

Development Agreement

This Development Agreement (hereinafter the "Agreement") is made and entered into this 2nd day of February, 2006, by and between Post Publishing, Inc., a Florida Corporation, whose mailing address is 9741 International Court North, St. Petersburg, FL 33716-4807, and First Tampa Bay Isle, LLC, a Florida limited liability corporation, whose address is 2637 McCormick Drive, Clearwater, FL 33759 (hereinafter referred to collectively as the "Developer"), and the City of St. Petersburg, Florida 33731 (hereinafter the "City").

WITNESSETH:

Whereas, Post Publishing, Inc., is the fee simple title owner of that certain parcel of land located at the corner of Dr. Martin Luther King Jr. Street North and 118th Avenue North within the boundaries of the City, the description of which is attached hereto and made a part hereof as Exhibit "A" (herein the "Post Publishing Property"); and

Whereas, First Tampa Bay Isle, LLC, is the fee simple owner of that certain parcel of land located west of 10th Way North and north of 118th Avenue North within the boundaries of the City, as part of this application, the description of which is attached hereto and made a part hereof as Exhibit "B" (herein the "First Tampa Property"); and

Whereas, the Post Publishing Property and the First Tampa Property are referred to herein collectively as the "Property;" and

Whereas, Developer desires to develop the Property with a mixed use development of up to 24 residential units per acre, or up to 30 residential units per acre with TDRs, for the project site area (excluding preservation areas), one (1) unit per acre for the project site area within the preservation area and 30,000 square feet of office space, as permitted in the City's RO-2 zoning category in a Primary Activity Center (with the understanding that the development of office space will reduce the overall number of residential units); if TDRs are utilized the utilization of TDRs must comply with the Countywide Rules of Pinellas County, Florida; and

Whereas, the Developer and the City desire to establish certain terms and conditions relating to the proposed development of the Property in accordance with Sections 163.3220-163.3243, Florida Statutes, the Florida Local Government Development Act (hereinafter the "Act");

Now, therefore, in consideration of the conditions, covenants and mutual promises hereinafter set forth, the Developer and City agree as follows:

1. Recitals. The foregoing recitations are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.
2. Intent. It is the intent of the Developer and the City that this Agreement shall be adopted in conformity with the Act and that this Agreement shall be construed and implemented so as to effectuate the purposes and intent of the Act. This Agreement

shall not be executed or binding upon either party until adopted in conformity with the Act.

3. **Effective Date and Duration.** This Agreement shall become effective upon its execution by Developer and City. The duration of the Agreement shall be for ten (10) years from the date of execution and may be extended by mutual consent of the Developer and City, subject to public hearings in accordance with Section 163.3225, Florida Statutes.

4. **Permitted Development Uses and Building Intensities.**

(a) **Permitted Development Uses.** The property is currently zoned RO-P and ROP Preservation with a land use designation of R/OG. The Developer shall apply to the City to rezone the Property to RO-2 and RO-2 Preservation with a concurrent application to amend the Future Land Use designation of the Property to R/OG with a Primary Activity Center overlay. The Developer will provide the affordable housing component listed below in Section 5.(c)(xi), and upon such rezoning and land use plan amendment being adopted, the Property may be used for the purposes permitted in that zoning district subject to the additional limitations and conditions set forth in this Agreement. The Developer agrees to provide 30 affordable workforce housing units on-site.

(b) **Building Heights and Intensities.** Building heights and intensities of the buildings constructed on the Property shall be as provided in the City's RO-2 and RO-2 Preservation zoning district regulations following rezoning of the Property to RO-2 and RO-2 Preservation subject to the ability of the Developer to seek appropriate variances. The City shall allow a mixed use development of the Property of up to 24 residential units per acre, or up to 30 residential units per acre with TDRs, for the project site area (excluding preservation area), one (1) unit per acre for the project land area designated as preservation area and 30,000 square feet of office space (with the understanding that the development of office space will reduce the overall number of residential units). The Developer agrees not to use any TDRs in developing this property.

(c) Attached hereto as Exhibit "C" is a conceptual site plan for the Property. This site plan is conceptual only and is subject to full site plan review in accordance with existing procedures established by the City's Land Development Regulations.

5. **Public Benefit/Facilities; Traffic Concurrency.**

(a) On site utility improvements necessary to provide service to the Property shall be required to be constructed at Developer's cost prior to issuance of certificates of occupancy for the Property.

- (b) The determination of adequacy of public facilities, including transportation facilities, to serve the proposed development shall be made in accordance with the City's concurrency requirements in existence as of the date of this Agreement.
- (c) The Developer shall be required to provide the following improvements:
 - (i) Construct and incorporate an internal pedestrian sidewalk system linking the various components of the development. A portion of the pedestrian system shall be developed as an environmental education pathway through or around the perimeter of the preservation areas. Displays will be constructed providing information regarding native species and the benefits of Green Building practices. The paths will connect the various phases of the development.
 - (ii) Provide pedestrian crosswalk enhancements on 10th Way North.
 - (iii) Provide enhanced landscaping and shade trees along 10th Way North.
 - (iv) Provide a sidewalk between 112th Court North and Roosevelt Boulevard on the west side of Dr. Martin Luther King Jr. Street North. Providing this segment of sidewalk will furnish a missing link and create a continuous sidewalk on the west side of Dr. Martin Luther King Jr. Street North, north of Roosevelt to 118th Avenue North. This provides direct pedestrian access to the thousands of jobs in the immediate vicinity as well as nearby shopping, service and restaurants.
 - (v) Provide a bus shelter on Dr. Martin Luther King Jr. Street North close to the property. The location to be determined by the Developer and PSTA.
 - (vi) Provide pedestrian crosswalks and signals at Dr. Martin Luther King Jr. Street North and Roosevelt: south on the west side of the street and east on the east side of the street where a crosswalk already exists going south, subject to FDOT approval. If FDOT does not permit this improvement, failure to provide this improvement will not be deemed a default under this agreement.
 - (vii) Items (i) through (vi) must be completed prior to receipt of a Certificate of Occupancy for Phase II of the proposed development.

- (viii) Incorporate up to 30,000 square feet of office space in the development (with the understanding that the development of office space will reduce the overall number of residential units).
- (ix) Mandatory recycling will be incorporated as a requirement in the condominium association documents of Phases II and III.
- (x) Phases II and III of the development to be built to the Florida Green Building Code.
- (xi) The Developer agrees to provide the City with 30 affordable workforce housing units to be incorporated into an affordable workforce housing program with maximum sales price for the units not to exceed the then current maximum sales price as determined by the City of St. Petersburg's Housing and Community Development Department for families with incomes not to exceed 120% of the MFI (Median Family Income, adjusted for household size and published by the Florida Housing Finance Corporation for the Tampa Bay SMSA). The Developer agrees to work with the City to create appropriate documentation to assure that the affordable units created by this agreement will remain affordable for a minimum of twenty (20) years from the date of transfer to the qualifying homebuyer. All 30 of the affordable workforce housing units will be provided on-site prior to receipt of a certificate of occupancy for Phase III of the development.

6. **Reservation or Dedication of Land.** The Developer shall not be required to reserve or dedicate land within the Property for municipal purposes, except easements for utility services to be provided by the City, as and where necessary.
7. **Special Area Plan.** This Development Agreement, the attached Conceptual Site Plan and exhibits comprise a Special Area Plan as per the Countywide Rules of Pinellas County, Florida.
8. **Local Development Permits.** The following additional local development permits will need to be approved in order to develop the Property for uses permitted in the RO-2 zoning district.
 - a. Rezoning approval
 - b. Future Land Use Amendment
 - c. Final site development plan approval
 - d. Water, sewer, paving and drainage permit
 - e. Building permits
 - f. Certificates of Occupancy; and
 - g. Any other official action of the City having the effect of permitting the development of land.

9. Consistency with Comprehensive Plan. Development of the Property for the purposes allowed in the City's RO-2 zoning district shall be consistent with the City's Comprehensive Plan once the Future Land Use element of the Plan is amended to R/OG (PAC), Residential Office General with Primary Activity Center overlay. Except with respect to the rezoning of the Property to the RO-2 zoning district and the amendment of the Future Land Use element of the City's Comprehensive Plan, compliance with the City's Land Development Regulations shall be determined as of the date of this Agreement.

The City is presently studying a revision of the land development regulations which, if adopted in the form presently proposed, would result in new zoning district regulations for the subject property. The new zoning district, to be called NSM (Neighborhood Suburban Medium), would permit multifamily residential development up to 15 units per acre, and up to 30 units per acre in a Primary Activity Center. The adoption of the revision of the land development regulations presently under study will be a legislative act of the City Council. The City can make no representations that such revisions will be adopted in the form in which they are currently proposed.

10. Necessity of Complying with Local Regulations Relative to Permits. Developer and City agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the effective date of this Agreement shall not relieve Developer of the necessity of complying with the applicable regulation governing said permitting requirements, conditions, fees, terms, or restrictions.
11. Binding Effect; Recording. The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns. A copy of this Agreement shall be recorded among the Public Records of Pinellas County, Florida, upon execution of this Agreement.
12. Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Developer and City agree that Pinellas County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. Both parties agree that in the event litigation is brought by either party, that each waives its right to a trial by jury.
13. Entire Agreement. This Agreement sets forth the entire Agreement and understanding between the parties hereto relating in any way to the subject matter contained herein and merges all prior discussions between Developer and City. Neither party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement and this Agreement

may not be amended or modified except by written instrument signed by both parties hereto

- 14. **Cancellation.** If the Developer fails to obtain rezoning of the Property to RO-2 Residential Office and amendment of the Future Land Use element applicable to the Property to R/OG (PAC) Residential Office General with Primary Activity Center overlay, this Agreement shall become null and void.

IN WITNESS WHEREOF, the parties have executed this Development Agreement as of the day and year first above written.

WITNESSES:

Sign: Steven Kurcan
Print: STEVEN KURCAN

Sign: Najla Y. Kassiss
Print: Najla Y. KASSIS

WITNESSES:

Sign: Steven Kurcan
Print: STEVEN KURCAN

Sign: Najla Y. Kassiss
Print: Najla Y. KASSIS

POST PUBLISHING, INC.

By: Grady C. Fridgen III, President

FIRST TAMPA BAY ISLE, LLC

By: Post Publishing, Inc. as Agent for First Tampa Bay Isle, LLC

By: Grady C. Fridgen III
President, Post Publishing, Inc.
Agent for First Tampa Bay Isle, LLC

ATTEST:

Eva Andujar
Eva Andujar, City Clerk

CITY OF ST. PETERSBURG, FLORIDA

By: Rick Baker
Rick Baker, Mayor

Witnesses as to City of St. Petersburg

Sign: Angela Collins
Print: ANGELA COLLINS

Sign: Linda Kantaskas
Print: Linda Kantaskas



SEE PAGES 7 - 8 FOR ACKNOWLEDGMENTS OF THE PARTIES

ACKNOWLEDGMENT - CITY OF ST. PETERSBURG, FLORIDA

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29th day of ^{JUNE} February, 2006, by Rick Baker, Mayor, and Eva Andujar, City Clerk, on behalf of the City of St. Petersburg, Florida, who are personally known to me or who have produced _____ as identification.



NOTARY PUBLIC

Sign: Cathy E. Davis
Print: Cathy E. Davis
Notary Public, State of Florida

My commission expires:

APPROVED AS TO CONTENT:

City Attorney (or designee)

By: [Signature]
Assistant City Attorney

APPROVED AS TO FORM:

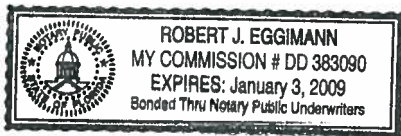
City Attorney (or designee)

By: [Signature]
Assistant City Attorney

ACKNOWLEDGMENT - POST PUBLISHING, INC.

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 20 day of February, 2006, by Grady C. Pridgen III, in his capacity as President of Post Publishing, Inc., who is personally known to me or who have produced _____ as identification.



NOTARY PUBLIC

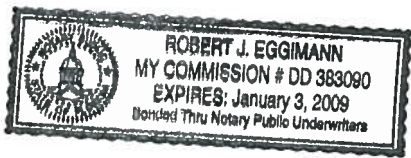
Sign: [Signature]
Print: Robert J. Eggimann
Notary Public, State of Florida

My commission expires: 1/3/2009

ACKNOWLEDGMENT - FIRST TAMPA BAY ISLE, LLC

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 20 day of February, 2006, by Grady C. Pridgen III, in his capacity as President of Post Publishing, Inc., as Agent for First Tampa Bay Isle, LLC, who is personally known to me or who have produced _____ as identification.



NOTARY PUBLIC

Sign: Robert J. Eggimann

Print: ROBERT J. EGGIMANN

Notary Public, State of Florida

My commission expires: 1 | 3 | 2009

10th WAY NORTH 60.00' (P&C)

50.00' (P)
60.47' (M)

9'55" E 1649.54' (M)
SET CIP LB#6711

10 CIP FND CIP

2

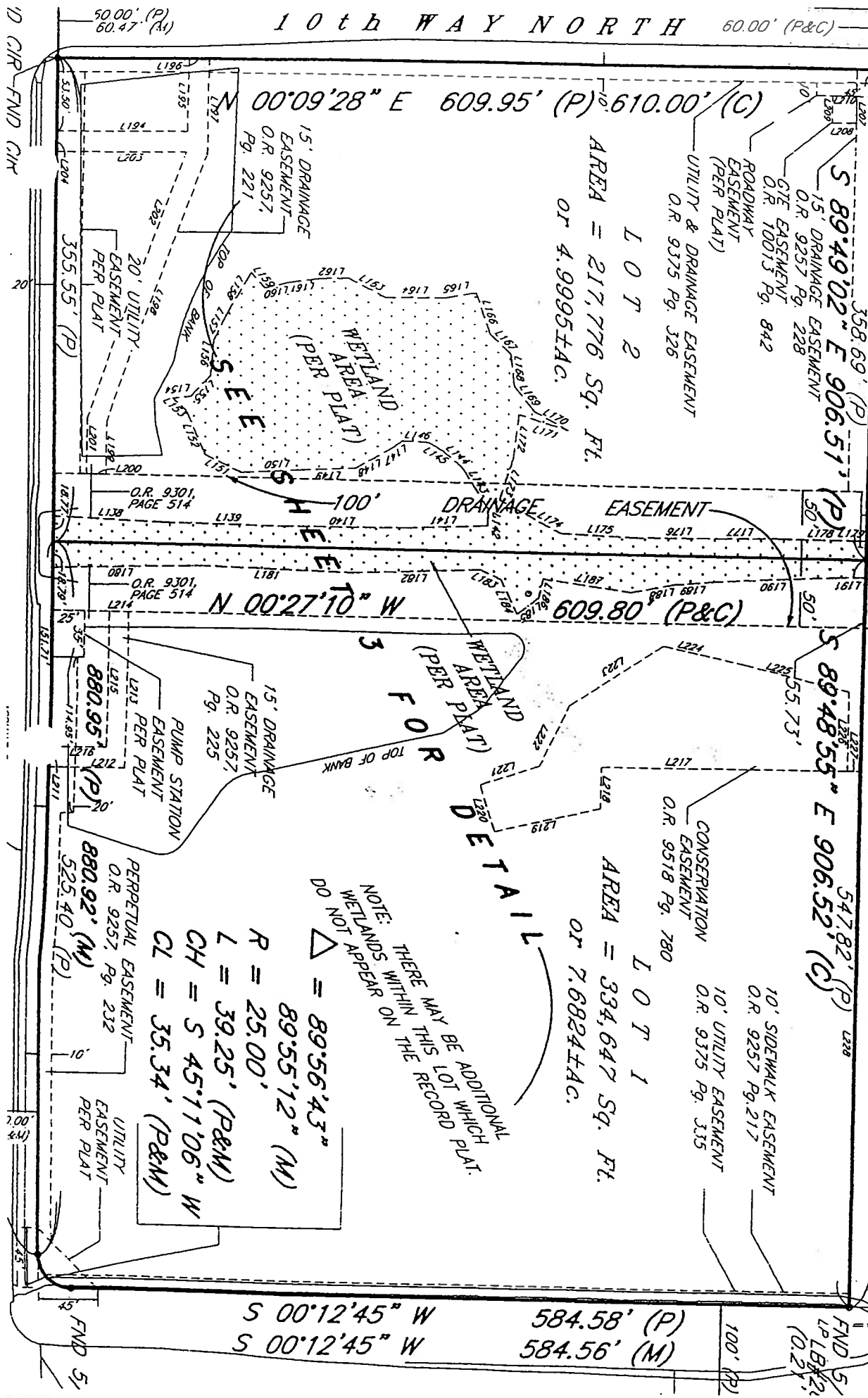
100'

FND 5

100'

100'

100'



N 00°09'28" E 609.95' (P) 610.00' (C)

AREA = 217,776 Sq. Ft.
OR 4.99954AC.

LOT 2

S 89°49'02" E 906.51' (P)

(OVERALL)

N 00°27'10" W 609.80' (P&C)

FOR
DETAIL

AREA = 334,647 Sq. Ft.
OR 7.68244AC.

LOT 1

S 89°48'55" E 906.52' (C)

NOTE: THERE MAY BE ADDITIONAL WETLANDS WITHIN THE RECORD PLAT. DO NOT APPEAR ON THIS RECORD PLAT.

△ = 89°56'43"
R = 25.00'
L = 39.25' (P&M)
CH = S 45°11'06" W
CL = 35.34' (P&M)

S 00°12'45" W 584.58' (P)
S 00°12'45" W 584.56' (M)

C.M. S 58°50'
FND LB#6

First Tampa Bay Isle, LLC
1525 W. Hillsborough Ave.
Tampa, FL 33603

July 13, 2005

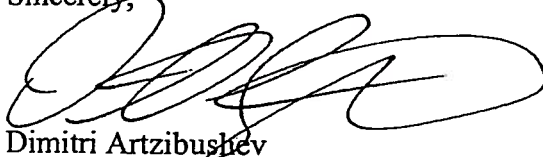
Mr. Rick MacAulay
Development Services
City of St. Petersburg
P. O. Box 2842
St. Petersburg, FL 33731-2842

Re: Rezoning Request

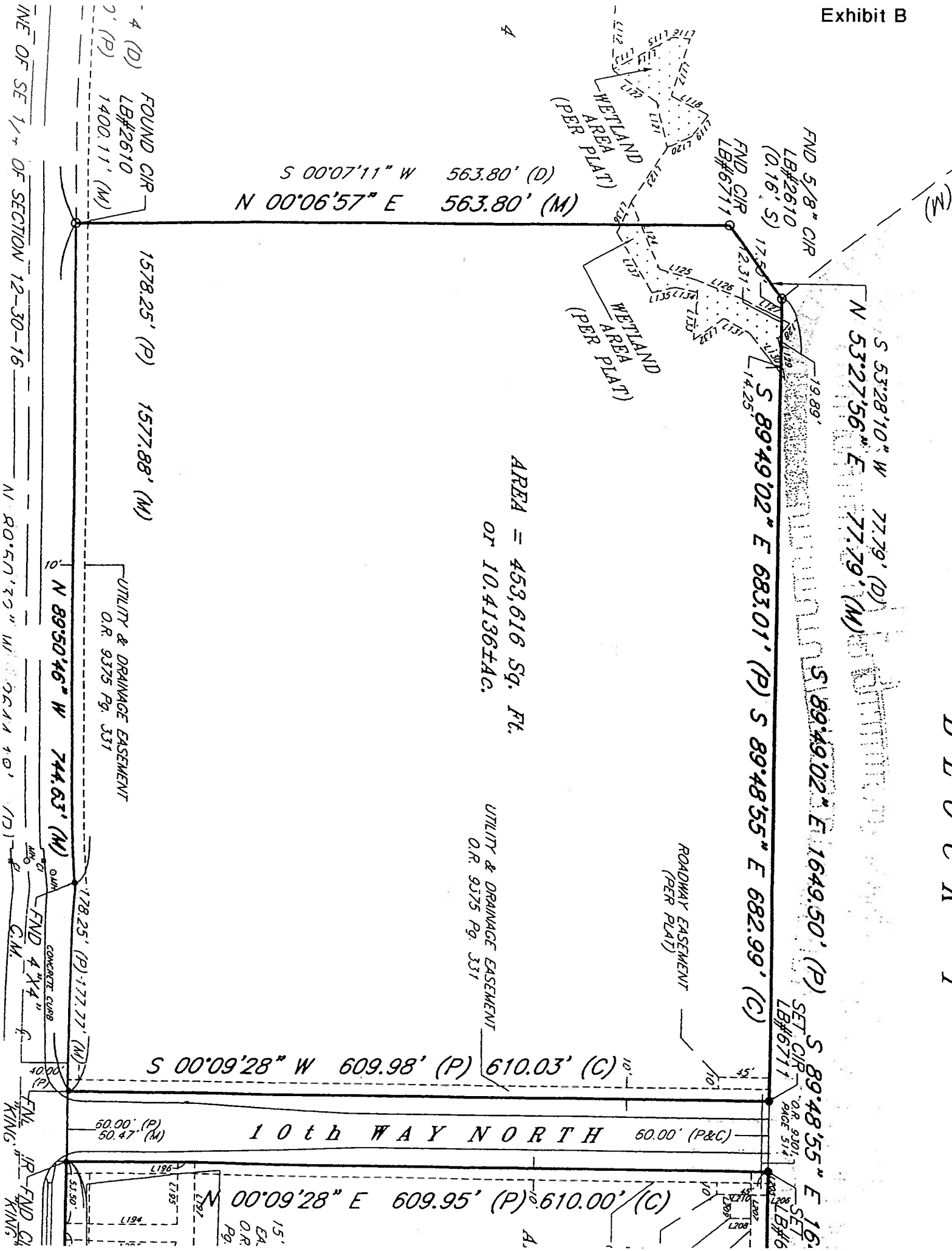
Dear Mr. MacAulay,

This letter authorizes Post Publishing Inc to act as the agent for First Tampa Bay Isle, LLC in the rezoning of property located in St. Petersburg located west of 10th Way North and north of 118th Ave North. The property is approximately 10 acres mol and identified in the attached Exhibit.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dimitri Artzibushev', written over a large, stylized, circular scribble.

Dimitri Artzibushev
Authorized Representative of Member
First Tampa Bay Isle, LLC



S 00°07'11" W 563.80' (D)
 N 00°06'57" E 563.80' (M)

FND 5/8" CIR
 LB#2610
 (0.16' S)
 FND CIR
 LB#6711

S 53°28'10" W 77.79' (D)
 N 53°27'56" E 77.79' (M)

S 89°49'02" E 1649.50' (P)
 S 89°48'55" E 682.99' (C)

AREA = 453,616 Sq. Ft.
 OR 10.41364 AC.

UTILITY & DRAINAGE EASEMENT
 O.R. 9375 Pg. 331

ROADWAY EASEMENT
 (PER PLAT)

1578.25' (P) 1577.88' (M)

UTILITY & DRAINAGE EASEMENT
 O.R. 9375 Pg. 331

N 89°50'46" W 744.63' (M)

S 00°09'28" W 609.98' (P) 610.03' (C)

10th WAY NORTH 50.00' (P&C)

N 00°09'28" E 609.95' (P) 610.00' (C)

4 (D) LB#2610
 2' (P) 1400.11' (M)
 FND CIR
 FOUND CIR

LINE OF SE 1/4 OF SECTION 12-30-16
 N 80°57'43" W 2611.10' (D)

CONCRETE CURB
 FND 4" X 4"
 G.M.
 FNL KING
 IR KING
 FND KING

SET CIR
 O.R. 9304
 PAGE 514
 LB#6711
 SET
 O.R. 9304
 PAGE 514
 LB#6

15'
 E4
 O.R.
 Pg.

Exhibit C

Conceptual Site Plan

Exhibit 1 is a conceptual site plan of the proposed development of the 23 acre parcel. The parcel will be developed into townhomes west of 10th Way North, and into condominiums east of 10th Way North. The development will include 30 affordable workforce housing units and 30,000 square feet of commercial, office, service uses.

The development includes an internal pedestrian sidewalk system linking the various components of the development. A portion of the pedestrian system shall be developed as an environmental education pathway through or around the perimeter of the preservation areas. In addition to providing internal circulation within the development, this system will provide links to the Primary Activity Center located directly south of the site across 118th Ave North.

The applicant will provide crosswalk enhancements on 10th Way North as well as enhanced landscaping and shade trees along 10th Way North to enhance circulation within the development and to the Primary Activity Center.

In addition the applicant proposes to provide a sidewalk between 112th Court and Roosevelt Boulevard on the west side of Dr. Martin Luther King, Jr. Street North. Providing this segment of sidewalk will furnish a missing link in the sidewalk system creating a continuous sidewalk on the west side of Dr. Martin Luther King, Jr. Street North, north of Roosevelt Boulevard to 118th Avenue North. This provides direct pedestrian access to the thousands of jobs in the immediate vicinity as well as nearby shopping, services and restaurants located within the Primary Activity Center. See Exhibits 2, 3, 4 and 5.

A bus shelter will be provided on Dr. Martin Luther King, Jr. Street North adjacent to the property; the exact location to be determined by the Developer in conjunction with PSTA. This amenity enhances circulation within the Primary Activity Center and provides connectivity between the proposed development and the balance of the Primary Activity Center. The bus shelter will also provide opportunities for residents within the proposed development to connect to other bus routes within the PSTA system providing connectivity to the entire county via the bus system. See Exhibit 2.

The site for the proposed development is located approximately one mile from the future PSTA Bus Hub and approximately one and one half miles from the future Inter Model Transportation Hub of Pinellas County. These amenities will provide residents within the Primary Activity Center and the proposed development multiple opportunities for transportation services that will provide connectivity within the Activity Center and Pinellas County.

The applicant will provide a pedestrian crosswalk and signals at Dr. Martin Luther King, Jr. Street North and Roosevelt Boulevard, south of the west side of the street and east on the east side of the street where a crosswalk already exists going south, subject to FDOT approval. This off site improvement will enhance circulation with the Primary Activity Center. See Exhibits 4 and 5.

Exhibit 6 identifies the retail, service, grocery and drug store locations near the proposed development all within approximately one half of a mile from the proposed development.

Exhibit 7 provides a visual of the proximity of the development to employment opportunities with the Primary Activity Center. This exhibit also shows the proposed location of the Pinellas Trail a biking, pedestrian and jogging path that will bisect the Primary Activity Center going west to east and provide connectivity to the balance of the Pinellas Trail which provides access to the rest of Pinellas County as well as access to the Freedom Trail and Hillsborough County.

As additional information the applicant has provided as Exhibit 9 a copy of the PSTA Bus System Map for review. The map identifies the PSTA Bus routes that bisect the Activity Center and identifies the various bus route connections which provide connectivity within Pinellas County.

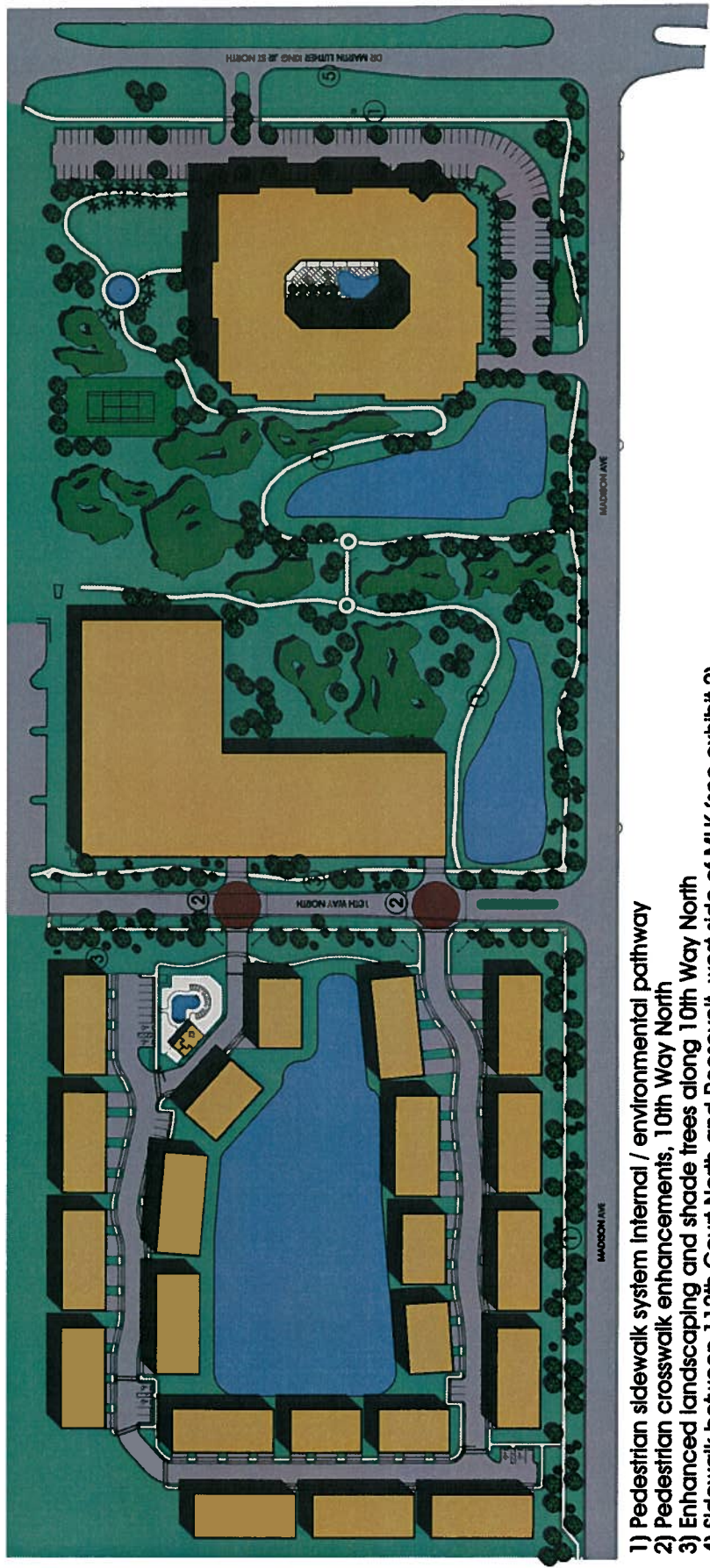
The applicant has also provided as Exhibit 10 a Comprehensive Transportation and Land Use Map which identifies the various major land use categories and their relationship to one another in and near the Activity Center. This Map also identifies the various transportation amenities which provide connectivity of the Activity Center to surrounding employment, educational, and recreational facilities.

Exhibit 11 is an Economic Connectivity Analysis completed by Fishkind and Associates for the subject property. The study demonstrates that the proposed development meets the qualifying test established in the County Wide Plan for inclusion in the Primary Activity Center.

Phase 3 - Condominiums
 30,000 square feet Commercial /
 Office / Service Uses / 30 Affordable
 Work Force Housing Units

Phase 2 - Condominiums

Phase 1 - Townhomes



- 1) Pedestrian sidewalk system internal / environmental pathway
- 2) Pedestrian crosswalk enhancements, 10th Way North
- 3) Enhanced landscaping and shade trees along 10th Way North
- 4) Sidewalk between 112th Court North and Roosevelt, west side of MLK (see exhibit 2)
- 5) Bus shelter
- 6) Pedestrian crosswalks and signals, MLK and Roosevelt (see exhibits 2,3,4, and 5)

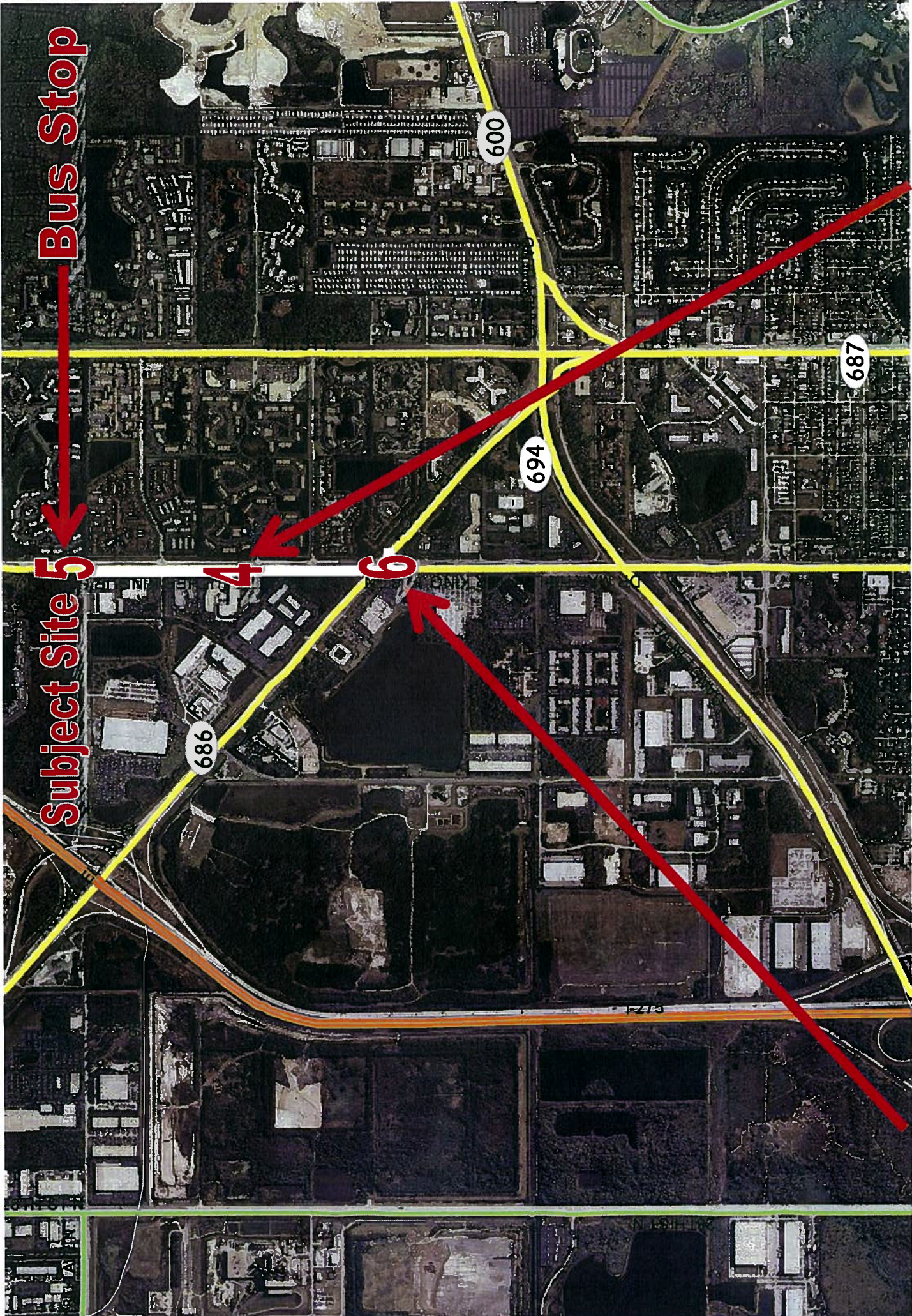
EXHIBIT 1

GPI / Madison Ave

St. Petersburg, Florida



Sidewalk and Crosswalk Improvements



Bus Stop

Subject Site 5

686

600

694

687

Pedestrian Crosswalks and Signals at Roosevelt Boulevard and Martin Luther King Jr. Street.

Exhibit 2

Sidewalk between 112th Court and Roosevelt Boulevard.

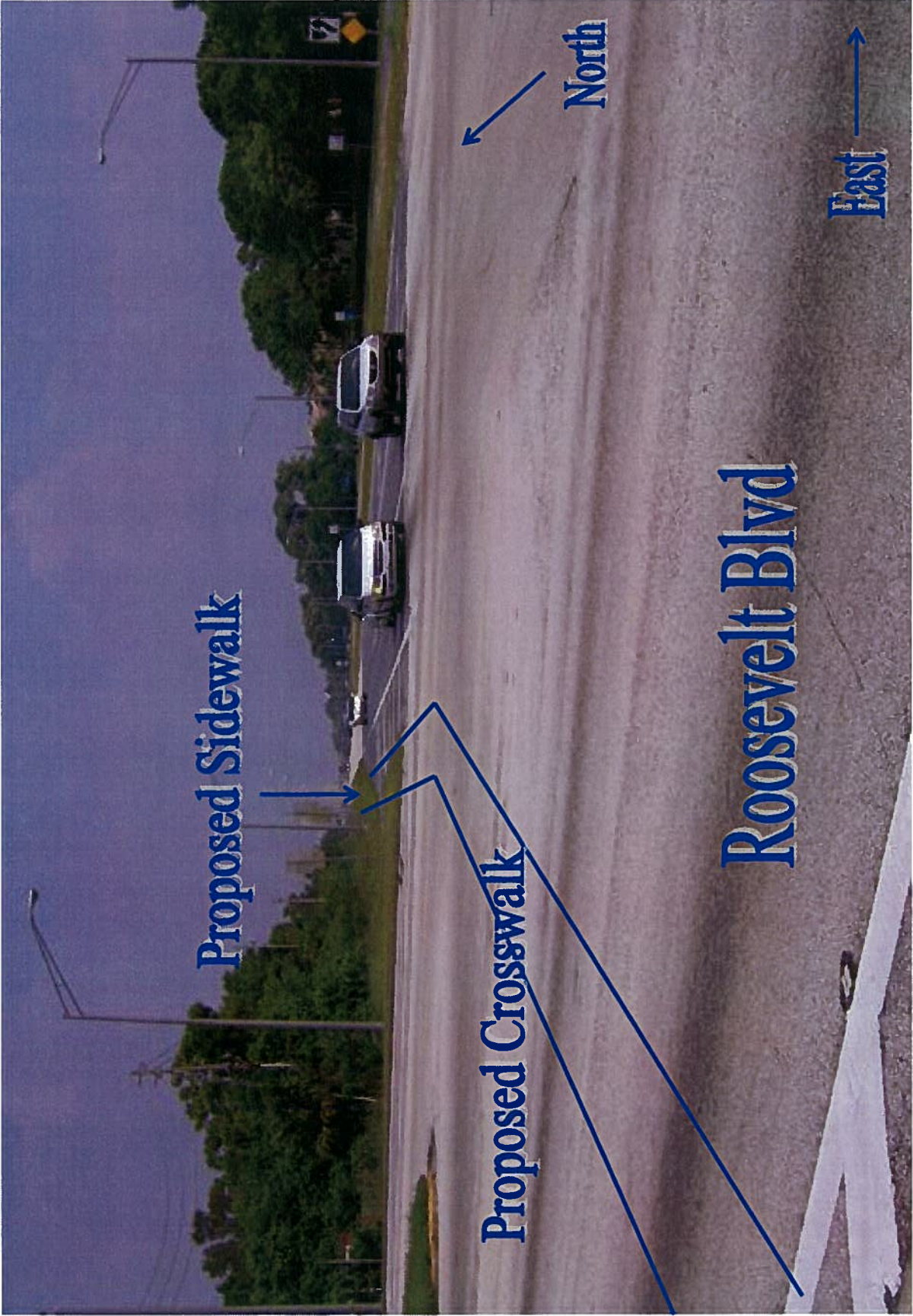


Exhibit 3

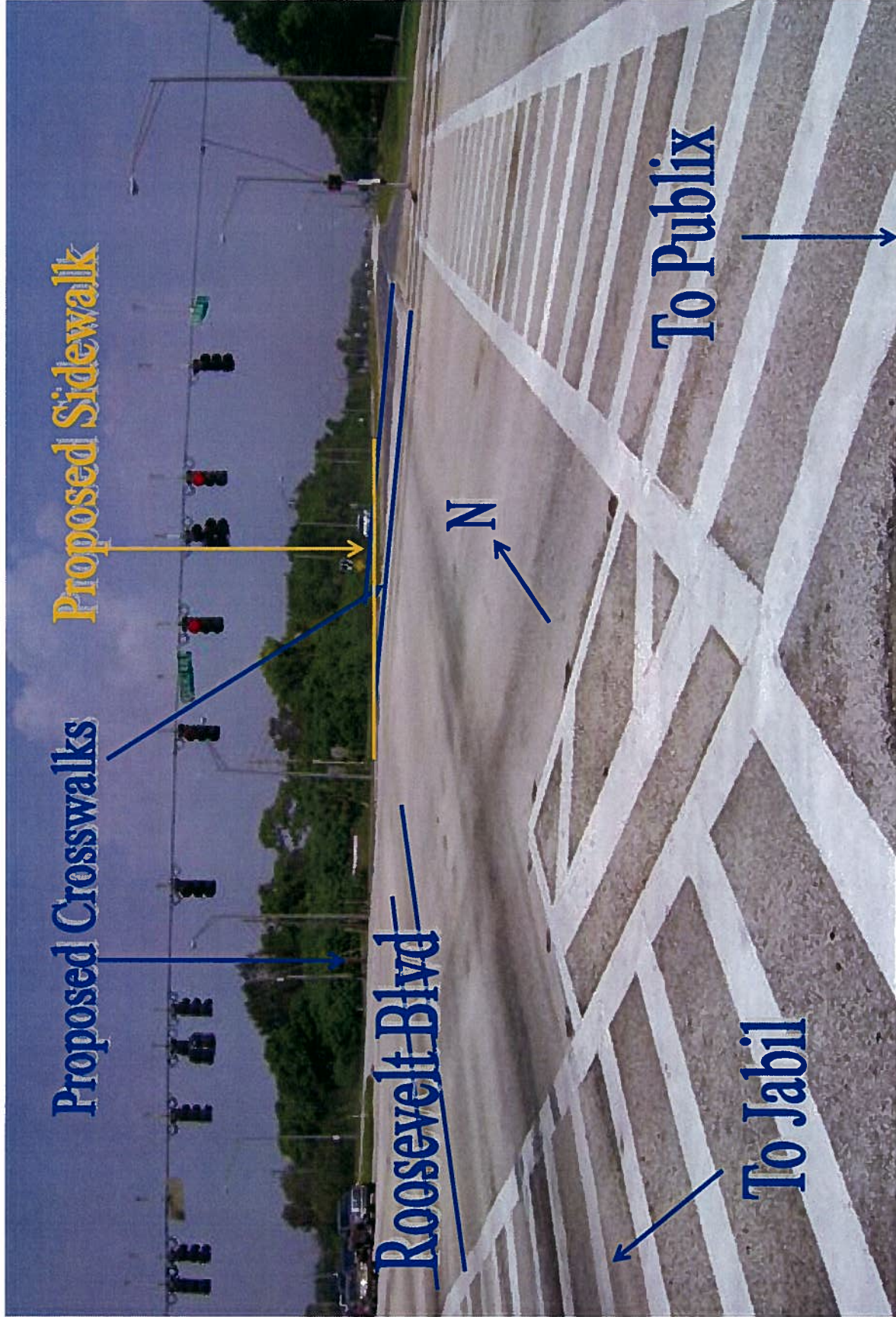


Exhibit 4

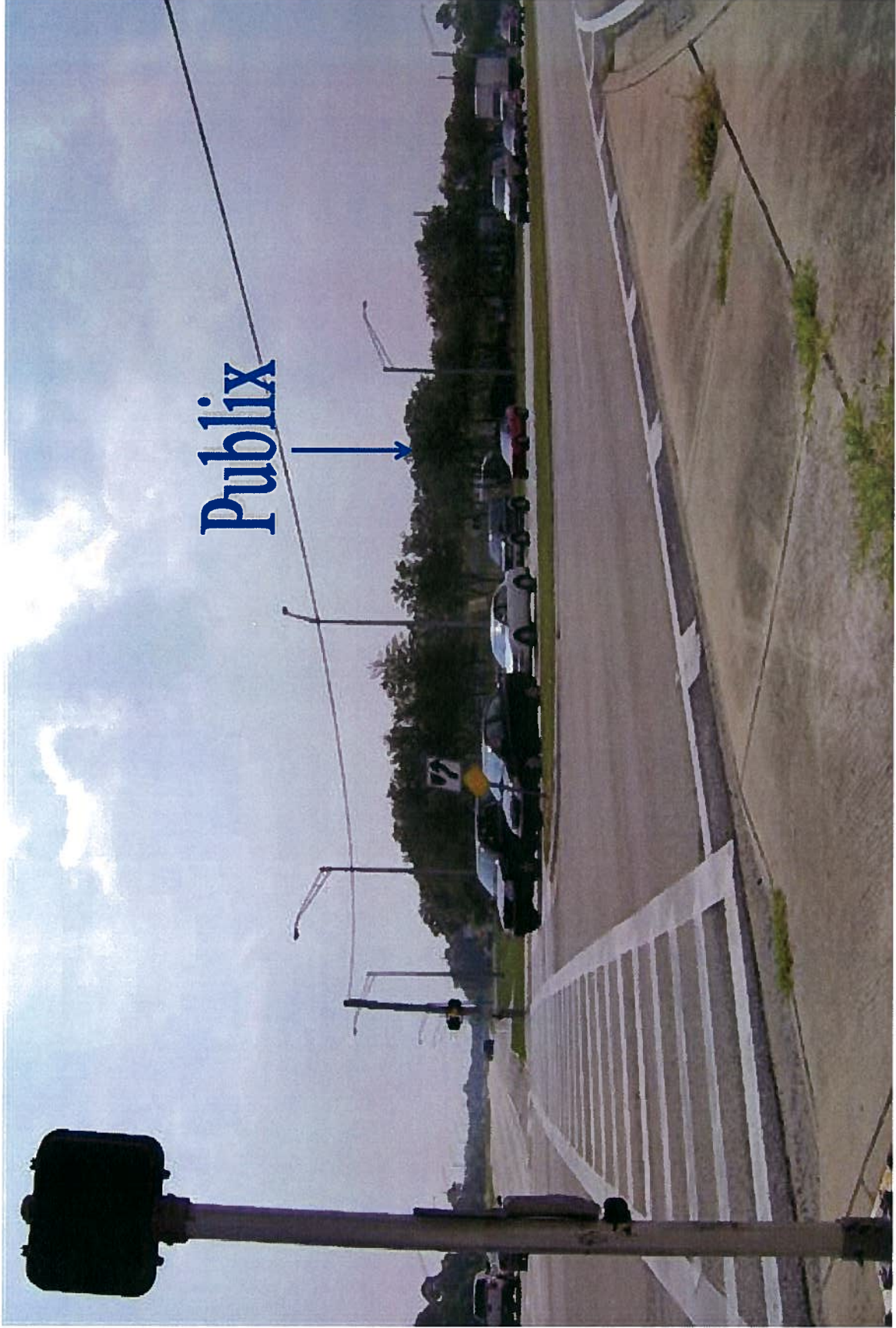
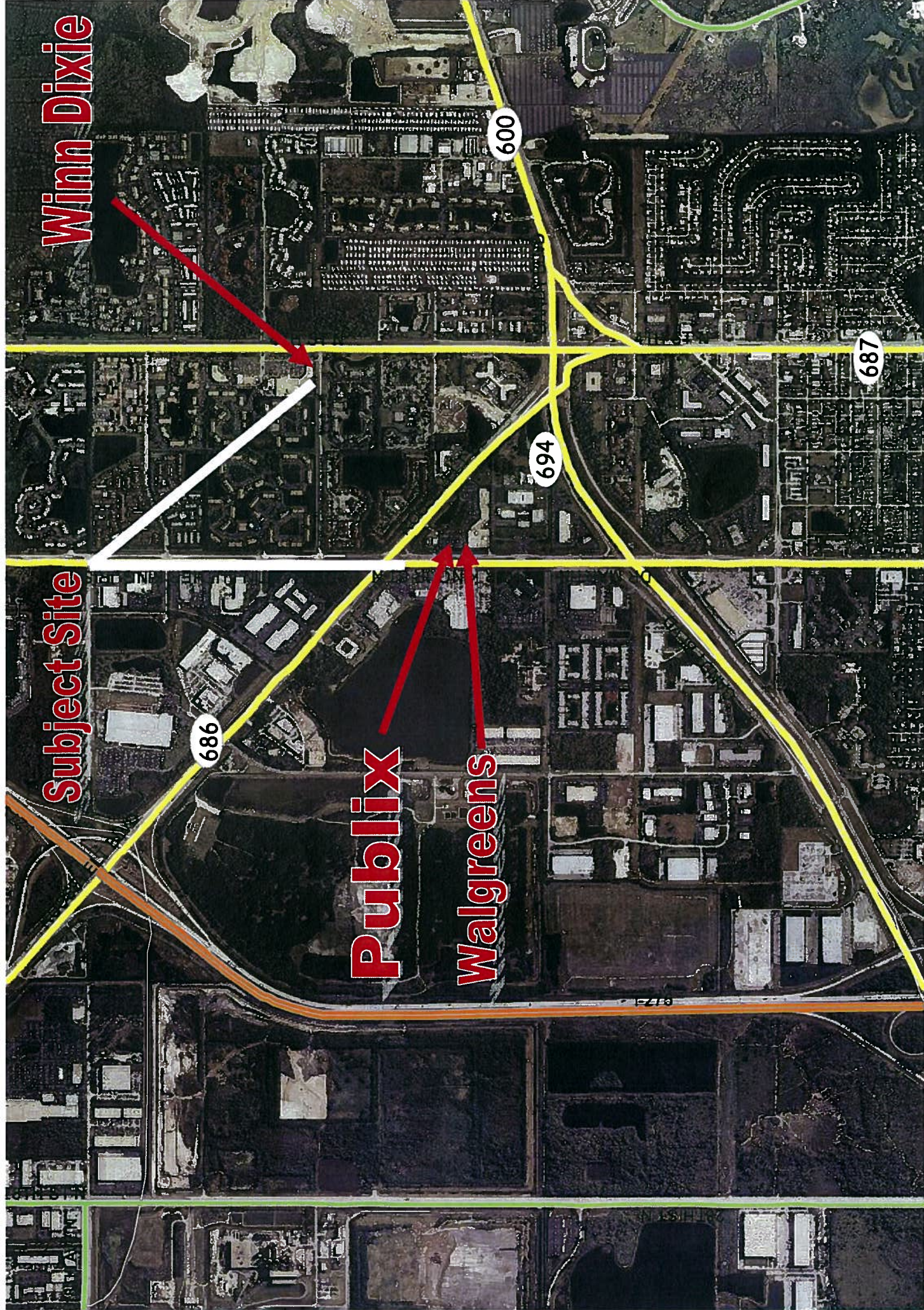
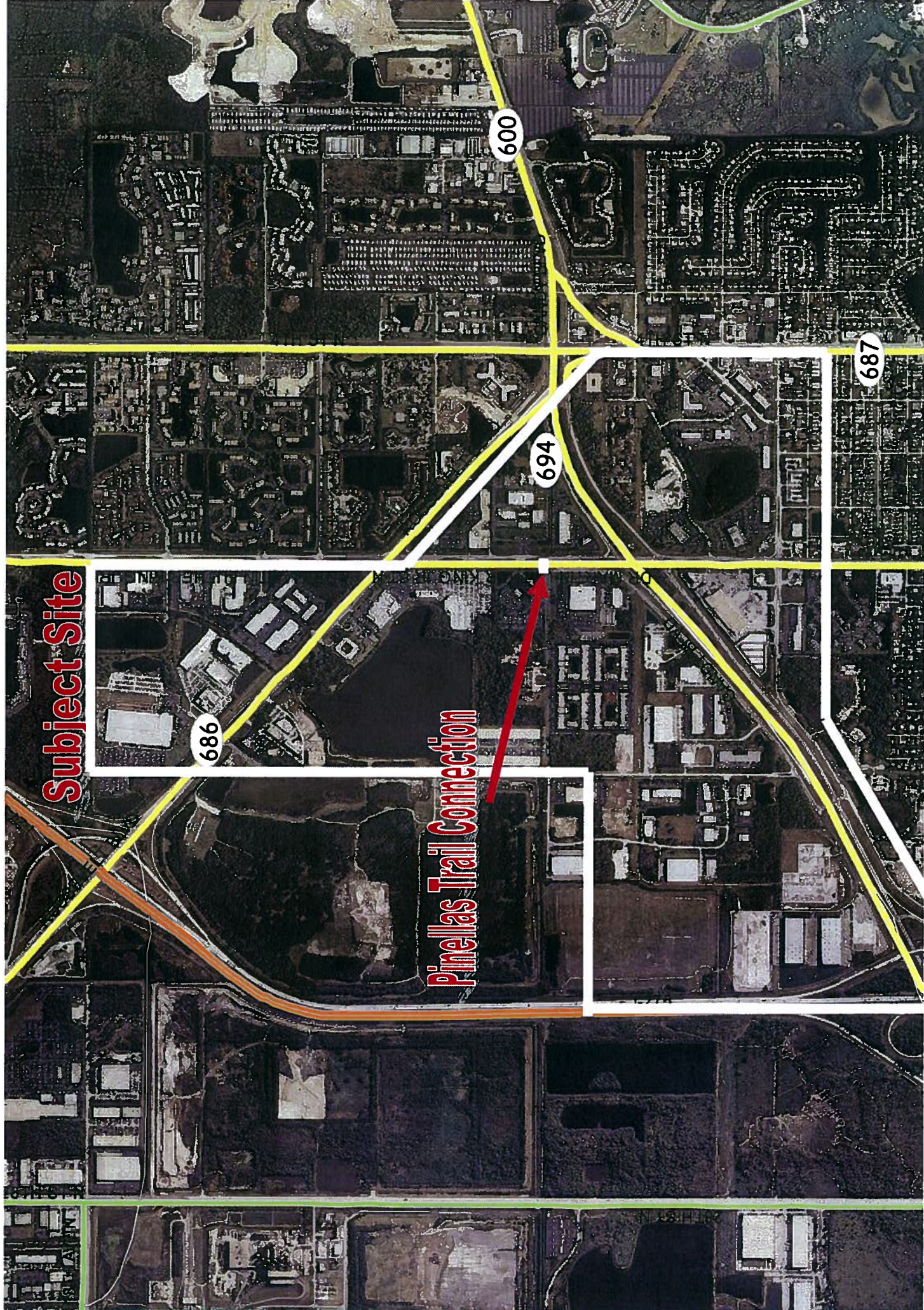


Exhibit 5

Nearby Retail, Service, Grocery and Drugstore



Adjacent Employment Within Walking/Biking Distance



Subject Site

Pinellas Trail Connection

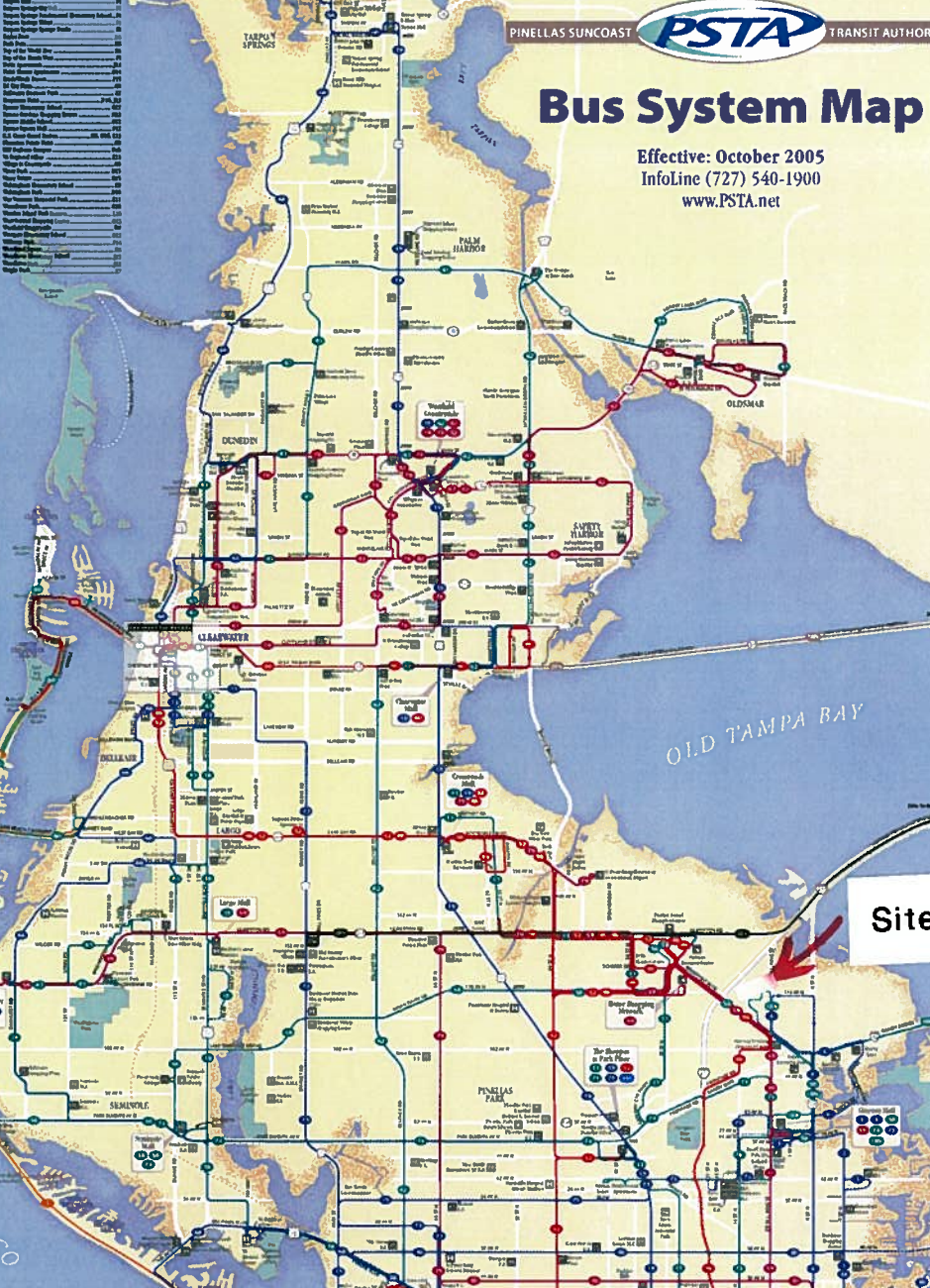
Primary Activity Center Boundary



Exhibit 8

Index of Places to Visit

Vertical index table listing various locations and their corresponding route numbers, organized into columns and rows.



Bus System Map

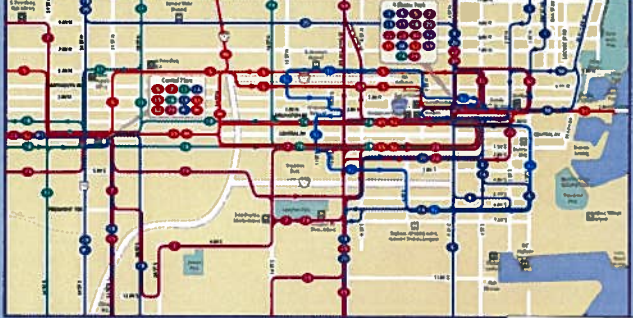
Effective: October 2005
InfoLine (727) 540-1900
www.PSTA.net

Site

Downtown Clearwater



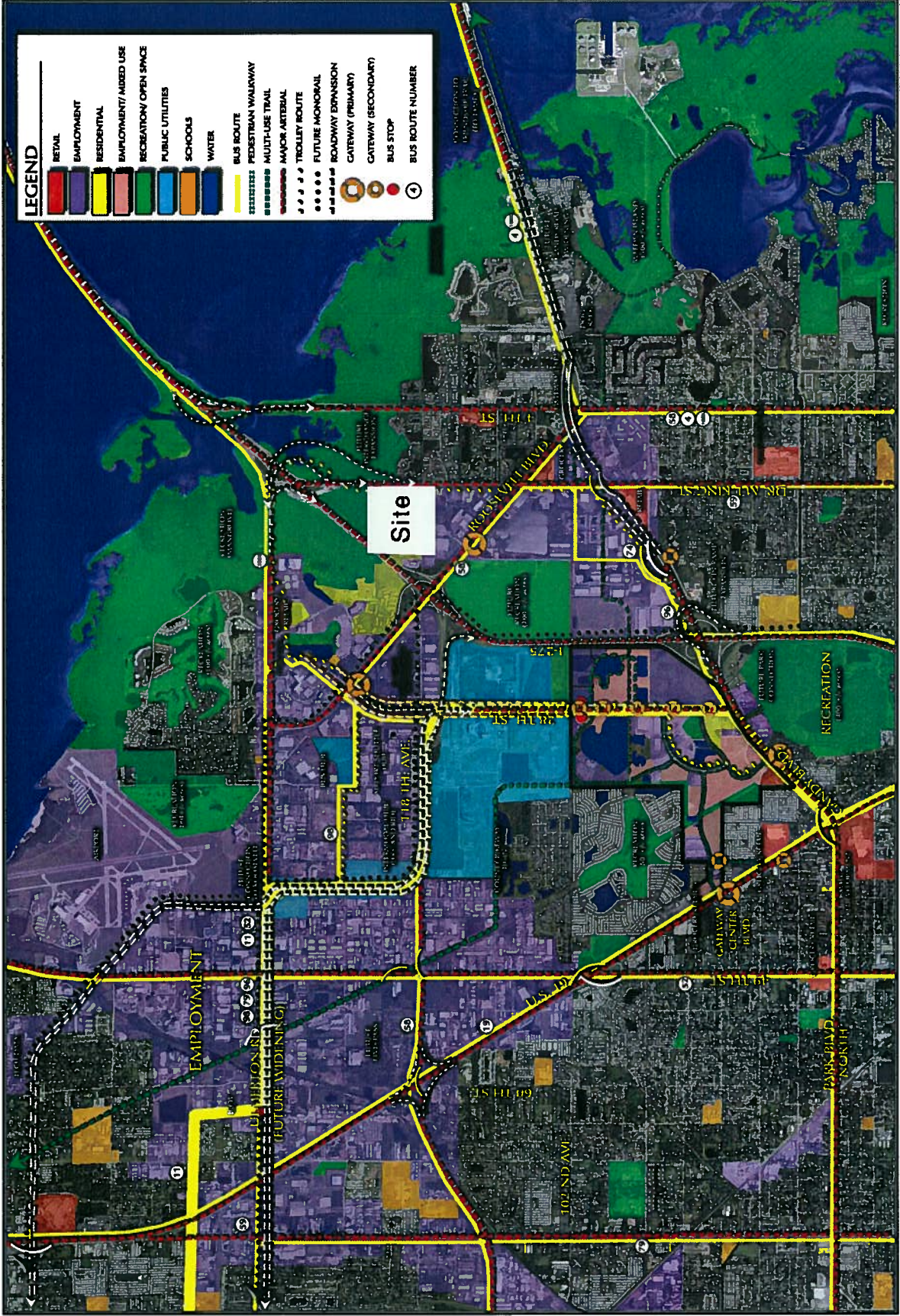
Downtown St. Petersburg & Central Plaza



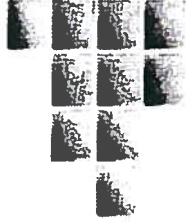
Legend/Leyenda

- PSTA bus routes
- Intermodal Service (Transit to Airport)
- Downtown Clearwater
- Pinellas Park Station
- Downtown St. Petersburg
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station
- Clearwater Station

Site
Círculo de las Estaciones de Transferencia
1. Clearwater Station
2. Dunedin Station
3. Largo Station
4. Oldsmar Station
5. St. Petersburg Station
6. Sunset Station
7. West Nyack Station
8. Wildwood Station



**FISHKIND
& ASSOCIATES**



TO: Grady Pridgen, President
Grady Pridgen, Inc.
9741 International Court N.
St. Petersburg, FL 33716

FROM: Hank Fishkind, Ph.D., President and Brian Martin, Associate
Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, FL 32817

SUBJECT: Economic Connectivity of the Madison Property into the Activity Center

DATE: January 5, 2006

1.0 Introduction

Gary Pridgen, Inc. ("Client") retained Fishkind & Associates ("Consultant") to assess the economic functionality of the Madison Property ("Project") in relation to the existing Gateway Primary Activity Center ("Activity Center").

The Project is designed as a mixed-use development of 438 residential units and 30,000 sq. ft. of office or service related business. Of the 438 residential units, 30 of the units will be priced and marketed as affordable housing. The property for the Project is generally located on the north side of 118th Ave. N., and west of Dr. Martin Luther King, Jr. St. N. The property totals +/- 23 acres.

The Client wishes to have the property included in the Activity Center based on the functional relationship between this property and the Activity Center. Several factors, including access, connectivity, functional relationship between other land uses, and branding or marketing of the Project will be examined in order to determine if this property should be included into the Activity Center from an economic perspective.

2.0 Access, Connectivity, and Location

The Project's property rests on the northeast border of the Activity Center along 118th Ave. N. The major highway artery of I-275 dissects and provides major traffic service into and out of the Activity Center. I-275 also serves the Project's site. Other roads that service both the Activity Center and the Project's site are 118th St. N., Dr. Martin Luther King, Jr. St. N., and Roosevelt Blvd.

In addition, there is a proposed bus route that will circle the Activity Center and also provide access to the Project. This bus route would allow residents who lived at the Project and worked in the Activity Center an alternate way to work. Crosswalks and sidewalks are also planned for Roosevelt Blvd. that will allow even greater connectivity with the existing pedestrian paths.

It certainly appears that by examining a map of the Project's site and the Activity Center that the qualifications for factors such as access, connectivity of roads, and location are clearly met. The Project's site is adjacent to the existing Activity Center and will be served by the same roads that serve the Center. Therefore, the Project is connected to the Activity Center by common transportation routes. General access is similar, and the Project and the Activity Center are adjacent.

3.0 Functional Relationship Between Land Uses

Another important qualification for inclusion in the Activity Center relates to the functional relationships between the Project and the land uses located in the Activity Center. The Project is planned for office and residential land uses. The Activity Center is comprised of office space and residential developments. The office uses in the Project are complimentary and supportive of those in the Activity Center. Creating a greater concentration of office uses in the Activity Center strengthens both offerings. The economic functionality of both is enhanced. In addition, the residential dwelling units located in the Project will be ideally located close to places of employment. In the case of the affordable housing units, it is useful to have employment opportunities within walking or biking distance.

In addition to the office jobs found onsite and in the existing Activity Center, the residents will be close to retail establishments such as grocery stores such as Publix, Winn-Dixie, and Walgreens. The prospect of new office jobs adjacent to the existing Activity Center alone satisfies the functional relationship requirement between the Project and the Center. In addition, the Project will add new residential units that will offer workers in the Activity Center and on the Project's site a place to live close to where they may work. Locating residences near employment centers is a cornerstone of smart growth. The functional relationship between the Project's mixed-use land use and the Activity Center's mixed-use land use is solidly displayed.

4.0 Branding and Marketing

Continuity of marketing or branding of adjacent parcels is also an important quantification for determining economic functionality between land uses. The Activity Center is marketed as an office park and the natural extension of the Center to include the Project's site would contribute to the overall branding strategy for the area. Business owners benefit from additional housing units built in the area providing for the opportunity for their employees to live closer to their jobs, should they choose. The branding theme of 'a place to live and work' would apply to not only the Project's site but to the entire Activity Center. The extension of the Activity Center to include the Project's site would be a natural fit into the overall marketing strategy of attracting quality companies to the area.

5.0 Ranking each Criteria

The following chart displays the relative strength for each of the criteria discussed above. One is the lowest and would represent the Project's site having no representative characteristics of the criteria while a seven would represent an exceptional display of criteria. Grades of five and above should be considered to represent an above average relationship between the criteria and the Project.

Access, connectivity of roads, and the functional relationship between the mixed-use Project and the mixed-use Activity Center are exceptionally displayed. Office and residential uses on the Project site fit comfortably and compatibly into the Activity Center. Roads that serve the existing Activity Center will also serve the Project. Proposed sidewalks will allow for even greater connectivity for pedestrian traffic. Main thruways like I-275, Martin Luther King Jr. St. and Roosevelt provide excellent access to the site.

The marketing and branding relationship between the Project and the existing businesses in the Activity Center is also exceptional. The Project can be marketed as a mixed-use development just as the overall Activity Center. The branding of the Project will have a strikingly similar feel to that of the existing Activity Center.

