

ORDINANCE 15-06

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUNEDIN AND TTCS-USA TITLE HOLDING CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City of Dunedin and TTCS-USA Title Holding Corporation 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 453 Edgewater Drive, Dunedin, Florida; and

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

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

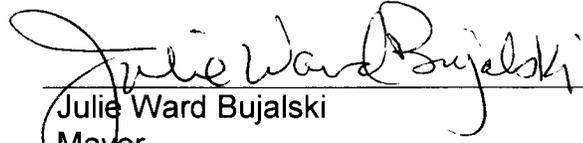
WHEREAS, the City Commission wishes to authorize the Mayor of the City to sign the said Development Agreement with TTCS-USA Title Holding Corporation; now, therefore,

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 TTCS-USA Title Holding Corporation, as attached hereto and incorporated by reference 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 March, 2015.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: February 15, 2015

READ SECOND TIME AND ADOPTED: March 5, 2015

FENWAY HOTEL DEVELOPMENT AGREEMENT

THIS AGREEMENT (the “**Agreement**”) made and entered into this 16th day of March, 2015, by and between the **CITY OF DUNEDIN**, a municipal corporation of the State of Florida, hereinafter referred to as “**City**” and **TTCS-USA TITLE HOLDING CORPORATION**, a Florida non-profit corporation 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. Developer is the fee simple owner of the 5.19 acre property located at 453 Edgewater Drive, Dunedin, Florida which is more specifically described in the attached Exhibit “A,” hereinafter referred to as the “Property”.

2. Developer desires to restore/rehabilitate the former Fenway Hotel.

Hotel up to 102 rooms (0.35 FAR)

Height – Lobby (2 stories*)

Height – Wings (2 stories)

The dimensional requirements listed above are hereinafter referred to as the “Project”, as more particularly shown on Exhibit “B” attached hereto and made part hereof (“Final Design Review,” which includes a final site plan, architectural renderings and a landscape plan).

3. The proposed Site Plan consists of the renovation of the former Fenway Hotel (Building A), demolition of Building B and the renovation of Buildings C, D and E.

4. The development rights of the project are subject to the conditions of the Final Design Review approval as set forth.

5. The City has determined that the Final Design Review, as described herein is consistent with Dunedin’s 2025 Comprehensive Plan and the City’s Land Development Code (LDC) as required per Section 104-24.4 and Section 104-26 of the LDC.

6. The following development rights are hereby approved pursuant to this Agreement on the Property:

SITE DATA TABLE

Category	Existing Conditions	Zoning Regulations Allowed/Required By City Code	Proposed
Zoning	R-60 Residential w/ Single Site Historic Overlay	R-60 Residential w/ Single Site Historic Overlay	R-60 Residential w/ Single Site Historic Overlay
Land Use	RFM Resort Facilities Medium	RFM Resort Facilities Medium	RFM Resort Facilities Medium
Usage	Vacant University	Uses to be Set by Development Agreement	Hotel / Temporary Lodging
Lot Area	226,338 sq. ft. 5.196 acres	226,338 sq. ft. 5.196 acres	226,338 sq. ft. 5.196 acres
Residential Density Units per Acre (UPA)	N/A	Single Site Historic Overlay Set by Development Agreement	N/A
Residential Gross Floor Area (Sq. ft.) UPA (Units per Acre)	2,174 sq. ft. 15.0 UPA	Single Site Historic Overlay Set by Development Agreement	N/A
Commercial Gross Floor Area (Sq. ft.) FAR (Floor Area Ratio)	86,981 sq. ft. 0.36 FAR	147,120 sq. ft. 0.65 FAR	78,823 sq. ft. 0.35 FAR
Setbacks:	Single Site Historic Overlay Set by Development Agreement	Single Site Historic Overlay Set by Development Agreement	Single Site Historic Overlay Set by Development Agreement
Building Height	Single Site Historic Overlay Set by Development Agreement	Single Site Historic Overlay Set by Development Agreement	Single Site Historic Overlay Set by Development Agreement
Vehicular Use Area (V.U.A.)	Single Site Historic Overlay Set by Development Agreement	Single Site Historic Overlay Set by Development Agreement	Single Site Historic Overlay Set by Development Agreement
Impervious Surface Area – ISR	118,588 sf 0.49 ISR	192,388 sq. ft. 0.85 ISR	134,445 sq. ft. 0.594 ISR
Open Space	122,363 51%	33,950 sq. ft. 15% minimum	91,893 sq. ft. 40.6%
Total Landscape Area Required (10% of site + required buffers)	Not Applicable	See City LDRs	50,052 sq. ft. 22%
Parking / Handicap Parking	47 parking spaces	86 per City Code ₂	116 parking spaces

Site Data Table Notes:

2. Parking Calculation is as follows:		
Hotel w/Meeting Space	0.8 spaces per room + 1 per 800 SF of meeting space	= 86
	Total Requirement:	86

7. The development rights set forth in this Agreement and Final Design Review approval are subject to the following conditions:

- a. Approval of the related development agreement pertaining to the site development of the subject property as described and depicted in the approved Final Design Review for Case Number DEV-S/D-LDO 14-57.01 Z/C.
- b. Where necessary to accommodate proposed development, the applicant shall be responsible for the removal and/or relocation of any and all public utilities located on the subject site, including the granting of easements as may be required. This is regardless of whether the public utilities are known at the time of Final Design Review approval or discovered subsequent to such approval. Any required relocation will require approval from the City's Engineering Division.
- c. All construction associated with this project shall be subject to the current requirements of the Florida Building Code, City of Dunedin Land Development Code, the Florida Fire Prevention Code, Life Safety Code and all other technical codes adopted by the City of Dunedin, and FEMA.
- d. All on-site construction activities related to erosion control shall be applied as required by the Florida Building Code, the National Pollutant Discharge Elimination System's Best Management Practice (NPDES-BMP), and the City of Dunedin Code of Ordinances.
- e. Final approval of the infrastructure permit from the City's Engineering Division prior to building permits being issued.
- f. Final approval from the Building Official, Fire Marshal and City Engineer on all final inspections necessary to provide the Certificate of Occupancy for the hotel and meeting space as shown in the Final Design Review.
- g. The City of Dunedin requires Concurrency approval prior building permits being issued.
- h. That subject to acts of God, the Developer shall commence restoration/rehabilitation of the former Fenway Hotel on or before June 1, 2015, and substantially complete the Project by May 31, 2017.

THE AGREEMENT BETWEEN THE PARTIES

8. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference as fully enforceable agreements and representations by the parties hereto.

9. Authority. This Agreement is authorized by Section 163.3220, *et seq.* F.S. (2013) and Chapter 104, Division 3, Section 104-33 of the Code of Ordinances of the City of Dunedin.

10. Effective Date. This Agreement shall be effective as of the day after it is fully executed and recorded in the public records of Pinellas County ("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.

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.

In the event that this Agreement is not executed by the Developer on or before 5:00 p.m. on the 14th day of March, 2015, 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.

11. Duration of Agreement. This Agreement shall terminate upon the earlier of the following dates: (i) the date on which construction of the Project is complete and issuance of the last Certificate of Occupancy for the Project; or (ii) ten (10) years from the Effective Date. This time period may be extended by mutual agreement of the parties. The recordation of the last Certificate of Occupancy by any party hereto or their successor in interest shall be conclusive evidence of the termination of this Agreement.

12. 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.

It shall be an absolute condition precedent to any obligation of the City under the terms of this Agreement that any current mortgage holder consent to and subordinate its mortgage interest to the terms of this Agreement.

The Developer shall submit a title opinion by a title company or attorney at law certifying in writing as of the date of approval of this Agreement by the City Commission of the City of Dunedin as to the status of title of such lands including all lien holders, mortgagees or any other encumbrances. The City will rely on such certification. If any lienholder or mortgagee is shown by the title opinion, a satisfaction or subordination shall be received by the City of Dunedin prior to the time the City executes this Agreement although the approval of the execution of this Agreement may be made by the City Commission contingent upon the receipt of such consent and subordination.

Any lienholder or mortgagee shall have the right to perform any term, covenant or condition and to remedy any default hereunder, and City shall accept such performance with the same force and effect as if furnished by Developer.

13. Law and Ordinance Compliance. 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.

14. 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.

15. 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.

16. Final Design Review. 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, the parties agree that the Property will be developed in substantial conformance with the Final Design Review as such Final Design review submittals may be modified by the requirements of 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:

- a. The Property shall be developed and landscaped in accordance with the Final Design Review approval. A detailed landscape plan in the Final Design Review will be substantially adhered to. The landscaping within the Property shall be maintained by the Developer. The purpose of 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 the Certificate of Occupancy being issued and will be maintained in good and healthy condition at all times by the Developer.

There shall not be any material deviation from the provisions of the Final Design Review documents unless such is approved by the City Commission of the City of Dunedin at a public hearing conducted for such purpose and this Agreement is modified in writing by the parties thereto for the purpose of agreeing to such deviation.

- b. The Property shall be developed substantially in accordance with the Final Design Review submittal.
- c. All outdoor lighting on the Property shall be directed downward so as not to be disruptive to the residential neighborhoods abutting the Property and shall be oriented and shielded so that no light is cast directly on abutting property. Light cast onto abutting properties by reflection or otherwise shall be limited to an intensity that is substantially in conformance with the lighting conditions in residential neighborhoods in the City of Dunedin. At no time shall the Developer allow a nuisance condition to exist on the Property. Furthermore, all outdoor lighting shall be compliant with Chapter 107, Division 4, Section 107- 40 (Lighting) of the Dunedin Land Development Code.
- d. Dumpster and trash pickup will be contained within the Property and fully screened from adjacent residential properties.
- e. Ingress and egress to the Property shall be as shown on the Final Site Plan.

- f. Building heights, architectural style and location will be as shown on the Final Design Review submittal. The architectural style reflected as an attachment to or being part of the Final Design Review shall be complied with in all material respects during the development of the Project.
- g. This Agreement and the Final Design Review Plan attached hereto specify certain minimum setbacks, building heights, sign sizes and similar dimensional requirements and agreements. No changes may be made in these agreed upon dimensional requirements, except as described in Section 104-24.11.1 of the LDC, or in any matter that is reflected on the Final Design Review or addressed specifically in this Agreement through any appeal process to the Board of Adjustment and Appeal for a variance, conditional use permit or other process which would serve to vary or change the terms of this Development Agreement and the Final Design Review 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.

17. 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 Site Plan, 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. Pedestrian ways, sidewalks, and crosswalks located on the Property, as shown on the Final Site Plan.
- b. Sewer collection systems, located on the Property, including any necessary pumping facilities providing for transmission of sewage flows generated by the Project.
- c. Water distribution system located on the Property including fire protection facilities and reclaimed water facilities as may be necessary to serve the Project.
- d. 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 said retention/detention ponds shall

be granted to City by the Developer or to Developer by City, as may be applicable.

- e. Street signage and pavement striping.
- f. Utility easements or rights-of-way.
- g. Other facilities deemed necessary for public use, including but not limited to off-site road and drainage facilities as identified in the site plan review process, building permit issuance process, engineering review, fire department review, or any other review process of the City or other governmental agency with jurisdiction over such development.

Public infrastructure facilities, as shown on the Final Site Plan, shall be complete, and approved for acceptance by the City prior to the issuance of any Certificate of Occupancy on the Property (except for Buildings C, D and E), or the Developer shall provide the appropriate letter of credit in a form satisfactory to the City Attorney, drawable on or through a local Pinellas County bank or an acceptable Performance Bond. Said letter of credit shall be deposited with the City to guarantee the completion of public infrastructure facilities prior to the time that Certificates of Occupancy are issued on the Property and public access and facilities to serve the proposed structures are available in accordance with City regulations. Before Buildings C, D and E can be occupied, a building and fire inspection will be completed to confirm compliance with City codes and Life Safety codes.

18. Public Facilities. The City shall cause to be provided to the boundary of the Property the following available City owned and operated facilities, to wit: infrastructure and services for fire protection, potable water and sanitary sewer to meet domestic and fire flow levels of service as required for the Project by City and other applicable regulations.

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

- a. City of Dunedin vertical building permits.
- b. Southwest Florida Water Management District surface water management permit.
- c. City of Dunedin Engineering Division infrastructure permit.
- d. Pinellas County Water and Navigation Authority
- e. 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.

20. 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 Project lands.

21. Annual Review. The City of Dunedin shall review the Project once every twelve (12) calendar months from the Effective Date.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 attorney's 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.

27. Execution. The Developer represents and warrants that this Agreement has been executed by those persons having 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.

28. 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.

29. 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.

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

31. 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 attorney's fees at mediation, trial and through any appellate

proceedings.

32. 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, UPS, USPS or similar overnight delivery services, addressed as follows:

To the Developer:

TTCS-USA Title Holding Corporation
2100 Thomasville Road
Tallahassee, FL 32308
Attention: Pegoty Packman, President

To the City:

City of Dunedin
P.O. Box 1348
Dunedin, FL 34698
Attention: Robert DiSpirito,
City Manager

with copies to:

Ed Armstrong, Esquire
Hill Ward Henderson
3700 Bank of America Plaza
101 East Kennedy Blvd.
Tampa, FL 33602

Thomas J. Trask, Esquire
City Attorney
Trask, Metz & Daigneault, LLP
1001 S. Fort Harrison Ave., Suite 201
Clearwater, FL 33756

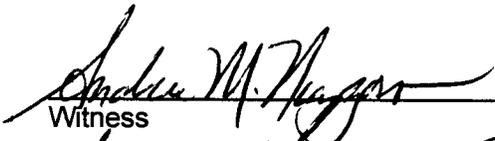
Notice shall be deemed to have given upon receipt or refusal.

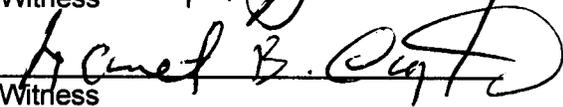
33. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors and assigns in interest to the parties of this Agreement.

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

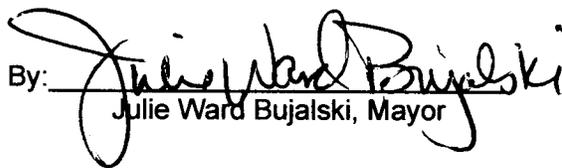
IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of this 18th day of ~~February~~, 2015.
March

CITY OF DUNEDIN



Witness


Witness

By: 

Julie Ward Bujalski, Mayor

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 18th day of ~~February~~ March, 2015 by Julie Ward Bujalski, Mayor of the City of Dunedin, who is personally known to me or who produced _____ as identification.

(SEAL)



Sharon Toner
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires:

Robert DiSpirito
Robert DiSpirito, City Manager

Denise Kirkpatrick
Denise Kirkpatrick, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask
Thomas J. Trask, Esquire, City Attorney

TTCS-USA TITLE HOLDING CORPORATION

Alisha Black
Witness

Loh Venchi
Witness

By: Pegoty Packman
Pegoty Packman

Its: President

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared Pegoty Packman, President of TTCS-USA Title Holding Corporation, who ___ is personally known to me or who produced FLORIDA DL as identification and, being first duly sworn, acknowledges that she has read the foregoing and that the same is true and correct, and that she is duly authorized to execute this Agreement on behalf of TTCS-USA Title Holding Corporation, this 16th day of February, 2015.

March

(SEAL)



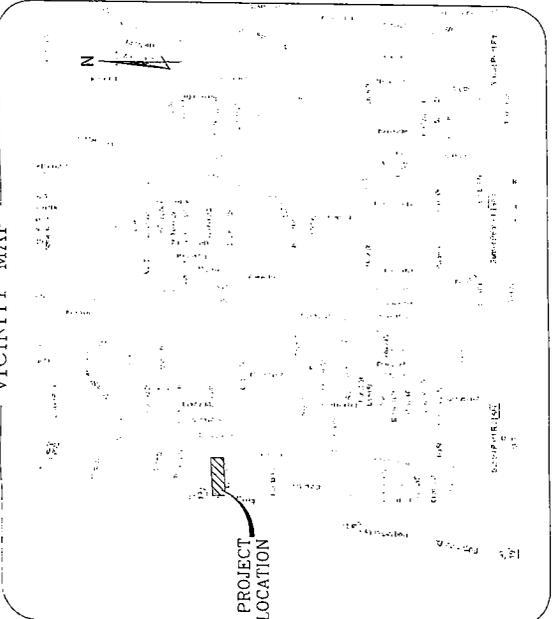
Rezarta Marini
State of Florida
My Commission Expires 02/02/2019
Commission No. FF 194909

Rezarta Marini
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires:

State of FLORIDA County of PINELLAS
Subscribed and sworn before me on 3/16/15
Rezarta Marini (Date)
Rezarta Marini
(Notary Signature)

Exhibit "B"

VICINITY MAP



LEGAL DESCRIPTION

ALL OF BLOCK "C" AND ALL OF "WATER LOT OF BLOCK "C" OF FENWAY-ON-THE-BAY SUBDIVISION, ACCORDING TO MAP OR PLAN THEREOF, AS RECORDED IN THE PUBLIC-OF-WAY RECORDS OF PHILADELPHIA COUNTY, FLORIDA, LESS EXISTING ROAD RIGHT-OF-WAY FOR EDGEWATER DRIVE, CONTAINING 5.532 ACRES, MORE OR LESS.

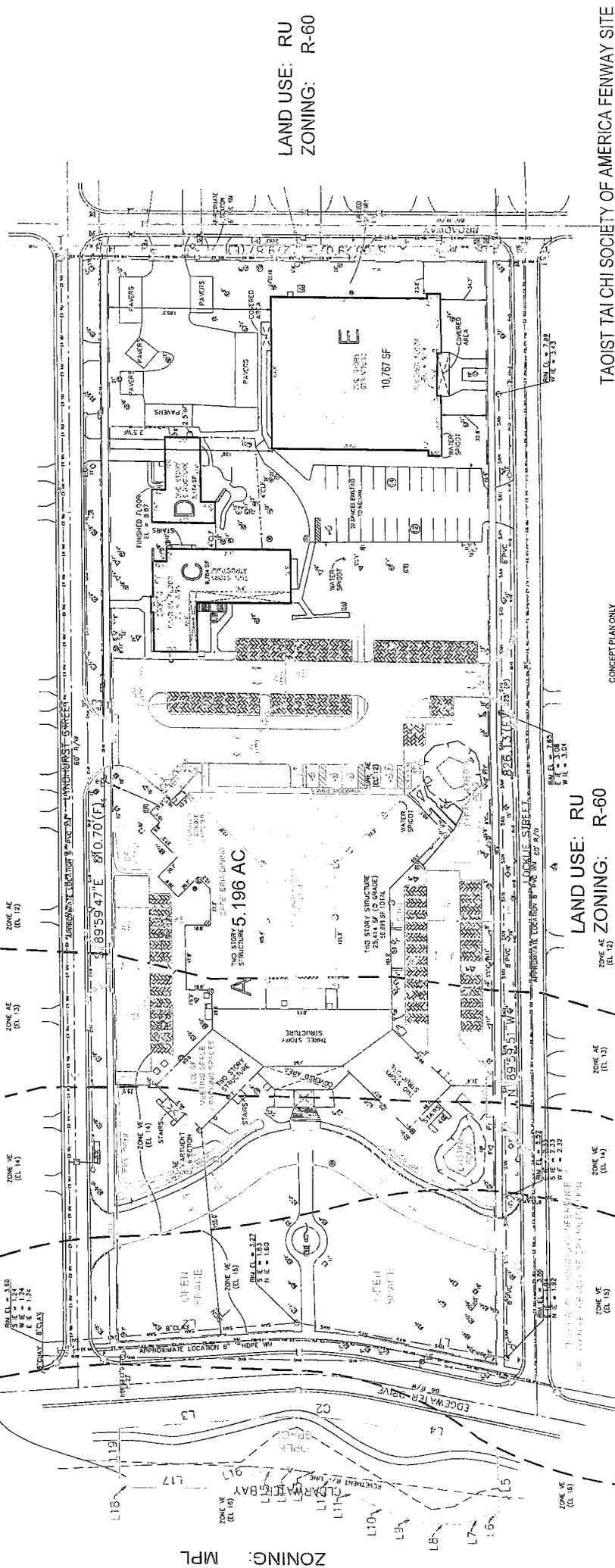
CURVE	ARC	DELTA	CHORD	BEARING	CHORD
1	2	3	4	5	6
C1	91.70	18.78	319.43	032°26'18"E	91.39
C2	71.70	18.78	293.48	032°26'18"W	71.31

LINE	BEARING	LENGTH
L1	N03°17'24"W	104.49
L2	S01°17'24"W	116.01
L3	S01°17'24"E	116.01
L4	N03°17'24"W	104.49
L5	N03°17'24"W	104.49
L6	N03°17'24"E	116.01
L7	S01°17'24"W	116.01
L8	N03°17'24"W	104.49
L9	N03°17'24"E	116.01
L10	N03°17'24"W	104.49
L11	N03°17'24"E	116.01
L12	N03°17'24"W	104.49
L13	N03°17'24"E	116.01
L14	N03°17'24"W	104.49
L15	N03°17'24"E	116.01
L16	N03°17'24"W	104.49
L17	N03°17'24"E	116.01
L18	N03°17'24"W	104.49
L19	N03°17'24"E	116.01
L20	N03°17'24"W	104.49
L21	N03°17'24"E	116.01
L22	N03°17'24"W	104.49
L23	N03°17'24"E	116.01
L24	N03°17'24"W	104.49

LAND USE: RU
ZONING: R-60

0.336 AC.

LAND USE: R/S
ZONING: MPL



LAND USE: RU
ZONING: R-60

LAND USE: RU
ZONING: R-60

CONCEPT PLAN ONLY
SUBJECT TO CHANGE BASED ON FINAL DESIGN, UPDATED
BOUNDARY & TOPOGRAPHIC SURVEY AND JURISDICTIONAL
WETLAND CONSTRAINTS. SUBJECT TO SITE PLAN APPROVAL.

TAOIST TAI CHI SOCIETY OF AMERICA FENWAY SITE
OVERALL CONCEPT PLAN
C1

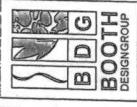


1/7/2015

Gulf Coast Consulting, Inc.
10000 W. US Highway 90, Suite 100
Tampa, Florida 33613
Phone: (813) 973-1111
www.gulfcoastconsulting.com

DEV-51D 14-57-01-21C

Exhibit "B"



39 BROADWAY, SUITE 200
 NEW YORK, NY 10013
 212.251.8599
 WWW.BDGBOOTH.COM

KLAR AND KLAR ARCHITECTS
 100 WEST 17TH STREET, SUITE 100
 CHAMBERS ST. NY
 723.796.5400

OWNER
 TAOIST TAI CHI SOCIETY - USA

OWNER
 TAOIST TAI CHI SOCIETY - USA

TAOIST TAI CHI SOCIETY
 453 EDGEWATER DRIVE
 DUNEDIN | FL

SIGNATURE & SEAL

FL Registration: LC2000071

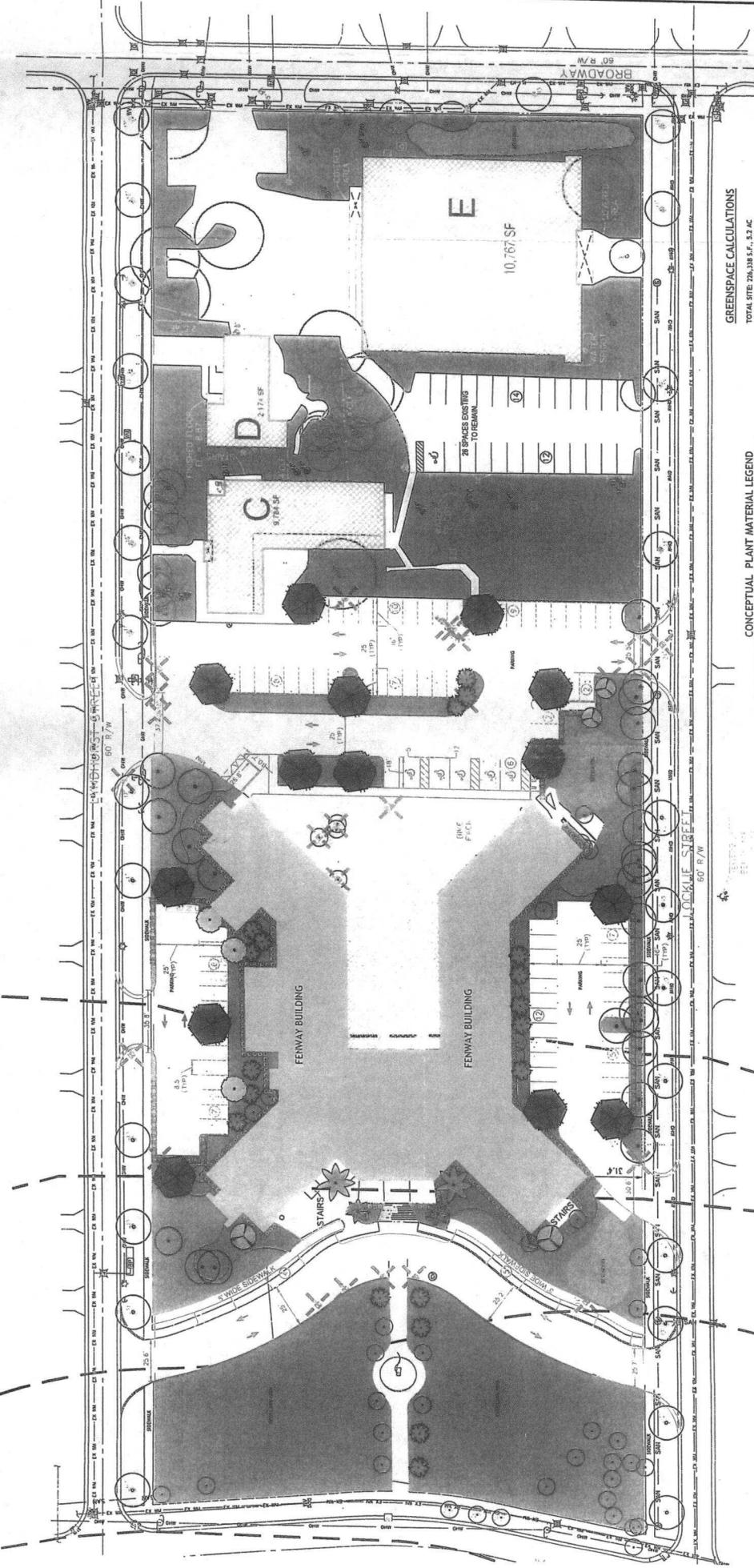
CONCEPT PLANS

NO.	REVISION	DATE
1	CONCEPT PLAN	10/14/14
2	CONCEPT PLAN	10/14/14
3	CONCEPT PLAN	10/14/14
4	CONCEPT PLAN	10/14/14
5	CONCEPT PLAN	10/14/14

DATE	10/14/14
SCALE	1"=30'-0"
DRAWN BY	JR
CHECKED BY	HR
DATE	10/14/14

LANDSCAPE
 SITE PLAN

L1.00



GREENSPACE CALCULATIONS

TOTAL SITE: 228,338 S.F., 5.2 AC
 SITE OPEN SPACE / LANDSCAPE AREA: 137,105 S.F.
 TOTAL GR: 134,145 S.F. - 0.94
 PERCENTAGE OF PARKING AREA LANDSCAPED: 1.20 S.F.
 WIDTH OF PERIMETER LANDSCAPE BUFFERS: 2.1' ON THE NORTH PARKING LOT AND 8' ON THE SOUTH PARKING LOT.

CONCEPTUAL PLANT MATERIAL LEGEND

- SPRING PALM TREES: HEDGE DATE PALM, ROYAL PALM, TAMARISK PALM, FORTOL PALM
- SHRUB TREES: ELM, LIVE OAK
- PALMS: ALBERICI PALM, BIRCH PALM, HAWAII PALM
- PALMS: KAUAI PALM, WINDWARD PALM, WINDWARD PALM
- SHRUBS: HYDRANGEA, FUCHSIA, RHODODENDRON, HYDRANGEA, FUCHSIA, RHODODENDRON
- FLOWER TREES: RED JASMINE, CYPRESS
- ACCORDING TO: MANY CONTEMPORARY JAPANESE, VARIOUS TWENTY

BUFFERS AND LANDSCAPE REQUIREMENTS

- 1. FOUNDATION LANDSCAPE
- 2. ACCENT TREES OR 3' PALMS PER 30' S.F.
- 3. 5' BUFFER AND LANDSCAPE AREA

TREE REMOVAL SCHEDULE	SYMBOL	NOTE
EXISTING TREE TO REMAIN		EXISTING TREE TO REMAIN
EXISTING TREE TO BE REMOVED		EXISTING TREE TO BE REMOVED

DEV-5/D 14-57.01-2/C