

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** May 6, 2014

**AGENDA ITEM NO.** 12a-b.

**Consent Agenda**



**Regular Agenda**



**Public Hearing**



**County Administrator's Signature:**

**Subject:**

Minor Plan Change: Case CW 10-21 (SAP Change No. 1-2014) – City of Tarpon Springs  
Amended Development Agreement: Case CW 10-11 – City of Clearwater

**Department:**

Planning and Development Services

**Staff Member Responsible:**

Jacob Stowers, Executive Director

**Recommended Action:**

IT IS RECOMMENDED THE BOARD OF COUNTY COMMISSIONERS (BOARD), SITTING AS THE COUNTYWIDE PLANNING AUTHORITY (CPA), RECEIVE AND ACCEPT THE PROPOSED MINOR PLAN CHANGE TO THE SPONGE DOCKS AND COMMUNITY REDEVELOPMENT AREA SPECIAL AREA PLAN CASE CW 10-21 (SAP CHANGE NO. 1-2014) OF TARPON SPRINGS, AND THE PROPOSED AMENDED DEVELOPMENT AGREEMENT TO CASE CW10-11 OF CLEARWATER.

**Summary Explanation/Background:**

The Board has received a proposed minor change to the Sponge Docks and Community Redevelopment Area Special Area Plan (CW 10-21 (SAP Change No. 1-2014)) and a proposed amended Development Agreement associated with Clearwater Case CW 10-11. These proposals were reviewed by the Pinellas Planning Council (PPC or Council) on April 9, 2014.

Case CW 10-21 (SAP Change No. 1-2014) Minor Special Area Plan Change, is a submittal by the City of Tarpon Springs to amend the Sponge Docks and Community Redevelopment Area Special Area Plan (SAP). The proposal would remove the maximum density standard within the Downtown character district as identified in the SAP. As a result of this proposed amendment there would be no upper limit applied to residential density in the Downtown Character District resulting from the transfers of residential density into the character district. The amendment will not increase the overall residential density within the SAP, nor increase residential density within the Coastal High Hazard Area. County staff concurs with the PPC recommendation that the CPA receive and accept the minor changes to the SAP.

Case CW 10-11 is a submittal by the City of Clearwater to amend the Development Agreement that accompanied a Countywide Plan Map amendment for a property located on the southwest corner of Belcher Road and Gulf-to-Bay Boulevard. The FLUP amendment, approved in 2010, reclassified a 30-acre site from Residential Low Medium and Water to Residential Medium (RM), up to 15 units an acre, and Residential/Office/Retail (R/O/R). The Development Agreement was previously amended in 2011. The PPC concluded that the proposed changes to the Development Agreement do not warrant reconsideration of the 2010 FLUP amendment and recommends that the CPA receive and accept the proposed 2014 Development Agreement amendments. County staff concurs with this recommendation.

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

None

**Exhibits/Attachments Attached:**

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: April 1, 2014 Countywide Planning Authority Agenda  
Part II A. and B. – Regular Agenda

DATE: April 1, 2014

**RECOMMENDATION:** THE PINELLAS PLANNING COUNCIL RECOMMENDS THE BOARD, IN YOUR CAPACITY AS THE COUNTYWIDE PLANNING AUTHORITY, RECEIVE AND ACCEPT THE PROPOSED MINOR CHANGE TO THE SPONGE DOCKS AND COMMUNITY REDEVELOPMENT AREA SPECIAL AREA PLAN (CASE 10-21 (SAP CHANGE NO. 1-2014) AND THE PROPOSED AMENDED DEVELOPMENT AGREEMENT TO CITY OF CLEARWATER CASE CW 10-11, AS OUTLINED BELOW.

**DISCUSSION:** The Countywide Planning Authority has received two items for receipt and acceptance, as described below:

**Part II A. – Case CW 10-21 (SAP Change No. 1-2014) Minor Special Area Plan Change – City of Tarpon Springs:**

The City of Tarpon Springs proposes to amend the Sponge Docks and Community Redevelopment Area Special Area Plan to address residential unit transfers to the Downtown character district. The amendment promotes the concentration of residential density within the Downtown character district but does not increase the overall residential density within the Special Area Plan. Staff has reviewed the proposed revisions to the special area plan and has concluded that these changes are not considered to be substantive relative to the Countywide Rules and the CRD plan category.

***The Pinellas Planning Council, by a vote of 11-0, received and accepted the proposed Minor Change to the Sponge Docks and Community Redevelopment Area Special Area Plan and authorized transmittal to the Countywide Planning Authority for Receipt and Acceptance.***

**Part II B. – Case CW 10-11 – City of Clearwater – Amended Development Agreement**

City of Clearwater case located on the southwest corner of Belcher Road and Gulf to Bay Boulevard

The Pinellas Planning Council recommends that the Amended Development Agreement, which includes a reduction in commercial floor area, a change in specific non-residential uses allowed, and decreases a parking requirement, is minor in nature and does not require a reconsideration of the original Countrywide Plan Map Amendment.

***The Pinellas Planning Council, by a vote of 11-0, received and accepted the proposed Development Agreement Amendment and authorized transmittal to the Countywide Planning Authority for Receipt and Acceptance.***

Case CW 10-11  
Amended Development Agreement  
City of Clearwater

# PINELLAS PLANNING COUNCIL AGENDA MEMORANDUM

**AGENDA ITEM:** IV B.

**MEETING DATE:** April 9, 2014

**SUBJECT:** Amended Development Agreement

**CASE #:** CW 10-11

**JURISDICTION:** Clearwater

**LOCATION:** Southwest corner of Belcher Road and Gulf to Bay Boulevard

**RECOMMENDATION:** Council, Based On Accompanying Findings, Receive And Accept The Proposed Development Agreement Amendment And Transmit To The Countywide Planning Authority For Receipt And Acceptance.

## **I. BACKGROUND**

This amendment to a development agreement is submitted by the City of Clearwater for case CW10-11, originally approved by the Council on April 21, 2010, and the Countywide Planning Authority (CPA) on May 18, 2010. The 2010 Countywide Plan Map amendment reclassified a 30 acre site from Residential Low Medium and Water to Residential Medium and Residential/Office/Retail (R/O/R). The property owners proposed multifamily residential and commercial uses on the site.

The Council and CPA received and accepted the first amendment to the development agreement in September and October, respectively, of 2011. The 2011 amendments acknowledged a revised site plan, decreased parking requirements, and addressed timing of transportation obligations.

The Council is seeing this development agreement again because it has again been amended. The Countywide Rules state that an amended development agreement must be reviewed with respect to the consistency criteria and relevant countywide considerations pertaining to the original Countywide Plan Map amendment. This review would conclude whether the development agreement amendment requires the original map amendment be reconsidered.

After receiving a recommendation from the PPC, the CPA can conclude that the amendment will require reconsideration of the Countywide Plan Map amendment. If the CPA makes that determination there are a number of options available to the local government as outlined in Section 5.1.4.3 of the Countywide Rules. However, it is Council staff's

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

Council received and accepted the proposed City of Clearwater Development Agreement Amendment to Case CW 10-11 and authorized transmittal of this item to the Countywide Planning Authority for Receipt and Acceptance (vote 11-0)

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

recommendation that the amendments simply be received and accepted since they do not conflict with the Countywide Rules and are not significant enough to cause a material change in the original approval requiring its reconsideration.

## ***II. FINDINGS***

**Staff submits the following findings in support of the fact that the development agreement amendment does not require the original Plan Map amendment to which it corresponded be reconsidered, and therefore offer a recommendation for receipt and acceptance of the amended development agreement:**

The original development agreement submitted with the amendment contained the following major items:

- The portion of the amendment area proposed to be amended to R/O/R shall have no more than 90,000 square feet of non-residential square footage where 202,000 square feet would otherwise be allowed;
- The portion of the amendment area proposed to be amended to RM shall have no more than 243 multi-family residential units where 276 units would otherwise be allowed;
- Commitment to transportation-related items; and
- The development agreement is for a term of 10 years.

The 2011 amended development agreement made the following changes:

- Acknowledgement of a new site plan providing for 59,159 square feet of commercial floor area, where 82,999 square feet was originally approved;
- Decreased the parking requirements due to the less intensive commercial development, changing the requirements to specific ratios per use instead of the 495 parking spaces originally approved; and
- Added that all the transportation obligations related to the commercial portion (parcel 1) be completed prior to certificate of occupancy for that portion and all the transportation obligations related to the residential portion (parcel 2) be completed prior to certificate of occupancy for that portion where it was not included in the original development agreement.

The 2014 amended development agreement makes the following changes:

- Acknowledgement of the second amended site plan providing for 64,333 square feet of commercial floor area, where 82,999 square feet was originally approved;
- Allows vehicle service (major) as a use, in addition to restaurant and retail uses; and
- Decreases the parking requirements by replacing the office use (bank) parking standard with the lower vehicle service use parking standard and decreasing the restaurant use standard to match the current code standard.

***SUBJECT:*** Amended Development Agreement – Case CW10-11 – City of Clearwater

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The amended development agreement (refer to Attachment 2) was approved by the City Council on February 20, 2014.

The Countywide Rules classify the City's "vehicle service (major)" use as a commercial/business service use, which is an allowable use in the R/O/R plan category.

In summary, Council staff has reviewed the above amended development agreement and has concluded that these changes are minor and do not require a reconsideration of the Countywide Map amendment; therefore it is recommended this request be received and accepted by the PPC and CPA, pursuant to the requirements of Section 5.1.4.3 of the Countywide Rules.

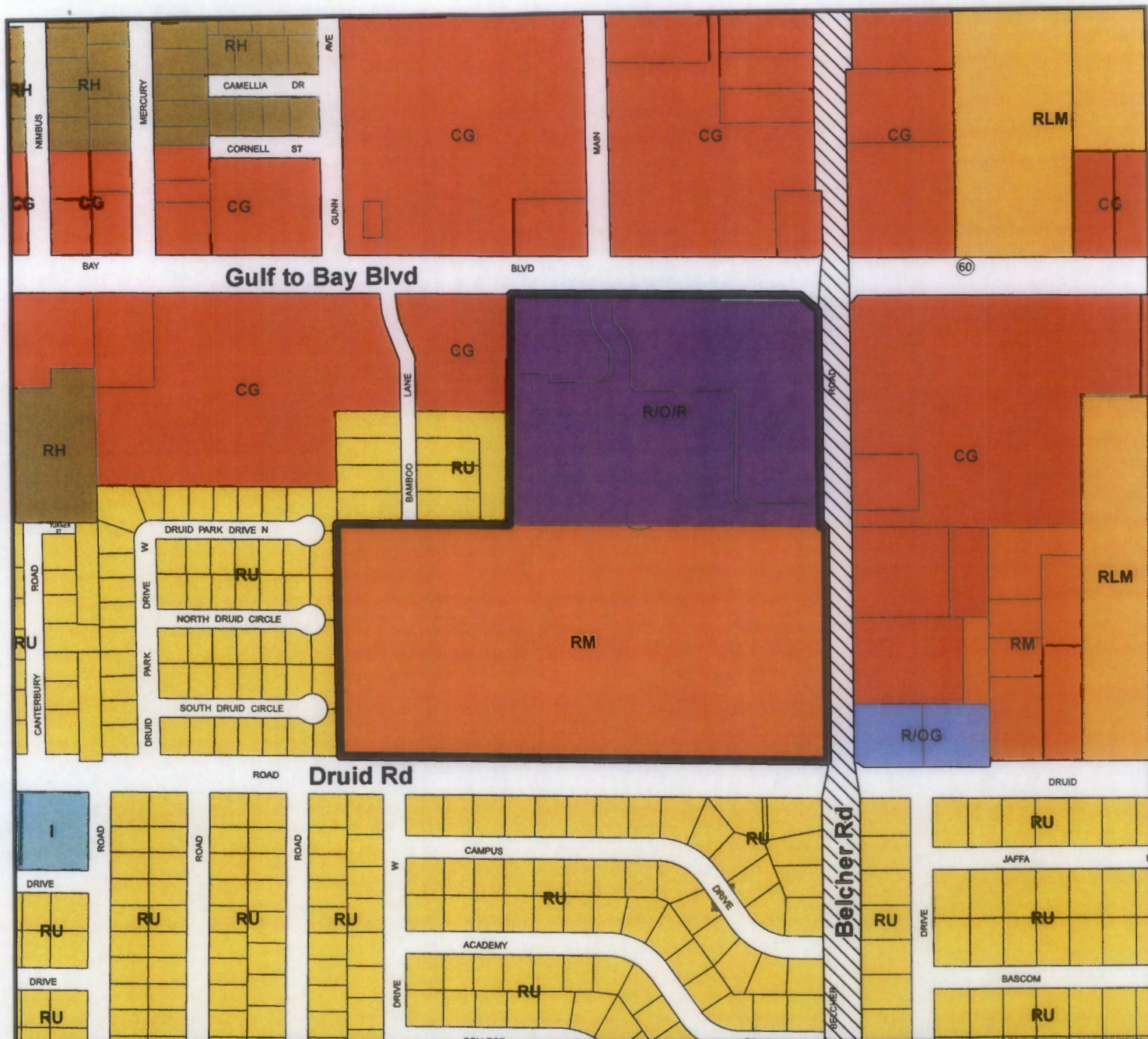
***III. PLANNERS ADVISORY COMMITTEE (PAC)***

At their March 31, 2014 meeting, the PAC members discussed and recommended approval of staff recommendation (vote 11-0).

***IV. LIST OF ATTACHMENTS***

Attachment 1	Map of Case CW10-11
Attachment 2	Amended Development Agreement
Attachment 3	Original Development Agreement
Attachment 4	PAC Summary Actions Sheet





### Legend

#### Residential

- Residential Urban
- Residential Low Medium

#### Residential Medium

- Residential High

#### Mixed Use

- Residential / Office General
- Residential / Office / Retail

#### Commercial

- Commercial General

#### Public / Semi-Public

- Institutional
- Scenic/Noncommercial Corridor

## Attachment 1

CASE #:CW10-11

JURISDICTION: Clearwater





**SECOND AMENDMENT TO  
DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT ("Second Amendment") is dated Feb. 24, 2014, and entered into among RS CLEARWATER LLC, a Florida limited liability company, as successor in interest to NICKEL PLATE PROPERTIES, INC., a Florida corporation ("Developer"), and the CITY OF CLEARWATER, FLORIDA, a political subdivision of the State of Florida acting through its City Council, the governing body thereof ("City").

**RECITALS:**

WHEREAS, Sections 163.3220 - 163.3243, Florida Statutes, which set forth the Florida Local Government Development Agreement Act ("Act"), authorize the City to enter into binding development agreements with persons having a legal or equitable interest in real property located within the corporate limits of the City; and

WHEREAS, under Section 163.3223 of the Act, the City has adopted Section 4-606 of the City of Clearwater Community Development Code ("Code"), establishing procedures and requirements to consider and enter into development agreements; and

WHEREAS, on March 25, 2010, the Nickel Plate Properties, Inc., and Lakeside Enterprises, LLC, a Florida limited liability company, and the City entered into that certain Development Agreement recorded in Official Record Book 16874, Page 2344, in the Public Records of Pinellas County, Florida, and that First Amendment to the Development Agreement recorded in Official Record Book 17415, Page 2309 on November 23, 2011 (collectively, "Development Agreement") which Development Agreement is hereby incorporated by reference; and

WHEREAS, Lakeside Enterprises has subsequently transferred its interest to a third party who is unaffected by this Second Amendment; and

WHEREAS, Nickel Plate Properties, Inc., has transferred in its interest in the Property subject to this Second Amendment to Developer; and

WHEREAS, the City previously granted a rezoning of the Parcel 1 property (as defined in the Development Agreement) to Commercial ("C") and a land use plan amendment to Residential Office Retail ("ROR"); and

WHEREAS, the Community Development Board ("CDB") approved the Parcel 1 Plan as FLD2009-12046 on February 16, 2010 and the Amended Parcel 1 Plan (Case No. FLD2011-04018) on July 19, 2011 (the "Amended Parcel 1 Plan"), conditioned upon the approval and execution of the Development Agreement by the City Council; and

WHEREAS, the Developer desires to amend certain provisions in the Development Agreement as stated herein, consistent with a request to modify the Amended Parcel 1 Plan;

WHEREAS, the CDB approved the amendment to the Amended Parcel 1 Plan at a duly called and advertised meeting on Jan. 21, 2014 and the City Council approved this Second Amendment at a duly called and advertised meeting on February 20, 2014 and authorized and directed its execution by the appropriate officials of the City; and

WHEREAS, Developer has approved this Second Amendment and has authorized certain individuals to execute this Second Amendment on Developer's behalf.

### **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. Amendment of Parcel 1 Plan.** The City Council hereby approves the amendment to the Parcel Plan 1 to reflect the Second Amended Parcel 1 Plan attached hereto as Exhibit "B" and incorporated herein by reference. All references in the Development Agreement to the Parcel 1 Plan shall be amended to refer to the Second Amended Parcel 1 Plan.

**SECTION 4.** Section 4.1 of the Development Agreement shall be amended to read:

"4.1 The Project shall consist of no more than 90,000 square feet of retail, restaurant, and vehicle service (major) development on Parcel 1 as generally depicted on the Parcel 1 Plan and no more than 243 multi-family residential units on Parcel 2 as generally depicted on the Parcel 2 Plan."

**SECTION 5.** Section 4.2 of the Development Agreement shall be amended to read:


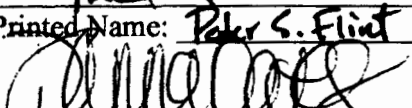
"4.2 Section 4.2 of the Development Agreement is hereby amended to include on Parcel 1 to: 1.5 parking spaces per 1,000 square feet for vehicle service (major) (1.5/1,000), 5 parking spaces per 1,000 square feet for retail development (5/1,000), 5 spaces per 1,000 square feet for automobile service station development (5/1,000) and 12 parking spaces per 1,000 square feet for restaurant development (12/1,000). Nothing in

this Agreement shall prevent the parties from agreeing to "cross-parking" among the outparcels.

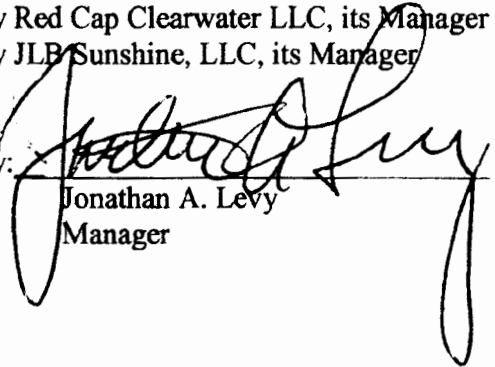
**SECTION 6. Ratification.** Except as specifically modified herein, all terms, conditions and obligations contained in the Development Agreement shall retain in full force and effect and are reaffirmed by the parties hereto.

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

WITNESSES:

  
Printed Name: Peter S. Flint  
  
Printed Name: Donna Cates

R S Clearwater LLC  
By Red Cap Clearwater LLC, its Manager  
By JLB Sunshine, LLC, its Manager

By:   
Jonathan A. Levy  
Manager

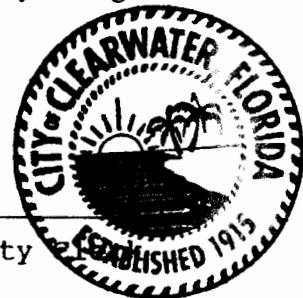
\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

CITY OF CLEARWATER, FLORIDA

By: William B. Horne II  
William B. Horne II, City Manager

Attest:  
Rosemarie Call  
Rosemarie Call, City



Countersigned:  
- George N. Cretkos  
George N. Cretkos, Mayor

Approved as to Form:  
Leslie K. Dougall-Sides  
Leslie K. Dougall-Sides  
Assistant City Attorney

STATE OF FLORIDA  
COUNTY OF ~~PINELLAS~~ Hillsborough

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of February 2014, by RS Clearwater LLC, by Red Cap Clearwater LLC, its Manager, By JLB Sunshine, its Manager by Jonathan A. Levy its Manager. He is ☒ personally known to me or \_\_\_\_\_ has produced \_\_\_\_\_ as identification.

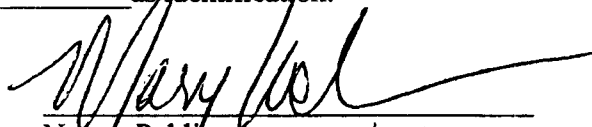
  
Notary Public  
Print Name Mary Kolesar

Exhibit B      Second Amended Parcel 1 Plan







### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is dated \_\_\_\_\_ 2010, effective as provided in Section 5 of this Agreement, and entered into among NICKEL PLATE PROPERTIES, INC., a Florida corporation, and LAKESIDE ENTERPRISES, L.L.C., a Florida limited liability company, their successors and assigns (collectively, "Developer"), and the CITY OF CLEARWATER, FLORIDA, a political subdivision of the State of Florida acting through its City Council, the governing body thereof ("City").

### RECITALS:

WHEREAS, Sections 163.3220 - 163.3243, Florida Statutes, which set forth the Florida Local Government Development Agreement Act ("Act"), authorize the City to enter into binding development agreements with persons having a legal or equitable interest in real property located within the corporate limits of the City;

WHEREAS, under Section 163.3223 of the Act, the City has adopted Section 4-606 of the City of Clearwater Community Development Code ("Code"), establishing procedures and requirements to consider and enter into development agreements;

WHEREAS, the Developer owns approximately 30.07 acres of real property located at 2165 Gulf-to-Bay Boulevard ("Property") in the corporate limits of the City, which is comprised of two parcels hereinafter referred to as "Parcel 1" and "Parcel 2" as more particularly described on Exhibit A attached hereto and incorporated herein;

WHEREAS, the Developer desires to develop Parcel 1 with up to 90,000 square feet of retail and restaurant development, generally conforming to the conceptual plan shown on Exhibit B attached hereto and incorporated herein ("Parcel 1 Plan");

WHEREAS, the Developer desires to develop Parcel 2 with up to 243 multi-family residential units, generally conforming to the conceptual plan shown on Exhibit C attached hereto and incorporated herein ("Parcel 2 Plan");

WHEREAS, the Developer has requested rezoning from Mobile Home Park (MHP) to Commercial (C) and a land use plan amendment from Residential Low Medium (RLM) to Residential/Office/Retail (R/O/R) for Parcel 1;

WHEREAS, the Developer has requested rezoning from Mobile Home Park (MHP) to Medium Density Residential (MDR) and a land use plan amendment from Residential Low Medium (RLM) to Residential Medium for Parcel 2;

WHEREAS, the City has conducted such hearings as are required by and in accordance with Chapter 163.3220 Fla. Stat. (2008) and any other applicable law;

WHEREAS, the City has determined that, as of the Effective Date of this Agreement, the proposed project is consistent with the City's Comprehensive Plan and Code;

WHEREAS, the City has conducted public hearings as required by Sections 4-206 and 4-606 of the Code;

WHEREAS, at a duly called and advertised public meeting on \_\_\_\_\_, 2010, the City Council approved this Agreement and authorized and directed its execution by the appropriate officials of the City;

WHEREAS, the Community Development Board ("CDB") approved the Parcel 1 Plan as FLD2009-12046 on February 16, 2010 and the Parcel 2 Plan as FLD2009-12045 on February 16, 2010, both conditioned upon the approval and execution of this Agreement; and

WHEREAS, Developer has approved this Agreement and has duly authorized certain individuals to execute this Agreement on Developer's behalf.

#### **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.

3.1 The Property currently has a land use designation of Residential Low Medium (RLM) and is zoned Mobile Home Park (MHP).

3.2 Developer has requested a rezoning to Commercial (C) and a land use plan amendment to Residential/Office/Retail (R/O/R) on Parcel 1.

3.3 Developer has requested a rezoning to Medium Density Residential (MDR) and a land use plan amendment to Residential Medium (RM) on Parcel 2.

3.4 The Property is owned by Developer as is evidenced by the deeds attached as Exhibit D.

3.5 The Property is generally located at 2165 Gulf-to-Bay Boulevard, Clearwater, Florida.

#### **SECTION 4. Scope of Project**

4.1 The Project shall consist of no more than 90,000 square feet of retail and restaurant development on Parcel 1 as generally depicted on the Parcel 1 Plan and no more than 243 multi-family residential units on Parcel 2 as generally depicted on the Parcel 2 Plan.

4.2 The Project shall include 495 parking spaces on Parcel 1 and 486 parking spaces on Parcel 2, as shown on the concept plans in Exhibits B and C attached and approved pursuant to FLD 2009-12046 (as to Parcel 1) and FLD 2009-12045 (as to Parcel 2).

4.3 The proposed floor area ratio on Parcel 1 shall not exceed 0.178 and the proposed density on Parcel 2 is 13.181 units per acre. The proposed height of the Parcel 1 buildings, as defined in the Code, is a maximum of 36 feet. The proposed height of the Parcel 2 buildings, as defined in the Code, is a maximum of 41 feet.

4.4 The Project shall comply with the Metropolitan Planning Organization's (MPO) countywide approach to the application of concurrency management for transportation facilities.

#### **SECTION 5. Effective Date/Duration of this Agreement.**

5.1 This Agreement shall not be effective until

5.1.1 this Agreement is properly recorded in the public records of Pinellas County, Florida, and thirty (30) days have elapsed after having been received by the Department of Community Affairs pursuant to Florida Statutes Section 163.3239 and Code Section 4-606.G.2;

5.1.2 final approval and effectiveness of a land use designation of Residential/Office/Retail (R/O/R) and a zoning of Commercial (C) on Parcel 1; and

5.1.3 final approval and effectiveness of a land use designation of Residential Medium (RM) and a zoning of Medium Density Residential (MDR) on Parcel 2.

extension of these time frames pursuant to applicable provisions of the Code and of the Florida Building Code or from seeking an amendment to this Agreement.

6.1.3.3 The Developer shall be responsible for the following transportation obligations (collectively, "Transportation Obligations"):

(i) Dedication of approximately 0.09 acre of right-of-way for an eastbound right turn only lane on S.R. 60, as depicted on Exhibit "E" attached hereto and incorporated herein ("Transportation Exhibit");

(ii) Construction of an eastbound right turn only lane on S.R. 60, as depicted on the Transportation Exhibit, without relocation or replacement of the traffic signal span wire system at the intersection;

(iii) Construction of the Parcel 1 project driveway located on S.R. 60 across from South Main Avenue with right turn in, right turn out, and left turn in only movements as depicted on the Transportation Exhibit;

(iv) Installation of a directional median separator on S.R. 60 between South Main Avenue and the Parcel 1 project driveway such as to prohibit left turns exiting Parcel 1 and left turns exiting South Main Avenue, as depicted on the Transportation Exhibit;

(v) Construction of left turn modifications to the median of S.R. 60 located between South Main Avenue and Belcher Road as depicted on the Transportation Exhibit;

(vi) Construction of a southbound right turn only lane on Belcher Road between S.R. 60 and the Parcel 1 project entrance as depicted on the Transportation Exhibit;

(vii) Installation of a new mast arm traffic signal on Belcher Road at the Parcel 1 project entrance with pedestrian signals at all four legs of the intersection as depicted on the Transportation Exhibit;

(viii) Granting of an easement, in favor of the City, for the purpose of installation and maintenance of signal control equipment to be located at the southwest corner of the intersection of Belcher Road and the project drive/Publix entrance, as depicted on the Transportation Exhibit; and

(ix) Construction of three Parcel 2 project entrance driveways on Druid Road as depicted on the Parcel 2 Plan.

6.1.3.4 The Developer shall execute and record, prior to receipt of building permits, an easement for the benefit of Parcel 2 for vehicular and pedestrian ingress and egress over and across the appropriate areas of Parcel 1 to connect the northerly entrance/exit gate of Parcel 2 to the Belcher Road traffic light via the driveways on Parcel 1.

6.1.3.5 In the event that the Florida Legislature, Pinellas County and/or the City enact a Mobility Fee requirement which supplements or supersedes the current Pinellas County countywide Traffic Impact Fee Ordinance, and the effective date of fee payment under said requirement occurs prior to issuance of Certificate of Occupancy, Developer shall pay the assessed amount under that Mobility Fee provision instead of, or in addition to, in accordance with that provision, the amount due under the current Ordinance.

## **6.2 Obligations of the City.**

6.2.1 Concurrent with the approval of this Agreement, the City shall promptly process amendments to the land use plan and zoning designations for the Property as set forth in Sections 5.1.2 and 5.1.3 of this Agreement.

6.2.2 The City shall promptly process site and construction plan applications for the Property that are consistent with the Comprehensive Plan, the Parcel 1 Plan, the Parcel 2 Plan and that meet the requirements of the Code.

6.2.3 The final effectiveness of the re-designations referenced in Section 6.2.1 is subject to:

6.2.3.1 The provisions of Chapters 163 and 166, Florida Statutes, as they may govern such amendments; and

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

6.2.4 The City acknowledges that both Parcel 1 and Parcel 2 constitute independent building sites as shown on the approved Parcel 1 Plan and Parcel 2 Plan, respectively, subject to the access easement over Parcel 1 as described in Section 6.1.3.5, which comply with the provisions of the Code. Accordingly, Developer may transfer ownership of either Parcel 1 in its entirety or Parcel 2 in its entirety without the consent of the City as further described in Section 14 of this Agreement.

6.2.5 In the event Developer shall subdivide any portion of Parcel 1, such as to create outparcels for the retail buildings, such subdivision shall be subject to the requirements of Article 4, Division 7 of the Code; however, City agrees that Developer shall not be required to amend its approved Parcel 1 Plan in order to obtain relief from landscaping or parking requirements as to the created outparcels.

6.2.6 The City will assign to Developer (i) transportation impact fee credits for the Transportation Obligations set forth in Section 6.1.3.3 of this Agreement, in an amount equal to the cost of the right-of-way dedication and/or improvements constructed as appropriate; and (ii) transportation impact fee credits based on the previous use of Parcel 1 and Parcel 2 as a 295-unit mobile home park, as to Transportation Impact Fee ordinances in effect at the time the fee is to be paid.



6.2.7 In the event a Mobility Fee requirement is enacted as described in Section 6.1.3.5 of this Agreement, the City will assign to Developer any credits against the Mobility Fee which may be available based on the previous use of Parcel 1 and Parcel 2 as a 295-unit mobile home park.

6.2.8 The City agrees that all land depicted on Exhibit E of this Agreement as proposed right-of-way in connection with the development of Parcel 1 and/or Parcel 2, shall be included in the total land area for purposes of calculation of floor area ratio and/or density, as appropriate.

6.2.9 Parcel 1 shall be considered as one parcel for the purposes of signage. The overall Parcel 1 site shall be subject to a Comprehensive Sign Program to be submitted prior to issuance of a Certificate of Occupancy on Parcel 1.

**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, unless otherwise provided by law. With respect to transportation and other public infrastructure and services subject to concurrency requirements, all applicable concurrency provisions for the proposed development have been met.

7.1 Potable water is available from the City. The Developer shall be responsible for all necessary main extensions and applicable connection fees.

7.2 Sewer service is currently provided by the City. The Developer shall be responsible for all necessary main extensions and applicable connection fees.

7.3 Fire protection from the City.

7.4 Drainage facilities for the Property will be provided by the Developer at the Developer's sole expense.

7.5 Transportation concurrency requirements have been met.

7.6 All improvements associated with the public facilities identified in Subsections 7.1 through 7.4 shall be completed prior to the issuance of any certificate of occupancy.

7.7 The Developer is responsible for the payment of any required impact fees, subject to the credits described in Section 6.2.6 of this Agreement.

**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, access, 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 City finds that development of the Property is consistent with the terms of this Agreement, is consistent with the City Comprehensive Plan and the Code.

**SECTION 10. Termination.**

10.1 If the Developer's obligations set forth in this Agreement are not followed in a timely manner, as reasonably determined by the City Manager, after notice to the Developer and an opportunity to be heard, existing permits shall be administratively suspended and issuance of new permits suspended until the Developer has fulfilled its obligations. Failure to timely fulfill its obligations may serve as a basis for termination of this Agreement by the City, (in addition to the termination provisions of Section 5.2 hereof), at the discretion of the City and after notice to the Developer and an opportunity for the Developer to be heard.

**SECTION 11. Other Terms and Conditions.**

11.1 Except in the case of termination, until ten (10) years after the date of this Agreement, the Property shall not be subject to down-zoning, unit density reduction, or intensity reduction, unless the City has held a public hearing and determined:

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

11.1.2 This Agreement is based on substantially inaccurate information provided by the Developer; or

11.1.3 That the change is essential to the public health, safety, or welfare.

**SECTION 12. Compliance with Law.** The failure of this Agreement to address any particular permit, condition, term or restriction shall not relieve the Developer 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 the Developer:

Nickel Plate Properties, Inc.  
Attention: Andrew B. Ingersoll  
1414 West Swann, Suite 150  
Tampa, FL 33606

Lakeside Enterprises, L.L.C.  
Attention: Andrew B. Ingersoll  
1414 West Swann, Suite 150  
Tampa, FL 33606

With copy to:

E. D. Armstrong III, Esquire  
Johnson, Pope, Bokor, Ruppel & Burns, LLP  
911 Chestnut Street  
Clearwater, FL 33756

If to City:

City of Clearwater, City Attorney  
ATTN: Pamela Akin, Esquire  
112 South Osceola Avenue  
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. ASSIGNMENTS.**

14.1 By the Developer. The Developer may sell, convey, assign or otherwise dispose of any or all of its right, title, interest and obligations in and to Parcel 1, in its entirety, or Parcel 2, in its entirety, without the prior written notice to the City, provided that such party (hereinafter referred to as the "assignee"), to the extent of the sale, conveyance, assignment or other disposition by the Developer to the assignee, shall be bound by the terms of this Agreement the same as the Developer for such part of the Project as is subject to such sale, conveyance, assignment or other disposition. and Developer shall be released from such obligations that have been assumed by the by the Assignee.

14.2 Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the City, and its successors and assigns, and the Developer and, as applicable to the parties comprising Developer, their successors and assigns, except as may otherwise be specifically provided herein.

**SECTION 15. Minor Non-Compliance.** The Developer 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 City Manager, reasonably exercised, is of 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 City.

**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 the Developer includes the Developer's successors or assigns. This Agreement was the production of negotiations between representatives for the City and the Developer and the language of the Agreement should be given its plain and ordinary meaning and should not be strictly construed against any party hereto based upon draftsmanship. 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 hereto are thereby limited, 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 written notice to the other parties.

**SECTION 22. Code Amendments.** Subsequently adopted ordinances and codes of the City which is of general application not governing the development of land shall be applicable to the Property, and such modifications are specifically anticipated in this Agreement.

**SECTION 23. 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 24. Counterparts.** This Agreement may be executed in counterparts, all of which together shall continue one and the same instrument.

**SECTION 25. Amendment.** This Agreement may be amended by mutual written consent of the City and the Developer so long as the amendment meets the requirements of the Act, applicable City ordinances, and Florida law.

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

WITNESSES:

NICKEL PLATE PROPERTIES, INC.,  
a Florida corporation

Jayne E. Sears  
Printed Name: Jayne E. Sears

By: [Signature]  
Andrew B. Ingersoll  
President

Nancy C Haley  
Printed Name: NANCY C HALEY

LAKESEIDE ENTERPRISES, L.L.C., a  
Florida limited liability company

Jayne E. Sears  
Printed Name: Jayne E. Sears

By: [Signature]  
Andrew B. Ingersoll  
Manager

Nancy C Haley  
Printed Name: NANCY C HALEY



CITY OF CLEARWATER, FLORIDA

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

By: William B. Horne II, City Manager

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

Attest:

Cynthia E. Goudeau, City Clerk

Countersigned:

Frank V. Hibbard, Mayor

Approved as to Form:

Leslie K. Dougall-Sides  
Assistant City Attorney

STATE OF FLORIDA  
COUNTY OF PINELLAS

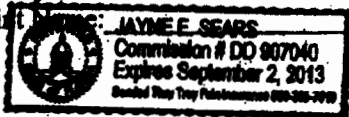
The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March 2010, by Andrew B. Ingersoll, as President of NICKEL PLATE PROPERTIES, INC., a Florida corporation, on behalf of the corporation. He is ☒ personally known to me or \_\_\_\_\_ has produced \_\_\_\_\_ as identification.

Jayne E. Sears  
Notary Public  
Print Name: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 10th day of March, 2010, by Andrew B. Ingersoll, as Manager of LAKESIDE ENTERPRISES, L.L.C., a Florida limited liability company, on behalf of the company. He is ✓ personally known to me or        has produced                                  as identification.

Jayne E. Sears  
Notary Public  
Print Name: JAYNE E. SEARS  


STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this        day of       , 2010, by WILLIAM B. HORNE, II, as City Manager of the City of Clearwater, Florida, who is        personally known to me or who        produced as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

Exhibit A	Legal Description
Exhibit B	Parcel 1 Plan
Exhibit C	Parcel 2 Plan
Exhibit D	Deeds
Exhibit E	Transportation Obligations

045497.116337  
#508546 v5 - Nickel Plate/Development Agt

EXHIBIT "A"  
Page 1 of 4

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**THIS IS NOT A SURVEY**

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.

BEARINGS ARE BASED UPON: SEE SKETCH AND LEGAL DESCRIPTION

**LEGAL DESCRIPTION: PARCEL 1**

A parcel of land being a portion of the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 29 South, Range 15 East, Pinellas County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 29 South, Range 15 East, Pinellas County, Florida; thence  $800^{\circ}08'08"E$ , along the East line of said Northeast 1/4 of the Southeast 1/4 of Section 13 (being the basis of bearings for this legal description), for 667.81 feet to the point of intersection with an Easterly extension of the West Right-of-Way line of BELCHER ROAD, according to Official Records Book 4864, Page 155 of the Public Records of Pinellas County, Florida; thence leaving said East line of the Northeast 1/4 of the Southeast 1/4 of Section 13,  $N08^{\circ}17'51"W$ , along said Easterly extension of the West Right-of-Way line of BELCHER ROAD, and said West Right-of-Way line of BELCHER ROAD, respectively, for 60.01 feet to the POINT OF BEGINNING; thence the following two courses along said West Right-of-Way line of BELCHER ROAD: (1) thence  $N00^{\circ}08'08"W$ , along a line 50.00 feet West of and parallel with said East line of the Northeast 1/4 of the Southeast 1/4 of Section 13, for 677.05 feet; (2) thence leaving said line 50.00 feet West of and parallel with the East line of the Northeast 1/4 of the Southeast 1/4 of Section 13,  $N46^{\circ}38'29"W$ , for 62.35 feet to the point of intersection with the South Right-of-Way line of STATE ROAD 60, according to Florida Department of Transportation Right-of-Way Map 18040-2501, dated February 25, 1960; thence leaving said West Right-of-Way line of BELCHER ROAD,  $N08^{\circ}22'20"W$ , along said South Right-of-Way of STATE ROAD 60, some being a line 50.00 feet South of and parallel with the North line of said Northeast 1/4 of the Southeast 1/4 of Section 13, for 770.94 feet to the point of intersection with the East line of that certain property as described in Deed Book 1016, Page 329 of the Public Records of Pinellas County, Florida; thence leaving said South Right-of-Way line of STATE ROAD 60;  $S00^{\circ}40'59"W$ , along said East line of that certain property as described in Deed Book 1016, Page 329, for 616.65 feet to the Southeast corner of said certain property as described in Deed Book 1016, Page 329; thence  $S89^{\circ}18'02"E$ , for 510.62 feet to the point of intersection with a non-tangent curve, concave Northerly; thence Easterly along the arc of said curve, from a radial bearing of  $S32^{\circ}15'51"W$ , having a radius of 65.50 feet, a central angle of  $63^{\circ}07'45"$ , on arc length of 72.17 feet, and a chord bearing  $S89^{\circ}18'02"E$  for 68.57 feet to the point of intersection with a non-tangent line; thence  $S89^{\circ}18'02"E$ , for 447.45 feet to the POINT OF BEGINNING.

Containing 506,892 square feet or 11.637 acres, more or less.

Error of closure: 0.004 feet (JEB)

NOTE: THE GEOMETRY PERTAINING TO THE PARCEL OF LAND BEING DESCRIBED HEREIN (THE DESCRIPTION) IS SOLELY BASED UPON A BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED BY FLORIDA DESIGN CONSULTANTS, INC. TITLED "LAKESIDE AT CLEARWATER", JOB NUMBER 2009-0007, DATED 3/29/2009 AND RECORD DOCUMENTS AS NOTED HEREIN AND IS SUBJECT TO AN ACCURATE FIELD BOUNDARY SURVEY.

PREPARED FOR:

**LAKESIDE AT CLEARWATER**

SHEET DESCRIPTION:

**NORTH COMMERCIAL PARCEL**

SCALE:	DATE:	DRAWN:	CALCULATED:	CHECKED:
NONE	10/7/09	JEB	JEB	JEB <i>DAB</i>
JOB No.:	SPN:	SECTION:	TOWNSHIP:	RANGE:
2009-07	329	13	29S	15E

SEE SHEET 1 FOR LEGAL DESCRIPTION.  
SEE SHEET 2 FOR SKETCH.  
REVISION 1-11/9/09-CHANGE SHEET DESCRIPTION (JEB)  
REVISION 2-01/8/10-REVISED PARCEL GEOMETRY (JEB)

NOT VALID WITHOUT THE SIGNATURE  
AND THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.



**FLORIDA DESIGN CONSULTANTS, INC.**

ENGINEERS, ENVIRONMENTALISTS  
SURVEYORS & PLANNERS

3030 Stirling Blvd.  
New Port Richey, Florida 34655  
(727) 848-7888

Certificate of Authorization: LB 6707  
State of Florida

*DAVID WILLIAM McDANIEL*  
PROFESSIONAL SURVEYOR AND MAPPER  
LICENSE NUMBER LB 5840  
STATE OF FLORIDA

# EXHIBIT "A"

Page 2 of 4

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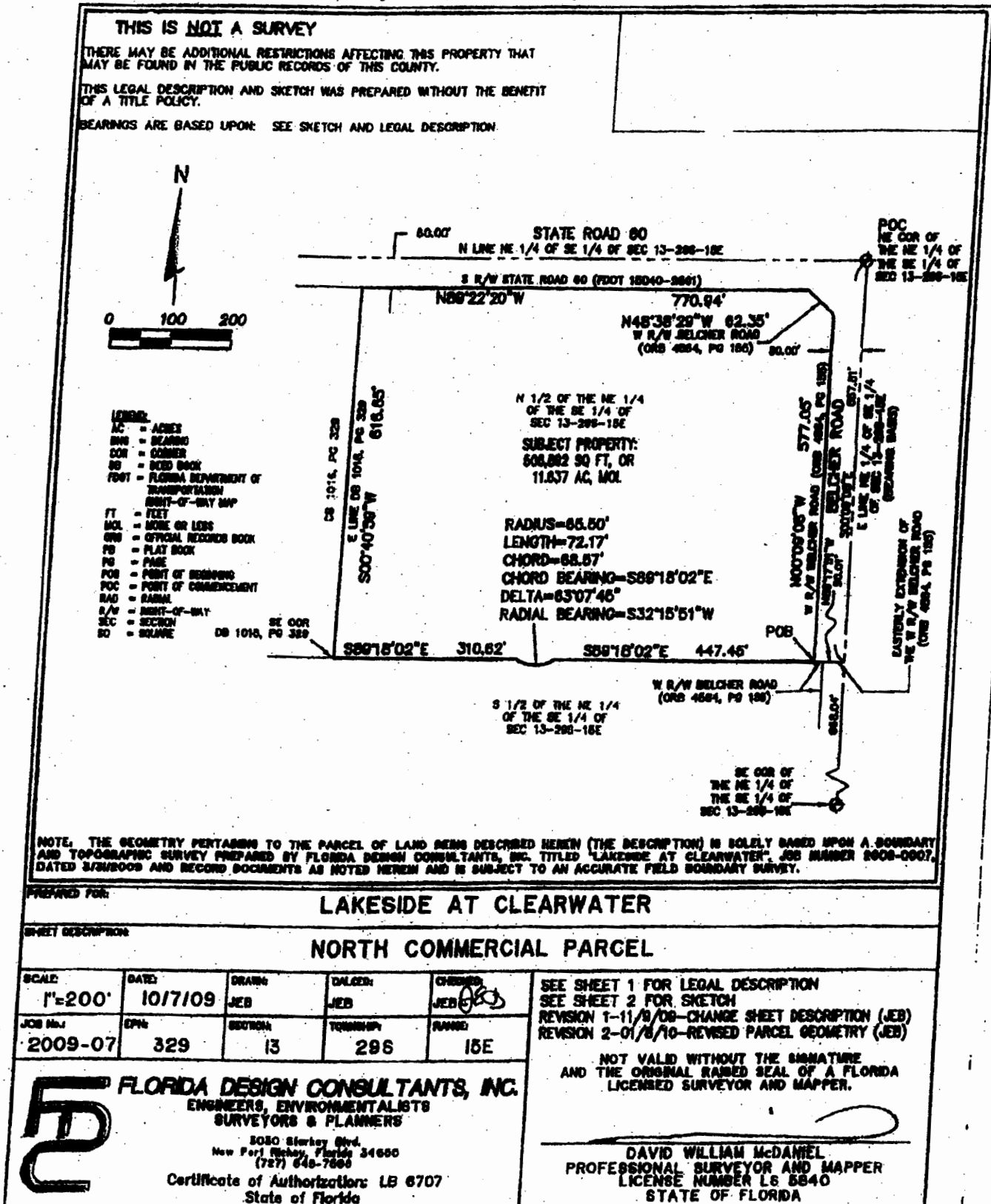


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Page 3 of 4

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**THIS IS NOT A SURVEY**

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.

BEARINGS ARE BASED UPON: SEE SKETCH AND LEGAL DESCRIPTION

LEGAL DESCRIPTION: **PARCEL 2**

A parcel of land being a portion of the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 29 South, Range 15 East, Pinellas County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 29 South, Range 15 East, Pinellas County, Florida; thence 800°08'08"E, along the East line of said Northeast 1/4 of the Southeast 1/4 of Section 13 (being the base of bearings for this legal description), for 1,336.88 feet to the Southeast corner of said Northeast 1/4 of the Southeast 1/4 of Section 13; thence leaving said East line of the Northeast 1/4 of the Southeast 1/4 of Section 13, N89°12'46"W, along the South line of said Northeast 1/4 of the Southeast 1/4 of Section 13, for 1,336.88 feet to the Southwest corner of said Northeast 1/4 of the Southeast 1/4 of Section 13; thence N00°23'47"W, along the West line of said Northeast 1/4 of the Southeast 1/4 of Section 13, for 50.01 feet to the POINT OF BEGINNING; thence continue N00°23'47"W, along said West line of the Northeast 1/4 of the Southeast 1/4 of Section 13, same being the East line of EAST DRUID PARK, as recorded in Plat Book 61, Page 67 of the Public Records of Pinellas County, Florida, for 616.10 feet to the Northwest corner of the South 1/2 of said Northeast 1/4 of the Southeast 1/4 of Section 13, same being the Southwest corner of BAMBOO SUBDIVISION, as recorded in Plat Book 28, Page 75 of the Public Records of Pinellas County, Florida; thence leaving said West line of the Northeast 1/4 of the Southeast 1/4 of Section 13, S89°17'33"E, along the North line of said South 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 13, same being the South line of said BAMBOO SUBDIVISION, and the South line of that certain property as described in Deed Book 1016, Page 329 of the Public Records of Pinellas County, Florida, respectively, for 463.05 feet to the Southeast corner of said certain property as described in Deed Book 1016, Page 329; thence leaving said North line of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 13, S89°18'02"E, for 310.62 feet to the point of intersection with a non-tangent curve, concave Northerly; thence Easterly along the arc of said curve, from a radial bearing of 832°16'51"W, having a radius of 65.50 feet, a central angle of 63°07'45", an arc length of 72.17 feet, and a chord bearing 869°18'02"E for 66.57 feet to the point of intersection with a non-tangent line; thence S89°18'02"E, for 447.45 feet to the point of intersection with the West Right-of-Way line of BELCHER ROAD, according to Official Records Book 4564, Page 155 of the Public Records of Pinellas County, Florida; thence S89°17'51"E, along said West Right-of-Way line of BELCHER ROAD, for 14.00 feet; thence S00°09'08"E, continuing along said West Right-of-Way line of BELCHER ROAD, same being a line 36.00 feet West of and parallel with said East line of the Northeast 1/4 of the Southeast 1/4 of Section 13, for 617.98 feet to the point of intersection with the North Right-of-Way line of DRUID ROAD, according to said Official Records Book 4564, Page 155 of the Public Records of Pinellas County, Florida; thence leaving said West Right-of-Way line of BELCHER ROAD, N89°12'46"W, along said North Right-of-Way line of DRUID ROAD, same being a line 50.00 feet North of and parallel with said South line of the Northeast 1/4 of the Southeast 1/4 of Section 13, for 1,301.10 feet to the POINT OF BEGINNING.

Containing 803.028 square feet or 18.435 acres, more or less.

Error of closure: 0.008 feet (JEB)

NOTE: THE GEOMETRY PERTAINING TO THE PARCEL OF LAND BEING DESCRIBED HEREIN (THE DESCRIPTION) IS SOLELY BASED UPON A BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED BY FLORIDA DESIGN CONSULTANTS, INC., TITLED "LAKESIDE AT CLEARWATER", JOB NUMBER 2009-0007, DATED 8/8/09 AND RECORD DOCUMENTS AS NOTED HEREIN AND IS SUBJECT TO AN ACCURATE FIELD BOUNDARY SURVEY.

PREPARED FOR:

**LAKESIDE AT CLEARWATER**

SHEET DESCRIPTION:

**SOUTH RESIDENTIAL PARCEL**

SCALE	DATE	DRAWN	CALCULATED	CHECKED
NONE	10/6/09	JEB	JEB	JEB JEB
JOB No.	SPR	SECTION	TOWNSHIP	RANGE
2009-07	329	13	29S	15E

SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 2 FOR SKETCH  
REVISION 1-11/9/09-CHANGE SHEET DESCRIPTION (JEB)  
REVISION 2-01/8/10-REVISED PARCEL GEOMETRY (JEB)

NOT VALID WITHOUT THE SIGNATURE  
AND THE ORIGINAL RANDED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.



**FLORIDA DESIGN CONSULTANTS, INC.**  
ENGINEERS, ENVIRONMENTALISTS  
SURVEYORS & PLANNERS

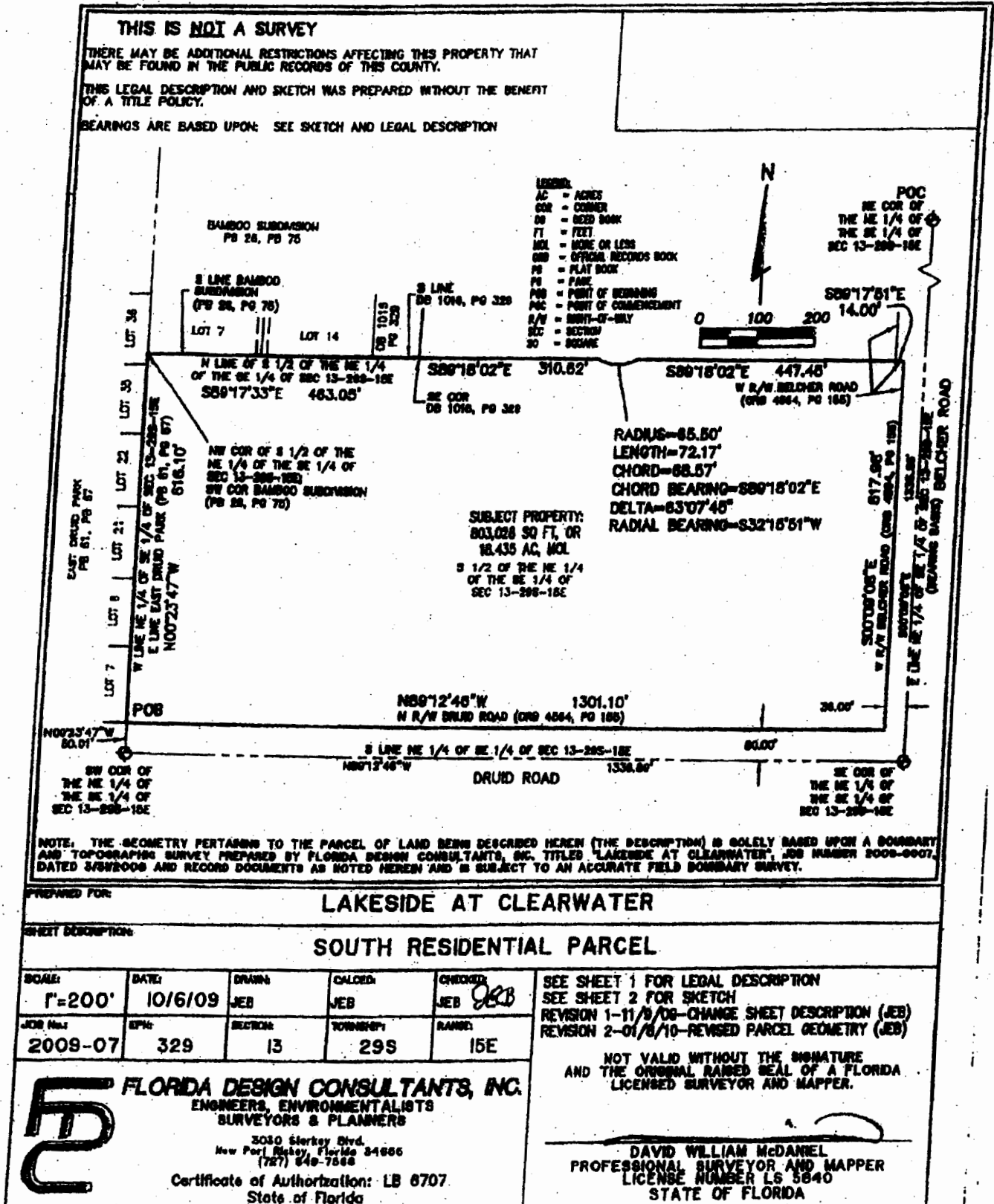
3030 Elderkey Blvd.  
New Port Richey, Florida 34655  
(727) 648-7885

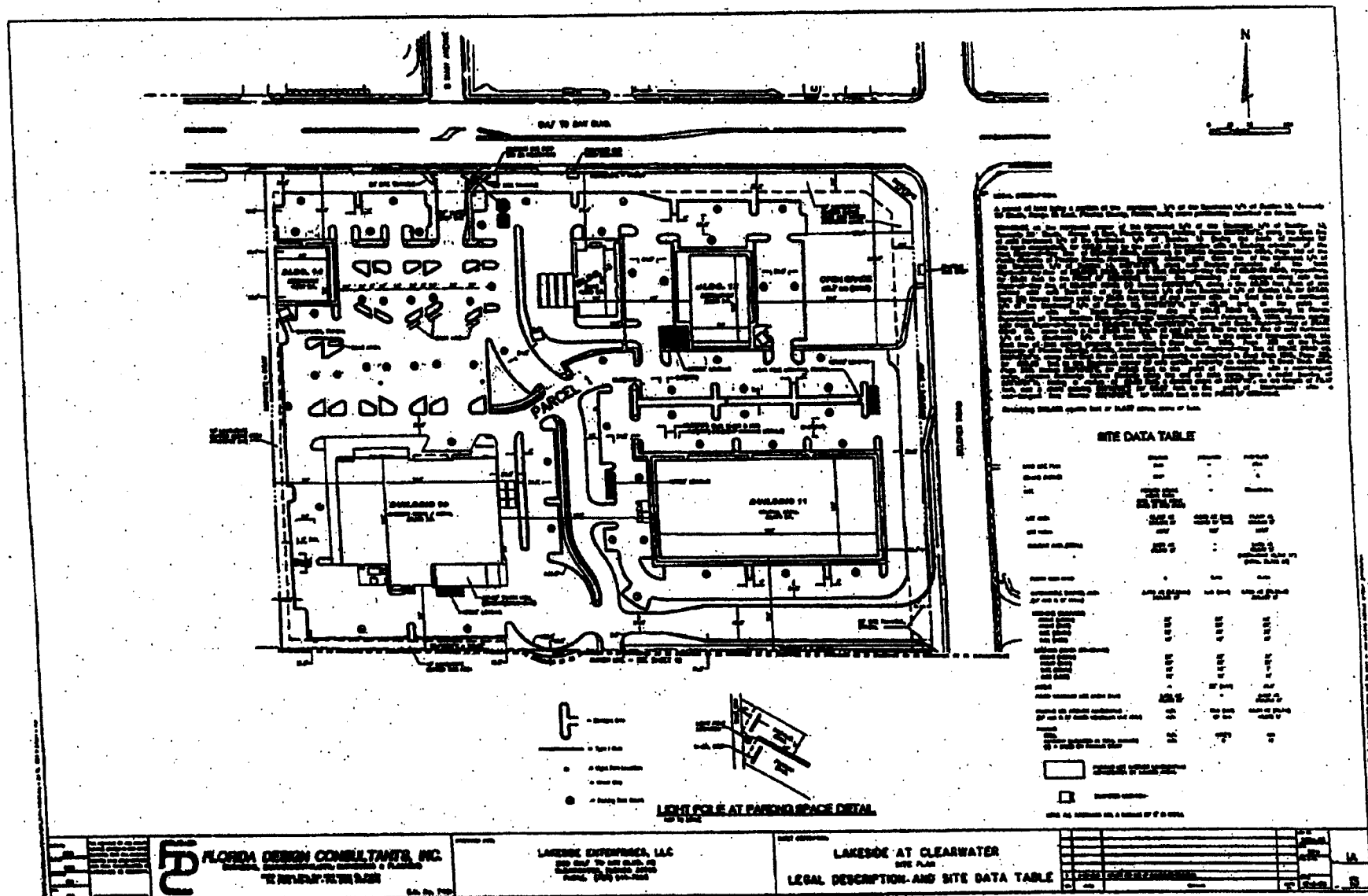
Certificate of Authorization: LB 6707  
State of Florida

**DAVID WILLIAM McDANIEL**  
PROFESSIONAL SURVEYOR AND MAPPER  
LICENSE NUMBER LS 6840  
STATE OF FLORIDA

EXHIBIT "A"  
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**FLORIDA DESIGN CONSULTANTS, INC.**  
 ENGINEERS, ARCHITECTS, PLANNERS & DESIGNERS  
 12000 N.W. 15th Avenue  
 Fort Lauderdale, Florida 33304  
 Tel. 305/551-1111

**LAKESIDE ENTERPRISES, LLC**  
 10000 N.W. 15th Avenue  
 Fort Lauderdale, Florida 33304  
 Tel. 305/551-1111

**LAKESIDE AT CLEARWATER**  
 SITE PLAN  
 LEGAL DESCRIPTION AND SITE DATA TABLE

ITEM	QUANTITY	UNIT	REMARKS
1. TOTAL SITE AREA	1.00	AC	
2. TOTAL BUILDING AREA	1.00	AC	
3. TOTAL PARKING AREA	1.00	AC	
4. TOTAL DRIVEWAY AREA	1.00	AC	
5. TOTAL STREET AREA	1.00	AC	
6. TOTAL LOT AREA	1.00	AC	
7. TOTAL DRIVEWAY AREA	1.00	AC	
8. TOTAL STREET AREA	1.00	AC	
9. TOTAL LOT AREA	1.00	AC	
10. TOTAL DRIVEWAY AREA	1.00	AC	
11. TOTAL STREET AREA	1.00	AC	
12. TOTAL LOT AREA	1.00	AC	
13. TOTAL DRIVEWAY AREA	1.00	AC	
14. TOTAL STREET AREA	1.00	AC	
15. TOTAL LOT AREA	1.00	AC	
16. TOTAL DRIVEWAY AREA	1.00	AC	
17. TOTAL STREET AREA	1.00	AC	
18. TOTAL LOT AREA	1.00	AC	
19. TOTAL DRIVEWAY AREA	1.00	AC	
20. TOTAL STREET AREA	1.00	AC	
21. TOTAL LOT AREA	1.00	AC	
22. TOTAL DRIVEWAY AREA	1.00	AC	
23. TOTAL STREET AREA	1.00	AC	
24. TOTAL LOT AREA	1.00	AC	
25. TOTAL DRIVEWAY AREA	1.00	AC	
26. TOTAL STREET AREA	1.00	AC	
27. TOTAL LOT AREA	1.00	AC	
28. TOTAL DRIVEWAY AREA	1.00	AC	
29. TOTAL STREET AREA	1.00	AC	
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31. TOTAL DRIVEWAY AREA	1.00	AC	
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33. TOTAL LOT AREA	1.00	AC	
34. TOTAL DRIVEWAY AREA	1.00	AC	
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64. TOTAL DRIVEWAY AREA	1.00	AC	
65. TOTAL STREET AREA	1.00	AC	
66. TOTAL LOT AREA	1.00	AC	
67. TOTAL DRIVEWAY AREA	1.00	AC	
68. TOTAL STREET AREA	1.00	AC	
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77. TOTAL STREET AREA	1.00	AC	
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94. TOTAL DRIVEWAY AREA	1.00	AC	
95. TOTAL STREET AREA	1.00	AC	
96. TOTAL LOT AREA	1.00	AC	
97. TOTAL DRIVEWAY AREA	1.00	AC	
98. TOTAL STREET AREA	1.00	AC	
99. TOTAL LOT AREA	1.00	AC	
100. TOTAL DRIVEWAY AREA	1.00	AC	





**EXHIBIT D**  
**Evidence of Ownership (deeds)**

**Parcel No. 13/29/15/00000/410/0100**

**Owner:** Nickel Plate Properties, Inc.

**Deed:** O.R. Book 4791, Page 1232, Public Records of Pinellas County, Florida, dated 12/1/78 to Lakeside Corp., a Florida corporation

**Merger:** Lakeside Corp. merged into Nickel Plate Properties, Inc., on 5/25/04

**Parcel Nos. 13/29/15/00000/410/0200 and 13/29/15/00000/410/0300**

**Owner:** Lakeside Enterprises, LLC

**Deed:** O.R. Book 13686, Page 610, Public Records of Pinellas County, Florida, dated 7/1/04 to Lakeside Enterprises, LLC

78203526

**Warranty Deed** 024791 PGE 1232

THIS INDENTURE, Made this 1st day of December 1978, by and between INEZ E. VAN WALLIGHAN, formerly Inez E. Hinnars, widow and surviving spouse of Robert J. Hinnars, deceased of the County of HILLSBOROUGH, State of Florida party of the first part, AND LAKESIDE CORP., a Florida Corporation whose post office address is: P.O. Box 271, Jacksonville, Illinois 62265 of the County of Pinellas, in the State of Florida party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten and 00/100 Dollars, and other valuable considerations, lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to the said party of the second part, its successors, heirs and assigns forever, all of the following described land in Hillsborough County, Florida, to-wit:

The Northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) and the South one-half (S 1/2) of the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) of Section 13, Township 29 South, Range 18 East, SUBJECT HOWEVER to the right-of-way of the public thoroughfare known as Gulf-to-Bay Boulevard over the North fifty (50) feet of said Northeast quarter (NE 1/4) of Northeast quarter (NE 1/4) of Southeast quarter (SE 1/4) and the South fifty (50) feet of said Northeast quarter (NE 1/4) of said Southeast quarter (SE 1/4) for right-of-way of David Road (County Road No. 28), and that part of said Northeast quarter (NE 1/4) of Southeast quarter (SE 1/4) described in O.R. Book 4884, pages 154, 155 and 156, for right-of-way of Belcher Road (County Road No. 28), all lying and being in Pinellas County, Florida,

Captioned premises is not the homestead of the grantor who resides at 368 77. E. 7th St., Fort Lauderdale, Fla. 33304

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said party of the second part, its successors, heirs and assigns, in fee simple forever.

And the said party of the first part does hereby covenant with the said party of the second part that said described property is free from all liens and encumbrances except taxes and/or assessments for the year 1978, and subsequent years and easements and restrictions of record, if any.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the said party of the first part has executed this deed under seal on the date aforesaid.

Signed, sealed and delivered in the presence of:

*[Signature]*

*[Signature]*

*Inez E. Van Wallighan* (SEAL)  
Inez E. VAN WALLIGHAN, formerly  
Inez E. Hinnars. (SEAL)

Dec 20 1 33 PM '78 (SEAL)

Return to: General 2126, 4901 Cypress St., Tampa, FL 33607

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

014791 RX 1283

I HEREBY CERTIFY, That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

INEZ E. VAN WALLIGHAM, formerly Inez E. Minners, widow and surviving spouse of Robert J. Minners, deceased to me known to be the person(s) described in and who executed the foregoing instrument, and she acknowledged before me that she executed the same as her free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of December A.D. 1978.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
My Commission Expires: 6-2-81

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY, That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

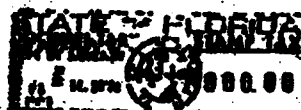
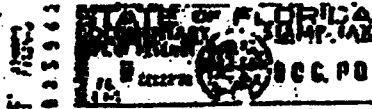
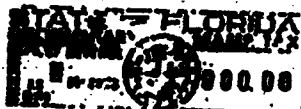
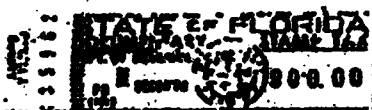
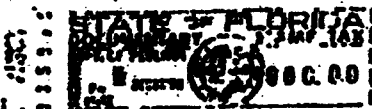
to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged before me that she executed the same as her free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_

NOTARY PUBLIC, STATE OF \_\_\_\_\_ AT LARGE  
My Commission Expires: \_\_\_\_\_

(Place raised official seal here)

GENERAL TITLE  
4801 CYPRESS STREET  
TAMPA, FLA 33607



This document prepared by and return to:  
LIBERTY TITLE AGENCY  
1101 Belcher Road South, Suite A  
Largo, FL 33771  
FILE NO: 04-128-LG

Parcel/PoLe ID Number: 13-29-15-00000-410-0200 13-29-15-00000-410-0300

## WARRANTY DEED

THIS INDENTURE, made this 1st day of July, 2004, between Chauncy Partners, LLC, A Florida Limited Liability of the County of Pinellas, State of Florida, herein called the Grantor, and Lakeside Enterprises, LLC, A Limited Liability, whose address is P.O. Box 5008, Clearwater, FL 33758, hereinafter called the Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and No/100-Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of Pinellas, State of Florida, to wit:

SEE ATTACHED LEGAL

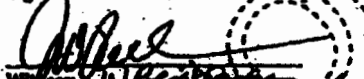
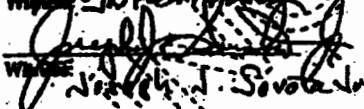
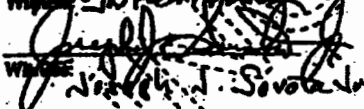
Subject to any restrictions, reservations and easements of record, if any, and taxes subsequent to 2003.

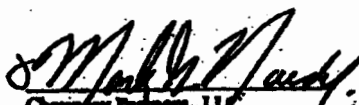
The property herein conveyed is not the homestead property of the Grantor(s).

The Grantor does hereby fully warrant title to said land, and will defend the same against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor(s) has/hereunto set their hand(s) and seal(s) the day and year first above written.

Signed, sealed and delivered in our presence:

  
Witness:   
Witness: 

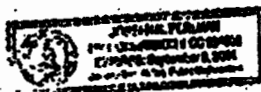
  
Chauncy Partners, LLC  
BY: MARK G. NADEL, MANAGER

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 1st day of July, 2004, by MARK G. NADEL, who is/are personally known to me or has produced identification in the form of

Notary:

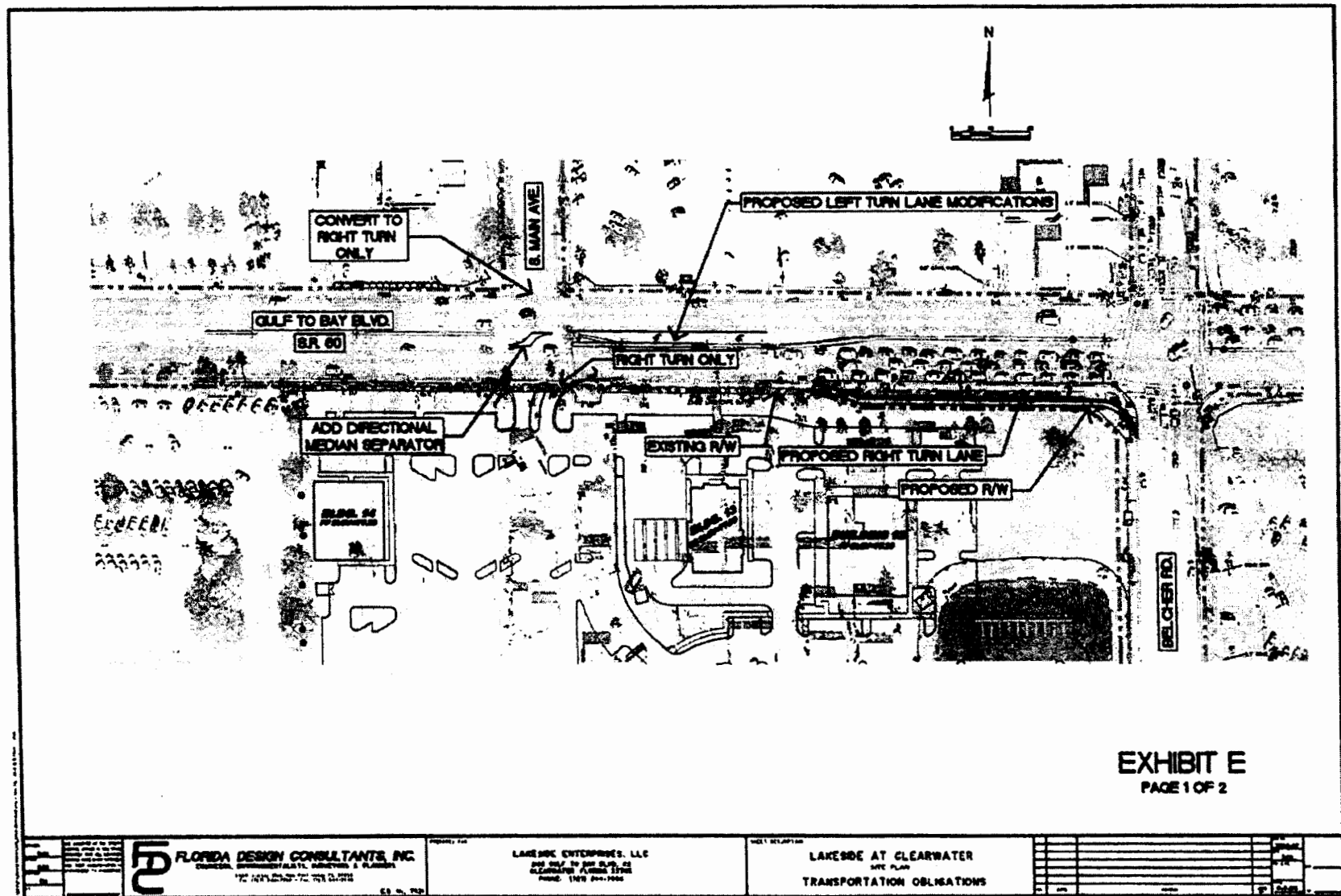
My commission expires:



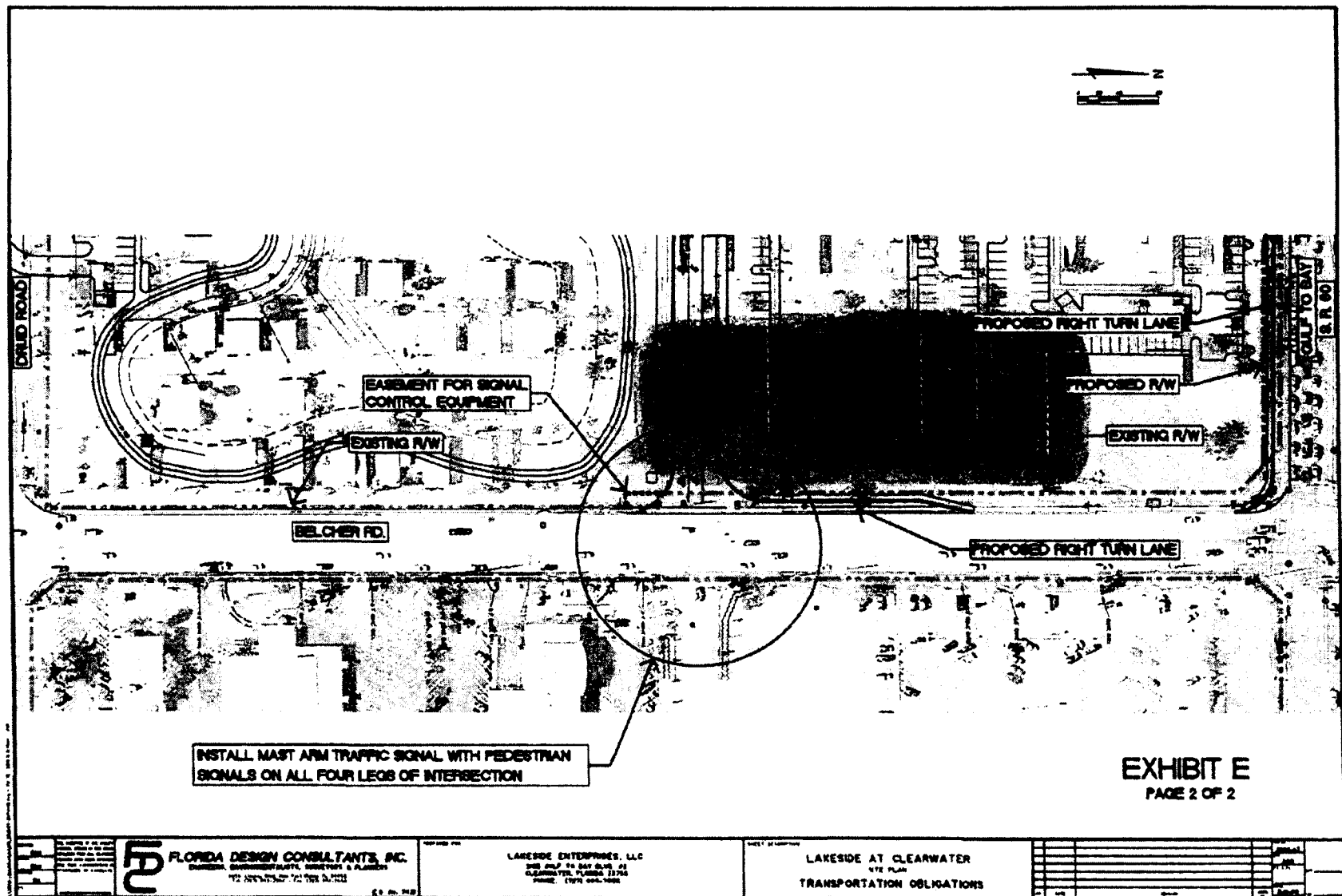
**EXHIBIT "A"**

That part of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 13, Township 29 South, Range 16 East, described as follows:

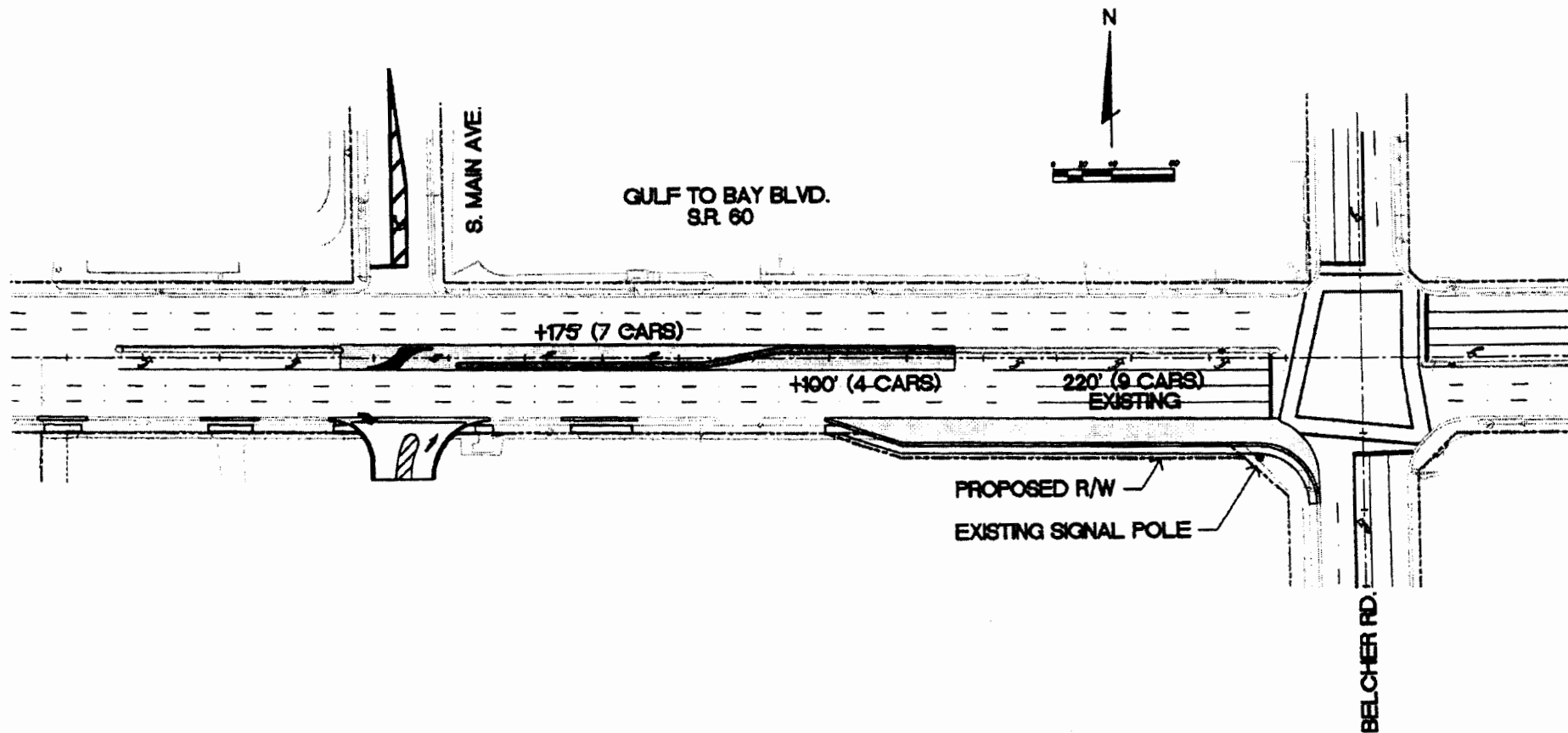
Beginning at a point in the North boundary of said quarter section located 475.6 feet along said boundary, from the Northwest corner of said NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ; thence continuing East along said boundary, 195.07 feet more or less, to the NE corner of NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ; thence South along the East boundary of the NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ , 567.86 feet, more or less to the Southeast corner of said NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ; thence run West along the South boundary of said NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ , 203.1 feet, more or less to the Southeast corner of a tract conveyed to C.D. Wyler and wife, Grace F. Walker by Deed recorded in Deed Record 1016, page 329, public records of Pinellas County, Florida; and thence North along the East boundary of said Walker tract, 567.8 feet, more or less to the Point of Beginning.







**EXHIBIT E**  
PAGE 2 OF 2

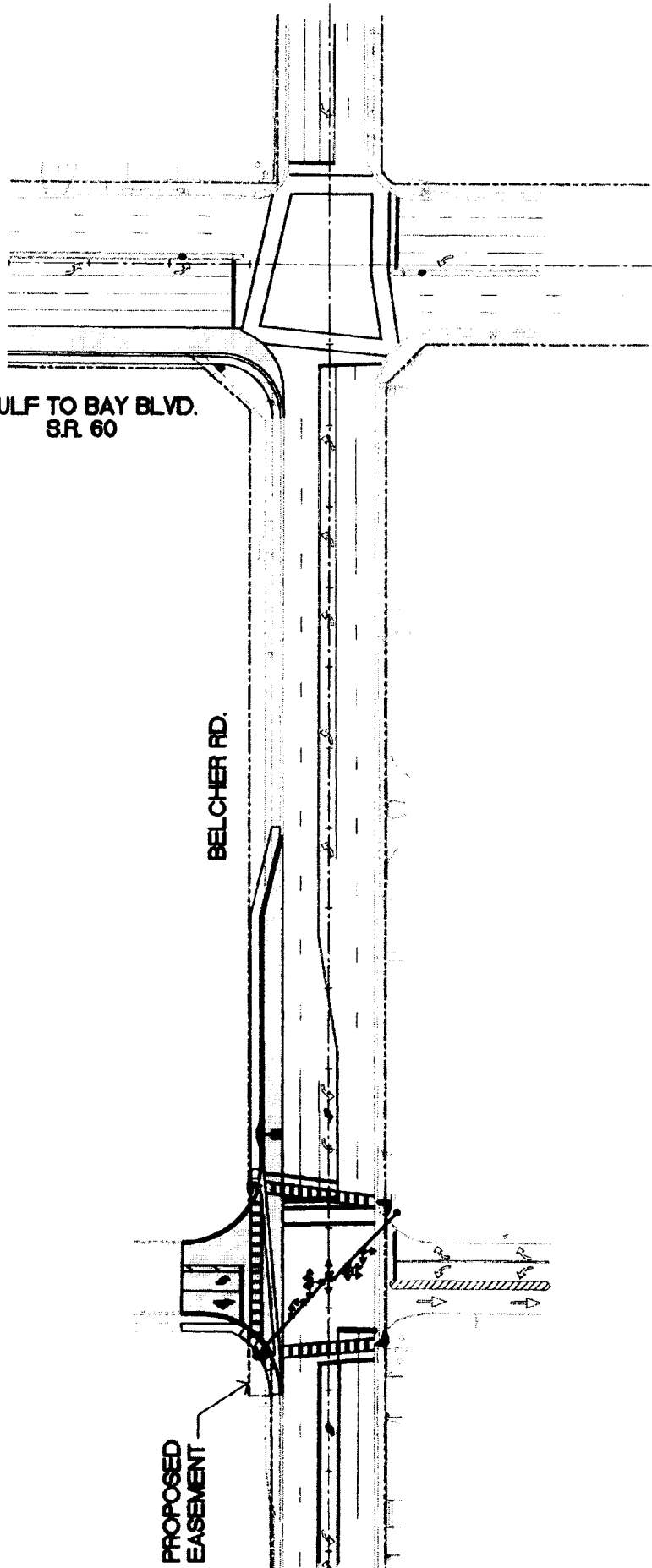


GULF TO BAY BLVD.  
S.R. 60



BELCHER RD.

PROPOSED  
EASEMENT



## PAC AGENDA – SUMMARY AGENDA ACTION SHEET

DATE: March 31, 2014

ITEM	ACTION TAKEN	VOTE
I. <u>MINUTES OF REGULAR PAC MEETING</u> <u>MARCH 3, 2014</u>	<u>Approved</u> Motion: Dean Neal Second: Fred Metcalf	9 – 0
II. <u>REVIEW OF PPC AGENDA FOR APRIL 9, 2014</u> A. <u>Subthreshold Land Use Plan Amendments</u>		
B. <u>Regular Land Use Plan Amendments -</u> 1. Case CW 14-07: City of St. Petersburg (continued from February)	<u>Withdrawn</u> Motion: Second:	
2. Case CW 14-11: City of Pinellas Park	<u>Approved</u> Motion: Fred Metcalf Second: Dean Neal	11 – 0
3. Case CW 14-12: City of Clearwater	<u>Approved</u> Motion: Dean Neal Second: Fred Metcalf	11 – 0
4. Case CW 14-13: Pinellas County	<u>Approved</u> Motion: Dean Neal Second: Fred Metcalf	11 – 0
C. <u>Minor Plan Change: Case CW-10-21(SAP Change</u> <u>No. 1-2014): City of Tarpon Springs</u>	<u>Approved</u> Motion: Dean Neal Second: Fred Metcalf	11 – 0
D. <u>Amended Development Agreement: Case CW-10-</u> <u>11 – City of Clearwater</u>	<u>Approved</u> Motion: Dean Neal Second: Derek Kilborn	11 – 0
E. <u>Annexation Report – Semi-Annual Update FY 14</u>	<u>No Action – Information Only</u>	
F. <u>Annexation Report – March 2014</u>	<u>No Action – Information Only</u>	
G. <u>CPA Actions March 2014</u>	<u>No Action – Information Only</u>	
H. <u>MPO/PPC Unification Update</u>	<u>No Action – Information Only</u>	
I. <u>Countywide Plan and Transportation Update</u> 1. Countywide Rule Amendment – Preliminary Draft	<u>No Action – Information Only</u>	
2. Schedule/Timing	<u>No Action – Information Only</u>	