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ORDINANCE 13-22

**AN ORDINANCE OF THE CITY OF DUNEDIN, FLORIDA,
APPROVING AN AMENDED DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF DUNEDIN AND PIZZUTI DUNEDIN,
LLC; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Dunedin wishes to enter into an Amended Development Agreement with Pizzuti Dunedin, LLC; and

WHEREAS, the Local Planning Agency of the City of Dunedin, Florida, has duly considered the terms and conditions of the Amended Development Agreement, and has recommended that the same be approved; and

WHEREAS, due and proper public hearings on the said Amended Development Agreement having been completed pursuant to Section 104-33.7.2 of the City's Land Development Code and Florida Statute 163.3225; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1: That the Amended Development Agreement between the City of Dunedin and Pizzuti Dunedin, LLC and attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute same.

Section 2: This Ordinance shall become effective upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 12th day of September, 2013.



Dave Eggers
Mayor

ATTEST:


Denise M. Schlegel
City Clerk

READ FIRST TIME AND PASSED: July 18, 2013

READ SECOND TIME AND ADOPTED: September 12, 2013

(July 12, 2013, 2013 Version)

**AMENDED DEVELOPMENT AGREEMENT
CITY OF DUNEDIN/PIZZUTI DUNEDIN, LLC**

THIS AGREEMENT (the "**Agreement**") made and entered into this 12th day of SEPTEMBER 2013, by and between the **CITY OF DUNEDIN**, a municipal corporation of the State of Florida hereinafter referred to as "**City**" and **PIZZUTI DUNEDIN LLC**, an Ohio Limited Liability Company authorized to transact business in the State of Florida, hereinafter referred to as "**Developer**".

FOR AND IN CONSIDERATION of the mutual promises made and agreed to be kept hereunder and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the approval of certain uses by the City and conditioned on the performance in all respects of this Agreement by each of the parties, it is hereby agreed between the parties as follows:

RECITALS

1. The City and Developer have previously entered into a Development Agreement dated September 10, 2008. The parties wish to make certain changes to the said Development Agreement and desire their Agreement be incorporated into one document and that the previous Development Agreement thereto be terminated in its entirety and that this Amended Development Agreement constitute the entire understanding between them regarding the development contemplated by the Developer and more particularly described below.

2 The City is presently the fee simple owner of the certain tract of land approximately 1.935 acres in size located within the City of Dunedin, Pinellas County, Florida, hereinafter referred to as the "**City Property**" said property being legally described pursuant to Exhibit "A" attached hereto and incorporated herein by reference. Developer and City have entered into that certain Second Purchase and Sale Agreement, dated as of August 13, 2008, (the "Second Purchase and Sale Agreement") as well as a First, Second and Third Amendment to Second Purchase and Sale Agreement which extended the closing date, as well as a Ground Lease and Option to Purchase. Developer in those certain parcels lying adjacent to the City Property (hereinafter "Pizzuti Parcels") collectively approximately 2.315 acres in size, said parcels being legally described pursuant to Exhibit "B", attached hereto and made a part hereof. Together the City Property and the Pizzuti Parcels are approximately 4.25 acres in size and shall be collectively referred to hereafter as the "**Property**."

3.a. The following development rights are hereby approved pursuant to this Agreement on the Property: a mixed-use development consisting of 124 residential units and 24,450 square feet of commercial uses (hereinafter referred to as the "**Project**").

b. All calculations for infrastructure improvements and land use requirements, such as but not limited to, drainage calculations, parking requirements and other requirements, shall be based on the site and character of the Project.

Agreement and this Agreement shall act as a covenant running with the Property and shall be enforceable by the parties hereto.

The City shall have the absolute discretion to amend and/or enforce life safety codes of general applicability that may modify the provisions of this Agreement or may impose additional burdens on the Developer as is otherwise authorized by State Statutes, City ordinances or the regulation of governmental administrative agencies. The parties agree that the legislative discretion of the City Commission to adopt such life safety codes shall be superior to any agreements contained herein and such codes may be adopted without any special notice to the Developer and that the Developer shall not be entitled to any special hearing relative to the adoption of such codes.

7. It is agreed between the parties that the City is exercising its right as a property owner as to certain elements of this Agreement regarding the City Property in addition to the powers that it exercises as a governmental entity pursuant to the Act and Code. In requiring adherence to the Final Site Plan, Architectural Renderings and other development and use provisions set forth herein, the City is not acting solely in its capacity as a governmental jurisdiction having zoning and land use regulatory control over the City Property. It is acknowledged between the parties that, acting as a private property owner, the City has the same latitude of choice and discretion as any other property owner and is not constrained in the exercise of that discretion in the same way as it would be operating only as a governmental authority regulating the development of the City Property pursuant to its ordinances and other land development regulations. The parties acknowledge and agree that within the scope of negotiating the terms of this Development Agreement, the City has acted in a manner that may otherwise be inappropriate if it was only exercising its governmental authority for regulation of the City Property and that the City has enjoyed a substantially greater latitude of choice as a private property owner. Notwithstanding anything to the contrary herein, the City acknowledges that the terms and conditions of this Development Agreement constitute legally binding and enforceable obligations of the City.

8. The Project shall be developed in accordance with the Architectural Renderings attached hereto as Exhibit "C", and incorporated herein by reference, and in accordance with the Final Site Plan attached hereto as Exhibit "D". The Architectural Renderings and Final Site Plan reflect the architectural style of the buildings to be built on the Property, exterior materials, building height of two and three story configurations, roofing system and color scheme and constitute a material part of this Agreement. The Architectural Renderings including the color scheme are specifically devised to be harmonious with the Dunedin downtown and the architectural preferences of the City and such requirements are agreed to by the parties in order to insure the continued compatibility of the Property with the future of the downtown. This same concept and obligation also applies to the Final Site Plan and constitutes a material part of the Agreement between the parties, without which the City would not have agreed to the sale of the City Property for commercial and residential uses. For this reason, the compliance by the City, Developer and respective successors in title with the Architectural Renderings and Final Site Plan, as described in Exhibits "C" and "D", respectively, on a continuing basis is of critical importance to the City and Developer, and any deviation therefrom shall be deemed to be a material breach of this Agreement and of the covenants which are entered into by the parties and are recorded for the long-term protection of the public.

It is the goal and intent of the parties hereto to develop the Property within the time periods set forth on Exhibit "H", attached hereto and made a part hereof, subject to acts of

15. Authority. This Agreement is authorized by Section 163.3220, et seq. F.S. (2012) and Sections 104-33.1 through 104-33.15 of the Land Development Code of the City of Dunedin. See recital 6 regarding applicability of Statutes and Codes.

16. Effective Date. This Agreement shall be effective as of the date it is recorded in the Pinellas County public records ("Effective Date"). In the event that there is an appeal or legal proceeding challenging this Agreement or challenging the other matters affecting the purpose, intent, or the rights of the Developer or the City to develop the Property as contemplated hereby, the Effective Date of this Agreement shall be extended and shall commence upon the conclusion of such litigation, including appeals and upon all rights of appeal having expired. In the event that a Court decision materially changes any aspect of this Agreement or has made the performance of a portion of this Agreement impossible or unacceptable to one of the parties, either party may choose to terminate this Agreement upon thirty (30) days written notice to the other party and the parties shall assist each other in returning each party to the positions and legal status that it enjoyed immediately prior to the date of the entry into this Agreement; or, alternatively, the parties shall work together to restore the material benefit if such is reasonably possible.

In the event that this Agreement is subject to termination pursuant to the provisions hereof, either party may record an affidavit signed by all parties hereto or their respective successors and assigns in the Public Records of Pinellas County, Florida reflecting that such termination has occurred and that this Agreement is thereby terminated and by such affidavit, notice that the termination provisions of this Agreement pursuant to this paragraph have occurred. The party recording such affidavit shall send a copy of the recorded affidavit to the other party and this Agreement shall be terminated and shall be deemed void and of no further force and effect. In the event that the Developer's fee simple title is encumbered by any mortgages, liens or other rights of third persons which are not subordinated to the terms, conditions, covenants and restrictions set forth in this Agreement, said third party encumbrances shall be of no force and effect as to the provisions of this Agreement.

The parties acknowledge that this Agreement may be executed contemporaneously with the transfer of title in the City Property from the City to the Developer and the transfer of the Jernigan Parcel as more particularly described in Exhibit "G", attached hereto, from the Developer to the City. This Agreement shall be superior to any mortgages, liens or other rights of third persons even though mortgages or liens on the City Property may come into being contemporaneously with the transfer of title in the City Property to the Developer. Any mortgages or liens or encumbrances on the City Property created contemporaneously or after the transfer of title from the City to the Developer shall specifically provide that they are subject to and subordinate to the terms of this Agreement.

In the event that this Agreement is not executed by the Developer on or before 5:00 p.m. on the 15th day of September, 2013, this Agreement shall be null and void and of no further force and effect and any development permissions granted pursuant hereto shall no longer be valid.

17. Duration of Agreement. This Agreement shall terminate upon the later of the following dates: (i) the date on which all tax increment payments due and owing to Developer pursuant to Section 27 hereof are fully paid; or (ii) fifteen (15) years from the Effective Date. This time period may be extended by mutual agreement of the parties

20. No Estoppel. The parties agree that prior to the approval of this Agreement by the City Commission, the City's interest in entering into this Agreement, the studies, surveys, environmental studies, consultant plans or investigations, the expenditure of substantial funds, the staff approval or recommendation relative to the proposed development, submittals to or before the Pinellas Planning Council, the Board of County Commissioners of Pinellas County, Florida, or the Florida Department of Economic Opportunity, f/k/a Florida Department of Community Affairs and any other act in furtherance of this Agreement, shall not be used by the Developer or its successors in title in any way whatsoever as committing the City legally through a theory of equitable estoppel, action in reliance, or any other legal theory as to the approval of such proposed development in the event that this Agreement is not approved by the City Commission or for any other reason does not take effect in all material respects.

The parties further agree that any and all action by the Developer or its representatives in negotiation of this Agreement, including all acts or expenditures in the establishment of this Agreement or submittals to other governmental bodies shall in no way be deemed to be an action in reliance giving rise to an equitable estoppel.

21. No Partnership or Joint Venture. The City and Developer agree that the matters contained in this Agreement shall under no circumstances constitute a joint venture, partnership or agency between them. No third party shall be deemed to have any beneficial interest in this Agreement or any expectation of benefit or property rights or any other rights of any kind arising from this Agreement.

22. Final Site Plan. In order to avoid any adverse impacts from the development of the Property on the abutting property owners and on the residents of the City of Dunedin, and in order to further the improvement of the Dunedin downtown area and to act as a gateway development for downtown City of Dunedin, the parties agree that the Property will be developed in substantial conformance with the Final Site Plan attached hereto as Exhibit "D" as such Final Site Plan may be modified by the requirements of the Southwest Florida Water Management District and other state and county governmental agencies having jurisdiction over the development of the Property. The appearance and use of the Property after development are the reasons that the City Commission exercised its legislative authority and entered into this Agreement. Except as may be authorized by the parties hereto, any material deviation from the commitments made by the parties herein shall be considered material defaults in this Agreement. The City of Dunedin shall not consent to any modification unless it deems that such is in the best interest of the public and in its discretion in reaching such decision it shall be deemed to be acting in a legislative capacity and within its sole and absolute discretion taking into account the public health, safety and welfare. The following specific requirements shall also be met and are incorporated by reference in the Exhibit "F" Restrictive Covenant which has been recorded contemporaneously with this Agreement:

- a. The Property shall be developed and landscaped in accordance with the Final Site Plan attached hereto as Exhibit "D" and incorporated herein. The landscaping within the Property and along Milwaukee Avenue even in the public right-of-way, shall be maintained by the Developer. The purpose of heavy landscaping and the continued development and care of the landscaping on the Property is, in part, for the benefit of the abutting property owners and to screen light, noise and other possible negative aspects of the development. Such landscaping shall be provided prior to a

exception or other process which would serve to vary or change the terms of this Development Agreement and the Final Site Plan attached hereto. The only change which may be requested by the parties is for an amendment to this Agreement which revised amendment is legislatively considered by the City Commission and agreed to by the City Commission, set forth in writing as an amendment to this Agreement and executed by the parties hereto or their successors or assigns. The Developer, and its successors and assigns specifically waive and relinquish any right to change the terms of this Agreement through any administrative or legal process, including a decision by a court of competent jurisdiction, unless agreed to by the parties.

23. **Public Infrastructure.** Except as otherwise provided in this Agreement, the Developer or its successor in title, as appropriate, at its sole cost, shall design, construct and maintain, until acceptance by the City and conveyance by recordable instrument or bill of sale, as appropriate, to the City, all public infrastructure facilities and lands necessary to serve the Project provided that said public infrastructure facilities have received construction plan approval and that all applicable review procedures have been complied with fully, inspected and accepted by the City. Public infrastructure facilities shall include those facilities to be located in rights-of-way or easement areas conveyed to the City, as shown on the approved engineering construction drawings and shall include, but not be limited to the following:

- a. Roads, streets and alleyways located on the Property to be used by vehicles. In the event that there is any drainage infrastructure beneath the Milwaukee Avenue extension that serves the Property, the Developer will be given access to such drainage structures by the City by easement and the Developer shall be responsible for the proper functioning of said drainage structures in perpetuity. The Developer and the City shall execute such legal documents as are deemed reasonable to ensure continued responsibility of the Developer or successor property owner for the maintenance and construction or reconstruction of such drainage structure.
- b. Pedestrian ways, brick sidewalks, and crosswalks located on the Property, as shown on the Final Site Plan.
- c. Sewer collection systems, located on the Property including any necessary pumping facilities providing for transmission of sewage flows generated by the Project.
- d. Water distribution system, located on the Property including fire protection facilities and reclaimed water facilities as may be necessary to serve the Project.
- e. Stormwater drainage systems serving public facilities located on the Property serving to conduct, transmit, channel or otherwise provide for stormwater flow from, through and to adjoining lands according to the natural site topography including retention/detention ponds or any other stormwater facilities required by the City of Dunedin or any other governmental agency with jurisdiction concerning such facilities. Any required easements or other rights of access to insure the continued maintenance and working condition of

- a. City of Dunedin building permits.
- b. Southwest Florida Water Management District surface water management permit.
- c. City of Dunedin Engineering construction permit.
- d. Florida Department of Transportation driveway connection permit.
- e. Florida Department of Transportation utility permit.
- f. Florida Department of Transportation drainage connection permit.
- g. Florida Department of Environmental Protection NPDES permit.
- h. Florida Department of Health drinking water permit.
- i. Florida Department of Environmental Protection wastewater collection permit.
- j. All other approvals or permits as required by existing governmental regulations as they now exist.

Except as set forth in this Agreement, all development permits required to be obtained by the Developer for the Project will be obtained at the sole cost of the Developer and in the event that any required development permissions issued by entities other than the City are not received, no further development of the Property shall be allowed until such time as the City and the Developer have reviewed the matter and determined whether to modify or terminate this Agreement.

26. City Impact Fees and Credits.

a. The City has computed and will grant certain impact fee credits for the Project to the Developer consistent with City ordinances and reflecting previous uses on the Property, which entitle the Developer to the following impact fee credits:

- 1. Law enforcement and fire facility impact fee credit equal to fifty percent (50%) of the amount required by City Code, up to a maximum of \$25,000; and
- 2. Transportation/mass transit impact fee credit of \$134,000.00 for the dedication of the ROW that serves as the Milwaukee Avenue extension.

b. The City has computed and Developer shall pay the City sewer and water impact fees in the amount of \$449,748.00, payable in pro-rata amounts as individual construction permits are issued.

c. The impact fee credits and the concurrency reservations for the Project are reflected on Exhibit "E" and incorporated herein by reference.

6. During the construction of the Project the Developer will work diligently and continuously towards the completion of such construction and no partially completed buildings will be allowed to remain on the Property. The Developer shall not abandon the work in a partially completed state, but shall continue the construction to completion with a continuing effort towards final completion of all Project improvements.
- 7.
8. Parking as shown on the Final Site Plan, together with public parking on the Milwaukee Avenue extension and on Main Street adjacent to the City Property is sufficient to meet the parking requirements of the Project.

28. **LEED Certification.** The Developer will use best efforts to have the Project certified by a national or state certification program and to design the Project for the purpose of obtaining such certification and to use environmentally sensitive materials, constructions techniques and design choices as are appropriate to achieve such certification. As a guide, the Developer will consider such design features as water efficient landscaping, use of reclaimed water for irrigation, construction waste management and innovation in design features.

29. **Recycling.** The Developer and its successors-in-title will cooperate with City to encourage and promote recycling activities within the Project and such commitment will be reflected in a covenant running with the Property.

30. **Purchase and Sale Agreement.** The parties hereto have previously or contemporaneously with this Agreement entered into a Second Purchase and Sale Agreement and three amendments for the sale of the City Property owned by the City to the Developer. This Agreement is a contingency of said Purchase and Sale Agreement, as amended.

31. **Annual Review.** Pursuant to Section 104-33.14 of the Land Development Code of the City of Dunedin the City shall review the Project once every twelve (12) calendar months from the Effective Date in compliance with the above quoted Ordinance.

32. **Recordation.** Not later than fourteen (14) days after the execution of this Agreement, the City shall record this Agreement with the Clerk of the Circuit Court in Pinellas County, Florida. The burdens of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors and assigns in interest to the parties to this Agreement.

33. **Agreement as Covenant.** This Agreement shall constitute a covenant running with the Property for the duration hereof and shall be binding upon and inure to the benefit of the Developer and upon all persons deriving title by, through or under said Developer and upon its successors and assigns in title. The agreements contained herein shall benefit, bind and limit all present and future owners of the Property and the City for the term hereof. The Restrictive Covenant set forth herein shall be of the duration expressed therein.

34. **Legislative Act.** This Agreement is agreed to be an legislative act of the City in furtherance of its powers to regulate land use and development within its boundaries and,

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agreements, terms, or provisions contained herein shall be in no way affected, prejudiced, or disturbed thereby.

39. **Estoppel Certificates.** Within twenty (20) days after request in writing by either party or any 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 City or 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 general counsel by certified mail, return receipt requested or by Federal Express or other delivery service in which delivery must be signed for. In the case where the 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 Commission to respond to the estoppel certificate request in a timely manner.

40. **Venue.** Venue for the enforcement of this Agreement shall be exclusively in Pinellas County, Florida.

41. **Default.** Upon default or breach of any substantive portion of this Agreement by any party, the non-defaulting party shall provide written notice via overnight, traceable delivery service of the default and opportunity to cure within sixty (60) days to the defaulting party. Upon the failure of the Developer to cure such defaults, the City shall provide notice via overnight traceable delivery service to Developer of its intent to terminate this Agreement on a date not less than sixty (60) days from the date of such notice and upon the expiration of such period, the City, unless ordered otherwise by a court of competent jurisdiction, may revoke the then existing development permits issued by it and the Developer shall have no claim for damages against the City arising from such revocation. Alternatively, the City may proceed in court to obtain any legal or equitable remedies available to it to enforce the terms of this Agreement. In the event of any default or breach of any substantive portion of this Agreement by the City, the Developer may: (i) give written notice via overnight traceable delivery service to the City of said default with an opportunity to cure within sixty (60) days of receipt of such notice. In the event City fails to cure within said time period, the Developer may thereafter proceed in a court of competent jurisdiction to institute proceedings for specific performance or to obtain any other legal or equitable remedy to cure the default of this Agreement by the City. In any litigation arising hereunder, the prevailing party shall be entitled to recover its costs and attorneys fees at mediation, trial and through any appellate proceedings.

42. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid or by Federal Express, Air Borne Express or similar overnight delivery services, addressed as follows:

To the City:

To Developer:

James Russell, Executive Vice President

Denise M. Schlegel
DENISE M. SCHLEGEL, CITY CLERK

(City Seal)

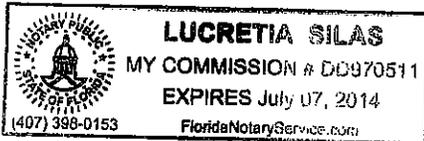


Approved to form:

Thomas J. Trask
THOMAS J. TRASK, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 12th day of SEPTEMBER, 2013, by **DAVE EGGERS**, Mayor of the City of Dunedin, () who is personally known to me or () who has produced a _____ driver's license or _____ as identification.



Lucretia Silas
Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 12th day of SEPTEMBER, 2013, by **ROBERT DISPIRITO**, City Manager of the City of Dunedin, () who is personally known to me or () who has produced a _____ driver's license or _____ as identification.



Lucretia Silas
Notary Public
My Commission Expires:

Witnesses:

Robert C. Transmith

Robert C. Transmith
Print Name

PIZZUTI DUNEDIN LLC, AN OHIO LIMITED LIABILITY COMPANY, AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF FLORIDA

Composite Exhibit "A"
Legal Description of City Property

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST

DESCRIPTION:

A parcel of land lying in Section 27, Township 28 South, Range 15 East, City of Dunedin, Pinellas County, Florida described as follows:

Commence at the most easterly corner of Lot 29, MAIN STREET SUBDIVISION, according to the plat thereof recorded in Plat Book 17, Page 20 of the Public Records of Pinellas County, Florida and run N.48°18'06"E., along the northwesterly right-of-way line of Main Street, 30.83 feet; thence, continue along said right-of-way line, N.41°21'42"E., 276.57 feet for a Point of Beginning; thence, leaving said northwesterly right-of-way line, N.48°38'18"W., 28.83 feet; thence, S.41°26'44"W., 7.62 feet; thence, N.48°33'21"W., 50.18 feet; thence, N.41°26'19"E., 53.20 feet; thence, N.48°33'41"W., 193.65 feet; thence, S.41°39'17"W., 93.89 feet to the cusp of a curve; thence, along said curve to the left, having a radius of 109.50 feet, an arc length of 52.42 feet, a chord length of 51.92 feet and a chord bearing of N.11°55'41"E.; thence, N.01°47'10"W., 138.92 feet; thence, N.43°42'26"E., 14.02 feet to the south right-of-way line of Skinner Boulevard (State Road 580) per Official Records Book 6077, Page 2135 of the Public Records of Pinellas County, Florida; thence, N.89°11'10"E., along said south right-of-way line, 226.28 feet; thence, leaving said south right-of-way line, S.00°53'18"E., 193.99 feet; thence, S.89°06'40"E., 26.88 feet; thence, S.48°38'18"E., 75.00 feet to the northwesterly right-of-way line of Main Street; thence, S.41°21'42"W., along the northwesterly right-of-way line of Main Street, 139.01 feet to the Point of Beginning.

Containing 1.316 acres more or less.

CITY OF DUNEDIN - DUNEDIN GATEWAY

LOT 4

BOUNDARY PLAN AND DESCRIPTION

DUNEDIN

PINELLAS COUNTY

FLORIDA

PREPARED FOR:
MR. ROBERT IRONSMITH
 ECONOMIC DEVELOPMENT
 AND HOUSING DIRECTOR
 CITY OF DUNEDIN
 737 LOUDEN AVENUE
 DUNEDIN, FLORIDA 34698
 Phone: (727) 298-3204



LLOVERAS, BAUR & STEVENS

ENGINEERS - SURVEYORS - PLANNERS

#LB 0000208

29228 U.S. HIGHWAY 19 N.

CLEARWATER, FLORIDA 33761

Phone: (727) 784-3965

Fax: (727) 784-8153

REVISIONS	DRAWN BY: KB	JOB No. 35808 2 OF 2
	CHECKED BY: RO	
	APPROVED BY:	
	DATE: 5-15-13	

BOUNDARY PLAN AND DESCRIPTION

DESCRIPTION:

A parcel of land lying in Section 27, Township 28 South, Range 15 East, City of Dunedin, Pinellas County, Florida, described as follows:

Begin at the most easterly corner of Lot 29, MAIN STREET SUBDIVISION according to the Plat thereof recorded in Plat Book 17, Page 20 of the Public Records of Pinellas County, Florida and run N.41°41'54"W., along the northeast lot line of said Lot 29, 110.01 feet to the north boundary line of said MAIN STREET SUBDIVISION; thence, leaving said northeast lot line, S.89°29'31"W., along said north boundary line, 70.08 feet; thence, leaving said north boundary line, N.01°46'28"W., along the east boundary line of SARA J. LEWIS SUBDIVISION, according to the Plat thereof recorded in Plat Book 3, Page 5 of the Public Records of Pinellas County, Florida, 150.66 feet; thence, leaving said east boundary line of SARA J. LEWIS SUBDIVISION, along a curve to the right, having a radius of 131.00 feet, an arc length of 103.81 feet, a chord length of 101.12 feet and a chord bearing of N.20°55'53"E.; thence, N.43°38'04"E., 29.51 feet; thence, N.30°35'57"E., 42.54 feet; thence, along a curve to the left, having a radius of 69.50 feet, an arc length of 39.29 feet, a chord length of 38.77 feet and a chord bearing of N.14°24'24"E.; thence, N.01°47'10"W., 139.60 feet; thence, N.32°29'27"W., 11.75 feet to the south right-of-way line of Skinner Boulevard (State Road No. 580) per Official Records Book 6077, Page 2135 of the Public Records of Pinellas County, Florida; thence, N.89°11'10"E., along the said south right-of-way line of Skinner Boulevard, 56.01 feet; thence, leaving said south right-of-way line, S.43°42'26"W., 14.02 feet; thence, S.01°47'10"E., 138.92 feet; thence, along a curve to the right, having a radius of 109.50 feet, an arc length of 52.42 feet, a chord length of 51.92 feet and a chord bearing of S.11°55'41"W.; thence, S.19°11'16"W., 52.61 feet; thence, S.30°35'52"W., 33.78 feet; thence, along a curve to the left, having a radius of 147.50 feet, an arc length of 194.06 feet, a chord length of 180.36 feet and a chord bearing of S.07°05'23"E.; thence, S.44°46'43"E., 112.18 feet to the northwesterly right-of-way line of Main Street; thence, S.41°21'42"W., along said northwesterly right-of-way line, 19.51 feet to an angle point of said right-of-way line; thence, S.48°18'06"W., along said northwesterly right-of-way line, 30.83 feet to the Point of Beginning.

Containing 0.769 acres more or less.

CITY OF DUNEDIN
DUNEDIN GATEWAY
BOUNDARY PLAN AND DESCRIPTION
MILWAUKEE AVENUE PARCEL

DUNEDIN

PINELLAS COUNTY

FLORIDA

PREPARED FOR:
MR. ROBERT IRONSMITH
 ECONOMIC DEVELOPMENT
 AND HOUSING DIRECTOR
 CITY OF DUNEDIN
 737 LOUDEN AVENUE
 DUNEDIN, FLORIDA 34698
 Phone: (727) 298-3204



LLOVERAS, BAUR & STEVENS

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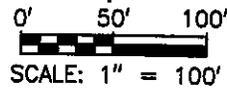
Fax: (727) 784-8153

REVISIONS	DRAWN BY: KB	JOB No.
	CHECKED BY: RO	35808
	APPROVED BY:	2 OF 2
	DATE: 5-15-13	

BOUNDARY PLAN AND DESCRIPTION

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST

**SKINNER BOULEVARD
(STATE ROAD 580)**
(PUBLIC RIGHT-OF-WAY WIDTH VARIES)



BASIS OF BEARINGS
N.89°11'10"E.
87.61'

SOUTH RIGHT-OF-WAY LINE OF SKINNER BOULEVARD (STATE ROAD 580) PER O.R. BOOK 6077, PAGE 2135

S.32°29'27"E.
11.75'

WELLINGTON PLACE TOWNHOUSE COMMUNITY
PLAT BOOK 127, PAGES 82 & 83
EAST BOUNDARY LINE OF WELLINGTON PLACE TOWNHOUSE COMMUNITY
338.33'
N.01°46'28"W.

POINSETTA HEIGHTS
PLAT BOOK 4, PAGE 25
S.01°47'10"E.
139.60'

RADIUS = 69.50'
ARC = 39.29'
CHORD = 38.77'
C.B. = S.14°24'24"W.

MILWAUKEE AVENUE

S.30°35'57"W.
42.54'

S.43°38'04"W.
29.51'

RADIUS = 131.00'
ARC = 103.81'
CHORD = 101.12'
C.B. = S.20°55'53"W.

SARA J. LEWIS SUBDIVISION
PLAT BOOK 3, PAGE 5
EAST BOUNDARY LINE OF SARA J. LEWIS SUBDIVISION

N.01°46'28"W.
150.66'

NORTHWESTERLY RIGHT-OF-WAY LINE OF MAIN STREET

S.89°29'31"W.
70.08'

NORTH BOUNDARY LINE OF MAIN STREET SUBDIVISION

MAIN STREET SUBDIVISION
PLAT BOOK 17, PAGE 20
N.4°11'54"W.
110.07'
LOT 28
N.4°11'54"W.
110.07'
THE MOST EASTERLY CORNER OF LOT 29
P.O.C.

MAIN STREET
(PUBLIC RIGHT-OF-WAY WIDTH VARIES)

PREPARED FOR:
MR. ROBERT IRONSMITH
ECONOMIC DEVELOPMENT AND HOUSING DIRECTOR
CITY OF DUNEDIN
737 LOUDEN AVENUE
DUNEDIN, FLORIDA 34698
Phone: (727) 298-3204

ABBREVIATION LEGEND	
C	= CENTERLINE
O.R.	= OFFICIAL RECORDS
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT

CITY OF DUNEDIN - DUNEDIN GATEWAY

LOT 1

BOUNDARY PLAN AND DESCRIPTION

DUNEDIN

PINELLAS COUNTY

FLORIDA

APPROVED BY:



SANDY LLOVERAS
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. LS 1762
THIS IS NOT A BOUNDARY SURVEY



LLOVERAS, BAUR & STEVENS
ENGINEERS - SURVEYORS - PLANNERS
#LB 0000208
29228 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33761
Phone: (727) 784-3965 Fax: (727) 784-8153

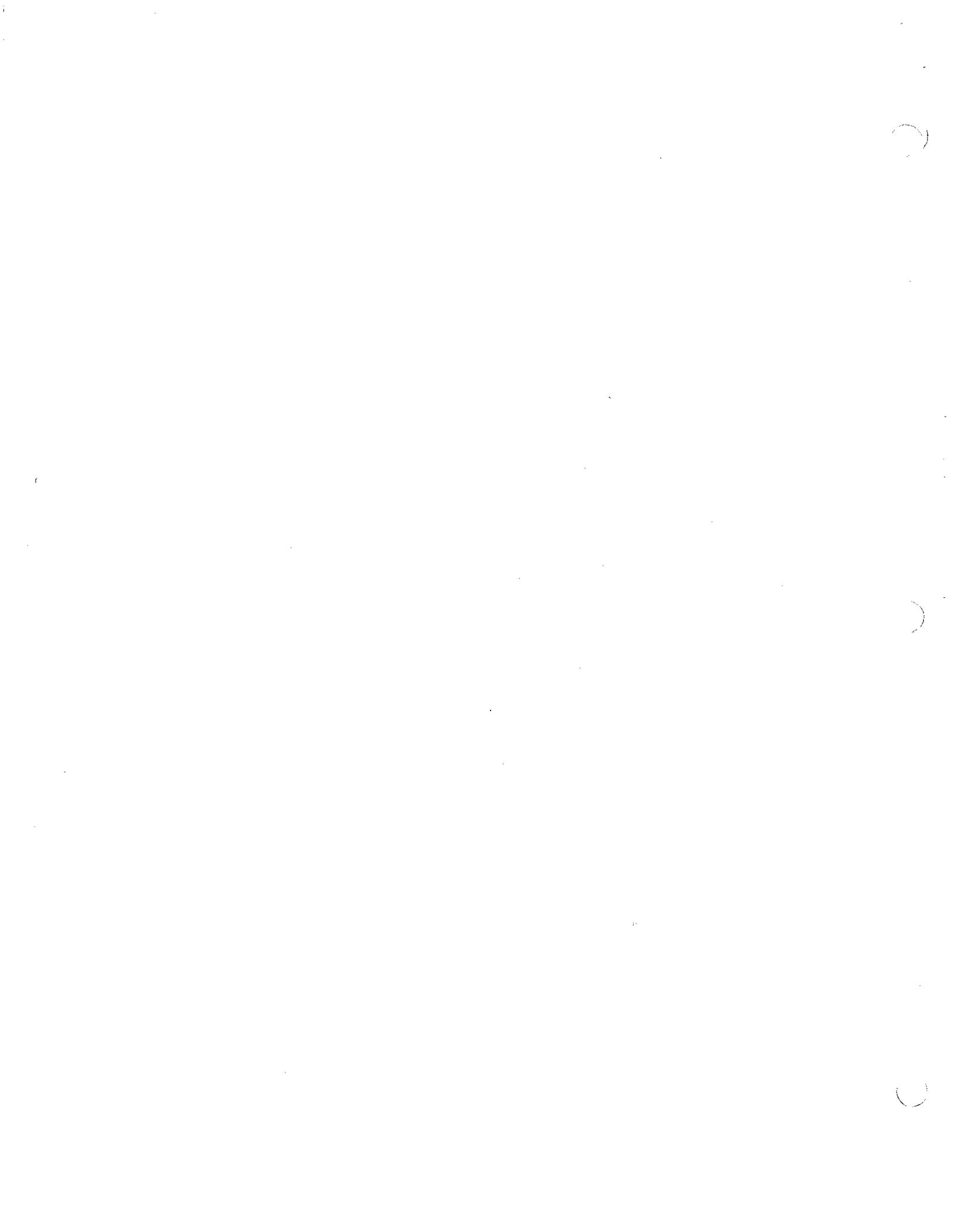
REVISIONS

	DRAWN BY: KB	JOB No.
	CHECKED BY: RO	35808
	APPROVED BY:	
	DATE: 5-15-13	
	SCALE: 1" = 100'	

JOB No.
35808
1 OF 2

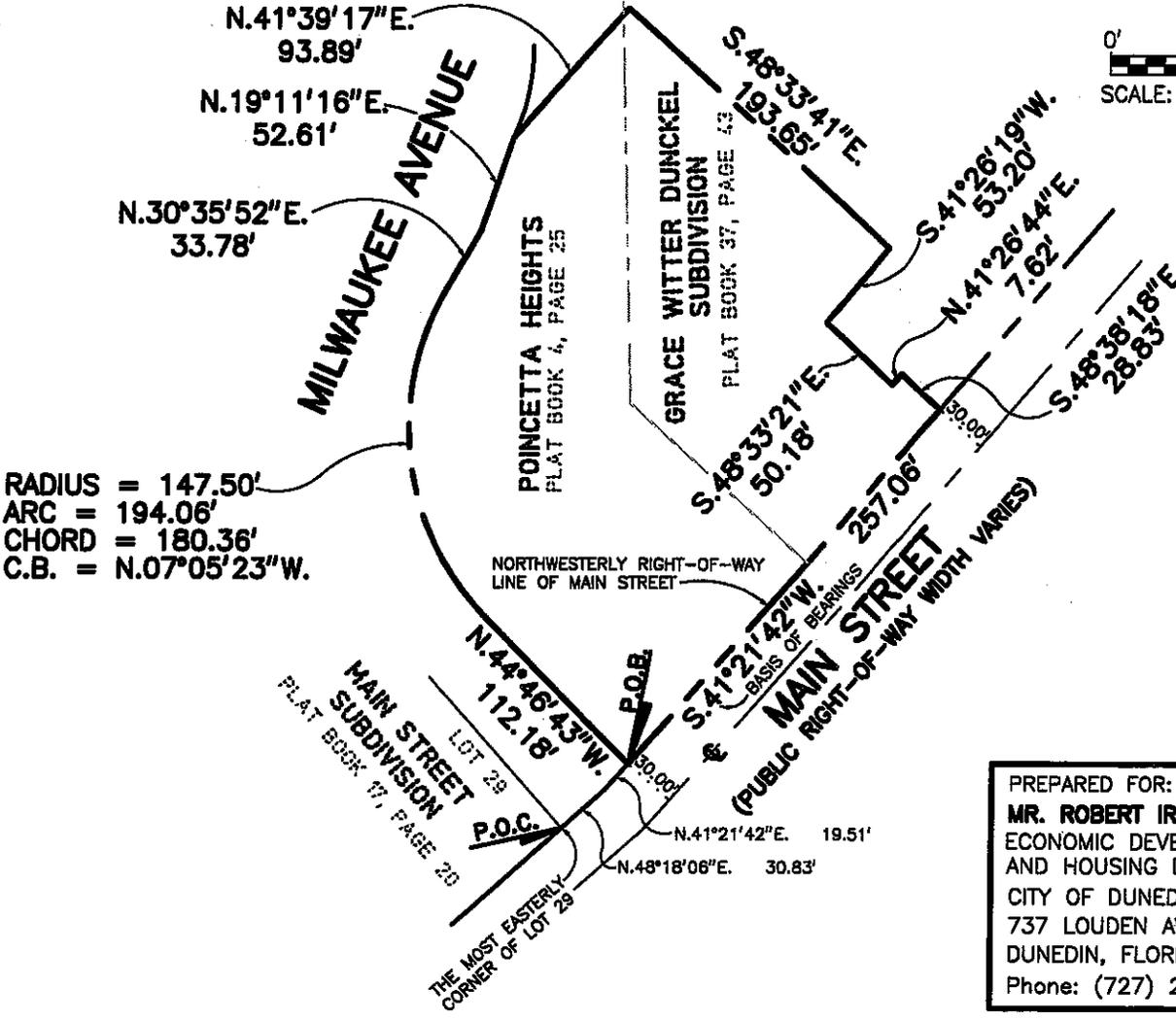
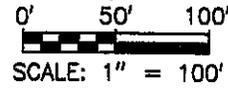
BOUNDARY PLAN AND DESCRIPTION

DEVELOPER: LDO 13-51.02/C



SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST

N



RADIUS = 147.50'
 ARC = 194.06'
 CHORD = 180.36'
 C.B. = N.07°05'23\"W.

PREPARED FOR:
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ABBREVIATION LEGEND	
☉	= CENTERLINE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT

CITY OF DUNEDIN – DUNEDIN GATEWAY

LOT 2

BOUNDARY PLAN AND DESCRIPTION

DUNEDIN PINELLAS COUNTY FLORIDA

APPROVED BY:



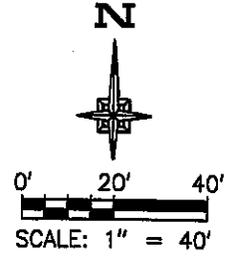
SANDY LLOVERAS
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. LS 1762
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REVISIONS	DRAWN BY: KB	JOB No.
	CHECKED BY: RO	35808
	APPROVED BY:	
	DATE: 5-15-13	
	SCALE: 1" = 100'	1 OF 2

BOUNDARY PLAN AND DESCRIPTION

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST



THE MOST NORTHERLY CORNER OF LOT 2

LOT 3
GRACE WITTER DUNCKEL
SUBDIVISION
PLAT BOOK 37, PAGE 43

N.00°53'18"W. 118.99'

LOT 4
GRACE WITTER DUNCKEL
SUBDIVISION
PLAT BOOK 37, PAGE 43
NORTHEASTERLY LOT
LINE OF LOT 2
S.48°38'18"E.

EASTERLY LOT
LINE OF LOT 3

LOT 5
174.90'

LOT 2
GRACE WITTER DUNCKEL
SUBDIVISION
PLAT BOOK 37, PAGE 43

SOUTHEASTERLY
CORNER OF LOT 3

SOUTH LOT LINE
OF LOT 3

S.89°06'40"W.
26.88'

SOUTHWESTERLY LOT
LINE OF LOT 2

LOT 1

GRACE WITTER DUNCKEL
SUBDIVISION
PLAT BOOK 37, PAGE 43

N.48°38'18"W.
75.00'

P.O.B.

THE MOST SOUTHERLY
CORNER OF LOT 2

S.41°21'42"W.
70.00'

BASIS OF BEARINGS

MAIN STREET
(PUBLIC RIGHT-OF-WAY WIDTH VARIES)

THE MOST EASTERLY
CORNER OF LOT 2

NORTHWESTERLY RIGHT-OF-WAY
LINE OF MAIN STREET

PREPARED FOR:
MR. ROBERT IRONSMITH
ECONOMIC DEVELOPMENT
AND HOUSING DIRECTOR
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ABBREVIATION LEGEND	
⊕	= CENTERLINE
P.O.B.	= POINT OF BEGINNING

CITY OF DUNEDIN – DUNEDIN GATEWAY

LOT 3

BOUNDARY PLAN AND DESCRIPTION

DUNEDIN

PINELLAS COUNTY

FLORIDA

APPROVED BY:

SANDY LLOVERAS
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. LS 1762
THIS IS NOT A BOUNDARY SURVEY

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	APPROVED BY:	
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	SCALE: 1" = 40'	1 OF 2

BOUNDARY PLAN AND DESCRIPTION

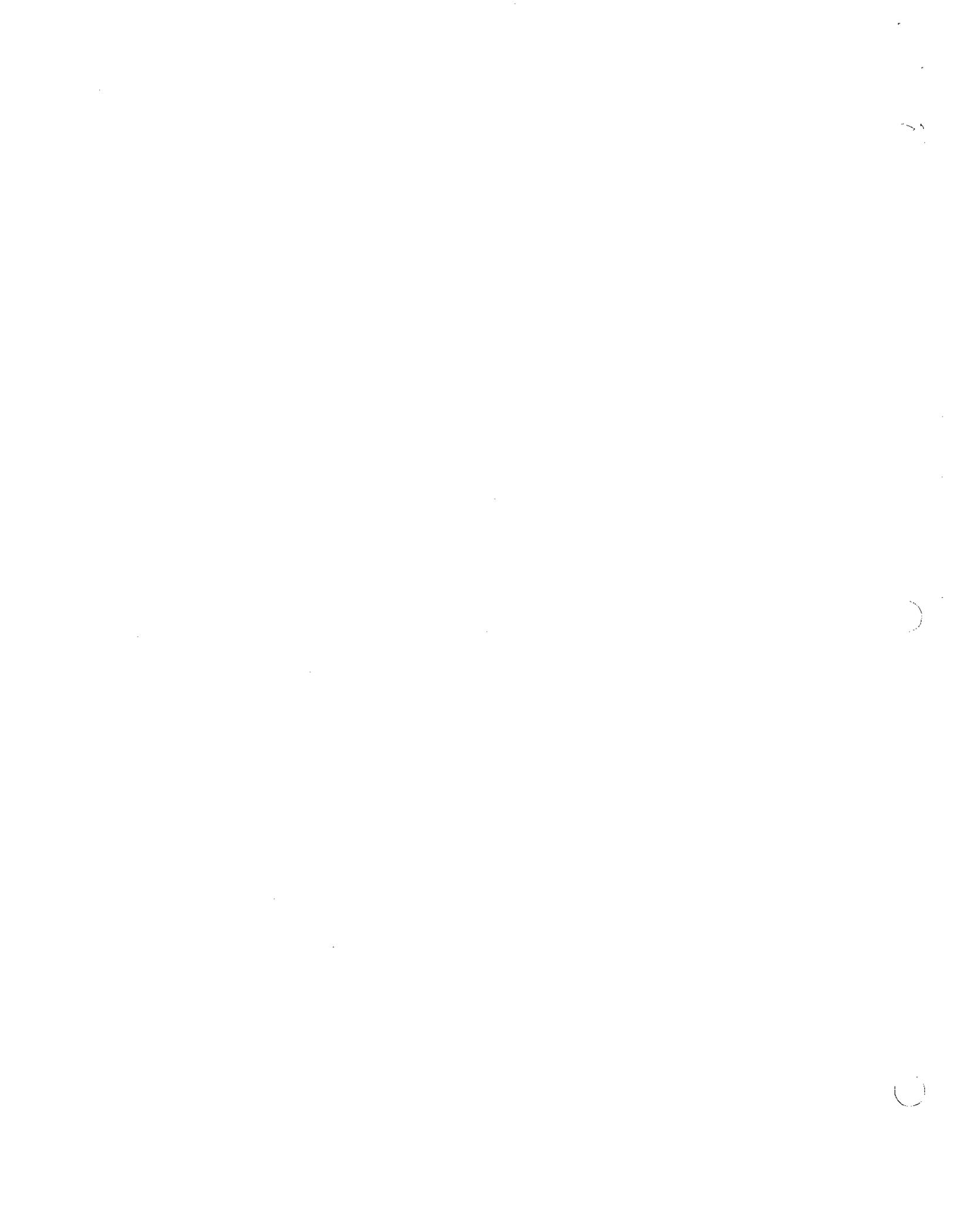
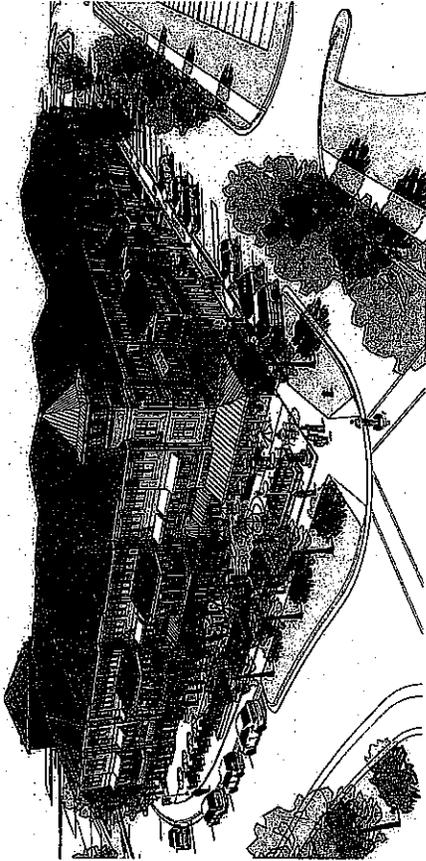
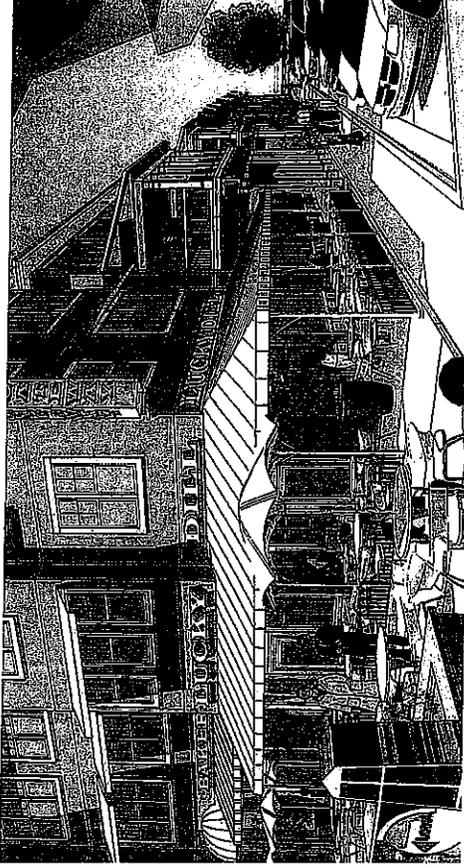


Exhibit "C"
Architectural Renderings
Dated June 6, 2013

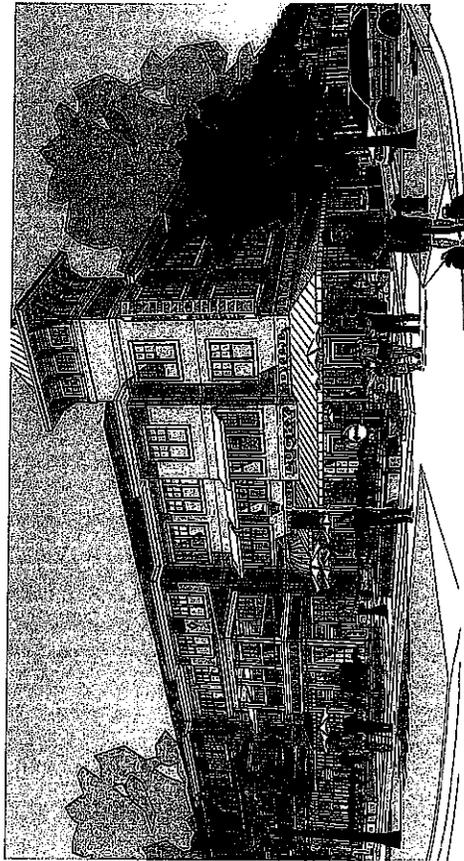
View looking North across Main Street



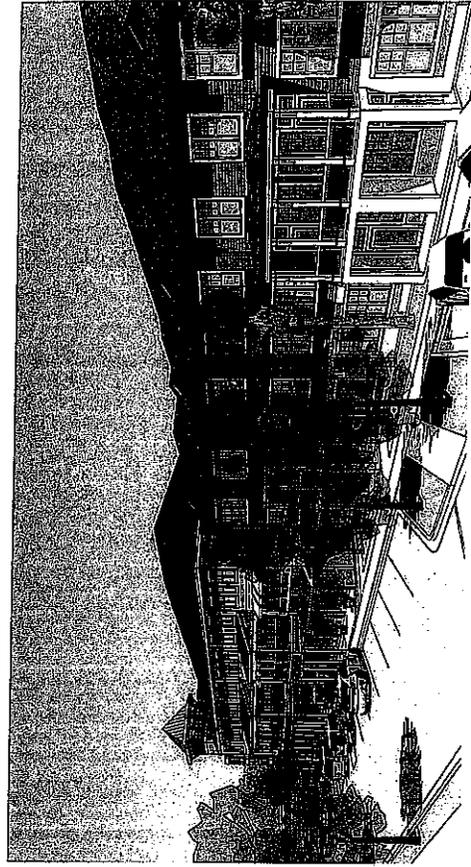
Close-up of Retail Space



Main Street Facade



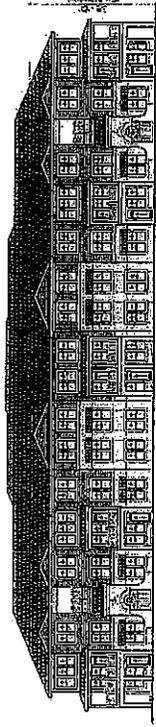
View looking Southwest on Main Street



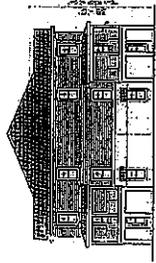
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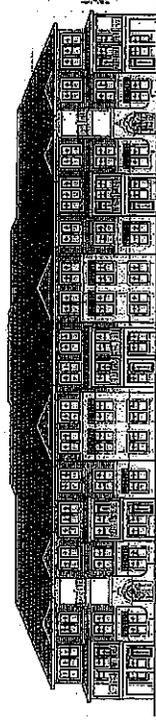
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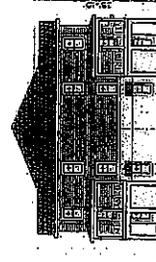
2 BUILDING B - REAR ELEVATION



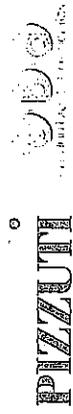
2 BUILDING B - LEFT ELEVATION



2 BUILDING B - FRONT ELEVATION



2 BUILDING B - RIGHT ELEVATION



6 JUNE 2013
ARCHITECTURAL ELEVATIONS BUILDING B
DUNEDIN GATEWAY
Dunedin, Florida

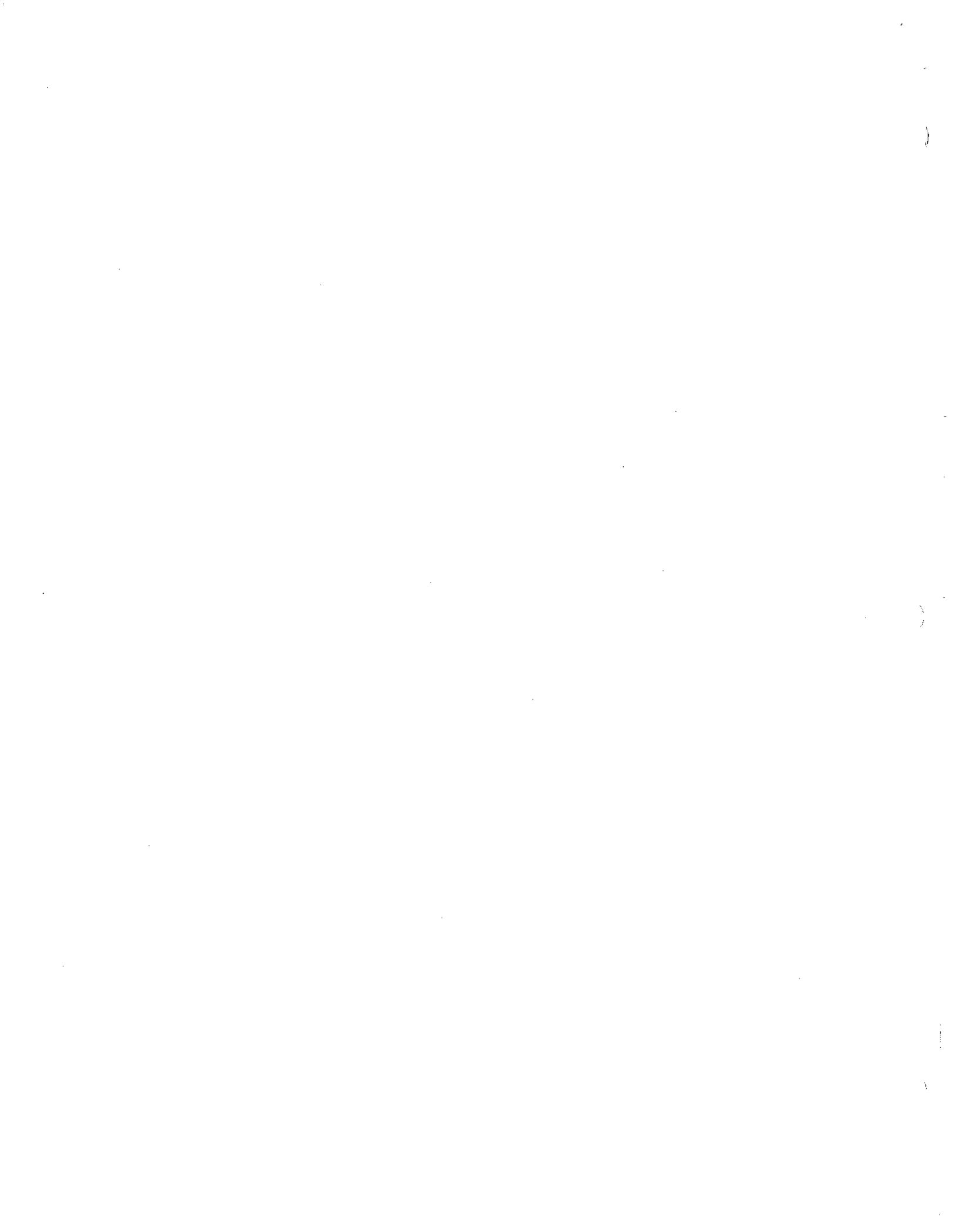
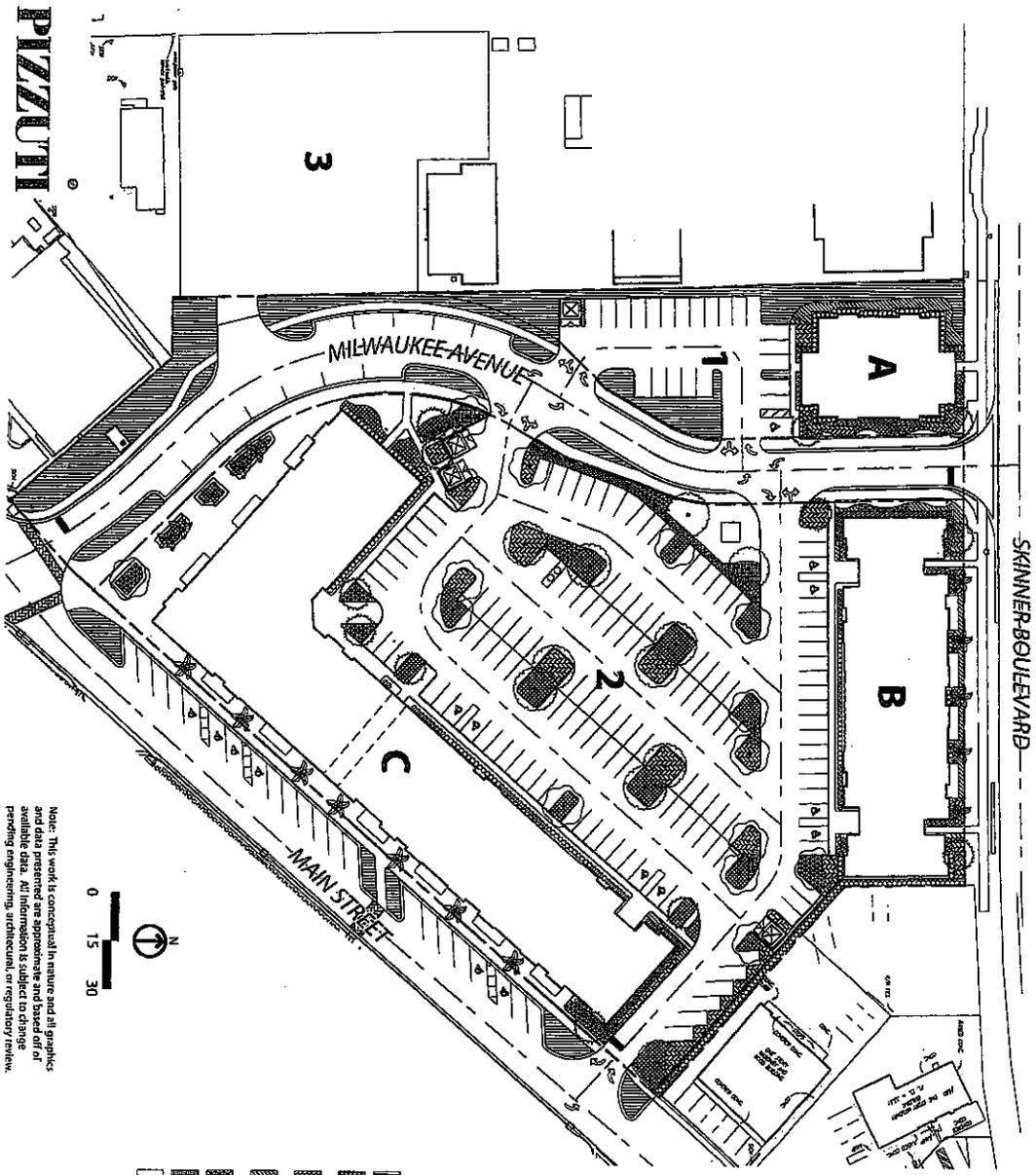


Exhibit "D"
Final Site Plan
Dated July 25, 2013



Note: This work is conceptual in nature and all graphics and data presented are approximate and based off of available data. All information is subject to change pending engineering, architectural, or regulatory review.

SITE DATA*

Open Space Provided: ± 0.99 Acres (± 33 % of site)
 Total Landscaped Area: ± 0.64 Acres (± 15 % of site)
*Excludes ± 0.82 Acres of Parcel 3 - Calculated using ± 3.63 Acres

PARKING LOT LANDSCAPING

Parking Landscaped Area: ± 10,333 Square Feet
 Total Parking Area: ± 76,759 Square Feet
 Percent Landscaped: ± 13.5 %

PERIMETER LANDSCAPE BUFFERS*

LOCATION	REQUIRED	PROVIDED
Skinner Boulevard	None	5' Min.
Milwaukee Boulevard	None	None
Main Street	None	None
Eastern Perimeter	None	5' Min.
Western Perimeter	None	5' Min.

PLANT PALETTE

SYM	MATERIAL	QTY	SIZE/SPACING
○	Live Oak	10	1'4" Min. Ht., 3'0" B.H./ As shown on plan
○	Sweet Gum/	15	10' Min. Ht., 2'0" B.H./ As shown on plan
○	S. Magnolia/		
○	S. Red Cedar		
○	Yucca Palm/	12	8' Min. Ht., 1'5" O.B.H./ As shown on plan
○	Croton Myrtle		
○	Sabal Palm	17	8' Min. Clear Trunk/ As shown on plan
○	Podocarpus/	141/	3' Gal., 24" Min. Ht. Full/24" O.C.
○	Arbovitae/	142/206	3' Gal., 24" Min. Ht. Full/24" O.C.
■	Existing Landscaping		
■	Muhly Grass/	1,033	1 Gal., 12" Min. Ht. Full/24" O.C.
■	Flaxbush/Puntalago		
■	Indian Hawthorne/	1,124	3 Gal., 24" Min. Ht. Full/24" O.C.
■	Dwarf Yucca Palm		
■	Arctic Jasmine/	1,919	1 Gal., Full/18" O.C.
■	Geonit		
■	African Bulbine/	589	1 Gal., Full/24" O.C.
■	Puntalago		
■	Flax Lily/Lilippe	303	1 Gal., 12" Min. Ht., Full/ 18" O.C.
■	St. Augustine Seed	2300 sf	

GREEN SPACE PLAN
DUNEDIN GATEWAY
 Duneedin, Florida
 JULY 25 2013

Exhibit "G"
Jernigan Parcel

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST

DESCRIPTION:

A portion of Lots 13 and 14, SARA J. LEWIS SUBDIVISION as recorded in Plat Book 3, Page 5 of the Public Records of Pinellas County, Florida, described as follows:

Commence at the most northeasterly corner of Lot 28, MAIN STREET SUBDIVISION, as recorded in Plat Book 17, Page 20 of the Public Records of Pinellas County, Florida and run S.89°29'31"W., along the north boundary line of said Plat, 36.85 feet; thence, N.01°46'28"W., 4.64 feet for a Point of Beginning; thence S.89°04'54"W., along the south boundary line of said Lot 13 and Lot 14, 161.37 feet; thence, N.01°32'14"W., 189.91 feet; thence, N.89°11'53"E., 78.63 feet to the west boundary line of WELLINGTON PLACE TOWNHOUSE COMMUNITY, as recorded in Plat Book 127, Pages 82 and 83 of the Public Records of Pinellas County, Florida; thence, S.01°32'14"E., along said west boundary line, 43.74 feet; thence, leaving said west boundary line, N.89°04'54"E., along the south boundary line of said WELLINGTON PLACE TOWNHOUSE COMMUNITY, 82.14 feet to the west boundary line of POINCETTA HEIGHTS, as recorded in Plat Book 4, Page 25 of the Public Records of Pinellas County, Florida; thence, S.01°46'28"E., along said west boundary line, 146.02 feet to the Point of Beginning.

Containing 0.619 acres more or less.

CITY OF DUNEDIN – DUNEDIN GATEWAY

LOT 5

BOUNDARY PLAN AND DESCRIPTION

DUNEDIN

PINELLAS COUNTY

FLORIDA

PREPARED FOR:
MR. ROBERT IRONSMITH
 ECONOMIC DEVELOPMENT
 AND HOUSING DIRECTOR
 CITY OF DUNEDIN
 737 LOUDEN AVENUE
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LLOVERAS, BAUR & STEVENS

ENGINEERS – SURVEYORS – PLANNERS

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REVISIONS

	DRAWN BY: KB	JOB No.
	CHECKED BY: RO	35808
	APPROVED BY:	
	DATE: 5-15-13	

2 OF 2

BOUNDARY PLAN AND DESCRIPTION

Exhibit "F"
Restrictive Covenant

This Exhibit intentionally left blank.

