



Community Redevelopment Agency

City of Tarpon Springs
324 East Pine Street
Tarpon Spring, Florida 34689
(727) 938-3711

<http://www.ctsfl.us/agenda.htm>

**COMMUNITY REDEVELOPMENT AGENCY
WORK SESSION
FOR THE DOWNTOWN TARPON SPRINGS REDEVELOPMENT AREA
THURSDAY, NOVEMBER 13, 2025
12:30PM
2ND FLOOR MEDIA ROOM**

CALL TO ORDER

ROLL CALL

AGENDA ITEM

1. Tarpon Registry (Forbes Lot) Project Discussion **(Charles Rudd City Manager)**

ADJOURNMENT

Prepared by and when recorded return to:

Andrew J. Salzman, Esquire
Unice Salzman, P.A.
1855 Little Road
Trinity, FL 34655

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the Agreement) is made and entered into this day of _____, 2025, by and between the COMMUNITY REDEVELOPMENT AGENCY FOR THE CITY OF TARPON SPRINGS, Florida, ("CRA"), and INFILL STUDIO, L.L.C., ("Redeveloper").

WITNESSETH:

WHEREAS, the CRA is authorized by the Florida Local Government Redevelopment Agreement Act, Sections 163.3220 - 163.463, Florida Statutes, and the City's Charter, Ordinances and Codes (Code) to enter into a Redevelopment agreement; and

WHEREAS, the CRA is the owner in fee simple of certain real property located at 144 East Tarpon Ave., Tarpon Springs, Florida 34689 and more particularly described in Exhibit A attached hereto and incorporated herein (hereinafter the Property); and

WHEREAS, the CRA advertised for proposals on redevelopment of the Property; and

WHEREAS, a public meeting was held on October 7, 2025, to discuss the three (3) proposals that the CRA received regarding the redevelopment of the Property; and

WHEREAS, the CRA has determined that the Redeveloper's proposal is consistent with the CRA'S goals and objectives for the redevelopment of the Property; and

WHEREAS, the CRA desires to have the Redeveloper develop the Property into a multi-use facility to include a hotel; and

WHEREAS, the Redeveloper is requesting the CRA and the City of Tarpon Springs provide financial assistance in the way of credits and financial and technical assistance; and

WHEREAS, CRA desires a reasonable option to repurchase the Property should the Redeveloper fail to meet the terms and conditions of this Agreement or desire to sell the Property in the future.

NOW THEREFORE, for and in consideration of mutual benefits and public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby

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acknowledged, the parties hereto agree as follows:

Section 1. RECITALS.

The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

Section 2. LEGAL DESCRIPTION OF REAL PROPERTY.

2.01 The CRA is the fee simple owner of the real property described as follows: 144 East Tarpon Ave., Tarpon Springs, FL 34689 and more fully described in Exhibit A.

Section 3. EFFECTIVE DATE/DURATION OF AGREEMENT.

3.01 This Agreement shall become effective upon execution by all parties.

Section 4. PURCHASE PRICE, CLOSING AND CONVEYANCE

4.01 The purchase price for the Property shall be Twenty-Five Thousand Dollars (\$25,000.00) paid by cash to the CRA by the Redeveloper at the time of closing.

4.02 Prior to closing redeveloper shall provide the CRA with an acceptable irrevocable letter of credit in an amount acceptable to the CRA. The City may call the letter of credit to complete the project construction if the Redeveloper fails to complete the project.

- 4.03 Prior to closing the Redeveloper shall obtain the following entitlements: Site Plan Approval
- Conditional Use Approval
- Certificate of Appropriateness (Heritage Preservation Board Approval)

4.04 Closing will occur within ten (10) days of meeting the conditions contained in both subsections 4.02 and 4.03 unless otherwise agreed to in writing by both Parties.

4.05 The CRA agrees to convey title to the Property to the Redeveloper by special warranty deed, free and clear of all encumbrances or liens, except zoning and/or restrictions and prohibitions imposed by government authority and easements of record.

4.06 The CRA shall select the title insurance company and shall provide the Redeveloper with a title commitment that is reasonably acceptable to the Redeveloper within twenty (20) days from the Effective Date.

4.07 The Redeveloper shall pay all closing costs, including but not limited to documentary stamps which are required to be affixed to the special warranty deed, recording the deed and each part shall pay its own legal fees.

4.08 With the exception of the requirements of subsection 4.05, the Redeveloper agrees they are purchasing the Property in an “As Is” condition with no other warranties, assurances, or guarantees of the condition of the Property by the CRA or the City of Tarpon Springs.

Section 5. OBLIGATIONS OF THE REDEVELOPER.

5.01 The Redeveloper will submit such applications and documents as are required by law and shall comply with the City of Tarpon Spring’s Code of Ordinances, Rules, Regulations and Land Use Requirements at the time of Redevelopment review and during Redevelopment of the Property.

5.02 The obligations under this Agreement shall be binding on the Redeveloper, their successors or assigns.

5.03 The Redeveloper shall allow the property to be utilized by the City for events until such time as site work begins.

Section 6. SITE PLAN.

6.01 In order to avoid any adverse impacts of the Redevelopment of the Property on the abutting property owners and on the residents of the City of Tarpon Springs, the parties agree that the Property will be developed in substantial compliance with the Site Plan attached hereto as Exhibit “B”. As such, Site Plan may be modified during the Site Plan review process and by the requirements of other state and local government agencies having jurisdiction over the Redevelopment of the Property and by concurrency review and the Land Redevelopment Codes of the City. The following specific requirements shall also be met:

6.02 The Property shall be developed and landscaped in accordance with the Site Plan. All landscaping shall be provided prior to the Certificate of Occupancy being issued and will be maintained in good and healthy growing conditions at all times.

6.03 The appearance and use of the property after Redevelopment are the reason that the CRA exercised its legislative authority and entered into this Agreement. Any deviation from the commitments made by the Redeveloper herein shall be considered material defaults in this Agreement. The CRA shall not consent to any modification unless it deems as such is in the best interest of the public and, in its discretion in reaching such decision, it shall be deemed to be acting in a legislative capacity and within its sole and absolute discretion, taking into account the public health, safety and welfare.

Section 7. REDEVELOPMENT OF THE PROPERTY.

7.01 Permitted Uses. The permitted uses of the Property, the density and intensity of use, the height, bulk and size of proposed structures, provisions for reservation or dedication of land for public purposes and location of public improvements, location of public utilities, and other terms and conditions of Redevelopment applicable to the Property, shall be as set forth in the Code.

7.02 Applicable rules, Regulations and Policies. The ordinances, rules, regulations and policies in existence on the effective date of this Agreement shall govern the Redevelopment of land for the duration of the Agreement as set forth in Section 4. Subsequent adopted laws and policies of general application in the City shall be applicable to the Property.

7.03 State and Federal Laws. This Agreement shall not preclude the applicability to the project of changes in rules, regulations or policies enacted by state or federal governmental agencies after the execution of this Agreement. Enactment of laws which would preclude the Parties' compliance with the terms of this Agreement shall cause the parties to mutually modify or revoke this Agreement in order to comply with state and federal laws.

Section 8. OBLIGATIONS OF THE CITY.

8.01 The City of Tarpon Springs shall provide the Redeveloper with full impact fee credit, full permit fee credit, expedited permitting assistance, reimbursement of documented soft costs incurred during ITN (RFP) response, and dedicated use of four (4) existing parking spaces on Court Street abutting the Property site.

8.02 The City shall provide Technical Review assistance to the Redeveloper regarding regulatory issues, approval processes and applications including, but not limited to, Smart Code and Special Area Plan, regulatory code amendments, historic district guidelines, conditional use and site plan, public art requirements, and various board approvals.

8.03 The City shall process an amendment to the Special Area Plan, T5b Transect District to revise allowable density standards to an all-inclusive floor area ratio standard.

8.04 The City shall make streetscape improvements to the Court Street frontage that includes removal of existing sidewalk and installation of bricks, from the property line to the curb, replacement of the curbcut with matching curbing and creation of tree wells around the existing palm trees. The City shall also make streetscape improvements to the Tarpon Avenue frontage that include removal of the two oak trees (for the installation of the balcony), filling in the tree well, and removal of the overhead powerlines.

Section 9. OPTION TO PURCHASE. The Redeveloper grants the CRA the first right of refusal to purchase the property under the following conditions:

- 9.01 The purchase price shall be the original purchase price when purchased from the CRA (\$25,000) plus the value of any improvements based upon the construction value of the building/site construction permits (for the completed improvements only).
- 9.02 The CRA shall have thirty (30) days from receipt of the appraisal to notify the Redeveloper of its desire to purchase the property.
- 9.03 The Redeveloper agrees upon purchase by the CRA, to convey title to the property to the CRA, by special warranty deed, free and clear of all encumbrances or liens. Redeveloper shall select the title company and provide the CRA with a title commitment from a title insurance company that is reasonably acceptable to the CRA within twenty (20) days after the CRA exercises its option, which commitment shall show title to the property vested in the Redeveloper without any unacceptable encumbrances.
- 9.04 The CRA agrees to pay for the owner's policy of title insurance at closing. The value of the owner's title policy shall be an amount equal to the Fair Market Value as determined in subsection 8.1.
- 9.05 The CRA shall pay all closing costs, including but not limited to documentary stamps which are required to be affixed to the special warranty deed, recording of the deed, and each Party shall pay its own legal fees.
- 9.06 In connection with any litigation arising out of this Option, the prevailing Party shall be entitled to recover all costs incurred, including reasonable attorneys' fees and costs.

Section 10. REQUIRED REDEVELOPMENT PERMITS.

Local Redevelopment permits which must be approved and issued may include, but are not limited to, the following:

- A. Site Plan Approval
- B. Conditional Use Approval
- C. Heritage/Historic Preservation Board Approval (Certificate of Appropriateness)

- D. Site Construction, Building Permits, Utility Permits
- E. Extra-jurisdictional permits, as may be required
- F. All other approvals or permits as required by existing or future government regulations as they now exist, or as they may exist in the future.

Section 11. INDEMNIFICATION/INSURANCE.

The Redeveloper, for itself, its successors and assigns, hereby indemnifies and save the CRA and the City of Tarpon Springs harmless from any and all claims, damages, liabilities, causes of action, penalties, fines, losses, costs, expense and/or other judgments arising from personal injury, death, or property damage to its respective property and tangible personal property located thereon arising out of a result of or in connection with the use and enjoyment and redevelopment of the Property save and except to the extent caused by the negligence or the willful acts or omissions of the CRA or the City of Tarpon Springs. Nothing contained herein shall be considered a waiver of the CRA'S or the City of Tarpon Springs rights and privileges under sovereign immunity and Florida Statutes § 768.28.

Section 12. AMENDMENT OF AGREEMENT AND REDEVELOPMENT ORDER.

This Agreement may be amended from time to time by mutual consent of the Parties or their successors in interest.

Section 13. GENERAL PROVISIONS

13.01 Covenants Running with the Land. The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property, and the burdens and benefits hereof shall bind and inure to the benefit of the Parties hereto, their personal representatives, heirs, successors, grantees and assigns, and a copy of this Agreement shall be recorded by the applicant among the Public Records of Pinellas County, Florida, and a copy provided to the City of Tarpon Springs upon execution of this Agreement by the parties hereto.

13.02 Notices. Any notice or request required or authorized to be given by the terms of this Agreement or under any applicable law by either party shall be in writing, hand delivered, or sent by Certified or Registered mail, postage prepaid, return receipt requested. Such notice shall be addressed as follows:

As to the City of Tarpon Springs:

City of Tarpon Springs
Attn. City Manager
324 East Pine Street
Tarpon Springs, FL 34689

With a required copy to:
City Attorney
Unice Salzman, P.A.
1855 Little Road
Trinity, FL 34655

As to the Redeveloper:

Joseph Harrington
7504 N. Mobley Road
Odessa, FL 33556

12.03 Severability. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, then, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the parties, the remaining provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect. In addition, should this Agreement fail to address a particular permit, condition, term or restriction that shall not relieve the Redeveloper of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

12.04 Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

12.05 Compliance with Law. The failure of this Agreement to address any particular

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permit, condition, term or restriction shall not relieve Redeveloper from the necessity of complying with the law governing such permitting requirements, conditions, terms or restrictions.

12.05 No Estoppel. The Parties agree that the CRA'S willingness to enter into this Agreement, the staff approval or recommendation relative to the proposed Redevelopment, and any other act in furtherance of this Agreement, shall not be used by the Redeveloper, or its successors in title, in any way whatsoever as committing the CRA legally through a theory of equitable estoppel, action in reliance, the expenditure of substantial funds or any other legal theory as to the approval of such proposed Redevelopment in the event that this Agreement is terminated or for any other reason does not take effect in all material respects. The Parties further agree that any and all action by the Redeveloper, or their representatives in negotiation of this Agreement, including all acts or expenditures in the implementation of this Agreement or submittals to other governmental bodies, shall in no way be deemed to be an action in reliance given rise to an equitable estoppel. In the event that it is not possible to implement this Agreement fully, each party's legal position will be identical to the legal position that it would have maintained, if all matters regarding the proposed Redevelopment of the Property had never been discussed between them.

12.06 Legal Remedies: Waiver of Damages. The Parties agree that either party may seek equitable remedies for the enforcement of this Agreement. The Redeveloper agrees that it may not seek damages against the CRA or the City of Tarpon Springs for any matters arising from this Agreement and the right to seek such damages is specifically waived. The Parties agree that the legislative decisions by the City of Tarpon Springs regarding the appropriate land use or other Redevelopment regulations impacting the Property shall, in no event or under any conditions, give rise to a claim for monetary damages or attorney's fees against the CRA or the City of Tarpon Springs and any claim for damages or fees by the Redeveloper or its successors in title are specifically waived.

Section 13. FURTHER ASSURANCES. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto.

Section 14. VENUE AND APPLICABLE LAW. This Agreement shall be construed by and controlled under the laws of the State of Florida. Venue for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement shall be exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida, and the United States District Court for the Middle District of Florida, Tampa Division.

Section 15. EXHIBITS. 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 16. 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 17. 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 executed this Redevelopment Agreement the date and year first above written.

CRA

By: _____
Print Name: _____
Title: _____

ATTEST:

Approved as to form:

Andrew J. Salzman, City Attorney

JOSEPH HARRINGTON

By: _____
Print Name: _____
Title: _____

Witness:

Print Name: _____

Witness:

Print Name: _____
