the Public Records of Pinellas County, Florida; thence N17°14'21"W, along said Westerly boundary of vacated right-of-way, a distance of 649.13 feet to a point on a Westerly projection of the Southerly right of way line of Monaco



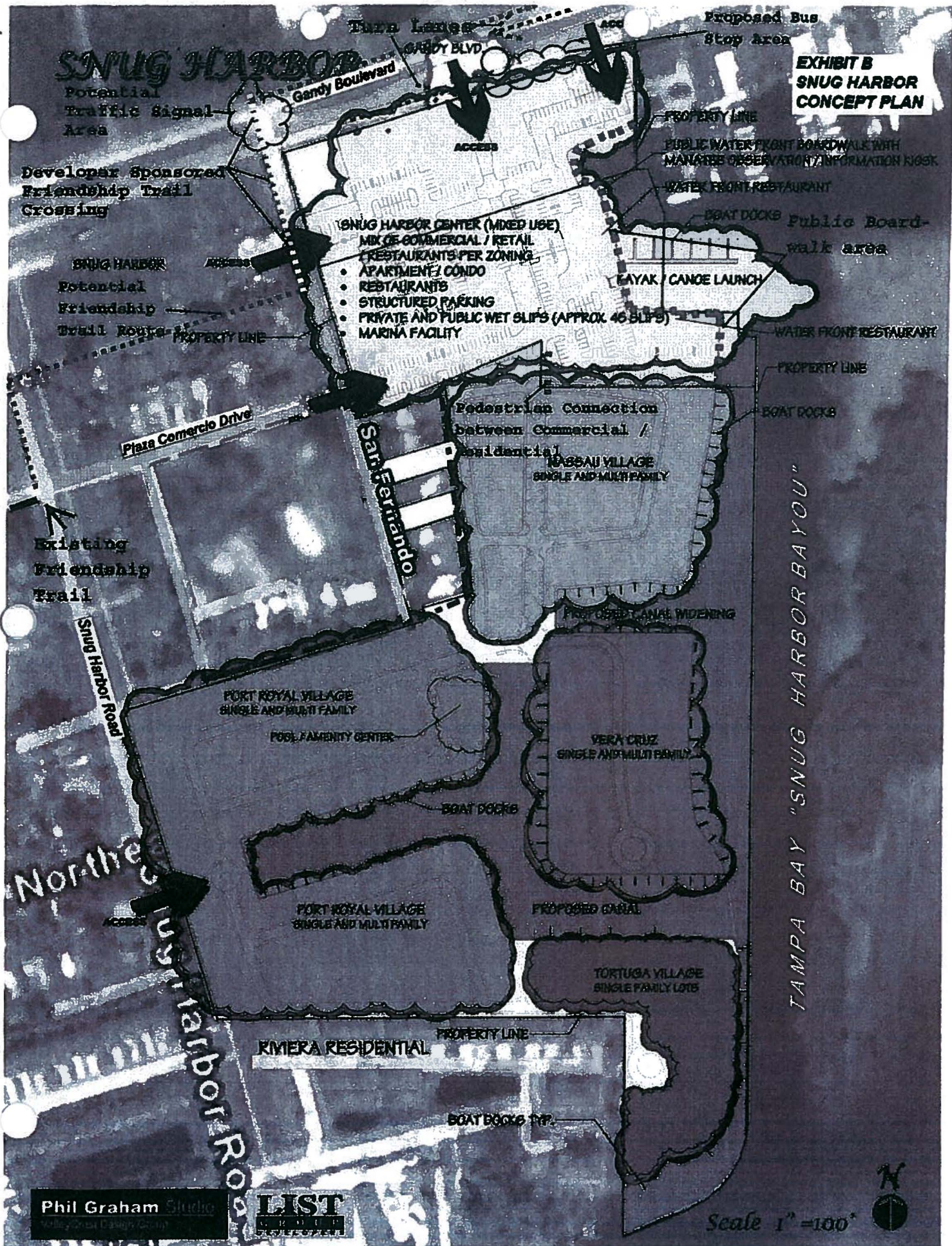
Exhibit A-3  
continued

Drive as shown on said plat; thence N72°46'21"E, along said Westerly projection and the Southerly right of way line of Monaco Drive, a distance of 630.32 feet to an intersection thereof with the Easterly right of way line of San Fernando Blvd., as shown on said plat; thence N17°07'24"W, along said Easterly right of way line, a distance of 25.02 feet; thence N73°22'05"E, along the North boundary of Lot 20, Block 11 of Florida Riviera Plat No. 5, as recorded in Plat Book 7, on Page 41 of the Public Records of Pinellas County, Florida, a distance of 103.43 feet; thence along portions of said Florida Riviera Plat No. 5 on the following twelve calls:

1. Thence N08°03'07"W, a distance of 162.00 feet;
2. Thence S73°15'06"W, a distance of 129.29 feet;
3. Thence N17°01'36"W, a distance of 49.69 feet;
4. Thence N73°07'53"E, a distance of 135.70 feet;
5. Thence N06°15'24"W, a distance of 51.50 feet;
6. Thence S73°00'25"W, a distance of 145.63 feet;
7. Thence N17°19'05"W, a distance of 49.75 feet;
8. Thence N73°10'32"E, a distance of 153.54 feet;
9. Thence N07°56'44"W, a distance of 121.08 feet to an intersection with the Southerly boundary of Lots 1 through 7, Block 11, said Florida Riviera Plat No. 5;
10. Thence N66°46'57"E, along said Southerly Line and its Eastern extension, a distance of 208.16 feet to the centerline of Plymouth Drive as shown on said plat of Florida Riviera Plat No. 5;
11. Thence S00°03'35"W, along said centerline, a distance of 91.60 feet;
12. Thence, along the North boundary of Lot 42, Block 5, said Florida Riviera Plat No. 5 and its Western extension, S89°59'24"E, a distance of 431.24 feet to an intersection with a portion of the Westerly line of the Pinellas County Bulkhead Line, Segment 8, as recorded in Bulkhead Book 1 on Page 90 of the Public Records of Pinellas County, Florida; Thence S00°00'36"W, along said bulkhead line a distance of 1481.47 feet to the Point of Curvature of a curve concave Northwesterly, having a radius of 200 feet and a chord which bears S. 33° 04' 08" W., a distance of 218.20 feet; thence Southwesterly, along the arc of said curve to the right, a distance of 230.79 feet to the Point of Tangency; thence S66°07'40"W, continuing along said bulkhead line, a distance of 144.94 feet to an intersection with the West boundary of the aforesaid Section 21; thence N00°00'24"E, along said West boundary, a distance of 443.70 feet to the POINT OF BEGINNING.

# SNUG HARBOR

## EXHIBIT B SNUG HARBOR CONCEPT PLAN



Phil Graham Studio

**LIST**  
LANDSCAPE ARCHITECTS

Scale 1" = 100'

