

BOARD OF COUNTY COMMISSIONERS

DATE: May 21, 2013

AGENDA ITEM NO. 29a.

Consent Agenda ☐

Regular Agenda ☐

Public Hearing ☒

County Administrator's Signature:

Subject:

Zoning Case No. (Q) Z-8-4-13 (Maaser ELW I, LLP)

Department:

Strategic Planning and Initiatives

Staff Member Responsible:

Larry Arrington, Director

Recommended Action:

I RECOMMEND THAT THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE ZONING REQUEST, DEVELOPMENT AGREEMENT AND A SETBACK VARIANCE, AND AUTHORITY BE GRANTED FOR THE CHAIRMAN TO SIGN AND THE CLERK TO ATTEST THE DEVELOPMENT AGREEMENT.

Summary Explanation/Background:

This site has been before the Board of County Commissioners on two previous occasions and twice denied as there were concerns pertaining to drainage issues. It now appears those issues have been addressed by the applicant, and as such, the applicant is prepared to address those issues raised by the homeowners to the south and east of the site. With regard to the proposed zone change, the applicant is requesting the RPD-2.5-W and the PC-Preservation Conservation zoning districts to allow for the construction of a 12 lot single family subdivision while protecting the on-site wetlands. A development agreement and a setback variance for lot 9 also accompany this request. Access to the site is through the multi-family development to the north and is stated, as such, in the agreement. At the Local Planning Agency hearing, the applicant agreed to meet with the Woodlands Estates Homeowners Association to develop an agreement should construction vehicles need to use their private roads to access the site.

Fiscal Impact/Cost/Revenue Summary:

N/A

Exhibits/Attachments Attached:

Staff Report with LPA Recommendation, Zoning Maps, Development Agreement, Site Plan and Resolution

LOCAL PLANNING AGENCY (LPA) RECOMMENDATION to the BOARD OF COUNTY COMMISSIONERS



Regarding: Case No. Z-8-4-13

LPA Recommendation: The LPA finds that the proposed amendments are consistent with the Pinellas County Comprehensive Plan, and recommends Approval of the zoning amendment, development agreement and the variance, subject to the attached concept plan that the applicant will meet with the Woodlands Estates Homeowner's Association to come up with an agreement regarding use of their private roads for ingress/egress by construction traffic. (The vote was 6-1, in favor)

LPA Public Hearing: April 11, 2013

PLANNING STAFF RECOMMENDATION:

Staff recommends that the LPA find the proposed amendments to the Zoning Atlas along with the Development Agreement and variance to be consistent with the Pinellas County Comprehensive Plan, based on the findings in this Report.

Staff further recommends that the LPA recommend to the Pinellas County Board of County Commissioners approval of the amendments, development agreement and the variance subject to the attached concept plan.

CASE SUMMARY

APPLICANT'S NAME: Maaser ELW I, LLP

DISCLOSURE: Scott Spoerl (30%), Dewey Mitchell (25%) and CEK/Lacy, LLC (45%)

REPRESENTED BY: Katherine E. Cole:

ZONING CHANGE	
FROM:	A-E-W, Agriculture Estate-Wellhead Protection Overlay
TO:	RPD-2.5, (7.9 acres of uplands)-W, Residential, Multiple Family, 2.5 units per acre - Wellhead Protection Overlay & PC, Preservation Conservation (3.3 acres)
With a Development Agreement to allow a 12 lot single family subdivision with a maximum height of 45 ft. and a setback Variance for lot 9 to allow a 5 ft. side setback where a 7.5 ft. side setback is required in an RPD zone.	

PROPERTY DESCRIPTION: A parcel containing approximately 11.23 acres located at the southern terminus of Lesley Lane, Palm Harbor.

PARCEL ID(S): 09/28/16/00000/120/0100

PROPOSED BCC HEARING DATE: May 21, 2013

CORRESPONDENCE RECEIVED TO DATE:

No correspondence received.

PERSONS APPEARING AT THE LOCAL PLANNING AGENCY HEARING:

Six persons appeared in opposition. 1 letter received in opposition.

SURROUNDING ZONING AND LAND USE FACTS:

	Land Use Category	Zoning Designation	Existing Use
Subject Property:	Institutional	A-E-W	Vacant
Adjacent Properties:			
North	Residential Low	RPD-2.5/1.0	Multi-Family
East	Recreation /Open Space	RPD-5	Golf Course
South	Recreation/Open Space	RPD-5	Single Family/Golf Course
West	Residential Low	RPD-5	Retention Pond

STAFF DISCUSSION AND ANALYSIS**COMPATIBILITY WITH SURROUNDING LAND USES**

This site contains approximately 11.23 acres of which approximately 3.3 acres are considered wetland. The site lies at the southern terminus of Lesley Lane, which is a private road that serves as the only access to this site and also serves the residents of the Quail Forest Homes multi-family residential development. The site also lies north and west of the East Lake Woodlands golf course and residential development which are developed with single family homes. The site carries the A-E, Agricultural Estate Residential District which allows one house on two acre sized lots and the Institutional land use designation, which is a remnant designation placed on the site when it was anticipated that a school would be built on the site to serve the East Lake Woodlands area. The site received site plan approval for a 4 lot single family subdivision in July of 2007 and subsequent to that infrastructure was placed on the site to accommodate the four lots. Since then, two applications for rezoning to RPD-2.5 have been reviewed by the Board of County Commissioners and were denied.

This request is to change the zoning from A-E to RPD-2.5 & PC, Preservation Conservation along with a development agreement and a variance for one of the lots (lot 9). Staff has reviewed this request, and supports the requested change in zoning as the proposed zoning is consistent with the surrounding zoning which is either RPD-5-W or RPD 2.5/1.0-W and abuts this property on three sides the exception being the west property line which abuts East Lake Road. In addition to being consistent with the surrounding zoning patterns in the area, as previously mentioned the site is designated as Institutional which allows a residential density of 12.5 units per acre; however, the applicant is seeking a density of 2.5 units per acre on the uplands, and a one unit per acre transfer from the proposed PC zoning designation which reflects the 3.3 acres of environmentally sensitive land on the site. The applicant's request is also accompanied by a development agreement which with the associated concept plan will limit the development to a 12 lot single family development. This will limit development on the site to fewer residential units than what the requested zoning would allow. Included with the application is a request to vary a side setback requirement by 2.5 ft. for lot 9 to provide a greater rear buffer from the wetland.

Approval of this request would be consistent with surrounding zoning and land use patterns in the area and would allow for the development of this parcel in a manner that should pose no adverse impact to the surrounding properties in the area.

IMPLEMENTATION OF THE PINELLAS COUNTY COMPREHENSIVE PLAN

Staff finds that the proposed amendment is consistent with the following adopted objective and policies of the Pinellas County Comprehensive Plan:

FUTURE LAND USE PLAN ELEMENT

- | | |
|----------------|---|
| Objective 1.2 | Establish development regulations that respond to the challenges of a mature urban county with established communities that are experiencing infill development and redevelopment activity. |
| Policy 1.2.3 | Plan designations on the Future Land Use Map shall be compatible with the natural environment, support facilities and services, and the land uses in the surrounding area. |
| Policy 1.2.6 | Land development regulations that implement the Comprehensive Plan may be more restrictive than the land use standards contained within the Plan. |
| Objective 1.22 | The Board of County Commissioners will utilize a community overlay to define East Lake Tarpon as a cohesive community and their decisions will support the local vision, community character and natural environment. Small businesses support the residential character of the community. Maintaining the community's quality of life, low density residential character, and expansive open spaces is to be considered before any zoning changes or increased densities are considered. |
| Policy 1.22.1 | Land use, zoning and conditional use decisions by Pinellas County that affect properties in East Lake Tarpon should be compatible with the established residential development pattern and passive recreation areas, allow for recreational boating, fishing and water activities consistent with the character of East Lake Tarpon, and/or enhance the viability of local businesses that serve the community. |
| Policy 1.22.3 | All future development in East Lake Tarpon should be compatible with the community and fit within the community's characteristic land use types, density, height, and scale. |
| Policy 1.22.7 | Land use, zoning, conditional use and project decisions by Pinellas County and other agencies will place a priority on the protection of natural land resources, lake and estuary habitats and dependant species. |

COUNTY DEVELOPMENT REGULATIONS

Approval of this request does not ensure that the site can meet County development regulations, including concurrency management regulations, which apply at the time of site plan review.

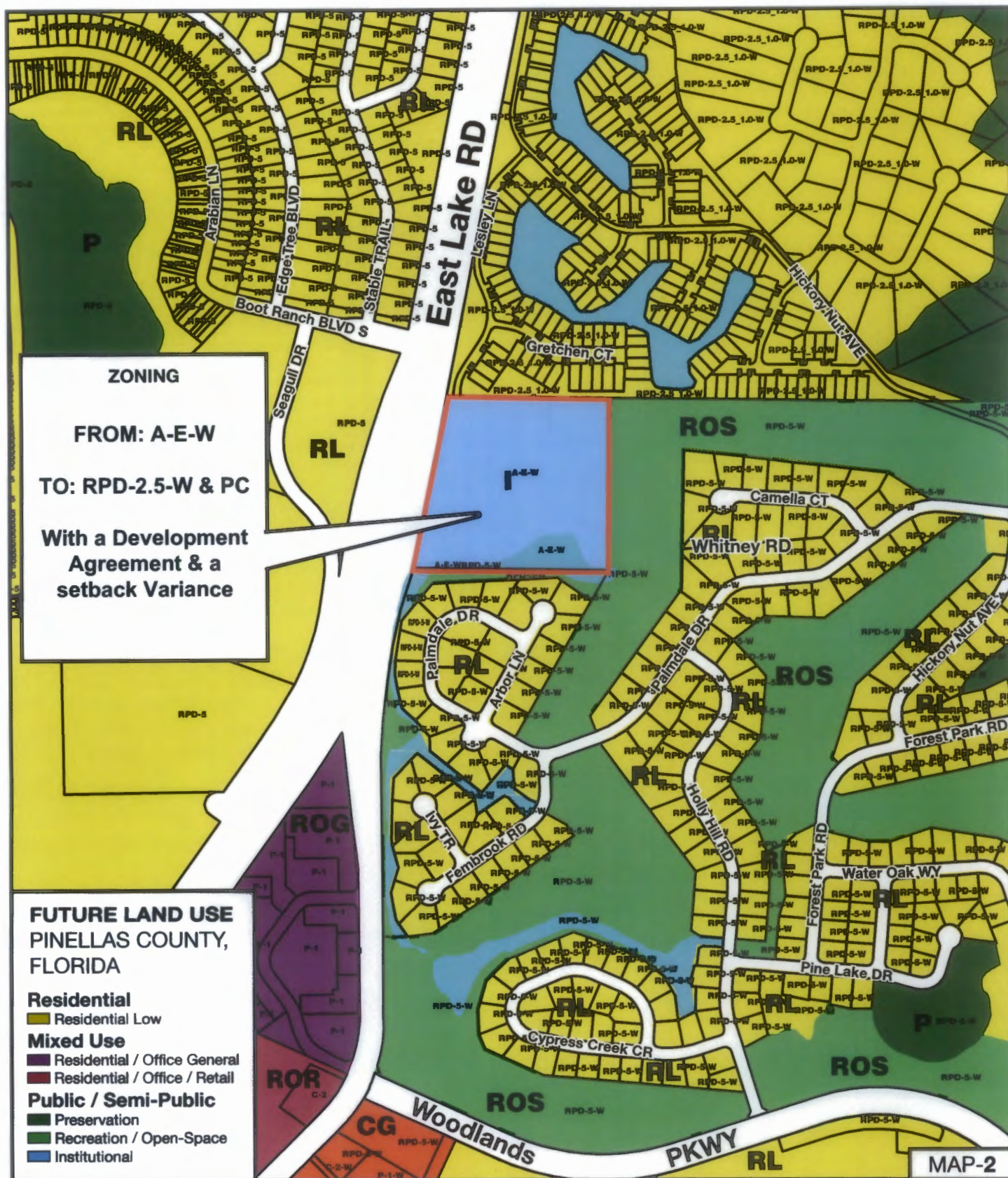
Attachment (Maps)

U



**Pinellas
County**

Prepared by: Pinellas County Strategic Planning & Initiatives - March 2013



Z-8-4-13

Zoning From: A-E-W, Agriculture Estate-Wellhead Protection Overlay

TO: RPD-2.5 (7.9 acres of uplands) -W, Residential, Multiple Family, 2.5 units per acre – Wellhead Protection Overlay & PC, Preservation Conservation (3.3 acres)

With a Development Agreement and a setback Variance for lot 9 to allow a 5 ft. side setback where a 7.5 ft. side setback is required in a RPD zone.

Parcel I.D. 09/28/16/00000/120/0100

Prepared by: Pinellas County Strategic Planning & Initiatives - March 2013





ZONING

FROM: A-E-W

TO: RPD-2.5-W & PC

With a Development Agreement & a setback Variance

MAP-3

Z-8-4-13

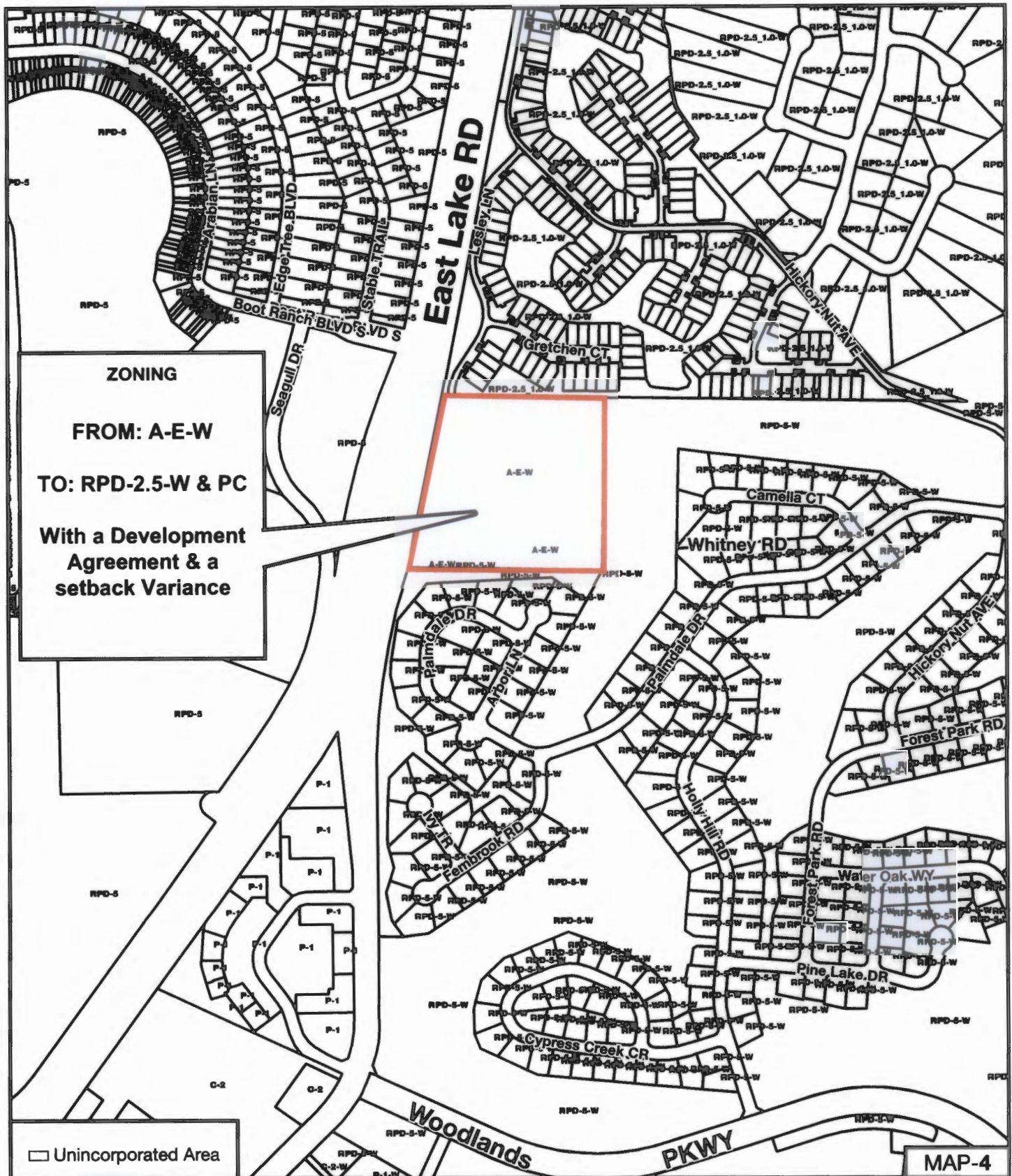
Zoning From: A-E-W, Agriculture Estate-Wellhead Protection Overlay

TO: RPD-2.5 (7.9 acres of uplands) -W, Residential, Multiple Family, 2.5 units per acre – Wellhead Protection Overlay & PC, Preservation Conservation (3.3 acres)
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Parcel I.D. 09/28/16/00000/120/0100

Prepared by: Pinellas County Strategic Planning & Initiatives - March 2013



DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is dated _____, 2013, effective as provided in Section 5 of this Agreement, and entered into between MAASER ELW I, LLP, a Florida limited partnership ("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 11.9 acres m.o.l. of real property ("Property") located at Parcel No. 09-28-16-00000-120-0100 in the unincorporated area of the County, more particularly described on Exhibit "A" attached hereto.
- D. Owner desires to develop and use the Property as single family homes as shown on the concept plan attached hereto as Exhibit "B" ("Concept Plan").
- E. The Property currently has a land use designation of Institutional (I) and is zoned Agriculture-Estate (AE).
- F. Owner has requested that the County place a zoning designation of RPD-2.5 and Preservation/Conservation (PC) on the Property, and approve a variance of a side setback of 5 feet of Lot 9 where 7.5 ft. are required by the Code.
- 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 I and a zoning designation of RPD-2.5 and PC, as requested on the Property.

5.1 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. At the time of development of the Property, 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 shall be used for a maximum of twelve (12) single family homes and related infrastructure requirements substantially in conformance with the Concept Plan.

6.1.3.2. 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. Notwithstanding anything contained herein to the contrary, the height of any structure shall not exceed 45 ft. from base flood elevation.

6.1.3.3. Owner shall maintain an average of a 25 foot setback from the approved wetlands jurisdictional line.

6.1.3.4. Owner shall invest up to \$10,000 in landscaping to buffer the single family homes located on lots 9, 10, and 11 as shown on the Concept Plan. Nothing herein shall prevent Owner from receiving credit toward landscaping requirements for any new trees used to fulfill this requirement.

6.1.4. Recording of Deed Restriction. Prior to the approval of a site plan or issuance of a development permit for the Property, 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 Department of Strategic Planning and Initiatives 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 Pinellas County.
- 7.3 Fire protection from Pinellas County or East Lake Fire District.
- 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 the development of the subject property 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: Maaser ELW I, LLP
8324 State Road 54
New Port Richey, FL 34655

With copy to: E.D. Armstrong III
Hill Ward Henderson
3700 Bank of America Plaza
101 East Kennedy Boulevard
Tampa, FL 33602

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 Attorneys Office
315 Court Street

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.

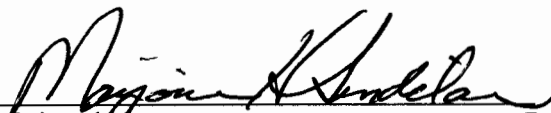
Section 22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflict of laws principles of such state.

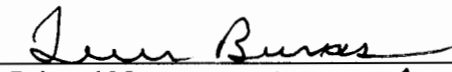
Section 23. Counterparts. This Agreement may be executed in counterparts, all of which together shall continue one and the same instrument.

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]

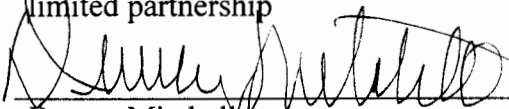
WITNESSES:


Printed Name: Marjorie H. Sindelar


Printed Name: TERESA BURKES

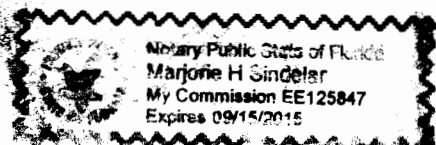
OWNER

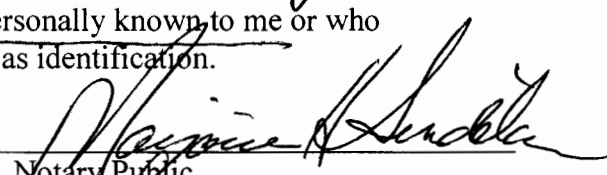
MAASER ELW I, LLP, a Florida
limited partnership

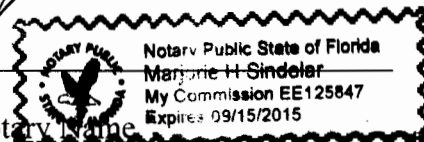
By: 
Dewey Mitchell
Managing Partner

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 3rd day of May,
2013, by Dewey Mitchell, as Managing Partner or Maaser ELW I, LLP, a Florida limited
liability partnership on behalf of the partnership, who is personally known to me or who
produced _____ as identification.




Notary Public



Print Notary Name
My Commission Expires:

ATTEST:

PINELLAS COUNTY, FLORIDA

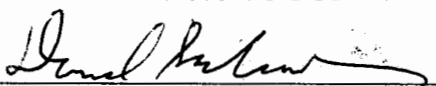
KEN BURKE, CLERK

Deputy Clerk

By:

Kenneth Welch, Chairman
Board of County Commissioners

APPROVED AS TO FORM:


County Attorney

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Exhibit "A"

Z-8-4-13

The Cove at East Lake Woodlands

Legal Description of Property

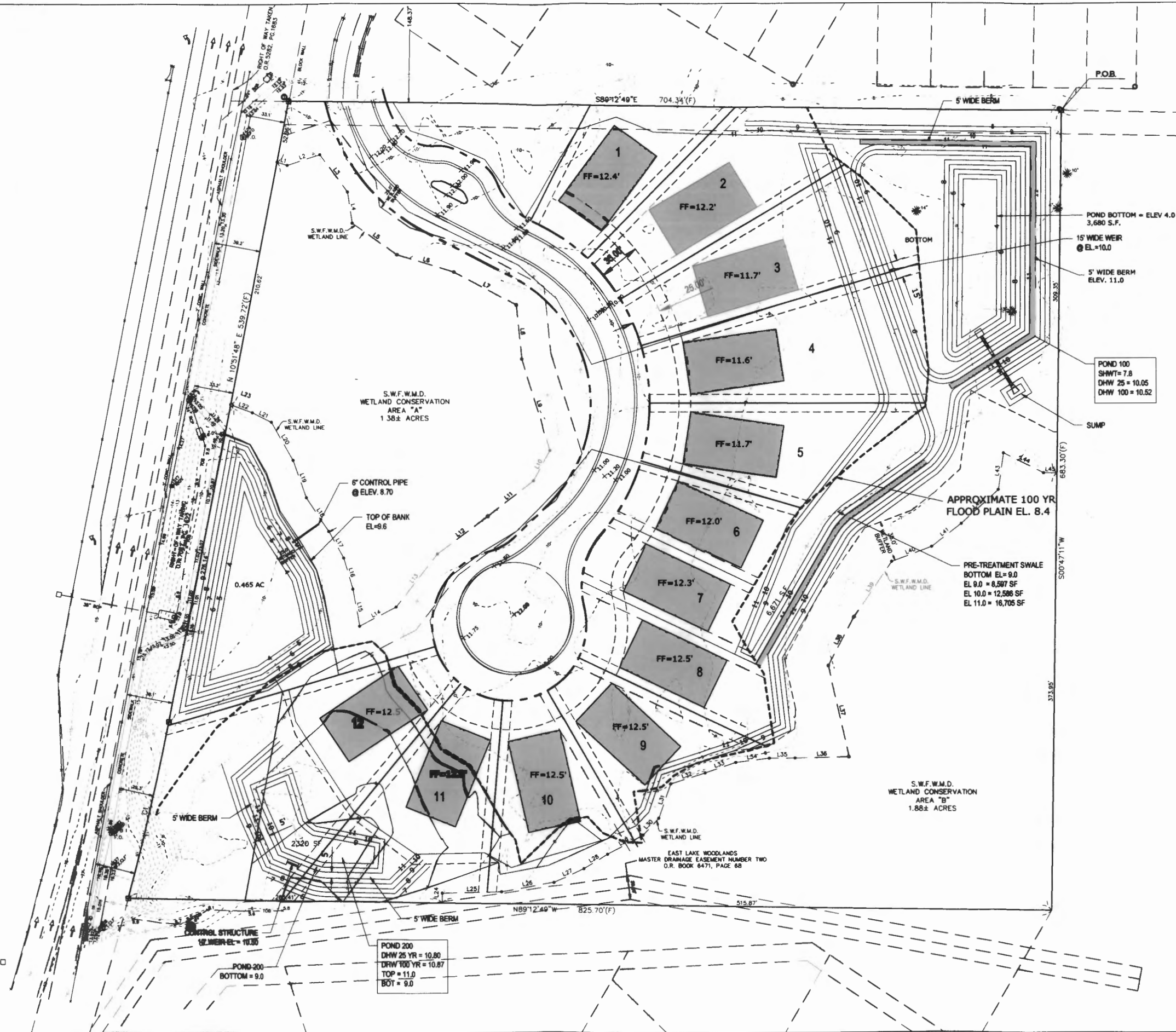
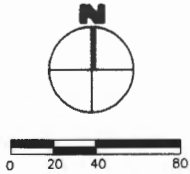
LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF AND LYING IN SECTION 9, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE RUN NORTH 89°07'12" WEST ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 9 FOR A DISTANCE OF 1664.41 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING THE AFORESAID BOUNDARY LINE, RUN SOUTH 00°47'11" WEST, A DISTANCE OF 683.30 FEET; THENCE NORTH 89°12'49" WEST, A DISTANCE OF 825.70 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF EAST LAKE ROAD, COUNTY ROAD 77; THENCE NORTH 10°51'27" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 693.99 FEET TO A POINT ON THE NORTH BOUNDARY OF SECTION 9; THENCE SOUTH 89°12'49" EAST, ALONG SAID NORTH BOUNDARY LINE OF SAID SECTION 9, A DISTANCE OF 704.34 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 11.22 ACRES, MORE OR LESS.

LESS AND EXCEPT THE RIGHT-OF-WAY TAKING AS DESCRIBED IN O.R. BOOK 7067, PAGE 1622 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



GRADING PLAN

THE COVE AT EAST LAKE WOODLANDS
PINELLAS COUNTY, FLORIDA

DRAWING NUMBER: 180401-0001, DATED 10/31/18, BY J.P. ORLAND, P.E. # 95332

REGENCY
Design & Engineering, Inc.
9400 RIVER CROSSING BOULEVARD, SUITE 104, NEW PORT RICHEY, FLORIDA 34653
TEL: 727-841-1111 FAX: 727-841-1112
CERTIFICATE OF AUTHORIZATION NO. 28356

REUSE OF DOCUMENT
THIS DOCUMENT, COMPRISING OF THE GRADING PLAN, IS THE PROPERTY OF REGENCY DESIGN & ENGINEERING, INC. AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN AUTHORIZATION OF REGENCY DESIGN & ENGINEERING, INC.

DATE	REV.	BY	REVISION



DATE APR. 17 BY JPM/REL REV. 1/2011	PROJECT OF DOCUMENT		REGENCY Design & Engineering, Inc. 9400 PINE CRESTING DRIVE, SUITE 104 NEW PORT SPURRY, FLORIDA 34885 727-370-1100 FAX 4 - 727-370-1105 CERTIFICATE OF AUTHORIZATION NO. 25320	OWNER FIELD DATED REVIEW, DATE & SIGNED BY REGISTERED PROFESSIONAL	SITE PLAN THE COVE AT EAST LAKE WOODLANDS PINELLAS COUNTY, FLORIDA
	THIS DOCUMENT, COMPOSED OF THE INFORMATION HEREIN AND THE INFORMATION HEREON, IS THE PROPERTY OF REGENCY DESIGN & ENGINEERING, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF REGENCY DESIGN & ENGINEERING, INC.				
SHEET 4 OF SHEET					

2-8-4/13- revised 4-11-13

RESOLUTION NO. _____

RESOLUTION CHANGING THE ZONING CLASSIFICATION OF A PARCEL CONTAINING APPROXIMATELY 11.23 ACRES LOCATED AT THE SOUTHERN TERMINUS OF LESLEY LANE, PALM HARBOR; PAGE 589 OF THE ZONING ATLAS, AS BEING IN SECTION 09, TOWNSHIP 28, RANGE 16; FROM A-E-W, AGRICULTURE ESTATE-WELLHEAD PROTECTION OVERLAY TO RPD-2.5 (7.9 ACRES OF UPLANDS)-W, RESIDENTIAL, MULTIPLE FAMILY, 2.5 UNITS PER ACRE-WELLHEAD PROTECTION OVERLAY & PC, PRESERVATION CONSERVATION (3.3 ACRES) WITH A DEVELOPMENT AGREEMENT AND A SETBACK VARIANCE FOR LOT 9 TO ALLOW A 5 FT. SIDE SETBACK WHERE A 7.5 FT. SIDE SETBACK IS REQUIRED IN AN RPD ZONE; UPON APPLICATION OF MAASER ELW I, LLP THROUGH KATHERINE E. COLE, JOHNSON, POPE, BOKOR, RUPPEL & BURNS, LLP, REPRESENTATIVE, Z-8-4-13

WHEREAS, Maaser ELW I, LLP, Owner(s) of the property hereinafter described, has petitioned the Board of County Commissioners of Pinellas County to change the zone classification of the real property hereinafter described from A-E-W, Agriculture Estate-Wellhead Protection Overlay to RPD-2.5 (7.9 acres of uplands)-W, Residential, Multiple Family, 2.5 units per acre-Wellhead Protection Overlay & PC, Preservation Conservation (3.3 acres) with a Development Agreement and a setback Variance for lot 9 to allow a 5 ft. side setback where a 7.5 ft. side setback is required in an RPD zone; and

WHEREAS, legal notice of public hearing on such proposed change of zone classification was duly published as required by law, as evidenced by publisher's affidavit filed with the Clerk; and

WHEREAS, said public hearing has been held on the date and at the time specified in said published notice at which citizens and interested persons have been given opportunity to be heard, and all requirements of law and of rules promulgated by this Board have been complied with; and

WHEREAS, this Board has determined that the zone classification of said property should be changed.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pinellas County in regular session duly assembled this 21st day of May 2013, that the zone classification of the following described real property in Pinellas County, Florida, to wit:

See Attached Exhibit "A"

be, and the same is hereby changed from A-E-W, Agriculture Estate-Wellhead Protection Overlay to RPD-2.5 (7.9 acres of uplands)-W, Residential, Multiple Family, 2.5 unit per acre-Wellhead Protection Overlay & PC, Preservation Conservation (3.3 acres) with a Development Agreement and a setback Variance for lot 9 to allow a 5 ft. side setback where a 7.5 ft. side setback is required in an RPD zone, Z/LU-8-4-13.

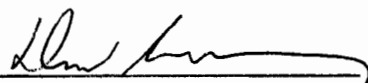
Commissioner _____ offered the foregoing resolution and moved its adoption, which was seconded by Commissioner _____ upon the roll call the vote was:

Ayes:

Nays:

Absent and not voting:

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By 
Attorney




Exhibit "A"

Z-8-4-13

The Cove at East Lake Woodlands

Legal Description of Property

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF AND LYING IN SECTION 9, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE RUN NORTH 89°07'12" WEST ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 9 FOR A DISTANCE OF 1864.41 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING THE AFORESAID BOUNDARY LINE, RUN SOUTH 00°47'11" WEST, A DISTANCE OF 683.30 FEET; THENCE NORTH 89°12'49" WEST, A DISTANCE OF 825.70 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF EAST LAKE ROAD, COUNTY ROAD 77, THENCE NORTH 10°51'27" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 693.99 FEET TO A POINT ON THE NORTH BOUNDARY OF SECTION 9; THENCE SOUTH 89°12'49" EAST, ALONG SAID NORTH BOUNDARY LINE OF SAID SECTION 9, A DISTANCE OF 704.34 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 11.22 ACRES, MORE OR LESS.

LESS AND EXCEPT THE RIGHT-OF-WAY TAKING AS DESCRIBED IN O.R. BOOK 7067, PAGE 1622 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.