

BOARD OF COUNTY COMMISSIONERS

DATE: July 9, 2013
AGENDA ITEM NO. 2

Consent Agenda ☐

Regular Agenda ☐

Public Hearing ☒

County Administrator's Signature:

Subject:

Proposed Regular Amendment to the Countywide Future Land Use Plan (FLUP)

Department:

Strategic Planning and Initiatives

Staff Member Responsible:

Larry Arrington, Executive Director

Recommended Action:

IT IS RECOMMENDED THE BOARD OF COUNTY COMMISSIONERS (BOARD), SITTING AS THE COUNTYWIDE PLANNING AUTHORITY (CPA), CONDUCT A PUBLIC HEARING TO ADOPT THE PROPOSED ORDINANCE APPROVING CASE CW 13-5 OF LARGO SUBJECT TO THREE CONDITIONS.

Summary Explanation/Background:

The Board has received a proposed regular amendment to the FLUP that has been reviewed by the Pinellas Planning Council (PPC). Case CW 13-5 is a submittal by the City of Largo for 13.8 acres that includes the property located at 2098 Seminole Boulevard and a contiguous southern parcel, from Residential Estate (up to one unit an acre) and Residential Low Medium (up to 10 units an acre) with a Resort Facilities Overlay to Residential High (up to 30 units an acre). The site contains the Briarwood Recreational Vehicle Park that contains approximately 138 lots/units. The property owner has executed a Development Agreement with the City of Largo restricting the use of the property for a residential apartment complex consisting of no more than 260 dwelling units.

The Council originally heard this proposed amendment in December 2012 (CW 12-16) and, after discussion, the amendment was deferred until the January 2013 meeting, where it was withdrawn by the City of Largo.

This new submission addresses the concerns that were raised by the PPC in December and appears to have resolved the neighboring residents' concerns. The proposed amendment relies upon an enforceable Development Agreement, as opposed to an annexation agreement that was submitted with the first application. County staff concurs with the PPC recommendation of approval, subject to the following conditions: 1) the restrictions contained in the accompanying Development Agreement; 2) the submission of a Countywide Plan Map adjustment to Preservation for the resulting on-site wetlands following approval of the development order by the City of Largo; and 3) that the secondary access point on 20th Terrace SW will be used for emergency vehicles only.

Fiscal Impact/Cost/Revenue Summary:


None

Exhibits/Attachments Attached:

Ordinance
Council Documentation (Including Correspondence Received)

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

THROUGH: Robert S. LaSala, County Administrator

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

SUBJECT: July 9, 2013 Countywide Planning Authority Agenda
Part II – Public Hearing Agenda Re: Regular Plan Map Amendment

DATE: July 9, 2013

RECOMMENDATION: THE PINELLAS PLANNING COUNCIL RECOMMENDS THE BOARD, IN YOUR CAPACITY AS THE COUNTYWIDE PLANNING AUTHORITY, APPROVE CASE CW 13-5 SUBJECT TO THREE ENUMERATED CONDITIONS:

- 1) The restrictions contained in the attached Development Agreement;
- 2) The submission of a Countywide Plan Map adjustment to Preservation for the resulting on-site wetlands following approval of the Development Order by the City of Largo; and
- 3) The secondary access point on 20th Terrace SW will be used for emergency vehicles only.

DISCUSSION: The Countywide Planning Authority has received one case concerning regular amendment of the Countywide Plan Map as described below:

Case CW 13-5 – City of Largo:

This proposed amendment located at 2098 Seminole Blvd. and contiguous southern parcel, is submitted by the City of Largo and seeks to reclassify a 13.8-acre site consisting of two parcels *from Residential Estate (2.3 acres) and Residential Low Medium with Resort Facilities Overlay (11.5 acres) to Residential High*. The site contains the Briarwood Recreational Vehicle Park containing approximately 138 RV lots/units. The property owner proposes to develop this site with an apartment complex that will be limited to a maximum of 260 total units per a Development Agreement executed between the City of Largo and the property owner.

The case was originally heard by the Council in December 2012, where they recommended it be deferred to allow Largo and the developer to address neighboring residents' concerns, as well as Council concerns. These all appear to have been addressed in this new application for amendment.

The Pinellas Planning Council, by a vote of 10-0, recommended approval of Case CW 13-5 subject to the three enumerated conditions.

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

ORDINANCE NO. 13-_____

AN ORDINANCE AMENDING THE COUNTYWIDE FUTURE LAND USE PLAN OF PINELLAS COUNTY, FLORIDA, BY ACTION ON CASE NUMBER CW 13-5 INITIATED BY THE CITY OF LARGO AND TRANSMITTED TO THE BOARD IN ACCORDANCE WITH THE SPECIAL ACT; PROVIDING FOR AMENDMENT TO THE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING OF THE ORDINANCE; PROVIDING FOR OTHER MODIFICATIONS THAT MAY ARISE FROM REVIEW OF THE ORDINANCE AT THE PUBLIC HEARINGS AND WITH RESPONSIBLE AUTHORITIES; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

WHEREAS, the City of Largo initiated a proposed amendment which was considered at a public hearing by the Pinellas Planning Council on June 12, 2013, with recommendations made by the Council that are documented in the Council reports referred to as Exhibit A; and

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

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pinellas County, Florida, acting as the Countywide Planning Authority in regular meeting duly assembled on July 9, 2013, as follows:

Section 1 - Amending the Countywide Future Land Use Plan


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

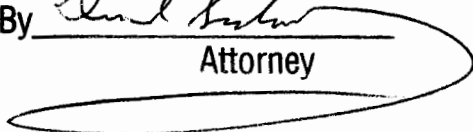
#CW 13-5 2098 Seminole Boulevard and contiguous southern parcel, from Residential Estate and Residential Low Medium with Resort Facilities Overlay to Residential High, subject to the following conditions: 1) the restrictions contained in the attached development agreement; 2) the submission of a Countywide Plan Map adjustment to Preservation for the resulting on-site wetlands following approval of the development order by the City of Largo; and 3) that the secondary access point on 20th Terrace SW will be used for emergency vehicles only.

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

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

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By 
Attorney



Case CW 13-5

City of Largo

Correspondence Received
at the PPC Meeting

ITEM III B, 2.

Briarwood Travel Villa
2098 Seminole Blvd.
Largo, Florida 33778
727/581-6694



May 22, 2013

City of Largo
201 Highland Ave.
Largo, Florida 33779

Dear Ms. Carol Stricklin,

Pursuant to your request, Briarwood Travel Villa is currently constructing a relocation program for the current residents. As part of this process, we have spoken with several RV Park owners who are willing to participate with our efforts. Many of these parks have lot rent less than the current lot rent at Briarwood. In addition, we have also spoken with transportation haulers who will provide moving services for our resident's home to a park of their choice. We currently have a meeting scheduled on May 23, 2013, which will include Largo and Pinellas County Housing personnel to discuss other housing options currently available. All Briarwood residents and counsel will be invited and encouraged to attend. Once all of the options have been offered and explained we will begin meeting with each resident individually to discuss their relocation. If it is determined, that the resident wishes to move their home, but does not have the vehicle/transportation in order to move it to another park, we will pay a professional hauler to transport the vehicle to a local park of their choice. For all other residents moving their own homes, we will be providing information to several other RV Park's in the area that have offered move-in incentives to our residents. Many of the park owners that we have spoken with also have park owned RV's and/or mobile homes for rent and/or for re-sale. These are available for immediate occupancy and would be a great option for anyone not moving their home. Re-sales can be purchased with a 0% interest and a low monthly payment, directly to the park owner. Many of the parks are offering free rent, low or no deposits as incentives. I have personally spoken with 9 different RV Parks owners, locating more than 97 vacancies. There are many other RV & Mobile Home Parks in the area as additional options to our residents.

As our relocation program progresses I will keep you informed.

Respectfully,

A handwritten signature in cursive script that reads "Tina Harper".

Tina Harper
Asset Manager
Dockside Investors, LLC



2076 Seminole Blvd, Largo, FL 33778
(727) 584-7084 Fax (727) 586-3944

April 15, 2013

City of Largo
201 Highland Ave
Largo, FL
33770
ATT: Planning Division

RE: The Rezoning of Briarwood Property

To Whom It May Concern:

My family and I have owned the properties adjacent to Briarwood Park since 1978. Over the past several years this park has had and continues to have significant drug related issues along with other problems that accompany this subject matter. The facts I have just stated can be confirmed by the Pinellas County Sheriff's Department.

As the owner of 2 properties (2076 Sem. Blvd. & 72 20th Terrace SW) right next door, I endorse the redevelopment of Briarwood 100%. The improvements that Dockside Investors have proposed warrant their petition to the state for rezoning their property. This will significantly enhance the remaining quadrant of Ulmerton & Seminole Blvd., create a safe environment for all in the direct area and increase the property value to all nearby property owners; which I'm certain will increase property taxes in the years to come.

If I can be of further assistance, please contact me direct @ 727-639-2685.

Respectfully,

A handwritten signature in black ink, appearing to read "Kathy Kokkinakos", written in a cursive style.

Kathy Kokkinakos



2075 Seminole Blvd
Largo, FL 33778

Re: Briarwood Travel Villa Development
2098 Seminole Blvd.
Largo, Florida 33778

4/24/2013

To whom it may concern:

I Freddy Cuevas with C1 Bank located at 2075 Seminole Blvd Largo, Florida support the proposed development, that is within the Largo Designated Activity Center, of the 260 unit Multi-Family Apartment Community on the site currently known as Briarwood Travel Villa. The new development will create additional housing, attracting new residents which will benefit all of the local area businesses. Supporting our local community and stabilizing the neighborhood.

Thank you for the consideration,

A handwritten signature in black ink, appearing to read 'Freddy Cuevas'.

Freddy Cuevas
Vice President
Banking Center Manager
Largo Banking Center



MEMBER FDIC

Re: Briarwood Travel Villa Development
2098 Seminole Blvd.
Largo, Florida 33778

To whom it may concern:

I/We Janet Ellershow, Nature's Rose Florist (Title & Company name)
located at 2030 Seminole Blvd. Largo, Florida, We support the proposed
development that is within the Largo Designated Activity Center, of the 260 unit Multi-Family Apartment
Community on the site currently known as Briarwood Travel Villa. The new development will create
additional housing, attracting new residents which will benefit all of the local area businesses.
Supporting our local community and stabilizing the neighborhood.

Thank you for the consideration,

PINELLAS PLANNING COUNCIL AGENDA MEMORANDUM

AGENDA ITEM: III B-2.

MEETING DATE: June 12, 2013

SUBJECT: Amendment of the *Countywide Future Land Use Plan Map*
FROM: Residential Estate (RE) and Residential Low Medium (RLM) with
Resort Facilities Overlay (RFO)
TO: Residential High (RH)
AREA: 13.8 Acres m.o.l
CASE #: CW 13-5
JURISDICTION: City of Largo
LOCATION: 2098 Seminole Blvd. and contiguous southern parcel

RECOMMENDATION: Council Recommend To The Countywide Planning Authority That The Proposed Map Amendment Be Approved Subject To: 1) The Restrictions Contained In The Attached Development Agreement; 2) The Submission Of A Countywide Plan Map Adjustment To Preservation For The Resulting On-Site Wetlands Following Approval Of The Development Order By The City Of Largo; and 3) That The Secondary Access Point On 20th Terrace SW Will Be Used For Emergency Vehicles Only.

I. BACKGROUND

This proposed amendment is submitted by the City of Largo and seeks to reclassify a 13.8 acre site consisting of two parcels from Residential Estate (2.3 acres) and Residential Low Medium with Resort Facilities Overlay (11.5 acres) to Residential High. The site contains the Briarwood Recreational Vehicle (RV) Park containing approximately 138 RV lots/units. The property owner proposes to develop this site with an apartment complex that will be limited to a maximum of 260 total units per a Development Agreement executed between the City of Largo and the property owner.

This amendment (CW12-16) was originally heard by the Council on December 2012 and after discussion the amendment was deferred until the January 2013 meeting where it was withdrawn by the City of Largo.

This new submission includes the same number of proposed apartment units at 260, but removes the previous unit per acre description of 19 units per acre. It does rely on an enforceable development agreement, as opposed to an annexation agreement that was submitted along with the first application. Additionally, the new submission still does not

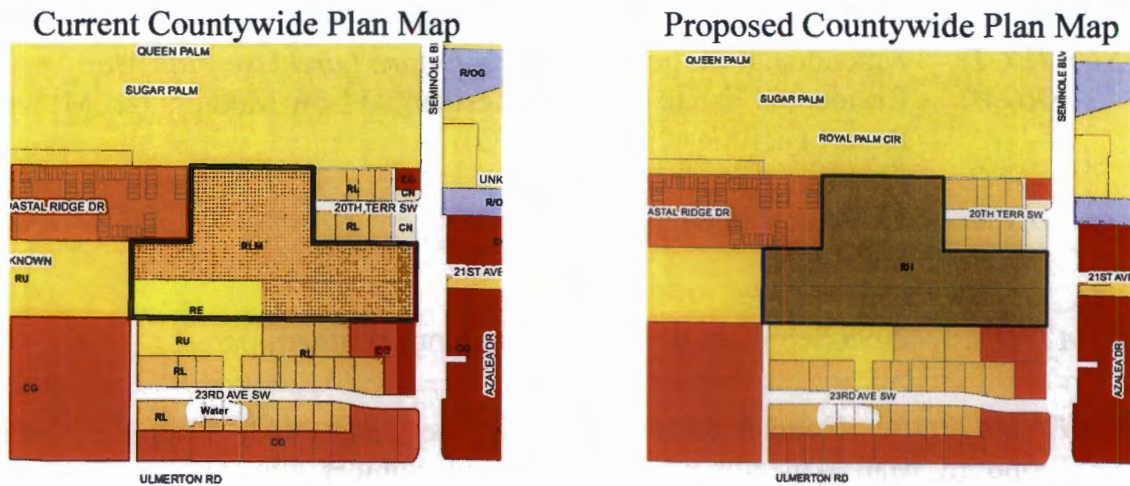
PINELLAS PLANNING COUNCIL ACTION:

The Council recommended approval of the amendment from Residential Estate and Residential Low Medium with Resort Facilities Overlay to Residential High subject to the three (3) enumerated conditions outlined above (vote 10-0).

COUNTYWIDE PLANNING AUTHORITY ACTION:

SUBJECT: Case CW 13-5 – City of Largo

recognize on-site wetlands (approximately 2.0 acres) through a request to designate these areas as Preservation.



II. FINDINGS

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

- A. The proposed amendment is consistent with the criteria for utilization of the Residential High category;
- B. The amendment will impact a roadway segment where the Level of Service (LOS) is below "D;"
- C. The proposed Residential High category either does not involve, or will not significantly impact, the remaining relevant countywide considerations.
- D. The Development Agreement has been approved by the City of Largo and executed by the property owner, and is thus eligible for consideration under the amendment process.

In consideration of and based upon a balanced legislative determination of the Relevant Countywide Considerations, as they relate to the overall purpose and integrity of the Countywide Plan, it is recommended that the proposed Residential High Countywide Plan Map category be approved subject to conditions .

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

III. PLANNERS ADVISORY COMMITTEE (PAC)

The PAC members discussed this case at their June 3, 2013 meeting and recommended approval of a modified staff recommendation (11-0).

IV. LIST OF MAPS & ATTACHMENTS

- Map 1 Location
- Map 2 Current Countywide Plan & Jurisdiction Map
- Map 3 Aerial

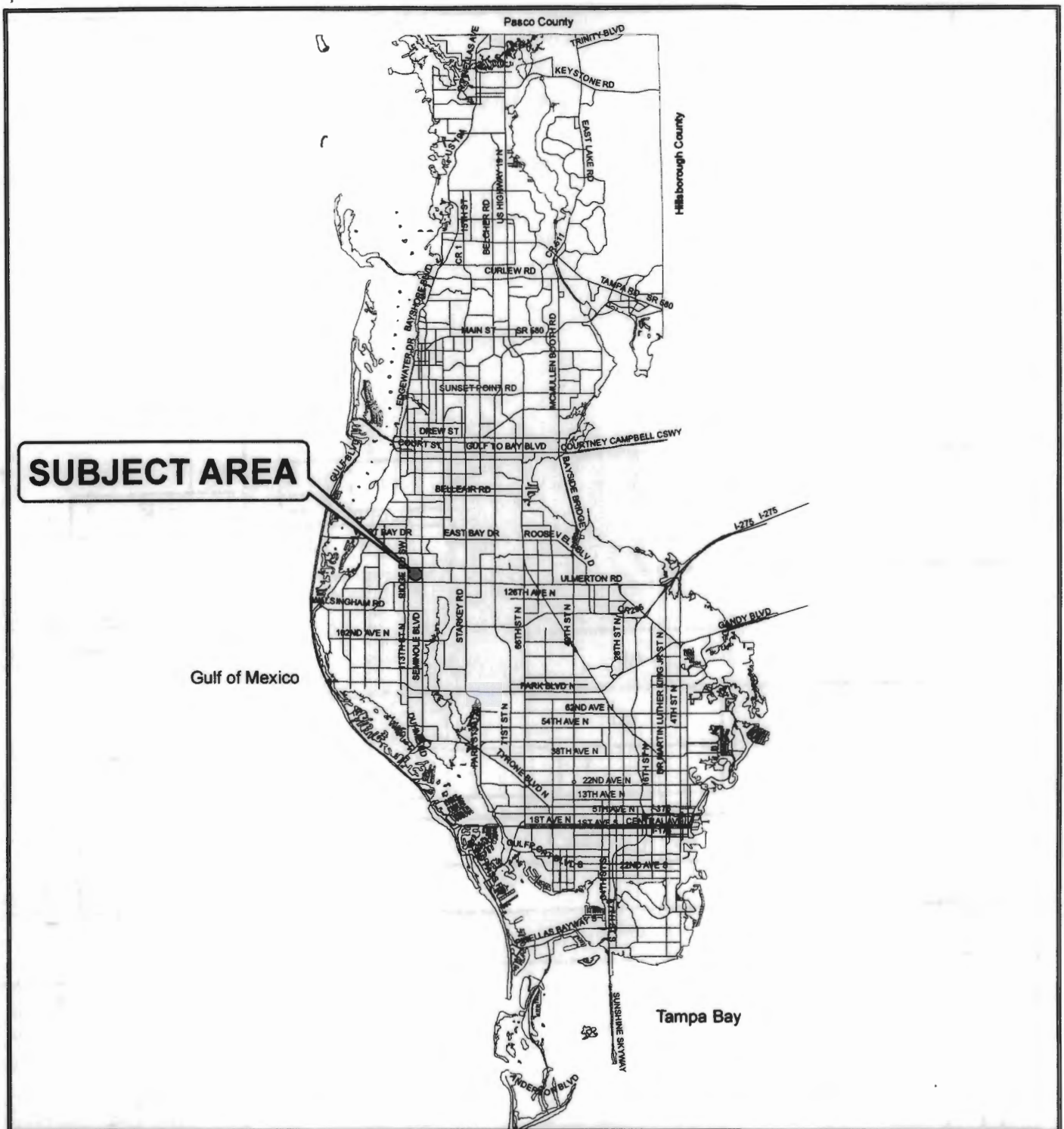
SUBJECT: Case CW 13-5 – City of Largo

Map 4 Current Countywide Plan Map
Map 5 Proposed Countywide Plan Map

Attachment 1 Council Staff Analysis
Attachment 2 Development Agreement
Attachment 3 Correspondence from City of Largo
Attachment 4 Draft PAC Summary Actions Sheet

***V. SUPPORT DOCUMENTS – available only at www.pinellasplanningcouncil.org
(see June Agenda and then click on corresponding case number).***

Support Document 1 Disclosure of Interest Form
Support Document 2 Local Government Application



Map 1 - Location

FROM: Residential Estate and Residential Low Medium with Resort Facilities Overlay

TO: Residential High

AREA: 13.8 Acres

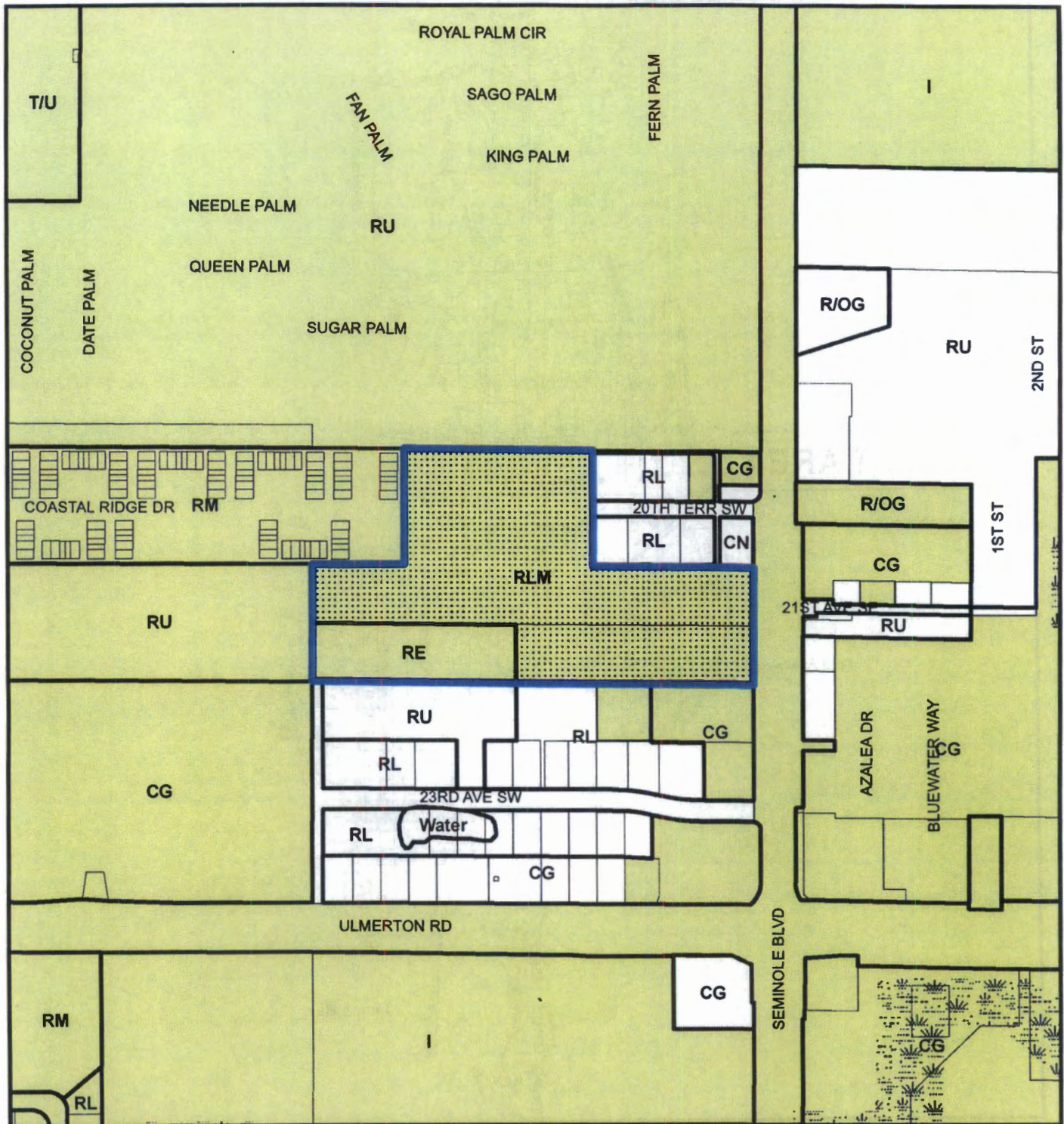
CASE #: CW13-5

JURISDICTION: Largo



1" = 26,000'

PRC PINELLAS
PLANNING
COUNCIL



Map 2 - Current Countywide Plan Map & Jurisdictional Map

FROM: Residential Estate and Residential Low Medium with Resort Facilities Overlay

TO: Residential High

AREA: 13.8

CASE #: CW13-5

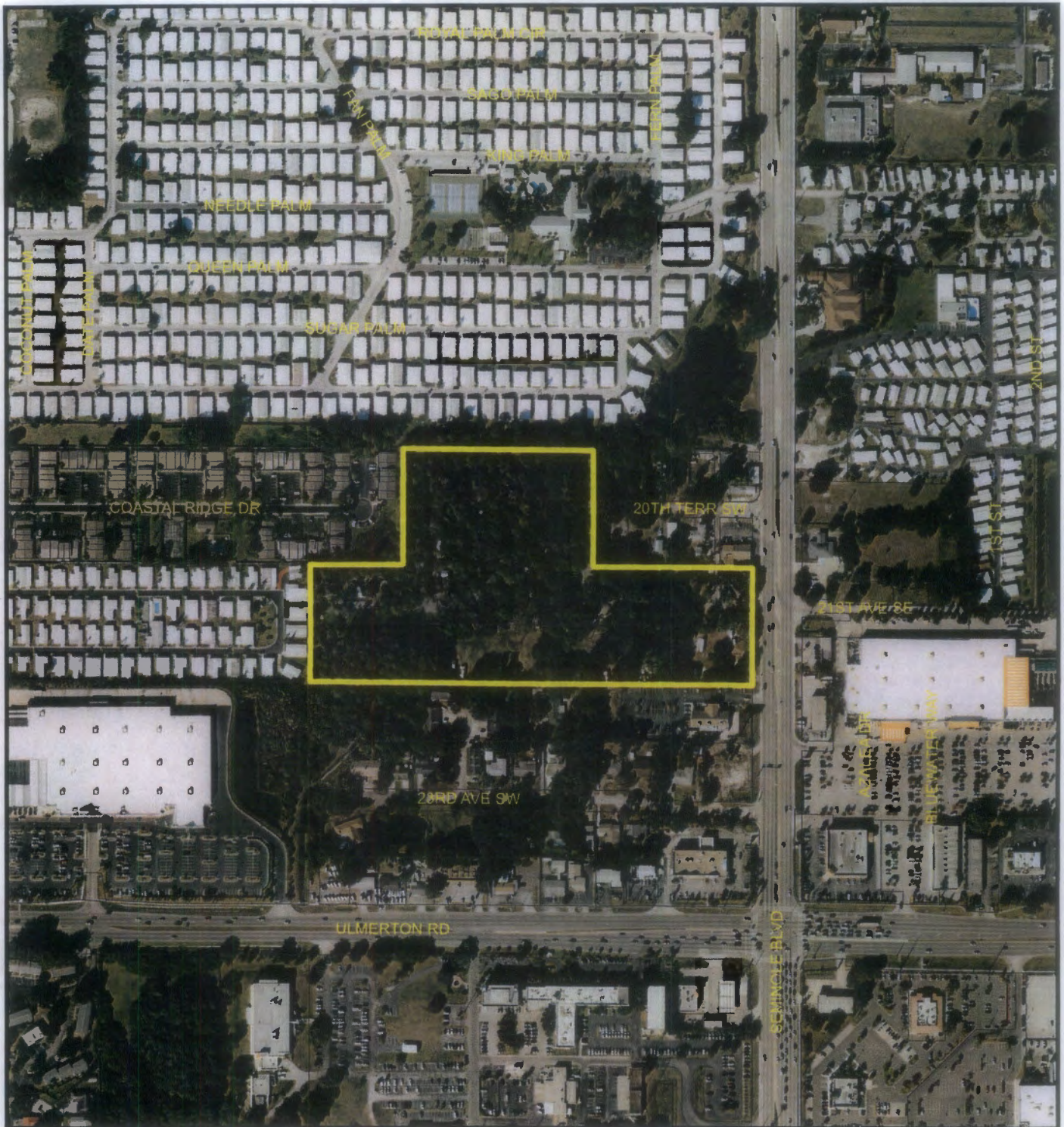
Jurisdictions

- LARGO
- UNINCORPORATED

JURISDICTION: Largo



PRC PINELLAS
PLANNING
COUNCIL



Map 3 - Aerial

FROM: Residential Estate and Residential Low Medium with Resort Facilities Overlay

TO: Residential High

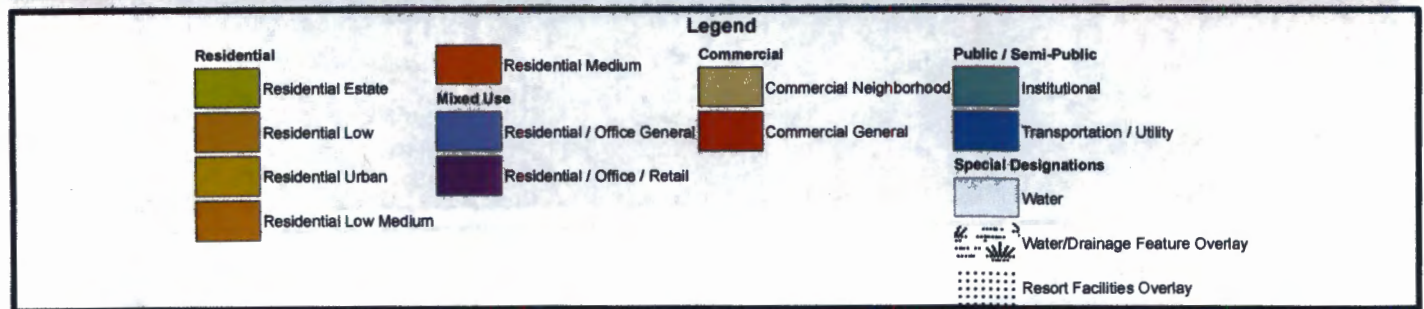
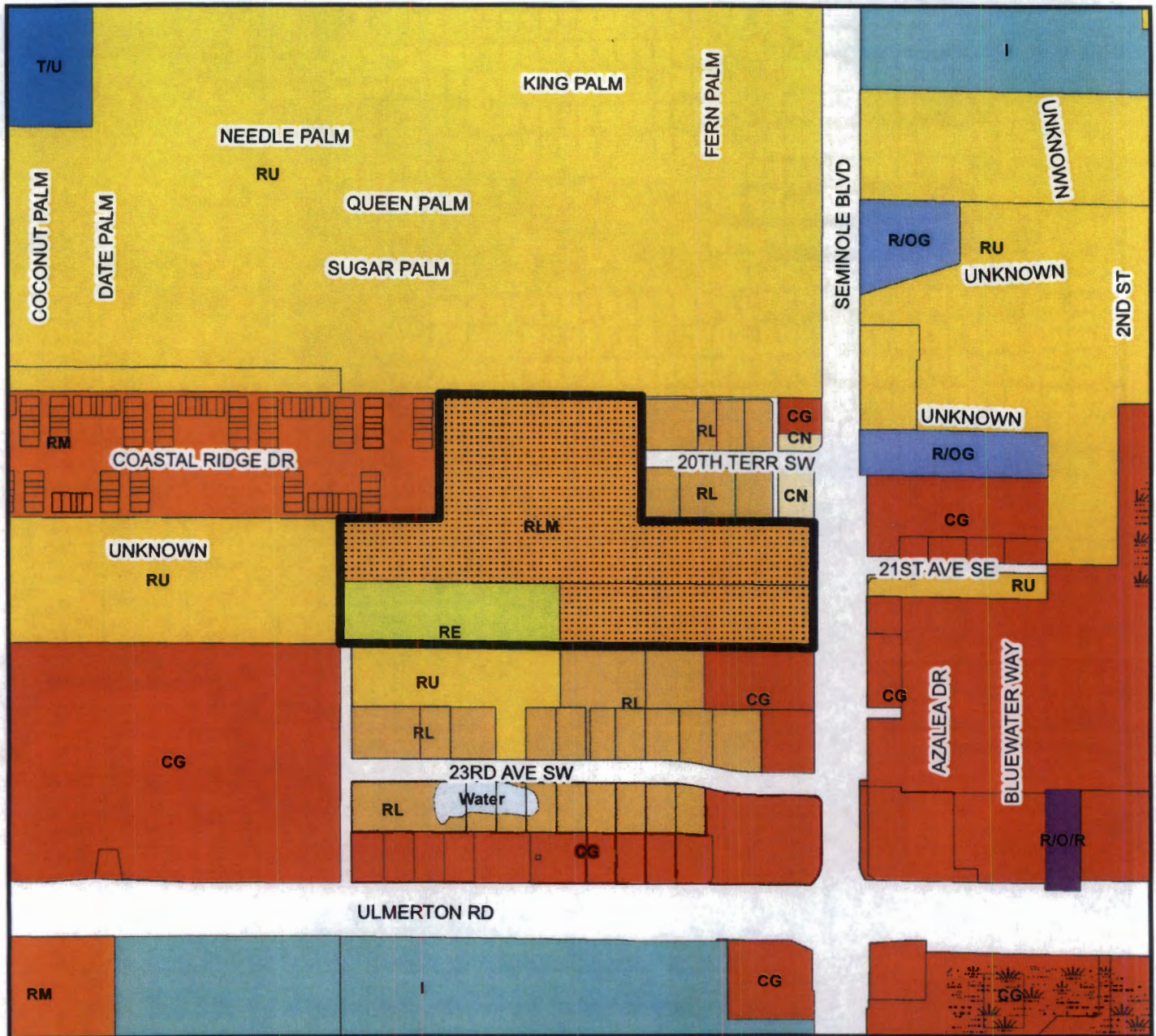
AREA: 13.8

CASE #: CW13-5

JURISDICTION: Largo



PRC PINELLAS
PLANNING
COUNCIL



Map 4 - Current Countywide Plan Map

FROM: Residential Estate and Residential Low Medium with Resort Facilities Overlay

TO: Residential High

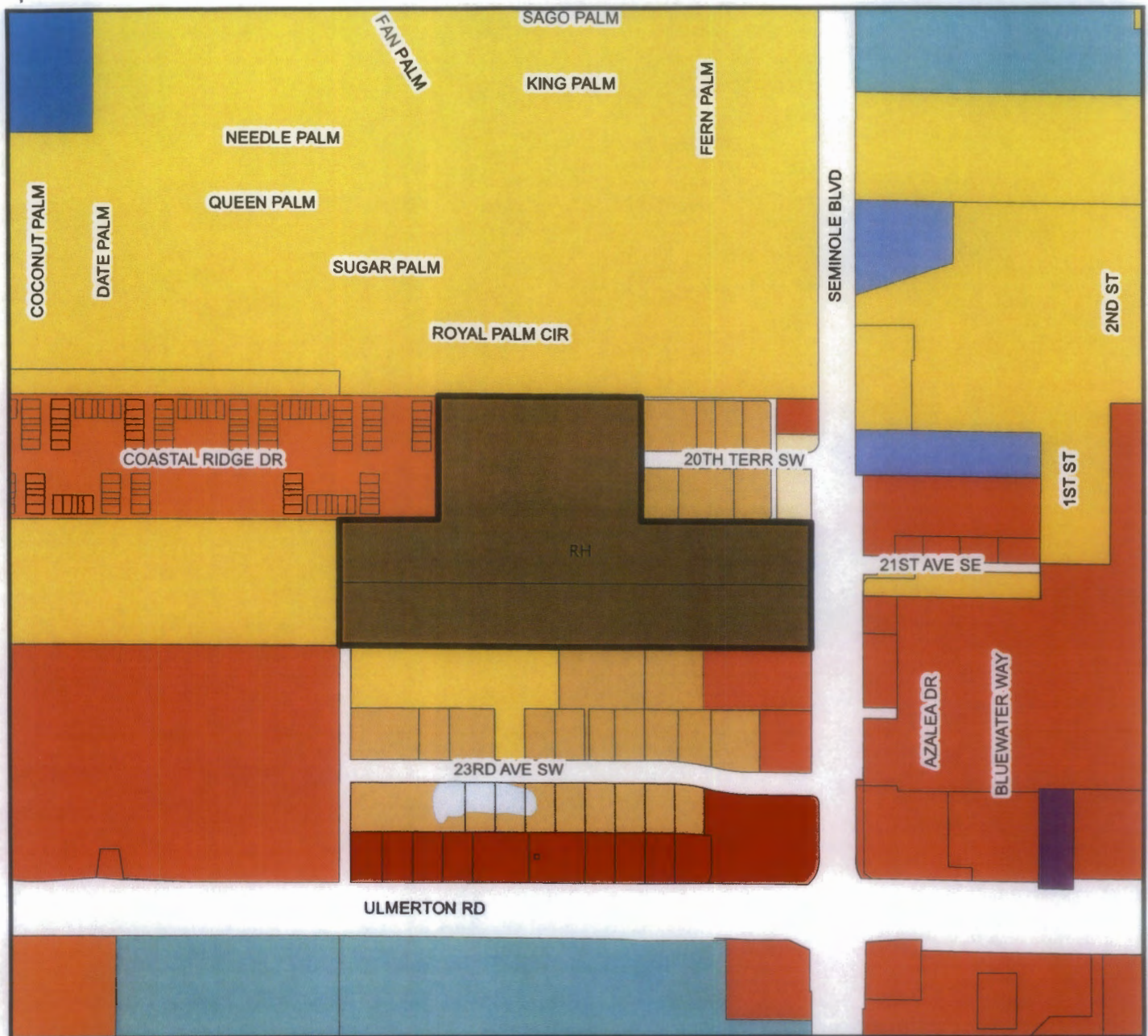
AREA: 13.8

CASE #: CW13-5

JURISDICTION: Largo



PRC PINELLAS
PLANNING
COUNCIL



Legend

Residential	Mixed Use	Commercial	Public / Semi-Public	Special Designations
Residential Estate	Residential/Office General	Commercial Neighborhood	Institutional	Water
Residential Low	Residential/Office/Retail	Commercial General	Transportation/Utility	
Residential Urban				
Residential Low Medium				
Residential Medium				
Residential High				

Map 5 - Proposed Countywide Plan Map

FROM: Residential Estate and Residential Low Medium with Resort Facilities Overlay

TO: Residential High

AREA: 13.8

CASE #: CW13-5

JURISDICTION: Largo



**Council Staff Analysis
Case CW 13-5: Largo
June 12, 2013 PPC Meeting**

Relevant Countywide Considerations:

1) **Consistency with the Countywide Plan and Rules** – The subject site consists of two parcels containing the 138 space Briarwood Recreational Vehicle Park. The 138 recreational vehicle spaces are located on the Residential Low Medium (RLM) with Resort Facilities Overlay (RFO) parcel and appear to be non-conforming in terms of their density. A total of 115 spaces would be allowed under the combination of RLM and RFO. The Residential Estate (RE) parcel appears to have associated storage of boats and recreational vehicles and is not consistent with the uses allowed in the RE category.

Countywide Future Land Use	Current Acreage	Proposed Acreage
Residential Estate (RE)	2.3	-
Residential Low Medium (RLM)	11.5	-
Residential High (RH)	-	13.8
TOTAL	13.8	13.8

The property owner proposes to redevelop this site with a 260 unit apartment complex, subject to a Development Agreement. The site is adjoined by Palm Hill Mobile Home Park on the north, single family homes, vacant land, and a restaurant on the northeast, commercial uses to the east across Seminole Blvd., a restaurant, single family homes, and an apartment complex on the south, and Regal Park Mobile Home Park and Coastal Ridge Condominiums on the west.

The current RE category (2.3 acres) is used to depict areas that are primarily well-suited for low density residential uses at a maximum density of one dwelling unit per acre. The current RLM category (11.5 acres) is used to depict areas that are primarily well-suited for medium density residential uses at a maximum density of 10 dwelling units per acre. The current RFO category is placed over other categories (in this case it applies to only the RLM category area) and is used to depict areas where "...unique recreational assets warrant the combination of permanent and temporary accommodations in proximity to and served by the arterial and major thoroughfare network...."

The proposed Residential High (RH) category is used to depict areas that are primarily well-suited for high density residential uses at a maximum

density of 30 dwelling units per acre. However, this development will be limited to a maximum of 260 total units per the Development Agreement. This results in 19 dwelling units per acre, however when the on-site wetlands are considered, the density increases to 22 dwelling units per acre.

Current and Proposed Residential Dwelling Unit Comparison

Countywide Future Land Use	Acres	Residential Units Allowed/Submitted	Residential Units Per Acre
RE	2.3	2	1
RLM	11.5	115	10
RH	13.8	414	30
RH w/DA (as submitted)	13.8	260	19
RH w/DA (recognizing wetlands)	11.8	260	22

The Countywide Rules state that it is the purpose of the RH category “to depict those areas of the county that are now developed, or appropriate to be developed, in a highly intensive residential manner; and to recognize such areas as primarily well-suited for residential uses that are consistent with the urban and intensive qualities, transportation facilities and natural resource characteristics of such areas.”

Also, the Countywide Rules state that the Locational Characteristics of the RH category “is generally appropriate to locations within or in proximity to urban activity centers; in areas where use and development characteristics are high density residential in nature; and in areas serving as an urban center. These areas are typically in proximity to and may have direct access from the arterial and thoroughfare highway network and are served by mass transit in a manner that provides an alternative to individual automobile use. This designation is generally not appropriate for coastal high hazard and evacuation level “A” areas.”

Without the development agreement and suggested modifications to the conceptual plan submitted with the application, the application of the proposed RH category to the subject area is not consistent with the Countywide Rules. This category allows up to 30 residential dwelling units per acre and is appropriate to be applied to areas with similar high density area.

The development agreement submitted along with the request to apply the RH category restricts the site development to 260 units, or 22 units per acre after the on-site wetlands are taken into consideration. This restriction to the total number of residential units can be deemed consistent with the majority of the surrounding area, with the exception of the area

immediately adjacent to the northeast (along 20th Terrace SW) and along part of the southern property boundary.

These two adjoining areas are low density in nature and without proper safeguards in place the proposed higher density development is not consistent with the low density character of these areas.

Further, staff would like to recognize the fact that this site is within a local urban activity center (recognized by the City of Largo), centered on the Largo Mall to the southeast. It is also part of their strategic plan, which anticipates increased residential and non-residential activity in this area, and as fully supported by the transportation system. Additionally, the two main roadways in this area are proposed to be recognized in the updated Countywide Plan as future transit corridors (Seminole/Missouri and Ulmerton Road), and the surrounding area potentially as an activity center.

These future designations anticipate the types of density proposed by the City of Largo in the attached development agreement and should be taken into consideration during the analysis of this particular proposal. However, it is important to reiterate that the City of Largo has yet to adopt changes to their Future Land Use Plan that would carry these two plans out, and the updated Countywide Plan has yet to be reviewed and approved.

Further analysis of this application reveals that the location of the proposed amendment can serve as a transition from the higher intensity non-residential uses along and across Seminole Blvd. to the urban low density and moderately intensive residential uses to the north and west. This site is also appropriately located in a larger area that contains a mix of single family and multifamily residential uses, as well as a variety of nonresidential uses. The site has direct access onto Seminole Blvd., an arterial roadway, and is also served by two Pinellas Suncoast Transit Authority bus routes, one along Seminole Blvd. and one along Ulmerton Rd., which provides an alternative to automobile use.

There are wetlands on-site that are not recognized in the application for RH, that is they are not requested to be amended to Preservation. An environmental survey was submitted along with the City's application that identifies these as "jurisdictional" wetlands totaling approximately 1.96 acres. The survey's report further identifies these into three areas, with two being severely impacted by previous development activity (i.e., dredging, filling, and other site alterations).

The marginal areas in the center of the property are expected to be incorporated into the proposed development as enhanced drainage features, and the larger wetland area to the southwest is expected to be retained and added to through additional wetland mitigation. Because these areas will

very likely be modified through the site development and permitting process it is recommended that the remaining wetland areas be designated Preservation at a later date through the Council's Countywide Plan Map adjustment process.

Therefore, the proposed RH category, along with the development agreement and the later submission of a Countywide Plan Map adjustment to Preservation recognizing the final wetland configuration, can be deemed consistent with this Relevant Countywide Consideration.

- 2) **Adopted Roadway Level of Service (LOS) Standard** – The amendment area has direct access onto Seminole Blvd., an arterial roadway operating at an LOS of "B." However some traffic from this site will impact Ulmerton Road, an arterial roadway operating at an LOS "F" to the east of Seminole Blvd. and at an LOS of "E" to the west of Seminole Blvd. These nearby segments of Ulmerton Rd. are currently being widened to six lanes which would raise the LOS to "B" west of Seminole Blvd. and to LOS "D" east of Seminole Blvd.

The difference in expected traffic generated between the existing and the proposed categories is an increase of 1,926 vehicle trips. Although only a portion of the 1,926 additional trips will impact Ulmerton Rd, these additional vehicle trips should be taken into consideration since they are loaded onto a highly burdened roadway. However, the ongoing roadway improvements to Ulmerton Rd. will accommodate an increased number of trips and allow the roadway to continue to operate at an acceptable level of service.

- 3) **Location on a Scenic/Non-Commercial Corridor (SNCC)** – The amendment area is not located within a SNCC, so these policies are not applicable.
- 4) **Coastal High Hazard Areas (CHHA)** – The amendment area is not located in a CHHA, so these policies are not applicable.
- 5) **Designated Development/Redevelopment Areas** – The amendment area is not located in, nor does it impact a designated development or redevelopment area, so these policies are not applicable.
- 6) **Adjacent To or Impacting An Adjoining Jurisdiction or Public Educational Facility** – The amendment is adjacent to two unincorporated Pinellas County enclaves of on the northeast and south. The proposed RH category is not anticipated to negatively impact the County's ability to provide services to their jurisdictional area.

Additionally, the amendment area does not adjoin, nor will it impact, a public educational facility. Therefore, this request can be considered consistent with this Relevant Countywide Consideration.

Consideration of Development Agreement

The City of Largo has submitted a Development Agreement (between the City and Dockside Investors VII, LLC and BDC Investors II, LLC) along with the application for Countywide Plan Map amendment that contains the following major items:

- The development on the property will be limited to a residential apartment complex containing a maximum of 260 dwelling units;
- The building height shall be limited to a maximum of four stories and 70 feet;
- A concept plan is included;
- The rent for the apartments will be market-rate;
- Construction of the project must commence within 36 months of the date of the agreement; and
- The Development Agreement is for a term of 30 years, and will be required to be reviewed on an annual basis by the developer and reported to the City on the status of compliance.

Conclusion:

On balance, it can be concluded that the requested amendment from Residential Estate and Residential Low Medium with Resort Facilities Overlay to Residential High is deemed consistent with the Relevant Countywide Considerations found in the Countywide Rules, subject to noted conditions.

DA 13-01

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as "AGREEMENT") is made and entered into this 20 day of May, 2013, between the **CITY OF LARGO, FLORIDA**, a municipal corporation of the State of Florida, whose address is 201 Highland Avenue, Largo, Florida, (hereinafter referred to as "CITY") and **Dockside Investors VII, LLC, a Florida limited liability company, whose mailing address is 12110 Seminole Boulevard, Largo, Florida 33778, and BDC Investors II, LLC, a Florida limited liability company, whose mailing address is 12110 Seminole Boulevard, Largo, Florida 33778**, (hereinafter collectively referred to as "DEVELOPER"), the CITY and the DEVELOPER are together hereinafter referred to as the "PARTIES."

RECITALS

WHEREAS, the DEVELOPER is the legal owner in fee simple of certain real property described on Exhibit "A," attached hereto and made a part hereof, (the "PROPERTY"), which totals approximately 13.80 acres; and

WHEREAS, the CITY is authorized by the Florida Local Government Development Agreement Act, Sections 163.3220 – 163.3243, Florida Statutes (the "Act"), and by the CITY's Comprehensive Development Code (the "Code") to enter into a development agreement with any person having a legal or equitable interest in real property located within its jurisdiction; and

WHEREAS, Section 5600 of the Code, provides additional standards and requirements relevant to the CITY's policies and procedures regarding development agreements; which are consistent with the Act; and

WHEREAS, the CITY has determined that the terms of this AGREEMENT are consistent with the Comprehensive Plan adopted by the CITY (the "Comprehensive Plan") and the Code, unless otherwise expressly set forth herein; and

WHEREAS, on July 9, 2012, the PARTIES voluntarily entered into an Annexation Agreement, as recorded in O.R. Book 17642, page 1777-1802 of the Official Public Records of Pinellas County, Florida ("Annexation Agreement"); and

WHEREAS, on August 7, 2012, the CITY voluntarily annexed, pursuant to Chapter 171, Florida, Statutes, the PROPERTY by Ordinance No. 2012-50; and

WHEREAS, if the PROPERTY receives approval of a Future Land Use Map (FLUM) amendment designating the PROPERTY Residential High (RH), the DEVELOPER wishes to develop the PROPERTY as a 260 dwelling unit multifamily residential apartment complex (the "PROJECT"); and

WHEREAS, the PROPERTY currently has an existing FLUM designation of Residential Low Medium (RLM) and Residential Estate (RE), with a Resort Facility Overlay (RFO), and the PARTIES agreed to condition this AGREEMENT upon the PROPERTY receiving approval of a FLUM amendment designating the PROPERTY as Residential High (RH); and

WHEREAS, the PARTIES recognize the proposed development can act as a catalyst for future economic development and prosperity for the general area surrounding the PROPERTY; and

WHEREAS, the CITY is further willing to eliminate the amount of Parkland Impact and Facility/Capital Improvement impact fees for the PROJECT, all in accordance with the terms and conditions of this AGREEMENT.

AGREEMENT

NOW, THEREFORE, in consideration of and in reliance upon the mutual promises, covenants, and findings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES voluntarily agree to enter into this Development Agreement according to the following terms and conditions:

Section 1. RECITALS

The foregoing recitals are true and correct, and are incorporated herein by reference. All exhibits to this AGREEMENT are deemed to be parts hereof.

Section 2. DEFINITIONS

- A. Development Controls Officer (DCO): The Director of the City of Largo Community Development Department or her/his designee.
- B. Development Order (DO): A document issued by the DCO upon approval of an official board, commission, or administrative officer authorizing a specific use and development of the PROPERTY, and further authorizing the subsequent issuance of necessary permits.
- C. Development Permit (DP): The final permission to erect, construct, reconstruct, alter, raze, move, or remove improvements, or otherwise develop the PROPERTY within the City of Largo. This includes, but is not limited to, the building permit, sign permit, etc.
- D. Mortgagee: The holder of any mortgage or the beneficiary of any deed of trust covering all or part of the PROPERTY or the successor or assignee of any such mortgage holder, or beneficiary, provided that the CITY has received written notice from or on behalf of any such holder or beneficiary providing such party's address and stating its desire to receive notices with respect to this AGREEMENT pursuant to Subsection 14.3.
- E. Public Infrastructure: Facilities to be located in deeded rights-of-way or easements and/or dedicated by plat to the use of the public in general, to include, but not be limited to, roads, pedestrian sidewalks, sewer collection systems, water distribution systems, storm drainage systems, street lights, and street signage.

Section 3. LEGAL DESCRIPTION OF PROPERTY

The PROPERTY subject to this AGREEMENT is more particularly described on Exhibit "A" which is attached to and made a part of this AGREEMENT.

Section 4. RELATIONSHIP OF PARTIES SUBJECT TO THIS DEVELOPMENT AGREEMENT

The DEVELOPER is unrelated to the CITY. The CITY is a municipal corporation organized under Florida law. The relationship between the DEVELOPER and the CITY with respect to the subject-matter of this AGREEMENT is contractual and is set forth completely in this AGREEMENT.

Section 5. DURATION OF AGREEMENT

5.1 This AGREEMENT shall become effective on the date this AGREEMENT is properly recorded in the public records of Pinellas County, Florida (the "Effective Date").

5.2 The duration of this AGREEMENT shall be for a period of thirty (30) years from the Effective Date. The duration of this AGREEMENT may also be extended by mutual consent of DEVELOPER and CITY to the extent that any such extension is not contrary to the laws of the State of Florida or the Code at the time of the extension.

5.3 If the Future Land Use Map amendment referenced in Section 6.4.1 is not finally approved by all necessary governmental bodies this AGREEMENT shall terminate.

Section 6. OBLIGATIONS OF THE DEVELOPER

The obligations of this AGREEMENT shall be binding on the DEVELOPER and its successors and assigns.

6.1 The DEVELOPER has submitted to the CITY a Concept Plan, attached hereto as Exhibit "B," and the CITY has provided the DEVELOPER with the comments of the CITY's Design Review Committee (DRC) dated January 23, 2013. At the time of execution of this AGREEMENT, DEVELOPER is not certain as to the exact and final location and design of the buildings and structures comprising the PROJECT. As the site plan is finalized, the proposed Concept Plan will be revised and submitted to the CITY for final approval in accordance with the Code, the Annexation Agreement (AA 12-42), the comments of the CITY's Design Review Committee, and this AGREEMENT. The DEVELOPER shall strictly comply with the minimum buffering and setback distances shown on Exhibit B. Any substantial change, as determined by the Development Controls Officer (DCO), to the Concept Plan, attached as Exhibit B, involving (i) through (v) below must be reviewed and approved by the CITY Commission prior to the issuance of a Development Order for the PROJECT. "Substantial Change" as used in this section is presumed to exist when any of the following changes occur to the Concept Plan and the design of the PROJECT: (i) relocation or reconfiguration of buildings and structures, landscaping, buffers, setbacks, driveways, roads or parking areas that affect abutting properties in the opinion of the DCO; (ii) any change involving the wetlands depicted on Exhibit B; (iii) any change involving the design and location of proposed stormwater facilities that impacts surrounding properties in the opinion of the DCO; (iv) any changes to the dimensions or boundaries of the PROPERTY; (v) any other change determined by the DCO to be a material change to the Concept Plan as shown on Exhibit B. In the event the DEVELOPER proposes a substantial change to the PROJECT after the required Neighborhood Compatibility Meeting is held pursuant to Subsection 6.4.6, the DCO may, at her or his sole discretion, require the DEVELOPER to hold another Neighborhood Compatibility Meeting in accordance with the Code.

6.2 The DEVELOPER shall submit a final site plan for approval to the CITY consistent with the Code, the Annexation Agreement, the comments of the CITY's Design Review Committee, this AGREEMENT, and applicable comments of other federal, state, county or district agencies. The final site plan must be approved by the CITY and receive a Development Order and concurrency approval in compliance with all applicable Code requirements, except as otherwise allowed in Section 6.4 of this AGREEMENT.

6.3. At the time of development of the PROPERTY, DEVELOPER will submit such applications and documentation as are required by law, all applicable technical codes, and the Code, as they exist on the

A handwritten signature in black ink, appearing to be 'JMC', is located in the bottom right corner of the page.

Effective Date of this AGREEMENT.

6.4 Development Restrictions. The following restrictions shall apply to development of the PROPERTY, even if there is a more restrictive provision of the Code directly conflicting with these restrictions:

6.4.1 In the event the PROPERTY receives approval for a Future Land Use Map (FLUM) amendment designating the PROPERTY as Residential High (RH), the PROPERTY shall be developed as and used for a residential apartment complex consisting of no more than 260 dwelling units.

6.4.2 Performance Standards. DEVELOPER agrees to limit development of the site to four stories and 70 feet in height. Upon development, the site shall comply with all applicable Comprehensive Development Code standards then in effect, except as otherwise allowed in this Section 6.4.

6.4.3 Parking. The DEVELOPER shall provide a minimum of 390 parking spaces or 1.5 parking spaces per residential unit on-site as provided by the Annexation Agreement. The spaces must include eight (8) handicapped spaces. The DEVELOPER shall provide a minimum of one bicycle rack per building. A bicycle rack is equivalent to five (5) bicycle parking spaces. Any proposed compact parking spaces, as defined by the Code, will be in addition to the said 390 parking spaces.

6.4.4 Market-Rate Project. The DEVELOPER will operate the completed PROJECT as a high-quality "market rate" rental housing project in compliance with all applicable legal requirements, and will determine the applicable rental rates for apartment units in accordance with prevailing conditions for comparable projects in the general vicinity of the PROPERTY. For the duration of this AGREEMENT the PROJECT will not operate as an Affordable Housing Development (AHD), as defined by Section 7200 of the Code and by the U.S. Housing and Urban Development Department.

6.4.5 Pedestrian Connectivity. The primary entrance of the PROJECT shall be connected to paved sidewalk systems within the PROJECT and the adjacent Seminole Boulevard sidewalk system. DEVELOPER shall provide interior crosswalks and sidewalk systems for better connections to parking lots/garages, recreational facilities, club house, and connections from building to building.

6.4.6 Neighborhood Compatibility Meeting. A Neighborhood Compatibility Meeting, in accordance with subsection 5101(C) of the Code, shall be conducted prior to final site plan approval.

6.4.7 Setbacks, Buffers and Landscaping. DEVELOPER must strictly adhere to buffer and setback widths as specified on the Concept Plan. All buffers must comply with all applicable Code standards then in effect regarding required number of approved trees, shrubs and other landscaping per buffer type. DEVELOPER shall provide a landscaping plan in accordance with the requirements of Section 6400 of the Code, a tree survey or aerial photograph at the same scale as the layout plan and of sufficient detail to indicate the locations and species names of all existing trees and stands of native vegetation, with indications as to which are to be removed or relocated and which will remain. Setbacks between buildings within the interior of the site shall comply with the required separation between buildings as specified by the applicable building and fire codes.

6.4.8 Access. No ingress or egress access shall be permitted on Oak Avenue for the duration of this AGREEMENT.

6.4.9 Master Drainage Plan. A master drainage plan in compliance with all the requirements of Section 6700 of the Code shall be approved during the site plan review process and prior to the issuance of a Development Order for the PROJECT.

Section 7. OBLIGATIONS OF THE CITY

DEVELOPER shall submit and the CITY will process preliminary and final site plan applications for the PROPERTY that are consistent with Exhibit B, including, and revisions approved by the CITY in accordance with the procedures set forth in the Code.

Section 8. DEVELOPMENT OF THE PROPERTY

8.1 Applicable Rules, Regulations, and Policies.

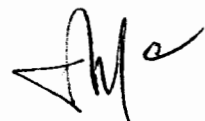
8.1.1 Subject to the terms of Section 6.4 of this AGREEMENT, the ordinances, rules, regulations and policies in existence on the Effective Date (excluding those governing impact fees or fee rates, which may be established from time to time in accordance with applicable law) shall govern the development of the PROPERTY for the duration of this AGREEMENT. At the termination of this AGREEMENT all then existing ordinances, rules, codes, regulations and policies shall become applicable to the PROPERTY regardless of the terms of this AGREEMENT.

The PROJECT may be subject to ordinances and policies adopted by the CITY after the Effective Date so long as the CITY holds a public hearing and determines that such new ordinances and policies:

1. Are not in conflict with the laws and policies governing this AGREEMENT and do not prevent development of the land uses, intensities, or densities as allowed under this AGREEMENT;
2. 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;
3. Are specifically anticipated and provided for in this AGREEMENT; and
4. The CITY demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this AGREEMENT, or this AGREEMENT is based on substantially inaccurate information provided by the DEVELOPER.

8.2 Subsequent Laws and Policies; Moratorium. Subsequent adopted laws and policies of general application in the CITY, including laws and policies pertaining to impact fees, shall be applicable to the PROPERTY. Specifically, the PROJECT shall be subject to the moratorium (City of Largo Ordinance No. 2012-31, effective June 1, 2012) for both the Parkland and Capital Improvement impact fees more particularly described in Section 10.2 of this AGREEMENT.

8.3 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 laws after the execution of this AGREEMENT. In the event of the subsequent enactment of any law which, in any PARTY's reasonable



judgment, would preclude its compliance with the terms of this AGREEMENT, the affected PARTY shall so notify the other PARTY in writing, and the PARTIES shall use their reasonable efforts to modify this AGREEMENT in order to afford each PARTY with the reasonable opportunity to perform its obligations hereunder to the maximum extent permitted by any such subsequent law. In the event that such modification shall deprive any PARTY of any material benefit intended to have been afforded it by this AGREEMENT, the PARTY so deprived may cause this AGREEMENT to be terminated or may avail itself of such other rights and remedies as may then be available to it in order to realize the benefits intended to have been provided to it hereunder.

Section 9. PUBLIC FACILITIES

9.1 General. DEVELOPER shall design, construct, and maintain, until conveyance to and acceptance by the CITY, all public infrastructure facilities necessary for the PROJECT, providing that said public infrastructure facilities have received final site plan approval and construction plan approval, and that all review procedures have been complied with fully. Public infrastructure facilities shall be completed, inspected, and accepted by the CITY prior to the issuance of any Certificates of Occupancy for the PROPERTY.

9.2 Off-Site Public Infrastructure. DEVELOPER shall be required to construct off-site public facilities to mitigate negative impacts on adopted levels of service caused by the PROJECT as determined during the full site plan review process.

9.3 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 CITY or Pinellas County concurrency ordinance provisions if applicable at the time of the Effective Date of this AGREEMENT.

9.3.1. Potable water from Pinellas County.

9.3.2. Sanitary Sewer service from Pinellas County.

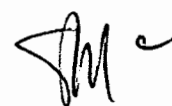
9.3.3. Fire protection from the CITY.

9.3.4. Drainage facilities for the parcel are as designated on the site plan and approved by the Southwest Florida Water Management District.

9.4 Remedies/Enforcement Mechanism. In the event DEVELOPER fails to comply with the requirements of this Section 9, the CITY's remedy shall be to withhold the Certificate(s) of Occupancy for structures located on the PROPERTY.

Section 10. RESERVATION AND/OR DEDICATION OF LAND FOR PUBLIC PURPOSES

10.1 Dedication of Land. To the extent that DEVELOPER has not done so, the DEVELOPER shall dedicate those portions, if any, of the PROPERTY required for rights-of-way, water, wastewater and drainage easements, park lands, utilities and other publicly owned properties by plat dedication, warranty deed, easement, or by title instrument satisfactory to the Development Controls Officer. To the extent that DEVELOPER has not done so, the DEVELOPER shall cause a Phase I Environmental Audit to be completed and submitted to the CITY of any such dedicated land within the PROPERTY prior to the CITY's acceptance of any such dedicated land. Public facilities shall be transferred in the manner established in Section 9 of this AGREEMENT.



10.2 Parkland Impact Fee and Facility/Capital Improvement Fee. Currently there is a two year moratorium (City of Largo Ordinance No. 2012-31, effective June 1, 2012) on Parkland and Facility/Capital Improvement impact fees. The PROPERTY will not be charged these impact fees on this PROJECT as long as the PROJECT meets the requirements of Ordinance No. 2012-31 prior to the expiration of the moratorium.

Section 11. REQUIRED DEVELOPMENT PERMITS

Local development permits which must be approved and issued to DEVELOPER or their successors in interest may include, but are not limited to the following:

- A. Development Order;
- B. Development/Building/Utility Permits;
- C. Plat Approval;
- D. Site Plan approval(s) and associated utility licenses and right-of-way utilization permits;
- E. Construction Plan approval(s);
- F. Concurrency Determination from Pinellas County on state and county facilities and services;
- G. Drainage Permit from Southwest Florida Water Management District and the Department of Environmental Protection (DEP);
- H. Certificate(s) of occupancy;
- J. All other approvals or permits as required by existing or future governmental regulations as they now exist, or as they may exist in the future.

Section 12. AMENDMENT OF AGREEMENT AND DEVELOPMENT ORDER

This AGREEMENT may be amended from time to time by mutual consent of the PARTIES or their successors in interest, in accordance with F.S. 163.3237.

Section 13. ANNUAL REVIEW, DEFAULT, AND REMEDIES

13.1 General Provisions. Neither PARTY shall be in default of this AGREEMENT unless it has failed to perform any of its obligations under this AGREEMENT for a period of thirty (30) days after its receipt of written notice from the other PARTY specifying the nature of the alleged default and the manner in which said fault may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within said thirty (30)-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. Except as set forth in Section 9.4 above, upon default by a PARTY under this AGREEMENT, the PARTY not in default shall have all rights and remedies provided by law, including but not limited to the right to terminate the AGREEMENT, the right to seek specific performance, and the right to file for injunctive relief in the Sixth Judicial Circuit Court in and for Pinellas County, Florida to enforce the terms of the AGREEMENT or to challenge compliance of the AGREEMENT with the provisions of F.S. 163.3220 - 163.3243. Attorney fees and costs incurred as a result of seeking performance under this AGREEMENT

shall be paid for by the non-prevailing PARTY.

13.2 Annual Review. Each year during the term of this AGREEMENT, beginning one (1) year after the Effective Date, the DEVELOPER shall submit a report to the CITY specifying performance and compliance with this AGREEMENT. The CITY shall review the annual report with the terms of the AGREEMENT, and either accept or reject the report based upon substantial, competent evidence that the DEVELOPER or its successors in interest have complied in good faith with the terms and conditions of this AGREEMENT. Failure to comply with the terms and conditions of this AGREEMENT after being provided with applicable notice and the opportunity to cure as set forth in Section 13.1 shall constitute an event of default under this AGREEMENT. Without limiting the generality of the foregoing, if the CITY finds, on the basis of substantial competent evidence, that there has been a failure on the part of the DEVELOPER to comply with its obligations under this AGREEMENT, the CITY may, after furnishing the default notice described in Section 13.1, exercise any one or more, or all, of its rights and remedies against the DEVELOPER under this AGREEMENT, at law or in equity, including terminating this AGREEMENT. It shall be the responsibility of the DEVELOPER to notify the CITY of any changes in ownership and other interest of the PROPERTY pursuant to Section 14.4.

Section 14. GENERAL PROVISIONS

14.1 Covenants Running with the Land. The provisions of this AGREEMENT shall constitute covenants which shall run with the land comprising the PROPERTY; the burdens and benefits hereof shall bind and inure to the benefit of the PARTIES hereto and their personal representatives, heirs, successors, grantees and assigns.

14.2 Time Frame for Implementation. The DEVELOPER shall have thirty-six (36) months after the Effective Date to commence the construction of the PROJECT. In the event construction is not commenced within such thirty-six (36) month period, this AGREEMENT and the rights and obligations herein shall be suspended at the election of the CITY by sending written notice to DEVELOPER of the same prior to DEVELOPER commencing construction, until such time as the CITY and DEVELOPER agree to amend this AGREEMENT to revise this Section 14.2. During any period of suspension of the terms of this AGREEMENT under this Section 14.2, the development of the PROPERTY will be governed by the applicable codes, ordinances and regulations in effect at that time.

14.3 Mortgagee Rights. CITY shall provide any Mortgagee, of which the CITY has notice, with written notice of any default by the DEVELOPER under this AGREEMENT concurrently with its delivery of such notice to the DEVELOPER, and give each Mortgagee the same opportunity to cure such default as is provided to the DEVELOPER under this AGREEMENT and will accept any such cure from Mortgagee as if such cure was tendered by Developer. Failure to provide such notice to Mortgagee shall not give rise to any liability on the part of the CITY.

14.4 Transfer of PROPERTY. The DEVELOPER may assign or transfer all of or any portion of its interests, rights, or obligations under this AGREEMENT (an "Assignment") to any party acquiring an interest or estate in all or any portion of the PROPERTY. In the event that there is a transfer or conveyance of any portion of the PROPERTY in fee simple, an Assignment shall be deemed to have occurred with respect to the portion of the PROPERTY so transferred without any further actions by the PARTIES. In the event of any Assignment made by the DEVELOPER as provided in this Section, the assignee's express assumption of the DEVELOPER'S obligations under this AGREEMENT shall relieve the DEVELOPER of all prospective responsibility for the obligations so assumed. The DEVELOPER shall provide the CITY with written notice promptly after the completion of any Assignment, provided however, failure to provide such notice shall not give rise to any liability on the part of the DEVELOPER. If the DEVELOPER enters into an Assignment, the transferee shall succeed to all of DEVELOPER'S

rights under this AGREEMENT as they affect the development of that portion of the PROPERTY so transferred, and the transferee shall automatically assume all obligations of the DEVELOPER hereunder which relate to the portion of the PROPERTY transferred to it. An Assignment to any other person or entity not a party to this AGREEMENT shall release the DEVELOPER from its obligations hereunder relating only to the portion of the PROPERTY so transferred.

14.5 Construction. This AGREEMENT has been reviewed and revised by legal counsel for both the DEVELOPER and the CITY, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this AGREEMENT.

14.6 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 certified or registered mail, postage prepaid, return receipt requested. Such notice shall be addressed as follows:

As to the CITY:
Norton Craig, City Manager
City of Largo
P.O. Box 296
Largo, FL 34649-0296

With a required copy concurrently to:

Alan S. Zimmet, City Attorney
City of Largo
P.O. Box 296
Largo, FL 34649-0296

As to DEVELOPER:


Stephen E. McConihay, Managing Member
Dockside Investors VII, LLC and
BDC Investors II, LLC
12110 Seminole Boulevard
Largo, Florida 33778

With a required copy concurrently to:

Jonathan James Damonte, Esq.
Jonathan James Damonte, Chartered
12110 Seminole Blvd.
Largo, FL 33778

14.7 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.

14.8 Counterparts and Exhibits. This AGREEMENT may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute

A handwritten signature in black ink, appearing to be 'J. Damonte', is located in the bottom right corner of the page.

one and the same instrument. To indicate their agreement to the above, the PARTIES or their authorized representatives or officers have signed this AGREEMENT. This AGREEMENT consists of fourteen (14) pages, including notary acknowledgements, and in addition, two (2) exhibits.

14.9. Completion of AGREEMENT. Upon the completion of performance of this AGREEMENT or its revocation or termination, the DEVELOPER or its 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 such statement to the City Manager or his designee.

14.10 Recording this AGREEMENT. This AGREEMENT shall be recorded, by the CITY, at the DEVELOPER's cost, in the public records of Pinellas County, Florida, in accordance with the requirements of the Act.

14.11 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.

14.12 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 the DEVELOPER's successors or assigns.

14.13 Venue and Applicable Law. This AGREEMENT shall be construed by and controlled under the laws of the State of Florida. Venue for any for the purposes of any state 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 for any federal suit, action or other proceeding shall be exclusively in the United States District Court for the Middle District of Florida, Tampa Division.

There is no further text on this page; the next pages contain the parties' signatures.

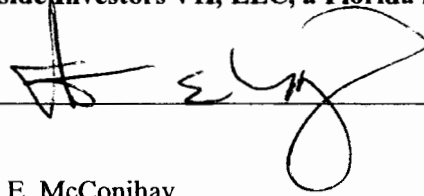
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IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed the day and year first above written.

By executing this AGREEMENT, the DEVELOPER acknowledges that the undersigned has the lawful authority granted by said entity to execute this AGREEMENT on behalf of the DEVELOPER, and has been granted the right to bind the DEVELOPER to the covenants and agreements herein above stated.

Entity Name: Dockside Investors VII, LLC, a Florida limited liability company

By (Signature):

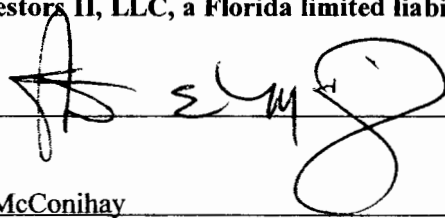


Print Name: Stephen E. McConihay

Title: Managing Member

Entity Name: BDC Investors II, LLC, a Florida limited liability company

By (Signature):



Print Name: Stephen E. McConihay

Title: Managing Member

NOTARIZATION: CORPORATE/PARTNERSHIP/TRUST/OTHER ENTITY

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 27 day of March, 2013,
by **Stephen E. McConihay**, as **Managing Member** of **Dockside Investors VII, LLC, a Florida limited liability company**, who acknowledged before me that he is authorized to execute this AGREEMENT on behalf of said entity and [☒] is personally known to me or [☐] has produced identification.

Type of identification produced: personally known to me

My commission expires:
(Notary Seal)



Jonathan James Damonte
Notary Public Signature

Notary Public Print Name

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 27 day of March, 2013,
by **Stephen E. McConihay**, as **Managing Member** of **BDC Investors II, LLC, a Florida limited liability company**, who acknowledged before me that he is authorized to execute this AGREEMENT on behalf of said entity and [☒] is personally known to me or [☐] has produced identification.

Type of identification produced: personally known to me

My commission expires:
(Notary Seal)



Jonathan James Damonte
Notary Public Signature

Notary Public Print Name

CITY OF LARGO, Florida
a Municipal Corporation.

BY:

Norton Craig
Norton Craig, City Manager

REVIEWED AND APPROVED BY:

Alan S. Zimmet
Alan S. Zimmet, City Attorney

ATTEST:

Diane Bruner
Diane Bruner, City Clerk



STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 8 day of May, 20 13, by **Norton Craig**, as City Manager of the CITY OF LARGO, FLORIDA, a municipal corporation, and he acknowledged before me that he executed the instrument on behalf of the CITY. He is personally known to me.

My commission expires:
(Notary Seal)



Stephanie V. Waters
Notary Public Signature

Stephanie V. Waters
Notary Public Print Name

EXHIBIT "A"

PROPERTY

LEGAL DESCRIPTION OF THE PROPERTY

Legal Description:

PARCEL 1

From a point on the East line of the SE 1/4 of the SW 1/4 of Section 3, Township 30 South, Range 15 East, Pinellas County, Florida, which lies 660 feet North of the Southeast corner of said SE 1/4 of the SW 1/4, run thence West 1333 feet, more or less, to the West line of said SE 1/4 of the SW 1/4; thence run North along said West line 165 feet; thence run East 1333 feet, more or less, to the East line of said SE 1/4 of the SW 1/4; thence run South 165 feet to the Point of Beginning, less that part described in Clerk's Instrument No. 161896 (Official Records Book 1871, Page 666), of the Public Records of Pinellas County, Florida, for road purposes.

PARCEL 2

The North 1/2 of the SE 1/4 of the SW 1/4 of Section 3, Township 30 South, Range 15 East, Pinellas County, Florida, Less the North 330 feet of the West 264 feet thereof; Also Less the North 330 feet of the East 528 feet thereof; Also Less the South 165 feet thereof; Also less road right of way.

Parcel Identification Number:

03/30/15/00000/340/0100

03/30/15/00000/340/0200

Address of which is commonly known as:

2098 Seminole Boulevard

Vacant

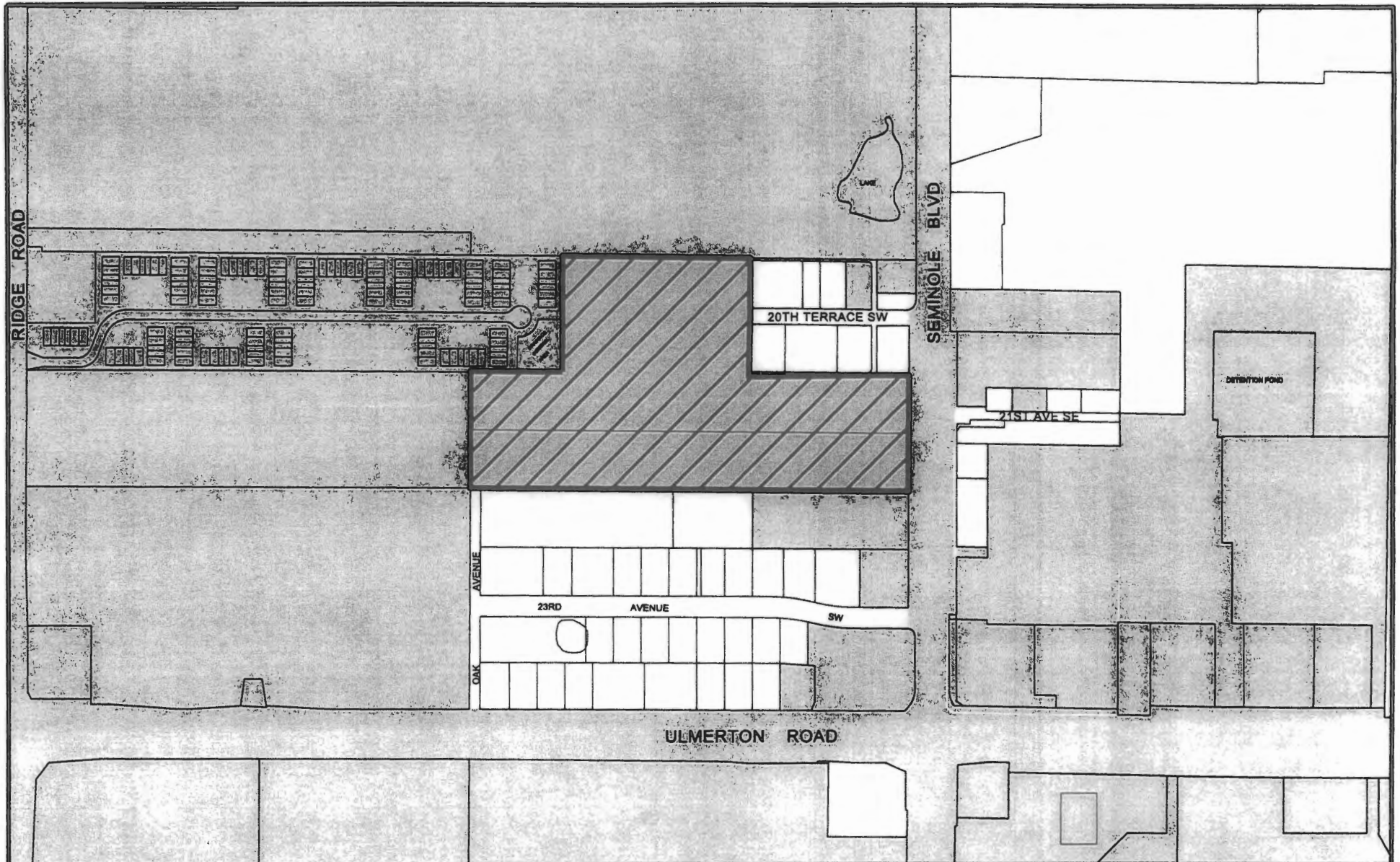


EXHIBIT "A"

Case #: DA 13-01
 Subject: Briarwood RV Park Development
Agreement
 Location: 2098 Seminole Blvd
03/30/15/00000/340/0100 &
03/30/15/00000/340/0200



Subject Properties



City of Largo



Scale: 1"=400'

Date: 12/26/12

By: D.B.

MAP LOCATION



THIS MAP WAS PREPARED BY
 THE CITY OF LARGO COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT “B”
CONCEPT PLAN
[SEE ATTACHED]

**BDC INVESTORS II, LLC
RESOLUTION OF SOLE MEMBER**

The undersigned hereby certifies that he is the sole Member of BDC INVESTORS II, LLC, a Florida limited liability company, (hereinafter referred to as the "Company"), duly organized and existing under the laws of the State of Florida, that the following is a true copy of the resolution duly adopted by the unanimous written consent of all of the Members of the Company, and that said resolution has not been rescinded or modified.

WHEREAS, the Company is the owner of an interest in certain parcels of real property commonly known as Briarwood Travel Villa, 1660 Seminole Blvd., Largo, Pinellas County, Florida, legally described as:

See Attached Legal Description

and

WHEREAS, the Company desires to annex the Property into the City of Largo, enter into a development agreement with the City of Largo, and participate with the City of Largo in an application for land use plan amendment to change the zoning and land use designation of the Property, and

WHEREAS, the Company wishes to designate Stephen B. McConihay, a/k/a Steve McConihay as a Manager of the Company with independent authority to negotiate and enter into a petition or petitions to annex the Property into the City of Largo, one or more development agreements with the City of Largo, an application for land use plan amendment to the land use plan for the Property, and such other and further negotiations, memoranda, contracts and agreements as may be necessary and / or appropriate to the Company's plans for development and / or redevelopment of the Property,

NOW, THEREFORE, BE IT RESOLVED, that Steve McConihay is appointed a Manager of the Company, and is hereby authorized to execute all documents necessary to the annexation, land use planning and development of the Property, and to do and all additional acts or things he shall deem proper and desirable to effectuate same, and it is

FURTHER RESOLVED, that the City of Largo, and Pinellas County, and all other parties relying thereon shall be fully protected in relying on such actions of the said Manager and shall be indemnified and saved harmless from any claims, demands, expenses, loss, or damage resulting from, or growing out of, honoring the signature of the said Manager.

IN WITNESS WHEREOF, we have hereunto subscribed our names and affixed the Seal for the Company the day and year set forth below.



Theodore F. Bertuca

Dated: March 5, 2012

LEGAL DESCRIPTION

BRIARWOOD TRAVEL VILLA

Parcel ID #03/30/15/00000/340/0100

From a point on the East line of the SE 1/4 of the SW 1/4 of Section 3, Township 30 South, Range 15 East, Pinellas County, Florida, which lies 660 feet North of the Southeast corner of said SE 1/4 of the SW 1/4, run thence West 1333 feet, more or less, to the West line of said SE 1/4 of the SW 1/4; thence run North along said West line 165 feet; thence run East 1333 feet, more or less, to the East line of said SE 1/4 of the SW 1/4; thence run South 165 feet to the Point of Beginning, less that part described in Clerk's Instrument No. 161896 (Official Records Book 1871, Page 666), of the Public Records of Pinellas County, Florida, for road purposes.
and

Vacant Commercial Land

Parcel ID #03/30/15/00000/340/0200

The North 1/2 of the SE 1/4 of the SW 1/4 of Section 3, Township 30 South, Range 15 East, Pinellas County, Florida, Less the North 330 feet of the West 264 feet thereof; Also Less the North 330 feet of the East 528 feet thereof; Also Less the South 165 feet thereof; Also Less road right of way.

This instrument is prepared by
and return to:
Steven A. Williamson, Esquire
Johnson, Pope, Bokor,
Ruppel & Burns, LLP
P. O. Box 1368
Clearwater, FL 33757-1368

TRUSTEE'S DEED

This Trustee's Deed is made and executed on the 2nd day of MARCH, 2012, by DOUGLAS N. MENCHISE, AS TRUSTEE IN BANKRUPTCY CASE NO. 8:11-bk-00400-KRM, IN RE: MACDONALD FAMILY PROPERTIES, a dissolved Florida corporation, Debtor, and having its principal place of business at 300 Turner Street, Clearwater, FL 33756 (the "Grantor"), to DOCKSIDE INVESTORS VII, LLC, a Florida limited liability company and BDC INVESTORS II, LLC, a Florida limited liability company (the "Grantee"), whose post office address is 12110 Seminole Blvd., Largo, FL 33778.

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release and confirm unto the Grantee, all that certain land situated in Pinellas County, Florida, and more fully described as:

See Exhibit "A" attached hereto and made a part hereof by reference.

Property Identification No's:.

03-30-15-00000-340-0100 and 03-30-15-00000-340-0200

SUBJECT TO that certain mortgage recorded on January 8, 1998, in O.R. Book 9957, Page 2161, as assigned pursuant to that certain Assignment of Mortgage recorded on October 19, 2000, in O.R. Book 11092, Page 606, all in the Public Records of Pinellas County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To have and to hold, the same in fee simple forever.

Note to Administrator: Consideration for this conveyance is \$1,250,000.00.

The Grantor covenants that he has lawful authority to sell and convey said land pursuant to that certain Order Granting Trustee's Motion for Authority to Sell The Estate's Interest in Real and Personal Property, dated February 10, 2012, in the Chapter 7 bankruptcy case styled *In re: MacDonald Family Properties, Inc., Debtor*, case no. 8:11-bk-00400-KRM and this conveyance is made without any warranties whatsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name the day and year first above written.

Signed, sealed and delivered
in the presence of:

Melanie E. Van Schaick
Print name: Melanie E. Van Schaick
Suzanne Menchise
Print name: SUZANNE MENCHISE

Douglas N. Menchise BK Trustee
Douglas N. Menchise, as Trustee in
Bankruptcy Case No.
8:11-bk-00400-KRM, in re:
MacDonald Family Properties, Inc.,
a dissolved Florida corporation, Debtor

STATE OF FLORIDA)
COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me this 2nd day of March, 2012, by Douglas N. Menchise, as Trustee in Bankruptcy Case No. 8:11-bk-00400-KRM, in re: MacDonald Family Properties, Inc., a dissolved Florida corporation, Debtor, on behalf of the corporation and trust. Douglas N. Menchise ☒ is personally known to me or ☐ has produced _____ as identification.

Melanie E. Van Schaick
Notary Public
Print name: Melanie E. Van Schaick
My commission expires:

.120527
#595082 v1 - Pritchett/Trustee's Deed (FINAL)

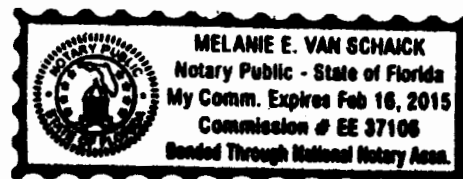


EXHIBIT "A"

Parcel 1:

From a point on the East line of the SE 1/4 of the SW 1/4 of Section 3, Township 30 South, Range 15 East, Pinellas County, Florida, which lies 660 feet North of the Southeast corner of said SE 1/4 of the SW 1/4, run thence West 1333 feet, more or less, to the West line of said SE 1/4 of the SW 1/4; thence run North along said West line 165 feet; thence run East 1333 feet, more or less, to the East line of said SE 1/4 of the SW 1/4; thence run South 165 feet to the Point of Beginning, less that part described in Clerk's Instrument No.161896 (Official Records Book 1871, Page 666), of the Public Records of Pinellas County, Florida, for road purposes.

Parcel 2:

The North 1/2 of the SE 1/4 of the SW 1/4 of Section 3, Township 30 South, Range 15 East, Pinellas County, Florida, Less the North 330 feet of the West 264 feet thereof; Also Less the North 330 feet of the East 528 feet thereof; Also Less the South 165 feet thereof; Also Less road right of way.

[Interactive Map of this parcel](#) [Sales Query](#) [Back to Query Results](#) [New Search](#) [Tax Collector Home Page](#) [Question/Comment about this page](#) WM

03-30-15-00000-340-0100

[Portability Calculator](#)**Data Current as of March 28, 2013**[Print](#)[Radius Search](#)**Improvement Value**
per F.S. 553.844

Ownership/Mailing Address	Site Address
DOCKSIDE INVESTORS VII LLC B D C INVESTORS II LLC 12110 SEMINOLE BLVD LARGO FL 33778-2833	2098 SEMINOLE BLVD SEMINOLE 33778-

**Property Use:** 2815 (Campground - RV park)

Living Units: 0

[\[click here to hide\]](#) **2012 Legal Description**

N 1/2 OF SE 1/4 OF SW 1/4 OF SEC 3-30-15 LESS W 264 FT OF N 330FT THEREOF & LESS E 528FT OF N 330FT THEREOF
& LESS S 165FT THEREOF & LESS R/W ON E FOR ALT 19 CONT 8.94AC(C)

2013 Exemptions		2012 Caps/Classified Agricultural Value	
<input checked="" type="checkbox"/> File for Homestead Exemption		Save-Our-Homes Cap Percentage: 0.00%	
Homestead: No	Government: No	Non-Homestead 10% Cap: Yes	Classified Agricultural: No
Institutional: No	Historic: No		

2012 Parcel Information 2012 Trim Notice

Most Recent Conveyance	Sales Comparison	Census Tract	Evacuation Zone	Plat Book/Page
17510/1994	Sales Query	1210325304	A	

2012 Interim Value Information

Year	Save-Our-Homes cap	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2012	No	\$1,175,000	\$1,175,000	\$1,175,000	\$1,175,000	\$1,175,000

[\[click here to hide\]](#) **Value History as Certified (yellow indicates correction on file)**

Year	Save-Our-Homes Cap	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2012	No	\$1,175,000	\$1,175,000	\$1,175,000	N/A	\$1,175,000
2011	No	\$1,450,000	\$1,450,000	\$1,450,000	N/A	\$1,450,000
2010	No	\$1,575,000	\$1,575,000	\$1,575,000	\$1,575,000	\$1,575,000
2009	No	\$1,650,000	\$1,650,000	\$1,650,000	\$1,650,000	\$1,650,000
2008	No	\$1,610,000	\$1,610,000	\$1,610,000	\$1,610,000	\$1,610,000
2007	No	\$1,580,000	\$1,580,000	\$1,580,000	N/A	\$1,580,000
2006	No	\$1,550,000	\$1,550,000	\$1,550,000	N/A	\$1,550,000
2005	No	\$1,250,000	\$1,250,000	\$1,250,000	N/A	\$1,250,000
2004	No	\$1,100,000	\$1,100,000	\$1,100,000	N/A	\$1,100,000
2003	No	\$1,050,000	\$1,050,000	\$1,050,000	N/A	\$1,050,000
2002	No	\$1,050,000	\$1,050,000	\$1,050,000	N/A	\$1,050,000
2001	No	\$995,500	\$995,500	\$995,500	N/A	\$995,500
2000	No	\$993,800	\$993,800	\$993,800	N/A	\$993,800
1999	No	\$1,268,100	\$1,268,100	\$1,268,100	N/A	\$1,268,100
1998	Yes	\$939,700	\$936,800	\$911,800	N/A	\$911,800
1997	Yes	\$900,400	\$900,400	\$875,400	N/A	\$875,400
1996	Yes	\$899,000	\$899,000	\$874,000	N/A	\$874,000

2012 Tax Information**Ranked Sales** [\(What are Ranked Sales?\)](#) [See all transactions](#)

Click Here for 2012 Tax Bill	Tax District: LA	Sale Date	Book/Page	Price	Q/U	V/I
2012 Final Millage Rate	21.3243	02 Mar 2012	17510 / 1994 ■	\$1,250,000	M	I
2012 Est Taxes w/o Cap or Exemptions	\$25,056.05	1970	03380 / 0011 Ⓢ	\$36,000	Q	
A significant change in taxable value may occur when sold due to changes in the market or the removal of exemptions.		08 Jan 1998	09957 / 2159 ■	\$1,525,000	U	I
Click here for more information.						

2012 Land Information						
Seawall: No	Frontage: None			View:		
Land Use	Land Size	Unit Value	Units	Total Adjustments	Adjusted Value	Method
Park Lots, M/H Parks (28)	0x0	125000.00	8.9500	1.0000	\$1,118,750	AC

[click here to hide] 2012 Building 1 Structural Elements [Back to Top](#)

Site Address: 2098 SEMINOLE BLVD SEMINOLE 33778-

Quality: Average

Square Footage: 1928.00

Foundation: Piers

Floor System: Wood

Exterior Wall: Frame
Siding

Roof Frame: Gable Or Hip

Roof Cover: Composition
Shingle

Stories: 2

Living units: 0

Floor Finish: Carpet/
Vinyl/Asphalt

Interior Finish:
Drywall/Plaster

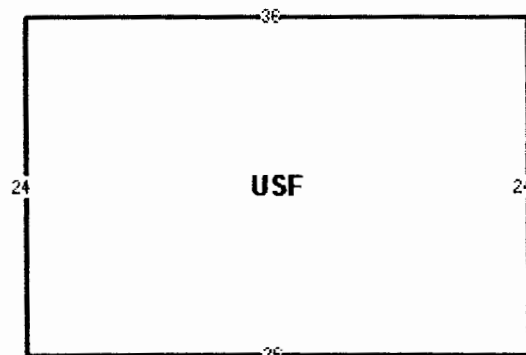
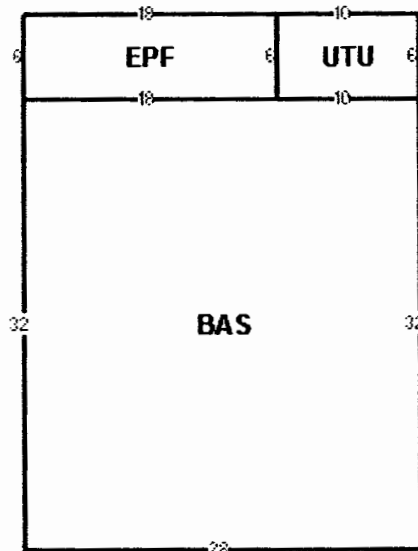
Fixtures: 6

Year Built: 1912

Effective Age: 50

Heating: Central Duct

Cooling: Cooling (Central) [Open plot in New Window](#)



Building 1 Sub Area Information

Description	Building Finished Ft ²	Gross Area Ft ²	Factor	Effective Ft ²
Utility Unfinished	0	60	0.25	15
Upper Story	864	864	0.90	778
Enclosed Porch	0	108	0.60	65
Base	896	896	1.00	896
Total Building finished SF: 1,760		Total Gross SF: 1,928	Total Effective SF: 1,754	

[click here to hide] 2012 Extra Features

Description	Value/Unit	Units	Total New Value	Depreciated Value	Year
RV SITES	\$4,700.00	138.00	\$648,600.00	\$259,440.00	1984
CARPORT	\$12.50	200.00	\$2,500.00	\$1,000.00	1912
CARPORT	\$12.50	198.00	\$2,475.00	\$990.00	1912
CARPORT	\$12.50	220.00	\$2,750.00	\$1,100.00	1912

ASPHALT	\$1.75	12,500.00	\$21,875.00	\$21,875.00	0
PORCH	\$20.00	512.00	\$10,240.00	\$4,096.00	1912

[\[click here to hide\] Permit Data](#)

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). Any questions regarding permits should be directed to the permitting office in which the structure is located.

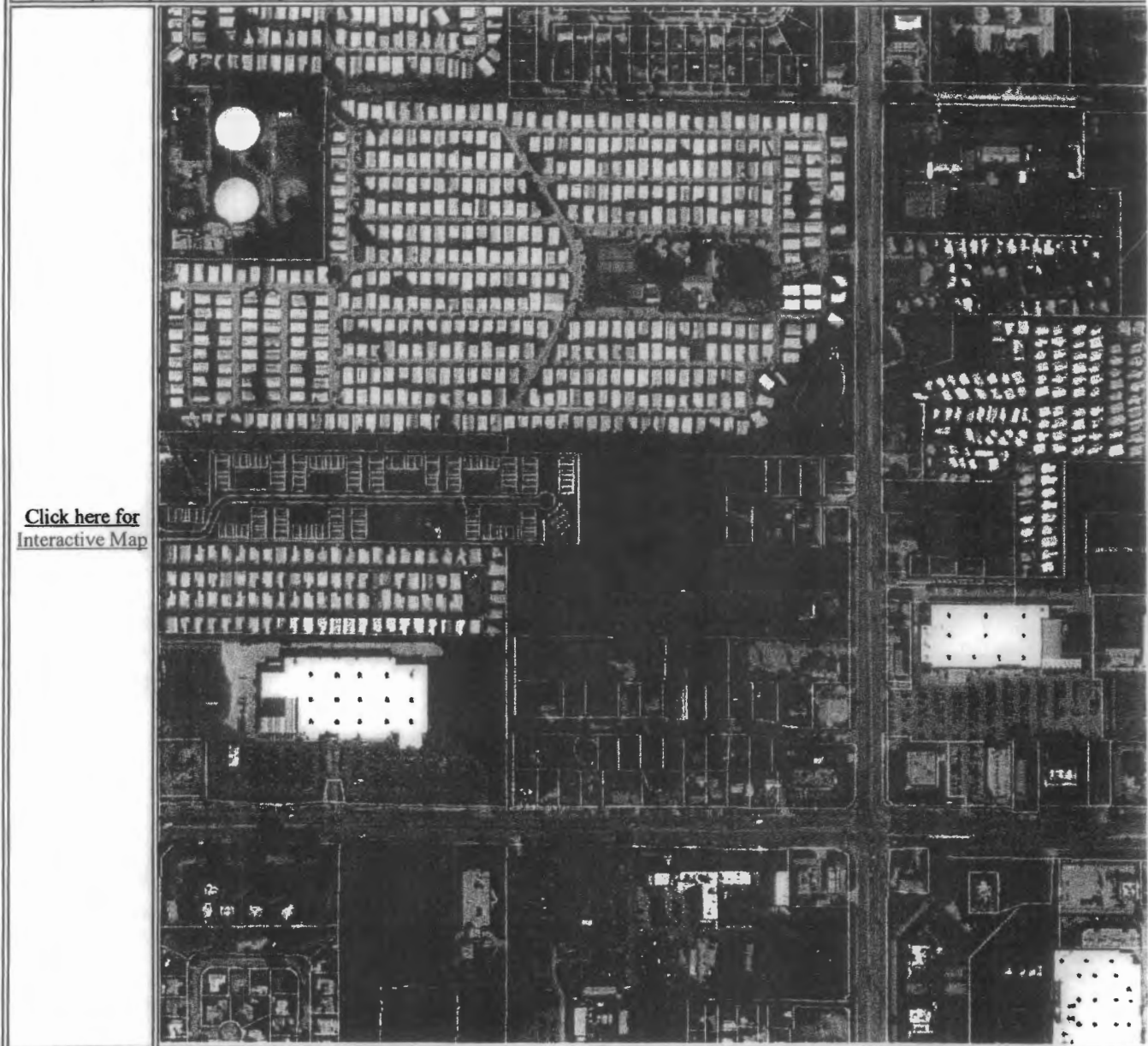
Permit Number	Description	Issue Date	Estimated Value
CB09-02378	PARTIAL DEMO	09 Apr 2009	\$0

Radius (feet): 3786	Aerials: 2011 Color 	Transparency: 0.5
------------------------	--	--------------------------

If you do not see map, the SVG viewer has not been installed. [Click here for information and installation.](#)

How to copy and paste a static map using Internet Explorer: Right-click on the map; Select "Copy SVG"; Open a Word document; Select "Paste Special" on toolbar; Select Bitmap, then OK

How to copy and paste a static map using Mozilla Firefox: Right-click on the map; Select "This Frame"; Select "Open Frame in New Window"; Print



[Interactive Map of this parcel](#) [Sales Query](#) [Back to Query Results](#) [New Search](#) [Tax Collector Home Page](#) [Question/Comment about this page](#)

[Interactive Map of this parcel](#) [Sales Query](#) [Back to Query Results](#) [New Search](#) [Tax Collector Home Page](#) [Question/Comment about this page](#) WM

03-30-15-00000-340-0200

[Portability Calculator](#)

Data Current as of March 28, 2013

[Print](#) [Radius Search](#)

Improvement Value
per F.S. 553.844

Ownership/Mailing Address	Site Address
DOCKSIDE INVESTORS VII LLC B D C INVESTORS II LLC 12110 SEMINOLE BLVD LARGO FL 33778-2833	0 SEMINOLE BLVD SEMINOLE 33778-



Property Use: 1090 (Vacant Commercial Land w/XFSB)

Living Units:

[\[click here to hide\]](#) **2012 Legal Description**

S 165FT OF N 1/2 OF SE 1/4 OF SW 1/4 OF SEC 3-30-15 LESS RD R/W ON E CONT 4.89AC(C)

2013 Exemptions	<input type="checkbox"/> File for Homestead Exemption	2012 Caps/Classified Agricultural Value	
Homestead: No	Government: No	Save-Our-Homes Cap Percentage: 0.00%	
Institutional: No	Historic: No	Non-Homestead 10% Cap: Yes	Classified Agricultural: No

2012 Parcel Information 2012 Trim Notice

Most Recent Conveyance	Sales Comparison	Census Tract	Evacuation Zone	Plat Book/Page
17510/1994		1210325304	NON EVAC	

2012 Interim Value Information

Year	Save-Our-Homes cap	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2012	No	\$509,949	\$509,949	\$509,949	\$509,949	\$509,949

[\[click here to hide\]](#) Value History as Certified (yellow indicates correction on file)

Year	Save-Our-Homes Cap	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2012	No	\$509,949	\$509,949	\$509,949	N/A	\$509,949
2011	No	\$509,949	\$509,949	\$509,949	N/A	\$509,949
2010	No	\$572,296	\$572,296	\$572,296	\$572,296	\$572,296
2009	No	\$676,209	\$676,209	\$676,209	\$676,209	\$676,209
2008	No	\$727,500	\$727,500	\$727,500	\$727,500	\$727,500
2007	No	\$657,500	\$657,500	\$657,500	N/A	\$657,500
2006	No	\$571,200	\$571,200	\$571,200	N/A	\$571,200
2005	No	\$448,800	\$448,800	\$448,800	N/A	\$448,800
2004	No	\$430,200	\$430,200	\$430,200	N/A	\$430,200
2003	No	\$397,100	\$397,100	\$397,100	N/A	\$397,100
2002	No	\$398,700	\$398,700	\$398,700	N/A	\$398,700
2001	No	\$400,400	\$400,400	\$400,400	N/A	\$400,400
2000	No	\$402,100	\$402,100	\$402,100	N/A	\$402,100
1999	No	\$143,300	\$143,300	\$143,300	N/A	\$143,300
1998	No	\$143,300	\$143,300	\$143,300	N/A	\$143,300
1997	No	\$143,300	\$143,300	\$143,300	N/A	\$143,300
1996	No	\$143,300	\$143,300	\$143,300	N/A	\$143,300

2012 Tax Information

[Click Here for 2012 Tax Bill](#)

Tax District: LA

Ranked Sales [\(What are Ranked Sales?\)](#) [See all transactions](#)

Sale Date Book/Page Price Q/U V/I

2012 Final Millage Rate	21.3243	02 Mar 2012	17510 / 1994	■	\$1,250,000	M	V
2012 Est Taxes w/o Cap or Exemptions	\$10,874.31	1975	04349 / 1227	⊗	\$80,000	Q	
A significant change in taxable value may occur when sold due to changes in the market or the removal of exemptions. Click here for more information.		1972	03698 / 0869	⊗	\$35,000	Q	
		08 Jan 1998	09957 / 2159	■	\$1,525,000	U	V


2012 Land Information							
Seawall: No		Frontage: None			View:		
Land Use	Land Size	Unit Value	Units	Total Adjustments	Adjusted Value	Method	
Vacant Commercial (10)	168x1263	110000.00	4.8900	1.0000	\$537,900	AC	

[click here to hide] 2012 Extra Features					
Description	Value/Unit	Units	Total New Value	Depreciated Value	Year
RV SITES	\$4,700.00	33.00	\$155,100.00	\$62,040.00	1984

[click here to hide] Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). Any questions regarding permits should be directed to the permitting office in which the structure is located.

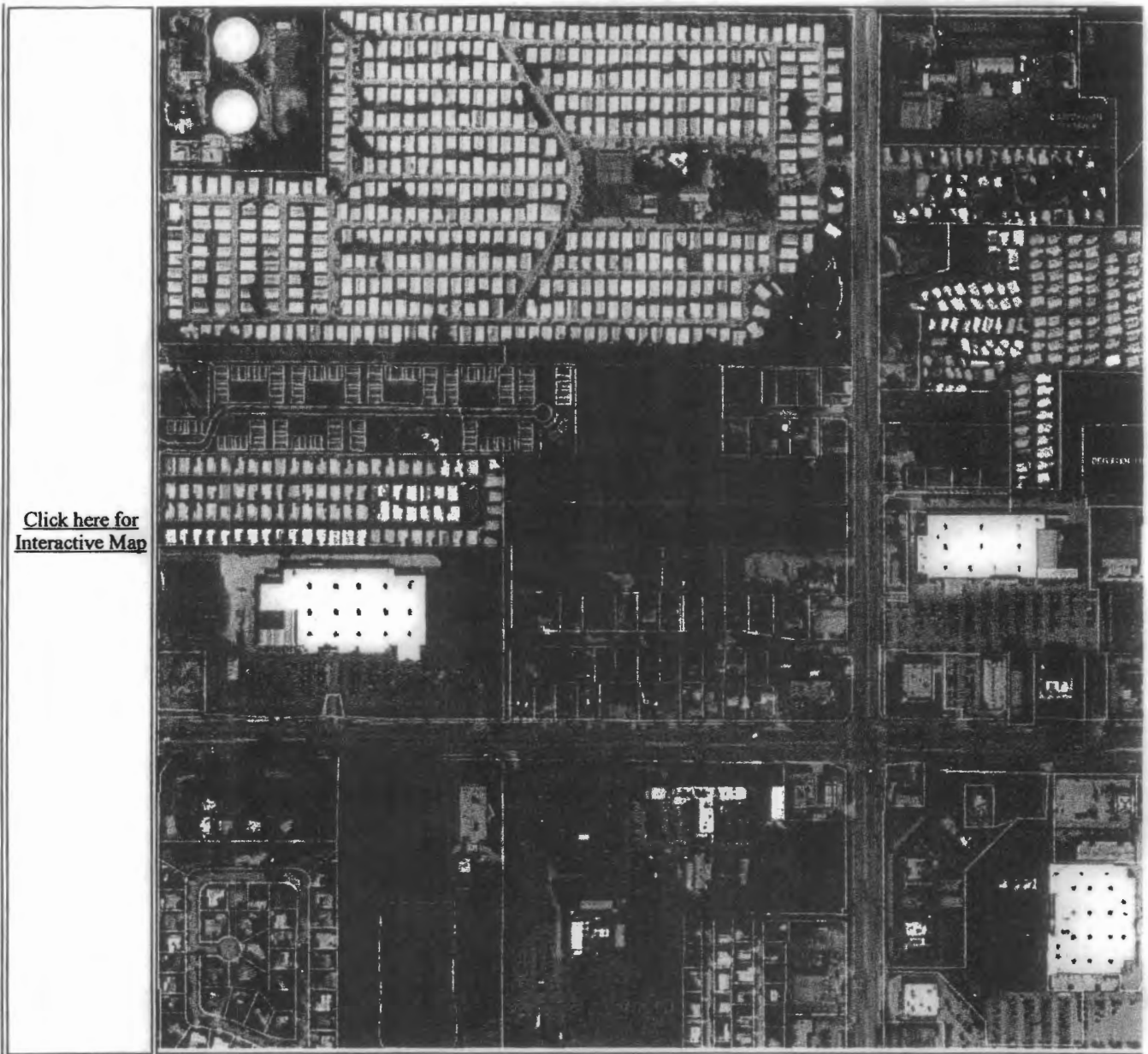
Permit Number	Description	Issue Date	Estimated Value
No Permit Data Found			

Radius (feet):	Aerials:	2011 Color 	Transparency:	0.5
3786				

If you do not see map, the SVG viewer has not been installed. [Click here for information and installation.](#)

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How to copy and paste a static map using Mozilla Firefox: Right-click on the map; Select "This Frame"; Select "Open Frame in New Window"; Print f



[Click here for
Interactive Map](#)

[Interactive Map of this parcel](#) [Sales Query](#) [Back to Query Results](#) [New Search](#) [Tax Collector Home Page](#) [Question/Comment about this page](#)

State of Florida

Department of State

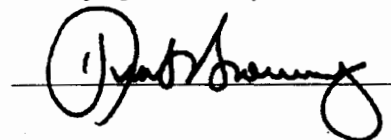
I certify from the records of this office that DOCKSIDE INVESTORS VII, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 18, 2012, effective January 18, 2012.

The document number of this limited liability company is L12000008577.

I further certify that said limited liability company has paid all fees due this office through December 31, 2012, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Fifteenth day of February, 2012*



Secretary of State



Authentication ID: 900221991129-021512-L12000008577

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

**Electronic Articles of Organization
For
Florida Limited Liability Company**

**L12000008577
FILED 8:00 AM
January 18, 2012
Sec. Of State
jbryan**

Article I

The name of the Limited Liability Company is:
DOCKSIDE INVESTORS VII, LLC

Article II

The street address of the principal office of the Limited Liability Company is:
12110 SEMINOLE BLVD
LARGO, FL. 33778

The mailing address of the Limited Liability Company is:
12110 SEMINOLE BLVD
LARGO, FL. 33778

Article III

The purpose for which this Limited Liability Company is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:
JONATHAN JAMES DAMONTE, CHARTERED
12110 SEMINOLE BLVD
LARGO, FL. 33778

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JONATHAN JAMES DAMONTE

Article V

The name and address of managing members/managers are:

Title: MGRM
STEPHEN E MCCONIHAY
12110 SEMINOLE BLVD
LARGO, FL. 33778

L12000008577
FILED 8:00 AM
January 18, 2012
Sec. Of State
jbryan

Article VI

The effective date for this Limited Liability Company shall be:

01/18/2012

Signature of member or an authorized representative of a member

Electronic Signature: STEPHEN E. MCCONIHAY

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L12000025687
FILED 8:00 AM
February 22, 2012
Sec. Of State
clewis

Article I

The name of the Limited Liability Company is:

BDC INVESTORS II, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

12110 SEMINOLE BLVD
LARGO, FL. 33778

The mailing address of the Limited Liability Company is:

12110 SEMINOLE BLVD
LARGO, FL. 33778

Article III

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

JONATHAN JAMES DAMONTE, CHARTERED
12110 SEMINOLE BLVD
LARGO, FL. 33778

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JONATHAN JAMES DAMONTE

Article V

The name and address of managing members/managers are:

Title: MGRM
THEODORE F BERTUCA
514 ELM STREET
SHELBYVILLE, TN. 37162

L12000025687
FILED 8:00 AM
February 22, 2012
Sec. Of State
clewis

Article VI

The effective date for this Limited Liability Company shall be:

02/22/2012

Signature of member or an authorized representative of a member

Electronic Signature: JONATHAN JAMES DAMONTE

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

POST OFFICE BOX 296,
LARGO, FLORIDA
33779-0296

CITY of LARGO

LARGO, FLORIDA EST. 1905

Received

MAY 29 2013

Pinellas Planning
Council



Attachment 3

Community Development Department
Carol Stricklin, AICP, Director

Administration (727) 586-7490
FAX (727) 587-6765

May 22, 2013

Mr. Michael Crawford
Pinellas Planning Council
310 Court Street, Second Floor
Clearwater, FL 33756-5137

**RE: CASE CW13-5, REQUEST FOR FUTURE LAND USE PLAN MAP AMENDMENT
2098 SEMINOLE BLVD. AND CONTIGUOUS SOUTHERN PARCEL**

Dear Mr. Crawford:

This letter is in response to your May 20 email requesting additional information regarding the above referenced land use map amendment for the subject properties from Residential Low Medium, Residential Estate, and Resort Facilities Overlay to Residential High.

PPC Request for Information

We are looking at 13.8 acres of Residential High with the development agreement limiting the site to 19 units per acre. We see that there are wetlands on-site at approximately 2 acres, but it doesn't appear that those were taken into consideration for the density calculation (i.e., units per acre), nor for a change in the map involving the Preservation category. How does the City propose to deal with the wetlands on-site, and the resultant higher density on the uplands?

City Response

Density - The Development Agreement (DA 13-01) Section 6.4, Development Restrictions, restricts the number of units to 260 dwelling units. There is not a density restriction (units/acre) identified in the Development Agreement. The proposed Residential High future land use category allows up to 30 units per acre under the Countywide Plan Rules. The proposed 260 units on the approximately 13.8 acres is well within the maximum density allowed within this land use category. As discussed later in this letter, if a portion of the site is designated as Preservation, the net density (units/acre) on the remaining parcel would conform with the maximum density allowed in the Residential High category when developed with a 260 unit residential project.

Wetlands – The report entitled, "Briarwood Preliminary Wetland Status," prepared by Armstrong Environmental Services, was submitted with the application to the Pinellas Planning Council for the plan amendment. The report identifies the condition of the wetlands and the proposed impacts. Wetland #2b, consisting of 1.212 acres in the southwest corner of the site, is proposed to be preserved and enhanced. The two smaller wetland areas, #1 and #2a have previously been significantly impacted and are not proposed to be preserved. A complete mitigation plan will be developed during site plan review and will be subject to review and approval by the Southwest Florida Water Management District and the U.S. Army Corps of Engineers. Therefore, the exact location and size of Wetland #2b post-development is not known at this time.

Preservation Plan Category – The City did not identify the need to designate any portion of the site as Preservation during the review of the Future Land Use Map amendment. The wetlands, as documented in the Briarwood Preliminary Wetland Status report, are not part of a larger wetland system, but are connected to stormwater treatment systems on adjacent developed sites. In addition, the wetland is not of a significant size in relationship to its surroundings. As such, the wetlands do not constitute a major environmental feature consistent with the purpose of the Preservation category. Following review of the wetland report, please notify the City if PPC staff will be recommending the designation of Wetland #2b as Preservation. Please be aware that the exact size of the proposed enhanced and restored Wetland #2b is not known at this time and that it could be subject to a Map Adjustment pursuant to Section 6.3.8.6 of the Countywide Plan Rules when the boundaries are determined.

Should Wetland #2b be designated as Preservation, the City recognizes that the effective net density (units/acre) of the project would change due to reduction in the land area designated as Residential High. However, as stated earlier, the density (units/acre) is not restricted by the Development Agreement. The project is restricted to 260 units by the Development Agreement and the City of Largo and the applicant intend that the site be developed with 260 units consistent with the Residential High category.

If you have any questions or require any additional information, please feel free to contact Jesus Niño at 727-587-6749, ext. 7213.

Sincerely,



Carol Stricklin, AICP
Community Development Director

C: Robert Pergolizzi, AICP, Gulf Coast Consulting

PAC AGENDA – SUMMARY AGENDA ACTION SHEET
DATE: JUNE 3, 2013

ITEM	ACTION TAKEN	VOTE
I. <u>MINUTES OF REGULAR PAC MEETING OF APRIL 29, 2013</u>	<u>Approved</u> Motion: Dean Neal Second: Jan Norsoph	9-0
II. <u>REVIEW OF PPC AGENDA FOR JUNE 12, 2013</u> A. <u>Subthreshold Land Use Plan Amendments -</u> 1. Case CW 13-4: City of Gulfport	<u>Approved</u> Motion: Dean Neal Second: Bob Klute	10-0
B. <u>Regular Land Use Plan Amendments -</u> 2. Case CW 13-5: City of Largo	<u>Approved PPC staff recommendation with conditions amended as follows: (1) the restrictions contained in the attached development agreement (no change); (2) the submission of a Countywide Plan Map adjustment for the resulting on-site wetlands to Preservation upon issuance of a development order by the City of Largo; (3) the secondary access point on 20th Terrace SW to be used for emergency vehicles access only; and elimination of condition 4.</u> Motion: Dean Neal Second: Lauren Matzke	11-0
C. <u>CPA Actions – May 2013</u>	Mr. Crawford provided update on Case CW 13-2 and the filed request for DOAH hearing. Discussion followed re Industrial Lands issue to be brought back to the Council in July; PAC provided input and requested they be presented with the July agenda material for information purposes at their July meeting. <u>No Action – Information Only</u>	
D. <u>Annexation Report – May 2013</u>	<u>No Action – Information Only</u>	