

**BOARD OF COUNTY COMMISSIONERS**

DATE: April 24, 2012

AGENDA ITEM NO. *42a-b.*

Consent Agenda

Regular Agenda

Public Hearing

County Administrator's Signature: *[Handwritten Signature]*

**Subject:**

Proposed Subthreshold Amendments to the Countywide Future Land Use Plan (FLUP)

**Department:**

Planning Department

**Staff Member Responsible:**

Larry Arrington, Director

**Recommended Action:**

IT IS RECOMMENDED THE BOARD OF COUNTY COMMISSIONERS (BOARD), SITTING AS THE COUNTYWIDE PLANNING AUTHORITY (CPA), TAKE ACTION TO APPROVE CASES CW 12-04 AND CW 12-05 OF PINELLAS COUNTY.

**Summary Explanation/Background:**

The Board has received two proposed subthreshold amendments to the FLUP that have been reviewed by the Pinellas Planning Council (PPC or Council).

Case CW 12-04 is a submittal by Pinellas County for 0.3 acre located at the northeast corner of Roosevelt Boulevard and Alma Avenue, from Residential/Office General to Commercial General. The site contains an office building and also contained a used car dealership that has since been closed. The proposed amendment to Commercial General and an accompanying Development Agreement would restrict the use of the property to used car sales for up to 15 years or until the property is sold by the owner, whichever occurs earlier, and for professional offices. County staff concurs with the PPC recommendation of approval.

Case CW 12-05 is a submittal by Pinellas County for 0.7 acre located at the northwest corner of 46<sup>th</sup> Avenue North and 80<sup>th</sup> Street North, from Residential Urban (up to 7 1/2 units an acre) to Residential/Office General. The site contains a single story building that had previously housed a children's dance theater/studio that the owner proposes to convert to a financial/administrative office for a local company. County staff concurs with the PPC recommendation of approval.

**Fiscal Impact/Cost/Revenue Summary:**

None

**Exhibits/Attachments Attached:**

- Ordinance
- Council Documentation
- Development Agreement for Case CW 12-04

TO: The Honorable Chairman and Members of the Board of County Commissioners, in Your Capacity as the Countywide Planning Authority

THROUGH: Robert S. LaSala, County Administrator

FROM: Michael C. Crawford, Interim Executive Director  
Pinellas Planning Council 

SUBJECT: April 24, 2012 Countywide Planning Authority Agenda  
Part I – Public Hearing Agenda Re: Subthreshold Plan Map Amendments

DATE: April 24, 2012

**RECOMMENDATION:** THE PINELLAS PLANNING COUNCIL RECOMMENDS THE BOARD, IN YOUR CAPACITY AS THE COUNTYWIDE PLANNING AUTHORITY, APPROVE CASES CW 12-04 AND CW 12-05, AS OUTLINED BELOW.

**DISCUSSION:** The Countywide Planning Authority has received two cases concerning subthreshold amendment of the Countywide Plan Map as described below:

**Case CW 12-04 – Pinellas County:**

0.3 acres m.o.l., located on the northeast corner of Roosevelt Boulevard and Alma Avenue, proposed to change from *Residential/Office General to Commercial General*.

This application was submitted by Pinellas County and seeks to reclassify a 0.3-acre parcel from Residential/Office General to Commercial General. The site contains an attorney's office. The property previously contained a non-conforming used car dealership that closed. The owner proposes to keep the attorneys office onsite and to reopen the car dealership as a legal allowable use under the Commercial General category. The property owner has submitted a development agreement and Pinellas County has approved the agreement that will limit the uses on the site to professional office and/or used car sales for a period of five years.

*The Pinellas Planning Council, by a vote of 8-0, recommended approval of Case CW 12-04.*

**Case CW 12-05 – Pinellas County:**

0.7 acres m.o.l., located on the northwest corner of 46<sup>th</sup> Avenue North and 80<sup>th</sup> Street North, proposed to change from *Residential Urban to Residential/Office General*.

This application was submitted by Pinellas County and seeks to reclassify a 0.7-acre parcel from Residential Urban to Residential/Office General. The site contains a single story building that previously housed a children's dance theater/studio. The property owners propose to convert the existing building to a financial/administrative office for their company.

*The Pinellas Planning Council, by a vote of 8-0, recommended approval of Case CW 12-05.*

With this transmittal, the complete record of the public hearings held by the Pinellas Planning Council on these cases is on file with the Clerk and is available for review by the Board or any interested party.

ORDINANCE NO. 12-\_\_\_\_\_

AN ORDINANCE AMENDING THE COUNTYWIDE FUTURE LAND USE PLAN OF PINELLAS COUNTY, FLORIDA, BY ACTION ON CASE NUMBERS CW 12-04 AND CW 12-05 INITIATED BY PINELLAS COUNTY AND TRANSMITTED TO THE BOARD IN ACCORDANCE WITH THE SPECIAL ACT; PROVIDING FOR AMENDMENT TO THE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING OF THE ORDINANCE; PROVIDING FOR OTHER MODIFICATIONS THAT MAY ARISE FROM REVIEW OF THE ORDINANCE AT THE PUBLIC HEARINGS AND WITH RESPONSIBLE AUTHORITIES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, proposed amendments to the Countywide Future Land Use Plan, which is an element of the Countywide Comprehensive Plan of Pinellas County, Florida, have been presented at a public hearing to the Board of County Commissioners in their capacity as the Countywide Planning Authority; and

WHEREAS, notices of public hearings have been accomplished as required by Chapter 73-594, Laws of Florida, as amended; and

WHEREAS, procedures of the Special Act and County Charter have been followed concerning the Pinellas Planning Council and the Countywide Planning Authority for proposed amendment to the Countywide Future Land Use Plan; and

WHEREAS, Pinellas County initiated proposed amendments which were considered at a public hearing by the Pinellas Planning Council on March 21, 2012, with recommendations made by the Council that are documented in the Council reports referred to as Exhibit A; and

WHEREAS, the Board has conducted a public hearing and taken action that is documented by ordinance for approvals or partial approvals and partial denials and by resolution for denials, with both documents including the relevant Council reports as attached; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pinellas County, Florida, acting as the Countywide Planning Authority in regular meeting duly assembled on April 24, 2012, as follows:

Section 1 – Amending the Countywide Future Land Use Plan

The Countywide Future Land Use Plan for Pinellas County adopted in Section 3(a) of Ordinance 89-4 is amended to reflect the changes adopted as follows:

- #CW 12-04 0.3 acre located at the northeast corner of Roosevelt Boulevard and Alma Avenue, from Residential/Office General to Commercial General.
- #CW 12-05 0.7 acre located at the northwest corner of 46<sup>th</sup> Avenue North and 80<sup>th</sup> Street North, from Residential Urban to Residential/Office General.

Section 2. Severability If any Section, Subsection, sentence, clause, phrase, or provision of this Ordinance is for any reason held invalid or unconstitutional by a Court of Competent Jurisdiction, such holding shall not be construed to render the remaining provisions of this Ordinance invalid or unconstitutional.

Section 3. Filing of Ordinance; Effective Date A certified copy of this ordinance shall be filed with the Secretary of State with the Ordinance and Exhibit A to be filed with the Clerk of the Circuit Court. This Ordinance shall take effect upon filing with the Department of State.

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By   
Attorney

Case CW 12-05  
Pinellas County

**PINELLAS PLANNING COUNCIL  
AGENDA MEMORANDUM**

**AGENDA ITEM:** III B-2.

**MEETING DATE:** March 21, 2012

**SUBJECT:** Amendment of the *Countywide Future Land Use Plan Map*  
**FROM:** Residential Urban (RU)  
**TO:** Residential/Office General (R/OG)  
**AREA:** 0.7 Acres m.o.l  
**CASE #:** CW 12-05  
**JURISDICTION:** Pinellas County  
**LOCATION:** Northwest Corner of 46<sup>th</sup> Avenue North and 80<sup>th</sup> Street North

**RECOMMENDATION:** Council Recommend To The Countywide Planning Authority That The Proposed Map Amendment To Residential/Office General Be Approved.

**I. BACKGROUND**

This proposed amendment is submitted by Pinellas County and seeks to reclassify a 0.7 acre parcel from Residential Urban to Residential/Office General. The site contains a single story building that previously housed a children's dance theater/studio. The property owners propose to convert the existing building to a financial/administrative office for their company.

**II. FINDINGS**

**Staff submits the following findings in support of the recommendation for approval:**

- A. The proposed amendment is a subthreshold amendment (Type A); and
- B. The proposed amendment to Residential/Office General recognizes the future use of the site, and is consistent with the criteria for utilization of this category.

**Please see accompanying attachments and documents in explanation and support of the findings.**

The Council (PPC) and Countywide Planning Authority (CPA) may, upon a majority vote of members present and constituting a quorum, remove a subthreshold amendment from the subthreshold portion of the agenda for separate consideration, in which event the amendment may be discussed and acted upon at that same meeting or continued to the next available meeting with an analysis of any issues identified by the PPC or CPA.

***PINELLAS PLANNING COUNCIL ACTION:***

The Council recommended approval of the amendment from Residential Urban to Residential/Office General (vote 8-0).

***COUNTYWIDE PLANNING AUTHORITY ACTION:***

***SUBJECT:*** Case CW 12-05 – Pinellas County

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***III. PLANNERS ADVISORY COMMITTEE (PAC)***

The PAC members discussed this case at their March 12, 2012 meeting and recommended approval of the staff recommendation (vote 8-0).

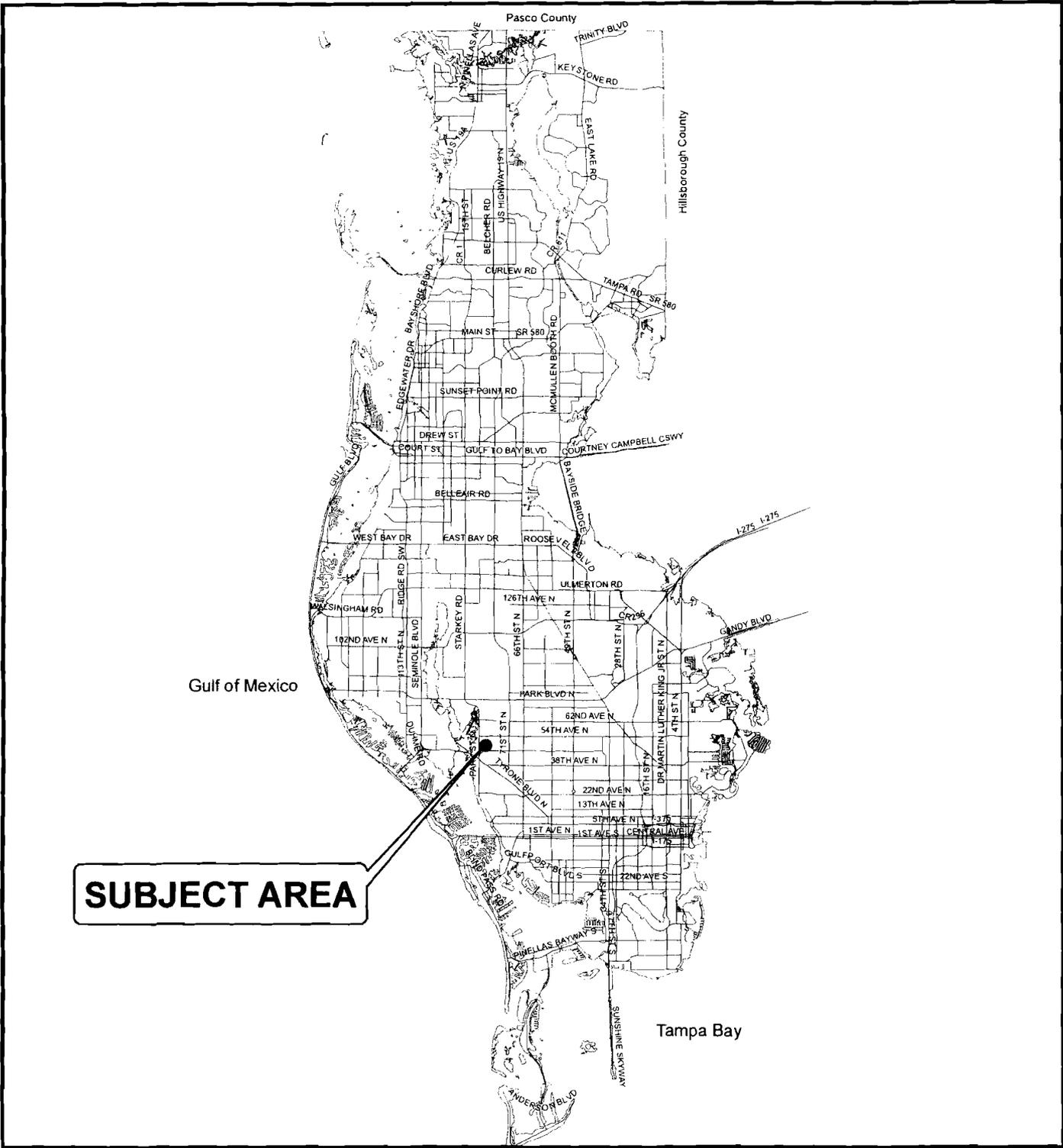
***IV. LIST OF MAPS & ATTACHMENTS***

Map 1      Location  
Map 2      Current Countywide Plan & Jurisdiction Map  
Map 3      Aerial  
Map 4      Current Countywide Plan Map  
Map 5      Proposed Countywide Plan Map

Attachment 1      Draft PAC Summary Actions Sheet

***V. SUPPORT DOCUMENTS – available only at [www.pinellasplanningcouncil.org](http://www.pinellasplanningcouncil.org)  
(see March Agenda and then click on corresponding case number).***

Support Document 1      Disclosure of Interest Forms  
Support Document 2      Local Government Applications



**Map 1 - Location**

**FROM: Residential Urban**

**TO: Residential/Office General**

**AREA: 0.7 Acres**

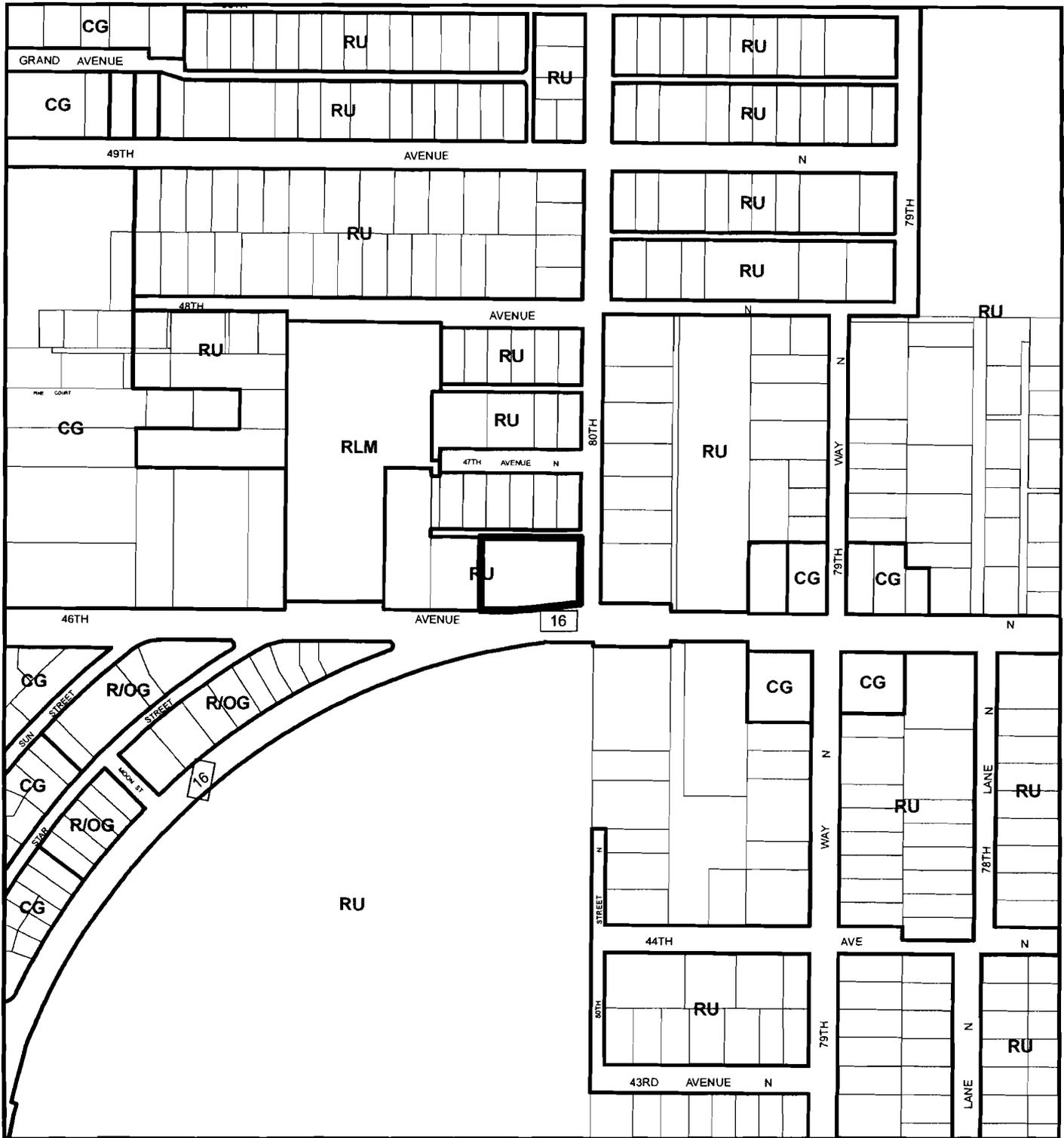
**CASE #: CW12-05**

**JURISDICTION: Pinellas County**



**1" = 26,000'**





**Map 2 - Current Countywide Plan Map & Jurisdictional Map**

**FROM: Residential Urban**

**TO: Residential/Office General**

**AREA: 0.7**

**CASE #: CW12-05**

**Jurisdictions**

 UNINCORPORATED



**JURISDICTION: Pinellas County**





**Map 3 - Aerial**

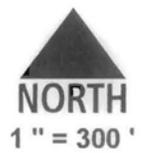
**FROM:** Residential Urban

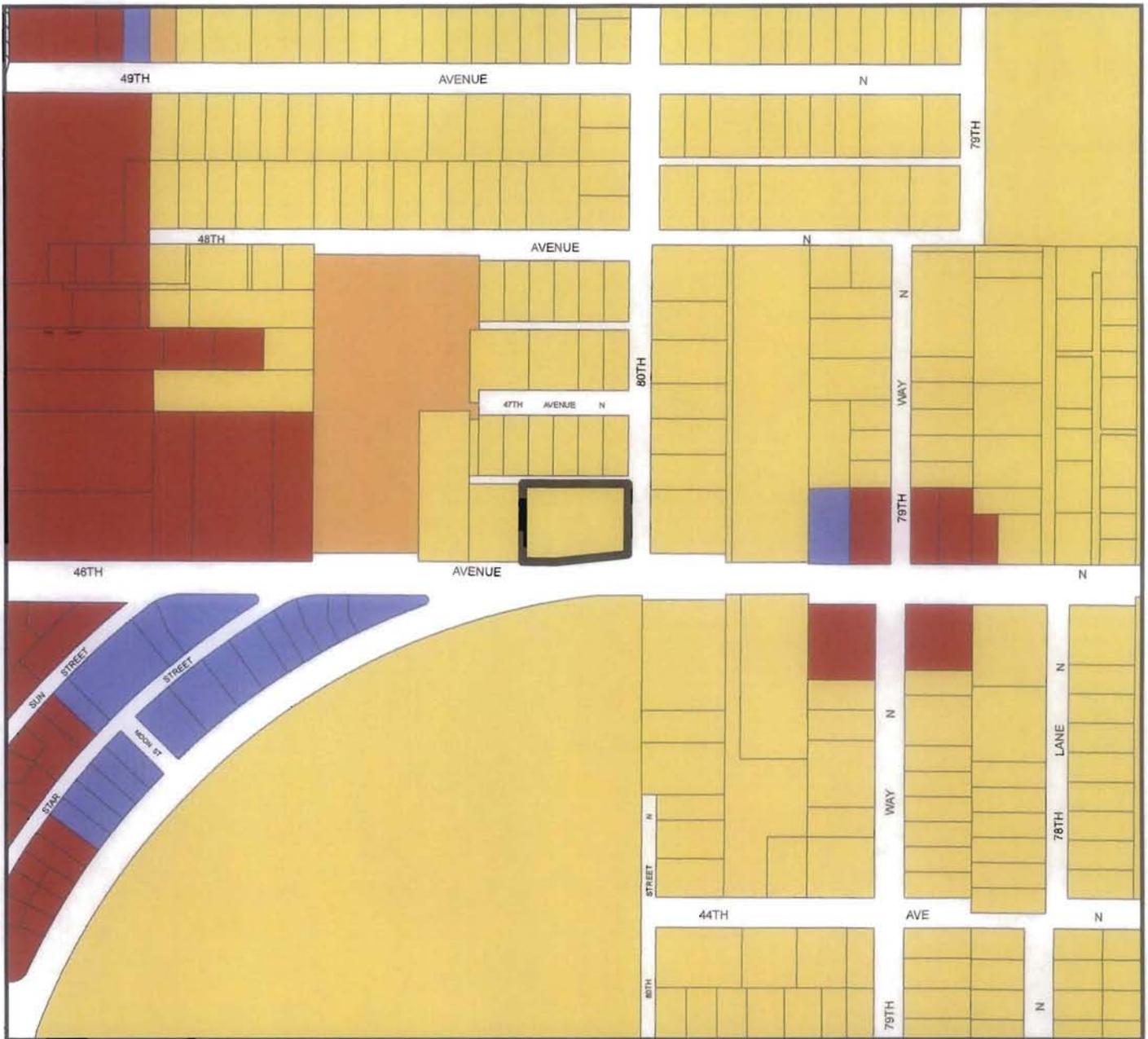
**TO:** Residential/Office General

**AREA:** 0.7

**CASE #:** CW12-05

**JURISDICTION:** Pinellas County





**Map 4 - Current Countywide Plan Map**

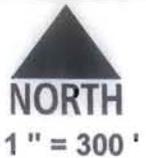
**FROM: Residential Urban**

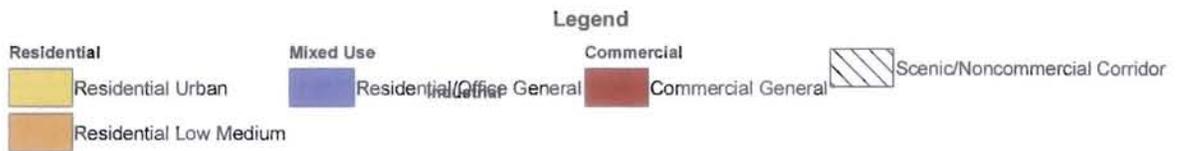
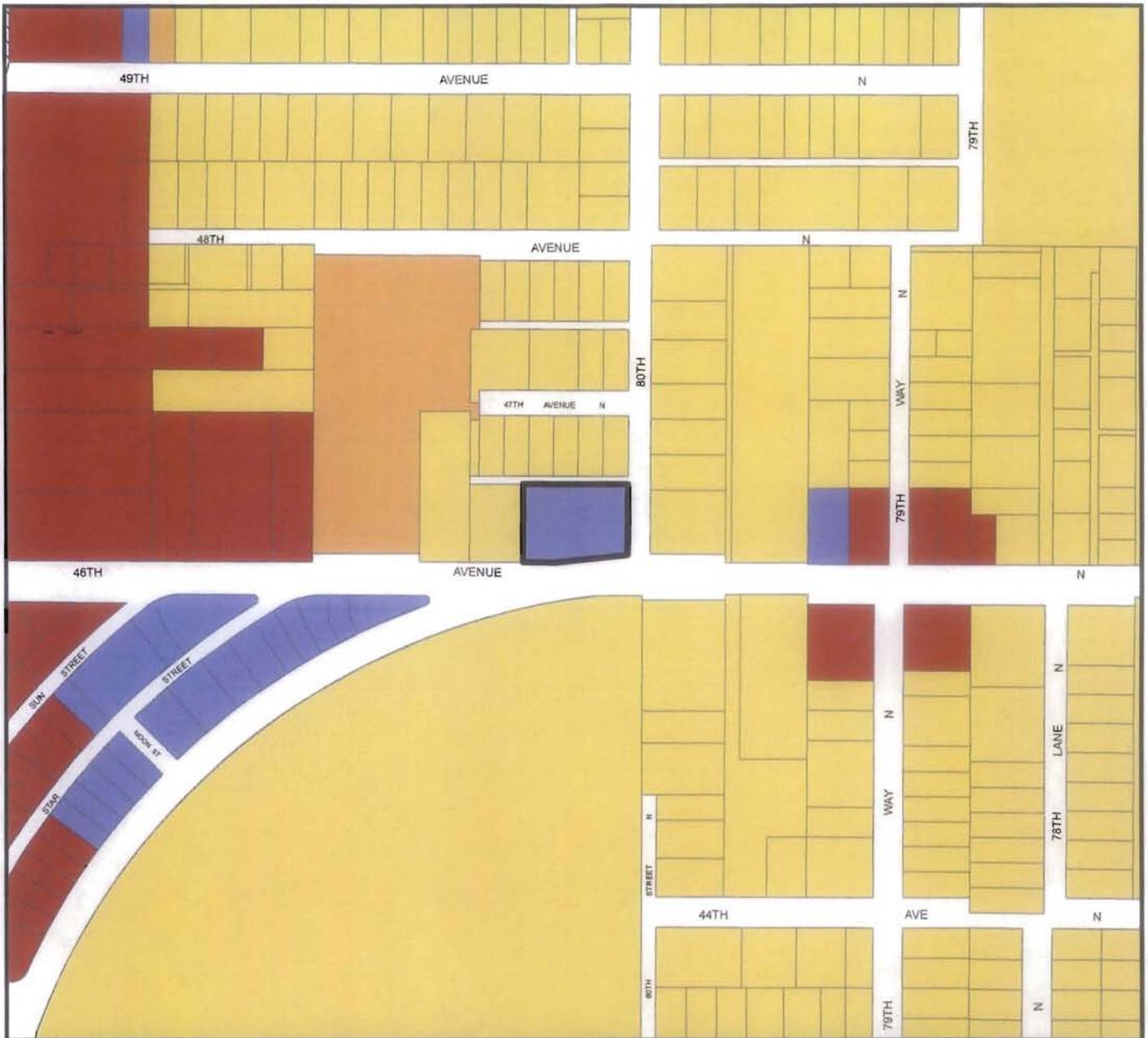
**TO: Residential/Office General**

**AREA: 0.7**

**CASE #: CW12-05**

**JURISDICTION: Pinellas County**





**Map 5 - Proposed Countywide Plan Map**

**FROM: Residential Urban**

**TO: Residential/Office General**

**AREA: 0.7**

**CASE #: CW12-05**

**JURISDICTION: Pinellas County**



**PAC AGENDA – SUMMARY AGENDA ACTION SHEET**  
**DATE: MARCH 12, 2012**

ITEM	ACTION TAKEN	VOTE
I. <u>MINUTES OF REGULAR PAC MEETING OF FEBRUARY 6, 2012</u>	<u>Approved</u> Motion: Dean Neal Second: Danny Taylor	8-0
II. <u>REVIEW OF PPC AGENDA FOR MARCH 21, 2012</u> A. <u>Subthreshold Land Use Plan Amendments</u> 1. Case CW 12-04: Pinellas County	County staff provided revised Development Agreement for inclusion in PPC agenda packet  <u>Approved</u> Motion: Renea Vincent Second: Fred Metcalf	8-0
2. Case CW 12-05: Pinellas County	<u>Approved</u> Motion: Dean Neal Second: Renea Vincent	8-0
B. <u>Regular Land Use Plan Amendments</u> None.		
C. Substantive Change to Pinellas County's Historic Palm Harbor Master Plan Special Area Plan CW 02-29 (SAP Change No. 1-2012)	County staff agreed to amend the Palm Harbor SAP ordinance to require a record copy of a rescission approval to be sent to the PPC <u>Approved</u> Motion: Dean Neal Second: Renea Vincent	8-0
D. PPC/MPO Unification Update (Verbal)	<u>No Action – Information Only</u>	
E. Legislative Update (Verbal)	<u>No Action – Information Only</u> <i>9 members at this point</i>	
F. Countywide Plan Update (Verbal)	Linda Fisher presented a PowerPoint updating PAC on the conclusion of Phase I – Update of Data and Analysis ; at the request of the PAC members, the PowerPoint will be placed on the website. <i>Scenario D – Final</i> represents input from the Working Group to place more emphasis on Centers and Transit. It was noted this is a Data Map – not regulatory ; that it is a starting point for creating a new Countywide Plan Map which will be the conversation in Phase II. <u>No Action – Information Only</u>	

CASE NO. CW 12-04

**ACCOMPANYING DEVELOPMENT AGREEMENT**

(Informational Only – Not included as part of  
Countywide Action)

## **DEVELOPMENT AGREEMENT**

This Development Agreement ("Agreement") is dated \_\_\_\_\_, 2012, effective as provided in Section 5 of this Agreement, and entered into between Sarraf A. Akhavan ("Owner") and Pinellas County, Florida, a political subdivision of the State of Florida acting through its Board of County Commissioners, the governing body thereof ("County").

### **R E C I T A L S:**

- A. Sections 163.3220 – 163.3243, Florida Statutes, which set forth the Florida Local Government Development Agreement Act ("Act"), authorize the County to enter into binding development agreements with persons having a legal or equitable interest in real property located within the unincorporated area of the County.
- B. Under Section 163.3223 of the Act, the County has adopted Chapter 134, Article VII of Part III, the Pinellas County Land Development Code ("Code"), establishing procedures and requirements to consider and enter into development agreements.
- C. Owner is the owner of approximately 0.32 acres m.o.l. of real property ("Property") located at the northeast corner of Roosevelt Boulevard and Alma Avenue, at the street address of 15506 Roosevelt Blvd, Clearwater, Florida 33760 in the unincorporated area of the County, parcel identification number 33/29/16/40356/001/0070, more particularly described on Exhibit "A" attached hereto.
- D. Owner desires to develop and use the Property as a used car lot and a professional office.
- E. The Property currently has a land use designation of Residential/Office General and is zoned P-1, General Professional Office District.
- F. Owner has requested that the County place a land use designation of Commercial General and a zoning designation of C-2, General Retail Commercial and Limited Services District on the Property.
- G. The County cannot justify the requested action absent the restrictions contained in this Agreement and in the deed restriction required in Section 6.1.4, and the County supports the change in zoning and land use designation based upon the provisions of the Agreement.
- H. The County and Owner have determined that it would be mutually beneficial to enter into a development agreement governing the matters set forth herein and have negotiated this Agreement in accordance with the Code and the Act.
- I. The County has found that the terms of this Agreement are consistent with the Pinellas County Comprehensive Plan and the Code.

## STATEMENT OF AGREEMENT

In consideration of and in reliance upon the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound and in accordance with the Act, agree as follows:

Section 1. Recitals. The above recitals are true and correct and are a part of this Agreement.

Section 2. Incorporation of the Act. This Agreement is entered into in compliance with and under the authority of the Code and the Act, the terms of which as of the date of this Agreement are incorporated herein by this reference and made a part of this Agreement. Words used in this Agreement without definition that are defined in the Act shall have the same meaning in this Agreement as in the Act.

Section 3. Property Subject to this Agreement. The Property is subject to this Agreement.

Section 4. Ownership. The Property is owned in fee simple by Owner.

Section 5. Effective Date/Duration of this Agreement.

5.1. This Agreement shall become effective as provided for by the Act and shall be contingent upon obtaining final approval, and effectiveness of the land use designation of Commercial General and a zoning designation of C-2, General Retail Commercial and Limited Services, as requested on the Property.

5.2. This Agreement shall continue in effect until terminated as defined herein but for a period not to exceed five (5) years.

Section 6. Obligations under this Agreement.

6.1. Obligations of the Owner.

6.1.1. Binding Obligations. The obligations under this Agreement shall be binding on Owner, its successors or assigns

6.1.2 Development Review Process. Prior to the utilization of the Property for a used car lot, Owner will submit such applications and documentation as are required by law and shall comply with the County's Code applicable at the time of the effective date of this Agreement.

6.1.3 Development Restrictions. The following restrictions shall apply to development of the Property.

6.1.3.1 The Property may be used only for: (1) used car sales for fifteen (15) years from the recording of the deed restriction referenced

in section 6.1.4 below, or until the Property is sold by Owner, Sarraf A. Akhavan, whichever occurs earlier, and (2) professional offices. Automobile repair, painting and other such similar uses shall be prohibited.

6.1.3.2 Owner must plant a thirty-six (36) inch hedge along the perimeter of the Property adjacent to Roosevelt Boulevard (U.S. 686) prior to the utilization of the Property for used car sales.

6.1.3.3 Access to the Property from Alma Avenue shall be one way and entrance only.

6.1.3.4 Development Intensities. Owner shall comply with the building intensities and height required by the Property's zoning and land use designations, unless otherwise modified by this Agreement.

6.1.4 Recording of Deed Restriction. Prior to the approval of a site plan or issuance of a development permit for the utilization of the Property for a used car lot, Owner shall record a deed restriction encumbering the Property in the official records of Pinellas County, Florida and deliver a copy of such recorded deed restriction to the Director of the County Building and Development Review Services Department or his designee. The deed restriction shall be approved as to form by the County Attorney (which approval shall not be unreasonably withheld) and shall generally describe the development limitations of this Agreement. The deed restriction shall be perpetual and may be amended or terminated only with the consent of the County, which consent shall not be unreasonably withheld.

## 6.2 Obligations of the County.

6.2.1 Concurrent with the approval of this Agreement, the Board amends the land use and zoning designation for the Property as set forth in Recital F above.

6.2.2 County will process preliminary and final site plan applications for the Property that are consistent with the Plan and that meet the requirements of the Code at the time of the effective date of this Agreement.

6.2.3 The final effectiveness of the redesignation referenced in Section 6.2.1 is subject to:

6.2.3.1 The provisions of Chapter 125 and 163, Florida Statutes, as they may govern such amendments; and

6.2.3.2 The expiration of any appeal periods or, if an appeal is filed, at the conclusion of such appeal.

**Section 7. Public Facilities to Service Development.** The following public facilities are presently available to the Property from the sources indicated below. Development of the Property will be governed by and must satisfy the concurrency ordinance provisions applicable at the time of the effective date of this Agreement.

- 7.1. Potable water from Pinellas County.
- 7.2. Sewer service from the City of Largo.
- 7.3. Fire protection from the City of Largo.
- 7.4. Drainage facilities for the parcel will be provided by Owner.

**Section 8. Required Local Government Permits.** The required local government development permits for development of the Property include, without limitation, the following:

- 8.1. Site plan approval(s) and associated utility licenses and right-of-way utilization permits;
- 8.2. Construction plan approval(s);
- 8.3. Building permit(s); and
- 8.4. Certificate(s) of occupancy.

**Section 9. Consistency.** The County finds that development of the Property consistent with the terms of this Agreement is consistent with the Pinellas County Comprehensive Plan.

**Section 10. Termination.**

10.1. In the event of termination pursuant to Section 10.2 or failure to commence full site plan review for use of the subject property for used car sales within the duration of the Agreement as defined in Section 5 above, the Property shall return to its current land use and zoning designations. Owner agrees to cooperate and not contest any administrative procedures necessary to implement restoration of the land use and zoning designations. This obligation survives the termination of the Agreement for the time necessary to accomplish the redesignations.

10.2. If Owner's obligations set forth in this Agreement are not followed in a timely manner, as determined by the County Administrator, after notice to Owner and an opportunity to be heard, existing permits shall be administratively suspended and issuance of new permits suspended until Owner has fulfilled its obligations. Failure to timely fulfill its obligations may serve as a basis for termination of this Agreement by the County, at the discretion of the County and after notice to Owner and an opportunity for Owner to be heard.

**Section 11. Other Terms and Conditions.** Except in the case of termination, until five (5) years after the effective date of this Agreement, the Property shall not be subject to subsequently adopted laws and policies unless the County has held a public hearing and determined:

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

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

11.3. They are specifically anticipated and provided for in this Agreement;

11.4. The County demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

11.5. This Agreement is based on substantially inaccurate information provided by Owner.

**Section 12. Compliance with Law.** The failure of this Agreement to address any particular permit, condition, term or restriction shall not relieve Owner from the necessity of complying with the law governing such permitting requirements, conditions, terms or restrictions.

**Section 13. Notices.** Notices and communications required or desired to be given under this Agreement shall be given to the parties by hand delivery, by nationally recognized overnight courier service such as Federal Express, or by certified mail, return receipt requested, addressed as follows (copies as provided below shall be required for proper notice to be given):

If to Owner: Sarraf A. Akhavan  
409 North Duncan Avenue  
Clearwater, Florida 33755

With copy to: J. Jason Bangos, Esquire  
14695 Airport Parkway  
Suite #201  
Clearwater, Florida 33762

If to County: Pinellas County Board of County Commissioners  
c/o County Administrator  
315 Court St.  
Clearwater, FL 33756

With copy to: David S. Sadowsky, Esquire  
Senior Assistant County Attorney

Pinellas County Attorney's Office  
315 Court Street  
Clearwater, Florida 33756

Properly addressed, postage prepaid, notices or communications shall be deemed delivered and received on the day of hand delivery, the next business day after deposit with an overnight courier service for next day delivery, or on the third (3rd) day following deposit in the United States mail, certified mail, return receipt requested. The parties may change the addresses set forth above (including the addition of a mortgagee to receive copies of all notices), by notice in accordance with this Section.

Section 14. **Right to Cure.** Owner will not be deemed to have failed to comply with the terms of this Agreement until Owner shall have received notice from the County of the alleged non-compliance and until the expiration of a reasonable period after receipt of such notice to cure such non-compliance. Whether the time period has been reasonable shall be based on the nature of the non-compliance and shall be determined in the sole judgment of the County Administrator, reasonably exercised.

Section 15. **Minor Non-Compliance.** Owner will not be deemed to have failed to comply with the terms of this Agreement in the event such non-compliance, in the judgment of the County Administrator, reasonably exercised, as a minor or inconsequential nature.

Section 16. **Covenant of Cooperation.** The parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement and in achieving the completion of development of the Property.

Section 17. **Approvals.** Whenever an approval or consent is required under or contemplated by this Agreement, such approval or consent shall not be unreasonably withheld, delayed or conditioned. All such approvals and consents shall be requested and granted in writing.

Section 18. **Completion of Agreement.** Upon the completion of performance of this Agreement or its revocation or termination, the Owner or his successor in interest shall record a statement in the official records of Pinellas County, Florida, signed by the parties hereto, evidencing such completion, revocation or termination, and shall forthwith deliver a copy of this document to the Director of the County Building and Development Review Services Department or his designee.

Section 19. **Entire Agreement.** This Agreement (including any and all Exhibits attached hereto, all of which are a part of this Agreement to the same extent as if such Exhibits were set forth in full in the body of this Agreement), constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof.

Section 20. **Construction.** The titles, captions and section numbers in this Agreement are inserted for convenient reference only and do not define or limit the scope or intent and should not be used in the interpretation of any section, subsection or provision of this Agreement.

Whenever the context requires or permits, the singular shall include the plural, and plural shall include the singular and any reference in this Agreement to Owner includes Owner's successors or assigns. This Agreement was the production of negotiations between representatives for the County and Owner and the language of the Agreement should be given its plain and ordinary meaning and should not be construed against any party hereto. If any term or provision of this Agreement is susceptible to more than one interpretation, one or more of which render it valid and enforceable, and one or more of which would render it invalid or unenforceable, such term or provision shall be construed in a manner that would render it valid and enforceable.

Section 21. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall with the remainder of this Agreement continue unmodified and in full force and effect. Notwithstanding the foregoing, if such responsibilities of any party thereto to the extent that the purpose of this Agreement or the benefits sought to be received hereunder are frustrated, such party shall have the right to terminate this Agreement upon fifteen (15) days notice to the other parties.

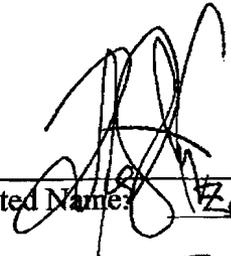
Section 22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflict of laws principles of such state.

Section 23. Counterparts. This Agreement may be executed in counterparts, all of which together shall continue one and the same instrument.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement the date and year first above written.

End of Substantive Provisions, Signature Page to follow

WITNESSES:

  
Printed Name: Zakir Shaseef

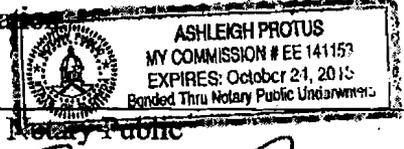
  
Printed Name: TAMARA SIMONS

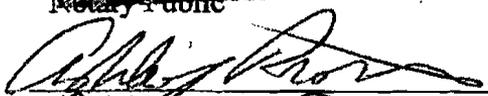
OWNER

By:   
Sarraf A. Akhavan

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2012, by Sarraf A. Akhavan, who is personally known to me or who produced as identification



By:   
ASHLEIGH PROTUS  
Print Notary Name  
My Commission Expires:

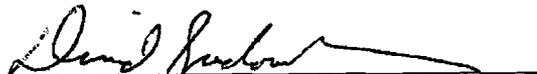
ATTEST: KEN BURKE, CLERK

PINELLAS COUNTY, FLORIDA

Deputy Clerk

By: \_\_\_\_\_  
Chairman  
Board of County Commissioners

APPROVED AS TO FORM:

  
Office of County Attorney