

BOARD OF COUNTY COMMISSIONERS

DATE: May 19, 2015

AGENDA ITEM NO. 28

Consent Agenda ☐

Regular Agenda ☐

Public Hearing ☒

 **County Administrator's Signature:**

Subject:

Zoning and Land Use Case No. (Q) Z/LU-3-3-15 (Pinellas County, C1 Bank and Pinellas County Surplus Land Trust-Bayside Pinellas Community Housing FDTN, Inc., TRE)

Department:

Planning Department

Staff Member Responsible:

Gordon Beardslee, Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) HEAR PUBLIC COMMENT AND APPROVE THE PROPOSED ZONING AND FUTURE LAND USE MAP AMENDMENTS.

Summary Explanation/Background:

This request is being brought to the Board as directed by the Development Agreement associated with the original land use and zoning case that occurred in 2008. Development of the project has not commenced and the site remains vacant.

The future land use and zoning of the subject area were amended at that time to permit construction of a residential planned development that included an affordable housing component. The residential planned project was to be known as Bayside Apartment Homes and Bayside Reserves, and the Development Agreement stipulated in Sec. 10.3 that, if construction is not commenced within five years after the date of the Agreement, the County shall initiate an application to change the land use and zoning designations of the properties included in the development project back to the designations that existed on the properties prior to the Development Agreement becoming effective.

The request is to amend the Future Land Use Map (FLUM) and Zoning Atlas on 11.64 acres from Residential Low Medium and RPD-10, Residential Planned Development, ten (10) units per acre to designations of Residential Low on the FLUM and RPD-5, five (5) units per acre and A-E, Agricultural Estate Residential on the Zoning Atlas. A portion of the subject area consists of two parcels of land located north of 164th Avenue North and east of 49th Street North (extended), which were originally zoned R-2 and R-3 (single family zoning districts). These parcels, however, contain desirable vegetation that could be better preserved if RPD zoning were retained since this zoning district permits the clustering of development away from environmental resources such as mature trees, etc.

Therefore, staff recommends that these two parcels be designated as RPD-5 rather than have their zoning revert to the original R-2 and R-3 zoning districts in order to better protect the environmental features in this area.

Fiscal Impact/Cost/Revenue Summary:

N/A

Exhibits/Attachments Attached:

Staff Report with LPA Recommendation, Maps, Resolution & Ordinance with Exhibits, 2008 Development Agreement & Correspondence

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



Regarding: Case No. Z/LU-3-3-15

LPA Recommendation: The LPA finds that the proposed amendments are consistent with the Pinellas County Comprehensive Plan, and recommends approval of the proposed zoning change and Future Land Use Map amendment. (The vote was 6-0, in favor)

LPA Public Hearing: March 12, 2015

PLANNING STAFF RECOMMENDATION:

- Staff recommends that the LPA find that the proposed amendments to the Pinellas County Future Land Use Map (FLUM) and Zoning Atlas are consistent with the Pinellas County Comprehensive Plan based on the findings of this report.
- And further, Staff recommends that the LPA recommend approval of the proposed FLUM and Zoning Atlas amendments to the Pinellas County Board of County Commissioners.

CASE SUMMARY

APPLICANT'S NAME: Pinellas County, C1 Bank and Pinellas Cnty Surplus Land Trust-Bayside
Pinellas Community Housing FDTN Inc., TRE

DISCLOSURE: N/A

REPRESENTED BY: Pinellas County Planning Director

	LAND USE CHANGE	ZONING CHANGE
FROM:	Residential Low Medium	RPD-10, Residential Planned Development, 10 units per acre
TO:	Residential Low (11.64 acres)	RPD-5, Residential Planned Development, 5 units per acre (7.94 acres) & A-E, Agricultural Estate Residential (3.7 acres); retaining RPD-5 on 7.36 acres

PROPERTY DESCRIPTION:

Approximately 19 acres located at the northern terminus of 49th Street North, being west of the western terminus of 164th Avenue North in the unincorporated area of Largo.

PARCEL ID(S): 33/29/16/70380/100/1200, 2000, 0500, 0400 & 0300

PROPOSED BCC HEARING DATE: May 19, 2015

CORRESPONDENCE RECEIVED TO DATE:

Five letters received in opposition.

PERSONS APPEARING AT THE LOCAL PLANNING AGENCY HEARING:

Four persons appeared in opposition.

SURROUNDING ZONING AND LAND USE FACTS:

	Land Use Category	Zoning Designation	Existing Use
Subject Property:	Residential Low Medium	RPD-10	Vacant
Adjacent Properties:			
North	Preservation	AL	Mangroves and Tampa Bay
East	Residential Low	R-3	Single Family Dwellings
South	Residential Low	R-3 & City of Largo	Single Family Dwellings
West	Residential Low	City of Largo	Multi-Family and Single Family Dwellings

STAFF DISCUSSION AND ANALYSIS

COMPATIBILITY WITH SURROUNDING LAND USES

The future land use and zoning of the subject area were amended to their current designations in 2008 to allow for, in association with a now expired Development Agreement, a residential planned development with an affordable housing component. That residential planned project was to be known as Bayside Apartment and Bayside Reserves. The Development Agreement stipulated (per Sec. 10.3) that the amended land use and zoning designations on the subject property revert back to the previously existing designations in the event that construction does not commence on county-owned portion of the subject area within five years. Development of the project never commenced and the site remains vacant.

The subject area consists of five separate parcels, three of which are owned by Pinellas County. The other two parcels are owned by C1 Bank. In accordance with the Development Agreement, staff is recommending the land use and zoning designations revert back to those existing prior to the 2008 amendments with the exception of RPD-5 zoning replacing what was previously R-2, Single Family Residential and R-3, Single Family Residential on the two bank owned parcels. RPD-5 allows more flexibility in site development, as structures may be clustered to help minimize impacts to environmentally sensitive areas and preserve existing vegetation. Two of the County-owned parcels were RPD-5 prior to the 2008 amendments while the third was A-E. The northern portions of three of the parcels currently have a Preservation FLUM designation with Aquatic Lands (AL) zoning. The current designations on these environmentally sensitive locations will remain the same and are not a part of the amendment area.

The subject property is adjacent to Residential Low (RL) and Preservation (P) land uses. Tampa Bay is to the north and the approach to the Bayside Bridge is a short distance to the east. The proposed

Future Land Use Map (FLUM) amendment from Residential Low Medium (RLM) to RL is compatible with the surrounding area. The requested zoning amendments from RPD-10 to RPD-5 and A-E are also compatible with the surrounding uses and residential densities.

TRANSPORTATION IMPACTS AND CONCURRENCY

Approval of the requested amendments is not expected to increase transportation impacts or lower the level of service (LOS) on any of the nearby roadway facilities as the proposed changes would yield a net reduction of 383 daily vehicular trips.

OTHER INFRASTRUCTURE IMPACTS

The subject property is located within the Pinellas County Water Demand Planning Area and the Largo Wastewater Facility Service Area. Amending the subject site from RLM to RL could decrease potable water and wastewater demand by approximately 15,430 gallons per day, respectively. With respect to solid waste disposal, approval of the amendment could decrease the amount of solid waste generated by approximately 96.3 tons per year.

OTHER CONSIDERATIONS

A portion of the amendment area is located within the Coastal Storm Area. The maximum density allowed by the RL FLUM category is consistent with Coastal Management Element Policy 1.3.5 of the Pinellas County Comprehensive Plan, which does not allow the approval of requests to amend the FLUM to a land use category that permits more than five dwelling units per gross acre in the Coastal Storm Area. The RL category allows up to five units per acre.

SUMMARY

The requested FLUM and zoning amendments would bring the subject properties back to those designations that existed prior to the amendments approved in 2008, per the directives of the associated Development Agreement, with the one exception of replacing the previous single-family zoning designations of R-2 and R-3 with RPD-5 on two of the parcels in order to enhance site development flexibility. The proposed amendments are compatible with surrounding land uses and the sensitive coastal location of the site.

IMPLEMENTATION OF THE PINELLAS COUNTY COMPREHENSIVE PLAN

Staff finds that the proposed amendments are consistent with the following adopted objectives and policies of the Pinellas County Comprehensive Plan.

Future Land Use Element

GOAL ONE: THE PATTERN OF LAND USE IN PINELLAS COUNTY SHALL PROVIDE A VARIETY OF URBAN ENVIRONMENTS TO MEET THE NEEDS OF A DIVERSE POPULATION AND THE LOCAL ECONOMY, CONSERVE AND LIMIT DEMANDS ON NATURAL AND ECONOMIC RESOURCES TO ENSURE SUSTAINABLE BUILT AND NATURAL ENVIRONMENTS, BE IN THE OVERALL PUBLIC INTEREST, AND EFFECTIVELY SERVE THE COMMUNITY AND ENVIRONMENTAL NEEDS OF THE POPULATION.

- 1.2.3. Policy: Plan designations on the Future Land Use Map shall be compatible with the natural environment, support facilities and services, and the land uses in the surrounding area.

GOAL THREE: PINELLAS COUNTY'S PLAN SHALL PROMOTE A BALANCED RELATIONSHIP BETWEEN THE NATURAL ENVIRONMENT AND DEVELOPMENT.

Coastal Management Element

- 1.3. Objective: Pinellas County shall restrict development within the coastal storm area, and shall direct population concentrations out of the coastal storm area.

- 1.3.5. Policy: Pinellas County shall not approve any request to amend the Future Land Use Map (FLUM) to designate parcels of land within the coastal storm area with a FLUM category that permits more than 5.0 dwelling units per gross acre.

COUNTY DEVELOPMENT REGULATIONS

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

Attachment (Maps)

Amendment to the Pinellas County Future Land Use Map and Pinellas County Zoning Atlas Map

INFRASTRUCTURE IMPACTS
SOLID WASTE IMPACT ASSESSMENT

LAND USE DESIGNATIONS	SOLID WASTE Total Tons/Year *
EXISTING	
Residential Low Medium	11.6 acres x 10 upa = 116 units 116 units x 1.66 tons/unit/year (residential factor) = 192.56 tons/year
PROPOSED	
Residential Low	11.6 acres x 5 upa = 58 units 58 units x 1.66 tons/unit/year (residential factor) = 96.28 tons/year
NET DIFFERENCE	-96.28 tons/year

* (Non Residential) Gross Floor Area x Solid Waste Disposal Rate / 2,000 lbs = Total Tons per Year

* (Residential) Units x Annual Per Capita Rate = Total Tons per Year

Note: Based upon Solid Waste Disposal Rate determined by DUS Consultants for the Solid Waste Authority of Palm Beach County.

POTABLE WATER AND SANITARY SEWER IMPACT ASSESSMENT

LAND USE DESIGNATIONS	POTABLE WATER GPD *	WASTEWATER GPD*
EXISTING		
Residential Low Medium	11.6 acres x 10 upa = 116 units 116 x 266 per unit (residential factor) = 30,856 GPD	11.6 acres x 10 upa = 116 units 116 x 266 per unit (residential factor) = 30,856 GPD
PROPOSED		
Residential Low	11.6 acres x 5 upa = 58 units 58 x 266 per unit (residential factor) = 15,428 GPD	11.6 acres x 5 upa = 58 units 58 x 266 per unit (residential factor) = 15,428 GPD
NET DIFFERENCE	-15,428 GPD	-15,428 GPD

* (Non Residential) Gross Floor Area x Consumption Rate = GPD

* (Residential) Number of Units x Consumption Rate = GPD

NOTE: GPD = Gallons per Day

TRANSPORTATION AND ROADWAY IMPACTS

	YES or NO	COMMENTS
Is the proposed amendment located within one half mile of a concurrency corridor (i.e., constrained, congestion containment, and/or long term concurrency management corridor)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is the amendment located along a scenic/non-commercial corridor?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	



ENVIRONMENTAL AND SITE CONDITIONS

	YES or NO	COMMENTS
Identify any onsite soils. Are any classified as "very limited" or "subject to subsidence?"	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	The site contains Myakka Soils and Urban Land, which has been classified as "very limited", but suitable for urban development.
Are there any threatened, endangered or listed habitats or species onsite (including species of special concern)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Identify onsite vegetation; does the site contain any significant native vegetative communities (e.g., sandhill).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is the site located within the wellhead protection zone and/or aquifer recharge area?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Identify the watershed in which the site is located.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The subject area is located within the Cross Bayou watershed.
Is the site located within the 25 year floodplain?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is the site located within the 100 year floodplain?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does the site contain, or is it adjacent to any wetlands, rivers, creeks, lakes, marshes, Tampa Bay or the Gulf of Mexico, etc.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

*The standard categories of soil classifications (i.e., severe, very severe etc.) have been replaced by Building Site Development Limitations (i.e., somewhat limited, very limited etc.)

PUBLIC SAFETY

	YES or NO	COMMENTS
Is the site located with the coastal storm area?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is the site located within a hurricane evacuation zone. If so, identify the zone.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A and B
Identify the Fire District serving the proposed development.		The subject site is located within the Largo Fire District.

COMMUNITY IMPACTS

	YES or NO	COMMENTS
Will approval of this amendment affect the provision of affordable housing; if so, explain the positive/negative impacts.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the applicant sought/been issued an affordable housing finding by the Department of Community Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Will the approval of the amendment result in the displacement of mobile home residents?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Will the approval of the amendment result in the elimination of a water-dependent land use such as a marina or boat ramp? If so, identify how many ramps/lanes or slips will be eliminated.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Would the amendment affect beach/waterfront accessibility?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is the amendment located within a County redevelopment/revitalization area; if so, is the amendment consistent with the community revitalization plan, vision, etc.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Would the amendment have a significant impact on an adjacent local government?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is the amendment located within a designated brownfield area?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Has the property been the subject of a previous amendment proposal within the last 12 months?

Yes ☐ No ☒

Is the property within 200 feet of a property under same owner that has been amended within the past 12 months?

Yes ☐ No ☒

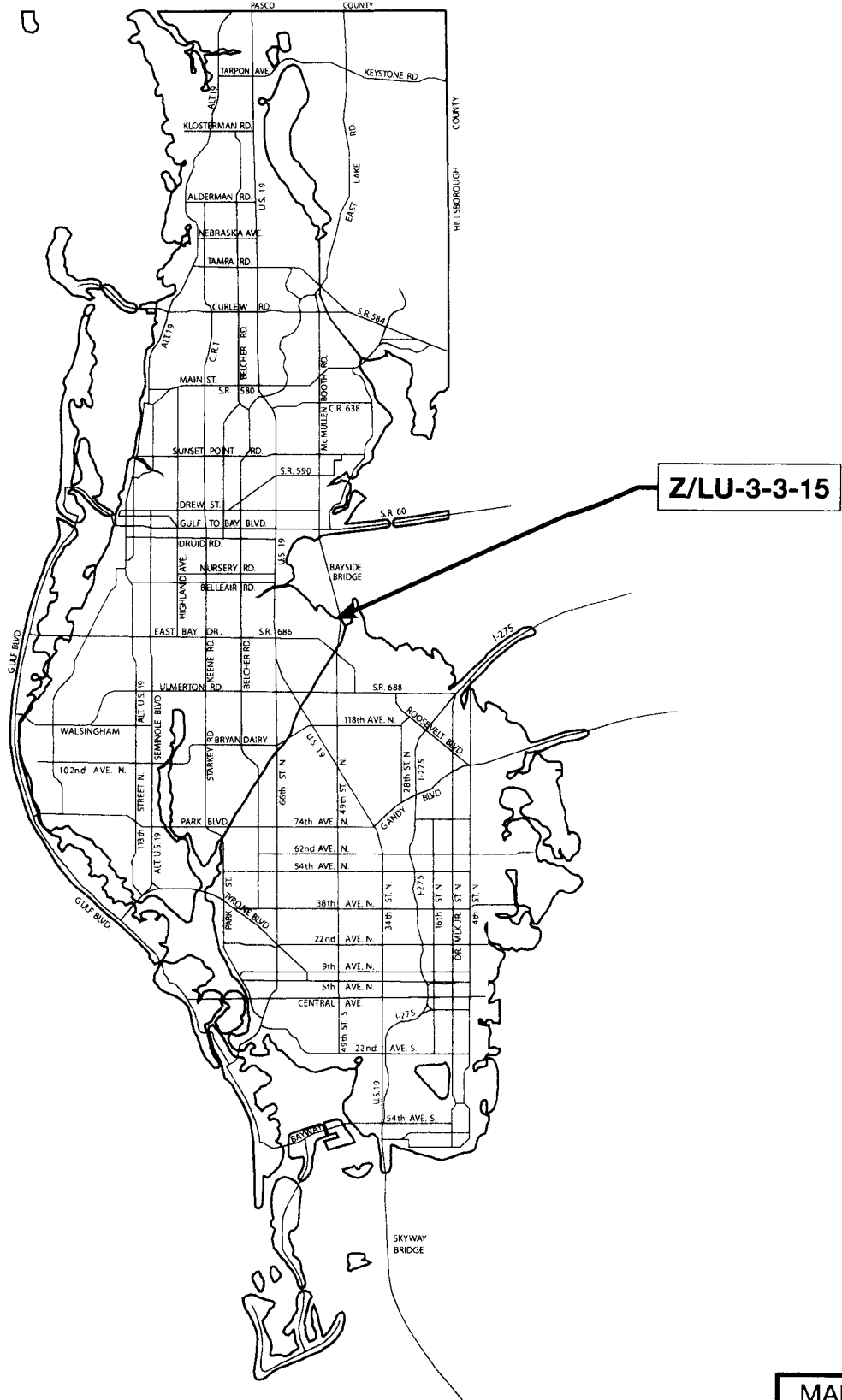
ATTACH THE FOLLOWING:

- ☐ Location Map
- ☐ Future Land Use Map with zoning designations
- ☐ Aerial



PINELLAS COUNTY PLANNING DEPARTMENT TRAFFIC ANALYSIS FOR A PROPOSED LAND USE CHANGE							
LU#: Z/LU-3-3-15		Jurisdiction: Pinellas County					
Revised:		Received: 02/09/2015		Signoff:			
SITE DATA							
Parcel Size: 19.00							
Proposed for Amendment: 11.60							
Current Land Use Designation: Residential Low Medium							
Potential Use	sf/acre(s)	x(far)/(upa)	Units	sf/1,000	x(tgr)	cap.	Proj. trips
(1) Residential	11.6		116	N/A	6.6	100	765
Proposed Land Use Designation: Residential Low							
Potential Use	sf/acre(s)	x(far)/(upa)	Units	sf/1,000	x(tgr)	cap.	Proj. trips
(1) Residential	11.60		58	N/A	6.6	100.00	382
Total							383
Potential Additional Daily Trips: -383							
ROADWAY IMPACT DATA - Trip Distribution							
Road(s)		% Distribution		Traffic Vol. (AADT)			
		2013	2035				
(1) Roosevelt Blvd		-383	-383	existing	43,500	43,500	
49th St. Ramp to US Hwy 19		100	100	proposed	43,117	43,117	
Road(s)		2013 PH		2013 AADT		2035 AADT	
		LOS	V/CR	extg.	w/ chg.	extg.	w/ chg.
(1) Roosevelt Blvd							
49th St. Ramp to US Hwy 19		C	0.69	C	C	F	F
Road(s)		Extg		Planned		Const.	
		Ln Cfg	Improv.	Year	Ln Cfg	Desig.	
(1) Roosevelt Blvd		49th St. Ramp to US Hwy 19	4D	N/A	N/A	N/A	N/A
ABBREVIATIONS/NOTES							
AADT = Average Annual Daily Trips AC = Acres CAP = Capture Rate (i.e., % new trips) CCC = Congestion Containment Corridor CFG = Configuration CMS = Concurrency Management System CON = Constrained County Corridor Const. = Construction D/U = Divided/undivided E = Enhanced FAR = Floor Area Ratio FDOT = Florida Department of Transportation DEF = Deficient State Road 2035 traffic volumes from MPO, adjusted FDOT Regional Transportation Analysis model output Average daily level of service based on Generalized Daily LOS Volume Tables from FDOT 2010 LOS Manual				Ln. = Lanes LOS = Level of Service LTCM = Long Term Concurrency Management Corridor MPO = Metropolitan Planning Organization N/A = Not applicable PC = Partially controlled access PH = Peak Hour SF = Square Feet TGR = Trip Generation Rate UPA = Units Per Acre UTS = Units (dwelling) V/CR = Volume-to-Capacity Ratio MIS = Mitigating Improvement Scheduled			

LOCATION MAP



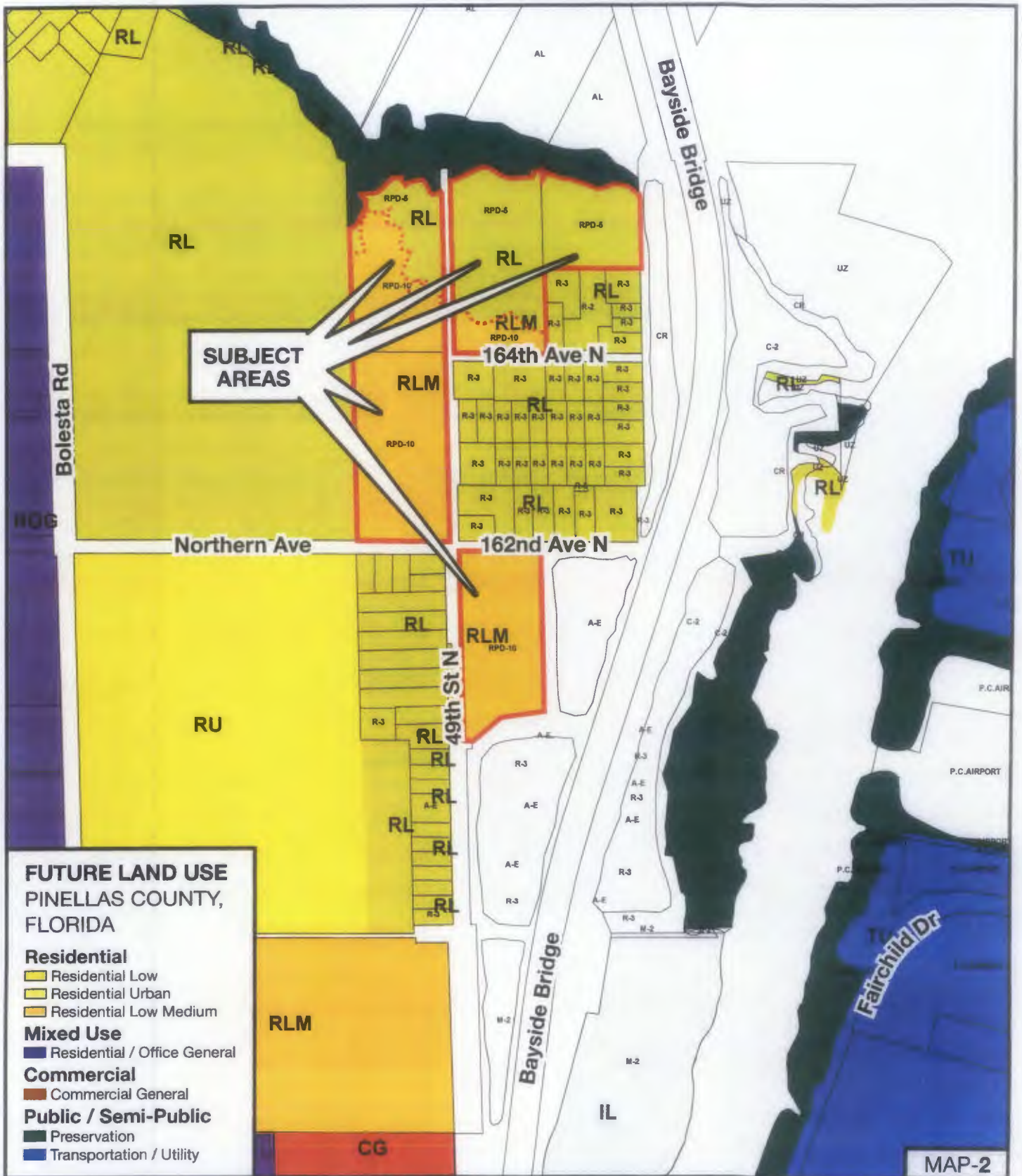
MAP-1

Z/LU-3-3-15

Zoning From: RPD-10, Residential Planned Development, 10 units per acre
To: RPD-5, Residential Planned Development, 5 units per acre (7.94 ac)
& A-E, Agricultural Estate Residential (3.7 ac) & retaining RPD-5 on 7.36 acres
Land Use From: Residential Low Medium
To: Residential Low (11.64 ac)

Parcel I.D. 33/29/16/70380/100/1200, 2000, 0500, 0400 & 0300
Prepared by: Pinellas County Planning Department - February 2015





Z/LU-3-3-15

Zoning

From: RPD-10, Residential Planned Development, 10 units per acre
To: RPD-5, Residential Planned Development, 5 units per acre (7.94 ac)
 & A-E, Agricultural Estate Residential (3.7 ac) & retaining RPD-5 on 7.36 acres.

Land Use

From: Residential Low Medium
To: Residential Low (11.64 ac)

Parcel I.D. 33/29/16/70380/100/1200, 2000, 0500, 0400 & 0300

Prepared by: Pinellas County Planning Department - February 2015





Z/LU-3-3-15

Zoning

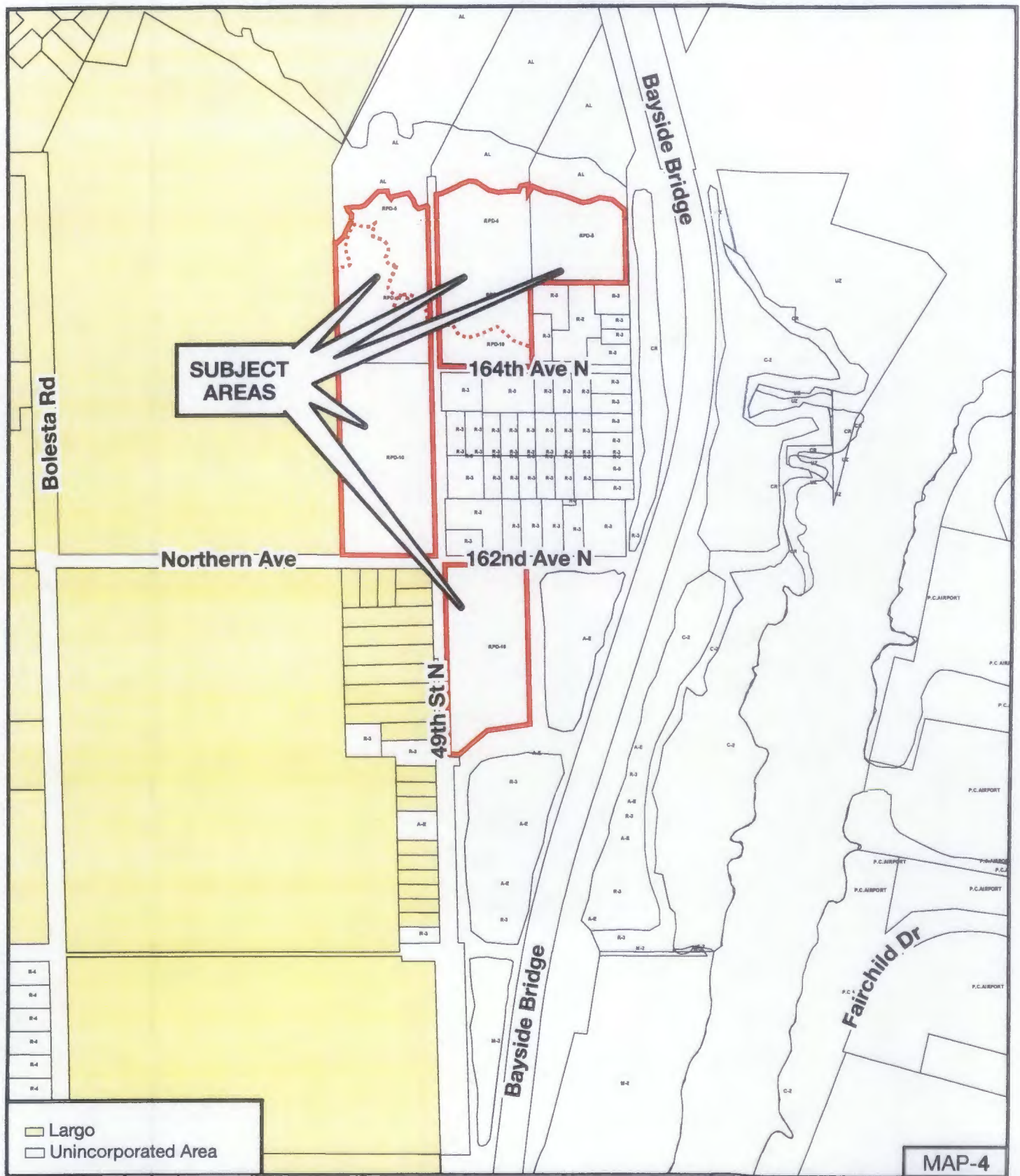
From: RPD-10, Residential Planned Development, 10 units per acre
To: RPD-5, Residential Planned Development, 5 units per acre (7.94 ac)
 & A-E, Agricultural Estate Residential (3.7 ac) & retaining RPD-5 on 7.36 acres.

Land Use

From: Residential Low Medium
To: Residential Low (11.64 ac)

Parcel I.D. 33/29/16/70380/100/1200, 2000, 0500, 0400 & 0300
 Prepared by: Pinellas County Planning Department - February 2015





Z/LU-3-3-15

Zoning

From: RPD-10, Residential Planned Development, 10 units per acre
To: RPD-5, Residential Planned Development, 5 units per acre (7.94 ac)
 & A-E, Agricultural Estate Residential (3.7 ac) & retaining RPD-5 on 7.36 acres.

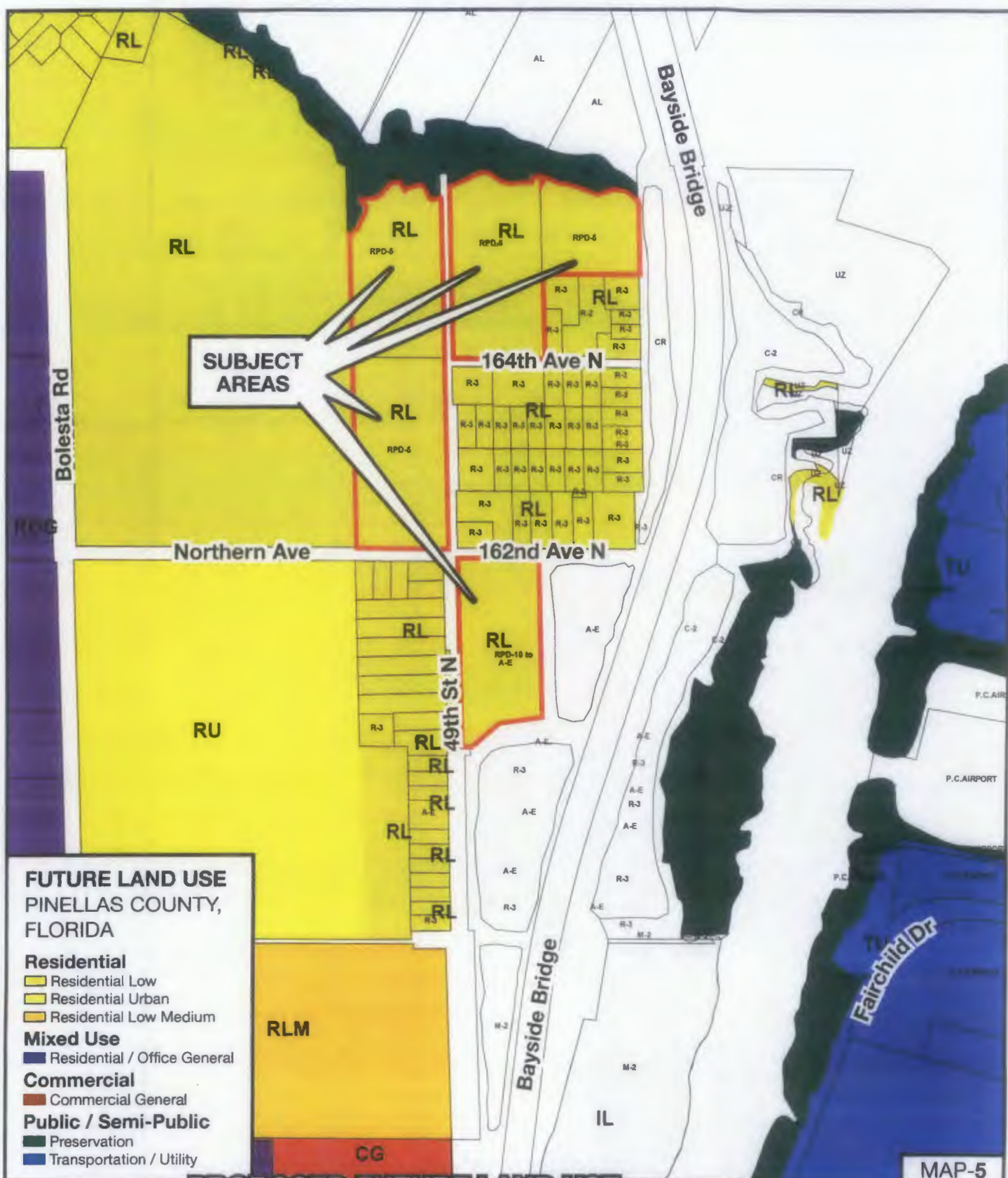
Land Use

From: Residential Low Medium
To: Residential Low (11.64 ac)

Parcel I.D. 33/29/16/70380/100/1200, 2000, 0500, 0400 & 0300

Prepared by: Pinellas County Planning Department - February 2015





FUTURE LAND USE
PINELLAS COUNTY,
FLORIDA

Residential
 [Yellow] Residential Low
 [Light Yellow] Residential Urban
 [Orange] Residential Low Medium

Mixed Use
 [Dark Blue] Residential / Office General

Commercial
 [Brown] Commercial General

Public / Semi-Public
 [Green] Preservation
 [Blue] Transportation / Utility

PROPOSED FUTURE LAND USE

Z/LU-3-3-15	Zoning From: RPD-10, Residential Planned Development, 10 units per acre To: RPD-5, Residential Planned Development, 5 units per acre (7.94 ac) & A-E, Agricultural Estate Residential (3.7 ac) & retaining RPD-5 on 7.36 acres. Land Use From: Residential Low Medium To: Residential Low (11.64 ac)
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Parcel I.D. 33/29/16/70380/100/1200, 2000, 0500, 0400 & 0300
 Prepared by: Pinellas County Planning Department - February 2015



MAP-5

RESOLUTION NO. _____

RESOLUTION CHANGING THE ZONING CLASSIFICATION OF APPROXIMATELY 11.64 ACRES LOCATED AT THE NORTHERN TERMINUS OF 49TH STREET NORTH, BEING WEST OF THE WESTERN TERMINUS OF 164TH AVENUE NORTH IN THE UNINCORPORATED AREA OF LARGO; PAGE 709 OF THE ZONING ATLAS, AS BEING IN SECTION 33, TOWNSHIP 29, RANGE 16; FROM RPD-10, RESIDENTIAL PLANNED DEVELOPMENT, 10 UNITS PER ACRE TO RPD-5, RESIDENTIAL PLANNED DEVELOPMENT, 5 UNITS PER ACRE (7.94 ACRES) & A-E, AGRICULTURAL ESTATE RESIDENTIAL (3.7 ACRES); RETAINING RPD-5 ON 7.36 ACRES; UPON APPLICATION OF PINELLAS COUNTY & C1 BANK AND PINELLAS COUNTY SURPLUS LAND TRUST- BAYSIDE PINELLAS COMMUNITY HOUSING FDTN INC., TRE THROUGH PINELLAS COUNTY PLANNING DIRECTOR, REPRESENTATIVE, Z/LU-3-3-15

WHEREAS, Pinellas County, C1 Bank and Pinellas County Surplus Land Trust – Bayside Pinellas Community Housing FDTN Inc., TRE, Owners of the property hereinafter described, have petitioned the Board of County Commissioners of Pinellas County to change the zone classification of the real property hereinafter described from RPD-10, Residential Planned Development, 10 units per acre to RPD-5, Residential Planned Development, 5 units per acre (7.94 acres) & A-E, Agricultural Estate Residential (3.7 acres); retaining RPD-5 on 7.36 acres; and

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

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

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

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pinellas County in regular session duly assembled this 19th day of May, 2015, that the zone classification of the following described real property in Pinellas County, Florida, to wit:

See Attached Exhibits "A", "A-1" & "A-2"

be, and the same is hereby changed from RPD-10, Residential Planned Development, 10 units per acre to RPD-5, Residential Planned Development, 5 units per acre (7.94 acres) & A-E, Agricultural Estate Residential (3.7 acres); retaining RPD-5 on 7.36 acres, subject to an amendment to the Pinellas County Future Land Use Map from Residential Low Medium to Residential Low (11.64 acres), Z/LU-3-3-15.

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

Ayes:

Nays:

Absent and not voting:

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY


By 
Attorney

EXHIBIT "A"

PARCEL I:

LOT 3, LESS THE SOUTH 284.85 FEET THEREOF, IN THE NE OF ¼ OF SECTION 33, TOWNSHIP 29 SOUTH, RANGE 16 EAST, ACCORDING TO THE PLAT OF PINELLAS GROVES SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL II:

LOT 4 IN THE NE OF ¼ OF SECTION 33, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, ACCORDING TO THE MAP OF PINELLAS GROVES, RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHTS-OF-WAY.

Exhibit "A-1"

Lots 5 and 12. In the NE ¼ of Section 33, Township 29 South, Range 16 East, according to the map of PINELLAS GROVES, INC., as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida; TOGETHER WITH a parcel of submerged land in Old Tampa Bay, described as follows: From the northeast corner of said Section 33, Township 29 South, Range 16 East, run North 85°17'03" West a distance of 1940.20 feet along the Section line for Point of Beginning; thence South 1°14'35" East 32.0 feet to the Northeast corner of said Lot 5 of Pinellas Groves in the NE ¼ of said Section 33, as recorded in Plat Book 1, page 55, of the Public Records of Pinellas County, Florida, as it now exists; thence along the High Water Mark and the Northerly line of Lot 5, South 78°57'59" West 183.25 feet; thence South 82°11'25" West 181.12 feet; thence South 65°38'48" West 93.94 feet; thence South 56.19 feet; thence South 28°14'31" West 79.08 feet to the Northwest corner of said Lot 5; thence South 1°19'33" West 231.8 feet to the Section line; thence North 27°30'01" East 1188.61 feet to the Bulkhead line; thence South 62°29'55" East 299.10 feet; thence South 27°30'01" West 1032.63 feet to the Point of Beginning.

Exhibit "A-2"

LEGAL DESCRIPTION

PARCEL NOS. 284.1, 284.2
AND ADDITIONAL PARCELS

Lot 1 in the Northeast 1/4 of Section 23, Township 29 South, Range 16 East, as shown by plat of FIDELLIS GROVES, INC., recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida; LESS THE FOLLOWING DESCRIBED PORTION THEREOF: From the Southwest corner of said Lot 1, run North along the West boundary thereof, a distance of 193 feet to the Point of Beginning; thence continue along said West boundary, a distance of 193 feet, thence East, parallel to the South boundary of said Lot 1, a distance of 200 feet; thence South, parallel to the West boundary of said Lot 1, 158 feet to a point 50 feet North of the South boundary of said Lot 1; thence Southwesterly in a straight line 210 feet more or less to the Point of Beginning.

AND

Lot 2 in the Northeast 1/4 of Section 23, Township 29 South, Range 16 East, is shown by plat of FIDELLIS GROVES, INC., recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida.

AND

That part of Lot 14, FIDELLIS GROVES, INC., in the Northeast 1/4 of Section 21, Township 29 South, Range 16 East, according to plat thereof, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, described as follows: Commence at the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 21 of said Township 29, run N 01°04'33"W, along the East line of said Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4, a distance of 15.01 ft. to the Southwest corner of said Lot 14 and the Point of Beginning; thence N 89°27'10"W, along the south line of said Lot 14, a distance of 278.89 ft. to a point on the East line of that certain tract conveyed to Patterson and Favour as described in OR 5088, Pages 274 and 277, Public Records of Pinellas County, Florida; thence N 01°09'44"W, along the East line of said Patterson and Favour tract, a distance of 193.70 ft.; thence S 89°27'10"W, 180.12 ft. to the East line of said Lot 14; thence S 01°04'33"W, along the East line of said Lot 14, a distance of 193.69 ft. to the Point of Beginning.

AND

Lot 15 and Lot 16 in the Northeast 1/4 of Section 23, Township 29 South, Range 16 East, as shown by plat of FIDELLIS GROVES, INC., recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida. LESS that part of said Lots 15 and 16, which lies within 20 feet of the South line of the Northeast 1/4 of the Northeast 1/4 for road right-of-way.

AND

Lot 19 and Lot 20 in the Northeast 1/4 of Section 23, Township 29 South, Range 16 East, as shown by plat of FIDELLIS GROVES, INC., recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida.

AND

A parcel in Old Tampa Bay in Section 21, Township 29 South, Range 16 East, Pinellas County, Florida, more particularly described as follows: Begin at the Southeast corner of Lot 14, in the Northeast 1/4 of said Section 23, Pinellas County Subdivision, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, said point also being the Southwest corner of the Northeast 1/4 of Northeast 1/4 of Section 21-29-16; thence N 0°25'00"W, along the section line, 298.45 ft. to a Point of Beginning; thence continue N 0°25'00"W, 433.70 ft.; thence N 89°27'06"W, 21.02 ft.; thence westerly the shoreline N 24°27'06"W, 330.8 ft.; thence S 89°27'06"W, 290.0 ft.; thence N 89°01'43"W, 228.04 ft. to the 20 acre line; thence N 1°04'33"W, 85.0 ft. to the North line of Section 23, Township 29 South, Range 16 East; thence N 89°17'03"W, 279.21 ft.; thence S 25°45'46"W, 178.78 ft.; thence S 75°31'32"E, 340.48 ft.; thence S 42°31'22"W, 82.26 ft. to the waterly right-of-way Channel; thence S 32°00'00"W, along said right-of-way, 278.25 ft.; thence S 24°00'00"W, 297.44 ft. to the Point of Beginning.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF PINELLAS COUNTY, FLORIDA BY CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 11.64 ACRES LOCATED AT THE NORTHERN TERMINUS OF 49TH STREET NORTH, BEING WEST OF THE WESTERN TERMINUS OF 164TH AVENUE NORTH IN THE UNINCORPORATED AREA OF LARGO, LOCATED IN SECTION 33, TOWNSHIP 29, RANGE 16 FROM: RESIDENTIAL LOW MEDIUM TO: RESIDENTIAL LOW.

WHEREAS, the application for an amendment to the Future Land Use Map of Pinellas County, Florida, hereinafter listed, has been presented to the Board of County Commissioners of Pinellas County; and

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

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

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pinellas County, Florida in regular meeting duly assembled this 19th day of May 2015 that;

Section 1. The Future Land Use Map of Pinellas County, Florida is amended by redesignating the property described as: Approximately 11.64 acres located at the northern terminus of 49th St. N., being west of the western terminus of 164th Avenue North in the unincorporated area of Largo. Referenced as case Z/LU-3-3-15, and owned by Pinellas County, C1 Bank & Pinellas County Surplus Land Trust – Bayside Pinellas Community Housing FDTN, Inc., TRE from: Residential Low Medium to: Residential Low. See attached Exhibits “A”, “A-1” & “A-2”.

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

Section 3. This Ordinance shall take effect upon:

- a) Receipt of notice from the Secretary of State that the Ordinance has been filed is received; and

- b) Approval by the Countywide Planning Authority of the requisite amendment of the Countywide Future Land Use Plan submitted herein pursuant to Chapter 2012-245, Laws of Florida.
- c) Pursuant to Section 163. 3184 (3), Florida Statutes, an amendment adopted under the expedited provisions of this section shall not become effective until 31 days after the state land planning agency notifies Pinellas County that the plan amendment packet is complete. If timely challenged, an amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this Amendment may be issued or commence before the amendment has become effective.

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

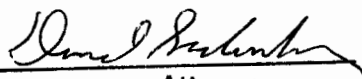
By 
Attorney

EXHIBIT "A"

PARCEL I:

LOT 3, LESS THE SOUTH 284.85 FEET THEREOF, IN THE NE OF ¼ OF SECTION 33, TOWNSHIP 29 SOUTH, RANGE 16 EAST, ACCORDING TO THE PLAT OF PINELLAS GROVES SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL II:

LOT 4 IN THE NE OF ¼ OF SECTION 33, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, ACCORDING TO THE MAP OF PINELLAS GROVES, RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHTS-OF-WAY.

Exhibit "A-1"

Lots 5 and 12, in the NE ¼ of Section 33, Township 29 South, Range 16 East, according to the map of PINELLAS GROVES, INC., as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida; TOGETHER WITH a parcel of submerged land in Old Tampa Bay, described as follows: From the Northeast corner of said Section 33, Township 29 South, Range 16 East, run North 88°17'03" West a distance of 1340.20 feet along the Section line for Point of Beginning; thence South 1°14'28" East 32.0 feet to the Northeast corner of said Lot 5 of Pinellas Groves in the NE ¼ of said Section 33, as recorded in Plat Book 1, page 55, of the Public Records of Pinellas County, Florida, as it now exists; thence along the High Water Mark and the Northerly line of Lot 5, South 78°47'53" West 103.25 feet; thence South 82°11'28" West 801.12 feet; thence South 65°30'48" West 93.94 feet; thence South 55.15 feet; thence South 33°14'31" West 79.88 feet to the Northwest corner of said Lot 5; thence North 1°19'23" West 231.0 feet to the Section line; thence North 27°30'01" East 1183.61 feet to the Bullhead line; thence South 62°28'58" East 299.10 feet; thence South 27°30'01" West 1032.63 feet to the Point of Beginning.

Exhibit "A-2"

LEGAL DESCRIPTION

PARCEL NOS. 184.1, 184.2
AND ADDITIONAL PROPERTY

Lot 1 in the Northeast 1/4 of Section 33, Township 29 South, Range 16 East, as shown by plat of PINELLAS GROVES, INC., recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida; LESS THE FOLLOWING DESCRIBED PORTION THEREOF: From the Southeast corner of said Lot 1, run South along the East boundary thereof, a distance of 133 feet; thence East, parallel to the South boundary of said Lot 1, a distance of 224 feet; thence South, parallel to the East boundary of said Lot 1, a distance of 133 feet to a point 50 feet North of the South boundary of said Lot 1; thence Southwesterly in a straight line 210 feet more or less to the Point of Beginning.

AND

Lot 2 in the Northeast 1/4 of Section 33, Township 29 South, Range 16 East, as shown by plat of PINELLAS GROVES, INC., recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida.

AND

That part of Lot 14, PINELLAS GROVES, INC., in the Northeast 1/4 of Section 33, Township 29 South, Range 16 East, according to plat thereof, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, described as follows: Commence at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 33, run S 01°04'33"W, along the East line of said Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4, a distance of 18.01 ft. to the Southeast corner of said Lot 14 and the Point of Beginning; thence N 89°27'20"W, along the north line of said Lot 14, a distance of 278.00 ft. to a point on the East line of that certain tract conveyed to Patterson and Favour as described in OR 5088, Pages 274 and 277, Public Records of Pinellas County, Florida; thence N 01°04'44"W, along the East line of said Patterson and Favour tract, a distance of 182.70 ft.; thence S 89°27'10"E, 180.12 ft. to the East line of said Lot 14; thence S 01°04'33"E, along the East line of said Lot 14, a distance of 183.89 ft. to the Point of Beginning.

AND

Lot 15 and Lot 16 in the Northeast 1/4 of Section 33, Township 29 South, Range 16 East, as shown by plat of PINELLAS GROVES, INC., recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida. LESS that part of said Lots 15 and 16, which lies within 70 feet of the South line of the Northeast 1/4 of the Northeast 1/4 for road right-of-way.

AND

Lot 18 and Lot 20 in the Northeast 1/4 of Section 33, Township 29 South, Range 16 East, as shown by plat of PINELLAS GROVES, INC., recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida.

AND

A parcel in Old Tampa Bay in Section 33, Township 29 South, Range 16 East, Pinellas County, Florida, more particularly described as follows: Begin at the Southeast corner of Lot 14, in the Northeast 1/4 of said Section 33, Pinellas Groves Subdivision, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, said point also being the Northeast corner of the Northeast 1/4 of Northeast 1/4 of Section 33-29-16; thence N 0°45'00"W, along the section line, 188.44 ft. for a Point of Beginning; thence southeasterly the shoreline S 14°27'55"W, 250.0 ft.; thence S 31°27'06"W, 250.0 ft.; thence N 82°02'43"W, 222.04 ft. to the 20 acre line; thence N 1°04'53"W, 85.0 ft. to the North line of Section 33, Township 29 South, Range 16 East; thence S 89°17'03"E, 222.11 ft.; thence S 12°45'46"W, 178.70 ft.; thence S 74°32'35"E, 340.48 ft.; thence S 42°31'23"E, 93.36 ft. to the waterway right-of-way channel; thence S 32°00'00"W, along said right-of-way, 276.25 ft.; thence S 14°00'00"W, 297.44 ft. to the Point of Beginning.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("AGREEMENT") is dated December 3 2008, effective as provided in Section 5 of this AGREEMENT, and entered into by and between BAYSIDE APARTMENT HOMES, LLC, a Florida limited liability company ("BAYSIDE APARTMENT"), BAYSIDE RESERVES, INC., a Florida corporation ("BAYSIDE RESERVES"), and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida acting through its Board of County Commissioners, the governing body thereof (the "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. BAYSIDE RESERVES is the owner of upland real property ("BAYSIDE RESERVES PROPERTY") and submerged real property ("SUBMERGED LAND") located in the unincorporated area of the COUNTY, more particularly described on Exhibit "A" attached hereto and incorporated herein.

D. The COUNTY is the owner of approximately 8.788 acres m.o.l. of upland real property ("COUNTY DEVELOPMENT PROPERTY") located in the unincorporated area of the COUNTY, more particularly described on Exhibit "A-1" attached hereto and incorporated herein.

E. The COUNTY is the owner of approximately 3.79 acres m.o.l. of upland real property ("COUNTY TRANSFER PROPERTY") located in the unincorporated area of the COUNTY, more particularly described on Exhibit "A-2" attached hereto and incorporated herein.

F. The COUNTY intends to either directly lease the COUNTY DEVELOPMENT PROPERTY to BAYSIDE APARTMENT under a Ninety-Nine (99) year ground lease ("GROUND LEASE") or convey its interest in the COUNTY DEVELOPMENT PROPERTY to a land trust wherein the Pinellas County Housing Finance Authority or its designee will act as trustee and will subsequently enter into the GROUND LEASE with BAYSIDE APARTMENT.

G. The COUNTY, BAYSIDE APARTMENT, and BAYSIDE RESERVES intend to develop the COUNTY DEVELOPMENT PROPERTY and the BAYSIDE RESERVES PROPERTY as a residential planned development in accordance with the land use and zoning designations sought, with such development generally conforming to the concept plan ("MASTER CONCEPT PLAN") shown on Exhibit "B" attached hereto and incorporated

herein. The project depicted on the MASTER CONCEPT PLAN is hereinafter referred to as "MASTER PROJECT".

H. The COUNTY intends to allocate all development rights from the COUNTY TRANSFER PROPERTY to the COUNTY DEVELOPMENT PROPERTY, in accordance with Section 138-645(e)(3) of the CODE.

I. BAYSIDE RESERVES intends to convey a portion of the SUBMERGED LAND to the COUNTY, which is more particularly described on Exhibit "A" ("BAYSIDE SUBMERGED LAND"), to be used exclusively as an unimproved waterway for preservation purposes and to support the maintenance and operation of the Bayside Bridge.

J. The BAYSIDE RESERVES PROPERTY currently has land use designations and zoning designations as depicted and described on Exhibit "C" attached hereto and incorporated herein.

K. The COUNTY DEVELOPMENT PROPERTY currently has land use designations and zoning designations as depicted and described on Exhibit "C-1" attached hereto and incorporated herein.

L. The COUNTY TRANSFER PROPERTY currently has a land use designation and a zoning designation as depicted and described on Exhibit "C-2" attached hereto and incorporated herein.

M. BAYSIDE RESERVES has requested that the COUNTY place land use designations and zoning designations on the BAYSIDE RESERVES PROPERTY as depicted and described on Exhibit "D" attached hereto and incorporated herein.

N. The COUNTY Community Development Director has requested that the COUNTY place land use designations and zoning designations on the COUNTY DEVELOPMENT PROPERTY as depicted and described on Exhibit "D-1" attached hereto and incorporated herein.

O. The COUNTY Community Development Director has requested that the COUNTY place a land use designation and a zoning designation on the COUNTY TRANSFER PROPERTY as depicted and described on Exhibit "D-2" attached hereto and incorporated herein.

P. It is the intention of BAYSIDE RESERVES and the COUNTY that the portion of the BAYSIDE RESERVES PROPERTY ("Environmental and Preservation Property 1") and the COUNTY DEVELOPMENT PROPERTY ("Environmental and Preservation Property 2") currently designated Preservation on the future land use map, as may be modified based on field surveys, shall remain Preservation, with development being limited to the improvements depicted on the MASTER CONCEPT PLAN.

Q. The COUNTY and BAYSIDE APARTMENT intend to request a special exception to allow a fifty percent (50%) density bonus, as authorized by Section 138-1346(b)(3) of the Code.

R. Based upon the provisions of the AGREEMENT, the COUNTY supports the change in land use and zoning designations described in Recitals M, N, and O.

S. The parties hereto 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.

T. The COUNTY has found that the terms of this AGREEMENT are consistent with the Pinellas County Comprehensive Plan and the CODE.

U. This AGREEMENT shall supersede the Development Agreement recorded at O.R. Book 16338, Page 1055, in the public records of Pinellas County, Florida.

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 COUNTY DEVELOPMENT PROPERTY, COUNTY TRANSFER PROPERTY, the BAYSIDE RESERVES PROPERTY, and the SUBMERGED LAND (all of the foregoing properties being collectively referred to herein as "PROPERTY") are subject to this AGREEMENT.

SECTION 4. OWNERSHIP The ownership of the PROPERTY is described on Exhibit "E" attached hereto and incorporated herein.

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 and effectiveness of the land use and zoning designations described in Recitals M, N, and O, and (ii) the COUNTY DEVELOPMENT PROPERTY being leased to BAYSIDE APARTMENT, or assigns, pursuant to the GROUND LEASE.

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 Parties

6.1.1. Binding Obligations The obligations under this AGREEMENT shall be binding on the parties hereto, their successors or assigns.

6.1.2. Development Review Process At the time of development of the PROPERTY, the parties hereto will submit such applications and documentation as are required by law and shall comply with the CODE applicable at the time of development review.

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 MASTER CONCEPT PLAN, subject to verification of field surveys and meeting the site plan requirements in the CODE. The improvements constructed on the COUNTY DEVELOPMENT PROPERTY shall not exceed a height of fifty-five (55) feet and three (3) stories of habitable space over one (1) story of parking. The improvements constructed on the BAYSIDE RESERVES PROPERTY shall not exceed a height of forty-five (45) feet.

6.1.3.2 A minimum of 20% of the residential units to be developed in the MASTER PROJECT shall be affordable units. The units developed on the COUNTY DEVELOPMENT PROPERTY shall be rental units, as contemplated in this AGREEMENT. The units developed on BAYSIDE RESERVES PROPERTY may be rental or ownership units or a combination thereof. Affordable rental units shall be affordable to households at or below 60% of the area median income as defined by the State Housing Initiative Partnership Program, Chapter 420, Florida Statutes ("SHIP"), and shall remain affordable for a period of no less than thirty (30) years ("RENTAL AFFORDABILITY TERM") commencing on the date of ninety percent (90%) occupancy. Affordable ownership units shall be affordable to households at or below 80% of the area median income as defined by the SHIP, at the time of initial sale of the units and shall remain affordable for a period of no less than twenty (20) years ("OWNERSHIP AFFORDABILITY TERM") and subject to reasonable resale restriction procedures defined by the COUNTY. In order to assure continued affordability, prior to commencement of the construction of the apartments, the COUNTY and BAYSIDE APARTMENT shall enter into a Land Use Restriction Agreement on the COUNTY DEVELOPMENT PROPERTY and/or the BAYSIDE RESERVES PROPERTY, as the case may be, consistent with the affordable housing requirements included herein. The Land Use Restriction Agreement shall run with the land and apply to all owners, assigns, and designees of the property subject to the restriction for the duration of the AFFORDABILITY TERM. Accordingly, the fifty percent (50%) density bonus authorized by Section 138-1346(b)(3) of the CODE may be utilized in development of the COUNTY DEVELOPMENT PROPERTY and the MASTER PROJECT shall be developed as an affordable housing development, as defined in Section 138-1 of the CODE ("AFFORDABLE HOUSING DEVELOPMENT") of no more than 193 units. On an annual basis, if not otherwise monitored by appropriate governmental agencies, BAYSIDE APARTMENT shall report on compliance with the AFFORDABLE HOUSING DEVELOPMENT requirements in a manner

consistent with SHIP requirements or other such manner deemed reasonably acceptable to the COUNTY.

6.1.3.3 The BAYSIDE RESERVES PROPERTY may be platted with a maximum of thirty-seven (37) residential lots/units and thirty-seven (37) residences may be constructed thereon in accordance with the CODE and site plan requirements.

6.1.3.4 BAYSIDE RESERVES shall, prior to BAYSIDE APARTMENT obtaining a certificate of occupancy for the MASTER PROJECT, (i) transfer the SUBMERGED LAND to the COUNTY, to be used exclusively as an unimproved waterway for preservation purposes and for the maintenance and operation of the Bayside Bridge, and (ii) encumber the ENVIRONMENTAL AND PRESERVATION PROPERTY 1 with a conservation easement in favor of the COUNTY, which shall specifically allow the construction of a dock/boardwalk, subject to permitting. BAYSIDE APARTMENT shall, prior to obtaining a certificate of occupancy for the MASTER PROJECT, (i) restrict its leasehold interest in the ENVIRONMENTAL AND PRESERVATION PROPERTY 2 to uses compatible with the Preservation land use category in the GROUND LEASE and (ii) develop, at its sole cost and expense, an open space/play area for use by the residents and guests of the affordable housing apartment complex ("OPEN SPACE/PLAY AREA") with a maintained open lawn area for play, a pick-up basketball court (with at least one hoop), benches, and at least one picnic shelter. The areas not intended for play shall be landscaped with low maintenance, native, Florida-friendly landscaping. The OPEN SPACE/PLAY AREA shall be for the exclusive use of the residents and guests of the apartment complex. The ENVIRONMENTAL AND PRESERVATION PROPERTY 1 shall be maintained by BAYSIDE RESERVES or by any subsequently created homeowner's associations, at its sole cost and expense and the ENVIRONMENTAL AND PRESERVATION PROPERTY 2 and the OPEN SPACE/PLAY AREA shall be maintained by BAYSIDE APARTMENT or its assigns, at its sole cost and expense.

6.1.3.5 During development of the MASTER PROJECT, BAYSIDE RESERVES and BAYSIDE APARTMENT shall remove the exotic vegetation from the PROPERTY being developed, including the OPEN SPACE/PLAY AREA, consistent with COUNTY development regulations. Non-native grasses shall be permitted on the PROPERTY.

6.1.3.6 BAYSIDE APARTMENT and BAYSIDE RESERVES agree to use reasonable efforts, where economically feasible, to use "green" landscaping and building methods to decrease the potential negative impacts of development on the natural environment and surrounding properties, and to decrease costs for occupants of the affordable housing development.

6.1.3.7 Prior to obtaining a final certificate of occupancy for an apartment complex building located on the COUNTY DEVELOPMENT PROPERTY, BAYSIDE APARTMENT shall reconstruct, at its sole cost and expense, 49th Street between 162nd Avenue North and 164th Avenue North as a two (2) lane local road with urban cross section. Such reconstruction shall not be eligible for impact fee credits.

6.1.3.8 Prior to obtaining a final certificate of occupancy for an apartment complex building located on the COUNTY DEVELOPMENT PROPERTY, BAYSIDE APARTMENT shall reconstruct, at its sole cost and expense, 162nd Avenue North between Bolesta Road and 49th Street as a two (2) lane road with curb and gutter and sidewalk on the north side of 162nd Avenue only. The reconstruction of this segment of 162nd Avenue shall include a west bound to south bound left turn lane at the Bolesta Road and 162nd Avenue intersection and an east bound to north bound left turn lane at the 162nd Avenue North and 49th Street intersection, all within the existing fifty (50) foot public right-of-way. Such reconstruction shall be eligible for impact fee credits.

6.1.3.9 In lieu of constructing a sidewalk on the west side of 49th Street between 162nd Avenue, southward to the entrance of the Shady Hills Mobile Home Park, BAYSIDE APARTMENT shall contribute Thirty Six Thousand Dollars (\$36,000.00) toward the costs of construction of intersection improvements, including signalization at Roosevelt Boulevard/Bolesta Road intersection and the modification of 49th Street between 162nd Avenue and the Bayside Bridge off-ramp. Such contribution shall be made to the COUNTY and be eligible for impact fee credits.

6.1.3.10 BAYSIDE APARTMENT shall include in all leases with tenants of the AFFORDABLE HOUSING DEVELOPMENT a provision requiring the tenants to evacuate the property when an evacuation order is issued by the applicable emergency management agency.

6.1.3.11 BAYSIDE APARTMENT (to the extent of its interest in the COUNTY DEVELOPMENT PROPERTY) and BAYSIDE RESERVES shall, prior to obtaining a certificate of occupancy for an apartment complex building located on the COUNTY DEVELOPMENT PROPERTY, execute and record a avigation easement, thereby permitting air traffic to traverse the air space above the BAYSIDE RESERVES PROPERTY and COUNTY DEVELOPMENT PROPERTY at an altitude above ground level greater than the minimum flight elevations mandated by the Federal Aviation Administration.

6.1.4 Recording of Deed Process Prior to issuance of building permits for the COUNTY DEVELOPMENT PROPERTY or for the BAYSIDE RESERVES PROPERTY or prior to any annexation of the PROPERTY, the parties hereto shall record a deed restriction encumbering the COUNTY DEVELOPMENT PROPERTY and the BAYSIDE RESERVES PROPERTY, which deed restriction shall be approved as to form by the COUNTY Attorney (which approval shall not be unreasonably withheld) and which will generally describe the development limitations of this AGREEMENT. The deed restriction shall be perpetual and may be amended or terminated only with the consent of the COUNTY, which consent shall not be unreasonably withheld.

6.2. Obligations of the County

6.2.1. Concurrent with the approval of this AGREEMENT, the COUNTY shall promptly process amendments to the land use plan and zoning designations for the PROPERTY, as described in Recitals M, N, and O above, all in accordance with the CODE.

6.2.2. Acknowledging that the MASTER PROJECT is an affordable housing development, the COUNTY will promptly process site and construction plan applications for the PROPERTY that are consistent with the Comprehensive Plan, that meet the requirements of the CODE, and that are substantially in conformance with the MASTER CONCEPT PLAN.

6.2.3. The final effectiveness of the land use plan amendments and change in zoning designations referenced in Section 6.2.1 (and Recitals M, N, and O) and this AGREEMENT are subject to:

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

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

6.2.4. The COUNTY hereby grants a special exception for the MASTER PROJECT, pursuant to Code Sections 138-1346 and 138-240(23), to allow a residential density bonus of fifty percent (50%) of the existing allowable density allowed on the COUNTY DEVELOPMENT PROPERTY and the COUNTY TRANSFER PROPERTY, as an incentive to provide affordable housing.

6.2.5. Promptly following the final, non-appealable land use plan amendments and change in zoning designations referenced in Section 6.2.1 (and Recitals M, N, and O), the COUNTY shall allocate all residential density (38 residential units) from the COUNTY TRANSFER PROPERTY to the COUNTY DEVELOPMENT PROPERTY, in accordance with Section 138-645(e)(3) of the CODE, including appropriate review and approval of an overall development plan as required by the RPD zoning district regulations to effectuate such allocation. No density will be allocated to the COUNTY TRANSFER PROPERTY. The COUNTY shall not withhold approval of an overall development plan, in whole or in part, on the basis that up to one hundred fifty-six (156) residential dwelling units may be located on the COUNTY DEVELOPMENT PROPERTY (and that 37 additional units of residential density will be maintained on the BAYSIDE RESERVES PROPERTY per 6.1.3.3 above and subject to meeting the site plan requirements in the CODE).

6.2.6. The total density permitted on the PROPERTY pursuant to this AGREEMENT may be averaged across the PROPERTY, in accordance with Section 138-645 of the CODE and the Countywide Rules, as generally depicted on the MASTER CONCEPT PLAN.

6.2.7. The COUNTY or its designee, as the case may be, shall promptly process and join in on all applications and permits reasonably required by other governmental agencies having jurisdiction on the development of the COUNTY DEVELOPMENT PROPERTY, at no expense to the COUNTY.

6.2.8. The COUNTY or HFA, as the case may be, will lease the COUNTY DEVELOPMENT PROPERTY to BAYSIDE APARTMENT, or assigns, pursuant to the GROUND LEASE, under terms to be agreed upon prior to commencement of construction of apartments.

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 MASTER PROJECT have been met.

- 7.1. Potable water from Pinellas County.
- 7.2. Sewer service from City of Largo.
- 7.3. Fire protection from the Largo Fire District.
- 7.4. Drainage facilities for the MASTER PROJECT will be provided on the PROPERTY.

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 BAYSIDE APARTMENT and BAYSIDE RESERVES' obligations, as are set forth in this AGREEMENT, are not followed in a timely manner, as reasonably determined by the COUNTY Administrator, after written notice to such party and an opportunity to be heard, existing permits shall be administratively suspended and issuance of new permits suspended until BAYSIDE APARTMENT and BAYSIDE RESERVES, as the case may be, have fulfilled their obligations. Failure to timely fulfill the obligations herein may serve as a basis for termination of this AGREEMENT by the COUNTY, at the reasonable discretion of the COUNTY and after notice to BAYSIDE APARTMENT and BAYSIDE RESERVES and an opportunity for BAYSIDE APARTMENT and BAYSIDE RESERVES to be heard.

10.2 If the COUNTY's obligations, as set forth in this AGREEMENT, are not followed in a timely manner, after notice to the COUNTY, and an opportunity to cure, BAYSIDE APARTMENT and BAYSIDE RESERVES may collectively terminate this AGREEMENT.

10.3 If construction of the COUNTY DEVELOPMENT PROPERTY is not commenced within five (5) years after the date this AGREEMENT is recorded in the public records of the COUNTY ("CONSTRUCTION COMMENCEMENT PERIOD"), then the COUNTY shall initiate an application to change the land use and zoning designations of the COUNTY DEVELOPMENT PROPERTY, the COUNTY TRANSFER PROPERTY, and the BAYSIDE RESERVES PROPERTY to the designations that existed on the properties prior to this AGREEMENT becoming effective, as more specifically described in Recitals J, K, and L to this AGREEMENT. For purposes of this paragraph, "commenced" shall mean the receipt of a building permit for the COUNTY DEVELOPMENT PROPERTY and proceeding in good-faith thereafter to complete the project pursuant to the issued permit. If construction does not commence within the Construction Commencement period, this AGREEMENT shall automatically terminate and all parties shall be released from any further rights and obligations hereunder and the position of the parties shall be that which existed prior to the changes contemplated in this AGREEMENT. In addition, the COUNTY will consent to and join in the termination of the deed restriction recorded pursuant to Section 6.1.4 above.

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:

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 Substantial changes have occurred in pertinent conditions existing at the time of approval of this AGREEMENT; or

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;

11.1.6 This AGREEMENT is based on substantially inaccurate information provided by BAYSIDE APARTMENT and BAYSIDE RESERVES.

11.2 It shall be a condition precedent to the issuance of any certificate of occupancy for non-affordable units on the BAYSIDE RESERVES PROPERTY that a certificate of occupancy be issued for the apartments intended to be developed on the COUNTY DEVELOPMENT PROPERTY.

SECTION 12. COMPLIANCE WITH LAW The failure of this AGREEMENT to address any particular permit, condition, term or restriction shall not relieve COUNTY, BAYSIDE APARTMENT and BAYSIDE RESERVES 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 BAYSIDE APARTMENT: Banc of America Community Development Corp.
Attn: Roxanne Amoroso
FL1-400-06-08
P.O. Box 31590
Tampa, FL 33631-3590

and Broderick and Associates
Attn: Roger B. Broderick
5514 Park Blvd.
Pinellas Park, FL 33781

If to BAYSIDE RESERVES: Bayside Reserves, Inc.
Attn: Roger B. Broderick
5514 Park Blvd.
Pinellas Park, FL 33781

If to any of the above parties, with a copy to: Johnson, Pope, Bokor, Ruppel & Burns, LLP
Attn: Dennis G. Ruppel, Esq.
911 Chestnut St.
Clearwater, FL 33756

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

The COUNTY, when providing notice to BAYSIDE APARTMENT or BAYSIDE RESERVES, shall provide a duplicate copy of said notice to all parties hereto. Likewise, BAYSIDE APARTMENT or BAYSIDE RESERVES, as the case may be, when providing notice to the COUNTY, shall provide a duplicate copy of said notice to all parties hereto.

SECTION 14. RIGHT TO CURE Neither BAYSIDE APARTMENT nor BAYSIDE RESERVES will be deemed to have failed to comply with the terms of this AGREEMENT until BAYSIDE APARTMENT or BAYSIDE RESERVES shall have received written 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 Neither BAYSIDE APARTMENT nor BAYSIDE RESERVES will 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, is of a minor or inconsequential nature.

SECTION 16. COVENANT OF COOPERATION The parties hereto 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 BAYSIDE APARTMENT or BAYSIDE RESERVES include BAYSIDE APARTMENT or BAYSIDE RESERVES' successors or assigns. This AGREEMENT was the production of negotiations between representatives for the COUNTY, BAYSIDE APARTMENT, and BAYSIDE RESERVES 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.

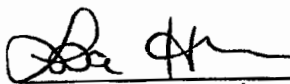
SECTION 21. PARTIAL INVALIDITY If any term or provision of this AGREEMENT or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this AGREEMENT, including any valid portion of the invalid term or provision and the application of such invalid term 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.

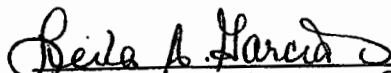
SECTION 22. GOVERNING LAW This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflict of laws principles of such state.

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

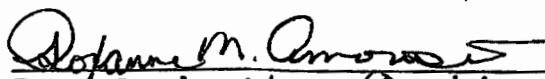
IN WITNESS WHEREOF, the parties have hereto executed this AGREEMENT the date and year first above written.

WITNESSES:


Printed Name: Lisa Hanlon


Printed Name: LEILA A. GARCIA

BAYSIDE APARTMENT HOMES, LLC


By: Senior Vice President
Its: Roxanne M. Amoroso

BAYSIDE RESERVES, INC.

Printed Name: _____

Printed Name: _____

By: _____
Its: _____

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.

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

WITNESSES:

BAYSIDE APARTMENT HOMES, LLC

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

BAYSIDE RESERVES, INC.

Cory Palmer
Printed Name: Cory Palmer

[Signature]
By: BOB B. BOWEN
Its: SECRETARY

Michelle Boatner
Printed Name: Michelle Boatner

ATTEST: KEN BURKE, CLERK

BY: 
Deputy Clerk
Commissioners



PINELLAS COUNTY, FLORIDA:


Chairman, Board of County

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: 
Senior County Attorney

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, as _____ of Bayside Apartment Homes, LLC, who ☐ is personally known to me or who ☐ produced _____ as identification on behalf of the company.

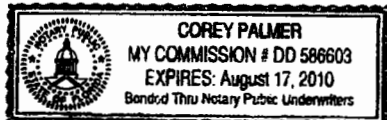
Notary Public

Print Name: _____

STATE OF FLORIDA)

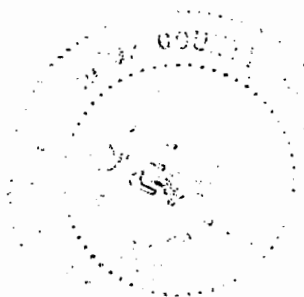
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 14 day of November, 2008, by Kager Broderick, as President/Secretary of Bayside Reserves, Inc., who ☒ is personally known to me or who ☐ produced _____ as identification on behalf of the corporation.



Corey Palmer
Notary Public

Print Name: Corey Palmer



I, KENNETH P. BURKE, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida. Witness my hand and seal of said County FL this 4th day of December A.D. 20 09

KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio
Clerk of the Board of County Commissioners,
Pinellas County, Florida.

By Michelle M. Adams
Deputy Clerk

Subject: FW: Z/LU3-3-15
Attachments: Zoning

From: Meinck, Cyndi M
Sent: Tuesday, April 14, 2015 3:39 PM
To: Loy, Norman; Greenleaf, Kim; Herring, Darlina; Lowack, Brian; Reid, Ralph; Walsh, J Doyle; Wells, Karen
Cc: Cueva, John
Subject: Z/LU3-3-15

This caller is against the property being rezoned and it's bad for the environment.

I think she meant "Please return the property listed as Z/LU-3-3-15 to its original zoning designations in place prior to the fall of 2008. We have been advised the County stipulated (per Sec. 10.3) that if construction did not commence within 5 years, this property would revert back to the previously existing designations" as in the previous emails, but someone behind her was telling her what to say and she was upset over this issue and thinks someone is getting paid off.

Schmidt, Inga
15777 Bolesta Road
Lot 160
Clearwater 33770

727-259-3451

Cyndi Meinck, Executive Assistant
Office of Karen Williams Seel
Pinellas County Commission
315 Court Street, 5th floor
Clearwater, FL 33756

727-464-3278

www.pinellascounty.org

All email is subject to public records law.

From: John Lawrence [jlawrence.aloder@gmail.com]
Sent: Thursday, April 09, 2015 5:54 PM
To: Woodard, Mark S; Seel, Karen; jmorroni@pinellasco.org
Subject: Zoning

Follow Up Flag: Follow up
Flag Status: Completed

My name is John Lawrence. I live in Shady Lane Oaks, 15777 Bolesta Road, Lot #213. I have met with members of the Pinellas Groves Hamlet Citizens Committee and our board of directors. I agree with the committee and our board of directors.

Please return the property listed as Z/LU-3-3-15 to its original zoning designations in place prior to the fall of 2008. We have been advised the County stipulated (per Sec. 10.3) that if construction did not commence within 5 years, this property would revert back to the previously existing designations. My husband and I request the stipulation agreed to at that time be followed to the letter!

Thank you.

John E. Lawrence.
Shady Lane Oaks
Lot 213.

727-437-7782.

Subject:

FW: Z/LU-3-3-15 opposed

From: Denise Lansaw [<mailto:dennyb@tampabay.rr.com>]

Sent: Wednesday, April 15, 2015 7:55 PM

To: 'mwoodard@pinellascounty.org'; 'keel@pinellascounty.org'; 'jmorroni@pinellasco.org'

Subject: Z/LU-3-3-15 opposed

To Whom it May Concern,

My name is Denise Lansaw and I live in Shady Lane Oaks, 15777 Bolesta Rd. Lot 24. I have met with members of the Pinellas Groves Hamlet Citizens Committee and our board of directors. I agree with our committee and our board.

Please return property listed as Z/LU-3-3-15 to its original zoning designations in place prior to the fall of 2008. We have been advised the county stipulated (per sec. 10.3) that if construction did not commence within 5 years, property would revert back to the previously existing designations. I, Denise Lansaw, request the stipulation agreed to be followed to the letter! I would also like the opportunity to have my voice heard if any meetings are taking place please feel free to contact me directly 727-744-3924. I am very concerned about this land use and how it will affect me and my neighbors.

I would like to add a personal note to say that the land should be enjoyed by all of us taxpayers and not the big business profiteers. I feel that if this complex would be built it would greatly add to our traffic and congestion in the area and would only benefit the new residents and exclude the long time paying taxpayers in the area. Our community voice seems to be growing smaller and our land scarcer. I feel that our community deserves a voice and we deserve to have a communal park that everyone can enjoy, not just new residents.

Sincerely,

Denise Lansaw

Subject:

FW: property listed as Z/L-3-3-15 and it's original zoning designations

-----Original Message-----

From: Meinck, Cyndi M

Sent: Thursday, April 09, 2015 11:27 AM

To: carolyn

Cc: Cueva, John; Loy, Norman

Subject: RE: property listed as Z/L-3-3-15 and it's original zoning designations

Thanks so much for your email.

Cyndi Meinck, Executive Assistant
Office of Karen Williams Seel
Pinellas County Commission
315 Court Street, 5th floor
Clearwater, FL 33756

727-464-3278

www.pinellascounty.org

All email is subject to public records law.

-----Original Message-----

From: carolyn [<mailto:nurseckw@tampabay.rr.com>]

Sent: Wednesday, April 08, 2015 6:28 PM

To: Woodard, Mark S; jmorroni@pinellasco.org; Seel, Karen

Subject: re: property listed as Z/L-3-3-15 and it's original zoning designations

Hello,

My name is Carolyn K.Worrel , I live at 15777 Bolesta Road, #224 . I have met with members of the Pinellas Groves Hamlet Citizens Committee and our Board of Directors. I agree with the Committee and our Board of Directors . Please return property listed as Z/LU-3-3-15 to it's original zoning designations in place prior to the fall of 2008. We have been advised the county stipulated (per Sec 10.3) that if construction did not commence within 5 years , the property

would revert back to the previously existing designations. I request the stipulation agreed to be followed to the letter.

Thank You,

Carolyn K. Worrel

330-240-8104

Subject:

FW: Zoning

-----Original Message-----

From: Meinck, Cyndi M

Sent: Thursday, April 09, 2015 11:28 AM

To: Katherine Simmons

Cc: Loy, Norman; Cueva, John

Subject: RE: Zoning

Mr. and Mrs. Simmons, thanks so much for your email.

Cyndi Meinck, Executive Assistant

Office of Karen Williams Seel

Pinellas County Commission

315 Court Street, 5th floor

Clearwater, FL 33756

727-464-3278

www.pinellascounty.org

All email is subject to public records law.

-----Original Message-----

From: Katherine Simmons [<mailto:nanapappy4944@yahoo.com>]

Sent: Wednesday, April 08, 2015 2:43 PM

To: Seel, Karen

Cc: mwoodard@pinellasco.org

Subject: Zoning

Our names are Mike and Kathy Simmons and we live in Shady Lane Oaks, 15777 Bolesta Road Lot 67. I have met with members of the Pinellas Groves Hamlet Citizens Committee and our board of directors. We agree with the committee and our Board of directors.

Please return property listed as Z/LU-3-3-15 to its original zoning designations in place prior to the fall of 2008. We have been advised the County stipulated (per. Sec 10.3) that if construction did not commence within 5 years, property would revert back to the previously existing designations. My husband

and I request the stipulation agreed to be followed to the letter!

Thank You,

Mike Simmons
Kathy Simmons
Sent from my iPad

812-887-7770

Subject:

FW: In regards to the Property listed as Z/LU-3-3-15

-----Original Message-----

From: Meinck, Cyndi M

Sent: Thursday, April 09, 2015 11:28 AM

To: Martin

Cc: Cueva, John; Loy, Norman

Subject: RE: In regards to the Property listed as Z/LU-3-3-15

Thank you for your email Mr. Worrel.

Cyndi Meinck, Executive Assistant
Office of Karen Williams Seel
Pinellas County Commission
315 Court Street, 5th floor
Clearwater, FL 33756

727-464-3278

www.pinellascounty.org

All email is subject to public records law.

-----Original Message-----

From: Martin [<mailto:dj-marty@tampabay.rr.com>]

Sent: Wednesday, April 08, 2015 10:58 AM

To: Woodard, Mark S; Seel, Karen; jmorroni@pinellasco.org

Subject: In regards to the Property listed as Z/LU-3-3-15

Hello, My name is Martin D.Worrel , I live at 15777 Bolesta rd #224 .

I have met with members of the Pinellas Groves Hamlet Citizens Committee and our Board of Directors. I agree with the Committee and our Board of Directors . Please return property listed as Z/LU-3-3-15 to it's original zoning designations in place prior to the fall of 2008. We have been advised the county stipulated (per Sec 10.3) that if construction did not commence within 5 years , the property would revert back to the previously existing designations. I request the stipulation agree to be followed to the letter.

Thanks You

Martin D.Worrel
330-509-3569