

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** February 11, 2014

**AGENDA ITEM NO.** 1a.-d.

**Consent Agenda** ☐

**Regular Agenda** ☐

**Public Hearing** ☒

**County Administrator's Signature:**

**Subject:**

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

**Department:**

Planning and Development Services

**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 ORDINANCES APPROVING CASES CW 14-01, CW 14-02, AND CW 14-03 OF PINELLAS COUNTY AND CASE CW 14-04 OF LARGO.

**Summary Explanation/Background:**

The Board has received four proposed regular amendments to the FLUP that were reviewed by the Pinellas Planning Council (PPC or Council) on January 8, 2014.

Case CW 14-01 is a submittal by Pinellas County for 1.9 acres that includes the property located at 29703 U.S. Highway 19 from Residential/Office/Retail, Residential Low, Preservation, and Water Drainage Feature Overlay to Residential/Office/Retail and Residential Low. The site is currently developed with a motorcycle and watercraft retail store and a mobile home. The owner intends to remove the unoccupied mobile home, expand the retail use and make improvements to the landscaping, provide stormwater treatment, and increase parking on the site. County staff concurs with the PPC recommendation of approval.

Case CW 14-02 is a submittal by Pinellas County for 55.6 acres that includes the property located at 1800 Alternate U.S. Highway 19 (South Pinellas Avenue), from Commercial General, Residential Suburban (up to 2 ½ units an acre), Preservation, Water/Drainage Feature, and Water/Drainage Feature Overlay to Residential Low Medium (up to 10 units an acre), Preservation, and Water/Drainage Feature Overlay. The subject area includes a nursery/sod business on Alternate U.S. Highway 19 and extensive wetlands with isolated undeveloped uplands. A 125-unit affordable housing project is proposed to be constructed on 3.54 acres of the site along Alternate U.S. Highway 19, and a single-family home is planned to be located on the northeast portion of the subject area adjacent to the Tarpon Springs Municipal Golf Course. Most of the subject area would remain undeveloped. In addition to the Countywide Plan Map amendments, this project involves the transfer of development rights from the onsite wetlands and the clustering of development rights from the property's uplands to the 3.54-acre development site, and an affordable housing density bonus. The proposal includes a Development Agreement that contains development restrictions and requirements allowing for up to 125 residential units and a single family home on the upland portions of the site. County staff concurs with the PPC recommendation of approval, subject to the accompanying development agreement.

Case CW 14-03 is a submittal by Pinellas County for 3.3 acres located at 343 Bayshore Drive, Ozone, consisting of three parcels, from Residential Low (up to 5 units an acre) to Commercial Recreation. The western portion of the property is currently occupied by Speckled Trout Marina, which is operating as a non-conforming use. The owner intends to expand the marina to include the eastern portion of the subject area, and also desires to retain the ability to develop one duplex structure on the westernmost parcel. The applicant has submitted a Development Agreement with the proposal, which contains numerous conditions relating to the daily operations of the marina in order to address neighborhood concerns and to address compatibility with surrounding residential uses.

County staff concurs with the PPC recommendation of approval, subject to the accompanying Development Agreement.

CW- 14-04 is a submittal by the City of Largo for the northern 2.4 acres of a parcel totaling 8.1 acres, located at 1201 East Bay Drive, from Recreation/Open Space and Water/Drainage Feature Overlay to Commercial General. The site is currently developed with an ice cream store and recreational uses such as a miniature golf course, golf driving range, a pro shop, and batting cages. The applicant intends to develop the northern 2.4 acre portion of the site with a Racetrac gas station/convenience store while leaving the remaining 5.7 acres for existing recreational uses at this time. County staff concurs with the PPC recommendation of approval.

**Fiscal Impact/Cost/Revenue Summary:**

None

**Exhibits/Attachments Attached:**

Ordinances  
County Board Minutes  
Council Documentation

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: February 11, 2014 Countywide Planning Authority Agenda  
Part I – Public Hearing Agenda Re: Regular Plan Map Amendments

DATE: February 11, 2014

**RECOMMENDATION:** THE PINELLAS PLANNING COUNCIL RECOMMENDS THE BOARD, IN YOUR CAPACITY AS THE COUNTYWIDE PLANNING AUTHORITY, APPROVE CASE CW 14-01, APPROVE CASE CW 14-02 SUBJECT TO ACCOMPANYING DEVELOPMENT AGREEMENT, APPROVE CASE CW 14-03 SUBJECT TO ACCOMPANYING DEVELOPMENT AGREEMENT, AND APPROVE CASE CW 14-04, AS OUTLINED BELOW.

**DISCUSSION:** The Countywide Planning Authority has received four (4) cases concerning regular amendment of the Countywide Plan Map as described below:

**Case CW 14-01 – Pinellas County:**

1.9 acres m.o.l., located at 29703 US Highway 19, proposed to change from Residential/Office/Retail, Residential Low, Preservation, and Water/Drainage Feature Overlay to Residential/Office/Retail and Residential Low.

This proposed amendment is submitted by Pinellas County and seeks to reclassify four parcels totaling 1.9 acres of land from Residential/Office/Retail (0.3 acres), Residential Low (0.4 acres), Preservation (1.2 acres) to Residential/Office/Retail (1.6 acres) and Residential Low (0.3 acres).

The property is developed with a motorcycle/watercraft retail store and a mobile home. The owner proposes to expand the retail use on the site and add/improve the parking, stormwater treatment, and landscaping. Also, the mobile home is proposed to be removed. The Preservation category is a remnant of the County's original Master Drainage Plan for the area and does not accurately reflect the current use of the property. The site has been developed for many years and any wetlands that may have been on the site were likely removed long ago.

***The Pinellas Planning Council, by a vote of 9-0, voted approval of Case CW 14-01.***

**Case CW 14-02 – Pinellas County:**

55.6 acres m.o.l., located at 1800 Alternate US Highway 19 (South Pinellas Ave.), proposed to change from Commercial General, Residential Suburban, Preservation, Water/Drainage Feature, and Water/Drainage Feature Overlay to Residential Low Medium, Preservation, and Water/Drainage Feature Overlay.

This proposed amendment is submitted by Pinellas County and seeks to reclassify five parcels totaling 55.6 acres of land from Commercial General (1.8 acres), Residential Suburban (9.9 acres), Preservation (43.8 acres), and Water/Drainage Feature (0.1 acre) to Residential Low Medium (6.7 acres) and Preservation (48.8 acres).

The property was previously developed with a nursery/sod business on the 1.8 acre commercial parcel fronting Alternate US Highway 19, and the remainder of the property is vacant uplands and wetlands. The property owner proposes to develop a 125 unit apartment complex on a 3.5 acre portion of the site (adjacent and including the nursery property) and a single-family residence (one unit) on another part of an upland area of the site (further north, adjacent to the Tarpon Springs golf course), leaving the majority of the property vacant. Furthermore, to achieve the requested 125 units for the multifamily building, the owner plans to redistribute the density from all the uplands to the 3.5 acre area, transfer development rights from the wetland portion of the site, and apply for a Pinellas County 50% affordable housing density bonus. Lastly, the owner has submitted a Development Agreement with this amendment.

***The Pinellas Planning Council, by a vote of 6-3, voted to approve Case CW 14-02, subject to the accompanying development agreement.***

**Case CW 14-03 – Pinellas County:**

3.3 Acres m.o.l., located at 343 Bayshore Drive, Ozona, proposed to change from Residential Low to Commercial Recreation.

This proposed amendment is submitted by Pinellas County and seeks to reclassify three parcels totaling 3.3 acres of land from Residential Low to Commercial Recreation.

The majority of the property is developed with the Speckled Trout Marina. The property owner proposes to expand the marina use on the site which includes expanded boat storage operations, improvements to the parking, stormwater treatment, and landscaping. The owner also proposes a duplex to be used for transient accommodations. This marina has been at this location for many years and is currently operating as a non-conforming use on the western two parcels. It has been stated that without the amendment the current marina could continue operating but the expansion could not take place.

***The Pinellas Planning Council, by a vote of 8-1, voted to approve Case CW 14-03, subject to the accompanying development agreement.***

**Case CW 14-04 – City of Largo:**

2.4 Acres m.o.l., located at 1201 East Bay Drive, proposed to change from Recreation/Open Space and Water/Drainage Feature Overlay to Commercial General.

This proposed amendment is submitted by the City of Largo and seeks to amend the 2.4 acre northern portion of a parcel from Recreation/Open Space to Commercial General, leaving the remaining 5.7 acre southern portion of the parcel designated Recreation/Open Space unchanged. The site contains an ice cream store, miniature golf course, golf driving range, pro shop and batting cages. The 2.4 acre site is proposed to be developed with a Racetrac gas station/convenience store. There are no development plans for the southern 5.7 acre portion of the property at this time.

***The Pinellas Planning Council, by a vote of 9-0, voted to approve Case CW 14-04.***

The complete record of the public hearings held by the Pinellas Planning Council on these cases is on file with the Clerk and is available for review by the Board or any interested party.

ORDINANCE NO. 14-\_\_\_\_\_

AN ORDINANCE AMENDING THE COUNTYWIDE FUTURE LAND USE PLAN OF PINELLAS COUNTY, FLORIDA, BY ACTION ON CASE NUMBERS CW 14-01, CW 14-02 AND CW 14-03 INITIATED BY PINELLAS COUNTY 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, proposed amendments to the Countywide Future Land Use Plan, which is an element of the Countywide Comprehensive Plan of Pinellas County, Florida, have 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 amendments to the Countywide Future Land Use Plan; and

WHEREAS, Pinellas County initiated proposed amendments which were considered at a public hearing by the Pinellas Planning Council on January 8, 2014, 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 February 11, 2014, 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 14-01 1.9 acres located at 29703 U.S Highway 19, from Residential/Office/Retail, Residential Low, Preservation, and Water/Drainage Feature Overlay to Residential/Office/Retail and Residential Low
- #CW 14-02 55.6 acres located at 1800 Alternate U.S Highway 19 (South Pinellas Avenue), from Commercial General, Residential Suburban, Preservation, Water/Drainage Feature, and Water/Drainage Feature Overlay to Residential Low Medium, Preservation, and Water/Drainage Feature Overlay, subject to the accompanying development agreement.
- #CW 14-03 3.3 acres located at 343 Bayshore Drive, Ozona from Residential Low to Commercial Recreation, subject to the accompanying development agreement.

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

#49

-W-14-03

Resolution No. 13-206 adopted granting the application of Speckled Trout Marina LLC through Katherine E. Cole, Esquire, Representative, for a change of zoning from R-4, One, Two and Three Family Residential to CR, Commercial Recreation, with a Development Agreement limiting the use of the site for parking, storage of automobiles, boats and transient units not to exceed 45 feet in height on approximately 3.25 acres; Resolution No. 13-207 adopted granting a Conditional Use to allow a commercial marina on approximately 3.25 Acres; Ordinance No. 13-35 adopted amending the Future Land Use Map of Pinellas County, Florida by changing the Land Use Designation from Residential Low to Commercial Recreation on approximately 3.25 acres, re property located 160 feet south of Bay Street and being on the east and west side of Bayshore Drive (Street Address: 343 Bayshore Drive, Ozona) (Z/LU/CU-7-3-13). Public hearing was properly advertised. Affidavit of Publication has been received for filing. One petition in support with 220 signatures, one letter in opposition on behalf of 20 property owners, one petition in opposition with 62 signatures, and 22 letters in opposition to the petition were received for the LPA meeting of November 14, 2013. One letter in opposition to the petition has been received for today's hearing. Staff recommended approval of the zoning amendment, the associated development agreement, and the conditional use, subject to the conditions recommended by the LPA at its November 14, 2013 meeting.

Referring to an aerial photograph and the zoning and land use map, Mr. Cueva pointed out the location of the subject property, described surrounding land uses, and provided background information regarding the application, noting that the subject property contains three separate parcels, and is located in the Ozona community overlay district.

Pointing out that, if the marina expansion is granted, this is the best possible scenario for Ozona, Mr. Cueva indicated that staff is strongly recommending conditional approval of the request, due to its importance to the Comprehensive Plan, and discussed the conditions that would apply to the parcels, including:

1. The following conditions would apply to all three parcels:
  - (a) Full site plan review, including review for compliance with County landscaping and parking regulations, is required for the property (Parcels 1, 2, and 3), with site development to be done substantially in conformance with the Concept Plan.
  - (b) Property owner will apply for (within a year of site plan approval) and retain State of Florida certification as a Clean Marina.
  - (c) Hours of operation are sunrise to sundown.



- (d) If security lighting and/or cameras are installed on the property, the lighting shall be low level and lights/cameras shall be directed away from the adjacent residential areas. Outdoor intercoms are not permitted.
  - (e) No vehicular ingress or egress to the property is allowed off of, or on to, Banana Street, unless for routine grounds maintenance.
  - (f) Minimal boat maintenance is allowed on the property. However, crab trap storage, boat building activities, fiberglass repairs, engine rebuilding, spray painting, pressure washing of boats, sanding, blasting, or any other activity that emits noise or noxious odors in violation of County Code are prohibited on the property.
  - (g) Other than the duplex permitted on Parcel 3, no other residential development is permitted on the property.
  - (h) Nothing herein shall restrict construction of restroom facilities on the property consistent with an approved site plan.
  - (i) In the event any of the General or Specific Conditions are not met, the Board of County Commissioners may rescind the Conditional Use on this property.
2. On Parcel 1 of the property, the following specific conditions apply:
- (a) On the northwestern-most "rectangle" of Parcel 1 – vehicles, or vehicles with boat trailers, are permitted. Storage of boats is not permitted (note that "vehicles" means passenger vehicles, not boats or boat trailers); however, temporary drop-off of boats is allowed prior to storage.
  - (b) On the southern "rectangle" of Parcel 1, a 10-foot setback is required on the western and southern perimeter. Only vehicles are permitted to park within that setback area. Storage of boats and/or boat trailers is not permitted.
  - (c) Boat storage, including vehicles with boat trailers, may park elsewhere on that "rectangle," but not within the setback area described in 2(b) above.
  - (d) A six-foot-high opaque fence or solid masonry wall is required along the southernmost, western and northern portions of the parcel which abut residential properties not owned by the property owner, as depicted on the Concept Plan.
3. On Parcel 2 of the property, the following specific conditions apply:
- (a) On the northern side of the parcel, a landscape buffer/setback with an average width of 20 feet is required. The landscape buffer/setback may be of varying widths designed to accommodate/

- protect the existing trees as much as possible. No vehicles, boats, or trailers may park, or be stored, within that setback/buffer area.
- (b) On the southern side of the parcel, a landscape buffer/setback is required. The landscape buffer/setback shall generally average ten feet, but can be variable in order to best protect/retain the existing trees. No vehicles, boats, or trailers may park, or be stored, within the landscape buffer/setback area.
  - (c) Boats and boat trailers may be parked elsewhere on the parcel.
  - (d) A storage shed, no taller than 15 feet in height and no larger than 25 feet by 40 feet, is permitted on Parcel 2; no other vertical development is allowed, except as provided in 1(h) above. There shall be no boat storage in the storage shed.
  - (e) A six-foot-high opaque fence or solid masonry wall is required along the northern and southern perimeters of the parcel, as depicted on the Concept Plan. A similar fence is required along the eastern perimeter of the boat storage area but may include a locked gate for maintenance/emergency access.
  - (f) Regarding the portion of the parcel depicted on the Concept Plan as the Banana Street buffer, no uses are permitted other than stormwater retention. To the extent possible, retention of the tree canopy in the buffer area is required and will be addressed at the time of site plan review.
4. On Parcel 3 of the property, the following specific conditions apply:
- (a) A bait/snack shop, no larger than 300 square feet, is permitted on Parcel 3.
  - (b) A duplex is permitted to be constructed on Parcel 3; no other residential units are permitted.

Development Agreement - The applicant chose to submit a Development Agreement with the case, primarily to address staff and community concerns over the planned marina activities and potential impacts. The Agreement includes a Concept Plan, which generally depicts the proposed site layout, buffers, access, etc. However, activities on the entire property (i.e., Parcels 1, 2, and 3) will still be subject to full site plan review and full compliance with the County Code. The Agreement requires adherence to the conditions itemized above, and specifically requires adherence to stormwater and floodplain regulations in place at the time of development.

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In response to comments and queries by the members throughout the presentation, Mr. Cueva indicated that the Banana Street buffer, located on the southern border, currently consists of a fence and locked gate that would allow employee entry for maintenance of the landscaping and the two retention ponds; that the storage, currently located on Parcel 1, would be moved to the storage shed to be built on Parcel 2; that the duplex to be constructed on Parcel 3 has been previously approved, and is immaterial to this rezoning request; that the CR zoning would allow three residential units, one residential unit per parcel, and the applicant is foregoing one residential unit in order to maintain the duplex on one parcel; and that the bait shop on Parcel 3 would remain non-conforming and would not be permitted to expand.

Mr. Cueva discussed the Ozona Overlay and the various goals that the development would meet, indicating that the Ozona community would benefit by having a clean marina and proper stormwater drainage and treatment, as currently the polluted water drains directly into the estuary; and he reiterated that staff recommends approval of the application with the Development Agreement that memorializes the required conditions.

Responding to the Chairman's call for the applicant, Katie Cole, Esquire, Clearwater, appeared and being duly sworn, indicated that she represents the applicant. She discussed the history of the subject property, noting that the County initiated a land use plan amendment in Ozona in the 90s that led to a suit by the previous property owner to enforce its property rights to continue to operate the marina; and that this suit resulted in the existing NC40 designation.

Ms. Cole indicated that the reason for the current application is that the applicant purchased a residential subdivision behind the marina and desires to use a portion of that property to expand the marina; and that the applicant was previously cited for improper use of a residential zoning for boat storage. She discussed the current options available to the applicant, pointing out that the applicant has previously met with the President of the Ozona Village Improvement Society (OVIS), County staff, and Mr. Cueva to incorporate specific stipulations into the Development Agreement; and discussion ensued wherein Rick Bennett, applicant/owner, explained the current marina operation.

In response to the Chairman's call for proponents, the following individuals appeared and being duly sworn, spoke in support of the application:

Jill Howard, Palm Harbor  
Howard G. Levy, Palm Harbor  
Carmen Butrico, Palm Harbor

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Doug Guilfoile, Dunedin  
John c. Landon, Palm Harbor  
Scott Cook, Palm Harbor  
Lacey Bennett, Palm Harbor

In response to the Chairman's call for opponents, the following individuals appeared and being duly sworn, spoke in opposition to the application:

Julie Longnen, Palm Harbor  
Paula Dalton, Ozona  
Maureen Bracy, Ozona (submitted document)  
Wesley Bracy, Ozona  
Dennis Green, Ozona  
Daniel P. Morse, Ozona  
Brian Smith, Ozona  
Donald Conover, Palm Harbor  
Ms. Moneymaker, Ozona/Palm Harbor  
Peg Mahara, Ozona  
Carol Hewett (speaking for group of five) (submitted document)

Chairman Welch stated for the record that the following individuals submitted cards indicating their support of or opposition to the application:

In Support:

Edward Collins, Dunedin  
Walter Murray, Clearwater  
Wanda Edwards, Dunedin  
Robert Essery, Dunedin  
Mike Nemes, Dunedin  
Monzoa Tran, Tampa  
Steven Tran, Tampa  
Wendy Montjoy, Clearwater  
Scott Montjoy, Clearwater  
Daniel Horn, Tampa

Walt Wickman, Dunedin  
Jane Luong Wickman, Dunedin  
Robert Adam, Palm Harbor  
Richard A. Mesher, Palm Harbor  
Kirstin Flinn, Tampa  
Maria Collins, Dunedin  
Tom Richard Bennett, Palm Harbor  
Denna Bennett, Palm Harbor  
Theodore Muzyczka, Palm Harbor

In Opposition:

Francis S. Emanuel, Ozona  
Gerald Emanuel, Ozona  
Gary R. Mullins, Ozona  
Jana Joyner, Ozona  
Pat Winkelman, Ozona

Undecided:

Anthony Marino

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In response to queries by the members, OVIS President Brian Smith related that he is unsure as to the applicant's interest in the Ozona Overlay when it passed in 2010, as the applicant did not take ownership of the property until 2011; that many of the marina owners felt that the Overlay constrained their marinas; that the Overlay was adopted with businesses, restaurants, and marinas in balance; that the non-conforming use is not meant to be geographically expanded; and that the applicant's marina is a very healthy business under the non-conforming designation; whereupon, Commissioner Latvala pointed out that stating that the business is successful is rather bold; that ramp access to the water needs to be preserved, as there are very few in the County; and that the marina has been in business for 100 years, and this is a positive change for the community.

Carol Hewett, Ozona, appeared and being duly sworn, submitted a 2005 Board of Adjustment decision conditionally approving the construction of the duplex on Parcel 3, a copy of which has been filed and made a part of the record, and related that page two of the document indicates that a permit would need to be obtained within 45 days of construction commencement; that only one extension for one year is permitted by the Pinellas County zoning authorities, and additional extensions are to go before the Board of Adjustment at a regular public hearing; and that there are no fewer than eight extensions for the duplex approved by County staff rather than the Board of Adjustment, which makes the current permit for the duplex void; whereupon, Ms. Cole objected to the document submission; and Attorney Bennett suggested hearing the relevance of the evidence prior to objection of the submission.

In response to query by Commissioner Roche regarding the source of the information, Ms. Hewett indicated that the documents were pulled from the Building records; whereupon, Commissioner Roche indicated that there is a series of permits, denials, abandons, re-permits, and extensions granted, when only one is allowed.

Thereupon, Chairman Welch closed the public hearing.

In response to the allegations made by Ms. Hewett, Mr. Cueva explained that once the variance is approved the applicant has one year to commence construction; that the applicant activated the variance by constructing the pilings; and that the Building Official granted the continuance of the permit pursuant to the rules of the Planning Department; and discussion ensued regarding the case being controversial.

Following discussion and in response to queries by Commissioner Long regarding the setting of a precedent, Mr. Cueva indicated that, if approved, the applicant would be granted a conditional use with a Development Agreement, which would be a positive precedent to set; that future applicants would be required to go through full site plan review and have water treatments to improve the water quality that is emitted from the site, rather than pollute the Gulf; that a Holiday Inn would not be allowed on-site with the restricted conditions; that the applicant is providing additional parking and boat storage, which would preempt the roadside traffic; and that the duplex could be built over the bait house; whereupon, Mr. Bennett noted that, when the original variance was approved, staff conveyed that he could not build a structure to code over a structure that is not up to code; and that, if the application is not approved, the bait house could be moved.

Responding to queries and comments by Commissioners Roche and Latvala, Mr. Cueva related that Conditions 1(a) through 1(h) apply to the entire site; and he discussed the application's consistencies with the Comprehensive Plan, specifically the County goals laid out in the Recreation, Open Space and Culture and the Economic Element sections; whereupon, Commissioner Seel suggested that only Parcel 1 and 3 should be rezoned, as Parcel 2 is zoned residential, and, if rezoned, the abutting residents would view a two-acre boat yard accommodating 176 boats; and discussion ensued regarding denial of the application and the extensive northern buffer.

Pointing out that she has never seen as many conditions placed upon a property, Commissioner Latvala stated that the 20-foot buffer and the opaque fence would be a huge improvement to the chain link fence currently on the property.

Attorney Bennett advised that, if the applicant desires to respond to the document submitted by Ms. Hewett so that the Board could decide whether to accept the late item, the applicant should not be penalized in rebuttal time, and Chairman Welch concurred.

Ms. Cole objected to the discussion regarding the duplex, stating that the duplex is properly permitted, as the variance was issued by the Board of Adjustment in 2005; that the extension of the time limits regarding non-controversial cases is vested upon the receipt of a building permit and pursuant to County policies; and that the continued building permit and the construction of the duplex are irrelevant to this hearing.

In response to query by Chairman Welch, Attorney Bennett stated that policy and statute dictate the extension of permits; that with the recent recession, the state statute dictated that permits could be automatically extended; and that it would not be appropriate to

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accept Ms. Hewet's document into evidence; whereupon, Chairman Welch called for the applicant's final rebuttal.

Stating that it may be difficult to correct some misinformation provided by the residents, Ms. Cole refuted the information in the cover letter regarding the residential designation of the properties and stated that the Speckled Trout Marina's existence was established during the 90's litigation, which also determined the non-conforming status of the property; and that the applicant strongly objects to any expansion of the restrictions that staff has placed upon the conditional use permit, as it is already more restrictive than what is currently on the property.

Objecting to Commissioner Morroni's statement regarding the marina being incompatible with the Ozona Overlay, Ms. Cole pointed out that staff's report cites four pages of the marina's consistency with the Ozona Overlay; that this is a successful business attempting to provide a service that the Board has identified is needed; that the marina is less intrusive to the neighborhood, as it provides significant buffers with the Development Agreement and restrictions; and that the applicant is willing to include a recorded Deed Restriction that would strip all other business opportunities from this property.

Chairman Welch closed the public hearing, and discussion ensued among the members wherein Commissioner Roche expressed his concern, indicating that at least four other marinas have boat slips available; whereupon, Commissioner Latvala stated that what is located on Parcel 3 is legal and approved; that currently the marina does not meet standards and pollutes the Gulf of Mexico; that the Development Agreement is incredibly stringent and would generate a clean marina; and that no one else would relinquish the property rights that is being requested of the applicant.

Commissioner Latvala moved, seconded by Commissioner Long, that the application be approved as recommended by staff with the conditional use, Development Agreement, and added Deed Restriction.

Motion	-	Commissioner Latvala
Second	-	Commissioner Long
Vote	-	4 – 3 with Commissioners Roche, Morroni, and Seel dissenting

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Agenda Item III B-3.

Case CW 14-03

Pinellas County



# PINELLAS PLANNING COUNCIL AGENDA MEMORANDUM

**AGENDA ITEM:** III B-3.

**MEETING DATE:** January 8, 2014

**SUBJECT:** Amendment of the *Countywide Future Land Use Plan Map*  
**FROM:** Residential Low (RL)  
**TO:** Commercial Recreation (CR)  
**AREA:** 3.3 Acres m.o.l.  
**CASE #:** CW 14-03  
**JURISDICTION:** Pinellas County  
**LOCATION:** 343 Bayshore Drive, Ozona

**RECOMMENDATION:** Council Recommend To The Countywide Planning Authority That The Proposed Map Amendment To Commercial Recreation Be Approved, Subject To Accompanying Development Agreement.

## **I. BACKGROUND**

This proposed amendment is submitted by Pinellas County and seeks to reclassify three parcels totaling 3.3 acres of land from Residential Low to Commercial Recreation.

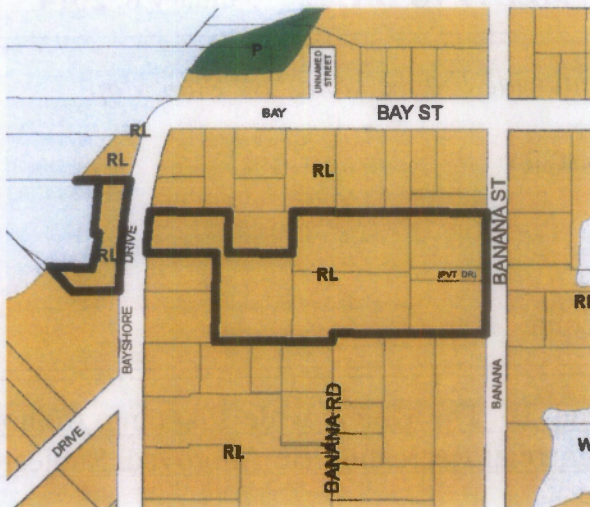
The majority of the property is developed with the Speckled Trout Marina. The property owner proposes to expand the marina use on the site, which includes expanded boat storage operations, improvements to the parking, stormwater treatment, and landscaping. The owner also proposes a duplex to be used for transient accommodations. This marina has been at this location for many years and is currently operating as a non-conforming use on the western two parcels. It has been stated that without the amendment the current marina could continue operating, but the expansion could not take place.

### **PINELLAS PLANNING COUNCIL ACTION:**

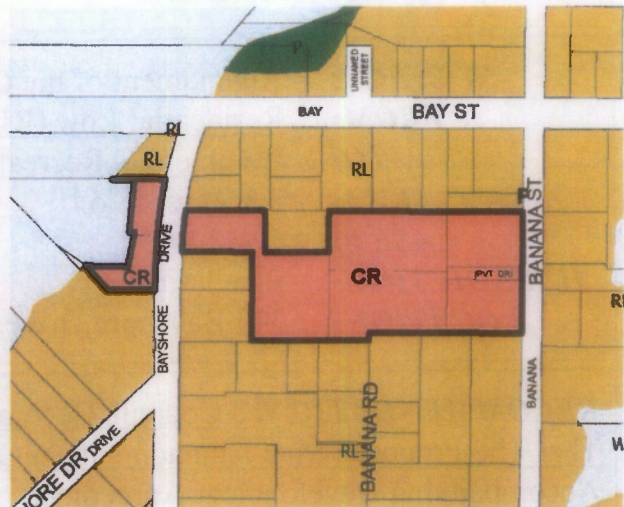
The Council recommended approval of the amendment from Residential Low to Commercial Recreation, subject to accompanying development agreement (vote 8-1)

### **COUNTYWIDE PLANNING AUTHORITY ACTION:**

Current Countywide Plan Map



Proposed Countywide Plan Map



## **II. FINDINGS**

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

- A. The proposed amendment, subject to the limiting factors of the development agreement, is consistent with the criteria for utilization of the Commercial Recreation category;
- B. The proposed amendment is located in the Coastal High Hazard Area;
- C. The amendment either does not involve, or will not significantly impact, the remaining relevant countywide considerations;
- D. The development agreement has been approved by Pinellas County 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 Commercial Recreation Countywide Plan Map category be approved, subject to the accompanying development agreement.**

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

## **III. PLANNERS ADVISORY COMMITTEE (PAC)**

The PAC members discussed and recommended approval subject to development agreement (vote 7-0). Note: A quorum of eight members was not present when this recommendation was made.



***SUBJECT:*** Case CW 14-03 – Pinellas County

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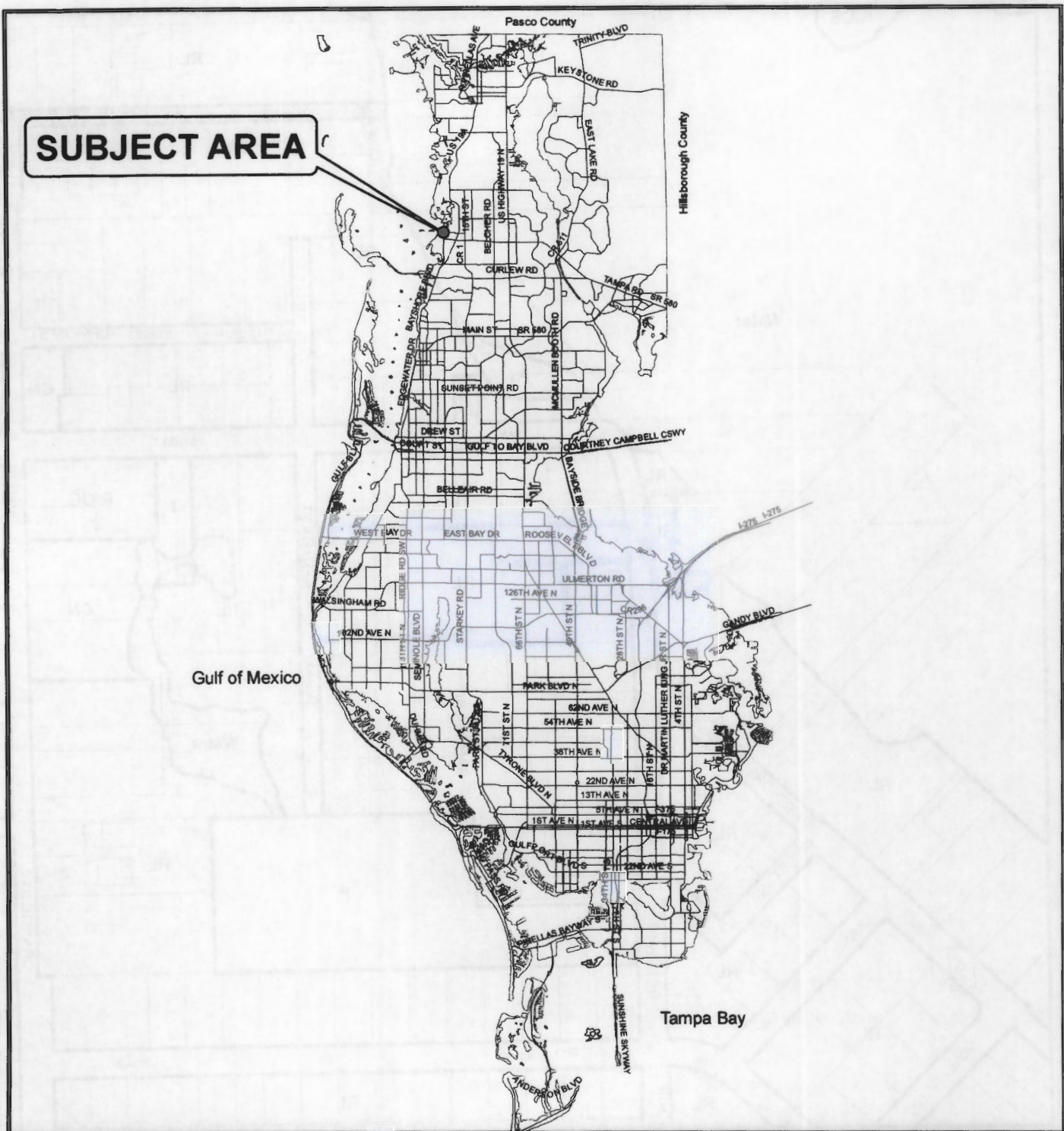
***IV. LIST OF MAPS & ATTACHMENTS***

Map 1      Location  
Map 2      Current Countywide Plan & Jurisdiction Map  
Map 3      Aerial  
Map 4      Current Countywide Plan Map  
Map 5      Proposed Countywide Plan Map

Attachment 1      Council Staff Analysis  
Attachment 2      Development Agreement  
Attachment 3      Draft PAC Summary Actions Sheet

***V. SUPPORT DOCUMENTS – available only at [www.pinellasplanningcouncil.org](http://www.pinellasplanningcouncil.org)  
(see January 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 Low

TO: Commercial Recreation

AREA: 3.3 Acres

CASE #: CW14-03

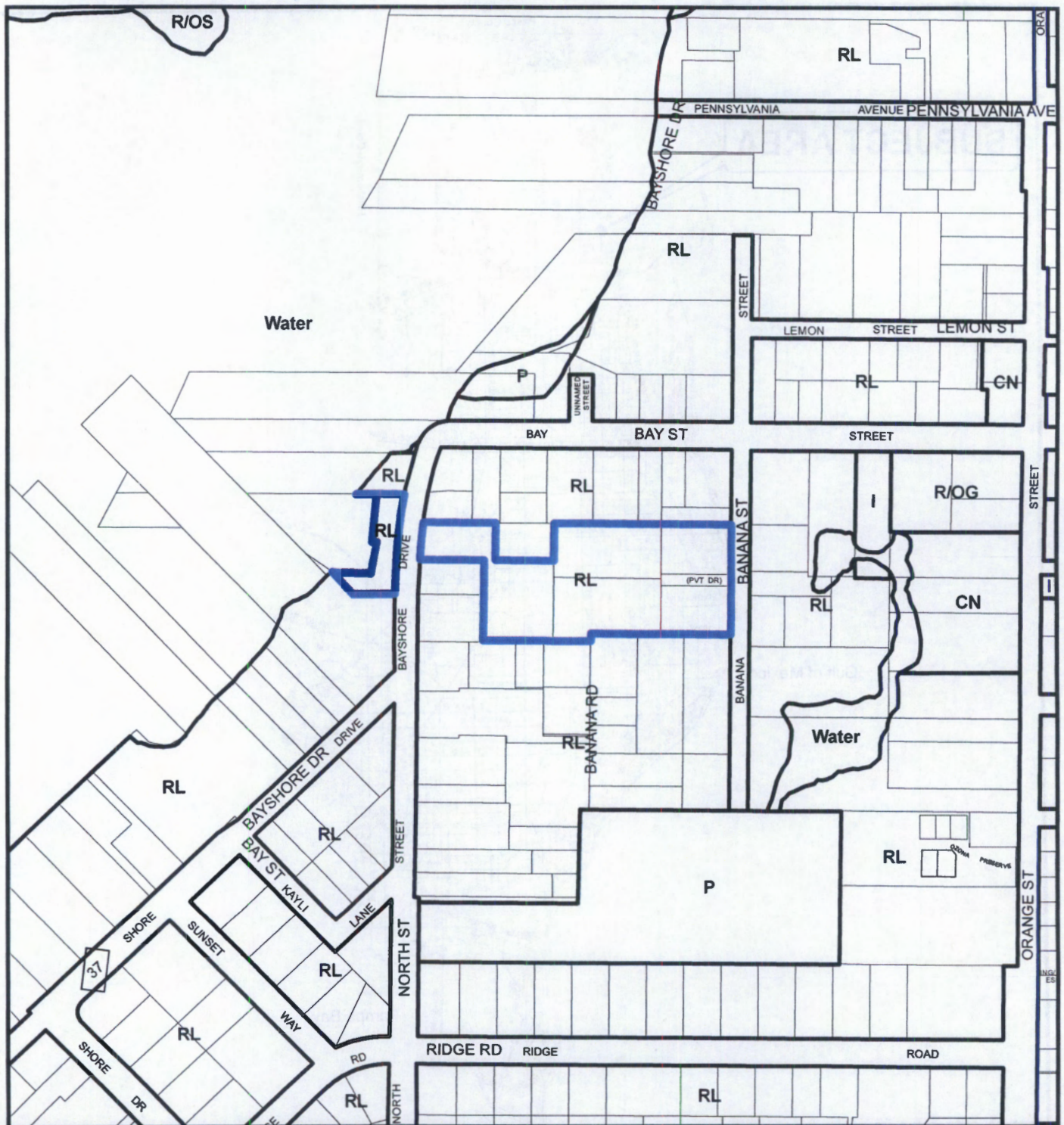
JURISDICTION: Pinellas County



1" = 26,000'







## Map 2 - Current Countywide Plan Map & Jurisdictional Map

FROM: Residential Low

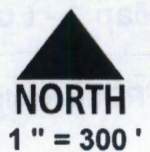
TO: Commercial Recreation

AREA: 3.3

CASE #: CW14-03

### Jurisdictions

UNINCORPORATED



**PR** PINELLAS  
PLANNING  
COUNCIL

JURISDICTION: Pinellas County





### Map 3 - Aerial

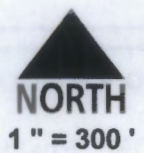
FROM: Residential Low

TO: Commercial Recreation

AREA: 3.3

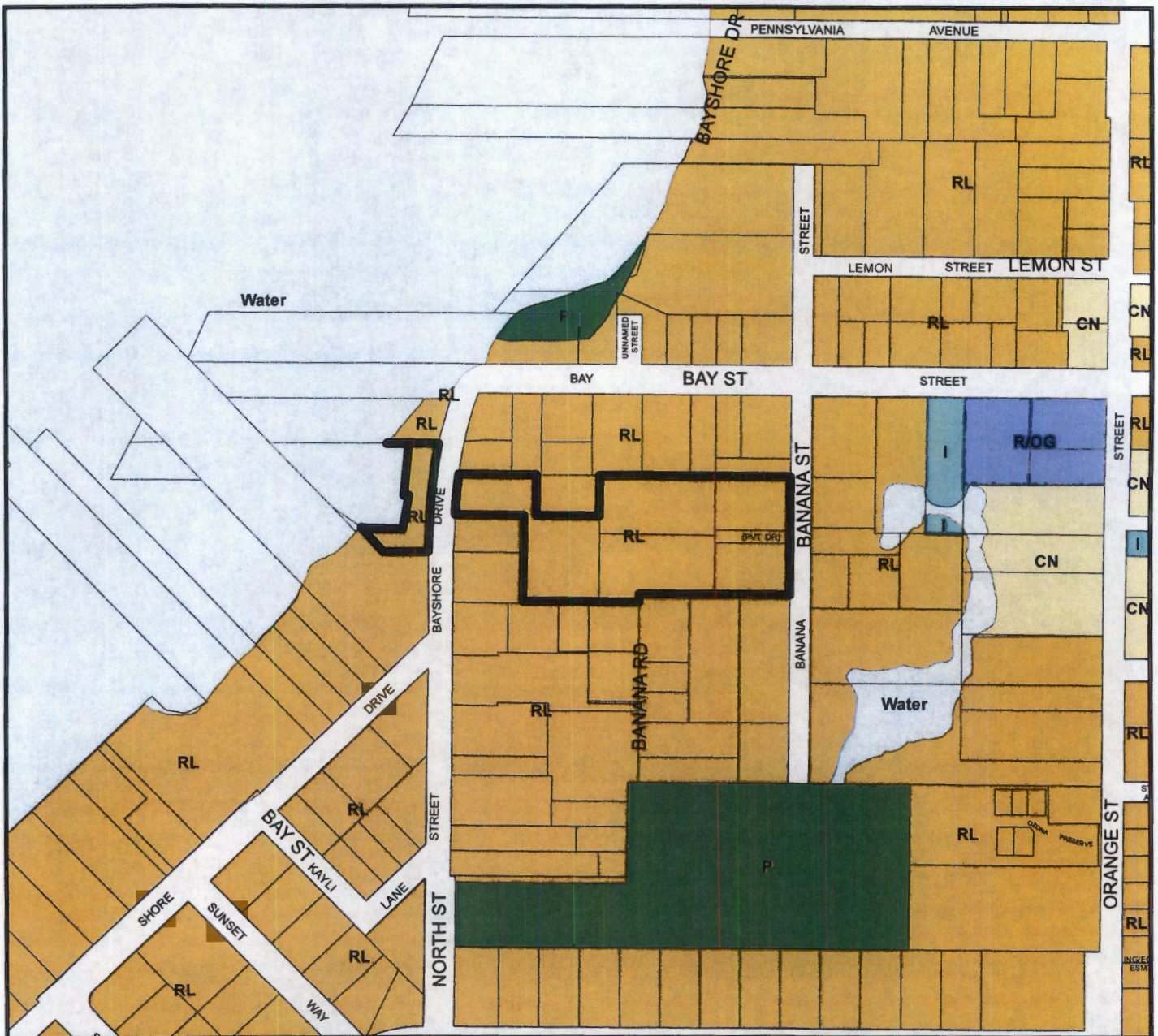
CASE #: CW14-03

JURISDICTION: Pinellas County



**PPC** PINELLAS  
PLANNING  
COUNCIL





#### Legend

Residential	Mixed Use	Commercial	Public / Semi-Public
Residential Low	Residential / Office General	Commercial Neighborhood	Preservation
			Institutional
			Special Designations
			Water

#### Map 4 - Current Countywide Plan Map

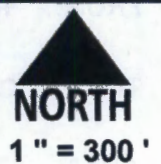
FROM: Residential Low

TO: Commercial Recreation

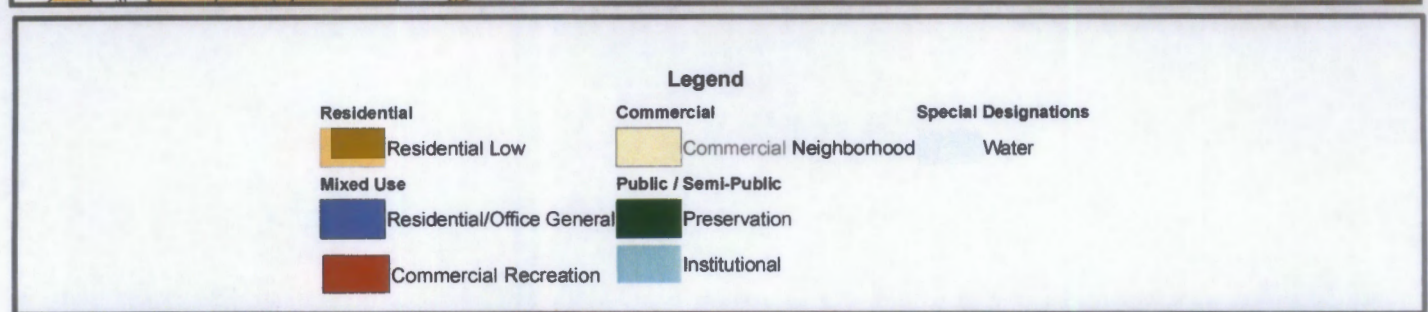
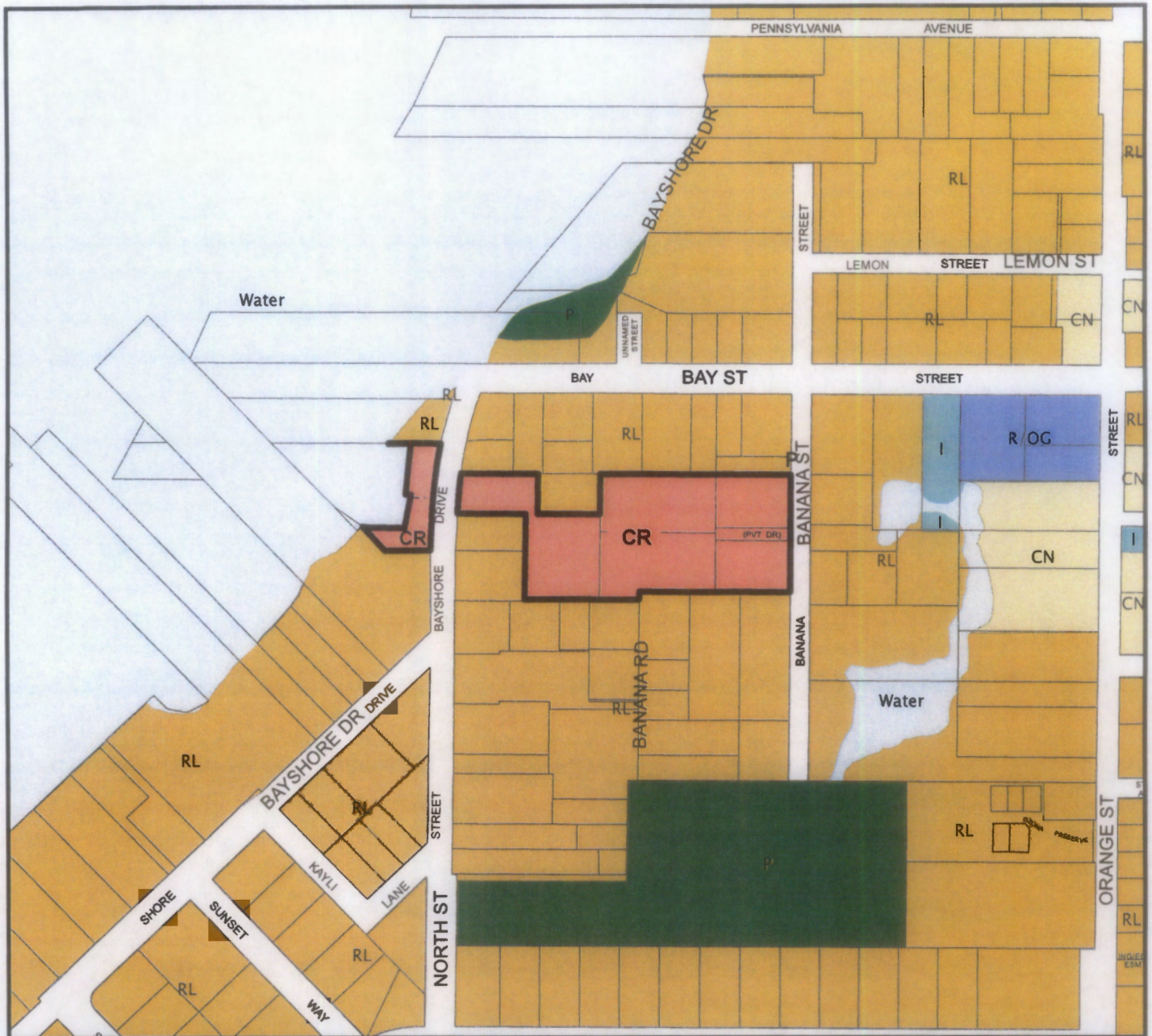
AREA: 3.3

CASE #: CW14-03

JURISDICTION: Pinellas County







**Map 5 - Proposed Countywide Plan Map**

**FROM: Residential Low**

**TO: Commercial Recreation**

**AREA: 3.3**

**CASE #: CW14-03**

**JURISDICTION: Pinellas County**

**NORTH**  
1" = 300'

**PINELLAS PLANNING COUNCIL**



**Council Staff Analysis  
Case CW 14-03 : Pinellas County  
January 8, 2014, PPC Meeting**

**Relevant Countywide Considerations:**

- 1) **Consistency with the Countywide Plan and Rules** – The amendment is submitted by Pinellas County and seeks to reclassify three parcels totaling 3.3 acres of land from Residential Low to Commercial Recreation. The majority of the property is developed with the Speckled Trout Marina. The property owner proposes to expand the marina use on the site, which includes expanded boat storage operations, improvements to the parking, stormwater treatment, and landscaping. The owner also proposes a duplex to be used for transient accommodations. This marina has been at this location for many years and is currently operating as a non-conforming use on the western two parcels. It has been stated that without the amendment the current marina could continue operating, but the expansion could not take place.

The proposed expansion would be limited by an accompanying development agreement and the County's conditional use process. The site is adjoined by single family residences on the north, south, east, and St. Joseph's Sound on the west.

<b>Countywide Future Land Use</b>	<b>Current Acreage</b>	<b>Proposed Acreage</b>
Residential Low (RL)	3.3	-
Commercial Recreation (CR)	-	3.3
<b>TOTAL</b>	<b>3.3</b>	<b>3.3</b>

The current Residential Low (RL) category is used to depict areas that are primarily well-suited for low density residential at a maximum density of 5.0 dwelling units per acre. This category can be considered consistent with the surrounding single-family neighborhoods and the site is served and has adequate access to minor and collector roadways.

The application of Commercial Recreation to the site, coupled with the development agreement submitted in support of the application, is also consistent with the Countywide Rules.

The proposed Commercial Recreation category is used to depict those areas of the county that are now developed, or appropriate to be developed, in a manner designed to provide commercial recreation activities; and to recognize such areas as primarily well-suited for commercial recreation

consistent with the need, scale, and character of adjoining areas which they serve.

Additionally, the Countywide Rules state that the CR category is generally appropriate to locations adjacent to activity centers or areas designated for commercial use; in water-dependent locations for marina and boat service use; and with good access to major transportation facilities so as to serve the commercial recreation and major sports facility needs of the resident and tourist population of the county. Of course a major sports facility would not be appropriate in this location; however the current and proposed expanded use is a water-dependent location for marina and boat service use and will serve the commercial recreation needs of the resident and tourist population of the immediate area and other parts of the county by remaining a public-accessible marina.

The CR category, with all the potential uses allowed, adjacent to the surrounding single family uses is in the broadest sense inconsistent with these surrounding uses. However, with the significant restrictions on the type of use allowed on site as detailed in the development agreement, as well as the various conditional use related items used to mitigate adverse impacts to surrounding uses, negative impacts to these surrounding uses and areas should be minimal at worst.

Lastly, the proposed CR category coupled with the development agreement will significantly limit the density allowed on the current RL today and the proposed CR as determined by the Countywide Rules.

Development	Calculation	Total Units
Current RL	5upa x 3.3 acres	17 units
Proposed CR	24upa x 3.3 acres	79 units
CR as limited by the D.A.	-	2 transient units

Therefore, the requested amendment to CR, coupled with the development agreement, can be deemed consistent with this Relevant Countywide Consideration.

- 2) **Adopted Roadway Level of Service (LOS) Standard** – The amendment area is not located on, nor does it impact, a roadway with an LOS of “D” or below.
- 3) **Location on a Scenic/Non-Commercial Corridor (SNCC)** – The amendment area is not located on a SNCC, so these policies are not applicable.

- 4) **Coastal High Hazard Areas (CHHA)** – The amendment area is located within the CHHA and is therefore subject to the Countywide Rules criteria regarding development in the CHHA. These criteria are used for reviewing proposed amendments that would increase density or intensity, or that would permit certain uses, within the CHHA. The Council and the Countywide Planning Authority may, at their discretion, consider approving such amendments based on a balancing of the ten criteria below:

- *Distinction Between Direct Storm Damage and Damage to Evacuation Routes* – The requested amendment is for a parcel that is included within the CHHA because of evacuation difficulties caused by projected storm damage to evacuation routes, not because of predicted storm damage to the parcel, and where it can be established that adequate evacuation routes are available.

The amendment area is included in the CHHA because it is directly susceptible to storm damage. With respect to evacuation routes, the area is approximately 1 mile away from the nearest route, Alternate US19, which is a designated hurricane evacuation route.

- *Access to Emergency Shelter Space and Evacuation Routes* – The uses associated with the requested amendment will have access to adequate emergency shelter space as well as evacuation routes with adequate capacities and evacuation clearance times.

Emergency shelter space throughout Pinellas County is in a deficient condition. However, the proposed amendment to CR, with the further use restrictions included in the development agreement will reduce the potential number of residential units on the subject site to two transient units.

- *Utilization of Existing and Planned Infrastructure* – The requested amendment will result in the utilization of existing infrastructure as opposed to requiring the expenditure of public funds for the construction of new, unplanned infrastructure with the potential to be damaged by coastal storms.

The County does not anticipate that the development will require public funds for construction of new infrastructure to accommodate this proposal.

- *Utilization of Existing Disturbed Areas* – The requested amendment will result in the utilization of existing disturbed areas as opposed to natural areas that buffer existing development from coastal storms.

Development on the subject site will primarily impact disturbed land, since a majority of the subject site is already developed. No natural buffer areas are proposed to be disturbed.

- Maintenance of Scenic Qualities and Improvements of Public Access to Water – The requested amendment will result in the maintenance of scenic qualities, and the improvement of public access, to the Gulf of Mexico, inland waterways (such as Boca Ciega Bay), and Tampa Bay.

The proposed redevelopment will not change the scenic qualities since the site is currently developed. The proposed expansion of the marina will improve the public access to the inland waterways, and the Gulf of Mexico.

- Water Dependent Use – The requested amendment is for uses, which are water dependent.

The proposed marina development is a water dependent use.

- Integral Part of Comprehensive Planning Process – The requested amendment has been initiated by the local government as an integral part of its comprehensive planning process consistent with the local government Comprehensive Plan.

The County supports the request, finding that this amendment will cause the use on the site to be considered consistent with their comprehensive plan and compatible with the surrounding area.

- Part of Community Redevelopment Plan – The requested amendment is included in a Community Redevelopment Plan as defined by Florida Statutes for a downtown or other designated redevelopment areas.

The amendment area is located within Pinellas County's Ozona Community Overlay area which recognizes that the Ozona neighborhood contains a unique but compatible mix of residential and commercial activities, and that marinas provide an ambience that is consistent with the waterfront heritage of Ozona.

- Overall Reduction of Density and Intensity – The requested amendment would result in an increase in density or intensity on a single parcel, in concert with corollary plan amendments which result in the overall reduction of development density or intensity in the surrounding CHHA.

The County has not proposed corollary reductions in density to balance this amendment. However, the proposed amendment to CR, with the further use restrictions included in the development agreement will

reduce the potential number of residential units on the subject site to two transient units.

- *Clustering of Uses – The requested amendment within the CHHA provides for the clustering of uses on a portion of the site outside the CHHA.*

The entire site is located within the CHHA; therefore this policy is not applicable.

Therefore, the requested amendment conforms to the terms set forth for consideration of an amendment in the CHHA, on balance it is suggested that the proposed CR category, with the further use restrictions included in the development agreement, will have little impact on these criteria.

- 5) **Designated Development/Redevelopment Areas** – The amendment area is not located in, nor does it impact a designated development or redevelopment area.
- 6) **Adjacent To or Impacting An Adjoining Jurisdiction or Public Educational Facility** – The amendment area is not located adjacent to an adjoining jurisdiction.

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**

Pinellas County has submitted a development agreement (between Pinellas County and Speckled Trout Boatyard Inc., Speckled Trout Holdings Inc., Speckled Trout Landing Inc., Speckled Trout Marina LLC.) in support of the application for Countywide Plan Map amendment. The agreement includes the following major items:

- Develop the property in conformance with the concept plan attached to the Development Agreement, including full site plan review compliance;
- The property owner will apply for (within one year of approval) and retain State of Florida certification as a Clean Marina;
- Limit hours of operation from sunrise to sunset;
- Limit exterior lighting on the property to low levels away from residential areas;
- Outdoor intercoms are not allowed;
- To limit vehicle access to Banana Street for routine grounds maintenance only (i.e., no customer access);
- Limit the eastern end of the site to stormwater retention and buffering;

- To allow only minimal boat maintenance, limiting such activities that emit noise or noxious odors;
- To construct a duplex on Parcel 3 (westernmost parcel), with no other residential development permitted;
- To limit a bait/snack shop to a maximum of 300 square feet, on Parcel 3;
- Restrict certain areas on the site for only vehicle parking and only boat storage;
- To list setback limits, landscaping and buffering requirements;
- To enter into the development agreement for a term of 5 years;
- Establish and record a perpetual deed restriction encumbering the property to only a commercial marina and its accessory uses or residential uses as allowed by applicable statutes, codes, laws, rules, and regulations;

These restrictions attempt to mitigate many of the potential negative impacts associated with uses in the Commercial Recreation category and should the application ultimately be approved by the Council and the Countywide Planning Authority will help to ensure that the use is compatible with the adjoining residential uses.

**Conclusion:**

***On balance, it can be concluded that the requested amendment from Residential Low to Commercial Recreation, subject to the accompanying development agreement, is deemed consistent with the Relevant Countywide Considerations found in the Countywide Rules.***

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("AGREEMENT") is dated \_\_\_\_\_, 2013, effective as provided in Section 5 of this Agreement, and entered into between SPECKLED TROUT BOATYARD, INC., a Florida corporation, SPECKLED TROUT HOLDINGS, INC., a Florida corporation, SPECKLED TROUT LANDING, INC., a Florida Corporation, and SPECKLED TROUT MARINA, LLC, a Florida corporation (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").

### RECITALS:

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 3.25 acres m.o.l. of upland real property located at generally at 343 Bayshore Blvd. (collectively, "PROPERTY"), which is located in the unincorporated area of the County, more particularly described on composite Exhibit "A" attached hereto and as identified by owner and parcel identification numbers on Exhibit A-1.

D. In 1995, the COUNTY approved the non-conforming use for the parking of cars and the storage of boat trailers and boats on trailers and for the minimal maintenance of the boats by their owners on a portion of the Property shown as Parcels 1 and 3 (the "NC-40 PROPERTY") on the attached Concept Plan attached hereto as Exhibit "B" ("CONCEPT PLAN").

E. In 2012, OWNER purchased the adjacent property shown as Parcel 2 on the Concept Plan ("RESIDENTIAL PROPERTY") and desires to develop and use a portion of the RESIDENTIAL PROPERTY for marina purposes in accordance with the zoning designation sought, with such development generally limited by this AGREEMENT.

F. The PROPERTY currently has a land use designation of Residential Low ("RL") and is zoned R-4, One, Two and Three-Family Residential District ("R-4"), subject to the NC-40 non-conforming determination as to the NC-40 PROPERTY.

G. The OWNER has requested that the COUNTY place a land use designation of Commercial Recreation ("CR") and zoning designation of Commercial Recreation ("CR") and issue a conditional use for the operation of a commercial marina on the PROPERTY.

H. Upon effectiveness of this AGREEMENT, the existing marina use will be a conforming use under the County Code.

I. The COUNTY cannot justify the changes contemplated herein without restrictions as included in this Agreement and supports this change in zoning and land use designation based upon the provisions of the AGREEMENT.

J. 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.

K. 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 OWNER is the owner in fee simple of the PROPERTY, as shown on Exhibit A-1.

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 (i) obtaining final approval, (ii) effectiveness of a land use designation of CR and a zoning designation of CR, as requested on the PROPERTY, (iii) effectiveness of the Conditional Use on the Property, and (iv) the passage of time for all appeals periods.

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 approval of the Agreement except 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 substantially in conformance with the CONCEPT PLAN.

6.1.3.2 OWNER shall comply with the building intensities and height required by the PROPERTY'S zoning and land use designations, unless otherwise modified by this AGREEMENT.

6.1.3.3 OWNER agrees to limit the use and development of the PROPERTY consistent with the restrictions included in the Conditional Use, attached hereto as Exhibit "C" ("Conditional Use Conditions").

6.1.3.4 Recording of Deed Restriction. Prior to the approval of a site plan or issuance of a development permit for the Property, OWNER shall record a deed restriction encumbering the Property in the official records of Pinellas County, Florida and deliver a copy of such recorded deed restriction to the Director of the 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 the Property as a commercial marina and its accessory uses, or residential uses as allowed by applicable statutes, codes, laws, rules and regulations. The deed restriction shall be perpetual and may be amended or terminated only with the consent of the County, which consent shall not be unreasonably withheld.

### 6.2. Obligations of the County

6.2.1 Concurrent with the approval of this AGREEMENT, the COUNTY shall promptly process an amendment to the land use plan and zoning designation for the PROPERTY as set forth in Recital G above, all in accordance with the CODE.

6.2.2 COUNTY will promptly process site and construction plan applications for the Property that are consistent with this AGREEMENT, the Comprehensive Plan and that meet the requirements of the CODE 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.

6.2.3 Pursuant to the terms herein and the CONCEPT PLAN, the COUNTY hereby grants a Conditional Use for the operation of the existing commercial marina and expansion of the existing use consistent with the Concept Plan, pursuant to Section 138-890(1). The commercial marina includes a boat ramp, snack and bait shop, parking for cars and boat trailers, parking and storage of boats on trailers, and additional parking for customers, subject to the terms included herein and the Conditional Use Conditions.

6.2.4 The final effectiveness of the redesignation referenced in Section 6.2.1. and this Development Agreement are subject to:

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

6.2.4.2 The expiration of any appeal periods or, if an appeal is filed, at the conclusion of such appeal; and

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 the concurrency ordinance provisions applicable at the time of development approval. With respect to transportation, the concurrency provisions for the proposed development have been met.

- 7.1. Potable water from Pinellas County
- 7.2. Sewer service from Pinellas County.
- 7.3. Fire protection from Palm Harbor Fire District.
- 7.4. Drainage facilities for the PROPERTY will be provided by OWNER.

SECTION 8. REQUIRED LOCAL GOVERNMENT PERMITS. The required local government development permits for development of the PROPERTY include, without limitation, the following:

- 8.1. Site plan approval(s) and associated utility licenses and right-of-way utilization permits;
- 8.2. Construction plan approval(s);
- 8.3. Building permit(s); and
- 8.4. Certificate(s) of occupancy.

SECTION 9. CONSISTENCY. The COUNTY finds that development of the PROPERTY consistent with the terms of this AGREEMENT is consistent with the Pinellas County Comprehensive Plan.

Section 10. Termination.

10.1 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.

10.2 In the event of termination pursuant to Section 10.1, or failure to commence the development of the PROPERTY within the duration of the AGREEMENT as defined in Section 5 above, the COUNTY shall have the option to return the PROPERTY 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.

Section 11. Other Terms and Conditions.

11.1. Except in the case of termination, until five (5) years after the 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:

11.1.1 They are not in conflict with the laws and policies governing this AGREEMENT and do not prevent development of the land uses, intensities, or densities in the AGREEMENT;

11.1.2 That substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement;

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

11.1.4 They are specifically anticipated and provided for in this Agreement;

11.1.5 The local government demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this AGREEMENT; or

11.1.6 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: T. Richard Bennett  
Speckled Trout Marina, LLC  
343 Bayshore Road  
Palm Harbor, FL 34683

With copy to: Katherine E. Cole, Esq.  
Hill Ward Henderson  
311 Park Place, Suite 240  
Clearwater, FL 33770  
Email: [kcole@hwhlaw.com](mailto:kcole@hwhlaw.com)

If to COUNTY: Pinellas County Board of County Commissioners  
c/o County Attorney's Office  
315 Court St.  
Clearwater, FL 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 (3<sup>rd</sup>) day following deposit in the United States mail, certified mail, return receipt requested. The parties may change the addresses set forth above (including the addition of a mortgagee to receive copies of all notices), by notice in accordance with this Section.

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

SECTION 15. MINOR NON-COMPLIANCE. OWNER will not be deemed to have failed to comply with the terms of this AGREEMENT in the event such non-compliance, in the judgment of the County Administrator, reasonably exercised, as a minor or inconsequential nature.

SECTION 16. COVENANT OF COOPERATION. The parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this AGREEMENT and in achieving the completion of development of the PROPERTY.

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

SECTION 18. COMPLETION OF AGREEMENT. Upon the completion of performance of this AGREEMENT or its revocation or termination, a statement evidencing such completion, revocation or termination shall be signed by the parties hereto and recorded in the official records of the COUNTY.

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

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

SECTION 21. PARTIAL INVALIDITY. If any term or provision of this AGREEMENT or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this AGREEMENT, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall with the remainder of this AGREEMENT continue unmodified and in full force and effect. Notwithstanding the foregoing, if such responsibilities of any party thereto to the extent that the purpose of this AGREEMENT or the benefits sought to be received hereunder are frustrated, such party shall have the right to terminate this AGREEMENT upon fifteen (15) days notice to the other parties.

SECTION 22. GOVERNING LAW. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflict of laws principles of such state.

SECTION 23. COUNTERPARTS. This AGREEMENT may be executed in counterparts, all of which together shall continue one and the same instrument.

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

WITNESSES:

LLC, a Florida limited liability company

Speckled Trout Marina,

Denna V Taylor Bennett  
Printed Name: Denna V Taylor-Bennett

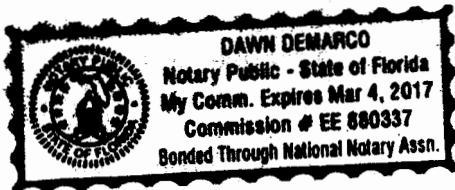
By T. Richard Bennett  
T. Richard Bennett, Manager

Jill B Howard  
Printed Name: Jill B Howard

STATE OF FLORIDA )

COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 12 day of November, 2013, by T. Richard Bennett, Manager, Speckled Trout Marina, LLC, a Florida limited liability company, on behalf of the company. He ☐ is personally known to me or ☒ produced FL. DL as identification.



[Signature]  
Notary Public

Print Name: \_\_\_\_\_

WITNESSES:

Speckled Trout Holdings, Inc.

Denna V Taylor Bennett  
Printed Name: Denna V Taylor Bennett

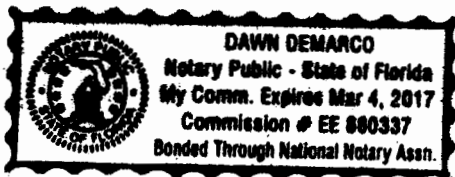
By: T. Richard Bennett  
T. Richard Bennett  
President

Jill B Howard  
Printed Name: Jill B Howard

STATE OF FLORIDA )

COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 12 day of November, 2013, by T. Richard Bennett, President, Speckled Trout Holdings, Inc., a Florida corporation, on behalf of the corporation and company. He ☐ is personally known to me or ☒ produced Fl. Id. as identification.



[Signature]  
Notary Public

Print Name: \_\_\_\_\_

WITNESSES:

Speckled Trout Boatyard, Inc.

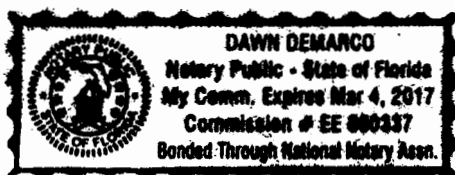
Dawn V. Taylor Bennett  
Printed Name: Dawn V Taylor-Bennett  
Will B Howard  
Printed Name: Will B Howard

By: T. Richard Bennett  
T. Richard Bennett  
President

STATE OF FLORIDA )

COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 12 day of November, 2013, by T. Richard Bennett, President, Speckled Trout Boatyard, Inc., a Florida corporation, on behalf of the corporation and company. He ☐ is personally known to me or ☒ produced FL. ID as identification.



[Signature]  
Notary Public  
Print Name: \_\_\_\_\_



WITNESSES:

Speckled Trout Landing, Inc.

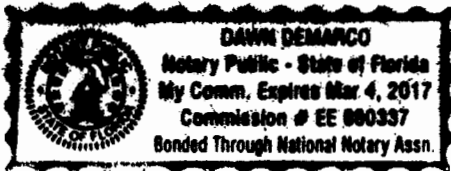
Denna V Taylor Bennett  
Printed Name: Denna V Taylor Bennett  
Jill B Howard  
Printed Name: Jill B Howard

By: T. Richard Bennett  
T. Richard Bennett  
President

STATE OF FLORIDA )

COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 17 day of November, 2013, by T. Richard Bennett, President, Speckled Trout Landing, Inc., a Florida corporation, on behalf of the corporation and company. He ☐ is personally known to me or ☒ produced FL. D.H. as identification.



[Signature]  
Notary Public

Print Name: \_\_\_\_\_

ATTEST: KEN BURKE, CLERK

PINELLAS COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Chairman, Board of County  
Commissioners

Approved as to Form:

[Signature]  
Office of County Attorney

**EXHIBIT "A"**

Legal Description of Property  
(Shimp Sketch)

## LEGAL DESCRIPTION

### PARCEL 1

THAT PART OF BLOCK 6, OF FUTRELL'S SUBDIVISION, AS RECORDED IN DEED BOOK S, PAGE 234, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID BLOCK 6, RUN S00°51'10"W ALONG THE EAST LINE OF BLOCK 6, 396.0 FEET; THENCE RUN N89°41'17"W PARALLEL TO THE NORTH LINE OF BLOCK 6, 300.0 FEET; THENCE S00°51'10"W 16.0 FEET; THENCE N89°42'17"W 80.0 FEET FOR A POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING, CONTINUE N89°42'17"W 150 FEET; THENCE N00°51'10"E 97.0 FEET; THENCE N89°42'17"W 150.0 FEET; THENCE N00°51'10"E 154.0 FEET; THENCE S89°42'17"E 300.0 FEET; THENCE S00°51'10"W 251.0 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ROAD RIGHT OF WAY.

LESS AND EXCEPT:

THAT PART OF BLOCK 6, OF FUTRELL'S SUBDIVISION, AS RECORDED IN DEED BOOK S, PAGE 234, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID BLOCK 6, RUN S00°51'10"W ALONG THE EAST LINE OF BLOCK 6, 396.0 FEET; THENCE RUN N89°42'17"W PARALLEL TO THE NORTH LINE OF BLOCK 6, 300 FEET; THENCE S00°51'10"W 16.0 FEET; THENCE N89°42'17"W 230.0 FEET; THENCE N00°51'10"E 97 FEET TO A POINT OF BEGINNING; THENCE N89°42'17"W 150 FEET TO THE RIGHT-OF-WAY LINE OF BAYSHORE DRIVE; THENCE N00°51'10"E 74 FEET; THENCE S89°42'17"E 150 FEET; THENCE S00°51'10"W 74 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

THAT PART OF BLOCK 6, OF FUTRELL'S SUBDIVISION, AS RECORDED IN DEED BOOK S, PAGE 234, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID BLOCK 6, RUN S00°51'10"W ALONG THE EAST LINE OF BLOCK 6, 396.00 FEET; THENCE RUN N89°42'17"W PARALLEL TO THE NORTH LINE OF BLOCK 6, 300.00 FEET; THENCE S00°51'10"W 16.0 FEET; THENCE N89°42'17"W 80.00 FEET; THENCE N00°51'10"E 171.00 FEET TO THE POINT OF BEGINNING; THENCE N89°42'17"W 125.00 FEET; THENCE N00°51'10"E 80.00 FEET; THENCE S89°42'17"E 125.00 FEET; THENCE S00°51'10"W 80.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

### PARCEL 2

A PORTION OF BLOCK 6, FUTRELL'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 28 SOUTH, RANGE 15 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN DEED BOOK S, PAGES 234 AND 235, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 6; THENCE S00°51'10"W, ALONG THE EAST BOUNDARY OF SAID BLOCK 6, A DISTANCE OF 161.00 FEET TO THE POINT OF BEGINNING; THENCE S00°50'21"W, ALONG SAID EAST BOUNDARY OF BLOCK 6, A DISTANCE OF 234.92 FEET; THENCE N89°43'12"W, A DISTANCE OF 299.85 FEET; THENCE S00°52'58"W, A DISTANCE OF 16.14 FEET; THENCE N89°40'02"W, A DISTANCE OF 80.06 FEET; THENCE N00°51'07"E, A DISTANCE OF 251.18 FEET; THENCE S89°41'26"E, A DISTANCE OF 379.86 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 3

A PORTION OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 6 OF FUTRELL'S SUBDIVISION, AS RECORDED IN DEED BOOK S, PAGE 234, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART; THENCE PROCEED DUE WEST FOR 623 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF BAY STREET WITH THE EAST RIGHT-OF-WAY OF SECTION AVENUE (BAYSHORE DRIVE); THENCE SOUTHWESTERLY ALONG THE EAST RIGHT-OF-WAY OF SECTION AVENUE (BAYSHORE DRIVE) FOR 165.33 FEET TO THE SOUTHWEST CORNER OF SAM AVERETT PROPERTY; THENCE N89°38'43"W FOR 60 FEET TO THE WEST RIGHT-OF-WAY OF SECTION AVENUE (BAYSHORE DRIVE) FOR A POINT OF BEGINNING; THENCE N00°53'53"E FOR 61.00 FEET TO THE SOUTHEAST CORNER OF GULFSIDE PROPERTIES TRACT; THENCE N89°38'43"W ALONG THE SOUTH LINE OF SAID GULFSIDE PROPERTIES TRACT FOR 44.08 FEET TO A POINT ON A LINE LYING 10 FEET WEST OF AND PARALLEL TO THE EXISTING SEAWALL; THENCE ALONG SAID LINE FOR THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) S00°43'21"E FOR 12.88 FEET, (2) S07°36'16"W FOR 90.07 FEET, (3) S84°46'21"E FOR 12.38 FEET, (4) S06°42'57"W FOR 51.94 FEET, (5) S68°43'01"W FOR 9.34 FEET TO A POINT ON A LINE LYING 10.00 FEET NORTH OF AND PARALLEL TO THE EXISTING SEAWALL; THENCE N84°51'30"W ALONG SAID LINE FOR 105.61 FEET; THENCE S55°38'32"E FOR 30.32 FEET; THENCE S42°30'36"E FOR 66.70 FEET; THENCE N89°58'19"E FOR 90.00 FEET TO THE WEST RIGHT-OF-WAY OF SAID SECTION AVENUE (BAYSHORE DRIVE); THENCE N00°53'53"E, FOR 153.78 FEET TO THE POINT OF BEGINNING.

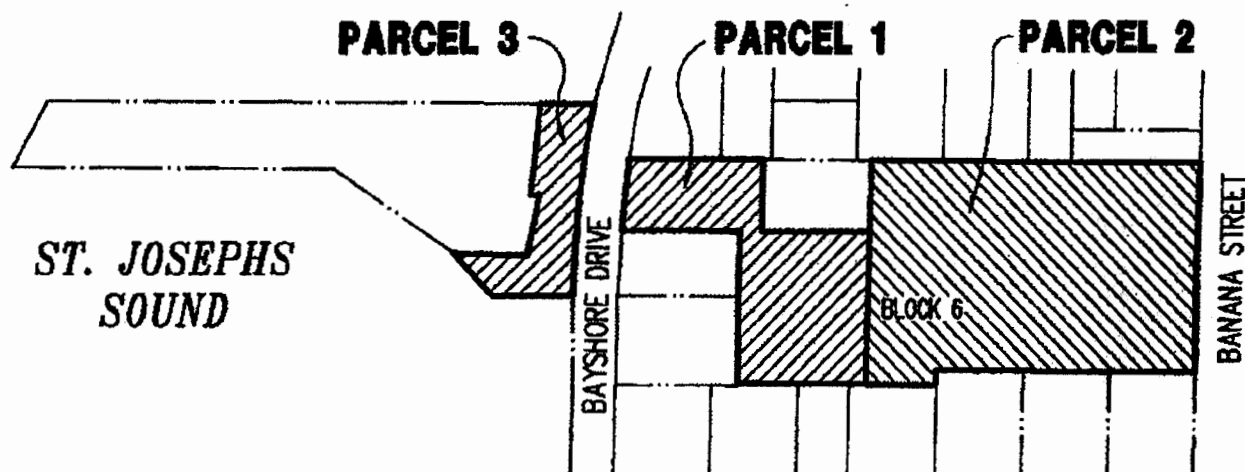
TOGETHER WITH ANY LANDS LYING BETWEEN SAID WEST RIGHT-OF-WAY OF SECTION AVENUE (BAYSHORE DRIVE), AS PLATTED, AND THE MONUMENTED WEST RIGHT-OF-WAY SAID SECTION AVENUE (BAYSHORE DRIVE).

SECTION . 10 & 11 . , TOWNSHIP . . . 28 . . . SOUTH, RANGE . . . 15 . . . EAST, . . . . . PINELLAS . . . . . COUNTY, FLORIDA

**LEGAL DESCRIPTION and SKETCH**  
THIS IS NOT A SURVEY



0 200  
**GRAPHIC SCALE**  
1 inch = 200 feet



CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON SUBSTANTIALLY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 5J-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED HEREON AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

*George A. Shimp III*

GEORGE A. SHIMP III, PROFESSIONAL SURVEYOR & MAPPER No. 6137

JOB NUMBER: 120137A

DATE SURVEYED: N/A

DRAWING FILE: 120137A.DWG

DATE DRAWN: 12-14-2012

LAST REVISION: SEE SHEET 1

X REFERENCE: SEE SHEET 1



**GEORGE A. SHIMP II  
AND ASSOCIATES, INCORPORATED**

LAND SURVEYORS LAND PLANNERS

3301 DASOTO BOULEVARD, SUITE D

PALM HARBOR, FLORIDA 34683

PHONE (727) 704-5496 FAX (727) 706-1256

LB 1834

SECTION 10 & 11, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

## LEGAL DESCRIPTION and SKETCH

THIS IS NOT A SURVEY

### ABBREVIATIONS

A = ARC LENGTH  
A/C = AIR CONDITIONER  
AF = ALUMINUM FENCE  
ALUM = ALUMINUM  
ASPH = ASPHALT  
BFE = BASE FLOOD ELEVATION  
BLDG = BUILDING  
BLK = BLOCK  
BM = BENCH MARK  
BNDRY = BOUNDARY  
BRG = BEARING  
BWF = BARBED WIRE FENCE  
C = CALCULATED  
CB = CHORD BEARING  
CBS = CONCRETE BLOCK STRUCTURE  
CHD = CHORD  
CL = CENTERLINE  
CLF = CHAIN LINK FENCE  
CLOS = CLOSURE  
COL = COLUMN  
CONC = CONCRETE  
CR = COUNTY ROAD  
C/S = CONCRETE SLAB  
COR = CORNER  
COV = COVERED AREA  
D = DEED  
DOT = DEPARTMENT OF TRANSPORTATION  
DRNG = DRAINAGE  
D/W = DRIVEWAY  
EL OR ELEV = ELEVATION  
EOP = EDGE OF PAVEMENT  
EOW = EDGE OF WATER  
ESMT = EASEMENT  
FCM = FOUND CONCRETE MONUMENT  
FES = FLARED END SECTION  
FIP = FOUND IRON PIPE  
FIR = FOUND IRON ROD  
FL = FLOW LINE  
FLO = FIELD  
FND = FOUND  
FOP = FOUND OPEN PIPE  
FPC = FLORIDA POWER CORP.

FPP = FOUND PINCHED PIPE  
FRM = FRAME  
FZL = FLOOD ZONE LINE  
GAR = GARAGE  
G/E = GLASS ENCLOSURE  
HWF = HOG WIRE FENCE  
HWL = HIGH WATER LINE  
INV = INVERT  
LB = LAND SURVEYING BUSINESS  
LFE = LOWEST FLOOR ELEV  
LHSM = LOWEST HORIZONTAL SUPPORTING MEMBER  
LS = LAND SURVEYOR  
M = MEASURED  
MAS = MASONRY  
MES = MITERED END SECTION  
MH = MANHOLE  
MHWL = MEAN HIGH WATER LINE  
MSL = MEAN SEA LEVEL  
NAB = NAIL AND BOTTLE CAP  
N&D = NAIL AND DISK  
N&T = NAIL AND TAB  
NGVD = NATIONAL GEODETIC VERTICAL DATUM  
NO = NUMBER  
O/A = OVERALL  
OHV = OVERHEAD WIRE(S)  
OR = OFFICIAL RECORDS  
O/S = OFFSET  
P = PLAT  
PB = PLAT BOOK  
PC = POINT OF CURVE  
POC = POINT OF COMPOUND CURVE  
PCP = PERMANENT CONTROL POINT  
PG = PAGE  
PK = PARKER KALON  
PL = PROPERTY LINE  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
POL = POINT ON LINE  
PP = POWER POLE  
PRC = POINT OF REVERSE CURVATURE  
PRM = PERMANENT REFERENCE MONUMENT

PROP = PROPERTY  
PSM = PROFESSIONAL SURVEYOR & MAPPER  
PT = POINT OF TANGENCY  
PWT = PAVEMENT  
RAD = RADIUS  
R = RECORD  
REF = REFERENCE  
RES = RESIDENCE  
RL = RADIAL LINE  
RLS = REGISTERED LAND SURVEYOR  
RND = ROUND  
RNG = RANGE  
RRS = RAIL ROAD SPIRE  
R/W = RIGHT-OF-WAY  
SCM = SET CONCRETE MONUMENT  
S/E = SCREENED ENCLOSURE  
SEC = SECTION  
SET N&D = SET NAIL AND DISK RLS# 2512  
SIR = SET 1/2" IRON ROD RLS# 2512  
SQ = SQUARE  
SRF = SPLIT RAIL FENCE  
SR = STATE ROAD  
STY = STORY  
SUB = SUBDIVISION  
S/W = SIDEWALK  
TB = "T" BAR  
TEM = TEMPORARY BENCH MARK  
TC = TOP OF CURB  
TOB = TOP OF BANK  
TOS = TOE OF SLOPE  
TRANS = TRANSFORMER  
TWP = TOWNSHIP  
TYP = TYPICAL  
UG = UNDERGROUND  
UTL = UTILITY  
WD = WOOD  
WF = WOOD FENCE  
WIF = WROUGHT IRON FENCE  
WT = WITNESS  
WRF = WIRE FENCE  
WV = WATER VALVE

\*\*\* ABBREVIATIONS MAY ALSO BE CONCATENATED AS REQUIRED.

\*\*\* OTHER COMMONLY RECOGNIZED AND/OR ACCEPTED ABBREVIATIONS ARE ALSO UTILIZED BUT NOT SPECIFIED HEREON.

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON SUBSTANTIALLY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 54-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED HEREON AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

*George A. Shimp II*

GEORGE A. SHIMP II, PROFESSIONAL SURVEYOR & MAPPER No. 6137

JOB NUMBER: 120137A

DATE SURVEYED: N/A

DRAWING FILE: 120137A.DWG

DATE DRAWN: 12-14-2012

LAST REVISION: SEE SHEET 1

X REFERENCE: SEE SHEET 1



LB 1834

**GEORGE A. SHIMP II  
AND ASSOCIATES, INCORPORATED**

LAND SURVEYORS LAND PLANNERS

3301 DeSOTO BOULEVARD, SUITE D

PALM HARBOR, FLORIDA 34683

PHONE (727) 784-5496 FAX (727) 706-1256

### Exhibit A-1

Entity	Tax Parcel Number	
Speckled Trout Holdings, Inc.	11/28/15/02542/000/0010 11/28/15/02542/000/0020 11/28/15/02542/000/0030 11/28/15/022542/000/0040	Residential Property
Speckled Trout Boatyard, Inc.	11/28/15/29898/006/0036	NC-40 Property
Speckled Trout Landing, Inc.	10/28/15/12816/001/1100	NC-40 Property
Speckled Trout Marina, LLC	11/28/15/02542/000/001	Former Private Road

## **EXHIBIT “B”**

### **Concept Plan**





Exhibit "C"

**PROPOSED CONDITIONS**

1. The **Property** is subject to the following General Conditions:

- a) Full site plan review, including review for compliance with County landscaping and parking regulations, is required for the Property (parcels 1, 2, and 3), with site development to be done substantially in conformance with the Concept Plan (attached).
- b) Property owner will apply for (within a year of site plan approval) and retain State of Florida certification as a Clean Marina.
- c) Hours of operation are sunrise to sundown.
- d) If security lighting and/or cameras are installed on the Property, the lighting shall be low level and lights/cameras shall be directed away from the adjacent residential areas. Outdoor intercoms are not permitted.
- e) No vehicular ingress or egress to the Property is allowed off of, or on to, Banana Street, unless for routine grounds maintenance.
- f) Minimal boat maintenance is allowed on the Property. However, crab trap storage, boat building activities, fiberglass repairs, engine rebuilding, spray painting, pressure washing of boats, sanding, blasting, or any other activity that emits noise or noxious odors in violation of County code are prohibited on the Property.
- g) Other than the duplex permitted on Parcel 3, no other residential development is permitted on the Property.
- h) Nothing herein shall restrict construction of restroom facilities on the Property consistent with an approved Site Plan.
- i) In the event any of the General or Specific Conditions are not met, the Board of County Commissioners may rescind the Conditional Use on this Property.

2. On **Parcel 1 of the Property**, the following Specific Conditions apply:

- a) On the northwestern-most "rectangle" of parcel 1 – vehicles, or vehicles with boat trailers, are permitted. Storage of boats is not permitted (*note that "vehicles" means passenger vehicles, not boats or boat trailers*); however, temporary drop off of boats is allowed prior to storage.
- b) On the southern "rectangle" of parcel 1, a 10 foot setback is required on the western and southern perimeter. Only vehicles are permitted to park within that setback area. Storage of boats and/or boat trailers is not permitted.
- c) Boat storage, including vehicles with boat trailers, may park elsewhere on that "rectangle," but not within the setback area described in 2b above.

- d) A six-foot high opaque fence or solid masonry wall is required along the southernmost, western and northern portions of the parcel which abut residential properties not owned by the Property owner, as depicted on the Concept Plan.

3. On **Parcel 2 of the Property**, the following Specific Conditions apply:

- a) On the northern side of the parcel, a landscape buffer/setback with an average width of 20 feet is required. The landscape buffer/setback may be of varying widths designed to accommodate/protect the existing trees as much as possible. No vehicles, boats, or trailers, may park, or be stored, within that setback/buffer area.
- b) On the southern side of the parcel, a landscape buffer/setback is required. The landscape buffer/setback shall generally average 10 feet, but can be variable in order to best protect/retain the existing trees. No vehicles, boats or trailers may park, or be stored, within the landscape buffer/setback area.
- c) Boats and boat trailers may be parked elsewhere on the parcel.
- d) A storage shed, no taller than 15 feet in height and no larger than 25 ft. by 40 ft. , is permitted on parcel 2; no other vertical development is allowed, except as provided in 1.h, above. There shall be no boat storage in the storage shed.
- e) A six-foot high opaque fence or solid masonry wall is required along the northern and southern perimeters of the parcel, as depicted on the Concept Plan. A similar fence is required along the eastern perimeter of the boat storage area but may include a locked gate for maintenance/emergency access.
- f) Regarding the portion of the parcel depicted on the Concept Plan as the Banana Street Buffer, no uses are permitted other than stormwater retention. To the extent possible, retention of tree canopy in the buffer area is required and will be addressed at the time of site plan review.

4. On **Parcel 3 of the Property**, the following Specific Conditions apply:

- a) A bait/snack shop, no larger than 300 square feet, is permitted on Parcel 3.
- b) A duplex is permitted to be constructed on Parcel 3; no other residential units are permitted.

**PAC AGENDA – SUMMARY AGENDA ACTION SHEET**  
**DATE: December 30, 2013**

ITEM	ACTION TAKEN	VOTE*
I. <u>MINUTES OF REGULAR PAC MEETING</u> <u>December 2, 2013</u>	<u>Approved</u> Motion: Dean Neal Second: Gordon Beardslee	7-0
II. <u>REVIEW OF PPC AGENDA FOR JAN. 8, 2014</u>		
A. <u>Subthreshold Land Use Plan Amendments -</u> None		
B. <u>Regular Land Use Plan Amendments -</u> 1. Case CW 14-01: Pinellas County	<u>Approved staff recommendation</u> Motion: Dean Neal Second: Jan Norsoph	7-0
2. Case CW 14-02: Pinellas County	After full discussion of issues relating to transfer of development rights, clustering, density bonuses, transit/arterial roads, and affordable housing bonuses, the PAC: <u>Concurred with staff recommendation to Deny "A" and included statement that the PAC saw the potential value of the Affordable Housing and Wetland Preservation and understood importance to developer and developing jurisdiction; noting there is a need to balance all criteria. In addition they felt this was not a significant future transit corridor and placing high density here was counter intuitive to the long term objectives.</u> Motion: Dean Neal Second: Jan Norsoph	6-1 Pinellas County dissenting
3. Case CW 14-03: Pinellas County	<u>Approved subject to Accompanying Development Agreement</u> Motion: Dean Neal Second: Jan Norsoph	7-0
4. Case CW 14-04: City of Largo	<u>Approved staff recommendation</u> Motion: Dean Neal Second: Matt McLachlan	7-0
C. <u>Amendment of the Countywide Rules re: Preservation of Industrial Lands</u>	<u>Approved staff recommendation</u> Motion: Dean Neal Second: Jan Norsoph	7-0
D. <u>Minor Plan Change: Case CW 97-62, SAP Change No. 2-2014: City of Largo</u>	<u>Approved/Accept for transmittal to the Countywide Planning Authority</u> Motion: Dean Neal Second: Matt McLachlan	7-0
E. <u>Annexation Report – December 2013</u>	It was noted that the report will be revised for PPC due to receipt of additional annexation reports <u>No Action – Information Only</u>	

DISCLOSURE OF INTEREST STATEMENT  
PINELLAS COUNTY PLANNING COUNCIL CASE NUMBER

SUBMITTING GOVERNMENT ENTITY: PINELLAS COUNTY

PPC OR CITY/TOWN CASE NUMBER: Z/LU-7-3-13

PROPERTY OWNER(S):

Name: Speckled Trout Marina, LLC Name: \_\_\_\_\_

Address: 343 Bayshore Drive  
Palm Harbor, FL 34683 Address: \_\_\_\_\_

ANY OTHER PERSONS HAVING ANY OWNERSHIP INTEREST IN THE SUBJECT PROPERTY:

Interest: Contingent: Absolute:

Name: N/A

A specific interest held:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INDICATION AS TO WHETHER A CONTRACT EXISTS FOR SALE OF SUBJECT PROPERTY, IF SO:

Contract is: \_\_\_\_\_ Contingent \_\_\_\_\_ Absolute

All Parties to Contract:

Name: N/A Name: \_\_\_\_\_

INDICATION AS TO WHETHER THERE ARE ANY OPTIONS TO PURCHASE SUBJECT PROPERTY, IF SO:

All Parties to Option:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

ANY OTHER PERTINENT INFORMATION WHICH APPLICANT MAY WISH TO SUBMIT PERTAINING TO  
REQUESTED PLAN AMENDMENT:

A Conditional Use with conditions and a Development Agreement.

NUMBER TO BE ASSIGNED BY PLANNING COUNCIL STAFF

APPLICATION FOR COUNTYWIDE FUTURE LAND USE PLAN AMENDMENTS

Please include all information below to ensure the application for Countywide Plan Map amendment can be processed. If additional space is needed, please number and attach additional sheets.

Countywide Plan Map Information

- |  |                       |
|--|-----------------------|
| 1. Current Countywide FLUP Designation(s)  | Residential Low       |
| 2. Proposed Countywide FLUP Designation(s) | Commercial Recreation |

Local Plan Map Information

- |   |  |
|---|--|
| 1. Local Map Amendment Case Number      | Z/LU/CU-7-3-13                           |
| 2. Current Local Plan Designation(s)    | Residential Low                          |
| 3. Current Local Zoning Designation(s)  | R-4, One, Two & Three Family Residential |
| 4. Proposed Local Plan Designation(s)   | Commercial Recreation                    |
| 5. Proposed Local Zoning Designation(s) | CR, Commercial Recreation                |

Site and Parcel Information

- |   |  |
|---|--|
| 1. Parcel Number(s) of area(s) proposed to be amended – Sec/Twp/Rng/Sub/Blk/Lot<br>(and/or legal description, as necessary) | 11/28/15/29898/006/0036  |
| 2. Location   | Approximately 3.25 acres located 160 ft. south of Bay Street and being on the east and west side of Bayshore Drive (address being: 343 Bayshore Drive, Ozona). |
| 3. Acreage  | 3.25   |
| 4. Existing use(s)  | Marina   |
| 5. Existing density and/or floor area ratio   | 5 unit per acre  |
| 6. Name of project (if applicable)  | Speckled Trout Marina  |

Local Action

1. Date local ordinance was considered at public hearing and authorized by an affirmative vote of the governing body for transmittal of, and concurrence with, the local government future land use plan map amendment.
2. If the local government chooses to submit a development agreement in support of this application, the date the agreement was approved at public hearing by the legislative body. Any development agreement submitted as part of an application of Countywide Plan Map amendment may become a condition of approval of the amendment and will be subject to the provisions of Section 5.1.4 of the Countywide Rules.

Other Items to Include:

1. Cover letter or email to the Executive Director indicating the request for Countywide Plan Map amendment, including, ordinance number, ordinance status, and local action to date.
2. Copy of local ordinance.
3. If applicable, a copy of the development agreement approved by the legislative body and executed by the applicant property owner and other private party(ies) to the agreement.
4. Disclosure of Interest Statement.
5. Staff report.
6. Local plan and zoning maps showing amendment area.
7. If applicable, proposed demarcation line for environmentally sensitive areas.

*Forms available online at [www.pinellasplanningcouncil.org/amendment.htm](http://www.pinellasplanningcouncil.org/amendment.htm)*