

BOARD OF COUNTY COMMISSIONERS

DATE: February 10, 2015

AGENDA ITEM NO. 2

Consent Agenda ☐

Regular Agenda ☐

Public Hearing ☒

 **County Administrator's Signature:**

Subjects:

Proposed Regular Amendment to the Countywide Plan Map

Department:

Planning

Staff Member Responsible:

Gordon Beardslee, Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS, SITTING AS THE COUNTYWIDE PLANNING AUTHORITY (CPA), CONDUCT A PUBLIC HEARING AND APPROVE CASE CW 15-2 OF PINELLAS COUNTY.

Summary Explanation/Background:

Planning Department staff recommends approval of this proposed amendment as described in the Pinellas Planning Council (PPC) documentation.

Fiscal Impact/Cost/Revenue Summary:

N/A

Exhibits/Attachments Attached:

Council Documentation

(B5)



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www.pinellasplanningcouncil.org

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Commissioner Michael Smith
Commissioner John Tornga

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

THROUGH: Mark S. Woodard, County Administrator

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

DATE: February 10, 2015

SUBJECT: Proposed Regular Amendment to the Countywide Plan Map

Michael C. Crawford, AICP
Interim Executive Director

Recommendation:

THE PINELLAS PLANNING COUNCIL RECOMMENDS THE BOARD OF COUNTY COMMISSIONERS (BOARD), IN YOUR CAPACITY AS THE COUNTYWIDE PLANNING AUTHORITY, CONDUCT A PUBLIC HEARING AND APPROVE CASE CW 15-2 AS SUBMITTED BY PINELLAS COUNTY.

Summary Explanation/Background:

The Countywide Planning Authority has received one case concerning a regular amendment to the Countywide Future Land Use Plan that was reviewed by the Pinellas Planning Council on January 14, 2015.

Case CW 15-2 – Pinellas County:

5.4 acres more or less, located at 2595 54th Avenue N.; proposed to change from Commercial General and Residential Medium with Resort Facilities Overlay to Commercial General.

The site is developed with a motel and a restaurant. The City of St. Petersburg proposes to construct a new 81-room motel building and possible new restaurant building on the western portion of the site, leaving the existing hotel on the east. Additionally, the owner has submitted a Development Agreement with this amendment with a summary of the agreement outlined in Attachment 1.

The PPC, by a vote of 11-0, recommended approval of Case CW 15-2.

Fiscal Impact/Cost/Revenue Summary:

None

Exhibits/Attachments:

Proposed Ordinance
Council Documentation

PUBLIC HEARING ITEM

Case CW 15-2

Pinellas County

ORDINANCE NO. 15-____

AN ORDINANCE AMENDING THE COUNTYWIDE FUTURE LAND USE PLAN OF PINELLAS COUNTY, FLORIDA, BY ACTION ON CASE NUMBER CW 15-2 INITIATED BY PINELLAS COUNTY AND TRANSMITTED TO THE BOARD IN ACCORDANCE WITH THE SPECIAL ACT; PROVIDING FOR AMENDMENT TO THE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING OF THE ORDINANCE; PROVIDING FOR OTHER MODIFICATIONS THAT MAY ARISE FROM REVIEW OF THE ORDINANCE AT THE PUBLIC HEARINGS AND WITH RESPONSIBLE AUTHORITIES; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, notices of public hearings have been accomplished as required by Chapter 2012-245, Laws of Florida; and

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

WHEREAS, Pinellas County initiated a proposed amendment which was considered at a public hearing by the Pinellas Planning Council on January 14, 2015, with recommendations made by the Council that are documented in the Council reports referred to as Exhibit A; and

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

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pinellas County, Florida, acting as the Countywide Planning Authority in regular meeting duly assembled on February 10, 2015, as follows:

Section 1. Amending the Countywide Future Land Use Plan


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

#CW 15-2 5.4 acres m.o.l., located at 2595 54th Avenue N., from Commercial General and Residential Medium with Resort Facilities Overlay to Commercial General

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

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

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By  Attorney

No. 3a
BCC 11-18-14
8:36 A.M. MASINOVSKY/Futch

- # 3a Ordinance No. 14-47 adopted approving Case No. LU-9-5-14, the proposal by Gateway Hospitality, LLC, to amend the Countywide Future Land Use Plan from Residential Medium, Commercial General, and Resort Facilities Overlay-Permanent to Commercial General with a Development Agreement restricting the use of the site to a hotel/motel with a restaurant not to exceed 50 feet in height, re two separate parcels: "Lot A" which contains 3.15 acres located at 2595 54th Avenue North, and "Lot B" which contains 2.25 acres located on the north side of 54th Avenue North and at the northwest corner of 55th Avenue North and 26th Street North in unincorporated Lealman. The Local Planning Agency recommended approval of the proposed amendment and staff concurred. No correspondence has been received. No citizens appeared to be heard.

| | | |
|--------|---|----------------------|
| Motion | - | Commissioner Morroni |
| Second | - | Commissioner Justice |
| Vote | - | 6 – 0 |

PINELLAS PLANNING COUNCIL AGENDA MEMORANDUM

AGENDA ITEM: III B-2.

MEETING DATE: January 14, 2015

SUBJECT: Amendment of the Countywide Future Land Use Plan Map

FROM: Commercial General (CG) and Residential Medium (RM) with Resort Facilities Overlay (RFO)

TO: Commercial General (CG)

AREA: 5.4 Acres m.o.l.

CASE #: CW 15-2

JURISDICTION: Pinellas County

LOCATION: 2595 54th Avenue N.

RECOMMENDATION: Council recommend to the Countywide Planning Authority that the proposed map amendment to Commercial General, along with the accompanying Development Agreement, be approved.

I. BACKGROUND

This proposed amendment is submitted by the City of St. Petersburg and seeks to reclassify two parcels containing 5.4 acres from Commercial General and Residential Medium with Resort Facilities Overlay to Commercial General.

The site is developed with a motel and a restaurant. The applicant proposes to construct a new 81-room motel building and possible new restaurant building on the western portion of the site, leaving the existing hotel on the east. Additionally, the owner has submitted a Development Agreement with this amendment with a summary of the agreement outlined in Attachment 1.

II. FINDINGS

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

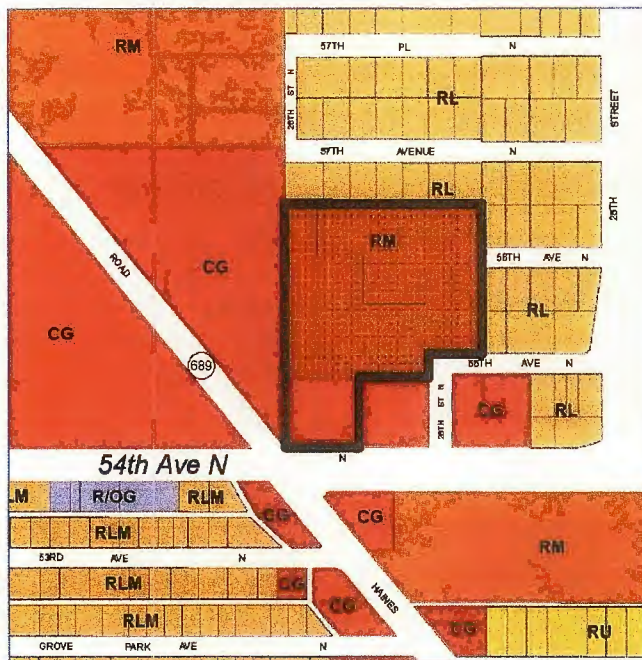
- A. The Commercial General category, along with the accompanying Development Agreement, recognizes the proposed use of the site and is consistent with the criteria for utilization of this category;
- B. The submitted Development Agreement has been approved by Pinellas County and executed by the property owner, and is thus eligible for consideration under the amendment process; and
- C. The proposed amendment either does not involve, or will not significantly impact, the remaining relevant countywide considerations.

PINELLAS PLANNING COUNCIL ACTION:

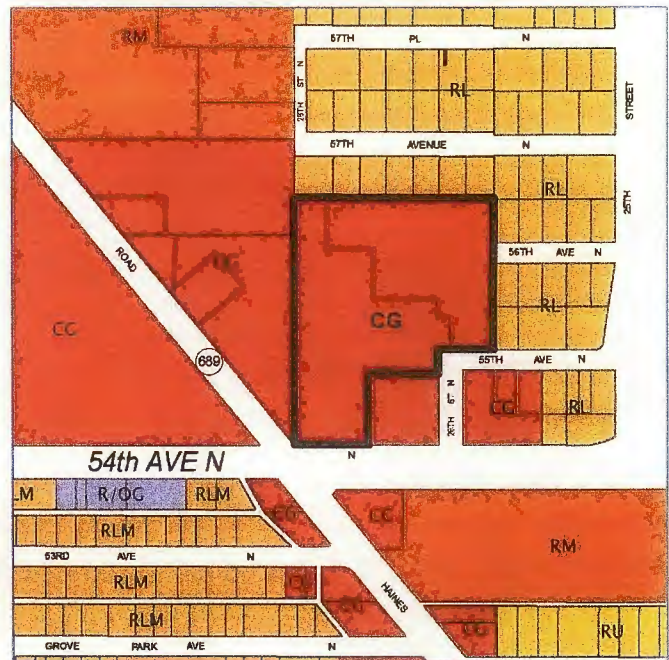
The Council recommended approval of the amendment from Commercial General and Residential Medium with Resort Facilities Overlay to Commercial General (vote 11-0).

COUNTYWIDE PLANNING AUTHORITY ACTION:

Current Countywide Plan Map



Proposed Countywide Plan Map



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

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

III. PLANNERS ADVISORY COMMITTEE (PAC)

At their January 5, 2015 meeting, the PAC members discussed and recommended approval of the staff recommendation (vote 11-0).

IV. LIST OF MAPS & ATTACHMENTS

- | | |
|--------------|--|
| Map 1 | Location |
| Map 2 | Current Countywide Plan & Jurisdiction Map |
| Map 3 | Aerial |
| Map 4 | Current Countywide Plan Map |
| Map 5 | Proposed Countywide Plan Map |
| Attachment 1 | Council Staff Analysis |
| Attachment 2 | Development Agreement |
| Attachment 3 | Draft PAC Summary Actions Sheet |

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

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

PINELLAS PLANNING COUNCIL AGENDA MEMORANDUM

AGENDA ITEM: III B-2.

MEETING DATE: January 14, 2015

SUBJECT: Amendment of the Countywide Future Land Use Plan Map

FROM: Commercial General (CG) and Residential Medium (RM) with Resort Facilities Overlay (RFO)

TO: Commercial General (CG)

AREA: 5.4 Acres m.o.l.

CASE #: CW 15-2

JURISDICTION: Pinellas County

LOCATION: 2595 54th Avenue N.

RECOMMENDATION: Council recommend to the Countywide Planning Authority that the proposed map amendment to Commercial General, along with the accompanying Development Agreement, be approved.

I. BACKGROUND

This proposed amendment is submitted by the City of St. Petersburg and seeks to reclassify two parcels containing 5.4 acres from Commercial General and Residential Medium with Resort Facilities Overlay to Commercial General.

The site is developed with a motel and a restaurant. The applicant proposes to construct a new 81-room motel building and possible new restaurant building on the western portion of the site, leaving the existing hotel on the east. Additionally, the owner has submitted a Development Agreement with this amendment with a summary of the agreement outlined in Attachment 1.

II. FINDINGS

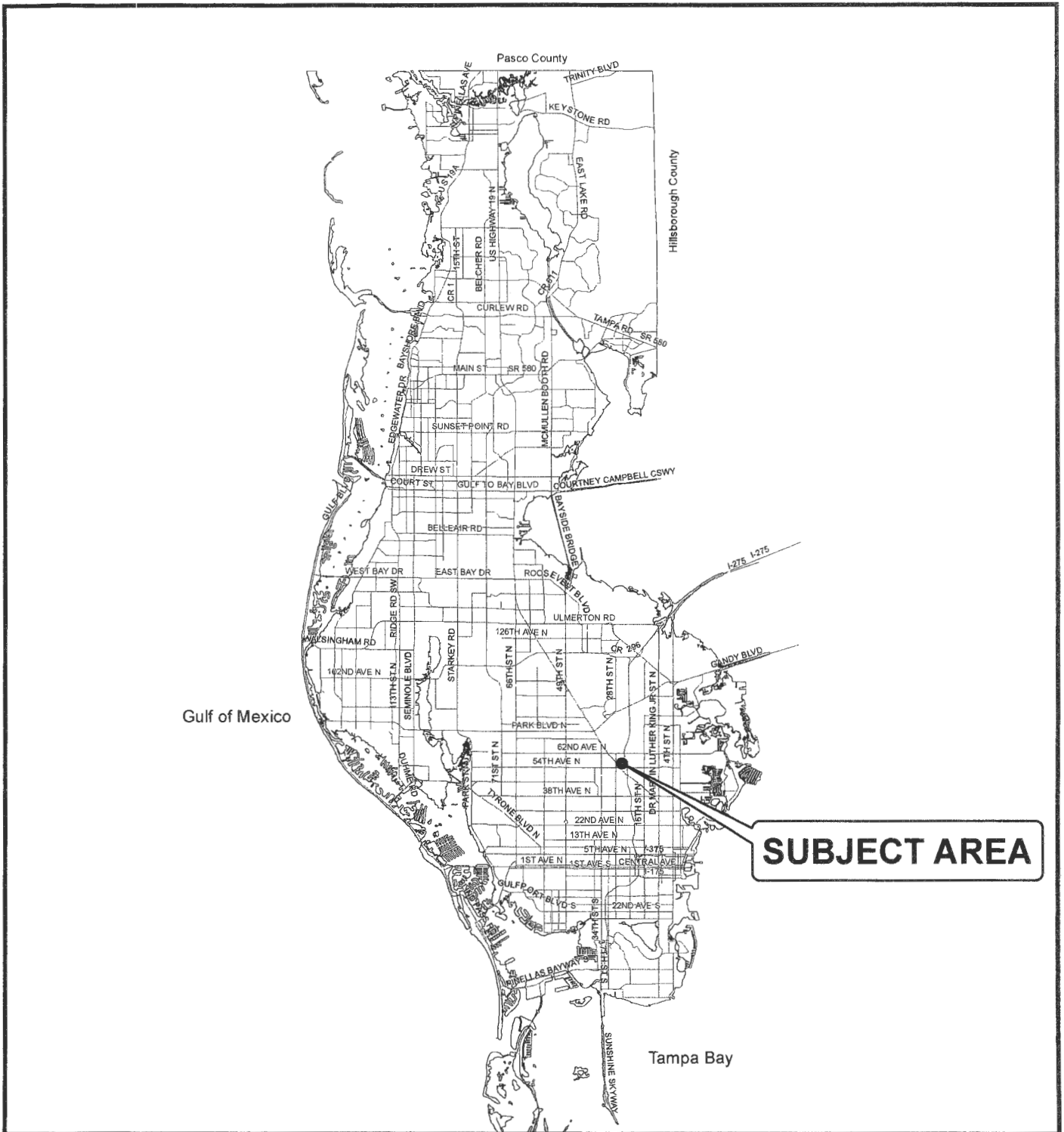
Staff submits the following findings in support of the recommendation for approval:

- A. The Commercial General category, along with the accompanying Development Agreement, recognizes the proposed use of the site and is consistent with the criteria for utilization of this category;
- B. The submitted Development Agreement has been approved by Pinellas County and executed by the property owner, and is thus eligible for consideration under the amendment process; and
- C. The proposed amendment either does not involve, or will not significantly impact, the remaining relevant countywide considerations.

PINELLAS PLANNING COUNCIL ACTION:

The Council recommended approval of the amendment from Commercial General and Residential Medium with Resort Facilities Overlay to Commercial General (vote 11-0).

COUNTYWIDE PLANNING AUTHORITY ACTION:



Map 1 - Location

FROM: Commercial General and Residential Medium with Resort Facilities Overlay

TO: Commercial General

AREA: 5.4 Acres

CASE #: CW15-2

JURISDICTION: Pinellas County



1" = 26,000'





Map 2 - Current Countywide Plan Map & Jurisdictional Map

FROM: Commercial General and Residential Medium with Resort Facilities Overlay

TO: Commercial General

AREA: 5.4 Acres

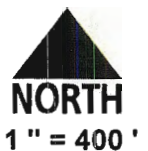
CASE #: CW15-2

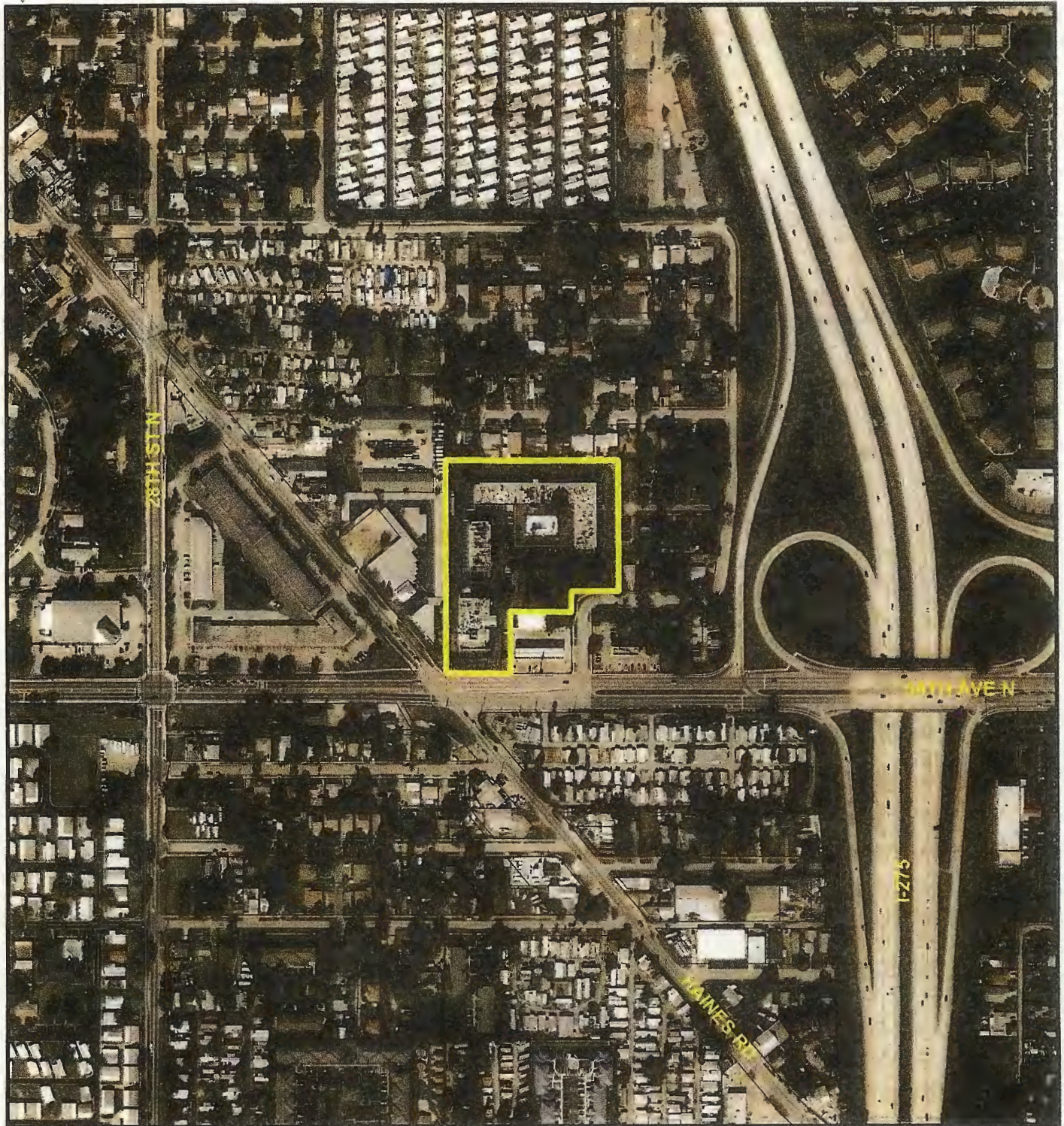
Jurisdictions

Jurisdiction Name

- ☐ St Petersburg
- ☐ Unincorporated

JURISDICTION: Pinellas County





Map 3 - Aerial

FROM: Commercial General and Residential Medium with Resort Facilities Overlay

TO: Commercial General

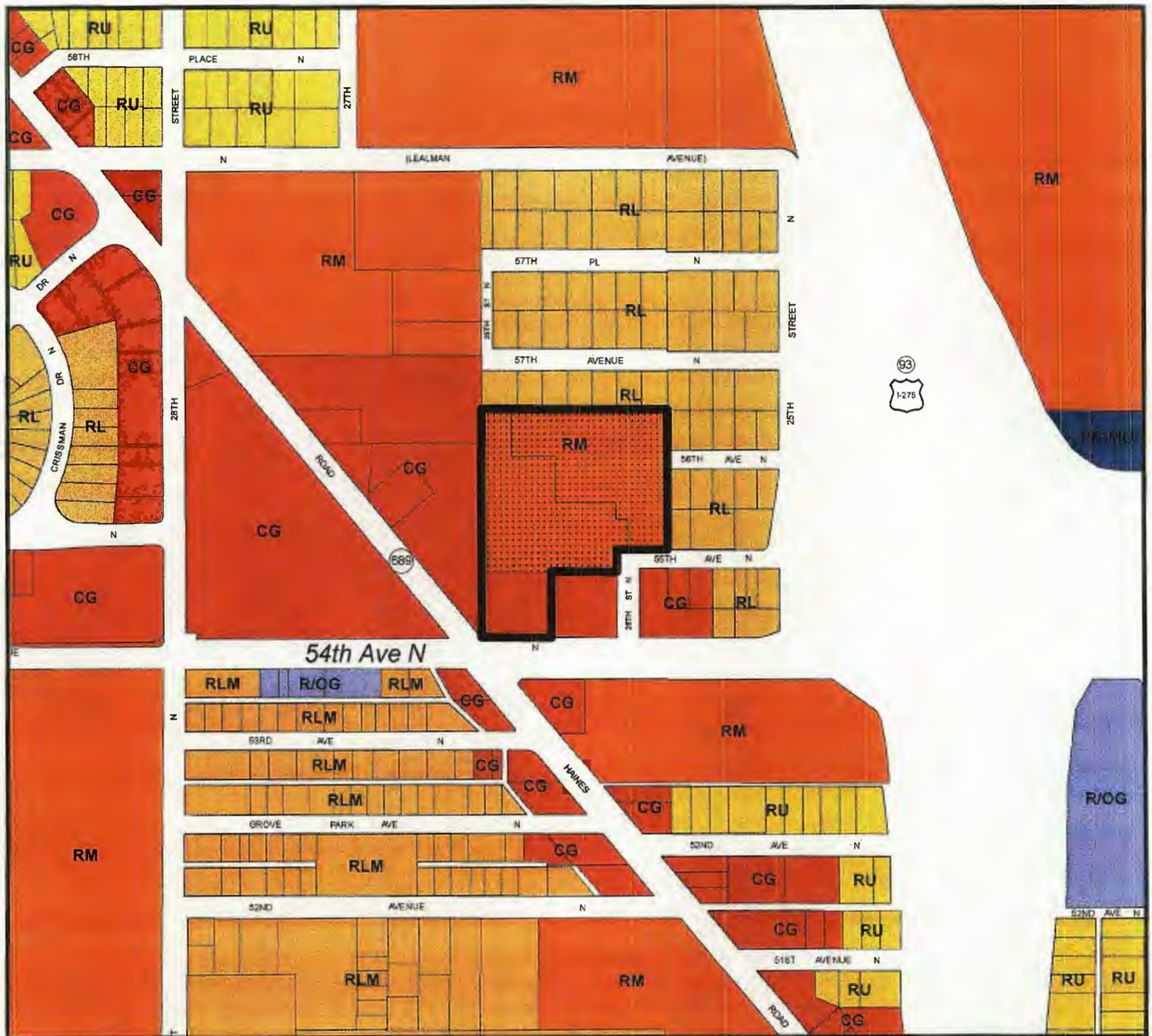
AREA: 5.4 Acres

CASE #: CW15-2

JURISDICTION: Pinellas County



PRC PINELLAS
PLANNING
COUNCIL



| Legend | | | |
|--------------------|------------------------|------------------------------|---------------------------------|
| Residential | | Mixed Use | Commercial |
| Residential Low | Residential Low Medium | Residential / Office General | Commercial General |
| Residential Urban | Residential Medium | | Planned Redevelopment |
| | | | Planned Redevelopment Mixed-Use |
| | | | Resort Facilities Overlay |

Map 4 - Current Countywide Plan Map

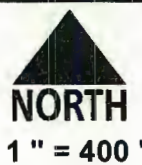
FROM: Commercial General and Residential Medium with Resort Facilities Overlay

TO: Commercial General

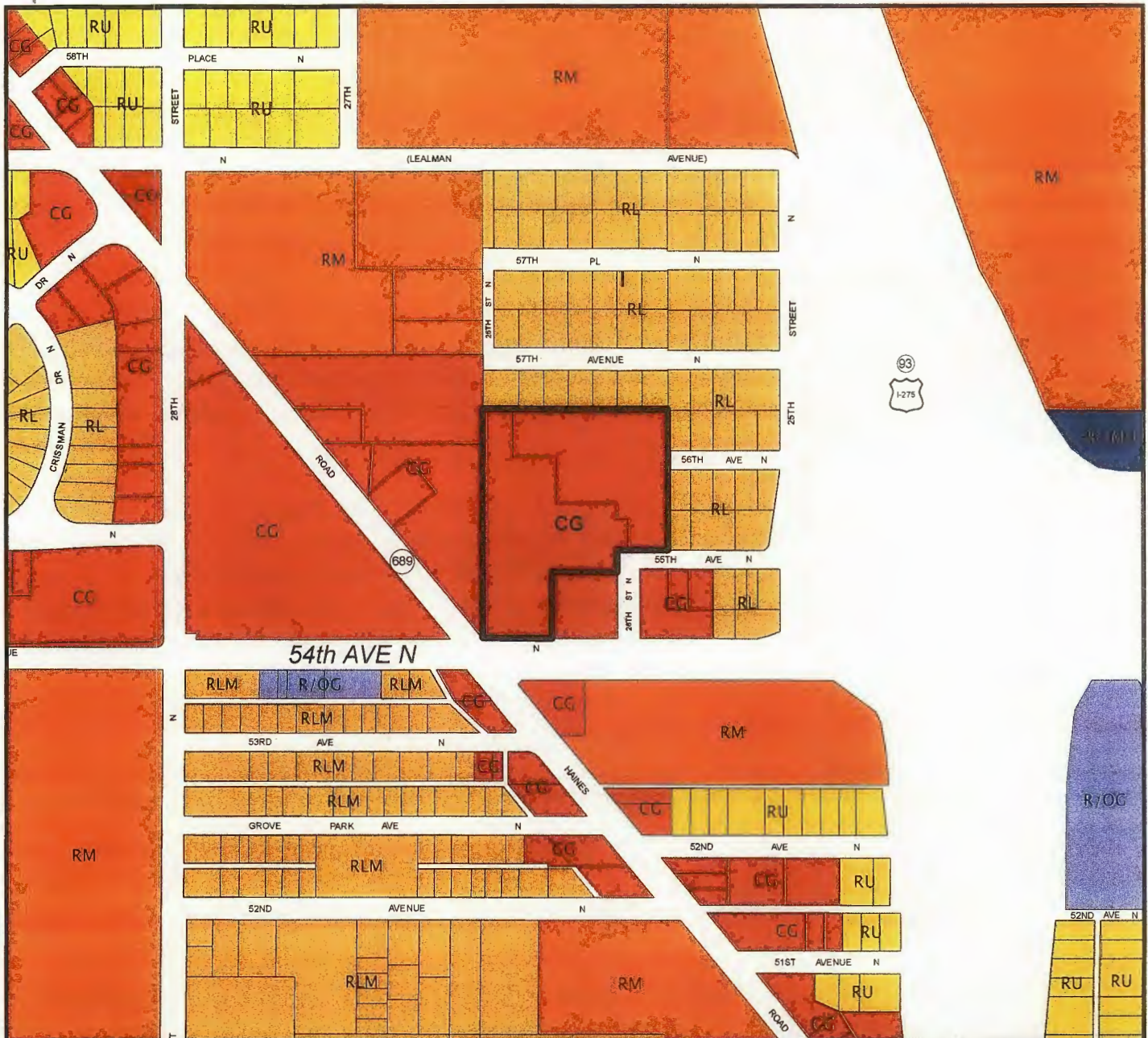
AREA: 5.4 Acres

CASE #: CW15-2

JURISDICTION: Pinellas County



PPC PINELLAS
PLANNING
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Legend

Residential

- Residential Low
- Residential Low Medium
- Residential Urban

Mixed Use

- Residential Low Medium
- Residential Medium
- Residential/Office General

Commercial

- Commercial General

Planned Redevelopment

- Planned Redevelopment Mixed-Use

Map 5 - Proposed Countywide Plan Map

FROM: Commercial General and Residential Medium with Resort Facilities Overlay

TO: Commercial General

AREA: 5.4 Acres

CASE #: CW15-2

JURISDICTION: Pinellas County

NORTH
1" = 400'

PPC PINELLAS
PLANNING
COUNCIL

**Council Staff Analysis
Case CW 15-2: Pinellas County
January 14, 2015, PPC Meeting**

Relevant Countywide Considerations:

- 1) **Consistency with the Countywide Plan and Rules** – The proposed amendment is submitted by Pinellas County and seeks to reclassify two parcels totaling 5.4 acres of land from Commercial General and Residential Medium with Resort Facilities Overlay to Commercial General.

The property is developed with a motel and restaurant. The property owner proposes to develop an additional motel on the property and possibly a restaurant. Additionally, the owner has submitted a Development Agreement with this amendment (see page 3). The site is adjoined by single-family homes adjacent on the north, a gas station and single-family homes adjacent on the east, a gas station and restaurant on the south, and a mini-storage complex on the west.

Table 1: Countywide Future Land Use

| Countywide Future Land Use | Current Acreage | Proposed Acreage |
|-----------------------------------|------------------------|-------------------------|
| Commercial General (CG) | 0.7 | 5.4 |
| Residential Medium (RM) | 4.7 | - |
| Resort Facilities Overlay (RFO) | (4.7) | - |
| TOTAL | 5.4 | 5.4 |

The current and proposed Commercial General (CG) category is used to depict areas that are primarily well-suited for development in a manner designed to provide community and countywide commercial goods and services; and to recognize such areas as primarily consistent with the need, relationship to adjoining uses and with the objective of encouraging a consolidated, concentrated commercial center providing for the full spectrum of commercial uses. This category, as well as the motel use proposed in the Development Agreement can be considered consistent with the adjacent commercial uses to the west and south that comprise what could be considered a commercial center at the intersection of 54th Ave. N. and Haines Rd. Additionally, this site has good access to major transportation facilities. The property fronts on 54th Ave. N., an arterial roadway that connects to I-275 (on ramp is less than a block away), and has access to a Pinellas Suncoast Transit Authority (PSTA) bus route along Haines Rd.

The current Residential Medium (RM) category, combined with the Resort Facilities Overlay (RFO) category, allowed for small-scale temporary lodging uses. While this combination of RM and RFO allows for the development of a hotel/motel use, the CG category is a more appropriate category, especially with the possible additional development of a restaurant on the site.

This amendment as applied, along with the accompanying Development Agreement, can be deemed consistent with this Relevant Countywide Consideration.

- 2) **Adopted Roadway Level of Service (LOS) Standard** – The amendment area does not impact a roadway that is operating at or below LOS “D”. Our analysis of the site relative to the adjoining roadway indicates that the roadway (54th Ave. N.) is operating at a LOS “D” with a volume to capacity ratio of 0.51. When comparing the maximum development potential of the current Plan Map categories to the proposed Plan Map category, the difference in expected traffic generated between the categories is an increase of approximately 1,810 vehicle trips per day.

Table 2: Daily Trips Comparison

| Current FLU | Maximum Daily Trips | Proposed FLU | Maximum Daily Trips | Difference |
|--------------|---------------------|--------------|---------------------|---------------|
| CG | 341 | CG | 2,630 | |
| RM | 479 | | | |
| TOTAL | 820 | | 2,630 | +1,810 |

However, the accompanying Development Agreement will restrict the use on the site to a hotel/motel, which Pinellas County concludes that will only generate an additional 268 vehicle trips per day. These additional 268 trips are not expected to lower the roadway LOS.

Additionally, some of the trips from the site could impact I-275, which is designated a “Congestion Containment Corridor” in the Pinellas County Annual Concurrency Test Statement. This designation indicates that the roadway will be operating a deficient level of service in the future and that these roadways are precluded from capacity improvements to alleviate the deficient LOS conditions due to “policy or physical constraints”. To offset the potential impacts, the County requires installation of bike racks and a concrete pad for a PSTA bus shelter to be constructed. These improvements have been included as part of the accompanying Development Agreement.

This amendment as applied, along with the accompanying Development Agreement, can be deemed consistent with this Relevant Countywide Consideration.

- 3) **Location on a Scenic/Non-Commercial Corridor (SNCC)** – The amendment area is not located on a SNCC, so these policies are not applicable.

- 4) **Coastal High Hazard Areas (CHHA)** – The amendment area is not located in a CHHA, so these policies are not applicable.
- 5) **Designated Development/Redevelopment Areas** – The amendment area is not located in, nor does it impact a designated development or redevelopment area.
- 6) **Adjacent to or Impacting an Adjoining Jurisdiction or Public Educational Facility** – The amendment area is not located adjacent to nor will impact an adjoining jurisdiction. Additionally, the amendment area does not adjoin, nor will impact a public educational facility.

Consideration of Development Agreement:

Pinellas County has submitted a Development Agreement (between the County and Gateway Hospitality, LLC) along with the application for Countywide Plan Map amendment that contains the following major items:

- Development on the north property shall be used for hotel/motel use only;
- Development on the south property shall be used for hotel/motel use and its accessory related uses and a restaurant;
- The property will be developed in conformance with the concept plan attached to the Development Agreement;
- Construction of a PSTA bus shelter and sidewalks as recommended by Pinellas County to alleviate concurrency requirements;
- Construction of bicycle racks on both the north and south properties to accommodate employees;
- The Development Agreement is for a term of five years; and
- Prior to issuance of a site plan, the property owner shall record a deed restriction encumbering the property in the official records of Pinellas County. The restrictions shall generally describe the development limitations of the development agreement, and this restriction shall be perpetual and amended only with the consent of Pinellas County.

Conclusion:

On balance, it can be concluded that the requested amendment from Commercial General and Residential Medium with Resort Facilities Overlay to Commercial General is deemed consistent with the Relevant Countywide Considerations found in the Countywide Rules.

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is dated _____, effective as provided in Section 5 of this Agreement, and entered into between Gateway Hospitality, LLC, a Florida limited liability company ("Owner") and Pinellas County, Florida, a political subdivision of the State of Florida acting through its Board of County Commissioners, the governing body thereof ("County").

R E C I T A L S:

- A. Sections 163.3220 – 163.3243, Florida Statutes, which set forth the Florida Local Government Development Agreement Act ("Act"), authorize the County to enter into binding development agreements with persons having a legal or equitable interest in real property located within the unincorporated area of the County.
- B. Under Section 163.3223 of the Act, the County has adopted Chapter 134, Article VII of Part III, the Pinellas County Land Development Code ("Code"), establishing procedures and requirements to consider and enter into development agreements.
- C. Owner is the owner of two separate parcels of real property, located at 2595 54th Ave. N., in the unincorporated area of the County, each being more particularly described on Exhibit "A-2" as parcel identification number 35-30-16-00000-430-1800 (the "North Property") and Exhibit "A-1" as parcel identification number 35-30-16-00000-430-2200 (the "South Property") attached hereto (except as otherwise set forth herein, collectively the "Property").
- D. Owner desires to develop and continue to use the Property for hotel and restaurant use as more particularly described herein.
- E. The Property currently has a land use designation of CG and RM, with the RFO-P overlay, and is zoned C-2.
- F. Owner has requested that the County remove the existing RFO-P overlay and place a land use designation of CG on the Property.
- G. The County cannot justify the requested action absent the restrictions contained in this Agreement and in the deed restriction required in Section 6.1.4.
- H. The County and Owner have determined that it would be mutually beneficial to enter into a development agreement governing the matters set forth herein and have negotiated this Agreement in accordance with the Code and the Act.
- I. The County has found that the terms of this Agreement are consistent with the Pinellas County Comprehensive Plan and the Code.

STATEMENT OF AGREEMENT

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

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

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

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

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

Section 5. Effective Date/Duration of this Agreement.

5.1 This Agreement shall become effective as provided for by the Act and shall be contingent upon obtaining final approval, and effectiveness of the land use designation of CG and removal of the existing RFO-P overlay.

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

Section 6. Obligations under this Agreement.

6.1 Obligations of the Owner.

6.1.1. Binding Obligations. The obligations under this Agreement shall be binding on Owner, its successors or assigns.

6.1.2. Development Review Process. At the time of development of the Property, Owner will submit such applications and documentation as are required by law and shall comply with the County's Code applicable at the time of the effective date of this Agreement.

6.1.3. Development Restrictions. The following restrictions shall apply to development of the Property.

6.1.3.1. The North Property shall be used for hotel/motel use only, and the South Property shall be used for hotel/motel use and restaurant use only.

6.1.3.2. Development Intensities. Owner shall comply with the building intensities and height required by the Property's zoning and land use designations, unless otherwise modified by this Agreement.

6.1.3.3. The South Property shall be developed substantially in accordance with the Concept/Site Plan attached and incorporated as Exhibit B ("Plan"), provided, however, that the parties acknowledge and agree that development of the South Property may or may not include a restaurant, notwithstanding the uses permitted for the South Property and the depiction of a restaurant on the South Property; and further provided that if the southernmost structure (as shown on the Plan) is not used as a restaurant, then the South Property's remaining uses shall be limited to hotel/motel uses and its accessory uses related thereto.

6.1.3.4. As of the effective date of this Agreement, the North Property is being used for hotel/motel use only. The parties acknowledge and agree that the Owner may redevelop the North Property, as a future phase, subsequent to the effective date of this Agreement and prior to the termination date of this Agreement (as described in Section 5.1), and any re-development of the North Property shall comply with the terms of this Agreement including (without limitation) the Obligations of Owner (as set forth in Section 6.1, inclusive), the Development Restrictions (as set forth in this Section 6.1.3, inclusive), the Deed Restriction (as set forth in Section 6.1.4), the Public Facilities requirements (as set forth in Section 7), and the Permitting requirements (as set forth in Section 8).

6.1.3.5. Upon commencement of vertical construction for the development of the South Property, Owner shall (i) place bicycle racks on the North Property and the South Property to accommodate hotel/restaurant workers and (ii) construct a 13 x 9 foot concrete pad according to ADA standards to accommodate a Pinellas Suncoast Transit Association ("PSTA") bus shelter on the east side of 28th St N, 130 feet north of the center of the intersection of 54th Avenue North & 28th Street North. Coordination with PSTA is necessary to ensure compliance with facility guidelines and ADA requirements regarding wheelchair access and clearance. All permit, easements and agreements required by the State, County and/or PSTA shall be obtained prior to construction of the above transportation improvements.

6.1.4. Recording of Deed Restriction. Prior to the approval of a site plan or issuance of a development permit for the Property, Owner shall record a deed restriction encumbering the Property in the official records of Pinellas County, Florida and deliver a copy of such recorded deed restriction to the Director of the County Strategic Planning and Initiatives Department or his designee. The deed restriction shall be approved as to form by the County Attorney (which approval

shall not be unreasonably withheld) and shall generally describe the development limitations of 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 Board amends the land use and zoning designation for the Property as set forth in Recital F above.

6.2.2. County will process preliminary and final site plan applications for the Property that are consistent with this Agreement, and that meet the requirements of the Code at the time of the effective date of this Agreement.

6.2.3. The final effectiveness of the amendments referenced in Section 6.2.1 is 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.

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

7.1 Potable water from the City of St Petersburg.

7.2 Sewer service from Pinellas County.

7.3 Fire protection from Pinellas County.

7.4 Drainage facilities for the parcel will be provided by Owner.

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

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

8.2. Construction plan approval(s);

8.3. Building permit(s); and

8.4. Certificate(s) of occupancy.

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

Section 10. Termination.

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

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

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

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

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

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

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

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

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

Section 13. Notices. Notices and communications required or desired to be given under this Agreement shall be given to the parties by hand delivery, by nationally recognized overnight courier service such as Federal Express, or by certified mail, return receipt requested, addressed as follows (copies as provided below shall be required for proper notice to be given):

If to Owner: Gateway Hospitality, LLC
c/o Nikesh Shah
807 Dashwood Court
Winter Garden, FL 34787

With copy to: The Kabrawala Law Group PLLC
190 E. Morse Blvd.
Winter Park, Florida 32789
Attn: Chirag B. Kabrawala, Esq.
Phone: 407-801-3330
Fax: 407-602-7667
Email: Chirag@CBKLawGroup.com

If to County: Pinellas County Board of County Commissioners
c/o County Administrator
315 Court St.
Clearwater, FL 33756

With copy to: David S. Sadowsky, Esquire
Senior Assistant County Attorney
Pinellas County Attorneys Office
315 Court Street
Clearwater, Florida 33756

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

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

Section 15. Minor Non-Compliance. Owner will not be deemed to have failed to comply with the terms of this Agreement in the event such non-compliance, in the judgment of the County Administrator, reasonably exercised, as a minor or inconsequential nature.

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

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

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

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

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

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

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

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

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

End of Substantive Provisions, Signature Page to follow

WITNESSES:

OWNER

GATEWAY HOSPITALITY, LLC

Printed Name: Kate Spavza

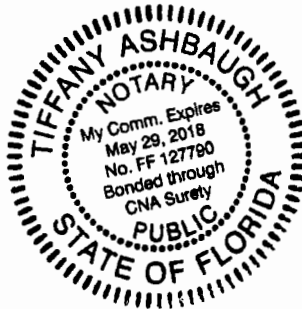
By: N. Shah

Nikesh Shah

Printed Name: Tiffany Ashbaugh

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 3rd day of October 2014, by Nikesh Shah, who is personally known to me or who produced valid FL ID as identification.



Notary Public Tiffany Ashbaugh

Print Notary Name

My Commission Expires: May 29, 2018

ATTEST:

PINELLAS COUNTY, FLORIDA

KEN BURKE, CLERK

Deputy Clerk

By: _____

Chairman

Board of County Commissioners

APPROVED AS TO FORM:

County Attorney

EXHIBIT "A-1"
SOUTH PROPERTY

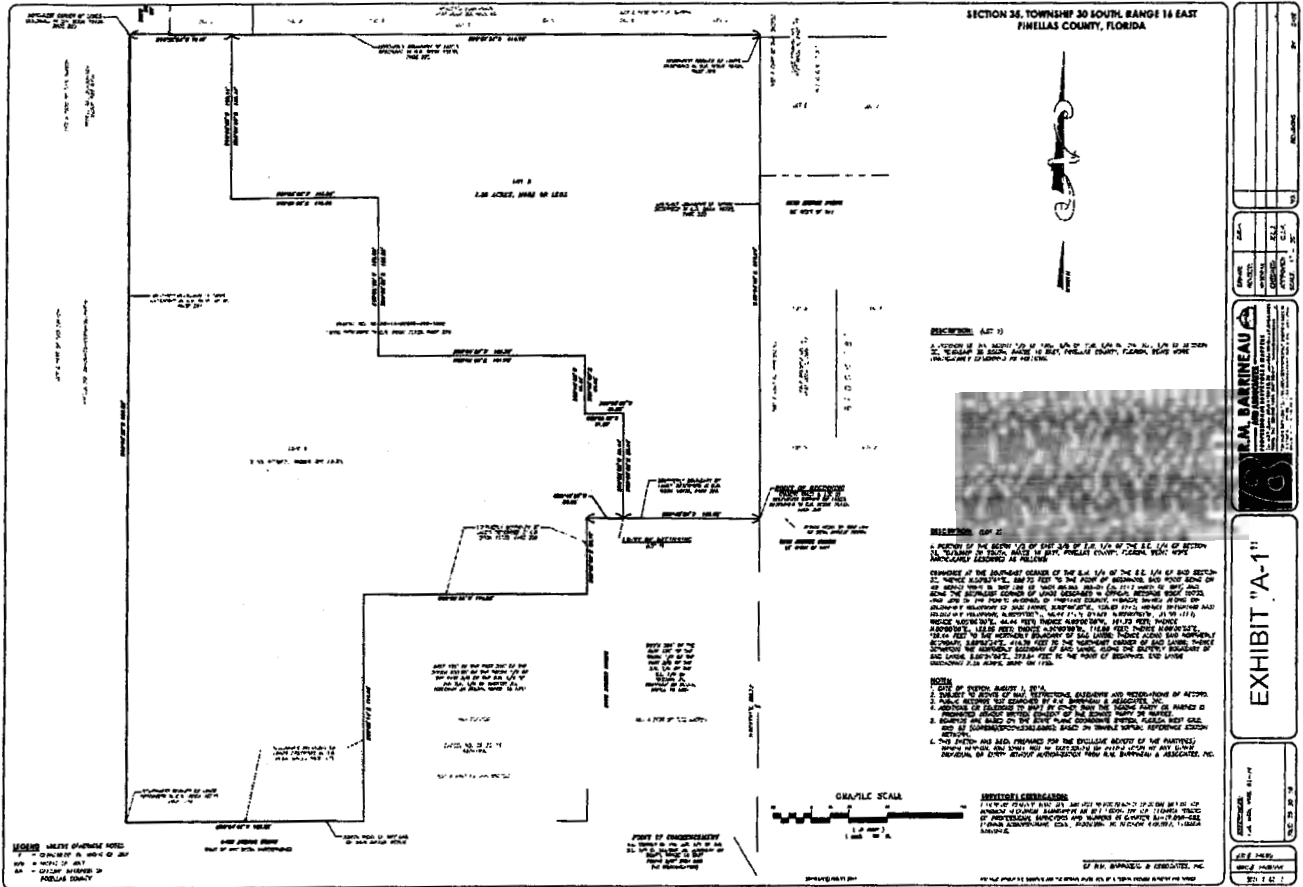


EXHIBIT "A-2" NORTH PROPERTY

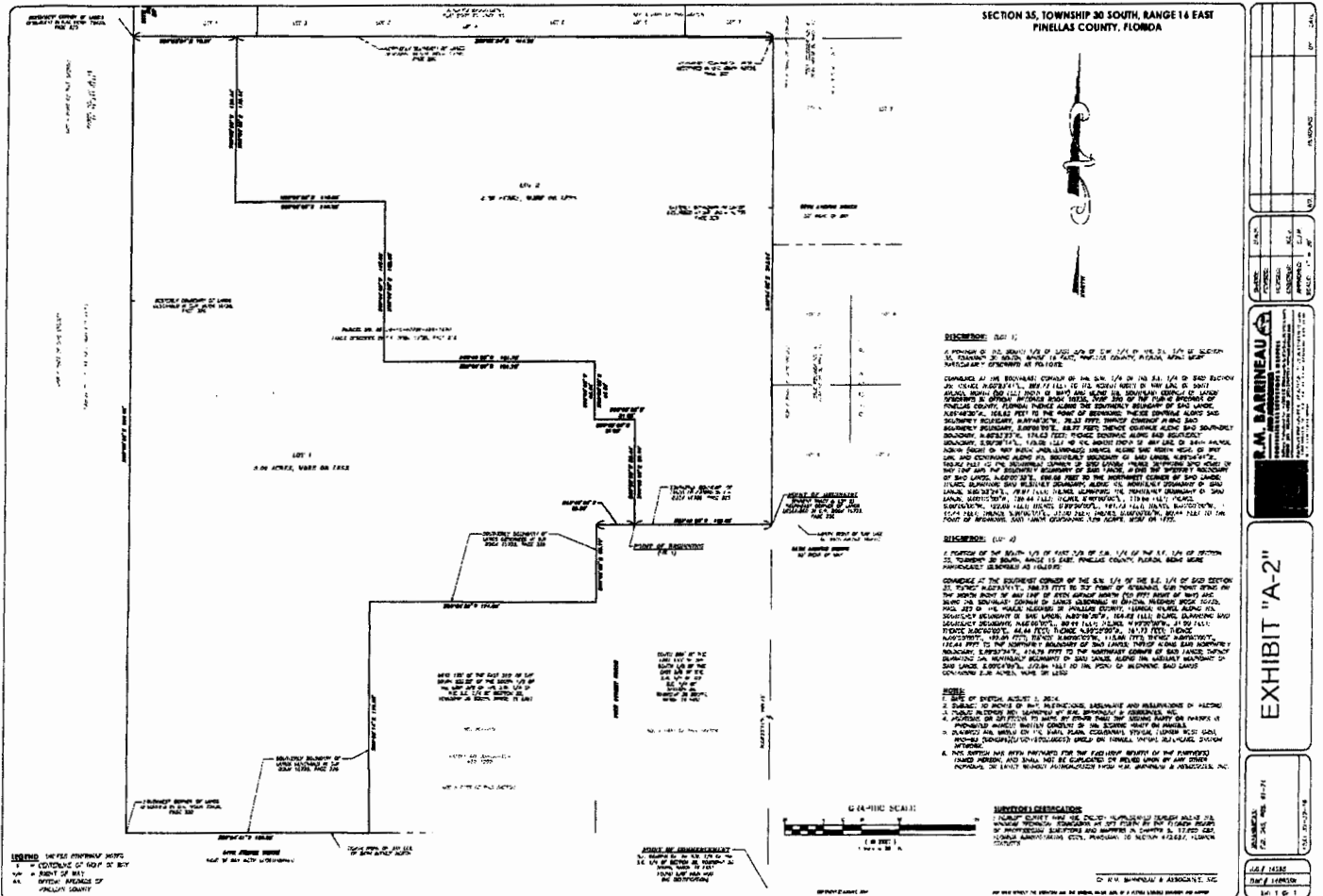


EXHIBIT "B" PROPOSED DEVELOPMENT PLAN FOR "SOUTH PROPERTY"

William J. Alexander
 ENGINEERING, LLC
 10000 W. 11TH AVENUE, SUITE 200
 MIAMI, FL 33156
 (305) 551-1111
 FAX (305) 551-1112
 WWW.WJALEXANDER.COM

FAIRFIELD INN - ST. PETERSBURG
 PINELLAS COUNTY, FLORIDA

DATE: 06.18.14
 DRAWN BY: JET
 CHECKED BY: JET
 FILE NO.: 14-0001

SCALE: 1" = 40'
 SHEET: 4 OF 10

EXHIBIT "B"

SITE DATA
 TOTAL SITE AREA: 1.00 AC.
 TOTAL LOT AREA: 1.00 AC.
 TOTAL LOT AREA: 1.00 AC.

REMARKS
 1. ALL EXISTING UTILITIES TO REMAIN.
 2. ALL EXISTING UTILITIES TO BE REMOVED AND REPLACED.
 3. ALL EXISTING UTILITIES TO BE REMOVED AND REPLACED.

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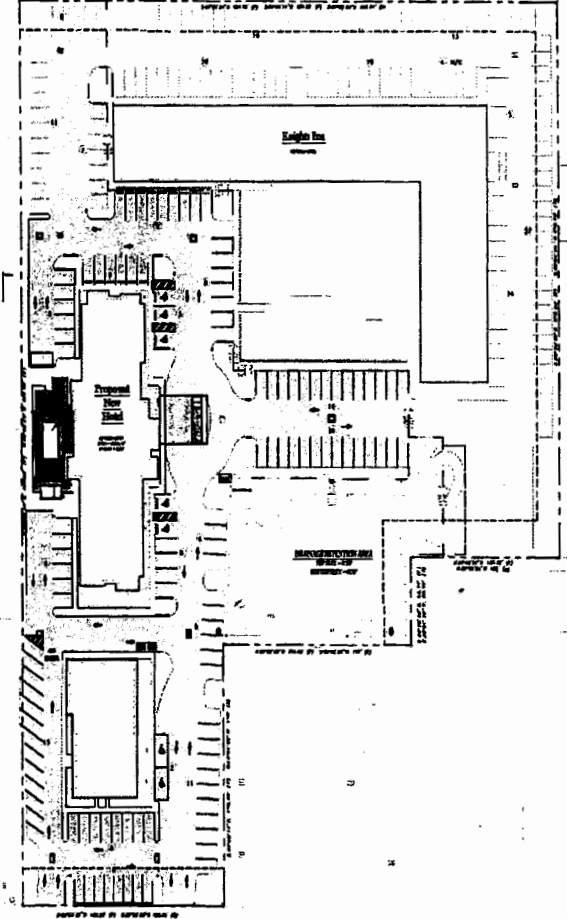
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REMARKS
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 2. ALL EXISTING UTILITIES TO BE REMOVED AND REPLACED.
 3. ALL EXISTING UTILITIES TO BE REMOVED AND REPLACED.



GEOMETRY LEGEND
 1. 1" = 40'
 2. 1" = 40'
 3. 1" = 40'
 4. 1" = 40'
 5. 1" = 40'
 6. 1" = 40'



LU-9-5-14
 RECEIVED 10-10-14

PAC AGENDA – SUMMARY AGENDA ACTION SHEET
DATE: JANUARY 5, 2015

| ITEM | ACTION TAKEN | VOTE |
|---|--|--------|
| I. <u>MINUTES OF REGULAR PAC MEETING OF DECEMBER 1, 2014</u> | <u>Approved</u> Motion: Dean Neal Second: Bob Klute | 8 – 0 |
| II. <u>REVIEW OF PPC AGENDA FOR JANUARY 5, 2015 MEETING</u> A. <u>Subthreshold Land Use Plan Amendments</u> 1. Case CW 15-1 – Pinellas | <u>Approved</u> Motion: Dean Neal Second: Marie Dauphinais | 9 – 0 |
| B. <u>Regular Land Use Plan Amendments</u> 2. Case CW 15-2 – Pinellas County | <u>Approved</u> Motion: Dean Neal Second: Marie Dauphinais | 11 – 0 |
| C. Substantive Plan Change CW 02-29 (SAP Change No. 2-2015) – Pinellas County | <u>Approved</u> Motion: Dean Neal Second: Bob Klute | 14 – 0 |
| D. <u>CPA Actions – December 2014</u> | <u>No Action – Information Only</u> | |
| E. <u>Annexation Report – December 2014</u> | <u>No Action – Information Only</u> | |
| F. <u>Countywide Plan Update</u> 1. Countywide Plan Strategies – Preliminary Draft Amendments 2. Countywide Rules – Preliminary Draft Amendments 3. Countywide Plan Map – Preliminary Draft Amendments | <u>Approved</u> Motion: Dean Neal Second: Bob Klute A motion was made that would allow full discussion of the Countywide Plan Update at the February 2 nd PAC meeting, with the intent of holding a public hearing in March. Linda Fisher outlined the various updates since the last PAC meeting and noted that the most significant were to the Vision Map, which will continue to be updated as more comments are received. At the December PPC meeting, the Board indicated that a more future-oriented direction to this map was desired. It was also noted that the names of four residential categories had been changed to Residential Very Low, Residential Low, Residential Medium and Residential High and that staff is continuing to address comments as they are received. PAC members were requested to submit their final comments in two weeks so that the changes to the Countywide Plan could be voted on at the February 2 nd PAC meeting. | 14 – 0 |

| | | |
|--|---------------------------------------|--|
| III. <u>OLD BUSINESS</u> | None. | |
| IV. <u>OTHER PAC BUSINESS/PAC DISCUSSION AND UPCOMING AGENDA</u> | None. | |
| V. <u>ADJOURNMENT</u> | The meeting was adjourned at 2:59 pm. | |

Respectfully Submitted,

PAC Chairman

Date

DISCLOSURE OF INTEREST STATEMENT
PINELLAS COUNTY PLANNING COUNCIL CASE NUMBER

SUBMITTING GOVERNMENT ENTITY: PINELLAS COUNTY

PPC OR CITY/TOWN CASE NUMBER: LU 9-5-14

PROPERTY OWNER(S):

Name: Gateway Hospitality, LLC

Name: _____

Address: 2595 54th Avenue North
St. Petersburg, FL 33714

Address: _____

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

Interest: X

Contingent:

Absolute:

Name: Nikesh Shah

A specific interest held:

Manager/Member

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

Contract is: _____ Contingent

_____ Absolute

All Parties to Contract:

Name: _____

Name: _____

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

All Parties to Option:

Name: _____

Name: _____

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

The Development Agreement is restricting the use of property to a Hotel/Motel with a restaurant and not to exceed 50 ft. in height and required to construct bus pad.

APPLICATION FOR COUNTYWIDE FUTURE LAND USE PLAN AMENDMENTS

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

Countywide Plan Map Information

- | | |
|--|--|
| 1. Current Countywide FLUP Designation(s) | Residential Medium, Commercial General & Resort Facilities Overlay-Permanent |
| 2. Proposed Countywide FLUP Designation(s) | Commercial General |

Local Plan Map Information

- | | |
|---|--|
| 1. Local Map Amendment Case Number | LU 9-5-14 |
| 2. Current Local Plan Designation(s) | Residential Medium, Commercial General & Resort Facilities Overlay-Permanent |
| 3. Current Local Zoning Designation(s) | C-2 |
| 4. Proposed Local Plan Designation(s) | Commercial General |
| 5. Proposed Local Zoning Designation(s) | C-2 |

Site and Parcel Information

- | | |
|--|--|
| 1. Parcel Number(s) of area(s) proposed to be amended – Sec/Twp/Rng/Sub/Blk/Lot (and/or legal description, as necessary) | 35/30/16/00000/430/1800 & 2200 |
| 2. Location | Two separate parcels "Lot A" which contains 3.15 acres and located at 2595 54th Avenue North and "Lot B" which contains 2.25 acres and is located on the north side of 54th Avenue North and at the northwest corner of 55th Avenue North and 26th Street North in the unincorporated Lealman. |
| 3. Acreage | 5.4 |
| 4. Existing use(s) | Motel |
| 5. Existing density and/or floor area ratio | 12.5upa |
| 6. Name of project (if applicable) | Motel Expansion |

Local Action

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

Other Items to Include:

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