

AGENDA
Planning Review Committee
Pinellas County Planning Department
310 Court Street, 1st Floor Conference Room
September 14, 2015 – 10:00 AM

Case Summary Review:

1. [\(Q\) Z/LU-25-10-15](#) (Ralph M. Wescott)
2. [\(Q\) Z-26-10-15](#) (GGR Ozona, LLP)
3. [LU-27-10-15](#) (PARC, Inc.)

Note: Q = Quasi-Judicial

CASE SUMMARY
CASE NO. Z/LU-25-10-15
(Quasi-Judicial)

PRC MEETING: September 14, 2015 @ 10:00 AM-1st Floor, Planning Conf Room

LPA HEARING: October 8, 2015 @ 9:00 AM-5th Floor, Board Assembly Room

BCC HEARING: November 24, 2015 @ 6:00 PM-5th Floor, Board Assembly Room

PPC HEARING: January, 2016 @ 3:00 PM-5th Floor, Board Assembly Room

FINAL DETERMINATION BY: February, 2016

APPLICANT'S NAME: Ralph M. Wescott

REQUEST: Zone change from: C-3, Commercial, Wholesale, Warehousing & Industrial
to: R-4, One, Two & Three Family Residential

Land Use change from: Industrial Limited
to: Residential Low Medium

CASE DESCRIPTION: Approximately 1.01 acres located at the southwest corner of the intersection of 135th Place N and Palm Way in the unincorporated area of Largo (a portion of parcel 01/30/15/70416/400/1101). A legal description is available in file upon request.

APPLICANT/ADDRESS: Ralph M. Wescott
3550 135th Place North
Largo, FL 33771

REP/ADDRESS: Teresa Wescott Lavrinc
1659 Parkside Drive
Clearwater, FL 33756

NOTICES SENT TO: Ralph M. Wescott, Teresa Wescott Lavrinc, Mike Meidel-Economic Development Council, DOT, Clint Herbic-Pinellas County School Board, BCC Office & Surrounding Owners

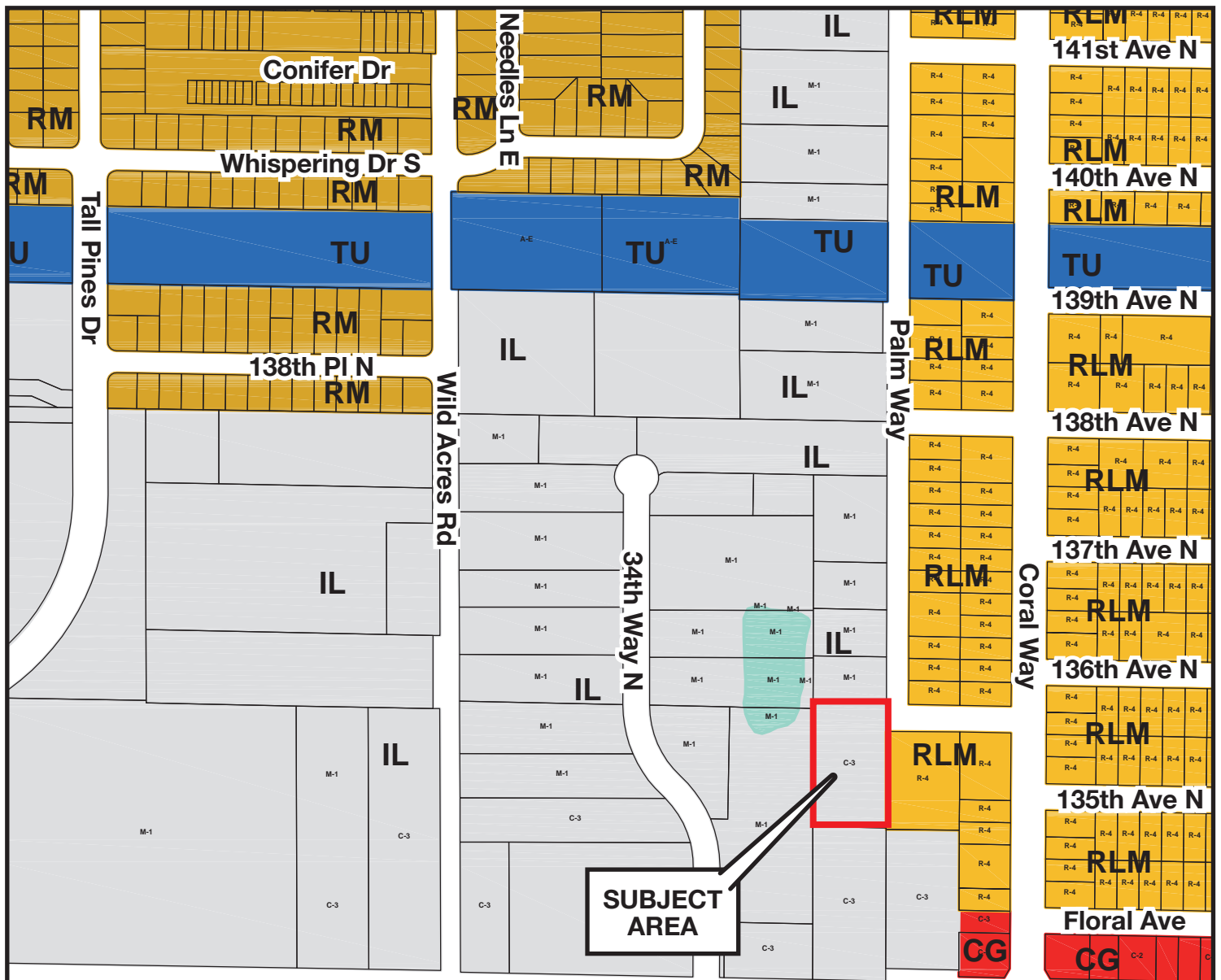
EXISTING USE: Vacant

PROPOSED USE: Single Family Home

LAND USE: Industrial Limited

ZONING: C-3

Z15-000017



FUTURE LAND USE PINELLAS COUNTY, FLORIDA

Residential

- Residential Low
- Residential Low Medium
- Residential Medium

Commercial

- Commercial General

Industrial

- Industrial Limited

Public / Semi-Public

- Institutional
- Transportation / Utility



MAP-2

Z/LU-25-10-15

Zoning From: C-3, Commercial, Wholesale, Warehousing & Industrial
To: R-4, One, Two & Three Family Residential

Land Use From: Industrial Limited
To: Residential Low Medium

Parcel I.D. 01/30/15/70416/400/1101

Prepared by: Pinellas County Planning Department August 2015





MAP-3

Z/LU-25-10-15

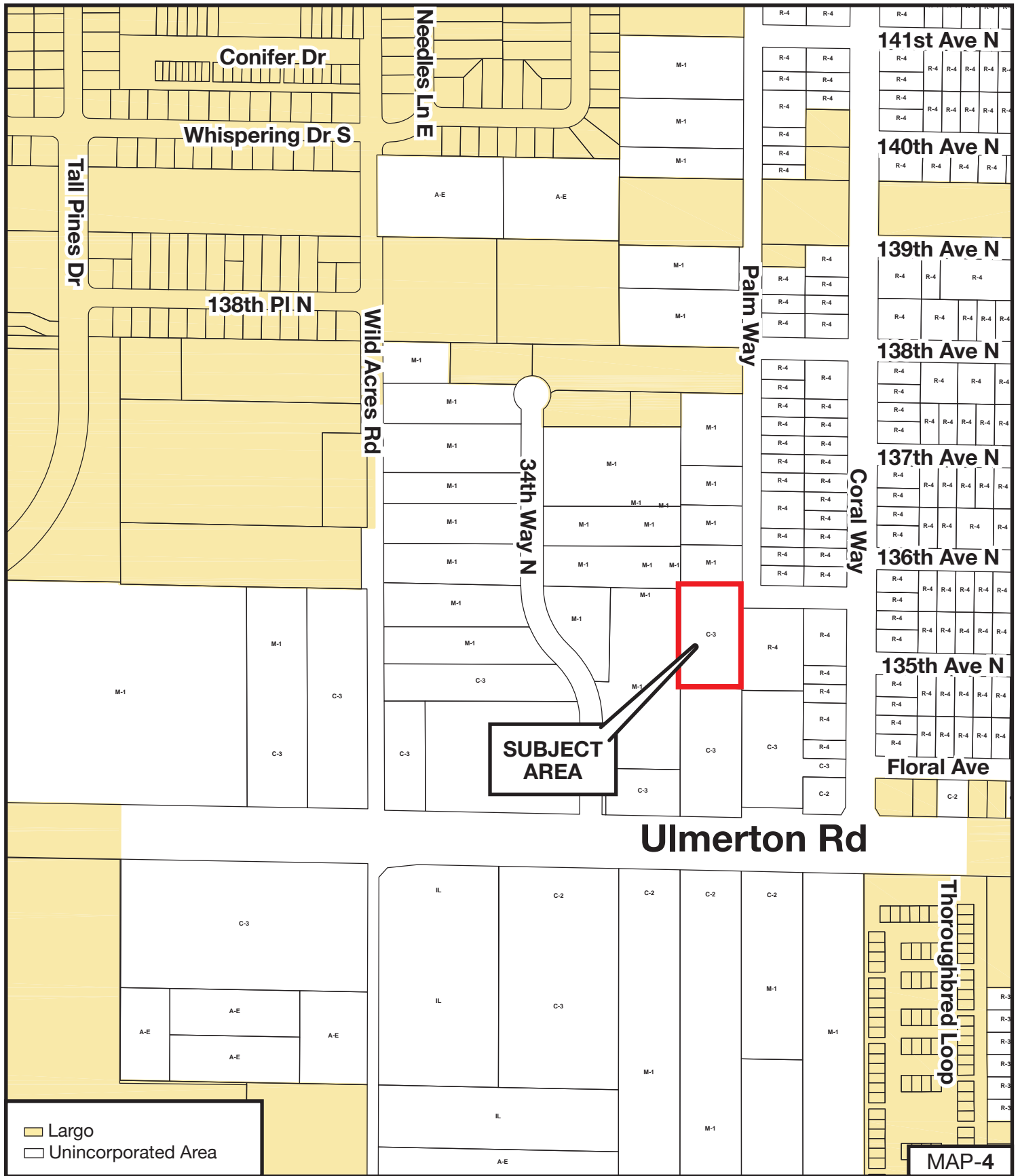
Zoning From: C-3, Commercial, Wholesale, Warehousing & Industrial
To: R-4, One, Two & Three Family Residential

Land Use From: Industrial Limited
To: Residential Low Medium

Parcel I.D. 01/30/15/70416/400/1101

Prepared by: Pinellas County Planning Department August 2015





Z/LU-25-10-15

Zoning From: C-3, Commercial, Wholesale, Warehousing & Industrial
 To: R-4, One, Two & Three Family Residential

Land Use From: Industrial Limited
 To: Residential Low Medium

Parcel I.D. 01/30/15/70416/400/1101

Prepared by: Pinellas County Planning Department August 2015



1. Owner: Ralph M. Wescott
Mailing Address: 355D - 135th Place N.
City: Largo State: FL Zip Code: 33771 Daytime Phone: (727) 430 3599
Email: RalphWescott@gmail.com

2. Representative's Name: Teresa Wescott Lavrine
Company Name: _____
Mailing Address: 1659 Parkside Dr
City: Clearwater State: FL Zip Code: 33756 Daytime Phone: (727) 647 8351
Email: tlav76@yahoo.com

3. Disclosure information (This information must be supplied pursuant to County Ordinance No. 74-15):

- A. If the owner is a corporation, partnership, or trust, list all persons (i.e. partners, corporate officers, all members of the trust) who are a party to such as well as anyone who may have a beneficial interest in the property which would be affected by any ruling on their application.

Owner: Ralph Wescott
Daughter: Teresa Wescott Lavrine

Specify interest held: _____

- B. Is there an existing contract for sale of subject property: _____ Yes ☒ No
If yes, list names of all parties to the contract including all partners, corporate officers, and members of any trust:

Is contract conditional or absolute? _____ Conditional _____ Absolute

- C. Are there any options to purchase on subject property? _____ Yes ☒ No
If so, list names of all parties to option including all partners, corporate officers and members of any trust:



C-3/12 to R4/RLM

4. This hearing is being requested to consider: Change Zoning to Residential

5. Location of subject property (street address): 3550 135th Place North

6. Legal Description of Property: (attach additional documents if necessary)
Lot 10, SE 1/4 of Section 1, Township 30 South Range 15 East
Pinellas Groves
* See Attached *

7. Size of Property: 276.10 feet by 165.61 feet, 1.064 acres

8. Present zoning classification: C-3

9. Present Land Use Map designation: 12

10. Date subject property acquired: 1978

11. Existing structures and improvements on subject property:
no structures - vacant land

12. Proposed structures and improvements will be:
building new home for my daughter → Teresa Wescott Lawrence

13. I/We believe this application should be granted because (include in your statement sufficient reasons in law and fact to sustain your position.) (If this request is for a determination of Vested Rights/Appeal Determination, applicants are advised to review the procedural and substantive requirements of Pinellas County Ordinances 89-32 and 89-69) (Attach a separate sheet if necessary).

This property has no access road to Ulmerton Rd to warrant maintaining its commercial status. It is in a residential neighborhood and is included in my 2 acre property I have lived on for 48 years. A home for my daughter to be near me in order to assist me in my daily activities.

14. Has any previous application relating to zoning or land use on this property been filed within the last year?
Yes ☒ No When? In whose name?

Briefly state the nature and outcome of the hearing:



15. Does applicant own any property contiguous to subject property? ☒ Yes ☐ No

If so, give complete legal description of contiguous property:

see attached sheet

* Lot 11 in SE 1/4 section 1, township 30 S Range 15 East,
Pinellas Groves

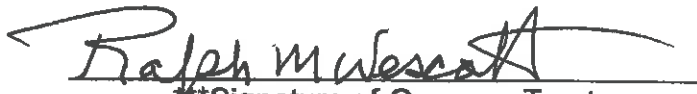
16. The following data and exhibits must be submitted with this application and they become a permanent part of the public records:

- a) Plat, if it will have particular bearing on the subject application.
- b) Certification of Ownership: submit a certificate of a duly licensed title or abstract company, or a licensed attorney-at-law, showing that each applicant is the present title holder of record.
(*Warranty deeds, title insurance documents, tax receipts, etc. are not acceptable as proof of ownership.*)
- c) Preliminary site plan will be required for conditional use applications only (as specified in the Zoning Ordinance, Section 605.301 - see attached).



CERTIFICATION OF OWNERSHIP

I hereby certify that I have read and understand the contents of this application, and that this application together with all supplemental data and information is a true representation of the facts concerning this request, that this application is made with my approval, as owners and applicant, as evidenced by my signature appearing below. It is hereby acknowledged that the filing of this application does not constitute automatic approval of the request and further that if the request is approved, I will obtain all necessary permits and comply with all applicable orders, codes, conditions and rules and regulations pertaining to the use of the subject property, while under my ownership. I am aware that attendance by me or my authorized representative at all public hearings relative to this request is required and that failure to attend may result in a denial of the request. It shall be my responsibility to determine time and location of all hearings.


**Signature of Owner or Trustee

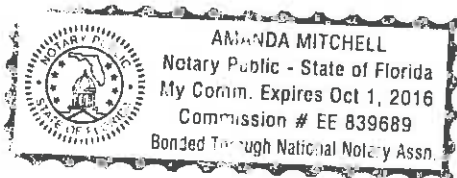
Date: 7-8-15

STATE OF FLORIDA, COUNTY OF PINELLAS

Before me this 8 day of July, 2015

personally appeared Ralph M. Wescott
who, being duly sworn, deposes and says that the above is a true and correct certification.


(signature) NOTARY PUBLIC



(seal)

***Applications which are filed by corporations must bear the seal of the corporation over the signature of an officer authorized act on behalf o the corporation (Please note question #3).



CERTIFIED TO:
RALPH M. WESCOTT

PARCEL ID: 01-30-15-70416-400-0827

A BOUNDARY SURVEY OF:

(OFFICIAL RECORDS BOOK 9376, PAGES 281-282)

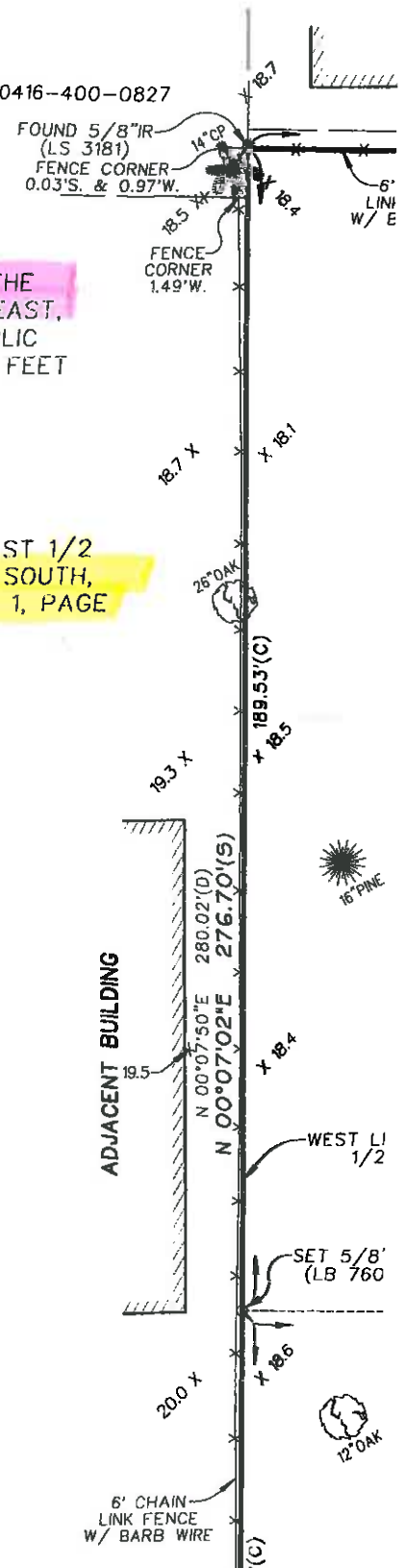
THE NORTH 250.0 FEET OF THE SOUTHWEST 1/4 OF LOT 11, IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS GROVES, AS RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THE NORTH 30.0 FEET FOR ROAD RIGHT-OF-WAY.

TOGETHER WITH:

(OFFICIAL RECORDS BOOK 8724, PAGE 406)

THE SOUTH 279.98 FEET OF THE NORTH 914.38 FEET OF THE EAST 1/2 OF LOT 10, IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS GROVES, AS RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

PARCEL ID: 01-30-15-70416-400-1004



Mr. Ralph M. Wescott
3550 135th PI
Largo, FL 33771-3904





Mr. Ralph M. Wescott
3550 135th Pl
Largo, FL 33771-3904

OLD REPUBLIC

National Title Insurance Company

1410 N. Westshore Blvd. Ste. 800

Tampa, FL 33607

Phone: 813-228-0555

Fax: 866-596-8764

OWNER & ENCUMBRANCE SEARCH REPORT

Agent File No.: 2015300

File No: 15072680

PINELLAS PARK TITLE
6075 PARK BLVD STE B
PINELLAS PARK, FL 33781
Phone: 727-541-7716

ATTN: EVELYN

THIS TITLE SEARCH IS AN OWNERSHIP AND ENCUMBRANCE SEARCH ONLY AND DOES NOT REFLECT TITLE DEFECTS OR OTHER MATTERS THAT WOULD BE SHOWN BY TITLE INSURANCE.

Legal Description:

PARCEL I:

The North 250.0 feet of the SW $\frac{1}{4}$ of Lot 11, in the SE $\frac{1}{4}$ of Section 1, Township 30 South, Range 15 East, PINELLAS GROVES, as recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, Less the North 30.0 feet for road right-of-way.

PARCEL II:

That portion of the East $\frac{1}{2}$ of Lot 10, of PINELLAS GROVES, in the SE $\frac{1}{4}$ of Section 1, Township 30 South, Range 15 East, as recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, lying Southerly of the South boundary line of the following described lands:

That portion of the East $\frac{1}{2}$ of Lot 10 of PINELLAS GROVES, in the SE $\frac{1}{4}$ of Section 1, Township 30 South, Range 15 East, as recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, being more particularly described as follows:

From the Southeast corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 30 South, Range 15 East, run N 0°19'04" E along the East boundary of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section, 72.01

feet; thence run N 88°49'10" W, 329.97 feet to the Southeast corner of said Lot 10; thence run N 0°11'30" E along the East boundary of said Lot 10, 625.66 feet to the Point of Beginning. Thence continue N 0°11'30" E, 106.27 feet, thence run N 88°53'26" W, 165.84 feet to an intersection with the West boundary of the East ½ of said Lot 10; thence run S 0°07'40" W along said West boundary 106.27 feet; thence run S 88°53'26" E, 165.73 feet to the Point of Beginning, AND lying Northerly of the North boundary line of the following described lands:

A survey of that portion of the East ½ of Lot 10 of PINELLAS GROVES, in the SE ¼ of Section 1, Township 30 South, Range 15 East, as recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, being more particularly described as follows:

From the Southeast corner of the SW ¼ of the SE ¼ of Section 1, Township 30 South, Range 15 East, run N 0°19'04" E along the East boundary of the SW ¼ of the SE ¼ of said Section, 72.01 feet; thence run N 88°49'10" W, 329.97 feet to the Southeast corner of said Lot 10 for a Point of Beginning. Thence run N 0°11'30" E along the East boundary of said Lot 10, 345.62 feet; thence run N 88°53'26" W, 165.43 feet to an intersection with the West boundary of the East ½ of said Lot 10; thence run S 0°07'49" W along said West boundary, 345.42 feet to the Southwest corner of the East ½ of said Lot 10; thence run S 88°49'10" E along the North right-of-way line of S.R. 688, 165.06 feet to the Point of Beginning.

Last Record Title Holder:

RALPH M. WESCOTT, as to a life estate interest, and RALPH M. WESCOTT, Trustee UTD June 23, 1990, as to a remainder interest

Documents of Record (copies attached):

Quit-Claim Deed recorded in O.R. Book 9376, Page 281.

Quit-Claim Deed recorded in O.R. Book 8724, Page 406.

Quit-Claim Deed recorded in O.R. Book 5394, Page 2112

Quit-Claim Deed recorded in O.R. Book 5394, Page 2110.

Warranty Deed recorded in O.R. Book 4691, Page 1014.

Warranty Deed recorded in O.R. Book 2371, Page 536.

Mortgage recorded in O.R. Book 16961, Page 2480.

Trustee Affidavit recorded in O.R. Book 15115, Page 993.

Affidavit of Scrivener's Error recorded in O.R. Book 18575, Page 1362.

NOTE: All recording references in this O&E Report shall refer to the Public Records of

Pinellas County, unless otherwise noted.

Period Searched:

From April 20, 1966 to June 30, 2015 @ 8:00 AM.

Tax Information:

Tax ID Number: 01/30/15/70416/400/1101

2014 Taxes are Paid

Back Taxes: NONE

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has not searched for, nor do we assume any liability as to any, restrictions, easements, reservations, conditions, or limitations of record, further this report does not cover any improvement or special assessments by any county or municipal governmental agency.

NOTE: The limit of liability under this certificate for the information furnished herein or for any reason whatsoever, whether based on contract or negligence, shall not exceed \$1,000 and shall be confined to the applicant to whom the certificate is addressed.

Date: July 14, 2015


Authorized Signatory

Diane Nelson, CFC, Pinellas County Tax Collector

P.O. Box 4005, Seminole, FL 33775-4005

(727) 464-7777 | www.taxcollect.com

2014 REAL ESTATE TAX
*Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments*Pay online at www.taxcollect.com

• E-check - no fee • Credit card - 2.95% convenience fee

If Postmarked By	Dec 31, 2014
Pay this Amount	\$4,702.35

ACCOUNT NUMBER	ESCROW CODE	MILLAGE CODE
R6039		LTF

WESCOTT, RALPH M
3550 135TH PL
LARGO, FL 33771-3904PARCEL NO.: 01/30/15/70416/400/1101
SITE ADDRESS: 3550 135TH PL, LARGO
PLAT: 001 PAGE: 055
LEGAL:
PINELLAS GROVES
SE 1/4, PT OF LOTS 10 & 11
DESC FROM SE SEC COR TH
SEE ADDITIONAL LEGAL ON TAX ROLL**AD VALOREM TAXES**

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
GENERAL FUND	5.2755	249,020	50,000	199,020	1,049.93
HEALTH DEPARTMENT	0.0622	249,020	50,000	199,020	12.38
EMS	0.9158	249,020	50,000	199,020	182.26
LARGO FIRE	3.5609	249,020	50,000	199,020	708.69
SCHOOL-STATE LAW	5.0930	249,020	25,000	224,020	1,140.93
SCHOOL-LOCAL BD.	2.7480	249,020	25,000	224,020	615.61
MSTU	2.0857	249,020	50,000	199,020	415.10
LIBRARY SERVICE	0.5000	249,020	50,000	199,020	99.51
SW FLA WTR MGMT.	0.3658	249,020	50,000	199,020	72.80
PINELLAS COUNTY PLN.CNCL.	0.0160	249,020	50,000	199,020	3.18
JUVENILE WELFARE BOARD	0.8981	249,020	50,000	199,020	178.74
SUNCOAST TRANSIT AUTHORITY	0.7305	249,020	50,000	199,020	145.38

TOTAL MILLAGE 22.2515

GROSS AD VALOREM TAXES

\$4,624.51

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT
UNINCORPORATED SURFACE WATER	266.80
CORAL HEIGHTS STREET LIGHTING	6.97
GROSS NON-AD VALOREM ASSESSMENTS	\$273.77

TAXES BECOME DELINQUENT APRIL 1ST

COMBINED GROSS TAXES AND ASSESSMENTS

\$4,898.28

PLEASE RETAIN TOP PORTION FOR YOUR RECORDS

Diane Nelson, CFC, Pinellas County Tax Collector

Pay in U.S. funds to Diane Nelson, Tax Collector

P.O. Box 4005, Seminole, FL 33775-4005

(727) 464-7777 | www.taxcollect.com

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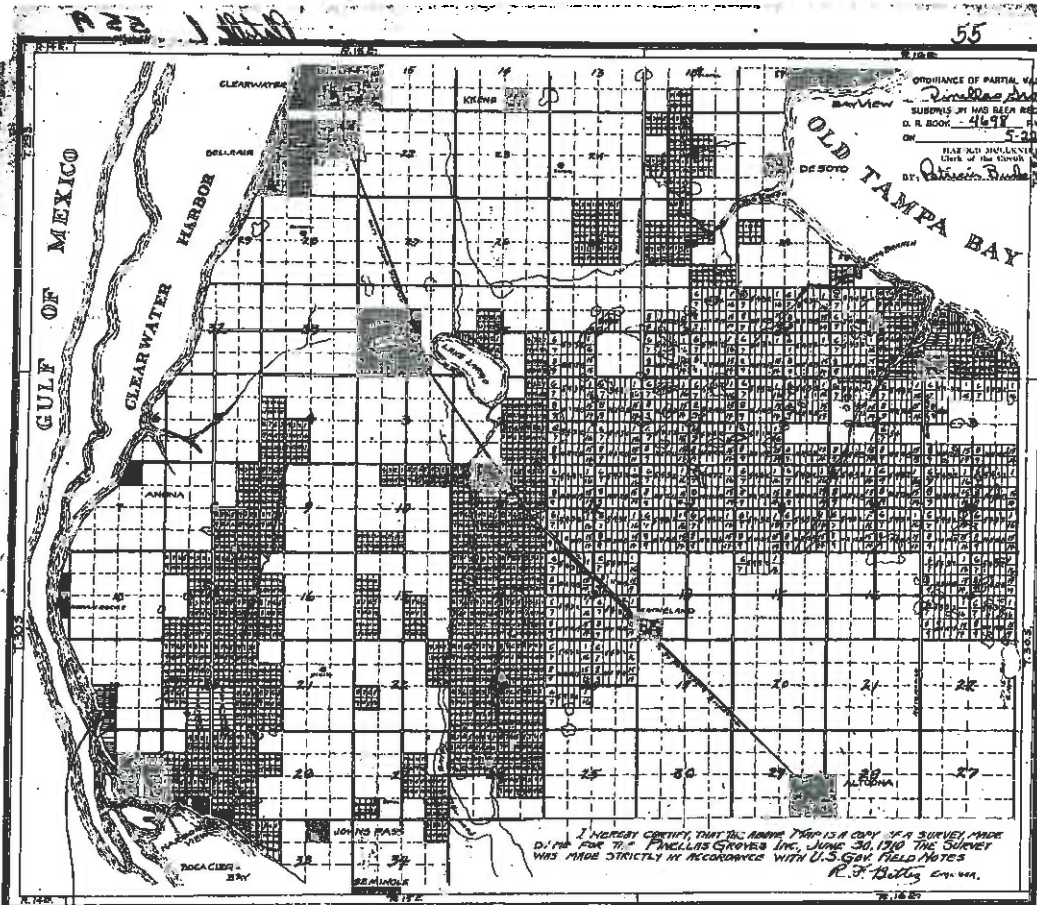
If Postmarked By	Dec 31, 2014
Pay this Amount	\$4,702.35

ACCOUNT NUMBER	ESCROW CODE	MILLAGE CODE
R6039		LTF

WESCOTT, RALPH M
3550 135TH PL
LARGO, FL 33771-3904PARCEL NO.: 01/30/15/70416/400/1101
SITE ADDRESS: 3550 135TH PL, LARGO
PLAT: 001 PAGE: 055
LEGAL:
PINELLAS GROVES
SE 1/4, PT OF LOTS 10 & 11
DESC FROM SE SEC COR TH
SEE ADDITIONAL LEGAL ON TAX ROLL

Duplicate N/A 07/13/2015

Paid 12/01/2014 Receipt # 431-14-TAX-000074 \$4,702.35



ORDINANCE OF PARTIAL VACATION OF
Pinellas Shores
 SUBDIVISION HAS BEEN RECORDED IN
 O. R. BOOK 4637 PAGE 1327
 ON July 6 1971
 BY Virginia Buck
 Clerk of the Circuit Court

RESOLUTION OF PARTIAL VACATION OF
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Pinellas Shores
 349 571
 June 2 57
Virginia Buck

Pinellas Shores
 349 571
 October 2 58
Virginia Buck

Pinellas Shores
 349 571
 July 11 60
Virginia Buck

Pinellas Shores
 349 571
 August 7 60
Virginia Buck

Pinellas Shores
 349 571
 August 16 60
Virginia Buck

Pinellas Shores
 349 571
 August 17 60
Virginia Buck

Pinellas Shores
 349 571
 August 17 60
Virginia Buck

FILED IN PINELLAS COUNTY
 JUNE 30, 1971
 BY Virginia Buck
 Clerk of the Circuit Court

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 Clerk of the Circuit Court

INST # 96-166162
JUN 17, 1996 4:47PM

PINELLAS COUNTY FLA.
OFF.REC.BK 9376 PG 281

Consideration: \$10.00
PREPARED BY AND RETURN TO:
SUE ROBINSON
FIRST AMERICAN TITLE INSURANCE CO.
11240 PARK BLVD.
SEMINOLE, FLORIDA 34642
Our file no. 86419-12-6

3062809 RM 06-17-1996 16:02:30
J1 RALPH WESCOTT/WESCOTT TRUSTE
RECORDING 1 \$10.50
DOC STAMP - 00219 3 \$6.75

TOTAL: \$11.25
CHECK AMT. TENDERED: \$11.25
CHANGE: \$0.00

Rec 10.50
70
DIS 11.20

QUIT CLAIM DEED

The name of each person who executed, witnessed, or notarized this document must legibly be printed, typewritten or stamped immediately beneath the signature of each person.

THIS QUIT CLAIM DEED made this 3rd day of June, 1996,
BETWEEN

RALPH M. WESCOTT, UNMARRIED

whose mailing address is: 3550 135TH PLACE NORTH, LARGO, FLORIDA 34641,
party of the first part to

RALPH M. WESCOTT, *TRUSTEE UTD JUNE 23, 1990

*The Trustee is hereby granted full power and authority to protect, conserve and to sell, or to
Grantees' SSN: lease, or to encumber, or otherwise to manage and dispose of the

real property described herein, pursuant to F.S. 689.071.

whose mailing address is: 3550 135TH PLACE NORTH, LARGO, FLORIDA 34641
party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of
\$10.00 in hand paid by the said party of the second part, the receipt whereof is hereby
acknowledged, has remised, released and quit claim unto the said party of the second part
all the right, title, interest claim and demand which the said party of the first part
has in and to the following described land, situate in the County of Pinellas, State of
Florida, to wit:

The North 250.0 feet of the Southwest 1/4 of Lot 11, in the Southeast 1/4
of Section 1, Township 30 South, Range 15 East, Pinellas Groves, as
recorded in Plat Book 1, Page 55, Public Records of Pinellas County,
Florida, Less the North 30.0 feet for road right-of-way.

SUBJECT to covenants, restrictions, easements of record and taxes for the
current year.

This deed is given for the purposes of transferring property to the
Grantor's Revocable Trust Agreement.

First party reserves unto himself a lifeestate in and to the above described
property. It is his intention to deed only the remainder interest after his
life estate.

Parcel Identification Number: 01/30/15/70416/400/1101

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances
thereunto belonging or in anywise appertaining, and all the estate, right title,
interest and claim whatsoever of the said party of the first part, either in law or
equity, to the only proper use, benefit and behoof of the said party of the second
part.

J1 RECORDING
RMC 10.50
DS 70
INT
CEN
MCH
PAC
REV
TOTAL 11.20

70
J1 RECORDING
RMC 10.50
DS 70
INT
CEN
MCH
PAC
REV
TOTAL 11.20

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Witness:

Sue Robinson

WITNESS SIGNATURE

Sue Robinson

TYPE OR PRINT WITNESS NAME

Soyce Claus

WITNESS SIGNATURE

Soyce Claus

TYPE OR PRINT WITNESS NAME

Ralph M. Wescott

RALPH M. WESCOTT

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 5 day of June, 1996 by

RALPH M. WESCOTT

who is personally known to me or who has produced Personally as identification
and who did take an oath.

Known
(Print type of ID card used
e.g., "Florida driver's license")

[Signature]

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

TYPE OR PRINT NAME OF OFFICER TAKING ACKNOWLEDGMENT

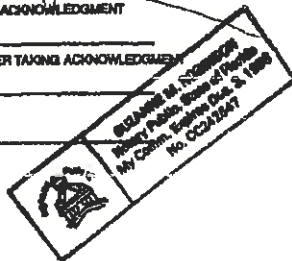
NOTARY PUBLIC

TITLE OR RANK

SERIAL NUMBER, IF ANY

notary expiration

notary seal



INST # 94-199876
JLY 12, 1994 3:38PM

PINELLAS COUNTY FLA.
OFF.REC.BK 8724 PG 406

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 8th day of July, 1994 by first party, RALPH M. WESCOTT, a single man, whose post office address is 3550 135th Place, Largo, Florida 34641-3904, to second party, RALPH M. WESCOTT, *Trustee UTD June 23, 1990, whose post office address is 3550 135th Place, Largo, Florida 34641-3904.

* The Trustee is hereby granted full power and authority to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described herein, pursuant to P.S. 689.071.

WITNESSETH, That the said first party, for good consideration and for the sum of TEN (\$10.00) DOLLARS paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all right, title interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Pinellas, State of Florida to wit:

HOELDTKE HEIGHTS, Block 2, Lot 16, according to the plat thereof recorded in Plat Book 31, Page 41, Public Records of Pinellas County, Florida.

Parcel Number 34/30/16/40230/002/0160

PINELLAS GROVES

S.E. 1/4, Lot 12, less road right of way on South; and S.E. 1/4, Lot 13, less road; and S.E. 1/4, S. 279.98' of N. 914.38' of E. 1/2 of Lot 10; according to plat thereof as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida.

Parcel Numbers 10/30/16/71010/400/1200
10/30/16/71010/400/1300
01/30/15/70416/400/1008

CORAL HEIGHTS SUBDIVISION, Block N, Lot 4, according to the plat thereof as recorded in Plat Book 31, Pages 71 through 73, Public records of Pinellas County, Florida.

Parcel Number 01/30/15/18126/014/0040

Legal description provided by party of the first part and attorney not responsible for the accuracy thereof. No title search or warranty as to merchantability made by the attorney.

THIS INSTRUMENT PREPARED BY AND RETURN TO:
GEORGE J. SCHRIEPER, ESQUIRE
6075 Park Boulevard
Pinellas Park, FL 34663

66057894 JAR 07-12-94 14:52:28
01 WED-WESCOTT

RECORDING	1	\$10.50
DOC STAMP COLLECT-ME219	3	\$0.70
TOTAL:		\$11.20
CHECK AMT. TENDERED:		\$11.20
CHANGE:		\$0.00

70
County Tax Pd \$
Deputy Clerk
Hester F. DeBour, Clerk, Pinellas County
By: [Signature]

10.50
70
11.20

This deed is given for the purpose of
transferring property to the Grantor's
Revocable Trust Agreement.

Grantee's Social Security No. 263-50-4882

IT WITNESS WHEREOF, The said first party has signed and sealed
these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Janice M. Schriefer
PRINT NAME: JANICE M. SCHRIEFER

Ralph M. Wescott
RALPH M. WESCOTT

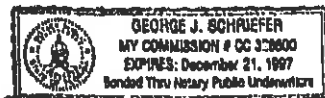
George J. Schriefer
PRINT NAME: GEORGE J. SCHRIEFER

STATE OF FLORIDA
COUNTY OF PINELLAS SS.

July 8, 1994

Then personally appeared RALPH M. WESCOTT to me known to be
the person described in and who executed the foregoing instrument
and he acknowledged before me that he executed the same.

☒ Personally known to me
☐ Produced Florida Drivers License
☐ Produced Florida Identification Card
☐ Other: _____



George J. Schriefer
Notary Public, State of Florida

HAMCO FORM 8

This Quit-Claim Deed, Executed this 30th day of August A. D. 1982, by

SUSAN H. WESCOTT, a single person

first party, to

RALPH M. WESCOTT, a single person

whose postoffice address is

3550 - 135th Place North

second party: Largo, Florida 33540

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$10.00 EOG&VC in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Pinellas State of Florida, to-wit:

3505 Ulmerton Road, Largo, Florida

SE $\frac{1}{4}$, S 625.6 feet of E $\frac{1}{2}$ of Lot 10, PINELLAS GROVES, according to map or plat thereof as recorded in Plat Book 001, Page 055, Public Records of Pinellas County, Florida.

01 C. 11. 11. 11.
42 Pre 5.00
41 DS 45
43 Int
Tot 5.45
DH

PURSUANT TO FINAL JUDGMENT OF DISSOLUTION.

Documentation Tax Pd. \$5
Tax Pd.
Clerk

PINELLAS COUNTY, FLORIDA
Karlson F. DeBlasio
CLERK CIRCUIT COURT
AUG 31 12 08 PM '82

To Have and to Hold the same together with all and singular the appurtenances therunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

H. Michael Evans

Susan H. Wescott

Linda Skiger

STATE OF FLORIDA,
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared SUSAN H. WESCOTT, a single person

to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of August A. D. 19 82

Ralph J. Higgins
NOTARY PUBLIC
My Commission Expires:

Wayne Smith

Notary Public, State of Florida at Largo
My Commission Expires March 23, 1985.

This Instrument prepared by:

Address

Return
Mosley and Evans
501 S. Ft. Harrison Avenue
Clearwater, Fla. 33516

82131563

RAMCO FORM B

D.R. 5394 PAGE 2110

This Quit-Claim Deed, Executed this 30th day of August A. D. 1982, by
SUSAN H. WESCOTT, a single person

first party, to
RALPH M. WESCOTT, a single person

whose postoffice address is

3550 - 135th Place North 33540
Largo, Florida

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00 & 00/100, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Pinellas State of Florida, to-wit:

3550 - 135th Place North, Largo, Florida

SE 1/4, N 250 feet of Lot 11 of W 1/4 of S 1/4 less N 30 feet of right of way, PINELLAS GROVES, according to map or plat thereof as recorded in Plat Book 001, Page 055, Public Records of Pinellas County, Florida.

PURSUANT TO FINAL JUDGMENT OF DISSOLUTION.

Chg
5.00
5.45
5.45
5.45

5.45
5.45
5.45
5.45

Aug 31 12 08 PM '82
CLERK CIRCUIT COURT
Pinellas County, Florida

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

W. Michael Evans

Susan H. Wescott

Linda Skiger

STATE OF FLORIDA,
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared SUSAN H. WESCOTT, a single person

to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 30th day of August A. D. 1982.

NOTARY PUBLIC
My Commission Expires

Wayne Smith

Notary Public, State of Florida at Large
My Commission Expires March 23, 1983

This instrument prepared by:

Address

Return Mosley and Evans
501 S. Ft. Harrison Avenue
Clearwater, Fla. 33516

40 Res 4.00 R
41 St
42 Sur
43 Int
44 Tot

78068732

CLERK CIRCUIT COURT

Max 4 6 49 PM '78

O.R. 4691 PAGE 1014

THIS WARRANTY DEED, Made this 18th day of April A. D. 1978.

between JOHN F. PHELPS and CAROL ANN PHELPS, his wife

of the County of Baldwin in the State of Alabama hereinafter

called the Grantor, and RALPH M. WESCOTT and SUSAN WESCOTT, his wife

whose mailing address is: 3550 - 135th Place, No Largo, Florida 33540

hereinafter called the Grantee.

WITNESSETH, That the said Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations to said Grantor in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, and sold unto the said Grantee, and Grantee's heirs, or successors, and assigns forever, all that certain parcel of land in the County of Pinellas and State of Florida, to wit:

THE EAST 1/2 OF LOT 10, in PINELLAS GROVES, in the Southeast 1/4 of SECTION 1, TOWNSHIP 30 SOUTH, RANGE 15 EAST, LESS that part lying within 72 feet of a survey line of State Road 688, according to Plat Book 1, page 55, public records of Pinellas County, Florida.

Subject to mortgage to Helen M. Longshore dated July 8, 1968 and filed July 16, 1968 in O. R. Book 2871, page 43, as Clerk's Instrument No. 68060229, public records of Pinellas County, Florida, which mortgage grantee herein assumes and agrees to pay.

Subject to Pinellas County Assessment in the original principal sum of \$7,980.84 recorded in O. R. Book 4613, page 1551, as Clerk's Instrument No. 77165706, which assessment grantee herein assumes and agrees to pay.

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except taxes for year 1978 and subsequent ("Grantor" and "Grantee" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.)

Signed, Sealed and Delivered in Our Presence:

(Wit.) Juanita Shrive
(Wit.) Brigitte Morris
(Wit.) _____
(Wit.) _____

(Seal) John F. Phelps
(Seal) Carol Ann Phelps
(Seal) _____

State of ~~FLORIDA~~ Alabama

County of ~~Pinellas~~ Baldwin

HOLD FOR
PIONEER NATIONAL TITLE INSURANCE COMPANY
WEST COAST TITLE OFFICE

I HEREBY CERTIFY, That on this 18th day of

April A. D., 1978 before me, an officer duly authorized in the State and County aforesaid to

take acknowledgements, personally appeared

JOHN F. PHELPS and CAROL ANN PHELPS,

his wife

to me known to be the person described in and who executed the foregoing conveyance and acknowledged before me that he executed the same.

WITNESS My signature and official seal in the County and State last aforesaid.

Juanita B. Bracken
Notary Public

My Commission Expires: MY COMMISSION EXPIRES OCTOBER 20, 1981

This instrument was prepared by:

This instrument was prepared by
JUANITA SHRIVE of
Pioneer National Title Insurance Company
P. O. Box 25
St. Petersburg, Fla. 33731
In connection with the issuance
of a title insurance policy

(Affix Notary Seal above)

ALRACD
SV773316
040009
FLORIDA
DOJINENTARY
SUR TAX
86.90

ALRACD
SV773316
032839

STATE OF FLORIDA
DOCUMENTARY
STAMP TAX
270.00

#2, and

66 34631

0.8 2371 ME 536

WARRANTY DEED
DEED'S FORM NO. 1 REV. 1Manufactured and for sale by The F. & W. S. Drew Company
Jacksonville, Florida

This Warranty Deed Made the 11th day of April A. D. 19 66 by
CHARLES E. PATTERSON and AUDREE L. PATTERSON his wife

hereinafter called the grantor, to RALPH M. WESTCOTT and SUSAN H.
WESTCOTT, his wife, as estate by entirety,

whose postoffice address is Route 1, Box 730C, Clearwater, Florida
hereinafter called the grantees:

(Wherever and herein the terms "grantor" and "grantee" include all the parties to this instrument and
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliena, re-
leases, conveys and confirms unto the grantees, all that certain land situate in Pinellas
County, Florida, viz:

The North 250 feet of the SW-1/4 of Lot 11,
in the SE1/4 of Section 1, Township 30 S.,
Range 15 E., according to map or plat thereof
recorded in Plat Book 1, page 55, of PINELLAS
GROVES, public records of Pinellas County, Florida.

PINELLAS
COUNTY

RECORDED
PINELLAS CO. FLORIDA
MAR 20 9 30 AM '66
MAR 20 9 30 AM '66

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-
wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land
in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the
grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of
all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent
to December 31, 19 65.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year
first above written.

Signed, sealed and delivered in our presence:

Ruby M. Andrews
Sylvia S. Eggleston

Charles E. Patterson
Audree L. Patterson

STATE OF Florida
COUNTY OF Pinellas

SPACE BELOW FOR RECORDERS USE

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

Charles E. Patterson and Audree L. Patterson,
husband and wife,

to me known to be the persons described in and who executed the
 foregoing instrument and they acknowledged before me that they
 executed the same.

WITNESS my hand and official seal in the County and
State last aforesaid this 11th day of

April

A. D. 19 66.

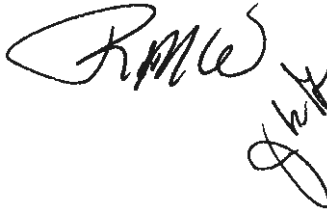
Ruby M. Andrews
Notary Public, Comm. exp. 11-15-67

RECORDATION REQUESTED BY:

First Community Bank of America
Mid-City Office
9001 Belcher Road
Pinellas Park, FL 33781

WHEN RECORDED MAIL TO:

First Community Bank of America
Mid-City Office
9001 Belcher Road
Pinellas Park, FL 33781



This Mortgage prepared by:

Name: Cindy Uphold, Sr. Loan Administrator
Company: First Community Bank of America
Address: 9001 Belcher Road, Pinellas Park, FL 33781

MORTGAGE

FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$150,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated June 23, 2010, is made and executed between RALPH M. WESCOTT, Trustee of THE WESCOTT LIVING TRUST under the provisions of a trust agreement dated June 23, 1990 and RALPH M. WESCOTT, an unmarried man, individually, as to a life estate, whose address is 3550 135TH PLACE, LARGO, FL 33771 (referred to below as "Grantor") and First Community Bank of America, whose address is 9001 Belcher Road, Pinellas Park, FL 33781 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in PINELLAS County, State of Florida:

See EXHIBIT "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 3550 135TH PLACE, LARGO, FL 33771. The Real Property tax identification number is 01-30-15-70416-400-1101.

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of credit under which, upon request by Grantor, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. Such future advances, together with interest thereon, are secured by this Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$150,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until Grantor's interest in any or all of the Property is foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property

**MORTGAGE
(Continued)**

Loan No: 119192

Page 2

with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Subsequent Liens. Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

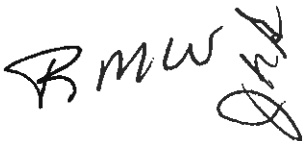
Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the maximum amount of Grantor's credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender.



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**MORTGAGE
(Continued)**

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under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, (C) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation with an account number of 86744 to FIRST COMMUNITY BANK OF AMERICA described as: 1ST MORTGAGE. The existing obligation has a current principal balance of approximately \$14,299.86 and is in the original principal amount of \$153,023.46. The obligation has the following payment terms: \$1,628.84 per Month. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such Indebtedness, any default under the instruments evidencing such Indebtedness, or any default under any security documents for such Indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing

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statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addressee. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Credit Agreement, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Grantor will be in default under this Mortgage if any of the following happen: (A) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (B) Grantor does not meet the repayment terms of the Credit Agreement. (C) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any person may

**MORTGAGE
(Continued)**

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change his or her address for notices under this Mortgage by giving written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Florida.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Pinellas County, State of Florida.

Joint and Several Liability. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means RALPH M. WESCOTT, Individually and RALPH M. WESCOTT, Trustee of THE WESCOTT LIVING TRUST under the provisions of a trust agreement dated June 23, 1990 and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated June 23, 2010, with credit limit of \$150,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Credit Agreement is June 23, 2025.

NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means RALPH M. WESCOTT, Individually and RALPH M. WESCOTT, Trustee of THE WESCOTT LIVING TRUST under the provisions of a trust agreement dated June 23, 1990.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means First Community Bank of America, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

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(Continued)**

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Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.**WAIVER OF FUTURE ADVANCES UNDER PRIOR MORTGAGE.** Grantor hereby agrees that the principal indebtedness secured by any mortgages or security agreements which are senior to the lien of this Mortgage shall not exceed the amount which upon the date of the execution of this Mortgage has actually been advanced and is secured by each such prior mortgage and security agreement. As principal indebtedness of such prior mortgages or security agreements is reduced, the maximum amount that may be secured thereby shall also be reduced to the then outstanding principal balance(s). Grantor hereby waives the right to receive any additional or future advances under any such prior mortgages or security agreements. This paragraph shall constitute the notice required by Florida Statutes Section 697.04(b).**EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE. AND EACH GRANTOR AGREES TO ITS TERMS.**

GRANTOR:

X Ralph M. Wescott
RALPH M. WESCOTT, IndividuallyX Ralph M. Wescott
RALPH M. WESCOTT, Trustee of THE WESCOTT LIVING TRUST under the provisions of a Trust Agreement dated June 23, 1990WITNESSES:
X [Signature]
X [Signature]**INDIVIDUAL ACKNOWLEDGMENT**STATE OF FloridaCOUNTY OF Pinellas

) SS

The foregoing instrument was acknowledged before me this 23 day of June, 20 10
by RALPH M. WESCOTT, who is personally known to me or who has produced FL Drivers License as identification.JANUARY L. FINCHER
MY COMMISSION # DD 797373
EXPIRES: June 12, 2012
Bonded Three Budget Notary ServicesJanuary L. Fincher
(Signature of Person Taking Acknowledgment)
January L. Fincher
(Name of Acknowledger Typed, Printed or Stamped)
Asst. Branch manager
(Title or Rank)
DD 797373
(Serial Number, if any)

MORTGAGE
(Continued)

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TRUST ACKNOWLEDGMENT

STATE OF FloridaCOUNTY OF Pinellas

) SS

The foregoing instrument was acknowledged before me this 23 day of June, 2010
by RALPH M. WESCOTT, Trustee of THE WESCOTT LIVING TRUST, a Florida trust, on behalf of the trust. He or she is personally known
to me or has produced FL Drivers License as identification.



JANUARY L. FINCHER
MY COMMISSION # DD 797373
EXPIRES: June 12, 2012
Bonded Third Degree Notary Public

January L. Fincher
(Signature of Person Taking Acknowledgment)January L. Fincher
(Name of Acknowledger Typed, Printed or Stamped)Asst. Branch Manager
(Title or Rank)DD 797373
(Serial Number, if any)

Exhibit "A"

PARCEL I:

The North 250.0 feet of the Southwest ¼ of Lot 11, in the Southeast ¼ of Section 1, Township 30 South, Range 15 East, PINELLAS GROVES, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, Less the North 30.0 feet for road right-of-way.

PARCEL II:

That portion of the East ½ of Lot 10, of PINELLAS GROVES, in the Southeast ¼ of Section 1, Township 30 South, Range 15 East, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, lying Southerly of the south boundary line of the following described lands:

That portion of the East ½ of Lot 10 of PINELLAS GROVES, in the Southeast ¼ of Section 1, Township 30 South, Range 15 East, as recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, being more particularly described as follows:

From the Southeast corner of the Southwest ¼ of the Southeast ¼ of Section 1, Township 30 South, Range 15 East, run North 0 deg. 19'04" East along the East boundary of the Southwest ¼ of the Southeast ¼ of said Section, 72.01 feet; thence run North 88 deg. 49'10" West, 329.97 feet to the Southeast corner of said Lot 10; thence run North 0 deg. 11'30" East along the East boundary of said Lot 10, 625.66 feet to the Point of Beginning. Thence continue North 0 deg. 11'30" East, 106.27 feet, thence run North 88 deg. 53'26" West, 165.84 feet to an intersection with the West boundary of the East ½ of said Lot 10; thence run South 0 deg. 07'40" West along said West Boundary 106.27 feet; thence run South 88 deg. 53'26" East, 165.73 feet to the Point of Beginning, AND lying Northerly of the north boundary line of the following described lands:

A survey of that portion of the East ½ of Lot 10 of PINELLAS GROVES, in the Southeast ¼ of Section 1, Township 30 South, Range 15 East, as recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, being more particularly described as follows:

From the Southeast corner of the Southwest ¼ of the Southeast ¼ of Section 1, Township 30 South, Range 15 East, run North 0 deg. 19'04" East along the East boundary of the Southwest ¼ of the Southeast ¼ of said Section, 72.01 feet; thence run North 88 deg. 49'10" West, 329.97 feet to the Southeast corner of said Lot 10 for a Point of Beginning. Thence run North 0 deg. 11'30" East along the East boundary of said Lot 10, 345.62 feet; thence run North 88 deg. 53'26" West, 165.43 feet to an intersection with the West boundary of the East ½ of said Lot 10; thence run South 0 deg. 07'49" West along said West boundary, 345.42 feet to the Southwest corner of the East ½ of said Lot 10; thence run South 88 deg. 49'10" East along the North right-of-way line of S.R. 688, 165.06 feet to the Point of Beginning.



This Instrument Prepared by and Return to:

Sue M Robinson
Buyers & Sellers Pro Title Company, LLC
5200 Seminole Boulevard, Suite D
St. Petersburg, Florida 33778
as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel Identification (Folio) Number(s):
01/30/15/70416/400/0010

Rec 18.50

TRUSTEE AFFIDAVIT

File No.: 675000001

STATE OF FLORIDA
COUNTY OF Pinellas

Before me, the undersigned, authority, duly commissioned by the laws of Florida, on the 30th day of March, 2006 personally appeared Ralph M. Wescott,

who having been first duly sworn deposes and says:

1. Affiant is the Trustee of the Wescott Trust dated June 23, 1990 as evidenced by page 1 of the Trust (attached).

2. The following property is included in the Trust:

PARCEL I:

The North 250.0 feet of the Southwest ¼ of Lot 11, in the Southeast ¼ of Section 1, Township 30 South, Range 15 East, PINELLAS GROVES, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, Less the North 30.0 feet for road right-of-way.

PARCEL II:

That portion of the East ½ of Lot 10, of PINELLAS GROVES, in the Southeast ¼ of Section 1, Township 30 South, Range 15 East, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, lying Southerly of the south boundary line of the following described lands:

That portion of the East ½ of Lot 10 of PINELLAS GROVES, in the Southeast ¼ of Section 1, Township 30 South, Range 15 East, as recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, being more particularly described as follows:

From the Southeast corner of the Southwest ¼ of the Southeast ¼ of Section 1, Township 30 South, Range 15 East, run North 0 deg. 19'04" East along the East boundary of the Southwest ¼ of the Southeast ¼ of said Section, 72.01 feet; thence run North 88 deg. 49'10" West, 329.97 feet to the Southeast corner of said Lot 10; thence run North 0 deg. 11'30" East along the East boundary of said Lot 10, 625.66 feet to the Point of Beginning. Thence continue North 0 deg. 11'30" East, 106.27 feet, thence run North 88 deg. 53'26" West, 165.84 feet to an intersection with the West boundary of the East ½ of said Lot 10; thence run South 0 deg. 07'40" West along said West Boundary 106.27 feet; thence run South 88 deg. 53'26" East, 165.73 feet to the Point of Beginning, AND lying Northerly of the north boundary line of the following described lands:

A survey of that portion of the East ½ of Lot 10 of PINELLAS GROVES, in the Southeast ¼ of Section 1, Township 30 South, Range 15 East, as recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, being more particularly described as follows:

From the Southeast corner of the Southwest ¼ of the Southeast ¼ of Section 1, Township 30 South, Range 15 East, run North 0 deg. 19'04" East along the East boundary of the Southwest ¼ of the Southeast ¼ of said Section, 72.01 feet; thence run North 88 deg. 49'10" West, 329.97 feet to the Southeast corner of said Lot 10 for a Point of Beginning. Thence run North 0 deg. 11'30" East along the East boundary of said Lot 10, 345.62 feet; thence run North 88 deg. 53'26" West, 165.43 feet to an intersection with the West boundary of the East ½ of said Lot 10; thence run South 0 deg. 07'49" West along said West boundary, 345.42 feet to the Southwest corner of the East ½ of said Lot 10; thence run South 88 deg. 49'10" East along the North right-of-way line of S.R. 688, 165.06 feet to the Point of Beginning.

3. Affiant has full power and authority to sell and/or mortgage the above described property as evidenced by page _____ (attached) and no contrary powers or restrictions appear in the trust document.

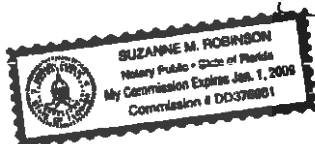
4. The Trust is in full force and effect and has been during the period of ownership of the above described property.

THIS AFFIDAVIT IS MADE WITH THE FULL KNOWLEDGE THAT Buyers & Sellers Pro Title Company, LLC WILL RELY ON THE TRUTH OF THE STATEMENTS MADE IN THIS AFFIDAVIT TO INDUCE SAID COMPANY TO ISSUE A POLICY OF TITLE INSURANCE.

Ralph M. Wescott
Ralph M. Wescott

Sworn to and subscribed before me this 30th day of March, 2006 by Ralph M. Wescott, who is personally known to me or who has produced driver license(s) as identification.

My Commission expires:



Suzanne M. Robinson
Printed Name:
Notary Public
Serial Number

Prepared By and Return To:
Lauren Christ Rubenstein, Esquire
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713

AFFIDAVIT OF SCRIVENER'S ERROR

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared RALPH M. WESCOTT, who, after being duly sworn upon his oath, deposes and says:

1. This Affidavit relates to the Quit Claim Deed for property located at 3550 135th Place North, Largo, Florida from Ralph M. Wescott recorded in Official Records Book 9376, Page 281 of the Official Records of Pinellas County, Florida, such property legally described as:

The North 250 feet of the Southwest 1/4 of Lot 11, in the Southeast 1/4 of Section 1, Township 30 South, Range 15 East, Pinellas Groves, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, less the North 30 feet for road right-of-way.

2. I am over the age of 18 and competent to make this Affidavit.
3. I have personal knowledge of the facts and matters stated herein, as I was the Grantee when the Quit Claim Deed was prepared and recorded.
4. I am the Trustee of the Wescott Living Trust UTD 6/23/1990.
-

5. The name of the Wescott Living Trust on the above-referenced Warranty Deed is incorrect, and should be reflected to read as follows:

Reflected in Warranty Deed as Recorded

Ralph M. Wescott, Trustee UTD
June 23, 1990

Should have Reflected

Ralph M. Wescott, as Trustee of the
the Wescott Living Trust UTD 6/23/1990

6. This Affidavit is being filed in Pinellas County, Florida for the purpose of correcting the scrivener's error referenced above.


RALPH M. WESCOTT

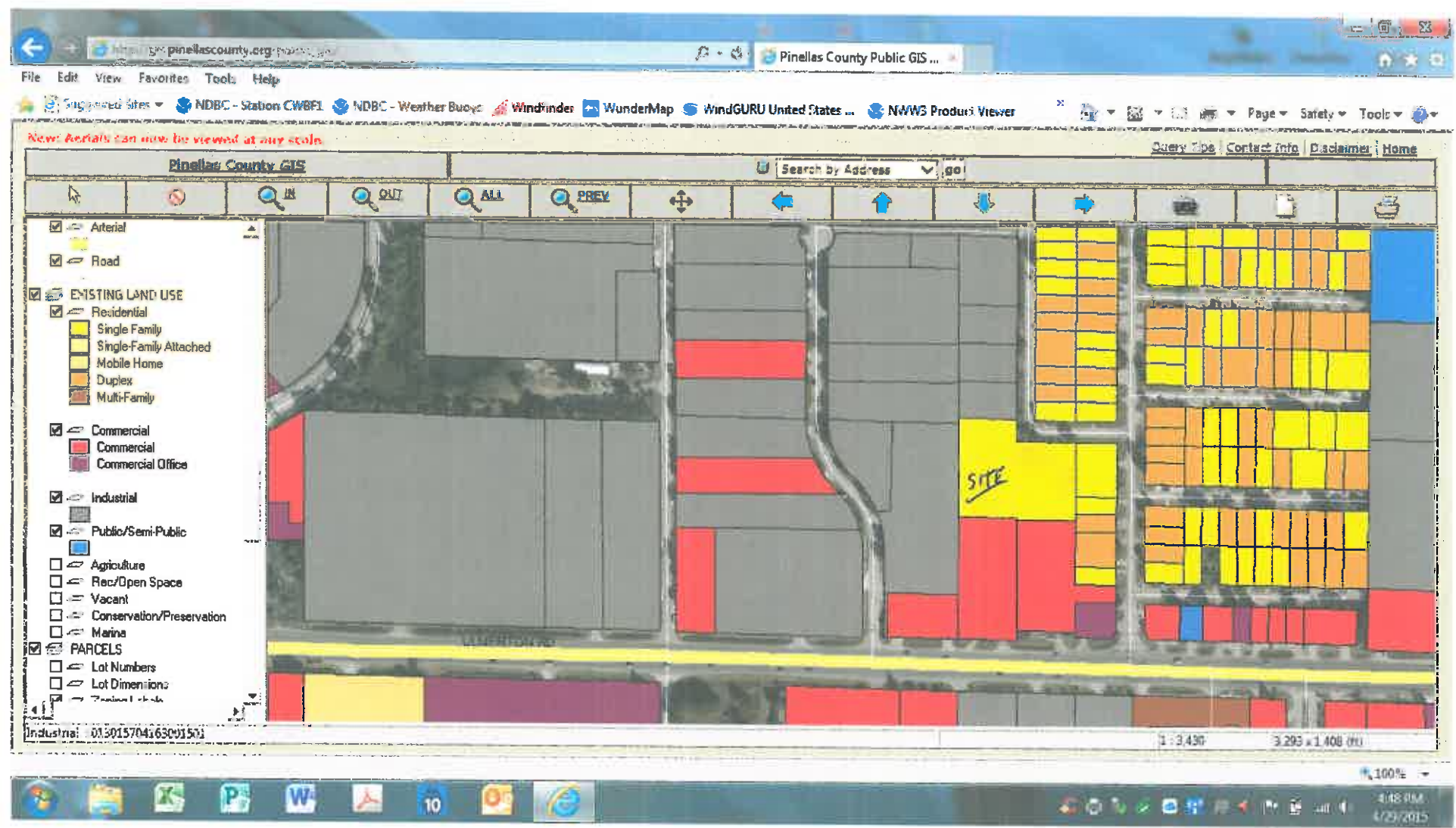
SWORN TO and subscribed before me by RALPH M. WESCOTT, who is personally known to me, on this 30th day of October, 2014.




NOTARY PUBLIC
My Commission Expires:

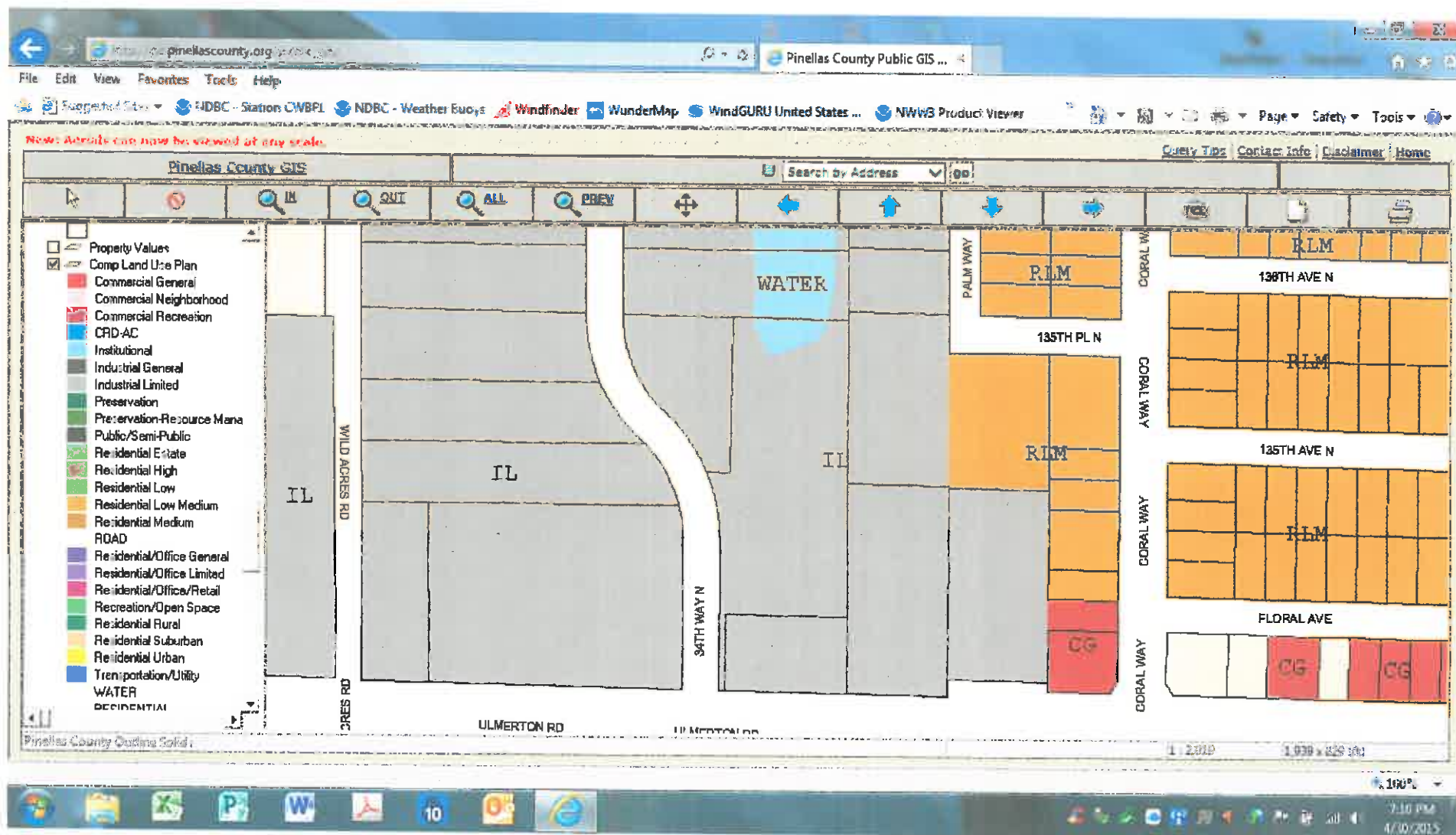


Mr. Ralph M. Wescott
3550 135th Pl
Largo, FL 33771-3904



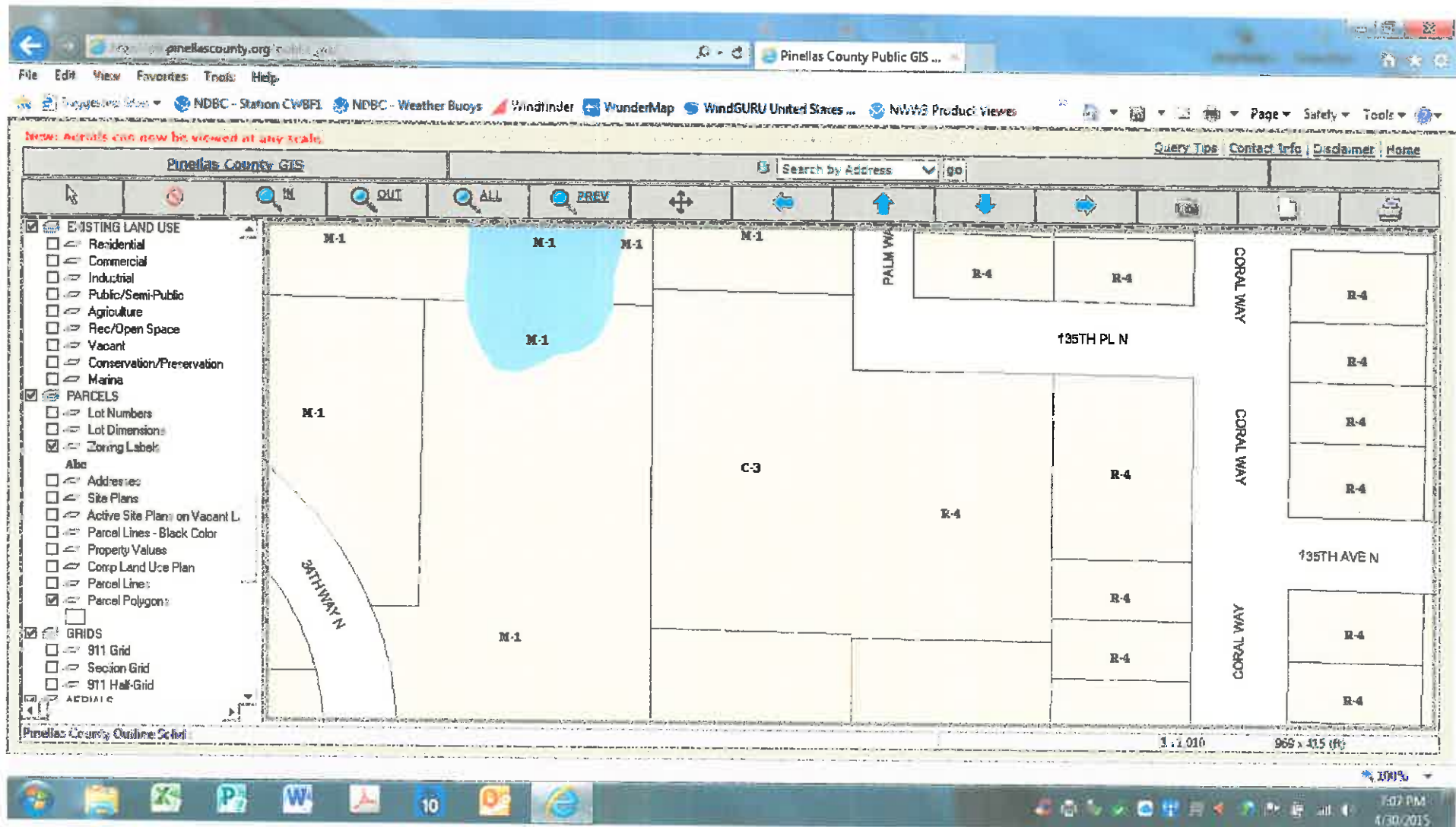


Mr. Ralph M. Wescott
3550 135th PI
Largo, FL 33771-3904



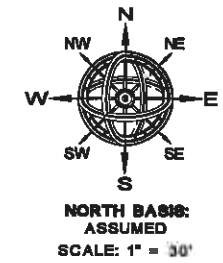


Mr. Ralph M. Wescott
3550 135th PI
Largo, FL 33771-3904



CERTIFIED TO:
PALPH M. WESCOTT

SECTION 1, TOWNSHIP 30 SOUTH, RANGE 15 EAST



A BOUNDARY SURVEY OF:

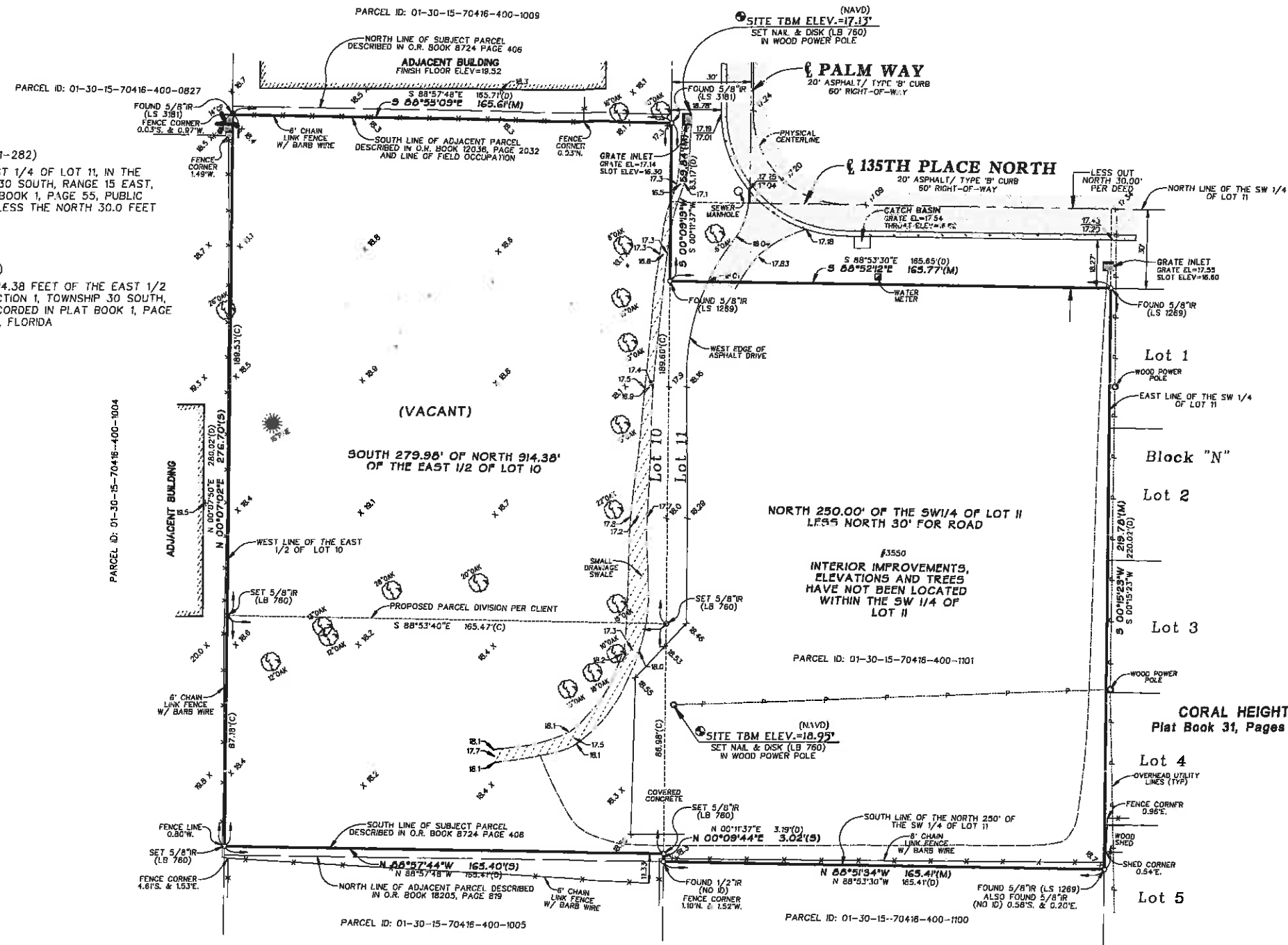
(OFFICIAL RECORDS BOOK 9376, PAGES 281-282)

THE NORTH 250.0 FEET OF THE SOUTHWEST 1/4 OF LOT 11, IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS GROVES, AS RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THE NORTH 30.0 FEET FOR ROAD RIGHT-OF-WAY.

TOGETHER WITH:

(OFFICIAL RECORDS BOOK 8724, PAGE 406)

THE SOUTH 279.98 FEET OF THE NORTH 914.38 FEET OF THE EAST 1/2 OF LOT 10, IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS GROVES, AS RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA



Flood Zone Data:
FLOOD ZONE X
COMMUNITY PANEL #125139 12103C0719 9
REVISED 9/03/03

Basis of Bearings:
EAST LINE OF THE SOUTHWEST 1/4 OF LOT 11, IN THE SOUTHEAST 1/4 OF SECTION 1-30-15, PINELLAS GROVES AS BEING S.00°15'23\"

Benchmark:
COUNTY BM #61476 (ST PETE NW BASE M)
ELEV=139.585' NGVD, ADJUSTED TO
ELEV=18.97' NAVD, MSL=0.00'

NOTE:

This Survey was prepared without the benefit of a title search and is subject to all easements, Rights-of-way, and other matters of record.

Survey not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

This Survey is made for the exclusive use of the current owners of the property and also those who purchase, mortgage or guarantee the title thereto within one (1) year from date hereof.

ABBREVIATIONS:

C = CENTERLINE
(C) = CALCULATED
(D) = DEED
EL = ELEVATION
ELEV = ELEVATION
ID = IDENTIFICATION
IR = IRON ROD
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
(M) = MEASURED
O.R. = OFFICIAL RECORDS
(S) = SET
TBM = TEMPORARY BENCHMARK
(TYP) = TYPICAL

CERTIFICATION

I hereby certify that the Survey represented hereon meets the requirements of Chapter 60-17.052, Florida Administrative Code.

No. 1269

JOHN C. BRENDLA
Florida State Surveyor Registration No. 1269
Certificate of Registration No. 760

JOHN C. BRENDLA AND ASSOCIATES, INC.
Consulting Engineers and Land Surveyors

JCB

4015 82nd Avenue North
Pinellas Park, Florida 33781
Telephone (727) 576-7546
Facsimile (727) 577-9932

LB 760

1503-15.CRD

BOUNDARY AND TOPOGRAPHIC
SURVEY WITH TREE LOCATION
#3550 135TH PLACE NORTH

REVISIONS

No.	DESCRIPTION	DATE

FB: 902 PG: 27-29

Job Number: 1503-15
Survey Date: 3/17/15

Drawn: DS
Checked: JCB

Z/ku-25-10-15

CASE SUMMARY
CASE NO. Z-26-10-15
(Quasi-Judicial)

PRC MEETING: September 14, 2015 @ 10:00 AM-1st Floor, Planning Conf Room
LPA HEARING: October 8, 2015 @ 9:00 AM-5th Floor, Board Assembly Room
BCC HEARING: November 24, 2015 @ 6:00 PM-5th Floor, Board Assembly Room
APPLICANT'S NAME: GGR Ozona, LLP
REQUEST: Zone change from: R-4, One, Two & Three Family Residential.
to: RPD-5, Residential Planned Development

And variances for a 23 foot setback from residential porches to the edge of a private street where 35 feet is required, an 8 foot setback from the pool cabana to the edge of a private street where 35 feet is required, an 18 foot setback from the pool cabana to the edge of a public right-of-way where 25 feet is required, and for the construction of a 12 foot high combined retaining wall and fence.

CASE DESCRIPTION: Approximately 5.6 acres located on the south side of Tampa Road 100 feet west of Candy Lane and adjacent to the Pinellas Trail in Ozona (11/28/15/97389/003/1009, 1000 & 1001, 11/28/15/29916/000/0030 & 0060, 10/28/15/12816/019/0503, and 11/28/15/33624/000/0130, 0140, 0150, 0160 & 0170). A legal description is available in file upon request.

APPLICANT/ADDRESS: GGR Ozona, LLP
46 W Lemon Street
Tarpon Springs, FL 34689

REP/ADDRESS: George Stamas
Pioneer Homes
46 W Lemon Street
Tarpon Springs, FL 34689

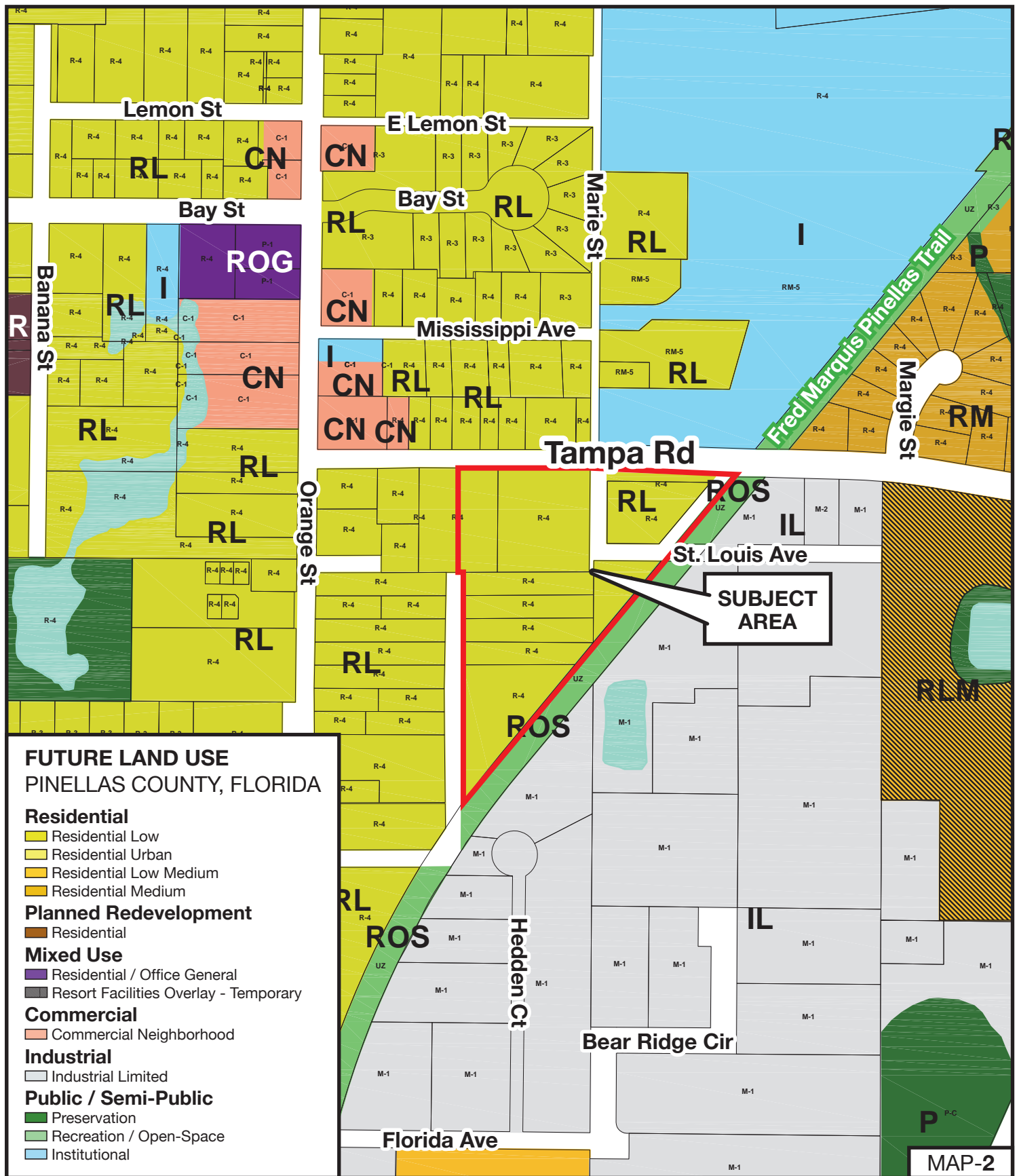
NOTICES SENT TO: GGR Ozona, LLP, George Stamas, OVIS, Mike Meidel-Economic Development Council, DOT, Clint Herbic-Pinellas County School Board, BCC Office & Surrounding Owners

EXISTING USE: Single Family Home

PROPOSED USE: Subdivision with 26 Townhomes

LAND USE: Residential Low

ZONING: R-4



Z-26-10-15

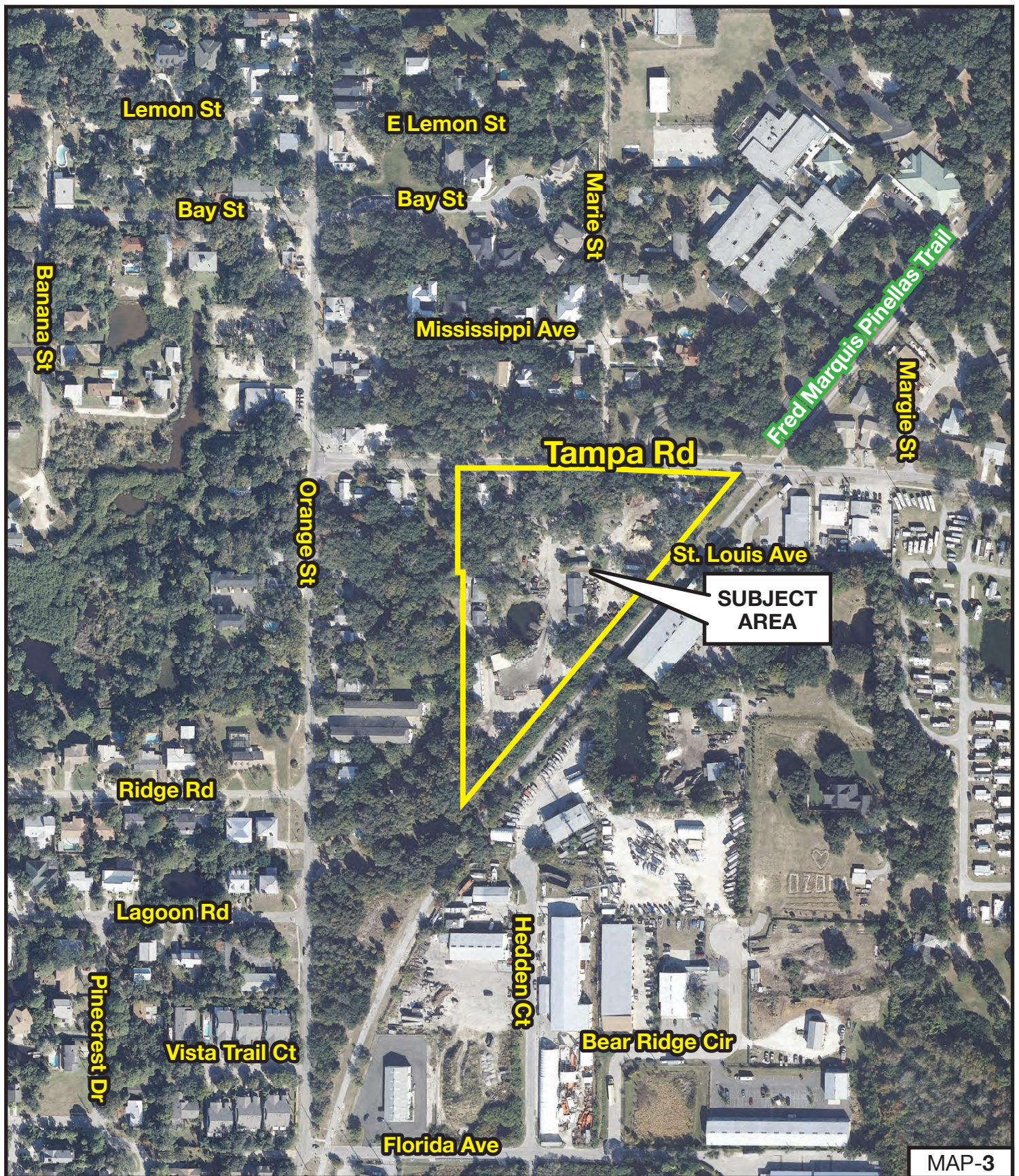
Zoning From: R-4, One, Two & Three Family Residential
To: RPD-5, Residential Planned Development

Parcel I.D. 11/28/15/97389/003/1009, 1000 & 1001, 11/28/15/29916/000/0030 & 0060, 10/28/15/12816/019/0503 and 11/28/15/33624/000/0130, 0140, 0150, 0160 & 0170
Prepared by: Pinellas County Planning Department September 2015

And variances for a 23-foot setback from residential porches to the edge of a private street where 35 feet is required, an 8-foot setback from the pool cabana to the edge of a private street where 35 feet is required, an 18-foot setback from the pool cabana to the edge of a public right-of-way where 25 feet is required, and for the construction of a 12-foot high combined retaining wall and fence.



MAP-2



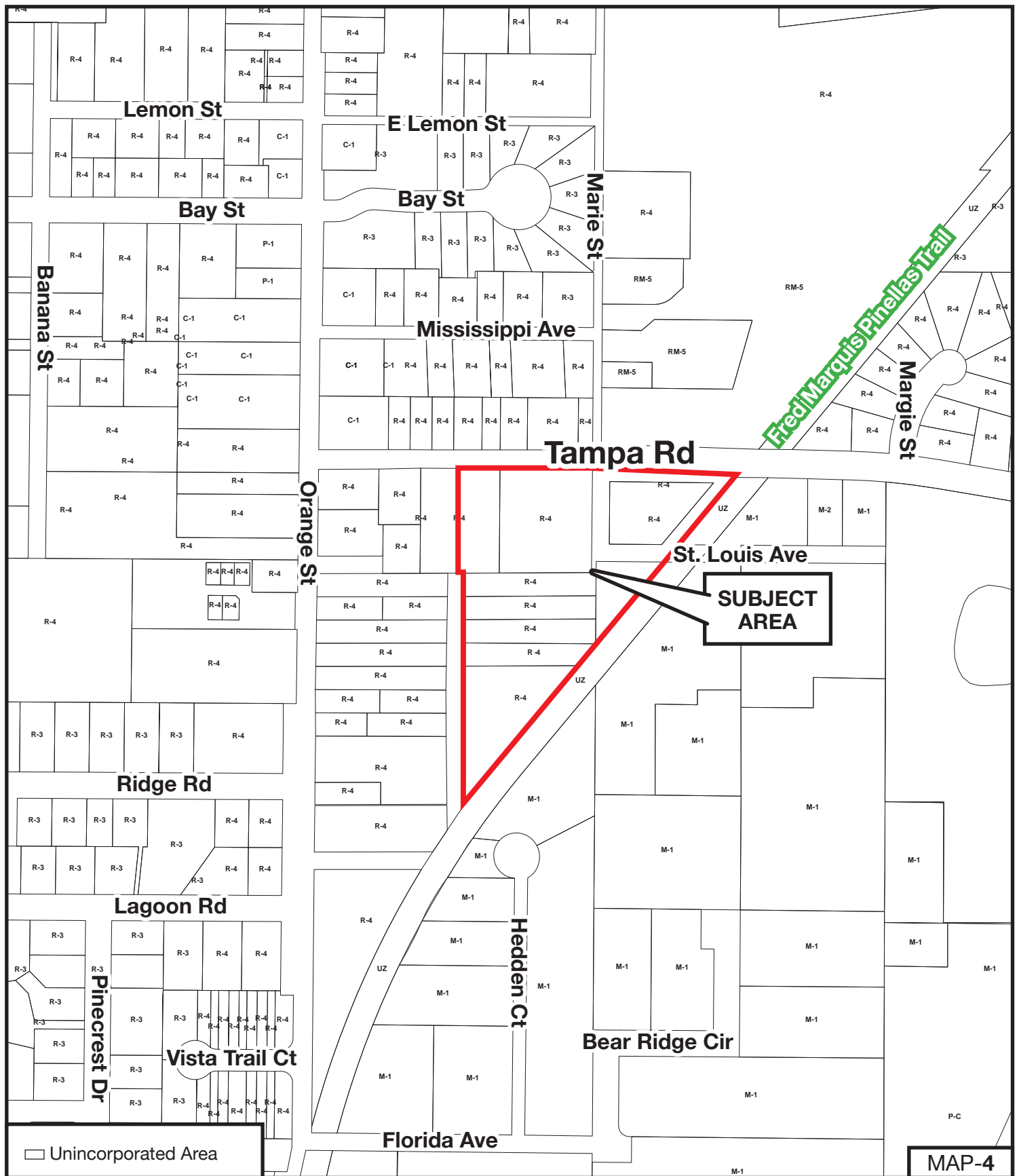
Z-26-10-15

Zoning From: R-4, One, Two & Three Family Residential
To: RPD-5, Residential Planned Development

Parcel I.D. 11/28/15/97389/003/1009, 1000 & 1001, 11/28/15/29916/000/0030 & 0060, 10/28/15/12816/019/0503 and 11/28/15/33624/000/0130, 0140, 0150, 0160 & 0170
Prepared by: Pinellas County Planning Department September 2015

And variances for a 23-foot setback from residential porches to the edge of a private street where 35 feet is required, an 8-foot setback from the pool cabana to the edge of a private street where 35 feet is required, an 18-foot setback from the pool cabana to the edge of a public right-of-way where 25 feet is required, and for the construction of a 12-foot high combined retaining wall and fence.





Z-26-10-15

Zoning From: R-4, One, Two & Three Family Residential
To: RPD-5, Residential Planned Development

Parcel I.D. 11/28/15/97389/003/1009, 1000 & 1001, 11/28/15/29916/000/0030 & 0060, 10/28/15/12816/019/0503 and 11/28/15/33624/000/0130, 0140, 0150, 0160 & 0170
Prepared by: Pinellas County Planning Department September 2015

And variances for a 23-foot setback from residential porches to the edge of a private street where 35 feet is required, an 8-foot setback from the pool cabana to the edge of a private street where 35 feet is required, an 18-foot setback from the pool cabana to the edge of a public right-of-way where 25 feet is required, and for the construction of a 12-foot high combined retaining wall and fence.



1. Owner: GGR Ozona, LLP
Mailing Address: 46 W. Lemon Street
City: Tarpon Springs State: FL Zip Code: 34689 Daytime Phone: (727) 938-1561
Email: gpstamas@pioneerhomes.us

2. Representative's Name: George P. Stamas
Company Name: Pioneer Homes
Mailing Address: 46 W. Lemon Street
City: Tarpon Springs State: FL Zip Code: 34689 Daytime Phone: (727) 938-1561
Email: gpstamas@pioneerhomes.us

3. Disclosure information (This information must be supplied pursuant to County Ordinance No. 74-15):

- A. If the owner is a corporation, partnership, or trust, list all persons (i.e. partners, corporate officers, all members of the trust) who are a party to such as well as anyone who may have a beneficial interest in the property which would be affected by any ruling on their application.

George C. Zutes, George P. Stamas

Specify interest held: Each has 50% interest

- B. Is there an existing contract for sale of subject property: Yes N No
If yes, list names of all parties to the contract including all partners, corporate officers, and members of any trust:

Is contract conditional or absolute? Conditional Absolute

- C. Are there any options to purchase on subject property? Yes N No
If so, list names of all parties to option including all partners, corporate officers and members of any trust:

4. This hearing is being requested to consider: zoning amendment to RPD-5 and variances
5. Location of subject property (street address): 431 Tampa Road, Ozona, FL
6. Legal Description of Property: (attach additional documents if necessary)
See attached Property IDs
7. Size of Property: _____ feet by _____ feet, 5.56 acres
8. Present zoning classification: ~~R3~~ R4
9. Present Land Use Map designation: RL
10. Date subject property acquired: 2015
11. Existing structures and improvements on subject property:
Single Family Home, Mechanic Garage, Recycle Transfer Dock
12. Proposed structures and improvements will be:
26 Townhomes, Pool with Cabana Subdivision
13. I/We believe this application should be granted because (include in your statement sufficient reasons in law and fact to sustain your position.) (If this request is for a determination of Vested Rights/Appeal Determination, applicants are advised to review the procedural and substantive requirements of Pinellas County Ordinances 89-32 and 89-69) (Attach a separate sheet if necessary).
The existing property is a mix of residential and non conforming commercial uses.
The proposed townhome community is more consistent with the surrounding community
See variance request justification for a narrative of the variances requested
14. Has any previous application relating to zoning or land use on this property been filed within the last year?
Yes N No When? _____ In whose name? _____

Briefly state the nature and outcome of the hearing:

15. Does applicant own any property contiguous to subject property? _____ Yes N No
If so, give complete legal description of contiguous property:


16. The following data and exhibits must be submitted with this application and they become a permanent part of the public records:

- a) Plat, if it will have particular bearing on the subject application.
- b) Certification of Ownership: submit a certificate of a duly licensed title or abstract company, or a licensed attorney-at-law, showing that each applicant is the present title holder of record.
(Warranty deeds, title insurance documents, tax receipts, etc. are not acceptable as proof of ownership.)
- c) Preliminary site plan will be required for conditional use applications only (as specified in the Zoning Ordinance, Section 605.301 - see attached).

CERTIFICATION OF OWNERSHIP

I hereby certify that I have read and understand the contents of this application, and that this application together with all supplemental data and information is a true representation of the facts concerning this request, that this application is made with my approval, as owners and applicant, as evidenced by my signature appearing below. It is hereby acknowledged that the filing of this application does not constitute automatic approval of the request and further that if the request is approved, I will obtain all necessary permits and comply with all applicable orders, codes, conditions and rules and regulations pertaining to the use of the subject property, while under my ownership. I am aware that attendance by me or my authorized representative at all public hearings relative to this request is required and that failure to attend may result in a denial of the request. It shall be my responsibility to determine time and location of all hearings.

GGR OSPREY, LLP.

 8/19/15.

***Signature of Owner or Trustee

Date: 8-19-15

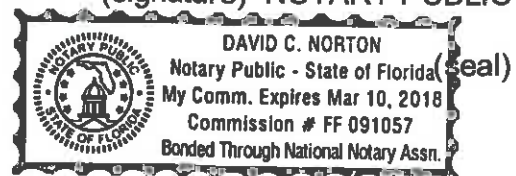
STATE OF FLORIDA, COUNTY OF PINELLAS

Before me this 19 day of AUGUST, 20 15

personally appeared GEORGE P. STAMAS
who, being duly sworn, deposes and says that the above is a true and correct certification.



(signature) NOTARY PUBLIC



***Applications which are filed by corporations must bear the seal of the corporation over the signature of an officer authorized act on behalf o the corporation (Please note question #3).

CERTIFICATION OF OWNERSHIP

I hereby certify that I have read and understand the contents of this application, and that this application together with all supplemental data and information is a true representation of the facts concerning this request, that this application is made with my approval, as owners and applicant, as evidenced by my signature appearing below. It is hereby acknowledged that the filing of this application does not constitute automatic approval of the request and further that if the request is approved, I will obtain all necessary permits and comply with all applicable orders, codes, conditions and rules and regulations pertaining to the use of the subject property, while under my ownership. I am aware that attendance by me or my authorized representative at all public hearings relative to this request is required and that failure to attend may result in a denial of the request. It shall be my responsibility to determine time and location of all hearings.

George P. Stamas Trustee
***Signature of Owner or Trustee

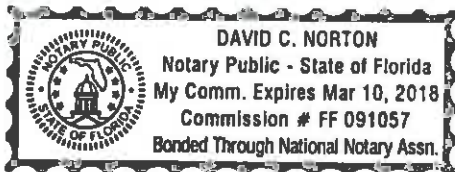
Date: 8-11-15

STATE OF FLORIDA, COUNTY OF PINELLAS

Before me this 11 day of AUGUST, 20 15

personally appeared GEORGE P. STAMAS
who, being duly sworn, deposes and says that the above is a true and correct certification.

David C. Norton



(signature) NOTARY PUBLIC

(seal)

***Applications which are filed by corporations must bear the seal of the corporation over the signature of an officer authorized act on behalf o the corporation (Please note question #3).

CERTIFICATION OF OWNERSHIP

I hereby certify that I have read and understand the contents of this application, and that this application together with all supplemental data and information is a true representation of the facts concerning this request, that this application is made with my approval, as owners and applicant, as evidenced by my signature appearing below. It is hereby acknowledged that the filing of this application does not constitute automatic approval of the request and further that if the request is approved, I will obtain all necessary permits and comply with all applicable orders, codes, conditions and rules and regulations pertaining to the use of the subject property, while under my ownership. I am aware that attendance by me or my authorized representative at all public hearings relative to this request is required and that failure to attend may result in a denial of the request. It shall be my responsibility to determine time and location of all hearings.



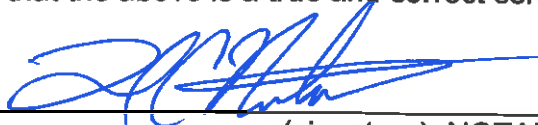
***Signature of Owner or Trustee

Date: 8-11-15

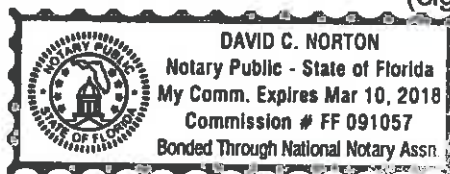
STATE OF FLORIDA, COUNTY OF PINELLAS

Before me this 11 day of AUGUST, 2015

personally appeared GEORGE P. STAMAS
who, being duly sworn, deposes and says that the above is a true and correct certification.



(signature) NOTARY PUBLIC



(seal)

***Applications which are filed by corporations must bear the seal of the corporation over the signature of an officer authorized act on behalf of the corporation (Please note question #3).

VARIANCE NARRATIVE

The Ozona Townhomes residential development proposes the construction of 26 single family-attached homes on a 5.52 acre site. The project encompasses a number of parcels which are zoned R-4. The land use is RL. All parcels are to combined and rezoned to RPD-5.

The subdivision will be a private development with private right of way and due to the constraints presented by the site variances from the Pinellas County Land Development Code are being requested. The variances are as follows:

1. Front Yard Setback
2. Clubhouse distance to right-of-way
3. Fence Height

Building Setbacks

Applicable Code Section: Sec. 138-645. - Property development regulations

Code Language Excerpt:

(d) Setbacks and distances between structures (see also subsections (e)(8), (e)(9), (e)(10) of this section and section 138-1281)). The following setbacks and distances shall apply in the RPD district, except as otherwise provided herein:

(1) The minimum distance between principal structures shall be 15 feet from wall to wall, and a minimum setback of 25 feet shall be required from any structure to the edge of any publicly dedicated right-of-way. A minimum of 35 feet from the edge of the pavement of any private street lying within the RPD district to any structure shall be required. For the purpose of this section, a private street shall be considered to be a roadway not dedicated to the public providing general access and circulation of traffic through this district, not including the drive-through areas of parking lots.

1. The proposed townhome designs feature a prominent front porch design that projects past the principal structure of the home by approximately 8'. The garage is set back 5' from the front plane of the principal structure. The proposed multifamily homes are set back 23' from the private road edge of pavement to the front porch, however the design proposes the garage to be constructed 29' away from the 5' sidewalk. This should allow sufficient distance for any cars parked on the driveways to not encroach into the sidewalk.
2. The proposed pool cabana is set back 18' from the existing Tampa Road right-of way and property/project boundary. However the pool cabana is located behind a proposed 6' monument wall that runs along the front boundary of the site.

Fence Height within the Rear Setback

Applicable Section Code: Sec. 138-1336. – *Fences and walls.*

Code Language Excerpt:

“(a) Residential fences. In residential districts, no fence or wall which is more than six feet in height shall be permitted within the required side or rear setback area, and no fence or wall which is more than 36 inches in height shall be erected in a required front setback area from a property line adjacent to a street, whether public or private, where the property is addressed and considered to be the front yard...”

- 3. The minimum flood elevation for this project is approximately 6’ above existing grade. The project proposes a 6’ high retaining wall along portions of the site perimeter in order to raise the home sites to an elevation above the minimum flood elevation. A 6’ high privacy fence is being proposed behind the retaining wall (see attached wall / fence typical cross section). We are requesting a variance so that the total height of the retaining wall and fence can be a total height of 12’. The retaining wall and fence requiring the height variance will only front the Pinellas Trail on a portion of the East boundary and a wooded jurisdictional area on a portion of the West boundary (see attached wall / fence plan).**

Pinellas County Name Query

Click on the "18 digit parcel number to see General Information."
Click on the "X" to view the map or short legal description

Name matching "g r o z o n a", records 1 through 14 of 14 12:33 pm Tuesday August 11										
New Search:		Owner	Address	Parcel Number	Sub or Condo / PUD	Plat Book/Page	Advanced Sales Criteria		OR Book/Page	
Ownership	Parcel Info	Property Address	Parcel Number	Property Use	Map	Subdivision/Condo Name	Plat Book/Page	OR Book/Page	Short Legal	Change Address
GGR OZONA LLP	11-28-15-29916-000-0030	0 TAMPA RD		Vacant Residential - lot & acreage less than 5 acres	X	FUTRELL'S SUB, W. V.	0H1/004	18820/2406	PHMT	X
GGR OZONA LLP	10-28-15-12816-019-0503	0 ST LOUIS AVE		Vacant Residential - lot & acreage less than 5 acres	X	BURGHSTREAM'S SUB	0H1/016	18820/2406	PHMT	X
GGR OZONA LLP	11-28-15-29916-000-0060	0 MARIE ST		Vacant Residential - lot & acreage less than 5 acres	X	FUTRELL'S SUB, W. V.	0H1/004	18820/2406	PHMT	X
GGR OZONA LLP	11-28-15-33624-000-0160	0 ORANGE ST S		Vacant Residential - lot & acreage less than 5 acres	X	GRIDER'S, H. L. SUB	005/071	18820/2406	PHMT	X
GGR OZONA LLP	11-28-15-33624-000-0170	0 HEDDEN CT		Vacant Residential Land w/XFSB	X	GRIDER'S, H. L. SUB	005/071	18820/2406	PHMT	X
GGR OZONA LLP	11-28-15-33624-000-0150	0 ORANGE ST S		Vacant Residential - lot & acreage less than 5 acres	X	GRIDER'S, H. L. SUB	005/071	18820/2406	PHMT	X
GGR OZONA LLP	11-28-15-97389-003-1009	0 TAMPA RD		Vacant Residential - lot & acreage less than 5 acres	X	WHITEHURST'S SUB	D-G/177	18820/2406	PHMT	X
GGR OZONA LLP	11-28-15-97389-003-1000	419 TAMPA RD		Duplex-Triplex-Fourplex	X	WHITEHURST'S SUB	D-G/177	18820/2406	PHMT	X
GGR OZONA LLP	11-28-15-97389-003-1001	431 TAMPA RD		Single Family - more than one house per parcel	X	WHITEHURST'S SUB	D-G/177	18820/2406	PHMT	X
GGR OZONA LLP	11-28-15-33624-000-0130	0 UNNAMED ST		Duplex-Triplex-Fourplex	X	GRIDER'S, H. L. SUB	005/071	18820/2406	PHMT	X
GGR OZONA LLP	11-28-15-33624-000-0140	0 UNNAMED ST		Vacant Residential - lot & acreage less than 5 acres	X	GRIDER'S, H. L. SUB	005/071	18820/2406	PHMT	X
GGR OZONA LLP	11-28-15-97389-003-1000	421 TAMPA RD		Duplex-Triplex-Fourplex	X	WHITEHURST'S SUB	D-G/177	18820/2406	PHMT	X
GGR OZONA LLP	11-28-15-97389-003-1001	431 1/4 TAMPA RD		Single Family - more than one house per parcel	X	WHITEHURST'S SUB	D-G/177	18820/2406	PHMT	X
GGR OZONA LLP	11-28-15-97389-003-1000	423 TAMPA RD		Duplex-Triplex-Fourplex	X	WHITEHURST'S SUB	D-G/177	18820/2406	PHMT	X
New Search: Owner Address Parcel Number Sub or Condo / PUD Plat Book/Page Sale OR Book/Page										
						Change address of selected parcels				
Question/Comment about this page										

August 18, 2015

TO WHOM IT MAY CONCERN:

Wollinka – Wikle Title Insurance Agency, has caused a search to be made of the Public Records of Pinellas County, Florida, through August 17, at 8:00 a.m. on the following described property:

See Exhibit "A" attached hereto and made a part hereof by reference for a complete legal description by metes and bounds

From the search we find the last Deeds of record to be a Trustee's Deed showing vesting ownership of title in:

1. GGR OZONA,LLP, a Florida limited liability partnership and
2. George C. Zutes and GEORGE P. STAMAS, as Partners, dated June 15, 2015.

We further certify that our search reveals the following instruments to be not satisfied nor released of record.

A. Nothing

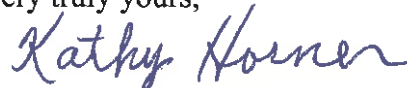
A copy of the above-referenced (1). Trustee's Deed dated June 17, 2015, recorded, in O.R. Book 18820 at Page 2406, Public Records of Pinellas County, Florida, is attached hereto as Exhibit "B".

The following listed instruments affect the underlying land of said subdivision:

none

This certificate of Title Ownership is issued solely for the purpose of complying with Section 177.041, Florida Statutes.

Very truly yours,



Wollinka – Wikle Title Insurance Agency
Kathy Horner

EXHIBIT "A"

PARCEL 1:

The West Ninety (90) feet of the East Three Hundred (300) feet of Lot Ten (10) in Block Three (3), according to the plat of A Subdivision of South half (S 1/2) of Lot One (1) and Southeast quarter (SE 1/4) of Southwest Quarter (SW 1/4) of Section Two (2) and North half (N 1/2) of Section Eleven (11) Township Twenty-eight (28) South, Range Fifteen (15) East, recorded for Walton Whitehurst , as recorded in Deed Book G on Page 177 of the Public Records of Hillsborough County, Florida, of which Pinellas county was formerly a part;

PARCEL 2:

The west 100 feet of the east 210 feet of Lot Ten (10), Block Three (3), WHITEHURST S SUBDIVISION, as recorded in Deed Book G, Page 177, Public Records of Hillsborough County, Florida.; of which Pinellas County was formerly a part.

PARCEL 3:

The East One Hundred Ten (110) feet of Lot Ten (10) Block Three (3) according to plat of a Subdivision of South half (S 1/2) of Lot One (1) and Southeast Quarter (SE 1/4) of Southwest Quarter (SW 1/4) of Section Two (2) and North Half (N 1/2) of Northwest Quarter (NW 1/4) of Section Eleven (11) Township Twenty-Eight (28) South, Range Fifteen (15) East, recorded for Walton Whitehurst , as recorded in Deed Record G Page 177, records of Hillsborough County, Florida, of which Pinellas County was formerly a part;

PARCEL 4:

The South Ten feet of Lot Two (2); and all of Lot Three (3); all in W. V. Futrell s Sub-Division of Lot Nine (9) in Block Three (3) of a Sub-Division recorded for Walton Whitehurst, and located in the Southeast corner of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Eleven (11), Township Twenty-Eight (28) South, Range Fifteen (15) East, of which Pinellas County was formerly a part;

PARCEL 5:

Lots 6 & 7, Futrell s Subdivision as recorded in Plat Book 1, Page 4, records of Hillsborough County, Florida, of which Pinellas County was formerly a part. Being otherwise described as follows: From the North 1/4 corner of Section 11, Township 28 South, Range 15 East, run South 0°10'39" West 1,320 feet along the North-South center line of said Section 11; thence North 89°30'48" West 625.75 feet along the South Line of Lot 9, Block 3, W.T. Whitehurst Subdivision, recorded in Deed Book G, Page 177, Public Records of Hillsborough County, Florida, of which Futrell s Subdivision is a replat of; thence run North 0°24'09" East, 40 feet to the Southwest corner of Lot 7, Futrell s Subdivision as recorded in Plat Book 1, Page 4, Public Records of Hillsborough County, Florida, for a point of beginning; thence continue North 0°24'09" East 144 feet; thence South 89°30'48" East 238.16 feet to a point 30 feet northwesterly of and parallel to the center line of Seaboard Coast Line Railroad Company s main track; thence South 39°45'10" West 186 feet; thence North 89°30'48" West 120.22 feet to the point of beginning;

EXHIBIT "A"

PARCEL 6:

Burghstream Sub, Part of the West Half of Block S lying North and West of the Railroad Right of Way, as recorded in Plat Book 1, Page 16 of Hillsborough County of which Pinellas County was formerly a part;

PARCEL 7:

Lot 13, H.L. GRIDER S SUBDIVISION, according to the map or Plat thereof as recorded in Plat Book 5, page 71, Public Records of Pinellas County, Florida.

PARCEL 8:

LOT 14 of H. L. GRIDER S SUBDIVISION, according to the map thereof recorded in Plat Book 5, Page 71, Public Records of Pinellas County, Florida;

PARCEL 9:

Lot 15, H.L. GRIDER S SUBDIVISION, according to the map or Plat thereof as recorded in Plat Book 5, page 71, Public Records of Pinellas County, Florida.

PARCEL 10:

Lot 16, H.L. GRIDER S SUBDIVISION, according to the map or Plat thereof as recorded in Plat Book 5, page 71, Public Records of Pinellas County, Florida.

PARCEL 11:

That Part of Lots 17, 18, 19, 20, 21 and 22, lying west of Atlantic Coastline Railway right-of-way of GRIDER S SUBDIVISION of Block R of Charles Burghstream s Subdivision, according to the map or plat thereof as recorded in Plat Book 5, Page 71, of the Public Records of Pinellas County, Florida.

Exhibit "B"

I#: 2015173289 BK: 18820 PG: 2406, 06/18/2015 at 03:53 PM, RECORDING 3 PAGES
\$27.00 D DOC STAMP COLLECTION \$4900.00 KEN BURKE, CLERK OF COURT AND
COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: CLKDU14

Prepared by:
Wollinka-Wikle Title Insurance Agency, Inc.
3204 Alternate 19 N
Palm Harbor, Florida 34683
Consideration: \$700,000.00
File Number: TIA14218

RETURN TO: GRANTEE

TRUSTEE'S DEED

Made this 17th day of June, 2015 A.D. By
MATTHEW L. SCOTT, TRUSTEE OF THE LEO W. SCOTT TRUST AGREEMENT, DATED FEBRUARY 12, 2013,
The Trustee is vested with full rights of ownership for the legal described real estate and parcels mentioned below.
Trustee is specifically granted and given the power and authority, to protect and conserve said real estate and improvements
located thereon and to pay the taxes assessed thereon and to sell and convey said real estate, whose address is:
P.O. Box 813, Palm Harbor, FL 34682-0813, hereinafter called the grantor,
to **GGR OZONA, LLP, a Florida limited liability partnership**, whose post office address is: 46 W. Lemon Street, Tarpon Springs,
FL 34689, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of
individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations,
receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee,
all that certain land situate in Pinellas County, Florida, viz:

SEE ATTACHED LEGAL DESCRIPTIONS Exhibit "A"

Parcel ID Numbers: Parcel # 1 - 11/28/15/97389/003/1009
2 - 11/28/15/97389/003/1000
3 - 11/28/15/97389/003/1001
4 - 11/28/15/29916/000/0030
5 - 11/28/15/29916/000/0060
6 - 10/28/15/12816/019/0503
7 - 11/28/15/33624/000/0130
8 - 11/28/15/33624/000/0140
9 - 11/28/15/33624/000/0150
#10 - 11/28/15/33624/000/0160
#11 - 11/28/15/33624/000/0170

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor
has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend
the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing
subsequent to December 31, 2015.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.
Signed, sealed and delivered in our presence:

**MATTHEW L. SCOTT, TRUSTEE of the
LEO W. SCOTT TRUST AGREEMENT,
DATED FEBRUARY 12, 2015**

x [Signature]
Witness Printed Name MARSHALL S. HARRIS

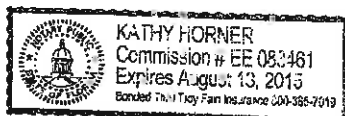
x [Signature] T.T.F.E. (Seal)
MATTHEW L. SCOTT, as Trustee
Address: P.O. Box 813, Palm Harbor, FL 34682-0813

x [Signature]
Witness Printed Name KATHY HORNER

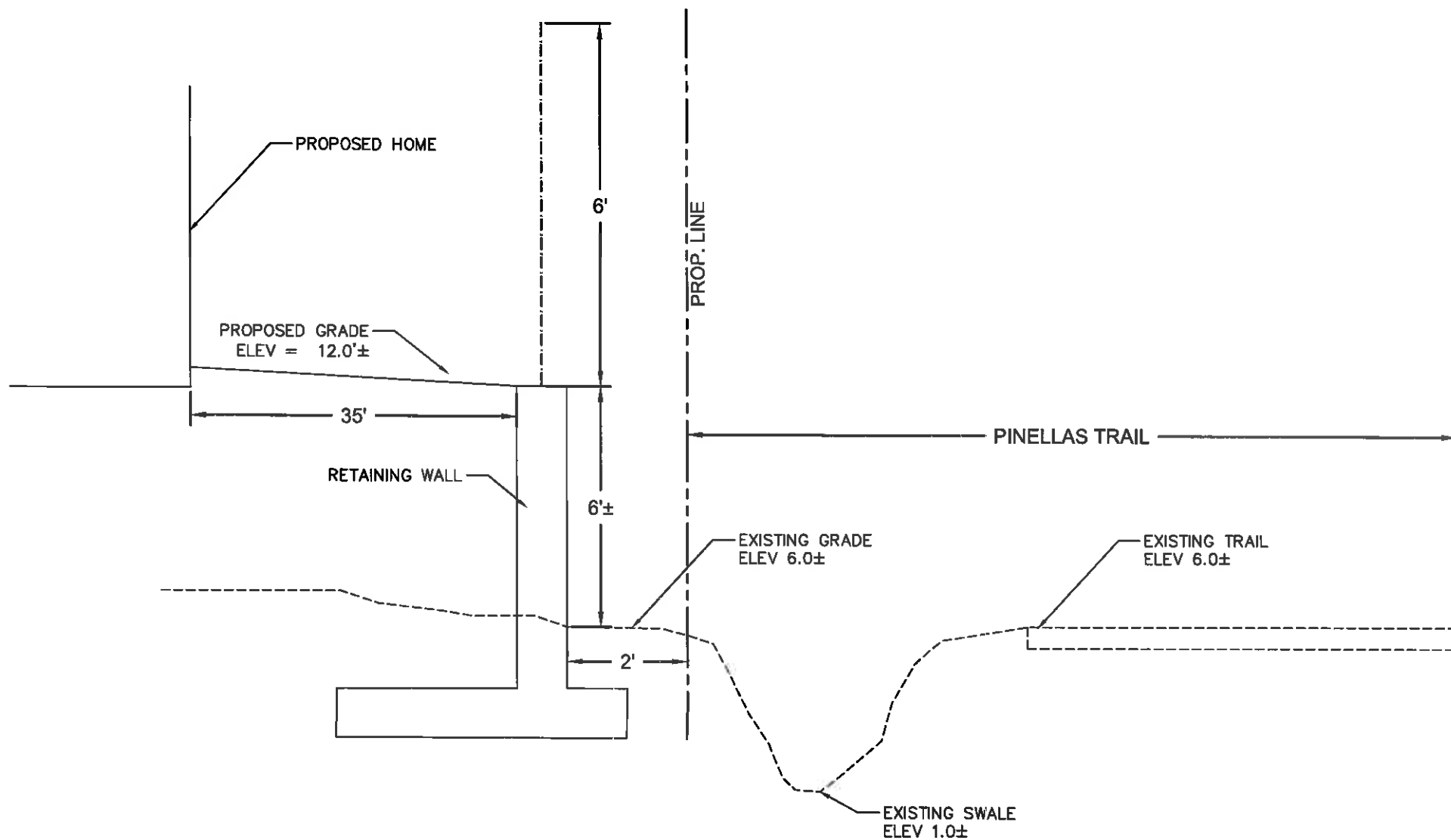
State of FLORIDA
County of PINELLAS

The foregoing instrument was acknowledged before me this 17th day of June, 2015, by **MATTHEW L. SCOTT, TRUSTEE
OF THE LEO W. SCOTT TRUST AGREEMENT DATED FEBRUARY 12, 2013**, who is personally known to me or who has
produced FL. D.R. LIC as identification.

(seal)



[Signature]
Notary Public
Print Name: KATHY HORNER
My Commission Expires: 8/13/15



RETAINING WALL WITH FENCE

N.T.S.

Z-26-10-15

PIONEER HOMES

JAMESTOWN

GEORGETOWN

AREA CALCULATIONS: UNIT 2324

First Floor:	1400 sq. ft.	Garage:	419 sq. ft.
Second Floor:	924 sq. ft.	Entry:	73 sq. ft.
Total Living Area:	2324 sq. ft.	Covered Lanai:	140 sq. ft.

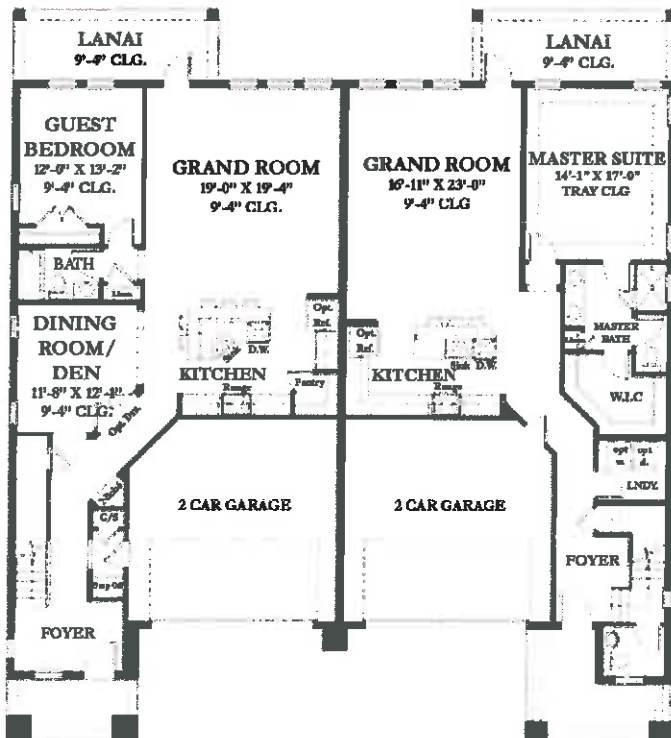
AREA CALCULATIONS: UNIT 2493

First Floor:	1370 sq. ft.	Garage:	424 sq. ft.
Second Floor:	1123 sq. ft.	Entry:	111 sq. ft.
Total Living Area:	2493 sq. ft.	Covered Lanai:	140 sq. ft.

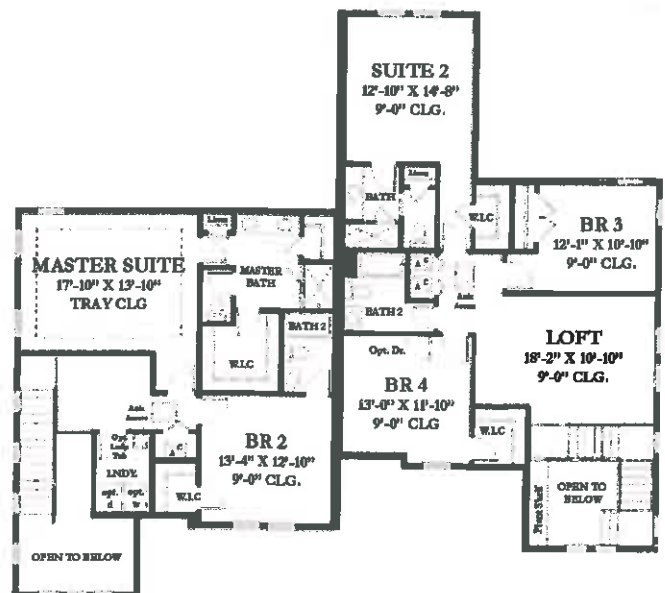


FIRST FLOOR

SECOND FLOOR



Jamestown



Jamestown

Georgetown

Georgetown

Plans and Specifications subject to change without notice. Dimensions are approximate and may vary slightly with actual construction.

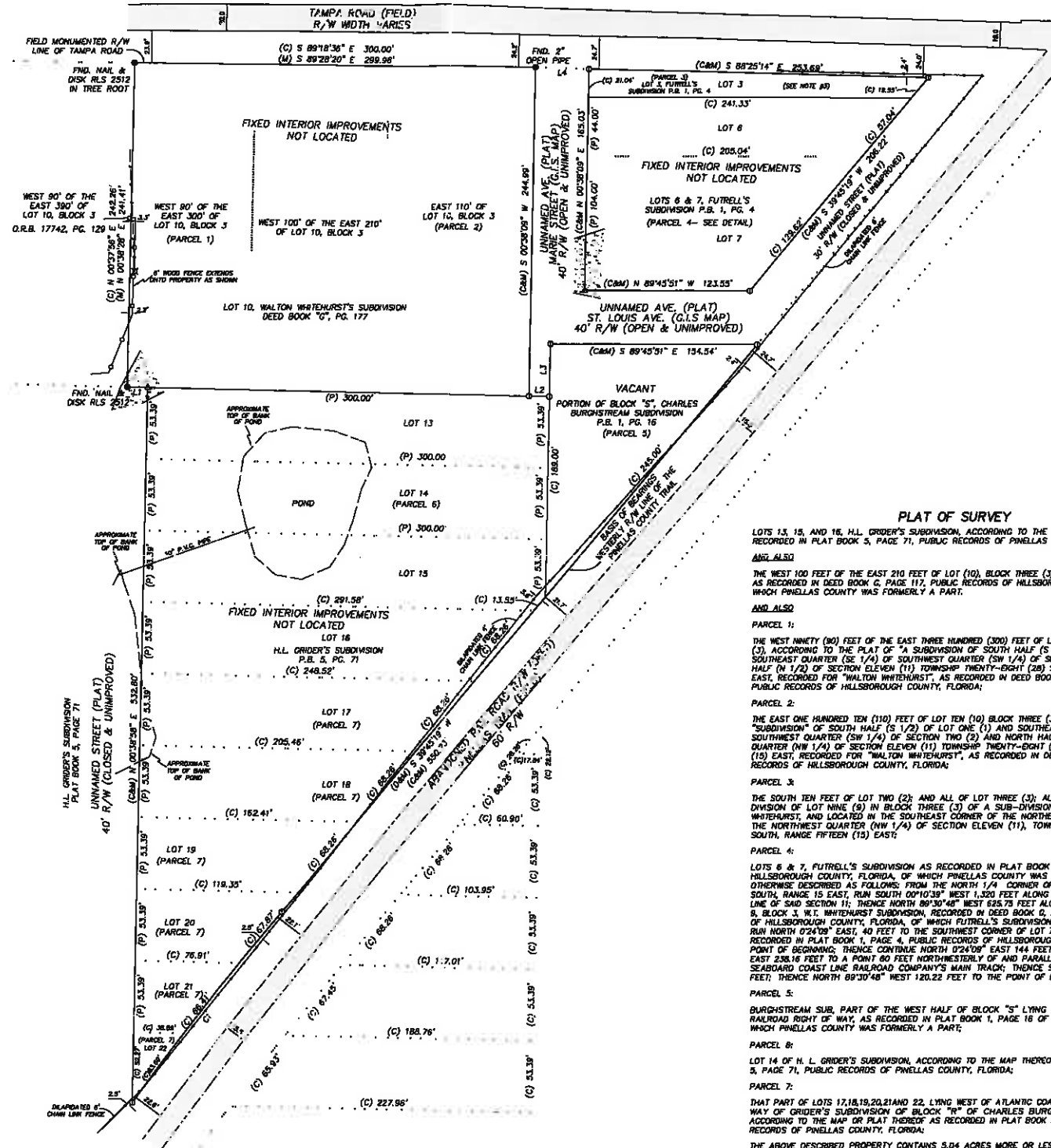
© COPYRIGHT PIONEER DEVELOPERS OF AMERICA, INC.

GENERAL NOTES

- UNLESS OTHERWISE STATED, THE PROPERTY DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
- EXISTING INSTRUMENTS, IF ANY, REFLECTING EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND/OR OWNERSHIP, WERE NOT FURNISHED EXCEPT AS SHOWN HEREON.
- UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING BUILDING FOUNDATIONS, HAVE NOT BEEN LOCATED EXCEPT AS SHOWN HEREON.
- ELEVATIONS, IF SHOWN, ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929. (5.4') DENOTES ELEVATION IN FEET ABOVE MEAN SEA LEVEL.
- THE PROPERTY SHOWN HEREON IS SUBJECT TO THE RULES, REGULATIONS, ORDINANCES AND/OR JURISDICTIONS OF LOCAL, STATE AND/OR FEDERAL AGENCIES, IF ANY. THE REQUIREMENTS OF SAID REGULATIONS, ORDINANCES AND/OR JURISDICTIONS ARE NOT SHOWN HEREON UNLESS STATED OTHERWISE.
- BEARINGS SHOWN HEREON ARE BASED UPON THE DEED BEARING OF SOUTH 39°45'19" WEST, FOR THE WESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD RIGHT-OF-WAY AS SHOWN IN THE QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 9424, PAGE 0395 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
- THE PROPERTY SHOWN ON THIS SURVEY MAY CONTAIN WETLANDS SUBJECT TO JURISDICTION BY GOVERNMENTAL AGENCIES; THE LIMITS OF SAID WETLANDS, IF ANY, ARE NOT SHOWN HEREON.
- THE PONDS, 10" P.V.C. PIPE, UTILITY POLE AND OVERHEAD UTILITY LINES SHOWN HEREON INDICATE POSSIBLE EASEMENTS.
- THE FOLLOWING RECORD PLATS WERE USED IN THE PREPARATION OF THIS SURVEY:
WALTON WHITEHURST SUBDIVISION - DEED BOOK "G", PAGE 177
FUTRELL'S SUBDIVISION - PLAT BOOK 1, PAGE 4
CHARLES BURGHSTREAM'S SUBDIVISION - PLAT BOOK 1, PAGE 16
H.L. GRIDER'S SUBDIVISION - PLAT BOOK 5, PAGE 71.
SAID RECORD PLATS ARE DIFFICULT TO READ AND DEFICIENT IN GEOMETRY.
- THE FOLLOWING DATA WAS UTILIZED IN THE PREPARATION OF THIS SURVEY:
A RIGHT-OF-WAY AND TOPOGRAPHIC SURVEY BY FLORIDA DESIGN CONSULTANTS, CONTRACT NO. 967-0760-A, DATED AUGUST 1997.
A TOPOGRAPHIC SURVEY BY THE PINELLAS COUNTY PUBLIC WORKS LAND SURVEY DIVISION CONTRACT NO. 95006A, DATED APRIL 8, 1997.
A BOUNDARY SURVEY OF LOTS 6 AND 7, FUTRELL'S SUBDIVISION BY GEORGE F. YOUNG, INC. ORDER NO. 19304A, DATED DECEMBER 18, 1973.
TITLE SEARCH REPORT BY AMERICAN GOVERNMENT SERVICES CORPORATION CONTAINING CHAINS OF TITLE FOR EACH OF THE PARCELS SURVEYED FROM 1912 THROUGH JANUARY 6, 2015. AGS SEARCH NO. 2671-1.
PINELLAS COUNTY'S INTERACTIVE G.I.S. MAP OF A PORTION OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA.
- THE ACCURACY STANDARD FOR THIS SURVEY PER THE FLORIDA PROFESSIONAL STANDARDS OF PRACTICE, 5.4-17 IS COMMERCIAL/HIGH RISK; LINEAR 1 FOOT IN 10,000 FEET. THE ACCURACY OBTAINED BY MEASUREMENTS AND CALCULATION OF A CLOSED GEOMETRIC FIGURE FOR THIS SURVEY EXCEEDS THIS STANDARD.
- THE SOUTHERLY RIGHT-OF-WAY LINE OF TAMPA ROAD WAS ESTABLISHED USING FOUND FIELD MONUMENTATION.
- THE SOUTH 10' OF LOT 2 AND A PORTION OF LOT 3, FUTRELL'S SUBDIVISION REFERENCED AS PARCEL 3 IN THE PLAT OF SURVEY APPEAR TO BE R/W FOR TAMPA ROAD PER THE EXISTING FOUND FIELD MONUMENTATION.

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1 (C&M)	04°34'36"	2,212.89	179.16'	179.11'	S 37°31'20" W

LINE	BEARING	DISTANCE
L1 (C&M)	N 88°47'16" W	15.16'
L2 (C&M)	S 88°47'16" E	15.18'
L3 (C&M)	N 00°38'58" E	39.28'
L4 (C&M)	S 88°25'14" E	40.00'



PLAT OF SURVEY

LOTS 13, 15, AND 16, H.L. GRIDER'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 71, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND ALSO
THE WEST 100 FEET OF THE EAST 210 FEET OF LOT 10, BLOCK THREE (3), WHITEHURST'S SUBDIVISION, AS RECORDED IN DEED BOOK G, PAGE 117, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

AND ALSO
PARCEL 1:
THE WEST NINETY (90) FEET OF THE EAST THREE HUNDRED (300) FEET OF LOT TEN (10) IN BLOCK THREE (3), ACCORDING TO THE PLAT OF "A SUBDIVISION OF SOUTH HALF (S 1/2) OF LOT ONE (1) AND SOUTHEAST QUARTER (SE 1/4) OF SECTION TWO (2) AND NORTH HALF (N 1/2) OF SECTION ELEVEN (11) TOWNSHIP TWENTY-EIGHT (28) SOUTH, RANGE FIFTEEN (15) EAST, RECORDED FOR "WALTON WHITEHURST", AS RECORDED IN DEED BOOK "G" PAGE 177 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA;

PARCEL 2:
THE EAST ONE HUNDRED TEN (110) FEET OF LOT TEN (10) BLOCK THREE (3) ACCORDING TO PLAT OF "A SUBDIVISION OF SOUTH HALF (S 1/2) OF LOT ONE (1) AND SOUTHEAST QUARTER (SE 1/4) OF SOUTHWEST QUARTER (SW 1/4) OF SECTION TWO (2) AND NORTH HALF (N 1/2) OF SECTION ELEVEN (11) TOWNSHIP TWENTY-EIGHT (28) SOUTH, RANGE FIFTEEN (15) EAST, RECORDED FOR "WALTON WHITEHURST", AS RECORDED IN DEED RECORD "G" PAGE 177, RECORDS OF HILLSBOROUGH COUNTY, FLORIDA;

PARCEL 3:
THE SOUTH TEN FEET OF LOT TWO (2); AND ALL OF LOT THREE (3); ALL IN W. V. FUTRELL'S SUBDIVISION OF LOT NINE (9) IN BLOCK THREE (3) OF A SUB-DIVISION RECORDED FOR WALTON WHITEHURST, AND LOCATED IN THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION ELEVEN (11), TOWNSHIP TWENTY-EIGHT (28) SOUTH, RANGE FIFTEEN (15) EAST;

PARCEL 4:
LOTS 6 & 7, FUTRELL'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 4, RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, BEING OTHERWISE DESCRIBED AS FOLLOWS: FROM THE NORTH 1/4 CORNER OF SECTION 11, TOWNSHIP 28 SOUTH, RANGE 15 EAST, RUN SOUTH 00°10'39" WEST 1,320 FEET ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 11; THENCE NORTH 89°30'48" WEST 825.75 FEET ALONG THE SOUTH LINE OF LOT 5, BLOCK 3, W.T. WHITEHURST SUBDIVISION, RECORDED IN DEED BOOK G, PAGE 177, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH FUTRELL'S SUBDIVISION IS A REPLAT OF; THENCE RUN NORTH 0°24'08" EAST, 40 FEET TO THE SOUTHWEST CORNER OF LOT 7, FUTRELL'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 4, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 0°24'08" EAST 144 FEET; THENCE SOUTH 89°30'48" EAST 238.16 FEET TO A POINT 80 FEET NORTHWESTERLY OF AND PARALLEL TO THE CENTER LINE OF SEABOARD COAST LINE RAILROAD COMPANY'S MAIN TRACK; THENCE SOUTH 39°45'10" WEST 186 FEET; THENCE NORTH 89°30'48" WEST 120.22 FEET TO THE POINT OF BEGINNING;

PARCEL 5:
BURGHSTREAM SUB. PART OF THE WEST HALF OF BLOCK "S" LYING NORTH AND WEST OF THE RAILROAD RIGHT OF WAY, AS RECORDED IN PLAT BOOK 1, PAGE 16 OF HILLSBOROUGH COUNTY OF WHICH PINELLAS COUNTY WAS FORMERLY A PART;

PARCEL 6:
LOT 14 OF H. L. GRIDER'S SUBDIVISION, ACCORDING TO THE MAP THEREOF RECORDED IN PLAT BOOK 5, PAGE 71, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;

PARCEL 7:
THAT PART OF LOTS 17, 18, 19, 20, 21 AND 22, LYING WEST OF ATLANTIC COASTLINE RAILWAY RIGHT-OF-WAY OF GRIDER'S SUBDIVISION OF BLOCK "W" OF CHARLES BURGHSTREAM'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 71, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;

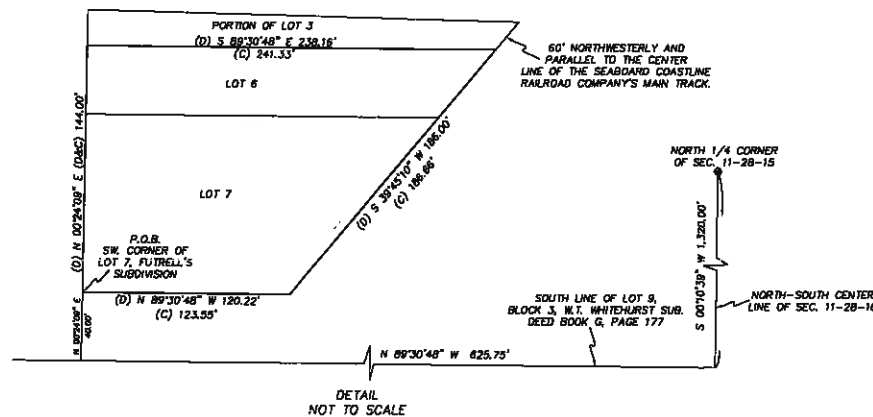
THE ABOVE DESCRIBED PROPERTY CONTAINS 5.04 ACRES MORE OR LESS.



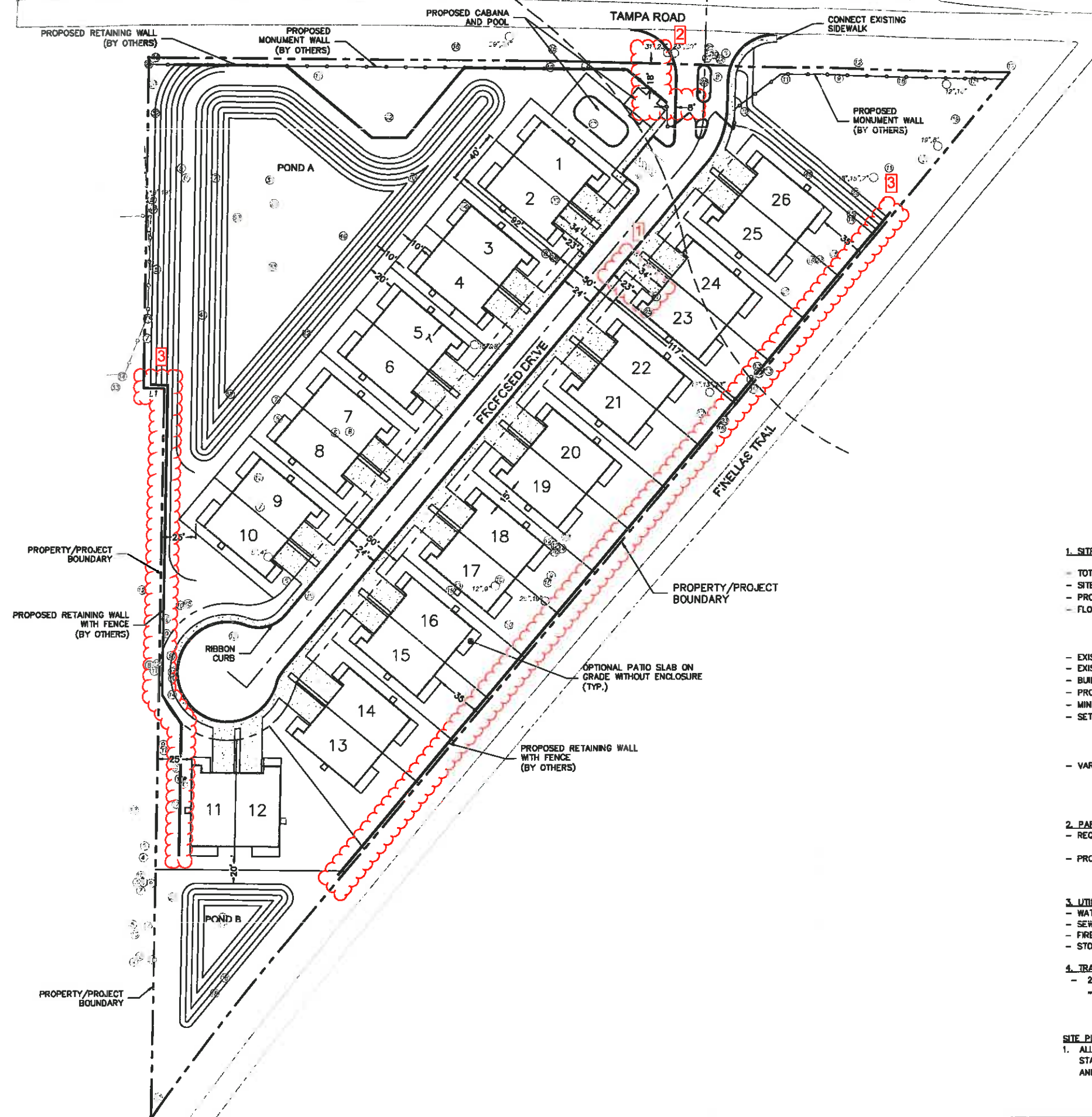
ASSUMED NORTH
0' 50' 100'

LEGEND

- (P) = PLAT
- PG. = PAGE
- FND. = FOUND
- RNG. = RANGE
- SEC. = SECTION
- TWP. = TOWNSHIP
- (D) = DEED DATA
- P.B. = PLAT BOOK
- R/W = RIGHT-OF-WAY
- (M) = MEASURED DATA
- (C) = CALCULATED DATA
- P.O.B. = POINT OF BEGINNING
- P.V.C. = POLY VINYL CHLORIDE
- O.R.B. = OFFICIAL RECORDS BOOK
- = UTILITY POLE
- Δ = SET NAIL & TAB PRECISION LB-6734
- ⊙ = SET 5/8" IRON ROD PRECISION LB-6734
- = CONCRETE
- = ASPHALT PAVING
- — — = OVERHEAD UTILITY LINE



2-26-10-15



0 20' 40'

SCALE:
HORZ: 1"=40'
IF SHEET IS LESS THAN 22"x34"
USE GRAPHIC SCALE

- ## 1. SITE DATA

REVISIONS		DATE	BY	REASON FOR CHANGE
6				
5				
4				
3				
2				
1				

**Engineering ~ Environmental
Water Resource**

4260 W. Linbergh Ave.
Tampa, Florida 33624

8043 Cooper Creek Blvd., Suite 210
University Park, Florida 34201

www.wrsengineering.com CA 0007653
Phone: 813.263.1150 FAX: 775.0771



OVERALL SITE PLAN

OZONA VILLAGE

ISSUED FOR: DRAFT

Plot Date: 8/11/2015
Datum: NAVD 88

Z-26.10.15



Google earth



Z-26-10-15

CASE SUMMARY
CASE NO. LU-27-10-15

PRC MEETING: September 14, 2015 @ 10:00 AM-1st Floor, Planning Conf Room

LPA HEARING: October 8, 2015 @ 9:00 AM-5th Floor, Board Assembly Room

BCC HEARING: November 24, 2015 @ 6:30 PM-5th Floor, Board Assembly Room

PPC HEARING: ?? @ 3:00 PM-5th Floor, Board Assembly Room

FINAL DETERMINATION BY: ??

APPLICANT'S NAME: PARC, Inc.

REQUEST: Land Use change from: Institutional
to: Commercial General

CASE DESCRIPTION: Approximately 2.1 acres located at the northwest corner of the intersection of 66th Street N and 58th Avenue N in the unincorporated area of Pinellas Park (32/30/16/69930/330/0303). A legal description is available in file upon request.

APPLICANT/ADDRESS: PARC, Inc.
3190 Tyrone Boulevard North
St. Petersburg, FL 33710

REP/ADDRESS: Timothy Hughes, Esq.
Shumaker, Loop & Kendrick, LLP
101 E. Kennedy Boulevard, Suite 2800
Tampa, FL 33602

NOTICES SENT TO: PARC, Inc., Timothy Hughes, Esq. Pinellas Park, Mike Meidel-Economic Development Council, DOT, Clint Herbic-Pinellas County School Board, BCC Office & Surrounding Owners

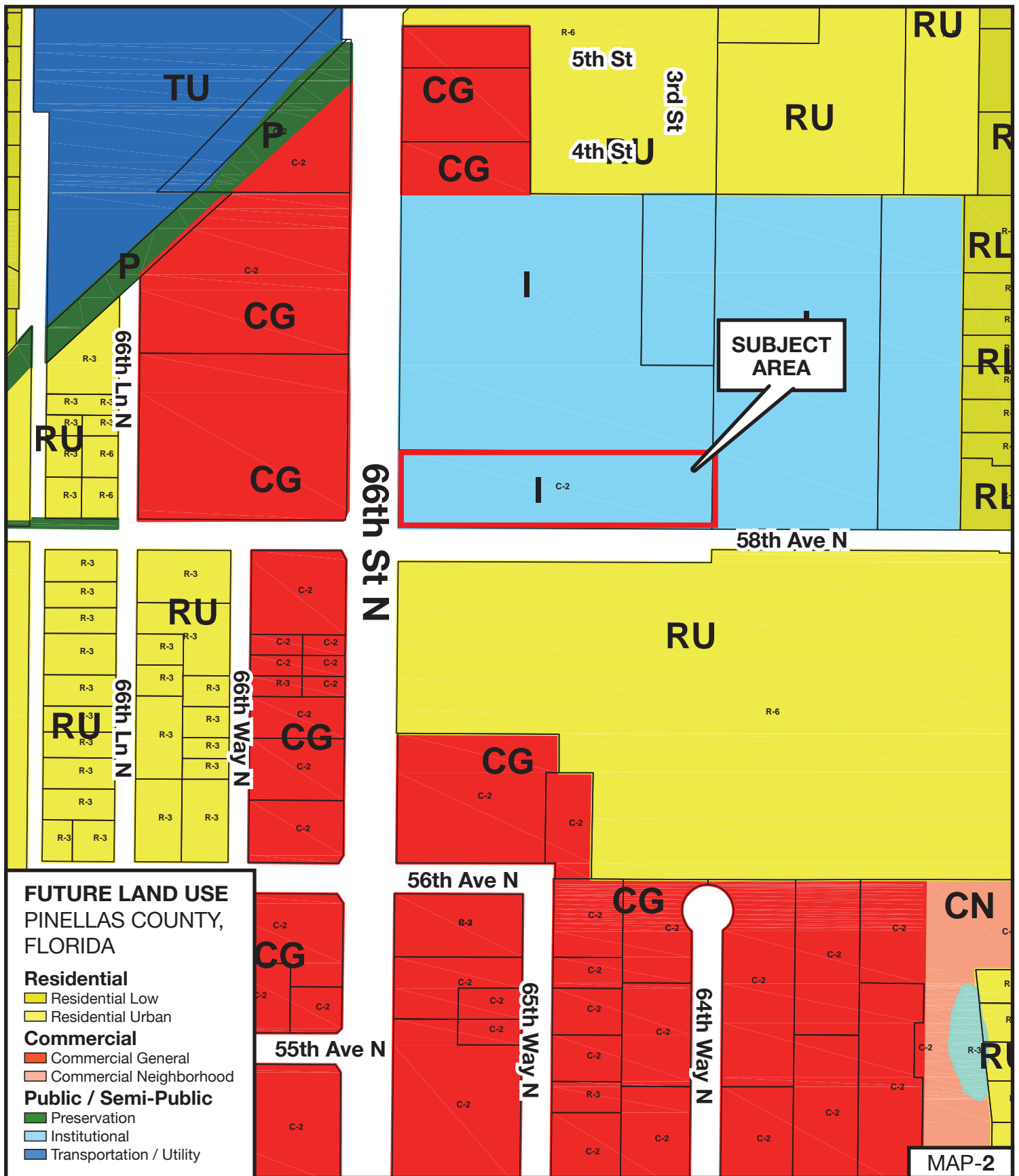
EXISTING USE: Retail Sales and Congregate Care Facility

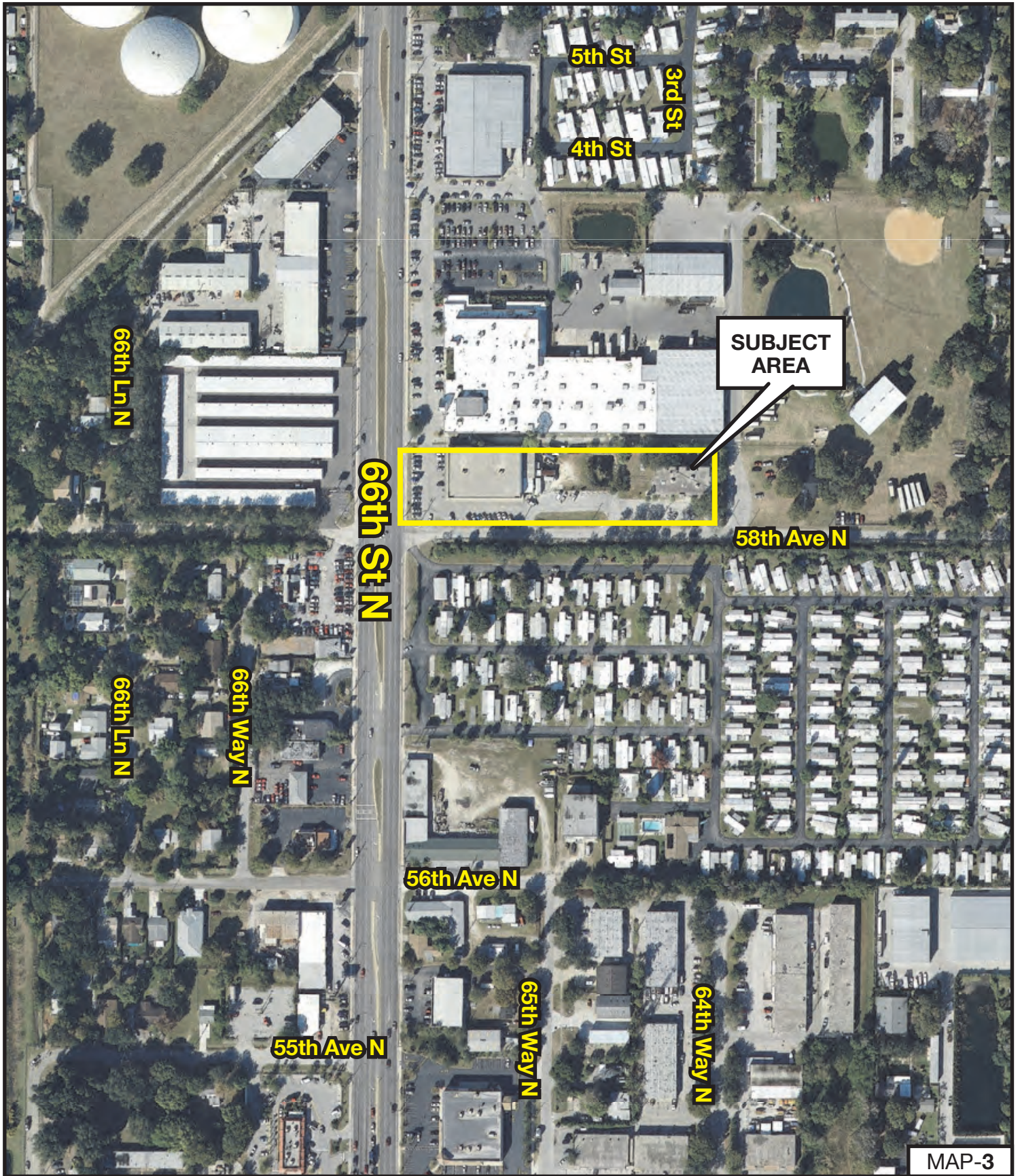
PROPOSED USE: Retail Sales and Congregate Care Facility

LAND USE: Institutional

ZONING: C-2

Z15-000020



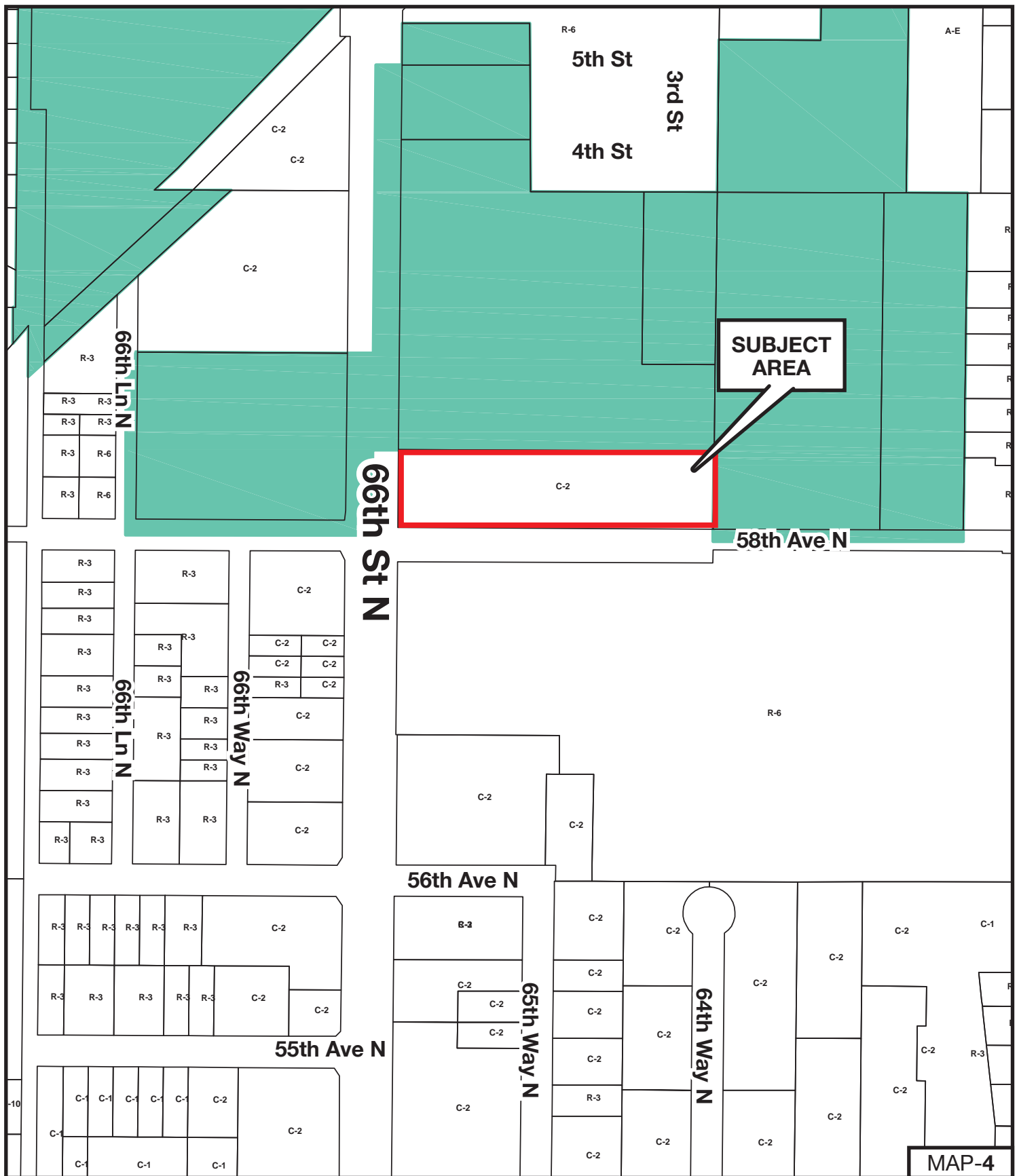


LU-27-10-15

Land Use From: Institutional
To: Commercial General

Parcel I.D. 32/30/16/69930/330/0303
Prepared by: Pinellas County Planning Department August 2015





MAP-4

LU-27-10-15

Land Use From: Institutional
To: Commercial General

Parcel I.D. 32/30/16/69930/330/0303

Prepared by: Pinellas County Planning Department August 2015



1. Owner: PARC, INC.
Mailing Address: 3190 Tyrone Boulevard North
City: St. Petersburg State: FL Zip Code: 33710-2919 Daytime Phone: (727) 345-9111
Email: Khiggins@parc-fl.org

2. Representative's Name: Timothy Hughes, Esq.
Company Name: Shumaker, Loop & Kendrick LLP
Mailing Address: 101 E. Kennedy Blvd. Suite 2800
City: Tampa State: FL Zip Code: 33602 Daytime Phone: (813) 221-7428
Email: thughes@slk-law.com

3. Disclosure information (This information must be supplied pursuant to County Ordinance No. 74-15):

- A. If the owner is a corporation, partnership, or trust, list all persons (i.e. partners, corporate officers, all members of the trust) who are a party to such as well as anyone who may have a beneficial interest in the property which would be affected by any ruling on their application.

Please see attached narrative which includes the requested information.

Specify interest held: _____

- B. Is there an existing contract for sale of subject property: _____ Yes ☒ No
If yes, list names of all parties to the contract including all partners, corporate officers, and members of any trust:

Is contract conditional or absolute? _____ Conditional _____ Absolute

- C. Are there any options to purchase on subject property? _____ Yes ☐ No
If so, list names of all parties to option including all partners, corporate officers and members of any trust:

4. This hearing is being requested to consider: Future Land Use Amendment from I to CG
5. Location of subject property (street address): 5825 66th Street North & 6525 58th Avenue North
6. Legal Description of Property: (attach additional documents if necessary)
(OR 4965, PG 42) THE SOUTH 1/4 OF FARM "C", BLOCK 30, IN SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 30 SOUTH, RANGE 16 EAST OF
PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGES 4 AND 5, PUBLIC RECORDS OF
HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, LESS THE WEST 15 FEET FOR STREET.
7. Size of Property: 161.71 feet by 605.34 feet, 2.246 acres
8. Present zoning classification: C-2
9. Present Land Use Map designation: I-Institutional
10. Date subject property acquired: 1/1980
11. Existing structures and improvements on subject property:
~~Retail/thrift shop (2-story) on western part of parcel fronting 66th Street and 2-story~~
congregate care facility designed for 30 residents on eastern part of parcel
12. Proposed structures and improvements will be:
~~Structures to remain intact with the exception of possible removal of 1-story building~~
(approximately 1078 sq ft) attached to retail/thrift shop.
13. !We believe this application should be granted because (include in your statement sufficient reasons in law and fact to sustain your position.) (If this request is for a determination of Vested Rights/Appeal Determination, applicants are advised to review the procedural and substantive requirements of Pinellas County Ordinances 89-32 and 89-69) (Attach a separate sheet if necessary).
- Please see attached narrative.
14. Has any previous application relating to zoning or land use on this property been filed within the last year?
Yes ☒ No When? In whose name?

Briefly state the nature and outcome of the hearing:

15. Does applicant own any property contiguous to subject property? _____ Yes ☒ No
If so, give complete legal description of contiguous property:

16. The following data and exhibits must be submitted with this application and they become a permanent part of the public records:

- a) Plat, if it will have particular bearing on the subject application.
- b) Certification of Ownership: submit a certificate of a duly licensed title or abstract company, or a licensed attorney-at-law, showing that each applicant is the present title holder of record.
(Warranty deeds, title insurance documents, tax receipts, etc. are not acceptable as proof of ownership.)
- c) Preliminary site plan will be required for conditional use applications only (as specified in the Zoning Ordinance, Section 605.301 - see attached).

CERTIFICATION OF OWNERSHIP

I hereby certify that I have read and understand the contents of this application, and that this application together with all supplemental data and information is a true representation of the facts concerning this request, that this application is made with my approval, as owners and applicant, as evidenced by my signature appearing below. It is hereby acknowledged that the filing of this application does not constitute automatic approval of the request and further that if the request is approved, I will obtain all necessary permits and comply with all applicable orders, codes, conditions and rules and regulations pertaining to the use of the subject property, while under my ownership. I am aware that attendance by me or my authorized representative at all public hearings relative to this request is required and that failure to attend may result in a denial of the request. It shall be my responsibility to determine time and location of all hearings.



***Signature of Owner or Trustee

Date: 8-17-15

STATE OF FLORIDA, COUNTY OF PINELLAS

Before me this 17 day of August, 20 15

personally appeared Karen Higgins
who, being duly sworn, deposes and says that the above is a true and correct certification.



(signature) NOTARY PUBLIC



(seal)

***Applications which are filed by corporations must bear the seal of the corporation over the signature of an officer authorized act on behalf of the corporation (Please note question #3).

PARC, INC.
APPLICATION FOR LAND USE CHANGE
SUPPLEMENTAL INFORMATION

PARC, Inc., is a non-profit organization whose mission is to provide opportunities for children and adults with developmental disabilities to exercise their independence and experience life to the fullest. Since 1953, PARC has grown into a large social service agency that serves more than 800 children and adults with developmental disabilities in the Tampa Bay area. PARC offers over 40 unique services and continues to be an advocate and a voice for individuals with developmental disabilities locally, statewide and nationally.

PARC purchased the subject property on December 31, 1979 to be developed as a congregate care facility for its residents. Since 1983, the subject property has been used as a congregate care facility (known as Curry Villa) designed to provide person-centered services for up to 30 adults with the potential for independence and self-reliance and as a thrift shop/retail store. The congregate care facility is located on the eastern part of the property fronting 58th Avenue North and the thrift shop/retail store is located on the western part of the property fronting 66th Street.

After many meetings with staff in order to explore a possible lot split of the subject property, it was determined that the existing uses are legal nonconforming uses as applied to the Institutional future land use designation. Congregate care facilities and retail or thrift shops are permitted uses within the C-2 zoning district; however, such district is not permitted within the Institutional future land use designation. The purpose of this change in land use designation from I-Institutional to CG-Commercial General is two-fold:

- (1) It will remove the nonconforming status of both uses (uses which were once permitted and have been in continuous existence since 1983); and,
- (2) It will allow for a lot split and possible future conveyance of that portion of the property used as a thrift shop/retail store.

The land use amendment should be granted in order to allow the congregate care facility and thrift shop/retail store to continue as lawful permitted uses. These uses have been in continuous existence since 1983, are permitted under the C-2 zoning district and are compatible and consistent with the pattern of development within this area.

PARC's Corporate Officers (Section 3.A)

Karen Higgins, President
Marcos Hasbun, Chairman
April Hill, Chair Elect
John Bilchak, Treasurer/Secretary
Pat Law, Chief Financial Officer
Paul Manfrey, Past Chair

CERTIFICATE OF TITLE

This is to certify that I am a member in good standing of The Florida Bar and that I have examined the public records, abstracts of title, title insurance policy, title insurance binder, or commitment relating to the title to the following described real property lying and being in Pinellas County, Florida, to wit:

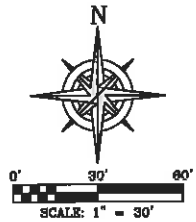
(OR 4965, PG 42) THE SOUTH 1/4 OF FARM "C", BLOCK 30,
IN SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 30 SOUTH,
RANGE 16 EAST OF PINELLAS FARMS, ACCORDING TO
THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGES
4 AND 5, PUBLIC RECORDS OF HILLSBOROUGH COUNTY,
FLORIDA, OF WHICH PINELLAS COUNTY WAS
FORMERLY A PART, LESS THE WEST 15 FEET FOR
STREET (the "***Property***")

and that based upon such examination, I certify that as of August 17, 2015, title to the aforesaid Property is vested in PARC, Inc., a Florida not-for-profit corporation (as successor by name change to The Pinellas Association for Retarded Children).



Timothy M. Hughes

Florida Bar No. 0174068



LEGEND	
A/C	AIR CONDITIONER
ADA	AMERICANS WITH DISABILITIES ACT
BDP	DETECTABLE SURFACE
BFPD	BACK FLOW PREVENTION DEVICE
(C)	CALCULATED
CB	CATCH BASIN
CBW	CONCRETE BLOCK WALL
CCR	CERTIFIED CORNER RECORD
E	CENTERLINE
CLF	CHAIN LINK FENCE
CONC	CONCRETE
C/T	CURB TILE
DP	DUCTAL IRON PIPE
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
EP	EDGE OF PAVEMENT
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
(F)	FIELD
FOR	FOUND CAPPED IRON ROD
FSM	FOUND CONCRETE MONUMENT
FIP	FOUND IRON PIPE
FIR	FOUND IRON ROD
FN&D	FOUND NAIL AND DISK
FOP	FOUND OPEN IRON PIPE
FPC	FLORIDA POWER CORPORATION (DOING BUSINESS AS DUKE ENERGY)
F/T	FENCE TIE IDENTIFICATION
(L)	LEGAL
LS	LICENSED BUSINESS
N	NUMBER
OH	OVERHEAD WIRES
OR	OFFICIAL RECORD BOOK
ORD	ORDINANCE
(P)	PLAT BOOK 7, PAGES 4-5
(P1)	PLAT BOOK 35, PAGE 67
PG	PLAT BOOK
PG	PAGE/PAGES
PLS	PROFESSIONAL LAND SURVEYOR
PSM	PROFESSIONAL SURVEYOR & MAPPER
PVC	POLY VINYL CHLORIDE
PVC	POLY VINYL CHLORIDE FENCE
R/T	REINFORCED TIE
RCP	REINFORCED CONCRETE PIPE
RWD	RECLAIMED WATER
RNG	RANGE
R/W	RIGHT-OF-WAY
SEC	SECTION
SCIR	SET CHAPPED IRON ROD
SCM	SANITARY CLEAN-OUT
SCM	SET CONCRETE MONUMENT
SN&D	SET NAIL AND DISK
SW/T	SIDEWALK TIE
TOS	TOP OF BANK
TOS	TOP OF SLOPE
TYP	TYPICAL
TWP	TOWNSHIP
VCP	VITRIFIED CLAY PIPE
WF	WOOD FENCE

66TH STREET NORTH - STATE ROAD 603

30' RIGHT-OF-WAY (P)

50' 1/2 RIGHT-OF-WAY (P)

WEST LINE OF SECTION 32-30-16

ORIGINAL LOT LINE (P)

LESS WEST 15' FOR STREET (L)

80' FRONT RIGHT-OF-WAY PER MAP (SEE NOTE #13)

CONCRETE WALK

ASPHALT DRIVE

0.5' CONC. CURB

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58TH AVENUE NORTH

30' RIGHT-OF-WAY (P)

50' 1/2 RIGHT-OF-WAY (P)

WEST LINE OF SECTION 32-30-16

ORIGINAL LOT LINE (P)

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