



PLANNING BOARD MEETING

CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

March 21, 2017
4:00

Call to Order
Pledge of Allegiance
Roll Call

- 1. Changes to the Agenda** – Agenda items to be added, moved or deleted will be addressed at this time. Items added will be assigned agenda item numbers and items that are moved will retain the same item numbers. A notation will be made that those items will be taken out of order.
- 2. Audience Comments** – Comments shall be limited to three minutes per person to issues not on the agenda.
- 3. Approval of Minutes**
- 4. Agenda Items**
 - a. ORDINANCE 2017-04** – An Ordinance of the City of St. Pete Beach amending chapter 82, traffic and vehicles, of the city of St Pete Beach code of ordinances, by amending section 82-244 – “D” Residential Parking Permits.

- b. Case #2017-0005:** 5750 Gulf Blvd. - Applicant requests conditional use approval for a temporary lodging use with building height greater than 50 feet and density above 30 units per acre, pursuant to Section 35.3(b)(1), 35.3(d)(2), and Sec. 39.6(p) of the Land Development Code.

5. Planning Board Adjourns and Re-convenes as the LPA

- a. DEVELOPMENT AGREEMENT** – An Agreement between the **City of St. Pete Beach**, Florida, authorized by Sections 163.3220-163.3243, Florida Statutes and the City's Land Development Code, Section 45.1-45.12, and the **RIA Coral Reef, Inc.**, will be considered for the improvement of the City's wastewater system.

6. Adjournment

APPEAL

APPEAL: Florida Statutes 286.0105 Notices of meetings and hearings must advise that a record is required to appeal. Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of the meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AMERICANS WITH DISABILITIES ACT: Florida Statutes 286.26. Accessibility of public meetings to the physically handicapped. In accordance with the Americans with Disabilities Act and Florida Statutes, persons needing special accommodations to participate in a meeting should contact City Hall at (727) 367-2735 no later than forty-eight (48) hours prior to the meeting for assistance.

Electronic media must be submitted a minimum of 24 hours in advance to cityclerk@stpetebeach.org

The public is cordially invited to attend.

All agenda material is available for review at City Hall.

**JOINT MEETING BETWEEN
PLANNING BOARD & BEACH STEWARDSHIP COMMITTEE
MINUTES**

JANUARY 17, 2017

4:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PLANNING BOARD

PRESENT:

Tiffany Secka, Chairwoman
Michael Lehman, Vice Chairman
Jack Ohlhaber, Member
Marvin Shavlan, Member
Linda Chaney, Member

BEACH STEWARDSHIP COMMITTEE

PRESENT:

Lenny Stamos, Vice Chair (entered the meeting at 4:06 p.m.)
Dan Rothenberger, Member
Michael Welch, Member

ABSENT:

Lynda Lind Fontana, Chairwoman
Janet Harris, Member

ALSO PRESENT:

Andrew Dickman, City Attorney
Jennifer Bryla, Community Development Director
Mike Clarke, Public Works Director
Mary Jo Murphy, Deputy City Clerk

1. Changes to the Agenda

There were no changes to the agenda.

2. Audience Comments

There were no audience comments.

3. Agenda Items

a. Joint discussion with Planning Board and Beach Stewardship Committee regarding biodegradable serveware

Ms. Bryla, Community Development Director, introduced Mike Clarke, Public Works Director, and commented that the meeting was requested by the Planning Board to discuss biodegradable serveware with the Beach Stewardship Committee.

Member Chaney began the discussion to develop an ordinance that would require biodegradable serveware on the beach.

At this point there was board discussion in regard to the following topics:

- ruling that requires everything that someone brings to the beach to be removed from the beach when leaving the beach
- no plastic straws
- paper cups vs. plastic cups
- review California ordinances
- enforcing the littering law
- research the impact on businesses/hotels for providing biodegradable serveware
- obtain expert advice
- document submitted by Vice Chairman Lehman entitled: “St. Pete Beach Florida-Beach Management Plan, Development Process Proposed Approach, Jeff A. Blair”
- consider beach goers
- signage: Leave Only Your Footprints
- beach cleanups

Mike Clarke, Public Works Director and liaison to the Beach Stewardship Committee, spoke in regard to the following: City picks up the garbage by a contract, beach raking, and encouragement of beach cleanups.

Jeff Fredrickson, Food and Beverage Director of the TradeWinds, spoke in regard to the following: hotel crews cleaning the beach, compostable serveware and biodegradable serveware.

Chairwoman Secka posed the question to the Beach Stewardship Committee members if they desired Mr. Clarke to proceed and present this to the City Commission. The three Beach Stewardship Committee members verbally agreed to proceed.

b. Beach Stewardship Committee adjourns

At approximately 4:33 p.m. the Beach Stewardship Committee adjourned, and a five-minute break was taken.

c. Planning Board Minutes for Acceptance: 10/18/16, 11/15/16 and 12/13/16

Member Ohlhaber made a motion to approve the October 18, 2016, November 15, 2016 and December 13, 2016 meeting minutes. The motion was seconded by Vice Chairman Lehman and unanimously approved by a roll call vote (5 yeses – 0 nos).

d. Ordinance 2016-19: Review and make recommendation to the City Commission to repeal and replace Division 20 of the Land Development Code, PAG Pass-A-Grille Overlay District.

Tara Salmieri, PlanActive Studio, gave a presentation to the board in regard to Ordinance 2016-19, reviewed a document entitled “PAG Overlay Timeline,” and reviewed the Historic Preservation Board’s four additions with their recommendation of approval.

There was board discussion with Ms. Salmieri in regard to Ordinance 2016-19.

Chairwoman Secka opened audience comments, and the following spoke in regard to Ordinance 2016-19:

Ralph Lickton, 1706 Pass-A-Grille Way
Jim Anderson, 301 41st Avenue
Bill Pyle, 6600 Sunset Way
Joe Caruso, 1301 Gulf Way

Chairwoman Secka asked for a motion and reviewed the following possible changes that were discussed:

- Section 20.07 (b), in line 29 insert the word “must” as follows: “...cannot exceed the existing developed square footage and must match the existing form and mass as...”
- Section 20.15, Permitted building types, BHS, Boutique Hotel district - once the structure meets the maximum height of 32 feet, that portion which is exceeding the maximum height would have to be set back 3 additional feet

In regard to a letter in the packet from Timothy W. Weber, Esq., to Andrew Dickman, Esq., dated December 27, 2016, Re: Ordinance 2016-19 Pass-A-Grille Form Based Code, Member Ohlhaber suggested to consider in the motion having City Attorney Dickman research and verify if any changes need to be made to the Comprehensive Plan.

City Attorney Dickman replied he would communicate with Mr. Weber and will look into Mr. Weber’s concerns or issues.

Vice Chairman Lehman made a motion to recommend approval of Ordinance 2016-19, an ordinance of the City of St. Pete Beach, Pinellas County, Florida repealing and replacing Division 20 of the Land Development Code, PAG Pass-A-Grille Overlay District, incorporating language as outlined in Exhibit A; providing for the repeal of ordinances or parts of ordinances in conflict; providing for severability; and providing for an effective date with the two items that were previously mentioned. The motion was seconded by Member Shavlan and unanimously approved by a roll call vote (5 yeses – 0 nos).

- e. Ordinance 2017-01: Review and make recommendation to the City Commission to repeal and replace Division 29 of the Land Development Code, Concurrency Management.**

Ms. Bryla reviewed Ordinance 2017-01 with the Planning Board members and noted the proposed following changes:

- removed the language concerning public school facilities and recreation components that are no longer mandated as part of a Comprehensive Plan requirement
- added language for a concurrency monitoring system
- Page 18; insert in the second to last sentence the following words: “Capacity reservation shall be valid for 18 months or in conjunction with a valid developer’s agreement.”

Chairwoman Secka opened board discussion in regard to recommending approval of Ordinance 2017-01. Hearing none, Chairwoman Secka opened audience comments.

Bill Pyle, 6600 Sunset Way, expressed his concerns in regard to the staff report for Ordinance 2017-01, page 2, CIE Policy 1.3.4 and the removal of the paragraph on page 9 of the ordinance, Sec 29.10 – Providing for adequate funding.

At this time there was further board discussion in regard to the CIE Policy 1.3.4.

Chairwoman Secka asked for any additional audience comments; hearing none, Chairwoman Secka closed audience comments.

Chairwoman Secka asked for a motion and reviewed the following possible changes that were discussed:

- Page 18; insert in the second to last sentence the following words: “Capacity reservation shall be valid for 18 months or in conjunction with a valid developer’s agreement.”

Member Ohlhaber made a motion to approve Ordinance 2017-01 with the one addition. The motion was seconded by Member Shavlan and unanimously approved by a roll call vote (5 yeses – 0 nos).

4. Other Items

There were no other items submitted.

5. Adjournment

There being no further business to come before the board, the meeting was adjourned at 6:24 p.m.

Attest:

Tiffany Secka, Planning Board Chairwoman

Chris Marone, Historic Preservation Board Chairman

Rebecca C. Haynes, City Clerk

Minutes approved by Historic Preservation Board on: _____

Minutes approved by Planning Board on: _____

Ordinance 2017-04

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, AMENDING CHAPTER 82, SECTION 82-244 OF DIVISION 4, OF THE CITY OF ST PETE BEACH CODE OF ORDINANCES; AMENDING THE LIMIT OF "D" DECALS PERMITTED FOR PURCHASE FOR VEHICLES REGISTERED TO A "D" PERMITTED ADDRESS; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach recognizes that parking availability on Pass-A-Grille side streets is limited; and

WHEREAS, the City Commission of the City of St. Pete Beach recognizes that several owners of property in Pass-A-Grille do not reside in the City full time, but have their cars registered in other states; and

WHEREAS, the City Commission encourages the protection of residential neighborhoods and the public health, safety, and welfare of residents and visitors.

WHEREAS, on _____, 2017, the Planning Board conducted a duly noticed public hearing on the proposed Code of Ordinance amendments; and

WHEREAS, on _____, 2017, the City Commission conducted a duly noticed first public hearing on the proposed Code of Ordinance amendments; and

WHEREAS, on _____, 2017, the City Commission conducted a duly noticed second public hearing on the proposed Code of Ordinance amendments and the City Commission approved the amendments.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. Recitals. The above recitals are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. Sec. 82-244. - "D" residential parking permits is hereby amended as follows:

A controlled parking residential area is hereby established, to include the streets listed in subsections 82-137(a)—(d), generally described as the residential side streets in Pass-a-Grille and the surrounding area.

- (1) Any resident of the city, as defined in section 82-1, who resides on ~~and who has a vehicle registered to~~ a "D" street as defined in subsections 82-137(a)—(d) and who

has a vehicle registered in their name shall be allowed to purchase a "D" parking permit for those vehicles, in the form of a decal, for a fee established by resolution of the city commission and listed in appendix A to this Code.

(2) Each dwelling shall also be allowed to purchase two temporary "D" hang tags per month for their visitors, not to exceed three consecutive months.

(3) Temporary "D" hang tags shall be valid for thirty (30) days from the date of purchase~~from the date of purchase to the same date of the next succeeding month~~, and shall not be purchased more than three months in advance. The date of purchase shall be plainly stamped on each permit.

(4) "D" parking decals shall be valid from the date of purchase~~January 1~~ through December 31 of the same ~~each~~ year. The purchase price of a parking decal shall not be prorated or reduced if the parking decal is purchased after January 1.

SECTION 3. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 6. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 7. Effective Date. This ordinance shall become effective immediately upon final passage and adoption.

[The remainder of this page is intentionally left blank]

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Deborah Schechner, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2017.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney



St. Pete Beach Planning Board

155 Corey Avenue
St. Pete Beach, FL 33706
727-367-2735

03/21/2017

Item Number
Ordinance #2017-04

Type of Application
Amendment to Chapter 82
of the Code of Ordinances

Applicant
City of St. Pete Beach

Location
City wide

Project Planner(s)
Jennifer Bryla, AICP,

Requested Action
Recommendation of
Approval of Ordinance
2017-04

Staff
Recommendation
Approval

Planning Board
3/21/2017

City Commission
First Reading (4/11/2017)

Final Reading (4/25/2017)

ITEM SUMMARY:

The City Commission amended the City's parking Ordinance (Chapter 82 of the Code of Ordinances) in March of 2016. That effort was undertaken in an effort to:

- 1) More clearly define the different types of parking permits issued by the City;
- 2) Simplify the posted times of restricted parking areas; and
- 3) Add application submittal requirements.

The City Commission also amended the Chapter 82 in September of 2016 to respond to some things that needed to be addressed regarding the "C" parking areas.

This Ordinance continues to respond to resident needs by treating the issuance of "D" parking decals similar to the "B" decals. The code currently recognizes that several of our citizens are residents of other states and as such have they may have their cars registered in other states. The "B" sticker requirement allows for a car to registered somewhere else as long as you have proof of ownership or occupancy of the house. The current "D" sticker criteria requires that all vehicles that obtain a "D" sticker, have their cars registered to that address. This Ordinance allows for the "D" decal criteria to be treated similar to the other decals.



Findings

In its review of the proposed application, staff has determined:

1. The proposed application is consistent with Florida Statutes.
2. The proposed application is consistent with the Pinellas County Regional Policy Plan.
3. The proposed application is consistent with the St. Pete Beach Comprehensive Plan.
4. The proposed application is consistent with the intent of the LDC.

PUBLIC NOTICE:

Notice of public hearing has been advertised as required by State Statutes. As of the date of this report, no oral or written comments have been received. Oral and written comments may be presented at the public hearing.

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE:

The proposed Ordinance is consistent with the City of St. Pete Beach's Comprehensive Plan, which does not regulate parking or give any guidance as to how parking regulations should be formulated.

The proposed Ordinance is also consistent with the Land Development Code, which regulates the form and location of parking spaces, lots, and structures. Specifically, Division 23 (Off-Street Parking and Loading) provides dimensional standards for parking areas, as well as dictates the number of parking spaces required for each type of use.

The goal of Chapter 82 of the Code of Ordinances is to compliment the regulations provided in Division 23 of the Land Development Code to make sure that business, residences, and visitors all have a place to park without conflict.

CITY COMMISSION:

The City Commission is scheduled to hear the Ordinance on March 28th, 2017 for first reading and final reading on April 11th, 2017.

STAFF RECOMMENDATION:

Upon review of the above guiding documents, staff recommends approval of Ordinance 2017-04 as presented.

Attachments

- (1) **Exhibit A** – Ordinance 2017-04
- (2) **Exhibit B** – Staff Report
- (3) **Exhibit C** – Chapter 82, Code of Ordinances with edits indicated in underline/~~striketrough~~

Chapter 82 - TRAFFIC AND VEHICLES¹¹

Footnotes:

--- (1) ---

Cross reference— Consumption or possession of open containers of alcoholic beverages in public places prohibited, § 6-5; identification of commercial vehicles required, § 26-2; emergency procedures during hurricanes, § 34-1; distribution of handbills restricted, § 46-1; noise regulations, § 46-131 et seq.; motor vehicle noise restrictions, § 46-147; skateboards and motorized vehicles restrictions in parks and recreation areas, § 58-6; streets and sidewalks, ch. 74; skateboarding prohibited, § 74-1; vehicles for hire, ch. 90; permits required for vehicles on the beach, § 94-73.

State Law reference— Municipal Home Rule Powers Act, F.S. ch. 166; Florida Uniform Traffic Control Law, F.S. ch. 316; restrictions on power of municipality to regulate traffic, F.S. §§ 316.006—316.008.

ARTICLE I. - IN GENERAL

Sec. 82-1. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commuter vehicle means a motor vehicle parked in a residential area by a person who is not a resident of the designated residential area.

Controlled parking residential area means a contiguous or nearly contiguous area containing streets or parts thereof primarily abutted by property which has a specific residential zone designation on the official zoning map and which is designated for restricted residential parking by the city manager, pursuant to criteria and procedures established in this division.

Dwelling means a room or group of rooms forming a single independent habitable unit used for or intended to be used for living, sleeping, sanitation, cooking, and eating purposes by one family only; for owner occupancy or for lease; and containing independent kitchen, sanitary and sleeping facilities. A dwelling does not include motels, hotels, and other transient accommodation uses.

Resident means a person who owns or leases real property for at least (6) six consecutive months within the city, as evidenced by a form listed in Sec. 82-2.

Residential parking permit means a special permit issued under this division for the privilege of parking on a street designated as a "controlled parking residential area."

Cross reference— Definitions generally, § 1-2.

Sec. 82-2. Requirements for issuance of parking permits.

The following shall be required at the time of issuance:

- (a) A valid driver's license.
- (b) Proof of residency in one of the following forms shall be required for all annual parking permits:
 - (1) Voter Registration Card
 - (2) Real Estate Tax Bill

- (3) Lease Agreement for a period of at least 6 consecutive months within the year of issuance
 - (4) Driver's License with current address
 - (5) Utility Bill with current address
 - (6) Three pieces of mail with current address
- (c) Proof of employment in one of the following forms shall be required for all annual parking permits for employees and owners of businesses in accordance with Sec. 82-202:
- (1) A current paycheck stub with the applicant's name,
 - (2) A letter signed by the owner of the business stating the applicant is currently employed at that location.
 - (3) A current business tax license issued by the City of St. Pete Beach that contains the applicant's name.
- (d) In the event that a resident cannot produce any of the above documents, the resident will immediately be referred to a supervisor who will assist the resident by looking for other possible ways to provide satisfactory proof of residency that may be approved by the Community Development Director.
- (e) Current vehicle registration shall also be required for issuance of all annual parking permits. Hang tags shall be exempt from this requirement.
- (f) Payment in accordance with Appendix A of this Code.

Sec. 82-3. - Penalty.

Except as otherwise provided, anyone violating the provisions of this chapter shall be punished according to the penalties set out in F.S. § 316.655.

(Code 1960, § 24-1; Ord. No. 216, § 10; Code 1983, § 21-4)

Sec. 82-4. - Unattended motor vehicles.

No person driving or in charge of any motor vehicle, except a licensed delivery truck or other delivery vehicle making deliveries, shall permit it to stand unattended without first stopping the engine, locking the ignition and removing the key. No vehicle shall be permitted to stand unattended upon any perceptible grade without stopping the engine and effectively setting the brake thereon.

(Code 1960, § 24-28(a); Ord. No. 216, § 4; Ord. No. 275, § 1; Ord. No. 399, § 2; Code 1983, § 21-22)

State Law reference— Similar provisions, F.S. § 316.1975.

Secs. 82-5—82-29. - Reserved.

ARTICLE II. - SPECIFIC STREET REGULATIONS^[2]

Footnotes:

--- (2) ---

Cross reference— Streets and sidewalks, ch. 74.

DIVISION 1. - GENERALLY

Sec. 82-30. - Traffic control devices.

All traffic control devices erected and in place on all city streets within the city as of April 1, 2006 shall be deemed valid for all purposes in the location where the same have been erected, and the violation of any such device by any person shall be deemed a violation of the applicable state control law pertaining to such device.

(Ord. No. 06-14, § 1, 4-25-06)

Sec. 82-31. - One way streets.

The following streets, roadways and avenues shall be designated as one way.

- (1) East Maritana Drive between 35th Avenue and 36th Avenue.
- (2) 22nd Avenue west bound between Gulf Way and Pass-A-Grille Way.
- (3) 16th Avenue west bound between Gulf Way and Pass-A-Grille Way.
- (4) 15th Avenue east bound between Gulf Way and Pass-A-Grille Way.
- (5) 9th Avenue east bound between Gulf Way and Pass-A-Grille Way.
- (6) El Centro south bound between 37th Avenue and 35th Avenue.
- (7) 10th Avenue westbound between Pass-A-Grille Way and Gulf Way.
- (8) Alley between 16th Avenue and 17th Avenue.

(Ord. No. 98-76, § 1, 12-15-98; Ord. No. 99-40, § 1, 8-3-99; Ord. No. 06-16, § 1, 5-9-06; Ord. No. 10-06, § 1, 5-25-10; Ord. No. 10-30, § 1, 9-28-10)

Secs. 82-32—82-60. - Reserved.

DIVISION 2. - SPEED LIMITS^[3]

Footnotes:

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Editor's note—Ord. No. 02-08, § 1, adopted Feb. 19, 2002, repealed former §§ 82-61—82-65, which pertained to posting; fifteen miles per hour; twenty miles per hour; twenty-five miles per hour; thirty-five miles per hour. Section 2 of said ordinance enacted provisions designated as § 82-61 to read as herein set out. See the Code Comparative Table.

State Law reference— Speed limits generally, F.S. §§ 316.183—316.1906; municipal authority as to speed limits, F.S. §§ 316.007, 316.008(1)(j), 316.189.

Sec. 82-61. - Speed limits.

- (a) The applicable speed limit for all city streets within the city shall be 30 miles per hour for all commercial areas and 25 miles per hour for all residential areas, unless otherwise provided by ordinance.
- (b) Notwithstanding subsection (a) hereof, the following speed limits shall be applicable on the following city streets:

20 mph:	
Gulf Way	From 1st Avenue to 22nd Avenue
44th Avenue	From Gulf Boulevard to Poinsettia Drive
41st Avenue	From Belle Vista Drive to Poinsettia Drive
Belle Vista Drive	From 39th Avenue to Oleander Way

- (c) The city manager shall post appropriate speed limit signs that meet the requirements of state law for all speed limits established in this section. All speed limits in effect at the time of adoption of this section shall remain effective unless amended hereby or hereafter by ordinance. It shall be unlawful for any person to exceed any speed limit established under this section.

(Ord. No. 02-08, § 2, 2-19-02; Ord. No. 06-14, § 2, 4-25-06)

Secs. 82-62—82-94. - Reserved.

DIVISION 3. - WEIGHT LIMITS

Sec. 82-95. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bus means any vehicle designed or operated for the transportation of persons, other than an ordinary automobile, station wagon, camper, motor home, truck as defined in this section or van with a capacity of carrying persons, rather than property, provided, further, that the carrying of luggage is not consistent with this definition.

Bus route means certain streets, as designated in this division, over and along which buses shall operate within the city during designated hours.

Deviating truck means any truck in the restricted vehicle classification which travels over a street other than a designated truck route.

Truck means any vehicle designed for the transportation of property in the following classifications:

- (1) Unrestricted vehicles (light/medium trucks) means pickups, vans and panels with a maximum length of 21 feet and a maximum gross vehicle weight (GVW) of 8,000 pounds and single-unit, single-rear-axle trucks with a maximum length of 35 feet and a maximum GVW of 35,000 pounds.
- (2) Restricted vehicles (heavy trucks) means single-unit, multi-rear-axle trucks with a maximum length of 40 feet and a maximum GVW of 60,000 pounds, including dumptrucks and concrete mixers, and all tractor-trailer and semitrailer combinations with a maximum length of 55 feet and a maximum GVW of 80,000 pounds.

Truck route means certain streets, as designated in this division, over and along which trucks in the restricted vehicle classification shall operate within the city during designated hours.

(Code 1960, § 24-7; Ord. No. 273, §§ 1—4; Ord. No. 294, § 1; Ord. No. 313, §§ 1—3; Ord. No. 82-49, § 1; Code 1983, § 21-3(a))

Cross reference— Definitions generally, § 1-2.

Sec. 82-96. - Truck routes and bus routes established; map.

There is established within the city a system of truck routes and bus routes as shown on a map on file in the office of the city clerk. Streets indicated as truck routes on the map, and no others, shall be used for truck traffic. The streets indicated as bus routes on the map, and no others, shall be used for bus traffic.

(Code 1960, § 24-7; Ord. No. 273, §§ 1—4; Ord. No. 294, § 1; Ord. No. 313, §§ 1—3; Ord. No. 82-49, § 1; Code 1983, § 21-3(b))

Sec. 82-97. - Posting of truck and bus routes; signs.

For the purpose of this division, the city manager shall cause truck routes to be clearly posted and shall cause bus routes to be clearly posted. The city manager is authorized to install appropriate signs along designated roadways to control truck operations and to control bus operations, in accordance with this division. Signs will conform to those shown in the Manual of Uniform Traffic Control Devices, and their use shall be as designated therein.

(Code 1960, § 24-7; Ord. No. 273, §§ 1—4; Ord. No. 294, § 1; Ord. No. 313, §§ 1—3; Ord. No. 82-49, § 1; Code 1983, § 21-3(f))

Sec. 82-98. - Enforcement; penalties.

Any person who shall violate this division shall be subject, upon conviction, to fine or imprisonment as provided in section 1-14. Such moneys, excluding those previously committed, shall be held in trust by the city for use in signing and for physical improvements to the city and to maintain facilities on the truck route system and on the bus route system.

(Code 1960, § 24-7; Ord. No. 273, §§ 1—4; Ord. No. 294, § 1; Ord. No. 313, §§ 1—3; Ord. No. 82-49, § 1; Code 1983, § 21-3(g))

Sec. 82-99. - Observance of truck routes and bus routes; exceptions.

- (a) All buses and all trucks in the restricted vehicles classification within the city shall be operated only over and along the bus routes and truck routes established pursuant to section 82-96.
- (b) This division shall not prohibit operation on streets of destination if authorized truck routes and bus routes are used until reaching the intersection nearest the destination point and such destination is proven upon request through possession of a valid and current delivery ticket or other dispatch order.
- (c) Authorized emergency vehicles are exempt from this division.
- (d) Detoured trucks on an officially established detour, if such trucks could lawfully be operated upon the street for which the detour is established, are exempted from this division.

(Code 1960, § 24-7; Ord. No. 273, §§ 1—4; Ord. No. 294, § 1; Ord. No. 313, §§ 1—3; Ord. No. 82-49, § 1; Code 1983, § 21-3(c))

Sec. 82-100. - Manner of utilization of bus routes and truck routes.

- (a) Bus traffic and truck traffic of outside origin. Bus traffic and truck traffic of outside origin shall be subject to the following:
 - (1) Inside destination point. All restricted buses and trucks entering the city for a destination point in the city shall proceed only over an established bus or truck route and shall deviate only at the intersection with the street upon which the traffic is permitted, nearest the destination point. Upon leaving the destination point, a deviating truck or bus shall return to the truck route by the shortest permissible route.
 - (2) Multiple inside destination points. All restricted buses and restricted trucks entering the city for multiple destination points shall proceed only over established bus routes or truck routes and shall deviate only at the intersection with the street upon which bus traffic or truck traffic is permitted, nearest the first destination point. Upon leaving the first destination point, a deviating truck or deviating bus shall proceed to other destination points by the shortest direction and only over truck routes or bus routes. Upon leaving the last destination point, a deviating truck or deviating bus shall return to the truck route or the bus route by the shortest permissible route.
- (b) Truck traffic or bus traffic of inside origin. Truck traffic or bus traffic of inside origin shall be subject to the following:
 - (1) Outside destination point. All restricted trucks or restricted buses on a trip originating in the city and travelling in the city for a destination point outside the city shall proceed to the nearest intersection of a designated bus route or a designated truck route and travel from that point to the city limits only over designated truck routes or designated bus routes.
 - (2) Inside designated points. All restricted buses or restricted trucks on a trip originating in the city and traveling in the city for destination points in the city shall proceed only over designated truck routes or designated bus routes.

(Code 1960, § 24-7; Ord. No. 273, §§ 1—4; Ord. No. 294, § 1; Ord. No. 313, §§ 1—3; Ord. No. 82-49, § 1; Code 1983, § 21-3(d))

Sec. 82-101. - Hours of operation; time of day restrictions.

Trucks and buses shall be able to travel upon truck routes or bus routes at all hours of the day unless duly authorized signs are installed limiting the hours of use on a particular street or portion of a street for either buses or trucks. Those streets which are designated as partially restricted bus routes or

truck routes shall be off limits to trucks or buses in the restricted classification during the hours of 6:00 p.m. to 6:00 a.m. Any restricted truck or restricted bus attempting to utilize a partially restricted truck route or partially restricted bus route during a restricted time period shall be regarded as a deviating truck or as a deviating bus.

(Code 1960, § 24-7; Ord. No. 273, §§ 1—4; Ord. No. 294, § 1; Ord. No. 313, §§ 1—3; Ord. No. 82-49, § 1; Code 1983, § 21-3(e))

Secs. 82-102—82-130. - Reserved.

ARTICLE III. - STOPPING, STANDING AND PARKING^[4]

Footnotes:

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Cross reference— Streets and sidewalks, ch. 74.

State Law reference— Municipal authority relative to stopping, standing and parking, F.S. §§ 316.007, 316.008(1)(a); stopping, standing and parking generally, F.S. §§ 316.1945—316.1967.

DIVISION 1. - GENERALLY

Sec. 82-131. - Parking at Don Vista Community Center.

- (a) The parking lot at the Don Vista Community Center shall be used for parking only by permit issued to persons who are using the community center. Persons not having a permit and using the community center are prohibited from parking in the center's parking lot.
- (b) The city shall post signs which provide, in some manner or form, that the parking lot at the Don Vista Community Center is reserved for parking for a vehicle whose operator has a permit and is using the community center. The signs may also provide for no parking for persons not using the community center.

(Code 1960, § 24-35; Ord. No. 341, §§ 1—3; Code 1983, § 21-21)

Sec. 82-132. - Special restrictions for buses and taxicabs.

The operator of a bus, including a tour bus of any kind, nature or description, wherein passengers are carried through the city or a taxicab shall not stop, stand or park upon any street in any district at any place or at any time other than at a bus stop or taxicab stand, respectively. However, this section shall not prevent the operator of any such vehicle from temporarily stopping in accordance with other stopping, standing or parking regulations at any place for the purpose of and while engaging in the expeditious unloading or loading of passengers.

(Code 1960, § 24-28(b); Ord. No. 216, § 4; Ord. No. 275, § 1; Ord. No. 399, § 2; Code 1983, § 21-23)

Sec. 82-133. - Parking on unimproved property.

- (a) It shall be unlawful for any person to park any motor vehicle on the unimproved property of another person where such property has been posted with a notice prohibiting parking. Any person who parks any motor vehicle on the unimproved property of another person shall have the burden of proving that permission or consent therefor has been granted, either by the owner of the property or by the city manager.
- (b) Penalties for violation of subsection (a) of this section shall be assessed in accordance with section 1-14.

(Code 1983, § 21-29; Ord. No. 84-35, §§ 1, 2, 7-17-84)

Sec. 82-134. - Parking within marked parking stalls.

- (a) Parking restrictions. The following shall apply wherever the city has provided marked parking stalls, either upon city streets or upon city-maintained parking areas, except as provided in subsection (b) of this section:
 - (1) All vehicles shall only be permitted to park within the marked stalls which have been provided on such streets or parking areas.
 - (2) No vehicle shall be entitled to be parked in more than one stall at any one time, unless its overall length is greater than the length of one stall.
 - (3) A vehicle must be parked with all of its wheels inside the parked stall unless, due to overall length as provided in subsection (a)(2) of this section, the vehicle's overall length is greater than the overall length of the provided stall.
 - (4) Only two vehicles shall be parked within a single stall at any one time.
 - a. When the stall is metered parking, only a single meter fee is required; however, both occupants shall be responsible to ensure that the meter fee is paid.
 - b. This subsection shall apply to both parallel and diagonal parking stalls.
 - (5) The city manager may waive the restrictions of this section in order to allow permitted special events or under such other circumstances as are deemed appropriate in the sole discretion of the city manager.
- (b) Exceptions. The city maintains a municipal boatramp situated at West Maritana and Casablanca, in the area between 30th and 35th Avenues, where the city has marked single vehicle parking stalls and installed metered parking. The restrictions provided in subsection (a) of this section shall not be applicable to metered stalls situated in this area for vehicles towing an attached boat trailer. One vehicle with attached boat trailer may occupy two marked parking stalls and pay only a single meter fee subject to the following:
 - (1) The vehicle and trailer are physically connected in the manner normally used for towing.
 - (2) The vehicle and the trailer occupy no more than two adjacent parking stalls.
 - (3) The regular meter fee shall be paid into the meter installed where the motor vehicle is parked. When the owner or operator of a motor vehicle with a boat trailer in tow complies with subsections (b)(1) and (2) of this section, no additional simultaneous meter fee would be required for the meter serving the stall occupied by the boat trailer.
 - (4) This exception shall apply only to parallel parking stalls.

(Code 1983, § 21-30; Ord. No. 84-60, §§ 1, 2, 12-18-84; Ord. No. 90-11, § 1, 6-19-90)

Sec. 82-135. - Parking in commercial district.

- (a) For the purpose of this section, the commercial business area is defined as Eighth Avenue in its entirety, east to west.
- (b) It shall be unlawful to park any vehicle between the hours of 8:00 a.m. and 8:00 p.m. on any day in any commercial business area for a period of longer than two hours where signs are officially posted. However, the city manager shall be authorized to further limit, restrict or prohibit parking within this area by the posting of official signs. The changing of the parked position of a vehicle from one parking space directly to another parking space within either side of the same street or roadway shall be deemed one continuous parking period. Vehicles displaying a valid "D" pursuant to section 82-239 of this chapter, city code permits are exempt from the limit of two hours.
- (c) The parking of any vehicle longer than the legal period of time as posted on official signs shall be unlawful and a violation of this section. No person shall cause, allow, permit or suffer any motor vehicle to be parked beyond the lawful or legal period of time permitted by subsection (a) of this section.

(Code 1983, § 21-31; Ord. No. 87-25, § 1, 7-21-87; Ord. No. 12-08, § 1, 5-22-12)

Sec. 82-136. - Parking of boats, campers and recreational and commercial vehicles on city rights-of-way.

The parking of boats, trailers, campers, recreational vehicles, commercial vehicles and trucks in excess of one ton cab weight shall be prohibited on any city rights-of-way between the hours of 12:00 midnight and 6:00 a.m. The city manager may waive this prohibition on a temporary basis where it is determined that such waiver is necessary.

(Code 1983, § 21-31; Ord. No. 95-34, § 1, 8-15-95; Ord. No. 03-14, § 1, 8-19-03)

Sec. 82-137. - Posted restricted parking zones.

- (a) The following city streets shall require a "D" permit for parking from 8:00 a.m. to 8:00 p.m. every on one side of the street, as designated on the city parking maps:

1st Avenue between Gulf Way and Pass A Grille Way;

12th Avenue thru 14th Avenue between Gulf Way and Pass A Grille Way;

17th Avenue thru 20th Avenue between Gulf way and Pass A Grille Way;

22nd Avenue between Gulf Way and Pass A Grille Way;

25th Avenue between Sunset Way and Pass A Grille Way;

27th Avenue thru 30th Avenue between Sunset way and Pass A Grille Way;

37th Avenue between Gulf Blvd. and El Centro;

Sunset Way between 23rd Avenue and 24th Avenue;

Sunset Way between 28th Avenue and 30th Avenue;

1st Avenue West between 31st Avenue and 32nd Avenue;

32nd Avenue between Sunset Way and the beach;

Casablanca Avenue at Cabrillo Avenue;

West Maritana Drive between Alahambra Street and South Maritana Drive;

South Maritana Drive between West Maritana Drive and Granada Street;

Alahambra Street between West Maritana and West Debazan Avenue;

West Debazen Avenue between East Debazen and South Maritana;

Debazen Avenue between Casablanca and Alahambra Street;

East Debazen between Alahambra Street and South Debazen Avenue;

Alfanzo Street between West Maritana Drive and West Debazen Avenue;

Granada Street between East Debazen Avenue and East Maritana Drive;

Barcelona Street between Debazen Avenue and East Maritana Drive;

Beach Plaza between 70th Avenue and 71st Avenue; and

Pass-A-Grille Way between 7th Avenue and 3rd Avenue;

18 parking spaces on the west side of Beach Plaza between 70th Avenue and 71st Avenue.

- (b) The following city streets shall require a "D" permit for parking from 8:00 a.m. to 8:00 p.m. every day on each side of the street, as designated on the city parking maps:

2nd Avenue to 5th Avenue;

Sunset Way between 24th Avenue and 25th Avenue;

Sunset Way between 22nd Avenue and 23rd Avenue;

32nd Avenue between 1st Street West and the beach; and

One parking space on the west side of Casablanca Avenue at Cabrillo Avenue.

- (c) The following city streets shall require a "D" permit for parking at any time every day on one side of the street, as designated on the city parking maps:

10th Avenue between Gulf Way and the alley before Pass-A-Grille Way;

11th Avenue between Gulf Way and Pass-A-Grille Way;

21st Avenue between Gulf Way and Pass-A-Grille Way;

23rd Avenue between Sunset Way and Pass-A-Grille Way; and

4 parking spaces on the south side of West Maritana Drive east of Casablanca Avenue;

36th Avenue between Gulf Boulevard and East Maritana Drive;

Casablanca Avenue between 37th Avenue and Pinellas Bayway;

East Maritana Drive between 37th Avenue and Pinellas Bayway.

- (d) The following city streets shall require a "D" permit for parking at any time every day on each side of the street, as designated on the city parking maps:

6th Avenue between Gulf Way and Pass-A-Grille Way; and

7th Avenue between Gulf Way and Pass-A-Grille Way.

- (e) The following city streets shall require a "B" permit for parking at any time every day on each side of the street, as designated on the city parking maps:

42nd Avenue between Belle Vista Drive and Poinsettia Drive; and

43rd Avenue between Belle Vista Drive and Moody Street.

- (f) The following city streets shall require a "B" permit for parking from 8:00 a.m. to 8:00 p.m. every day on one side of the street, as designated on the city parking maps:

18 parking spaces on the west side of Beach Plaza between 70th Avenue and 71st Avenue.

- (g) The following city streets shall require an "E" permit for parking from 8:00 a.m. to 8:00 p.m. every day on one side of the street, as designated on the city parking maps:

67th Avenue between Beach Plaza and Sunset Way; and

70th Avenue between Gulf Boulevard and Sunset Way; and

18 parking spaces on the west side of Beach Plaza between 70th Avenue and 71st Avenue.

- (h) The following city streets shall require an "E" permit for parking from 8:00 a.m. to 8:00 p.m. every day on each side of the street, as designated on the city parking maps:

68th Avenue to 70th Avenue between Beach Plaza and Sunset Way.

Beach Plaza between 70th Avenue and 71st Avenue

- (i) Parking in the locations designated on the following city streets shall be limited to thirty (30) minutes, as designated on the city parking maps:

3 parking spaces on the west side Pass-A-Grille Way south from 9th Avenue;

3 parking spaces on the north side of 10th Avenue west from Pass-A-Grille Way;

1 parking space on the east side of the 800 block of Gulf Way;

1 parking space on the east side of 1300 block of Gulf Way;

1 parking space on the south side of 26th Avenue west of Pass-A-Grille Way;

3 parking spaces on the north side of 32nd Avenue west of Pass-A-Grille Way; and the north side of the Don Vista Center.

- (j) Parking on each side of the following city street shall be limited to two (2) hours, between the hours of 8:00 a.m. and 6:00 p.m. every day, as designated on the city parking maps:

8th Avenue between Gulf Way and Pass-A-Grille Way. Vehicles displaying a valid "D" Permit are exempt from the limit of two hours.

- (k) Parking in the main Don Vista Center parking lot shall be prohibited unless an event is scheduled by the City at the Don Vista Center.

- (l) Parking on the west side of Gulf Way between 9th Avenue and 10th Avenue shall be limited to employees of the public concession stand at the beach.

- (m) Parking on one side of the following city streets shall be prohibited at any time, as designated on the city parking maps:

1st Avenue between Gulf Way and Pass-A-Grille Way;

10th Avenue to 22nd Avenue between Gulf Way and Pass-A-Grille Way;

23rd Avenue to 30th Avenue between Sunset Way and Pass-A-Grille Way;

32nd Avenue between 1st Street West and Pass-A-Grille Way;

El Centro at the Don Vista Center;

West Maritana Drive between Alahambra Street and South Maritana Drive;

South Maritana Drive between West Maritana Drive and Granada Street;

Alahambra Street between West Maritana and West Debazen Avenue;

West Debazen Avenue between East Debazen and South Maritana;

Debazen Avenue between Casablanca and Alahambra Street;

East Debazen between Alahambra Street and South Debazen Avenue;

Alfonzo Street between West Maritana Drive and West Debazen Avenue;

Granada Street between East Debazen Avenue and East Maritana Drive;

Barcelona Street between Debazen Avenue and East Maritana Drive;

Casablanca Avenue between 37th Avenue and Pinellas Bayway;

East Maritana Drive between 37th Avenue and Pinellas Bayway;

Belle Vista Drive between 41st Avenue and Belle Vista Drive East;

36th Avenue between El Centro and East Maritana Drive;

41st Avenue between Belle Vista Drive and Poinsettia Drive;

46th Avenue between Gulf Boulevard and the east end of Lido Park;

49th Avenue;

51st Avenue between Gulf Boulevard and the beach;

51st Avenue between Gulf Boulevard and the east end;

55th Avenue between Aloha Drive and Leilani Drive;

Boca Ciega Isle Drive at the entrance;

58th Avenue between Gulf Boulevard and 2nd Street East;

64th Avenue between Gulf Winds Drive and 430 64th Avenue;

Gulf Winds Drive between 2nd St. East and 71st Avenue;

64th Avenue to 73rd Avenue between Sunset Way and Gulf Boulevard;

Sunset Way between 23rd Avenue and 24th Avenue;

Sunset Way between 25th Avenue and 26th Avenue;

Sunset Way between 29th Avenue and 30th Avenue;

Sunset Way between 64th Avenue and 67th Avenue;

1st Street West between 31st Avenue and 32nd Avenue;

Casablanca Avenue between 37th Avenue and Cabrillo Avenue;

78th Avenue to 87th Avenue between Blind Pass Road and Boca Ciega Drive; and Corey Circle.

- (n) Parking on each side of the following city streets shall be prohibited at any time, as designated on the city parking maps:

Pass-A-Grille Way between 13th Avenue and 32nd Avenue;

14th Avenue to 20th Avenue between Pass-A-Grille Way and the east end;

30th Avenue between Sunset Way and the beach;

31st Avenue between Sunset Way and Pass-A-Grille Way;

2nd Street West;

Cabrillo Avenue;

West Maritana Drive between Casablanca Avenue and Alahambra Street;

Belle Vista Drive between 44th Avenue and 41st Avenue;

37th Avenue between Gulf Blvd. and east Maritana;

44th Avenue between Gulf Boulevard and Moody Street;

45th Avenue between Gulf Boulevard and 2nd Street East;

Lido Drive between 1st Street East and 2nd Street East

Punta Vista Drive;

Boca Ciega Isle Drive between Plaza Way and 520 Boca Ciega Isle Drive;

52nd Avenue between Gulf Boulevard and the beach;

55th Avenue between Gulf Boulevard and Aloha Drive;

Aloha Drive;

59th Avenue between Gulf Boulevard and Bimini Way;

Gulf Winds Drive between 2nd St. East and Gulf Blvd.;

64th Avenue between 1st Palm Point Street and 425 64th Avenue;

64th Avenue between Gulf Blvd. and Gulf Winds Drive;

67th Avenue between Gulf Blvd. and Gulf Winds Drive;

Sunset Way between 70th Avenue and 71st Avenue;

1st Street East between Lido Drive and 45th Avenue;

2nd St. East between Lido Drive and 45th Avenue;

2nd St. East between 60th Avenue and Gulf Winds Drive.

- (o) Parking on one side of the following city streets shall be limited to the time for which payment of the parking fee has been made, between the hours of 8:00 a.m. and 8:00 p.m. every day, as designated on the city parking maps:

Pass-A-Grille Way between 1st Avenue and 7th Avenue;

Casablanca Avenue between Pinellas Bayway and Cabrillo Avenue;

51st Avenue between Gulf Boulevard and the beach;

67th Avenue between Beach Plaza and Sunset Way;

Sunset Way between 68th Avenue and 70th Avenue;

Gulf Winds Drive between 64th Avenue and 2nd St. East;

64th Avenue between Gulf Blvd. and Sunset Way;

Sunset Way between 64th Avenue and 66th Avenue;

66th Avenue between Gulf Blvd. and Sunset Way.

- (p) Parking on each side of the following city streets shall be limited to the time for which payment of the parking fee has been made, between the hours of 8:00 a.m. and 8:00 p.m. every day, as designated on the city parking maps:

Gulf Way;

Pass-A-Grille Way between 7th Avenue and 12th Avenue unless otherwise posted; and

Beach Plaza between 67th Avenue and 70th Avenue.

- (q) Parking on the north side of 10th Avenue between Gulf Way and Pass-A-Grille Way shall require a "D" permit for parking at any time every day, or shall be limited to patrons of the museum, unless otherwise posted, as designated on the city parking maps.

- (r) Parking on the following city streets and parking lots shall be limited as hereafter designated, as shown on the city parking maps:

Lazarillo Park-Parking shall be for park users only;

Lido Park-45th Avenue Lot-Parking shall be for park users only;

Lido Park-46th Avenue Lot-Parking shall be for park users only, with the exception of four parking spaces designated "B" Permit Required from 8:00 a.m. to 8:00 p.m.;

Don Boat Ramp-"D" Permit or "B" Permit required with attached boat trailer, or any vehicle with attached boat trailer subject to payment of designated parking fee from 8:00 a.m. to 8:00 p.m.;

County Park-Parking is subject to payment of designated parking fee at any time.

44th Avenue Parking Lot-Five parking spaces designated "B", "D", or "E" Permit required; Two parking spaces designated "B" Permit Required "3" hour limit; One parking space designated "3" hour limit.

Ron McKenney Park-Parking shall be for park users only;

Sunset Park - "B" Permit required from 8:00 a.m. to 8:00 p.m. on the waterfront side;

Egan Park/Captiva Circle

North side: No parking

East side: Two waterfront parking spaces designated "Car parking only 24 hour limit"; 16 waterfront parking spaces designated "Vehicle with attached boat trailer only" and subject to payment of designated parking fee at anytime. Parking fee and vehicle with boat trailer attached restriction waived during adult softball games for the six southernmost waterfront spaces.

South Side-East end of Captiva Circle: Four parking spaces designated "No vehicle with boat trailer attached parking at anytime." South Side of Captiva Circle-Designated "No Parking Anytime."

Egan Park gravel parking lot-"B" permit required for Vehicle with attached boat trailer."

Don Vista Parking Lot

South side: Don Vista parking only, and

North side: 15 spaces, Don Vista parking only.

- (s) Parking in the locations designated on the following city streets shall be limited to 15 minutes, as designated on the city parking maps:

Corey Avenue parking spaces directly in front of the Post Office.

- (t) The following city streets shall require a "B" permit for parking from 9:00 a.m. to 5:00 p.m. Saturdays, Sundays and holidays on one side of the street, as designated on the city parking maps:

Gulf Winds Drive between 64th Avenue and Bay St;

64th Avenue between Gulf Winds Drive and First Palm Point.

- (u) The following city streets shall require a "B" permit for parking from 9:00 a.m. to 9:00 p.m. Saturdays, Sundays and holidays on each side of the street, as designated on the city parking maps:

64th Avenue between 425 64th Avenue and the east end of 64th Avenue;

67th Avenue between Gulf Winds Drive and Bay St;

Bay St. between Gulf Winds Drive and 64th Avenue;

First through Fourth Palm Points Streets.

(Ord. No. 07-18, § 1, 6-12-07; Ord. No. 07-35, §§ 1—8, 10-23-07; Ord. No. 08-43, §§ 1—3, 12-16-08; Ord. No. 09-08, §§ 1, 2, 5-26-09; Ord. No. 10-07, §§ 1—5, 5-25-10; Ord. No. 10-19, §§ 1—3, 7-27-10; Ord. No. 11-02, § 1, 1-25-11; Ord. No. 11-11, § 1, 4-26-11; Ord. No. 12-07, §§ 1—7, 5-22-12; Ord. No. 12-09, § 1, 6-26-12; Ord. No. 14-03, § 1, 4-22-14; Ord. 14-07, §§ 1—4, 9-10-14; Ord. No. 15-03, § 11, 5-26-15)

Secs. 82-138—82-165. - Reserved.

DIVISION 2. - ENFORCEMENT

Sec. 82-166. - Separate offenses for overtime or prohibited parking.

Any overtime parking or parking prohibited violation shall constitute a separate offense for every two hours that the motor vehicle remains in violation of such parking regulation. Any officer may ticket a motor vehicle parked in violation of this article or other city parking ordinances for each successive two-hour violation.

(Code 1960, § 24-28(d); Ord. No. 216, § 4; Ord. No. 275, § 1; Ord. No. 399, § 2; Code 1983, § 21-24)

Sec. 82-167. - Notice on illegally parked vehicle.

- (a) Whenever any motor vehicle without driver is found parked, stopped or standing in violation of any of the restrictions imposed by ordinance, the officer finding such vehicle shall take its registration number and may take any other information displayed on the vehicle which may identify its user. The officer shall conspicuously affix to such vehicle a traffic citation or notice in writing for the driver to answer the charge within such time specified on the traffic citation or notice and at such place as designated on the traffic citation or notice.
- (b) Any person issued a parking ticket by an officer shall be deemed to be charged with a noncriminal violation and shall comply with the directions on the ticket. A civil penalty in the amount set forth in section 82-171 of this chapter shall be imposed against the person issued the ticket. If payment is not received or a response to the ticket is not made within the time period specified on the ticket, the city shall notify the registered owner of the vehicle which was cited, by mail to the address given on the motor vehicle registration, of the ticket. Mailing the notice to this address shall constitute notification. Upon notification, the registered owner shall comply with the city's directive. Any person who fails to satisfy the city's directive shall be deemed to waive the right to pay the applicable civil penalty. Notwithstanding the foregoing, the city may take any action deemed necessary to collect any outstanding civil penalties against any person, in any manner allowed by law. The city manager or his/her designee may dismiss parking citations under certain extenuating circumstances. These circumstances may include, but are not limited to, an improperly displayed permit or meter receipt when a valid permit or receipt is later produced, disabled vehicle, verified official city business, ambulance transport, Sheriff's department undercover vehicles, utility service providers, or verified meter malfunction.
- (c) Any person who elects to appear before a designated official to present evidence shall be deemed to have waived his right to pay the civil penalty provisions of the ticket. The official, after a hearing, shall make a determination as to whether a parking violation has been committed and may impose a civil penalty not to exceed \$100.00 plus court costs. Any person who fails to pay the civil penalty within the time allowed by the court shall be deemed to have been convicted of a parking ticket violation, and the court shall take appropriate measures to enforce collection of the fine.

(Code 1960, §§ 24-28(c), 24-29; Ord. No. 216, §§ 4, 5; Ord. No. 275, § 1; Ord. No. 399, § 2; Ord. No. 80-35, § 1; Code 1983, § 21-25; Ord. No. 85-25, § 1, 5-7-85; Ord. No. 2004-27, § 1, 11-23-04)

State Law reference— Parking tickets, F.S. §§ 316.1967, 316.650.

Sec. 82-168. - Evidentiary presumption.

- (a) In any prosecution charging a violation of any section of this article or any ordinance governing the stopping, standing, parking or operating of a vehicle, proof that the particular vehicle described in the complaint was parked or operated in violation of any such ordinance or regulation, together with proof that the defendant named in the complaint was at the time of such parking or operating the registered owner of such vehicle, shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who stopped, stood, parked or operated such vehicle at the point where and for the time during which such violation occurred.
- (b) The owner of a vehicle is responsible and liable for payment of any parking ticket violation unless the owner can furnish evidence that the vehicle was, at the time of the parking violation, in the care, custody, or control of another person. In such instances, the owner of the vehicle is required, within a reasonable time after notification of the parking violation, to furnish to the city an affidavit setting forth the name, address, and driver's license number of the person who leased, rented or otherwise had the care, custody or control of the vehicle. The affidavit submitted pursuant to this subsection shall be admissible in a proceeding charging a parking ticket violation and shall raise the rebuttable presumption that the person identified in the affidavit is responsible for payment of the parking ticket violation. The owner of a vehicle is not responsible for a parking ticket violation if the vehicle involved was, at the time, stolen or in the care, custody or control of some person who did not have permission of the owner to use the vehicle.

(Code 1960, § 24-30; Ord. No. 216, § 6; Code 1983, § 21-26)

State Law reference— Similar provisions, F.S. § 316.1967(1).

Sec. 82-169. - Parking violation hearings.

- (a) A hearing may be requested by the person receiving a citation under this division of the cited vehicle's registered owner for the purpose of presenting evidence before a traffic hearing officer concerning an alleged parking violation. Any person requesting a hearing shall execute a statement on a form prepared by the city indicating his or her willingness to appear at such hearing at a time and place specified thereon. If a hearing is not requested, in writing, within 15 days of the issuance of the citation, the right to a hearing shall be deemed waived and no further hearing on the violation shall be required. The city commission shall designate one or more hearing officers from time to time to conduct hearings as provided herein. Said hearing officers shall be attorneys, members in good standing of the Florida Bar and shall have been practicing law in the State of Florida for at least five years.
- (b) All hearings under this section shall be conducted insofar as practical in accordance with the Florida Evidence Code. However, the general nature of the hearing shall be conducted in an informal manner. All irrelevant, immaterial or unduly repetitious evidence shall be excluded, but all other evidence of a type commonly relied upon by reasonable and prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in a trial in the courts of Florida. Any part of the evidence may be received in written form and all testimony of parties and witnesses shall be made under oath. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. Any interested party or person may make application and upon good cause shown may be allowed by the hearing officer, in the reasonable exercise of such officer's discretion, to intervene in a pending proceeding. At the conclusion of the hearing, the hearing officer may dismiss the citation or issue an appropriate fine in accordance with this division. All orders shall be in writing and shall be signed and dated by the hearing officer. Such fine may be collected by the city in any manner allowable by law. An order of the hearing officer may be appealed by any party receiving an adverse ruling by filing a petition for writ of certiorari in the circuit court within 30 calendar days from the date the order was issued.

(Code 1960, § 24-31; Ord. No. 216, § 7; Code 1983, § 21-28; Ord. No. 04-27, § 2, 11-23-04)

Sec. 82-170. - Notice of excessive parking violations to state.

The clerk of the court or the traffic violations bureau shall supply the state department of highway safety and motor vehicles with a magnetically encoded computer tape reel or cartridge or send by other electronic means data which is machine readable by the installed computer system at the department, listing persons who have three or more outstanding parking violations, including violations of F.S. § 316.1955 or F.S. § 316.1956. The state department of highway safety and motor vehicles shall mark the appropriate registration records of persons so reported. The provisions of F.S. § 320.03(8) shall apply to each person whose name appears on such list.

State Law reference— Authority to adopt, F.S. § 316.1967(6).

Sec. 82-171. - Fines for violations.

The following fines shall be charged for certain parking violations:

		After 15 days
(1) Overtime parking	\$30.00	\$45.00
(2) Improper parking	\$30.00	\$45.00
(3) Double parking	\$40.00	\$55.00
(4) No parking zone	\$30.00	\$45.00
(5) Motor running, unattended	\$30.00	\$45.00
(6) Keys in ignition	\$30.00	\$45.00
(7) Other	\$30.00	\$45.00
(8) Parking for space reserved for disabled persons:	\$255.00	\$270.00
(9) Parking in front of fire hydrant:	\$100.00	\$115.00
(10) Parking on streets or lots restricted to specific permit parking:	\$40.00	\$55.00

(Code 1960, § 24-28.1; Ord. No. 409, § 1; Ord. No. 82-43, § 1; Code 1983, § 21-27; Ord. No. 84-41, § 1, 9-5-84; Ord. No. 84-59, § 1, 12-4-84; Ord. No. 85-35, § 1, 8-6-85; Ord. No. 86-14, § 1, 6-3-86; Ord. No. 86-49, § 1, 10-21-86; Ord. No. 99-45, § 1, 8-17-99; Ord. No. 01-40, § 1, 11-20-01; Ord. No. 09-27, § 1, 10-27-09; Ord. No. 11-27, § 1, 9-27-11)

State Law reference— Parking in space reserved for disabled person, F.S. §§ 316.1955, 316.1956.

Secs. 82-172—82-200. - Reserved.

DIVISION 3. - METERED PARKING

Sec. 82-201. - Time limits.

When parking meters are erected on any public thoroughfare giving notice thereof, no person shall stop, stand or park a vehicle in any metered parking zone for a period of time longer than designated by the parking meters upon the deposit of a coin of United States currency of the designated denomination.

(Code 1960, § 24-27; Ord. No. 216, § 3; Code 1983, § 21-41(a); Ord. No. 85-47, § 1, 9-17-85)

Sec. 82-202. – “B” parking decals.

- (a) “B” parking decals, exempting the holder from parking meter fees, may be issued to the following persons:
- (1) Any resident of the city, as defined in Sec. 82-1, or nonresident owning property within the city may purchase a parking decal for a fee established by resolution of the city commission and listed in appendix A to this Code.
 - (2) City employees, board members and volunteers shall be provided with one free parking decal for their personal use by the city manager. Non-resident city employees may purchase one additional decal at the resident rate.
- (b) Not more than two parking decals shall be issued per dwelling, as defined in Sec. 82-1, for any class of persons described in subsection (a) of this section. Decals shall not be transferrable.
- (c) Parking decals shall be valid from January 1 through December 31 of each year. The purchase price of a parking decal shall not be prorated or reduced if the parking decal is purchased after January 1.
- (d) The city manager shall establish rules and regulations regarding the use of parking decals.
- (e) Each owner and full-time or part-time employee of on-premise businesses located on a street south of 31st Avenue or located on Beach Plaza shall be permitted to purchase one (1) parking decal with valid proof of employment or ownership in a form listed in Sec. 82-2.

(Ord. No. 82-32, §§ 1—4; Ord. No. 83-15; Code 1983, § 21-43; Ord. No. 85-60, § 1, 12-3-85; Ord. No. 95-42, § 1, 10-17-95; Ord. No. 03-05, § 1, 2-18-03)

State Law reference— User fee authorized, F.S. § 166.201.

Sec. 82-203. - Parking permits.

(a) Gulf Way and Eighth Avenue. "A" hang tag permits may be issued for Gulf Way and Eighth Avenue as follows:

- (1) Each owner of real property legally used as a residence or lodging in Pass-a-Grille, which abuts a street upon which the city has installed parking meters along the frontage of that real property or Eighth Avenue is entitled to purchase a permit exempting the holder thereof from the payment of parking meter fees anywhere within the Pass-a-Grille area.
- (2) Incorporated by reference in this subsection is exhibit B to this section, which is on file in the city clerk's office, which is a survey of "permits needed" for houses and apartments having street addresses on Gulf Way from First Avenue to 22nd Avenue and Eighth Avenue. Each owner of real property as set forth in exhibit B shall be entitled to purchase, at a cost established by resolution of the city and listed in appendix A to this Code, the following:
 - a. A number of permits equal to one-half of the number of the indicated "permits needed" per house or apartment.
 - b. Additional permits up to the total number of units.
 - c. If a street address has only one unit, a permit may be purchased for that unit.
 - d. Notwithstanding the provisions of exhibit B as cited above, each property on Gulf Way is entitled to a minimum of two permits.
- (3) Each property that qualifies under this subsection shall be authorized to receive as many permits as are necessary to meet the off-street parking requirements required by Division 23 of the Land Development Code.
- (4) These permits shall be controlled in such a way to restrict their use only to the property owners and bona fide guests residing on the property subject to receipt of the permits.
- (5) Permits shall be valid for the period from January 1 through December 31 of each year or any part thereof. Permits shall be renewed annually, and the city official administering this subsection shall maintain books and records on the collection of fees and issuance of permits.
- (6) Only vehicles displaying a permit obtained under this subsection shall be exempt from parking meter fees in the areas designated by this subsection. Vehicles displaying the permits issued under this subsection shall be entitled to park without payment of meter fees at parking metered spaces within Pass-a-Grille only.
- (7) The city may adopt reasonable rules and regulations necessary for the administration and enforcement of this subsection and may amend the survey referred to in subsection (a)(2) of this section from time to time as may be necessary or appropriate.
- (b) Vehicles utilized by persons attending services at the Pass-a-Grille Community Church shall be exempt from parking meter fees on 16th Avenue in Pass-a-Grille on Sundays between the hours of 7:00 a.m. and 1:00 p.m., and at such other times as specifically authorized by the city manager.

The Pass-a-Grille Community Church may also purchase temporary "B" hang tags at the cost of \$2.00 per permit. These permits shall exempt persons attending services at the Pass-a-Grille Community Church from parking fees at meters on Sundays between the hours of 7:00 a.m. and 1:00 p.m.

Permits shall be valid for the period from January 1 through December 31 of each year or any part thereof. Only vehicles displaying a permit obtained under this subsection shall be exempt

from parking meter fees at metered spaces and shall be valid at parking meters between First Avenue and Twenty-First Avenue.

- (c) “B” Hang Tag Permits for watersport businesses at Merry Pier. Operators of commercial watersports business, who possess a current and valid occupational license for such business at the Merry Pier, may purchase one-day parking permits from the city for resale at the same price to their legitimate customers. The cost of the permits shall be established by resolution of the city commission and is listed in appendix A to this Code. Proper display of such permit will only exempt the permit holder from payment of parking meter fees in Pass-a-Grille when engaged in a commercial watersport through a vendor at the Merry Pier for the date which appears on the face of the permit. The parking permit must be properly displayed.
- (d) “E” Hang Tag Permits for Gulfwinds Condominium, Friendly Native Condominium and Ramar Apartments and Starlight Towers Condominium. Parking permits for Gulfwinds Condominium, Friendly Native Condominium, Ramar Apartments and Starlight Towers Condominium shall be obtained as follows:
 - (1) Issuance of permits shall be subject to the following:
 - a. The record title owner of a condominium unit at the Gulfwinds Condominium or Friendly Native Condominium or the lessee under written lease with a term of not less than one year for a unit at the Gulfwinds Condominium, Friendly Native Condominium, Ramar Apartments, or Starlite Towers Condominium may purchase one permit per each bedroom of the unit exempting the holder thereof from the payment of parking meter fees within the Upham Beach Area and shall allow the holder to park within spaces marked “B permit parking only” anywhere within the Upham Beach area, defined as the following: 6700-6900 Sunset Way; 6700-7000 Beach Plaza; 67th, 68th, 69th & 70th Avenues.
 - (2) The record title owner of a unit entitled to issuance of permits under this subsection may purchase permits at a cost established by resolution of the city commission and listed in appendix A to this Code.
 - (3) The holder of a permit shall allow it to be used only by himself or by his bona fide guests.
 - (4) Permits shall be valid for the period from January 1 through December 31 of each year. The purchase price shall not be prorated.
 - (5) The city may adopt reasonable rules and regulations deemed necessary for the administration and the enforcement of this subsection.
 - (6) The parking spaces which are marked 'B permit parking only' shall be restricted to the use by appropriate holders of the permits issued under this subsection between the hours of 8:00 a.m. and 8:00 p.m. every day.
 - (7) Any person who violates this subsection shall be penalized pursuant to section 1-14 relating to violations of city ordinances and relating to violations of persons illegally parked. Additionally, vehicles improperly parked may be towed and stored at the expense of the owner.
- (e) “B” Hang Tag Permits for Pass-a-Grille businesses: Business owners with valid occupational licenses in the Pass-a-Grille area will be permitted to purchase two hang tag permits per year. These permits will be used by patrons of the businesses only during actual business hours. Fees for such permits are provided for in Appendix A Fee Schedule.

(Code 1960, § 2-27.1; Ord. No. 427, §§ 1—4; Code 1983, § 21-44; Ord. No. 84-38, §§ 1—3, 9-18-84; Ord. No. 85-3, §§ 1—3, 2-5-85; Ord. No. 85-18, §§ 1—3, 4-16-85; Ord. No. 85-41, § 1, 8-20-85; Ord. No. 85-58, § 1, 12-3-85; Ord. No. 86-3, § 1, 3-4-86; Ord. No. 86-17, § 1, 6-17-86; Ord. No. 86-32, § 1, 8-19-86; Ord. No. 87-6, § 1, 3-3-87; Ord. No. 88-28, § 1, 7-19-88; Ord. No. 90-23, § 1, 9-18-90; Ord. No. 91-14, § 1, 6-4-91; Ord. No. 94-36, § 1, 9-6-94; Ord. No. 97-24, § 1, 9-16-97; Ord. No. 03-05, § 2, 2-18-03; Ord. No. 09-28, § 1, 10-27-09)

State Law reference— User fees authorized, F.S. § 166.201.

Sec. 82-204. - Waiver on Gulf Way and west side of Beach Plaza.

The city manager is authorized to waive the prohibition against parking at meters between 9:00 p.m. and 7:00 a.m. along Gulf Way and the west side of Beach Plaza when the city manager determines that such waiver is necessary to carry out a nonprofit civic or charitable event.

(Code 1983, § 21-45; Ord. No. 85-38, § 1, 8-20-85)

Sec. 82-205. - Rates generally.

Parking meter rates charged at all city parking meters shall be established by resolution of the city commission and are listed in appendix A to this Code.

(Code 1960, § 24-26; Ord. No. 80-36, § 2; Code 1983, § 21-42; Ord. No. 85-19, § 1, 5-7-85; Ord. No. 90-23, § 1, 9-18-90)

State Law reference— User fees authorized. F.S. § 166.201; exemption for certain vehicles transporting handicapped persons, F.S. § 316.1964.

Sec. 82-206. - Use of U.S. coins; damaging meters.

It is unlawful for any person to deposit or attempt to deposit in any parking meter anything other than a lawful coin of the United States or any coin that is bent, cut, torn, battered or otherwise misshaped. It is unlawful for any unauthorized person to remove, deface, tamper with, open, willfully break, destroy or damage any parking meter, and no person shall willfully manipulate any parking meter in such a manner that the indicator will fail to show the correct amount of unexpired time before a violation.

(Code 1960, § 24-27; Ord. No. 216, § 3; Code 1983, § 21-41(c); Ord. No. 85-47, § 1, 9-17-85)

Sec. 82-207. - Manner of parking vehicle.

Every vehicle shall be parked wholly within the metered parking space for which the meter shows parking privilege has been granted and with the front end of such vehicle immediately opposite the parking meter for such space.

(Code 1960, § 24-27; Ord. No. 216, § 3; Code 1983, § 21-41(b); Ord. No. 85-47, § 1, 9-17-85)

Sec. 82-208. - Free parking for special events.

The city commission may, by resolution, allow free parking at any or all of the metered parking spaces during special events or special occasions. The allowing of free parking for one special event or special occasion shall not constitute precedence for allowing free parking at any other time or for any other reason.

(Code 1960, § 24-27; Ord. No. 216, § 3; Code 1983, § 21-41(d); Ord. No. 85-47, § 1, 9-17-85)

Secs. 82-209—82-235. - Reserved.

DIVISION 4. - RESIDENTIAL PARKING PERMITS

(Code 1983, § 21-47; Ord. No. 84-44, § 2, 9-5-84; Ord. No. 95-41, § 1, 10-17-95)

Sec. 82-237. - Findings of fact; declaration of public interest.

The city commission finds and declares that:

- (1) It is in the best interests of the residents of the city to reduce vehicular congestion on residential streets and to facilitate the efficient movement of traffic by providing for residential parking preference during certain hours of the day, within certain areas of the city which meet the criteria set forth in this division;
- (2) Residential permit parking regulation is necessary to promote the health, safety and welfare of the residents of the city by providing adequate parking spaces adjacent to or close by the places of residence of such residents;
- (3) It is in the public interest to:
 - a. Reduce hazardous traffic conditions resulting from the use of streets located within congested residential areas for the parking of vehicles by persons using such residential areas to gain access primarily to the sand beaches, but also to other places;
 - b. Protect those areas from excessive noise;
 - c. Protect the residents of those areas from unreasonable burdens in gaining access to their residences;
 - d. Preserve the character of those areas as residential districts;
 - e. Promote efficiency in the maintenance of these streets in a clean and safe condition;
 - f. Preserve the value of the property in those areas;
 - g. Preserve the safety of children and other pedestrians; and
 - h. Promote traffic safety, clean air and the comfort, health, convenience and welfare of the inhabitants of the city.

(Code 1983, § 21-46; Ord. No. 84-44, § 1, 9-5-84)

Sec. 82-238. - Penalties.

Whoever violates this division shall be penalized pursuant to section 1-14 relating to violation of city ordinances, and persons illegally parked pursuant this division shall be fined in the manner provided in this chapter for illegal parking and their vehicles may be towed and stored at the owner's expense.

(Code 1983, § 21-53; Ord. No. 84-44, § 8, 9-5-84)

Sec. 82-239. - Designation of controlled parking residential areas.

The city manager is authorized to designate "controlled parking residential areas" by appropriate signs and the recording thereof on an appropriate city map or plat in which the parking of vehicles may be restricted on public streets at certain times during the day only to vehicles bearing a valid residential parking permit issued pursuant to this division. This authority shall be in addition to any other authority of the city to regulate the times and conditions of motor vehicles parking on public streets.

(Code 1983, § 21-48; Ord. No. 84-44, § 3, 9-5-84)

Sec. 82-240. - Eligibility and criteria for establishment of controlled parking residential areas.

- (a) A residentially zoned area shall be deemed eligible for designation as a controlled parking residential area for residential permit parking if parking therein is impacted by commuter vehicles during any hours of any day.
- (b) The following objective criteria are established to be used in evaluating the need for restricted parking in a residentially zoned area in accordance with this section. For an area, however big or small, to be eligible for residential permit parking, that area must meet the following criteria:
 - (1) During any period of the day, the number of vehicles legally or illegally parked or standing on the streets in the area is equal to 50 percent or more of the legal on-street parking capacity of the area. For purposes of this criterion, a legal parking space shall be 20 linear feet, measured parallel to the curb or pavement edge.
 - (2) During the same period as in subsection (b)(1) of this section, 25 percent or more of the vehicles parking or standing on the streets in the area are not registered in the name of persons residing in the area. For purposes of this criterion, the latest available information from the state department of highway safety and motor vehicles regarding registration of motor vehicles shall be used.
 - (3) In determining whether an area identified as impacted and eligible for residential permit parking shall be designated as a controlled parking residential area, the following factors shall be considered:
 - a. The local needs with respect to clean air and environment in residential areas.
 - b. The possibility of a reduction in total vehicle miles driven in the city.
 - c. The likelihood of alleviating traffic congestion, illegal parking and related health and safety hazards.
 - d. The proximity of public transportation to the residential area.
 - e. The desire and need of the residents for residential permit parking.
 - f. The need for parking regulation to maintain the residential character of the neighborhoods.

(Code 1983, § 21-49; Ord. No. 84-44, § 4, 9-5-84; Ord. No. 91-10, § 1, 5-7-91)

Sec. 82-241. - Procedure for determining controlled parking residential areas.

- (a) In order to determine whether a particular area should be designated as a controlled parking residential area, the city commission can request or the city manager may conduct, upon his own initiative or upon a petition of a majority of the households on a proposed residential block addressed to the city manager, a study to determine if the proposed area meets the criteria set forth in section 82-240. Following the study, the city manager shall determine whether to designate the proposed area under consideration as a controlled parking residential area or to remove the designation of a previously established controlled parking residential area. The city commission may also request the city manager to designate an area as a controlled parking residential area based upon a study previously conducted, if the criteria set forth in section 82-240 are met.

- (b) If the city manager finds the criteria to designate have been met in a controlled parking residential area during the hours between 9:00 a.m. and 5:00 p.m., he shall cause the regulation to be recorded upon an appropriate map of the city and retained permanently in the office of the city clerk. If the city manager finds the criteria to designate have been met in a controlled parking residential area between the hours of 5:00 p.m. and 9:00 a.m., the findings shall be submitted to the city commission for approval by resolution, and the city manager shall then cause the regulation to be recorded upon an appropriate map of the city and retained permanently in the office of the city clerk. In addition, the city manager shall cause parking signs to be erected upon public streets in the area, indicating the times, locations and conditions upon which parking shall be by permit only. When an area has been approved, designated and posted as a controlled parking residential area, it shall be unlawful and a violation of this section to park a vehicle in an area restricted to decal parking only, without having a valid residential parking permit displayed according to the administrative regulations.

(Code 1983, § 21-50; Ord. No. 84-44, § 5, 9-5-84; Ord. No. 85-59, § 1, 12-3-85; Ord. No. 91-10, § 1, 5-7-91)

Sec. 82-242. - Special parking permits.

- (a) Following the official designation of a controlled parking residential area, the city, through the Sheriff's department, shall issue appropriate residential parking permits. A permit shall be issued only to the owner or operator of a motor vehicle who resides in the controlled parking residential area.

(Code 1983, § 21-51; Ord. No. 84-44, § 6, 9-5-84; Ord. No. 87-23, § 1, 7-7-87)

Sec. 82-243. - Privileges and restrictions on permits.

- (a) The holder of a residential parking permit shall be permitted to stand or park a motor vehicle displaying the permit and operated by him in any designated residential controlled parking area during such times and places as the parking of motor vehicles therein is permitted. While a vehicle for which a residential parking permit has been issued is so parked, such permit shall be permanently affixed on the left rear bumper of the vehicle. A residential parking permit shall not guarantee or reserve to the holder of the permit a parking space within a designated controlled parking residential area.
- (b) A residential parking permit shall not authorize the holder to stand or park a motor vehicle in such places or during such times as the stopping, standing or parking of a motor vehicle is prohibited or set aside for specified types of vehicles, nor shall it exempt the holder from the observance of any traffic regulation within the controlled parking residential area.
- (c) No person, other than the permittee named on the permit, shall use the residential parking permit or display it on a vehicle operated or parked, and any such use or display by a person other than the permittee shall constitute a violation of this division by the permittee and by the person who so used or displayed such parking permit.
- (d) It shall constitute a violation of this division for any person to falsely represent himself as eligible for a residential parking permit or to furnish any false information to obtain a residential parking permit.
- (e) The city, is authorized to revoke the residential parking permit of any permittee found to be in violation of this division and, upon written notification thereof, the permittee shall surrender such permit to the city. Failure, when so requested, to surrender a residential parking permit so revoked shall constitute a violation of this division.
- (f) Any permit issued under this division is nontransferable to another person or another vehicle.

- (g) The city, is authorized to adopt rules for the issuance of temporary parking permits to bona fide visitors and commercial service vehicles of residents of a designated controlled parking residential area. The fee for a temporary parking permit shall be established by resolution of the city commission and is listed in appendix A to this Code.
- (h) The city shall be authorized to adopt all reasonable rules and regulations necessary for the enforcement and administration of this division, including rules and regulations providing for specific time and day parking restrictions.

(Code 1983, § 21-52; Ord. No. 84-44, § 7, 9-5-84)

Sec. 82-244. – “D” residential parking permits.

- (a) A controlled parking residential area is hereby established, to include the streets listed in Sec. 82-137, generally described as the residential side streets in Pass-a-Grille and the surrounding area.
 - (1) Any resident of the city, as defined in section 82-1, who resides on ~~and who has a vehicle registered to~~ a “D” street as defined in subsections 82-137(a)—(d) ~~and who has a vehicle registered in their name~~ shall be allowed to purchase a “D” parking permit for those vehicles, in the form of a decal, for a fee established by resolution of the city commission and listed in appendix A to this Code.
 - (2) Each dwelling shall also be allowed to purchase two temporary “D” hang tags per month for their visitors, not to exceed 3 consecutive months.
 - (3) Temporary “D” hang tags shall be valid for thirty (30) days from the date of purchase from the date of purchase to the same date of the next succeeding month, and shall not be purchased more than three months in advance. The date of purchase shall be plainly stamped on each permit.
 - (4) “D” parking decals shall be valid from the date of purchase January 1 through December 31 of the sameeach year. The purchase price of a parking decal shall not be prorated or reduced if the parking decal is purchased after January 1.

Sec. 82-245. – “C” residential parking permits.

- (a) A controlled parking residential area is hereby established, to include the streets listed in Sec. 82-137(v), generally described as the residential side streets on East Maritana Drive and Casablanca Avenue between 37th Avenue and Pinellas Bayway.
 - (1) Any resident of the city, as defined in Sec. 82-1, who resides on and who has a vehicle registered to a “C” street as defined in Sec. 82-137(v) shall be allowed to purchase a “C” parking permit, in the form of a decal, for a fee established by resolution of the city commission and listed in appendix A to this Code.
 - (2) “C” parking decals shall be valid from January 1 through December 31 of each year. The purchase price of a parking decal shall not be prorated or reduced if the parking decal is purchased after January 1.
 - (3) Each dwelling shall also be allowed to purchase two temporary “C” hang tags per month for their visitors, not to exceed 3 consecutive months.

- (4) "C" hang tags shall be valid from the date of purchase to the same date of the next succeeding month, and shall not be purchased more than three months in advance. The date of purchase shall be plainly stamped on each permit.

Secs. 82-246—82-259. - Reserved.

DIVISION 5. - GENERAL PARKING PERMITS

Sec. 82-260. - Metered and non metered parking space permits.

The city manager shall be authorized to issue daily or monthly parking permits, which shall authorize the parking of a motor vehicle without the payment of meter fees at any city metered parking space except the "county beach access lot" or any non metered city parking space requiring the display of a "B" permit on the date(s) indicated on the permit. A "metered parking space" means any parking space for which payment is required by a parking meter or parking pay station. In order for the permit to be valid, it must be displayed prominently in the driver-side front window and be visible to the city enforcement officer. The fee for said permit shall be as provided in appendix A to this Code.

(Ord. No. 99-48, § 1, 9-7-99; Ord. No. 12-11, § 1, 7-24-12)

Editor's note— Ord. No. 12-11, § 1, adopted July 24, 2012, changed the title of § 82-260 from day parking permits to Metered and non metered parking space permits.

Secs. 82-261—82-270. - Reserved.

ARTICLE IV. - IMPOUNDMENT OF CERTAIN VEHICLES

Sec. 82-271. - Authorized.

- (a) Members of the Sheriff's department are authorized to remove a vehicle from the public property or a right-of-way to a place of impoundment maintained or contracted by the city when:
- (1) Any illegally parked vehicle is left unattended and constitutes an obstruction to traffic or a hazard to the public.
 - (2) Any illegally parked vehicle constitutes an obstruction to traffic or a hazard to the public and the person in charge of the vehicle, being present, refuses or fails to reasonably correct the situation by safely moving or having the vehicle safely moved.
 - (3) Any vehicle is illegally parked in an area clearly posted "tow away zone" in such a way that it is clear that the penalty for illegal parking is towing and impoundment of the vehicle.
 - (4) A vehicle is found in unsafe condition or without current registration tag or license plate.
 - (5) Removal is necessary in the interest of public safety because of fire, flood, storm or other emergency.
 - (6) The operator of any vehicle is taken into custody by the Sheriff's department and such vehicle would thereby be left unattended.

- (7) The person in charge of any vehicle is incapacitated to such an extent as to be unable to provide for its custody or removal.
- (8) Any vehicle is wrecked, dismantled, or inoperative.
- (b) When any vehicle has been left continuously parked and unmoved for a period of seven days, it may be presumed that such vehicle is being stored on public property, provided that such vehicle does not bear a current vehicle registration and valid city parking permit, showing an address immediately adjacent to the location where the vehicle is parked. Such storage is prohibited, and the vehicle may be impounded. The Sheriff's department shall place a parking citation charging "vehicle stored on public property—will be impounded after 24 hours," on the vehicle for a period of 24 hours prior to actual impoundment.

(Code 1960, § 24-32(a); Ord. No. 216, § 8; Ord. No. 276, § 1; Ord. No. 398, § 1; Ord. No. 80-14, § 1; Ord. No. 83-37, § 1; Code 1983, § 21-56; Ord. No. 88-2, 2-2-88; Ord. No. 91-44, § 1, 1-7-92)

State Law reference— Similar provisions, F.S. § 316.194.

Sec. 82-272. - Notice.

- (a) Whenever an officer removes a vehicle as authorized in this article and the officer knows or is able to ascertain the name and address of the owner of the vehicle, such officer shall immediately give or cause to be given notice in writing to such owner of the fact of such removal and the reasons therefor and of the place to which such vehicle has been removed. If any such vehicle is stored in an authorized garage, a copy of such notice shall be given to the proprietor of such garage.
- (b) Whenever an officer removes a vehicle under this article, the officer shall within 24 hours send or cause to be sent a report of such removal by electronic communication to the department of highway safety and motor vehicles and shall notify the proprietor of any authorized garage in which the vehicle may be stored. Such notice shall include a complete description of the vehicle, the date, time and place from which removed, the reasons for such removal, and the name of the garage or place where the vehicle is stored.

(Code 1960, § 24-33; Ord. No. 216, § 9; Code 1983, § 21-57)

Cross reference— Streets and sidewalks, ch. 74.

State Law reference— Reporting of unclaimed vehicles, F.S. § 715.05.

Sec. 82-273. - Fees.

There shall be levied a storage charge upon all motor vehicles impounded by the city and stored by the city on city-owned property. The fee shall be in an amount established by resolution of the city commission and listed in appendix A to this Code. In addition, a towing charge shall be levied on such vehicle.

(Code 1960, § 24-34(a); Ord. No. 268, § 1; Code 1983, § 21-58)

Sec. 82-274. - Release.

No vehicle impounded in an authorized garage as provided in this article shall be released therefrom until the charges for towing such vehicle into the garage and storage charges have been paid. The

charge for towing or removal of any such vehicle and storage charges shall be fixed by the city commission. Such charges shall be based upon a computation of all actual expenses entering into the current cost of such services. Such charges shall be posted for public inspection in the traffic violations bureau and in any authorized garage.

(Code 1960, § 24-32(b); Ord. No. 216, § 8; Ord. No. 276, § 1; Ord. No. 398, § 1; Ord. No. 80-14, § 1; Code 1983, § 21-59)

Editor's note— The towing charge is established pursuant to a contract between the city and a private wrecker company.

Sec. 82-275. - Sale of impounded vehicles.

- (a) If the owner of a motor vehicle impounded pursuant to this article fails or refuses to pay the towing or storage charge within 30 days of making claim to such property, title to such property shall vest in the city. The city may, after giving public notice, hold an auction in front of a municipal building. The city shall sell the motor vehicle to the highest bidder and thereafter shall apply the proceeds of the sale toward the indebtedness due to the city.
- (b) The city shall be entitled to hold a public auction in order to sell the motor vehicle at any time after 90 days has passed from the date that the motor vehicle was first impounded and stored on city-owned property as provided in F.S. § 705.104.

(Code 1960, § 24-34; Ord. No. 268, §§ 2, 3; Code 1983, § 21-60; Ord. No. 85-23, § 1, 5-7-85)

State Law reference— Procedure for abandoned or lost property, F.S. §§ 705.103, 705.104.

Conditional Use Application



City of St. Pete Beach
Community Development Department
155 Corey Avenue
St. Pete Beach, Florida 33706
(727) 367-2735
www.stpetebeach.org

Case Number: 2016-0045

PROPERTY OWNER:

Name: RIA-Coral Reef, Inc.
Address: 5600 Gulf Boulevard
City: St. Pete Beach State: FL
Zip: 33706 Telephone: 727-363-2244
Email: tbogott@twresort.com

APPLICANT/AGENT (Attach agent authorization form):

Name: E.D. Armstrong, Hill Ward Henderson
Address: 600 Cleveland Street, Suite 800
City: Clearwater State: FL
Zip: 33755 Telephone: 727-259-6789
Email: earmstrong@hwh.law

SUBJECT PROPERTY:

Address: 5750 Gulf Boulevard Current Name of Business: Tradewinds Island Grand Beach Resort
Parcel ID: 1-32-15-00000-110-0600 Name of Project: Sugar Sands at Tradewinds Island Grand Beach Resort

DETAILS OF THE REQUEST, INCLUDING APPLICABLE CODE SECTIONS AND ANY ASSOCIATED CASES (Add additional sheets if necessary):

Conditional Use for Sugar Sands, a 217 unit Temporary Lodging Use with a height greater than 50 feet and density greater than 30 units per acre. See Conditional Use Narrative at Tab 1.


Signature of Applicant / Agent

2-19-17
Date





PUBLIC HEARING SIGN POSTING AFFIDAVIT

Applicant, **Cynthia Tarapani, Florida Design Consultants**, agrees to post the sign(s) in a conspicuous place, at the principal access to the property, in full view of the public, and not more than five (5) feet from the nearest street right of way or easement a minimum of seven (7) days in advance of the Public Hearing and remain in place until the requested action has been heard and decided. Multiple sign postings shall not be more than three hundred (300) feet apart. If the subject parcel(s) abut more than one (1) street, notices shall be posted along each street. When the subject parcel(s) does not front a public road, the sign shall be posted at the point on a public road by which the property is, or can be, reached.

The sign shall be maintained in good readable condition by the applicant. If the said sign is destroyed, lost, or becomes unreadable, the applicant or applicant's representative shall obtain a replacement sign. Any sign posted in accordance with these requirements shall be removed from the property and disposed of by the applicant or applicant's agent not later than 24 hours following the final decision.

Applicant/Agent (must fill out agent authorization form):

Name(print): **Cynthia Tarapani, Florida Design Consultants**

Address: **3030 Starkey Boulevard, New Port Richey, FL 34655**

Cynthia Tarapani

Signature

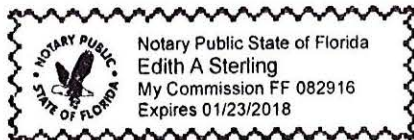
15 February 2017

Date

STATE OF FLORIDA)
) SS:
PINELLAS COUNTY)

The foregoing instrument was acknowledged before me this 15th day of February, 2017 by Keith Mazer, who appeared before me, and is personally known to me, or has produced as identification, and did take an oath.

My commission Expires:



NOTARY:

Edith A. Sterling

Print Name: _____

Notary Public, State of Florida

(Notarial Seal)



Agent Authorization Form
Community Development Department
City of St. Pete Beach, Florida

I/WE

RIA-Coral Reef, Inc.

(print name of property owner)

hereby authorize

Ed Armstrong

(print name of agent)

to represent me/us in an application for

Development Agreement & Conditional Use Permit

(type of application: variance, land use, zoning, special event, etc)

Signature of owner

Timothy R. Bogott

Print name of owner

Signature of owner

RIA-Coral Reef, Inc.

Print name of owner

The foregoing instrument was acknowledged before me this 7th day of February, 2017, by Timothy R. Bogott who is personally known X or produced as identification.

(Notary Signature)

My commission expires

7/2/17

(Date)

2/7/17





Agent Authorization Form
Community Development Department
City of St. Pete Beach, Florida

I/WE

RIA-Coral Reef, Inc.

(print name of property owner)

hereby authorize

Tom Knapp and John Davies, RKM Building Construction

(print name of agent)

to represent me/us in an application for

Site Plan & Construction, Conditional Use Permit, &
Development Agreement

(type of application: variance, land use, zoning, special event, etc.)

Signature of owner

Timothy R. Bogott

Print name of owner

Signature of owner

RIA-Coral Reef, Inc.

Print name of owner

The foregoing instrument was acknowledged before me this 7 day of February,
2017, by Timothy R. Bogott who is personally known x or produced
as identification.

Susan Johnson Cox

(Notary Signature)

My commission expires

7/2/17

2/7/17

(Date)





Agent Authorization Form
Community Development Department
City of St. Pete Beach, Florida

I/WE _____

RIA-Coral Reef, Inc.

(print name of property owner)

hereby authorize _____

Cyndi Tarapani

(print name of agent)

to represent me/us in an application for _____

Conditional Use Permit & Development Agreement

(type of application: variance, land use, zoning, special event, etc)

Signature of owner

Timothy R. Bogott
Print name of owner

Signature of owner

RIA-Coral Reef, Inc.
Print name of owner

The foregoing instrument was acknowledged before me this 7 day of February, 2017, by Timothy R. Bogott who is personally known X or produced _____ as identification.

Susan Johnson-Cox

(Notary Signature)

My commission expires 07/02/17

2/7/17

(Date)



In order for an application for a conditional use to be approved or approved with conditions, the City Commission must make a positive finding with regard to each of the provisions below, pursuant to Division 4 of the City's Land Development Code (LDC). The applicant has the burden of proof demonstrating that the application for the conditional use complies with each of the requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. **LDC Sec. 4.4(a)(1)** Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan and any adopted special area plan.

See Conditional Use Narrative and Submittal for Responses to all Criteria.

2. **LDC Sec. 4.4(a)(2)a-d** Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential commercial and/or service facilities available within the existing area. More specifically:
 - a. Whether the overall appearance and function of the area will be significantly affected consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;
 - b. Whether the application will preserve any city, state, or federally designated historic, scenic, archaeological, or cultural resources (check with Community Development to determine historic resource status);
 - c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale, or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features;

- d. Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues;
3. Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety (a traffic study may be required);
4. Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely (please provide current and proposed number of parking and loading spaces);
5. Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;
6. Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision of such improvements and mitigation; and,

7. The proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

See Conditional Use Narrative and Submittal

Sec. 4.12 of the Land Development Code additionally requires conditional use applications within the community redevelopment district to be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

1. Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunications services.

See Conditional Use Narrative and Submittal for Responses to all Criteria.

2. Transportation infrastructure, including ingress and egress from public rights-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.
3. Hydrological features and storm water management infrastructure.
4. Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas.
5. Site landscaping, open space provision and impervious surface limitations.
6. Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance.
7. Fire suppression and facility security.
8. Emergency management and hurricane evacuation provisions.

9. For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered:

a. The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views; and

b. The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/or any accessory use or structure maintains an open view of the waterfront from neighboring properties.

SUGAR SANDS
at
TRADEWINDS ISLAND GRAND BEACH RESORT
CONDITIONAL USE APPLICATION

Presented to:
City of St. Pete Beach
144 Corey Avenue
St. Pete Beach, Florida 33706

Prepared for:
RIA-Coral Reef, Inc.
5600 Gulf Boulevard
St. Pete Beach, Florida 33706

Prepared by:



FLORIDA DESIGN
CONSULTANTS, INC.
— THINK IT. ACHIEVE IT. —

Cynthia Tarapani, Vice President, Planning
Florida Design Consultants
3030 Starkey Boulevard
New Port Richey, Florida 34655

March 10, 2017

SUGAR SANDS
at
TRADEWINDS ISLAND GRAND BEACH RESORT
CONDITIONAL USE APPLICATION

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I. INTRODUCTION

RIA- Coral Reef, Inc., the Property Owner/ Applicant has submitted an application to the City of St. Pete Beach for Conditional Use approval for a new hotel building to be located within the Tradewinds Island Grand Beach Resort. The Tradewinds Resort is a large site of over 18 developable acres that contains multiple buildings containing temporary lodging uses and their accessory uses. From a zoning and operational perspective, the Tradewinds site is considered one overall site with the density, setbacks, parking and other site development requirements calculated for the overall site. Sheet C6, Overall Site Density Exhibit, of the Preliminary Site Plan illustrates the existing site and its improvements as compared to the proposed site showing the new hotel building, the Sugar Sands. Additionally, the Overall Site Density Exhibit calculates the density and parking for the overall site, thus demonstrating the Overall Site's compliance with these requirements.

The Overall Site Density Exhibit also shows the general location of future phases of redevelopment for additional temporary lodging uses. It is understood that this Conditional Use requests approval of the first phase, Sugar Sands, and that future temporary lodging uses will be required to submit a new Conditional Use Application for the City's review. It is further understood that future phases will have to comply with the City's Zoning and Building Codes in effect at the time of review.

The Tradewinds Resort contains two types of temporary lodging uses: hotel rooms and timeshare units. Over the last five years, the Breckenridge building has been converted from a hotel to a timeshare use, resulting in a reduction in the number of lodging units in the building and on the Overall Site. Consistent with that practice and in their sole discretion, the Tradewinds Resort intends to continue the conversion of some or all of the temporary lodging uses, including the proposed Sugar Sands, from hotel to timeshare units. Upon the conversion of a specific building, the Tradewinds Resort will report the change in the total number of units to the City and show these conversions on a revised Overall Site Density Exhibit identifying the revised number of units by building.

This Conditional Use Application is for a new temporary lodging use, Sugar Sands, to be located at the north end of the overall site at 5750 Gulf Boulevard. Sugar Sands will contain 217 hotel rooms and a parking garage with 811 spaces. Sugar Sands will also include the following amenities and related uses within the building:

- Spa and Fitness Center,
- Timeshare Sales Center and Call Center,
- Marketing Office and other Administrative offices for Tradewinds,
- Lobby/ Welcome Center for existing Coral Reef, and
- Other Ancillary uses to the Resort.

A new resort pool, restrooms and bar are also proposed along the beach side of the site.

In addition to the Conditional Use, the Applicant has also submitted a Development Agreement to confirm the agreement between the Applicant and the City for the construction of certain sewer infrastructure to serve the project as well as other development and redevelopment in this area of St. Pete Beach.

This Planning Analysis has been prepared in support of the Applicant's requests and is submitted to the City of St. Pete Beach as the Planning Department staff, the City's Planning Board and the City Commission review these applications. In the preparation of this analysis, Florida Design Consultants has reviewed and analyzed the following documents: the Applicant's Preliminary Site Plan, Architectural Plans, Landscape Plans, Boundary Survey, Development Agreement and supporting reports and analyses that are submitted as part of this Conditional Use Application. Additionally, Florida Design Consultants has reviewed and analyzed the City's *Comprehensive Plan*, the City's *Community Redevelopment District* of the *Future Land Use Element*, and the City's *Land Development Code* and conducted a field visit of the site and surrounding area.

II. **STANDARDS FOR REVIEW OF CONDITIONAL USES (Land Development Code Section 4.4 (a))**

Section 4.4 (a) of the City's *Land Development Code* establishes seven criteria to be considered by the City Commission when reviewing a Conditional Use. Section 4.12 (a) of the *Land Development Code* establishes nine additional criteria to be reviewed if the Conditional Use is located within the City's Community Redevelopment District. The Sugar Sands site is located within the CRD, and, therefore, the Conditional Use Application will be evaluated against both sets of criteria to demonstrate its compliance and this analysis is contained in **Sections III and IV** below. Each Code criterion is shown in **bold**, followed by an analysis of the Application's compliance with that criterion.

III. **COMPLIANCE WITH STANDARDS FOR ALL CONDITIONAL USES (Land Development Code Section 4.12 (a))**

1. **Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations.**

Analysis:

A. Consistency with the *Future Land Use Map* of the *Comprehensive Plan*

The Sugar Sands site is designated as Community Redevelopment District on the City's *Future Land Use Map* and is located within the Gulf Boulevard Redevelopment District. The Gulf Boulevard Redevelopment District is further governed by four character districts and this site is located within the Large Resort Character District. The permitted uses in the Large Resort Character District include Temporary Lodging Uses and Multifamily residential uses as Primary uses. The proposed use on the Sugar Sands site of a Temporary Lodging Use is a Primary Use and, therefore, is consistent with the permitted uses in the Large Resort Character District.

It should also be noted that the portion of the property that is west of the Coastal Construction Control Line (CCCL) is designated as P, Preservation on the City's *Future Land Use Map*. The Preservation Plan category is intended to recognize those properties that are environmentally significant natural resources areas. The proposed Sugar Sands site plan clearly shows the location of the CCCL within the property. The Conditional Use Application proposes to improve a small portion of the site west of the CCCL as a dune crossover constructed of wood with the necessary support. The Applicant recognizes that these improvements are subject to the review and approval of both the Department of Environmental Protection and the City of St. Pete Beach.

The Large Resort Character District allows two development scenarios based on the size of the property. A site must be three acres or larger in size to be considered a "Large-scale development." The Tradewinds site is 29.98 acres in overall size with 18.1 developable acres located to the east of the CCCL, and, therefore, qualifies as "Large-scale Development" for which the density is 75 units per acre for temporary lodging uses. The Tradewinds site currently contains multiple buildings used as temporary lodging uses with an existing density of 33.72 units per acre. The Sugar Sands proposes to construct 217 temporary lodging units which will increase the site's overall density to 45.68 units per acre. This proposed density for the Tradewinds site with the Sugar Sands addition is less than and in compliance with the maximum density of 75 units per acre for Large Scale developments in the Large Resort Character District.

In summary, both the proposed use of Temporary Lodging Use and its proposed density are consistent with the Large Resort Character District of the Gulf Boulevard Redevelopment District.

B. Consistency with the Applicable Goals, Policies and Objectives of the *Comprehensive Plan*

The Conditional Use application proposes to increase the number of temporary lodging uses in the Gulf Boulevard Redevelopment District specifically, and in the City generally. The proposed Sugar Sands is consistent with the City's overarching goals in the *Future Land Use Element* to encourage the preservation/ redevelopment of its hotels that support the tourist sector that is so important to the City's economy. The proposed Sugar Sands Temporary Lodging use is consistent with the following adopted principles, goals, objectives and policies of the *Future Land Use Element* shown below in *italics*.

A. Section I, Citizen Input on Community Redevelopment, FLUE, Pages 1-2:

- (4) *There is a strong desire by both residents and multi-generational local hotel and motel owners to preserve the heritage of our City as a tourist destination because it is the foundation of our local economy and it offers the residents a diversity of services and amenities as well as public access to our beaches.*

...

- (8) *Residents have expressed a need and desire for a safer community through redevelopment of aging, functionally obsolete and vacant properties to:*
- (a) *Reduce crime and vagrancy; and*
 - (b) *Replace older structures and buildings with new construction that meets current Building Code standards and FEMA flood protection regulations to maximize protection from both wind and flood damage caused by hurricanes and tropical cyclones.*

...

- (10) *Residents strongly object to more high-rise residential development throughout the City, that if permitted to continue will replace, most, if not all, temporary lodging facilities, adversely impact our economy, commercial diversity, as well as diminish public beach and waterfront access. The impact, if permitted to continue under the City's 1998 Comprehensive plan, will forever change the character and heritage of our City...."*

B. Quality Community- Planning to Stay (General Provisions), FLUE, Page 4

...

- (c) *Citywide Land Use Goals, Objectives and Policies. In furtherance of the overall goals, objectives, and policies contained in the Comprehensive Plan, the land use categories and their descriptions beginning on the next page, are hereby adopted for the purpose of serving as the guide for the City of St. Pete Beach in continuing its heritage of quality residential living complemented by resort facilities that support a tourist-based economy by creating a vision for the City's future that ensures that the City will remain a desirable place to live and visit that includes overall quality land management and emphasis on strict management of redevelopment in designated strategic core areas of the City.*

Objective 2.3

New Commercial development shall be required to be compatible with environmental and economic resources through the enforcement of the land development regulations.

Policy 2.3.5

The City shall encourage the maintenance of tourist lodging facilities in keeping with the character of the community.

Objective 2.13

The City shall promote the preservation and redevelopment of temporary lodging uses.

Policy 2.13.3

The City shall adopt provisions in its LDC which are designed to ensure the continued operation of all temporary lodging/ temporary lodging uses with mandated operational characteristics as temporary lodging facilities principally serving tourists and business travelers, and providing for guest amenities, without regard to ownership scheme as in accordance with State law. Such operational provisions shall include limitations on the continuous duration of guest stays, and if owned as a resort condominium, an additional limitation on the annual cumulative duration of owner stays.

C. Community Redevelopment District general redevelopment guidelines, standards and initiatives, FLUE, Page 38

(a) Designation of Densities and Intensities in General

...

Further, the City shall amend its LDC to include densities and intensities for each character district that shall:

...

2. Ensure that a comprehensive redevelopment strategy can be and shall be implemented through land development regulations that maintain the City's heritage of quality residential living complemented by resort facilities and support by a tourist-based economy that includes temporary lodging uses, local retail, restaurants and local pubs and bars; and

...

3. Recognize that successful redevelopment of each character district is interdependent upon the implementation of successful redevelopment strategies in each of the other character districts; and

4. Require the adoption and implementation of land development regulations by the City Commission for each character district that shall be consistent with and allow the redevelopment of consistent quality for the Community Redevelopment District as a whole and within each designated character district; and

...

D. Gulf Boulevard Redevelopment District, FLUE, Page 49

General Provisions

...

(b)Purpose and Intent; Redevelopment Incentives & Deterrents. This District is one of two core redevelopment districts and this District is designed to:

1. Encourage revitalization and redevelopment of primarily

(i) Temporary lodging uses- resorts, hotels, resort condominiums and boutique hotels on the west side of Gulf Boulevard;

**E. Goals, Objectives and Policies for the Gulf Boulevard Redevelopment District,
Pages 50- 51**

GOAL 1

Gulf Boulevard shall be a place that attracts people for living, employment and recreation. The City shall encourage the revitalization of Gulf Boulevard through commercial and temporary lodging redevelopment that will attract residents and visitors to the Gulf Boulevard core resort area as a recreation, entertainment, resort and shopping destination.

Objective 1.1

All development and redevelopment within the Gulf Boulevard Redevelopment District shall further the goals, objectives and policies of the Community Redevelopment District, this District and each character district within which development occurs; and shall comply with the design guidelines and the applicable land development regulations for the respective character district.

Objective 1.2

High-rise residential condominium projects in the Gulf Boulevard Redevelopment District are prohibited along the Gulf beaches and intercoastal waterways by prohibiting height and density increases for exclusively residential uses on Gulf Boulevard.

Objective 1.6

Public beach access will be preserved and expanded through redevelopment of temporary lodging uses.

Objective 1.8

The City shall recognize the importance of temporary lodging uses and public beach access to its residents and visitors in preserving and maintaining its socio-economic quality of life; and further, the City recognizes that additional high-rise residential development along the Gulf beaches is not desirable and not in keeping with the City and its residents' desire to preserve and expand public beach access and temporary lodging uses that if lost, and replaced with high-rise residential uses, will adversely impact the City's tourism-based economy; and as a result, such high-rise residential development shall be discouraged throughout the Gulf Boulevard Redevelopment District and shall not be allowed to exceed current height limitations of five stories over parking for exclusively multi-family residential use projects in the Gulf Boulevard Redevelopment District.

C. Consistency with the Land Development Code

The Sugar Sands site is currently zoned as Large Resort Zoning District which allows a temporary lodging use as a primary use. The existing Tradewinds Island Grand Beach Resort is in operation as a temporary lodging use which is an allowable primary use in the Large Resort District. However, if a temporary lodging use proposes a height greater than 50 feet or a density greater than 30 units per

acre, then a Conditional Use is required for that proposal. The Sugar Sands application proposes both a height greater than 50 feet and a density greater than 30 units per acre; therefore, this Conditional Use application has been submitted to the City for review.

The Large Resort Zoning District establishes two different density limits: one for small scale development (less than three acres in size) and one for large scale development (three acres or more in size). The Tradewinds site is 29.98 acres in overall size with 18.1 developable acres located to the east of the CCCL, and, therefore, qualifies as a Large Scale Development for which the density is 75 units per acre for temporary lodging uses.

The Tradewinds site currently contains multiple buildings used as temporary lodging uses with an existing density of 33.72 units per acre. The Sugar Sands proposes to construct 217 temporary lodging units which will increase the site's overall density to 45.68 units per acre. This proposed density for the Tradewinds site with the Sugar Sands addition is less than and in compliance with the maximum density of 75 units per acre for Large Scale developments in the Large Resort Zoning District.

The proposed project is also in compliance with the other dimensional requirements of the Large Resort District as shown in **Table 1** below and as illustrated on the Preliminary Site Plan. The Conditional Use Site Plan including the Preliminary Site Plan, Architectural Plans, Landscape Plan and Boundary Survey is included in this Conditional Use submittal at **Tab II**.

Table 1
Sugar Sands' Compliance with Large Resort Zoning District Requirements

Dimensional Requirement	Required	Proposed
Setbacks • Front (Gulf Blvd) • Side (North) • Side (South) • Rear (West)	25' 30' on 1 side, 0' on 1 side 30' on 1 side, 0' on 1 side 0'	25.7' 30' 740' 380'
Floor Area Ratio (FAR)	2.6	1.09
Impervious Surface Ratio (ISR)	0.85	0.84
Building Height (Proposed New Sugar Sands Building only)	116'	116'

Note: Compliance with the Large Resort Zoning District Setbacks, Floor Area Ratio and Impervious Surface Ratio as shown in **Table 1** is based on the Overall Site.

With regard to parking, the project proposes to construct a parking garage with 811 spaces as part of the Sugar Sands building. This structured parking will provide the required 239 parking spaces for the new Sugar Sands, 102 parking spaces for the exclusive use of the existing Coral Reef with the balance of 470 spaces in the garage to support the parking needs for the overall Tradewinds Resort (total of 811 parking spaces in the new garage less 239 spaces for Sugar Sands and less 102 spaces for Coral Reef results in a balance of 470 spaces).

Access to the parking spaces reserved for the exclusive use by the Coral Reef will be via a separate secure entrance so as to ensure that these spaces are used only by Coral Reef. It should be noted that the Tradewinds Resort will not allow the garage to be used as a commercial parking garage and will not allow non-guests to park in the garage. This restricted access to the garage will be accomplished through the securing of the Tradewinds garage entrance by the Tradewinds Resort controlling access to its site through the main gate at the south end of the Tradewinds site to prevent non-guests of the Resort from using the new parking garage. Reef Resort Condominium Association, Inc. (existing Coral Reef) also plans to restrict public use of its parking.

Sheet C6, Overall Site Density Exhibit of the Preliminary Site Plan contains a detailed analysis of the parking required and provided on the site. In summary, the required parking for the existing development plus the new Sugar Sands is 1,297 parking spaces. With the construction of the new parking structure, there will be 1,348 parking spaces on the Unified Site Plan, in excess of the required parking spaces and demonstrating compliance with the parking requirements of the City. Therefore, based on this analysis and the data contained in the Preliminary Site Plan, the proposed Sugar Sands is consistent with the Large Resort Zoning District requirements and the parking requirements of the City's code.

2. **Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/ or service facilities available within the existing area. More specifically:**
 - a. **Whether the overall appearance and function of the area will be significantly affected. Consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area.**
 - b. **Whether the application will preserve any city, state or federally designated historic, scenic, archaeological or cultural resources.**
 - c. **Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features, and**
 - d. **Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust fumes, smoke, glare from lights, late-night operations, odors,**

vehicular traffic, truck and other delivery trips, the amount, location and nature of any outside activities, potential for increased litter, or privacy and safety issues.

Analysis: The Sugar Sands site is located on Gulf Boulevard, a major tourist corridor, in the center of the Large Resort Zoning district and surrounded by tourist related uses such as temporary lodging uses, restaurants, offices and retail services. **Table 2** below illustrates the existing Future Land Use Plan Category, Zoning District and existing uses for the property adjacent to the site.

Table 2
Summary of Land Use Characteristics Adjacent to the Site

Direction	Future Land Use	Zoning	Existing Use
<i>Site</i>	<i>CRD/ Large Resort</i>	<i>Large Resort</i>	<i>Temporary Lodging</i>
North	CRD/ Large Resort	Large Resort	Temporary Lodging (Alden Suites)
South	CRD/ Large Resort	Large Resort	Multifamily Residential
East	CRD/ Activity Center	Activity Center	Restaurants, Office Regency West multifamily residential Shopping Center Resort condominium (Sunrise)
West	Preservation	Preservation	Beach

As is evident from the data in **Table 2**, all of the property adjacent to the site is designated with the same Plan Category of Large Resort and has the same zoning of large Resort, except for the east side of Gulf Boulevard which is designated as Activity Center Plan Category and Zoning District. The Activity Center Plan Category and Zoning District are intended to encourage commercial revitalization with primary uses of commercial and office. The Activity Center is intended to compliment and serve the commercial needs of the tourist area along Gulf Boulevard. There are temporary lodging uses immediately adjacent to the Sugar Sands site as well as other tourist oriented uses, such as the restaurants and retail uses. The existing use along the southern border of the site is multifamily residential use developed at ten stories in height.

The City does not have a definition of “Compatibility” in either its *Comprehensive Plan* nor in the *Land Development Code*. Therefore, this analysis relies on the definition of Compatibility contained in the Community Planning Act, Florida Statutes 163.314 as shown below:

“Compatibility means a condition in which land use or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.”

Using this definition, to determine if land uses can coexist in a stable fashion and be considered compatible, one must first evaluate the type of uses and their relative location to each other. In general, the more similar land uses are, the greater likelihood for compatibility; and, conversely, the more different the land uses are, the greater potential for incompatibility. The second measure of compatibility is the distance between the land uses, i.e., how close or far away the land uses are to each other and whether there are intervening features or buffers between the land uses or if buffering is needed to mitigate for the differences between land uses.

The existing uses on all sides adjacent to the Sugar Sands are tourist oriented uses at a similar intensity and scale as the proposed Sugar Sands. Additionally, the land uses on each boundary to the Sugar Sands have significant distances separating them from the proposed Sugar Sands. For the properties to the east of Sugar Sands, the existing uses are separated by Gulf Boulevard, a four- lane divided roadway. To the south, the existing multifamily residential building is separated from the Tradewinds site by an intervening parking area and significant setback of 220 feet from the closest point of the Tradewinds building to the shared property line.

Along the north property line adjacent to the proposed Sugar Sands is the existing Alden Suites, a temporary lodging use with four and five story buildings. The Applicant has prepared a Shadow Analysis to evaluate the impact of the new building on the adjacent Alden Suites. The complete Shadow Analysis is included in the Conditional Use submittal at **Tab III**. The Shadow Analysis illustrates that while there are times during the year when the proposed Sugar Sands will create some shadow on the adjacent properties, the existing properties also create shadows within their site. Additionally, during most of the active beach times, there is a limited amount of shadow created on the active outdoor areas of the adjacent property.

In summary, the proposed Sugar Sands is compatible with the existing land uses in the area due to the similarity between the existing uses and the proposed use; the proposed building is compatible with the intensity and scale of these existing uses; and the overall Tradewinds site is separated by significant distances from most of the adjacent uses. Due to the similarity of the existing temporary lodging uses and tourist oriented uses, there are no adverse impacts expected from the proposed Sugar Sands on the adjacent properties. Finally, there are no historic, scenic, archaeological or cultural resources located on the site. Based on this analysis and the data contained in the Shadow Analysis, the proposed project is in compliance with this criterion.

3. **Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhoods impacts, and pedestrian safety.**

Analysis: As part of this Conditional Use Application, the Applicant has submitted a *Traffic Impact Study* prepared by Ingenium Enterprises, dated August 17, 2016. The methodology for this Study was approved by the City staff prior to its development and the City has also approved the Study as being a complete and correct evaluation of the project's impacts on the transportation network. A copy of the Traffic Impact Study and the City's approval of the Study is included in this submittal package at **Tab IV**.

The *Traffic Impact Study* contains the following conclusions:

"Analysis of future traffic conditions (without project traffic) indicate that no improvements will be necessary to accommodate trips within the study area. Furthermore, all roadways and intersections within the study are anticipated to meet or exceed adopted LOS Standards and operate at or below 0.9 v/c under total traffic conditions (after the addition of the project). Therefore, there are no off-site improvements that are attributable to the Project." (Source: *Traffic Impact Study*, page 19).

It should also be noted that the Tradewinds operates a shuttle service from its facility to and from the Tampa International Airport and the St. Petersburg/ Clearwater Airport as an alternative to individual vehicles. Additionally, there are multiple bus stops along Gulf Boulevard in front of the Tradewinds to provide access to transit for the resort guests and employees.

With regard to pedestrian safety, there are sidewalks and bike lanes along Gulf Boulevard for virtually the entire segment of that road within the city limits of the City of St. Pete Beach. For the convenience of its guests and to encourage bicycle mobility, the Tradewinds Resort provides bicycle parking on its site. Finally, to encourage pedestrian access and in compliance with the City's *Comprehensive Plan*, the project proposes a pedestrian access to the beach along the southern edge of the site beginning at Gulf Boulevard and continuing to the beach. This pedestrian access will be confirmed through an access easement dedicated by the Applicant to the City in perpetuity. Additionally, the City has requested and the Applicant has agreed to provide an expanded sidewalk and an easement to be located along Gulf Boulevard for pedestrian access.

In summary, based on the *Traffic Impact Study* and this analysis, the project is in compliance with this criterion.

- 4. Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely.**

Analysis: With regard to the number of parking spaces, the required number of parking spaces with the Sugar Sands addition will be 1,297 parking spaces. With the construction of the new parking garage, the site will contain a total of 1,348 parking spaces which is in excess of the required parking, and the site is in compliance with this criterion with regard to the number of parking spaces. Please also see the detailed analysis of parking in the Response to Criterion 2 above.

With regard to loading arrangements, the Preliminary Site Plan demonstrates that the existing site contains an adequate amount and proper location of loading spaces to accommodate the type of deliveries necessary for the Tradewinds operations. All delivery, loading and unloading is accommodated within the site and functions in a proper and safe manner. Therefore, based on this analysis and the Preliminary Site Plan, the project is in compliance with this criterion.

- 5. Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made.**

Analysis: As has been demonstrated in the Response to Criterion 1, the project is consistent with the City's *Comprehensive Plan* thereby furthering the public health, safety and welfare. Additionally, as described in the Response to Criteria 2, the proposed development is compatible with the character of the surrounding area which preserves the public health, safety and welfare. As demonstrated in the Responses to Criteria 3, 4 and 7, the project meets the City's site development requirements and does not create any off-site impacts; therefore, preserving the public health, safety and welfare. Finally, as demonstrated in the Response to Criterion 6, the Applicant has submitted a Development Agreement to ensure that the sanitary sewer improvements will be constructed by the Applicant, and this improvement will have a positive impact on the public health, safety and welfare of the general area and the City at large. Based on this analysis, the application is in compliance with this criterion.

- 6. Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation.**

Analysis: The Tradewinds Resort has been in existence for decades and the current ownership group has owned the property since 1999. During the current ownership group's tenure, they have accomplished additions and major improvements to the site, thus demonstrating the Applicant's financial and technical abilities to complete the requested improvements. With regard to the sewer improvements, the Applicant has submitted a Development Agreement that will be reviewed at the same public hearings as the Conditional Use Application. The Development Agreement is the mechanism by which the City requires the Developer to complete the utility improvements for the project. This Development Agreement is binding on the Developer, has specific milestones by which

the utility improvements will be designed, permitted and constructed and requires the Developer to submit a bond or letter of credit to insure the completion of the improvements. Based on this analysis, the project is in compliance with this criterion.

7. Whether the proposed use complies with all additional standards imposed on it by the particular provisions of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

Analysis: Section 35.10 of the Large Resort Zoning District establishes the services and amenities that must be provided for all temporary lodging use and additional amenities required at large-scale resorts. The Tradewinds site currently provides all of these services and amenities and will continue to provide them with the expansion of the Sugar Sands site. The Preliminary Site Plan has demonstrated compliance with the applicable site development regulations of the City; and, therefore, the proposed project is in compliance with this criterion.

Additionally, the site is subject to *Land Development Code* Division 39, *Community Redevelopment District General Standards* and the site is in compliance with this Division. Specifically, the Sugar Sands complies with the *General Operational and Aesthetic Requirements* of Section 39.5 as shown on the Preliminary Site Plan and Architectural plans. Additionally, the Sugar Sands (and all of the Tradewinds overall site) complies with Section 39.6, *Temporary Lodging Use Operational and Occupancy Restrictions. Limitations and Prohibitions* since the Facility functions as temporary lodging use and NOT as residential use.

In summary, based on this analysis and the submittal package, the Application is in compliance with this criterion.

IV. COMPLIANCE WITH STANDARDS FOR CONDITIONAL USES WITHIN THE COMMUNITY REDEVELOPMENT DISTRICT (Land Development Code Section 4.12a))

1. Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunications services.

Analysis: As part of this Conditional Use Application, the Applicant has submitted letters of utility availability from the following service providers. The letters of availability are included in this submittal at **Tab V**.

- Potable Water- Pinellas County
- Sanitary Sewer- City of St. Pete Beach (Subject to Certain Sewer Improvements as established in the Development Agreement)
- Reclaimed Water- City of St. Pete Beach
- Stormwater- City of St. Pete Beach and Developer

- Solid Waste- Waste Connections, Inc.
- Electric Service- Duke Energy
- Natural Gas Service- TECO Peoples Gas
- Data Transmission & Telecommunications Services- Singlepoint and Sonifi Solutions, Inc.

Based on the attached letters of utility availability, the proposed project is in compliance with this criterion.

It should also be noted that the Development Agreement establishes the requirements for certain sewer improvements to be accomplished by the Applicant to improve the service to the site and for the general area. As a result of the Development Agreement, the project is in compliance with this criterion.

2. Transportation infrastructure, including ingress and egress from public rights- of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.

Analysis: The Applicant has submitted a *Traffic Impact Study* that documents that transportation infrastructure is available to the site and is adequate for the proposed development. Please refer to the Traffic Impact Study included at **Tab V** in this submittal package and the analysis in **Section III**, Response to Criterion 3.

Additionally, the Preliminary Site Plan illustrates that the design of the parking and loading areas, pedestrian amenities, and sidewalks are adequate to serve the proposed project. Therefore, based on the *Traffic Impact Study* and the Preliminary Site Plan, the application is consistent with this criterion.

3. Hydrological features and stormwater management infrastructure.

Analysis: The Applicant has submitted a Conceptual Master Drainage Plan study prepared by Albert Carrier, P.E., Deuel & Associates, dated August, 2016 (enclosed at **Tab VI**). This Drainage Plan is a detailed analysis of the stormwater management system for both the proposed Sugar Sands as well as the future phases of redevelopment for the Overall Site. The Drainage Plan contains the Conceptual Plans and Calculations for the stormwater management system. Figure 3.0-2, Tradewinds Conceptual Master Drainage Plan, illustrates the six phases of drainage improvements for the Overall Site. Phase 1 of Figure 3.0-2 shows the improvements that will be constructed with the Sugar Sands phase of development. Based on this detailed analysis in the Conceptual Master Drainage Plan, the proposed project is in compliance with this criterion.

4. **Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas.**

Analysis: The Applicant has submitted detailed architectural plans to illustrate the proposed design of the Sugar Sands. The proposed design includes multiple building stepbacks from Gulf Boulevard, use of architectural columns, a varied fenestration, painted stucco, parapets and balconies to create an aesthetically pleasing and human scale building along the front Gulf Boulevard façade. Please refer to the detailed analysis of the height and massing as compared to the existing uses in **Section III**, Response to Criterion 2. Based on this analysis, the project is in compliance with this criterion.

5. **Site landscaping, open space provision and impervious surface limitations.**

Analysis: The Applicant has submitted a detailed Landscape Plan included at **Tab II** of the submittal package to illustrate the proposed site landscaping. The landscaping plan extends the existing high quality of design, tropical foliage, and resort atmosphere currently found on the Tradewinds site into the new Sugar Sands site. With regard to the Impervious Surface Ratio (ISR), the Preliminary Site Plan demonstrates that the project is proposed to comply with the ISR of the Large Resort Zoning District. Based on this analysis, the proposed Application is consistent with this criterion.

6. **Operation and functional requirements of facilities, including hours of abatement requirements, residency limitations and facilities maintenance.**

Analysis: The Tradewinds Resort is a full -service resort and conference center that operates as a 24 hour a day, 365 days a year operation as is expected from a resort. There are multiple on-site restaurants and bars, all of whose operating hours may vary due to meal service time and guest demand. However, it should be noted that outside entertainment is terminated at 10 pm. Entertainment inside the Pavilion is terminated at 11 am. The security staff has the ability and equipment to monitor noise decibels to ensure that all noise is below 65 decibels. Based on this analysis, the proposed project is in compliance with this criterion.

7. **Fire suppression and facility security.**

Analysis: The Applicant has submitted a Fire Plan included at **Tab VII** of this submittal package to demonstrate the detailed emergency procedure to be followed by the Tradewinds employees in the event of a fire. The Fire Plan includes a chain of command, required safety training, inspections and instructions in case of a fire with specific responsibilities for resort staff. Upon review of the Fire Plan, it is evident that the Tradewinds has planned for this possible emergency. It should also be noted that the proposed Sugar Sands building will be completely sprinkled throughout the building, a successful method of fire suppression.

With regard to Facility Security, the Tradewinds site considers security of its guests and employees to be of vital importance. To provide for the highest level of security, the Tradewinds employs 24 staff for security including Gatehouse Ambassadors and has installed multiple cameras on site to / record/ review activities, in case of an incident.

Based on this analysis, the proposed project will be in compliance with this criterion both for fire suppression and facility security.

8. Emergency management and hurricane evacuation provisions.

Analysis: The Applicant has submitted two documents to confirm the Resort's ability to manage the potential emergencies of a hurricane, tornado or severe weather. The Tradewinds Resort Hurricane Policy and Procedure and the Tradewinds Resort Tornado and Severe Weather Policy and Procedure are included in this submittal package at **Tab VIII**. Due to the Tradewinds being located in an area where hurricanes are likely and evacuation of the resort may be required, the Hurricane Policy and Procedure establishes the various responsibilities of staff if and when a hurricane watch or warning is posted. The Tornado and Severe Weather Policy and Procedure establishes the steps to be followed by resort staff in the event of this unforeseen weather.

Based on this analysis and the Policy and Procedures included at **Tab VIII**, the Application is in compliance with this criterion.

9. For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered:

- a. **The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjacent properties and resulting impact on sunlight and views; and**
- b. **The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/ or any accessory use or structure maintains an open view of the waterfront from neighboring properties.**

Analysis: As discussed in **Section III**, Response to Criterion 2, the Applicant has prepared a Shadow Analysis to evaluate the impact on sunlight on the adjacent properties to the north (Shadow Analysis included in this submittal at **Tab III**). As stated in that response, during most of the active beach times, there is a limited amount of shadow created on the active outdoor areas of the adjacent property; and therefore, this Application is consistent with this criterion.

The location of the new Sugar Sands building is located on the eastern portion of the site and is not located in proximity to the CCCL. Additionally, the proposed location of the Sugar Sands in comparison to the location of the existing Alden Suites is not expected to affect the views of the Alden Suites guests. Therefore, in summary, based on this analysis, the proposed project is in compliance with this criterion.

V. SUMMARY

The proposed Conditional Use for the Sugar Sands at Tradewinds Island Grand Beach Resort has submitted a Preliminary Site Plan, Architectural Plans, and a Landscape Plan to illustrate the proposed new Sugar Sands temporary lodging use, its relationship with the overall Tradewinds site, and its compliance with the City's *Comprehensive Plan* and *Land Development Code*. This Narrative and the submittal package include reports and analyses demonstrating that the project complies with the general criteria for Conditional Uses in the *Land Development Code* Section 4.4 (a) and complies with the specific criteria for Conditional Uses in the Community Redevelopment District in the *Land Development Code* Section 4.12(a).

j:\admin\project_docs\tradewinds resort sugar sands\reports\tab 1 cu narrative revised 3-10-17.docx

Mar 13, 2017 - 8:24am X:\CAD Projects\Projects\2012\2012-7-17\Engineering\Wood\2012-7-17-BT TRADEWINDS FOR PSP.dwg

LEGEND	
A	ARC
A/C	AIR CONDITIONER
ACOE	ARMY CORPS & ENGINEERS
BFPD	BACK FLOW PREVENTION DEVICE
BM	BENCHMARK
BOLL	BOLLARD
C	CHORD
(C)	CALCULATED
CB	CHORD BEARING
CCCL	COASTAL CONSTRUCTION
CL	CONTROL LINE
CBW	CONCRETE BLOCK WALL
CFD	C. FRED DEUEL & ASSOCIATES, INC.
CHB	CHORD BEARING
CL	CENTERLINE
CLF	CHAIN LINK FENCE
C.M.	CONCRETE MONUMENT
CONC.	CONCRETE
C/T	CURB TIE
CTV	CABLE TELEVISION
D	DELTA
(D)	DEED
DB	DEED BOOK
ERCP	ELLIPTICAL REINFORCED
CONCRETE PIPE	CONCRETE PIPE
EP	EDGE OF PAVEMENT
EL	ELEVATION
(F)	FIELD
F	FOUND
FCIR	FOUND CAPPED IRON ROD
FCM	FOUND CONCRETE MONUMENT
FF	FINISHED FLOOR
FHA	FIRE HYDRANT ASSEMBLY
FIP	FOUND IRON PIPE
FIR	FOUND IRON ROD
FN&D	FOUND NAIL AND DISK
FFKD	FOUND PK NAIL AND DISK
FFC	FLORIDA POWER CORPORATION (NOW KNOWN AS DUKE ENERGY)
FR&D	FOUND RIVET AND DISK
F/T	FENCE TIE
GI	GRATE INLET
GAV	GAS VALVE
GM	GAS METER
GV	GATE VALVE
GW	GUY WIRE
GTE	GENERAL TELEPHONE COMPANY (NOW KNOWN AS VERIZON)
H/C	HANDICAP PARKING SPACE
ID.	IDENTIFICATION
L#	LINE - SEE LINE TABLE
(L)	LEGAL
LB	LICENSED BUSINESS
LF	LOWEST FLOOR ELEVATION
LP	LIGHT POLE
MAS.	MASONRY
M.C.	MOTOR CYCLE PARKING SPACE
MH	MANHOLE
NAVDB8	NORTH AMERICAN VERTICAL DATUM 1988
NGS	NATIONAL GEODETIC SURVEY
N&D	NAIL AND DISK
NFL	NOT FIELD LOCATED
No.	NUMBER
OH	OVERHEAD WIRES
OR	OFFICIAL RECORD BOOK
(P1)	PLAT BOOK 31, PAGE 33
(CPB1)	CONDOMINIUM PLAT BOOK 134, PAGE 32-37
(CPB2)	CONDOMINIUM PLAT BOOK 157, PAGE 49-54
(CPB3)	CONDOMINIUM PLAT BOOK 157, PAGES 84-89
(CPB4)	CONDOMINIUM PLAT BOOK 68, PAGES 17-27
PB	PAGE/PAGES
PG	PAGE/PAGES
PLS	PROFESSIONAL LAND SURVEYOR
POB	POINT OF BEGINNING
POL	POINT ON LINE
PP	POWER POLE
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR & MAPPER
PVC	POLY VINYL CHLORIDE
P/T	PAVEMENT TIE
R	RADIUS
RCF	REINFORCED CONCRETE PIPE
RCW	RECLAIMED WATER
RNG.	RANGE
R/W	RIGHT-OF-WAY
SEC.	SECTION
SAN.	SANITARY
SCIR	SET CAPPED IRON ROD
SCO	SANITARY CLEAN-OUT
SCM	SET CONCRETE MONUMENT
SPKD	SET PK NAIL AND DISK
SR	STATE ROAD
SW/T	SIDEWALK TIE
TBM	TEMPORARY BENCHMARK
TOB	TOP OF BANK
TOS	TOE OF SLOPE
TRANS	TRANSFORMER
TYP	TYPICAL
TWP.	TOWNSHIP
UP	UTILITY POLE
VCP	VITRIFIED CLAY PIPE
VERT.	VERTICAL
VO	VERTICAL OFFSET
WF	WOOD FENCE
WW	WATER VALVE

	CONCRETE
	BRICK

PREPARED FOR:

FORTUNE HOTELS, INC.

CERTIFIED TO:

RIA--TRADEWINDS, INC.
RIA--BRECKENRIDGE, INC.
RIA--CORAL REEF, INC.
FIFTH THIRD BANK
CHICAGO TITLE INSURANCE COMPANY

SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE:

ALBERT P. CARRIER
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6488
STATE OF FLORIDA

CONDITIONAL USE PERMIT SET
FOR CITY OF ST. PETE BEACH
ORIGINAL SUBMITTAL DATE: 2/17/17
RE-SUBMITTAL DATE: 3/7/17

ADJOINERS (ADJ):

ADJ#1
PARCEL #
06-32-16-11484-000-0010
SEAMARK INC
5396 GULF BLVD ST PETE BEACH 33706
OR 04702, PG 2082

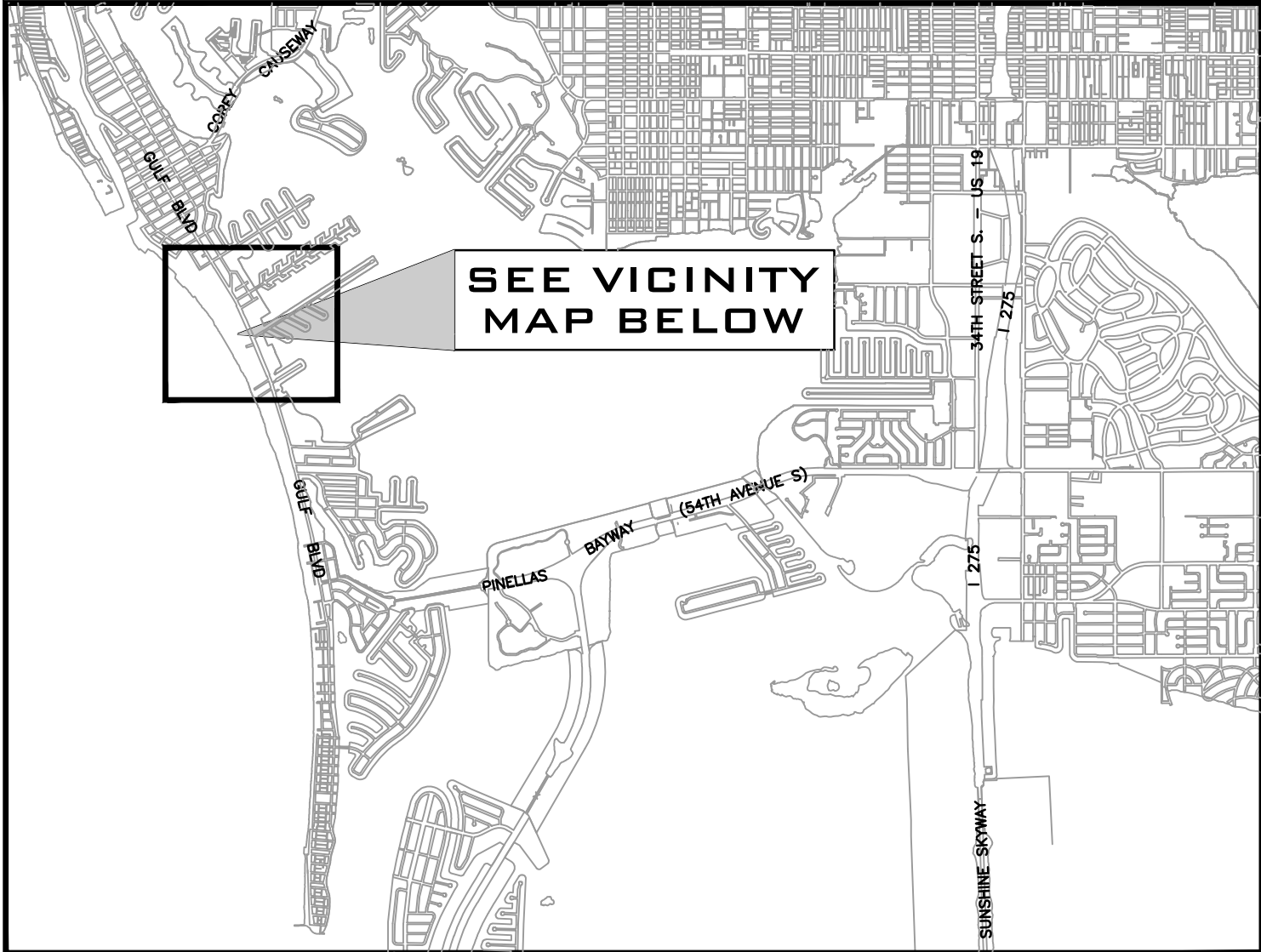
ADJ#2
PARCEL #
06-32-16-79378-000-0001
SEAMARK INC
0 GULF BLVD ST PETE BEACH 33706
OR N/A

ADJ#3
PARCEL #
01-32-15-00000-110-0500
ALDEN ENTERPRISES INC
5900 GULF BLVD ST PETE BEACH 33706
OR 03625, PG 0835

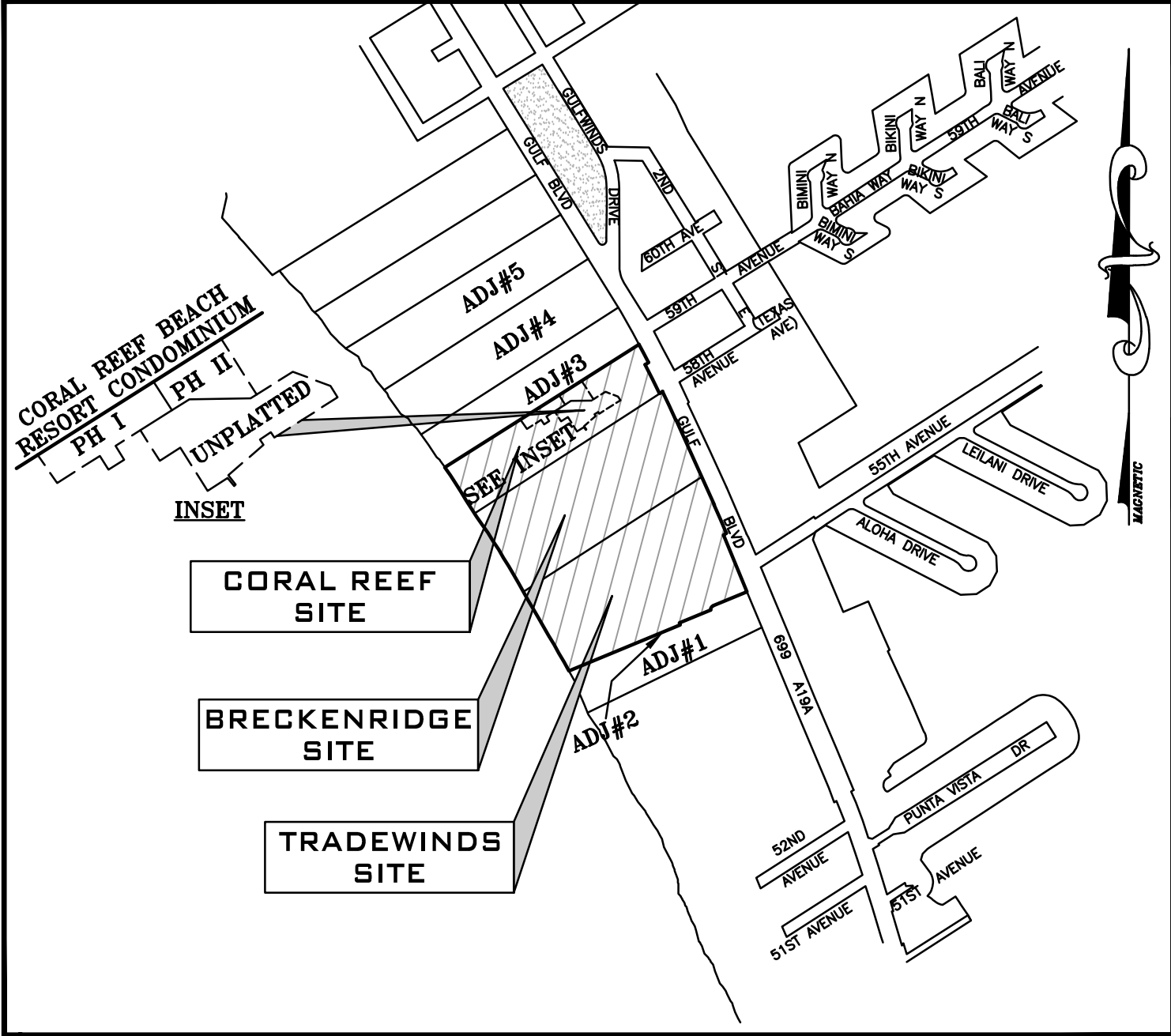
ADJ#4
PARCEL #
01-32-15-00000-110-0400
RIA-SANDPIPER INC
6000 GULF BLVD ST PETE BEACH 33706
OR 15555, PG 0057

ADJ#5
PARCEL #
01-32-15-00000-110-0300
REAGAN, BROWNLEE
6100 GULF BLVD ST PETE BEACH 33706
OR 07786, PG 1029

LOCATION MAP



VICINITY MAP



SECTION 1, TOWNSHIP 32S, RANGE 15E (CORAL REEF)
SECTION 6, TOWNSHIP 32S, RANGE 16E (TRADEWINDS, BRECKENRIDGE& CORAL REEF)

SURVEYOR'S REPORT

INTENT:

THE INTENT OF THIS BOUNDARY, TOPOGRAPHIC AND MEAN HIGH WATER LINE SURVEY IS TO MAKE A DETERMINATION OF THE POSITION OF THE BOUNDARY OF REAL PROPERTY IN ACCORDANCE WITH THE REAL PROPERTY DESCRIPTION SHOWN IN THIS REPORT (SEE LEGAL DESCRIPTION), SHOW THE SPATIAL RELATIONSHIP OF EXISTING VISIBLE ABOVE GROUND FEATURES TO THE PROPERTY BOUNDARY AND AN ESTABLISHED VERTICAL DATUM AND LOCATE THE MEAN HIGH WATER LINE RELATED TO NATIONAL TIDAL DATUM EPOCH 1983-2001 (NTDE 83-01) REFERENCED TO NORTH AMERICAN VERTICAL DATUM ADJUSTMENT OF 1988 (NAVDB88).

MAP OF BOUNDARY, TOPOGRAPHIC AND MEAN HIGH WATER LINE SURVEY:

1. SURVEY MAPS AND REPORTS OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
2. THE SURVEY MAP AND REPORT OR COPIES THEREOF ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.
3. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED.

LEGAL DESCRIPTION:

PER COMMITMENT FOR TITLE INSURANCE BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO. 4654457, EFFECTIVE DATE: MARCH 08, 2014 AT 5:00 PM REVISION 2 (3-20-2014).

PARCEL 1: (TRADEWINDS)

LOT 2, BRIGHTWATERS BEACH HOTEL REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 31, PAGE 33, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND

THAT CERTAIN TRACT OF LAND LYING BETWEEN THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO AND THE WESTERLY BOUNDARY OF STATE ROAD #699 (GULF BOULEVARD), THE NORTHERLY BOUNDARY OF SAID TRACT BEING 299.92 FEET AT RIGHT ANGLES SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF TEXAS AVENUE (58TH AVENUE), AS RECORDED IN PLAT OF ST. PETERSBURG BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 20, PAGE 11, AND THE SOUTHERLY BOUNDARY OF SAID TRACT BEING THE NORTH LINE OF SAID LOT 2, BRIGHTWATERS BEACH HOTEL REPLAT, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND

UNITS CU-1, CU-2, CU-3, CU-4, CU-3257, CU-4257, CU-5257, CU-6257, CU-7248, CU-7257 AND CU-8248 WHICH ARE INCLUDED IN PARCEL 1, ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 13930, PAGE 2178, AS AMENDED BY FIRST AMENDMENT, RECORDED IN OFFICIAL RECORDS BOOK 13984, PAGE 826; SECOND AMENDMENT, RECORDED IN OFFICIAL RECORDS BOOK 14405, PAGE 1725, AND FOURTH AMENDMENT, RECORDED IN OFFICIAL RECORDS BOOK 14541, PAGE 918, AND ALL AMENDMENTS THERETO, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

TOGETHER WITH EASEMENT RIGHTS CREATED BY RECIPROCAL EASEMENTS WITH COVENANTS TO SHARE COSTS FOR THE JACARANDA BUILDING, RECORDED IN OFFICIAL RECORDS BOOK 13930, PAGE 2130, AND EASEMENT RIGHTS CREATED BY THE DECLARATION OF CONDOMINIUM OF JACARANDA BEACH VILLAS CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 13930, PAGE 2178 AS AMENDED, AND EASEMENT RIGHTS CREATED BY THE AMENITIES AND FACILITIES ACCESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 13930, PAGE 2078, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

ALL BEING A PART OF GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 32 SOUTH, RANGE 15 EAST, AND A PART OF SECTION 6, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA.

LESS AND EXCEPT:

ALL OF JACARANDA BEACH VILLAS CONDOMINIUM OTHER THAN UNITS CU-1, CU-2, CU-3, CU-4, CU-3257, CU-4257, CU-5257, CU-6257, CU-7248, CU-7257 AND CU-8248 WHICH ARE INCLUDED IN PARCEL 1, ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 13930, PAGE 2178, AS AMENDED BY FIRST AMENDMENT, RECORDED IN OFFICIAL RECORDS BOOK 13984, PAGE 826; SECOND AMENDMENT, RECORDED IN OFFICIAL RECORDS BOOK 14238, PAGE 826; THIRD AMENDMENT, RECORDED IN OFFICIAL RECORDS BOOK 14405, PAGE 1725, AND FOURTH AMENDMENT, RECORDED IN OFFICIAL RECORDS BOOK 14541, PAGE 918, AND ALL AMENDMENTS THERETO, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

PARCEL 2: (BRECKENRIDGE)

A TRACT OF LAND LYING BETWEEN PARALLEL LINES 299.92 FEET APART AND LYING BETWEEN THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO AND THE WESTERLY BOUNDARY OF STATE ROAD 699 (FORMERLY STATE ROAD 233) (GULF BOULEVARD); THE SOUTHERLY BOUNDARY OF SAID STRIP OF LAND BEING 299.92 FEET AT RIGHT ANGLES SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY LINE OF TEXAS AVENUE (58TH AVENUE) IN ST. PETERSBURG BEACH, FIRST ADDITION, AS SHOWN BY PLAT BOOK 20, PAGE 11, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; AND THE NORTHERLY BOUNDARY OF SAID STRIP OF LAND BEING THE SOUTH LINE OF TEXAS AVENUE ON SAID PLAT.

ALSO A TRACT OF LAND LYING BETWEEN PARALLEL LINES 3 FEET APART AT RIGHT ANGLES, EXTENDING FROM THE WESTERLY BOUNDARY LINE OF FIFTH STREET (GULF BOULEVARD) TO THE WATERS OF THE GULF OF MEXICO, THE SOUTHEASTERLY BOUNDARY OF WHICH BEING THE SOUTHEASTERLY BOUNDARY OF TEXAS AVENUE, AND TEXAS AVENUE EXTENDED TO THE WATERS OF THE GULF OF MEXICO, AS SAID AVENUE IS SHOWN UPON THE PLAT OF ST. PETERSBURG BEACH, FIRST ADDITION, AS RECORDED IN PLAT BOOK 20, PAGE 11, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND WHICH HAS BEEN VACATED BY RESOLUTION RECORDED IN DEED BOOK 1489, PAGE 130, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID LAND LYING IN SECTION 1, TOWNSHIP 32 SOUTH, RANGE 15 EAST, AND SECTION 6, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA.

LESS AND EXCEPT THEREFROM THAT PORTION CONVEYED TO BRECKENRIDGE DEVELOPMENT, INC., A FLORIDA CORPORATION BY SPECIAL WARRANTY DEED, RECORDED DECEMBER 5, 2012 IN OFFICIAL RECORDS BOOK 17809, PAGE 488, DESCRIBED AS FOLLOWS:

BRECKENRIDGE BEACH VILLAS CONDO PHASE 1:

THAT CERTAIN AIRSPACE AND CERTAIN NON-EXCLUDED INFRASTRUCTURE CONTAINED WITHIN THE SECOND FLOOR OF A BUILDING (THE "BUILDING") MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BUILDING FOOTPRINT DESCRIPTION:

THE BUILDING IS LOCATED ON A PARCEL OF LAND BEING A PORTION OF PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 13930, PAGE 1951 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID LANDS BEING THAT PROPERTY LYING BETWEEN THE SOUTH LINE OF TEXAS AVENUE AS SHOWN ON THE PLAT OF ST. PETERSBURG BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 20, PAGE 11 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND A LINE LYING 299.92 FEET SOUTH OF, AND PARALLEL WITH, THE SOUTH LINE OF TEXAS AVENUE, TOGETHER WITH THE SOUTH 3.00 FEET OF SAID TEXAS AVENUE, SAID LANDS LYING BETWEEN THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO AND THE WEST RIGHT OF WAY LINE OF GULF BOULEVARD (STATE ROAD 699), AND WHICH PARCEL OF LAND CONTAINS THE BUILDING HAVING A FOOTPRINT LEGALLY DESCRIBED AS FOLLOWS (THE BUILDING FOOTPRINT):

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF GULF BOULEVARD (STATE ROAD 699) WITH THE NORTH LINE OF PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 13930, PAGE 1951 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE RUN SOUTH 57 DEGREES 10 SECONDS WEST ALONG SAID NORTH LINE OF PROPERTY, A DISTANCE OF 584.92 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 32 DEGREES 41 MINUTES 50 SECONDS EAST, A DISTANCE OF 13.21 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 32 DEGREES 44 MINUTES 15 SECONDS EAST, A DISTANCE OF 114.31 FEET; THENCE RUN NORTH 57 DEGREES 15 MINUTES 45 SECONDS EAST, A DISTANCE OF 17.00 FEET; THENCE RUN SOUTH 32 DEGREES 44 MINUTES 15 SECONDS EAST, A DISTANCE OF 29.75 FEET; THENCE RUN SOUTH 57 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 17.00 FEET; THENCE RUN SOUTH 32 DEGREES 44 MINUTES 15 SECONDS EAST, A DISTANCE OF 129.27 FEET; THENCE RUN SOUTH 57 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 69.33 FEET; THENCE RUN NORTH 32 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 33.17 FEET; THENCE RUN NORTH 57 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 5.00 FEET; THENCE RUN NORTH 32 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 56.90 FEET; THENCE RUN SOUTH 57 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 93.30 FEET; THENCE RUN NORTH 57 DEGREES 15 MINUTES 45 SECONDS EAST, A DISTANCE OF 2.00 FEET; THENCE RUN NORTH 32 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 56.79 FEET; THENCE RUN SOUTH 57 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 5.00 FEET; THENCE RUN NORTH 32 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 33.17 FEET; THENCE RUN NORTH 57 DEGREES 15 MINUTES 45 SECONDS EAST, A DISTANCE OF 69.33 FEET TO THE POINT OF BEGINNING.

SECOND FLOOR AIRSPACE DESCRIPTION:

THE PROPERTY CONSISTS OF CERTAIN AIRSPACE WITHIN THE SECOND FLOOR OF THE BUILDING ("SECOND FLOOR AIRSPACE") AND CERTAIN INTERIOR INFRASTRUCTURE IMPROVEMENTS THEREIN, WHICH SECOND FLOOR AIRSPACE HAS THE FOLLOWING BOUNDARIES:

PERIMETER BOUNDARIES:

THE IMAGINARY VERTICAL PLANES FORMED BY AND ADJACENT TO THE INTERIOR UNFINISHED SURFACES OF THE WALLS THAT BOUND THE SECOND FLOOR AIRSPACE AS MORE PARTICULARLY DEPICTED ON EXHIBIT "B" ATTACHED TO THE DEED IN OFFICIAL RECORDS BOOK 17809, PAGE 488 (PERIMETER BOUNDARIES").

LOWER BOUNDARY DESCRIPTION:

THE HIGHEST POINT OF THE UNFINISHED SURFACE OF THE SECOND FLOOR SLAB OF THE BUILDING, EXTENDED TO AN INTERSECTION WITH THE PERIMETER BOUNDARIES.

UPPER BOUNDARY DESCRIPTION:

THE LOWEST POINT OF THE UNFINISHED SURFACE OF THE SECOND FLOOR CEILING OF THE BUILDING, EXTENDED TO AN INTERSECTION WITH THE PERIMETER BOUNDARY.

THE PROPERTY ALSO INCLUDED CERTAIN INTERIOR INFRASTRUCTURE IMPROVEMENTS WITHIN THE SECOND FLOOR AIRSPACE CONSISTING SOLELY OF THE FOLLOWING: FINISHED SURFACES OF THE INTERIOR WALLS, FLOORS AND CEILINGS; INTERIOR WINDOWS AND DOORS; AND NON-BEARING OR NON-SHEAR WALLS. HOWEVER, THE PROPERTY SHALL NOT INCLUDE (A) THE "BUILDING COMMON AREAS AND SYSTEMS," AS DEFINED IN THAT CERTAIN RECIPROCAL EASEMENT WITH COVENANTS TO SHARE COSTS FOR THE BRECKENRIDGE BUILDING RECORDED IN OFFICIAL RECORDS BOOK 17809, PAGE 293, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND (B) THE LOAD-BEARING OR SHEAR WALLS LOCATED WITHIN THE BUILDING, WHICH ARE INCLUDED IN THE DEFINITION OF "BUILDING COMMON AREAS AND SYSTEMS," ALL OF WHICH ARE EXPRESSLY EXCLUDED FROM THE SECOND FLOOR AIRSPACE.

ALSO LESS AND EXCEPT FROM SAID PARCEL 2, THAT CERTAIN PORTION CONVEYED TO BRECKENRIDGE DEVELOPMENT, INC., A FLORIDA CORPORATION BY SPECIAL WARRANTY DEED, RECORDED JULY 3, 2013 IN OFFICIAL RECORDS BOOK 18070, PAGE 694, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BRECKINRIDGE BEACH VILLAS PHASE 2:

THAT CERTAIN AIRSPACE AND CERTAIN NON-EXCLUDED INFRASTRUCTURE CONTAINED WITHIN THE THIRD FLOOR OF A BUILDING (THE "BUILDING") MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BUILDING FOOTPRINT DESCRIPTION:

THE BUILDING IS LOCATED ON A PARCEL OF LAND BEING A PORTION OF PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 13930, PAGE 1951 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID LANDS BEING THAT PROPERTY LYING BETWEEN THE SOUTH LINE OF TEXAS AVENUE AS SHOWN ON THE PLAT OF ST. PETERSBURG BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 20, PAGE 11 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND A LINE LYING 299.92 FEET SOUTH OF, AND PARALLEL WITH, THE SOUTH LINE OF TEXAS AVENUE, TOGETHER WITH THE SOUTH 3.00 FEET OF SAID TEXAS AVENUE, SAID LANDS LYING BETWEEN THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO AND THE WEST RIGHT OF WAY LINE OF GULF BOULEVARD (STATE ROAD 699), AND WHICH PARCEL OF LAND CONTAINS THE BUILDING HAVING A FOOTPRINT LEGALLY DESCRIBED AS FOLLOWS (THE BUILDING FOOTPRINT):

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF GULF BOULEVARD (STATE ROAD 699) WITH THE NORTH LINE OF PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 13930, PAGE 1951 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE RUN SOUTH 57 DEGREES 18 MINUTES 10 SECONDS WEST ALONG SAID NORTH LINE OF PROPERTY, A DISTANCE OF 584.92 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 32 DEGREES 41 MINUTES 50 SECONDS EAST, A DISTANCE OF 13.21 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 32 DEGREES 44 MINUTES 15 SECONDS EAST, A DISTANCE OF 114.31 FEET; THENCE RUN NORTH 57 DEGREES 15 MINUTES 45 SECONDS EAST, A DISTANCE OF 17.00 FEET; THENCE RUN SOUTH 32 DEGREES 44 MINUTES 15 SECONDS EAST, A DISTANCE OF 29.75 FEET; THENCE RUN SOUTH 57 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 17.00 FEET; THENCE RUN SOUTH 32 DEGREES 44 MINUTES 15 SECONDS EAST, A DISTANCE OF 129.27 FEET; THENCE RUN SOUTH 57 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 69.33 FEET; THENCE RUN NORTH 32 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 33.17 FEET; THENCE RUN NORTH 57 DEGREES 15 MINUTES 45 SECONDS EAST, A DISTANCE OF 5.00 FEET; THENCE RUN NORTH 32 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 56.90 FEET; THENCE RUN SOUTH 57 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 93.30 FEET; THENCE RUN NORTH 57 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 5.00 FEET; THENCE RUN NORTH 32 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 33.17 FEET; THENCE RUN NORTH 57 DEGREES 15 MINUTES 45 SECONDS EAST, A DISTANCE OF 69.33 FEET TO THE POINT OF BEGINNING.

THIRD FLOOR AIRSPACE DESCRIPTION:

THE PROPERTY CONSISTS OF CERTAIN AIRSPACE WITHIN THE THIRD FLOOR OF THE BUILDING ("THIRD FLOOR AIRSPACE") AND CERTAIN INTERIOR INFRASTRUCTURE IMPROVEMENTS THEREIN, WHICH THIRD FLOOR AIRSPACE HAS THE FOLLOWING BOUNDARIES:

PERIMETER BOUNDARIES:

THE IMAGINARY VERTICAL PLANES FORMED BY AND ADJACENT TO THE INTERIOR UNFINISHED SURFACES OF THE WALLS THAT BOUND THE THIRD FLOOR AIRSPACE AS MORE PARTICULARLY DEPICTED ON EXHIBIT "B" ATTACHED TO THE DEED IN OFFICIAL RECORDS BOOK 18070, PAGE 694 (PERIMETER BOUNDARIES").

LOWER BOUNDARY DESCRIPTION:

THE HIGHEST POINT OF THE UNFINISHED SURFACE OF THE THIRD FLOOR SLAB OF THE BUILDING, EXTENDED TO AN INTERSECTION WITH THE PERIMETER BOUNDARIES.

SEE SURVEYOR'S REPORT (CONTINUED-1) ON SHEET 2 OF 5, FOR CONTINUATION OF REPORT.

SEE SHEETS 1 AND 2 FOR SURVEYOR'S REPORT.

SEE SHEET 3 FOR BOUNDARY DETAIL.

SEE SHEETS 4 AND 5 FOR MAPPING DETAIL AND MONUMENTATION.

DEUEL & ASSOCIATES
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WWW.DEUELENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED BUSINESS NUMBER 107

BOUNDARY AND TOPOGRAPHIC SURVEY
TRADEWINDS RESORTS

ST. PETE BEACH

FLORIDA

PREPARED FOR:

FORTUNE HOTELS, INC.

I, ALBERT P. CARRIER, THE SURVEYOR IN RESPONSIBLE CHARGE, CERTIFY THAT THE SURVEY REPRESENTED HEREON, WAS MADE UNDER MY SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES AS PRESCRIBED IN CHAPTER 472, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. THIS DOCUMENT IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ALBERT P. CARRIER, PSM, 6488, LB 107

WORK ORDER NO. 2012-7-17S

DRAWN BY: DES/LKC

FIELD DATE: 4/04/2016

SCALE: 1" = 40'

SHEET NO. BT1 OF 5

SURVEYOR'S REPORT (CONTINUED-1)

UPPER BOUNDARY DESCRIPTION:

THE LOWEST POINT OF THE UNFINISHED SURFACE OF THE THIRD FLOOR CEILING OF THE BUILDING, EXTENDED TO AN INTERSECTION WITH THE PERIMETER BOUNDARY.

THE PROPERTY ALSO INCLUDES CERTAIN INTERIOR INFRASTRUCTURE IMPROVEMENTS WITHIN THE THIRD FLOOR AIRSPACE CONSISTING SOLELY OF THE FOLLOWING: FINISHED SURFACES OF THE INTERIOR WALLS, FLOORS AND CEILINGS; INTERIOR WINDOWS AND DOORS; AND NON-BEARING OR NON-SHEAR WALLS. HOWEVER, THE PROPERTY SHALL NOT INCLUDE (A) THE "BUILDING COMMON AREAS AND SYSTEMS," AS DEFINED IN THAT CERTAIN RECIPROCAL EASEMENT WITH COVENANTS TO SHARE COSTS FOR THE BRECKENRIDGE BUILDING RECORDED IN OFFICIAL RECORDS BOOK 17809, PAGE 293, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND (B) THE LOAD-BEARING OR SHEAR WALLS LOCATED WITHIN THE BUILDING, WHICH ARE INCLUDED IN THE DEFINITION OF "BUILDING COMMON AREAS AND SYSTEMS," ALL OF WHICH ARE EXPRESSLY EXCLUDED FROM THE THIRD FLOOR AIRSPACE.

ALSO LESS AND EXCEPT FROM PARCEL 2 HEREIN:

THAT CERTAIN AIRSPACE AND CERTAIN NON-EXCLUDED INFRASTRUCTURE CONTAINED WITHIN THE FOURTH FLOOR OF A BUILDING (THE "BUILDING") MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BUILDING FOOTPRINT DESCRIPTION:

THE BUILDING IS LOCATED ON A PARCEL OF LAND BEING A PORTION OF PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 13930, PAGE 1951 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID LANDS BEING THAT PROPERTY LYING BETWEEN THE SOUTH LINE OF TEXAS AVENUE AS SHOWN ON THE PLAT OF ST. PETERSBURG BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 20, PAGE 11 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND A LINE LYING 299.92 FEET SOUTH OF, AND PARALLEL WITH, THE SOUTH LINE OF TEXAS AVENUE, TOGETHER WITH THE SOUTH 3.00 FEET OF SAID TEXAS AVENUE, SAID LANDS LYING BETWEEN THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO AND THE WEST RIGHT OF WAY LINE OF GULF BOULEVARD (STATE ROAD 699), AND WHICH PARCEL OF LAND CONTAINS THE BUILDING HAVING A FOOTPRINT LEGALLY DESCRIBED AS FOLLOWS (THE "BUILDING FOOTPRINT"):

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF GULF BOULEVARD (STATE ROAD 699) WITH THE NORTH LINE OF PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 13930, PAGE 1951 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE RUN S57°18'10"W ALONG SAID NORTH LINE OF PROPERTY, A DISTANCE OF 584.92 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S32°41'50"E, A DISTANCE OF 13.21 FEET TO THE POINT OF BEGINNING; THENCE RUN S32°44'15"E, A DISTANCE OF 114.31 FEET; THENCE RUN N57°15'45"E, A DISTANCE OF 17.00 FEET; THENCE RUN S32°44'15"E, A DISTANCE OF 29.75 FEET; THENCE RUN S57°15'45"W, A DISTANCE OF 17.00 FEET; THENCE RUN S32°44'15"E, A DISTANCE OF 129.27 FEET; THENCE RUN S57°15'45"W, A DISTANCE OF 69.33 FEET; THENCE RUN N32°44'15"W, A DISTANCE OF 33.17 FEET; THENCE RUN N57°15'45"E, A DISTANCE OF 5.00 FEET; THENCE RUN N32°44'15"W, A DISTANCE OF 56.90 FEET; THENCE RUN S57°15'45"W, A DISTANCE OF 2.00 FEET; THENCE RUN N32°44'15"W, A DISTANCE OF 93.30 FEET; THENCE RUN N57°15'45"E, A DISTANCE OF 2.00 FEET; THENCE RUN N32°44'15"W, A DISTANCE OF 56.79 FEET; THENCE RUN S57°15'45"W, A DISTANCE OF 5.00 FEET; THENCE RUN N32°44'15"W, A DISTANCE OF 33.17 FEET; THENCE RUN N57°15'45"E, A DISTANCE OF 69.33 FEET TO THE POINT OF BEGINNING.

FOURTH FLOOR AIRSPACE DESCRIPTION:

THE PROPERTY CONSISTS OF CERTAIN AIRSPACE WITHIN THE FOURTH FLOOR OF THE BUILDING ("FOURTH FLOOR AIRSPACE") AND CERTAIN INTERIOR INFRASTRUCTURE IMPROVEMENTS THEREIN, WHICH FOURTH FLOOR AIRSPACE HAS THE FOLLOWING BOUNDARIES:

PERIMETER BOUNDARIES:

THE IMAGINARY VERTICAL PLANES FORMED BY AND ADJACENT TO THE INTERIOR UNFINISHED SURFACES OF THE WALLS THAT BOUND THE FOURTH FLOOR AIRSPACE AS MORE PARTICULARLY DEPICTED ON PAGE 667 OF THE DECLARATION OF CONDOMINIUM OF BRECKENRIDGE BEACH VILLAS CONDOMINIUM, DATED DECEMBER 5, 2012, RECORDED ON DECEMBER 5, 2012 IN OFFICIAL RECORDS BOOK 17809, PAGE 602, ("PERIMETER BOUNDARIES").

LOWER BOUNDARY DESCRIPTION:

THE HIGHEST POINT OF THE UNFINISHED SURFACE OF THE FOURTH FLOOR SLAB OF THE BUILDING, EXTENDED TO AN INTERSECTION WITH THE PERIMETER BOUNDARIES.

UPPER BOUNDARY DESCRIPTION:

THE LOWEST POINT OF THE UNFINISHED SURFACE OF THE FOURTH FLOOR CEILING OF THE BUILDING, EXTENDED TO AN INTERSECTION WITH THE PERIMETER BOUNDARY.

THE PROPERTY ALSO INCLUDES CERTAIN INTERIOR INFRASTRUCTURE IMPROVEMENTS WITHIN THE FOURTH FLOOR AIRSPACE CONSISTING SOLELY OF THE FOLLOWING: FINISHED SURFACES OF THE INTERIOR WALLS, FLOORS AND CEILINGS; INTERIOR WINDOWS AND DOORS; AND NON-BEARING OR NON-SHEAR WALLS. HOWEVER, THE PROPERTY SHALL NOT INCLUDE (A) THE "BUILDING COMMON AREAS AND SYSTEMS," AS DEFINED IN THAT CERTAIN RECIPROCAL EASEMENT WITH COVENANTS TO SHARE COSTS FOR THE BRECKENRIDGE BUILDING RECORDED IN OFFICIAL RECORDS BOOK 17809, PAGE 293, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND (B) THE LOAD-BEARING OR SHEAR WALLS LOCATED WITHIN THE BUILDING, WHICH ARE INCLUDED IN THE DEFINITION OF "BUILDING COMMON AREAS AND SYSTEMS," ALL OF WHICH ARE EXPRESSLY EXCLUDED FROM THE FOURTH FLOOR AIRSPACE.

PARCEL 3: (SANDPIPER)

NOT A PART OF THIS SURVEY

LEGAL DESCRIPTION:

PUR COMMITMENT FOR TITLE INSURANCE BY FIRST AMERICAN TITLE INSURANCE COMPANY, AGENT FILE NO: 36536--0015, COMMITMENT DATE: AUGUST 04, 2014 AT 8:00 AM, REVISED AUGUST 25, 2014.

CORAL REEF:

PARCEL 1 (FEE SIMPLE):

A TRACT OF LAND LYING BETWEEN PARALLEL LINES 242 FEET APART AT RIGHT ANGLES EXTENDING FROM THE WESTERLY RIGHT OF WAY LINE OF FIFTH STREET (GULF BOULEVARD) TO THE MEAN HIGH WATER LINE OF GULF OF MEXICO, THE SOUTHEASTERN BOUNDARY OF WHICH BEING A LINE 18 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHEASTERLY BOUNDARY OF TEXAS AVENUE AND TEXAS AVENUE EXTENDED TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO, AS SAID AVENUE IS SHOWN UPON THE PLAT OF ST. PETERSBURG BEACH SUBDIVISION FIRST ADDITION AS RECORDED IN PLAT BOOK 20, PAGE 11, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; SAID LAND INCLUDING ALL OF TRACT "A" OF "VON COURT'S REPLAT," ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 21, PAGE 68, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND A PART OF GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 32 SOUTH, RANGE 15 EAST, AND A PART OF GOVERNMENT LOT 1, SECTION 6, TOWNSHIP 32 SOUTH, RANGE 16 EAST; LESS AND EXCEPT RIGHT OF WAY FOR GULF BOULEVARD.

AND

THE NORTHWESTERLY 15 FEET OF THE FOLLOWING: A TRACT OF LAND LYING BETWEEN PARALLEL LINES 18 FEET APART AT RIGHT ANGLES EXTENDING FROM THE WESTERLY RIGHT OF WAY BOUNDARY LINE OF FIFTH STREET (GULF BOULEVARD) TO THE MEAN HIGH WATER LINE OF GULF OF MEXICO, THE SOUTHEASTERN BOUNDARY OF WHICH BEING THE SOUTHEASTERLY BOUNDARY OF TEXAS AVENUE AND TEXAS AVENUE EXTENDED TO THE MEAN HIGH WATER LINE OF GULF OF MEXICO, AS SAID AVENUE IS SHOWN ON THE PLAT OF ST. PETERSBURG BEACH SUBDIVISION FIRST ADDITION, AS RECORDED IN PLAT BOOK 20, PAGE 11, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA SAID LANDS LYING IN SECTION 1, TOWNSHIP 32 SOUTH, RANGE 15 EAST AND IN SECTION 6, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; LESS AND EXCEPT RIGHT OF WAY FOR GULF BOULEVARD.

LESS

A PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 1, SECTION 1,TOWNSHIP 32 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE EASTERN MOST CORNER OF "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE II" AS RECORDED IN CONDOMINIUM PLAT BOOK 68, PAGES 17 THROUGH 27, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N 57°11'48" E FOR 70.00 FEET; THENCE S 69°41'32" E FOR 65.63 FEET; THENCE S 32°48'12" E FOR 22.06 FEET; THENCE S 57°11'48" W FOR 122.42 FEET; THENCE N 34°55'27" W FOR 10.21 FEET; THENCE S 55°04'33" W FOR 21.18 FEET; THENCE S 48°57'18" W FOR 10.21 FEET; THENCE S 38°48'04" E FOR 19.78 FEET; THENCE S 44°16'39" W FOR 3.59 FEET; THENCE N 38°48'04" W FOR 17.00 FEET; THENCE S 57°11'48" W FOR 38.89 FEET; THENCE N 32°48'12" W FOR 63.12 FEET; THENCE S 57°11'48" W FOR 39.78 FEET; THENCE N 32°48'12" W FOR 58.80 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE I" AS RECORDED IN CONDOMINIUM PLAT BOOK 66, PAGES 27 THROUGH 39, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID SOUTHEASTERLY BOUNDARY, AND THE SOUTHEASTERLY BOUNDARY OF SAID "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE II" THE FOLLOWING THREE (3) COURSES: 1) N 57°13'15" E FOR 94.61 FEET; 2) THENCE N 88°36'37" E FOR 99.92 FEET; 3) THENCE N 57°11'48" E FOR 11.42 FEET TO THE POINT OF BEGINNING.

ALSO LESS: "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE I" AS RECORDED IN CONDOMINIUM PLAT BOOK 66, PAGES 27 THROUGH 39, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

ALSO LESS: "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE II" AS RECORDED IN CONDOMINIUM PLAT BOOK 68, PAGES 17 THROUGH 27, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL II(EASEMENT ESTATE):

EASEMENT RIGHTS GRANTED IN DECLARATION OF RECIPROCAL EASEMENTS, RESTRICTIONS AND COVENANTS BY AND BETWEEN REEF RESORT CONDOMINIUM ASSOCIATION, INC. AND 5800 GULF HOLDINGS LLC RECORDED JULY 22, 2014 IN OFFICIAL RECORDS BOOK 18469, PAGE 2578, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

TOGETHER WITH: (OR 8960, PG 1488)

A PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 1, SECTION 1,TOWNSHIP 32 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE EASTERN MOST CORNER OF "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE II" AS RECORDED IN CONDOMINIUM PLAT BOOK 68, PAGES 17 THROUGH 27, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N 57°11'48" E FOR 70.00 FEET; THENCE S 69°41'32" E FOR 65.63 FEET; THENCE S 32°48'12" E FOR 22.06 FEET; THENCE S 57°11'48" W FOR 122.42 FEET; THENCE N 34°55'27" W FOR 10.21 FEET; THENCE S 55°04'33" W FOR 21.18 FEET; THENCE S 34°55'27" E FOR 10.21 FEET; THENCE S 48°57'18" W FOR 76.02 FEET; THENCE S 38°48'04" E FOR 19.78 FEET; THENCE S 44°16'39" W FOR 3.59 FEET; THENCE N 38°48'04" W FOR 17.00 FEET; THENCE S 57°11'48" W FOR 38.89 FEET; THENCE N 32°48'12" W FOR 63.12 FEET; THENCE S 57°11'48" W FOR 39.78 FEET; THENCE N 32°48'12" W FOR 58.80 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE I" AS RECORDED IN CONDOMINIUM PLAT BOOK 66, PAGES 27 THROUGH 39, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID SOUTHEASTERLY BOUNDARY, AND THE SOUTHEASTERLY BOUNDARY OF SAID "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE II" THE FOLLOWING THREE (3) COURSES: 1) N 57°13'15" E FOR 94.61 FEET; 2) THENCE N 88°36'37" E FOR 99.92 FEET; 3) THENCE N 57°11'48" E FOR 11.42 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE I" AS RECORDED IN CONDOMINIUM PLAT BOOK 66, PAGES 27 THROUGH 39, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

TOGETHER WITH: "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE II" AS RECORDED IN CONDOMINIUM PLAT BOOK 68, PAGES 17 THROUGH 27, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

ACCURACY:

1. THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (5J-17 FAC), IS "COMMERCIAL/HIGH RISK". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET. THIS SURVEY EXCEEDS THIS STANDARD.
2. CONTROL ELEVATIONS FOR THIS SURVEY ARE BASED ON A LEVEL LOOP USING DIFFERENTIAL LEVELING TECHNIQUES. CLOSURE ACHIEVED IS 0.002 FEET ERROR IN A 0.8621 MILE LOOP LENGTH WHICH EXCEEDS THE MINIMUM ACCURACY REQUIREMENT CALCULATED AT A MAXIMUM MIS-CLOSURE OF 0.0464 FEET.
3. HORIZONTAL CONTROL MEASUREMENTS WERE MADE WITH A TRANSIT AND STEEL TAPE, OR DEVICES WITH EQUIVALENT OR HIGHER DEGREES OF ACCURACY.

DATA SOURCES:

1. BEARINGS FOR THIS SURVEY ARE BASED UPON THE SOUTH LINE OF LOT 2, "BRIGHTWATERS BEACH HOTEL REPLAT", AS RECORDED IN PLAT BOOK 31, PAGE 33, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA BEING N67°05'42"E.
2. ELEVATION 0.36 FEET UTILIZED FOR THE MEAN HIGH WATER LINE LOCATION WAS OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION LAND BOUNDARY INFORMATION SYSTEM INTERNET WEB SITE (WWW.LABINS.ORG) POINT IDENTIFICATION NUMBER 6941.
3. ELEVATIONS FOR THIS SURVEY ARE BASED UPON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88) ADJUSTMENT. NATIONAL GEODETIC SURVEY (NGS) CONTROL STATIONS UTILIZED FOR THIS SURVEY WERE (A) 126 FLHD, PID AG0011, STAMPED 126 SRD, ELEVATION 4.80' AND (B) BLIND P, PID AG0352, STAMPED BLIND P, ELEVATION 6.47'.

LIMITATIONS:

1. USE OF THIS SURVEY BY ANYONE OTHER THAN THOSE PREPARED FOR/CERTIFIED TO, WILL BE THE RE-USERS SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.
2. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY OR MAY NOT BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. ORIGINAL FIELD WORK FOR PARCELS 1 AND 2 COMMENCED ON 02-28-2014, COMPLETED ON 03-26-2014 AND IS CONTAINED IN FIELD BOOK 129 AND 130. ORIGINAL FIELD WORK FOR THE MEAN HIGH WATER LINE SURVEY PORTION COMMENCED ON 03-13-2014, WAS COMPLETED ON 03-13-2014, AND IS CONTAINED IN FIELD BOOK 130. ORIGINAL FIELD WORK FOR THE UPDATE OF PARCELS 1 AND 2 AND THE SURVEY FOR THE CORAL REEF COMMENCED ON 10/28/2015, COMPLETED ON 02/10/2016 AND IS CONTAINED IN FIELD BOOK 147, FIELD BOOK 151 AND FIELD BOOK 156.
4. SHOWN ANYWHERE ON THE SURVEY, THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN EXPRESSION OF A PROFESSIONAL OPINION BASED UPON THE SURVEYOR'S BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT TUS CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY.
5. INFORMATION FOR ADJOINING PROPERTIES AND ADDRESSES SHOWN ARE TAKEN FROM PINELLAS COUNTY PROPERTY APPRAISERS WEBSITE AT WWW.PCPAO.ORG. ON 02/10/2016.
6. PARCEL 1, 2, AND THE CORAL REEF ARE SITUATED IN ZONES AE, ELEVATION = 13', 14', 15' AND 17' ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 1210300276G, EFFECTIVE DATE OF SEPTEMBER 3, 2003. FLOOD ZONE LIMITS SHOWN HEREON WERE SCALED FROM SAID MAP. DEUEL & ASSOCIATES AND THE SIGNING SURVEYOR HEREON ASSUMES NO LIABILITY FOR THE ACCURACY OF THIS DETERMINATION. THE AUTHOR OF THE MAP, THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OR THE LOCAL GOVERNMENTAL AGENCY HAVING JURISDICTION OVER SUCH MATTERS SHOULD BE CONTACTED PRIOR TO ANY JUDGMENTS BEING MADE FROM THIS INFORMATION. THE ABOVE REFERENCED MAP STATES IN THE NOTES TO THE USER THAT "THIS MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM" AND "THAT BASE FLOOD ELEVATIONS (BFEs) SHOWN REPRESENT ROUNDED WHOLE-FOOT ELEVATIONS AND THEREFORE MAY NOT EXACTLY REFLECT THE FLOOD ELEVATION DATA PRESENTED IN THE FLOOD INSURANCE STUDY (FIS) REPORT". THE FIS REPORT WAS NOT CONSULTED FOR THIS SURVEY.
7. PROPERTIES ARE ZONED "LR" LARGE RESORT AND "P" PRESERVATION ACCORDING TO THE CITY OF ST. PETE BEACH WEBSITE OBTAINED ON 03/24/2014 AT HTTP://WWW.STPETEBEACH.ORG/IMAGES/STORIES/COMMUNITY DEPARTMENT/PDFS/ZONING_BOOK_2012.PDF. ANY ZONING INFORMATION SHOWN OR NOTED HEREON IS BASED ON INFORMATION AVAILABLE DURING THE PREPARATION OF THE SURVEY. THIS INFORMATION SHOULD BE VERIFIED WITH THE GOVERNING AUTHORITY PRIOR TO ANY DETERMINATIONS OR DESIGN.

8. LEFT BLANK INTENTIONALLY.
9. THIS SURVEY IS BASED ON U.S. SURVEY FEET.
10. NO EXISTING TANKS AND DRAINAGE FIELDS WERE OBSERVED AT THE TIME OF THE SURVEY.
11. THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL AT THE TIME OF THE SURVEY.
12. NO EXCAVATION WAS PERFORMED TO VERIFY THE LOCATION OR EXISTENCE OF ANY UNDERGROUND UTILITIES, ENCROACHMENTS, IMPROVEMENTS, STRUCTURES OR FOUNDATIONS. UNDERGROUND UTILITY LINE LOCATIONS (IF SHOWN HEREON) ARE BASED UPON UTILITY PROVIDER ATLASES AND VISIBLE SURFACE EVIDENCE.

BOUNDARY INCONSISTENCIES:

1. THERE IS A CONFLICT OF UNIT DIMENSIONS BETWEEN THE BRECKENRIDGE SECOND FLOOR UNITS AIR SPACE AND THE THIRD AND FOURTH FLOOR UNITS AIR SPACE ACCORDING TO THE RECORD DOCUMENTS SUPPLIED TO THE SURVEYOR.

APPARENT PHYSICAL USE:

THE SUBJECT PROPERTIES ARE RESORTS AND CONDOMINIUMS.

EASEMENTS/RIGHTS-OF-WAY:

1. SEE LIMITATIONS 2 AND 5.
2. THE LEGAL DESCRIPTION AND EASEMENTS FOR PARCELS 1 AND 2, SHOWN HEREON WERE TAKEN FROM A COMMITMENT FOR TITLE INSURANCE, PREPARED BY CHICAGO TITLE INSURANCE COMPANY ORDER NO. 4654457, EFFECTIVE DATE: MARCH 08, 2014 AT 5:00 PM REVISED: REVISION 2 (3-20-2014).
3. THE LEGAL DESCRIPTION AND EASEMENTS FOR THE CORAL REEF PARCEL, SHOWN HEREON WERE TAKEN FROM A COMMITMENT FOR TITLE INSURANCE, PREPARED BY CHICAGO TITLE INSURANCE COMPANY ORDER NO. 4654457, EFFECTIVE DATE: MARCH 08, 2014 AT 5:00 PM REVISED: REVISION 2 (3-20-2014).

THE FOLLOWING ITEMS ARE SCHEDULE B II EXCEPTIONS FROM COMMITMENT FOR TITLE INSURANCE ORDER NO. 4654457, AS TO PARCELS 1 AND 2: [DEUEL & ASSOCIATES RESPONSE]

ITEMS 1 AND 2 ARE NOT MATTERS OF SURVEY.

ITEM 3. STANDARD EXCEPTIONS:

A. EASEMENTS, CLAIMS OF EASEMENTS, BOUNDARY LINE DISPUTES, OVERLAPS, ENCROACHMENTS OR OTHER MATTERS NOT SHOWN BY THE PUBLIC RECORDS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OF THE LAND. [VISIBLE ABOVE GROUND IMPROVEMENTS AS THEY RELATED TO THE BOUNDARY LINES AT THE TIME OF SURVEY ARE SHOWN ON THE MAP OF SURVEY]. [EASEMENTS SHOWN ON THE SURVEY ARE TAKEN FROM THE COMMITMENT FOR TITLE INSURANCE REFERENCED IN DATA SOURCE 8].

ITEMS 3B, 3C AND 4 ARE NOT MATTERS OF SURVEY.

ITEM 5. EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 1741, PAGE 118, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. (AS TO PARCEL 1). [SHOWN ON MAP OF SURVEY].

ITEM 6 IS NOT A MATTER OF SURVEY.

ITEM 7. EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 4103, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. (AS TO PARCEL 2) [A FLOATING EASEMENT, THEREFORE NOT PLOTTABLE].

ITEMS 8 AND 9 ARE INTENTIONALLY DELETED.

ITEM 10. PERTAINS TO PARCEL 3 WHICH IS NOT A PART OF THIS SURVEY

ITEM 11. TERMS AND CONDITIONS OF CHAPTER 161, FLORIDA STATUTES, AND THE RESTRICTIONS ON THE USE OF THE PROPERTY AS THE RESULT THEREOF AS SUCH COASTAL CONSTRUCTION CONTROL LINES AND BULKHEAD LINES NOW OR HEREAFTER PROPOSED OR DEFINED, INCLUDING BUT NOT LIMITED TO RESTRICTIONS, IF ANY, ON THE INSURED'S ABILITY TO CONSTRUCT NEW IMPROVEMENTS ON THE LAND OR TO RECONSTRUCT EXISTING IMPROVEMENTS AFTER DESTRUCTION OR DEMOLITION AS A RESULT OF THE COASTAL CONSTRUCTION CONTROL LINE, RECORDED AT OFFICIAL RECORDS BOOK 11760, PAGE 2687, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. [COASTAL CONSTRUCTION CONTROL LINE SHOWN ON MAP OF SURVEY].

ITEM 12. AS TO ANY PORTION OF THE PREMISES HEREIN DESCRIBED WHICH IS (A) SUBMERGED LAND OR IS (B) ARTIFICIALLY FILLED IN LAND, ARTIFICIALLY EXPOSED LAND, OR ANY LAND ACCRETED THERETO, IN WHAT WAS FORMERLY NAVIGABLE WATERS, THIS POLICY (WHEN ISSUED) IS SUBJECT TO THE RIGHT OF THE UNITED STATES GOVERNMENT AND/OR THE STATE OF FLORIDA, ARISING BY REASON OF THE UNITED STATES GOVERNMENT'S CONTROL OVER NAVIGABLE WATERS IN THE INTEREST OF NAVIGATION AND COMMERCE, AND THE INALIENABLE RIGHT OF THE STATE OF FLORIDA IN THE LANDS AND/OR WATERS OF SUCH CHARACTER. [MEAN HIGH WATER LINE SHOWN ON MAP OF SURVEY].

ITEM 13. RIGHTS, IF ANY, OF THE PUBLIC TO USE AS A PUBLIC BEACH OR RECREATION AREA ANY PART OF THE LAND LYING BETWEEN THE BODY OF WATER ABUTTING SAID LAND DESCRIBED IN SCHEDULE A AND THE NATURAL LINE OF VEGETATION, BLUFF, EXTREME HIGH WATER LINE, OR OTHER APPARENT BOUNDARY SEPARATING THE PUBLICLY USED AREA FROM THE UPLAND PRIVATE AREA, AND ANY RIGHT OF ACCESS THERETO. [MEAN HIGH WATER LINE SHOWN ON MAP OF SURVEY].

ITEMS 14 AND 15 ARE INTENTIONALLY DELETED.

ITEM 16. AMENITIES AND FACILITIES ACCESS EASEMENT AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 13930, PAGE 2078, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. (AS TO PARCEL 1) INCLUDES PROVISIONS FOR PRIVATE CHARGES OR ASSESSMENT. [2.(C) (I) AMENITIES PROPERTY -- SEE MAP OF SURVEY; 2.(C) (II) AMENITIES PROPERTY -- SEE MAP OF SURVEY; 8.(A) ACCESS AND USE OF AMENITIES -- NON-PLOTTABLE BLANKET TYPE EASEMENT AS TO ACCESS; 10. GRANT OF EASEMENT RIGHTS TO MARINER -- AMENITIES PROPERTY DEFINED, SEE MAP OF SURVEY FOR DRIVEWAY AND PARKING AISLES; 11.(A) GENERAL EASEMENT RIGHTS -- NON-PLOTTABLE BLANKET TYPE EASEMENT; 11.(B) ACCESS AND PARKING PROPERTY --SEE MAP OF SURVEY; 13. GRANT OF EASEMENT REGARDING DIRECTIONAL SIGNS AND MARKERS --SEE MAP OF SURVEY FOR SIGNS (OWNERSHIP NOT DETERMINED).]

ITEM 17 IS NOT A MATTER OF SURVEY.

ITEM 18. RECIPROCAL EASEMENTS WITH COVENANTS TO SHARE COSTS FOR THE JACARANDA BUILDING, RECORDED IN OFFICIAL RECORDS BOOK 13930, PAGE 2130, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. (AS TO PARCEL 1) INCLUDES PROVISIONS FOR PRIVATE CHARGES OR ASSESSMENT. [II SECTION 2 EASEMENTS -- NON-PLOTTABLE BLANKET TYPE EASEMENT; III SECTION 4 --SEE MAP OF SURVEY.]

ITEM 19. AN EASEMENT RESERVED IN WARRANTY DEED RECORDED IN DEED BOOK 1400, PAGE 149, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. (AFFECTS PARCEL 1) [AREA SHOWN ON MAP OF SURVEY --NO WIDTH GIVEN]

ITEM 20. ALL THE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS AND POSSIBLE LIENS, TERMS AND OTHER PROVISIONS OF DECLARATION OF CONDOMINIUM OF JACARANDA BEACH VILLAS CONDOMINIUM AND ALL EXHIBITS THERETO, RECORDED IN OFFICIAL RECORDS BOOK 13930, PAGE 2178; AS AMENDED BY ASSIGNMENT OF DEVELOPER RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 13931, PAGE 114; AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 13984, PAGE 1879; SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 14238, PAGE 826; THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 14405, PAGE 1725; AND FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 14541, PAGE 918, ALL OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND AS FURTHER AMENDED, INCLUDING PROVISIONS FOR PRIVATE CHARGES OR ASSESSMENTS. (AFFECTS PARCEL 1) [4.1(A) UTILITIES -- NON-PLOTTABLE BLANKET TYPE EASEMENT; 4.1(B) ENCROACHMENTS --UNITS AND COMMON AEAS WERE NOT MAPPED FOR THIS SURVEY. SEE MAP OF SURVEY FOR HOTEL PROPERTY; 4.1(C) PEDESTRIAN TRAFFIC --NON-PLOTTABLE BLANKET TYPE EASEMENT; 4.1(D) AMENITIES EASEMENT --SEE ITEM 16 OF THIS REPORT; 4.1(E) BUILDING EASEMENT -- NON-PLOTTABLE BLANKET TYPE EASEMENT; 4.1(F) LIGHT AND AIR --NOT A SURVEY MATTER; 4.1(G) EASEMENTS IN COMMERCIAL AREAS -- NON-PLOTTABLE BLANKET TYPE EASEMENT FOR COMMERCIAL UNITS 2226, 3226, 4226, 5226, 6226, 7226; 4.2 ASSOCIATION EASEMENTS --NOT A SURVEY MATTER; 4.3 (A) MARKETING AND SALES -- NON-PLOTTABLE BLANKET TYPE EASEMENT; 4.3 (B) GOVERNMENTAL REQUIREMENTS -- NOT A SURVEY MATTER; 4.3 (C) DECLARANT EASEMENTS -- NON-PLOTTABLE BLANKET TYPE EASEMENT; 4.3 (D) CONSTRUCTION EASEMENTS -- NON-PLOTTABLE BLANKET TYPE EASEMENT; 4.3 (E) EASEMENTS IN COMMERCIAL UNITS -- NON-PLOTTABLE BLANKET TYPE EASEMENT; 4.3 (F) EASEMENTS IN THE BUILDING -- NON-PLOTTABLE BLANKET TYPE EASEMENT; 4.3 (G) EASEMENTS ON EXTERIOR OF THE BUILDING -- NON-PLOTTABLE BLANKET TYPE EASEMENT; 4.4 OTHER EASEMENTS --SEE ITEMS 16 AND 18 OF THIS REPORT.]

ITEM 21 IS NOT A MATTER OF SURVEY.

ITEM 22. EASEMENTS, COVENANTS AND CONDITIONS AND RESTRICTIONS CONTAINED IN THAT DECLARATION OF CONDOMINIUM OF BRECKENRIDGE BEACH VILLAS CONDOMINIUM DATED DECEMBER 5, 2012, RECORDED ON DECEMBER 5, 2012, IN OFFICIAL RECORDS BOOK 17809, PAGE 602, AS AMENDED IN OFFICIAL RECORDS BOOK 18070, PAGE 699, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. (AS TO PARCEL 2) [4.1(A) UTILITIES -- NON-PLOTTABLE BLANKET TYPE EASEMENT; 4.1(B) ENCROACHMENTS --UNITS AND COMMON AREAS WERE NOT MAPPED FOR THIS SURVEY. SEE MAP OF SURVEY FOR HOTEL PROPERTY; 4.1(C) TRAFFIC --NON-PLOTTABLE BLANKET TYPE EASEMENT; 4.1(D) AMENITIES EASEMENT --SEE ITEM 25 OF THIS REPORT; 4.1(E) BUILDING EASEMENT -- NON-PLOTTABLE BLANKET TYPE EASEMENT; 4.1(F) LIGHT AND AIR --NOT A SURVEY MATTER; 4.2 ASSOCIATION EASEMENTS -- NOT A SURVEY MATTER; 4.3 (A) MARKETING AND SALES -- NON-PLOTTABLE BLANKET TYPE EASEMENT; 4.3 (B) REQUIRED EASEMENTS -- NOT A SURVEY MATTER; 4.3 (C) DEVELOPER USE -- NON-PLOTTABLE BLANKET TYPE EASEMENT; 4.3 (D) CONSTRUCTION EASEMENTS -- NON-PLOTTABLE BLANKET TYPE EASEMENT; 4.3 (E) EASEMENTS IN COMMERCIAL UNITS -- NON-PLOTTABLE BLANKET TYPE EASEMENT; 4.3 (F) EASEMENTS IN THE BUILDING -- NON-PLOTTABLE BLANKET TYPE EASEMENT; 4.3 (G) EASEMENTS RELATED TO THE EXTERIOR OF THE BUILDING -- NON-PLOTTABLE BLANKET TYPE EASEMENT; 4.3 (H) COMMERCIAL ENTERPRISES -- NON-PLOTTABLE BLANKET TYPE EASEMENT; 4.4 OTHER EASEMENTS --SEE ITEMS 24 AND 25 OF THIS REPORT.]

ITEM 23 IS NOT A MATTER OF SURVEY..

ITEM 24. RECIPROCAL EASEMENT WITH COVENANTS TO SHARE COSTS FOR THE BRECKENRIDGE BUILDING DATED DECEMBER 5, 2012, RECORDED ON DECEMBER 5, 2012, IN OFFICIAL RECORDS BOOK 17809, PAGE 293, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. [EASEMENTS FOR PRIVATE CHARGES OR ASSESSMENTS. (AS TO PARCEL 2) [3.2 EASEMENTS: (A) NON-PLOTTABLE BLANKET TYPE EASEMENT; (B) NON-PLOTTABLE BLANKET TYPE EASEMENT; 3.5 EASEMENT OF ENCROACHMENT -- UNITS WERE NOT MAPPED FOR THIS SURVEY.]

ITEM 25. AMENITIES AND FACILITIES ACCESS EASEMENT AND LICENSE AGREEMENT DATED DECEMBER 5, 2012, RECORDED ON DECEMBER 5, 2012, IN OFFICIAL RECORDS BOOK 17809, PAGE 259, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. (AS TO PARCELS 1 AND 2) [2.(I) AMENITIES PROPERTY -- SEE MAP OF SURVEY; 2.(II) AMENITIES PROPERTY -- SEE MAP OF SURVEY; 8.(A) ACCESS AND USE OF AMENITIES -- NON-PLOTTABLE BLANKET TYPE EASEMENT AS TO ACCESS; 10. GRANT OF EASEMENT RIGHTS TO MARINER -- AMENITIES PROPERTY DEFINED, SEE MAP OF SURVEY FOR DRIVEWAY AND PARKING AISLES; 11.(A) GENERAL EASEMENT RIGHTS -- NON-PLOTTABLE BLANKET TYPE EASEMENT; 11.(B) ACCESS AND PARKING PROPERTY --SEE MAP OF SURVEY; 13. GRANT OF EASEMENT REGARDING DIRECTIONAL SIGNS AND MARKERS --SEE MAP OF SURVEY FOR SIGNS (OWNERSHIP NOT DETERMINED).]

THE FOLLOWING ITEMS ARE SCHEDULE B II EXCEPTIONS FROM COMMITMENT FOR TITLE INSURANCE, AGENT FILE NO: 36536--0015, COMMITMENT DATE: AUGUST 04, 2014 AT 8:00 A.M., REVISED AUGUST 25, 2014, AS TO "CORAL REEF": [DEUEL & ASSOCIATES RESPONSE]

ITEMS 1, 2 AND 3 ARE NOT MATTERS OF SURVEY.

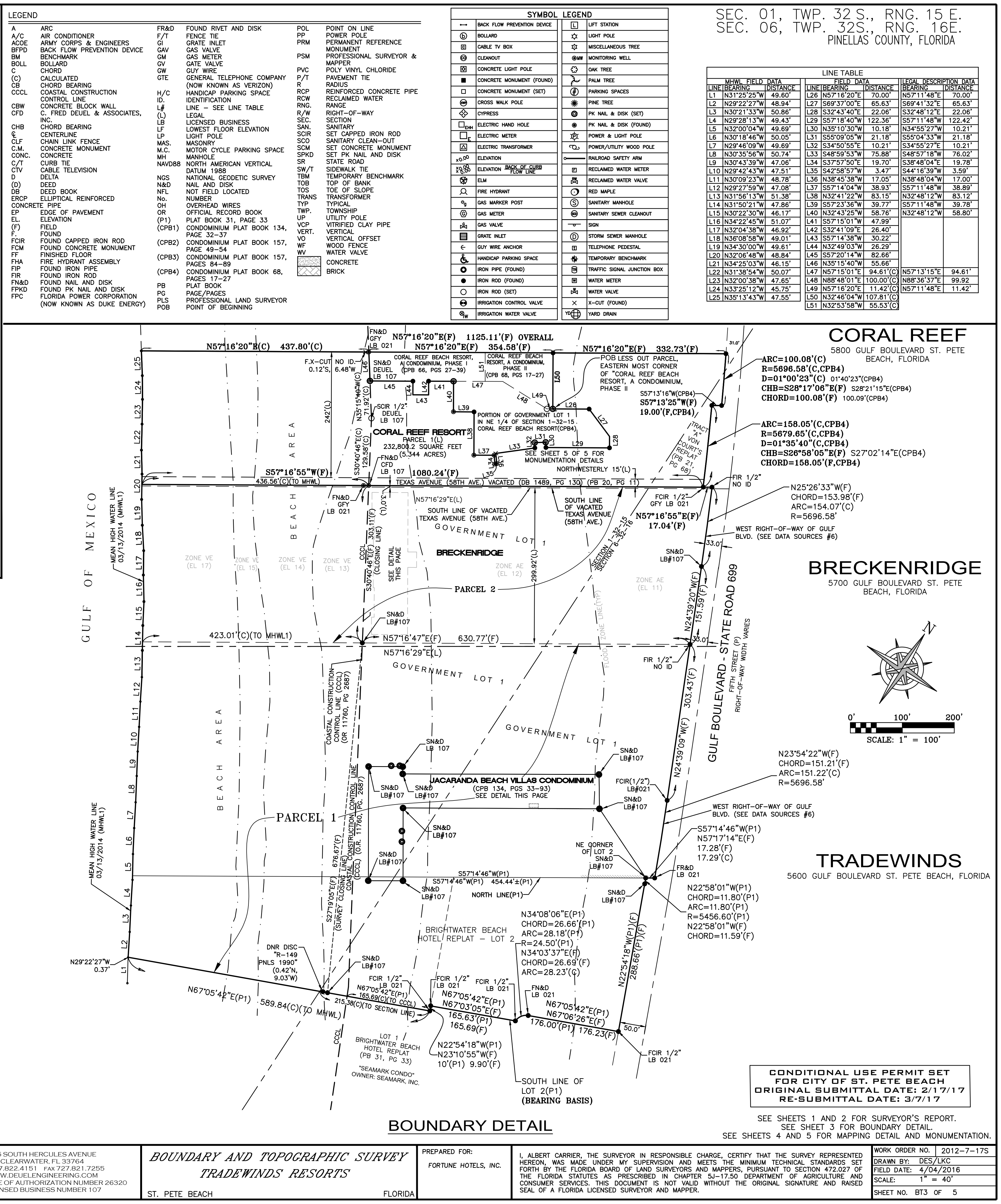
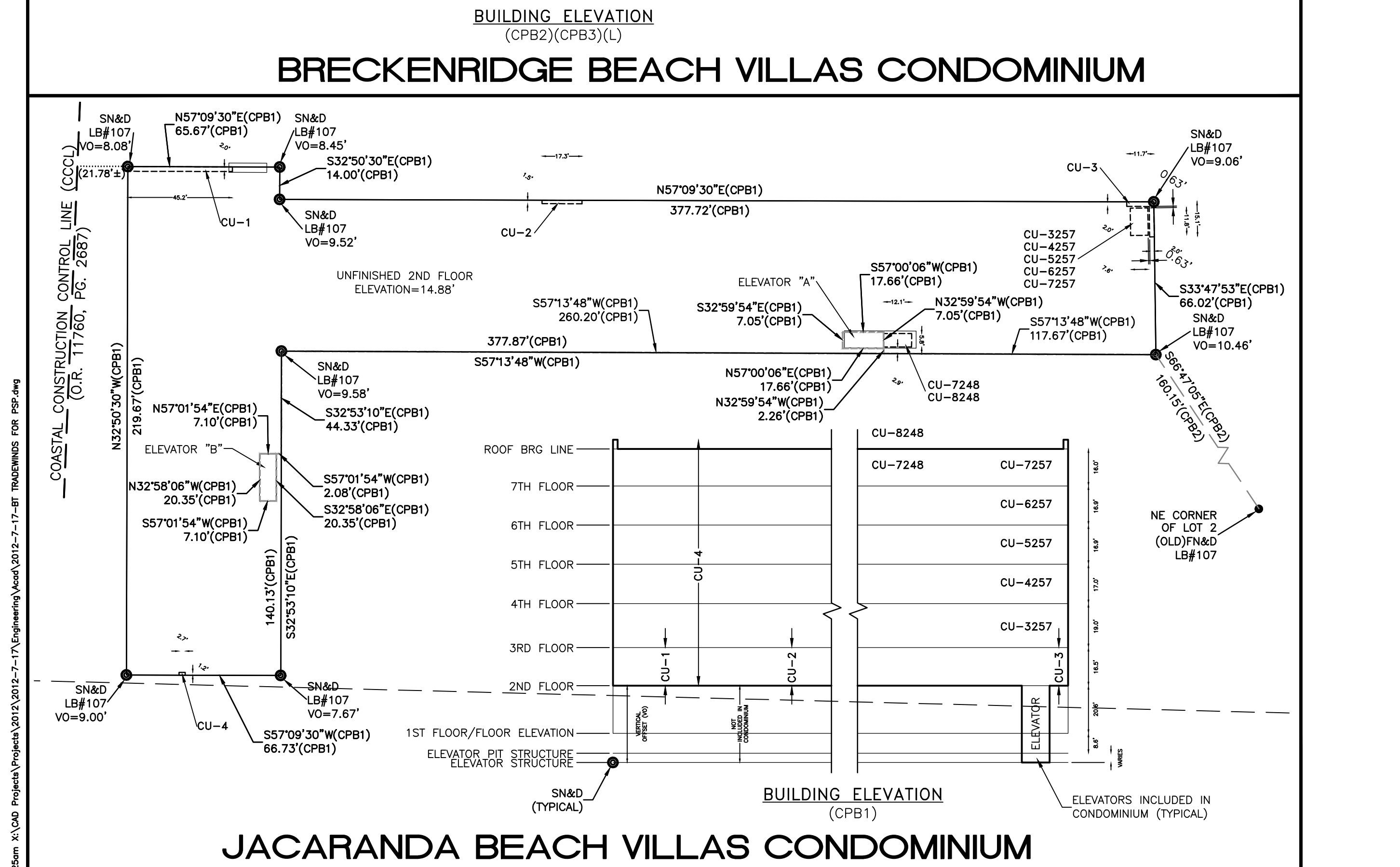
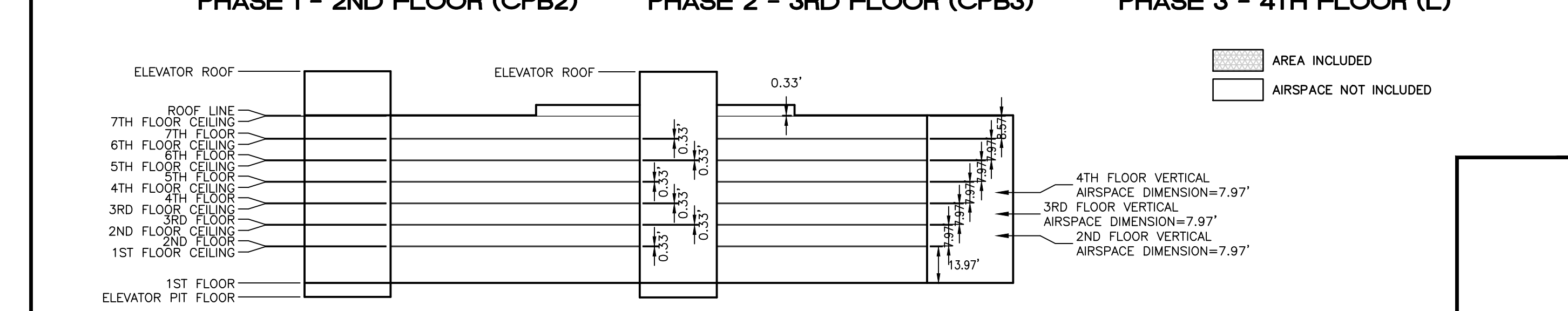
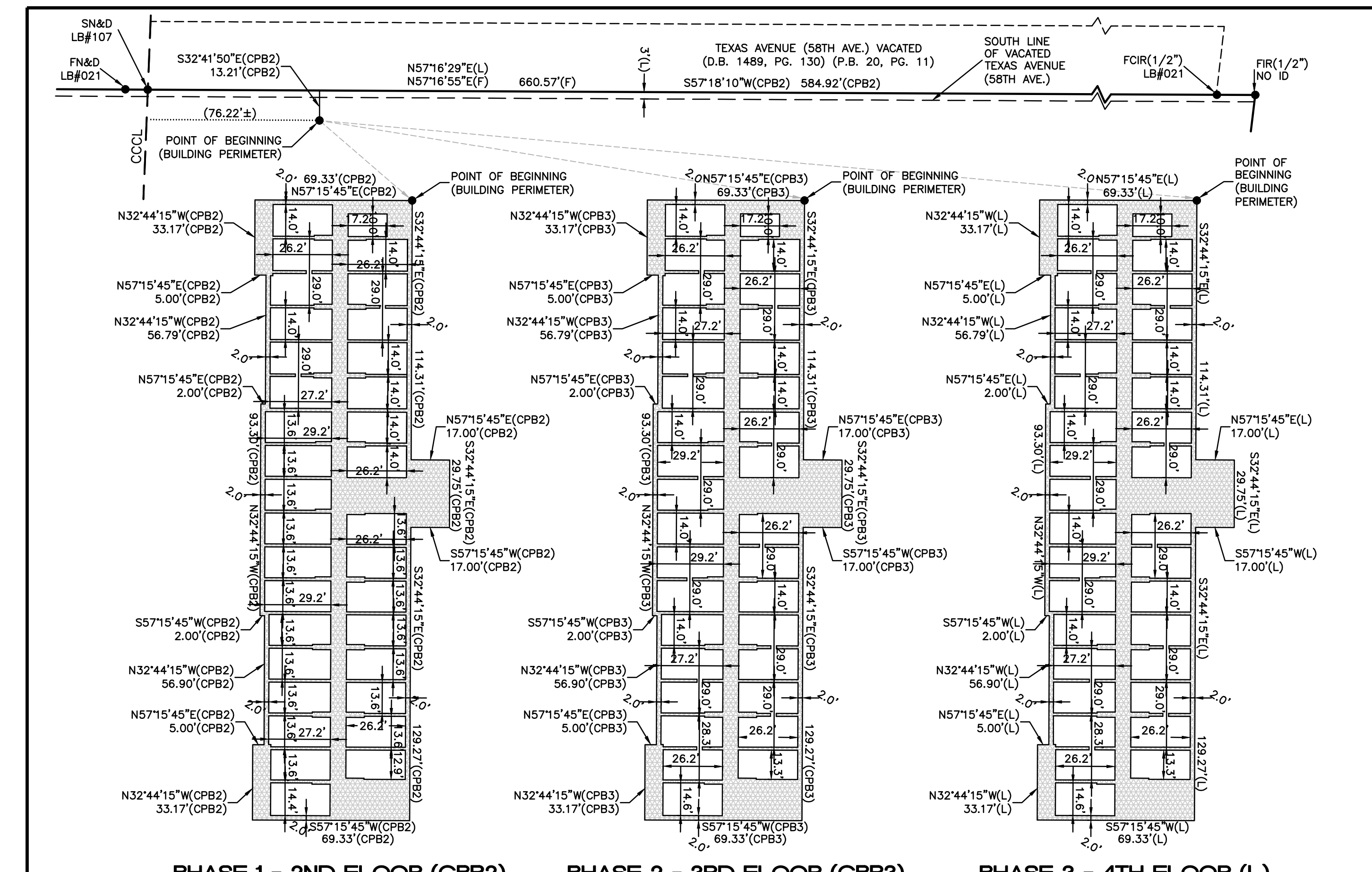
ITEM 4. ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER. [THE MEAN HIGH WATER LINE IS SHOWN ON THE MAP OF SURVEY]

ITEMS 5, 6 AND 7 [NOT MATTERS OF SURVEY]

ITEM 8. EASEMENT GRANTED TO FLORIDA POWER CORPORATION RECORDED AUGUST 28, 1963 IN BOOK 1749, PAGE 37. [PLOTTED GRAPHICALLY, SEE MAP OF SURVEY]

ITEM 9. PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT GRANTED TO PINELLAS COUNTY RECORDED OCTOBER 25, 2004 IN BOOK 13902, PAGE 2118. [SEE MAP OF SURVEY, APPARENT VEGETATION LINE SHOWN ON PREVIOUS SURVEY]

10. ALL OF THE TERMS AND PROVISIONS SET FORTH AND CONTAINED IN THAT CERTAIN LEASE/SHORT FORM LEASE BETWEEN CORAL REEF PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, LESSOR, AND REEF RESORT CONDOMINIUM ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, LESSEE, A MEMORANDUM OF WHICH IS RECORDED APRIL 25, 2006 IN BOOK 15079, PAGE 859. [NO DIMENSIONS GIVEN ON EXHIBIT B,



MATCHLINE (SEE SHEET 5 OF 5)

SEC. 01, TWP. 32 S., RNG. 15 E.
SEC. 06, TWP. 32 S., RNG. 16 E.
PINELLAS COUNTY, FLORIDA

LEGEND	
A	AIR CONDITIONER
ACOE	ARMY CORPS & ENGINEERS
BFPD	BACK FLOW PREVENTION DEVICE
BM	BENCHMARK
BOLL	BOLLARD
C	CHORD
(C)	CALCULATED
CCCL	CHORD BEARING
CCCL	COASTAL CONSTRUCTION CONTROL LINE
CBW	CONCRETE BLOCK WALL
CPD	C. FRED DEUEL & ASSOCIATES, INC.
CHB	CHORD BEARING
EL	ELEVATION
EL	EDGE OF PAVEMENT
(F)	FIELD
FIR	FOUND
FCM	FOUND CONCRETE MONUMENT
FF	FINISHED FLOOR
FHA	FIRE HYDRANT ASSEMBLY
FP	FOUND IRON PIPE
FIR	FOUND IRON ROD
FN&D	FOUND NAIL AND DISK
FPK	FOUND PK NAIL AND DISK
FPC	FLORIDA POWER CORPORATION (NOW KNOWN AS DUKE ENERGY)
FR&D	FOUND RIVET AND DISK
FT	FENCE TIE
GA	GAS VALVE
GM	GAS METER
GV	GATE VALVE
GW	GUY WIRE
GTE	GENERAL TELEPHONE COMPANY (NOW KNOWN AS VERIZON)
H/C	HANDICAP PARKING SPACE
ID	IDENTIFICATION
LB	LINE - SEE LINE TABLE
LB	LEGAL
LB	LICENSED BUSINESS
LF	LOWEST FLOOR ELEVATION
LP	LIGHT POLE
MAS	MASONRY
M.C.	MOTOR CYCLE PARKING SPACE
MH	MANHOLE
NAVDB	NORTH AMERICAN VERTICAL DATUM 1988
NGS	NATIONAL GEODETIC SURVEY
N&D	NAIL AND DISK
NFL	NOT FIELD LOCATED
No.	NUMBER
OH	OVERHEAD WIRES
OR	OFFICIAL RECORD BOOK
(P1)	PLAT BOOK 31, PAGE 33
(CPB1)	CONDOMINIUM PLAT BOOK 134, PAGE 32-37
(CPB2)	CONDOMINIUM PLAT BOOK 157, PAGE 46-54
(CPB3)	CONDOMINIUM PLAT BOOK 157, PAGES 84-89
(CPB4)	CONDOMINIUM PLAT BOOK 68, PAGES 17-27
PB	PLAT BOOK
PG	PAGE/PAGES
PL	PROFESSIONAL LAND SURVEYOR
POL	POINT OF BEGINNING
PP	POINT ON LINE
PP	POWER POLE
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR & MAPPER
PVC	POLY VINYL CHLORIDE
P/T	PAVEMENT TIE
RCP	REINFORCED CONCRETE PIPE
RCW	RECLAIMED WATER
RNG.	RANGE
R/W	RIGHT-OF-WAY
SEC.	SECTION
SAN.	SANITARY
SCIR	SET CAPPED IRON ROD
SCO	SANITARY CLEAN-OUT
SCM	SET CONCRETE MONUMENT
SPK	SET PK NAIL AND DISK
SRD	SIDEWALK ROAD
SW/T	SIDEWALK TIE
TBM	TEMPORARY BENCHMARK
TOB	TOP OF BANK
TOS	TOE OF SLOPE
TRANS	TRANSFORMER
TYP	TYPICAL
TWP.	TOWNSHIP
UP	UTILITY POLE
VCP	VITRIFIED CLAY PIPE
VERT.	VERTICAL
VO	VERTICAL OFFSET
WF	WOOD FENCE
WW	WATER VALVE

CONDITIONAL USE PERMIT SET
FOR CITY OF ST. PETE BEACH
ORIGINAL SUBMITTAL DATE: 2/17/17
RE-SUBMITTAL DATE: 3/7/17

BEACH AREA

PARCEL 1

"TRADEWINDS"

JACARANDA BEACH VILLAS CONDOMINIUM

HEIGHT=63.0'±
AREA=38,662± SQ. FT.

ROOF DRAIN

ROOF DRAIN

ROOF DRAIN

ROOF DRAIN

ROOF DRAIN

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TRADEWINDS
5600 GULF BOULEVARD ST. PETE BEACH, FLORIDA

ST-4
GRATE = 5.07'
THROAT EL. = 4.15'

N23°54'22"W(F)
CHORD=151.21'(F)
ARC=151.22'(C)
R=5696.58'

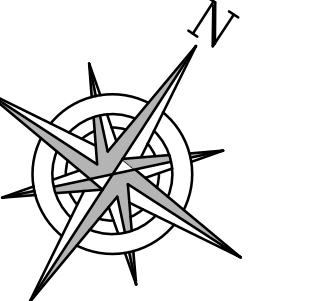
S57°14'46"W(P1)
N57°17'14"E(F)
17.28'(F)
17.29'(C)

N22°58'01"W(P1)
CHORD=11.80'(P1)
ARC=11.80'(P1)
R=5456.60'(P1)
N22°58'01"W(F)
CHORD=11.59'(F)

ST-6
GRATE = 3.93'
INVERT = 2'(6" PVC)

ST-7
GRATE = 4.98'
BOTTOM EL. = 2.98'

ST-8
GRATE = 4.84'
BOTTOM EL. = 2.68'
INVERT = 1.76'



SCALE: 1" = 40'

SYMBOL LEGEND	
—	BACK FLOW PREVENTION DEVICE
⊙	BOLLARD
⊙	CABLE TV BOX
⊙	CLEANOUT
⊙	CONCRETE LIGHT POLE
⊙	CONCRETE MONUMENT (FOUND)
⊙	CONCRETE MONUMENT (SET)
⊙	CROSS WALK POLE
⊙	CYPRESS
⊙	ELECTRIC HAND HOLE
⊙	ELECTRIC METER
⊙	ELECTRIC TRANSFORMER
⊙	ELEVATION
⊙	ELEVATION BACK OF CURB
⊙	ELM
⊙	FIRE HYDRANT
⊙	GAS MARKER POST
⊙	GAS METER
⊙	GAS VALVE
⊙	GRATE INLET
⊙	GUY WIRE ANCHOR
⊙	HANDICAP PARKING SPACE
⊙	IRON PIPE (FOUND)
⊙	IRON ROD (FOUND)
⊙	IRON ROD (SET)
⊙	IRRIGATION CONTROL VALVE
⊙	IRRIGATION WATER VALVE
⊙	LIFT STATION
⊙	LIGHT POLE
⊙	METAL LIGHT POLE
⊙	MISCELLANEOUS TREE
⊙	MONITORING WELL
⊙	OAK TREE
⊙	PALM TREE
⊙	PARKING SPACES
⊙	PINE TREE
⊙	PK NAIL & DISK (SET)
⊙	PK NAIL & DISK (FOUND)
⊙	POWER/UTILITY WOOD POLE
⊙	RECLAIMED WATER METER
⊙	RECLAIMED WATER VALVE
⊙	RED MAPLE
⊙	SANITARY MANHOLE
⊙	SANITARY SEWER CLEANOUT
⊙	SIGN
⊙	STORM SEWER MANHOLE
⊙	TELEPHONE PEDESTAL
⊙	TEMPORARY BENCHMARK
⊙	TRAFFIC SIGNAL JUNCTION BOX
⊙	WATER METER
⊙	WATER VALVE
⊙	X-CUT (FOUND)
⊙	YARD DRAIN

SEE SHEETS 1 AND 2 FOR SURVEYOR'S REPORT.
SEE SHEET 3 FOR BOUNDARY DETAIL.
SEE SHEETS 4 AND 5 FOR MAPPING DETAIL AND MONUMENTATION.

DEUEL & ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

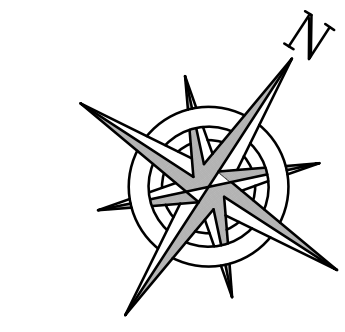
565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PH 727.892.4151 FAX 727.821.7255
WWW.DEUELENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED BUSINESS NUMBER 107

BOUNDARY AND TOPOGRAPHIC SURVEY
TRADEWINDS RESORTS
ST. PETE BEACH FLORIDA

PREPARED FOR:
FORTUNE HOTELS, INC.

I, ALBERT CARRIER, THE SURVEYOR IN RESPONSIBLE CHARGE, CERTIFY THAT THE SURVEY REPRESENTED HEREON, WAS MADE UNDER MY SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES AS PRESCRIBED IN CHAPTER 5J-17.50 DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. THIS DOCUMENT IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WORK ORDER NO. 2012-7-17S
DRAWN BY: DES/LKC
FIELD DATE: 4/04/2016
SCALE: 1" = 40'
SHEET NO. BT4 OF 5

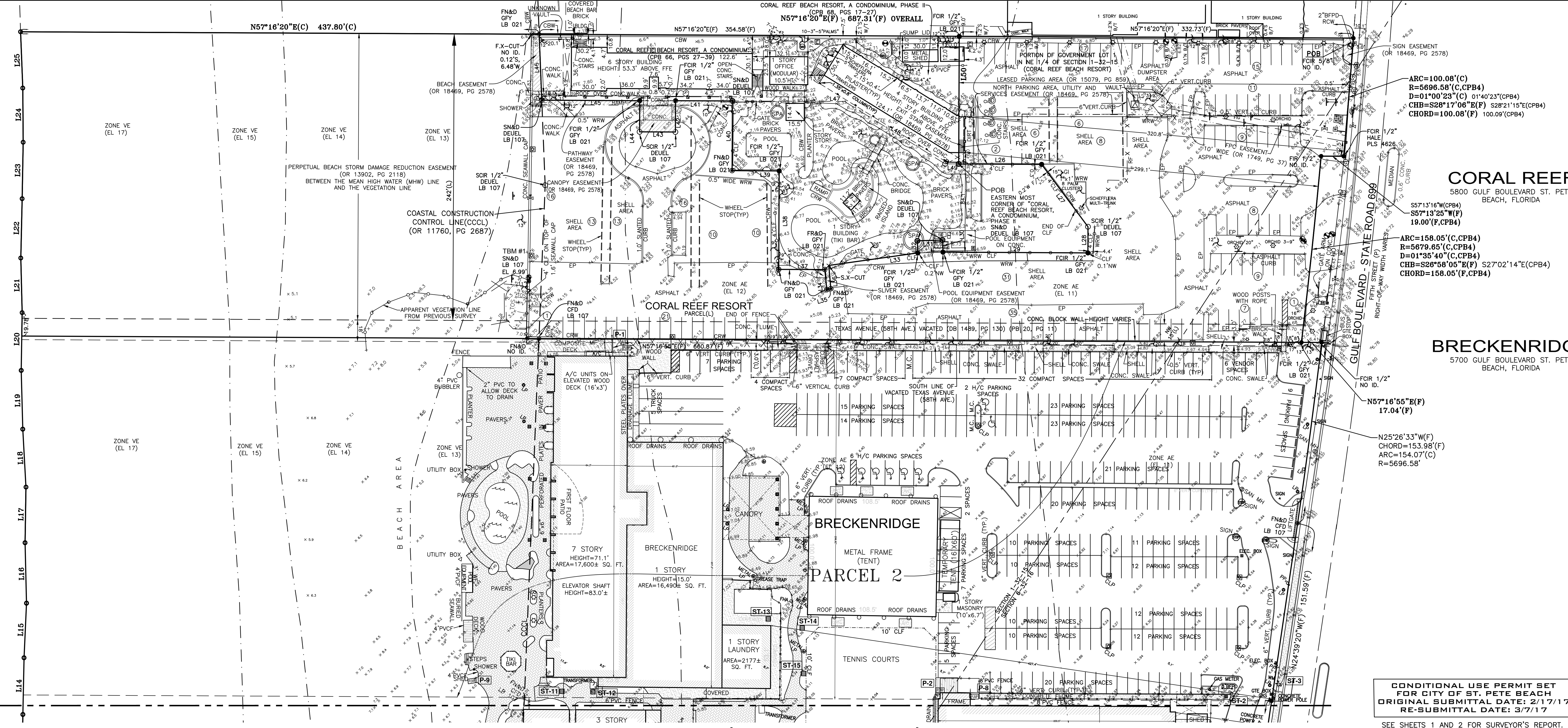


0' 40' 80'
SCALE: 1" = 40'

LEGEND			
A/C	ARC	FR&D	FOUND RIVET AND DISK
ACOE	AIR CONDITIONER	F/T	FENCE TIE
BPFD	ARMY CORPS & ENGINEERS	GI	GRATE INLET
BM	BACK FLOW PREVENTION DEVICE	GAV	GAS VALVE
BOLL	BENCHMARK	GM	GAS METER
BOLL	BOLLARD	GV	GATE VALVE
C	CHORD	GTE	GUY WIRE
(C)	CALCULATED	GTE	GENERAL TELEPHONE COMPANY
CCCL	CHORD BEARING	H/C	HANDICAP PARKING SPACE
	CHORD BEARING	HT	HIGH
CEW	CHORD BEARING	ID	IDENTIFICATION
CFD	CHORD BEARING	LF	LINE - SEE LINE TABLE
	CHORD BEARING	(L)	LEGAL
CHB	CHORD BEARING	LB	LICENSED BUSINESS
CLF	CHAIN LINK FENCE	LP	LOWEST FLOOR ELEVATION
C.M.	CONCRETE MONUMENT	MAS.	MASONRY
CONC.	CONCRETE	M.C.	MOTOR CYCLE PARKING SPACE
C/T	CURB TIE	MANHOLE	MANHOLE
CTV	CABLE TELEVISION	NAVDB	NORTH AMERICAN VERTICAL
D	DELTA	NGS	NATIONAL GEODETIC SURVEY
(D)	DEED BOOK	N&D	NAIL AND DISK
DB	ELLIPTICAL REINFORCED	NFL	NOT FIELD LOCATED
ERCP	CONCRETE PIPE	NO.	NUMBER
CONC. PIPE	EDGE OF PAVEMENT	OR	OFFICIAL RECORD BOOK
EL	ELEVATION	(P1)	PLAT BOOK 31, PAGE 33
(F)	FIELD	(CPB1)	CONDOMINIUM PLAT BOOK 134,
F	FOUND		PAGE 32-37
FCM	FOUND CAPPED IRON ROD	(CPB2)	CONDOMINIUM PLAT BOOK 157,
FF	FINISHED FLOOR		PAGE 49-54
FPA	FIRE HYDRANT ASSEMBLY	(CPB3)	CONDOMINIUM PLAT BOOK 157,
FIP	FOUND IRON PIPE		PAGES 84-89
FIR	FOUND IRON ROD	(CPB4)	CONDOMINIUM PLAT BOOK 68,
FN&D	FOUND NAIL AND DISK		PAGES 17-27
FPK&D	FOUND PK NAIL AND DISK	PG	PAGE/PAGES
FPC	FLORIDA POWER CORPORATION	PLS	PROFESSIONAL LAND SURVEYOR
	(NOW KNOWN AS DUKE ENERGY)	POB	POINT OF BEGINNING

SYMBOL LEGEND	
BACK FLOW PREVENTION DEVICE	LIFT STATION
BOLLARD	LIGHT POLE
CABLE TV BOX	MISCELLANEOUS TREE
CLEANOUT	MONITORING WELL
CONCRETE LIGHT POLE	ONK TREE
CONCRETE MONUMENT (FOUND)	PALM TREE
CONCRETE MONUMENT (SET)	PARKING SPACES
CROSS WALK POLE	PINE TREE
CYPRESS	PK NAIL & DISK (SET)
ELECTRIC HAND HOLE	PK NAIL & DISK (FOUND)
ELECTRIC METER	POWER & LIGHT POLE
ELECTRIC TRANSFORMER	POWER/UTILITY WOOD POLE
ELEVATION	RAILROAD SAFETY ARM
ELEVATION BACK OF CURB	RECLAIMED WATER METER
ELM	RECLAIMED WATER VALVE
FIRE HYDRANT	RED MAPLE
GAS MARKER POST	SANITARY MANHOLE
GAS METER	SANITARY SINKER CLEANOUT
GAS VALVE	SEAL
GRATE INLET	STORM SEWER MANHOLE
GUY WIRE ANCHOR	TELEPHONE PEDESTAL
HANDICAP PARKING SPACE	TEMPORARY BENCHMARK
IRON PIPE (FOUND)	TRAFFIC SIGNAL JUNCTION BOX
IRON PIPE (FOUND)	WATER METER
IRON ROD (SET)	WATER VALVE
IRRIGATION CONTROL VALVE	X-CUT (FOUND)
IRRIGATION WATER VALVE	YARD DRAIN

LINE TABLE			
LINE BEARING	LINE BEARING	LEGAL DESCRIPTION DATA	LEGAL DESCRIPTION DATA
L1 N29°22'27"W 49.60'	L26 N57°16'20"E 70.00'	N57°11'48"E 70.00'	
L2 N29°22'27"W 48.94'	L27 S69°37'00"E 65.63'	S69°41'32"E 65.63'	
L3 N30°21'33"W 50.86'	L28 S32°43'40"E 22.06'	S32°48'12"E 22.06'	
L4 N29°22'27"W 48.94'	L29 S57°14'38"W 122.36'	S57°11'48"W 122.42'	
L5 N32°00'04"W 49.69'	L30 N35°10'30"W 10.18'	N34°55'27"W 10.21'	
L6 N30°18'46"W 50.05'	L31 S55°09'05"W 21.18'	S55°04'33"W 21.18'	
L7 N29°46'09"W 49.69'	L32 S34°50'55"E 10.21'	S34°55'27"E 10.21'	
L8 N30°35'56"W 50.74'	L33 S48°59'53"W 75.88'	S48°57'18"W 76.02'	
L9 N30°43'39"W 47.06'	L34 S37°57'50"E 19.70'	S38°48'04"E 19.78'	
L10 N29°42'43"W 47.51'	L35 S42°58'57"W 3.47'	S44°16'39"W 3.59'	
L11 N30°08'23"W 48.78'	L36 N38°48'01"E 17.05'	N38°48'04"W 17.00'	
L12 N29°27'59"W 47.08'	L37 S57°14'04"W 38.93'	S57°11'48"W 38.89'	
L13 N31°56'13"W 51.38'	L38 N32°41'22"W 83.15'	N32°48'12"W 83.12'	
L14 N31°50'21"W 47.86'	L39 S57°23'36"W 39.77'	S57°11'48"W 39.78'	
L15 N30°22'30"W 46.17'	L40 N32°43'25"W 58.76'	N32°48'12"W 58.80'	
L16 N34°22'45"W 51.07'	L41 S57°15'01"W 47.99'		
L17 N32°04'38"W 46.92'	L42 S32°41'09"E 26.40'		
L18 N36°08'58"W 49.01'	L43 S57°14'38"W 30.22'		
L19 N34°30'00"W 49.61'	L44 N32°49'03"W 26.29'		
L20 N32°06'48"W 48.84'	L45 S57°20'14"W 82.66'		
L21 N34°25'03"W 46.15'	L46 N35°15'40"W 55.66'		
L22 N31°38'54"W 50.07'	L47 N57°15'01"E 94.61'	N57°13'15"E 94.61'	
L23 N32°00'38"W 47.65'	L48 N88°48'01"E 100.00'	N88°36'37"E 99.92'	
L24 N33°25'12"W 45.75'	L49 N57°16'20"E 11.42'	N57°11'48"E 11.42'	
L25 N35°13'43"W 47.55'	L51 N32°53'58"W 55.53'		



CONDITIONAL USE PERMIT SET
FOR CITY OF ST. PETE BEACH
ORIGINAL SUBMITTAL DATE: 2/17/17
RE-SUBMITTAL DATE: 3/7/17

SEE SHEETS 1 AND 2 FOR SURVEYOR'S REPORT.
SEE SHEET 3 FOR BOUNDARY DETAIL.
SEE SHEETS 4 AND 5 FOR MAPPING DETAIL AND MONUMENTATION.

MATCHLINE (SEE SHEET 4 OF 5)

DEUEL & ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS
565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PH 727.822.4151 FAX 727.821.7255
WWW.DEUELENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED BUSINESS NUMBER 107

BOUNDARY AND TOPOGRAPHIC SURVEY
TRADEWINDS RESORTS
ST. PETE BEACH FLORIDA

PREPARED FOR:
FORTUNE HOTELS, INC.

I, ALBERT CARRIER, THE SURVEYOR IN RESPONSIBLE CHARGE, CERTIFY THAT THE SURVEY REPRESENTED
HEREON, WAS MADE UNDER MY SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET
FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 OF
THE FLORIDA STATUTES AS PRESCRIBED IN CHAPTER 5J-17.50 DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES. THIS DOCUMENT IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WORK ORDER NO. 2012-7-17S
DRAWN BY: DES/LKO
FIELD DATE: 4/04/2016
SCALE: 1" = 40'
SHEET NO. BT5 OF 5

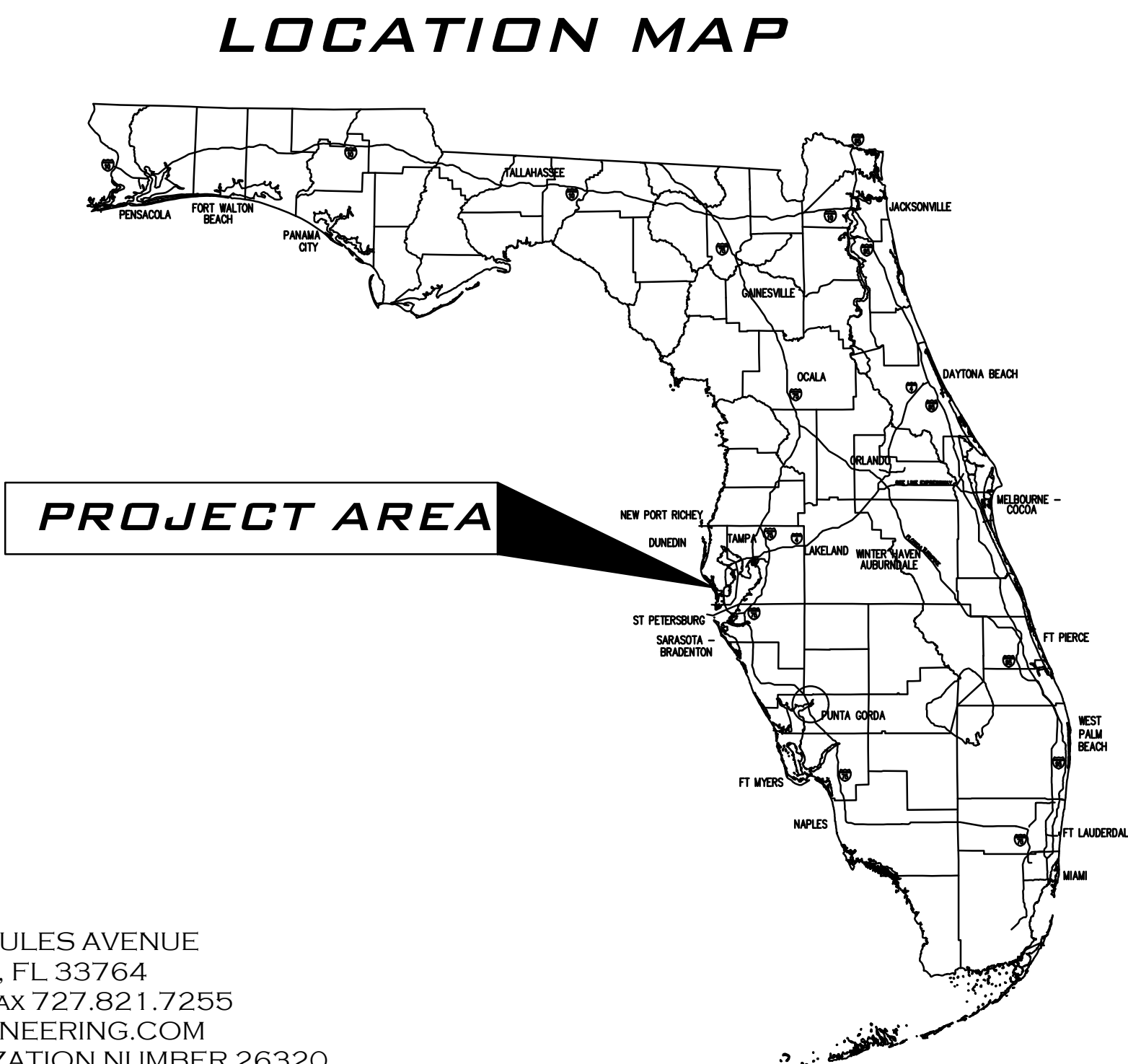
PRELIMINARY SITE PLAN
FOR
TRADEWINDS - SUGAR SANDS
5750 GULF BLVD
ST PETE BEACH, FLORIDA

INDEX OF DRAWINGS

DRAWING TITLE	SHEET NO.
BOUNDARY AND TOPOGRAPHIC SURVEY	BT1
BOUNDARY AND TOPOGRAPHIC SURVEY	BT2
BOUNDARY AND TOPOGRAPHIC SURVEY	BT3
BOUNDARY AND TOPOGRAPHIC SURVEY	BT4
BOUNDARY AND TOPOGRAPHIC SURVEY	BT5
COVER SHEET	C1
EXISTING CONDITIONS / DEMOLITION PLAN	C2
EXISTING CONDITIONS / DEMOLITION PLAN	C3
PRELIMINARY SITE PLAN	C4
PRELIMINARY SITE PLAN	C5
OVERALL SITE DENSITY EXHIBIT	C6
VEHICLE TURNING MOVEMENT EXHIBIT	C7



SECTION 01, TOWNSHIP 32S, RANGE 15E
SECTION 06, TOWNSHIP 32S, RANGE 16E
PINELLAS COUNTY, FLORIDA



SITE DATA TABLE:
SITE LOCATION: 5600 Gulf Blvd
St. Pete Beach, FL 33706

PROPERTY OWNER:
RIA CORAL REEF, INC.
5750 GULF BLVD
ST PETE BEACH, FL 33706
TELEPHONE # 727-363-2215

CIVIL ENGINEER & SURVEYOR:
DEUEL & ASSOCIATES
565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
(727) 822-4151-TEL
(727) 821-7255-FAX

LEGAL DESCRIPTION:
SEE BOUNDARY AND TOPOGRAPHIC SURVEY

FLOOD ZONE: VE(EL. 12), AE(EL. 12), AE(EL. 11)
MAP PANEL ID: 12103C0276G
REVISED MAP: 09-03-2003

PROJECT SUMMARY & SITE DATA:

▲

EAST OF CCCL

△

	<u>TOTAL PARCEL AREA</u>	<u>EXISTING PERVIOUS</u>	<u>EXISTING IMPERVIOUS</u>	<u>PROPOSED PERVIOUS</u>	<u>PROPOSED IMPERVIOUS</u>
CORAL REEF	50,062 SF	50,062 SF	11,597 SF	38,465 SF	6,843 SF
SUGAR SANDS	232,800 SF	120,016 SF	20,015 SF	100,001 SF	43,219 SF
BRECKENRIDGE	325,553 SF	195,779 SF	19,280 SF	176,499 SF	17,215 SF
TRADEWINDS	689,568 SF	416,618 SF	63,266 SF	353,352 SF	69,729 SF
DOT NORTH	2,884 SF	2,884 SF	1,848 SF	1,036 SF	1,991 SF
DOT SOUTH	5,133 SF	5,133 SF	3,193 SF	1,940 SF	2,705 SF
UNIFIED SITE TOTAL	1,306,000 SF	790,492 SF	119,199 SF	671,293 SF	123,084 SF

ZONING: LR (LARGE RESORT) **PROPOSED USE:** HOTEL/RESORT

LAND USE: LR

PIN: 01-32-15-00000-110-0600

SETBACK REQUIREMENTS:

FRONT(GULF BOULEVARD)	<u>REQUIRED</u> 25 FT	<u>PROPOSED</u> 25.7 FT
SIDE(NORTH)	30 FT ONE SIDE	30 FT
SIDE(SOUTH)	30 FT ONE SIDE	0 FT
REAR(WEST)*	0 FT	0 FT

*LIMITED TO THE FLORIDA COASTAL CONSTRUCTION LINE

MAXIMUM FLOOR/AREA RATIO: 2.6 1.09

MAXIMUM LOT COVERAGE (ISR): 0.85 0.84

DENSITY CALCULATIONS: SEE SHEET C6

PARKING CALCULATIONS: SEE SHEET C6

MAXIMUM BUILDING HEIGHT: 116 FT 116 FT

SOLID WASTE: DUMPSTER ENCLOSURES LOCATED ON SITE

PREPARED FOR
RIA CORAL REEF, INC.
ATTN: TIMOTHY R. BOGOTT
5750 GULF BLVD
ST PETE BEACH, FL 33706

CONDITIONAL USE PERMIT SET
FOR CITY OF ST. PETE BEACH
ORIGINAL SUBMITTAL DATE: 2/17/17
RE-SUBMITTAL DATE: 3/7/17

DEUEL & ASSOCIATES

CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE
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PH 727.822.4151 FAX 727.821.7255
WWW.DEUELENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED BUSINESS NUMBER 107

I, ALBERT P. CARRIER, HEREBY CERTIFY AS A LICENSED PROFESSIONAL ENGINEER, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (481) THAT THE ABOVE PROJECT'S SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL ENGINEER TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.

ALBERT P. CARRIER, P.E., 53990

REV.#	DATE	REVISION	BY
2	8/5/16	PER CITY OF ST. PETE BEACH COMMENTS	CM
1	7/21/16	PER CITY OF ST. PETE BEACH COMMENTS	CM

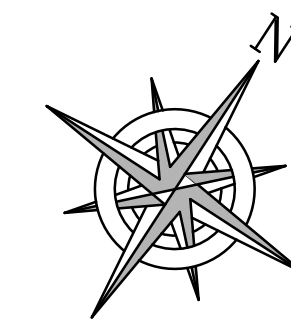
MAY 19, 2016
2012-7-17E

LEGEND

A/C	ARC	FR&D	FOUND RIVET AND DISK	POB	POINT OF BEGINNING
ACOE	AIR CONDITIONER	F/T	FENCE TIE	POL	POINT ON LINE
BFPD	ARMY CORPS & ENGINEERS	GI	GATE VALVE	PP	POWER POLE
BM	BACK FLOW PREVENTION DEVICE	GAV	GAS VALVE	PRM	PERMANENT REFERENCE
BOLL	BENCHMARK	GM	GAS METER	PSM	PROFESSIONAL SURVEYOR & MAPPER
C	BOLLARD	GV	GATE VALVE	PVC	POLY VINYL CHLORIDE
CHORD	CHORD	GTE	GENERAL TELEPHONE COMPANY (NOW KNOWN AS VERIZON)	P/T	PAVEMENT TIE
COCL	COASTAL CONSTRUCTION CONTROL LINE	H/C	HANDICAP PARKING SPACE	R	RADIUS
CBW	CONCRETE BLOCK WALL	HT	HEIGHT	RCF	REINFORCED CONCRETE PIPE
CFD	C. FRED DEUEL & ASSOCIATES, INC.	ID	IDENTIFICATION	RCW	RECLAIMED WATER
CHB	CHORD BEARING	L#	LINE - SEE LINE TABLE	RF	ROPE FENCE
C	CENTERLINE	(L)	LEGAL	RNG	RANGE
CLF	CHAIN LINK FENCE	LB	LICENSED BUSINESS	R/W	RIGHT-OF-WAY
C.M.	CONCRETE MONUMENT	LP	LOWEST FLOOR ELEVATION	SEC.	SECTION
CONC.	CONCRETE	MAS.	MASONRY	SCIR	SET CAPPED IRON ROD
C/T	CABLE TELEVISION	M.C.	MOTOR CYCLE PARKING SPACE	SCO	SANITARY CLEAN-OUT
CTV	DELTA	MH	MANHOLE	SCM	SET CONCRETE MONUMENT
D	DEED BOOK	NAVD88	NORTH AMERICAN VERTICAL DATUM 1988	SR	STATE ROAD
DB	ELLIPTICAL REINFORCED	NGS	NATIONAL GEODETIC SURVEY	STOR.	STORAGE BUILDING
ERCP	CONCRETE PIPE	N&D	NAIL AND DISK	SW/T	SEWAGE TREATMENT
EP	EDGE OF PAVEMENT	NFL	NOT FIELD LOCATED	TBM	TOP OF BANK
EL	ELEVATION	No.	NUMBER	TOS	TOE OF SLOPE
(F)	FIELD	OH	OVERHEAD WIRES	TRANS	TRANSFORMER TYPICAL</td
FCIR	FOUND CAPPED IRON ROD	(P1)	PLAT BOOK 31, PAGE 33	TYP.	TYPICAL
FCM	FOUND CONCRETE MONUMENT	(CPB1)	CONDOMINIUM PLAT BOOK 134, PAGE 32-37	TWP.	TOWNSHIP
FF	FINISHED FLOOR	(CPB2)	CONDOMINIUM PLAT BOOK 157, PAGE 49-54	UP	UTILITY POLE
FHA	FIRE HYDRANT ASSEMBLY	(CPB3)	CONDOMINIUM PLAT BOOK 157, PAGES 84-89	VCP	VITRIFIED CLAY PIPE
FIP	FOUND IRON PIPE	(CPB4)	CONDOMINIUM PLAT BOOK 68, PAGES 17-27	VERT.	VERTICAL
FIR	FOUND IRON ROD			VO	WOOD FENCE
FN&D	FOUND NAIL AND DISK	PB	PLAT BOOK	WV	WATER VALVE
PKD	FOUND PK NAIL AND DISK	PC	PAGE/PAGES		CONCRETE
FPC	FLORIDA POWER CORPORATION (NOW KNOWN AS DUKE ENERGY)	PLS	PROFESSIONAL LAND SURVEYOR		BRICK
		POB	POINT OF BEGINNING		

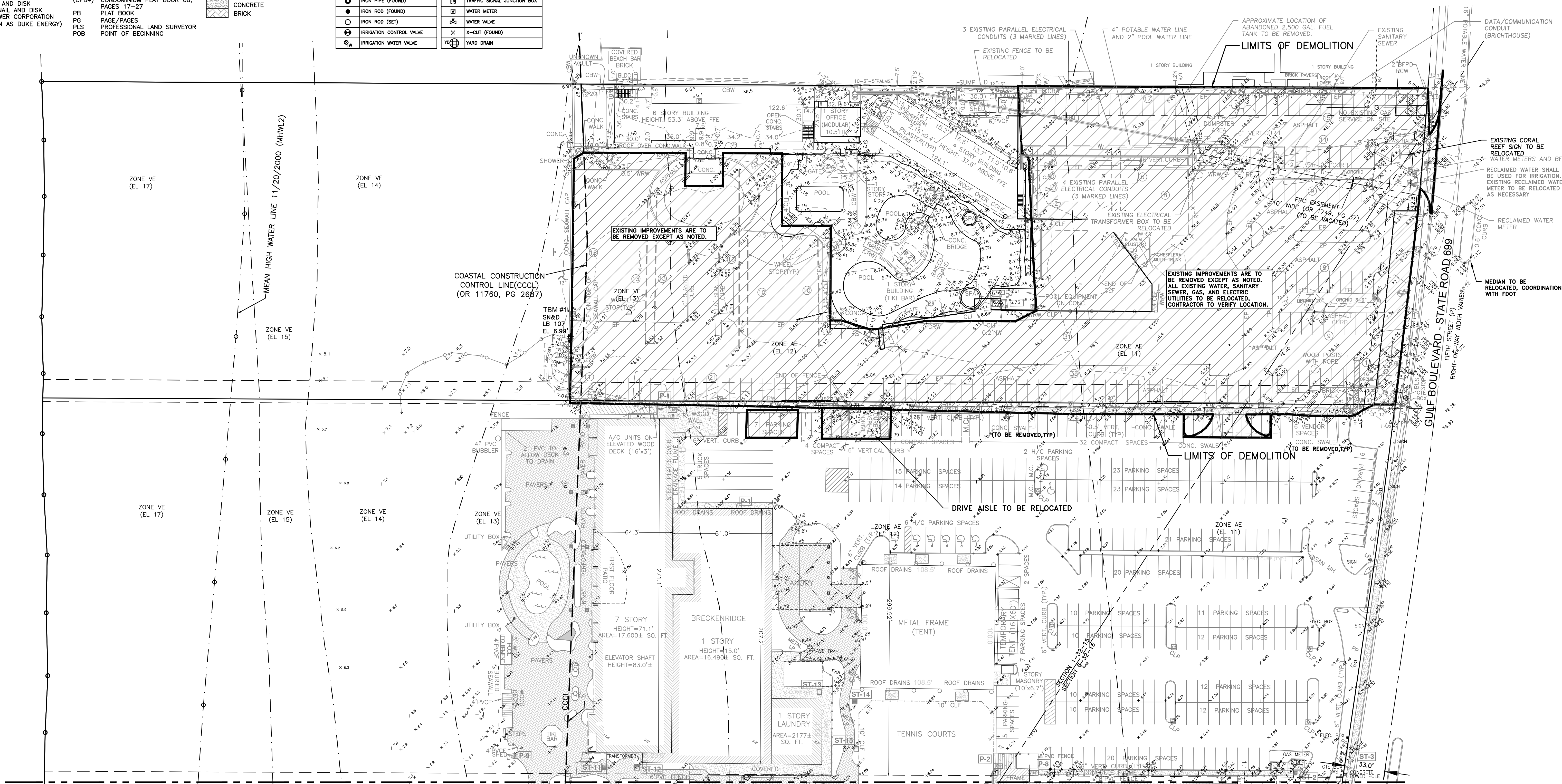
SYMBOL LEGEND	
---	BACK FLOW PREVENTION DEVICE
⊗	BOLLARD
⊠	CABLE TV BOX
⊞	CLEANOUT
⊞	CONCRETE LIGHT POLE
⊞	CONCRETE MONUMENT (FOUND)
⊞	CONCRETE MONUMENT (SET)
⊞	CROSS WALK POLE
⊞	CYPRESS
⊞	ELECTRIC HAND HOLE
⊞	ELECTRIC METER
⊞	ELECTRIC TRANSFORMER
⊞	ELEVATION
⊞	ELEVATION BACK OF CURB
⊞	ELM
⊞	FIRE HYDRANT
⊞	GAS MARKER POST
⊞	GAS METER
⊞	GAS VALVE
⊞	GRATE INLET
⊞	GUY WIRE ANCHOR
⊞	HANDICAP PARKING SPACE
⊞	IRON PIPE (FOUND)
⊞	IRON ROD (FOUND)
⊞	IRON ROD (SET)
⊞	IRRIGATION CONTROL VALVE
⊞	IRRIGATION WATER VALVE
⊞	LIFT STATION
⊞	LIGHT POLE
⊞	MISCELLANEOUS TREE
⊞	MONITORING WELL
⊞	OAK TREE
⊞	PALM TREE
⊞	PARKING SPACES
⊞	PINE TREE
⊞	PK NAIL & DISK (SET)
⊞	PK NAIL & DISK (FOUND)
⊞	POWER & LIGHT POLE
⊞	POWER/UTILITY WOOD POLE
⊞	RAILROAD SAFETY ARM
⊞	RECLAIMED WATER METER
⊞	RECLAIMED WATER VALVE
⊞	RED MAPLE
⊞	SANITARY MANHOLE
⊞	SANITARY SEWER CLEANOUT
⊞	SIGN
⊞	STORM SEWER MANHOLE
⊞	TELEPHONE PEDESTAL
⊞	TEMPORARY BENCHMARK
⊞	TRAFFIC SIGNAL JUNCTION BOX
⊞	WATER METER
⊞	WATER VALVE
⊞	X-CUT (FOUND)
⊞	YARD DRAIN

CONDITIONAL USE PERMIT SET
FOR CITY OF ST. PETE BEACH
ORIGINAL SUBMITTAL DATE: 2/17/17
RE-SUBMITTAL DATE: 3/7/17



0' 40' 80'
SCALE: 1" = 40'

CALL 811
SUNSHINE STATE
ONE CALL
OF FLORIDA
www.callsunshine.com
(800) 432-4770
MIN. 48 HOURS
BEFORE YOU EXCAVATE



MATCHLINE (SEE SHEET C3 OF 7)

Mar 13, 2017 - 8:25am K:\CADD Projects\Projects\2017\2017-2-17\Engineering\Local\2017-2-17-phase 1.dwg

REV.	DATE	REVISION	BY	CHECKED	BAB
DESIGN	APC				
DRAWN	CMM				

DEUEL & ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
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WWW.DEUELENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED BUSINESS NUMBER 107

TRADEWINDS - SUGAR SANDS
EXISTING CONDITIONS/DEMOLITION PLAN
ST. PETE BEACH FLORIDA

I, ALBERT P. CARRIER, HEREBY CERTIFY AS A LICENSED PROFESSIONAL ENGINEER, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (481) THAT THE ABOVE PROJECT'S SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL ENGINEER TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.

WORK ORDER NO.	2012-7-17E
DATE:	MAY 11, 2016
SCALE:	1" = 40'
SHEET NO.	C2 OF 7

MEAN HIGH WATER LINE 11/20/2000 (MHWL2)

ZONE VE (EL 17)

ZONE VE (EL 15)

ZONE VE (EL 14)

COASTAL CONSTRUCTION CONTROL LINE (CCCL) (OR 11760, PG 2687)

COASTAL CONSTRUCTION CONTROL LINE (CCCL) (OR 11760, PG 2687)

SEAMARK CONDO
OWNER: SEAMARK, INC.

GENERAL LOCATION OF PEDESTRIAN EASEMENT FOR PROPERTY OWNERS OF BRIGHTWATER BEACH ESTATES (DEED BOOK 1400, PAGE 149 - NO WIDTH GIVEN)

EXISTING GATE TO BE RELOCATED

EXISTING DECORATIVE WALL TO BE REMOVED

EXISTING ASPHALT TO BE SAW CUT AND REMOVED FOR PEDESTRIAN ACCESS BUFFER.

ST-1
GRATE = 4.23'
BOTTOM EL. = 3.25'

ST-2
GRATE = 4.23'
BOTTOM EL. = 3.25'

ST-3
GRATE = 4.23'
BOTTOM EL. = 3.25'

ST-4
GRATE = 5.0'
THROAT EL. = 7.0'

ST-5
GRATE = 4.63'
INVERT = 4.01'N
INVERT = 3.98'SE
INVERT = 3.90'SW

ST-6
GRATE = 3.93'
INVERT = (6" PVC)

ST-7
GRATE = 4.98'
BOTTOM EL. = 2.98'

ST-8
GRATE = 4.84'
BOTTOM EL. = 2.68'
INVERT = 1.76'

ST-9
GRATE = 4.84'
BOTTOM EL. = 2.68'
INVERT = 1.76'

ST-10
GRATE = 4.84'
BOTTOM EL. = 2.68'
INVERT = 1.76'

ST-11
GRATE = 4.84'
BOTTOM EL. = 2.68'
INVERT = 1.76'

ST-12
GRATE = 4.84'
BOTTOM EL. = 2.68'
INVERT = 1.76'

ST-13
GRATE = 4.84'
BOTTOM EL. = 2.68'
INVERT = 1.76'

ST-14
GRATE = 4.84'
BOTTOM EL. = 2.68'
INVERT = 1.76'

ST-15
GRATE = 4.84'
BOTTOM EL. = 2.68'
INVERT = 1.76'

ST-16
GRATE = 4.84'
BOTTOM EL. = 2.68'
INVERT = 1.76'

ST-17
GRATE = 4.84'
BOTTOM EL. = 2.68'
INVERT = 1.76'

ST-18
GRATE = 4.84'
BOTTOM EL. = 2.68'
INVERT = 1.76'

SECTION 1-22-15
SECTION 6-32-16

				DESIGN:	BAB
				DRAWN:	CMM
#	DATE	REVISION	BY	CHECKED:	APC

DEUEL & ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

TRADEWINDS - SUGAR SANDS
EXISTING CONDITIONS/DEMOLITION PLAN

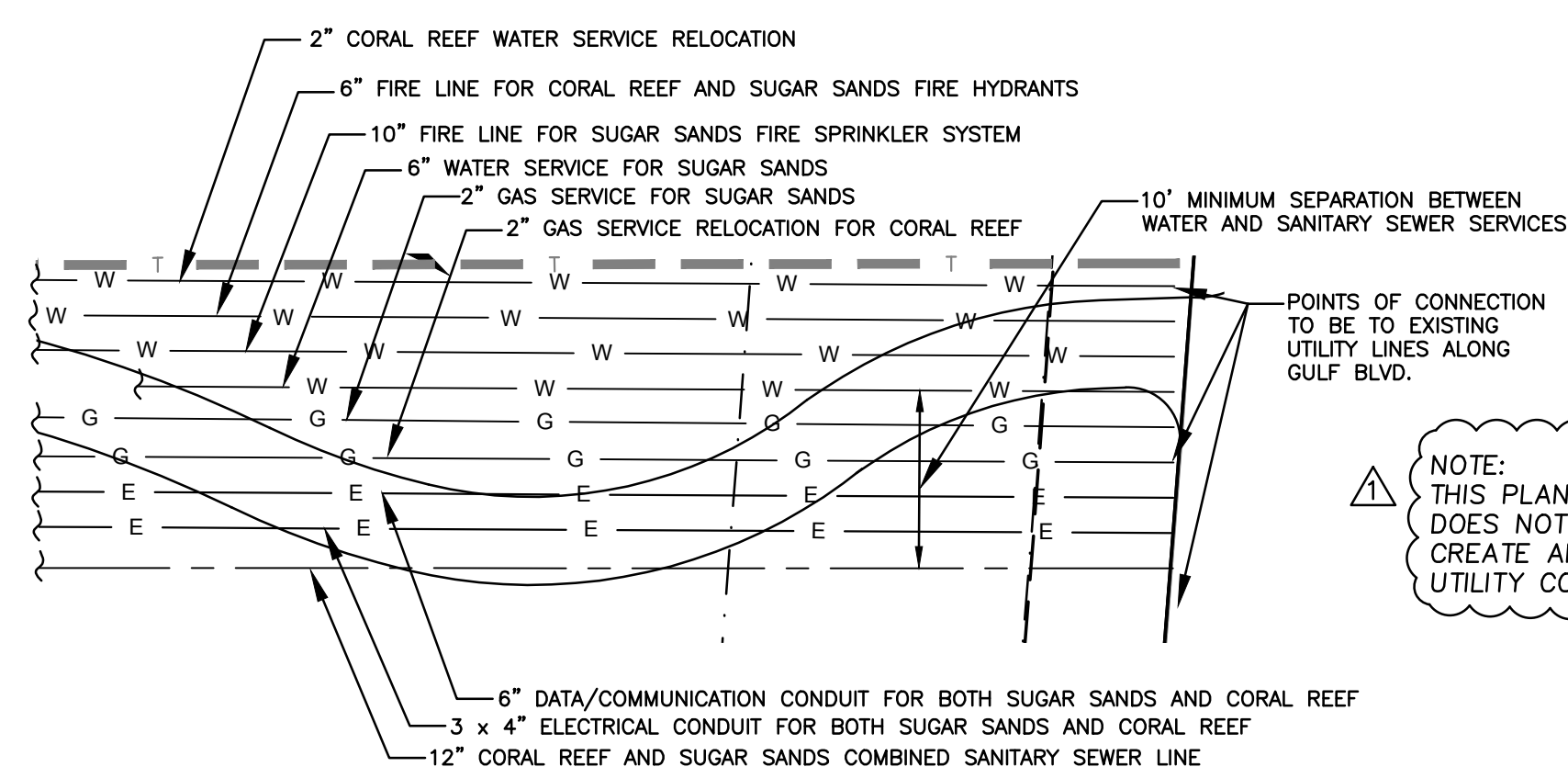
WORK ORDER NO.	2012-7-17E
DATE:	MAY 11, 2016
SCALE:	1" = 40'
SHEET NO.	C3 OF 7

A	ARC
A/C	AIR CONDITIONER
ACOPE	ARMY CORPS & ENGINEERS
BFPD	BACK FLOW PREVENTION DEVICE
BH	BELL
BOLL	BOLLARD
BM	C
	CHORD
(C)	CALCULATED
(C)	CHORD BEARING
CCCL	COASTAL CONSTRUCTION
	CONTROL LINE
CBW	CONCRETE BLOCK WALL
CFD	C. FRED DEUEL & ASSOCIATES, INC.
CHB	CHORD BEARING
	CENTERLINE
CLF	CHAIN LINK FENCE
C.M.	CONCRETE MONUMENT
CONC.	CONCRETE
C/T	CURB TIE
CTV	CABLE TELEVISION
D	DELTA
(D)	DEED
DB	DEED BOOK
ERCP	ELLIPTICAL REINFORCED
CONCRETE	CONCRETE
EP	EDE OF PAVEMENT
EL	ELEVATION
(F)	FIELD
F	FOUND
FCIR	FOUND CAPPED IRON ROD
FOM	FOUND CONCRETE MONUMENT
FF	FINISHED FLOOR
FHA	FIRE HYDRANT ASSEMBLY
FIP	FOUND IRON PIPE
FIR	FOUND IRON ROD
FN&D	FOUND NAIL AND DISK
FPKD	FOUND PK NAIL AND DISK
FFC	FLORIDA POWER CORPORATION (NOW KNOWN AS DUKE ENERGY)

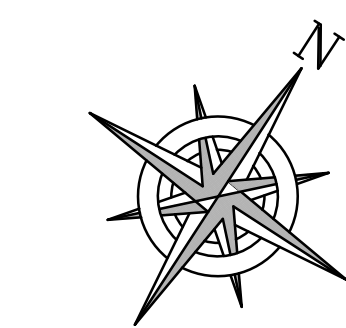
F&T	FOUND RIVET AND DISK
R/G	FENCE TIE
GI	ORATE INLET
GV	CAS VALVE
GM	CAS METER
GV	GATE VALVE
GW	GUY WIRE
GTE	GENERATOR TELEPHONE COMPANY (NOW KNOWN AS VERIZON)
H/C	HANDICAP PARKING SPACE
HT	HEIGHT
I	IDENTIFICATION
L#	LINE - SEE LINE TABLE
LB	LEGAL
LI	LICENSED BUSINESS
LF	LOWEST FLOOR ELEVATION
LPT	LIGHT POLE
MAS	MASONRY
M.C.	MINIEST CYCLE PARKING SPACE
MH	MANHOLE
NAV08B	NORTH AMERICAN VERTICAL CIRCULAR
NGS	NATIONAL GEODETIC SURVEY
N&D	NAIL AND DISK
NFL	NOT FIELD LOCATED
No.	NUMBER
OR	OVERHEAD WIRES
OR	OFFICIAL RECORD BOOK
P-11	PAGE 11, PAGE 33
(CPB1)	CONDOMINIUM PLAT BOOK 134, PAGE 32-37
(CPB2)	CONDOMINIUM PLAT BOOK 157, PAGE 40-54
(CPB3)	CONDOMINIUM PLAT BOOK 157, PAGES 84-89
(CPB4)	CONDOMINIUM PLAT BOOK 68, PAGES 17-27
PB	PLAT BOOK
PG	PAGE/PAGES
PLS	PUBLIC LAND SURVEYOR
POB	POINT OF BEGINNING

POB	POINT OF BEGINNING
POL	POINT ON LINE
PP	POWER POLE
PRM	PERMANENT REFERENCE
PSC	PROFESSIONAL SURVEYOR
PVM	MAPPER
P/V	POLY VINYL CHLORIDE
R	RAILROAD
R/C	REINFORCED CONCRETE PIPE
RCW	RECLAIMED WATER
RFG	RANGE FENCE
RNG.	RANGE
R/W	RIGHT-OF-WAY
SEC.	SECTION
SAN.	SANITARY
SC	SCOUR
SCN	SANITARY CLEAN-OUT
SCM	SC CONCRETE MONUMENT
SHWD	SHED AND DISK
SR	STATE ROAD
STW	STORAGE BUILDING
STR.	SIDEWALK TIE
TBM	TEMPORARY BENCHMARK
TOS	TOP OF BANK
TOW	TOE OF SLOPE
TRANS	TRANSFORMER
TY	TYPICAL
TWP.	TOWNSHIP
UP	UTILITY POLE
VCP	VITRIFIED GLAY PIPE
VERT.	VERTICAL
VO	VERTICAL OFFSET
W	WOOD FENCE
WV	WATER VALVE
	CONCRETE
	BRICK

SYMBOL		LEGEND	
—	BACK FLOW PREVENTION DEVICE	□	LIFT STATION
⊙	BOLLARD	☆	LIGHT POLE
⊞	CABLE TV BOX	⊞	MISCELLANEOUS TREE
⊞	CLEANOUT	⊞	MONITORING WELL
⊞	CONCRETE LIGHT POLE	⊞	OAK TREE
■	CONCRETE MONUMENT (FOUND)	⊞	PALM TREE
□	CONCRETE MONUMENT (SET)	⊞	PARKING SPACES
—	CROSS WALK POLE	⊞	PINE TREE
⊞	CYPRESS	⊞	PK NAL. & DISK (SET)
⊞	ELECTRIC HAND HOLE	⊞	PK NAL. & DISK (FOUND)
⊞	ELECTRIC METER	⊞	POWER & LIGHT POLE
⊞	ELECTRIC TRANSFORMER	⊞	POWER/UTILITY WOOD POLE
⊞	ELEVATION	⊞	RAILROAD SAFETY ARM
⊞	ELEVATION <u>BACK OF CURB</u>	⊞	RECLAIMED WATER METER
⊞	ELM	⊞	RECLAIMED WATER VALVE
⊞	FIRE HYDRANT	⊞	RED MAPLE
⊞	GAS MARKER POST	⊞	SANITARY MANHOLE
⊞	GAS METER	⊞	SANITARY SEWER CLEANOUT
⊞	GAS VALVE	⊞	SIGN
⊞	GRATE INLET	⊞	STORM SEWER MANHOLE
⊞	GUY WIRE ANCHOR	⊞	TELEPHONE PEDESTAL
⊞	HANDICAP PARKING SPACE	⊞	TEMPORARY BENCHMARK
⊞	IRON PIPE (FOUND)	⊞	TRAFFIC SIGNAL JUNCTION BOX
⊞	IRON ROD (FOUND)	⊞	WATER METER
⊞	IRON ROD (SET)	⊞	WATER VALVE
⊞	IRRIGATION CONTROL VALVE	⊞	X—CUT (FOUND)
⊞	IRRIGATION WATER VALVE	⊞	YARD DRAIN

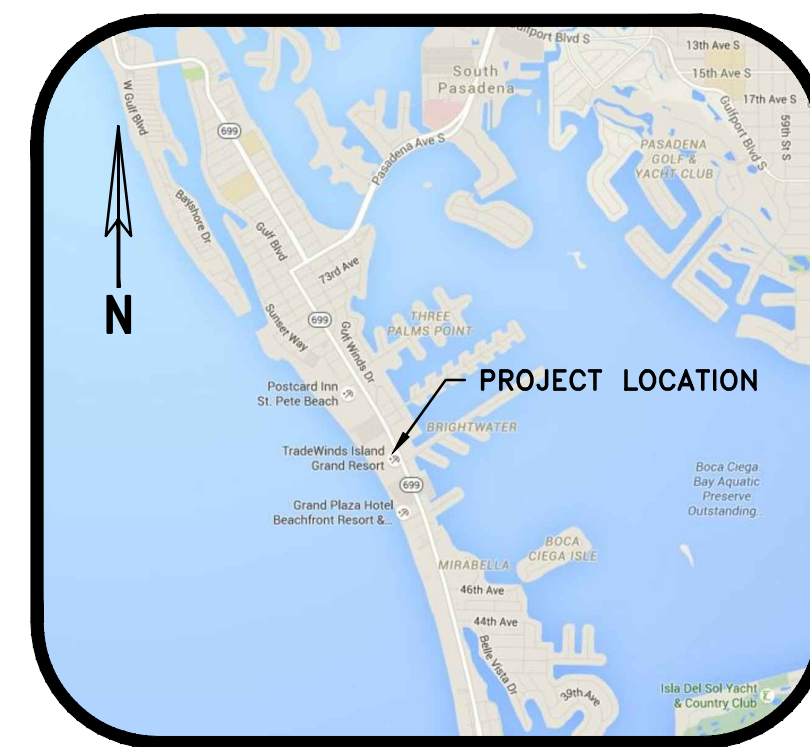


NOTE:
THIS PLAN AS DRAWN
DOES NOT CONTRIBUTE OR
CREATE ANY ADDITIONAL
UTILITY CONFLICTS.



0' 40' 80'

SCALE: 1" = 40'



LOCATION MAP

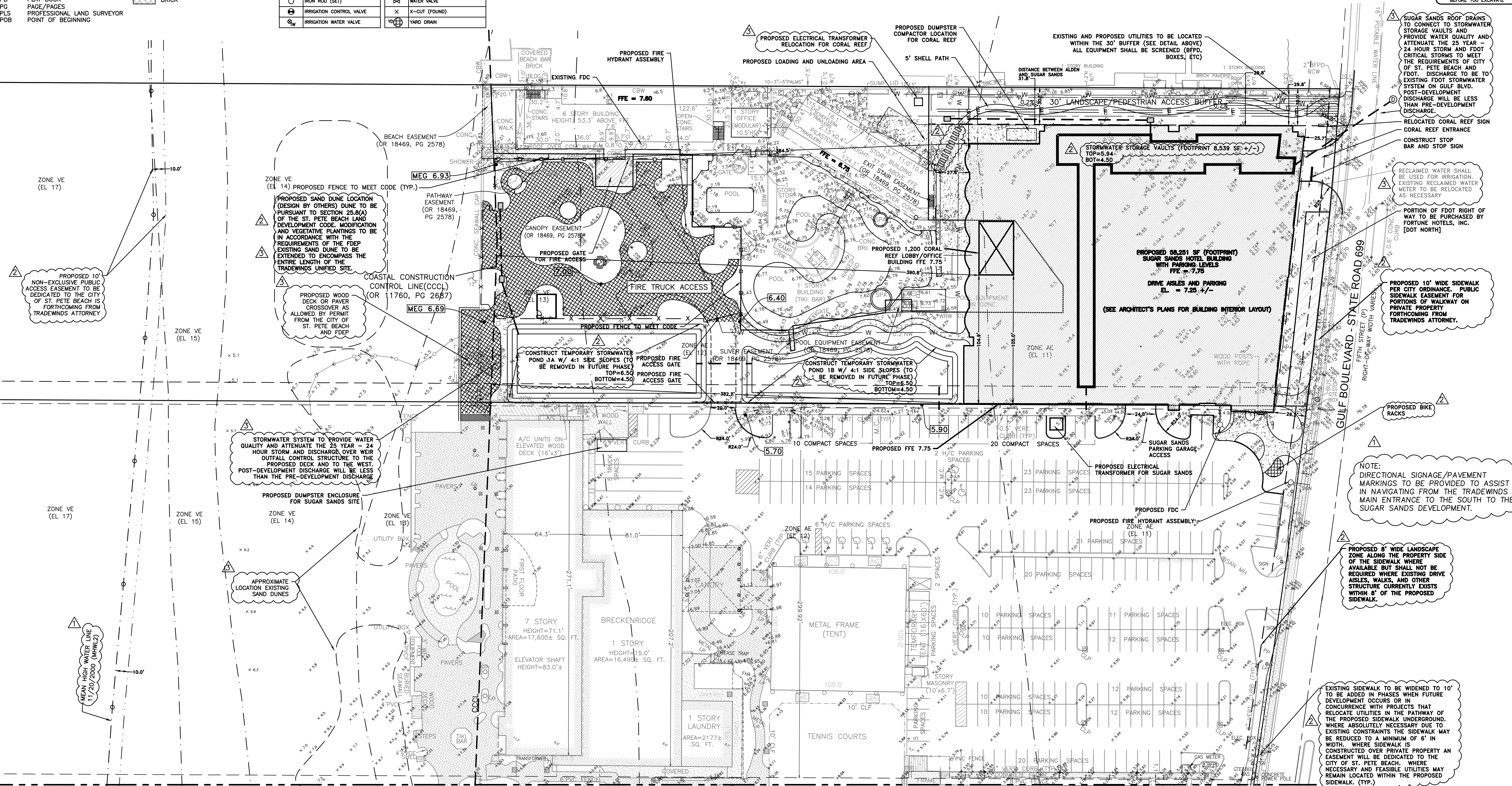
N.T.S.

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**MIN. 48 HOURS
BEFORE YOU EXCAVATE**



MATCHLINE (SEE SHEET C5 OF 7)

3	3/7/17	PER CITY OF ST. PETE BEACH COMMENTS	CAC	DESIGN:	APC
2	8/5/16	PER CITY OF ST. PETE BEACH COMMENTS	CMM	DRAWN:	CMM
1	7/21/16	PER CITY OF ST. PETE BEACH COMMENTS	CMM		
REV.#	DATE	REVISION	BY	CHECKED:	BAB

DEUEL & ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PH 727.822.4151 FAX 727.821.7255
WWW.DEUELENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED BUSINESS NUMBER 107

TRADEWINDS - SUGAR SANDS
PRELIMINARY SITE PLAN

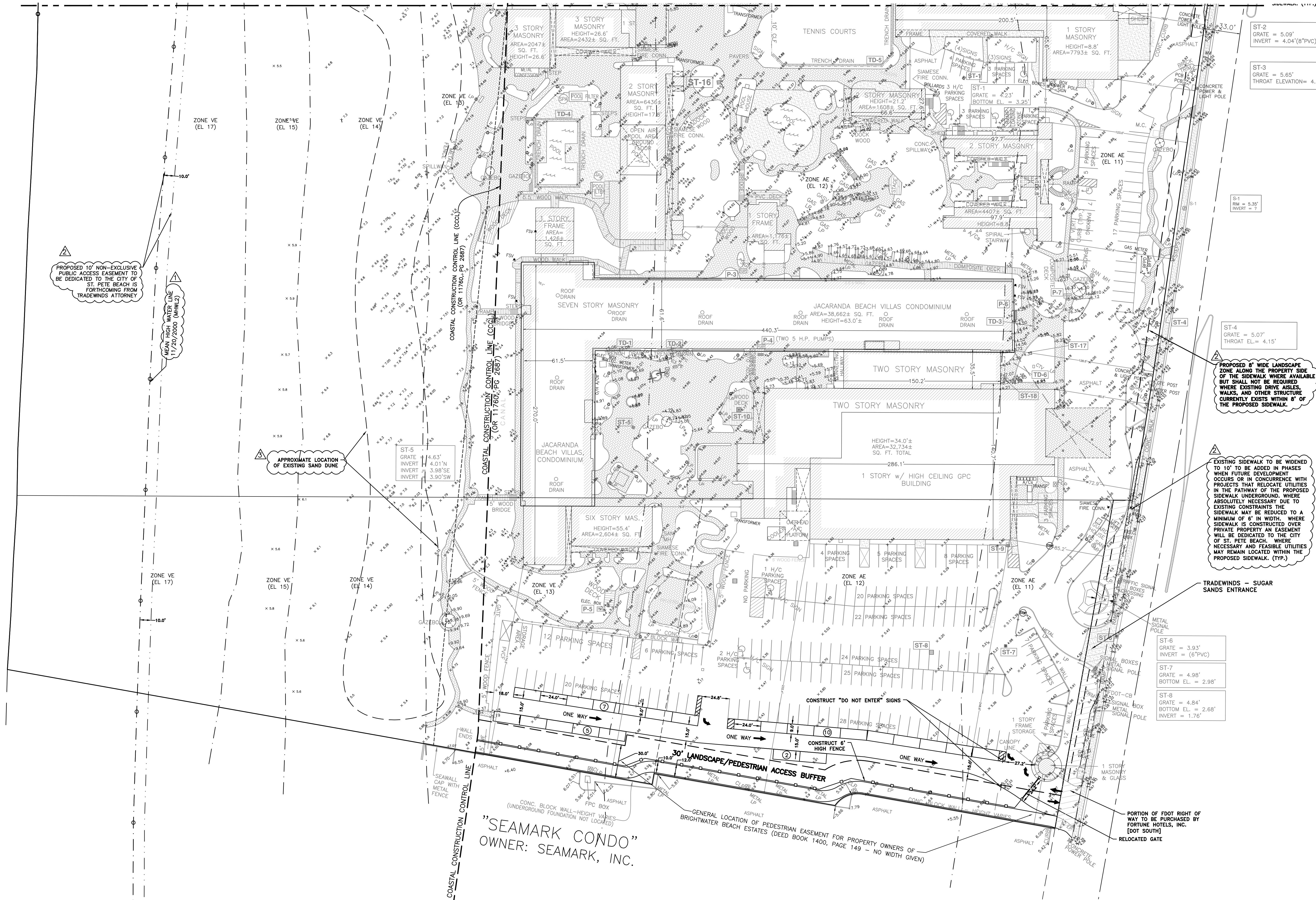
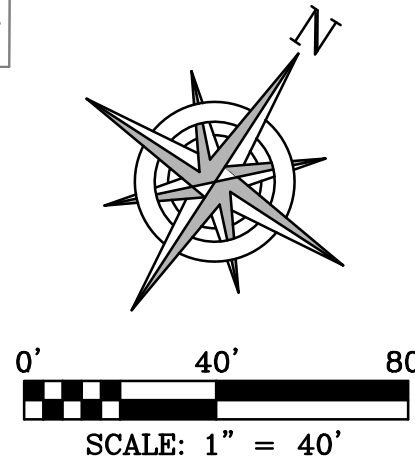
I, ALBERT P. CARRIER, HEREBY CERTIFY AS A LICENSED PROFESSIONAL ENGINEER, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (481) THAT THE ABOVE PROJECT'S SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL ENGINEER TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.

ALBERT P. CARRIER, P.E., 53990	WORK ORDER NO.	2012-7-17E
	DATE:	MAY 11, 2016
	SCALE:	1" = 40'
	SHEET NO.	C4 OF 7

MATCHLINE (SEE SHEET C4 OF 7)

CONDITIONAL USE PERMIT SET
FOR CITY OF ST. PETE BEACH
ORIGINAL SUBMITTAL DATE: 2/17/17
RE-SUBMITTAL DATE: 3/7/17

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Mar 13, 2017 - 8:00am K:\CADD Projects\Projects\2013\2012-7-17\Engineering\Seamark\2012-7-17-Phase 1 - prep.dwg

3	3/7/17	PER CITY OF ST. PETE BEACH COMMENTS	CAC	DESIGN:	BAB
2	8/5/16	PER CITY OF ST. PETE BEACH COMMENTS	CMM	DRAWN:	CMM
1	7/21/16	PER CITY OF ST. PETE BEACH COMMENTS	CMM		
REV.#	DATE	REVISION	BY	CHECKED:	APC

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TRADEWINDS - SUGAR SANDS
PRELIMINARY SITE PLAN
ST. PETE BEACH FLORIDA

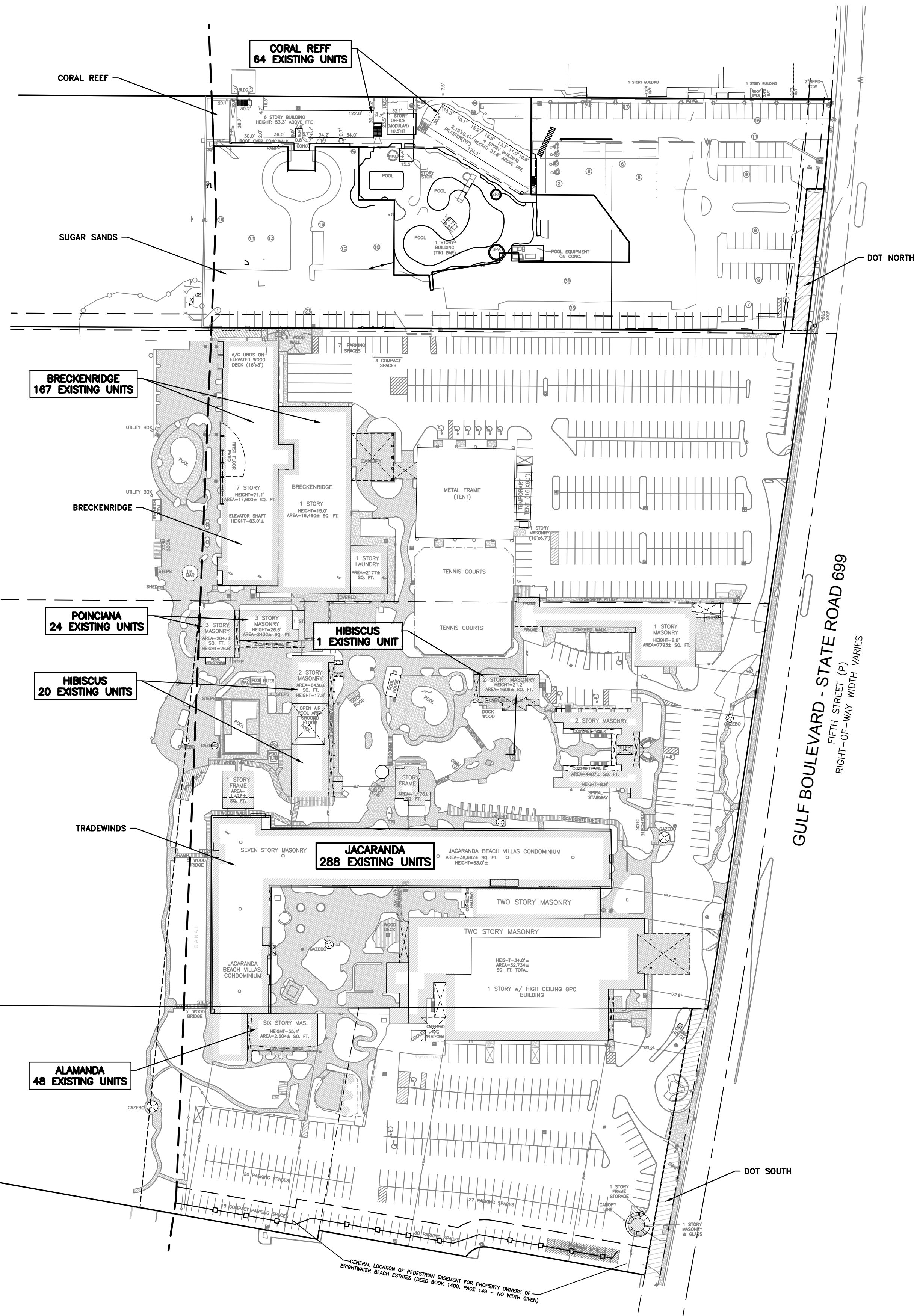
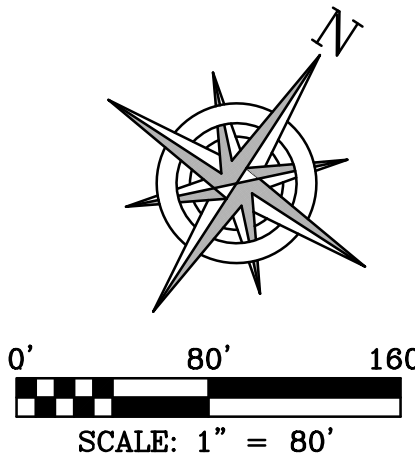
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ALBERT P. CARRIER, P.E., 53990

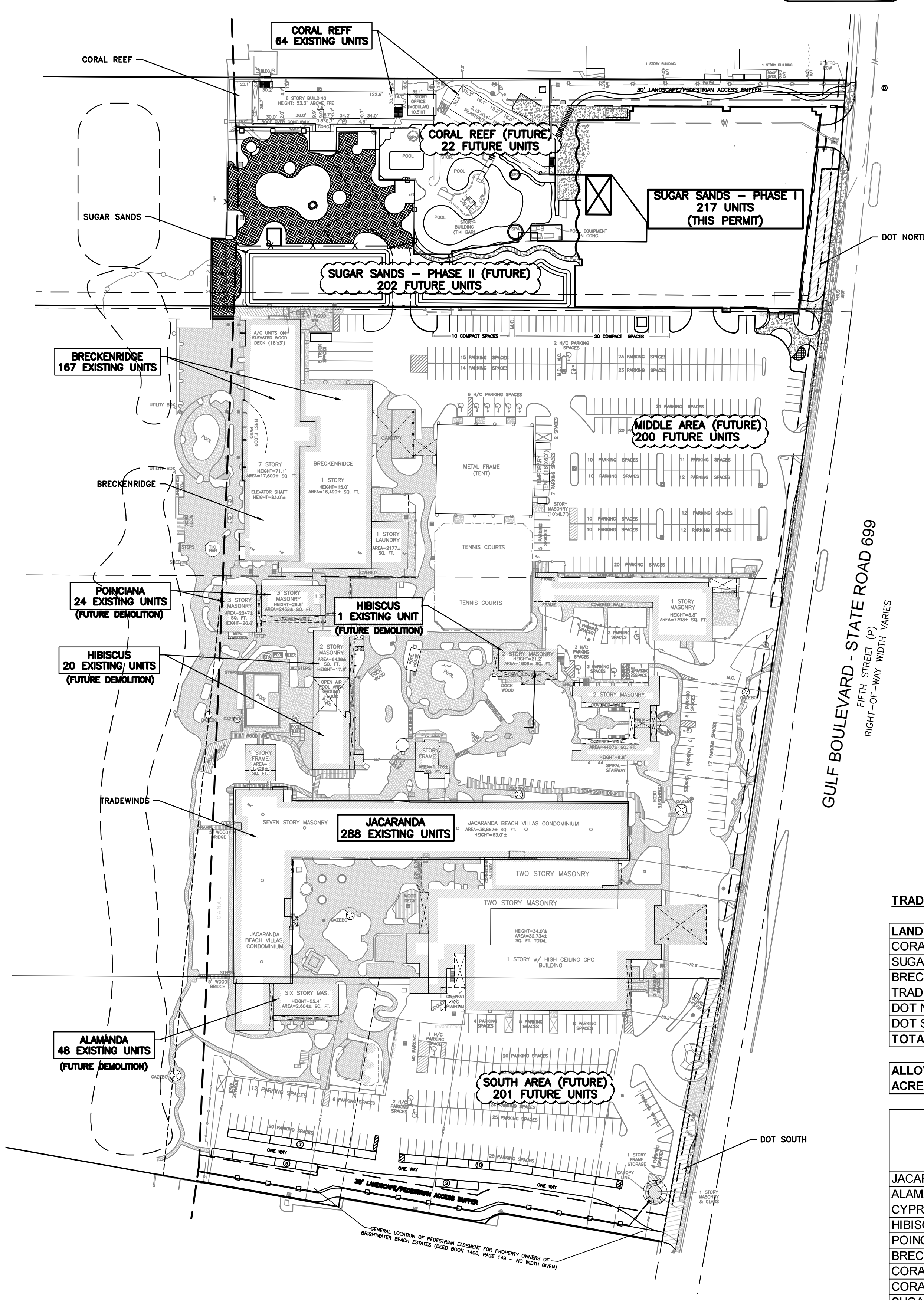
WORK ORDER NO.	2012-7-17E
DATE:	MAY 11, 2016
SCALE:	1" = 40'
SHEET NO.	C5 OF 7

CONDITIONAL USE PERMIT SET
FOR CITY OF ST. PETE BEACH
ORIGINAL SUBMITTAL DATE: 2/17/17
RE-SUBMITTAL DATE: 3/7/17

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EXISTING SITE
SCALE: 1" = 80'



PROPOSED SITE (THIS PERMIT)
SCALE: 1" = 80'

TRADEWINDS UNIFIED PARKING CALCULATIONS	
PARKING CRITERIA	
TRANSIENT ACCOMMODATIONS	1 PER TRANSIENT ACCOMMODATION UNIT, PLUS 1 ADDITIONAL PER 10 TRANSIENT ACCOMMODATION UNITS, PLUS ADDITIONAL PARKING FOR ACCESSORY FACILITIES IN ACCORDANCE WITH THE FOLLOWING:
OFFICE SPACE	1 PER 300 SF FLOOR AREA
RETAIL AND RESTAURANT SPACE	1 PER 200 SF FLOOR AREA
BALLROOMS, LOBBY AREA, CONFERENCE	1 PER 1,000 SF FLOOR AREA
VEHICLE RENTAL	1 PER 200 SF FLOOR AREA, MUST BE MARKED AS CUSTOMER SPACES PLUS ONE FOR RENTAL VEHICLE

BUILDING	UNITS	REQUIRED PARKING
JACARANDA BEACH VILLAS	288	316.80
ALAMANDA	48	52.80
CYPRESS	1	1.10
HIBISCUS	20	22.00
POINCIANA	24	26.40
BRECKENRIDGE	167	183.70
CORAL REEF RESORT	64	70.40
SUGAR SANDS - PHASE I	217	238.70
TOTAL GUEST ROOM PARKING	829	911.90

COMMON AREAS	SQUARE FEET	REQUIRED PARKING
MEETING, FITNESS, LOBBY IG	48,686	48.69
MEETING, FITNESS, LOBBY CR	1,200	1.20
MEETING, FITNESS, LOBBY (SPA) SS	34,242	34.24
RETAIL & RESTAURANT IG	11,804	59.02
VEHICLE RENTAL	168	0.84
OFFICE SPACE IG	17,423	58.08
OFFICE SPACE CR	238	0.79
OFFICE SPACE SS	54,954	183.18
TOTAL COMMON AREA PARKING	168,715	386.04

TOTAL REQUIRED PARKING	1,297.94
TRADEWINDS PARKING PROVIDED	252
BRECKENRIDGE PARKING PROVIDED	313
SUGAR SANDS PARKING PROVIDED	811
TOTAL PARKING PROVIDED	1,376

TRADEWINDS UNIFIED SITE DENSITY

LAND AREA EAST OF CCCL	SQUARE FEET	ACRES
CORAL REEF	50,062	1.149
SUGAR SANDS	120,016	2.755
BRECKENRIDGE	195,779	4.494
TRADEWINDS	416,618	9.564
DOT NORTH	2,884	0.066
DOT SOUTH	5,133	0.118
TOTAL ACREAGE	790,492	18.147

ALLOWABLE UNITS AT 75 UNITS PER ACRE	1361.04
--------------------------------------	---------

BUILDING	EXISTING	SUGAR SANDS PHASE I	TRADEWINDS UNIFIED SITE COMPLETE BULDOZ
JACARANDA BEACH VILLAS	288	288	288
ALAMANDA	48	48	0
CYPRESS	1	1	0
HIBISCUS	20	20	0
POINCIANA	24	24	0
BRECKENRIDGE	167	167	167
CORAL REEF TIMESHARE	64	64	64
CORAL REEF (FUTURE)	0	0	22
SUGAR SANDS - PHASE I (THIS PERMIT)	0	217	217
SUGAR SANDS - PHASE II (FUTURE)	0	0	202
SOUTH AREA (FUTURE)	0	0	201
MIDDLE AREA (FUTURE)	0	0	200
TOTAL UNITS PER PHASE	612	829	1361
TOTAL DENSITY (UNITS PER ACRE)	33.72	45.68	75.00

CONDITIONAL USE PERMIT SET
FOR CITY OF ST. PETE BEACH
ORIGINAL SUBMITTAL DATE: 2/17/17

REV.#	DATE	REVISION
2	8/5/16	PER CITY OF ST. PETE BEACH COMMENTS
1	7/21/16	PER CITY OF ST. PETE BEACH COMMENTS

DESIGN: APC
DRAWN: CMM
BY: CMM
CHECKED: BAB

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PH 727.822.4151 FAX 727.821.7255
WWW.DEUELENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED BUSINESS NUMBER 107

TRADEWINDS - SUGAR SANDS
OVERALL SITE DENSITY EXHIBIT
ST. PETE BEACH FLORIDA

I, ALBERT P. CARRIER, HEREBY CERTIFY AS A LICENSED PROFESSIONAL ENGINEER, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (481) THAT THE ABOVE PROJECTS SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL ENGINEER TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.

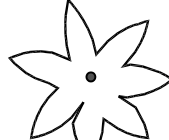
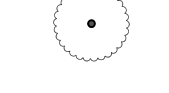
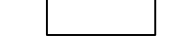
WORK ORDER NO. 2012-7-17E
DATE: MAY 11, 2016
SCALE: 1" = 80'
SHEET NO. C6 OF 7

ALBERT P. CARRIER, P.E., 53990

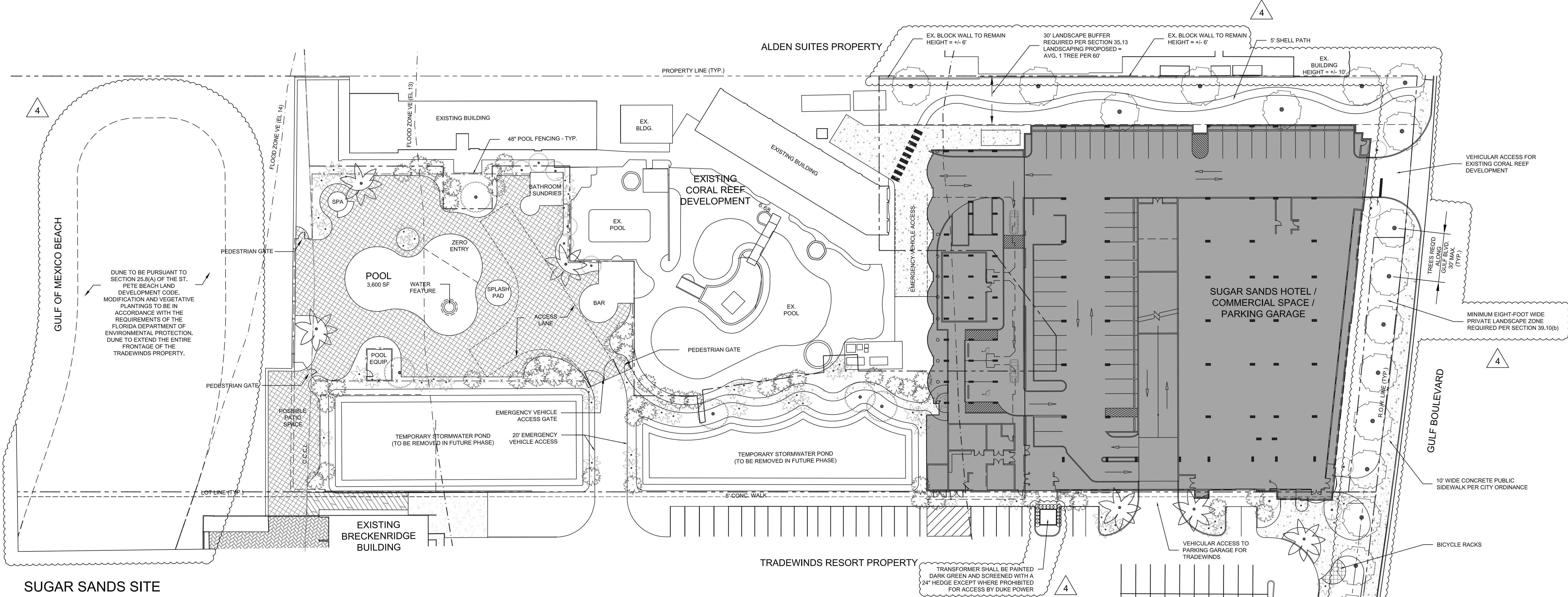
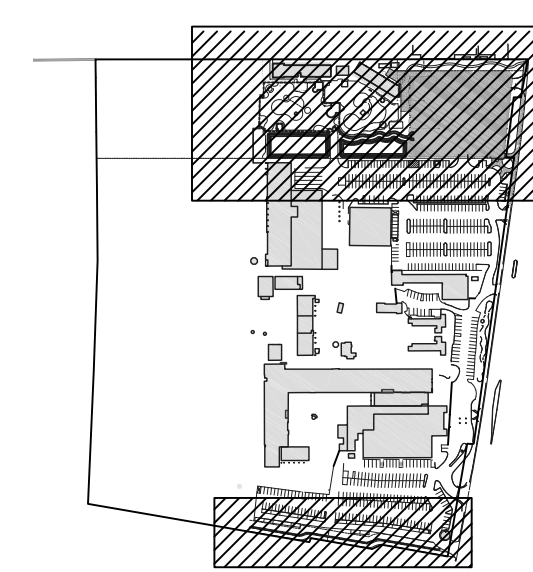
NOTES:

- ALL LANDSCAPE MATERIAL SHALL BE 100% IRRIGATED USING RECLAIMED WATER.
- POOL AREA EQUIPMENT ENCLOSURES, ROOMS OR AREAS SHALL BE LIGHTED TO PROVIDE 30 FOOT CANDLES OF ILLUMINATION AT FLOOR LEVEL.
- ARTIFICIAL LIGHTING SHALL BE PROVIDED AT ALL SWIMMING POOLS WHICH ARE TO BE USED AT NIGHT.
- OUTDOOR POOL LIGHTING SHALL PROVIDE A MINIMUM OF THREE FOOT CANDLES OF ILLUMINATION AT THE POOL WATER SURFACE AND THE POOL WET DECK SURFACE. UNDERWATER LIGHTING SHALL BE A MINIMUM OF ONE-HALF WATT PER SQUARE FOOT OF POOL WATER SURFACE AREA.
- UNDERWATER LIGHTING SHALL UTILIZE TRANSFORMERS AND LOW VOLTAGE CIRCUITS WITH EACH UNDERWATER LIGHT BEING GROUNDED. THE MAXIMUM VOLTAGE FOR EACH LIGHT SHALL BE 15 VOLTS AND THE MAXIMUM LAMP SIZE SHALL BE 300 WATTS.
- ALL VEHICULAR USE AREAS, PEDESTRIAN WALKS AND HARDSCAPE SURFACES SHALL BE LIGHTED TO PROVIDE A MINIMUM 1 FOOT CANDLE OF ILLUMINATION. ALL OVERHEAD FIXTURE SHALL BE CUTOFF TYPE.
- LIGHTING SHALL BE TURTLE COMPLIANT WHERE REQUIRED BY THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION.
- AN EMERGENCY VEHICLE ACCESS LANE LOCATED ON THE POOL DECK SHALL BE DELINEATED BY SPECIALTY PAVER MARKERS OR IN GROUND LED LIGHT FIXTURES ACTIVATED WHEN THE ASSOCIATED ACCESS GATE IS OPENED.
- TRADEWINDS PARTICIPATES IN RECYCLING AND CURRENTLY HOLDS A "THREE PALM DESIGNATION" WITH THE FLORIDA GREEN LODGING PROGRAM ADMINISTERED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

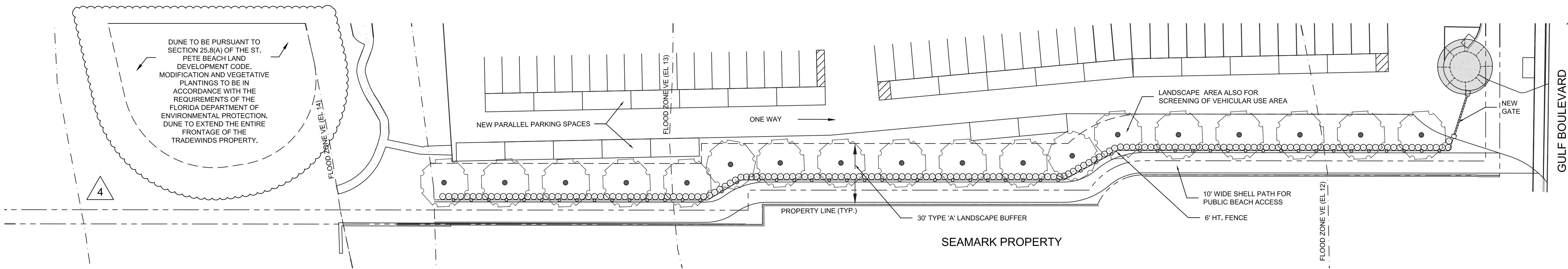
PLANT LEGEND

	CANOPY TREE:	QUERCUS VIRGINIANA, CONOCARPUS ERECTUS, TABEBUIA CARABA, BUCIDA BUCERAS	MINIMUM SPECIFICATION: 12' HT.; 3" DBH
	SPECIMEN PALM:	PHOENIX SYLVESTRIS, ROYSTONEA ELATA	MINIMUM SPECIFICATION: 12' HT. CLEAR TRUNK
	SMALL PALM:	SABAL PALMETTO, WASHINGTONIA ROBUSTA, ADONIDIA MERRILLII	MINIMUM SPECIFICATION: 8' HT. CLEAR TRUNK
	UNDERSTORY TREE:	CALLISTEMON VAMINALIS, COCCOLOBA DIVERSIFOLIA, TECOMA STANS	MINIMUM SPECIFICATION: 8' HT.; 2" DBH
	HEDGE/ SHRUB:	RAPHIOLEPIS INDICA, ALLAMANDA CATHARTICA, CHRYSOBALANUS ICACO, MYRICA PUMILA	MINIMUM SPECIFICATION: 24" HT.
	GROUNDCOVER/ SOD:	TRACHELOSPERMUM JASMINOIDES; MUHLENBERGIA CAPILLARIS, ZAMIA PUMILA, LANTANA CAMARA	

SITE KEY



SUGAR SANDS SITE



SOUTHERN BUFFER & BEACH ACCESS



Phil Graham
LANDSCAPE ARCHITECTURE

535 Central Ave, Suite 316
St. Petersburg, FL 33701
T/ 727.821.5225

PhilGrahamLA.com

CONSULTANTS
GENERAL CONTRACTOR/AGENT
RKM BUILDING CONSTRUCTION
1135 Pasadena Avenue Suite 125
South Pasadena, FL 33707
(727) 345-0522

CIVIL ENGINEERING
DEUEL & ASSOCIATES
565 South Hercules Avenue
Clearwater, FL 33764
(727) 822-4151

ARCHITECT
L2 STUDIOS
109 East Church Street Suite 150
Orlando, FL 32801
(407) 648-8888

OWNER

RIA Coral Reef, Inc.
5600 Gulf Boulevard
St. Pete Beach, Florida 33706
(727) 363-2244

SUGAR SANDS
AT TRADEWINDS ISLAND BEACH RESORTS

5750 Gulf Boulevard
ST. PETE BEACH | FL

SIGNATURE & SEAL

FL Registration: LC26000478

CONDITIONAL USE

ISSUE DATE

REVISIONS

1	Pool deck, fire lane	07-22-16
2	Sidewalks, bike rack remove parking, add pond; change notes	08-09-16
3	City Comments	02-17-17
4	City Comments	03-07-17

SHEET INFORMATION

DATE	06-17-16
JOB NUMBER	16011
DRAWN BY	MG
CHECKED BY	PGIV

SCALE: 1" = 30'-0"
0 15' 30' 60'

LANDSCAPE
DEVELOPMENT
PLAN

L3.00

St. Pete Beach Planning Board

155 Corey Avenue
St. Pete Beach, FL 33706
727-367-2735

3/21/17

Conditional Use
Case #: 2017-0005
(New Hotel
Development)

Agent/Owner
E.D. Armstrong /
RIA-Coral Reef Inc.

Location
5750 Gulf Boulevard

Commission District
District 3

Staff Representative
Jennifer Bryla,
Community
Development

Findings

Findings are further explored in the Justification and technical review portion of the Staff Report. Staff has determined, pursuant to Sec. 4.4 (Conditional Use Approval Criteria) the following:

1. The proposed application is consistent with Florida Statutes.
2. The proposed application will be

ITEM SUMMARY:

The applicant is requesting conditional use approval to construct a mixed use development on the previously occupied Coral Reef transient lodging facility site. The proposal will be a component of the Tradewinds Resort development. The request requires a conditional use

approval for a temporary lodging use with building height greater than 50 feet and density above 30 units per acre, pursuant to Section 35.3(b)(1), 35.3(d)(2), and Sec. 39.6(p) of the City's Land Development Code.

The mixed use development is proposing a 217 room hotel, a 811 space multi-story parking structure, a timeshare sales center, a spa and fitness center, a marketing office, a Coral Reef reception area for the existing facility, and other ancillary amenities. The height of the proposed structure is 116' and is located on the site of the previous Coral Reef hotel, which was demolished in 2014. This development is the first phase in a unified development plan for the Tradewinds property holdings.



Code language requirement	Proposed
Sec. 35.3(b)(1) & Sec. 39.6(p) - Temporary lodging use that will exceed 50 feet in height & 30 units to the acre	116 feet 46 upa

consistent with the Comprehensive Plan when infrastructure improvements are completed. 3. The proposed application is compatible with the character of the existing area. 4. The proposed application will not have a negative impact on off-street parking or transportation. 5. The proposed application will not negatively affect public health, safety, or welfare. Staff Recommendation <i>Approval with outlined conditions.</i>	<table border="1" data-bbox="443 149 1433 363"> <tr> <td data-bbox="443 149 1040 363"> 35.3(d)(2) - Commercial Parking Structure </td><td data-bbox="1040 149 1433 363"> Use as a Commercial Parking lot will be determined by the applicant during a later phase. </td></tr> </table> Existing Use: Vacant (previously a 200 room hotel) Proposed Use: Hotel with structured parking and amenities Adjacent Uses: North: Hotel (Alden Suites) South: Breckenridge at Tradewinds Resort East: Infrastructure (Gulf Blvd.) West: Beach (Gulf of Mexico) PUBLIC NOTICE: Notice of public hearing has been advertised and notice has been provided as required by State Statutes including mailings within 500 feet of the subject property, posting of the property, and newspaper advertisement. As of the date of this report, no written comments have been received. Oral and written comments may be presented at the public hearing. COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE: The subject property has a future land use designation of LR (Large Resort District) and P (Preservation District) in the City of St. Pete Beach Comprehensive Plan. It is located in the Gulf Boulevard Community Redevelopment District, which encourages the redevelopment of hotels and their accessory uses that are permitted in the LR District. The subject property is also zoned LR (Large Resort District) and P (Preservation District) in the City of St. Pete Beach Land Development Code (LDC) which allows temporary lodging uses as permitted uses and a variety of associated uses with conditional use approval. Pursuant to the Comprehensive Plan remedial action agreement (DOAH Case No.: 13-003401GM), the City may not issue any development order for a building exceeding eighty (80) feet in height within the Community Redevelopment District until the studies identified in the agreement have been completed. JUSTIFICATION / TECHNICAL REVIEW: City Staff has reviewed the standards for review in section 4.4 and has determined the following: <i>Standards applicable to all conditional uses.</i> When considering an application for approval of a conditional use, the city commission review shall consider the following standards:	35.3(d)(2) - Commercial Parking Structure	Use as a Commercial Parking lot will be determined by the applicant during a later phase.
35.3(d)(2) - Commercial Parking Structure	Use as a Commercial Parking lot will be determined by the applicant during a later phase.		

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| | <p>(1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations; <i>The application is consistent</i></p> <p>(2) Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/or service facilities available within the existing area. More specifically:</p> <ul style="list-style-type: none"> a. Whether the overall appearance and function of the area will be significantly affected. Consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area; <i>The application is consistent with other uses in the area.</i> b. Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources; <i>The applicant will preserve any such resources should any exist.</i> c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features; <i>The proposed development is compatible with adjacent development</i> d. Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues. <i>The application will not have adverse impacts on the livability of surrounding properties.</i> <p>(3) Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety; <i>The</i></p> |
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application will not have an adverse impact on the transportation systems.

(4) Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely; *The application provides for adequate parking and loading facilities*

(5) Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made; *The application will generally not affect the health safety and welfare of the community.*

(6) Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation; *The applicant has demonstrated the ability to complete the project in a timely manner.*

(7) Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach. *The proposed use complies with all other provisions of this code.*

In addition, criteria for review of conditional uses within the Community Redevelopment District shall meet the following:

The following criteria are to be used to evaluate the extent that the proposed project can demonstrate that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

- Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunication services

The City currently contracts with the City of St. Petersburg to provide its wastewater treatment. The adopted level of service is 149.50 gallons per day per capita (GPCD). Although strides are being made to improve the City's systems, the capacity for treatment remains available at the St. Petersburg facility. The City of St. Pete Beach is over capacity for conveyance of wastewater and is not able to accommodate any additional impacts on the system until improvements are made to the system.

- Transportation infrastructure, including ingress and egress from public right-of-way, traffic control devices and signalization, internal

vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.

The proposed application was reviewed by a transportation engineer on behalf of the city during the technical review process and recommendations have been made accordingly to mitigate for any adverse impacts the project may pose.

- Hydrological features and stormwater management infrastructure

The Applicant is proposing to include components within the project for consistency with the Comprehensive Plan criteria.

- Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay view and vistas.

The applicant has provided shadow studies and illustrative renderings of the proposed structures that serve to enhance the aesthetic of the St. Pete Beach community.

- Site landscaping, open space provision and impervious surface limitations.

The proposed project meets or exceeds the criteria expressed in the City guiding documents.

- Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance.

The proposed project meets or exceeds the criteria expressed in the City guiding documents.

- Fire suppression and facility security.

The proposed project meets or exceeds the criteria expressed in the City guiding documents. The applicant also has full time private security personnel on site.

- Emergency management and hurricane evacuation provisions.

The proposed project meets or exceeds the criteria expressed in the City guiding documents. In addition, the applicant has provided as a component of the application an emergency preparedness process manual.

- For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered.
- The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views.

The applicant has provided shadow studies and illustrative renderings of the proposed structures that serve to enhance the aesthetic of the St. Pete Beach community.

- The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and /or any accessory use or structure maintains an open view of the waterfront from neighboring properties.

The proposed project is not proposing any residential development. The project is proposing additional pedestrian access and viewsheds westward to the Gulf of Mexico as a component of the unified development plan.

The Technical Review Committee reviewed the application on March 1st, 2017 and received revised drawings in response to comments on March 7th, 2017 and has the following departmental comments:

- Recreation: None.
- Building: None.
- Fire: None.
- Public Services: See conditions below.
- Code Enforcement: None.
- Planning & Zoning: See conditions below.

STAFF RECOMMENDATION:

Upon review of the City's guiding documents, Staff recommends approval with the following conditions:

1. Approval of this Application constitutes approval of a Conditional Use for a Temporary Lodging Use in the Large Resort Zoning District with a height of over 50 feet and with a density greater than 30 units per acre for the Sugar Sands at Tradewinds Island Grand Beach Resort to be located at 5750 Gulf Boulevard. This Conditional Use specifically approves the Sugar Sands development with 217 Temporary Lodging Units and an 811 – space parking garage as shown on the Preliminary Site Plan, Architectural Plans and Landscape Plan as submitted by the Applicant to the City on February 17, 2017 and was reviewed by the Technical Review Committee (TRC) on March 1, 2017 and resubmitted in response to comments on March 7, 2017, and attached to this staff report as Exhibit A.
2. The unified site as shown on Sheet C6 of the Preliminary Site Plan is recognized as the conceptual master plan for the Tradewinds Island Grand Beach Resort, and this unified site demonstrates the Tradewinds' compliance with the City's requirements for density, parking, setbacks and other site development regulations. Approval of this Conditional Use

approves the construction of the Sugar Sands phase only and future phases of construction shall be required to meet the City's *Land Development Code* in effect at the time.

3. The Applicant shall dedicate to the City an unimproved public access easement landward of the mean high water line as required by Policy 5 of the Large Resort Character District of the Community Redevelopment District, *Future Land Use Element* of the *Comprehensive Plan*. This unimproved public access easement shall be a minimum of 10 feet in width and shall extend the full length of the unified site as identified on Sheet C6 of the Preliminary Site Plan. This unimproved public access easement shall be dedicated to the City prior to the issuance of the building permit for the Sugar Sands. The form and contents of the public access easement shall be acceptable to the City Attorney
4. The Applicant shall expand the existing sidewalk from its existing 5 feet in width to 10 feet in width along Gulf Boulevard as measured from the back of the existing curb for the full length of the unified site as identified on Sheet C6 of the Preliminary Site Plan. The construction of the expanded sidewalk which is adjacent to each phase of construction shall be completed prior to the issuance of the Certificate of Occupancy for that adjacent phase of construction on the unified site and in all cases the entire unified sidewalk shall be constructed within 5 years of the issuance of the Certificate of Occupancy for CU #2017-0005, "the Sugar Sands". However, this condition shall only become effective upon the City entering into an agreement with the Florida Department of Transportation (FDOT) that allows the City to maintain this expanded sidewalk. Should the City and the FDOT not enter into an agreement regarding the maintenance of the expanded sidewalk, this condition shall be null and void and the Applicant shall have no obligation to construct the expanded sidewalk.
5. The Applicant shall dedicate to the City a pedestrian access easement along the unified site's frontage of Gulf Boulevard. This pedestrian access easement shall be of a sufficient width such that the existing right-of-way and this new easement together total 10 feet in width as measured from the back of curb and shall extend the full length of the unified site as identified on Sheet C6 of the Preliminary Site Plan. This pedestrian access easement shall be dedicated to the City prior to the issuance of the Certificate of Occupancy for the Sugar Sands. However, this condition shall only become effective upon the City entering into an agreement with the Florida Department of Transportation (FDOT) that allows the City to maintain this expanded sidewalk. Should the City and the FDOT not enter into an agreement regarding the maintenance of the expanded sidewalk, this condition shall be null and void and the Applicant shall have no obligation to dedicate this easement. The form and contents of the pedestrian access easement shall be acceptable to the City Attorney.
6. The Applicant shall dedicate to the City a public access easement from

Gulf Boulevard to the beach along the southern boundary of the unified site in the general location shown on Sheet C6 of the Preliminary Site Plan. The public beach access easement shall be a minimum of 10 feet in width and shall extend from the eastern property line west to the Coastal Construction Control Line. This public beach access shall be dedicated to the City no later than 12 months after issuance of a Certificate of Occupancy for CU #2017-0005, “the Sugar Sands”. The form and contents of the public beach access easement shall be acceptable to the City Attorney.

7. The Sugar Sands shall comply with the landscape requirements of the *Land Development Code*, Divisions 22 and 39, except where existing buildings create a conflict with the placement of vegetation, in which case the standards may be amended upon the TRC review and approval.
8. The Sugar Sands shall comply with and incorporate the following Design standards contained in the *Land Development Code*, Sections 39.3 (b), 39.3 (d), 39.3 (e), 39.10 (b) (1), 39.10 (b) (3), 39.7 (c), and 39.7 (e).
9. The Applicant shall construct a dune on the beach in front of the Coral Reef and a dune in front of the Breckenridge to complete the dune system of the unified site as identified on Sheet C6 of the Preliminary Site Plan. The design and construction of the dunes shall be in accordance with the Florida Department of Environmental Protections’ standards for dune construction and planting, including the document entitled “Recommendations for St. Pete Beach Dune Enhancement at PI R-148.” The construction of the dunes shall be completed prior to the Certificate of Occupancy for CU #2017-0005, “the Sugar Sands”.
10. The Sugar Sands shall submit the sign package for the proposed project at the time of site plan review. The package shall comply with the City’s *Land Development Code* requirements.
11. The Sugar Sands is approved as a Temporary Lodging Use and shall be built, function, operated and occupied exclusively as a Temporary Lodging Use; and the project shall comply fully with the requirements of the *Land Development Code* Section 39.6 with regard to operational and occupancy restrictions.
12. The Conditional Use approval is for 217 transient lodging hotel units, should the applicant choose to transition to transient lodging time share units the total number of transient lodging units that have been encumbered will be reduced to accurately reflect project density.
13. The stormwater management plan must, at a minimum, shall meet criteria as outlined in Goal 2 of the Infrastructure Element the City of St. Pete Beach adopted Comprehensive Plan, which outlines that a 25-year frequency and a 24-hour storm event must be accommodated.

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| | <p>14. This application for a Conditional Use Permit (the “CUP”) is contingent upon the applicant funding certain design, engineering and construction of the City’s sanitary sewer system generally located from 59th Avenue north to pump station one (1), more fully described in the proposed Development Agreement between the applicant and the City, which will provide the necessary capacity in the sewer service to the proposed CUP project known as “Sugar Sands.” The approval of this application for the CUP is contingent upon satisfactory compliance with the terms of the Development Agreement.</p> |
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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2017, by and between the **CITY OF ST. PETE BEACH, FLORIDA**, a Florida municipal corporation, whose mailing address is 155 Corey Avenue, St. Pete Beach, Florida, 33706 (the "City"), and **RIA CORAL REEF, INC.**, a Florida for-profit corporation, whose mailing address is 5600 Gulf Blvd., St. Pete Beach, Florida, 33706, (the "Owner"). The City and Owner shall be collectively the "Parties."

RECITALS

WHEREAS, the City is authorized by the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes (the "Act"), and the City's Land Development Code (the "LDC"), Sections 45.1 - 45.12, to enter into a development agreement with any person having a legal or equitable interest in real property located within its jurisdiction; and

WHEREAS, the intent of the Act and LDC is to encourage comprehensive planning by developers by affording greater predictability and reducing risks in order to lessen the costs of providing major infrastructure and public benefits; and

WHEREAS, it also is the intent of the Act and LDC to encourage a strong commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development concurrent with the impacts of development, encourage the efficient use of resources, and reduce the economic cost of development; and

WHEREAS, the Property is designated Large Resort Character District of the Gulf Boulevard Redevelopment District on the City's Comprehensive Plan Future Land Use Map and zoned Large Resort District ("LR") on the City's official zoning atlas; and

WHEREAS, the Owner desires to construct as Phase I of Owner's development plan, a project consisting of no more than a 217-room hotel, no more than a 811-space multi-story parking structure, a timeshare sales center, a spa and fitness center, a marketing office, a beach bar, a reception area, and other ancillary amenities (the "Hotel Project") on the Owner's property at 5750 Gulf Boulevard, St. Pete Beach, Florida, and more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Owner is concurrently seeking approval of its Hotel Project in accordance with the requirements and procedure for a Conditional Use Permit (the "CUP") found in Division 4 of the City's LDC and all other applicable provisions in the City's LDC, Code of Ordinances and Comprehensive Plan; and

WHEREAS, Owner's CUP application is being reviewed concurrently with this Agreement and the final executed CUP shall be a condition of, attached and incorporated into this Agreement as Exhibit "B"; and

WHEREAS, the City finds the CUP, the terms of this Agreement and future development orders consistent with this Agreement, are consistent with the City's Comprehensive Plan and the LDC, as required by F.S. §163.3231; and

WHEREAS, the City is required to ensure that the appropriate level of service for sanitary sewer is in place at the time new development and redevelopment impacts said infrastructure; and

WHEREAS, after determining that its Sanitary Sewer collection system is operating in a surcharged condition without capacity for additional flows and that the City's engineering consultant has recommended the completion of improvements that include but are not limited to a new force main between pump station number one (1) and pump station number two (2), including a new lift station and cross over connection under Gulf Boulevard and other related infrastructure improvements; and

WHEREAS, the City acknowledges that completion of certain sanitary sewer improvements generally located from 59th Avenue north to pump station one (1), as recommended by Kimley Horn will provide sufficient collection capacity level of service for the Hotel Project, and will assist in restoring sewer collection capacity throughout the City when all infrastructure improvements, as recommended by Kimley Horn, are also completed, which may be modified during the design phase; and

WHEREAS, the Owner, as part of its CUP approval process for the Hotel Project and through this Agreement, desires to fund the certain design, engineering and construction, to meet the recommendations of the Kimley Horn report of sewer improvements generally located from 59th Avenue north to pump station one (1) so that Owner's Hotel Project can be approved and connected, but with certain repayment provisions more specifically described in this Agreement. These sewer improvements, as recommended by Kimley Horn, shall be funded by Owner and shall be referred to herein as the "North Project Sewer Improvements", and more fully described in Exhibit "C", which is attached and incorporated to this Agreement.

NOW THEREFORE, for and in consideration of mutual benefits contained herein, and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. RECITALS AND EXHIBITS.

The foregoing recitals are true and correct, and are incorporated herein by reference. All exhibits listed below and attached to this Agreement are incorporated by reference and deemed to be a part hereof.

- Exhibit "A" Legal Description Property
- Exhibit "B" Approved Conditional Use Permit
- Exhibit "C" North Project Sewer Improvements
- Exhibit "D" Unified Site Description
- Exhibit "E" Ownership Disclosure
- Exhibit "F" Permitted Uses
- Exhibit "G" Concurrency Determination Letter
- Exhibit "H" Example of Calculation of Total Cost of Project and
Reimbursement Payments Made by City Without Interest
- Exhibit "I" Current Sewer Connection Fee Schedule
- Exhibit "J" Concept Plan for Easements on Owner's Property
- Exhibit "K" Florida Public Records Law

SECTION 2. THE PROPERTY AND DISCLOSURE OF OWNERSHIP.

2.1 The Property consists of 5.344 gross acres at 5750 Gulf Boulevard, St. Pete Beach, Florida. Owner represents and warrants that it is the owner in fee simple of certain real property located at 5750 Gulf Boulevard, St. Pete Beach, Florida, consisting of approximately 5.344 acres, which is part of an overall unified development site consisting of 29.98 gross acres, more particularly described in Exhibit "D."

2.2 The Owner is a Florida for profit corporation, which is owned by Fortune Hotels, Inc. Pursuant to City Code, a disclosure of Owner's complete ownership structure is attached and incorporated into this Agreement as Exhibit "E".

SECTION 3. RELATIONSHIP OF PARTIES SUBJECT TO THIS DEVELOPMENT AGREEMENT.

3.1 The Owner and the City are unrelated, and the relationship with the City with respect to the subject-matter of this Agreement is contractual and is set forth completely in this Agreement.

SECTION 4. DURATION OF AGREEMENT AND CONDITIONS PRECEDENT.

4.1 This Agreement shall become effective after City Commission approval of the Agreement and CUP, both documents have been fully executed by the authorized Parties, the associated Site Plan for the Hotel Project CUP is approved, and the Agreement has been recorded in the public records of Pinellas County, Florida by the City Clerk (the "Effective Date"). The Parties agree that this Agreement may be terminated by either party if the Effective Date is delayed more than six (6) months from the date of approval of this Agreement because the Hotel Project Site Plan has not been approved.

4.2 The duration of this Agreement shall be for a period of thirty (30) years from the Effective Date, unless earlier terminated or extended by mutual consent of the Parties.

4.3 This Agreement shall not be valid unless the Owner and City Commission shall mutually agree to all conditions requested by the City Commission at the public hearing(s) when the Hotel Project CUP and this Agreement are under consideration for approval by the City Commission ("Approval Date"). The CUP and Agreement shall not be approved unless the Owner and City Commission shall mutually agree to all conditions thereto.

4.4 This Agreement and CUP shall not be valid unless the Site Plan relating to the Hotel Project CUP is approved, with acceptable conditions to Owner, in its sole and absolute discretion, without third party appeal or legal challenge thereto.

4.5 The City agrees to process the Hotel Project Site Plan in a timely manner.

4.6 In the event a third-party appeal or legal challenge is brought forward against the approval of this Agreement, the CUP, or Site Plan, if such action or challenge is not disposed of by settlement or by the non-appealable order of a court of competent jurisdiction within six (6) months from the Effective Date, each party shall have the unilateral right at its sole discretion, but not the obligation, to terminate this Agreement, and have no liability hereunder.

4.7 Notwithstanding anything to the contrary contained herein, the Parties acknowledge and agree that the willingness of Owner to construct the North Project Sewer Improvements is

predicated solely upon its desire to build the Hotel Project. To that end, Owner shall have six (6) months from the date of Approval of this Agreement by the City Commission in which to determine the viability of the Hotel Project, in Owner's sole and absolute discretion, which date shall be extended by the time it takes to resolve any existing or future appeal that would impact the schedule for the project. If Owner notifies City that it does not intend to proceed with the Hotel Project, this Agreement shall terminate, and neither party shall have liability hereunder.

SECTION 5. DEVELOPMENT USES ON THE LAND.

5.1 Permitted Uses. Nothing herein shall limit future development on the unified site consistent with the City's Comprehensive Plan, LDC's, and Code of Ordinances as per the Permitted Uses shown on Exhibit "F" attached hereto, or those in effect at the time of future applications. No new permanent population density will be created by the Hotel Project. The building intensity is proposed for a Floor Area Ratio of 1.09. The proposed building height is 116 feet.

5.2 Hotel Project. The Owner's Hotel Project on the Property is intended to consist of no more than a 217-room hotel, no more than 811-space multi-story parking structure, a timeshare sales center, a spa and fitness center, a marketing office, a beach bar, a reception area, and other ancillary amenities. The Hotel Project is more fully illustrated and described in the attached CUP, which as approved, shall be vested to the fullest extent provided by state and local law.

5.3 Applicable Rules, Regulations, and Policies. The ordinances, rules, regulations and policies in existence on the Effective Date shall govern the development of the Hotel Property for the duration of this Agreement. In the event this Agreement is terminated, all existing ordinances, rules, codes, regulations and policies in place at the termination of this Agreement and as thereafter amended shall become applicable to the Property regardless of the terms of this Agreement.

5.4 Changes to Ordinance and Policies. The Hotel Project may be subject to ordinances and policies adopted by the City after the Effective Date so long as the City holds a public hearing and determines that either:

- a. Such new ordinances and policies are not in conflict with the laws and policies governing this Agreement and do not prevent development of the land uses, intensities, or densities applicable to Property as allowed under this Agreement; and
- b. Such new ordinances and policies are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement; and
- c. Such new ordinances and policies are specifically anticipated and provided for in this Agreement; and
- d. Substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or
- e. This Agreement is based on substantially inaccurate information provided by the Owner.

5.5 State and Federal Laws. This Agreement shall not preclude the applicability of changes in rules, regulations, laws, or policies enacted by state or federal agencies after the execution of this Agreement. In the event of the subsequent enactment of any law which, in any party's reasonable

judgment, would preclude its compliance with the terms of this Agreement, the affected party shall so notify the other party in writing, and the Parties shall use their reasonable efforts to modify this Agreement in order to afford each party with the reasonable opportunity to perform its obligations hereunder to the maximum extent permitted by any such subsequent law. In the event that such modification shall deprive any party of any material benefit intended to have been afforded it by this Agreement, the party so deprived may cause this Agreement to be terminated.

SECTION 6. DESCRIPTION OF ALL DEVELOPMENT PERMITS APPROVED OR NEEDED TO BE APPROVED.

6.1 Owner is requesting a CUP from the City Commission to allow the Hotel Project to be built on the Property. The development permits for the Hotel Project which must be approved and issued may or may not include, but are not limited to, the items listed below.

- a. Conditional Use Permit.
- b. Site Plan approval(s) and associated utility licenses and right-of-way utilization permits.
- c. Concurrency determination from the City in the format set forth in Exhibit "H" which reflects the timing of necessary concurrency requirements.
- d. Development/Building/Utility Permits.
- e. Construction Plan approval(s).
- f. Certificate(s) of occupancy.
- g. Southwest Florida Water Management Permit.
- h. Florida Department of Environmental Protection Permit.
- i. Pinellas County Water Permit.
- j. Florida Department of Transportation.
- k. All other approvals or permits as required by existing regulations.

6.2 The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

SECTION 7. ADDITIONAL CONDITIONS, TERMS, RESTRICTIONS, OR OTHER REQUIREMENTS NECESSARY FOR THE PUBLIC HEALTH, SAFETY, OR WELFARE OF THE CITY.

7.1 As permitted by Sec. 4.1 of the City's LDC, this Agreement is a required condition of Owner's Hotel Project CUP. The Parties agree that Owner's approved CUP, including all of its conditions, terms, restrictions and requirements are incorporated herein as Exhibit "B". The Owner agrees to the conditions listed in this Agreement and any additional conditions listed below in this Section.

SECTION 8. DESCRIPTION OF PUBLIC FACILITIES TO SERVE HOTEL PROJECT AND WHO WILL PROVIDE THEM.

8.1 Public facilities. State laws and local regulations require that public facilities capable to serve a development be in place concurrent with the impact of the development to those public facilities. All public facilities to serve the Hotel Project shall be concurrent with the impacts of the Hotel Project on said public facilities. The following public facilities are required to serve the Hotel Project:

- a. Fire protection from the City; and
- b. Police protection from the County; and
- c. Potable water from the Pinellas County; and
- d. Sanitation and garbage services from Pinellas County and/or Progressive Waste Services; and
- e. Road and Street services from Pinellas County, Florida Department of Transportation and City of St. Pete Beach; and
- f. Stormwater management from the City and Owner; and
- g. Reclaimed water services from Pinellas County; and
- h. Sewer service transmission from the City, and sewer treatment from the City of St. Petersburg, upon completion of the North Project Sewer Improvements, more fully described in this Agreement.
- i. All other public facilities as required by existing regulations. The failure of this Agreement to address a particular public facility shall not relieve the Owner of the necessity of complying with the law governing said facilities.

8.2 Remedies/Enforcement. In the event the Owner fails to comply with the requirements of this Section, after observance of the provisions of Section 15 hereof, the City shall have all legal and equitable remedies available to the City to enforce the terms of this Agreement.

SECTION 9. NORTH PROJECT SEWER IMPROVEMENTS.

9.1 General. The Owner shall design, fund, and construct the North Project Sewer Improvements as approved by the City and as generally described on Exhibit "C" provided that the North Project Sewer Improvements have received construction plan approval, which shall not be unreasonably withheld. The North Project Sewer Improvements must be completed, inspected, and accepted by the City for maintenance by City, which shall not be unreasonably withheld prior to the issuance of any certificate of occupancy for the Hotel Project.

9.2 Provided that the North Project Sewer Improvements are certified by the engineer of record and accepted by the City upon their completion, which shall not be unreasonably withheld, the City shall accept the public dedication of same and place in service. The City agrees to promptly process all submittals by Owner in connection herewith. The Owner agrees to coordinate design and construction with the City of the proposed North Project Sewer Improvements and grants to City permission to inspect all operations, as long as the City does not create delays or add costs over and above the Guaranteed Maximum Price contract amount.

9.3 Specific Process for construction of the North Project Sewer Improvements. The Parties agree to the following process for the construction of the North Project Sewer Improvements:

- a. Owner shall, within nine (9) months of the Effective Date, cause a licensed professional engineer chosen by Owner, and acceptable to the City, which shall not be unreasonably withheld, to create the construction drawings meeting City design requirements and acceptable to the City for the North Project Sewer Improvements. The City Engineer shall have the right to review the construction drawings as they are thirty percent (30%), sixty percent (60%), ninety percent (90%), and one hundred percent (100%) completed. The City agrees to perform this review and provide any requests for reasonable changes within ten (10) days of receipt of same.

- b. Following the approval of the construction drawings by the City, Owner shall cause the North Project Sewer Improvements to be promptly constructed. Accordingly, Owner shall solicit the best prices for the services to be performed but shall not be required to accept the lowest price. City shall have the right to reasonably disapprove the contractor if the price proposed by Owner is believed by the City to be above the price for similar sanitary sewer work as reflected by other quotes or data provided by the City for such similar projects.
- c. Guaranteed Maximum Price. The Guaranteed Maximum Price (the "GMP") is the price negotiated between the Owner and the selected contractor to construct the North Project Sewer Improvements. In the event the GMP, excluding interest, exceeds six (\$6) million dollars, the Owner or the City, may at its option, terminate this Agreement. This termination provision shall automatically expire sixty (60) days from the date when the GMP is determined. Further, in the event that the cost of the North Project Sewer Improvements exceeds the GMP, for unforeseen reasons, the City shall reasonably approve any and all such additional cost and expense, with such cost being added to original GMP and Total Cost of Project, and subject to reimbursement provisions discussed in Subsection 9.4 below. For purposes of this section, "Unforeseen Costs" are necessary costs to complete the North Project Sewer Improvements. The Parties agree to equally share in the payment of all Unforeseen Costs, e.g., Owner pays fifty (50%) percent and City pays fifty (50%) percent. Owner's 50% is added to the Total Cost of Project. All other costs are optional and shall be paid for by City.
- d. The Parties agree that subject to force majeure, construction of North Project Sewer Improvements must be continuous and not stopped once construction is initiated. The Owner shall provide the City with an irrevocable letter of credit or bond in form and substance acceptable to the City for the North Project Sewer Improvements and the cost of same, if any, shall be added to the cost of the North Project Sewer Improvements. This letter or bond shall be assignable to the City in the event that the Owner stops construction for a period of sixty (60) days or fails to diligently pursue performance as provided in this Agreement. Further, the City shall have full authority to use the irrevocable letter of credit or bond to take control of and complete the North Project Sewer Improvements. However, in such event there shall be no change to the City reimbursement of costs of North Project Sewer Improvements set forth herein for costs incurred by Owner including the amount drawn under the letter of credit or bond and such reimbursement obligation shall survive.
- e. Subject to the force majeure provisions set forth herein, including litigation delay, the North Project Sewer Improvements shall be completed within eighteen (18) months from the date of construction plan approval.

9.4 City Reimbursement of Cost of North Project Sewer Improvements. While Owner is designing, funding and constructing the North Project Sewer Improvements to expedite their installation, it is the understanding of the Parties that Owner shall be reimbursed for project costs

including design, engineering, permitting, construction, inspections and restoration, and as outlined in this Agreement, by the City.

9.4.1 Owner's Connections and Credits. The Project cost to be reimbursed by the City shall be reduced by One Hundred (100%) percent of sewer connection fees assessed against the Hotel Project during the term of this Agreement, with such Project cost being the sole responsibility of the Owner, and all future sewer connection fees for all new development projects on the site shown on Exhibit "A," as well as all new development projects located on the overall Unified Development Site (shown on Exhibit "D") and on property acquired by Owner or its affiliates adjacent to the Unified Development Site, which projects have sewer connection fees payable during the term of this Agreement, which credit shall be used to reduce the amount that the City owes Owner hereunder. In addition, the City agrees to provide \$650,000 from related permitting fees (excluding plan review fees) (collectively the "Allowed Fees") in connection with the Hotel Project toward the Project cost. The \$650,000 shall be deducted from the Total Cost of Project as previously described and deducted from amount to be reimbursed to the Owner as payments are made to Owner as further described below. Within thirty (30) days of submittal of the Project Engineer's certification of paid request, Allowed Fees will be paid by the City to Owner on a pro-rata basis related to the percentage of completion and periodic construction payments due to the Contractor related to the project.

9.4.2 Other Sewer Connections and Fees. It is anticipated that additional property owners benefitting from the North Project Sewer Improvements will be connecting into the North Project Sewer Improvements. As sewer connection fees are received from those property owners, the City covenants to pay sixty-five (65%) percent of such sums as received to Owner which amount shall reduce the balance owed by the City to Owner from the North Project Sewer Improvements. The percentage referenced in this Section may automatically adjust, as more fully described in Section 9.4.3 below.

9.4.3 Other Sewer Connections and Fees. The City and Owner acknowledge that the sewer connection fee schedule is adopted by the City Commission, which may change from time to time. The current sewer connection fee schedule is attached and adopted herein as Exhibit "I". The Parties agree that if connection fees are reduced in the future, the percentage in Section 9.4.2 above shall automatically adjust to maintain the dollar amount as paid to owner as reflected in the current fee schedule.

9.4.4 Year Seven (7). Notwithstanding any provision of this Agreement to the contrary, the City agrees that by the seventh (7th) anniversary of the acceptance of the improvements, it shall have made from new connections or will then make payments sufficient to Owner to reduce the outstanding principal balance owed to Owner to no more than sixty-five (65%) percent of the original or amended Total Cost of Project.

9.4.5 Year Twelve (12). City further agrees that by the twelfth (12th) anniversary of the acceptance of the improvements, it shall have made from new connections or will then make payments sufficient to Owner to reduce the outstanding principal balance owed to Owner to no more than twenty-five (25%) percent of the original or amended Total Cost of Project.

9.4.6 Interest Rate. Interest accrued at one and one-half (1.5%) percent per annum assuming twenty (20) equal annual payments shall be added to the Total Cost of Project and included in the Total Cost of The Project as illustrated on Exhibit "H" and be reimbursed to Owner; however, should City be required by the terms of this Agreement to make payment to Owner at

the end of Year seven (7) or Year twelve (12) due to the amount paid for new sewer connections not being sufficient to reduce the balance owed by City to Owner to sixty-five (65%) percent of the original outstanding balance by Year seven (7) and twenty-five (25%) by Year twelve (12), then Owner agrees to reduce the Total Cost of Project by the total of all interest included in the Total Cost Of The Project. Interest waived in Year seven (7) or Year twelve (12) may be reimbursed from new sewer connection fees collected thereafter, until the full balance including interest due to Owner is paid in full. This provision shall survive the term of the Agreement.

SECTION 10. RESERVATIONS OR DEDICATIONS OF LAND FOR PUBLIC PURPOSES.

10.1 While it is understood by the Parties that Owner's contractors shall have access to alter City property for the North Project Sewer Improvements, the Parties agree that no City real property shall be conveyed or otherwise transferred to Owner, unless authorized by the City Commission.

10.2 Further, upon completion of the Sewer Improvement construction, Owner and its contractors, shall dedicate to the City real property as reflected in the approved plans referenced in Section 11.4 below.

SECTION 11. OBLIGATIONS OF THE OWNER.

11.1 The obligations of this Agreement shall be binding on the Owner and its successors and assigns, subject to the conditions and limitations set forth herein.

11.2 Conditional Use Permit. The Owner has conducted the community meeting required by City's comprehensive plan and has submitted a separate request for a CUP to the City under Case number 20170005, dated February 17, 2017, for the development of the Hotel Project. The Owner shall develop the Hotel Project in accordance with the CUP, as approved, and the Code.

11.3 Off-Site Public Infrastructure. The Owner shall design, finance, and construct, consistent with the terms and conditions contained herein, the North Project Sewer Improvements, the scope of which is more specifically described in Exhibit "C" attached hereto, prior to the issuance of any certificate of occupancy for the Hotel Project.

11.4 Easements. The Owner will provide, at no cost to the City or Owner, adequate easements for the placement of infrastructure associated with the North Project Sewer Improvements, including but not limited to sewer lines, two (2) lift stations (one directly associated with the North Project Sewer Improvements described in this Agreement and one additional future improvement to be done by City), and other associated infrastructure, in the area generally depicted on the concept plan shown on Exhibit "J" with exact location to be mutually agreed to by the Parties. This section only applies to Owner's property. The City will incur the cost of the surveying, drafting and recording of legal documents associated with the easement(s).

SECTION 12. OBLIGATIONS OF THE CITY.

12.1 The City will promptly process the CUP application and a Site Plan application in accordance with the procedures set forth in the Code.

12.2 Sewer Treatment Facility. The City's sewage is treated by the City of St. Petersburg in accordance with the Interlocal Agreement between the City and the City of St. Petersburg dated February 19, 1985, as amended June 4, 2009. The North Project Sewer Improvements will be part of the conveyance system for City sewage to the treatment facility in St. Petersburg. It is understood by the Parties that a letter must be obtained from the City of St. Petersburg providing assurance that treatment capacity is available, which letter must be acceptable to both the Owner and the City.

12.3 The Parties anticipate that the construction of the Hotel Project and the North Project Sewer Improvements may require the approval of other governmental agencies. The City covenants and agrees that it will promptly execute and properly deliver all such applications and requests submitted to it by Owner, and utilize its best efforts in cooperation with Owner to help obtain approvals.

12.4 The City shall perform all its obligations set forth, in this Agreement without unreasonable delay.

SECTION 13. REPRESENTATIONS AND WARRANTIES OF CITY.

13.1 Valid and Binding Agreement. The City hereby represents and warrants that it has full right and authority to enter into this Agreement, which shall be legally binding upon the City.

13.2 The City represents and warrants that, notwithstanding any provision of the Code to the contrary, that this Agreement may only be amended by mutual consent, set forth in Florida Statutes §163.3220.

13.3 Concurrency. The Parties agree that pursuant to Division 29 of the City's LDC, a "certificate of concurrency" shall be required prior to the issuance of any development permit, and the City shall not issue any development order or building permit for any project that results in a reduction of the level of service requirements established and adopted in the City's comprehensive plan. Because the Hotel Project and associated Site Plan will require more than one development permit, the issuance of a certificate of concurrency shall occur prior to the issuance of the initial CUP and Site Plan. The City acknowledges that the North Project Sewer Improvements are intended to facilitate Owner's ability to meet sanitary sewer concurrency, and as such, the Parties agree that the certificate of concurrency issued by the City is conditioned upon Owner completing the North Project Sewer Improvements before Owner connects to the City's sanitary sewer system.

13.4 These representations and warranties shall survive termination of this Agreement.

SECTION 14. AMENDMENT OF AGREEMENT AND DEVELOPMENT ORDER.

14.1 This Agreement may be amended from time to time by mutual consent of the Parties or their successors in interest, in accordance with F.S. 163.3237 and the LDC, Section 45.7(c)(2).

SECTION 15. DEFAULT, REMEDIES AND ANNUAL REVIEW.

15.1 Default Provisions. Neither party shall be in default of this Agreement unless it has failed to perform any of its obligations under this Agreement for a period of thirty (30) days after its receipt of written notice from the other party specifying the nature of the alleged default and

proposing a manner in which the default can be satisfactorily cured, which shall not be intended to limit the manner in which the defaulting party cures the default. If the nature of the alleged default is such that it cannot reasonably be cured within said thirty (30)-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. Upon default by a party under this Agreement, the party not in default shall have all rights and remedies provided by law, including but not limited to the right to terminate this Agreement, the right to seek specific performance of the obligations of the defaulting party under this Agreement, and the right to file for injunctive relief in a court of competent jurisdiction to enforce the terms of the Agreement or to challenge compliance of the Agreement with the provisions of F.S. 163.3220 - 163.3243.

15.2 Attorneys' Fees. In the event of legal action or other proceeding arising under this Agreement, the Parties agree to pay the cost of their own attorney's fees and costs incurred in the prosecution or defense of such action or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. This provision shall survive any termination of this Agreement.

15.3 Annual Review. Each year during the term of this Agreement, beginning one (1) year after the Effective Date, the Owner shall submit a report to the City specifying performance and compliance with this Agreement.

SECTION 16. GENERAL PROVISIONS.

16.1 Covenants Running with the Land. The provisions of this Agreement shall constitute covenants which shall run with the land comprising the subject Property; the burdens and benefits hereof shall bind and inure to the benefit of the Parties and their personal representatives, heirs, successors, grantees and assigns. A copy of this Agreement shall be recorded among the public records of Pinellas County, Florida, upon execution of this Agreement by the Parties.

16.2 Time is of the Essence. The Parties agree that time is of the essence for this Agreement.

16.3 Construction. This Agreement is a result of mutual drafting and development and there shall be no presumption or rule that ambiguities shall be construed against either party.

16.4 Notices. Any notice or request required or authorized to be given by the terms of this Agreement or under any applicable law by either party shall be in writing, hand delivered, or sent by Certified or Registered mail, postage prepaid, return receipt requested. Such notice shall be addressed as follows:

If to the City:
City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

If to the Owner:
RIA Coral Reef, Inc.
ATTN: Tim Bogott
5600 Gulf Blvd.
St. Pete Beach, FL 33706

With a copy to:
City Attorney
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

E. D. Armstrong III
Hill Ward Henderson
600 Cleveland Street, Suite 800
Clearwater, FL 33755

16.5 Severability. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, then, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the Parties, the remaining provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force.

16.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument. The Parties agree to do, execute, acknowledge or deliver, or cause the same to be done, all such further acts and assurances as shall be reasonably requested by another party in order to carry out this Agreement and give effect thereto.

16.7 Completion of Agreement. Upon the completion of performance of this Agreement or its revocation or termination, the Owner or its successor in interest shall record a statement in the official records of Pinellas County, Florida, signed by the Parties, evidencing such completion, revocation or termination, and shall forthwith deliver a copy of such statement to the City Manager or his designee.

16.8 Recording this Agreement. This Agreement shall be recorded, by the City, at the Owner's sole cost, in the official records of Pinellas County, Florida, in accordance with the requirements of the Act

16.9 Entire Agreement. This Agreement, including all Exhibits attached hereto, all of which are a part of this Agreement to the same extent as if such Exhibits were set forth in full in the body of this Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter hereof. This Agreement may only be modified or amended as set forth in this Agreement.

16.10 Florida Public Records Law. The Owner shall comply with Chapter 119, Florida Statutes, in regards to public records laws. Owner shall abide by the legal requirements referenced herein and in Exhibit K. **IF THE OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**

16.11 Headings and Section References. The titles, captions and section numbers in this Agreement are inserted for convenient reference only and do not define or limit the scope or intent and should not be used in the interpretation of any section, subsection or provision of this Agreement. Whenever the context requires or permits, the singular shall include the plural, and plural shall include the singular and any reference in this Agreement to the Seller includes the Seller's successors or assigns.

16.12 Remedies. Either party may, in addition to all other remedies provided by law, seek equitable remedies, including but not limited to specific performance, for the enforcement of this Agreement.

16.13 Venue and Applicable Law. This Agreement shall be construed by and controlled under the laws of the State of Florida. Venue for any for the purposes of any state suit, action or other proceeding arising out of, or relating to, this Agreement for any state action shall lie solely in the Sixth Judicial Circuit Court in and for Pinellas County, Florida, and for any federal suit, action or other proceeding shall lie solely in the United States District Court for the Middle District of Florida, Tampa Division.

16.14 Force Majeure. In the event that either party is unable to timely perform any of its obligation hereunder, through acts of God, acts of war, civil disobedience, or any other reason beyond their control, including legal action filed by third Parties to challenge, directly or indirectly, the Conditional Use, any site plan, or other development order, or any of the benefits in favor of Owner hereunder, the applicable time frames for performance of the Parties shall be extended by the amount of such time delay, calculated on a daily basis.

WHEREAS, the City has approved this Agreement by resolution adopted on the ____ day of _____, 2017; and

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

By executing this Agreement, the Owner represents and warrants that the undersigned has the lawful authority granted by said entity to execute this Agreement on behalf of the Owner, and has been granted the right to bind the Owner to the covenants and agreements herein above stated.

RIA Coral Reef, Inc., a Florida corporation

By: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _ day of _____, 2017, by _____, as _____, who acknowledged before me that he is authorized to execute this Agreement on behalf of and [_____] is personally known to me or [_____] has produced identification.

Type of identification produced: _____.

My commission expires:
(Notary Seal)

Notary Public Signature

Notary Public Print Name

CITY OF ST. PETE BEACH,
a Florida Municipal Corporation.

BY:

Wayne Saunders, City Manager

APPROVED AS TO FORM:

Andrew Dickman, City Attorney

ATTEST:

Rebecca C. Haynes, City Clerk

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by Wayne Saunders, as City Manager of the City of St. Pete Beach, Florida, a municipal corporation, and he acknowledged before me that he executed the instrument on behalf of the City. He is personally known to me.

My commission expires:
(Notary Seal)

Notary Public Signature

Notary Public Print Name

By executing this Agreement, the mortgagee below represents and warrants that the undersigned has the lawful authority granted by such entity to execute this Agreement on behalf of the mortgagee for the purposes described above and to confirm the mortgagee's consent to the Owner's execution and delivery of this Agreement, and the mortgagee's approval of this Agreement, prior to the closing of the transactions described in the Purchase Agreement.

Name of Mortgagee: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _day of _____, 2017,

by _____, as _____ of

_____, a _____ profit corporation, who acknowledged before me that he is authorized to execute this Agreement on behalf of _____ and [] is personally known to me or [] has produced identification.

Type of identification produced: _____

My commission expires: _____

(Notary Seal)

Notary Public Signature

Print Name

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION:

PER COMMITMENT FOR TITLE INSURANCE BY FIRST AMERICAN TITLE INSURANCE COMPANY, AGENT FILE NO: 36536-0015, COMMITMENT DATE: AUGUST 04, 2014 AT 8:00 AM, REVISED AUGUST 25, 2014.

CORAL REEF: (also known as "SUGAR SANDS")

PARCEL I (FEE SIMPLE):

A TRACT OF LAND LYING BETWEEN PARALLEL LINES 242 FEET APART AT RIGHT ANGLES EXTENDING FROM THE WESTERLY RIGHT OF WAY LINE OF FIFTH STREET (GULF BOULEVARD) TO THE MEAN HIGH WATER LINE OF GULF OF MEXICO, THE SOUTHEASTERN BOUNDARY OF WHICH BEING A LINE 18 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHEASTERLY BOUNDARY OF TEXAS AVENUE AND TEXAS AVENUE EXTENDED TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO, AS SAID AVENUE IS SHOWN UPON THE PLAT OF ST. PETERSBURG BEACH SUBDIVISION FIRST ADDITION AS RECORDED IN PLAT BOOK 20, PAGE 11, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; SAID LAND INCLUDING ALL OF TRACT "A" OF "VON COURT'S REPLAT", ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 21, PAGE 68, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND A PART OF GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 32 SOUTH, RANGE 15 EAST, AND A PART OF GOVERNMENT LOT 1, SECTION 6, TOWNSHIP 32 SOUTH, RANGE 16 EAST; LESS AND EXCEPT RIGHT OF WAY FOR GULF BOULEVARD.

AND

THE NORTHWESTERLY 15 FEET OF THE FOLLOWING: A TRACT OF LAND LYING BETWEEN PARALLEL LINES 18 FEET APART AT RIGHT ANGLES EXTENDING FROM THE WESTERLY RIGHT OF WAY BOUNDARY LINE OF FIFTH STREET (GULF BOULEVARD) TO THE MEAN HIGH WATER LINE OF GULF OF MEXICO, THE SOUTHEASTERN BOUNDARY OF WHICH BEING THE SOUTHEASTERLY BOUNDARY OF TEXAS AVENUE AND TEXAS AVENUE EXTENDED TO THE MEAN HIGH WATER LINE OF GULF OF MEXICO, AS SAID AVENUE IS SHOWN ON THE PLAT OF ST. PETERSBURG BEACH SUBDIVISION FIRST ADDITION, AS RECORDED IN PLAT BOOK 20, PAGE 11, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA SAID LANDS LYING IN SECTION 1, TOWNSHIP 32 SOUTH, RANGE 15 EAST AND IN SECTION 6, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; LESS AND EXCEPT RIGHT OF WAY FOR GULF BOULEVARD.

LESS

A PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 32 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE EASTERN MOST CORNER OF "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE II" AS RECORDED IN CONDOMINIUM PLAT BOOK 68, PAGES 17 THROUGH 27, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N 57°11'48" E FOR 70.00 FEET; THENCE S 69°41'32" E FOR 65.63 FEET; THENCE S 32°48'12" E FOR 22.06 FEET; THENCE S 57°11'48" W FOR 122.42 FEET; THENCE N 34°55'27" W FOR 10.21 FEET; THENCE S 55°04'33" W FOR 21.18 FEET; THENCE S 34°55'27" E FOR 10.21 FEET; THENCE S 48°57'18" W FOR 76.02 FEET; THENCE S 38°48'04" E FOR 19.78 FEET; THENCE S 44°16'39" W FOR 3.59 FEET; THENCE N 38°48'04" W FOR 17.00 FEET; THENCE S 57°11'48" W FOR 38.89 FEET; THENCE N 32°48'12" W FOR 83.12 FEET; THENCE S 57°11'48" W FOR 39.78 FEET; THENCE N 32°48'12" W FOR 58.80 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE I" AS RECORDED IN CONDOMINIUM PLAT BOOK 66, PAGES 27 THROUGH 39, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID SOUTHEASTERLY BOUNDARY, AND THE SOUTHEASTERLY BOUNDARY OF SAID "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE II" THE FOLLOWING THREE (3) COURSES: 1) N 57°13'15" E FOR 94.61 FEET; 2) THENCE N 88°36'37" E FOR 99.92 FEET; 3) THENCE N 57°11'48" E FOR 11.42 FEET TO THE POINT OF BEGINNING.

ALSO LESS: "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE I" AS RECORDED IN CONDOMINIUM PLAT BOOK 66, PAGES 27 THROUGH 39, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

ALSO LESS: "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE II" AS RECORDED IN CONDOMINIUM PLAT BOOK 68, PAGES 17 THROUGH 27, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL II(EASEMENT ESTATE):

EASEMENT RIGHTS GRANTED IN DECLARATION OF RECIPROCAL EASEMENTS, RESTRICTIONS AND COVENANTS BY AND BETWEEN REEF RESORT CONDOMINIUM ASSOCIATION, INC. AND 5800 GULF HOLDINGS LLC RECORDED JULY 22, 2014 IN OFFICIAL RECORDS BOOK 18469, PAGE 2578, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

TOGETHER WITH: (OR 8960, PG 1488)

A PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 32 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE EASTERN MOST CORNER OF "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE II" AS RECORDED IN CONDOMINIUM PLAT BOOK 68, PAGES 17 THROUGH 27, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N 57°11'48" E FOR 70.00 FEET; THENCE S 69°41'32" E FOR 65.63 FEET; THENCE S 32°48'12" E FOR 22.06 FEET; THENCE S 57°11'48" W FOR 122.42 FEET; THENCE N 34°55'27" W FOR 10.21 FEET; THENCE S 55°04'33" W FOR 21.18 FEET; THENCE S 34°55'27" E FOR 10.21 FEET; THENCE S 48°57'18" W FOR 76.02 FEET; THENCE S 38°48'04" E FOR 19.78 FEET; THENCE S 44°16'39" W FOR 3.59 FEET; THENCE N 38°48'04" W FOR 17.00 FEET; THENCE S 57°11'48" W FOR 38.89 FEET; THENCE N 32°48'12" W FOR 83.12 FEET; THENCE S 57°11'48" W FOR 39.78 FEET; THENCE N 32°48'12" W FOR 58.80 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE I" AS RECORDED

IN CONDOMINIUM PLAT BOOK 66, PAGES 27 THROUGH 39, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID SOUTHEASTERLY BOUNDARY, AND THE SOUTHEASTERLY BOUNDARY OF SAID "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE II" THE FOLLOWING THREE (3) COURSES: 1) N 57°13'15" E FOR 94.61 FEET; 2) THENCE N 88°36'37" E FOR 99.92 FEET; 3) THENCE N 57°11'48" E FOR 11.42 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE I" AS RECORDED IN CONDOMINIUM PLAT BOOK 66, PAGES 27 THROUGH 39, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

TOGETHER WITH: "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE II" AS RECORDED IN CONDOMINIUM PLAT BOOK 68, PAGES 17 THROUGH 27, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

EXHIBIT "B"

PROPOSED CONDITIONAL USE PERMIT FOR SUGAR SANDS

SUGAR SANDS

at TradeWinds Island Grand Beach Resort



CONDITIONAL USE PERMIT APPLICATION

2017

**SUGAR SANDS
at
TRADEWINDS ISLAND GRAND BEACH RESORT
CONDITIONAL USE APPLICATION**

***Presented to:*
City of St. Pete Beach
144 Corey Avenue
St. Pete Beach, Florida 33706**

***Prepared for:*
RIA-Coral Reef, Inc.
5600 Gulf Boulevard
St. Pete Beach, Florida 33706**

***Prepared by:*
Cynthia Tarapani, Vice President, Planning
Florida Design Consultants
3030 Starkey Boulevard
New Port Richey, Florida 34655**

February 17, 2017

**SUGAR SANDS
at
TRADEWINDS ISLAND GRAND BEACH RESORT
CONDITIONAL USE APPLICATION**

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I. INTRODUCTION

RIA- Coral Reef, Inc., the Property Owner/ Applicant has submitted an application to the City of St. Pete Beach for Conditional Use approval for a new hotel building to be located within the Tradewinds Island Grand Beach Resort. The Tradewinds Resort is a large site of over 18 developable acres that contains multiple buildings containing temporary lodging uses and their accessory uses. From a zoning and operational perspective, the Tradewinds site is considered one overall site with the density, setbacks, parking and other site development requirements calculated for the overall site. Sheet C6, Overall Site Density Exhibit, of the Preliminary Site Plan illustrates the existing site and its improvements as compared to the proposed site showing the new hotel building, the Sugar Sands. Additionally, the Overall Site Density Exhibit calculates the density and parking for the overall site, thus demonstrating the Overall Site's compliance with these requirements.

The Overall Site Density Exhibit also shows the general location of future phases of redevelopment for additional temporary lodging uses. It is understood that this Conditional Use requests approval of the first phase, Sugar Sands, and that future temporary lodging uses will be required to submit a new Conditional Use Application for the City's review. It is further understood that future phases will have to comply with the City's Zoning and Building Codes in effect at the time of review.

The Tradewinds Resort contains two types of temporary lodging uses: hotel rooms and timeshare units. Over the last five years, the Breckenridge building has been converted from a hotel to a timeshare use, resulting in a reduction in the number of lodging units in the building and on the Overall Site. Consistent with that practice and in their sole discretion, the Tradewinds Resort intends to continue the conversion of some or all of the temporary lodging uses, including the proposed Sugar Sands, from hotel to timeshare units. Upon the conversion of a specific building, the Tradewinds Resort will report the change in the total number of units to the City and show these conversions on a revised Overall Site Density Exhibit identifying the revised number of units by building.

This Conditional Use Application is for a new temporary lodging use, Sugar Sands, to be located at the north end of the overall site at 5750 Gulf Boulevard. Sugar Sands will contain 217 hotel rooms and a parking garage with 811 spaces. Sugar Sands will also include the following amenities and related uses within the building:

- Spa and Fitness Center,
- Timeshare Sales Center and Call Center,
- Marketing Office and other Administrative offices for Tradewinds,
- Lobby/ Welcome Center for existing Coral Reef, and
- Other Ancillary uses to the Resort.

A new resort pool, restrooms and bar are also proposed along the beach side of the site.

In addition to the Conditional Use, the Applicant has also submitted a Development Agreement to confirm the agreement between the Applicant and the City for the construction of certain sewer infrastructure to serve the project as well as other development and redevelopment in this area of St. Pete Beach.

This Planning Analysis has been prepared in support of the Applicant's requests and is submitted to the City of St. Pete Beach as the Planning Department staff, the City's Planning Board and the City Commission review these applications. In the preparation of this analysis, Florida Design Consultants has reviewed and analyzed the following documents: the Applicant's Preliminary Site Plan, Architectural Plans, Landscape Plans, Boundary Survey, Development Agreement and supporting reports and analyses that are submitted as part of this Conditional Use Application. Additionally, Florida Design Consultants has reviewed and analyzed the City's *Comprehensive Plan*, the City's *Community Redevelopment District of the Future Land Use Element*, and the City's *Land Development Code*.

II. STANDARDS FOR REVIEW OF CONDITIONAL USES (*Land Development Code* Section 4.4 (a))

Section 4.4 (a) of the City's *Land Development Code* establishes seven criteria to be considered by the City Commission when reviewing a Conditional Use. Section 4.12 (a) of the *Land Development Code* establishes nine additional criteria to be reviewed if the Conditional Use is located within the City's Community Redevelopment District. The Sugar Sands site is located within the CRD, and, therefore, the Conditional Use Application will be evaluated against both sets of criteria to demonstrate its compliance and this analysis is contained in Sections III and IV below. Each Code criterion is shown in bold, followed by an analysis of the Application's compliance with that criterion.

III. COMPLIANCE WITH STANDARDS FOR ALL CONDITIONAL USES (*Land Development Code* Section 4.12 (a))

- 1. Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations.**

Analysis:

A. Consistency with the Future Land Use Map of the Comprehensive Plan

The Sugar Sands site is designated as Community Redevelopment District on the City's *Future Land Use Map* and is located within the Gulf Boulevard Redevelopment District. The Gulf Boulevard Redevelopment District is further governed by four character districts and this site is located within the Large Resort Character District. The permitted uses in the Large Resort Character District include Temporary Lodging Uses and Multifamily residential uses as Primary uses. The proposed use on the Sugar Sands site of a Temporary Lodging

Use is a Primary Use and, therefore, is consistent with the permitted uses in the Large Resort Character District.

It should also be noted that the portion of the property that is west of the Coastal Construction Control Line (CCCL) is designated as P, Preservation on the City's *Future Land Use Map*. The Preservation Plan category is intended to recognize those properties that are environmentally significant natural resources areas. The proposed Sugar Sands site plan clearly shows the location of the CCCL within the property. The Conditional Use Application proposes to improve a small portion of the site west of the CCCL with pavers and the Applicant recognizes that these improvements are subject to the review and approval of the Department of Environmental Protection.

The Large Resort Character District allows two development scenarios based on the size of the property. A site must be three acres or larger in size to be considered a "Large-scale development." The Tradewinds site is 29.98 acres in overall size with 18.1 developable acres located to the east of the CCCL, and, therefore, qualifies as "Large-scale Development" for which the density is 75 units per acre for temporary lodging uses. The Tradewinds site currently contains multiple buildings used as temporary lodging uses with an existing density of 33.72 units per acre. The Sugar Sands proposes to construct 217 temporary lodging units which will increase the site's overall density to 45.68 units per acre. This proposed density for the Tradewinds site with the Sugar Sands addition is less than and in compliance with the maximum density of 75 units per acre for Large Scale developments in the Large Resort Character District.

In summary, both the proposed use of Temporary Lodging Use and its proposed density are consistent with the Large Resort Character District of the Gulf Boulevard Redevelopment District.

B. Consistency with the Applicable Goals, Policies and Objectives of the *Comprehensive Plan*

The Conditional Use application proposes to increase the number of temporary lodging uses in the Gulf Boulevard Redevelopment District specifically, and in the City generally. The proposed Sugar Sands is consistent with the City's overarching goals in the *Future Land Use Element* to encourage the preservation/ redevelopment of its hotels that support the tourist sector that is so important to the City's economy. The proposed Sugar Sands Temporary Lodging use is consistent with the following adopted principles, goals, objectives and policies of the *Future Land Use Element* shown below in *italics*.

A. Section I, Citizen Input on Community Redevelopment, FLUE, Pages 1-2:

- ...
- "(2) *There is strong community objection to high density unmanaged overdevelopment of our coastal Gulf community that will further degrade infrastructure and public services.*

- ...
- (4) *There is a strong desire by both residents and multi-generational local hotel and motel owners to preserve the heritage of our City as a tourist destination because it is the foundation of our local economy and it offers the residents a diversity of services and amenities as well as public access to our beaches.*
- ...

- (8) *Residents have expressed a need and desire for a safer community through redevelopment of aging, functionally obsolete and vacant properties to:*
- (a) *Reduce crime and vagrancy; and*
 - (b) *Replace older structures and buildings with new construction that meets current Building Code standards and FEMA flood protection regulations to maximize protection from both wind and flood damage caused by hurricanes and tropical cyclones.*
- ...

- (10) *Residents strongly object to more high-rise residential development throughout the City, that if permitted to continue will replace, most, if not all, temporary lodging facilities, adversely impact our economy, commercial diversity, as well as diminish public beach and waterfront access. The impact, if permitted to continue under the City's 1998 Comprehensive plan, will forever change the character and heritage of our City...."*

B. Quality Community- Planning to Stay (General Provisions), FLUE, Page 4

- ...
- (c) *Citywide Land Use Goals, Objectives and Policies. In furtherance of the overall goals, objectives, and policies contained in the Comprehensive Plan, the land use categories and their descriptions beginning on the next page, are hereby adopted for the purpose of serving as the guide for the City of St. Pete Beach in continuing its heritage of quality residential living complemented by resort facilities that support a tourist-based economy by creating a vision for the City's future that ensures that the City will remain a desirable place to live and visit that includes overall quality land management and emphasis on strict management of redevelopment in designated strategic core areas of the City.*

Objective 2.3

New Commercial development shall be required to be compatible with environmental and economic resources through the enforcement of the land development regulations.

Policy 2.3.5

The City shall encourage the maintenance of tourist lodging facilities in keeping with the character of the community.

Objective 2.13

The City shall promote the preservation and redevelopment of temporary lodging uses.

Policy 2.13.3

The City shall adopt provisions in its LDC which are designed to ensure the continued operation of all temporary lodging/ temporary lodging uses with mandated operational characteristics as temporary lodging facilities principally serving tourists and business travelers, and providing for guest amenities, without regard to ownership scheme as in accordance with State law. Such operational provisions shall include limitations on the continuous duration of guest stays, and if owned as a resort condominium, an additional limitation on the annual cumulative duration of owner stays.

C. Community Redevelopment District general redevelopment guidelines, standards and Initiatives, FLUE, Page 38

(a) Designation of Densities and Intensities in General

...
Further, the City shall amend its LDC to include densities and intensities for each character district that shall:

...
2. Ensure that a comprehensive redevelopment strategy can be and shall be implemented through land development regulations that maintain the City's heritage of quality residential living complemented by resort facilities and support by a tourist-based economy that includes temporary lodging uses, local retail, restaurants and local pubs and bars; and

...
3. Recognize that successful redevelopment of each character district is interdependent upon the implementation of successful redevelopment strategies in each of the other character districts; and

4. Require the adoption and implementation of land development regulations by the City Commission for each character district that shall be consistent with and allow the redevelopment of consistent quality for the Community Redevelopment District as a whole and within each designated character district; and

...

D. Gulf Boulevard Redevelopment District, FLUE, Page 49

General Provisions

...

(b) Purpose and Intent; Redevelopment Incentives & Deterrents. This District is one of two core redevelopment districts and this District is designed to:

1. Encourage revitalization and redevelopment of primarily

(i) Temporary lodging uses- resorts, hotels, resort condominiums and boutique hotels on the west side of Gulf Boulevard;

**E. Goals, Objectives and Policies for the Gulf Boulevard Redevelopment District,
Pages 50- 51**

GOAL 1

Gulf Boulevard shall be a place that attracts people for living, employment and recreation. The City shall encourage the revitalization of Gulf Boulevard through commercial and temporary lodging redevelopment that will attract residents and visitors to the Gulf Boulevard core resort area as a recreation, entertainment, resort and shopping destination.

Objective 1.1

All development and redevelopment within the Gulf Boulevard Redevelopment District shall further the goals, objectives and policies of the Community Redevelopment District, this District and each character district within which development occurs; and shall comply with the design guidelines and the applicable land development regulations for the respective character district.

Objective 1.2

High-rise residential condominium projects in the Gulf Boulevard Redevelopment District are prohibited along the Gulf beaches and intercoastal waterways by prohibiting height and density increases for exclusively residential uses on Gulf Boulevard.

Objective 1.6

Public beach access will be preserved and expanded through redevelopment of temporary lodging uses.

Objective 1.8

The City shall recognize the importance of temporary lodging uses and public beach access to its residents and visitors in preserving and maintaining its socio-economic quality of life; and further, the City recognizes that additional high-rise residential development along the Gulf beaches is not desirable and not in keeping with the City and its residents' desire to preserve and expand public beach access and temporary lodging uses that if lost, and replaced with high-rise residential uses, will adversely impact the City's tourism-based economy; and as a result, such high-rise residential development shall be discouraged throughout the Gulf Boulevard Redevelopment District and shall not be allowed to exceed current height limitations of five stories over parking for exclusively multi-family residential use projects in the Gulf Boulevard Redevelopment District.

C. Consistency with the Land Development Code

The Sugar Sands site is currently zoned as Large Resort Zoning District which allows a temporary lodging use as a primary use. The existing Tradewinds Island Grand Beach Resort is in operation as a temporary lodging use which is an allowable primary use in the Large Resort District. However, if a temporary lodging use proposes a height greater than 50 feet or a density greater than 30 units per acre, then a Conditional Use is required for that proposal. The Sugar Sands application proposes both a height greater than 50 feet and a

density greater than 30 units per acre; therefore, this Conditional Use application has been submitted to the City.

The Large Resort Zoning District establishes two different density limits: one for small scale development (less than three acres in size) and one for large scale development (three acres or more in size). The Tradewinds site is 29.98 acres in overall size with 18.1 developable acres located to the east of the CCCL, and, therefore, qualifies as a Large Scale Development for which the density is 75 units per acre for temporary lodging uses.

The Tradewinds site currently contains multiple buildings used as temporary lodging uses with an existing density of 33.72 units per acre. The Sugar Sands proposes to construct 217 temporary lodging units which will increase the site's overall density to 45.68 units per acre. This proposed density for the Tradewinds site with the Sugar Sands addition is less than and in compliance with the maximum density of 75 units per acre for Large Scale developments in the Large Resort Zoning District.

The proposed project is also in compliance with the other dimensional requirements of the Large Resort District as shown in Table 1 below and as illustrated on the Preliminary Site Plan. The Conditional Use Site Plan including the Preliminary Site Plan, Architectural Plans, Landscape Plan and Boundary Survey is included in this Conditional Use submittal at Tab II.

Table 1
Sugar Sands' Compliance with Large Resort Zoning District Requirements

Dimensional Requirement	Required	Proposed
Setbacks • Front (Gulf Blvd) • Side (North) • Side (South) • Rear (West)	25' 30' on 1 side, 0' on 1 side 30' on 1 side, 0' on 1 side 0'	25.7' 30' 740' 380'
Floor Area Ratio (FAR)	2.6	1.09
Impervious Surface Ratio (ISR)	0.85	0.84
Building Height (Proposed New Sugar Sands Building only)	116'	116'

Note: Compliance with the Large Resort Zoning District Setbacks, Floor Area Ratio and Impervious Surface Ratio as shown in Table 1 is based on the Overall Site.

With regard to parking, the project proposes to construct a parking garage with 811 spaces as part of the Sugar Sands building. This structured parking will provide parking for the new Sugar Sands, 102 parking spaces for the exclusive use of the existing Coral Reef and additional parking for the overall Tradewinds Resort. The Preliminary Site Plan contains a detailed analysis of the parking required and provided on the site. In summary, the required parking for the existing development plus the new Sugar Sands is 1,297 parking spaces. With the construction of the new parking structure, there will be 1,348 parking spaces, in excess of the required parking spaces. Therefore, based on this analysis and the data contained in the Preliminary Site Plan, the proposed Sugar Sands is consistent with the Large Resort Zoning District requirements and the parking requirements of the City's code.

2. Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/ or service facilities available within the existing area. More specifically:
 - a. Whether the overall appearance and function of the area will be significantly affected. Consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area.
 - b. Whether the application will preserve any city, state or federally designated historic, scenic, archaeological or cultural resources.
 - c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features, and
 - d. Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location and nature of any outside activities, potential for increased litter, or privacy and safety issues.

Analysis: The Sugar Sands site is located on Gulf Boulevard, a major tourist corridor, in the center of the Large Resort Zoning district and surrounded by tourist related uses such as temporary lodging uses, restaurants, offices and retail services. Table 2 below illustrates the existing Future Land Use Plan Category, Zoning District and existing uses for the property adjacent to the site.

Table 2
Summary of Land Use Characteristics Adjacent to the Site

Direction	Future Land Use	Zoning	Existing Use
Site	CRD/ Large Resort	Large Resort	Temporary Lodging
North	CRD/ Large Resort	Large Resort	Temporary Lodging (Alden Suites)
South	CRD/ Large Resort	Large Resort	Multifamily Residential
East	CRD/ Activity Center	Activity Center	Restaurants, Office Shopping Center Resort condominium (Sunrise)
West	Preservation	Preservation	Beach

As is evident from the data in Table 2, all of the property adjacent to the site is designated with the same Plan Category of Large Resort and has the same zoning of large Resort, except for the east side of Gulf Boulevard which is designated as Activity Center Plan Category and Zoning District. The Activity Center Plan Category and Zoning District are intended to encourage commercial revitalization with primary uses of commercial and office. The Activity Center is intended to compliment and serve the commercial needs of the tourist area along Gulf Boulevard. There are temporary lodging uses immediately adjacent to the Sugar Sands site as well as other tourist oriented uses, such as the restaurants and retail uses. The existing use along the southern border of the site is multifamily residential use developed at ten stories in height.

The City does not have a definition of "Compatibility" in either its *Comprehensive Plan* nor in the *Land Development Code*. Therefore, this analysis relies on the definition of Compatibility contained in the Community Planning Act, Florida Statutes 163.314 as shown below:

"Compatibility means a condition in which land use or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

Using this definition, to determine if land uses can coexist in a stable fashion and be considered compatible, one must first evaluate the type of uses and their relative location to each other. In general, the more similar land uses are, the greater likelihood for compatibility; and, conversely, the more different the land uses are, the greater potential for incompatibility. The second measure of compatibility is the distance between the land

uses, i.e., how close or far away the land uses are to each other and whether there are intervening features or buffers between the land uses.

The existing uses on all sides adjacent to the Sugar Sands are tourist oriented uses at a similar intensity and scale as the proposed Sugar Sands. Additionally, the land uses on each boundary to the Sugar Sands have significant distances separating them from the proposed Sugar Sands. For the properties to the east of Sugar Sands, the existing uses are separated by Gulf Boulevard, a four-lane divided roadway. To the south, the existing multifamily residential building is separated from the Tradewinds site by an intervening parking area and significant setback of 220 feet from the closest point of the Tradewinds building to the shared property line.

Along the north property line adjacent to the proposed Sugar Sands is the existing Alden Suites, a temporary lodging use with four and five story buildings. The Applicant has prepared a Shadow Analysis to evaluate the impact of the new building on the adjacent Alden Suites. The complete Shadow Analysis is included in the Conditional Use submittal at Tab III. The Shadow Analysis illustrates that while there are times during the year when the proposed Sugar Sands will create some shadow on the adjacent properties, the existing properties also create shadows within their site. Additionally, during most of the active beach times, there is a limited amount of shadow created on the active outdoor areas of the adjacent property.

In summary, the proposed Sugar Sands is compatible with the existing land uses in the area due to the similarity between the existing uses and the proposed use; the proposed building is compatible with the intensity and scale of these existing uses; and the overall Tradewinds site is separated by significant distances from most of the adjacent uses. Due to the similarity of the existing temporary lodging uses and tourist oriented uses, there are no adverse impacts expected from the proposed Sugar Sands on the adjacent properties. Finally, there are no historic, scenic, archaeological or cultural resources located on the site. Based on this analysis and the data contained in the Shadow Analysis, the proposed project is in compliance with this criterion.

- 3. Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhoods impacts, and pedestrian safety.**

Analysis: As part of this Conditional Use Application, the Applicant has submitted a *Traffic Impact Study* prepared by Ingenium Enterprises, dated August 17, 2016. The methodology for this Study was approved by the City staff prior to its development and the City has also approved the Study as being a complete and correct evaluation of the project's impacts on the transportation network. A copy of the Traffic Impact Study and the City's approval of the Study is included in this submittal package at Tab IV.

The *Traffic Impact Study* contains the following conclusions:

"Analysis of future traffic conditions (without project traffic) indicate that no improvements will be necessary to accommodate trips within the study area. Furthermore, all roadways and intersections within the study are anticipated to meet or exceed adopted LOS Standards and operate at or below 0.9 v/c under total traffic conditions (after the addition of the project). Therefore, there are no off-site improvements that are attributable to the Project." (Source: *Traffic Impact Study*, page 19).

It should also be noted that the Tradewinds operates a shuttle service from its facility to and from the Tampa International Airport and the St. Petersburg/ Clearwater Airport as an alternative to individual vehicles. Additionally, there are multiple bus stops along Gulf Boulevard in front of the Tradewinds to provide access to transit for the resort guests and employees.

With regard to pedestrian safety, there are sidewalks and bike lanes along Gulf Boulevard for virtually the entire segment of that road within the city limits of the City of St. Pete Beach. For the convenience of its guests and to encourage bicycle mobility, the Tradewinds Resort provides bicycle parking on its site. Finally, to encourage pedestrian access and in compliance with the City's *Comprehensive Plan*, the project proposes a pedestrian access to the beach along the southern edge of the site beginning at Gulf Boulevard and continuing to the beach. This pedestrian access will be confirmed through an access easement dedicated by the Applicant to the City in perpetuity. Additionally, the City has requested and the Applicant has agreed to provide a second easement to be located along Gulf Boulevard for pedestrian access.

In summary, based on the *Traffic Impact Study* and this analysis, the project is in compliance with this criterion.

- 4. Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely.**

Analysis: With regard to the number of parking spaces, the required number of parking spaces with the Sugar Sands addition will be 1,297 parking spaces. With the construction of the new parking garage, the site will contain a total of 1,348 parking spaces which is in excess of the required parking, and the site is in compliance with this criterion with regard to the number of parking spaces.

With regard to loading arrangements, the Preliminary Site Plan demonstrates that the existing site contains an adequate amount and proper location of loading spaces to accommodate the type of deliveries necessary for the Tradewinds operations. All delivery, loading and unloading is accommodated within the site and functions in a proper and safe manner. Therefore, based on this analysis and the Preliminary Site Plan, the project is in compliance with this criterion.

5. Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made.

Analysis: As has been demonstrated in the Response to Criterion 1, the project is consistent with the City's *Comprehensive Plan* thereby furthering the public health, safety and welfare. Additionally, as described in the Response to Criteria 2, the proposed development is compatible with the character of the surrounding area which preserves the public health, safety and welfare. As demonstrated in the Responses to Criteria 3, 4 and 7, the project meets the City's site development requirements and does not create any off-site impacts; therefore, preserving the public health, safety and welfare. Finally, as demonstrated in the Response to Criterion 6, the Applicant has submitted a Development Agreement to ensure that the sanitary sewer improvements will be constructed by the Applicant, and this improvement will have a positive impact on the public health, safety and welfare of the general area and the City at large. Based on this analysis, the application is in compliance with this criterion.

6. Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation.

Analysis: The Tradewinds Resort has been in existence for decades and the current ownership group has owned the property since 1999. During the current ownership group's tenure, they have accomplished additions and major improvements to the site, thus demonstrating the Applicant's financial and technical abilities to complete the requested improvements. With regard to the sewer improvements, the Applicant has submitted a Development Agreement to accompany the Conditional Use Application. The Development Agreement is the mechanism by which the City requires the Developer to complete the utility improvements for the project. This Development Agreement is binding on the Developer, has specific milestones by which the utility improvements will be designed, permitted and constructed and requires the Developer to submit a bond or letter of credit to insure the completion of the improvements. Based on this analysis, the project is in compliance with this criterion.

7. Whether the proposed use complies with all additional standards imposed on it by the particular provisions of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

Analysis: Section 35.10 of the Large Resort Zoning District establishes the services and amenities that must be provided for all temporary lodging use and additional amenities required at large-scale resorts. The Tradewinds site currently provides all of these services and amenities and will continue to provide them with the expansion of the Sugar Sands site. The Preliminary Site Plan has demonstrated compliance with the applicable site development regulations of the City; and, therefore, the proposed project is in compliance with this criterion.

Additionally, the site is subject to *Land Development Code Division 39, Community Redevelopment District General Standards* and the site is in compliance with this Division. Specifically, the Sugar Sands complies with the *General Operational and Aesthetic Requirements* of Section 39.5 as shown on the Preliminary Site Plan and Architectural plans. Additionally, the Sugar Sands (and all of the Tradewinds overall site) complies with Section 39.6, *Temporary Lodging Use Operational and Occupancy Restrictions, Limitations and Prohibitions* since the Facility functions as temporary lodging use and NOT as residential use.

In summary, based on this analysis and the submittal package, the Application is in compliance with this criterion.

IV. COMPLIANCE WITH STANDARDS FOR CONDITIONAL USES WITHIN THE COMMUNITY REDEVELOPMENT DISTRICT (Land Development Code Section 4.12a))

- 1. Utility Infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunications services.**

Analysis: As part of this Conditional Use Application, the Applicant has submitted letters of utility availability from the following service providers. The letters of availability are included in this submittal at Tab V.

- Potable Water- Pinellas County
- Sanitary Sewer- City of St. Pete Beach (Subject to Certain Sewer Improvements as established in the Development Agreement)
- Reclaimed Water- City of St. Pete Beach
- Solid Waste- Waste Connections, Inc.
- Electric Service- Duke Energy
- Natural Gas Service- TECO Peoples Gas
- Data Transmission & Telecommunications Services- Singlepoint and Sonifi Solutions, Inc.

Based on the attached letters of utility availability, the proposed project is in compliance with this criterion.

It should also be noted that the Development Agreement establishes the requirements for certain sewer improvements to be accomplished by the Applicant to improve the service to the site and for the general area. As a result of the Development Agreement, the project is in compliance with this criterion.

- 2. Transportation Infrastructure, including ingress and egress from public rights-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.**

Analysis: The Applicant has submitted a *Traffic Impact Study* that documents that transportation infrastructure is available to the site and is adequate for the proposed development. Please refer to the Traffic Impact Study included at Tab V in this submittal package and the analysis in Section III, Response to Criterion 3.

Additionally, the Preliminary Site Plan illustrates that the design of the parking and loading areas, pedestrian amenities, and sidewalks are adequate to serve the proposed project. Therefore, based on the *Traffic Impact Study* and the Preliminary Site Plan, the application is consistent with this criterion.

3. Hydrological features and stormwater management infrastructure.

Analysis: The Applicant has submitted a Conceptual Master Drainage Plan study prepared by Albert Carrier, P.E., Deuel & Associates, dated August, 2016 (enclosed at Tab VI). This Drainage Plan is a detailed analysis of the stormwater management system for both the proposed Sugar Sands as well as the future phases of redevelopment for the Overall Site. The Drainage Plan contains the Conceptual Plans and Calculations for the stormwater management system. Figure 3.0-2, Tradewinds Conceptual Master Drainage Plan, illustrates the six phases of drainage improvements for the Overall Site. Phase 1 of Figure 3.0-2 shows the improvements that will be constructed with the Sugar Sands phase of development. Based on this detailed analysis in the Conceptual Master Drainage Plan, the proposed project is in compliance with this criterion.

4. Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas.

Analysis: The Applicant has submitted detailed architectural plans to illustrate the proposed design of the Sugar Sands. The proposed design includes multiple building setbacks from Gulf Boulevard, use of architectural columns, a varied fenestration, painted stucco, parapets and balconies to create an aesthetically pleasing and human scale building along the front Gulf Boulevard facade. Please refer to the detailed analysis of the height and massing as compared to the existing uses in Section III, Response to Criterion 2. Based on this analysis, the project is in compliance with this criterion.

5. Site landscaping, open space provision and impervious surface limitations.

Analysis: The Applicant has submitted a detailed Landscape Plan included at Tab II of the submittal package to illustrate the proposed site landscaping. The landscaping plan extends the existing high quality of design, tropical foliage, and resort atmosphere currently found on the Tradewinds site into the new Sugar Sands site. With regard to the Impervious Surface Ratio (ISR), the Preliminary Site Plan demonstrates that the project is proposed to comply with the ISR of the Large Resort Zoning District. Based on this analysis, the proposed Application is consistent with this criterion.

6. Operation and functional requirements of facilities, including hours of abatement requirements, residency limitations and facilities maintenance.

Analysis: The Tradewinds Resort is a full-service resort and conference center that operates as a 24 hour a day, 365 days a year operation as is expected from a resort. There are multiple on-site restaurants and bars, all of whose operating hours may vary due to meal service time and guest demand. However, it should be noted that outside entertainment is terminated at 10 pm. Entertainment inside the Pavillon is terminated at 11 am. The

security staff has the ability and equipment to monitor noise decibels to ensure that all noise is below 65 decibels. Based on this analysis, the proposed project is in compliance with this criterion.

7. Fire suppression and facility security.

Analysis: The Applicant has submitted a Fire Plan included at Tab VII of this submittal package to demonstrate the detailed emergency procedure to be followed by the Tradewinds employees in the event of a fire. The Fire Plan includes a chain of command, required safety training, inspections and instructions in case of a fire with specific responsibilities for resort staff. Upon review of the Fire Plan, it is evident that the Tradewinds has planned for this possible emergency. It should also be noted that the proposed Sugar Sands building will be completely sprinkled throughout the building, a successful method of fire suppression.

With regard to Facility Security, the Tradewinds site considers security of its guests and employees to be of vital importance. To provide for the highest level of security, the Tradewinds employs 24 staff for security including Gatehouse Ambassadors and has installed multiple cameras on site to review/ record activities, in case of an incident.

Based on this analysis, the proposed project will be in compliance with this criterion both for fire suppression and facility security.

8. Emergency management and hurricane evacuation provisions.

Analysis: The Applicant has submitted two documents to confirm the Resort's ability to manage the potential emergencies of a hurricane, tornado or severe weather. The Tradewinds Resort Hurricane Policy and Procedure and the Tradewinds Resort Tornado and Severe Weather Policy and Procedure are included in this submittal package at Tab VIII. Due to the Tradewinds being located in an area where hurricanes are likely and evacuation of the resort may be required, the Hurricane Policy and Procedure establishes the various responsibilities of staff if and when a hurricane watch or warning is posted. The Tornado and Severe Weather Policy and Procedure establishes the steps to be followed by resort staff in the event of this unforeseen weather.

Based on this analysis and the Policy and Procedures included at Tab VIII, the Application is in compliance with this criterion.

9. For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered:
- a. The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjacent properties and resulting impact on sunlight and views; and
 - b. The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/ or any accessory use or structure maintains an open view of the waterfront from neighboring properties.

Analysis: As discussed in Section III, Response to Criterion 2, the Applicant has prepared a Shadow Analysis to evaluate the impact on sunlight on the adjacent properties to the north (Shadow Analysis included in this submittal at Tab III). As stated in that response, during most of the active beach times, there is a limited amount of shadow created on the active outdoor areas of the adjacent property; and therefore, this Application is consistent with this criterion.

The location of the new Sugar Sands building is located on the eastern portion of the site and is not located in proximity to the CCCL. Additionally, the proposed location of the Sugar Sands in comparison to the location of the existing Alden Suites is not expected to affect the views of the Alden Suites guests. Therefore, in summary, based on this analysis, the proposed project is in compliance with this criterion.

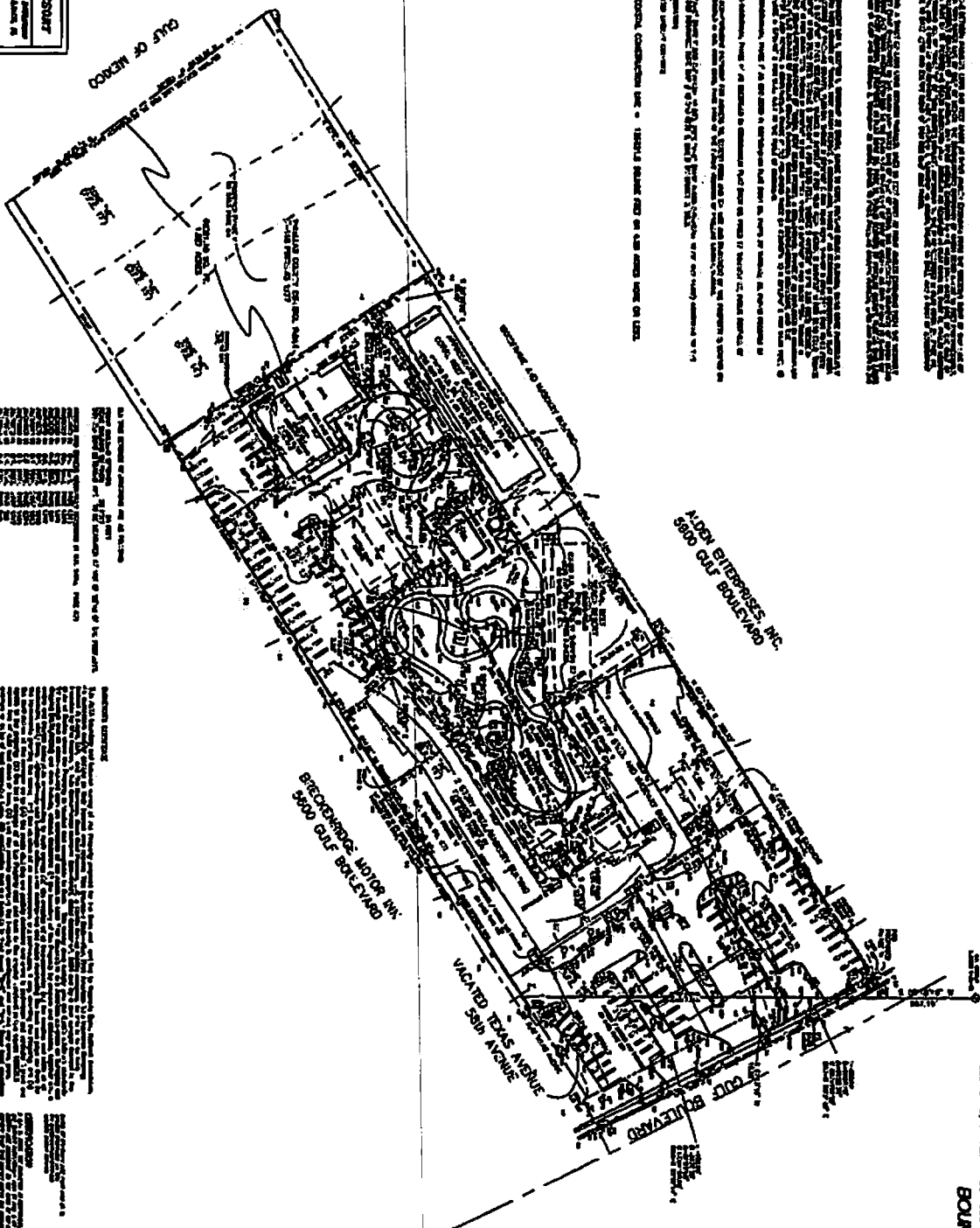
V. SUMMARY

The proposed Conditional Use for the Sugar Sands at Tradewinds Island Grand Beach Resort has submitted a Preliminary Site Plan, Architectural Plans, and a Landscape Plan to illustrate the proposed new Sugar Sands temporary lodging use, its relationship with the overall Tradewinds site, and its compliance with the City's *Comprehensive Plan* and *Land Development Code*. This Narrative and the submittal package include reports and analyses demonstrating that the project complies with the general criteria for Conditional Uses in the *Land Development Code* Section 4.4 (a) and complies with the specific criteria for Conditional Uses in the Community Redevelopment District in the *Land Development Code* Section 4.12(a).

SECTION 1, TOWNSHIP 32 SOUTH, RANGE 19 EAST, PULASKI COUNTY, FLORIDA
 SECTION 1, TOWNSHIP 32 SOUTH, RANGE 19 EAST, PULASKI COUNTY, FLORIDA
BOUNDARY SURVEY

THIS SURVEY WAS MADE FOR THE PURPOSE OF DETERMINING THE BOUNDARY BETWEEN THE LANDS OF THE STATE OF FLORIDA AND THE LANDS OF THE PULASKI COUNTY, FLORIDA. THE SURVEY WAS MADE BY THE PULASKI COUNTY, FLORIDA, AND THE RESULTS THEREOF ARE HEREBY SET FORTH.

THE SURVEY WAS MADE BY THE PULASKI COUNTY, FLORIDA, AND THE RESULTS THEREOF ARE HEREBY SET FORTH. THE SURVEY WAS MADE BY THE PULASKI COUNTY, FLORIDA, AND THE RESULTS THEREOF ARE HEREBY SET FORTH.



CONTRACT REPLY SERVICE REPORT			
DATE OF SURVEY	10/10/1910	DATE OF REPORT	10/10/1910
NAME OF SURVEYOR	JOHN J. HARRIS	NAME OF CLIENT	JOHN J. HARRIS
NAME OF PROJECT	BOUNDARY SURVEY	NAME OF PROJECT	BOUNDARY SURVEY
NAME OF CLIENT	JOHN J. HARRIS	NAME OF CLIENT	JOHN J. HARRIS

THE SURVEY WAS MADE BY THE PULASKI COUNTY, FLORIDA, AND THE RESULTS THEREOF ARE HEREBY SET FORTH. THE SURVEY WAS MADE BY THE PULASKI COUNTY, FLORIDA, AND THE RESULTS THEREOF ARE HEREBY SET FORTH.

THE SURVEY WAS MADE BY THE PULASKI COUNTY, FLORIDA, AND THE RESULTS THEREOF ARE HEREBY SET FORTH. THE SURVEY WAS MADE BY THE PULASKI COUNTY, FLORIDA, AND THE RESULTS THEREOF ARE HEREBY SET FORTH.

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13.00



Agent Authorization Form
Community Development Department
City of St. Pete Beach, Florida

I/WE

RIA-Coral Reef, Inc.

(print name of property owner)

hereby authorize

Tom Knapp and John Davies, RKM Building Construction

(print name of agent)

to represent me/us in an application for

**Site Plan & Construction, Conditional Use Permit, &
Development Agreement**

(type of application: variance, land use, zoning, special event, etc.)

Signature of owner

Timothy R. Bogott
Print name of owner

Signature of owner

RIA-Coral Reef, Inc.
Print name of owner

The foregoing instrument was acknowledged before me this 7 day of February, 2017, by Timothy R. Bogott who is personally known x or produced as identification.

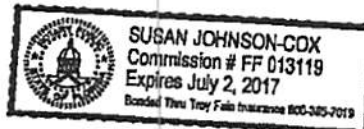
(Notary Signature)

My commission expires

7/2/17

(Date)

2/7/17





Agent Authorization Form
Community Development Department
City of St. Pete Beach, Florida

I/WE

RIA-Coral Reef, Inc.

(print name of property owner)

hereby authorize

Cyndi Tarapani

(print name of agent)

to represent me/us in an application for

Conditional Use Permit & Development Agreement

(type of application: variance, land use, zoning, special event, etc)

Signature of owner

Timothy R. Bogott
Print name of owner

Signature of owner

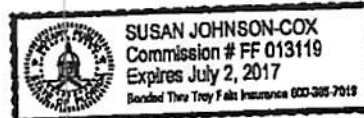
RIA-Coral Reef, Inc.
Print name of owner

The foregoing instrument was acknowledged before me this 7 day of February, 2017, by Timothy R. Bogott who is personally known X or produced as identification.

Susan Johnson Cox

(Notary Signature)

My commission expires 07/02/17



(Date)

2/7/17



Agent Authorization Form
Community Development Department
City of St. Pete Beach, Florida

I/WE _____ RIA-Coral Reef, Inc.
(print name of property owner)

hereby authorize _____ Ed Armstrong
(print name of agent)

to represent me/us in an application for _____ Development Agreement & Conditional Use Permit
(type of application: variance, land use, zoning, special event, etc)

Signature of owner

Print name of owner

Timothy R. Bogott
Timothy R. Bogott

Signature of owner

Print name of owner

RIA-Coral Reef, Inc.
RIA-Coral Reef, Inc.

The foregoing instrument was acknowledged before me this 7th day of February, 2017, by Timothy R. Bogott who is personally known X
or produced _____ as identification.

(Notary Signature)

My commission expires

(Date)

Susan Johnson-Cox
2/12/17

2/7/17

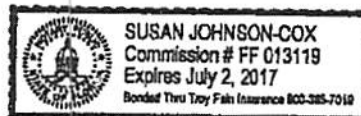


EXHIBIT "C"
NORTH PROJECT SEWER IMPROVEMENTS

Prepared By:

Kimley»Horn

OPINION OF PROBABLE CONSTRUCTION COSTS						
ST. PETE BEACH						
SEWER SYSTEM IMPROVEMENTS						
ITEM	DESCRIPTION		QUANTITY	UNIT PRICE	AMOUNT	
FORCEMAIN 2 EXTENSION						
1	Engineering Design Fees		1	LS	495,000.00	495,000.00
2	Mobilization		1	LS	369,200.00	369,200.00
3	Maintenance of Traffic		1	LS	369,200.00	369,200.00
4	Miscellaneous Work and Cleanup		1	LS	82,300.00	82,300.00
5	24" PVC Pipe (Open-Cut)		7,800	LF	200.00	1,560,000.00
6	24" Plug Valves		8	EA	21,000.00	163,800.00
7	Air Release Valve Assembly and Vault		8	EA	24,000.00	187,200.00
8	Connection to Pump Station 1 (includes emergency by-pass pumping)		1	LS	80,000.00	80,000.00
9	Existing Force Main Connection to Force Main 2		1	LS	80,000.00	80,000.00
10	Sodding		8,667	SY	10.00	86,670.00
11	Pavement Repair and Road Restoration (Base & Resurface)		8,667	SY	90.00	780,100.00
12	Pavement Repair and Road Restoration (Mill & Resurface)		17,333	SY	25.00	433,400.00
13	Sidewalk/Concrete Driveway Restoration		4,334	SY	55.00	238,400.00
					SUBTOTAL	\$ 4,925,270.00
HOTEL DISTRICT LIFT STATION 1 IMPROVEMENTS						
1	Engineering Design Fees		1	LS	120,000.00	120,000.00
2	Mobilization		1	LS	55,539.00	55,539.00
3	Maintenance of Traffic		1	LS	55,539.00	55,539.00
4	Miscellaneous Work and Cleanup		1	LS	50,490.00	50,490.00
5	Lift Station Construction		1	EA	320,000.00	320,000.00
6	Bypass Pumping 3 HP -5 HP		1	LS	40,000.00	40,000.00
7	8" PVC Gravity Main		100	LF	150.00	15,000.00
8	Grout Fill Existing 8" Gravity Main (Flowable Fill)		20	CY	145.00	2,900.00
9	Force Main Installation - 8" HDPE (HDD)		120	LF	100.00	12,000.00
10	New Force Main Connection to Existing Forcemain		1	LS	80,000.00	80,000.00
11	Sodding		20	SY	10.00	200.00
12	Pavement Repair and Road Restoration (Base & Resurface)		100	SY	90.00	9,000.00
13	Pavement Repair and Road Restoration (Mill & Resurface)		100	SY	25.00	2,500.00
14	Sidewalk/Concrete Driveway Restoration		60	SY	55.00	3,300.00
15	Precast Manholes		2	EA	10,000.00	20,000.00
					SUBTOTAL	\$ 786,468.00
					TOTAL	\$ 5,711,738.00
Forcemain 2 Extension Assumptions:						
Mobilization and Maintenance of Traffic assumed as 10% of total cost of items 4-13.						
Item 4						
- Unit price based on bid solicitation for Manatee County's Force Main 34A Replacement Project. - Project was similar in size regarding the linear footage of force main constructed.						
Item 5						
- Unit price based on bid solicitation for Manatee County's Tara 20 Force Main Replacement Project. - Quantity based on alignment that follows parallel to the existing gravity sewer along Gulf Winds and Boca Ciega Drive with open cut construction.						
Items 6-7						
- Unit price based on on bid solicitation for Town of Palm Beach and City of West Palm Beach North Flagler Drive, 23rd Street, 22nd Street and Currie Park Force Main Improvements Project - Quantity based on installation every 1,000 linear feet of force main.						
Items 8-9						
Unit price based on on bid solicitation for Town of Palm Beach and City of West Palm Beach North Flagler Drive, 23rd Street, 22nd Street and Currie Park Force Main Improvements Project						
Items 10-12						
- Unit price based on bid solicitation for St. Pete Beach Force Main 3 Project - Quantity for item 9 based on sodding for the length of the force main assuming a 10 foot wide trench (approximately 1.1 SY of sodding per linear foot of force main installed) - Quantity for item 10 based on an area the length of the force main assuming a 10 foot wide trench (approximately 1.1 SY of restoration per linear foot of force main installed) - Quantity for item 11 based on an area the length of the force main assuming a 30 foot wide roadway excluding pavement replacement (approximately 2.2 SY of restoration per linear foot of force main installed)						

Prepared By:

Kimley»Horn

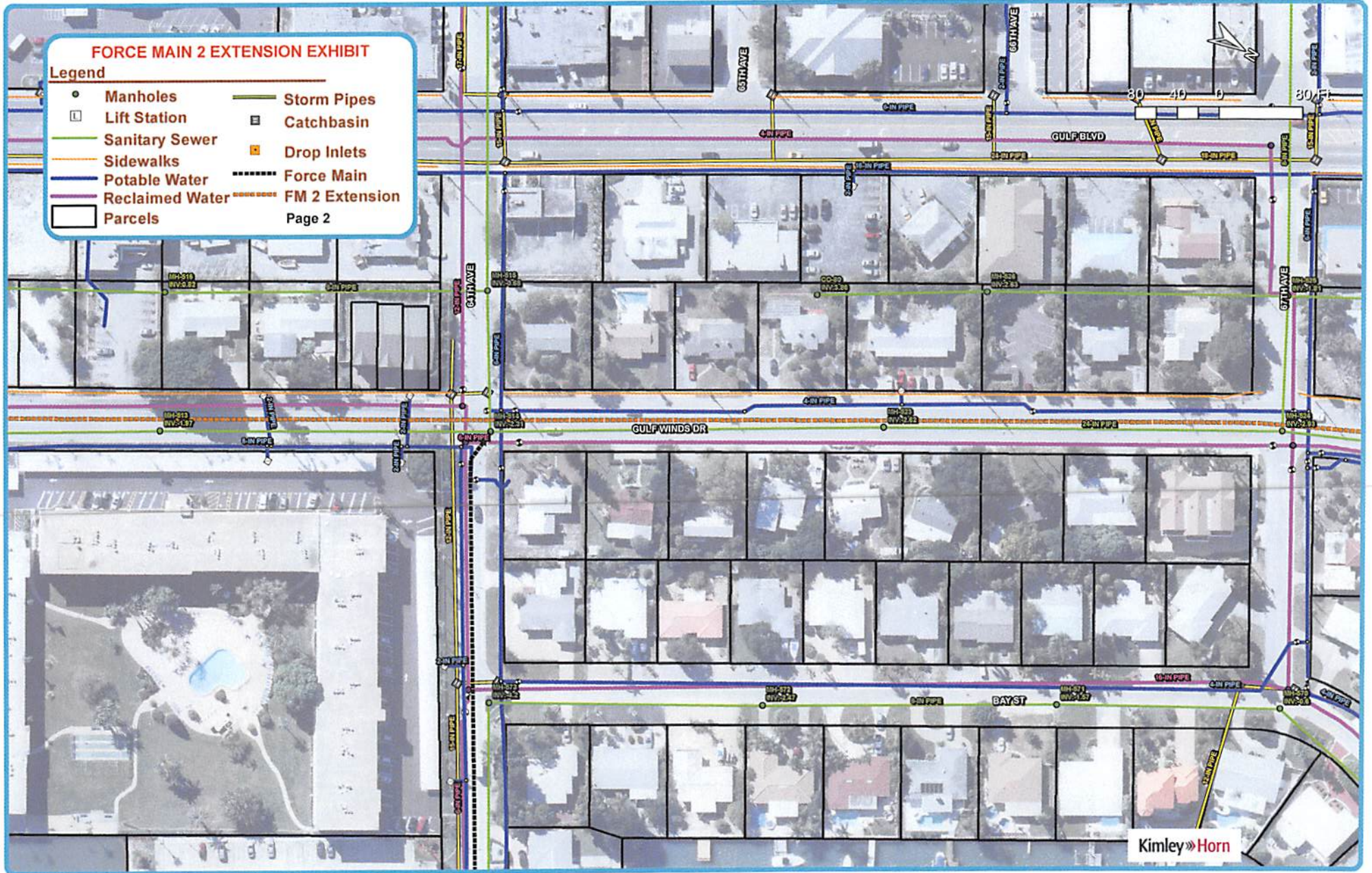
OPINION OF PROBABLE CONSTRUCTION COSTS ST. PETE BEACH SEWER SYSTEM IMPROVEMENTS				
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
<i>(restoration per linear foot of force main installed)</i> Item 13 - Unit price based on bid solicitation for Manatee County's 51st Street West Gravity Sewer Replacement Project - Quantity based on the length of the force main assuming 5 foot wide sidewalk (approximately 0.56 SY of restoration per linear foot of force main installed)				
Hotel District Assumptions: Mobilization, Maintenance of Traffic, and Miscellaneous Work and Cleanup assumed as 10% of total cost of items 4-15.				
Item 5 - Unit price based on bid solicitation for the Pinellas County Lift Station Rehabilitation Contract and quotes from U.S. Pipe - Cost assumes property acquisition will not be required				
Items 6 Unit price based on bid solicitation for the Pinellas County Lift Station Rehabilitation Contract.				
Items 7 Unit price based on bid solicitation for the Pinellas County Lift Station Rehabilitation Contract; additional cost was added due to complexity of construction and depth of gravity main.				
Items 8 Unit price based on bid solicitation for the Pinellas County Lift Station Rehabilitation Contract				
Items 9 Unit price based on bid solicitation for Manatee County's Forcemain 14 Replacement, additional cost added to include fittings				
Item 10 Unit price based on on bid solicitation for Town of Palm Beach and City of West Palm Beach North Flagler Drive, 23rd Street, 22nd Street and Currie Park Force Main Improvements Project				
Items 11-13 - Unit price based on bid solicitation for St. Pete Beach Force Main 3 Project - Quantity for item 11 based on sodding for the length of gravity main replacement assuming a 10 foot wide trench (approximately 1.1 SY of sodding per linear foot of force main installed) - Quantity for item 12 based on an area the length of gravity main replacement assuming a 10 foot wide trench (approximately 1.1 SY of restoration per linear foot of force main installed) - Quantity for item 13 based on an area the length of gravity main replacement assuming a 30 foot wide roadway excluding pavement replacement (approximately 2.2 SY of restoration per linear foot of force main installed)				
Item 14 - Unit price based on bid solicitation for Manatee County's 51st Street West Gravity Sewer Replacement Project - Quantity based on the length of gravity main replacement assuming 5 foot wide sidewalk (approximately 0.56 SY of restoration per linear foot of force main installed)				
Item 15 Unit price based on bid solicitation for Manatee County's Forcemain 1A, 2A and 16A Replacement Project.				
<i>The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.</i>				

FORCE MAIN 2 EXTENSION EXHIBIT

Legend

- Manholes
- Lift Station
- Sanitary Sewer
- Sidewalks
- Potable Water
- Reclaimed Water
- Parcels
- Storm Pipes
- Catchbasin
- Drop Inlets
- Force Main
- FM 2 Extension

Page 2

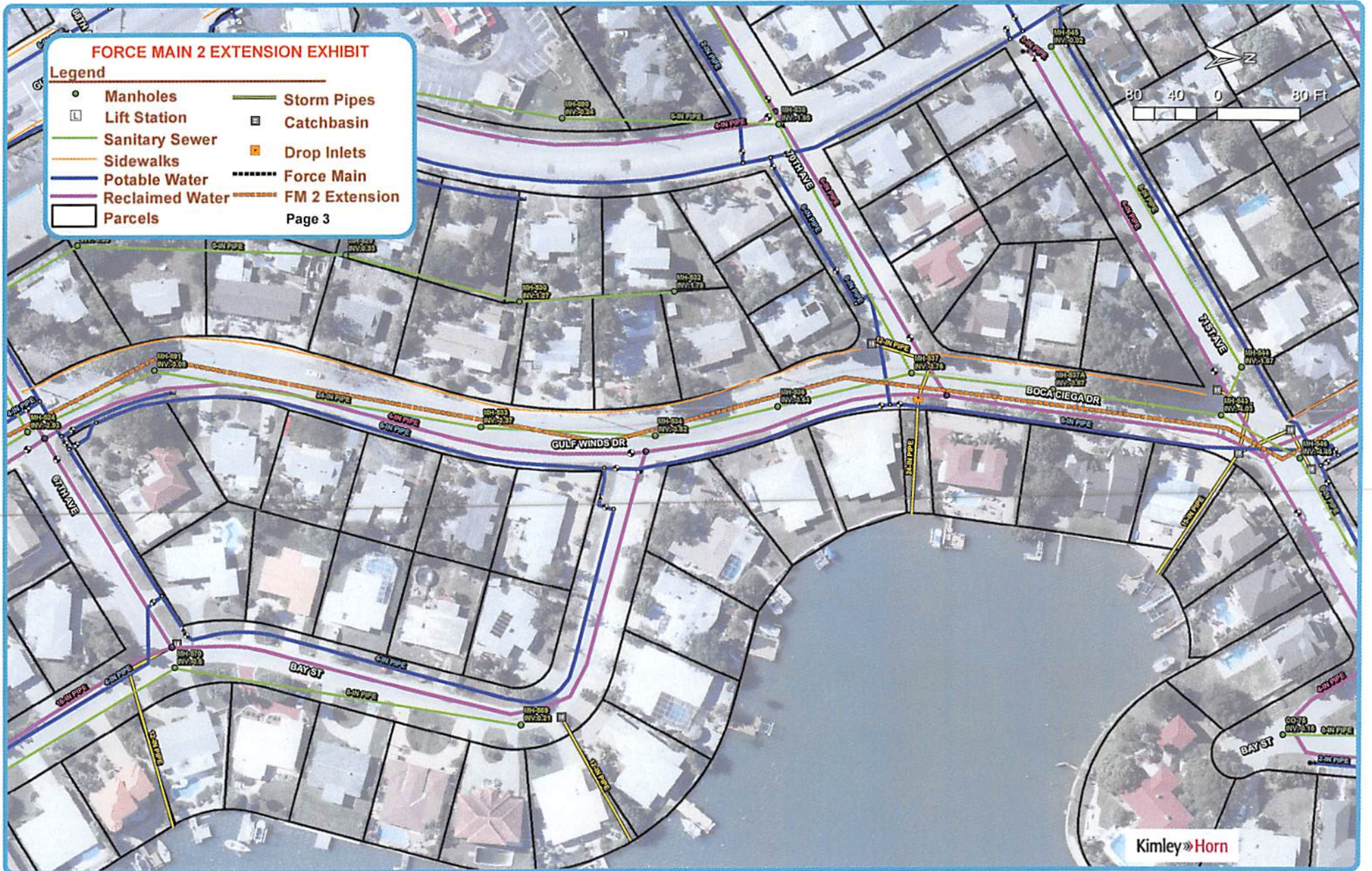


FORCE MAIN 2 EXTENSION EXHIBIT

Legend

- | | |
|-------------------|------------------|
| ● Manholes | — Storm Pipes |
| □ Lift Station | ■ Catchbasin |
| — Sanitary Sewer | ■ Drop Inlets |
| — Sidewalks | — Force Main |
| — Potable Water | — FM 2 Extension |
| — Reclaimed Water | |
| □ Parcels | |

Page 3

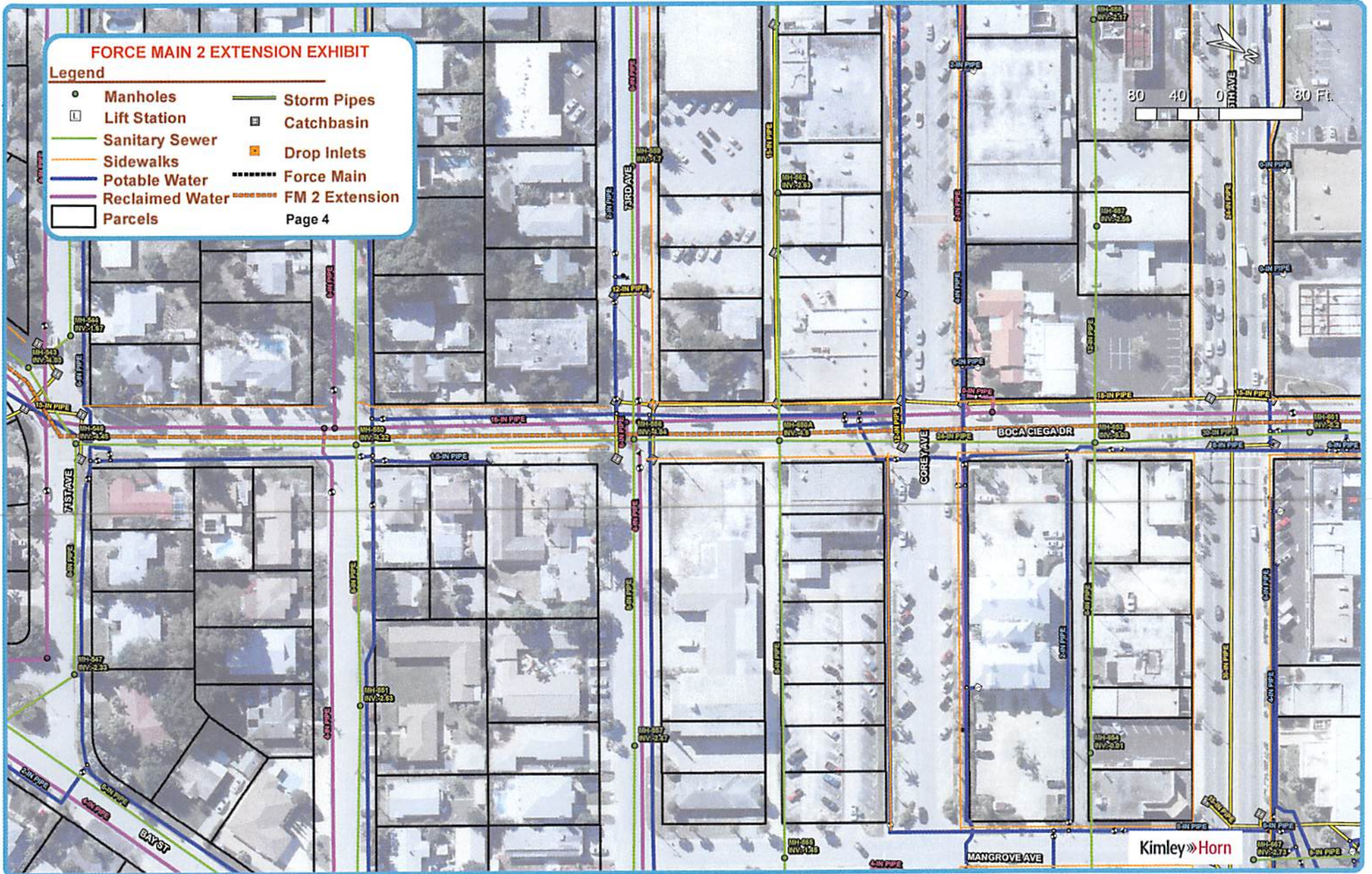


FORCE MAIN 2 EXTENSION EXHIBIT

Legend

- | | |
|-------------------|------------------|
| ● Manholes | — Storm Pipes |
| □ Lift Station | ■ Catchbasin |
| — Sanitary Sewer | ■ Drop Inlets |
| — Sidewalks | — Force Main |
| — Potable Water | — FM 2 Extension |
| — Reclaimed Water | |
| □ Parcels | |

Page 4



Legend

- Page 5

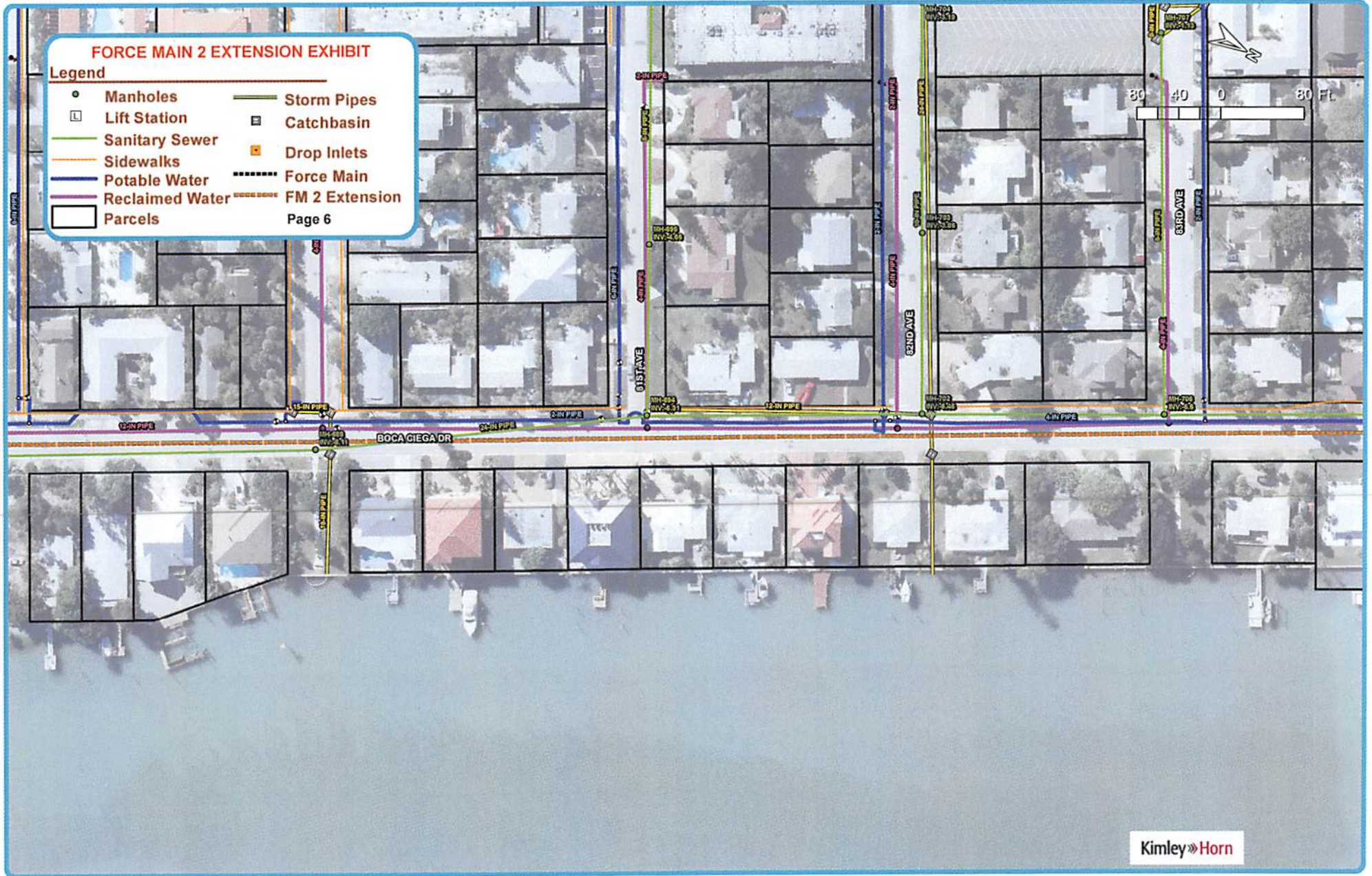


FORCE MAIN 2 EXTENSION EXHIBIT

Legend

- | | |
|-------------------|------------------|
| ● Manholes | — Storm Pipes |
| □ Lift Station | ■ Catchbasin |
| — Sanitary Sewer | ■ Drop Inlets |
| — Sidewalks | — Force Main |
| — Potable Water | — FM 2 Extension |
| — Reclaimed Water | |
| □ Parcels | |

Page 6

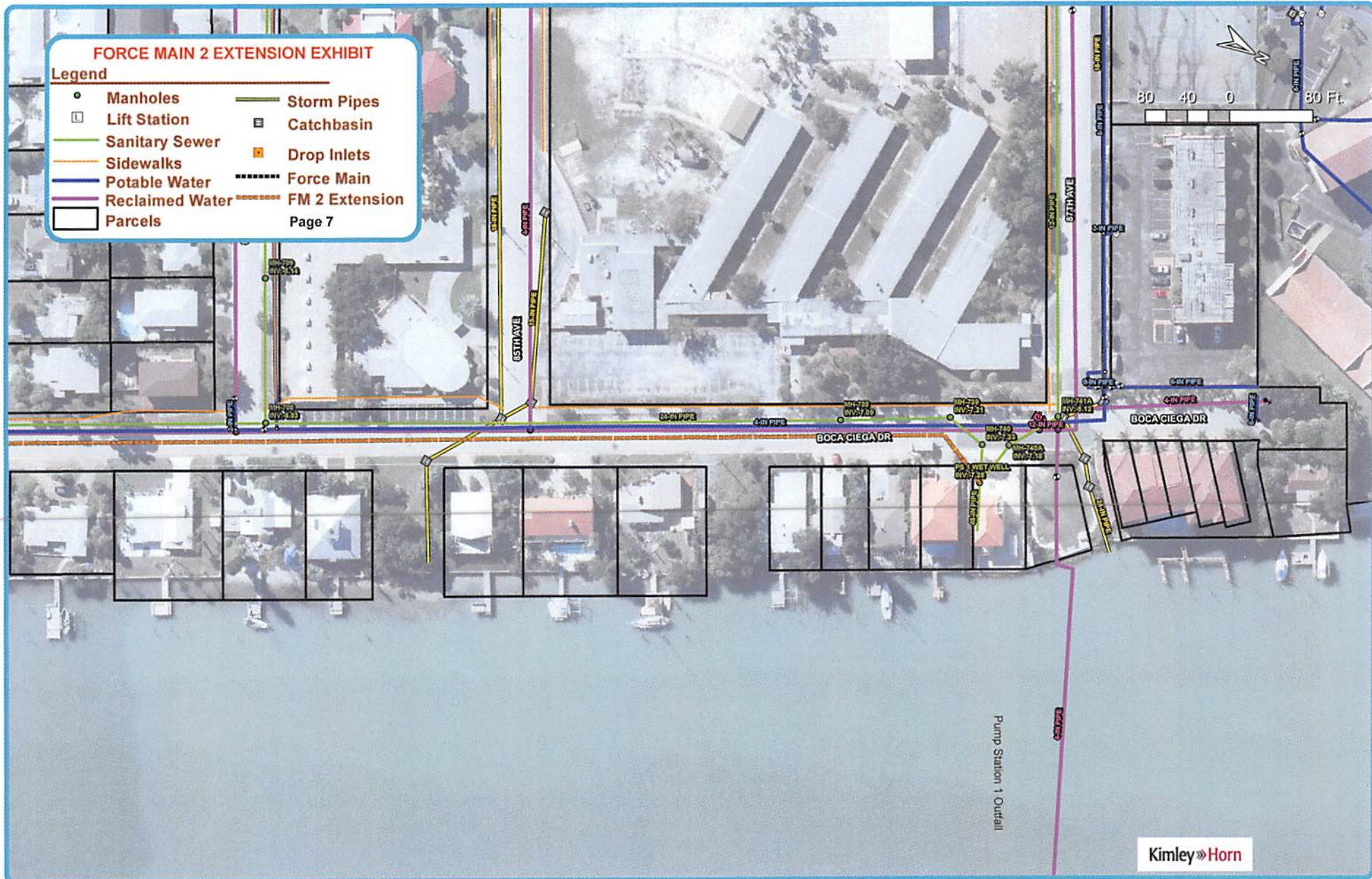


FORCE MAIN 2 EXTENSION EXHIBIT

Legend

- | | |
|-------------------|------------------|
| ● Manholes | — Storm Pipes |
| □ Lift Station | ■ Catchbasin |
| — Sanitary Sewer | ■ Drop Inlets |
| — Sidewalks | — Force Main |
| — Potable Water | — FM 2 Extension |
| — Reclaimed Water | |
| □ Parcels | |

Page 7

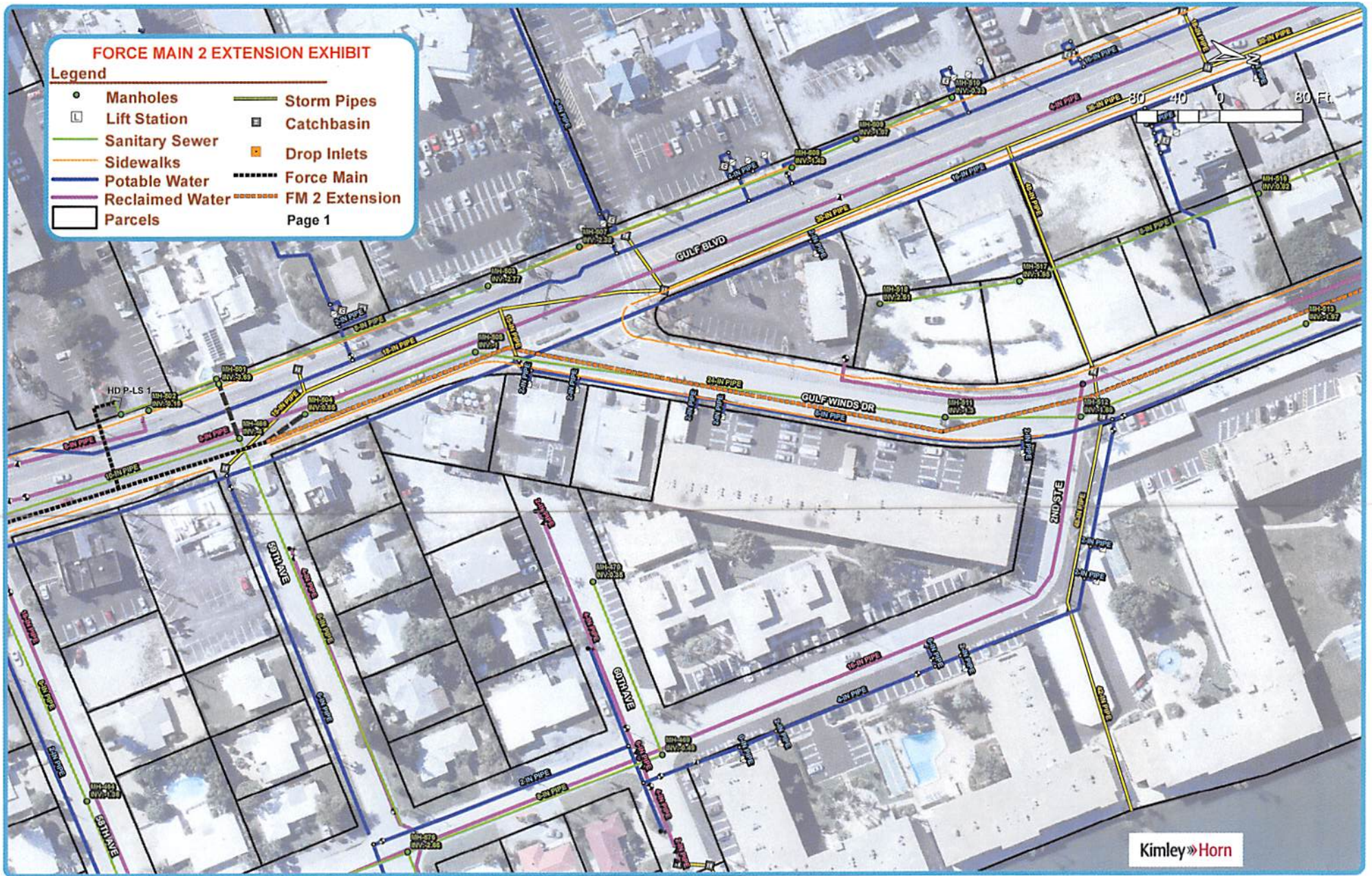


FORCE MAIN 2 EXTENSION EXHIBIT

Legend

- | | |
|-------------------|------------------|
| ● Manholes | — Storm Pipes |
| Ⓛ Lift Station | ■ Catchbasin |
| — Sanitary Sewer | ■ Drop Inlets |
| — Sidewalks | — Force Main |
| — Potable Water | — FM 2 Extension |
| — Reclaimed Water | |
| ▭ Parcels | |

Page 1



Hotel District Lift Station 1 Improvements

Legend

- Manhole
- Lift Station
- Gravity Sewer
- Existing Force Main
- Prop. Gravity Main
- Prop. Force Main
- Prop. Manhole
- Grouted and Abandoned

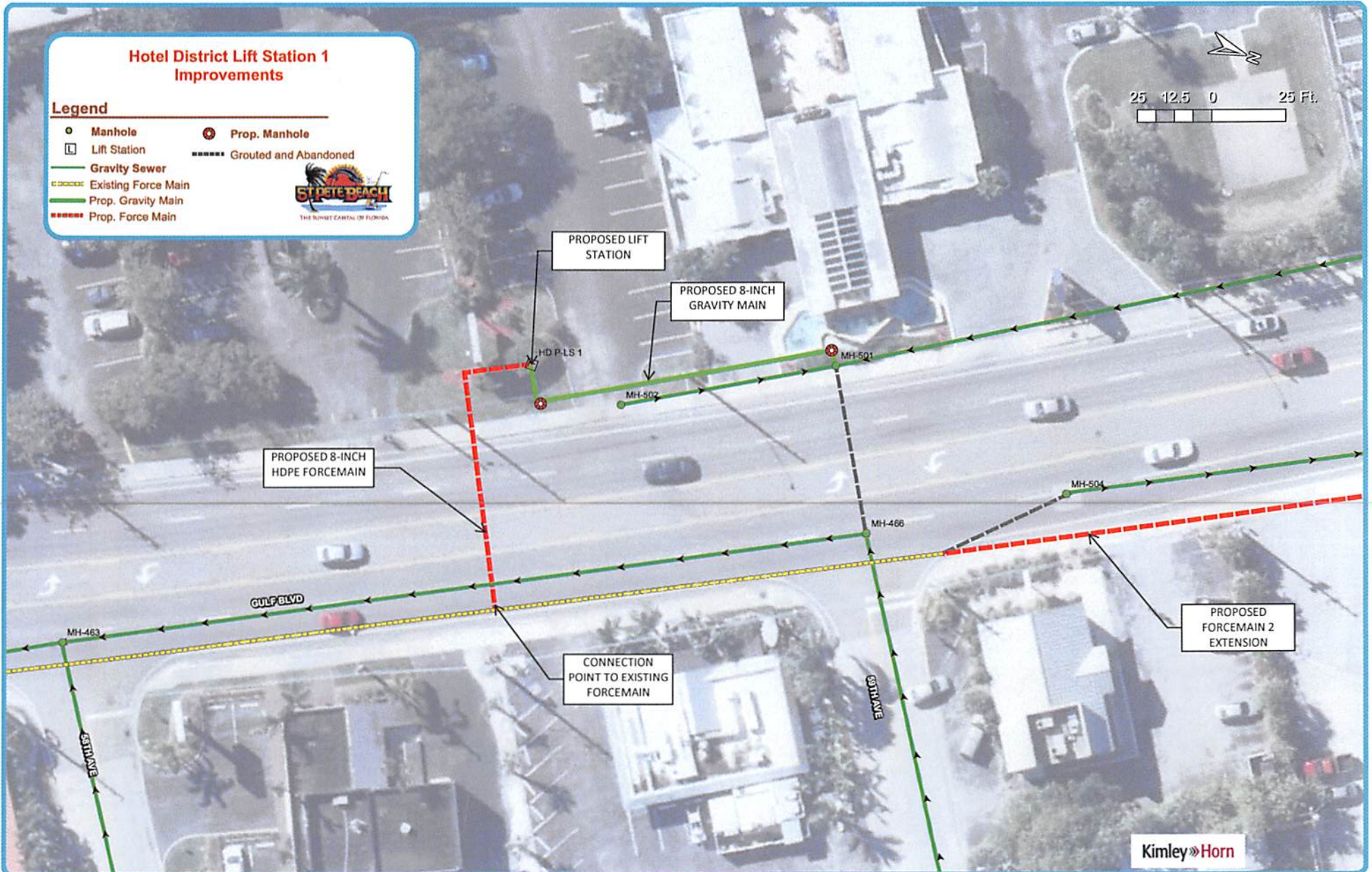


EXHIBIT "D"
UNIFIED SITE DESCRIPTION

LEGAL DESCRIPTION:

PER COMMITMENT FOR TITLE INSURANCE BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO. 4654457, EFFECTIVE DATE: MARCH 08, 2014 AT 5:00 PM REVISION 2 (3-20-2014).

PARCEL 1: (TRADEWINDS)

LOT 2, BRIGHTWATERS BEACH HOTEL REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 31, PAGE 33, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND

THAT CERTAIN TRACT OF LAND LYING BETWEEN THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO AND THE WESTERLY BOUNDARY OF STATE ROAD #699 (GULF BOULEVARD), THE NORTHERLY BOUNDARY OF SAID TRACT BEING 299.92 FEET AT RIGHT ANGLES SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF TEXAS AVENUE (58TH AVENUE), AS RECORDED IN PLAT OF ST. PETERSBURG BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 20, PAGE 11, AND THE SOUTHERLY BOUNDARY OF SAID TRACT BEING THE NORTH LINE OF SAID LOT 2, BRIGHTWATERS BEACH HOTEL REPLAT, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND

UNITS CU-1, CU-2, CU-3, CU-4, CU-3257, CU-4257, CU-5257, CU-6257, CU-7248, CU-7257 AND CU-8248 WHICH ARE INCLUDED IN PARCEL 1, ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 13930, PAGE 2178, AS AMENDED BY FIRST AMENDMENT, RECORDED IN OFFICIAL RECORDS BOOK 13984, PAGE 1879; SECOND AMENDMENT, RECORDED IN OFFICIAL RECORDS BOOK 14238, PAGE 826; THIRD AMENDMENT, RECORDED IN OFFICIAL RECORDS BOOK 14405, PAGE 1725, AND FOURTH AMENDMENT, RECORDED IN OFFICIAL RECORDS BOOK 14541, PAGE 918, AND ALL AMENDMENTS THERETO, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

TOGETHER WITH EASEMENT RIGHTS CREATED BY RECIPROCAL EASEMENTS WITH COVENANTS TO SHARE COSTS FOR THE JACARANDA BUILDING, RECORDED IN OFFICIAL RECORDS BOOK 13930, PAGE 2130, AND EASEMENT RIGHTS CREATED BY THE DECLARATION OF CONDOMINIUM OF JACARANDA BEACH VILLAS CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 13930, PAGE 2178 AS AMENDED, AND EASEMENT RIGHTS CREATED BY THE AMENITIES AND FACILITIES ACCESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 13930, PAGE 2078, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

ALL BEING A PART OF GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 32 SOUTH, RANGE 15 EAST, AND A PART OF SECTION 6, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA.

LESS AND EXCEPT:

ALL OF JACARANDA BEACH VILLAS CONDOMINIUM OTHER THAN UNITS CU-1, CU-2, CU-3, CU-4, CU-3257, CU-4257, CU-5257, CU-6257, CU-7248, CU-7257 AND CU-8248 WHICH ARE INCLUDED IN PARCEL 1, ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 13930, PAGE 2178, AS AMENDED BY FIRST AMENDMENT, RECORDED IN OFFICIAL RECORDS BOOK 13984, PAGE 1879; SECOND AMENDMENT, RECORDED IN OFFICIAL RECORDS BOOK 14238, PAGE 826; THIRD AMENDMENT, RECORDED IN OFFICIAL RECORDS BOOK 14405, PAGE 1725, AND FOURTH AMENDMENT, RECORDED IN OFFICIAL RECORDS BOOK 14541, PAGE 918, AND ALL AMENDMENTS THERETO, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

PARCEL 2: (BRECKENRIDGE)

A TRACT OF LAND LYING BETWEEN PARALLEL LINES 299.92 FEET APART AND LYING BETWEEN THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO AND THE WESTERLY BOUNDARY OF STATE ROAD 699 (FORMERLY STATE ROAD 233) (GULF BOULEVARD); THE SOUTHERLY BOUNDARY OF SAID STRIP OF LAND BEING 299.92 FEET AT RIGHT ANGLES SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY LINE OF TEXAS AVENUE (58TH AVENUE) IN ST. PETERSBURG BEACH, FIRST ADDITION, AS SHOWN BY PLAT BOOK 20, PAGE 11, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; AND THE NORTHERLY BOUNDARY OF SAID STRIP OF LAND BEING THE SOUTH LINE OF TEXAS AVENUE ON SAID PLAT.

ALSO A TRACT OF LAND LYING BETWEEN PARALLEL LINES 3 FEET APART AT RIGHT ANGLES, EXTENDING FROM THE WESTERLY RIGHT-OF-WAY BOUNDARY LINE OF FIFTH STREET (GULF BOULEVARD) TO THE WATERS OF THE GULF OF MEXICO, THE SOUTHEASTERLY BOUNDARY OF WHICH BEING THE SOUTHEASTERLY BOUNDARY OF TEXAS AVENUE, AND TEXAS AVENUE EXTENDED TO THE WATERS OF THE GULF OF MEXICO, AS SAID AVENUE IS SHOWN UPON THE PLAT OF ST. PETERSBURG BEACH, FIRST ADDITION, AS RECORDED IN PLAT BOOK 20, PAGE 11, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND WHICH HAS BEEN VACATED BY RESOLUTION RECORDED IN DEED BOOK 1489, PAGE 130, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID LAND LYING IN SECTION 1, TOWNSHIP 32 SOUTH, RANGE 15 EAST, AND SECTION 6, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA.

LESS AND EXCEPT THEREFROM THAT PORTION CONVEYED TO BRECKENRIDGE DEVELOPMENT, INC., A FLORIDA CORPORATION BY SPECIAL WARRANTY DEED, RECORDED DECEMBER 5, 2012 IN OFFICIAL RECORDS BOOK 17809, PAGE 488, DESCRIBED AS FOLLOWS:

BRECKENRIDGE BEACH VILLAS CONDO PHASE 1:

THAT CERTAIN AIRSPACE AND CERTAIN NON-EXCLUDED INFRASTRUCTURE CONTAINED WITHIN THE SECOND FLOOR OF A BUILDING (THE "BUILDING") MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BUILDING FOOTPRINT DESCRIPTION:

THE BUILDING IS LOCATED ON A PARCEL OF LAND BEING A PORTION OF PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 13930, PAGE 1951 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID LANDS BEING THAT PROPERTY LYING BETWEEN THE SOUTH LINE OF TEXAS AVENUE AS SHOWN ON THE PLAT OF ST. PETERSBURG BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 20, PAGE 11 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND A LINE LYING 299.92 FEET SOUTH OF, AND PARALLEL WITH, THE SOUTH LINE OF TEXAS AVENUE, TOGETHER WITH THE SOUTH 3.00 FEET OF SAID TEXAS AVENUE, SAID LANDS LYING BETWEEN THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO AND THE WEST RIGHT OF WAY LINE OF GULF BOULEVARD (STATE ROAD 699), AND WHICH PARCEL OF LAND CONTAINS THE BUILDING HAVING A FOOTPRINT LEGALLY DESCRIBED AS FOLLOWS (THE BUILDING FOOTPRINT):

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF GULF BOULEVARD (STATE ROAD 699) WITH THE NORTH LINE OF PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 13930, PAGE 1951 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE RUN SOUTH 57 DEGREES 18 MINUTES 10 SECONDS WEST ALONG SAID NORTH LINE OF PROPERTY, A DISTANCE OF 584.92 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 32 DEGREES 41 MINUTES 50 SECONDS EAST, A DISTANCE OF 13.21 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 32 DEGREES 44 MINUTES 15 SECONDS EAST, A DISTANCE OF 114.31 FEET; THENCE RUN NORTH 57 DEGREES 15 MINUTES 45 SECONDS EAST, A DISTANCE OF 17.00 FEET; THENCE RUN SOUTH 32 DEGREES 44 MINUTES 15 SECONDS EAST, A DISTANCE OF 29.75 FEET; THENCE RUN SOUTH 57 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 17.00 FEET; THENCE RUN SOUTH 32 DEGREES 44 MINUTES 15 SECONDS EAST, A DISTANCE OF 129.27 FEET; THENCE RUN SOUTH 57 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 69.33 FEET; THENCE RUN NORTH 32 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 33.17 FEET; THENCE RUN NORTH 57 DEGREES 15 MINUTES 45 SECONDS EAST, A DISTANCE OF 5.00 FEET; THENCE RUN NORTH 32 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 56.90 FEET; THENCE RUN SOUTH 57 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 2.00 FEET; THENCE RUN NORTH 32 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 93.30 FEET; THENCE RUN NORTH 57 DEGREES 15 MINUTES 45 SECONDS EAST, A DISTANCE OF 2.00 FEET; THENCE RUN NORTH 32 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 56.79 FEET; THENCE RUN SOUTH 57 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 5.00 FEET; THENCE RUN NORTH 32 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 33.17 FEET; THENCE RUN NORTH 57 DEGREES 15 MINUTES 45 SECONDS EAST, A DISTANCE OF 69.33 FEET TO THE POINT OF BEGINNING.

SECOND FLOOR AIRSPACE DESCRIPTION:

THE PROPERTY CONSISTS OF CERTAIN AIRSPACE WITHIN THE SECOND FLOOR OF THE BUILDING ("SECOND FLOOR AIRSPACE") AND CERTAIN INTERIOR INFRASTRUCTURE IMPROVEMENTS THEREIN, WHICH SECOND FLOOR AIRSPACE HAS THE FOLLOWING BOUNDARIES:

PERIMETER BOUNDARIES:

THE IMAGINARY VERTICAL PLANES FORMED BY AND ADJACENT TO THE INTERIOR UNFINISHED SURFACES OF THE WALLS THAT BOUND THE SECOND FLOOR AIRSPACE AS MORE PARTICULARLY DEPICTED ON EXHIBIT "B" ATTACHED TO THE DEED IN OFFICIAL RECORDS BOOK 17809, PAGE 488 (PERIMETER BOUNDARIES").

LOWER BOUNDARY DESCRIPTION:

THE HIGHEST POINT OF THE UNFINISHED SURFACE OF THE SECOND FLOOR SLAB OF THE BUILDING, EXTENDED TO AN INTERSECTION WITH THE PERIMETER BOUNDARIES.

UPPER BOUNDARY DESCRIPTION:

THE LOWEST POINT OF THE UNFINISHED SURFACE OF THE SECOND FLOOR CEILING OF THE BUILDING, EXTENDED TO AN INTERSECTION WITH THE PERIMETER BOUNDARY.

THE PROPERTY ALSO INCLUDED CERTAIN INTERIOR INFRASTRUCTURE IMPROVEMENTS WITHIN THE SECOND FLOOR AIRSPACE CONSISTING SOLELY OF THE FOLLOWING: FINISHED SURFACES OF THE INTERIOR WALLS, FLOORS AND CEILINGS; INTERIOR WINDOWS AND DOORS; AND NON-BEARING OR NON-SHEAR WALLS. HOWEVER, THE PROPERTY SHALL NOT INCLUDE (A) THE "BUILDING COMMON AREAS AND SYSTEMS," AS DEFINED IN THAT CERTAIN RECIPROCAL EASEMENT WITH COVENANTS TO SHARE COSTS FOR THE BRECKENRIDGE BUILDING RECORDED IN OFFICIAL RECORDS BOOK 17809, PAGE 293, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND (B) THE LOAD-BEARING OR SHEAR WALLS LOCATED WITHIN THE BUILDING, WHICH ARE INCLUDED IN THE DEFINITION OF "BUILDING COMMON AREAS AND SYSTEMS," ALL OF WHICH ARE EXPRESSLY EXCLUDED FROM THE SECOND FLOOR AIRSPACE.

ALSO LESS AND EXCEPT FROM SAID PARCEL 2, THAT CERTAIN PORTION CONVEYED TO BRECKENRIDGE DEVELOPMENT, INC., A FLORIDA CORPORATION BY SPECIAL WARRANTY DEED, RECORDED JULY 3, 2013 IN OFFICIAL RECORDS BOOK 18070, PAGE 694, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BRECKINRIDGE BEACH VILLAS PHASE 2:

THAT CERTAIN AIRSPACE AND CERTAIN NON-EXCLUDED INFRASTRUCTURE CONTAINED WITHIN THE THIRD FLOOR OF A BUILDING (THE "BUILDING") MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BUILDING FOOTPRINT DESCRIPTION:

THE BUILDING IS LOCATED ON A PARCEL OF LAND BEING A PORTION OF PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 13930, PAGE 1951 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID LANDS BEING THAT PROPERTY LYING BETWEEN THE SOUTH LINE OF TEXAS AVENUE AS SHOWN ON THE PLAT OF ST. PETERSBURG BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 20, PAGE 11 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND A LINE LYING 299.92 FEET SOUTH OF, AND PARALLEL WITH, THE SOUTH LINE OF TEXAS AVENUE, TOGETHER WITH THE SOUTH 3.00 FEET OF SAID TEXAS AVENUE, SAID LANDS LYING BETWEEN THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO AND THE WEST RIGHT OF WAY LINE OF GULF BOULEVARD (STATE ROAD 699), AND WHICH PARCEL OF LAND CONTAINS THE BUILDING HAVING A FOOTPRINT LEGALLY DESCRIBED AS FOLLOWS (THE BUILDING FOOTPRINT):

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF GULF BOULEVARD (STATE ROAD 699) WITH THE NORTH LINE OF PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 13930, PAGE 1951 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE RUN SOUTH 57 DEGREES 18 MINUTES 10 SECONDS WEST ALONG SAID NORTH LINE OF PROPERTY, A DISTANCE OF 584.92 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 32 DEGREES 41 MINUTES 50 SECONDS EAST, A DISTANCE OF 13.21 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 32 DEGREES 44 MINUTES 15 SECONDS EAST, A DISTANCE OF 114.31 FEET; THENCE RUN NORTH 57 DEGREES 15 MINUTES 45 SECONDS EAST, A DISTANCE OF 17.00 FEET; THENCE RUN SOUTH 32 DEGREES 44 MINUTES 15 SECONDS EAST, A DISTANCE OF 29.75 FEET; THENCE RUN SOUTH 57 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 17.00 FEET; THENCE RUN SOUTH 32 DEGREES 44 MINUTES 15 SECONDS EAST, A DISTANCE OF 129.27 FEET; THENCE RUN SOUTH 57 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 69.33 FEET; THENCE RUN NORTH 32 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 33.17 FEET; THENCE RUN NORTH 57 DEGREES 15 MINUTES 45 SECONDS EAST, A DISTANCE OF 5.00 FEET; THENCE RUN NORTH 32 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 56.90 FEET; THENCE RUN SOUTH 57 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 2.00 FEET; THENCE RUN NORTH 32 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 93.30 FEET; THENCE RUN NORTH 57 DEGREES 15 MINUTES 45 SECONDS EAST, A DISTANCE OF 2.00 FEET; THENCE RUN NORTH 32 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 56.79 FEET; THENCE RUN SOUTH 57 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 5.00 FEET; THENCE RUN NORTH 32 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 33.17 FEET; THENCE RUN NORTH 57 DEGREES 15 MINUTES 45 SECONDS EAST, A DISTANCE OF 69.33 FEET TO THE POINT OF BEGINNING.

THIRD FLOOR AIRSPACE DESCRIPTION:

THE PROPERTY CONSISTS OF CERTAIN AIRSPACE WITHIN THE THIRD FLOOR OF THE BUILDING ("THIRD FLOOR AIRSPACE") AND CERTAIN INTERIOR INFRASTRUCTURE IMPROVEMENTS THEREIN, WHICH THIRD FLOOR AIRSPACE HAS THE FOLLOWING BOUNDARIES:

PERIMETER BOUNDARIES:

THE IMAGINARY VERTICAL PLANES FORMED BY AND ADJACENT TO THE INTERIOR UNFINISHED SURFACES OF THE WALLS THAT BOUND THE THIRD FLOOR AIRSPACE AS MORE PARTICULARLY DEPICTED ON EXHIBIT "B" ATTACHED TO THE DEED IN OFFICIAL RECORDS BOOK 18070, PAGE 694 (PERIMETER BOUNDARIES").

LOWER BOUNDARY DESCRIPTION:

THE HIGHEST POINT OF THE UNFINISHED SURFACE OF THE THIRD FLOOR SLAB OF THE BUILDING, EXTENDED TO AN INTERSECTION WITH THE PERIMETER BOUNDARIES.

UPPER BOUNDARY DESCRIPTION:

THE LOWEST POINT OF THE UNFINISHED SURFACE OF THE THIRD FLOOR CEILING OF THE BUILDING, EXTENDED TO AN INTERSECTION WITH THE PERIMETER BOUNDARY.

THE PROPERTY ALSO INCLUDES CERTAIN INTERIOR INFRASTRUCTURE IMPROVEMENTS WITHIN THE THIRD FLOOR AIRSPACE CONSISTING SOLELY OF THE FOLLOWING: FINISHED SURFACES OF THE INTERIOR WALLS, FLOORS AND CEILINGS; INTERIOR WINDOWS AND DOORS; AND NON-BEARING OR NON-SHEAR WALLS. HOWEVER, THE PROPERTY SHALL NOT INCLUDE (A) THE "BUILDING COMMON AREAS AND SYSTEMS," AS DEFINED IN THAT CERTAIN RECIPROCAL EASEMENT WITH COVENANTS TO SHARE COSTS FOR THE BRECKENRIDGE BUILDING RECORDED IN OFFICIAL RECORDS BOOK 17809, PAGE 293, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND (B) THE LOAD-BEARING OR SHEAR WALLS LOCATED WITHIN THE BUILDING, WHICH ARE INCLUDED IN THE DEFINITION OF "BUILDING COMMON AREAS AND SYSTEMS," ALL OF WHICH ARE EXPRESSLY EXCLUDED FROM THE THIRD FLOOR AIRSPACE.

ALSO LESS AND EXCEPT FROM PARCEL 2 HEREIN:

THAT CERTAIN AIRSPACE AND CERTAIN NON-EXCLUDED INFRASTRUCTURE CONTAINED WITHIN THE FOURTH FLOOR OF A BUILDING (THE "BUILDING") MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BUILDING FOOTPRINT DESCRIPTION:

THE BUILDING IS LOCATED ON A PARCEL OF LAND BEING A PORTION OF PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 13930, PAGE 1951 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID LANDS BEING THAT PROPERTY LYING BETWEEN THE SOUTH LINE OF TEXAS AVENUE AS SHOWN ON THE PLAT OF ST. PETERSBURG BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 20, PAGE 11 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND A LINE LYING 299.92 FEET SOUTH OF, AND PARALLEL WITH, THE SOUTH LINE OF TEXAS AVENUE, TOGETHER WITH THE SOUTH 3.00 FEET OF SAID TEXAS AVENUE, SAID LANDS LYING BETWEEN THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO AND THE WEST RIGHT OF WAY LINE OF GULF BOULEVARD (STATE ROAD 699), AND WHICH PARCEL OF LAND CONTAINS THE BUILDING HAVING A FOOTPRINT LEGALLY DESCRIBED AS FOLLOWS (THE "BUILDING FOOTPRINT"):

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF GULF BOULEVARD (STATE ROAD 699) WITH THE NORTH LINE OF PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 13930, PAGE 1951 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE RUN S57°18'10"W ALONG SAID NORTH LINE OF PROPERTY, A DISTANCE OF 584.92 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S32°41'50"E, A DISTANCE OF 13.21 FEET TO THE POINT OF BEGINNING; THENCE RUN S32°44'15"E, A DISTANCE OF 114.31 FEET; THENCE RUN N57°15'45"E, A DISTANCE OF 17.00 FEET; THENCE RUN S32°44'15"E, A DISTANCE OF 29.75 FEET; THENCE RUN S57°15'45"W, A DISTANCE OF 17.00 FEET; THENCE RUN S32°44'15"E, A DISTANCE OF 129.27 FEET; THENCE RUN S57°15'45"W, A DISTANCE OF 69.33 FEET; THENCE RUN N32°44'15"W, A DISTANCE OF 33.17 FEET; THENCE RUN N57°15'45"E, A DISTANCE OF 5.00 FEET; THENCE RUN N32°44'15"W, A DISTANCE OF 56.90 FEET; THENCE RUN S57°15'45"W, A DISTANCE OF 2.00 FEET; THENCE RUN N32°44'15"W, A DISTANCE OF 93.30 FEET; THENCE RUN N57°15'45"E, A DISTANCE OF 2.00 FEET; THENCE RUN N32°44'15"W, A DISTANCE OF 56.79 FEET; THENCE RUN S57°15'45"W, A DISTANCE OF 5.00 FEET; THENCE RUN N32°44'15"W, A DISTANCE OF 33.17 FEET; THENCE RUN N57°15'45"E, A DISTANCE OF 69.33 FEET TO THE POINT OF BEGINNING.

FOURTH FLOOR AIRSPACE DESCRIPTION:

THE PROPERTY CONSISTS OF CERTAIN AIRSPACE WITHIN THE FOURTH FLOOR OF THE BUILDING ("FOURTH FLOOR AIRSPACE") AND CERTAIN INTERIOR INFRASTRUCTURE IMPROVEMENTS THEREIN, WHICH FOURTH FLOOR AIRSPACE HAS THE FOLLOWING BOUNDARIES:

PERIMETER BOUNDARIES:

THE IMAGINARY VERTICAL PLANES FORMED BY AND ADJACENT TO THE INTERIOR UNFINISHED SURFACES OF THE WALLS THAT BOUND THE FOURTH FLOOR AIRSPACE AS MORE PARTICULARLY DEPICTED ON PAGE 667 OF THE DECLARATION OF CONDOMINIUM OF BRECKENRIDGE BEACH VILLAS CONDOMINIUM, DATED DECEMBER 5, 2012, RECORDED ON DECEMBER 5, 2012 IN OFFICIAL RECORDS BOOK 17809, PAGE 602, ("PERIMETER BOUNDARIES").

LOWER BOUNDARY DESCRIPTION:

THE HIGHEST POINT OF THE UNFINISHED SURFACE OF THE FOURTH FLOOR SLAB OF THE BUILDING, EXTENDED TO AN INTERSECTION WITH THE PERIMETER BOUNDARIES.

UPPER BOUNDARY DESCRIPTION:

THE LOWEST POINT OF THE UNFINISHED SURFACE OF THE FOURTH FLOOR CEILING OF THE BUILDING, EXTENDED TO AN INTERSECTION WITH THE PERIMETER BOUNDARY.

THE PROPERTY ALSO INCLUDES CERTAIN INTERIOR INFRASTRUCTURE IMPROVEMENTS WITHIN THE FOURTH FLOOR AIRSPACE CONSISTING SOLELY OF THE FOLLOWING: FINISHED SURFACES OF THE INTERIOR WALLS, FLOORS AND CEILINGS; INTERIOR WINDOWS AND DOORS; AND NON-BEARING OR NON-SHEAR WALLS. HOWEVER, THE PROPERTY SHALL NOT INCLUDE (A) THE "BUILDING COMMON AREAS AND SYSTEMS," AS DEFINED IN THAT CERTAIN RECIPROCAL EASEMENT WITH COVENANTS TO SHARE COSTS FOR THE BRECKENRIDGE BUILDING RECORDED IN OFFICIAL RECORDS BOOK 17809, PAGE 293, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND (B) THE LOAD-BEARING OR SHEAR WALLS LOCATED WITHIN THE BUILDING, WHICH ARE INCLUDED IN THE DEFINITION OF "BUILDING COMMON AREAS AND SYSTEMS," ALL OF WHICH ARE EXPRESSLY EXCLUDED FROM THE FOURTH FLOOR AIRSPACE.

PARCEL 3: (SANDPIPER)

NOT A PART OF THIS SURVEY

LEGAL DESCRIPTION:

PER COMMITMENT FOR TITLE INSURANCE BY FIRST AMERICAN TITLE INSURANCE COMPANY, AGENT FILE NO: 36536-0015, COMMITMENT DATE: AUGUST 04, 2014 AT 8:00 AM, REVISED AUGUST 25, 2014.

CORAL REEF: (also known as "SUGAR SANDS")

PARCEL I (FEE SIMPLE):

A TRACT OF LAND LYING BETWEEN PARALLEL LINES 242 FEET APART AT RIGHT ANGLES EXTENDING FROM THE WESTERLY RIGHT OF WAY LINE OF FIFTH STREET (GULF BOULEVARD) TO THE MEAN HIGH WATER LINE OF GULF OF MEXICO, THE SOUTHEASTERN BOUNDARY OF WHICH BEING A LINE 18 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHEASTERLY BOUNDARY OF TEXAS AVENUE AND TEXAS AVENUE EXTENDED TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO, AS SAID AVENUE IS SHOWN UPON THE PLAT OF ST. PETERSBURG BEACH SUBDIVISION FIRST ADDITION AS RECORDED IN PLAT BOOK 20, PAGE 11, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; SAID LAND INCLUDING ALL OF TRACT "A" OF "VON COURT'S REPLAT", ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 21, PAGE 68, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND A PART OF GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 32 SOUTH, RANGE 15 EAST, AND A PART OF GOVERNMENT LOT 1, SECTION 6, TOWNSHIP 32 SOUTH, RANGE 16 EAST; LESS AND EXCEPT RIGHT OF WAY FOR GULF BOULEVARD.

AND

THE NORTHWESTERLY 15 FEET OF THE FOLLOWING: A TRACT OF LAND LYING BETWEEN PARALLEL LINES 18 FEET APART AT RIGHT ANGLES EXTENDING FROM THE WESTERLY RIGHT OF WAY BOUNDARY LINE OF FIFTH STREET (GULF BOULEVARD) TO THE MEAN HIGH WATER LINE OF GULF OF MEXICO, THE SOUTHEASTERN BOUNDARY OF WHICH BEING THE SOUTHEASTERLY BOUNDARY OF TEXAS AVENUE AND TEXAS AVENUE EXTENDED TO THE MEAN HIGH WATER LINE OF GULF OF MEXICO, AS SAID AVENUE IS SHOWN ON THE PLAT OF ST. PETERSBURG BEACH SUBDIVISION FIRST ADDITION, AS RECORDED IN PLAT BOOK 20, PAGE 11, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA SAID LANDS LYING IN SECTION 1, TOWNSHIP 32 SOUTH, RANGE 15 EAST AND IN SECTION 6, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; LESS AND EXCEPT RIGHT OF WAY FOR GULF BOULEVARD.

LESS

A PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 32 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE EASTERN MOST CORNER OF "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE II" AS RECORDED IN CONDOMINIUM PLAT BOOK 68, PAGES 17 THROUGH 27, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N 57°11'48" E FOR 70.00 FEET; THENCE S 69°41'32" E FOR 65.63 FEET; THENCE S 32°48'12" E FOR 22.06 FEET; THENCE S 57°11'48" W FOR 122.42 FEET; THENCE N 34°55'27" W FOR 10.21 FEET; THENCE S 55°04'33" W FOR 21.18 FEET; THENCE S 34°55'27" E FOR 10.21 FEET; THENCE S 48°57'18" W FOR 76.02 FEET; THENCE S 38°48'04" E FOR 19.78 FEET; THENCE S 44°16'39" W FOR 3.59 FEET; THENCE N 38°48'04" W FOR 17.00 FEET; THENCE S 57°11'48" W FOR 38.89 FEET; THENCE N 32°48'12" W FOR 83.12 FEET; THENCE S 57°11'48" W FOR 39.78 FEET; THENCE N 32°48'12" W FOR 58.80 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE I" AS RECORDED IN CONDOMINIUM PLAT BOOK 66, PAGES 27 THROUGH 39, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID SOUTHEASTERLY BOUNDARY, AND THE SOUTHEASTERLY BOUNDARY OF SAID "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE II" THE FOLLOWING THREE (3) COURSES: 1) N 57°13'15" E FOR 94.61 FEET; 2) THENCE N 88°36'37" E FOR 99.92 FEET; 3) THENCE N 57°11'48" E FOR 11.42 FEET TO THE POINT OF BEGINNING.

ALSO LESS: "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE I" AS RECORDED IN CONDOMINIUM PLAT BOOK 66, PAGES 27 THROUGH 39, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

ALSO LESS: "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE II" AS RECORDED IN CONDOMINIUM PLAT BOOK 68, PAGES 17 THROUGH 27, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL II(EASEMENT ESTATE):

EASEMENT RIGHTS GRANTED IN DECLARATION OF RECIPROCAL EASEMENTS, RESTRICTIONS AND COVENANTS BY AND BETWEEN REEF RESORT CONDOMINIUM ASSOCIATION, INC. AND 5800 GULF HOLDINGS LLC RECORDED JULY 22, 2014 IN OFFICIAL RECORDS BOOK 18469, PAGE 2578, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

TOGETHER WITH: (OR 8960, PG 1488)

A PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 32 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE EASTERN MOST CORNER OF "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE II" AS RECORDED IN CONDOMINIUM PLAT BOOK 68, PAGES 17 THROUGH 27, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N 57°11'48" E FOR 70.00 FEET; THENCE S 69°41'32" E FOR 65.63 FEET; THENCE S 32°48'12" E FOR 22.06 FEET; THENCE S 57°11'48" W FOR 122.42 FEET; THENCE N 34°55'27" W FOR 10.21 FEET; THENCE S 55°04'33" W FOR 21.18 FEET; THENCE S 34°55'27" E FOR 10.21 FEET; THENCE S 48°57'18" W FOR 76.02 FEET; THENCE S 38°48'04" E FOR 19.78 FEET; THENCE S 44°16'39" W FOR 3.59 FEET; THENCE N 38°48'04" W FOR 17.00 FEET; THENCE S 57°11'48" W FOR 38.89 FEET; THENCE N 32°48'12" W FOR 83.12 FEET; THENCE S 57°11'48" W FOR 39.78 FEET; THENCE N 32°48'12" W FOR 58.80 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE I" AS RECORDED IN

CONDOMINIUM PLAT BOOK 66, PAGES 27 THROUGH 39, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID SOUTHEASTERLY BOUNDARY, AND THE SOUTHEASTERLY BOUNDARY OF SAID "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE II" THE FOLLOWING THREE (3) COURSES: 1) N 57°13'15" E FOR 94.61 FEET; 2) THENCE N 88°36'37" E FOR 99.92 FEET; 3) THENCE N 57°11'48" E FOR 11.42 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE I" AS RECORDED IN CONDOMINIUM PLAT BOOK 66, PAGES 27 THROUGH 39, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

TOGETHER WITH: "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE II" AS RECORDED IN CONDOMINIUM PLAT BOOK 68, PAGES 17 THROUGH 27, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

EXHIBIT "E"
OWNERSHIP DISCLOSURE



HILL WARD HENDERSON
ATTORNEYS AT LAW
TAMPA | CLEARWATER

ATTORNEY'S CERTIFICATION OF TITLE

I, E.D. Armstrong III, a licensed attorney-at-law in the State of Florida, hereby certifies that:

1. Apparent record title to the Land described in Exhibit "A" is vested in RIA-CORAL REEF, INC. This Certification is based upon the attached Special Warranty Deed (Exhibit "A") and a review of public records in the Pinellas County Property Appraiser's Office (Exhibit "B").
2. The Certification is issued in connection with certain development applications filed with the City of St. Pete Beach on or about this date, and may not be utilized by any other person or entity for any other purpose.

WITNESS my hand and official seal at Pinellas County, Florida, this 3rd day of March, 2017.

E.D. Armstrong III
Hill Ward Henderson
600 Cleveland Street, Suite 800
Clearwater, FL 33755

Exhibit "A"

PREPARED BY AND RETURN TO:
Jennifer Slone Tobin, Esq.
Shuits & Bowen, LLP
300 South Orange Ave., Suite 1000
Orlando, Florida 32801

Note to Recorder: Documentary stamp taxes in the amount of \$66,500.00 have been paid to the Pinellas County Clerk of Court simultaneously with the recording of this instrument.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of this 18th day of December, 2014 by **5800 GULF HOLDINGS LLC**, a Delaware limited liability company, whose mailing address is 140 North Park Avenue, Winter Park, Florida 32789 (hereinafter called the "Grantor"), to **RIA-CORAL REEF, INC.**, a Florida corporation, whose mailing address is 5600 Gulf Boulevard, St. Pete Beach, Florida 33706 (hereinafter called the "Grantee").

[Wherever used herein, the terms "Grantor" and "Grantee" 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:

The Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situated in Pinellas County, Florida (the "Property"), as more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

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 the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; and the Grantor hereby covenants that Grantor will warrant and defend title to the Property against the lawful claims of all persons claiming by, through or under Grantor alone, but against none other.

The Property is subject to real property taxes accruing subsequent to December 31, 2014, and matters set forth on Exhibit B attached hereto and incorporated herein by this reference (and identified as Permitted Exceptions); however, this reference shall not serve to reimpose the same.

[SIGNATURE PAGE FOLLOWS]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Sign: [Signature]
Witness #1
Print: Jennifer S. Tobin

Sign: [Signature]
Witness #2
Print: RICHARD CARON

5800 GULF HOLDINGS LLC, a Delaware
limited liability company

By: 5800 Gulf Boulevard Development,
LLC, a Florida limited liability company,
its sole Member

By: Restruck SPB Investor I, LLC, a
Florida limited liability company, its
Managing Member

By: [Signature]
Gregg Grauer, Vice President

STATE OF FLORIDA
COUNTY OF ORANGE) ss:

I hereby certify that the foregoing instrument was acknowledged before me this 18th
day of December, 2014, by Gregg Grauer, as the Vice President of the Managing
Member of the sole Member of 5800 GULF HOLDINGS LLC, a Delaware limited liability
company, on behalf of that company. He ☒ is personally known to me, or ☐ has produced
as identification.

Affix Notary Stamp or Seal Below:



[Signature]
NOTARY PUBLIC - signature above
Printed Name: _____

Exhibit A

LEGAL DESCRIPTION

PARCEL I (FEE SIMPLE);

A TRACT OF LAND LYING BETWEEN PARALLEL LINES 242 FEET APART AT RIGHT ANGLES EXTENDING FROM THE WESTERLY RIGHT OF WAY LINE OF FIFTH STREET (GULF BOULEVARD) TO THE MEAN HIGH WATER LINE OF GULF OF MEXICO, THE SOUTHEASTERN BOUNDARY OF WHICH BEING A LINE 18 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHEASTERLY BOUNDARY OF TEXAS AVENUE AND TEXAS AVENUE EXTENDED TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO, AS SAID AVENUE IS SHOWN UPON THE PLAT OF ST. PETERSBURG BEACH SUBDIVISION FIRST ADDITION AS RECORDED IN PLAT BOOK 20, PAGE 11, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; SAID LAND INCLUDING ALL OF TRACT "A" OF "VON COURT'S REPLAT", ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 21, PAGE 68, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND A PART OF GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 32 SOUTH, RANGE 15 EAST, AND A PART OF GOVERNMENT LOT 1, SECTION 6, TOWNSHIP 32 SOUTH, RANGE 16 EAST; LESS AND EXCEPT RIGHT OF WAY FOR GULF BOULEVARD.

AND

THE NORTHWESTERLY 15 FEET OF THE FOLLOWING: A TRACT OF LAND LYING BETWEEN PARALLEL LINES 18 FEET APART AT RIGHT ANGLES EXTENDING FROM THE WESTERLY RIGHT OF WAY BOUNDARY LINE OF FIFTH STREET (GULF BOULEVARD) TO THE MEAN HIGH WATER LINE OF GULF OF MEXICO, THE SOUTHEASTERN BOUNDARY OF WHICH BEING THE SOUTHEASTERLY BOUNDARY OF TEXAS AVENUE AND TEXAS AVENUE EXTENDED TO THE MEAN HIGH WATER LINE OF GULF OF MEXICO, AS SAID AVENUE IS SHOWN ON THE PLAT OF ST. PETERSBURG BEACH SUBDIVISION FIRST ADDITION, AS RECORDED IN PLAT BOOK 20, PAGE 11, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA SAID LANDS LYING IN SECTION 1, TOWNSHIP 32 SOUTH, RANGE 15 EAST AND IN SECTION 6, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; LESS AND EXCEPT RIGHT OF WAY FOR GULF BOULEVARD.

LESS

A PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 32 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE EASTERN MOST CORNER OF "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE II" AS RECORDED IN CONDOMINIUM PLAT BOOK 68, PAGES 17 THROUGH 27, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N 57°11'48" E FOR 70.00 FEET; THENCE S 69°41'32" E FOR 65.63 FEET; THENCE S 32°48'12" E FOR 22.06 FEET; THENCE S 57°11'48" W FOR 122.42 FEET; THENCE N 34°55'27" W FOR 10.21

FEET; THENCE S 55°04'33" W FOR 21.18 FEET; THENCE S 34°55'27" E FOR 10.21 FEET; THENCE S 48°57'18" W FOR 76.02 FEET; THENCE S 38°48'04" E FOR 19.78 FEET; THENCE S 44°16'39" W FOR 3.59 FEET; THENCE N 38°48'04" W FOR 17.00 FEET; THENCE S 57°11'48" W FOR 38.89 FEET; THENCE N 32°48'12" W FOR 83.12 FEET; THENCE S 57°11'48" W FOR 39.78 FEET; THENCE N 32°48'12" W FOR 58.80 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE I" AS RECORDED IN CONDOMINIUM PLAT BOOK 66, PAGES 27 THROUGH 39, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID SOUTHEASTERLY BOUNDARY, AND THE SOUTHEASTERLY BOUNDARY OF SAID "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE II" THE FOLLOWING THREE (3) COURSES: 1) N 57°13'15" E FOR 94.61 FEET; 2) THENCE N 88°36'37" E FOR 99.92 FEET; 3) THENCE N 57°11'48" E FOR 11.42 FEET TO THE POINT OF BEGINNING.

ALSO LESS: "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE I" AS RECORDED IN CONDOMINIUM PLAT BOOK 66, PAGES 27 THROUGH 39, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

ALSO LESS: "CORAL REEF BEACH RESORT, A CONDOMINIUM, PHASE II" AS RECORDED IN CONDOMINIUM PLAT BOOK 68, PAGES 17 THROUGH 27, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL II (EASEMENT ESTATE):

EASEMENT RIGHTS GRANTED IN DECLARATION OF RECIPROCAL EASEMENTS, RESTRICTIONS AND COVENANTS BY AND BETWEEN REEF RESORT CONDOMINIUM ASSOCIATION, INC. AND 5800 GULF HOLDINGS LLC RECORDED JULY 22, 2014 IN OFFICIAL RECORDS BOOK 18469, PAGE 2578, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

Exhibit B

PERMITTED EXCEPTIONS

[Unless otherwise noted, all references are to the Public Records of Pinellas County, Florida]

1. Taxes and assessments for the year 2015 and subsequent years.
2. Easement granted to Florida Power Corporation recorded August 28, 1963 in Book 1749, Page 37.
3. Perpetual Beach Storm Damage Reduction Easement granted to Pinellas County recorded October 25, 2004 in Book 13902, Page 2118.
4. All of the terms and provisions set forth and contained in that certain Lease/Short Form Lease between Coral Reef Partners, LLC, a Florida limited liability company, lessor, and Reef Resort Condominium Association, Inc., a Florida corporation not for profit, lessee, a Memorandum of which is recorded April 25, 2006 in Book 15879, Page 859.
5. Declaration of Reciprocal Easements, Restrictions and Covenants by and between Reef Resort Condominium Association, Inc. and 5800 Gulf Holdings LLC recorded July 22, 2014 in Book 18469, Page 2578.
6. Rights of the United States Government to that part of the Property, if any, being artificially filled in land in what was formerly navigable waters arising by reason of the United States Government control over navigable waters in the interest of navigation and commerce.
7. The right, title or interest, if any, of the public to use as a public beach or recreation area any part of the Property lying between the water abutting the Property and the most inland of any of the following: (a) the natural line of vegetation; (b) the most extreme high water mark; (c) the bulkhead line, or (d) any other line which has been or which hereafter may be legally established as relating to such public use.
8. Any adverse ownership claim by the State of Florida by right of sovereignty to any part of the Property that is, as of the date of this Special Warranty Deed or was at any time previously, under water (submerged).
9. Any claim regarding title to any part of the Property lying below the ordinary high water mark of any abutting body of water.
10. Any claim regarding riparian and/or littoral rights with respect to the Property.
11. Any claim regarding title to any part of the Property lying seaward of: (a) the Mean High Water Line of the abutting body of water, or, (b) the Erosion Control Line, if any, established inland of the Mean High Water Line as to said land pursuant to Chapter 161, Florida Statutes.

12. The Coastal Construction Control Line, if any, affecting the Property established pursuant to Section 161.052 and Section 161.053, Florida Statutes, together with the statutory restrictions and requirements imposed in connection therewith, including the Disclosure and Survey requirements pursuant to Section 161.57, Florida Statutes.

UNOFFICIAL COPY

Exhibit "B"

THAT PART OF GOVT LOT 1 IN
NE 1/4 OF SEC 1-32-15 INCL
NW 1/4 57FT OF VAC TEXAS
AND ALL LYING BETWEEN
5750 GULF BLVD, ST PETE BEACH 33756-

RIA-CORAL REEF INC
5600 GULF BOULEVARD
ST PETE BEACH, FL 33706-2248

2017 01-32-15-00000-110-0600

Page 1 of 1

PRINTED 03/02/2017
BY jhaynes

Map Id: 5800.0 1.00 1.00 1.00 AREA = 38, H2 = 0

BUILDING CHARACTERISTICS 1090 Vacant Commercial Land w/XFSB

VALUE SUBJECT TO CHANGE ** Pinellas County Property Appraiser Office

QUALITY
CATEGORY TYPE % PTS

VALUE SUMMARY
PRIOR JUST MARKET VALUE 5,136,206
CURRENT JUST MARKET VALUE 5,136,206
ASSESSED VALUE 5,136,206
HX/HX CAP BASE YEAR 0
TAXABLE VALUE 5,136,206
HX No
% HX 0.00

I, MIKE TWITTY, MAI, Pinellas County Property
Appraiser, or the authorized representative
thereof, do hereby certify that this is a true and
correct copy of the original as it appears in the
official file of the Property Appraiser's Office
of Pinellas County, Florida.

WITNESS my hand this 2nd day of
MARCH AD 2017

TOY EXEMPTIONS VALUE: 0
PERMIT TP ST EST VAL ISSUE DATE
20110982 70 C 20,000 08/29/11
20070380 99 C 100,000 03/14/07
20051561 71 C 25,000 11/21/05
17342 71 C 36,220 08/13/98
014797 96 C 1290 05/08/97

CATEGORY UNITS

TOTAL LIVING UNITS 0
DEPRECIATION ADJ ADJ
EXTERNAL OBSOLESCENCE 0.0000
EXTERNAL OBSOLESCENCE 0.0000
OTHER 0.0000

TYPE QU HX/HX

RCND YB EA
D 2017

SAR AREA % B EFF AREA

BUILDING: 0

L	OFFICIAL	OFFICIAL	DATE OF	INSTR	Q	V	REASON	SALES	M	SELLER	BUYER	SALES NOTE
N	BOOK	PAGE	SALE		U	I		PRICE				
1	18624	0464	12/18/2014	DD	U	I	37	9500000	N	5800 GULF HOLDINGS	RIA CORAL REEF INC	VERIFY LEGALS
2	18032	2159	02/08/2013	DD	U	I	78	100	E	HANSON THOMAS O	5800 GULF HOLDINGS	RE-RECORDED TO
3	17887	1787	02/08/2013	DD	U	I	78		N	HANSON THOMAS O	5800 GULF HOLDINGS	
4	13963	1819	11/24/2004	DD	U	I		7300000	N	BARRETT FAMILY PTR	CORAL REEF	

TAXING DISTRICT: 000 JUST VALUE: 0.00

L	EXTRA	DESCRIPTION	BD	HX	LEN	WID	UNITS	UNIT	ADJ UNIT	BLT	EFF	YEAR	AGE	BLT	%	XF	NOTES
N	FEATURE			NHX			VALUE	VALUE	VALUE								
1	2301	ASPHALT		0.0	0	0	45,000.00	1.75	1.75	9					100	78,750	SCALED

L	USE	LAND USE	HOU	R	FRONT	DEPTH	FF	FRONT FT	UNITS	UT	D	DEPTH	SIZE	INFLUENCE	UNIT	ADJ UNIT	LAND	OTHER ADJ
T	N	CODE	DESCR	NHX	D		T	FACTOR		TP	T	FACT	FACT	DESCRIPTION	VALUE	VALUE	VALUE	AND NOTES
C	1	10	VACANT	0.0		254.00	550.0	100.00	120,222.00	SP		1.00	0.85		58.00	49.30	5,926,945.16	UT LV
C	2	96	WASTELAN	0.0		0.00	0.00	100.00	0.92	AC		1.00	1.00		45,000.0	45,000.0	36,900.16	UT LV

NOTES

BLDGS DEMO'D FOR 2016 ROLL

APPRaisal DATE
REVIEW DATE 03/30/2016
FIELD NUMBER 195
REVIEW TYPE General

EXHIBIT 'F'
PERMITTED USES

Sec. 35.3. - Permitted principal and secondary uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the LR District are as follows:

(a) *Primary uses.*

- (1) Temporary lodging uses, including hotels, motels, resort condominium hotels 50 feet or less in building height or a density of 30 temporary lodging units per acre or lower;
- (2) Multi-family residential.

(b) *Primary uses requiring conditional use approval.* Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable primary uses requiring conditional use approval in the LR District are as follows.

- (1) Temporary lodging uses, including hotels, motels, resort condominium hotels greater than 50 feet in building height or a density above 30 temporary lodging units per acre.

(c) *Secondary uses.* Secondary commercial uses may be developed as an additional nonresidential use bonus floor area that is not located within the principal building, provided that the secondary commercial development is constructed with a minimum of 200 temporary lodging units. Secondary commercial uses located within one-hundred and fifty (150) feet of the westerly right-of-way line of Gulf Boulevard may be under separate ownership from the primary use when approved by the city as part of an overall site plan incorporating the primary and secondary uses as an integrated project. Secondary commercial uses include:

- (1) Retail;
- (2) Eating and drinking establishments, full-service restaurant, limited-service restaurant, bar/lounge, subject to section 6.24 of this Code as may be applicable;
- (3) Indoor commercial entertainment facilities;
- (4) Vehicles for hire.

(d) *Secondary uses requiring conditional use approval.* Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable secondary uses requiring conditional use approval in the LR District are as follows.

- (1) Commercial kitchen;
- (2) Commercial parking structure;
- (3) Eating and drinking establishment - take-out restaurant only;
- (4) Off-premise parking lot and/or structure.

(Ord. No. 2011-32, § 1(Exh. A), 11-22-11; Ord. No. 2015-03, § 7, 5-26-15; Ord. No. 2015-22, § 8, 12-15-15)

Sec. 35.4. - Permitted accessory uses and structures.

- (a) Uses and structures, as regulated in sections 6.12 and 6.13, which are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures and are not of a nature prohibited under section 35.5.
- (b) A temporary lodging use may include accessory uses such as management office space, housekeeping facilities, security and maintenance areas, recreational facilities, restaurants, bars, and other eating and drinking establishments, guest office centers, concierge services, personal service uses, retail uses, meeting rooms and conference areas, fitness centers, spa facilities, parking structures, and other uses commonly associated with temporary lodging uses, subject to the intensity limits established in section 35.7(d)(2).
- (c) Home occupations for residential uses only, subject to the conditions set forth in section 6.5 of this Code. Home occupational licensing shall be prohibited for any temporary lodging unit and any affordable workforce living accommodation.
- (d) Temporary structures under the provisions of section 6.11 of this Code.

(Ord. No. 2011-32, § 1(Exh. A), 11-22-11)

Sec. 35.5. - Prohibited uses and structures.

- (a) All uses and structures not of a nature specifically or conditionally permitted herein are hereby prohibited in the LR District.

(Ord. No. 2011-32, § 1(Exh. A), 11-22-11)

EXHIBIT "G"
CONCURRENCY DETERMINATION LETTER

"This is a placeholder for Exhibit G – Concurrency Determination Letter"

EXHIBIT "H"

**EXAMPLE OF CALCULATION OF TOTAL COST OF PROJECT AND
REIMBURSEMENT PAYMENTS MADE BY CITY WITHOUT INTEREST**

**"This is a placeholder for Exhibit H – Example of Calculation of Total Cost of Project and Examples of
Calculation r Reimbursement Payments Made by the City without Interest"**

EXHIBIT "I"

SEWER CONNECTION FEE SCHEDULE AS OF "EFFECTIVE DATE"

WASTEWATER CONNECTION FEES

Residential: Single-family, single condominium, single apartment\$1,420.00

Commercial: Fee for commercial structures (other than units) will be based on water meter size.

5/8" or 3/4"\$1,420.00

1"\$3,500.00

1½"...\$7,100.00

2"\$11,360.00

3"\$22,720.00

4"\$35,500.00

6"\$71,000.00

8"\$113,600.00

WASTEWATER USER FEES

Monthly wastewater (sewer) rates shall be charged to all customers using the wastewater (sewer) utility system of the city. The rate is based on a base component, flow component (3,000 gallons), rate for usage (1,000 gallons) over flow component, purchased wastewater (sewer) treatment pass-through, and annual index adjustment. Each wastewater (sewer) customer shall be billed as follows:

Residential base rate: \$28.94 for the first 3,000 gallons, or fraction thereof, of potable water used per residential unit.

Residential excess rate: \$9.55 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the residential base rate.

Commercial base rate: \$28.94 for the first 3,000 gallons, or fraction thereof, of potable water used by the customer.

Commercial excess rate: \$9.55 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the commercial base rate

EXHIBIT "J"

CONCEPT PLAN FOR PLACEMENT OF EASEMENTS ON OWNER'S PROPERTY

"This is a placeholder for Exhibit J – Concept Plan for Placement of Easements on Owner's Property"

EXHIBIT "K"

FLORIDA PUBLIC RECORDS LAW

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) DEFINITIONS. —For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) **CONTRACT REQUIREMENTS. —**In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

St. Pete Beach Planning Board Agenda Report

Issue Considered: Development Agreement between St. Pete Beach and RIA Coral Reef, Inc. for improvements to the City's sanitary sewer system.

Date: March 21, 2017

Prepared By: Wayne Saunders, City Manager

Through: N/A

Summary of Issue: The City of St. Pete Beach contracted with the engineering firm of Kimley-Horn and Associates, Inc. to assess the City's sanitary sewer system and report its findings and recommendations.

Kimley Horn provided the following reports: Model Capacity Report (September 2016), Model Capacity Report – Addendum (January 2017), and Inflow and Infiltration Report (February 2017).

The Model Capacity Report recommended specific capital improvement projects to address potential sanitary sewer system problems regarding surcharge and overflow within the system. The report determined that even after the cleaning of the system and completion of approximately \$3.5 million of Inflow and Infiltration (I&I) repairs, the system will remain surcharged without the recommended capital improvements.

Additionally, Kimley Horn concluded that there is no available capacity in the system for any additional flows associated with new development or redevelopment.

The recommended improvements can be separated into phases for construction. The "North Project" includes a new force main between Pump Station 1 and Pump Station 2, a new lift station on the west side of Gulf Boulevard and a new cross over connection from the east side of Gulf Boulevard. to intersect with the new force main to be constructed. This will resolve the surcharge issue with the northern section of the system and provide additional capacity in the system north of 55th Avenue. The additional capacity is needed in order for RAI Coral Reef, Inc. to meet concurrency with regard to sewer capacity for their proposed Sugar Sands project. The proposed Development Agreement between the City and RIA Coral Reef, Inc. provides for construction of the

North Project.

The following are the main points within the Development Agreement and benefits of this partnership:

- The Owner (RIA Coral Reef, Inc.) will provide funding and construct the North Project at an estimated cost of \$6 million.
- The project will be designed to City specifications and the City will have oversight during the entire process.
- Once completed, the improvements will be owned by the City and included in the City's Sewer System.
- Applicable connection fees will be calculated for the project and the Owner will invest 100% of assessed fees in the project.
- The City will invest \$650,000 in the project. These dollars will come from the approximate \$1.2 million of other fees that the Owner will be submitting to the City for its Hotel project.
- An interest rate of 1.5% will be included in the total allowable reimbursable amount to the Owner.
- As the City receives future sewer connection fees from other projects, 65% of the collected future fees will be paid to the owner as a reimbursement toward the approximate \$6 million project cost paid by the Owner.
- The City guarantees that at least 35% of the required reimbursement will be provided to the Owner by the end of year seven (7) after improvements are put into service. In the event that connection fees have not been sufficient to cover the 35%, the City is required to make a payment. No interest will be calculated into this payment.
- The City guarantees that at least 75% of the required reimbursement will be provided by the end of year twelve (12) with the same scenario as described in the year seven (7) guarantee being applied.
- There is no guarantee by the City for the final 25% of the approximate \$6 million of costs incurred by the Owner. The Owner bears this risk.

Public Private partnerships (PPP) have been used for decades by governmental entities for a variety of purposes and reasons especially relating to public infrastructure projects. This PPP agreement provides multiple benefits to the City as follows:

- The Owner has the ability to negotiate a lower total cost for the sewer improvements than the City can by bundling it with the Hotel project.
- The Owner can secure a contractor for the sewer improvements faster than the City can, which reduces the time during which a storm event can interrupt the current system and cause potential damage to the environment and put public health at risk.
- It would be difficult or perhaps impossible for the City to acquire financing for the sewer improvements at 1.5%, and the City will save money and time avoiding complex public finance regulations. In addition, there is no repayment commitment from the City until years 7 and 12 and no commitment for repayment of the final 25% of the cost.

The incentives for the Owner to finance the project, provide a lower than market interest rate and take the risk on never realizing reimbursement of the final 25% is the control of the timing of construction. The owner will now have the assurance that the project will be constructed and that it will be constructed on a schedule that will provide necessary capacity for their hotel project concurrent with completion of their project.

Requested Motion: "I move to recommend approval of the Development Agreement between the City and RIA Coral Reef, Inc."

Attachments: Exhibit A – Sugar Sands Development Agreement

**Reviewed by the
City Manager**
