

BOARD OF COUNTY COMMISSIONERS

DATE: November 19, 2013

AGENDA ITEM NO. 3/a.

Consent Agenda ☐

Regular Agenda ☐

Public Hearing ☒

County Administrator's Signature:

Subject:

Zoning and Land Use Case No. Z/LU-20-8-13 (Capon Corporation and John & Bonnie Mills)

Department:

Department of Planning and Development Services

Staff Member Responsible:

Larry Arrington, Executive Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE PROPOSED FUTURE LAND USE MAP AND ZONING AMENDMENTS, (2) APPROVE THE SPECIAL EXCEPTION TO ALLOW UP TO A 50% AFFORDABLE HOUSING DENSITY BONUS, AND (3) APPROVE THE ASSOCIATED DEVELOPMENT AGREEMENT.

Summary Explanation/Background:

This request, if approved, would amend the Future Land Use Map (FLUM) for 6.74 acres of uplands from Commercial General and Residential Suburban (allowing up to 2.5 units per acre) to Residential Low Medium (allowing up to 10.0 units per acre) in the unincorporated Greater Tarpon Springs area. Portions of these uplands are isolated within the site's 48.82 acres of wetlands. The wetlands will retain their current Preservation designation on the FLUM and, the zoning for these natural areas will be amended to Preservation/Conservation to recognize their environmental significance.

The application proposes to transfer development rights from the 48.82 acres of wetlands to a 3.54-acre development site situated within the subject area on the west side of Alternate U.S. Highway 19. The development site would be designated as Residential Low Medium if the proposed amendment is approved. In addition, the residential development rights from the isolated uplands would also be clustered onto the 3.54-acre development site, and the applicant has also requested approval of a special exception to allow up to a 50% affordable housing density bonus. The combination of the land use and zoning changes, the transfer and clustering of development rights, and the affordable housing density bonus would result in a total development potential of 126 dwelling units. One of these dwelling units is proposed to be constructed in the northeastern section of the applicant's property, while the remaining 125 units would be constructed as a multi-family affordable housing development on the 3.54-acre development site, resulting in an effective density of 35 dwelling units per acre on the development site. The development site's location adjacent to Alternate U.S. Highway 19 (a minor arterial facility) will facilitate access for future residents of the proposed affordable housing development to nearby Helen Ellis Memorial Hospital and Downtown Tarpon Springs, and will have ready access to transit. The associated development agreement memorializes the maximum potential development for the entire 55.56-acre subject area at 126 dwelling units, and requires the developer to construct a bus pad and fill a gap in the local sidewalk system. Please refer to the staff report for a more detailed explanation of the proposal, including compatibility with surrounding uses.

Fiscal Impact/Cost/Revenue Summary:

N/A

Exhibits/Attachments Attached:

Staff Report with LPA Recommendation, Zoning Maps, Development Agreement, (includes Concept Plan), Resolution & Ordinance

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



Regarding: Case No. Z/LU-20-8-13

LPA Recommendation: The LPA finds that the proposed amendments to the Pinellas County Future Land Use Map and Zoning Atlas are consistent with the Pinellas County Comprehensive Plan, and recommends: (1) Approval of the proposed amendments, (2) approval of the special exception to allow up to a 50% affordable housing density bonus, and (3) approval of the development agreement. (The vote was 7-0, in favor)

LPA Public Hearing: October 10, 2013

PLANNING STAFF RECOMMENDATION:

Staff recommends the LPA find that the proposed amendments to the Pinellas County Future Land Use Map and Zoning Atlas, and the Special Exception for up to a 50 percent affordable housing density bonus to be consistent with the Comprehensive Plan when considered with the Development Agreement, and

Further, staff recommends that the LPA recommend approval of the proposed amendments to the Pinellas County Future Land Use Map, the Zoning Atlas and the Special Exception, with the Development Agreement, to the Pinellas County Board of County Commissioners.

CASE SUMMARY

APPLICANT'S NAME: Capon Corporation and John & Bonnie Mills

DISCLOSURE: Sole Shareholder of Capon Corp. - John Mills
Personally as to Parcel #5 – John & Bonnie Mills

REPRESENTED BY: E. D. Armstrong, III and/or Katherine E. Cole

	LAND USE CHANGE	ZONING CHANGE
FROM:	Residential Suburban, Commercial General & Preservation	A-E, Agricultural Estate Residential & C-2, General Retail Commercial & Limited Services
TO:	Residential Low Medium & Preservation	RPD-10, Residential Planned Development, 10 units per acre & P/C, Preservation Conservation

And a Special Exception to allow a up to 50% affordable housing density bonus, and a transfer of density with a Development Agreement containing development restrictions and requirements, and allowing for up to 126 residential units having a maximum height of 70 feet (5 to 6 stories of development over parking).

PROPERTY DESCRIPTION:

Approximately 55.56 acres located on the west side of Alt. 19 and approximately 515 ft. north of Terrace Road Tarpon Springs, in the unincorporated area of Tarpon Springs. The site address is 1800 Alternate US Highway 19 (South Pinellas Avenue).

PARCEL ID(S): 24/27/15/39960/000/0120, 24/27/15/89280/000/2100, 2200, 2400 & 23/27/15/89262/000/0100

PROPOSED BCC HEARING DATE: November 19, 2013

CORRESPONDENCE RECEIVED TO DATE:

No correspondence received.

PERSONS APPEARING AT THE LOCAL PLANNING AGENCY HEARING:

No one appeared.

SURROUNDING ZONING AND LAND USE FACTS:

	Land Use Category	Zoning Designation	Existing Use
Subject Property:	Residential Suburban, Commercial General & Preservation	A-E & C-2	Nursery/sod business, wetlands, and vacant
Adjacent Properties:			
North	Recreation/Open Space & Commercial General	City of Tarpon Springs and C-2	Golf Course and Retail
East	Commercial General	C-2 & Tarpon Springs	Retail
South	Commercial & Preservation	Tarpon Springs	Vacant, wetlands & retail
West	Residential Suburban & Preservation	A-E & Tarpon Springs	Vacant & Single Family Dwelling subdivision

STAFF DISCUSSION AND ANALYSIS
OVERVIEW:

The subject site is comprised of 5 parcels, totaling approximately 55.56 acres. On that subject site, the applicant proposes to create a 3.54 acre development site to market for use as a multi-family affordable housing project, and to develop one single family residence. The 3.54 acre development site will be located predominantly on the parcel currently designated as *Commercial General* on the Future Land Use Map and fronting Alt. U.S. Highway 19. It is currently occupied by a nursery/sod business. In order to arrive at their desired density, the applicant is requesting an affordable housing density bonus and is also clustering density from the larger subject site on to the development site, which includes development rights transferred from the extensive on-site wetland system.

The majority of the overall subject site is wetlands (48.82 acres), with a Future Land Use Map (FLUM) designation of *Preservation*. Within the overall subject site there are several scattered areas of uplands, including 0.38 acre of uplands associated with the applicant's recent request approved by the Board of County Commissioners for vacation of adjacent right-of-way. The uplands total approximately 6.74

acres designated as *Residential Suburban* and *Commercial General*. The zoning on the majority of the subject site is *Agricultural Estate* (A-E), with C-2 on the nursery/sod property fronting Alt. U.S. Highway 19.

The applicant originally indicated a desire to develop a multi-family affordable housing project on the *northeast portion* of the subject site (i.e., abutting the southern boundary of the Tarpon Springs Municipal Golf Course); however, significant wetland, floodplain, public safety and access issues associated with that location concerned staff and presented major development obstacles.

The applicant ultimately re-worked their original proposal, and included in their new application the 1.76 acre commercial property adjacent to Alt. U.S. Highway 19. The current proposal places the majority of the development project on this parcel, thereby eliminating a number of original concerns regarding wetland and flood storage impacts, flooding and public safety. The application is summarized below.

SUMMARY OF APPLICANT'S REQUEST:

1. A request for a *land use* change from *Residential Suburban* (RS) and *Commercial General* to *Residential Low Medium* (RLM) on the upland portions of the overall subject site scattered within, and adjacent to, the large wetland area, along with a request for a *zoning* change on those uplands from A-E and C-2 to RPD-10.0.
2. By utilizing the *transfer of development rights* (TDR) provisions in the Comprehensive Plan, the applicant wishes to transfer density off of the 48.82 acres of the Preservation area to the 6.74 acres of uplands at the rate of up to 1.0 unit per acre.
3. The residential development rights following the transfer will then be clustered on the 3.54-acre development site from the uplands located throughout the subject area.
4. A request for up to a 50 percent affordable housing density bonus (which is dependent on the ability to meet site plan requirements); and
5. A development agreement is proposed to formalize the proposal and specific requirements.

Based on the calculations above, amending the upland portions of the entire subject site to RLM with RPD-10 zoning provides for a maximum of 67 residential units. The Comprehensive Plan does not allow TDRs to exceed 25 percent of the maximum permitted density/intensity allowed by the *development site's* land use category; therefore, the maximum number of units that could be transferred off of the *Preservation* area and onto the development site is 17 units. Combined with the 67 number of units, a total of 84 residential units could be clustered/constructed on the development site. Finally, utilizing a 50 percent density bonus, the final number of units allocated to the 3.54 acre development site could total 126.

In summary, based on the calculations above, the applicant is requesting 125 multi-family units on the development site, and wishes to reserve 1 residential (single family) unit for personal use on the upland portion of the overall subject site along the northernmost edge of the property, immediately south of the Golf Course .

AFFORDABLE HOUSING PROPOSAL

The Pinellas County Community Development Department certified the applicant's proposal as being eligible to be considered for affordable housing incentives, including the density bonus. However, unlike previous affordable housing certifications, this one is unique in that the applicant does not actually propose to be the affordable housing developer/provider. Instead, the applicant intends to seek the appropriate local certifications in order to be able to market the site to potential affordable housing developers. Consequently, in order to provide assurance that the site would indeed be developed as affordable housing and continue to meet the County's requirements for certification (and the criteria for the density bonus and other incentives), specific language is included within the Development

Agreement stating that should the “owner of the property, the development entity or the scope of the project change,” the project must re-apply and be re-certified prior to site plan approval as an affordable housing project if they wish to be able to take advantage of the development benefits offered in association with affordable housing certification (most notably the density bonus). The purpose of this requirement, since the applicant does not intend to be the project developer, is to ensure that any future buyer/developer demonstrates proof that they have adequate and appropriate project financing to accomplish the housing project as outlined in the Development Agreement. With the re-certification requirement, the County is assured that ultimate access to the development incentives/benefits is tied to development of a viable affordable housing project.

PROPOSED DEVELOPMENT AGREEMENT

Key elements of the Development Agreement include the requirement that the site be developed as an affordable housing project. Additionally, the Agreement limits the amount of development to a maximum of 125 multi-family units on the “nursery” property, with one single family residence being allowed on the northernmost portion of the overall property (i.e., just south of the golf course). With regard to floodplain and stormwater regulations, the Development Agreement specifically requires that the regulations in place at the time of development be met, ensuring that public safety, health and welfare remain a priority for this project site located immediately next to a major flood storage area. In order to address concurrency requirements, the Agreement requires construction of a bus pad and filling a gap in the local sidewalk system. Upon the transfer of density stipulated in the Development Agreement, the applicant also waives any right to remaining density on the overall project area, and acknowledges that if the site is not developed for affordable housing, the development is limited to a maximum of 84 residential units.

COMPATIBILITY WITH SURROUNDING LAND USES

The residential zoning and land use designations to the west and southwest of the subject area are typified by lower densities (e.g., A-E, R-1, R-2, zoning, along with *Residential Suburban* land uses at 2.5 units per acre, and *Residential Low* at 5.0 units per acre). These densities are reflective of the single family character of the overall area. However, these lower density residential neighborhoods are largely buffered from the development site by the large wetland/preservation area. On the north side of the golf course, within the City of Tarpon Springs, there is a multi-family/condominium development at a density of 15 units per acre. Several other multi-family/condominium developments are in the vicinity – the highest density being approximately 18 units per acre on a developed upland area. The development site is in proximity to several commercial uses and a 7-story hospital to the north, and, unlike the other multi-family projects, it fronts directly onto an arterial roadway. With the density bonus, density transfers and clustering, the density on the 3.54 acre development site would effectively be 35.4 units per acre, which the applicant proposes to accommodate in a 5 to 6 story building. The location of the development site, along the minor arterial roadway, makes the proposed development somewhat distinct and the ultimate density more compatible with the surroundings.

IMPACTS TO THE NATURAL ENVIRONMENT, WETLANDS AND 100 YEAR FLOODPLAIN

The area as a whole, including most of the overall subject area, was identified in the original Pinellas County Master Drainage Plan from the early 1980s as a natural flood storage area, and the *Preservation* designation appears on the regulatory land use maps soon thereafter to support this function. Also within the flood storage area are small pockets of uplands, which were designated as *Residential Suburban*. Most of the nursery property, where most of the development will occur, is not within the floodplain; however, the westernmost portion of the development site is within the 100 year

floodplain. That area is proposed to be used primarily for stormwater retention, parking and the community pool. In order to accommodate that development the intact uplands will be lost.

While staff had significant concern over the wetland and floodplain impacts associated with the applicant's original proposal, the current proposal does reduce these concerns by placing the majority of the residential development outside of the 100 year floodplain. It also removes any remaining development potential from the isolated upland areas located within the larger flood/wetland storage area. The fact that these areas will be protected from any future development helps to mitigate the loss of the 1.78 acre functional upland system on the development site.

TRANSPORTATION IMPACTS AND CONCURRENCY

When comparing the maximum development potential of the subject area's existing CG and RS land use categories with the potential impacts that could be associated with the proposed development (i.e., 126 residential units), the amendment would be expected to decrease the amount of average daily trips on Alt. U.S. 19 by approximately 725 vehicle trips per day. The development would be subject to review against concurrency requirements at the time of site plan review. When compared with the existing nursery/sod business on the development site, the proposed development actually has the potential to generate approximately 493 additional vehicle trips per day on the surrounding roadway network. All of these trips would be projected to impact Alternate US Highway 19 (the segment from Meres Boulevard to Klosterman Road), which is designated by the 2012 Concurrency Test Statement as a Constrained State Road, operating at a LOS D with a volume to capacity ratio of 0.95, with no scheduled improvements.

According to Pinellas County's Land Development Code, development that is within one-half mile of a Constrained Corridor is restricted at the time of site plan to 50 percent of the maximum development allowed under the zoning district. This threshold, however, may be exceeded through the implementation of a Transportation Management Plan (TMP) submitted by the applicant, and approved by the County staff. The Development Agreement therefore commits the applicant/developer to the following TMP improvements:

- Construct a 12x12 concrete pad in the public right-of-way adjacent to the development site, according to ADA standards and install an adjoining connection to the sidewalk fronting the property along Alternate 19 to accommodate a PSTA bus shelter.
- Construct a 200-foot length of sidewalk (to the immediate north of the property) consistent with County and ADA standards and connected to all existing sidewalks.

OTHER INFRASTRUCTURE IMPACTS

The property is located within the City of Tarpon Springs potable water and wastewater treatment service areas. The proposed 126 dwelling units could increase potable water and wastewater impacts by approximately 20,666 gallons per day, respectively. Solid waste impacts would be projected to increase by approximately 52 tons per year with approval of the amendment.

SUMMARY

While the overall density of the development site exceeds residential densities in the surrounding area, staff finds that the location of the site - including its proximity to commercial land uses and the hospital just to the north, make the density more acceptable. The low density residential areas to the west and southwest will be largely buffered from the development site by the large wetland/preservation area. The development site directly fronts Alternate U.S. 19, and public transit provides for access to

neighborhood goods and services, as well as employment, making the development site more attractive for affordable housing. The development is still required to meet site plan requirements, which should address any floodplain and stormwater concerns, and will ultimately govern the maximum density on the development site. With these considerations and assurances, staff recommends approval of the proposal.

IMPLEMENTATION OF THE PINELLAS COUNTY COMPREHENSIVE PLAN

Staff finds that, with inclusion of the Development Agreement, the proposed amendments are consistent with the following adopted objectives and policies of the Pinellas County Comprehensive Plan:

Future Land Use and Quality Communities Element

- Policy 1.2.3** Plan designations on the Future Land Use Map shall be compatible with the natural environment, support facilities and services, and the land uses in the surrounding area.
- Policy 1.2.9** The Pinellas County Land Development Code may allow a density bonus for Affordable Housing Developments as specified in the County's adopted State Housing Initiatives Partnership Housing Incentive Plan, and subject to program guidelines and specifications as well as compatibility with surrounding development, site constraints, and other appropriate considerations as determined through the Pinellas County Comprehensive Zoning Regulations and the site plan review process. Subject to the above constraints and considerations, any density bonus allowed for an affordable housing development shall not exceed 50 percent of the allowable density on a property as determined by the Future Land Use Map or the applicable land development regulations, whichever is more restrictive. A density bonus shall not be allowed for affordable housing developments located within the coastal storm area.
- Objective 1.14** Pinellas County will encourage a land use pattern that provides opportunities for employment in proximity to housing and that more effectively balances the number of jobs with the number of housing units within different areas of the County.
- Policy 1.14.1** As a means to reduce vehicle miles traveled and vehicle hours traveled for work trips, Pinellas County shall take steps to encourage the creation of housing and employment in proximity to each other where analysis of existing conditions and future growth reveals a significant disparity between the number of housing units and jobs.

Housing Element

- Objective 1.1** Support the provision of dwelling units in a variety of types, locations and costs so that housing supply matches the projected housing need in Pinellas County while encouraging development that is consistent with the Future Land Use and Quality Communities Element.

- Policy 1.1.2 Support a land use pattern and land use decisions that provide for housing opportunities at varying densities and at appropriate locations consistent with the Future Land Use and Quality Communities Element.
- Policy 1.2.9 Support the provision of additional rental housing for very low, low, and moderate income households through programs administered by Pinellas County.
- Policy 1.2.14 Priority should be given to assisting affordable housing development that is proximate to concentrations of employment and public transportation, is easily accessible to a range of services, and that is compatible with the additional locational criteria contained in Policy 1.2.11 of the Future Land Use and Quality Communities Element

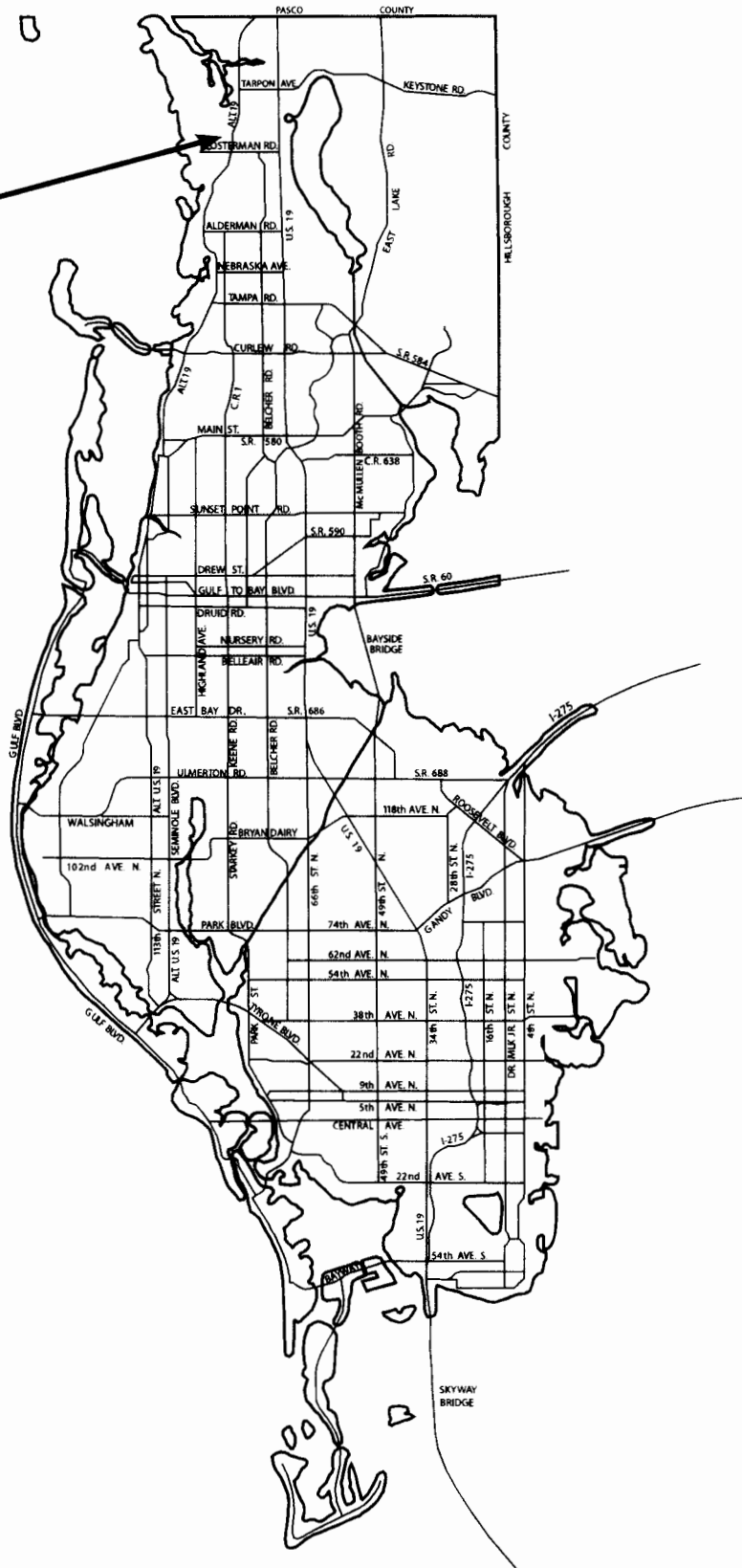
COUNTY DEVELOPMENT REGULATIONS

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

Attachment (Maps)

LOCATION MAP

Z/LU-20-8-13



MAP-1

Z/LU-20-8-13

Zoning From: A-E, Agricultural Estate Residential & C-2, General Retail Commercial & Limited Services
To: RPD-1 O, Residential Planned Development, 10 units per acre & P/C, Preservation Conservation

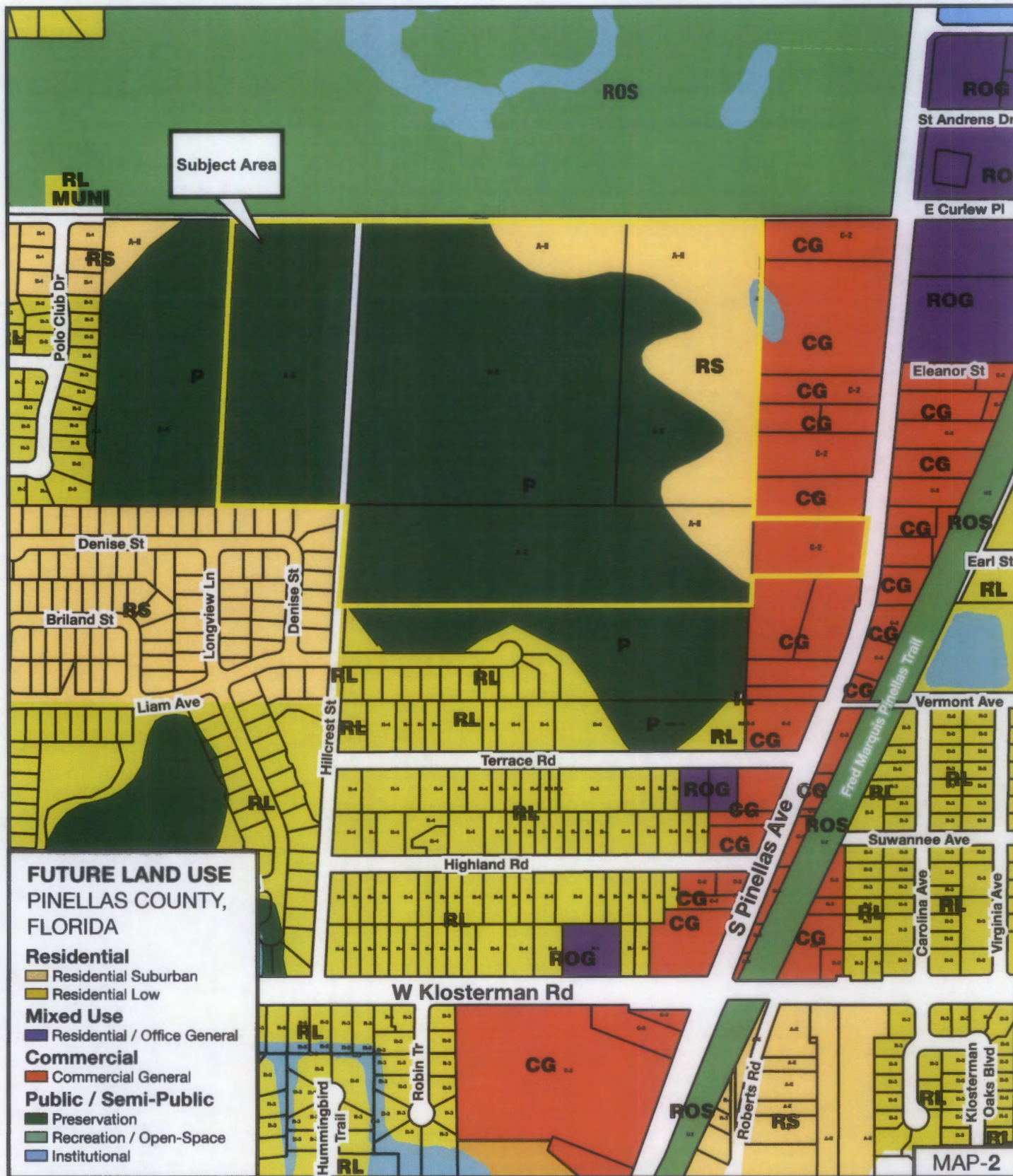
Land Use From: Residential Suburban, Commercial General & Preservation
To: Residential Low Medium & Preservation

And a Special Exception to allow a 50% affordable housing density bonus and a transfer of density with a Development Agreement for a 126 unit residential development having a maximum height of 70 ft.

Parcel ID #: 24/27/15/39960/000/0120; 24/27/15/89280/000/2100,2200,2400 & 23/27/15/89262/000/0100

Pinellas County Strategic Planning & Initiatives- June 2013





Z/LU-20-8-13

Zoning From: A-E, Agricultural Estate Residential & C-2, General Retail Commercial & Limited Services
 To: RPD-10, Residential Planned Development, 10 units per acre & P/C, Preservation Conservation

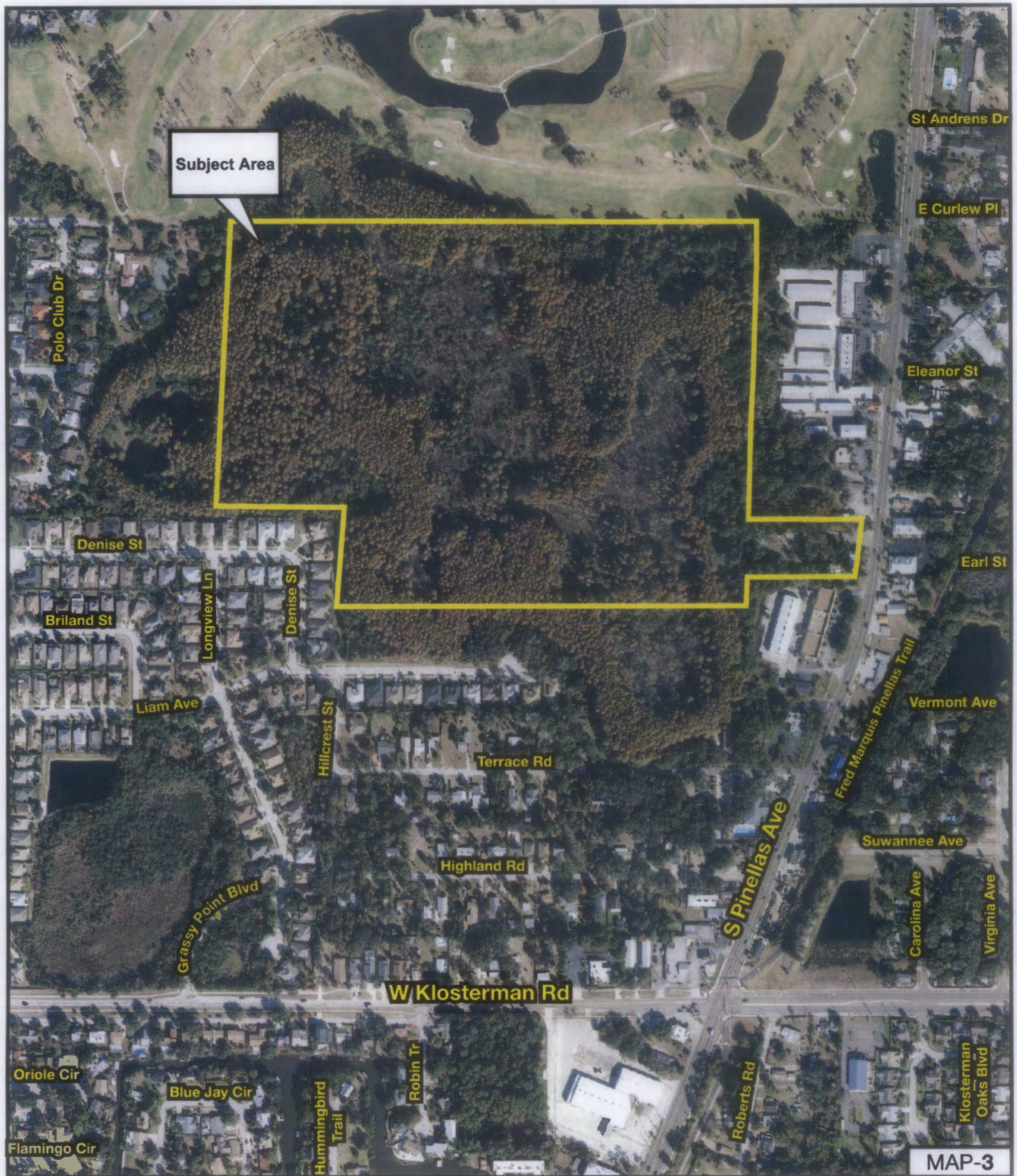
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Pinellas County Strategic Planning & Initiatives- June 2013





Z/LU-20-8-13

Zoning From: A-E, Agricultural Estate Residential & C-2, General Retail Commercial & Limited Services
To: RPD-10, Residential Planned Development, 10 units per acre & P/C, Preservation Conservation

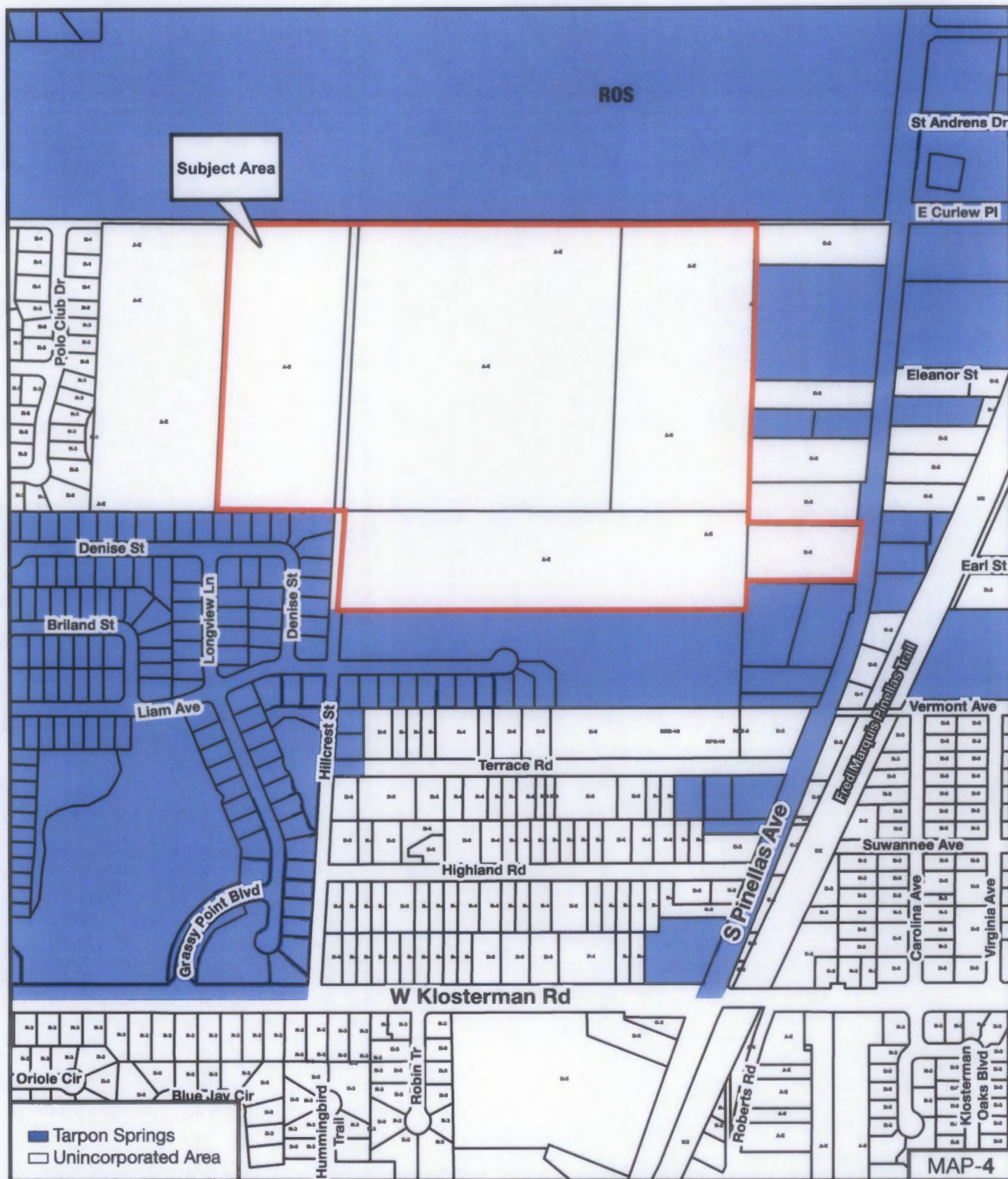
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Pinellas County Strategic Planning & Initiatives- June 2013



Z/LU-20-8-13

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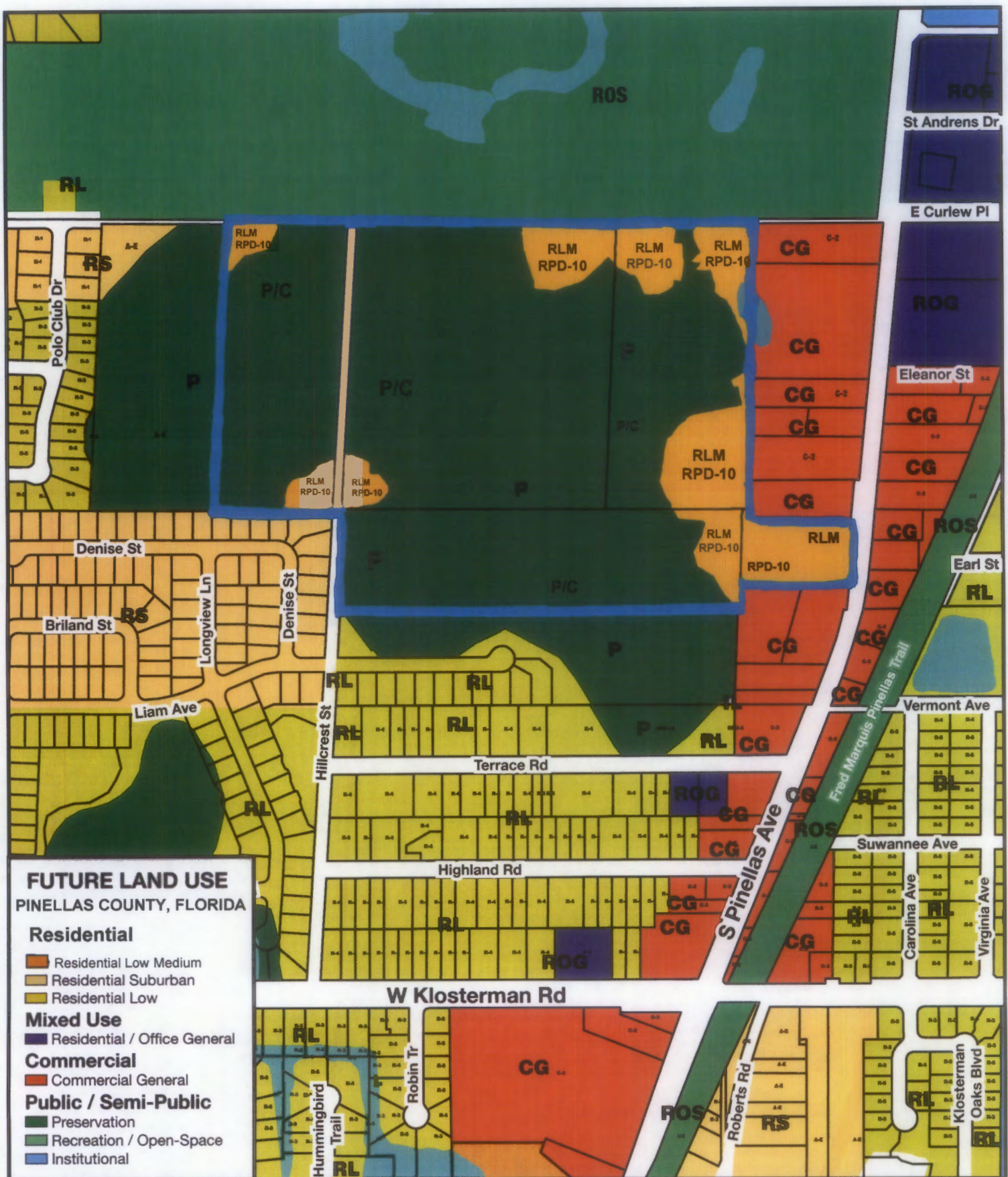
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Pinellas County Strategic Planning & Initiatives - June 2013



Z/LU-20-8-13

**Proposed Future Land Use & Zoning Designations
for the Subject Property**

Parcel I.D. 24/27/15/39960/000/0120; 24/27/15/89280/000/2100, 2000, 2400 & 24/27/15/89262/000/0100
Prepared by: Pinellas County Strategic Planning & Initiatives - October 2013



DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is dated _____, 2013, effective as provided in Section 5 of this Agreement, and entered into between Capon Corporation, a Florida corporation, John Mills and Bonnie Mills, as tenants by the entirety (collectively, "Owner") and Pinellas County, Florida, a political subdivision of the State of Florida acting through its Board of County Commissioners, the governing body thereof ("County").

R E C I T A L S:

- A. Sections 163.3220 – 163.3243, Florida Statutes, which set forth the Florida Local Government Development Agreement Act ("Act"), authorize the County to enter into binding development agreements with persons having a legal or equitable interest in real property located within the unincorporated area of the County.
- B. Under Section 163.3223 of the Act, the County has adopted Chapter 134, Article VII of Part III, the Pinellas County Land Development Code ("Code"), establishing procedures and requirements to consider and enter into development agreements.
- C. Owner is the owner of approximately 55.56 acres m.o.l. of real property ("Property") located on the west side of Alternate 19 and approximately 515 ft. north of Terrace Road in the unincorporated area of the County, more particularly described on Exhibit "A" attached hereto. The Property consists of 6.737 acres of upland and 48.823 acres of wetlands in the development area.
- D. Owner desires to develop and use the Property to provide residential housing units, with a minimum of Twenty Percent (20%) of the total units developed to be set-aside as affordable housing units and one single family unit to be located on the upland portion of the Property adjacent to Alt. 19; and, in the alternative, develop the Property with a maximum of 84 market-rate attached dwelling units in the same general areas as shown on the Concept Plan attached hereto and made part hereof as Exhibit C ("Concept Plan").
- E. The Property currently has land use designations of Residential Suburban (RS), Preservation (P) and Commercial General (CG) and is zoned Agricultural Estate Residential (A-E), General Retail and Commercial Limited Services (C-2) as shown on Exhibit B attached hereto and made part hereof.
- F. Owner has requested that the County place a land use designation of Residential Low Medium (RLM) and a zoning designation of RPD-10 on the upland portions of the Property and a land use designation of Preservation (P) and a zoning designation of (PC) on the wetlands portion of the Property as identified on Exhibit B; and to approve a special exception to allow up to a 50% density bonus for affordable housing as permitted by Code.

- G. The County cannot justify the requested action absent the restrictions contained in this Agreement and in the deed restriction required in Section 6.1.4, and the County supports the change in zoning and land use designation based upon the provisions of the Agreement.
- H. The County and Owner have determined that it would be mutually beneficial to enter into a development agreement governing the matters set forth herein and have negotiated this Agreement in accordance with the Code and the Act.
- I. The County has found that the terms of this Agreement are consistent with the Pinellas County Comprehensive Plan and the Code.

STATEMENT OF AGREEMENT

In consideration of and in reliance upon the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound and in accordance with the Act, agree as follows:

Section 1. Recitals. The above recitals are true and correct and are a part of this Agreement.

Section 2. Incorporation of the Act. This Agreement is entered into in compliance with and under the authority of the Code and the Act, the terms of which as of the date of this Agreement are incorporated herein by this reference and made a part of this Agreement. Words used in this Agreement without definition that are defined in the Act shall have the same meaning in this Agreement as in the Act.

Section 3. Property Subject to this Agreement. The Property is subject to this Agreement.

Section 4. Ownership. The Property is owned in fee simple by Owner.

Section 5. Effective Date/Duration of this Agreement.

5.1. This Agreement shall become effective as provided for by the Act and shall be contingent upon obtaining final approval, and effectiveness of the land use designation of Residential Low Medium and Preservation and a zoning designation of RPD-10 and PC, as requested on the Property.

5.2. This Agreement shall continue in effect until terminated as defined herein but for a period not to exceed five (5) years.

Section 6. Obligations under this Agreement.

6.1. Obligations of the Owner.

- 6.1.1. Binding Obligations.** The obligations under this Agreement shall be binding on Owner, its successors or assigns.
- 6.1.2 Development Review Process.** At the time of development of the Property, Owner will submit such applications and documentation as are required by law and shall comply with the County's Code applicable at the time of the effective date of this Agreement except for as otherwise stated herein.
- 6.1.3 Development Restrictions.** The following restrictions shall apply to development of the Property.
- 6.1.3.1** The property shall be developed with a maximum of 125 attached residential rental housing units and one detached single family home in a manner shown on the Concept Plan and calculated as shown on attached Exhibit "D". Of the total number of units developed, a minimum of 20% shall be rented or held available for rental on a continuous basis to persons or families who, at the commencement of occupancy by each tenant of such unit, shall have annual incomes which do not exceed Sixty Percent (60%) of the Area Median Income (AMI), as determined and made available by the U.S. Department of Housing and Urban Development (HUD), with adjustments for family size.
- 6.1.3.2** In the event that the Owner acquires additional developable property through the relocation of the approved jurisdictional line ("After-acquired Property"), and the After-acquired Property results in net acreage that would yield greater than 126 units by right, the Owner agrees to limit development to 126 units.
- 6.1.3.3** Development Intensities. Owner shall comply with the building intensities and height required by the Property's zoning and land use designations, except as otherwise modified by this Agreement.
- 6.1.3.4** Per the Concept Plan, Owner shall (i) construct a 12 x 12 concrete pad according to ADA standards and install an adjoining connection to the sidewalk fronting the property along Alternate 19 to accommodate a Pinellas Suncoast Transit Association ("PSTA") bus shelter and (ii) construct a minimum 200 foot sidewalk consistent with the County and ADA standards and connect to all existing sidewalks. All permit, easements and agreements required by the State, County, and/or

PSTA shall be obtained prior to construction of the above transportation improvements.

6.1.3.5 Upon transfer of density and construction of the plan as contemplated in the Concept Plan, Owner waives any right to any remaining density on the Property. In the event Owner does not construct affordable housing units on the Property, the maximum density shall be limited to that which is available by right and shall not be increased by the 50% housing bonus (i.e. no greater than 84 dwelling units total).

6.1.4 Recording of Deed Restriction. Prior to the issuance of a site plan approval or development permit for the Property, Owner shall record a deed restriction encumbering the Property in the official records of Pinellas County, Florida and deliver a copy of such recorded deed restriction to the Director of the County Strategic Planning and Initiatives Department or his designee. The deed restriction shall be approved as to form by the County Attorney (which approval shall not be unreasonably withheld) and shall generally describe the development limitations of this Agreement. The deed restriction shall be perpetual and may be amended or terminated only with the consent of the County, which consent shall not be unreasonably withheld. The deed restriction shall include the waiver of any of remaining density on the Property consistent with this agreement.

6.2 Obligations of the County

6.2.1 Concurrent with the approval of this Agreement, the Board amends the land use and zoning designation for the Property as set forth in Recital F above.

6.2.2 County will process preliminary and final site plan applications for the Property that are consistent with the Concept Plan and that meet the requirements of the Code and the Comprehensive Plan at the time of the effective date of this Agreement. Notwithstanding anything contained herein to the contrary, the Owner shall comply with the County floodplain, flood protection and stormwater management regulations in place at the time of application for final site plan approval.

Should the Owner of the property, the development entity, or the scope of the proposed development change prior to the submission of a final site plan for County review, the submission of a revised Affordable Housing Development Certification Application shall be required to ensure that the project remains in compliance with the requirements for an Affordable Housing Development Certification and the associated affordable housing development incentives, including eligibility for an up to 50% density bonus. Should the revised application be deemed eligible and approved for Certification, the provision of the approved affordable housing development incentives shall remain as set forth in this Agreement.

6.2.3 County agrees that there are areas of uplands and wetlands that the land use and zoning designations as shown on Exhibit B, attached hereto and made part hereof, are based upon an existing jurisdictional survey. In the event the Owner presents an updated survey that includes After-acquired Property that adjusts the acreage of upland and wetland, the permitted density shall be adjusted accordingly. Notwithstanding anything contained herein to the contrary, at no time shall the density be adjusted to an amount greater than 126 dwelling units; however, in the event a survey submitted to the County results in acreage that yields less than 126 dwelling units, the development shall be so restricted.

6.3 The final effectiveness of the redesignation referenced in Section 6.2.1 is subject to:

6.3.1 The provisions of Chapter 125 and 163, Florida Statutes, as they may govern such amendments; and

6.3.2 The expiration of any appeal periods or, if an appeal is filed, at the conclusion of such appeal.

Section 7. Public Facilities to Service Development. The following public facilities are presently available to the Property from the sources indicated below. Development of the Property will be governed by and must satisfy the concurrency ordinance provisions applicable at the time of the effective date of this Agreement.

7.1. Potable water from the City of Tarpons Springs.

7.2. Sewer service from the City of Tarpon Springs.

7.3. Fire protection from the City of Tarpon Springs.

Section 8. Required Local Government Permits. The required local government development permits for development of the Property include, without limitation, the following:

8.1. Site plan approval(s) and associated utility licenses and right-of-way utilization permits;

8.2. Construction plan approval(s);

8.3. Building permit(s); and

8.4. Certificate(s) of occupancy; and

8.5. Certificate of Affordable Housing Eligibility.

Section 9. Consistency. The County finds that development of the Property consistent with the terms of this Agreement is consistent with the Pinellas County Comprehensive Plan.

Section 10. Termination.

10.1. In the event of termination pursuant to Section 10.2 or failure to commence the development of the subject property within the duration of the Agreement as defined in Section 5 above, the Property shall return to its current land use and zoning designations. Owner agrees to cooperate and not contest any administrative procedures necessary to implement restoration of the land use and zoning designations. This obligation survives the termination of the Agreement for the time necessary to accomplish the redesignations.

10.2. If Owner's obligations set forth in this Agreement are not followed in a timely manner, as determined by the County Administrator, after notice to Owner and an opportunity to be heard, existing permits shall be administratively suspended and issuance of new permits suspended until Owner has fulfilled its obligations. Failure to timely fulfill its obligations may serve as a basis for termination of this Agreement by the County, at the discretion of the County and after notice to Owner and an opportunity for Owner to be heard.

Section 11. Other Terms and Conditions. Except in the case of termination, until five (5) years after the effective date of this Agreement, the Property shall not be subject to subsequently adopted laws and policies unless the County has held a public hearing and determined:

11.1. They are not in conflict with the laws and policies governing the Development Agreement and do not prevent development of the land uses, intensities, or densities in this Agreement;

11.2. They are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement;

11.3. They are specifically anticipated and provided for in this Agreement;

11.4. The County demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

11.5. This Agreement is based on substantially inaccurate information provided by Owner.

Section 12. Compliance with Law. The failure of this Agreement to address any particular permit, condition, term or restriction shall not relieve Owner from the necessity of complying with the law governing such permitting requirements, conditions, terms or restrictions.

Section 13. Notices. Notices and communications required or desired to be given under this Agreement shall be given to the parties by hand delivery, by nationally recognized overnight

courier service such as Federal Express, or by certified mail, return receipt requested, addressed as follows (copies as provided below shall be required for proper notice to be given):

If to Owner:	Capon Corporation c/o John Mills 1209 N. Florida Avenue Tarpon Springs, FL 34689 Bonnie & John Mills 1209 N. Florida Avenue Tarpon Springs, FL 34689
With copy to:	E.D. Armstrong III, Esq. Hill Ward Henderson 311 Park Place, Suite 240 Clearwater, FL 33759 Ph: 727-724-2900 Email: earmstrong@hwhlaw.com
If to County:	Pinellas County Board of County Commissioners c/o County Administrator 315 Court St. Clearwater, FL 33756
With copy to:	David S. Sadowsky, Esquire Senior Assistant County Attorney Pinellas County Attorney's Office 315 Court Street Clearwater, Florida 33756

Properly addressed, postage prepaid, notices or communications shall be deemed delivered and received on the day of hand delivery, the next business day after deposit with an overnight courier service for next day delivery, or on the third (3rd) day following deposit in the United States mail, certified mail, return receipt requested. The parties may change the addresses set forth above (including the addition of a mortgagee to receive copies of all notices), by notice in accordance with this Section.

Section 14. Right to Cure. Owner will not be deemed to have failed to comply with the terms of this Agreement until Owner shall have received notice from the County of the alleged non-compliance and until the expiration of a reasonable period after receipt of such notice to cure such non-compliance. Whether the time period has been reasonable shall be based on the nature of the non-compliance and shall be determined in the sole judgment of the County Administrator, reasonably exercised.

Section 15. Minor Non-Compliance. Owner will not be deemed to have failed to comply with the terms of this Agreement in the event such non-compliance, in the judgment of the County Administrator, reasonably exercised, as a minor or inconsequential nature. Modifications to the Concept Plan that do not increase the density to an amount greater than what is permitted herein and which do not substantially alter the location of the attached dwellings shall be considered a minor non-compliance and shall not require an amendment to this Agreement.

Section 16. Covenant of Cooperation. The parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement and in achieving the completion of development of the Property.

Section 17. Approvals. Whenever an approval or consent is required under or contemplated by this Agreement, such approval or consent shall not be unreasonably withheld, delayed or conditioned. All such approvals and consents shall be requested and granted in writing.

Section 18. Completion of Agreement. Upon the completion of performance of this Agreement or its revocation or termination, the Owner or his successor in interest shall record a statement in the official records of Pinellas County, Florida, signed by the parties hereto, evidencing such completion, revocation or termination, and shall forthwith deliver a copy of this document to the Director of the County Building and Development Review Services Department or his designee.

Section 19. Entire Agreement. This Agreement (including any and all Exhibits attached hereto, all of which are a part of this Agreement to the same extent as if such Exhibits were set forth in full in the body of this Agreement), constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof.

Section 20. Construction. The titles, captions and section numbers in this Agreement are inserted for convenient reference only and do not define or limit the scope or intent and should not be used in the interpretation of any section, subsection or provision of this Agreement. Whenever the context requires or permits, the singular shall include the plural, and plural shall include the singular and any reference in this Agreement to Owner includes Owner's successors or assigns. This Agreement was the production of negotiations between representatives for the County and Owner and the language of the Agreement should be given its plain and ordinary meaning and should not be construed against any party hereto. If any term or provision of this Agreement is susceptible to more than one interpretation, one or more of which render it valid and enforceable, and one or more of which would render it invalid or unenforceable, such term or provision shall be construed in a manner that would render it valid and enforceable.

Section 21. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall with the remainder of this Agreement continue unmodified and in full force and effect. Notwithstanding the foregoing, if such responsibilities of any party thereto to the extent that the purpose of this Agreement or the

benefits sought to be received hereunder are frustrated, such party shall have the right to terminate this Agreement upon fifteen (15) days notice to the other parties.

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

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

[End of Substantive Provisions, Signature Page to follow]

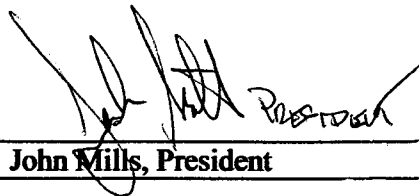
IN WITNESS WHEREOF, the parties have hereto executed this Agreement the date and year first above written.

WITNESSES:

OWNER:
Capon Corporation, a Florida
corporation

Jamie Urena
Printed Name: JANICE URENA

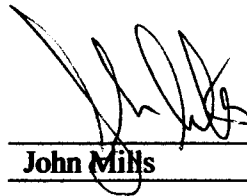
Sam
Printed Name: SAM NALUPARAYIL

By: 
John Mills, President

WITNESSES:

Jamie Urena
Printed Name: JANICE URENA


Sam
Printed Name: SAM NALUPARAYIL

By: 
John Mills

WITNESSES:

Jamie Urena
Printed Name: JANICE URENA

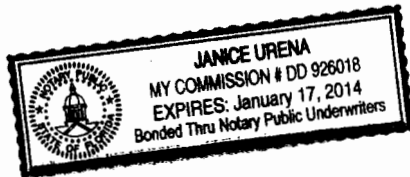
Sam
Printed Name: SAM NALUPARAYIL

By: 
Bonnie Mills

STATE OF FLORIDA
COUNTY OF _____

Pinellas

The foregoing instrument was acknowledged before me this 13 day of Sept.,
2013, by JOHN MILLS, who is personally known to me or who produced
FL DL# M420473522980 as identification.



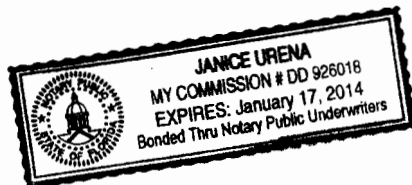
Janice Urena
Notary Public

By: JANICE URENA
Print Notary Name
My Commission Expires:

STATE OF FLORIDA
COUNTY OF _____

Pinellas

The foregoing instrument was acknowledged before me this 13 day of Sept.,
2013, by BONNIE MILLS, who is personally known to me or who produced
FL DL# M420076529690 as identification.



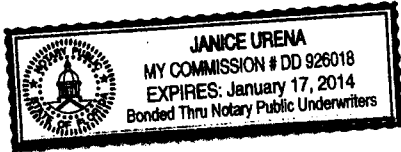
Janice Urena
Notary Public

By: JANICE URENA
Print Notary Name
My Commission Expires:

STATE OF FLORIDA
COUNTY OF

Pinellas

The foregoing instrument was acknowledged before me this 13 day of Sept,
2013, by JOHN MILLS, President who is personally known to me or who produced
FL DL M420473522980 as identification.



Janice Urena
Notary Public

By: JANICE URENA
Print Notary Name
My Commission Expires:

ATTEST:

PINELLAS COUNTY, FLORIDA

KEN BURKE, CLERK

Deputy Clerk

By: _____
Chairman
Board of County Commissioners

APPROVED AS TO FORM:

Dan J. Baker
County Attorney
4494336v1

Exhibit A

DESCRIPTION:

(Per Official Records Book 5270, Page 1564)

Lot 12, and the North 1/2 of Lot 13, HILLCREST PARK, according to plat thereof, recorded in Plat Book 5, Page 68, public records of Pinellas County, Florida.

AND

(Per Official Records Book 5341, Page 1142)

S. 1/2 Lot 13, HILLCREST PARK, according to the map or plat thereof, as recorded in Plat Book 5, Page 68, public records of Pinellas County, Florida.

AND

(Per Official Records Book 17485, Page 708)

Tract 21 in Section 24, Township 27 South, Range 15 East of PROPERTY OF TAMPA AND TARPON SPRINGS LAND COMPANY, according to the map or plat thereof as recorded in Plat Book 1, Page 116, public records of Hillsborough County, Florida, of which Pinellas County was formerly a part, LESS the North 15 feet thereof reserved for public road.

AND

(Per Official Records Book 13385, Page 691)

Tract One (1) in Northeast 1/4 of Section 23, Township 27 South, Range 15 East, according to the plat of the PROPERTY OF TAMPA & TARPON SPRINGS LAND CO., as recorded in Plat Book 1, Page 116, of the public records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

Tracts Twenty-Two (22) and Twenty-Three (23) in Northwest 1/4 of Section 24, Township 27 South, Range 15 East, according to the plat of the PROPERTY OF TAMPA & TARPON SPRINGS LAND CO., as recorded in Plat Book 1, Page 116, of the public records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

Lot Twenty-Four (24), also called Tract Twenty-Four (24) in Northwest 1/4 of Section 24, Township 27 South, Range 15 East, according to the plat of the PROPERTY OF TAMPA & TARPON SPRINGS LAND CO., as recorded in Plat Book 1, Page 116, of the public records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

DESCRIPTION: (East-West R/W)

That portion of right-of-way lying North of Lots 21, 22 and 23, in Section 24, Township 27 South, Range 15 East, AND that portion of right-of-way lying North of Lot 1 in Section 23, Township 27 South, Range 15 East, all of TAMPA & TARPON SPRINGS LAND COMPANY, as per the map or plat thereof, recorded in Plat Book H1, Page 116, of the public records of Pinellas County, Florida, and being more particularly described as follows:

For a POINT OF BEGINNING commence at the Northwest corner of said Section 24; thence along the North boundary of the Northwest 1/4 of said Section 24, S.89°40'54"E., a distance of 1,376.72 feet to the Northerly prolongation of the East boundary of aforementioned Lot 21, in said Section 24; thence along said Northerly prolongation, S.00°47'04"W., a distance of 15.00 feet to the Northeast corner of said Lot 21; thence along the North boundaries of said Lots 21, 22 and 23, and the Westerly prolongation thereof, in Section 24, and continuing along the North boundary of said Lot 1, and the Easterly prolongation thereof, in Section 23, N.89°40'54"W., a distance of 1,826.22 feet to the Northwest corner of said Lot 1; thence along the Northerly prolongation of said Lot 1, N.03°09'16"E., a distance of 15.02 feet to the North boundary of the Northeast 1/4 of said Section 23; thence along the North boundary of the Northeast 1/4 of said Section 23, S.89°40'54"E., a distance of 448.87 feet to the POINT OF BEGINNING.

DESCRIPTION: (North-South R/W)

That portion of right-of-way lying West of Lot 23, in Section 24, Township 27 South, Range 15 East, AND that portion of right-of-way lying East of, Lot 1 in Section 23, Township 27 South, Range 15 East, all of TAMPA & TARPON SPRINGS LAND COMPANY, as per the map or plat thereof, recorded in Plat Book H1, Page 116, of the public records of Pinellas County, Florida, and being more particularly described as follows:

For a POINT OF BEGINNING commence at the Northwest corner of said Lot 23 in Section 24; thence along the West boundary of said Lot 23, S.03°36'49"W., a distance of 997.29 feet to the Southwest corner of said Lot 23; thence S.89°47'09"W., a distance of 30.07 feet to the Southeast corner of aforementioned Lot 1, in said Section 23; thence along the East boundary of said Lot 1, N.03°36'49"E., a distance of 997.57 feet to the Northeast corner of said Lot 1; thence S.89°40'54"E., a distance of 30.05 feet to the POINT OF BEGINNING.

Containing 55.56 acres, more or less.

Exhibit B
Rezoning Areas

**Exhibit “C”
Concept Plan**

Exhibit "D"

PROPERTY	DENSITY	INTERIM CALCULATION	TOTAL DENSITY
1.75 (Snowden Nursery) 4.607 (floodplains uplands) .38 r/w vacation uplands Total: 6.737 uplands TDR from wetlands (limited to 25%) Density Bonus (50%)	10 u/a 10 u/a 10 u/a 1 u/a (as limited) Total x 1.5	17.5 46.07 <u>3.8</u> 67.37 + 16.84 =84.21 -1 d/u for SFH =83.21 X1.5 affordable housing credits	124.815* units = 125 affordable housing project units + One SFH *84.21 – one du = 83.21 x 1.5 for affordable housing credit = 124.815

RESOLUTION NO. _____

RESOLUTION CHANGING THE ZONING CLASSIFICATION OF APPROXIMATELY 55.56 ACRES LOCATED ON THE WEST SIDE OF ALT.19 AND APPROXIMATELY 515 FT. NORTH OF TERRACE ROAD IN THE UNINCORPORATED AREA OF TARPON SPRINGS; PAGE 47 OF THE ZONING ATLAS, AS BEING IN SECTIONS 23 & 24, TOWNSHIP 27, RANGE 15; FROM A-E, AGRICULTURAL ESTATE RESIDENTIAL & C-2, GENERAL RETAIL COMMERCIAL & LIMITED SERVICES TO RPD-10, RESIDENTIAL PLANNED DEVELOPMENT, 10 UNITS PER ACRE & P/C, PRESERVATION CONSERVATION, A SPECIAL EXCEPTION TO ALLOW UP TO A 50% AFFORDABLE HOUSING DENSITY BONUS AND A TRANSFER OF DENSITY WITH A DEVELOPMENT AGREEMENT FOR UP TO A 126 UNIT RESIDENTIAL DEVELOPMENT HAVING A MAXIMUM HEIGHT OF 70 FT.; UPON APPLICATION OF CAPON CORPORATION AND JOHN & BONNIE MILLS THROUGH E. D. ARMSTRONG III AND/OR KATHERINE E. COLE, REPRESENTATIVES, Z/LU-20-8-13

WHEREAS, Capon Corporation and John & Bonnie Mills, Owners of the property hereinafter described, have petitioned the Board of County Commissioners of Pinellas County to change the zone classification of the real property hereinafter described from A-E, Agricultural Estate Residential & C-2, General Retail Commercial & Limited Services to RPD-10, Residential Planned Development, 10 units per acre & P/C, Preservation Conservation, grant a special exception to allow up to a 50% affordable housing bonus, and approve a development agreement for up to a 126 unit residential development having a maximum height of 70 feet; and

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

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

WHEREAS, this Board has determined that the zone classification of said property should be changed, the special exception be granted, and the development agreement approved.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pinellas County in regular session duly assembled this 19th day of November 2013 that the zone classification of the following described real property in Pinellas County, Florida, to wit:

“See Attached Legal Description”

be, and the same is hereby changed from A-E, Agricultural Estate Residential & C-2, General Retail Commercial & Limited Services to RPD-10, Residential Planned Development, 10 units per acre & P/C, Preservation Conservation, the special exception to allow up to a 50% affordable housing bonus is granted, and the development agreement for up to a 126 unit residential development having a maximum height of 70 feet is approved, subject to an amendment to the Pinellas County Future Land Use Map from Residential Suburban, Commercial General & Preservation to Residential Low Medium & Preservation, Z/LU-20-8-13.

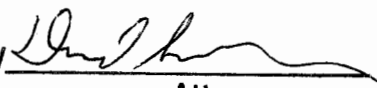
Commissioner _____ offered the foregoing resolution and moved its adoption, which was seconded by Commissioner _____ upon the roll call the vote was:

Ayes:

Nays:

Absent and not voting:

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By 
Attorney

DESCRIPTION:

Z/LU-20-8-13

(Per Official Records Book 5270, Page 1564)

Lot 12, and the North 1/2 of Lot 13, HILLCREST PARK, according to plat thereof, recorded in Plat Book 5, Page 68, public records of Pinellas County, Florida.

AND

(Per Official Records Book 5341, Page 1142)

S. 1/2 Lot 13, HILLCREST PARK, according to the map or plat thereof, as recorded in Plat Book 5, Page 68, public records of Pinellas County, Florida.

AND

(Per Official Records Book 17485, Page 708)

Tract 21 in Section 24, Township 27 South, Range 15 East of PROPERTY OF TAMPA AND TARPON SPRINGS LAND COMPANY, according to the map or plat thereof as recorded in Plat Book 1, Page 116, public records of Hillsborough County, Florida, of which Pinellas County was formerly a part, LESS the North 15 feet thereof reserved for public road.

AND

(Per Official Records Book 13385, Page 691)

Tract One (1) in Northeast 1/4 of Section 23, Township 27 South, Range 15 East, according to the plat of the PROPERTY OF TAMPA & TARPON SPRINGS LAND CO., as recorded in Plat Book 1, Page 116, of the public records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

Tracts Twenty-Two (22) and Twenty-Three (23) in Northwest 1/4 of Section 24, Township 27 South, Range 15 East, according to the plat of the PROPERTY OF TAMPA & TARPON SPRINGS LAND CO., as recorded in Plat Book 1, Page 116, of the public records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

Lot Twenty-Four (24), also called Tract Twenty-Four (24) in Northwest 1/4 of Section 24, Township 27 South, Range 15 East, according to the plat of the PROPERTY OF TAMPA & TARPON SPRINGS LAND CO., as recorded in Plat Book 1, Page 116, of the public records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

DESCRIPTION: (East-West R/W)

That portion of right-of-way lying North of Lots 21, 22 and 23, in Section 24, Township 27 South, Range 15 East, AND that portion of right-of-way lying North of Lot 1 in Section 23, Township 27 South, Range 15 East, all of TAMPA & TARPON SPRINGS LAND COMPANY, as per the map or plat thereof, recorded in Plat Book H1, Page 116, of the public records of Pinellas County, Florida, and being more particularly described as follows:

For a POINT OF BEGINNING commence at the Northwest corner of said Section 24; thence along the North boundary of the Northwest 1/4 of said Section 24, S.89°40'54"E., a distance of 1,376.72 feet to the Northerly prolongation of the East boundary of aforementioned Lot 21, in said Section 24; thence along said Northerly prolongation, S.00°47'04"W., a distance of 15.00 feet to the Northeast corner of said Lot 21; thence along the North boundaries of said Lots 21, 22 and 23, and the Westerly prolongation thereof, in Section 24, and continuing along the North boundary of said Lot 1, and the Easterly prolongation thereof, in Section 23, N.89°40'54"W., a distance of 1,826.22 feet to the Northwest corner of said Lot 1; thence along the Northerly prolongation of said Lot 1, N.03°09'16"E., a distance of 15.02 feet to the North boundary of the Northeast 1/4 of said Section 23; thence along the North boundary of the Northeast 1/4 of said Section 23, S.89°40'54"E., a distance of 448.87 feet to the POINT OF BEGINNING.

DESCRIPTION: (North-South R/W)

That portion of right-of-way lying West of Lot 23, in Section 24, Township 27 South, Range 15 East, AND that portion of right-of-way lying East of, Lot 1 in Section 23, Township 27 South, Range 15 East, all of TAMPA & TARPON SPRINGS LAND COMPANY, as per the map or plat thereof, recorded in Plat Book H1, Page 116, of the public records of Pinellas County, Florida, and being more particularly described as follows:

For a POINT OF BEGINNING commence at the Northwest corner of said Lot 23 in Section 24; thence along the West boundary of said Lot 23, S.03°36'49"W., a distance of 997.29 feet to the Southwest corner of said Lot 23; thence S.89°47'09"W., a distance of 30.07 feet to the Southeast corner of aforementioned Lot 1, in said Section 23; thence along the East boundary of said Lot 1, N.03°36'49"E., a distance of 997.57 feet to the Northeast corner of said Lot 1; thence S.89°40'54"E., a distance of 30.05 feet to the POINT OF BEGINNING.

Containing 55.56 acres, more or less.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF PINELLAS COUNTY, FLORIDA BY CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 55.56 ACRES LOCATED ON THE WEST SIDE OF ALT.19 AND APPROXIMATELY 515 FT. NORTH OF TERRACE ROAD IN THE UNINCORPORATED AREA OF TARPON SPRINGS, LOCATED IN SECTIONS 23 & 24, TOWNSHIP 27, RANGE 15; FROM RESIDENTIAL SUBURBAN, COMMERCIAL GENERAL & PRESERVATION TO RESIDENTIAL LOW MEDIUM & PRESERVATION, PROVIDING FOR OTHER MODIFICATIONS THAT MAY ARISE FROM REVIEW OF THIS ORDINANCE AT THE PUBLIC HEARING AND/OR WITH OTHER RESPONSIBLE PARTIES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to section 163.3187(1), Florida Statutes, the application for a small-scale amendment to the Future Land Use Map of Pinellas County, Florida, hereinafter listed, has been presented to the Board of County Commissioners of Pinellas County; and

WHEREAS, notice of public hearings and advertisements have been given as required by law; and

WHEREAS, the comments from the Local Planning Agency have been received and considered;

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pinellas County, Florida in regular meeting duly assembled this 19th day of November 2013 that;

Section 1. The Future Land Use Map of Pinellas County, Florida is amended by redesignating the property described as: Approximately 55.56 acres located on the west side of Alt. 19 and approximately 515 ft. north of Terrace Road in the unincorporated area of Tarpon Springs Referenced as case Z/LU-20-8-13, and owned by Capon Corporation and John & Bonnie Mills, from: Residential Suburban, Commercial General & Preservation to: Residential Low Medium & Preservation. See attached legal description.

Section 2. This Ordinance shall be published in accordance with the requirements of law.

Section 3. This Ordinance shall take effect upon:

- a) Receipt of notice from the Secretary of State that the Ordinance has been filed is received; and
- b) Approval by the Countywide Planning Authority of the requisite amendment of the Countywide Future Land Use Plan submitted herein pursuant to Chapter 88-464, Laws of Florida. as amended.
- c) Pursuant to Section 163.187(5)(c), Florida Statutes, an amendment adopted under the expedited provisions of this section shall not become effective until 31 days after adoption. If timely challenged, an amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this Amendment may be issued or commenced before the amendment has become effective.

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By 

DESCRIPTION:

Z/LU-20-8-13

(Per Official Records Book 5270, Page 1564)

Lot 12, and the North 1/2 of Lot 13, HILLCREST PARK, according to plat thereof, recorded in Plat Book 5, Page 68, public records of Pinellas County, Florida.

AND

(Per Official Records Book 5341, Page 1142)

S. 1/2 Lot 13, HILLCREST PARK, according to the map or plat thereof, as recorded in Plat Book 5, Page 68, public records of Pinellas County, Florida.

AND

(Per Official Records Book 17485, Page 708)

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AND

(Per Official Records Book 13385, Page 691)

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Lot Twenty-Four (24), also called Tract Twenty-Four (24) in Northwest 1/4 of Section 24, Township 27 South, Range 15 East, according to the plat of the PROPERTY OF TAMPA & TARPON SPRINGS LAND CO., as recorded in Plat Book 1, Page 116, of the public records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

DESCRIPTION: (East-West R/W)

That portion of right-of-way lying North of Lots 21, 22 and 23, in Section 24, Township 27 South, Range 15 East, AND that portion of right-of-way lying North of Lot 1 in Section 23, Township 27 South, Range 15 East, all of TAMPA & TARPON SPRINGS LAND COMPANY, as per the map or plat thereof, recorded in Plat Book H1, Page 116, of the public records of Pinellas County, Florida, and being more particularly described as follows:

For a POINT OF BEGINNING commence at the Northwest corner of said Section 24; thence along the North boundary of the Northwest 1/4 of said Section 24, S.89°40'54"E., a distance of 1,376.72 feet to the Northerly prolongation of the East boundary of aforementioned Lot 21, in said Section 24; thence along said Northerly prolongation, S.00°47'04"W., a distance of 15.00 feet to the Northeast corner of said Lot 21; thence along the North boundaries of said Lots 21, 22 and 23, and the Westerly prolongation thereof, in Section 24, and continuing along the North boundary of said Lot 1, and the Easterly prolongation thereof, in Section 23, N.89°40'54"W., a distance of 1,826.22 feet to the Northwest corner of said Lot 1; thence along the Northerly prolongation of said Lot 1, N.03°09'16"E., a distance of 15.02 feet to the North boundary of the Northeast 1/4 of said Section 23; thence along the North boundary of the Northeast 1/4 of said Section 23, S.89°40'54"E., a distance of 448.87 feet to the POINT OF BEGINNING.

DESCRIPTION: (North-South R/W)

That portion of right-of-way lying West of Lot 23, in Section 24, Township 27 South, Range 15 East, AND that portion of right-of-way lying East of, Lot 1 in Section 23, Township 27 South, Range 15 East, all of TAMPA & TARPON SPRINGS LAND COMPANY, as per the map or plat thereof, recorded in Plat Book H1, Page 116, of the public records of Pinellas County, Florida, and being more particularly described as follows:

For a POINT OF BEGINNING commence at the Northwest corner of said Lot 23 in Section 24; thence along the West boundary of said Lot 23, S.03°36'49"W., a distance of 997.29 feet to the Southwest corner of said Lot 23; thence S.89°47'09"W., a distance of 30.07 feet to the Southeast corner of aforementioned Lot 1, in said Section 23; thence along the East boundary of said Lot 1, N.03°36'49"E., a distance of 997.57 feet to the Northeast corner of said Lot 1; thence S.89°40'54"E., a distance of 30.05 feet to the POINT OF BEGINNING.

Containing 55.56 acres, more or less.