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2
3 **CITRUS COUNTY/PIRATE’S COVE**
4 **DEVELOPMENT AGREEMENT**
5
6

7 THIS AGREEMENT (the “Agreement”), is made and entered into this ___ day of
8 _____, 2012 by and between CITRUS COUNTY, a political subdivision of the State of
9 Florida (hereinafter referred to as “County”), and PIRATE’S COVE OF OZELLO, INC., a
10 Florida Corporation (hereinafter referred to as “Pirate’s Cove”).
11

12 RECITALS
13

14 WHEREAS, Pirate’s Cove is the fee simple owner of a certain tract of land located within
15 Citrus County, consisting of 3.68 acres, more or less, and being more particularly described in
16 Exhibit “~” attached hereto and made a part hereof (hereinafter referred to as the “Property”); and
17

18 WHEREAS, the names and addresses of Pirate’s Cove’ principals and other persons with
19 an interest in the business entity are more particularly set forth in Exhibit “~”, attached hereto
20 and made a part hereof; and
21

22 WHEREAS, Pirate’s Cove represents that it is the current fee simple owner of the
23 Property and that there are no deed restrictions, liens, encumbrances, mortgages, equitable
24 interests or any other type of property interest held by any other person, firm or corporation
25 whose legal or equitable interest in the lands constituting the Property will be affected by the
26 matters contained in this Agreement; and
27

28 WHEREAS, Pirate’s Cove represents that the rights granted herein and the obligations
29 created hereby shall not affect the property rights of any person or other entity at the time of the
30 execution of this Agreement, or at any time between the execution of this Agreement and the
31 recording of this Agreement in the Public Records of Citrus County, Florida; and
32

33 WHEREAS, the parties agree, and all other future third parties are hereby put on notice,
34 that the rights of the County, the development limitations and all other matters affecting the
35 Property, pursuant to the covenants of this Agreement, are in all ways superior in right, title and
36 interest to any subsequent mortgage, mechanic’s lien, or lien of any other type or other legal or

1 equitable interest, whether prior or subsequent in time to the recording of this Agreement, and
2 that the rights of the County as contained herein and the development limitations or permissions
3 contained herein or conferred, while not creating a lien on the Property, shall not be in any way
4 subject to foreclosure or elimination due to subsequent events or the rights of third parties which
5 are not otherwise expressly set forth herein; and
6

7 WHEREAS, the Property is vacant waterfront land with no known environmental
8 constraints which will preclude development except for the area under the jurisdiction of the
9 Southwest Florida Water Management District, (SWFWMD) which area is shown on the
10 Conceptual Site Plan, (hereinafter referred to as the “CSP”), attached hereto and made a part
11 hereof, and which area shall be preserved and protected as provided by law; and
12

13 WHEREAS, the Property is served by Ozello Water Association, Inc., and will be served
14 by a performance based aerobic septic system; and
15

16 WHEREAS, the Property is currently shown as being designated as Coastal Lakes
17 Residential on the Generalized Future Land Use Map of the Citrus County Comprehensive Plan
18 (CCCP) but is recognized by the Future Land Use Categories (CCCP at p.10-102), as being
19 partially designated Coastal Lakes Commercial; and
20

21 WHEREAS a portion of the Property is zoned Coastal Lakes Commercial (CLC) and the
22 balance of the Property is zoned Coastal Lakes Residential (CLR) pursuant to the Citrus County
23 Land Development Code (“LDC”) Atlas Maps; and
24

25 WHEREAS, Pirate’s Cove desires to develop the Property as a commercial development
26 consisting of 9,000 square feet, more or less, of improved commercial space and 33 resort
27 condominium units and generally described as Pirate’s Cove (hereinafter referred to as the
28 “Development”); and
29

30 WHEREAS, the details of commercial land uses and areas and of the resort condominium
31 units for the Development is reflected on the CSP dated _____, 2012 attached hereto as
32 Exhibit “~” and made a part hereof; and
33

34 WHEREAS, it is the purpose of this Agreement to provide a mechanism to mitigate
35 certain impacts created by the Development and to insure that adequate public services are
36 provided to the Property at time of development and to the residents of the County; and

1 WHEREAS, the Development will necessitate or provide an opportunity for certain
2 improvements to County infrastructure with respect to the Ozello Trail, Sanddollar Lane and the
3 Ozello Community Park; and
4

5 WHEREAS, this Agreement is authorized by §163.3220, *et.seq.*, F.S., and Chapter 12 of
6 the Citrus County Land Development Code as they existed as of the Effective Date as defined
7 below; and
8

9 WHEREAS, the provisions of §163.3220, *et.seq.*, F.S., and Chapter 12 of the Citrus
10 County Land Development Code are incorporated herein by reference and shall govern the
11 relationship of the parties under the terms of this Agreement; and
12

13 WHEREAS, pursuant to §§163.3233(1) and (2), the Development shall comply with the
14 County’s laws and policies governing the development of the Property in effect as of the
15 Effective Date; and
16

17 WHEREAS, during permitting any matters required by existing state statute(s) or County
18 Ordinance(s) as of the Effective Date which are not otherwise a part of this Agreement shall,
19 nevertheless, be complied with by the parties; and
20

21 WHEREAS, the Development as set forth herein is consistent with the CCCP and the
22 LDC;
23

24 NOW THEREFORE, in consideration of the mutual promises and covenants herein
25 made and agreed to be kept, the parties hereto agree as follows:
26

27 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by
28 reference.
29

30 2. Effective Date. Pursuant to §163.3239, F.S., this Agreement shall be recorded by
31 Pirate’s Cove with the Clerk of the Circuit Court of Citrus County within five (5) business days
32 of the last party’s execution. Pirate’s Cove shall pay the cost of recording. This Agreement will
33 only become effective when it is properly recorded in the public records of the County (the
34 “Effective Date”).
35

36 3. Agreement Term and Extension. This Agreement shall be valid for ten (10) years

1 from the Effective Date of this Agreement. In the event the County adopts a longer term for
2 development agreements per §163.3220, F.S., this Agreement shall be automatically extended for
3 the longer term. This Agreement may also be extended by mutual consent of the County and
4 Pirate’s Cove, subject to a public hearing pursuant to §163.3225, F.S.
5

6 4. Authority to Contract. Pirate’s Cove represents that nothing herein is barred or
7 prohibited by any other contractual agreement to which it is party or to which any of the
8 shareholders, partners, officers, directors, agents or representatives are a party, by any existing
9 statute or rule, by any existing governmental agency, of any third party, or by the rights of
10 contract vendees, lien holders, mortgage holders or any other party with a direct or contingent
11 interest in the Property, whether legal or equitable.
12

13 5. Applicable Laws and Ordinances. All development rights created hereunder shall be
14 subject to compliance with all County ordinances as of the Effective Date unless alternate
15 standards are set forth herein and specifically authorized herein, and shall be in compliance with
16 the applicable regulations of County, Regional, District, State and Federal Agencies. The failure
17 of this Agreement to address a particular permit, condition, term or restriction shall not relieve
18 Pirate’s Cove of the necessity of complying with the existing law governing said permitting
19 requirements, conditions, terms or restrictions. Any matter or thing required to be done under
20 existing ordinances of the County or regulations of any other government agency or other entity
21 having legal authority over the Property shall not be otherwise amended, modified or waived
22 unless conduct constituting such modification, amendment or waiver is expressly provided for
23 herein with specific reference to the law or code provision so waived, modified or amended. All
24 necessary procedural steps shall be taken relative to the granting of such modification,
25 amendment or waiver in accordance with terms of applicable County Ordinances, State Statutes,
26 or other regulations of other governmental agencies.
27

28 6. Fees. Subject to the provisions of ¶ ~, below, for all new development authorized by
29 this Agreement, all applicable impact fees, development review fees, building permit fees, and all
30 other fees of any type shall be paid in accordance with their terms and in such amounts applicable
31 as they become due and payable except as is otherwise specifically provided herein. ¹
32

¹ It is specifically acknowledged that any development permit application submitted during a period where fees have been reduced or waived by the County, whether before or after the Effective Date of this Agreement, shall be subject to the lower of the then applicable fees or the fees in effect as of the Effective Date of this Agreement.

1 7. Equitable Estoppel and Vested Rights Option. The parties agree that the County’s
2 willingness to enter into this Agreement, the staff approvals or recommendations relative to the
3 proposed Development, submittals to or before the County or the State, and any other act in
4 furtherance of this Agreement by the County, including the negotiations leading up to the
5 execution of this Agreement, shall not be used by Pirate’s Cove or its successors in title or
6 interest in any way whatsoever as committing the County legally through the theory of equitable
7 estoppel or any other legal theory to the approval of the Development contemplated by this
8 Agreement in the event that this Agreement is terminated or for any other reason does not take
9 effect in all material respects. The parties further agree that any and all action by Pirate’s Cove
10 or its representatives in negotiation of this Agreement, including all efforts in the implementation
11 of this Agreement or submittals to other governmental bodies, shall in no way be deemed to be
12 an action in reliance giving rise to an equitable estoppel. In the event that it is not possible to
13 implement this Agreement fully, including any revocation, cancellation or termination, each
14 parties’ legal position will be identical to the legal position that they would have maintained if all
15 matters regarding the proposed development of the Property had never been discussed between
16 them. Nothing in this paragraph ~ shall be deemed a waiver on the part of any party of
17 compliance with the statutory requirements for the modification, amendment, revocation or
18 cancellation of a development agreement under §163.3220, *et.seq.*, F.S., nor any waiver of any
19 available legal or injunctive remedies. The parties agree that at the end of the term of this
20 Agreement, Pirate’s Cove, or any successor in title or interest, may proceed though a vested
21 rights determination as provided by the applicable County code in effect at the time of the vested
22 rights application.
23

24 8. Permitted Development. Notwithstanding the current land use plan designations, the
25 maximum commercial density which may be constructed on the Property for the purposes of
26 compliance with the Citrus County Land Development Code is 88,512 building square feet
27 (MOL) of CLC land uses comprising a 33 unit resort condominium, a restaurant of
28 approximately 2,612 square feet of indoor seating, 1,055 square feet of outdoor seating and
29 approximately 5,359 square feet of ancillary resort space as reflected on the CSP - Exhibit “~”.
30 The CLC uses reflected on the CSP are governed by the LDC standards in effect at the time of
31 the Effective Date. The permissible maximum height shall be fifty (50) feet. There is no
32 required phasing schedule for completion of the Development. The timing of future construction
33 shall be controlled by Pirate’s Cove.
34

35 9. Infrastructure. Pirate’s Cove, its successors, assigns or agents, shall permit, design,
36 construct and maintain all required infrastructure facilities, providing that said infrastructure

1 facilities have received site plan approval, construction plan approval and that all review
2 procedures have been complied with fully. Onsite infrastructure facilities shall include those
3 facilities to be located within the boundaries of the Property, including common areas of the
4 Development as shown on the CSP. Offsite infrastructure shall include any construction outside
5 the boundaries of the Property.

- 6
- 7 a. The Pirate’s Cove structure shall not receive a certificate of occupancy until the
8 onsite infrastructure as shown on the CSP is completed and approved by the
9 County. In addition to meeting the requirements of the LDC, at a minimum the
10 following items shall be addressed:
- 11
- 12 i. Onsite access drives (i.e., internal roadways) and onsite easements
13 sufficient for the use of all County emergency vehicles and County utilities
14 to the extent necessary for the proposed development application.
- 15
- 16 ii. A final stormwater drainage system to collect, conduct, transmit, channel
17 or otherwise provide for stormwater collection and flow from the proposed
18 development to an onsite stormwater drainage retention area as shown on
19 the CSP.
- 20
- 21 iii. At the completion of the Development, Sanddollar Lane shall be
22 established as a paved, 2-lane local road complying with all County
23 standards for such a road.
- 24
- 25 b. Buffer widths and plantings shall be constructed as required by the LDC to the
26 extent necessary for the proposed development application.
- 27
- 28 c. Onsite signage pursuant to the CSP and the Signage list attached hereto and made
29 a part hereof as Exhibit”~” to the extent necessary for the proposed development
30 application.
- 31
- 32 d. Water and sewer systems to the extent necessary for the proposed development
33 application; and
- 34
- 35 e. Sidewalks, pedestrian connections to the Ozello Community Park and other
36 pedestrian amenities such as lighting, trash receptacles and benches to the extent

1 necessary for internal pedestrian circulation in the proposed development
2 application.
3

4 10. Ozello Community Park. The parties acknowledge that improvements to the Ozello
5 Community Park will be mutually beneficial, and will help achieve the County's goals of
6 promoting eco-tourism, waterfront access and access to the St. Martins Aquatic Preserve. To
7 achieve these mutual benefits:

- 8
- 9 a. Pirate's Cove at its sole cost will construct its 6" waterline along the North Pirate
10 Point right-of-way as shown on the CSP so as to permit Citrus County to connect ²
11 to said waterline and construct restrooms and related facilities in the Park. Water
12 thus supplied to Citrus County shall be metered so that the ongoing the cost of this
13 water supply shall be paid by Citrus County.
14
- 15 b. Citrus County at its sole cost may construct a sewer line from the restrooms at the
16 Ozello Community Park to the performance based aerobic septic system at
17 Pirate's Cove. Pirate's Cove shall provide an easement for this line. At no cost to
18 Citrus County, Pirate's Cove shall treat the sewage from the park restrooms in
19 accordance with the performance standards for the septic system.
20
- 21 c. Pursuant to the negotiations between the parties that resulted in the consummation
22 of this agreement, Pirate's Cove has prepared, at its cost, the Conceptual Park
23 Improvement Plan (CPIP) attached as Exhibit ~ hereto and made a part hereof.
24 Within 90 days of the issuance of the Certificate of Occupancy for Pirate's Cove,
25 Citrus County shall complete the implementation of the CPIP. Thereafter, Citrus
26 County shall maintain the improvements made pursuant to the CPIP as if said
27 improvements were governed by the LDC.
28

29 11. Water Supply for Firefighting. In addition to all other required Citrus County
30 approvals required for the construction and installation of the water storage tank, such
31 construction and installation shall be subject to the approval of the Citrus County Fire Rescue
32 Department to ensure that the tank is appropriately designed and constructed to permit its use as
33 a source of water for firefighting, if needed at any point in time.
34

² Subject to the agreement of both parties, the connection point may be changed from that shown on the CSP.

1 12. Required Permits. Local development permits and/or orders which will need to be
2 approved and issued include, but are not limited to, the following:

- 3
- 4 a. Building permits for the commercial structure.
- 5
- 6 b. Final site plan approval:
- 7
- 8 i. Final site plan approval for the Development issued per LDC Section 2233
9 shall be valid for a term of two (2) years from the date of issuance with a
10 right to one (1) extension for up to six (6) months as approved by the
11 Director of Development Services.
- 12
- 13 ii. The County may approve minor modifications (as that term is defined by
14 the LDC) to the CSP during the site planning process without requiring the
15 amendment of this Agreement, provided such minor modifications are
16 consistent with the LDC and the terms of this Agreement.
- 17
- 18 iii. If there is a discrepancy between the CSP and a final site plan for the
19 Development, the final site plan for the Development shall control.
- 20
- 21 c. Permits from the State of Florida, Department of Environmental Protection
22 (“FDEP”) for the onsite sewage disposal system and for the connection to the
23 water service provided by Ozello Water Association, Inc. See the Utilities section
24 for additional standards relative to central utilities to the Property.
- 25
- 26 d. Citrus County Right of Way Utilization permits, including but not limited to
27 permits allowing Pirate’s Cove to:
- 28
- 29 i. Excavate and relocate dirt and fill material offsite;
- 30
- 31 ii. For any excavated material to remain on the Property, Pirate’s Cove shall
32 obtain a stockpile permit as required by the LDC; and
- 33
- 34 iii. For the extension of the waterline along North Pirate Point.
- 35
- 36 e. Connect its internal access drives to the County right of way at the locations

1 indicated on the CSP.

- 2
- 3 f. Make required improvements to Sanddollar Lane; and
- 4
- 5 g. A condominium plat consistent with construction plans and the CSP and with the
- 6 Draft Condominium Documents attached hereto as Exhibit ~, and made a part
- 7 hereof. Pirate's Cove, at its sole discretion, subject to the approval of Citrus
- 8 County, which approval shall not be unreasonably withheld, delayed or
- 9 conditioned, may change the ownership format from a condominium to a
- 10 comparable form such as, by way of example and not limitation, a Limited
- 11 Liability Company, except that a timeshare form of ownership as defined by
- 12 Chapter 721, Florida Statutes, is expressly prohibited.
- 13

14 Pirate's Cove shall also obtain any other necessary development permits from the appropriate

15 and necessary government agencies for its onsite and offsite improvements, including, without

16 limitation, the Withlacoochee Regional Planning Council, the State of Florida, FDEP, the U.S.

17 Army Corps of Engineers (ACOE), SWFWMD, the Environmental Protection Agency (EPA) of

18 the United States, and the County. All government approvals and permits shall be obtained by

19 Pirate's Cove at Pirate's Cove' sole cost and prior to construction. In the event that any

20 development permits are not received for the CSP, no further development of the Property shall

21 be allowed until such time as the County Commission has reviewed the matter and determined

22 whether or not to terminate this Agreement or to modify it in a manner consistent with the public

23 interest.

24

25 13. Public Facilities: Transportation. Pirate's Cove agrees that in order to provide

26 adequate access to the Development, as well as to mitigate certain additional transportation

27 impacts caused by the Development, certain improvements to the County's infrastructure and

28 related property dedications are required.

29

- 30 a. Sanddollar Lane. The estimated cost of the required improvements to Sanddollar
- 31 Lane are set forth on Exhibit "~", attached hereto and made a part hereof. Pirate's
- 32 Cove shall be responsible for making these improvements.
- 33
- 34 b. Ozello Trail. The parties acknowledge that the traffic for the construction of
- 35 Pirate's Cove will cause some wear and tear on the Ozello Trail. Accordingly, the
- 36 parties agree as follows:

- 1 i. The method and equipment used by Pirate’s Cove to transport construction
2 equipment, supplies and material to the Development, in particular by way
3 of example and not limitation, vehicle types, maximum weights,
4 maximum lengths, and hours of operation, and shall be subject to the
5 approval of Citrus County, which approval shall not be unreasonably
6 withheld, delayed or conditioned.
7
- 8 ii. Within 10 days of the filing of the Notice of Commencement of the
9 construction, a representative of Citrus County and a representative of
10 Pirate’s Cove shall inventory and document the then present condition of
11 the Ozello Trail.
12
- 13 iii. Within 10 days of the issuance of the final Certificate of Occupancy for
14 Pirate’s Cove, a representative of Citrus County and a representative of
15 Pirate’s Cove shall inventory and document the then present condition of
16 the Ozello Trail.
17
- 18 iv. Said representatives shall then confer and agree on the work necessary to
19 restore the Ozello Trail to its pre-construction condition. If the two
20 representatives are unable to agree on the repair costs, they shall appoint a
21 neutral mediator to resolve this issue. If Pirate’s Cove and Citrus County
22 are unable to agree on informal mediation of this issue, then the mediation
23 shall proceed in compliance with the provisions of § 70.51, F.S.
24
- 25 v. Pirate’s Cove shall pay the Transportation Impact Fee ³ at a time and in the
26 amount established by the Citrus County Code.
27
- 28 vi. Pirate’s Cove’s Transportation Impact Fee shall be held in reserve by
29 Citrus County until the cost of repairs set forth in ¶ ~ is established.
30
- 31 vii. If Pirate’s Cove’s Transportation Impact Fee is greater than the cost of
32 repairs to the Ozello Trail set forth in ¶ ~, the cost of said repairs shall be
33 paid first and the balance of the fee shall be used by the County at its sole
34 discretion.

³ Presently estimated at \$43,200.

1 viii. If Pirate’s Cove Transportation Impact Fee is less than the cost of repairs
2 to the Ozello Trail set forth in ¶ ~, then Pirate’s Cove shall pay an
3 additional Transportation Impact Fee not to exceed 100% of the original
4 impact fee to be used for the further repair of the Ozello Trail.
5

6 c. Land Conveyed from Pirate’s Cove to Citrus County:
7

8 i. Pirate’s Cove shall dedicate as fee simple road right of way (“ROW”) an
9 area located on the Northwestern boundary of its property to regularize the
10 status of the access road to the Ozello Community Park as per Exhibit “~”,
11 attached hereto and made a part hereof and as indicated on the CSP.
12

13 ii. The access road ROW dedication shall be by quit claim deed in a form
14 satisfactory to the County, free and clear of any encumbrances.
15

16 iii. The deed shall be delivered to the County no later than sixty (60) days
17 after the Effective Date of this Agreement.
18

19 d. Right-of-Way Vacation.
20

21 i. Subject to compliance with C. 336, F.S., and Citrus County Administrative
22 Regulation 13.01-4; Citrus County shall vacate, abandon, discontinue and
23 close and renounce and disclaim any right of the county and the public in
24 and to any land in connection to the land described on Exhibit ~ attached
25 hereto and made a part hereof so that title thereto shall vest with Pirate’s
26 Cove.
27

28 14. Public Facilities: Utilities.
29

30 a. Sewage treatment on the site shall be achieved with a performance based aerobic
31 septic system; which shall be constructed and operated in accordance with all
32 requirements of Citrus County, the Citrus County Health Department and the
33 State of Florida.
34

35 b. Water service to the site shall be provided by the Ozello Water Association, Inc.,
36 in accordance with an agreement between Pirate’s Cove and the Association. Said

1 agreement shall be subject to the approval of Citrus County, which approval shall
2 not be unreasonably withheld, delayed or conditioned.

- 3
- 4 c. Subject to Pirate’s Cove’ compliance with the terms herein, the County shall
5 provide public facilities to the Development in the same manner as it provides
6 public facilities and services to other Citrus County residents/users.
- 7
- 8 d. The Development shall include a water storage tank of sufficient size, and
9 sufficiently equipped to provide fire protection to the Development in accordance
10 with all applicable codes and subject to the approval of the Citrus County Fire
11 Rescue Department. As set out in ¶ ~, the water storage tank shall be designed to
12 provide fire connections satisfactory to the Citrus County Fire Rescue to permit
13 the use of stored water in firefighting as determined to be necessary by the Fire
14 Rescue Department.
- 15

16 15. Concurrency. The parties acknowledge that transportation concurrency is no longer a
17 requirement pursuant to the LDC (Chapter 8). The Developer has, nonetheless, undertaken a
18 traffic study and has demonstrated that the project does not change the traffic level of service on
19 Ozello Trail either on a daily basis or in the PM Peak hour. The parties further acknowledge that
20 the Development will not adversely affect hurricane clearance times on the applicable evacuation
21 routes.

22

23 16. LDC Compliance/Alternate Design Standards. The Development as set forth herein
24 is consistent with the CCCP and the LDC. Unless otherwise specified, the Development and
25 CSP shall conform to the current LDC, Ordinance No.: 90-14, as amended, as of the Effective
26 Date of this Agreement. The following specific conditions shall control over the LDC:

27

- 28 a. Parking. Pursuant to the LDC, a total of 69 parking spaces are required. The
29 approved CSP provides 75 parking spaces, including four handicapped spaces and
30 10 motorcycle spaces. A bicycle rack for 10 bicycles shall be provided as shown
31 on the CSP. The dimensions of the regular parking spaces, handicapped parking
32 spaces, motorcycle parking spaces and the bicycle rack shall be as required by the
33 LDC.
- 34
- 35 b. Tree Preservation/Landscaping. Landscaping shall be provided as per the
36 landscape plan attached hereto as Exhibit ~, and made a part hereof.

- 1 i. For the first two (2) years after the issuance of the Certificate of
2 Occupancy for the Development, Pirate’s Cove, its agents or assigns, shall
3 perform an annual inspection and report on plant survival and maintenance
4 for the Development.
5
6 ii. Pirate’s Cove shall provide a report to the County upon its annual
7 inspection, but no later than sixty (60) days after the anniversary of the
8 Certificate of Occupancy.
9
10 iii. Pirate’s Cove further agrees to implement any and all corrective measures
11 as indicated by the report or as separately directed by the County to ensure
12 all landscaping contained in the approved landscape plan, as contemplated
13 under this Agreement and/or required under future permits, is installed and
14 maintained in a healthy state.
15
16 iv. Failure to maintain the number of plantings required by the Landscape
17 Plan and/or replace dead plantings is subject to enforcement as provided
18 for in the LDC. The failure of Pirate’s Cove, its successors or assigns, to
19 maintain or replace its plantings, after notice and failure to cure, shall be a
20 violation of the terms of this Agreement.
21
22 c. Signage. Onsite signage shall be per the CSP and the Signage List, attached
23 hereto and made a part hereof as Exhibit “~”.
24
25 d. Lighting. All parking lot lighting shall be hooded or directed in such a manner
26 that there are minimal offsite impacts, and shall be per Exhibit “~”. Building
27 lighting shall also be provided in accordance with Exhibit ~, which minimizes
28 light pollution on nearby properties and on the water.
29
30 e. Buffering. Buffering shall be provided in accordance with the LDC.
31
32 f. ISR and FAR. The impervious surface ratio (“ISR”) for the Development shall
33 not exceed the “Max ISR” as set forth on the “Site Data” table of the CSP. The
34 Floor Area Ration (FAR) shall not exceed the “Max FAR” as set forth on the
35 “Site Data” Table of the CSP.
36

1 g. Access Points. The number and location of access points shown on the CSP (the
2 “Access Points”) is consistent with the LDC.

3
4 h. Design and Aesthetics. In addition to meeting the LDC standards, Pirate’s Cove
5 shall insure that the facade, materials, entryways and roof design standards for the
6 Development shall be similar to the design shown in Exhibit “~” attached hereto
7 and made a part hereof. The Director of the Development Services Department,
8 as that term is defined by the LDC, may authorize alternative prototype designs
9 that are substantially similar to the design shown on Exhibit “~”, without
10 requiring an amendment to this Agreement.

11
12 17. Expedited Permitting. The County agrees to a good faith covenant to expedite
13 permitting for the Development, provided that Pirate’s Cove is in compliance with the terms of
14 this Agreement.

15
16 18. Completion of Construction. If, after the construction of any vertical construction
17 element ⁴ of the Development has commenced, construction of the Development is halted for a
18 period greater than 270 consecutive days for any reason other than *force majeure*, an act of God,
19 or any other cause clearly outside of the control of Pirate’s Cove, Citrus County, subject to the
20 consent of Pirate’s Cove, which consent shall not be unreasonably withheld, delayed or
21 conditioned, and subject to the permitting requirements of the LDC, may demolish the vertical
22 construction. Citrus County may place a lien on the Pirate’s Cove property for the cost of the
23 demolition and, if the lien is unsatisfied for a period of 90 days the County may foreclose on the
24 lien in accordance with Florida law

25
26 19. Amendments. Any modification of the CSP which increases the intensity of the
27 Development shall be subject to further LDC review in accordance with the LDC. Further, this
28 Agreement may be amended or canceled by mutual consent of the parties or their successors in
29 interest. However, in the event Pirate’s Cove seeks to cancel this Agreement prior to any site
30 permit being issued for the Development, the County shall consent to the cancellation. Any
31 amendment hereto shall be governed by the process set forth in §163.3225, F.S., and the public
32 hearing process set forth in Citrus County Land Development Code, Chapter 12.

33
34 20. Notices. Any notice or request required or authorized to be given by the terms of this

⁴ A “vertical construction element” is any construction taller than a standard footer.

1 Agreement or under any applicable law by either party shall be in writing, hand delivered or
2 sent by certified or registered mail, postage prepaid, return receipt requested or by FedEx or other
3 nationally recognized overnight courier. Such written notice shall be addressed as follows:
4

5 AS TO CITRUS COUNTY
6 County Administrator
7 110 N. Apopka Avenue
8 Inverness, FL 34450
9

AS TO PIRATE’S COVE
Pirate’s Cove
P. O. Box 784
Kodak, TN 37764

10 and

11 County Attorney
12 110 N. Apopka Avenue
13 Inverness, FL 34450
14

Luke Lirot, Esq.
2240 Belleair Road, Suite 190
Clearwater, FL 33764

15 Either party may, by subsequent written notice, designate a different address or party for
16 receiving notice. Any successor in interest in title to the Property, or any portion thereof, shall
17 provide the County and Pirate’s Cove (if applicable) with written notice of such transfer or
18 conveyance and request to receive notice under this paragraph. Upon receipt of such notice, the
19 County and Pirate’s Cove (if applicable) shall thereafter provide the successor in title with all
20 future notices pursuant to this Agreement without requiring an amendment to this Agreement.
21 Notice deposited in the mail in the manner herein above described shall be effective, and deemed
22 received, from and after three (3) days (exclusive of Saturdays, Sundays and postal holidays)
23 after such deposit and notice by FedEx or other nationally recognized overnight courier shall be
24 deemed effective and received on the next day (exclusive of Saturdays, Sundays and postal
25 holidays). Notice given in any other manner shall be effective only if and when delivered to the
26 party to be notified or at such party’s address for purposes of notice as set forth herein.
27

28 21. Subsequent Laws. Subject to the terms stated herein and the criteria of §163.3233,
29 F.S., subsequently adopted ordinances and policies of general application in the County shall not
30 be applicable to the lands subject to this Agreement unless agreed to by Pirate’s Cove.
31

32 22. Covenant Running with the Land. This Agreement shall constitute a covenant
33 running with the land for the duration hereof and shall be binding upon Pirate’s Cove and upon
34 all persons deriving title by, through or under said Pirate’s Cove and upon its assigns and
35 successors in title. The agreements contained herein shall benefit and limit all present and future
36 owners of the Property and the County for the term hereof.
37

1 23. Entire Agreement. This Agreement constitutes the entire agreement and
2 understanding between the parties and no modification hereof shall be made except by written
3 agreement executed with the same formality of this Agreement or as permitted by the
4 Amendment section of this Agreement.
5

6 24. Assignment. Any reference in this Agreement to Pirate’s Cove contemplates the
7 undersigned and its successors in interest. Pirate’s Cove may assign its rights and responsibilities
8 under this Agreement to a third party.
9

10 25. Payments. All payments to the County as directed herein shall be made on or before
11 the date the first permit is issued for the Development and shall be in a payment form satisfactory
12 to the County.
13

14 26. Severability. If any section, subsection, sentence, clause, phrase or portion of this
15 Agreement is for any reason held invalid or unconstitutional by any court of competent
16 jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such
17 holding shall not affect the validity of the remaining portions hereof.
18

19 27. Enforcement. As provided by Section 163.3243, Florida Statutes, any party to this
20 Agreement may file an action for injunctive relief to enforce the terms of this Agreement.
21

22 28. Applicable Law, Jurisdiction and Venue. This Agreement and the rights and
23 obligations of the County and Pirate’s Cove hereunder, shall be governed by, construed under,
24 and enforced in accordance with the laws of the State of Florida. Citrus County, Florida shall be
25 the venue for any legal proceeding pertaining to the subject matter of this Agreement.
26

27 29. Default and Termination. In the event of a default by either party to comply with the
28 terms of this Agreement, the non-defaulting party shall provide written notice of the specific
29 default to the other party hereto and shall provide a time period by which the default must be
30 cured (the “Cure Period”); provided, however, the Cure Period must be at least thirty (30) days
31 from the date of notice of default is deemed received hereunder. Notice shall be provided as set
32 forth in this Agreement. Upon expiration of the Cure Period, the non-defaulting party shall be
33 entitled to terminate this Agreement if the default has not been cured.
34

35 30. Time. Time is of the essence in respect to this Agreement.
36

PIRATE'S COVE OF OZELLO, INC.
A Florida Corporation

By _____
George H. Decker, as President

Witness
Printed Name

Witness
Printed Name

STATE OF TENNESSEE
COUNTY OF SEVIER

BEFORE ME, personally appeared George H. Decker, President of Pirate's Cove of Ozello, Inc., to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this the _____ day of _____, 2012

Notary Public

1 CITRUS COUNTY/PIRATE’S COVE
2 DEVELOPMENT AGREEMENT

3
4 LIST OF EXHIBITS

- 5
6 A. Legal Description, Pirate’s Cove
7 B. Certificate of Interested Parties
8 C. Conceptual Site Plan
9 D. Signage List
10 E. Conceptual Park Improvement Plan
11 F. Draft Condominium Documents
12 G. Sanddollar Lane Improvement Costs
13 H. Legal Description, Pirate’s Cove to Citrus County
14 I. Legal Description, Area to be Vacated by Citrus County
15 J. Landscaping Plan
16 K. Lighting Plan
17 L. Tentative Design Plans
18