Subject:
Zoning Case No. (Q) Z/LU-1-1-15 (Dennis K. Brown & Deborah K. Pennington)

Department: Planning

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, THE DEVELOPMENT AGREEMENT, AND THE VARIANCE TO ALLOW A 50 FOOT WIDE C-2 LOT WHERE AN 80 FOOT WIDE LOT IS REQUIRED.

Summary Explanation/Background:
This is a request to rezone a 50 foot wide lot from R-3, Single Family Residential to C-2, General Retail Commercial and Limited Services and to amend the Future Land Use Map from Residential Low to commercial General, along with a variance and a Development Agreement to allow for the storage of the applicant’s personal automobiles and for the personal use of an office.

The variance is required as the lot does not meet the minimum 80 foot, lot width requirement of the C-2 zoning district. As the applicant cannot acquire additional property to meet the minimum lot width requirement, a hardship does exist, and as such staff supports the variance. The associated Development Agreement restricts the use of the building that would be constructed on the property for the applicant’s private use of storing personal vehicles and a private office for the owner of the property.

The Local Planning Agency (LPA) has recommended approval of the application with a change to Section 6.1.3.3 of the Development Agreement which has been incorporated in the attached proposed agreement.

Fiscal Impact/Cost/Revenue Summary:
N/A

Exhibits/Attachments Attached:
Staff Report with LPA Recommendation, Maps, Proposed Development Agreement, Resolution, Ordinance and Correspondence
LOCAL PLANNING AGENCY (LPA) RECOMMENDATION to the BOARD OF COUNTY COMMISSIONERS

Regarding: Case No. Z/LU-1-1-15

LPA Recommendation: The LPA finds that the proposed amendments are consistent with the Pinellas County Comprehensive Plan, and recommends Approval of the zoning amendment, land use amendment, the variance to allow a 50 ft. wide C-2 lot where an 80 foot wide lot is required, and a Development Agreement restricting use of the property to private storage of domestic passenger vehicles and for a private office for the owner of the property and not to exceed 50 ft. in height with a modification to Section 6 of the Development Agreement, with the following:

1) 6.1.3.3 As of the effective date of this Agreement, the Property would be limited to the interior private storage of domestic passenger vehicles for the owner of the Property and for a private office for the owner of the Property.

LPA Public Hearing: February 12, 2015 (The vote was 6-0, in favor)

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, and the proposed Development Agreement are consistent with the Pinellas County Comprehensive Plan based on the findings in this Report.

- And further, Staff recommends that the LPA recommend approval of the proposed FLUM and Zoning Atlas amendments, the proposed development agreement, and requested variance to the Pinellas County Board of County Commissioners.

CASE SUMMARY

APPLICANT'S NAME: Dennis K. Brown & Deborah K. Pennington

DISCLOSURE: N/A

REPRESENTED BY: Todd Pressman

<table>
<thead>
<tr>
<th>LAND USE CHANGE</th>
<th>ZONING CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FROM: Residential Low</td>
<td>R-3, Single Family Residential</td>
</tr>
<tr>
<td>TO: Commercial General</td>
<td>C-2, General Retail Commercial &amp; Limited Services</td>
</tr>
</tbody>
</table>

And a Variance to allow a 50 ft. wide C-2 lot where an 80 foot wide lot is required, and a Development Agreement restricting use of the property to private storage of domestic passenger vehicles and for a private office for the owner of the property and not to exceed 50 ft. in height.

PROPERTY DESCRIPTION: Approximately 0.23 acre property located at 11787 Walsingham Road in the unincorporated area of Pinellas County 300 ft. east of 119th Street North.

PARCEL ID(S): 09/30/15/00000/430/3900
PROPOSED BCC HEARING DATE: March 24, 2015

CORRESPONDENCE RECEIVED TO DATE:

No correspondence received.

PERSONS APPEARING AT THE LOCAL PLANNING AGENCY HEARING:

Received six letters in favor.

SURROUNDING ZONING AND LAND USE FACTS:

<table>
<thead>
<tr>
<th>Subject Property:</th>
<th>Land Use Category</th>
<th>Zoning Designation</th>
<th>Existing Use</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Residential Low</td>
<td>R-3</td>
<td>Single Family Dwelling</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Adjacent Properties:</th>
<th>Land Use Category</th>
<th>Zoning Designation</th>
<th>Existing Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Residential Low</td>
<td>R-3</td>
<td>Single Family Dwelling</td>
</tr>
<tr>
<td>East</td>
<td>Residential Low</td>
<td>R-3</td>
<td>Vacant</td>
</tr>
<tr>
<td>South</td>
<td>Residential Low</td>
<td>R-3</td>
<td>Single Family Dwelling</td>
</tr>
<tr>
<td>West</td>
<td>Residential Low</td>
<td>R-3</td>
<td>Single Family Dwelling</td>
</tr>
</tbody>
</table>

STAFF DISCUSSION AND ANALYSIS

COMPATIBILITY WITH SURROUNDING LAND USES

The subject site is currently occupied by an abandoned single family residence and lies 50 ft west of a commercial business zoned C-1, Commercial Neighborhood District and designated as Commercial General on the Future Land Use Map. The change to the zoning and land use designations to C-2, General Retail Commercial & Limited Services and Commercial General, respectively have been requested in order to permit the owner of the property to legally store personal vehicles and maintain a private office on the property. As part of this request, the application also includes a variance to the minimum 80 foot wide lot provision of the C-2 zoning district since this lot has 50 ft. of width. As adjacent property is not available for sale, staff is of the opinion the variance is warranted provided the proposed concept plan can meet the required setbacks, which it currently does. To assure adjacent property owners that no other uses will occur other than the private storage of passenger vehicles and a private office for the property owner, the applicant has also included a development agreement restricting the use of the property to that described above. These restrictions will be memorialized via the deed restriction provision in the development agreement. The applicant has revised the concept plan in order to meet the setback requirement of the C-2 district, and as such the previously requested 3 ft. side setback variance is no longer being requested. Absent the development agreement, staff would not support the request due to its proximity to low density residential uses to the north and west respectively. It should be noted that the parcel immediately to the east is a 50 ft. wide vacant lot also zoned R-3 and designated as Residential Low on the FULM, and pending the result of this request it would be a candidate for a change in zoning and land use if submitted for a change.

Staff is of the opinion that the proposed use is an extremely minimal commercial use of the site that will improve the site and the surrounding area that currently does not exist and allow the site to be used in a positive manner to the surrounding community.
TRANSPORTATION IMPACTS AND CONCURRENCY

Approval of the amendment requested by the applicant could generate approximately 42 additional vehicle trips per day on the surrounding roadway network. These additional vehicle trips would not be expected to lower the level of service (LOS) on any of the nearby roadway facilities.

OTHER INFRASTRUCTURE IMPACTS

The subject site is located within the Pinellas County Water Demand Planning Area and the South Cross Wastewater Facility Service Area. Amending the subject site from RL to CG could increase potable water and wastewater demand by approximately 90 gallons per day, respectively. With respect to solid waste disposal, approval of the amendment could also increase the amount of solid waste generated by approximately 7.81 tons per year.

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

Objective 1.2 Establish development regulations that respond to the challenges of a mature urban county with established communities that are experiencing infill development and redevelopment activity.

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

Objective 1.12 Pinellas County shall promote the location of community or neighborhood commercial development within centers in order to achieve optimal land use relationships, avoid commercial intrusion and impacts into established neighborhoods, achieve compatibility with traffic movement objectives, minimize air pollution, and serve the immediate retail shopping needs of limited or defined geographic areas.

Policy 1.12.2 Pinellas County shall permit commercial development in a manner that will maintain the economic vitality of recognized and established commercial areas.

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)
## SITE DATA

<table>
<thead>
<tr>
<th>Parcel Size</th>
<th>0.23</th>
</tr>
</thead>
</table>

### Current Land Use Designation: Residential Low

<table>
<thead>
<tr>
<th>Potential Use</th>
<th>sf/acre(s)</th>
<th>x(far)/(upa)</th>
<th>Units</th>
<th>sf/1,000</th>
<th>x(tgr)</th>
<th>cap.</th>
<th>Proj. trips</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Single-Family</td>
<td>0.23</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Proposed for Amendment: Commercial General

<table>
<thead>
<tr>
<th>Potential Use</th>
<th>sf/acre(s)</th>
<th>x(far)/(upa)</th>
<th>Sq Feet</th>
<th>sf/1,000</th>
<th>x(tgr)</th>
<th>cap.</th>
<th>Proj. trips</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Office</td>
<td>0.23</td>
<td>0.35</td>
<td>3,507</td>
<td>3.500</td>
<td>16.3</td>
<td>0.92</td>
<td>52</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ROADWAY IMPACT DATA - Trip Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road(s)</td>
</tr>
<tr>
<td>---------</td>
</tr>
<tr>
<td>(1) Walsingham Road</td>
</tr>
<tr>
<td>113th Street to Ulmerton Rd</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2014 PH</th>
<th>2014 AADT</th>
<th>2035 AADT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walsingham Road</td>
<td>C</td>
<td>1</td>
</tr>
<tr>
<td>113th Street to Ulmerton Rd</td>
<td>Extg</td>
<td>Planned</td>
</tr>
<tr>
<td>Ln Cfg</td>
<td>Improv.</td>
<td>Year</td>
</tr>
</tbody>
</table>

### 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
- **FOOT**: Florida Department of Transportation
- **DEF**: Deficient State Road
- **UTS**: Units (dwelling)
- **5035**: 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**
Zoning From: R-3, Single Family Residential  To: C-2, General Retail Commercial & Limited Services
Land Use From: Residential Low  To: Commercial General
And a Variance to allow a 50 ft. wide C-2 lot and a Development Agreement allowing the use of personal storage of vehicles and to develop a personal office use and not to exceed 50 ft. in height.

Parcel I.D. 09/30/15/00000/430/3900
Prepared by: Pinellas County Planning Department   January 2015
FUTURE LAND USE
PINELLAS COUNTY, FLORIDA

Residential
- Residential Suburban
- Residential Low
- Residential Low Medium

Commercial
- Commercial General

Public / Semi-Public
- Recreation / Open-Space

Zoning From: R-3, Single Family Residential To: C-2, General Retail Commercial & Limited Services
Land Use From: Residential Low To: Commercial General
And a Variance to allow a 50 ft. wide C-2 lot and a Development Agreement allowing the use of personal storage of vehicles and to develop a personal office use and not to exceed 50 ft. in height.
Z/LU-1-1-15

Zoning  From: R-3, Single Family Residential  To: C-2, General Retail Commercial & Limited Services
Land Use  From: Residential Low  To: Commercial General
And a Variance to allow a 50 ft. wide C-2 lot and a Development Agreement allowing the use of personal storage of vehicles and to develop a personal office use and not to exceed 50 ft. in height.

Parcel I.D. 09/30/15/00000/430/3900
Prepared by: Pinellas County Planning Department  January 2015
Z/LU-1-1-15

Zoning  From:  R-3, Single Family Residential  To:  C-2, General Retail Commercial & Limited Services

Land Use  From:  Residential Low  To:  Commercial General

And a Variance to allow a 50 ft. wide C-2 lot and a Development Agreement allowing the use of personal storage of vehicles and to develop a personal office use and not to exceed 50 ft. in height.

Parcel I.D.  09/30/15/00000/430/3900

Prepared by:  Pinellas County Planning Department  January 2015
DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is dated ____________, effective as provided in Section 5 of this Agreement, and entered into between Dennis K. Brown & Deborah K. Pennington, 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").

RECATUALS:

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 a parcel of real property, located at 11787 Walsingham Rd. on Exhibit “A” as parcel identification number 09-30-15-00000-430-3900, hereinafter the “Property”.

D. Owner desires to develop and continue to use the Property for personal storage of vehicles and a personal office use as more particularly described herein.

E. The Property currently has a land use designation of RL and is zoned R-2.

F. Owner has requested that the County change the zoning category to C-2 and change the Land Use category to CG, and the variance to allow development on a 50’ wide lot where an 80’ wide lot is required in the C-2 zone.

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 zoning of C-2, and the variance to allow development on a 50' wide lot where an 80' wide lot is required in the C-2 zone.

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

Section 6 Obligations under this Agreement.

6.1 Obligations of the Owner.

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

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

6.1.3. Development Restrictions. The following restrictions shall apply to development of the Property.
6.1.3.1. 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.

6.1.3.2. The Property shall be developed substantially in accordance with the Concept/Site Plan attached and incorporated in Exhibit A.

6.1.3.3. As of the effective date of this Agreement, the Property would be limited to the interior private storage of personal passenger vehicles for the Owner of the Property and for a private office for the Owner of the Property.

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 Pinellas County Planning 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:  
Dennis K. Brown, Deborah K. Pennington  
898 Richart Ln., Greenwood, IN  46142

With copy to:

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:

Printed Name: Ruth Patterson

Printed Name: Timber Harshey

OWNERS

Dennis K. Brown

By: "K. Br"

Deborah K. Pennington

STATE OF Indiana
COUNTY OF Johnson

The foregoing instrument was acknowledged before me this 17 day of February, 2015, by the above, who is personally known to me or who produced Indiana driver license as identification.

HOLLY L GRECA
Notary Public - Seal
State of Indiana
Johnson County
My Commission Expires Feb 23, 2022

ATTEST:

PINELLAS COUNTY, FLORIDA

KEN BURKE, CLERK
Deputy Clerk

By:

Chairman
Board of County Commissioners

APPROVED AS TO FORM:

County Attorney
EXHIBIT “A”
PROPERTY