

ORDINANCE 14-09

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUNEDIN AND VICTORIA PLACE, LLC; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City of Dunedin and Victoria Place, LLC have entered into and concluded negotiations of a development agreement pertaining to and setting forth the terms and conditions for the development of certain parcels located at 200 Main Street, Dunedin, Florida; and

WHEREAS, the City Commission approved the Development Agreement after having considered it at two public hearings; and

WHEREAS, Victoria Place, LLC, a Florida limited liability company, approved the Development Agreement and authorized the signing of the Development Agreement on behalf of Victoria Place, LLC; and

WHEREAS, the City Commission wishes to authorize the Mayor of the City to sign the said Development Agreement with Victoria Place, LLC; 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 Mayor is authorized to execute the Development Agreement between the City of Dunedin and Victoria Place, LLC as attached hereto and incorporated herein.

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 5th day of June, 2014.



Dave Eggers
Mayor

ATTEST:



Denise M. Schlegel
City Clerk

READ FIRST TIME AND PASSED: May 1, 2014

READ SECOND TIME AND ADOPTED: June 5, 2014

DEVELOPMENT AGREEMENT

JUNE THIS AGREEMENT (the "Agreement") made and entered into this 5th day of JUNE, 2014, by and between the **CITY OF DUNEDIN**, a municipal corporation of the State of Florida (hereinafter referred to as "City") and **VICTORIA PLACE, LLC**, a Florida limited liability company authorized to transact business in the State of Florida (hereinafter referred to as "Developer").

RECITALS:

- A. 200 Main Street, LLC, a Florida limited liability company, is the fee simple owner of that certain property located at 200 Main Street as more particularly described in Exhibit "A," attached hereto and made part hereof ("Property").
- B. The Property has a future land use category of Community Redevelopment District ("CRD") and a zoning category of Downtown Core ("DC").
- C. Developer desires to develop the Property with a maximum of 10,000 sq. ft. of commercial use and up to 30 residential units (hereinafter referred to as the "Project"), as more particularly shown on Exhibit "B" attached hereto and made part hereof ("Final Design Review").
- D. The Project includes the following public benefits:
 - a. The Developer will utilize public art in a sculpture garden designated on the southeast corner of the Property. This area shall include paver sidewalk, landscaping, benches, bike racks and two to four stations for art displays that are approved by the City Commission consistent with the City's Public Art Program.
 - b. The Developer shall provide a Courtyard at the entrance to the residential area which will remain open to the general public and include appropriate landscaping and hardscaping. The area shall include one to three stations for art displays that are approved by the City Commission consistent with the City's Public Art Program.
 - c. The Developer will make improvements to and adjacent to the public right-of-way of Victoria Drive, which include: (i) relocation of the dumpster across Victoria Drive that currently services the Best Western Motel and removal of the shuffleboard courts and relocate the existing fence to the hotel property line; (ii) landscaping along Victoria Drive for the depth of the Project; (iii) construction of nine (9) parking spaces as shown on the Final Design Review; (iv) construction of a new sidewalk along the eastern right-of-way of Victoria Drive as shown on the Final Design Review; and (v) burying overhead electrical lines along Victoria Drive which are currently located on the eastern side of Victoria Drive.

RE-RECORDED TO INCLUDE Exhibits A, B & C

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2014171401 06/17/2014 at 10:04 AM
OFF REC BK: 18436 PG: 369-383
DocType:AGM RECORDING: \$129.00

d. The Developer will make improvements to and adjacent to the public right of way of Main Street which include: (i) removal of vehicular access drives on Main Street and replace with new curbs, sidewalks and landscaping to match existing; (ii) removal of brick retaining wall along the edge of Main Street right-of-way/Property, as required to be consistent with the Final Design Review; and (ii) relocation of foxtail palm trees located on the southern edge of the property adjacent to Main Street as shown on the plans submitted.

E. The City has determined that the Final Design Review, as described herein is consistent with the City's Comprehensive Plan and the City's Land Development regulations.

F. The following development rights are hereby approved pursuant to this Agreement on the Property consistent with the Final Design Review:

SITE DATA TABLE

Category	Allowed/Required By City Code	Proposed
Zoning	Downtown Core (DC)	Downtown Core (DC)
Future Land Use	Community Redevelopment District (CRD)	Community Redevelopment District (CRD)
Usage	Mixed Use (Retail/Residential)	Mixed Use (Retail/Residential)
Lot Area	None	1.27 Acres
Gross Floor Area (Sq. ft.)	None	92,928 Sq. ft.
Setbacks:		
Front (Main Street)	None	0.5'
Front, Secondary (Victoria Drive)	None	0.5'
Side (North)	None	1.5'
Side (East)	None	1.5'
Rear	None	1.5'
	None	1.5'
Building Height	35' to 52'	52'

Impervious Surface Area - ISR	.85	.85
Parking / Handicap Parking	55 spaces	77 standard spaces 2 handicap accessible spaces

NOW THEREFORE, 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 are 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:

THE AGREEMENT BETWEEN THE PARTIES:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference as fully enforceable agreements and representations by the parties hereto.
2. Authority. This Agreement is authorized by Section 163.3220, et seq. F.S. (2013) and the Land Development Code of the City.
3. Effective Date. This Agreement shall be effective upon:
 - a. Proper recordation in the public records of Pinellas County, Florida within fourteen (14) days after the City approves the execution of this Agreement;
 - b. After the time tolled during any appeals period or litigation and appeal challenging this Agreement or challenging other matters affecting the purpose, content, or the right of the Developer or City to develop the Property as contemplated hereby.

This Agreement shall continue in effect until terminated, as defined herein, but for a period not to exceed ten (10) years.

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.

This Agreement shall be superior to any mortgages, liens or other rights of third persons. Any mortgages or liens or encumbrances on the Property created contemporaneously or after the effective date of this Agreement shall be subject to and subordinate to the terms of this Agreement.

4. Third Party Rights. The parties represent, to their respective best knowledge, that nothing herein is barred or prohibited by any other contractual agreement to which it is a party, or by any Statute or rule of any governmental agency, or any third party's rights or by the rights of contract vendees, lien holders, mortgage holders or any other party with a direct or contingent interest in the Property, whether legal or equitable.

5. Law and Ordinance Compliance. The City finds that development of the Property is consistent with the terms of this Agreement, is consistent with the City Comprehensive Plan and the Code. The ordinances, policies and procedures of the City concerning development of the Property that are in existence as of the approval of this Agreement shall govern the development of the Project, and the same shall be in compliance with the applicable regulations of County, State and Federal agencies. No subsequently adopted ordinances, policies, or procedures shall apply to the Project except in accordance with the provisions of Section 163.3233(2), Florida Statutes (2013). Notwithstanding the foregoing, the City shall have the absolute discretion to amend and/or adopt life safety codes such as but not limited to fire codes, that may conflict with the provisions herein or may impose additional burdens on the Developer as is otherwise authorized by State Statutes or the regulations of governmental administrative agencies, provided that such life safety codes retroactively apply to all development similar to the Project in the City. The parties agree that 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. Failure of this Agreement to address a particular permit, condition, term, restriction, or to require a development permission shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions in any matter or thing required under existing Ordinances of the City or regulations of any other governmental agency, or any other entity having legal authority over the Property. Except as provided in this Agreement, all applicable impact fees, development review fees, building permit fees and all other fees of any type or kind shall be paid by Developer in accordance with their terms and in such amount applicable as they become due and payable.

6. 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 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 implementation 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.

7. 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.

8. Scope of Project. The Property shall be developed in substantial conformance with the Final Design Review (Exhibit "B") as may be modified by the requirements of other state and county governmental agencies having jurisdiction over the development of the Property. Except as may be authorized by the parties hereto, any material deviation from the commitments made by the parties herein shall require an amendment to this Agreement.

The Project shall consist of the following:

- a. Up to 30 Attached Residential units and up to 10,000 sq. ft. of Commercial space;
 - b. 79 parking spaces; 67 shall be located on the Property and 9 shall be located along Victoria Drive Right-of-Way as shown on the Final Design Review;
 - c. A height of no more than 52 feet as measured from BFE Elevation 12 ft. including a first floor height of 13.5 ft. as shown on the Final Design Review;
 - d. The design of the Project as represented in Exhibit "B," is consistent with the Code except as stated herein.
9. Developer's Obligations.
- a. The obligations under this Agreement shall be binding upon and the benefits of this Agreement shall inure to the Developer, its successors in interests or assigns. At the time of development of the Property, the Developer will submit

such applications and documentation as are required by law and shall comply with the City's Code applicable at the time of building permit review.

- b. Developer shall construct the vertical mixed use Project consistent with the Final Design Review and all required City approvals.
- c. Public Infrastructure. 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 which are shown on the Final Design Review, 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:
 - i. Victoria Drive Improvements.
 - (1) New landscaping as shown on the Greenscape Plan attached hereto and made part hereof as Exhibit "C" ("Greenscape Plan");
 - (2) Construct nine (9) public parking spaces as shown on the Final Design Review and provide a parking easement to the City;
 - (3) New brick paver sidewalk adjacent to or within the eastern right-of-way of Victoria Drive as shown on Final Design Review, and provide a sidewalk easement to the City as needed;
 - (4) Repaving of Victoria Drive from Main Street to northern end of Property pursuant to City engineering standards; and
 - (5) Bury overhead electrical lines along Victoria Drive which are currently located on the eastern side of Victoria Drive.
 - (6) Maintenance agreement requiring the Developer to maintain landscaping installed by the Developer within the Victoria Drive right of way in perpetuity.
 - ii. Main Street Improvements.
 - (1) Remove vehicular access drives on Main Street and replace with new curbs, brick paver sidewalks, and landscaping to match existing;
 - (2) Remove brick retaining wall along edge of Main Street right-of-way/Property, as required to be consistent with Final Design Review; and
 - (3) Relocate foxtail palm trees located on southern edge of property adjacent to Main Street as shown on Greenspace Plan.
- d. Public Art. The Developer shall utilize public art in a sculpture garden designated on the southeast corner of the Property and provide a public easement for this

space and for the courtyard area identified on the Final Design Review plan. These areas shall include paver sidewalk, landscaping, benches, bike racks and a total of three to five art display stations as approved by the City in conjunction with the City's Public Art Program.

- e. Parking. Developer shall provide a total of seventy nine (79) parking spaces for the Project. The equivalent of twenty-five parking spaces shall be required for the retail use ("Retail Parking Requirement"). The Retail Parking Requirements shall be fulfilled by Developer as follows: (i) ten (10) parking spaces within the parking structure; (ii) nine (9) spaces on Victoria Drive as shown on the Final Design Review; and (iii) payment of \$2500/space for six (6) retail parking spaces (total of \$15,000) to the City's parking fund.

10. Public Facilities.

- a. Potable water is available from the City. The Developer shall be responsible for all necessary main extensions and applicable connection fees.
- b. Sewer service is currently provided by the City. The Developer shall be responsible for all necessary main extensions and applicable connection fees.
- c. Fire protection from the City.
- d. Drainage facilities for the Property will be provided by the Developer at the Developer's sole expense.
- e. All improvements associated with the public facilities identified herein shall be completed prior to the issuance of any certificate of occupancy.

11. Obligations of the City.

- a. The City shall promptly process site and construction plan applications for the Property that are consistent with the Comprehensive Plan and the Final Design Review and that meet the requirements of the Code.
- b. The final effectiveness of the Agreement is subject to:
 - i. The provisions of Chapters 163 and 166, Florida Statutes, as they may govern such amendments; and
 - ii. The expiration of any appeal periods or, if an appeal is filed, at the conclusion of such appeal.
 - iii. Release of Sidewalk Easement recorded in O.R. Book 17299, Pages 2074 through 2076, and modifications to the public right-of-way as referenced herein.

iv. Modification of the Use Permit between the City of Dunedin and European Management Services, Inc. dated August 8, 1991.

12. Permits. Development permits, which may need to be approved and issued, include, but are not limited to the following:

- a. City of Dunedin construction plan approvals, building permits, and certificates of occupancy.
- b. Southwest Florida Water Management District surface water management permit.
- c. Florida Department of Environmental Protection NPDES permit.
- d. Florida Department of Health drinking water permit.
- e. Florida Department of Environmental Protection wastewater collection permit.
- f. 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.

13. City Impact Fee Credits.

a. Project. 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 certain impact fee credits. The impact fee credits to be granted to Developer are:

(i) Park Land Dedication Fee Credit.

1. Fifty percent (50%) adjustment for residential project in the Downtown Core zoning district.
2. Ten percent (10%) credit for a vertical Mixed Use Development, as this Project has three floors of residential use above retail use.
3. Ten percent (10%) credit for high quality architecture as this Project will consist of coastal/Victorian architecture that complement and blend with the coastal and Victorian architectural styles found in Dunedin. The corner of Victoria Drive and Main Street will be designed as a focal point

with a wrapped retail area. The entry to the residential portion of the Project includes a courtyard at the transect of Main Street into the property.

4. Fifteen percent (15%) credit for the creation of a great public space which will be privately owned and maintained. The Developer will provide a sculpture garden on the southeast corner of the Property. The Developer will work with the City's public art committee to incorporate public art in the area for gathering between the downtown retail district and the marina. In addition, the Developer will provide enhanced landscaping along Main Street and Victoria Drive as described in the Final Design Review and Greenspace Plan. These spaces will be well lit, have sufficient benches or chairs, and include a friendly and welcoming atmosphere.

(ii) Transportation Impact Fee Credit. The transportation impact fee credit to be granted to the Developer is \$64,476 based upon a credit for 24 motel rooms and 29 apartments which were previously developed on the Property.

(iii) Any other impact fee credits that are authorized by the Code.

14. 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, and a copy of the recorded Agreement shall be submitted to the Florida Department of Economic Opportunity within fourteen (14) days after the Agreement is recorded. 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.

15. Agreement as Covenant. This Agreement shall constitute a covenant running with the Property for the duration hereof and shall be binding upon 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 and limit all present and future owners of the Property, and the City for the term hereof.

16. 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, as such, shall be superior to the rights of existing mortgagees, lien holders or other persons with a legal or equitable interest in the Property and this Agreement and the obligations and responsibilities arising hereunder as to the Developer shall be superior to the rights of said mortgagees or lien holders and shall not be subject to foreclosure under the terms of mortgages or liens entered into or recorded prior to the execution and recordation of this Agreement. The execution of this Agreement or the consent to this Agreement by any existing mortgage holder, lien holder or other persons having an encumbrance on the Property shall be deemed to be in agreement with the matters set forth in this paragraph.

17. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and no modification hereof shall be made except by written agreement executed with the same formality as this Agreement. The parties agree that there are no outstanding agreements of any kind other than are reflected herein and, except as is otherwise specifically provided herein, for the term of the Agreement the Property shall be subject to the laws, ordinances and regulations of the City of Dunedin as they exist as of the date of this Agreement. Any reference in this Agreement to "Developer" contemplates and includes the fee simple title owners of record of the Property their heirs, assigns or successors in title and interest. Any oral agreements, agreements created by written correspondence or any other matter previously discussed or agreed upon between the parties are merged herein.

18. Enforcement. The parties agree that either party may seek legal and equitable remedies for the enforcement of this Agreement, provided however that neither the City nor the Developer may seek or be entitled to any monetary damages from each other as a result of any breach or default of this Agreement. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorneys fees at mediation, trial and through any appellate proceedings.

Except as provided above, the parties agree that any legislative and quasi-judicial decisions, if any are required, by the City regarding the appropriate land use or other development regulations impacting the Property shall, in no event or under any conditions, give rise to a claim for monetary damages or attorney fees against the City and any claim for such damages or fees by the Developer or its successors or assigns are specifically waived.

19. Execution. The Developer represents and warrants that this Agreement has been executed by those persons with authority to execute consistent with their equitable title in the subject Property.

The City represents that the officials executing this Agreement on behalf of the City have the legal authority to do so, that this Agreement has been approved in accordance with the ordinances and Charter of the City and applicable State law, that appropriate approval of this Agreement has been received in a public hearing and that the City Commission of the City of Dunedin has authorized the execution of this Agreement by the appropriate City officials.

20. Severability. In the event that any of the covenants, agreements, terms, or provisions contained in this Agreement shall be found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity of the remaining covenants, agreements, terms, or provisions contained herein shall be in no way affected, prejudiced, or disturbed thereby.

21. 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.

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

23. 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 and its lenders 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.

24. 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, Airborne Express or similar overnight delivery services, addressed as follows:

To the Developer:

Victoria Place, LLC
2201 4th Street North, Ste 200
St. Petersburg, FL 33704
Attention: J. Michael Cheezem

To the City:

City of Dunedin
542 Main Street
Dunedin, FL 34698
Attention: Robert DiSpirito
City Manager

with copies to:

Katherine E. Cole, Esq.
Hill Ward Henderson
311 Park Place, Suite 240
Clearwater, FL 33756

Thomas J. Trask, Esq.
City Attorney
Trask, Metz & Daigneault, LLP
1001 South Ft. Harrison Avenue
Suite 201
Clearwater, FL 33756

Notice shall be deemed to have given upon receipt or refusal.

25. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors and assigns in interest to the parties of this Agreement.

26. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

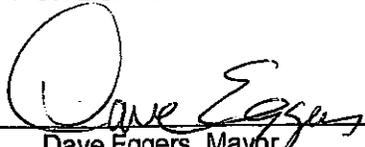
[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of the date first written above.

CITY OF DUNEDIN



Witness

By: 

Dave Eggers, Mayor



Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 6th day of JUNE, 2014 by Dave Eggers, Mayor of the City of Dunedin, who is personally known to me or who produced _____ as identification.

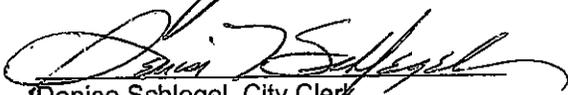




NOTARY PUBLIC, STATE OF FLORIDA

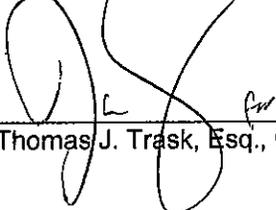


Robert DiSpirito, City Manager



Denise Schlegel, City Clerk

APPROVED AS TO FORM:



Thomas J. Trask, Esq., City Attorney

VICTORIA PLACE, LLC, a Florida limited liability company
By: JMC Victoria Place, Ltd., a Florida limited partnership, its manager
By: JMC Communities VP, Inc., a Florida corporation, its general partner

[Signature]
Witness
[Signature]
Witness

By: [Signature]
J. Michael Cheezem, CEO

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared J. Michael Cheezem, CEO of JMC Communities VP, Inc., a Florida corporation, as general partner of JMC Victoria Place, Ltd., a Florida limited partnership, as manager of Victoria Place, LLC, a Florida limited liability company who is personally known to me or who produced _____ as identification and, being first duly sworn, acknowledges that he has read the foregoing and that the same is true and correct, and that he is duly authorized to execute this Agreement on behalf of Victoria Place, LLC, this 5th day of June, 2014.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA





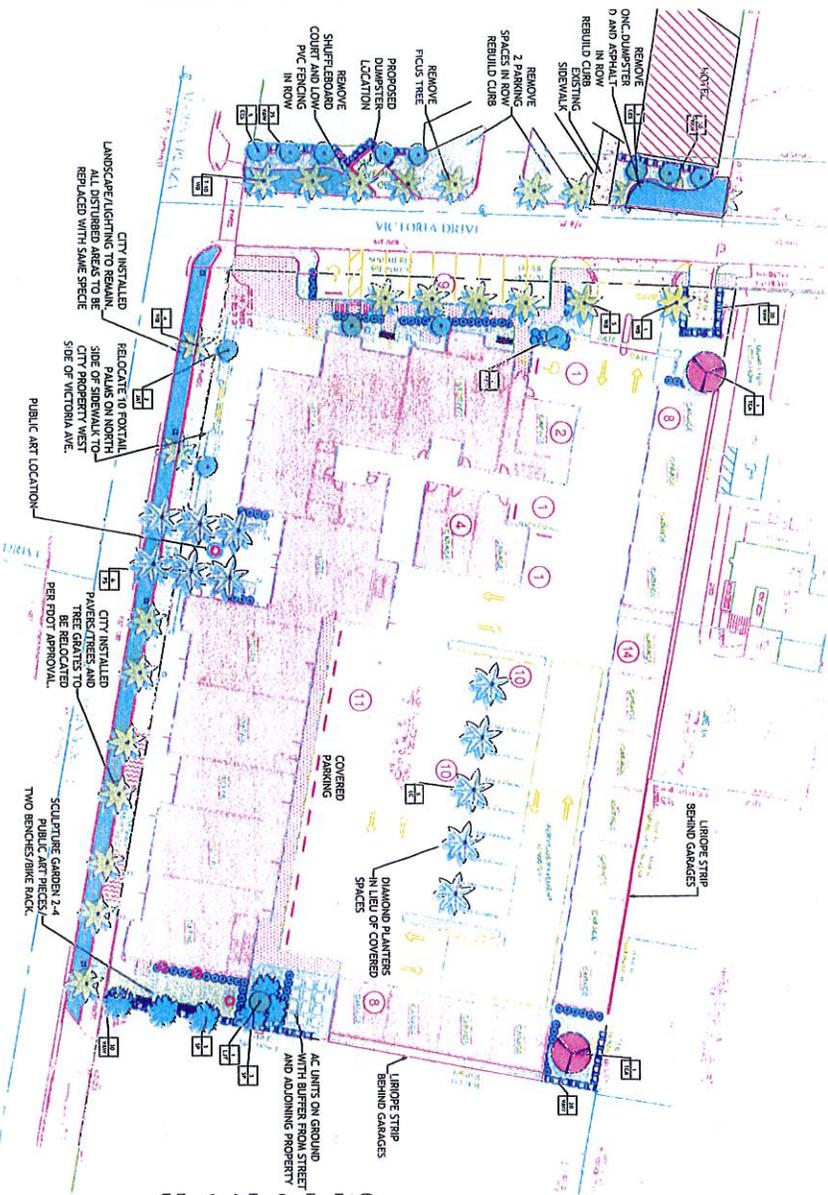
LEGAL DESCRIPTION

THAT PART OF BLOCK 21 OF GEORGE L. JONES & WIFE'S ADDITION TO DUNEDIN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 1, PAGE 48 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE SOUTH BOUNDARY OF BLOCK 21 OF GEORGE L. JONES & WIFE'S ADDITION TO DUNEDIN, AS RECORDED IN PLAT BOOK 1, PAGE 48, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, WHICH IS 259 FEET WEST OF THE SOUTHEAST CORNER OF SAID BLOCK 21; THENCE WESTERLY, ALONG THE SOUTHERLY BOUNDARY OF SAID BLOCK 21, A DISTANCE OF 75 FEET; THENCE N80°W, ALONG SAID SOUTHERLY BOUNDARY OF BLOCK 21, A DISTANCE OF 203.75 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 21; THENCE NORTHERLY, ALONG THE EAST RIGHT-OF-WAY OF VICTORIA DRIVE, A DISTANCE OF 182.0 FEET; THENCE CONTINUE NORTHERLY, ALONG SAID EAST RIGHT-OF-WAY OF VICTORIA DRIVE, A DISTANCE OF 10 FEET, MORE OR LESS; THENCE EASTERLY, ALONG THE SOUTHERLY BOUNDARY OF G.B. & C.P. LEWIS ADDITION TO TOWN OF DUNEDIN, FLORIDA, AS RECORDED IN PLAT BOOK 1, PAGE 98, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, A DISTANCE OF 183 FEET, MORE OR LESS; THENCE S10°W, A DISTANCE OF 0.85 FEET, MORE OR LESS, TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF SAID BLOCK 21; THENCE S80°E, ALONG SAID NORTH BOUNDARY OF THE SOUTH 1/2 OF BLOCK 21, A DISTANCE OF 44.00 FEET; THENCE CONTINUE S80°E, ALONG SAID NORTH BOUNDARY OF THE SOUTH 1/2 OF BLOCK 21, A DISTANCE OF 75 FEET; THENCE S10°W, A DISTANCE OF 189.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 55,407 SQUARE FEET OR 1.27 ACRES, MORE OR LESS.

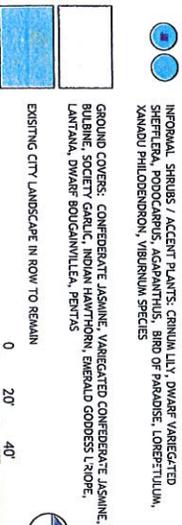
EXHIBIT "C"



PLANT MATERIAL SCHEDULE

QTY	CODE	BOTANICAL NAME	COMMON NAME	SPECIFICATION
11	CE5	CONDORCARRUS ERECTUS SERICEUS	SILVER BUTTWOOD	9'-10" HT. STD.
2	JAT	JATROPA INTEGERRIMA COMPACTA	JATROPA	15 GAL. 4-5 HT. STANDARD
5	LC	LIVISTONIA CHINENSIS	CHINESE FAN PALM	SEE PLAN FOR CLEAR TRUNK HEIGHTS
1	L-T	LIQISTRUM JAPONICUM TREE FORM	TREE FORM LIQISTRUM	8 FT. x 8 SPD., MULTI-TRUNK
6	PSY	PHOENIX SYLVESTRIS	SILVER DATE PALM	12 C.T. HT.
9	SP	SABAL PALMETTO	CABBAGE PALM	REGENERATED HEADS STAGGERED HTS.
2	TCA	TABERNA ARGENTEA	SILVER/ YELLOW TRUMPET FLOWER	12-14 X 6 SPD.
115	VAV	VIURNIUM OORPATISSIMUM AVABUKI	MIRROR LEAF VIURNIUM	7 GAL., 26" HT., x 18" SPD., FULL 2.5 O.C. MATCHING 16 O.A.
10	WB8	WIDYETIA BRICARCTA	FOXTAIL PALM	

PROPOSED SHRUB AND GROUNDCOVER LEGEND



GREENSPACE CALCULATIONS:

PARCEL SIZE	35,407 (1.27 ACRES)
AC UNITS ON GROUND WITH BUFFER FROM STREET AND ADJOINING PROPERTY	33,517 (60.49%)
OPEN SPACE/LANDSCAPE AREAS	8,314 (1.5%)
PERCENTAGE OF PARKING AREA LANDSCAPED	NA
WIDTH OF PERIMETER BUFFERS (O SETBACKS)	NA
NOTE: ALL EXISTING SABAL PALMS IN VICTORIA DRIVE R.O.W. REMOVED WILL REQUIRE CITY PERMIT	

TREE REMOVAL SCHEDULE	SYMBOL	NOTE
	(Symbol: Circle with a dot)	EXISTING TREE TO BE REMOVED/RELOCATED
	(Symbol: Circle with a dot)	EXISTING TREE TO REMAIN

VICTORIA PLACE
DUNEDIN | FLORIDA

GREENSPACE PLANS

REVISIONS

1 | 03-13-14 | CITY COMMENTS

2 | 05-09-14 | CITY COMMENTS

CHECKED BY: HAB

DRAWN BY: HAB

02/21/14

14006

SCALE

L=1.00

CONSULTANTS

BIDG BOOTH

LANDSCAPE ARCHITECTS

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